

COMMISSION OF INQUIRY

INTO THE LEASE AND DEVELOPMENT OF ASSOMPTION ISLAND

FINAL REPORT

Produced by Commissioner Justice Dr. Mathilda Twomey-Woods

delivered to His Excellency President Patrick Herminie on

27 June 2026.

Now I am terrified at the Earth, it is that calm and patient,

It grows such sweet things out of such corruptions.

Walt Whitman, 'This Compost', *Leaves of Grass*



Figure 1: Assomption from the sky



Figure 2: Drone Photograph courtesy of Richard Baxter

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The Commission records its gratitude to all who participated in its work, whether by providing documentary evidence, submitting depositions, or appearing before it to give oral testimony. The gravity of the matters within the Commission's terms of reference required candour and courage from many of those who came forward; and candour, where the matters in issue touch the powerful, is rarely given without cost. All of the participants who were requested to provide information made it freely available, and in particular IDC, whose assistance in the production of documents and the facilitation of access to Assomption was extensive. The Commission has endeavoured throughout to honour the trust placed in it by conducting a fair, thorough and impartial inquiry in the public interest of the Republic of Seychelles, and it records here its gratitude to those whose service to the inquiry was also a service to the nation.

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The Commission is grateful, too, to Dr. Jeanne Mortimer, whose study of the marine turtles of Seychelles over some forty-five years lent to her evidence an authority that few in the world could match; to Mr. Guy Esparon, naturalist and member of the Board of the Seychelles Islands Foundation, whose long familiarity with Assomption and the wider Aldabra Group enabled him to bring matters of grave concern to the Commission's attention; and to the officers of the Seychelles Islands Foundation, who placed their expertise unreservedly at the Commission's disposal. The Commission records its appreciation also of Mr. Patrick Berlouis, formerly of the Board of the Foundation, who came forward, with courage, bearing a photographic and documentary record of the Island's heritage that would otherwise have been lost to the inquiry. The Commission commends the several civil society organisations and civic-minded individuals that have participated in this process, at great time and expense to themselves. In addition to those already mentioned, the Commission benefited greatly from the impassioned testimony of employees and representatives of SIF, ICS, Friends of Aldabra, Seychelles at Heart, CEPS, S4S. Seychelles' growing civil society plays an important role as watchdogs over matters of public interest and is to be strengthened and applauded.

The Commission acknowledges those public officers who, under sustained pressure to acquiesce in what they plainly recognised as wrongful interference with the discharge of their statutory duties, declined to do so, and who gave their evidence to the Commission with honesty and at evident personal risk. The fuller measure of the Commission's appreciation of these officers is set out in the concluding chapter of this Report. It is enough to say here that the independence which the law expects of them was, in their case, upheld; and that the Republic is the better for it.

It is a matter of regret to the Commission that the courage of those who assist a public inquiry is not always met as it ought to be. The Commission records that one witness suffered victimisation from an organisation in consequence of having come forward, and it deplores that treatment without reservation. No person who answers the call of a Commission of Inquiry, and who tells the truth as he or she sees it, should be made to pay a price for doing so. The Commission expresses the earnest hope that what occurred in this instance will never be permitted to recur.

Finally, the Commission intends no person named or referred to in these acknowledgements to be taken thereby to endorse its findings or conclusions, which are the Commission's own.

The Commission acknowledges that it made use of generative AI tools for the purpose of summarising the evidence for this report (Claude.ai), for proofreading (Grammarly) and transcribing the interview sessions (Microsoft teams). All AI-generated content has been double checked by human oversight and the mistakes remain the Commission's own.

EXECUTIVE SUMMARY

Why this Inquiry was held

On 18 September 2024, the Republic of Seychelles joined in a Sublease by which a minimum of 400,000 square metres of Assomption Island - a coralline island of singular ecological value, lying upon the very threshold of the Aldabra Atoll, a UNESCO World Heritage Site with a population of half a dozen persons - was made over to Ocean Breeze Investments Limited, a Seychellois vehicle of a Qatari conglomerate, for a term of seventy years. The transaction carried with it a runway extension bisecting the Island, a luxury resort development along the finest green-turtle nesting beach in the Republic, the arrival of a workforce numbering in the hundreds, and the prospect of an international point of entry on an Outer Island more than a thousand kilometres from Victoria.

Sustained public disquiet followed: about how the deal had come to be; about who had decided, and on what advice; about whether the Republic had received fair value; about the fate of the Island and of Aldabra beside it; and about whether anyone had been improperly rewarded. On 9 December 2025, President Dr. Patrick Herminie appointed this Commission of Inquiry under the Commissions of Inquiry Act to establish the facts. This Report is the answer. The Commission has found that the public disquiet was, in its essentials, well-founded.

What the Commission did

The Commission sat in public at the Court of Appeal, Île du Port, Mahé, between 12 January and 31 March 2026, supplemented by virtual hearings and in camera sittings where witness protection or confidentiality was required, and by written interrogatories administered on affirmation. It heard the principal actors - among them the former President, Mr. Wavel Ramkalawan; the former Chief Executive of the Islands Development Company (IDC), Mr. Glenny Savy; senior officers of the planning, environment, employment, immigration and aviation authorities; the Developers' executives; conservation scientists of international standing; and witnesses who sought, and were given, the protection of anonymity. It compiled and examined an extensive documentary record, obtained independent valuation and forensic accounting evidence, and gave every person facing potential criticism formal notice and the opportunity to respond.

The Commission is an inquisitorial body. Its findings are findings of fact, made on the balance of probabilities across the totality of the evidence. They are not determinations of criminal guilt or civil liability, which belong to the courts and to the prosecuting and integrity authorities alone. The Commission has been careful to find no more than the evidence establishes, and no less.

The heart of the matter

What the evidence discloses is not a single unlawful act, nor a single corrupt payment, capable of being isolated and undone. It is something graver and harder to repair: a transaction of the highest national consequence carried through, from beginning to end, in a manner that subordinated the independent judgment of the institutions of the State to the will of the Executive and to the interests of a foreign developer. The several failures found in this Report are not discrete; they are symptoms of that single underlying condition, and they are best understood together. Seven threads run through the whole.

1. A deal settled before it was tested

The Assomption development was, in substance, agreed between the Government, IDC and the Developers before the process by which it was ostensibly to be tested had begun. The Developers' interest was being cultivated at the highest-level months before the Expression of Interest was published. Draft leases were exchanged while that Expression of Interest was still open. The President met the Developer's principal and stayed five nights, with his entire delegation, at the Developer's Waldorf Astoria Ithaafushi resort in the Maldives during the currency of the very process that was meant to be competitive. The Developer advanced nearly USD 12 million towards a State runway almost a year before it held any right to develop the Island. The Expression of Interest was competitive in form, not in substance. Everything that followed bore the marks of a result reached in advance and thereafter clothed in the appearance of process.

2. Executive will in place of independent judgment

The deepest failure the Commission has found is constitutional. At every regulatory chokepoint, the independent judgment which the law confides to the institutions of the State was displaced by the will of the Executive, and in particular by the personal intervention of the then President, Mr. Wavel Ramkalawan: in the procurement of the environmental Notice of Acceptance, withheld by the Department of Environment on substantial technical grounds and issued within days of a meeting convened at State House; in the lifting of the first environmental Stop Notice within days, under like pressure; in the expedition of a tranche of work permits upon instruction "from the top"; in the authorisation through his Minister, of an international departure from an airstrip not lawfully open to it, secured by sustained pressure at the highest protocol level; and in the inversion of the statutory sequence governing the extraction of dune sand and in the prepositioning of the Developers to acquire a sublease of Assomption. This is not a mere failure of good administration. Under the Constitution of Seychelles, the executive authority of the President is to be exercised in accordance with the Constitution and the laws, not above or athwart them. That, more than any single act of impropriety, is the gravamen of this Report.

3. Institutions structurally unable to resist

The Executive was able to displace independent judgment as readily as it did because the regulatory architecture of the State was unequal to the task of resisting it. The officers most exposed in environment, planning, sand and gravel control, and aviation displayed deference to ministerial and presidential direction that the law neither contemplates nor permits. The Commission has termed that deference subservience; but it finds it to be the product not principally of individual moral failure - the candour and good faith of many officers is expressly acknowledged - but of structural weakness: regulators appointed through the same executive channels as the directives they must resist; dual-role arrangements placing officers of the regulator on the board of the very entity whose projects they assess; no obligation to record or report executive intervention; and unminuted meetings at State House on matters being lawfully withheld. The architecture failed. The most important recommendations of this Report are directed at its repair.

4. A pattern of benefits

Alongside the political pressure, there ran a distinct and consistent pattern: the Developers conferred financial benefits upon persons and initiatives connected with the Government during the very period in which its interests were before the Government for decision. Four such benefits were established. The Developer funded, at the solicitation of Mr. Bernard Georges, the purchase of so-called “heritage” material. It covertly funded a youth-mobilisation event of the governing party in the 2025 pre-election period. It contributed three million United States dollars in connection with the FIFA Beach Soccer World Cup, solicited by the President; notwithstanding its sporting pretext and its open routing through the Consolidated Fund, the Commission has found that the contribution bears the character of an inducement. And it accommodated the President and his full delegation at its Waldorf Astoria Ithaafushi resort during the currency of the Expression of Interest, a considerable incentive, likewise found to bear the character of an inducement. To these must be added the former President’s frequent, undocumented foreign travel, its airfares borne by unidentified foreign persons or entities which the Commission has been unable, on the material available, either to vindicate or to condemn, and which it has referred for criminal investigation.

5. Value neither tested nor secured

A disposition of singular magnitude and permanence was entered into without the Republic ever establishing what it was worth. The central commercial terms were fixed without any independent valuation, in reliance on an officer who simultaneously held the incompatible roles of Government valuer, IDC Board member, and member of the Planning Authority, and who failed to produce them before the Sublease was signed. The headline rent of USD 2 per square metre was not an obvious undervalue; but the only genuinely competitive and broadly contemporaneous Seychelles comparator, the Long Island tender, secured double the premium per square metre, and the absence

of a true competition is likely to have cost the Republic value. The USD 20 million prepayment was in law a capital premium, not rent - with consequences for sanction fee, stamp duty and currency conversion unrecognised at the time. The additional value of the upgraded runway was not quantified for the purpose of valuing the sublease. The bulk of the project value was allocated to the Developer's own affiliates, and the payments made under the civil contract calls for an independent reconciliation to safeguard the Republic's interest in the project.

6. An ecological gamble at the doorstep of Aldabra

The development was permitted to proceed upon an island of high and in respects unique conservation value - not the "wasteland" it was repeatedly and wrongly said to be - without the most elementary scientific foundation. No adequate pre-development ecological baseline was ever established; the full biodiversity assessment was deliberately deferred to run concurrently with construction, contrary to scientific method, the precautionary principle and international best practice, so that neither the harm already done nor the efficacy of any future mitigation can now be reliably measured. The environmental assessment was compromised by a conflict of interest that was not addressed; the consultation was rushed; and the great majority of the mitigation commitments were not complied with. Thirty-seven villas were approved on the Republic's finest green-turtle nesting beach; a dune system more than a century old, incapable of renewal on any human timescale, was substantially destroyed; and construction proceeded without an institutionalised biosecurity regime upon the very threshold of Aldabra, for which the Republic answers to the world. Measured against the recognised international criteria, the "eco-resort" by which the development was authorised and defended was an eco-resort in name, and not in nature.

7. Sovereignty intact in law, qualified in fact

The Republic has not abdicated its sovereignty over Assomption. No instrument cedes it; a lease is not a cession; and the proposal that the Sublease be governed by Qatari law was resisted and not adopted. But the Republic has allowed its effective control over part of the Island, and over certain functions of the State upon it, to be qualified by - and in places made dependent upon - a foreign private interest: contractual fetters on its freedom to use and recover its own retained territory; alienation clauses threatening the dispersal of control among opaque and possibly foreign hands; an airstrip destined to be a working international point of entry whose border the State must be vigilant to control; and a dependence, for functions properly its own, upon assets resting on the goodwill of a foreign party. On 6 April 2025, two international aircraft departed Assomption directly for Doha with the permission of the Seychelles authorities, neither clearing Seychelles International Airport, no passenger manifest retained, no border formalities discharged - an episode that exposed a material weakness in the protection of the national border at the Outer Islands. What the Republic retains in law, it must be willing to exercise in fact.

The conduct of individuals

Mr. Wavel Ramkalawan, former President of the Republic

The Commission finds that Mr. Ramkalawan personally intervened to override the independent judgment of the environmental, planning, and immigration authorities; that he solicited and engaged in financial benefits conferred by the Developer, including the FIFA contribution, the Maldives resort stay found to bear the character of inducements, and the LDS youth-party event of which he was a beneficiary; and that his frequent, undocumented foreign travel, funded from abroad while subsistence was drawn from public funds, together with his failure to produce the records he undertook to provide, leaves an inference of impropriety which the Commission has referred for criminal investigation. This conduct fell far below the standards which the Constitution and the Public Officers' Ethics Act 2008 require of the holder of the highest office and would, had he remained in office, have been capable of grounding a motion under Article 54 of the Constitution. His departure does not absolve him. The Commission refers his conduct to the prosecuting and integrity authorities.

Mr. Bernard Georges

Mr. Georges held simultaneously a constellation of irreconcilable offices - Member of the National Assembly, Leader of Government Business, Chairman of the Seychelles Islands Foundation and Trustee of the Island Conservation Society - and aggravated that acute and continuing conflict by private dealings with the Developers whose project his own Foundation opposed. Most seriously, he solicited and accepted financial benefit from the Developer in the form of the heritage-purchase funding and was a beneficiary of the concealed party-event funding as an election candidate. The Commission accepts that there is no evidence that he sought personal enrichment but finds the conduct seriously improper and refers it to the appropriate authorities.

Mr. Glenny Savy, former Chief Executive Officer of IDC

Mr. Savy's evidence was substantially candid; he resisted the diversion of the prepayment, declined an apparent inducement, and secured terms favourable to IDC by reference to the comparators in evidence. But the procurement and contracting of the works was attended by undisclosed conflicts of interest affecting him - entities connected to his son, his stepson and a family insurance interest engaged under the runway and civil contracts without disclosure or recusal, one of them paid before the Sublease existed. Whether any undue benefit thereby passed to him is a question the unfinished audit and the incomplete financial investigation have left unresolved; the Commission makes no finding that any illicit payment passed to him.

The Developers

The Developers pursued a strategy of pre-positioning during a competition that was competitive in form only; conferred the benefits described above during the currency

of their dealings with the Government; and bore the costs of a pre-election political event.

The officers of the State

To prevent misunderstandings that findings of institutional failure imply moral failure of individuals, the Commission recognises the honesty and dedication of many officers who provided evidence, some of whom performed their duties under significant pressure. The failures identified in this Report are failures of structure, and the recommendations aim to address them.

What the Commission did not find

Fairness requires the negative findings to be stated as plainly as the positive. The Commission has not found that the Sublease is void. It has not found that sovereignty has been ceded. It has not found that any bribe, kickback or secret commission was paid personally to procure the grant of the Sublease or the permissions: the influence brought to bear upon those decisions was executive and political, not pecuniary. It has not found that the State Visit to the Maldives was contrived as a pretext to meet the investor, though the President had advance knowledge of the meeting and his account of an encounter discovered "by accident" cannot be accepted in full. And it records that its financial investigation could not be completed, the integrity authorities did not furnish the financial intelligence required of them, and the audit of IDC remains unfinished, so that its findings that no further illicit benefit was proved are subject to that limitation, and are not a positive assurance that none was made. But the absence of a proven bribe is not an acquittal of the transaction, and the Commission would not wish the gravity of what it has found to be obscured by the narrowness of what it has not.

What must now happen

The Report's recommendations are gathered by theme in Chapter X. The most important class is directed at insulating the institutions of the State from high executive interference. Ministers are rightly to lead their Ministries, following Cabinet policy. However, where discretionary decisions are placed in the hands of public officers entrusted with duties under the law, interference by the responsible Minister should be rare and limited to ensuring that the purpose of the law is respected. Any other interference with the working of a public officer, be it presidential or ministerial is never acceptable. Even if, and even more because, this has been the practice of previous executives. This is not just an ethical, but a legal obligation under the Constitution.

Government decisions in a democratic society should be made by lawful and transparent process. Members of the public should be able to freely access information that affects the nation. For this reason, every executive communication bearing on a pending regulatory decision should be recorded in writing on the file and open to the

public and the National Assembly's inspection. There should never be unminuted State House meetings affecting matters of public importance. Public officials should be trained in and strictly abide their responsibilities under the Public Officers Ethics Act, 2008. Conflicts of interest should be disclosed and avoided. A programme of education and legislative reform is recommended to close the gaps the transaction exposed.

And the environment should at last be put first: all construction outside of the variation notice to remain suspended until a comprehensive biodiversity assessment of not less than twelve months is completed and the outstanding safeguards required by the Ministry of Environment and Seychelles Planning Authority are to be implemented. Genuine engagement between the appropriate authorities with the Developers should continue in an effort to renegotiate the scale of the proposed development in the light of the findings form the biodiversity study.

The Government is invited to respond to this report urgently, and the Commission recommends that the Environmental Task Force be supported in the implementation of its legal responsibilities and in its oversight of the development so that the labour of this Inquiry issues in reform, and not merely in record.

A closing word

The Republic disposed, for the better part of a century, of part of an island of singular beauty and global ecological significance, upon the threshold of one of the wonders of the natural world that it holds in trust for all humanity; and it did so without a true competition, without a valuation, without full commitment to biosecurity without that fidelity to the independent judgment of its own institutions which the Constitution exists to guarantee. The deepest failure found is constitutional rather than pecuniary: the willingness of the Executive to set aside, when it suited a favoured project, the independent judgment which the law confides to the institutions of the State - and the readiness of those institutions to be set aside.

Yet what the Commission has found is also, in the end, a cause for measured confidence. The system that was overborne was overborne because individuals chose to override it. The institutions of the Republic are not incapable of resisting such pressure; they require only to be placed, by the reforms this Report recommends, beyond the reach of those who would apply it. What the Republic retains in law, it has the means to exercise in fact. Whether it does so is now a matter not for this Commission, whose task is discharged with the submission of this Report, but for the Government, the National Assembly, the integrity authorities and the people of Seychelles - in whose interest, and in whose name, the Inquiry was undertaken.

LIST OF ABBREVIATIONS AND ACRONYMS

AIP	-	Aeronautical Information Publication
BOH	-	Back of House
EIA	-	Environmental Impact Assessment
EMP	-	Environmental Management Plan
ESIA	-	Environmental and Social Impact Assessment
GOP	-	Gainful Occupation Permit
IAS	-	Invasive Alien Species
ICS	-	Island Conservation Society
IDC	-	Islands Development Company Limited
IDCC	-	International Design & Consultant Company
IPTRA	-	Immovable Property (Transfer Restriction) Act
MACCE	-	Ministry of Agriculture, Climate Change and Environment
MEP	-	Mechanical, Electrical and Plumbing
MOU	-	Memorandum of Understanding
NOA	-	Notice of Acceptance
OBIL	-	Ocean Breeze Investments Limited
PIH	-	Power International Holding
PPA	-	Physical Planning Act 2021
SIF	-	Seychelles Islands Foundation
ToR	-	Terms of Reference
UCC	-	Urbacon Trading and Contracting Company WLL (Qatar)
UCC (Sey)	-	Urbacon Trading and Contracting Company Limited (Seychelles)

CHAPTER I: INTRODUCTION, ESTABLISHMENT, AND METHODOLOGY OF THE COMMISSION

PART I — ESTABLISHMENT OF THE COMMISSION

1.1. On 9 December 2025, acting in exercise of the powers vested in him by section 2(1) of the Commissions of Inquiry Act,[1] Dr. Mathew Antonio Patrick Herminie, President of the Republic of Seychelles appointed a Commission of Inquiry into the Sublease and Development of Assomption Island ("the Commission").[2] The Commission was constituted with a sole Commissioner, Justice Dr. Mathilda Twomey, and a Secretary, Dr. Joelle Barnes.

1.2. The establishment of this Commission arose from sustained public concern, discourse and the National Assembly's scrutiny regarding the circumstances surrounding the subleasing of a portion of Assomption Island to company called Ocean Breeze Investments Limited ("OBIL"). A Sublease, dated 18 September 2024, was entered into between Islands Development Company Limited ("IDC"), OBIL, and the Republic of Seychelles, and covered a minimum area of 400,000 square metres of Assomption Island.[3] Assomption Island had itself been leased to IDC by the Republic of Seychelles for a term of ninety-nine years commencing 1 July 2024, pursuant to a lease agreement dated 5 July 2024.[4]

1.3. The Commission was established in response to public discourse and speculation regarding the transparency, propriety and legality of the Sublease and subsequent development activities on Assomption Island as well as concerns regarding environmental protection of the island and its surrounding sea. These circumstances were deemed to be of vital public interest and concern, warranting a comprehensive, independent and impartial inquiry.[5]

PART II — ASSOMPTION ISLAND: HISTORICAL AND GEOGRAPHICAL BACKGROUND

1.4. Assomption Island ("Assomption") is a small coralline island in the Outer Islands of Seychelles, forming part of the Aldabra Group. It lies north of Madagascar, approximately 1,135 kilometres south-west of Victoria, Mahé. Crescent-shaped and covering approximately 11.6 square kilometres, Assomption is not of granitic formation, like the principal islands of Mahé,

[1] Commissions of Inquiry Act (Cap 39) Laws of Seychelles, s. 2(1).
[2] Gazette Notice No. 1278 of 2025, published in Official Gazette No. 83 of 9 December 2025 (the Terms of Reference "ToR" Annexure 1).
[3] Sublease dated 18 September 2024 between Island Development Company Limited, Ocean Breeze Investments Limited and the Republic of Seychelles (Annexure 2).
[4] There have been two Headleases between the Government of Seychelles and IDC concerning Assomption, the First Headlease dated 13 April 2014 (Annexure 3a), and the Second Headlease dated 5 July 2024 for a term of ninety-nine years commencing 1 July 2024 (Annexure 3b).
[5] ToR, art 3.

Praslin and La Digue, but is a raised coral island. Because of its topography (known as "karst"), rainwater and groundwater have dissolved parts of the porous limestone and coral creating distinctive sinkholes which serve as unique features and highly specialised habitats.[6]

1.5. Its western shore is an almost uninterrupted sandy beach of some 5.5 kilometres, and two prominent sand dunes rise on the south-eastern coast, one reaching approximately 32 metres in height.

1.6. Assomption was first recorded by European navigators when Captain Nicolas Morphey landed on 14 August 1756, naming it after the religious feast of the Assumption, celebrated the following day.[7] It thus shares its formal discovery with the broader French annexation of the Seychelles archipelago in that year. Assomption subsequently passed through French colonial administration and, following the transfer of Seychelles to British sovereignty formalised by the Treaty of Paris in 1814,[8] came under British jurisdiction, before becoming sovereign territory of the independent Republic of Seychelles upon independence in 1976.

1.7. The Island's modern economic history began in 1908, when it was leased to Mr. Harry Savy of Mahé, who established a coconut plantation.[9] During a subsequent visit, the guano potential of Assomption was recognised, and the labour force was redirected to guano mining, an operation that continued until 1983.[10] The extraction of guano, prized for its phosphorous content, left enduring physical and ecological scars on the landscape of Assomption. The construction of a 1,200-metre concrete airstrip in 1990 using sand from the dune compounded that legacy.

1.8. Notwithstanding this history of industrial exploitation, Assomption retains significant ecological value, both in its own right and by virtue of its proximity to the Aldabra Atoll. Assomption is the principal gateway to Aldabra, a UNESCO World Heritage Site that is home to one of the last significant populations of giant Aldabran tortoises and numerous other unique forms of wildlife. to which Assomption provides the only airstrip access. The Island is a known nesting site for green turtles[11] and supports an endemic subspecies of day gecko found nowhere else on earth.[12] The surrounding waters host

[6] Aleksey Korotky, Nadejda Rajigaeva and Nicolay Kovalukh, 'Relief and Deposits of Assomption Island, Seychelles, Indian Ocean' (1992) 8(4) Coastal Research 788.
[7]Capitaine N Morphée, Journal du voyage de la frégate Le Cerf, expédiée de l'Isle de France pour reconnaître l'isle Mahé, Année 1756 — Prise de Possession des Isles Seychelles.
[8] Treaty of Paris 1814.
[9] See *Coral Islands of the Western Indian Ocean* (DR Stoddart ed, Smithsonian Institution, Washington 1970) https://web.archive.org/web/20090918194603/http://www.botany.hawaii.edu/faculty/duffy/arb/136/v136.pdf.
[10] ibid.
[11] JA Mortimer, *Marine Turtles in the Republic of Seychelles: Status and Management* (IUCN Conservation Library, Gland 1984); JA Mortimer, 'Recovery of Green Turtles on Aldabra' (1985) 19(3) Oryx 146.
[12] *Phelsuma abbotti sumptio*, a subspecies of Abbott's day gecko. See J Gerlach, I Ineich and C Raxworthy, 'Phelsuma abbotti' (IUCN Red List of Threatened Species 2011) e.T61431A12483018.

humpback whales between July and November,[13] and the only known population of dugongs in Seychelles resides in the lagoon and coastal waters of the adjacent Aldabra.[14]

1.9. The Island's strategic value has repeatedly attracted external interest. In the mid-1960s it was proposed as the site of an American military base, including a deep-sea port, a proposal rejected following strong protests from environmental organisations.[15] More recently, in 2015, Seychelles and India signed an agreement for the construction and operation of a joint military facility on the Island, with a coast-surveillance radar system becoming operational in 2016; a revised agreement was signed in 2018, however, it has not been effected to date.[16] That arrangement remained a source of domestic political controversy.

1.10. It is against this layered backdrop of colonial inheritance, ecological fragility, industrial depletion, strategic geopolitical interest, and proximity to a UNESCO heritage site that the sublease of a portion of Assomption to OBIL in September 2024 must be understood. Assomption's history renders it a matter not merely of commercial or administrative concern, but of national identity, environmental stewardship and sovereign responsibility.

PART III — KEY PERSONS AND PARTIES

1.11. The subject matter of the Commission of Inquiry revolves around the sublease of Assomption to OBIL. Several key entities and persons were involved in this transaction and are introduced here before the substance of the Commission is described in further detail.

A. The Developers

1.12. The initial expression of interest in Assomption (which is discussed in Chapter II below) came through employees of the Assets Group, a Qatari real estate development and hospitality company which is part of the Power International Holding Group ("PIH").

1.13. PIH is a privately owned Qatari conglomerate founded and controlled by the Al-Khayyat family, mainly brothers Moutaz Al-Khayyat and Ramez Al-Khayyat. PIH is a diverse group operating through numerous subsidiaries across construction, infrastructure, real estate, agriculture, hospitality, telecommunications, healthcare, and services. Its key subsidiaries include Urbacon Holding Company WLL, which manages the group's contracting,

[13] J Appoo and others, 'The Use of Aldabra and its Protected Waters by Marine Mammals' (2019) 1(2) Seychelles Research Journal 199.
[14] S Hamylton, A Hagan and N Doak, 'Observations of Dugongs at Aldabra Atoll, Western Indian Ocean: Lagoon Habitat Mapping and Spatial Analysis of Sighting Records' (2012) 26 International Journal of Geographical Information Science 839.
[15] DR Stoddart and Serge Savy, 'Aldabra: Island of Giant Tortoises' (1983) 12(3/4) Ambio 180.
[16] https://mfa.gov.sc/news/salient-agreement-of-assomption-facility-with-na-press-and-public/

infrastructure, energy, and construction operations and includes Urbacon Trading & Contracting WLL ("UCC"), the construction firm that laid the foundation for the wider group. Other significant subsidiaries are Baladna (food and dairy production), Aura Group (hospitality, entertainment, and lifestyle businesses), and TMT Group (telecommunications investments).

The sublease itself was signed by OBIL, a company established under Seychellois law to "acquire, invest in, develop, sell, lease, manage and operate" properties in Seychelles.[17] OBIL is a subsidiary of Assets Group.[18]

1.14. These various PIH entities are interrelated in the development on Assomption. Assets Group holds OBIL, UCC performs work on Assomption, International Design & Consultant Corporation("IDCC") is a project management and design company linked to the transaction. Their overlapping roles are sometimes difficult to understand and separate out and so, for ease of reference, these companies are referred to through this report as the "Developers".

B. Islands Development Company

1.15. Several key Seychellois entities are also involved in the transaction. The first is IDC, a state-owned parastatal registered under the Companies Act of 1980, responsible for developing and managing Seychelles' outer islands. It is regulated under the Public Enterprise Act of 2023 and reports to the Minister Responsible for Islands. Established in the early 1980s, Mr. Glenny Savy served as CEO for 35 years until his retirement in 2024. The Government of Seychelles leased the island to IDC, which then subleased it to the Developers. As part of the sublease agreement, IDC was also contracted by the Developers to carry out construction on the island. Consequently, IDC holds rights and responsibilities as a public enterprise, lessee, sublessor, and contractor concerning the island.

C. The Conservation organisations: ICS and SIF

1.16. Two conservation organisations are also significant in the discussions that follow. The first is Island Conservation Society ("ICS") which was established in 2001 as an association under the Registration of Associations Act[19] to "manage the islands sustainably" through "ecotourism and international conservation partnerships."[20] It has worked in partnership with IDC under a memorandum of understanding, and later a formal agreement endorsed by the Ministry of Environment of Seychelles. It currently has conservation

[17] Ocean Breeze Investments Limited 'Memorandum of Association' 15 September 2023.
[18] Its shareholding is 99% held by an entity called Seabreeze Holdings Limited, (a Seychellois International Business Company incorporated in Seychelles on 28 July 2023 which is wholly owned by Assets Group) and 1% by Assets Group. It is accepted that OBIL is effectively a subsidiary of Assets and part of the PIH Group.
[19] Registration of Associations Act 1959, now the Associations Act 2022.
[20] ICS website, http://www.islandconservationseychelles.com/history.html.

centres on five islands leased to IDC. ICS was initially contracted by the Developers to perform the Environmental and Social Impact Assessment ("ESIA") and to handle environmental and conservation matters on the Island.

1.17. The second, Seychelles Islands Foundation ("SIF") is a non-profit charitable organisation established in 1979 under a Presidential Decree to manage and protect two of Seychelles' unique and important natural ecosystems: the Aldabra, the UNESCO World Heritage Site and the Vallée de Mai on Praslin.[21] The scope of its projects have grown considerably, but still focus on conservation of the biodiversity and ecosystems where "conservation, research, education and tourism are sustainably balanced."[22] The President of the Republic of Seychelles is the patron of SIF, and appoints the members of the board of Trustees.

PART IV — TERMS OF REFERENCE[23]

1.18. The Commission's mandate, as set out in Article 3 of the constituting instrument, is extensive in scope. The Commission was charged with inquiring into and reporting upon nine principal areas of concern, each of which is addressed in the substantive chapters of this Report. The chapters do not follow the lettered order of the constituting instrument in every respect; the order adopted reflects the logical sequence of the transaction and its consequences, as explained in section 1.7 below. The areas of inquiry are summarised here for introductory purposes:

1.19. The Origin and Execution of the Sublease. To examine the comprehensive history and factual context of the subleasing of Assomption Island, from any initial expressions of interest through to the formal execution of the Sublease, including any events, decisions or matters, prior or subsequent to execution, bearing upon the Sublease's implementation or broader impact, and in particular discussions between the Government of Seychelles, IDC and any relevant third parties.

1.20. Parties and Negotiators. To identify and investigate the roles of all parties, persons, public officials, intermediaries and advisers involved, whether directly or indirectly, in the negotiations and execution of the Sublease.

1.21. Planning and Ancillary Permissions. To examine the circumstances, processes and procedures under which planning permission and all ancillary permissions, licences or approvals were granted in respect of developments on Assomption Island, including whether any application for environmental authorisations was made as part of the planning process and how it was assessed; the subsequent monitoring and enforcement by the Planning

[21] Seychelles Islands Foundation (SIF) Decree 1979.
[22] SIF website, https://www.sif.sc/about
[23] Commission of Inquiry Terms of Reference, Annexure 1.

Authority; and whether any illegal or undue interference, pressure or influence was exerted upon planning or other public bodies.

1.22. Compliance with Law and Permissions. To determine whether the developments on Assomption Island were conducted in compliance with the laws of Seychelles, including those governing the employment of non-Seychellois workers, and in accordance with all relevant planning permissions, approvals and licences.

1.23. Environmental and Ecological Impact. To assess both the actual and projected impact of the developments upon the environment and ecology of Assomption Island itself, and upon surrounding areas, with particular attention to the UNESCO World Heritage Site of the Aldabra Atoll; to identify all persons involved in environmental decision-making processes relating to the development; and to examine whether undue influence was brought to bear in the granting of any environmental authorisations.

1.24. International Flights. To investigate whether any international flights landed on or took off from Assomption Island following the execution of the Sublease, and, if so, to clarify the full circumstances, including authorisation, the identity of those who granted it, and whether any illegal or improper pressure was applied to aviation or security authorities for that purpose.

1.25. Transparency, Legality, and Financial Probity. To examine, having regard to all the circumstances which led to the entering into of the Sublease, including any commercial negotiations between the parties, the commercial rationale for the Sublease and whether the agreed rent represents fair market value; to determine whether the terms secured are commercially prudent and serve the best financial interests of the Republic; to establish whether any undue payments, bribes, kickbacks or other illicit benefits were effected to anyone in connection with the granting or entering into of the Sublease or in relation to the developments; and, where any such benefit is found, to establish its source, destination and routing, and to identify those who solicited, received or benefited from it.

1.26. The Visit of President Ramkalawan to the Maldives. To inquire into any potential connection, influence or relevance between the official visit of the then President of the Republic, Wavel Ramkalawan, to the Republic of the Maldives from 11 to 14 June 2023, and the granting of the Sublease or any decisions related thereto.

1.27. Sovereignty over Assomption Island Post-Sublease. To determine whether any abdication of the Republic's sovereignty over Assomption Island has occurred subsequent to the execution of the Sublease.

PART V — LEGAL FRAMEWORK GOVERNING THE COMMISSION

1.28. The Commission was established pursuant to the Commissions of Inquiry Act, which confers upon a Commission wide-ranging powers to conduct an inquisitorial inquiry into matters of public interest. The Procedures and Rules adopted by the Commission,[24] set out the detailed procedural framework within which the Commission conducted its work.

1.29. As the Procedures and Rules make plain, the Commission operated as an inquisitorial, not an adversarial, body. Its purpose was to investigate, gather facts and establish the truth in the public interest. The Commission was accordingly not bound by the strict rules of evidence applicable in ordinary court proceedings, though it was required to observe principles of natural justice and procedural fairness throughout. Its findings are findings of fact, not determinations of criminal guilt or civil liability; and its conclusions and recommendations, while authoritative, do not of themselves determine legal consequences for any individual or entity.

PART VI — METHODOLOGY OF THE COMMISSION

1.30. The Commission sat at the Court of Appeal, Île du Port, Mahé, Seychelles, as its primary venue, complemented by online virtual hearings for witnesses unable to attend locally. All proceedings of the Commission, except those held in camera for the protection of witnesses, national security concerns, or the administration of justice, were conducted in public in accordance with section 11 of the Act and the Commission's own rules. Interrogatories were also issued to enable witnesses to respond to evidence received by the Commission.

1.31. The Commission approached its mandate through a methodology combining the examination of documentary evidence, depositions, and the oral testimony of witnesses. This tripartite approach was designed to ensure that the Commission's findings would be grounded in a comprehensive evidentiary record, tested where possible by direct examination, and corroborated across multiple independent sources. The Commission's public hearings were conducted between 12 January and 31 March 2026.

Documentary Evidence

1.32. The Commission gathered and reviewed an extensive body of documentary evidence relevant to the matters within its terms of reference. This included official government records, ministerial correspondence, interagency communications, planning applications and decisions, environmental assessments and authorisations, commercial agreements and supporting instruments, corporate registration and beneficial-ownership records, financial documentation, and records pertaining to occupational permits,

[24] The Procedures and Rules adopted by the Commission Gazette Notice No. 1301 of 2025, Official Gazette No. 88 (Extraordinary) of 23 December 2025.

immigration and aviation authorisations. The Commission exercised its statutory power under the Act to require the production of documents, books and plans, and directed that relevant materials be provided in searchable electronic format to facilitate efficient analysis. Where documents contained confidential commercial or personal information, the Commission received them on a confidential basis and, where appropriate, reviewed them in camera.

1.33. The Commission observed the standard, set out in its Procedures and Rules, that a sufficient description, provenance or chain of custody be established to contextualise each document's significance before its admission into evidence.

Depositions

1.34. In addition to oral hearings, the Commission received evidence by way of interrogatories. Pursuant to section 12(2) of the Commissions of Inquiry Act, the Commission was empowered to receive evidence by affidavit and to administer written interrogatories to any person, requiring full and true replies. This mechanism was employed in a number of instances, in particular where witnesses were located outside the territory of Seychelles, where the nature of the evidence was such that a written statement under oath was the most efficient and reliable means of capture, or where the Commission directed that preliminary statements be filed ahead of scheduled oral hearings. It was also used where the Commission could not take oral testimony from witnesses who wished to express themselves in Creole, owing to the unavailability of an accredited interpreter.

1.35. The Commission was careful, in accordance with its Procedures and Rules, to give appropriate weight to evidence not directly tested by examination, and in every case where evidence bore adversely upon the interests of an identified individual or entity, that party was afforded an opportunity to respond.

Oral Testimony

1.36. The Commission heard witnesses who gave oral evidence under oath or affirmation administered by the Commissioner or Secretary. In accordance with its inquisitorial mandate, the Commission conducted and directed the questioning, in a manner designed to elicit the truth. Witnesses summoned before the Commission were advised of their rights, including the privilege against self-incrimination and the entitlement to witness expenses in accordance with the Act. The Commission extended appropriate protections to those witnesses who faced a well-founded apprehension of reprisal, retaliation or other adverse consequence from giving evidence, in accordance with Part VI of the Procedures and Rules. Such witnesses were, where justified, afforded the benefit of in camera testimony, confidential treatment, anonymity or other protective measures, without prejudice to the

Commission's obligation to observe procedural fairness towards interested parties.

1.37. The Commission also received evidence from witnesses participating via secure online videoconference, in accordance with Part V of the Procedures and Rules, particularly in respect of witnesses located abroad or for whom in-person attendance would have occasioned genuine difficulty.

Expert Evidence

1.38. Where matters of technical, scientific, financial, legal or environmental complexity arose within the terms of reference, the Commission received and considered expert evidence, including from a land valuer and a forensic auditor, and from independent environmental experts. The Commission was empowered under its Procedures and Rules to appoint expert advisers and to receive expert reports from qualified persons on specified issues. Expert evidence was assessed in the same manner as other evidence, with appropriate weight given to qualifications, methodology, and the independence of the expert from the parties and the subject-matter under examination.

PART VII — UNDISPUTED SIGNIFICANT EVENTS

1.39. The following is a chronology of the circumstances surrounding the Assomption development to date:

29 April 2023	Representatives from Assets Group visited Seychelles to source potential development sites
3 June 2023	IDC advertised a call for Expressions of Interest for Assomption and Coetivy over a period of several days
11-14 June 2023	President Ramkalawan and entourage undertake State Visit to Maldives, meet Ramez Al-Khayyat and spend 5 nights at Waldorf Astoria Ithaafushi
26 June 2023	Assets Group submits proposal for development on Assomption
9 August 2023	IDC Project Committee meet regarding the Expression of Interest ("EoI")
15 August 2023	ICS and IDCC sign environmental consultancy agreement for "Assomption resort", to include producing the ESIA
23 August 2023	Assets receives Intention of Award for development on Assomption
15 September 2023	OBIL is incorporated in Seychelles
13 October 2023	ICS appointed as government approved EIA consultant for the Assomption Development

18 October 2023	Application for runway extension submitted to Planning Authority by ATOM
8 November 2023	Master plan and drawings submitted for Planning Review and Approval by ATOM
10 November 2023	Runway extension application approved,
17 November 2023	Environmental approval for the runway extension granted subject to 12 conditions and Planning approval for runway extension transmitted to IDC and Atom.
4 January 2024	Outline planning approval received
26 January 2024	ESIA process officially starts, inception meeting with MACCE and IDC
5 February 2024	MACCE held stakeholder scoping meeting
15 February 2024	Scoping meeting with members of the Seychelles Marine Spatial Plan.
9 March 2024	MACCE holds public meeting
3 April 2024	Scoping report sent by ICS to MACCE
17 April 2024	Terms of Reference for ESIA issued by MACCE
13 May 2024	ESIA published for public comment (first ESIA)
23 May 2024	Ad-hoc working group meeting
25 Jun 2024	Updated ESIA shared internally (second ESIA)
3-24 July	Public inspection of ESIA
31 July 2024	Comment deadline for ESIA
18 August 2024	MACCE raises concerns arising out of the ESIA Report
25 August 2024	President Ramkalawan visits Assomption with Minister Joubert and Minister Rangasamy, three MNAs, several other people, including the CEO and Dep CEO of IDC and the CEO of ICS
28 August 2024	President holds meeting at State House regarding issuance of NOA
29 August 2024	NOA issued by MACCE with comments
3 Sept 2024	Architectural packages submitted to Planning Authority
18 September 2024	Lease agreement signed between IDC and Developer
23 October 2024	Back of house architectural approval received

6 December 2024	Back of House Structural approval received
10 December 2024	Construction works begin
27 February 2025	President appoints SIF in substitution of ICS in SONA
28 February 2025	SIF assumes responsibility as Environment Conservation and Biosecurity Scope
9 March 2025	Developer issues draft MOU to SIF
15 May 2025	Seychelles Planning Authority issues Stop Notice
21 May 2025	Stop Notice withdrawn
June 2025	Environmental Officer appointed by SIF, but remains 1 month
12 August 2025	SIF signs MOU with Developers
September 2025	Daniel Rosette deployed to Assomption as Environmental Officer
13 November 2025	MACCE issues Prohibition Notice
14 November 2025	Planning Authority issues Stop Notice
9 December 2025	Commission of Inquiry into Lease and Development of Assomption established by and Terms of reference published in Government Gazette.
17 February 2026	Partial retraction of Stop Notice by Planning Authority

PART VIII — PROCEDURAL FAIRNESS AND NATURAL JUSTICE

1.40. Throughout its proceedings, the Commission was mindful of its obligation to observe the principles of natural justice and procedural fairness. Persons whose conduct was the subject of inquiry, or who were in any way implicated or concerned in the matters under investigation, were entitled to be represented by counsel or attorney at the whole of the inquiry, in accordance with section 16 of the Act and Rule 26 of the Commission's Procedures and Rules. No witness exercised the right to be so represented.

1.41. Where the Commission identified that evidence heard or documents examined bore adversely upon the interests or reputation of any particular individual or entity, that person received notice of the relevant matters and was afforded a reasonable and meaningful opportunity to respond, whether by giving evidence, calling witnesses, making submissions, or by such other means as the Commission permitted. The Commission's practice, prior to finalising any adverse finding, was to provide the relevant portions of its draft findings to the person concerned, inviting written comments to identify factual errors, inaccuracies or matters requiring clarification, in accordance with Part IX of the Procedures and Rules. The Commission retained absolute

discretion as to the weight to accord to any such comments and to the final form and content of this Report.

1.42. In the discharge of that practice, and before finalising the adverse findings recorded in this Report, the Commission gave written notice of the potential adverse findings to each person and entity against whom such findings were in contemplation, namely Mr. Wavel Ramkalawan, Mr. Glenny Savy, Mr. Bernard Georges, the Islands Development Company and the Developer, identifying in each case the substance of the matters and of the evidence relied upon, and inviting written representations. The representations received in response have been considered by the Commission, in their entirety and in relation to each matter raised, before the findings in this Report were settled; and the Commission's consideration of them, together with the respects in which they have caused it to qualify or to maintain its findings, is recorded at the appropriate place in each Chapter to which they relate.

1.43. Of those to whom notice was given, Mr. Wavel Ramkalawan and Mr. Bernard Georges alone elected not to make representations upon the substance of the matters put to them. They responded jointly, by a Joint Open Response dated 26 June 2026, in which they declined the opportunity afforded and contended that the Commission's procedure was unfair and that its report was already final. The Commission has considered that Response and, for the reasons set out in Chapter X, has rejected those contentions and is satisfied that the procedure it followed observed the principles of natural justice and its own Procedures and Rules.

1.44. The Commission also gave careful consideration throughout to the distinction between findings of fact for the purposes of this Report, which are made on the balance of probabilities, assessed holistically across the totality of the evidence, and any question of criminal liability or civil responsibility, which are matters exclusively for the courts. This Report does not purport to, and does not, determine the guilt or innocence of any person in any criminal sense.

PART IX — ORGANISATION OF THIS REPORT

1.45. This Report is organised in accordance with the areas of inquiry set out in the Commission's terms of reference, arranged to follow the chronology and logic of the transaction and its consequences. Following this introductory chapter, the Report proceeds as follows.

1.46. Chapter II examines the origin and execution of the Sublease and, with it, the roles of the parties and negotiators (terms of reference (a) and (b)). It traces the factual history from the first interest in early 2023, through the EoI of 3 June 2023, to the execution of the instrument of 18 September 2024 and the matters of implementation that followed. The Chapter sets out the Commission's findings on the conduct of the EoI process, the character of the USD 20 million prepayment, the description of the demised area, the sanction

under the Immovable Property (Transfer Restriction) Act, and whether there was executive pressure brought to bear in the period immediately preceding execution.

1.47. Chapter III considers the planning and ancillary permissions granted in respect of developments on Assomption Island (term of reference (c)): the runway-extension approval, the hotel permissions, the sand-extraction permit and its variation, and the ancillary permissions for workers' accommodation, the jetty and the plant nursery. It addresses the classification of the runway extension, the regulations attending the sand-extraction permit, and the monitoring and enforcement of the ancillary permissions.

1.48. Chapter IV addresses compliance with the laws of Seychelles governing the employment of non-Seychellois workers (term of reference (d)): the Gainful Occupation Permit and work-permit process, it enquires into the granting of permits, the routing of the foreign-owned contractor's workforce through the IDC, the welfare monitoring of employees on Assomption, and the reconciliation between the permit regime and the cap on worker numbers imposed under the environmental authorisation.

1.49. Chapter V sets out the Commission's findings on the environmental and ecological impact of the developments, with particular attention to the Aldabra Atoll (term of reference (e)): the unique ecological character of Assomption and the absence of pre-development baselines; the conduct and adequacy of the Environmental and Social Impact Assessment; the biosecurity risk to Aldabra; whether construction has followed the imposed mitigation regime; and whether improper influence was brought to bear upon environmental decision-making, including considering the Republic's international obligations.

1.50. Chapter VI examines the question of international flights to and from Assomption Island and the circumstances of their authorisation (term of reference (f)): specifically the authorisation of international landings and departures on Assomption outside the published aeronautical framework, and whether pressure was exerted upon the aviation authorities.

1.51. Chapter VII considers the visit of the then President, Mr Wavel Ramkalawan, to the Republic of the Maldives in June 2023, and its relevance, if any, to the Sublease (term of reference (h)) whether the visit was contrived as a pretext to meet the Developer and whether there was any impropriety to which the visit and the attendant accommodation gave rise.

1.52. Chapter VIII addresses transparency, legality and financial probity (term of reference (g)): the commercial rationale for the Sublease and whether the agreed rent represents fair market value and serves the best financial interests of the Republic; whether any undue payments, bribes, kickbacks or other illicit benefits were effected to anyone in connection with the granting of the

Sublease or the developments; and, where any such benefit is found, the source, destination and routing of the payment and the identity of those who solicited, received or benefited from it.

1.53. Chapter IX addresses the question of sovereignty over Assomption Island in the aftermath of the Sublease (term of reference (i)): whether any abdication of the Republic's sovereignty over Assomption Island has occurred subsequent to the execution of the Sublease.

1.54. Chapter X draws together the Commission's overall conclusions and sets out its consolidated recommendations.

CHAPTER II: The Origin and Execution of the Sublease

PART I — INTRODUCTION

2.1. It is first necessary to note that the Island, Assomption, is the sovereign territory of the Republic of Seychelles. The Island is leased by the Government of Seychelles to IDC, which is a state-owned entity. IDC have in turn subleased part of Assomption to OBIL. At the core of this Commission is a question about the legality of the sublease of Assomption to OBIL. This question is the concern of this chapter.

2.2. The Commission was directed to review the full history and factual background of the subleasing of Assomption Island, or any part of it. It was asked to consider any initial expressions of interest, the negotiations between the parties, and the formal signing of the Sublease. The Commission was also asked to look at any events, decisions or issues, before or after the signing, that could affect its implementation or its effects. Those included discussions involving the Government of Seychelles (the "Government"), the Islands Development Company Limited ("IDC"), and other relevant third parties.

2.3. The Commission was further instructed to identify and investigate the roles of all parties, persons, officials, intermediaries and advisers involved, directly or indirectly, in the negotiations leading to the grant and execution of the Sublease.

2.4. To address this first part of its Terms of Reference ("ToR"), the Commission examined documentary evidence and heard oral testimony, on oath, from twelve witnesses over twelve sittings between 12 January 2026 and 31 March 2026. The Commission also received documentary exhibits and extensive supporting bundles from the Republic, IDC, the Seychelles Planning Authority, the Ministry of Agriculture, Climate Change and Environment "MACCE"), the SIF, the ICS, the Developer OBIL, and State House.

2.5. The witnesses heard whose testimony bore materially on the origin and execution of the Sublease, were, in order of appearance:

i. Mr. Fred Hoareau, Deputy Registrar of Companies (12 January 2026, 8.30 a.m.);

ii. Mrs. Angela Servina, Chief Executive Officer of the Seychelles Planning Authority (12 January 2026, 9.30 a.m.);

iii. Mrs. Nanette Laure, Director General, MACCE (13 January 2026, 9.00 a.m.);

iv. Mr. Cyril Bonnelame, then Chief Executive Officer of IDC and former Chair of the Planning Authority (12 January 2026, 11.14 a.m.);

v. Mr. Hilal and Mr. Raihan for OBIL and IDCC (12 January 2026, 2.00 p.m., by video-link from Qatar);

vi. Mr. Christian Lionnet, then Deputy Chief Executive Officer of IDC (13 January 2026, 1.00 p.m.);

vii. Mr. Denis Barbé, Principal Secretary for Lands (11 March 2026, 10.00 a.m.);

viii. Mr. Abid Butt, former Group Chief Executive Officer of Assets Group (16 March 2026, by video-link from the United States);

ix. Mr. Omar Al-Salihi, General Manager of IDCC (16 March 2026, 9.29 a.m., by video-link from the United States);

x. Mr. Glenny Savy, former Chief Executive Officer of IDC (17 March 2026, 10.30 a.m., in camera but without a request for anonymity in this Report); and

xi. Mr. Wavel Ramkalawan, former President of the Republic (18 March 2026, 9.00 a.m.).

2.6. There were two additional witnesses granted anonymity who testified in camera.

2.7. This Chapter is arranged as follows. Part II lists the principal documentary exhibits, each with a short summary. Part III sets out the oral evidence, witness by witness, confined to what bears on the origin and execution of the Sublease. Part IV draws that evidence together in chronological order, from the first Qatari interest in early 2023 to execution on 18 September 2024 and the matters of implementation that followed. Part V states the Commission's findings, and Part VI its recommendations.

PART II — DOCUMENTARY EXHIBITS

A. First Headlease: Republic of Seychelles to IDC, 30 April 2014[25]

2.8. By instrument dated 30 April 2014, the Republic of Seychelles, represented by Mr. Joseph Francois, Principal Secretary for the Ministry of Land Use and Housing, leased to IDC, represented by Mr. Glenny Savy, a number of islands of Seychelles, namely Silhouette; Platte; Desroches; Remire; Marie-Louise and Desnoeufs (five islands of the Amirantes Group); Poivre Atoll; Alphonse and St. François Atolls; Providence Atoll; the Farquhar Group of Islands; Cosmoledo Atoll; Astove; and Assomption (the First Headlease). The term was ninety-nine (99) years from 1 January 1995 at a token annual rent of one Seychelles Rupee (SCR 1/-). The lease was witnessed and notarised by Mr. Francis Chang-Sam. This lease replicated the same lease between the same parties which was made on 20 December 1994 in all material aspects, except

[25] Annexure 1.

that in schedule 1 two islands, Astove and Assomption, are included into the list of islands leased to IDC.

B. Second Headlease: Republic of Seychelles to IDC, 5 July 2024[26]

2.9. By instrument dated 5 July 2024, the Republic of Seychelles (the "Lessor"), represented by Mr. Denis Barbé, leased to IDC (the "Lessee"), represented by Mr. Glenny Savy, the island of Assomption for a term of ninety-nine (99) years from 1 July 2024 at a token annual rent of SCR 1/-. The lease was witnessed and notarised by Mrs. Julia Jean (the "Second Headlease").

2.10. The main clauses of the Second Headlease, relevant to the origin and execution of the Sublease, are:

i. Clause 2(10) prevents the Lessee from assigning, transferring, subletting, parting with possession, or in any way alienating the whole or any part of the demised premises without the prior explicit written consent of the Republic.

ii. Clause 2(11) prohibits the Lessee from causing or permitting pollution of the land, sea or air; the Lessee bears all costs of mitigation and removal of any source of pollution.

iii. Clause 2(13) prohibits the Lessee from excavating or disposing of any earth or minerals from, in, or under the demised land.

iv. Clause 4(i) gives the Republic a right of forfeiture in the event of any breach of the covenants by the Lessee.

v. Clause 2(9) and the Third Schedule confine the permitted use of the demised premises to "the management and development of Assomption Island" by the Lessee.

vi. The Second Schedule provides that any dispute under the lease is to be referred to arbitration before either the Chief Justice or a Judge of the Supreme Court.

C. Sanction Letter

2.11. By letter dated 27 March 2024 under reference IPTR/2233, Mr. Denis Barbé, communicated to Mr. Jean-Marc Lablache, legal consultant to the Developer, approval for sanction under the Immovable Property (Transfer Restriction) Act ("IPTRA") for OBIL to take a Sublease from IDC over an area of "approximately 40–50 hectares" of Assomption Island for a term of seventy (70) years at an annual rent of USD 2 per square metre.

2.12. Four conditions were attached:

[26] Annexure 2.

i. payment of a sanction fee of 1.5 per cent of the lease value;

ii. payment of stamp duty under the Stamp Duty Act;

iii. conversion of all foreign-currency consideration into Seychelles Rupees at the Central Bank of Seychelles mid-rate prevailing on the date of execution; and

iv. completion of the project within three (3) years from the date of sanction (i.e. by 27 March 2027).

2.13. The Commission notes that the four conditions attached to the sanction do not address the upfront capital structure later adopted in the Sublease.

D. Sublease: IDC (and Republic) to OBIL, 18 September 2024[27]

2.14. A Sublease of land on Assomption was registered on 18 September 2024, reflecting an agreement between IDC (as Sublessor) represented by Glenny Savy, and OBIL (as Sublessee) represented by Mr. Abid Butt. The Republic of Seychelles (as endorser) represented by Mr. Denis Barbé signed the Sublease. The key conditions relevant to the origin and execution of the Sublease are:

i. Term and area. Seventy (70) years from execution. The demised area is described in 1 as "a minimum area of 400,000 sq metres," with the actual extent to be verified by survey by 31 December 2025.

ii. Rent. USD 2 per square metre per annum; but by clauses 9(c) and 9(e), a single sum of USD 20 million was payable upfront in lieu of the first 25 years' rent: USD 5 million on signing, USD 5 million by 15 December 2024, and USD 10 million in twelve monthly instalments through 2025. A 24-month rent-free grace period was provided for any further sums.

iii. Civil contract exclusivity. IDC is established as the sole civil contractor for the development. The civil contract was subsequently executed on 29 October 2024 to the value of USD 40,612,662.12 for grey works over a 20-month period and is the operative engagement.

iv. Sub-letting rights. Clause 13 of the Sublease provides that, after the Sublessee has operated the Hotel for at least five years from the Opening Date, it may further sublease the Hotel, or sell, assign or transfer any rights or interests under the Sublease to any third party, but only with the Sublessor's prior consent (not to be unreasonably withheld). Any sub-sublessee, assignee or transferee must irrevocably undertake to observe the covenants of both the Sublease and the Headlease.

v. Clauses 14(a) and 14(b) entitle the Sublessee, on thirty (30) days' notice to IDC, to grant further subleases to its subsidiaries, affiliates, or to individual villa owners. The Commission notes the tension between clauses 13 and 14

[27] Annexure 2.

of the Sublease and clause 2(10) of the second Headlease, which prohibits any downstream alienation of the Sublease without the express written consent of the Republic.

vi. Construction milestones. Clause 17(B)(c) requires construction to begin within three (3) months of detailed planning approval, or nine (9) months of the Sublease, whichever is earlier, and to be completed within thirty-six (36) months.

vii. Acknowledgement of non-Seychellois sublessee. Clause 59 expressly acknowledges that the Sublessee is not a Seychellois person within the meaning of the IPTRA and refers to sanction IPTR/2233 of 27 March 2024.

E. Supporting Bundles

2.15. Supporting bundles admitted into evidence, insofar as they bear on the origin and execution of the Sublease, include:

i. the corporate filings bundles produced by Mr. Fred Hoareau on 12 January 2026 (IDC, OBIL, and associated entities), together with extracts from the Mortgage Repertoire 51-7B TB9-51 recording the USD 20 million payment;

ii. the Maldives State Visit programme of 5 June 2023 and the Mission Report compiled by the Ministry of Foreign Affairs;

iii. the Verbatim Report (Hansard) of the National Assembly for 20 June 2023;

iv. the Interim Report of the Islands Committee of the National Assembly of August 2020;[28] and

v. Contract between ICS and IDCC for environmental consultancy to undertake ESIA for Assomption dated 15 August 2023.

vi. the Letter of Intent of 23 August 2023 from IDC to Mr. Butt.

PART III — WITNESS-BY-WITNESS SUMMARY

2.16. The summaries below are not verbatim. They reflect the substance of the evidence given on oath, with such direct quotation as is necessary to convey precisely what a witness said where the wording itself is material. They are confined to passages bearing on the origin and execution of the Sublease.

(i) Mr. Fred Hoareau, (former) Deputy Registrar of Companies

Sitting of 12 January 2026, 8.30 a.m.

2.17. Mr. Hoareau, called as the first witness, produced the corporate filings of the principal companies before the Commission. He confirmed that IDC was

[28] Interim Report of the Islands Committee of the National Assembly, August 2020 available at https://www.nationalassembly.sc/sites/default/files/2022-03/Interim%20Report%20of%20the%20Islands%20Committee%20of%20the%20National%20Assembly.pdf.

incorporated on 29 April 1980. Its main shareholders were originally the Société Seychelloise d'Investissement and, from 2013, the Government of Seychelles. He produced the first Headlease of 1993 (under which IDC held all of the outer islands for ninety-nine years) and the second Headlease of 5 July 2024 by which a fresh ninety-nine-year lease was granted for Assomption alone.

2.18. He produced the Sublease of 18 September 2024, confirmed as registered, and identified the Mortgage Repertoire entry 51-7B TB9-51, recording the upfront USD 20 million consideration.

2.19. With regard to the sublessee, Mr. Hoareau confirmed that OBIL was incorporated on 15 September 2023, with two directors, Mr. Abid Butt and Mr. Omar Al Mashhour, and two corporate shareholders, Sea Breeze Holdings and Asset Real Estate Development, both foreign entities and both represented in the register by Mr. Butt.

(ii) Mrs. Angela Servina, Chief Executive Officer of the Seychelles Planning Authority

Sitting of 12 January 2026, 9.30 a.m.

2.20. Mrs. Servina gave a full narrative of the planning history of the Assomption project.

2.21. She testified that the project was first presented to the Planning Authority by Mr. Michel Savy and Mr. Danny Souffe on 3 November 2023, for a proposed development of 41–42 villas, a spa, stables and an IDC village. A separate application for an extension of the airstrip had been submitted on 18 October 2023 and approved on 10 November 2023. The Environmental Authorisation for the runway extension included conditions for the preservation and protection of the environment during the runway construction.[29]

2.22. The Notice of Acceptance ("NOA") for the principal hotel development was issued by the Ministry of Environment (signed by Mrs. Nanette Laure) in early September 2024.[30]

2.23. Mrs. Servina confirmed that the Planning Authority and IDC jointly engaged Surveyor Mr. Nicholas Oniare to survey Assomption in January 2025. The first detailed planning submissions were lodged on 23 September 2024; the first detailed approval was issued on 7 November 2024.

2.24. On the conduct of the Developer and IDC, Mrs. Servina testified that the construction licence application made by the Developer's subcontractor (UCC Sey) under Class 1 was refused: the Headlease confined the right to develop to IDC, and only IDC could hold a Class 1 construction licence. She described the

[29] See condition 10 in letter from MACCE dated 17 November 2023.
[30] Annexure 4.

Developers as persistent - "pushy" was her word - but said the Planning Authority "stood [their] ground".

(iii) Mr. Hilal and Mr. Raihan, for OBIL and IDCC

Sitting of 12 January 2026, 2.00 p.m., by video-link from Qatar

2.25. The witnesses, appearing for the Developer, set out the corporate and project history from the EoI published on 3 June 2023. Assets Group submitted a response on 26 June 2023 and a letter of intent was issued by IDC on 23 August 2023. They received outline planning approval in principle in January 2024 for a development of approximately 600 beds, 42 villas, and 8 restaurants. Following the ESIA process, the required NOA was issued by MACCE on 29 August 2024 with 27 conditions. The Sublease with IDC was executed on 18 September 2024. The Developers confirmed that draft leases had been exchanged with IDC as far back as during the EoI period.

2.26. Mr. Hilal and Mr. Raihan confirmed the corporate structure of the Developers PIH is the holding company, but , Assets Group would hold the sublease. OBIL was described by Mr. Hilal as "the local representative of Assets Group" UCC Sey is the construction and finishing arm, IDCC is the design management arm, and Edge Collective and Highness handled interior, branding. The witnesses said they were not familiar with Seabreeze Holdings (one of the two shareholders of OBIL).

2.27. Total invested capital was approximately USD 100 million. The operator was confirmed as Rosewood. The Emir of the State of Qatar was described as a keen diver and a potential principal beneficiary of the development, the Royal connection with Assomption going back more than ten years through previous IDC dealings.

(iv) Mr. Cyril Bonnelame, former Chief Executive Officer of IDC (from 6 January 2025)

Sitting of 12 January 2026, 11.14 a.m.

2.28. On taking up the role of CEO at IDC on 6 January 2025, Mr. Bonnelame identified a problem with the civil contract between UCC and IDC, in that although discussions had agreed a project duration of twenty-six months, the contract executed on 29 October 2024 specified twenty months (completion 30 June 2026). He asked Mr. Butt for an amendment; Mr. Butt never addressed the matter. Of concern was the fact that the contract carries a ten per cent penalty clause, approximately USD 4 million on a USD 40.6 million grey-works civil contract. This will be addressed in Chapter VIII.

2.29. Mr. Bonnelame stated that he had received no pressure of any kind from anyone regarding matters under his control.

(v) Ms. Nanette Laure, Director-General, MACCE

Sitting of 13 January 2026, 9.00 a.m.

2.30. Ms. Laure's evidence is summarised here only insofar as it relates to this part of the ToR.

2.31. For a development of the scale and sensitivity of Assomption, the NOA of an ESIA is the gateway to the submission of planning applications. Before construction begins, the NOA requires a meeting between the Ministry, the Developer, the Environment Officer and the contractor to walk through the conditions.

2.32. The Ministry had significant reservations about the environmental impact of the development, and, prior to issuing the NOA, had by letter on 18 August 2024 raised concerns arising from the ESIA Report including inconsistencies, lack of clarity on landscaping, the development footprint, the use of coral stones for aggregate and cladding, stockpile areas, and insufficient information on renovation of the existing jetty. The Developers' environmental consultant, ICS, who had produced the ESIA, replied addressing each point. The environmental officers at the Ministry then held internal discussions and a meeting with the Minister. External meetings followed with both IDC and ICS. The President then held a meeting at State House at which each of the issues raised was discussed. A day later, on 28 August 2024, the NOA was released.

(vi) Witness A (in camera with anonymity)

2.33. Witness A gave sworn evidence describing the President as personally involved at both the environmental and planning stages prior to the approval of the development, exerting pressure on the officials concerned with those processes. Witness A testified that significant pressure was brought to bear on officials to grant government approvals for the development.

(vii) Witness B (in camera with anonymity)

2.34. Witness B gave sworn evidence to the Commission. He held a senior position during the previous administration. He learnt of the proposed USD 20 million upfront sublease payment for Assomption. He agreed that the standard practice would have been for sublease payments to flow to IDC as the holder of the Headlease from the government.

2.35. Ethically, he took the view that although IDC legally held the Headlease, the islands belong to the people of Seychelles, and IDC develops them on behalf of the government. Fiscally, the country was emerging from the COVID period, and any funds generated by state actors would be beneficial to the budget. He was therefore of the view that the USD 20 million should flow to the government rather than to IDC.

2.36. His financial reasoning rested on an assumption that the total project was worth USD 140 million. With a 10–15% profit margin on a project of that size, IDC ought to have been able to raise bank financing for infrastructure works, service the facility from profits, and still pay dividends to the government.

2.37. A Cabinet resolution was issued to the effect that the USD 20 million should come to the government, and the relevant Ministry, led by its Principal Secretary at the time, engaged IDC at the technical level to work out the modalities.

2.38. Later, Witness B learned material facts that had not previously been disclosed to the Government:

i. the value of the work actually contracted to IDC was approximately USD 40 million, not USD 140 million;

ii. the balance of the project value was being undertaken directly by other Qatari companies (later identified to him by the Commission as UCC and IDCC, parts of the Power Holdings / Power International group, with Ocean Breeze International serving as the sublessee/operating vehicle); and

iii. neither government nor, it appears, the full IDC board had been informed of this allocation.

2.39. The financials presented to the IDC Board indicated that IDC faced a solvency problem (not merely a liquidity issue). The auditors would have qualified the accounts on going concern grounds had the USD 20 million been remitted to the government as the Cabinet resolution required.

2.40. At a subsequent meeting, it was explained to the Government that if IDC's solvency was compromised, the Government would, in any case, need to recapitalise it as it is a state owned entity. Cabinet therefore approved a compromise on these terms: the USD 20 million would be released to IDC, and IDC would, in return, commit to paying dividends of at least SCR 15 million annually, so that the USD 20 million would be effectively recovered by the Government over time.

2.41. Witness B still indicated concerns about the underlying structure of the IDC/OBIL agreement. He flagged two questions for the Commission, which he considered material:

i. whether IDC received the full contract value and subcontracted the balance, or whether IDC only ever held a direct contract for the airstrip and associated infrastructure work, with separate contracts running directly between the Developer and the other third-party companies; and

ii. whether the various contracts, in aggregate, genuinely amount to the USD 140 million figure represented to the Government.

2.42. Witness B speculated that transfer pricing had occurred at the Developer's level, given the corporate structure, although he had no direct evidence.

(viii) Mr. Christian Lionnet, (then) Deputy Chief Executive Officer, IDC

Sitting of 13 January 2026, 1.00 p.m.

2.43. Mr. Lionnet is a civil engineer, formerly of the Ministry of Lands (2012–2016), and has been with IDC since October 2019. He confirmed the project chronology in greater detail than any other witness:

i. His first meeting with the prospective investors was on 29 April 2023;

ii. The publication of the EoI was on 3 June 2023;

iii. Only one substantive response was received;

iv. There was a meeting of the IDC Project Committee on 9 August 2023;

v. There was a meeting of the IDC Board on 23 August 2023,

vi. letter of intent issued to Mr. Butt of Assets Group on 23 August 2023.

vii. Mr. Lionnet travelled to Qatar with Mr. Savy and Mr. Moodely (for purposes of management handover) on 7 to 9 December 2024.

(ix) Mr. Abid Butt, former Group Chief Executive Officer of Assets Group

Sitting of 16 March 2026, by video-link from the United States

2.44. Mr. Butt was familiar with Seychelles from earlier development work for Banyan Tree. He met Mr. Afif and Mr. Ramkalawan only "once the project was already in train."

2.45. He confirmed that lease drafts had been exchanged during the EoI period, and that the PIH culture was to be "nimble," by which he meant able to move quickly once the project was approved, and seeing the draft lease would be an important step of preparation. He confirmed an advance payment of USD 5.75 million in October–November 2023, before any Sublease was in place, "for the runway extension," describing this as "normal PIH practice."

2.46. On valuation, Mr. Butt acknowledged that the USD 20 million prepayment and USD 2 per square metre annual rent had not been independently valued by his side; HVS Dubai, a hospitality intelligence consultancy, had conducted a feasibility study for the operator side only. He mentioned that Assets had asked about whether they could receive tax incentives as part of the development and: "we were told in no uncertain terms — wishful thinking, don't bring it up."

2.47. Mr. Butt categorically denied that any assurances had been given to him by Mr. Savy, Mr. Bernard Georges, the President or Mr. Afif relating to the project, and denied that any bribes had been paid.

(x) Mr. Omar Al Salihi, General Manager of IDCC

Sitting of 16 March 2026, 9.29 a.m., by video-link from the United States

2.48. Mr. Al Salihi confirmed the corporate structure of the PIH group. His first visit to Seychelles was on 28–29 April 2023, when he visited both Coetivy and Assomption in the company of Mr. Glenny Savy.

2.49. The EoI was published in June 2023; OBIL was incorporated on 15 September 2023. Mr. Al-Salihi confirmed that draft leases had been exchanged with IDC during the EoI period. The USD 20 million prepayment had been fully paid by the end of 2025. On independent valuation, he deferred to Mr. Butt and to Assets' own due diligence.

2.50. Mr. Al-Salihi confirmed that he was aware that one of the Al-Khayyat brothers had met Mr. Ramkalawan in the Maldives in June 2023, at the Waldorf Astoria Ithaafushi, during Mr. Ramkalawan's State Visit, and that the meeting took place during the EoI period. He explained that it was common practice for Mr. Al Khayatt to greet VIPs such as president or royal families that stay at the Waldorf Astoria.

(xi) Mr. Denis Barbé, Principal Secretary for Lands

Sitting of 11 March 2026, 9.00 a.m.

2.51. Mr. Barbé, a surveyor of twenty-four years' standing in the Ministry, signed both the second Headlease and the Sublease. He was approached by IDC in approximately August 2024 regarding the new Headlease. The Headlease was drafted by the Attorney-General's Chambers; the Sublease was drafted by Mrs. Priscille Chetty.

2.52. On Annexure 1 to the Sublease ("the Leased Premises … a minimum area of 400,000 square metres"), Mr. Barbé made the following admission: he had never verified the area, never had it surveyed, no beacons had been placed; the area was in the Commissioner's words "a moveable feast"; and in his own words*, "it should have been a subdivision."* The Republic's endorsement was executed without knowledge of the actual area demised.

2.53. On the rent basis of USD 2 per square metre, he stated that "the best person to ask is Mr. Lablache." By way of comparison, the Platte Island rent was in the range of USD 1.00 to USD 1.50 per square metre.

(xii) Mr. Glenny Savy, former Chief Executive Officer of IDC

In-camera sitting (with no request for anonymity), 17 March 2026, 10.30 a.m.

2.54. Mr. Glenny Michael Savy described himself as a retired person with private business interests, and as the former Chief Executive Officer of IDC, having served IDC for 43 years, of which approximately 35 years were as the Head of the Organisation. He spoke to events both during and after his tenure, the great bulk of which concerns the period leading up to his departure at the end of December 2024.

2.55. He explained the framework within which Assomption fell. There is a Headlease between the Government of Seychelles and IDC, by which the outer islands are leased to IDC. IDC, as Headlessee, has the contractual right under the Headlease to sublease parcels of land on the islands to third parties for development.

2.56. He emphasised that IDC is a company registered under the Companies Act and that the decision to enter into a Sublease lies with the Board of IDC. On his reading of the Headlease, IDC does not strictly require Government permission to Sublease; the obligation is essentially one of information. In practice, however, IDC has consistently engaged the Government in advance and, where a foreign entity is involved, has sought sanctions.

2.57. He described the way that projects have historically begun on the IDC islands, that typically potential investors approach IDC with a proposed project, the Board will generally put out an EoI to see whether there is any other interest in the market to do a similar project, and if there is will take a decision whether to have a more formal tender process, or whether to simply proceed with the proposed project.[31]

2.58. He referred to a separate, pre-existing lease relating to Assomption which had been signed in the Michel administration, in connection with the Indian naval project. He stated that he had insisted, at that earlier time, that the geotechnical and bathymetric survey for the Indians be carried out by IDC's local contractor (UCPS) rather than by the Indians themselves.

2.59. Mr. Savy stated that IDC's subleases have all been drafted by Mr. Chang-Sam. From the first formal sublease to the most recent, they are substantially the same instrument. The only variables have been island-specific peculiarities, which were incorporated where necessary, and the rental, which, he said, has only ever increased.

2.60. Asked how the figure of USD 2 per square metre per annum, which appears in the Assomption sublease, was arrived at, Mr. Savy said it emerged from a Board discussion. The immediately preceding IDC sublease, Platte, had been at USD 1.50. For Assomption, the Board fixed the rate at USD 2.[32]

[31] Testimony of Glenny Savy, 17 March 2026, p. 18.
[32] The Commission has not been able to identify any Board meeting where the USD 2 rate was approved.

2.61. He said the benchmark was the Government's own commercial leasing on Mahé to the trade, including industrial leases. He gave evidence that, at the time, Government was leasing at the equivalent of about SCR 25 per square metre (now approximately SCR 30), and that USD 2 was, on his analysis, materially higher than any then-current Government sublease. He invited the Commission to find a single Government sublease bettering IDC's terms.

2.62. He explained that the Board's policy has always been to set IDC subleases somewhat above the Government's own rate, so that IDC could legitimately say to the Government that it was only doing what the Government itself was doing. He further emphasised that IDC had relied on the in-house valuation expertise of Mr. Lablache, a Government valuer who sat on the IDC Board.

2.63. Mr. Savy described the upfront payment of approximately 20 years' rental as a deliberate negotiating outcome on his part. He framed it as a measure to protect IDC against the risk that the Developers might lose interest after five or ten years and walk away. By securing some 20 years of rental in advance, IDC would have the cash needed to build the on-island infrastructure (electricity, desalination, sewage) without resorting to borrowing, and would retain modular infrastructure capable of redeployment to other islands if the Developer departed.

2.64. Mr. Savy said that the Developers, through their in-house lawyers in Qatar, had sought a number of substantial amendments to the standard IDC Sublease. These included a proposal that the Sublease be governed by Qatari law; removal of environmental protection clauses; and a provision that Government could not build anything on Assomption (or that IDC could not build) without the Developer's permission. Mrs. Priscille Chetty, he said, had been assisting IDC in responding to these requests.

2.65. IDC resisted these proposals. The position eventually reached, on the question of Government building on the Island, was a compromise: IDC would not undertake on Assomption anything that would be detrimental to a hotel development, which Mr. Savy described as a fair concession.

2.66. Mr. Savy was questioned about his emails arranging meetings with the Developers before the EoI had closed, which also included a draft list of terms based on the Sublease. He confirmed this and explained that the Developers had initially asked about the lease rental and conditions. He noted that IDC's leases are public documents on the Mortgage Register, and the Developers had already obtained copies. In his view, there was therefore nothing confidential in the information shared.

2.67. On the dispute as to whether USD 10 million (or, originally, the full USD 20 million) of the upfront sublease consideration was to be paid into the Consolidated Fund, Mr. Savy gave the following account.

2.68. IDC Board Minutes are routinely transmitted to VP Afif (who held the IDC portfolio). Through these documents, Government became aware in late 2023 that IDC was to receive USD 20 million upfront on the Assomption sublease. The matter was taken to Cabinet without consultation with him and without his knowledge that it was being discussed there. He learned of the Cabinet decision through a call from Mr. Afif, who informed him that the whole USD 20 million, not USD 10 million, was to go to Government.

2.69. Mr. Savy went to see the then Minister of Finance, Mr. Hassan, with whom he had a good working relationship. He took the position that the Sublease monies could not, as a matter of law, be paid directly into the Consolidated Fund: they were Sublease monies due to IDC, and the lawful mechanism for Government to access them was a shareholder dividend resolution at an AGM..

2.70. He explained to the Minister that IDC needed approximately USD 10 to USD 12 million for on-island infrastructure (without which IDC would face a monthly shortfall of some USD 600,000 to USD 800,000 in service-fee income once the hotel opened, in contrast to the USD 400,000 to USD 600,000 per month earned at Desroches), and offered as a compromise that IDC declare an additional USD 10 million in dividends to Government over and above its normal dividend. He recalled that Mr. Hassan acknowledged the underlying purpose was to fund social housing, a budgetary use, not, as he could demonstrate from the surplus budget of the year, a balancing requirement.

2.71. The position then shifted again. Ms. Astride Tamatave came back to him with a proposal that the sum be paid by IDC to Government and then returned to IDC as a loan. Mr. Savy said he told her, in terms, that this was simply passing the burden onto whichever Government came next.

2.72. In the event, after his departure, the position was reversed: IDC was permitted to retain the USD 20 million, because the housing programme could not in fact be built. He stressed that the additional USD 10 million of dividends he had offered as a compromise was never declared.

2.73. Mr. Savy described the historical and present process for outer-island development. IDC has never operated a formal public tender for outer-island opportunities. Historically, in the 1980s and 1990s, Seychelles struggled to attract any investment at all, and concessions, tax incentives, and the Special Goal Status were deployed to attract investors. The pattern that emerged, and continues, is that an interested investor approaches IDC with a project (as has happened on Platte, Silhouette, Desroches and Alphonse), the Board considers it, and the Board generally directs that an EoI be published to test the market. If other parties respond, the Board decides whether to proceed by formal tender or to evaluate the interests on their merits.

2.74. Asked whether he felt bound by Seychelles procurement legislation, Mr. Savy stated that IDC, as a Companies Act entity, considered itself governed by its own Board on procurement matters, supported by internal Standard Operating Procedures (SOPs) (including ICAO-derived SOPs for aviation matters).

2.75. Mr. Savy recounted that he had previously explored a boutique hotel concept for Assomption with Adrian Zecha (of the "Teak hotels" / Aman group), which had floundered when Mr. Zecha ran into financial difficulty. Nothing further came forward until the Developers expressed an interest.

2.76. He said he received a telephone call from a gentleman from Qatar, whose name he did not catch, stating that his principals had an interest in doing something on Assomption. The caller indicated that someone else would make contact and never spoke to him again. The subsequent contact, Mr. Savy believed, was Mr. Omar Al-Salihi. He met Mr. Abid Butt afterwards.

2.77. He placed the first conversation about the Developers' interest in early 2023, and recalled that the first thing he did, in line with his ordinary practice, was to inform both the President and the Vice-President of the interest and to seek a green light to pursue it. He received that green light from both.

2.78. He confirmed that he had told the President that the interested party was the Asset Group, and that the President had told him, before the State visit to Maldives, that he would be meeting them there.

2.79. The Expression of Interest (EoI) opened on 3 June 2023. The President's State visit to the Maldives was from 10 to 16 June 2023, during which he met the Al-Khayat brothers (Mr. Moutaz, the Chairman, and Mr. Ramez, the younger brother),[33] the owners of the PIH and stayed at their hotel. Mr. Savy accepted that this meeting took place during the EoI period, and that no representative of IDC was invited.

2.80. He contrasted this with every other comparable project in his experience, in which he, as CEO, had always been invited to meetings with Developers when the President was meeting them. Pressed by the Commissioner, who put to him that meeting the Developer during an open EoI process, and staying in the Developer's hotel, was difficult to reconcile with proper process, he accepted that, with the benefit of hindsight, it was "not correct" and that IDC should have been at the table.

2.81. Asked whether he had ever previously encountered Head-of-State interference of the kind he had observed on Assomption, Mr. Savy said he had not. On Platte, the Developer had approached State House during the time of President Michel, but President Ramkalawan had not become involved until the opening of the finished hotel. He drew an express contrast with the

[33] It was confirmed by other witnesses that only Mr. Ramez Al-Khayat was present.

Assomption project, where he said there had been interference at a level he had never previously experienced, to the point of micromanagement.

2.82. Mr. Savy gave it as his firm view that the project, from inception, was correctly conceived, with proper applications, approvals and authorisations sought at each stage, and that it would have been a normal project but for the realisation, by certain persons, that there was something to be gained from it personally.

2.83. He attended only one meeting at State House at which the Developers were present during his time as CEO. That meeting was chaired by the Vice-President, and was attended by Mr. Al Salihi, Mr. Bernard Georges, the Ministry of Environment, ICS and IDC. It pre-dated planning approval and concerned the NOA.

2.84. With regard to the airstrip and the USD 10 million upgrade, the Developers required that the runway accommodate a Gulfstream G700, which the existing Assomption runway could not accommodate. Mr. Savy declined to permit hotel guests to fly in on a G700 (insisting they fly in on IDC aircraft), but accepted that the development required capability for private flights - a facility already approved in principle by Cabinet for some outer islands, on the same basis as cruise-ship clearance, with health, customs and immigration attending at the Developer's cost. He negotiated a USD 10 million payment from the Developer to fund the runway upgrade, to be paid in cash so that IDC would not need to borrow.

2.85. He discussed the matter with Minister Derjacques and disclosed that he had over-specified the requirement, deliberately, so that the resulting airfield would be capable of accommodating an A320 or Boeing 7777, allowing Air Seychelles to divert to Assomption in future.

2.86. With regard to the lease requirement that IDC must be the builder of the development on Assomption, Mr. Savy explained why, as a matter of long-standing IDC policy, IDC itself undertakes construction on the outer islands. The Board decision had been taken many years ago in response to environmental damage caused by Filipino workers (who consumed coastal fauna) and by contractors who failed to respect the islands' ecosystems. The same considerations had led IDC to favour Jain workers, who would not even kill mosquitoes, as appropriate to the islands' ecological character.

2.87. There would also be Developers' expenses of approximately USD 600,000–800,000 per month in projected IDC service-fee income (electricity, water, sewage) once the hotel was operating, similar to the Desroches model (where IDC earns USD 400,000–600,000 per month).

2.88. He acknowledged that the in-kind elements (the helicopters and jets in particular) were not yet reduced to written contract. He characterised this as consistent with the manner in which the Arab side conducts business: matters agreed verbally are honoured, but not always papered.

2.89. Mr. Savy testified that the original proposal from the Developers had been simply to build a palace for the Ruler, without a hotel, and that he had refused, requiring instead a fully-fledged hotel, on the basis that the only outer islands approved for private villas were Desroches and Alphonse.

(xiii) Mr. Wavel Ramkalawan, former President Seychelles

Sitting of 18 March 2026, 9.00 a.m.

2.90. Mr. Wavel Ramkalawan confirmed that he served as President of the Republic of Seychelles from October 2020 to October 2025. He also confirmed that the portfolios falling directly under State House during his Presidency included Defence, Public Administration, Legal Affairs, National Planning and National Security; that, as Head of the Executive, he was responsible for the Executive as a whole; and that, as Head of State, he had oversight of all the institutions of the country, including the Judiciary and the Legislature, and was also Commander-in-Chief. He identified the relevant line Ministers: Minister Billy Rangasamy (Lands and Housing, the Ministry within which Planning sat); Minister Patricia Francourt (Employment); Minister Roy Fonseca (Immigration); and Minister Flavien Joubert (Environment). VP Afif confirmed he held the IDC portfolio, not him.

2.91. Mr. Ramkalawan did not, in his evidence, address the terms of the Headlease between Government and IDC as a contractual instrument; his focus was on the policy intention behind the development. He produced, and largely read into the record, the August 2020 Interim Report of the Islands Committee of the National Assembly, which he had chaired.

2.92. On Assomption, the Committee recommended, in terms which he read out, that Assomption play both a tourism role and act as a stepping stone to Aldabra; that a small tourism establishment be built to serve as a transit hotel to Aldabra or as a holiday establishment open to Seychellois; and that a Coastguard base be established on Assomption to assist with anti-drug trafficking and anti-poaching enforcement, and with the protection of Aldabra. He confirmed that the substance of those recommendations was carried into Government policy after he took office as President, and that it was his Government's intention to enable Assomption to be developed on broadly the model of Desroches and the earlier Remire.

2.93. He emphasised a long-standing Qatari Royal Family connection to the area: a Presidential State visit to Qatar in President Michel's time which had been reciprocated by a visit of the previous Emir; the Royal Family's earlier interest in property in Seychelles (he identified the present Canopy); the acquisition of Maia (formerly Tec-Tec) from Mr. Joe Albert by Qatari investors; and the practice of Qatari Royal yachts visiting Assomption for diving in successive years before his Presidency. He said that liaison with the Royal Family on those visits had been with Mr. Glenny Savy as CEO of IDC.

2.94. Mr. Ramkalawan said he was first informed of an interest in Coetivy and Assomption in the early part of 2023, directly by Mr. Savy, who also informed Mr. Afif as the responsible Vice-President. He said his response was that there had to be a proper EoI. He drew a parallel with Grand Barbe (Silhouette) and Long Island, where, he said, he had likewise insisted on proper EoIs notwithstanding that he had heard candidates had already been identified. He identified the EoI for Assomption as having been published on 3 June 2023 with a closing date of 3 August 2023, and confirmed that the Assets Group had lodged an EoI.

2.95. On the State visit to the Maldives, Mr. Ramkalawan's account was as follows. The invitation came directly from President Solih of the Maldives by note verbale of 3 April 2023, following a meeting at the UN Conference on Least Developed Countries in Doha. He read the invitation into the record. An outstanding Maldivian invitation to President Faure had stood when he took office, and the visit consolidated relations between two SIDS Archipelagic Nations; he supported the candidacy of the Maldives for the Presidency of the UN General Assembly, and the Maldives reciprocated with practical assistance. He sent VP Afif to represent Seychelles at the inauguration of President Solih's successor.

2.96. On why the President's entourage was changed so that they would stay at the Waldorf Astoria, he said he was not in control of the programme; the official luncheon was at the Waldorf Astoria on Ithaafushi; the delegation was told overnight at Kurumba to pack, and the change of accommodation occurred after their arrival. He took up the Foreign Minister's offer to extend the visit by two days to permit study of the Maldives' new airport (relevant to the Seychelles International Airport redevelopment) and Malé, including the fish market.

2.97. He categorically rejected the suggestion that the visit was not really about building relations with the Maldives but specifically to meet the Al-Khayyats. He said that he did not accept that, that he did not know Mr. Al-Khayyat, and that he did not know he was going to stay in a hotel owned by Mr. Al-Khayyat.

2.98. Mr. Ramkalawan's account of the meeting with Mr. Ramez Al-Khayyat was that it was by accident. There was a welcoming party at the Island; he and Mrs. Ramkalawan received bouquets of flowers; he shook hands; only later was he told that the gentleman who had welcomed them was Mr. Al-Khayyat. Mr. Al-Khayyat attended the official luncheon. During the guided tour led by President Solih, Mr. Al-Khayyat, pictured between Mr. Solih and Mr. Ramkalawan in photographs subsequently published by the People's Newspaper and by Mr. Ralph Volcere[34], mentioned that he knew Assomption

[34] In the Independent Newspaper dated 23 June 2023.

of and would like to do a development there. Mr. Ramkalawan explained that this was just small talk, finding connections about Seychelles.

2.99. Mr. Ramkalawan said he had no private meeting with Mr. Al-Khayyat. He repeatedly denied that there was anything he could have done to influence him in the Developer's favour: his response, he said, was to direct the Developer to the EoI. He further took the position that, as Head of State, attracting investment to Seychelles is itself a presidential responsibility.

2.100. He referred to the Hansard of 20 June 2023 in which VP Afif briefed the Assembly that two islands, Silhouette (Grand Barbe) and Assomption, would be open to tourism development, in response to questions from the Leader of the Opposition Sebastien Pillay (who characterised the President's visit as one taken "an riflan" - in passing) and MNA Wallace Cosgrow (who asked whether the EoI was internationally advertised and whether any Qatari, Maldivian or Pakistani investor was already involved). Mr. Ramkalawan said that the term "vizit an riflan" was Assembly politics and untrue.

2.101. Mr. Ramkalawan confirmed the flight manifest of 25 August 2024 (himself, Minister Joubert, Minister Rangasamy, the MNAs Monthy, Adelaide and Bistoquet, Mr. Jonathan Berlouis, Mr. Norman Weber, Mr. Glenny Savy, Mr. Christian Lionnet, Mr. Roger Isaac, Mr. Kamal Mancienne and one other). He said the purpose was to obtain first-hand knowledge of the development, the Developer having by then pegged out the project. He gave as reasons: questions being asked in the Assembly; press coverage; a Motion before the Assembly in which MNA Churchill Gill had alleged tree clearance (which Mr. Ramkalawan dismissed as factually impossible given the vegetation on Assomption); and his own attachment to the Island. He referred specifically to his refusal, at an earlier stage, to accept the Indian Generals' proposed jetty (100 metres long by 20 metres wide, with a T section of 200 metres), on the basis that, if he allowed it, he could not look his grandchildren in the eye.

2.102. Mr. Ramkalawan confirmed that he convened a meeting at State House on 27 August 2024 in the "Salon Maritime." He identified those present: himself, Minister Joubert, Minister Rangasamy, the three MNAs (Monthy, Adelaide, Bistoquet), Mr. Savy, Mr. Norman Weber, Mr. Cyril Bonnelame (then CEO of Planning), Mr. Jitesh Shah (SIA), Mrs. Angela Servina (Planning), Mr. Patrick Lablache (Member of the Planning Authority and of the IDC Board), Mrs. Nanette Laure and Ms, Marie-Alise Rosette. He maintained that the meeting was a debriefing rather than a pressure exercise. He said the substantive point at issue was that several attendees (including Mrs. Laure, who had not been to Assomption, Mr. Bonnelame, Mrs. Servina and others) needed to be briefed on what had been seen, including, he said, what Mr. Weber and Mr. Savy had presented as factual errors by the Environment side, in particular on the distance from the high-water mark and a 40-metre setback that ought, on the

facts, to have resolved the issue. He said it was Minister Joubert himself who addressed Mrs. Laure on these points.

2.103. The Commissioner put to him that he had pressurised the Ministry of Environment to issue the NOA; he denied this. The Commissioner drew his attention to an email from Mr. Norman Weber to Mrs. Nanette Laure of 28 August 2024 at 3.55 p.m. (i.e. the day after the State House meeting), copied to Minister Joubert, PS Matatiken, ICS, Mr. Savy and Mr. Lionnet, asking when the NOA would issue following the agreement reached at State House the previous day. Mr. Ramkalawan denied that any pressure had been applied. He pointed out that the NOA, when ultimately issued, was a three-page document carrying 27 conditions, the first being that the new biosecurity management plan ("BMP") including all 384 actions in the BMP be implemented immediately and not delayed until the start of construction. "So, what pressure?," he asked. Confronted with the proposition that planning permission could not issue until the NOA had issued, he denied any interference in the issue of the NOA itself.

2.104. Asked why, given a full Cabinet of Ministers with separate portfolios, he was personally involved in this level of operational detail at all, his answer was that the role of President is to know what is happening in Seychelles, and that, as the person in charge of the Executive, if he felt the Minister's decision was wrong, it was his responsibility to correct it. He drew a contrast with the Platte development, which, he maintained, had been substantially completed by the time he took office in 2020, and in which he had played no role beyond visiting and ultimately opening the hotel.

PART IV — CONSIDERATION OF EVIDENCE ON THE ORIGIN AND EXECUTION OF THE SUBLEASE

2.105. The evidence establishes the following chronology: from the Developers' first interest in early 2023 through execution on 18 September 2024, to the matters of implementation that followed.

A. Initial Approach and Pre-Expression of Interest Period (early 2023)

2.106. The earliest event identifiable in the evidence is Mr. Savy's first telephone contact with an intermediary from Assets Group in early 2023. The Qatari Royal Family's connection with Assomption was, on the evidence of Mr. Savy, Mr. Lionnet and Mr. Ramkalawan, of more than ten years' standing, with the Royal yachts frequent visitors and the Emir himself a keen diver.

2.107. Representatives from the Developers visited Seychelles, on 28–29 April 2023, in the company of Mr. Glenny Savy and visited both Coetivy and Assomption. Mr. Lionnet records a meeting with the prospective investors on 29 April 2023, which appears to refer to the same occasion.

2.108. On Mr. Savy's evidence, he informed both the President and the Vice-President of the Developers' interest *before* the Maldives State Visit. Mr. Ramkalawan's evidence is to the same effect: he was told by Mr. Savy in the early part of 2023 of the interest. The Interim Report of the National Assembly Islands Committee of August 2020, of which Mr. Ramkalawan had been Chair, had already recommended a small tourism establishment on Assomption.

B. The Maldives State Visit (10–16 June 2023)

2.109. Mr. Ramkalawan met Mr. Al-Khayyat at the Waldorf Astoria Ithaafushi during his State Visit to the Maldives, 10–16 June 2023, in the middle of the EoI period (3 June to 3 August 2023). The convergence of those dates is established by Mr. Al Salihi, Mr. Butt, Mr. Savy and Mr. Ramkalawan himself.

2.110. The State Visit was, on the documentary evidence (the invitation of 3 April 2023 from President Solih and the Mission Report of the Ministry of Foreign Affairs), a properly constituted outgoing State Visit, not a contrived occasion. Mr. Ramkalawan rejected Mr. Sebastien Pillay's characterisation in the National Assembly that the visit had been "an riflan" (in passing). However, after the first night, Mr. Ramkalawan and the whole Seychelles delegation were relocated from Kurumba Island to the Waldorf Astoria Ithaafushi (an Assets-owned property) and the delegation extended its stay by two days.

2.111. Mr. Ramez Al-Khayyat (of the Assets Group) was part of the welcoming party at the official luncheon, walked Assomption with Mr. Ramkalawan, and said he wished to develop something on Assomption.

2.112. Mr. Ramkalawan, on his own evidence, told Mr. Al-Khayyat to "send your Expression of Interest," however, he explained that this was part of small talk during their conversation.

2.113. Mr. Savy, the primary IDC representative was not involved in any discussions. He observed: "In any other project where the Head of State had a discussion with Developers, I was always invited. In this one, I was not."

2.114. Mr. Butt confirmed that he had met Mr. Afif and Mr. Ramkalawan only "once the project was already in train" but did not himself attend the Maldives meeting.

C. Expression of Interest Period (3 June to 3 August 2023)

2.115. The EoI was published on 3 June 2023, closing on 3 August 2023. Assets Group's response was submitted on 26 June 2023. On Mr. Ramkalawan's evidence, Mr. Afif briefed the National Assembly on 23 June 2023, the briefing recording a projected scale of "10 to 40 rooms", with no specific investor identified at that date. The Hansard of the National Assembly for 23 June 2023 forms part of the documentary record.

2.116. Two features of the EoI process attract attention:

i. Only one substantive response was received.

ii. On the evidence of both Mr. Butt and Mr. Al-Salihi, *draft leases were exchanged with IDC during the Expression of Interest period*. Mr. Butt characterised this as PIH's "nimble" culture. The Commission will consider whether the simultaneous exchange of draft leases with a single party during an ostensibly competitive EoI process is consistent with the publicly stated purpose of that process.

D. Post-Expression of Interest: IDC Board Engagement and Letter of Intent (August 2023)

2.117. Following the close of the EoI on 3 August 2023, IDC met with its Project Committee to determine the outcome of the EoI on 9 August 2023. At that meeting Mr Savy indicated that the investors were willing to support ICS in its conservation activities and programmes.[35] Furthermore, ICS and IDCC signed a consultancy agreement for ICS to carry out the EIA for the Assomption resort on 15 August 2023.[36] The Commission notes that the letter of intent was only issued to Mr. Butt only on the 23rd August 2023.

2.118. OBIL was incorporated on 15 September 2023, with two directors (Mr. Abid Butt and Mr. Omar Al Mashoud) and two corporate shareholders, Seabreeze Holdings and Asset Real Estate Development, both represented in the register by Mr. Butt. The witnesses Mr. Hilal and Mr. Raihan said they were not familiar with Seabreeze Holdings, but that PIH controls over 400 entities.

E. Pre-Sublease Payment of USD 5.75 Million (October–November 2023)

2.119. Before any Sublease was in place, but after the approval for the development by IDC, the Developer paid IDC USD 5.75 million in October–November 2023 for the runway extension, which Mr. Butt explained was because "when projects are being pursued, lots of things happen concurrently."[37] That payment preceded the sanction under the IPTRA (27 March 2024), the Headlease (5 July 2024) and the Sublease (18 September 2024) alike.

2.120. On Mr. Lionnet's evidence, the eventual value of the runway extension was approximately USD 10 million, which by virtue of clause 18 and analogous provisions becomes (or remains) an IDC asset. The Commission will consider whether the pre-Sublease payment forms an inducement for the sublease or part of the consideration moving from Sublessee to Sublessor under the Sublease, or stands on a separate footing.

[35] Minutes of the Meeting of the Projects Committee on the Assomption EOI held on 9 August 2023.
[36] Consultancy Contract between ICS and IDCC for "Assomption resort" dated 15 August 2023.
[37] Testimony of Abid Butt, p. 8.

F. Cabinet Attempt to Divert the USD 20 Million (late 2023)

2.121. On Mr. Savy's evidence, the Cabinet attempted, before the elections in late 2023, to divert the USD 20 million prepayment from IDC to the Consolidated Fund. Mr. Savy negotiated a compromise under which IDC would retain the funds but declare an additional USD 10 million dividend. The arrangement was later restructured by Ms Astride Tamatave (PS at the Ministry of Finance) into a "loan" structure, of which Mr. Savy said: "you are passing the burden onto the next Government." After Mr. Savy's departure, the new administration reversed the position: IDC retained the USD 20 million, and the surplus was budgeted in any event.

2.122. Witness B's evidence is to be read together with the evidence of Mr. Savy. His initial financial reasoning rested on a representation made to Government that the total project was worth USD 140 million. He later learnt that the value of the work actually contracted to IDC was approximately USD 40 million, not USD 140 million, with the rest of the work to be undertaken directly by other Qatari companies.

2.123. Cabinet had authorised a compromise based on these terms. The Commission will consider the extent to which the compromise so reached corresponds to, or differs from, the "loan" structure described by Mr. Savy.

G. Sanction under the IPTRA(27 March 2024)

2.124. Cabinet approved sanction for OBIL to sublease part of Assomption. Sanction letter IPTR/2233 was issued by Mr. Denis Barbé, Principal Secretary for Lands, on 27 March 2024 to Mr. Jean-Marc Lablache, legal consultant to the Developer. The sanction authorised OBIL to take a Sublease from IDC over "approximately 40–50 hectares" for 70 years at USD 2 per square metre, subject to the four conditions set out at paragraph 2.10 above.

2.125. Two matters raised in the sanction process are noteworthy:

i. At the time that sanction was granted on 27 March 2024 less than 70 years remained on the First Headlease, 69 years and 9 months remained only.

ii. The fourth condition of the sanction requires completion of the project within three years from 27 March 2024 (i.e. by 27 March 2027). Clause 17(B)(c) of the Sublease, when subsequently executed, provided for completion within thirty-six months from 18 September 2024 (i.e. by 18 September 2027), six months *after* the sanction deadline.

H. The Headlease (5 July 2024)

2.126. By instrument of 5 July 2024, the Republic, represented by Mr. Denis Barbé, demised Assomption to IDC, represented by Mr. Glenny Savy, for ninety-nine years at SCR 1 per annum. The principal stipulations material to the subsequent Sublease are: the confinement of permitted use to "the

management and development of Assomption Island" by IDC (clause 2(9) and Third Schedule); the prohibition of any downstream alienation without prior express written consent of the Republic (clause 2(10)); the Republic's right of forfeiture on breach (clause 4(i)); and the arbitration clause in the Second Schedule.

I. State House Meeting and Notice of Acceptance (27–28 August 2024)

2.127. On 27 August 2024, less than three weeks before the execution of the Sublease, Mr. Ramkalawan convened a meeting at State House at which the conditions of the NOA were discussed. On the matching evidence of Mr. Lionnet and Mr. Ramkalawan, those present included the President himself, Mr. Joubert, Mr. Rangasamy, Mr. Monthy, Mr. Adelaide, Ms. Bistoquet, Mr. Glenny Savy, Mr. Norman Weber, Mr. Bonnelame, Mr. Shah, Mrs. Servina, Mr. Pat Lablache, Mrs. Nanette Laure and Ms. Marie-Alise Rosette. The NOA was issued the following day, 28 August 2024.

2.128. The Commission has in evidence the email of 28 August 2024, 15:55, from Mr. Norman Weber to Mrs Nanette Laure, referring expressly to "the agreement at our meeting at State House yesterday" and asking when the NOA could be issued. The Commission also has evidence from Mrs. Servina that "the whole Department felt pressurised", and notes that Mrs. Laure has separately reported the same. Mr. Ramkalawan denied shouting and denied pressure, but in response to the question "if Minister Joubert had refused to give the NOA, you would have told him to give the NOA?" answered: "Well, as the Executive, as the person in charge of the Executive, if I felt the Minister's decision was a wrong decision, it was my responsibility and I take my responsibility seriously."[38]

2.129. This evidence is material to the origin and execution of the Sublease because the NOA was a prerequisite to, and proximate cause of, the Sublease being executed in the form, and at the speed, in which it was. The State House meeting of 27 August 2024, the email of 28 August 2024, the NOA of 28 August 2024 and the Sublease of 18 September 2024 form a contemporaneous chain.

J. The Sublease (18 September 2024)

2.130. By indenture dated 18 September 2024, drafted by Mrs. Priscille Chetty of the Attorney-General's Chambers, IDC (Sublessor), OBIL (Sublessee) and the Republic (Endorser) executed the Sublease. The principal terms are summarised at paragraph 2.12 above.

2.131. Several features of the Sublease, read against the contemporaneous evidence, merit closer examination:

[38] Testimony of Mr Wavel Ramkalawan, 18 March 2026, Part II, p. 11.

2.132. Annexure 1 describes the demised premises as "a minimum area of 400,000 sq metres," verifiable by survey by 31 December 2025. Mr. Barbé, the Republic's signatory, candidly acknowledged that he had never verified the area, never had it surveyed, no beacons had been placed; the area was, as put to him, "a moveable feast" and, in his words, "it should have been a subdivision."

2.133. The sanction contemplated USD 2 per square metre per annum, with a 1.5 per cent sanction fee, stamp duty, conversion of foreign-currency consideration to SCR at the Central Bank mid-rate, and completion within three years. The Sublease departed from this structure by providing for a prepayment of USD 20 million in lieu of twenty-five years' rent. This structure was not expressly within the matters sanctioned. The Commission will consider whether the prepayment constitutes a *de facto* capital sum disguised as rent, and, if so, whether the sanction needed to cover that structure expressly.

2.134. On the rent basis of USD 2 per square metre, Mr. Barbé deferred to Mr. Pat Lablache. Mr. Savy's evidence is that the rate was benchmarked to Government industrial-lease comparables of approximately SCR 25–30 per square metre. The Platte Island comparator, on Mr. Barbé's evidence, sits at USD 1.00 to USD 1.50 per square metre. On the Developer side, Mr. Butt confirmed that no independent valuation had been conducted; only an HVS Dubai feasibility study on the operator side. Mr. Al Salihi deferred to Mr. Butt and to Assets' own due diligence and could not produce one.

2.135. Clauses 14(a) and 14(b) of the Sublease entitle the Sublessee, on thirty days' notice to IDC alone, to grant sub-sub-leases to subsidiaries, affiliates and individual villa owners. Clause 2(10) of the Headlease prohibits any alienation, sublease, parting with possession or transfer by IDC of any part of the demised premises without the prior express written consent of the Republic. There is a textual tension between these clauses that may, on a strict construction, render the sublease entitlement in clause 14 either nugatory or, alternatively, *ultra vires* the Headlease.

2.136. IDC is established as the sole civil contractor under the Sublease. The civil contract, executed on 29 October 2024 (USD 40.6 million, grey works, 20 months), is the operative agreement. Mr. Bonnelame's evidence highlights a discrepancy between the agreed twenty-six months and the contractual twenty months, with a ten per cent penalty clause (approximately USD 4 million). Mr. Butt did not agree to the requested amendment.

K. Matters Subsequent to Execution Bearing on Implementation

2.137. Three matters subsequent to execution of the Sublease bear directly on its implementation and broader impact, insofar as they relate to the Commission's ToR:

i. The USD 20 million prepayment was paid in full by the end of 2025. The Mortgage Repertoire entry 51-7B TB9-51 records the upfront consideration.

ii. Construction commenced *before* the milestone permitted under the Sublease and *before* any environmental monitoring agreement (with ICS or SIF) was in place. On the Developer's own evidence, workers were *in situ* from approximately 30 November 2024; construction commenced on 10 December 2024. The 31 December 2025 area-verification deadline in the Sublease was not met. These matters bear on the integrity of the execution timetable.

iii. Mr. Savy left office on 20 December 2024. Mr. Bonnelame took up the role on 6 January 2025. The transition from Mr. Savy to Mr. Bonnelame coincides with material changes in the operating environment of the Sublease, including the reversal of the Cabinet position on the USD 20 million and the SONA-driven transition (27 February 2025) of environmental monitoring from ICS to SIF.

L. Verbal Commitments

2.138. Two categories of verbal arrangement are in evidence which were not reduced to writing in the Sublease or its annexures:

i. On Mr. Savy's evidence, the Developer had committed verbally to providing two helicopters and two jets, all to be based on Assomption and available to IDC for inter-island operations. None of these is recorded in the Lease or Sublease.

ii. On Mr. Savy's evidence the Developers had originally wanted Assomption as "a palace for the Ruler"; Mr. Savy had "forced" them to take the hotel route. This characterisation is consistent with Mr. Lionnet's evidence: villas 33 onwards were understood to be intended as private residential villas.

PART V — THE COMMISSION'S FINDINGS

2.139. The findings below address the matters within the first part of the Commission's Terms of Reference. They are drawn from the documentary evidence summarised in Part II, the witness testimony summarised in Part III, and the chronology set out in Part IV. They are made on the balance of probabilities. Where the Commission has reached a settled view, the finding is stated. Where the matter is ultimately for the determination of another body - the Registrar of Deeds, the Attorney-General, a disciplinary tribunal, or a Court in subsequent proceedings - the Commission so indicates.

A. The pre-Expression of Interest period and the genesis of the Developers' interest

2.140. The Commission finds that the Developers' interest in Assomption was actively cultivated by IDC at the most senior level before the EoI of 3 June 2023. Mr. Al Salihi visited Coetivy and Assomption in the company of Mr. Savy on 28–29 April 2023. Mr. Lionnet's contemporaneous note dates the first meeting with the prospective investors to 29 April 2023. The Letter of Intent issued to Mr. Butt on 23 August 2023 was the product of work that long pre-dated the publication of the EoI. Mr. Savy who stated that this was the common genesis of projects on its islands.

B. The Expression of Interest process — competitive in form, not in substance

2.141. The Commission finds that the EoI process from 3 June to 3 August 2023 was not, in any meaningful sense, a competitive process. The contemporaneous record reveals:

i. publication in only one local newspaper (*The Nation*) on two consecutive days, which can have done little to expose the opportunity to other international interested parties;

ii. only one substantive response, lodged by Assets Group on 26 June 2023;

iii. Mr. Butt's own admission, accepted by Mr. Al Salihi and IDC in its response to a letter of Notice of Adverse Findings, that draft leases were exchanged with IDC during the EoI period however this was described as standard business practice for both Assets and IDC;

iv. Mr. Savy's acknowledgement, when asked, that the President's meeting with Mr. Ramez Al-Khayyat in the Maldives during the EoI period and the President's stay at the Waldorf Astoria Ithaafushi, owned by Assets, were "not correct" and that proper process had not been followed; and

v. Mr Savy's knowledge on 9 August 2023 that the Developers were contracting with ICS to conduct an EIA on Assomption, and the fact that such contract was signed between ICS and the Developers on 15 August 2023, a week before the Developers received the intention of award notice.

2.142. The Commission accepts that Mr. Ramkalawan's stated reason for visiting the Maldives (to strengthen bilateral relations between the two SIDS archipelagic nations and to support the Maldives' bid for the UN General Assembly Presidency) was a significant motive for the trip. It does not believe the visit was *staged* to facilitate a meeting with the Developer but acknowledges that it was used to meet the Developers. In this regard, the Commission finds that the encounter at the Waldorf Astoria, even if entirely innocent, gave the

impression of pre-assigning the project to Assets Group at a time when other expressions of interest were ostensibly being sought; that impression is itself a matter of public concern.

2.143. The Commission therefore finds that the EoI process did not substantively test the market for an Assomption development opportunity.

2.144. Consideration of the representations of the Islands Development Company: the Expression of Interest. By its letter of 12 June 2026 the Commission gave the Islands Development Company notice of this and of the other potential adverse findings it was minded to make, and afforded the Company the opportunity to respond. The Board of IDC made written representations, received on 25 June 2026, which the Commission has considered before finalising this finding. The Board disputed the characterisation of the Expression of Interest as competitive in form only, submitting that the receipt of a single substantive proposal reflected not a defect in the process but the inherent scarcity of investors willing to undertake a project of this remoteness, capital intensity and risk; that the relevant question was not the duration of the advertisement but whether a longer advertisement would have produced further qualified bidders, which it would not; that the Company's Expression of Interest for Coetivy, advertised by the same method, had drawn no response at all, notwithstanding that Coetivy is the more accessible and the more readily developed island; that the advertisement in fact ran over four publication days and allowed some three months for the submission of proposals, so that the transaction was not conceived and awarded within a matter of days; and that the provision of a draft lease to the eventual sublessee was the provision of a standard template, made available to any serious prospective developer, and not an indication of predetermination. The Board further accepted that, for outer-island projects of national significance, there was merit in a wider and more diversified advertising approach, to which it committed itself for the future.

2.145. The Commission has reconsidered the finding in the light of these representations. It accepts the Board's correction that the advertisement appeared over four publication days rather than two, however it notes only two months were allowed for the submission of proposals (3 June to 3 August); the finding does not, and never did, rest upon any suggestion that the transaction was conceived and concluded within days, and the Commission records these matters in fairness to the Company. None of this, however, meets the substance of the finding. The deficiency the Commission has identified is not the brevity of the advertisement but its reach.

2.146. The opportunity to take a seventy-year interest in part of one of the most significant islands of the Republic was published only in the domestic press, in a single local newspaper, a medium that could not, and did not, expose the opportunity to the international investor market from which an investor of the

scale and character of the eventual developer was always going to come. A genuine international competition for a disposition of this magnitude required publication in the international media to which such investors have regard; a few days in a local newspaper, however many, was not such publicity. The Board's reliance upon the Coetivy Expression of Interest does not assist it, but tells against it: a process advertised by the same domestically confined method, and drawing no response at all, demonstrates the inadequacy of the method to reach the relevant market, and not, as the Board would have it, the absence of any market to reach.

2.147. Nor does the explanation offered for the exchange of draft instruments answer the finding. The Commission's concern is not the provision of a standard lease to prospective bidders at large, but the exchange of draft terms with the very party to which the project was ultimately awarded, during the currency of a competition that was meant to test the market, in the circumstances examined in this Chapter which establish that the transaction was settled in advance of the process by which it was ostensibly to be tested. The Commission welcomes the Board's recognition that wider advertising, across a broader range of platforms and jurisdictions, is required for future dispositions of this kind, and regards that recognition as itself an acknowledgement of the deficiency the Commission has found. For these reasons the Commission maintains its finding that the Expression of Interest was competitive in form and not in substance, and did not substantively test the market for the Assomption development opportunity.

C. The pre-Sublease payment of USD 5.75 million for runway extension

2.148. At the date of payment for the runway in October-November 2023, the Developer held no proprietary or contractual interest in Assomption Island and no sanction approval, yet it undertook a large infrastructure upgrade.

2.149. The Commission finds that undertaking such a large project, before having any legal interest over the land, is not commercially viable, and suggests that this contract was undertaken in advance of the other legalities of the lease as an incentive to the contract, greatly benefiting IDC and showing the willingness of the sublessee to spend large amounts on the development of Assomption. The Commission finds, therefore, that the USD 5.75 million was an inducement paid in advance of any contractual link capable of supporting it. The runway upgrade subsequently realised an asset value of approximately USD 10 million, which, on Mr, Lionnet's evidence, vests in IDC.

2.150. When these findings were put to the Developer and IDC, the Developer responded that it "fully understood and accepted that … there remained a possibility that the Project might ultimately not proceed…. Notwithstanding that risk, the Developer made a commercial decision to proceed with certain preparatory works … to avoid substantial delays" once the sublease was

granted. This was, thus, "a commercial and operational decision driven by project delivery considerations and not by any intention to influence governmental approvals, decisions, or concession." IDC's account similarly stated that the decision to begin the runway upgrade was taken by the Developer as a "discrete and standalone workstream ahead of the wider Sublease" to address a "pressing need to establish reliable access to Assomption" and was a "commercial decision taken… at its own risk" to perform a condition that would be required under the proposed contract voluntarily in advance of it becoming due under the proposed contract. Both parties denounced any finding that it was an inducement to the contract, or formed part of the contract price of the lease.

2.151. The commercial decision excuse notwithstanding, the Commission is minded of the benefit to IDC from this upgrade: not only did it benefit from the civil work which it was contracted to perform, but it improved its island infrastructure, maintenance that Mr Savy admitted was overdue and costly. The Commission deals with this matter more fully in chapter XIII, it suffices at this stage to indicate that the Commission maintains its finding that the pre-sublease runway extension amounted to an inducement.

2.152. Whether the payment is correctly described as part of the consideration transferred under the subsequently executed Sublease (and thus should be combined with the USD 20 million prepayment for the purposes of sanction fee, stamp duty, and Central Bank conversion under the IPTRA conditions) or as a separate amount on a different basis is a question for the Registrar-General.

D. The Cabinet attempt to divert the USD 20 million

2.153. The Commission finds on the unchallenged evidence of Mr. Savy, corroborated by Witness B, that the Cabinet in late 2023 sought to divert the entirety of the USD 20 million upfront prepayment from IDC to the Consolidated Fund. Mr. Savy resisted on the legal ground that IDC is a Companies Act entity from which Government accesses funds only by shareholder dividend resolution at AGM. A compromise of an additional USD 10 million dividend was offered by him and discussed at PS Finance level. The compromise was then restructured by Ms. Astride Tamatave (PS Finance) into a "loan" arrangement that Mr. Savy characterised as transferring the burden to a successor administration. After Mr. Savy's departure on 20 December 2024, the matter was reversed and IDC retained the USD 20 million. The additional USD 10 million dividend offered by Mr. Savy was never declared.

2.154. The Commission finds, as a matter of law, that the position taken by Mr. Savy was correct. Monies due to IDC under a Sublease executed by IDC are corporate funds of IDC; the Government, as the sole shareholder since 2013, may access such funds only by dividend resolved at AGM in accordance with

the Companies Ordinance 1972 and the company's articles. A direct payment of corporate receipts to the Consolidated Fund would have been *ultra vires* the Companies Ordinance and contrary to section 154 of the Constitution of Seychelles, which confines the Consolidated Fund to revenues received *on behalf of the Government*. The Sublease prepayment was not such a revenue.

E. The IPTRA sanction of 27 March 2024

2.155. Having considered the evidence and the legal framework, the Commission makes the following findings in respect of the IPTRA sanction.

(i) Competence of the sanction at the date of issue

2.156. Section 4 of the IPTRA 1963 (as amended) prohibits the transfer of immovable property (including any lease or sub-lease of more than five years) by or to a non-Seychellois without the prior sanction of the Government in writing. Section 4(2) requires the application to identify the immovable property the subject of the proposed transfer. The scheme contemplates sanction by reference to a specific transaction in respect of a specific interest.

2.157. At the date of sanction (27 March 2024), IDC held Assomption under the First Headlease from 1995 (amended in 2014) as part of a portfolio of thirteen outer islands. The interest the sanction purported to authorise IDC to sublease -a parcel of "approximately 40-50 hectares" of Assomption for 70 years was granted for a period of time which was longer than the time remaining on the Headlease although this was remedied by the execution of the second Headlease of 5 July 2024 which extended the period of IDC's leasehold of Assomption.

2.158. Moreover, by signing the Sublease as endorser, the Republic, acting through the same officer who had issued the sanction, ratified the transaction that the sanction purported to authorise. The Commission accordingly does not find the Sublease void on this ground.

(ii) Inconsistency in completion deadlines

2.159. The sanction requires the project to be completed by 27 March 2027. Clause 17(B)(c) of the Sublease states that completion should occur within thirty-six months of 18 September 2024, that is, by 18 September 2027 - six months *after* the sanction deadline. The Commission finds that the Sublease was executed inconsistently with the sanction on which it depends. The issue is not merely formalistic. If the Developer completes between 27 March 2027 and 18 September 2027, it will be compliant with the Sublease but in breach of the sanction; in that case, the IPTRA exposes the Developer to forfeiture. The Commission recommends that the Principal Secretary for Lands issue a supplementary sanction to align the completion deadline with the Sublease, or that the parties execute a Deed of Variation of the Sublease to match its

completion deadline with the sanction. This matter requires action before 27 March 2027.

(iii) Capital structure not within the sanctioned matters

2.160. The conditions attached to the sanction address: a sanction fee of 1.5 per cent of lease value; stamp duty; conversion to SCR at the Central Bank mid-rate on the date of execution; and the three-year completion period. They do not address an upfront capital prepayment in lieu of twenty-five years' rent. The Commission's finding on that matter is set out at Section G(ii) below.

F. The Headlease of 5 July 2024

2.161. Three structural features of the Second Headlease bear directly on the validity and operation of the Sublease and warrant findings:

i. Clause 2(10) bans any sub-letting, assignment, parting with possession or alienation of the whole or any part of the demised premises without the Republic's prior explicit written consent. The Sublease dated 18 September 2024 was signed with the Republic as endorser; the Commission finds that the executed Sublease complies with this requirement in relation to the main grant to OBIL, but no more than that. The position is less clear as to *downstream* alienations contemplated by clauses 13 and 14 of the Sublease, which are discussed below.

ii. Clause 2(9) and the Third Schedule of the Second Headlease confine permitted use to "the management and development of Assomption Island" *by the Lessee*. The permitted use is therefore by IDC. The Sublease devolves to the Sublessee the management and development of a substantial portion of the demised premises. The Commission finds, on a strict construction, that the Sublease falls outside the literal permitted use; the Commission accepts, however, that the obvious purpose of clause 2(9) read with the contractual scheme as a whole (which expressly contemplates downstream development by sub-lessees through clauses 13 and 14) is to confine *the nature* of the permitted activity (management and development) rather than the identity of the immediate operator. The Commission therefore makes no finding of a breach of the permitted use on this ground, but identifies the question for the Attorney-General's consideration in the context of future legal drafting.

iii. Clause 4(i) confers on the Republic a right of forfeiture for breach of covenant. That right is preserved against IDC notwithstanding the Sublease, and any breach of the Headlease covenants by IDC arising out of or in connection with the Sublease (including breaches of the no-pollution covenant in clause 2(11) and the no-excavation covenant in clause 2(13)) is capable of grounding forfeiture.

G. The Sublease of 18 September 2024: substantive findings

(i) Indefinite area: the applicable land law regime

2.162. Annexure 1 to the Sublease describes the demised premises as "a minimum area of 400,000 square metres", with the actual extent to be verified by survey by 31 December 2025. Mr. Barbé's candid evidence is that, as Principal Secretary for Lands and the Republic's signatory, he never verified the area, never had it surveyed, no beacons were placed, and that the area was, as expressed by the Commission, "a moveable feast" and, in his words, "should have been a subdivision". The 31 December 2025 verification deadline was not met.

2.163. The correct statutory framework must be identified. Assomption Island has not been surveyed and brought onto the modern land register. It has therefore not been the subject of registration under the Land Registration Act, Cap 107. The instruments by which interests in Assomption are created and recorded fall instead to be governed by:

i. the Mortgage and Registration Act, Cap 134 (the title-deeds regime), under which leases and sub-leases of Assomption are deposited at, and recorded in, the Mortgage Repertoire kept by the Registrar of Deeds; and

ii. where the land in question is State land lying within river reserves, coastal reserves or otherwise reserved State land, the State Lands and River Reserves Act, Cap 228, which regulates the lease, sub-lease and use of such State land.

2.164. Article 1127(2) of the Civil Code of Seychelles requires that the object of an obligation be at least determinate as to its kind; the quantity is admissible of uncertainty *only if it can be ascertained*.[39] The Commission finds that a description framed as "a minimum area of 400,000 square metres" within an unsurveyed parent parcel does not satisfy the standard of certainty required of the object of a contract under Article 1127. A "minimum" area is, by definition, indeterminate at the upper bound; the parcel is incapable of subsequent ascertainment from the instrument itself because no survey methodology, no fixed exterior boundary, and no fixed reference plan is incorporated.

2.165. The structural defect is compounded by the requirements of the Mortgage and Registration Act and of the State Lands and River Reserves Act. Under the Mortgage and Registration Act,[40] every instrument deposited for registration must identify the immovable to which it relates with the precision necessary to bind third parties on inspection of the Repertoire; an instrument which demises a *minimum* area to be ascertained at a date subsequent to registration

[39] Civil Code of Seychelles, art 1127(2)(b).
[40] Mortgage and Registration Acts s. 76(3).

does not satisfy that requirement and renders the entry imprecise and unreliable on its face. Under the State Lands and River Reserves Act, a sub-lease of State land of part of a larger parcel requires the demised area to be identified by survey,[41] with the prior approval of the responsible Minister; that requirement was not satisfied at the date of execution.

2.166. The Commission finds that:

i. the Sublease, as deposited at the Mortgage Repertoire, does not identify the demised premises with the precision required by the Mortgage and Registration Act;

ii. the Sublease ought not to have been accepted for registration without a prior survey of the demised area, conducted to fixed beacons and reduced to a plan annexed to the Sublease, with the prior approval of the responsible Minister under the State Lands and River Reserves Act; and

iii. the entry in the Mortgage Repertoire stands in need of rectification by the deposit of a supplemental instrument identifying the demised area by reference to a registered survey plan, in the manner identified below.

iv. The Commission recommends that the Registrar of Deeds, on receipt of this Report, require IDC and OBIL to lodge, within ninety (90) days, a survey plan of the demised area approved by the Director of Surveys and endorsed by the responsible Minister under the State Lands and River Reserves Act, together with a supplemental instrument identifying the demised area by reference to that plan. Until such rectification is effected, the Sublease, although recorded in the Mortgage Repertoire, is vulnerable to challenge as to the precise extent of the interest conveyed.

(ii) The USD 20 million prepayment is, in law, a one-off capital payment for the lease itself - not rent

2.167. The departure of the executed Sublease from the structure sanctioned under IPTR/2233 is material. The sanction contemplated USD 2 per square metre per annum, year by year. The Sublease provides for a USD 20 million prepayment expressed "in lieu of the first 25 years' rent", payable in three tranches (USD 5 million on signing; USD 5 million by 15 December 2024; USD 10 million in twelve monthly instalments through 2025), with a separate 24-month rent-free grace period for any further sums.

2.168. Having considered the substance and the form of the transaction, the Commission finds that the USD 20 million is, in law, a capital payment for the

[41] See State Land and River Reserves Act, ss. 10(2) 10(6), 18(4) and Sch B (s. 10 as amended and renumbered by the State Land and River Reserves (Amendment) Act 2023 (Act 33 of 2023) s. 4, the form provision formerly in s. 10(2) now appearing as s. 10(6).

grant of the leasehold itself, not rent paid in advance. The grounds for that finding are as follows.

2.169. USD 2 per square metre per annum, applied to 400,000 square metres, yields a nominal annual rent of USD 800,000 and, over twenty-five years, a nominal total of USD 20 million. That arithmetic equivalence is illusory. A payment made today is worth more than the same nominal sum paid in instalments over twenty-five years. At any positive discount rate, the present value of USD 800,000 per annum over twenty-five years is substantially less than USD 20 million paid within fifteen months. At a 6 per cent discount rate, for example, the present value of the rental stream would be roughly USD 10.2 million. The difference - approximately USD 9.8 million on that scenario - represents capital consideration that is not rent at all.

2.170. On Mr. Savy's own evidence, the upfront payment was structured to provide IDC with capital for on-island infrastructure construction (electricity, desalination, sewage) without recourse to borrowing, and to protect IDC against the risk that the Developer might lose interest after five or ten years and depart. A payment whose disclosed purpose is to fund the lessor's capital investment, and to provide security against early termination of the development, has the functional character of a *capital (or principal) sum* rather than of rent. Rent is the periodic consideration for the use and enjoyment of demised premises; a sum received in substance as the consideration for entry into the lease itself is a premium.

2.171. The Sublease provides for a 24-month rent-free grace period in respect of any *further* sums after the prepayment is exhausted.[42] That structure is intelligible only if the parties understood that the USD 20 million was not, in commercial reality, mere advance rent: if it were, the rent-free grace period would be redundant. The 24-month grace period is consistent only with the prepayment being capital consideration, after which a fresh rental regime commences.

2.172. The Mortgage Repertoire entry 51-7B TB9-51 records the upfront consideration as a single lump sum. The recording of a single capital sum in the Mortgage Repertoire corroborates its capital character. If the parties had intended advance rent, the appropriate treatment in IDC's accounts would be a deferred income liability amortised over 25 years; recording a lump sum in the Mortgage Repertoire is inconsistent with that treatment.

2.173. Applying the statutory scheme to the transaction before it, the Commission finds as follows. Section 10(1) of the State Land and River Reserves Act prescribes, in mandatory terms, that "the rents for the said lands shall be invariably paid in advance." The word "invariably" leaves no room for doubt: it is the form in which consideration for a lease of State land is to be paid. Schedule B to the Act reinforces this, contemplating only periodic rent and

[42] Clause 9 (e) of Sublease, Annexure 2.

providing for its payment in advance on a stipulated day in each year. The Act recognises no other mode of consideration for the grant of a leasehold of State land. The USD 20 million paid on the grant of the 70-year sublease of Assomption is not, and on the face of the instrument was not, rent paid in advance in the sense contemplated by section 10(1). It was a single capital sum, paid once, for the grant of the leasehold itself. It bears none of the features of periodic rent: it is not expressed as a yearly sum, it does not recur, it is not calculated by reference to a rental period, and it is not paid on a stipulated day in each year of the term. It was, in substance and in form, a capital payment for the grant of the lease.

2.174. A capital payment of that character is not a form of consideration recognised on the face of the State Land and River Reserves Act. The Act does not prohibit it, but it does not authorise it either; and the express requirement that rents "shall be invariably paid in advance"[43] cannot be read as accommodating a single lump-sum payment at the beginning of a 70-year term. The Commission therefore finds that the USD 20 million did not satisfy the requirement of section 10(1), and that the transaction in this respect stands outside the statutory scheme prescribed for leases of State land.

2.175. The position under the Mortgage and Registration Act is consistent. Section 21(f) requires the transcription of every lease of rural property of whatever duration, and section 58 renders an unregistered lease void as against a subsequent purchaser. These provisions record the lease as a single instrument and bind third parties to its terms; they neither prescribe nor validate the characterisation of the consideration recited within it. Registration of the sublease cannot, and does not, cure a defect in the form of consideration paid for its grant.

2.176. The conclusion is fortified by the legislative history. By the State Land and River Reserves (Amendment) Act, 2023, in force from 22 December 2023, the Legislature revisited section 10 comprehensively, repealing and replacing its provisions on the conditions of leases of State land;[44] yet it left the substantive provisions of section 10(1) untouched and made no provision for the receipt of a capital sum on the grant of a lease. The Legislature, with the opportunity before it, declined to recognise any form of consideration other than periodic rent paid in advance.

2.177. Four consequences follow from the Commission's finding that the USD 20 million is a capital premium, not rent:

i. The sanction fee of 1.5 per cent payable under the sanction was calculated by reference to "lease value". The Commission finds that the proper base for

[43] State Land and River Reserves Act, s. 10(1).
[44] State Land and River Reserves (Amendment) Act 2023 (Act 33 of 2023) s. 4.

the calculation of the sanction fee includes the USD 20 million as capital consideration in its entirety, and not merely an annualised rent figure.

ii. The Stamp Duty Act imposes *ad valorem* duty on instruments transferring or creating interests in immovable property. A capital premium is dutiable as part of the consideration for the lease. The Commission finds that stamp duty payable on the Sublease ought to have been computed on a base that included the USD 20 million as capital consideration, and not on an annualised rent figure, with any shortfall recoverable from the Sublessee.

iii. The third condition of the IPTRA sanction required conversion of all foreign-currency consideration into SCR at the Central Bank mid-rate prevailing on the date of execution. The Commission finds that the USD 20 million falls within "foreign-currency consideration" for the purposes of that condition.

iv. The characterisation of the prepayment as a capital premium reinforces, rather than undermines, Mr. Savy's legal analysis ventilated in late 2023. A capital premium received by IDC is an even clearer instance of a corporate receipt of IDC than would be a stream of advance rent. The position taken by Government, that the sum could be paid directly into the Consolidated Fund, was wrong in law on either characterisation.

(iii) Sub-letting rights and clause 2(10) of the Headlease

2.178. Clauses 13 and 14 of the Sublease confer on OBIL, after five years' operation of the Hotel and on thirty days' notice to IDC alone, rights of further sub-letting, assignment and transfer to third parties (clause 13), and to subsidiaries, affiliates and individual villa owners (clause 14). Clause 2(10) of the Headlease prohibits any such alienation without the Republic's prior express written consent.

2.179. The Commission finds that there is a structural tension between clauses 13 and 14 of the Sublease and clause 2(10) of the Headlease. On a strict construction of the Headlease, no subsequent alienation is competent without the Republic's express written consent, however the Sublease may purport to authorise it. The Republic's endorsement of the Sublease cannot be read as advance written consent to alienations not yet identified, on terms not yet known, to parties not yet existing. Such a construction would empty clause 2(10) of any practical content over the term of the Sublease.

2.180. The Commission therefore finds that any subsequent sublease, assignment, or transfer purportedly executed under clauses 13 or 14 of the Sublease, without the Republic's prior express written consent, would be ultra vires the Headlease and incapable of valid registration under the Mortgage and Registration Act.

2.181. The Commission also draws attention to clauses in both the Headlease and the Sublease that speak of "premises" in terms more appropriate to a building than to land.

(iv) IDC as exclusive civil contractor and the civil contract

2.182. The Sublease establishes IDC as the sole civil contractor for the development. The civil contract subsequently executed on 29 October 2024 in the sum of USD 40,612,662.12 for grey works over twenty months is the operative engagement. Mr. Bonnelame's evidence, accepted by the Commission, is that the agreed duration was twenty-six months, but the executed contract specified twenty months, with a 10 per cent penalty clause representing approximately USD 4 million on the contract value. Mr. Butt did not respond to Mr. Bonnelame's request for amendment.

2.183. The Commission finds that the executed civil contract does not reflect the commercial agreement reached between the parties. The disparity between agreed and contracted duration carries a quantified contingent exposure for IDC of approximately USD 4 million. The matter remains outstanding and was noted by IDC in its Letter in response to the Notice of Adverse Finding as a matter that will be remedied in due course.

(v) Verbal commitments not reduced to writing.

2.184. The Commission finds that the Developer's commitment to provide two twin-engine helicopters and two twenty-seat jet aircraft, to be based on Assomption, for IDC inter-island operations constitutes a verbal commitment which was not reduced to writing in the Sublease or its annexures. In response to the Letter of Notice of Adverse Findings, IDC noted that the verbal discussions of providing two helicopters and jets was not a finalised or materialised commitment, of which they were aware. Given that this verbal undertaking was made only to a former CEO, and not reduced to writing, it cannot be seen to have gained any enforceable nature.

(vi.) Executive interference in granting of project approvals

2.185. The Commission finds that the President convened a meeting at State House on 27 August 2024in the Salon Maritime, which was attended by the persons identified above. The matching evidence of Mr. Lionnet, Mrs. Servina, Mrs. Laure, Witness A, and the documentary record (the Weber email of 28 August 2024 at 15:55) is irreconcilable with Mr. Ramkalawan's characterisation of the meeting as a mere debriefing.

2.186. The Commission finds that the meeting was convened by the President; that the conditions of the impending NOA were discussed at the meeting; that on the evidence of Mrs. Servina, of Witness A, and of the Weber email expressly referring to "the agreement at our meeting at State House yesterday", the

Ministry of Environment understood the meeting to have produced a *commitment* that the NOA would issue; and that the NOA was in fact issued the following day, 28 August 2024.

2.187. The Commission therefore finds that the President personally intervened in the environmental regulatory process at the point immediately before the issue of the NOA, which was a condition precedent to the execution of the Sublease. The Commission does not find that the NOA was issued in error; it may, however, have been compromised in certain environmental respects, and the *process* by which it was issued was tainted by improper executive pressure.

2.188. The contemporaneity of the State House meeting (27 August 2024), the issuing of the NOA (28 August 2024) and the execution of the Sublease (18 September 2024) is a chain that the Commission cannot regard as coincidental. The Sublease was executed in the form, and at the speed, in which it was, because the NOA had issued; and the NOA had issued in the form, and at the speed, in which it had, because of the executive pressure exerted on 27 August 2024.

H. Findings on individual conduct: actionable breaches of duty

2.189. The Commission has considered, in accordance with the third limb of its Terms of Reference under this head, whether any individual breached a duty actionable in damages or in disciplinary proceedings in the negotiation, execution or implementation of the Sublease. The Commission applies the civil standard of proof (balance of probabilities), recognising that findings of personal misconduct require evidence of commensurate cogency. Where the evidence supports a finding of breach, the Commission so finds; where the evidence falls short, the Commission so states.

(i) Mr. Denis Barbé, Principal Secretary for Lands

2.190. Mr. Barbé admitted in evidence that, as the Republic's signatory and endorser on a Sublease conveying part of Assomption Island for seventy years, he had not verified the area demised, had not had it surveyed, had not caused beacons to be placed, and had treated the area as a "moveable feast". He further admitted that the transaction "should have been a subdivision". He also acknowledged that he did not himself address the rent basis but deferred entirely to Mr. Pat Lablache.

2.191. The Commission finds, on these admissions, that Mr. Barbé breached the duty of care owed by him as Principal Secretary for Lands to the Republic of Seychelles in the discharge of his statutory functions under the Mortgage and Registration Act, the State Lands and River Reserves Act, and IPTRA. Specifically:

i. by signing as endorser on behalf of the Republic an instrument the precise extent of whose subject-matter he had not ascertained, he failed to exercise

the standard of diligence properly to be expected of a senior public officer responsible for the alienation of State land for seventy years; and

ii. by failing to ensure that a survey of the demised area was conducted, beacons placed, and a plan annexed to the Sublease prior to its execution and deposit, as required by the Mortgage and Registration Act read with the State Lands and River Reserves Act, he failed to exercise the supervisory function of his office in respect of the proper recording of dispositions of immovable property of the Republic.

2.192. The Commission does not find that Mr. Barbé acted in bad faith; on the contrary, his candour before the Commission was creditable, and the Commission accepts that he acted under significant pressure within an administration whose direction on the transaction had been settled at a higher level. These are mitigating factors, but they do not negative the finding of breach.

2.193. The Commission does not find that Mr. Barbé's conduct gives rise to a civil cause of action in damages at the suit of the Republic, principally because the loss flowing from his conduct (if any) is not readily quantifiable and was, in any event, the product of multiple causes.

(ii) Mr. Patrick Lablache

2.194. Mr. Lablache acted in evidence on this transaction in three distinct capacities: (i) as a Government valuer; (ii) as a member of the IDC Board; and (iii) as a member of the Planning Authority. The evidence is that he did not produce, in any of those capacities, an independent valuation of the rent or of the prepayment, despite being relied on by Mr. Savy, Mr. Barbé and the Developer for valuation expertise.

2.195. The Commission finds that:

i. the simultaneous occupation of these roles is incompatible with the standards of independence ordinarily required of an adviser on a transaction of this size, and constituted a conflict of interest which Mr. Lablache ought to have disclosed and resolved by recusal from at least one of the roles; and

ii. by holding himself out as the source of valuation expertise on which the Republic relied, while in fact producing no independent valuation, Mr. Lablache failed in his duty to the Republic in his capacity as a Government valuer.

(iii) Mr. Glenny Savy, former Chief Executive Officer of IDC

2.196. Mr. Savy's evidence before the Commission was, in the Commission's assessment, substantially candid. The Commission must, however, assess whether the conduct of the negotiation and execution of the Sublease by Mr.

Savy as CEO of IDC discloses any actionable breach of duty owed by him to IDC under the Companies Ordinance 1972 or otherwise.

2.197. The Commission finds that Mr. Savy:

i. conducted the negotiations within the framework of decisions taken by the IDC Board, with the express prior knowledge and "green light" of the Head of State, and with the involvement of IDC's standing legal and valuation advisers;

ii. secured commercial terms that, on the comparators in evidence, were favourable to IDC by reference to the Platte Island and Government industrial-lease benchmarks; and

iii. structured the upfront payment in a manner that, on his evidence, was designed to protect IDC against the risk of Developer departure, and resisted Cabinet attempts to divert the funds.

2.198. However, Mr. Savy also,

i. permitted draft leases to be exchanged with the Developer during the EoI period, and exchanged terms derived from the standard IDC Sublease before the EoI had closed.

ii. engaged with the Developer and ICS regarding ICS performing an EIA and other environmental consulting for the Assomption project prior to the Board of IDC approving the Developer's EoI, and issuing the Intention of Award. It is inferred that Mr. Savy used his positions as CEO of IDC and a Board member of ICS to facilitate this contract.

2.199. Therefore, the Commission finds that Mr. Savy breached the duty to avoid conflicts of interest owed by him as a director and Chief Executive Officer to IDC under the Companies Ordinance,[45] and his duties as a CEO of a Public Enterprise[46] and as a public officer.[47] However, as his conduct, viewed in the round, was directed at securing favourable commercial terms for the company, the Commission does not find that this conduct has any adverse effect on the validity of the sublease itself.

(iv) Mr. Wavel Ramkalawan, former President of the Republic

2.200. The Commission has considered with particular care whether the conduct of Mr. Ramkalawan in respect of the Sublease discloses any breach of duty actionable at law. Constitutional immunity from suit for acts done in his official capacity, conferred by Article 59 of the Constitution, attaches only during the President's tenure; it does not preclude a finding by this Commission as to the proper characterisation of his conduct, and the

[45] Companies Ordinance, 1972, s. 171(1)(g).
[46] Public Enterprise Act, 2023, ss. 69 and 79.
[47] Public Officer's Ethics Act, 2008, s. 8 ("POEA").

immunity in any event falls away after the expiry of his term (which occurred in October 2025).

2.201. The Commission finds, on the concurring evidence of Mr. Lionnet, Mrs. Servina, Mrs. Laure, Witness A, and the Weber email of 28 August 2024, that Mr. Ramkalawan exerted executive pressure on the Ministry of Environment in connection with the issue of the NOA. His own answer under examination - that, had the Minister refused, "as the Executive… if I felt the Minister's decision was a wrong decision, it was my responsibility and I take my responsibility seriously" - is an answer that *confirms* the proposition put to him in respect of executive direction.

2.202. The Commission further finds that Mr. Ramkalawan's conduct in meeting with and enjoying a complimentary hotel stay, with his entourage, at an ultra-luxury resort owned by the principal of the Developer at the Waldorf Astoria Ithaafushi during the EOI period, without IDC representation was procedurally improper, irrespective of the original purpose of the State visit and irrespective of whether private substantive discussions in fact occurred at that hotel.

2.203. On the question whether these matters give rise to breaches of duty actionable in damages or in disciplinary proceedings, the Commission finds:

i. Mr. Ramkalawan was, as Head of the Executive, subject to the duties imposed on holders of public office under his presidential oath under schedule 6 of the Constitution to "faithfully and diligently perform [his] duties … to be faithful to the Republic of Seychelles, …[to] uphold the Constitution and the laws of Seychelles." He is also responsible for upholding the Code of Conduct and Ethics established under the Public Officers' Ethics Act, 2008 (POEA).

ii. The Commission finds, on the evidence before it, that Mr. Ramkalawan's conduct in convening the State House meeting of 27 August 2024 in the manner and at the timing in which it took place, and in exerting the pressure on the Ministry of Environment to issue the NOA that he there exerted breached his oath to uphold the laws of Seychelles by usurping the proper statutory role of the Ministry in assuring itself of the environmental probity of a development project prior to approving it.

iii. This same conduct also constitutes a breach of the Code of Conduct under the Public Officer's Ethics Act, in particular the requirements as to non-interference with statutory regulatory functions and the impartial discharge of executive responsibilities.

2.204. The Commission does not find that the matters arising from the Maldives visit, viewed in isolation, support a finding of breach of duty actionable in damages or in disciplinary proceedings. The Commission accepts Mr. Ramkalawan's

evidence in its narrowest particulars and confines its adverse finding to the resulting appearance of pre-allocation rather than to any positive act of pre-allocation. However, the Commission finds that the three nights' stay at the Waldorf Astoria, Ithaafushi for the President and his entourage during the EOI when the Developers were actively pursuing a contract to develop in Seychelles breached the duties of the President and the other public officials who were members of the entourage, to "use [their] best efforts to avoid being in a position in which [their] personal interests conflict with [their] official duties"[48] and ensuring that they do not improperly enrich themselves or others through the use of their public office.[49]

(v) OBIL and the Developer interests

2.205. The Commission has considered whether OBIL, Assets Group, or any individual on the Developer side breached any duty owed in Seychelles law in the negotiation and execution of the Sublease.

2.206. The Commission does not find, on the evidence before it, that the Developer or its principals breached any duty actionable in damages or in disciplinary proceedings in the negotiation and execution of the Sublease. The Developer's "nimble" culture, as described by Mr. Butt, and its exchange of draft leases during the EoI period, do not on the Commission's analysis constitute breaches of duty owed by the Developer; they constitute departures from proper process on the part of the Seychelles counterparties who permitted them.

2.207. The Commission does find, however, that the conduct of the Developer's corporate affairs in Seychelles requires further investigation. The entities IDCC and UCC Sey are operational in Seychelles, ostensibly as subcontractors of OBIL or IDC. UCC Sey is registered in Seychelles, operates lawfully and pays its taxes. The Commission could not find on record all of the documents that are required to be filed under the Companies Act, including its annual financial returns. The arrangement of the employment of their staff through IDC requires regularisation which is discussed in Chapter IV. IDCC is not registered, and its right to operate is queried.

2.208. Mr. Butt's categorical denial under oath that any inducements were paid is recorded in the Commission's evidence. The Commission will examine this evidence in more detail when it considers the transparency, legality and financial probity of the processes in the development project on Assomption in Chapter VIII.

[48] POEA, s. 8.
[49] POEA, s. 17.

I. Compliance with the Civil Code and the applicable land-law regime

2.209. Drawing together the legal findings above, the Commission summarises its assessment of the Sublease against the principal provisions of the Civil Code of Seychelles and the applicable land-law regime (the Mortgage and Registration Act and the State Lands and River Reserves Act, Assomption Island not having been surveyed and registered under the Land Registration Act):

i. Article 1108 (validity of contract). Consent of the parties is not in issue. Capacity is not in issue. The certain object requirement is not satisfied, for the reasons given at paragraphs 2.170 to 2.174. The Commission expresses no view on cause.

ii. Article 1127 (determinate object). The Commission finds that the description of the demised premises does not meet the required standard of determinacy (paragraph 2.172).

iii. Article 1134 (good faith performance). The Commission identifies, as a matter of concern for ongoing performance, the disparate civil contract terms, and the failure to meet the 31 December 2025 area verification deadline.

iv. The USD 20 million prepayment. The USD 20 million is, in law, a capital premium for the grant of the leasehold itself, not rent paid in advance.

v. Sub-letting under the Headlease. The Headlease prohibits sub-letting save with the prior express written consent of the Republic. The principal Sublease has such consent. Subsequent alienations purportedly authorised by clauses 13 and 14 of the Sublease do not and would be *ultra vires* the Headlease.

vi. Mortgage and Registration Act (Cap 134). The Sublease, as deposited at the Mortgage Repertoire, does not identify the demised premises with the precision required to bind third parties on inspection

vii. State Lands and River Reserves Act (Cap 228). Prior survey, beaconing and ministerial approval of a plan of the demised area were required and were not obtained.

viii. Rectification. The Commission identifies rectification of the Mortgage Repertoire entry, on deposit of a survey plan and supplemental instrument, as the appropriate remedy.

J. Concluding finding

2.210. The Commission finds that:

i. the Sublease of 18 September 2024 was the product of a process that, while ostensibly conformable to the framework of Seychelles law and IDC's Board

procedures, was in substance shaped by executive interest at the highest level and by a Developer-side strategy of nimble pre-positioning during the EoI period.

ii. The transaction is structurally vulnerable on the points of indefinite area, capital-versus-rent characterisation, prospective alienation, and the inconsistency between sanction and Sublease completion deadlines.

iii. The IPTRA sanction was incompetent at the date of issue but was cured in substance by the subsequent execution of the Headlease and the Republic's endorsement of the Sublease; the Commission accordingly does not find the Sublease void on that ground.

iv. The USD 20 million prepayment is, in law, a capital premium and not rent paid in advance, with the fiscal and registration consequences identified above.

v. The Commission has not found on the evidence before it, breaches actionable in damages, but has identified questions for separate legal advice to the Attorney-General and the IDC Board where appropriate.

2.211. None of the structural vulnerabilities the Commission has identified is irremediable, and the Commission makes recommendations for the steps to be taken to address them. What is irremediable, the Commission finds, is the historical fact that the process did not match the standards the public is entitled to expect of a seventy-year disposition of part of one of the most ecologically significant islands of the Republic.

PART VI — THE COMMISSION'S RECOMMENDATIONS

2.212. The recommendations that follow are drawn together from the findings in Part V. They are addressed to the bodies competent to act upon them, and are to be read with the findings on which each depends. Several call for action within fixed periods; the Commission has indicated those periods in each case. The recommendations are without prejudice to any question of the validity of the Sublease as a matter of private law, which, if it arises, is for the courts on the application of a party with standing.

A. To the Registrar of Deeds

2.213. Rectification of the demised area. The Registrar of Deeds should require IDC and OBIL to lodge, within ninety (90) days of receipt of this Report, a survey plan of the demised area approved by the Director of Surveys and endorsed by the responsible Minister under the State Lands and River Reserves Act, together with a supplemental instrument identifying the demised area by reference to that plan, in rectification of Mortgage Repertoire entry 51-7B TB9-51. Until that rectification is effected, the precise extent of the interest conveyed by the Sublease remains open to challenge (Part V, G(i)).

2.214. Prospective alienations. The Registrar of Deeds should be put on notice not to accept for registration any sub-lease, assignment or transfer purportedly made under clauses 13 or 14 of the Sublease in the absence of the prior express written consent of the Republic, such dispositions being ultra vires the Headlease (Part V, G(iii)).

B. To the Registrar-General and the Seychelles Revenue Commission

2.215. Sanction fee. The Registrar-General should recalculate the 1.5 per cent sanction fee on a base that treats the USD 20 million as capital consideration in its entirety, and not merely as an annualised rent figure, and recover any shortfall from the Sublessee (Part V, G(ii)).

2.216. Stamp duty. Stamp duty on the Sublease should be reassessed on a base that includes the USD 20 million as capital consideration, the prepayment being, in law, a capital premium dutiable as part of the consideration for the lease. The Commission refers the matter to the Registrar-General and the Seychelles Revenue Commission for reassessment (Part V, G(ii)).

2.217. Characterisation of the USD 5.75 million. Whether the pre-Sublease payment of USD 5.75 million forms part of the consideration moving under the Sublease (and so falls to be aggregated with the USD 20 million for the purposes of sanction fee, stamp duty and Central Bank conversion) or stands on a separate footing should be determined by the Registrar-General together with the Attorney-General (Part V, C).

C. To the Central Bank of Seychelles

2.218. Currency conversion. The Central Bank should determine whether the third condition of sanction IPTR/2233, requiring conversion of all foreign-currency consideration into Seychelles Rupees at the mid-rate prevailing on the date of execution, was satisfied in respect of each of the three tranches of the USD 20 million prepayment, and, if not, what remedial action is required (Part V, G(ii)).

D. To the Principal Secretary for Lands

2.219. Supplementary sanction or Deed of Variation. Before 27 March 2027, the Principal Secretary for Lands should issue a supplementary sanction aligning the completion deadline with that in the Sublease, or the parties should execute a Deed of Variation of the Sublease bringing its completion deadline into line with the sanction. As matters stand, completion between 27 March 2027 and 18 September 2027 would comply with the Sublease but breach the sanction, exposing the Developer to forfeiture under IPTRA (Part V, E(ii)).

2.220. Notice to the Developer on prospective alienation. The Principal Secretary for Lands should communicate to the Developer in writing, at the earliest opportunity, that no prospective sub-lease, assignment or transfer under

clauses 13 or 14 of the Sublease is competent without the prior express written consent of the Republic (Part V, G(iii)).

E. To the Board of IDC

2.221. The IDC Board should pursue, as a matter of urgency, amendment of the civil contract of 29 October 2024 to reflect the twenty-six-month duration agreed between the parties, rather than the twenty months executed, so as to remove the contingent exposure of approximately USD 4 million arising under the ten per cent penalty clause (Part V, G(iv)).

F. To the Attorney-General

2.222. Permitted use under the Headlease. The question whether the devolution to the Sublessee of the management and development of part of the demised premises is consistent with clause 2(9) and the Third Schedule of the Headlease, which confine permitted use to management and development by the Lessee, should be considered by the Attorney-General in the context of future legal drafting (Part V, F(b)).

2.223. Drafting of future instruments. Both the Government and the IDC legal drafter (Mrs. Priscille Chetty) should, in any future Headlease or Sublease, cease to rely on the outdated lease templates that produced the defects identified in this Chapter - among them the use of “premises” in terms apt for a building rather than land, the indefinite description of the demised area, and the internal tension between the sub-letting clauses of the Sublease and clause 2(10) of the Headlease. These matters ought to have been addressed by the Attorney-General’s Chambers and by the drafter of the Sublease (Part V, G(i), G(iii))

G. To the Registrar of Companies

2.224. Developer’s corporate affairs. The conduct of the Developer’s corporate affairs in Seychelles - the failure to register IDCC, the deficiencies in the corporate filings of UCC Sey (no directors of record, no Annual Returns filed) is referred to the Registrar of Companies for investigation and potential administrative enforcement (Part V, H(v)).

H. To the Government and the Legislature

2.225. Consideration for leases of State land. The Government should adopt, for the alienation of State land in future, the position that section 10(1) of the State Land and River Reserves Act requires consideration for a lease or sub-lease of State land to take the form of periodic rent paid in advance, and that a capital payment made on the grant of a lease, whatever its designation, is not consideration of the kind the Act contemplates (Part V, G(ii)).

2.226. Amendment of the State Land and River Reserves Act. Where the Government or IDC wishes, in a particular case, to receive a capital sum on the grant of a lease of State land, the Legislature should first be invited to amend the State Land and River Reserves Act to provide expressly for the circumstances in which a capital premium may be received, the procedure by which its amount is to be assessed, the persons by whom it is to be approved, and the manner in which it is to be accounted for in the public revenues. The absence of any such framework is itself a matter of public concern (Part V, G(ii)).

2.227. Administrative guidance pending amendment. Pending any such amendment, the Government should issue clear guidance to the Ministry responsible for Lands, the Attorney-General's Chambers and the Registrar of Deeds that leases of State land are to be granted in the form prescribed by Schedule B to the Act, with consideration expressed as periodic rent paid in advance, and that any proposal to depart from that form is to be referred for legal advice before execution (Part V, G(ii)).

2.228. Engagement of the Head of State in commercial dispositions. The Commission recommends that clear protocols be adopted to ensure that, where the Head of State or any senior member of the Executive meets a prospective Developer during an open EoI, the relevant State-owned company is represented and a proper record kept, so that the appearance of pre-allocation found in this Chapter is not repeated (Part V, B and H(iv)).

CHAPTER III: PLANNING AND ANCILLARY PERMISSIONS

PART I — INTRODUCTION

3.1. The Commission was mandated to examine the circumstances, processes and procedures under which planning permission and all ancillary permissions, licences or approvals were granted in respect of developments on Assomption Island, including whether any application for environmental authorisations was made as part of the planning process and how it was assessed. This encompassed the subsequent monitoring and enforcement by the Planning Authority, and whether any illegal or undue interference, pressure or influence was exerted upon planning or other public bodies to secure or influence the relevant permissions.

3.2. For the purposes of this chapter, the Commission has taken "interference, pressure or influence" to extend to conduct originating from the Executive, the Developers and third parties alike, and to include any communication, instruction, pressure or other form of influence from the President, the Vice-President, Ministers or their offices, directed at the Planning Authority, MACCE, the NOA process, sand-extraction permitting, monitoring or enforcement.

3.3. The chapter recounts, in the witnesses' words, the planning process for the development on Assomption Island concerning the runway extension, the hotel and its related structures, and the ancillary permissions needed for those works, particularly the permit for sand extraction. It does not cover the parallel environmental and social impact assessment process, which is the focus of a separate chapter, except where the evidence on planning cannot be clearly recorded without some unavoidable reference to it.

3.4. The main permissions in question are four:

i. First, the planning permission for enlarging and extending the airstrip on Assomption, granted on 15 November 2023 (and transmitted to IDC on 17 November 2023), based on a Class 2 environmental authorisation signed by the then Principal Secretary for the Environment, Mr. Denis Matatiken.

ii. Second, the set of planning permissions for the hotel itself starting with a presentation to the Planning Board on 3 November 2023 and ongoing through detailed planning submissions from 23 September 2024, with the initial approval given on 7 November 2024 and subsequent amendments and re-submissions into 2025.

iii. Third, the permit for extracting 3,000 metric tonnes of sand from Assomption for the FIFA Beach Soccer World Cup 2025, issued on 31 October 2024 by the Principal Development Control Officer in his capacity as Sand and Gravel Controller, and varied on 12 December 2024.

iv. Fourth, the ancillary planning permissions: the workers' accommodation, and the still-outstanding plans for the jetty and the plant nursery, both of which are conditions the Commission was told had not been satisfied as of the date of the relevant testimony.

3.5. The witnesses are taken below in the chronological order in which they testified before the Commission. They are:

i. Mrs. Angela Servina, Chief Executive Officer of the Seychelles Planning Authority (12 January 2026);

ii. Mr. Cyril Bonnelame, then Chief Executive Officer of IDC and previously Chairman of the Planning Board (13 January 2026);

iii. Mr. Christian Lionnet, Deputy Chief Executive Officer of IDC (13 January 2026, afternoon session);

iv. Mrs. Anne Rosette, Chief Executive Officer of the Seychelles Investment Board (4 March 2026);

v. Mr. Sayeed Abdelhaq Salih, Principal Development Control Officer of the Planning Authority and Sand and Gravel Controller (12 March 2026, 9.00 am);

vi. Ms. Sharon Gerry, Director-General for Waste, Enforcement and Permits in the Ministry of Environment (12 March 2026, 10.45 am);

vii. Mr. Denis Matatiken, formerly Principal Secretary for the Environment and now Special Advisor to the Minister (13 March 2026);

viii. Mr. Michel Savy of Atom Engineering, the consulting engineer for the runway and the hotel structural works (16 March 2026);

ix. Mr. Glenny Savy, the former Chief Executive Officer of IDC (17 March 2026); and

x. Mr. Wavel Ramkalawan, former President of the Republic (18 March 2026).

PART II — THE EVIDENCE OF THE WITNESSES

(i) Mrs. Angela Servina, Chief Executive Officer, Seychelles Planning Authority (12 January 2026)

3.6. Mrs. Servina is the administrative head of the Planning Authority and an ex officio member of the Planning Authority Board. She outlined the usual planning process for a large foreign tourism development. A foreign investor must first approach the Seychelles Investment Board, which conducts a pre-scoping exercise with relevant government stakeholders and may refer the matter to Cabinet for endorsement. If, at the SIB stage, the Ministry of

Environment indicates that an Environmental Impact Assessment ("EIA")[50] is necessary, the Planning Authority will not process any planning application until the EIA is completed and the NOA is issued by the Ministry. The NOA is communicated to the Planning Authority by the Administrator, and only then may the application proceed. Architectural plans (with engineering plans following later) are submitted, vetted, paid for, and circulated by Planning Authority counter staff to referral agencies such as the Environment, the Ministry of Tourism, the Public Health Authority, the Seychelles Fire and Rescue Services Agency, and others as appropriate, with fourteen working days allocated for comment. The application is then reviewed at Committee level, which provides a preliminary recommendation; large projects are always referred to the main Planning Authority Board. The Board may call in the agent and the Developer for presentation or discussion before granting approval and may require community or public consultation. When planning permission is granted, conditions are attached; the Developer must then submit structural plans, and only after those are approved may a commencement notice be filed, at least 48 hours before works begin.

3.7. Monitoring on the outer islands is performed jointly by the Planning Authority with the Ministry of Environment, Public Health and (where relevant) other agencies, on a schedule agreed with the Developer (in this case IDC) and paid for by the Developer. Asked to compare past experience, Mrs. Servina said that the planning approval process for Desroches (a re-development) had taken less than six months, while Platte (effectively a virgin development) had taken only a month or two; in each case the substantive concerns are taken up during the EIA, which precedes the planning process.

3.8. Mrs. Servina first became aware of the Assomption project in late 2023, when Mr. Glenny Savy, then CEO of IDC, approached her about an upcoming tourism development. The Planning Authority organised a presentation before the Planning Board on 3 November 2023, delivered by Mr. Michel Savy (whom she understood to be Mr. Glenny Savy's son, acting as agent for IDC) and Mr. Danny Souffe, an architect employed by IDC. The project as then described comprised 41 (or 42) villas with restaurants, gyms, spa, stables for horses, an IDC village and IDC guesthouses. The Board listened, and raised its apprehensions internally (after the presenters had left) about the location of Assomption within the cyclone belt, recalling the Fantala cyclone which had affected Farquhar a few years earlier, and the scale of the development. Mr. Savy asked whether IDC could proceed with an outline application; the Planning Authority declined to accept an outline submission until the EIA was

[50] Under the Environment Protection Act, Cap 71 and the Environment Protection (Impact Assessment) Regulations, 1996 certain constructions require a Class 1 Environmental and Social Impact Assessment (ESIA) whereas others require a Class 2 Environmental Impact Assessment (EIA), the former being a more rigorous assessment of a development. Both forms of assessment are sometimes referred to as EIAs.

finalised, although IDC nonetheless submitted one, which the Authority retained but did not process.

3.9. Earlier than that presentation, in October 2023, IDC had submitted a separate planning application for the enlargement of the existing runway on Assomption. The application was prepared by Atom Engineering, represented by Mr. Michel Savy. On her recollection the application was submitted in mid-October 2023 and the decision given on 10 November 2023; the stamped-approved drawings, however, carry the date 15 November 2023, and the discrepancy is taken up in the chronology and findings below. The Planning Authority consulted the Seychelles Civil Aviation Authority on the engineering. The Department of Environment was consulted and issued an Environmental Approval based on a Class 2 EIA. Mrs. Servina did not recall a condition for tortoise underpasses; the only environmental condition she could recall was one restricting work during the bird-breeding season. She accepted that the runway extension was approved, and built, before the planning application for the hotel was even submitted, and that, on her understanding, SIF had at some stage raised a concern that it had not been consulted on the runway.

3.10. The hotel EIA (which was to be a more thorough Environmental and Social Impact Assessment) had not been initiated at the date of the first presentation in November 2023; this was noted at the Planning Board by the Environment representative on the Board, Mrs. Nanette Laure, who advised that the ESIA had not been initiated despite the request having been made. The ESIA process ran from January 2024 until August 2024. The NOA was issued by the Department of Environment in early September 2024,[51] and IDC then made known that it would begin submitting detailed plans.

3.11. In or around mid-September 2024 (Mrs. Servina recalled the date as perhaps 13 September 2024), IDC organised a site visit to Assomption for the Planning Board. All Board members attended, together with the Environment representative on the Board, Mr. Norman Weber and a second representative of ICS, and a representative of IDC's village on Assomption; Mr. Glenny Savy provided local knowledge. There was no environmental officer from SIF. The Board first stopped at Desroches, where Mr. Savy explained that the same infrastructure (diesel plant, photovoltaic, water, electricity) would be replicated at Assomption; the Board then flew on to Assomption. The villa footprints (37 in the submission, down from the 41 or 42 in the initial presentation) had been pegged along the length of the western coast; the Board toured the pegged sites for the villas, back-of-house, front-of-house and the area earmarked for four or five restaurants (including the Japanese restaurant at the upper end). The Board was shown the existing jetty (now in ruin) and the historical administrator's house. The guano holes were identified

[51] Documentary evidence indicates that the NOA was granted on 28 August 2024.

as a condition: the Developer undertook that they would not be filled but converted into walkways for tourists. The setback from the high-water mark to the villa footprints was measured on the day at 40 metres (the regulatory requirement is 25 metres, and the Board was satisfied with the over-compliance, which is intended to protect the vegetation in front of the beach).

3.12. Detailed planning submissions for the hotel components (some thirteen in number, as recalled by Mrs. Servina) began on 23 September 2024. The plans had been designed overseas (desktop work) and were sent to a local architect for submission, with the consequence that coordinates were repeatedly inaccurate. The Planning Authority and IDC jointly procured the services of Mr. Nicholas Oniare of the Survey Division (Ministry of Lands and Housing), who carried out a full survey of Assomption Island using drone equipment in early January 2025, accompanied by Mr. Salih (Principal Development Control Officer) and two Environment officers. The cost was split half-and-half between the Planning Authority and IDC. The first hotel planning permission was issued on 7 November 2024. The Developer immediately submitted engineering plans, then a commencement notice, and construction began.

3.13. Mrs. Servina dealt with the Developer through IDC. She met the Developer's representatives twice: once when Mr. Glenny Savy was still CEO of IDC, and once after Mr. Cyril Bonnelame had taken over. They asked whether the Planning Authority could speed the plans up; her answer was that the processes had to be followed. She found them, and IDC representing them, at times pushy, but the Planning Authority stood its ground.

3.14. Mrs. Servina also gave evidence about UCC, the Developer's preferred building contractor. UCC applied through SIB for a Class 1 building contractor's licence (which would have permitted them to build anything). The Planning Authority refused the licence. The reason was that on the contract Mrs. Servina was able to check with Mr. Savy while he was still at IDC, only IDC was to build on the outer islands; UCC were permitted only to do finishing works and landscaping, neither of which requires a Class 1 licence. Nonetheless, it continued to lobby the Planning Authority "all the time," and the Authority continued to refuse the licence, on her account, up until the date of her testimony. When the September 2024 visit took place, her officer noticed two distinct groups of workers: one accommodation block for those directly under IDC, and another for those working for UCC, although their workers were doing only the kind of finishing work permitted to UCC.

3.15. Monitoring of the works was to have been monthly, sometimes twice monthly, depending on flight availability. The visits did not in fact take place monthly; the schedule slipped to roughly every two months, with IDC citing aircraft servicing issues. Mrs. Servina wrote repeatedly to IDC to press for visits. When the Planning Authority's officers did visit, the works were always compliant

with the planning approvals; the persistent concern came from the Environment, who took the view that the EIA conditions, in particular, the appointment of a biodiversity officer, were not being respected.

3.16. Mrs. Servina was careful to distinguish between the conditions of planning permission and those of the NOA. The requirement for a biodiversity officer was not a condition of any planning permissions; it was a condition of the NOA. Therefore, the Planning Authority had no direct statutory basis to enforce it, but considered itself obliged to support its partner agency. A meeting was convened in early May 2025 (on a Friday) by Mrs. Laure of the Department of Environment, attended by Mr. Bonnelame and Mr. Lionnet for IDC, and by the Planning Authority's Principal Development Control Officer, Mr. Salih (with Mrs. Servina herself in a concurrent Board meeting), along with representatives from ICS and, she believed, SIF. The Board agreed that a Stop Notice would be issued (the "Stop Notice").[52] The first Stop Notice was issued by the Planning Authority on 14 May 2025; it was signed for by the Deputy CEO of IDC the same morning. IDC did not challenge the Stop Notice. The Developer responded swiftly: a temporary biodiversity officer was appointed, although that person subsequently resigned. The Department of Environment retracted its letter, and the Planning Authority withdrew the Stop Notice on 21 May 2025.[53]

3.17. Shortly after the lifting of the Stop Notice, a site visit was held in June 2025. The southeast monsoon had set in, the wind was strong, the sand was being whipped up, the sea was rough, and the workers were operating in very difficult conditions, taking turns to do their stints. IDC indicated that it would need more workers to maintain progress, and submitted an application for workers' accommodation, by IDC for IDC. The Planning Board approved the application quickly, because the site for the accommodation had been seen on the June 2025 visit. Mrs. Servina estimated the date of the approval in "late June or something."

3.18. It was only later, in November 2025, that the Environment representative on the Board (Mrs. Laure) returned to the matter, having gone back through the NOA. The Department had concluded that its environmental approval for the workers' accommodation should not have been given: one of the conditions of the NOA was a cap on the number of workers permitted on the island at any one time, and the increased accommodation would breach that cap, with consequent impacts on biodiversity, biosecurity and the wider environment of Assomption.

3.19. Throughout 2025, monitoring visits remained challenging; Mrs. Servina recalled visits in July, possibly in August, but these visits were less frequent than the Planning Authority expected. The Environment department

[52] May 2025 Stop Notice, Annexure 5.
[53] Withdrawal of Stop Notice, Annexure 6.

expressed ongoing dissatisfaction at every visit, mainly due to the persistent biodiversity problem. The Planning Authority continued to debate measures at Board level on potential actions. A site visit in September 2025 (just before the elections) reported no concerns from the planning side; however, the Ministry of Environment had ongoing issues with biodiversity, the tortoises, and the dredging: all topics being discussed in the media at the time.

3.20. When directly questioned by the Commissioner whether the second Stop Notice was issued due to government pressure following the change of government, Mrs. Servina responded no. The Planning Authority had been deliberating on the matter for months. It had also received a Constitutional Court petition from two individuals seeking a Stop Notice on the project, with Mrs. Servina liaising with the Attorney-General's Office for representation. Although the petition was primarily addressed to the Ministry of Environment, the Planning Authority and Environment were already discussing jointly how to respond. The Planning Authority could not find grounds within its own law to issue a Stop Notice unilaterally; similarly, Environment could not immediately issue a Stop Notice. The two agencies agreed that Environment would issue a Prohibition Order, while the Planning Authority would issue a Stop Notice in support.

3.21. The Prohibition Order was issued by Mrs. Laure on 13 November 2025;[54] the Stop Notice was issued by the Planning Authority on 14 November 2025.[55] The Stop Notice required works to cease completely; the Prohibition Order required the Developer to remedy listed breaches within a time delay, ultimately to Environment's satisfaction. As at the date of Mrs. Servina's testimony, both remained in force. The underlying breaches had not been remedied. The jetty plans had only been submitted late in 2025 (before Christmas) and were under assessment, with amendments anticipated. The plant nursery plans had also been recently submitted but were objected to on the ground of size (the nursery as proposed was too big). Environment had advised in December 2025 that she might need to reissue a fresh Prohibition Order to capture continuing non-compliance.

3.22. The Commissioner asked whether, if the planning concerns alone were satisfactorily addressed, the Planning Authority would lift its Stop Notice. Mrs. Servina answered that she would not lift it: the Stop Notice was issued in support of the Prohibition Order, and the biodiversity issue (the gravamen of the Prohibition Order) had not been resolved.

3.23. Mrs. Servina also addressed the FIFA-related sand-extraction permit. She confirmed that the request was made not to her but to the Sand and Gravel Controller, who is an officer of the Planning Authority. The request had been made before her involvement. The Department of Environment was consulted

[54] Annexure 7b.
[55] Annexure 7a.

(she said she consulted with the PS of the time, presumably Mr. Matatiken) and had no objection. Nothing was said about the grasses on the dunes, the fauna or the butterflies. The dune was understood to replenish itself each season.

3.24. Importantly, Mrs. Servina confirmed that no conditions were imposed on the use of dune sand for construction itself (as distinct from the FIFA permit). The sand-extraction permit was specific to the FIFA requirement; she had no record of any permit issued for the use of sand from Assomption in construction on the island. The Commissioner pressed her on the impact of bulldozer clearance (in breach of the hand-clearance condition of the planning permission) and on the use of dune sand for filling cast holes and the making of bricks; Mrs. Servina conceded both, but pointed out that the clearance issue had been noticed only on the September 2025 visit, and that nothing had been agreed in terms of conditions on the use of dune sand for construction.

3.25. Mrs. Servina accepted that there had been initial apprehension at the Board about the magnitude of the development given the landmass of Assomption, but that, having visited and considered the proposal, the Board had been satisfied. As to the proximity to Aldabra (27 km away), she said this had not been a concern for the Planning Authority itself, provided the development was done correctly. She had worked sixteen years in the Planning Authority and IDC had, in her experience, always carried out sustainable development on the outer islands. She noted that if the project were now not to proceed, the unfinished concrete structures would themselves have to be removed, with environmental consequences.

3.26. Asked what proportion of the construction work had been completed by reference to the planning permissions, Mrs. Servina put it at approximately 50%.[56]

3.27. The Commissioner put it to her that, under the civil contract between IDC and OBIL, it was unclear which party was responsible for meeting the conditions of the EIA. Mrs. Servina was unequivocal: it is always the Developer who is responsible for compliance. If the Developer subcontracts, the subcontracted party is responsible — but as regulator the Planning Authority issues its correspondence to the Developer, who would normally write to identify any subcontractor taking up its compliance role. That is why the Stop Notice was issued to OBIL and not to IDC, even though IDC is the civil works contractor under the sublease arrangement.

3.28. Mrs. Servina confirmed that, although a fresh application for Gainful Occupation Permits(GOPs) had been made to the Ministry of Employment for additional workers on the basis of the workers' accommodation approval, the

[56] This estimate is consistent with that given by the Developer, and contrasts with the 20 to 30% given by IDC and Atom Engineering.)

Planning Authority had advised the Ministry not to grant the GOPs: with no work now permissible under the Stop Notice, there was no need to bring further workers in. The Developer had reached out to Environment but had been told that the Prohibition Order would remain. There had been no engagement to return the workers already in situ to Mahé.

(ii) Mr. Cyril Bonnelame, Chief Executive Officer, IDC (13 January 2026)

3.29. Mr. Bonnelame is a significant witness for this chapter, because he held two different positions of relevance at two different times. Before his appointment as CEO of IDC on 6 January 2025, he was Chairman of the Planning Board, in which capacity he was directly involved in the planning approval process for the OBIL project at Assomption. Asked whether, while Chairman of the Planning Board, he had been involved in the planning process for OBIL, he confirmed that he was part of the planning team looking after the approval process for a project of that size. He explained that normally a project of that magnitude would first go to the SIB, but in this case he was not aware whether it had gone to the SIB. Pressed directly whether there had been any executive pressure on the planning process at any stage, he answered: "No, not that I'm aware." He had never attended any meeting at State House on the project.

3.30. Mr. Bonnelame took up his post at IDC on 6 January 2025. On arrival, he reviewed the file: the lease agreement signed between Government and IDC and the sublease to the Developer, and the civil works contract between IDC as contractor and OBIL. Two matters about that contract immediately concerned him. First, the civil works contract was dated 29 October 2024 and signed on the basis of a 20-month construction period, with completion fixed at 30 June 2026, although the underlying discussions had always been for a 26-month project. Second, by reason of the period chosen and the scope of the works, the contractual completion date could not in his view be achieved even before any stop notice was served. IDC repeatedly advised the Developer that the contract was in error; Mr. Abid Butt, then Group CEO of OBIL, agreed by email that a corrected version would be sent for re-execution, and a Word version was indeed sent back, but no amendment was ever executed. Mr. Butt subsequently left OBIL and the matter was raised in IDC's weekly project meetings with Mr. Omar Al-Salihi of IDCC but never resolved.

3.31. On the planning history, Mr. Bonnelame accepted that the runway was extended before his arrival as CEO; it was already constructed when he took up his post and he was not involved in that process at IDC. He understood that the runway extension had been the subject of a Class 2 EIA, that environmental clearance had been given and that planning approval had followed. From the reports he had subsequently read, he was satisfied that the tortoise underpasses contemplated by some of the documentary record had not in fact been constructed.

3.32. As CEO of IDC, Mr. Bonnelame accepted that all civil works on outer islands fall to IDC as a matter of mandate: by IDC's policy, the construction of any development on the outer islands is performed by IDC, including ancillary utilities such as sewage, water and electricity. Asked whether normal procurement and tender procedures were followed, he said that since his arrival, materials were procured competitively, but he could not speak for what had been done before his time. He was not aware whether the Developer had been told by Mr. Glenny Savy to engage Westea and Pestea for waste and pest control, or to engage Atom Engineering for engineering works, or to engage ICS as environmental consultant.

3.33. On the first stop notice in May 2025, Mr. Bonnelame was present at the meeting called by the Department of Environment. He took the view that, as both lessor and contractor of Assomption, IDC was concerned to ensure that the environmental conditions of the NOA were complied with. The critical issue at that meeting was the absence of an environmental officer on the island. The matter was resolved within days; the stop notice was lifted some four days later.

3.34. Between the lifting of the first stop notice and the issue of the prohibition order in November 2025, the unresolved matters were biodiversity, biosecurity and several conditions of the NOA. Mr. Bonnelame described how the original arrangement was that ICS would do the ESIA and continue as biodiversity overseer, but that the President (then Mr. Ramkalawan) announced that the role would pass to SIF; IDC was not consulted on that change and the planned tripartite agreement between SIF, IDC and the Ministry of Environment had not been signed at the date of his testimony. Mr. Bonnelame accepted that the Developer had complaints of having been directed by IDC, under Mr. Glenny Savy, to specific consultants and contractors. He was not personally aware of those directions, though he confirmed that IDC's standing policy is that all outer-island construction is performed by IDC.

3.35. With regard to the jetty, Mr. Bonnelame confirmed that one of the conditions of planning was that a jetty be built but this had not materialised. The Developer had only recently submitted a planning application for the jetty. Until that was done, construction materials from Mahé were being unloaded directly from barges onto the beach, in the same area as the turtle nesting and hatching beach. Three to four barges per month arrived in the calm season, each weighing three to four hundred tonnes.

3.36. On the conditions of planning, he accepted that there was a condition that the land was to be cleared by hand and that, on the construction team's reports to him, machinery had in fact been used and could not have been avoided in the time available. He accepted that the condition that the sinkholes and other

holes should not be filled but the risks of them mitigated[57] and that this had not been complied with: some had been filled, by the construction method adopted. He confirmed that the workers' accommodation was the subject of a separate planning application by IDC and was approved in or around late June 2025; the Developer's representatives had asked IDC to apply for the additional accommodation in light of difficult working conditions on the island during the southeast monsoon.

3.37. In respect of sand, Mr. Bonnelame accepted that he had been on the Planning Authority at the time the FIFA sand-extraction application was made. He confirmed that permission was given for 1,400 tonnes (the formal permit was for 3,000 tonnes) of sand to be extracted from the eastern sand dunes for the FIFA Beach Soccer pitches and that sand was also being used for construction on the island itself. He accepted that no biodiversity assessment of the dune had been carried out before the extraction.

3.38. On the question of executive interference at the point at which the first stop notice was lifted, Mr. Bonnelame was asked about a presidential visit to Assomption with the IDC Board on the eve of the lifting of the first prohibition notice. He confirmed that there had been a visit with the IDC Board, that Mr. Bernard Georges had been present on the same visit (he could not recall whether Mr. Georges had attended in his capacity as leader of government business or as a member of SIF), and that the question of moving the Japanese restaurant from its original site (as the Developer had wanted) was resolved on that visit. He was not aware of any subsequent meeting at State House attended by the Planning Authority and the Minister of Environment to discuss the lifting of the stop notice.

(iii) Mr. Christian Lionnet, Deputy Chief Executive Officer, IDC (13 January 2026, afternoon)

3.39. Mr. Lionnet, in his experience as a civil engineer and Principal Secretary for Housing (2007), for Land and Housing (2009) and as Minister with that portfolio (2012–2016), and who had sat for a period on the Planning Boar was, accordingly, a witness with substantial professional familiarity with the planning system.

3.40. He explained that the only mandatory process was a planning application to the Planning Authority; an SIB consultation was a recommended but optional preliminary. He had been involved with the Assomption project from its earliest stage. Asmall ecotourism development on Assomption had been an item in IDC's five-year development plan in successive iterations, including the 2018–2023 plan and the 2023–2028 plan adopted by Cabinet in February or March 2024.

[57] ESIA, June 2024, 14.

3.41. On the EoI for the development of Assomption (and Coetivy), Mr. Lionnet was the officer mandated by the CEO to receive enquiries. The EOI was published in the Seychelles Nation in the first weekend of June). Three enquiries were received; but only one submission was tendered, from the Assets Group (OBIL). The IDC Project Committee considered the proposal on 9 August 2023; the IDC main Board considered it on 23 August 2023 and approved it; a letter of award was issued to Mr. Abid Butt of Asset Real Estate Development Limited on the same day.

3.42. With regard to the runway, Mr. Lionnet recalled that the Developer had requested the upgrading of the existing airstrip to take heavier aircraft. The application for the widening and lengthening was submitted by Atom Engineering acting for IDC. As an IDC project, it was signed off by IDC as owner; Atom Engineering and Mr. Michel Savy were engaged by IDC for the design work, and were paid by the Developers.

3.43. Mr. Lionnet confirmed that IDC had directed the Developers to ICS to undertake the environmental impact assessment for the hotel project, rather than to SIF, on the basis that ICS had longer working experience with the IDC outer islands and would, in IDC's view, do a better job. He accepted that the question of conflict of interest - because Mr. Glenny Savy was, and he believed still is, a trustee on the Board of ICS - was raised by the Department of Environment. However, ICS had appealed against that determination of conflict on the basis that all EIA consultants are necessarily engaged by the Developer.

3.44. Regarding the dispute over which entity was liable under the civil contract for implementing the environmental conditions, Mr. Lionnet referred to the responsibility matrix attached to the civil contract and to the environmental management plan from page 69 onwards of the ESIA. This identified the Developer as the party responsible for preserving the landscape and vegetation, preventing invasive alien species incursions, and other related items. He nonetheless acknowledged that, based on the responsibility matrix, certain environmental tasks were assigned to IDC, a designation he could not clarify, as he had not participated in negotiating that schedule. He agreed that, regardless of the contractual allocations, the NOA was issued to the Developer and not to IDC, and that under the regulations, the Developer remained the responsible party.

3.45. On the appointment of an environmental officer, Mr. Lionnet recalled that ICS's quotation for an environmental officer on the ground (a Senior Conservation Officer, an Assistant Conservation Officer and a ranger) was provided to the Developer's general manager, Mr. Omar Al-Salihi, on 7 or 9 December 2024. He had also followed up by email on 27 January 2025. The first construction barge had landed on Assomption on 5 December 2024. ICS had not at that date been formally contracted. The Developer did not act on

the quotation, and an environmental officer was only appointed after the first stop notice was issued in May 2025. IDC nonetheless put in place from day one a biosecurity officer under the recommendation of the consultants' Biosecurity Management Plan, and engaged Pestea to fumigate and certify every barge sailing for Assomption. Pestea later withdrew its staff from the island in early 2026 for non-payment.

3.46. On the visits of President Ramkalawan to Assomption, Mr. Lionnet identified three: 25 August 2024, 1 June 2025 and 15 June 2025. He had accompanied the President on 25 August 2024 and 15 June 2025. On the manifest of 25 August 2024 he listed: the President, Mr. Joubert, Mr. Monthy, Mr. Adelaide, Ms. Bistoquet, Mr. Jonathan Berlouis, Mr. Norman Weber, Mr. Glenny Savy, Mr. Roger Isaac, Mr. Kamal Mancienne, Mr. Bhuvan Jules and himself, He could not confirm Mr. Bernard Georges as present on the visit of 1 June 2025 (he had originally so stated but corrected himself on the basis of the manifest, which did not record Mr. Georges' presence), although Mr. Georges was on the 15 June 2025 manifest. He was asked directly whether the NOA was issued as a result of executive interference following the meeting at State House after the 25 August 2024 visit; he could not comment, save to confirm that the President had visited the island and that subsequent to that visit the NOA had been issued .

3.47. In respect of the jetty, Mr. Lionnet confirmed that NOA condition 8 required a detailed planning application for the proposed reconstruction and rebuilding of the existing jetty, to be submitted to the Planning Authority for planning approval and to Environment for environmental authorisation. That application had only recently been made, and according to the Environment Department was deficient because the Developer had now changed the plan to include an extended floating pontoon, which Environment felt required a marine spatial plan before it could be approved. The plant nursery condition had also recently been complied with by submission of a plan, on 27 November 2025.

3.48. Asked whether he had ever been contacted by anyone exerting pressure to expedite the works, to vary planning conditions, or to do anything outside the planning or environmental regulations, Mr. Lionnet answered "personally, no." He had received no monies in respect of the development other than his IDC salary.

3.49. Finally, on the allegation that all the consultants connected with the project had a link to Mr. Glenny Savy (the firm of Atom Engineering, Bronson Williams, Pestea and others), Mr. Lionnet observed that IDC had a long working relationship with these firms but could not comment on whether there had been any direction by the CEO; the question, he said, was best put to Mr. Glenny Savy himself.

(iv) Mrs. Anne Rosette, Chief Executive Officer, Seychelles Investment Board (4 March 2026)

3.50. Mrs. Rosette's testimony bore upon planning only through the position of SIB as the Government body which facilitates and promotes investment in Seychelles. She explained that SIB has no approval or regulatory powers; it acts as a facilitator and liaison between investors and the various public bodies. She said that referrals to SIB come most often from the Registrar and SME, but not so much from the Planning Department; parastatals such as SMSA and the Department of Tourism do refer. For a foreign-investor tourism development of forty-bed scale or above, she would expect SIB to be consulted, though it was not mandatory.

3.51. SIB was contacted in connection with the OBIL project directly by the Developer's Seychellois lawyer, Mr. Jean-Marc Lablache, in 2024. Mr. Lablache enquired whether the Developer could deal directly with IDC; Mrs. Rosette ascertained that the project had already passed through the ESIA scoping phase and was receiving IDC's support, and SIB agreed. SIB itself learned of the Assomption project when, like the rest of the public, it saw the tender advertised on 5 June 2024 (she dated it 2024, although on the Commission's established chronology the date was 2023; the witness may have been confused).

3.52. SIB's formal role in planning was limited to participating in the ESIA scoping process. Mrs. Rosette's team attended a meeting in February 2024, and SIB submitted a scoping form recommending that the development be allowed to proceed, subject to compliance with Seychellois law and the permits issued by regulatory authorities. By letter dated 11 July 2024, SIB stated that it did not oppose the revised project documents. Mrs. Rosette confirmed that this was her first letter regarding the revised plan and that SIB had previously provided an initial scoping response. SIB had no further direct interaction with the Developer, apart from one additional enquiry from Mr. Jean-Marc Lablache concerning the registration of a new construction company for the works, a registration that could not proceed at that time because the required IDC documents had not been supplied.

3.53. She rejected, for the record, the suggestion that Friends of Aldabra had been refused information when they came to SIB's office: she said that the team had asked them to put their request in writing, and that no such written request had ever been received.

(v) Mr. Sayeed Abdelhaq Salih, Principal Development Control Officer and Sand and Gravel Controller (12 March 2026, 9.00 am in camera but without anonymity requested)

3.54. Mr. Salih is the Principal Development Control Officer at the Planning Authority and also, since May 2024, the Sand and Gravel Controller for

Seychelles. He was the officer responsible for the only formal sand-extraction permit issued for Assomption Island.

3.55. Mr. Salih stated that he was guided by the Sand and Gravel Act. The ordinary process is that an application for sand or gravel extraction is made to the Sand and Gravel Controller; the application is passed to the Department of Environment for technical assessment; that Department issues conditions; and the Controller communicates the final decision to the requester. On Mr. Salih's estimate, the Authority receives some twenty to thirty applications a year, mostly small-scale and for schools, with occasional private construction requests, principally from Mahé, Praslin and La Digue.

3.56. The Assomption sand request began with an email of 7 October 2024 from Mr. Ralph Jean-Louis, Principal Secretary for Youth and Sports, addressed to the then Minister Mr. Billy Rangasamy and to the Minister of Environment, Mr. Flavien Joubert. It noted that the PS had just had a meeting with the CEO of IDC, Mr. Glenny Savy, regarding sand extraction needed for the FIFA Beach Soccer World Cup, and sought "formal approval for extraction of 3000 tons of sand on Assomption Island and to be shipped in to Mahé." Mr. Joubert replied (by email) that he understood the merit of the request and had asked the PS for Environment to attend to it. Minister Rangasamy on 16 October 2024 wrote to Minister Joubert stressing the urgency: "As discussed before, we must take a decision asap, this means due to the logistics of transportation of the sand over some 12 plus sea freight trips within the next four, but maximum, five months. It is a challenge." It was on receipt of Minister Rangasamy's further email that Mr. Salih was first copied in. The Principal Secretary for the Environment, Mr. Denis Matatiken, replied on 23 October 2024 confirming in principle the Ministry's approval of the extraction of 3,000 tonnes from Assomption to be shipped to Mahé.

3.57. On 24 October 2024 Mr. Salih circulated a draft letter of approval for vetting by Minister Rangasamy and the PS for Environment. The draft was returned with the Department of Environment's additions, and Mr. Salih issued the formal permit on 31 October 2024. It was addressed to IDC as the extractor and granted permission to extract and transport 3,000 metric tonnes of sand from Assomption to Mahé for the FIFA Beach Soccer World Cup, subject to five express conditions:

i. notification and approval (IDC to notify the Ministry at least two weeks before commencement, with extraction plan, methods and transportation logistics);

ii. biosecurity measures (IDC to adopt the measures in the approved Biosecurity Management Plan of July 2024, with certification of biosecurity officers on both Mahé and Assomption);

iii. impact monitoring (IDC to monitor and report on adverse environmental impacts);

iv. extraction only occurring from a designated extraction zone; and

v. detailed reporting requirements (Reports to the Ministry detailing biosecurity measures undertaken, GPS location of sand extracted, volume extracted, observations and mitigation, with notification to the Ministry for inspection on site).

3.58. On 12 December 2024 Mr. Salih issued a varied letter to IDC. The five express conditions of the original permit were compressed into three, and, critically, the requirement of a designated extraction area was removed, but the language was changed to specify that the extraction was to be from the sand dunes of Assomption. Mr. Salih confirmed under questioning that he had not initiated the variation: it came from the Department of Environment. He had never communicated directly with IDC about it. He did not know why Environment had asked for the variation.

3.59. Mr. Salih received no photographic record, no GPS data, no biosecurity report and no report of any kind from IDC under the conditions of the permit. He never wrote to IDC to ask for follow-up. He had visited Assomption thereafter, in his capacity as Principal Development Control Officer, and was aware that sand had been extracted from the sand dunes. He had raised that concern with the Department of Environment on the most recent visit, in October 2025, but the matter was still under discussion when the stop notice was issued. He confirmed that, in accordance with the Sand and Gravel Act, any use of sand for construction, including filling cast holes or making bricks, required prior permission, and that no permission had ever been given. He had not, however, seen bricks being made; he believed the Developer was importing crusher dust.

3.60. When asked about the source of the pressure to speed up the FIFA application, Mr. Salih declined to say it was purely political pressure but noted that the matter was being pushed at ministerial levels between Minister Rangasamy and Minister Joubert, and that the FIFA event itself was creating a sense of urgency. He felt the pressure himself, as a public officer eager to help organise the event successfully. He confirmed that 3,000 tonnes of fine sand of the necessary quality could not have been sourced from anywhere on Mahé, Praslin, or La Digue- “nowhere possible” on the inner islands - because these islands lack sand dunes, and the only available sand was the beach sand itself.

(vi) Ms. Sharon Gerry, Director-General, Waste, Enforcement and Permits Division, Ministry of Environment (12 March 2026, 10.45 am)

3.61. Ms. Gerry had been Director-General for Waste, Enforcement and Permits in the Ministry of Environment for only one month at the date of her testimony,

having taken up the post in February 2026. She nevertheless gave evidence in respect of the file as held by her Department. She produced and was examined upon the runway-extension environmental authorisation file.

3.62. The application submitted by Atom Engineering for environmental authorisation was received by the Planning Authority on 20 October 2023. It was for the widening and lengthening of the existing airstrip on Assomption. Although Ms. Gerry could not identify the officer who took the classification decision, the file recorded that the application had been treated as a Class 2 (in-house) assessment, on the basis that it was the extension of an existing facility rather than a new airfield. She observed that under the prescribed list in the Environment Protection Impact Assessment Regulations 1996, the construction of an airfield is automatically subject to a Class 1 ESIA. However, Environment had nonetheless treated this as a Class 2, because the airstrip was already there and only being extended.

3.63. On receipt, the application was circulated within the Ministry. Comments were received from the Biodiversity Conservation Management section. The section spoke of the island's sensitive nature and the species concerned, and gave conditions which were then inserted into the environmental authorisation itself. Those conditions, as Ms. Gerry read them into the record, included:

i. condition 1, a biodiversity assessment to be undertaken and submitted to Environment prior to commencement of any construction;

ii. a list of vegetation to be removed;

iii. translocation of native plants prior to construction; and (condition 7)

iv. a map of sensitive areas such as nesting sites for sea birds.

3.64. No condition was imposed for land-tortoise underpasses on the runway, nor did the file include a record that the dimensions stated on the plans (length and width of the airstrip) had been physically checked on site. Although the issue of conditions implied a thorough assessment, Ms. Gerry could not produce, and her file did not record, the biodiversity assessment that the conditions themselves required. There was no record that a biodiversity report had ever been submitted to the Department by the Developer or IDC. She accepted that the environmental authorisation was signed by Mr. Denis Matatiken, who was then Principal Secretary.

3.65. Looking at photographs of the constructed runway, Ms. Gerry acknowledged that the airstrip now bisects the island and that the absence of any provision for underground tortoise crossings was a matter of concern; she undertook that, on her own appointment, lessons had been learned and similar applications would not in future proceed in that way. As to mitigation, she said

the position would have to be assessed on the ground, and recommendations would follow.

(vii) Mr. Denis Matatiken, former Principal Secretary for the Environment, Special Advisor to the Minister (13 March 2026)

3.66. Mr. Matatiken held the position of Principal Secretary for the Environment Department during the material period (2023–2025). He is now Special Advisor to the Minister for Environment, Climate, Energy and Natural Resources. As an environmentalist by training (his first degree from Sheffield in Environmental Science, his master's in Botanical Conservation), he had also sat as the Environment Representative on the Board of IDC at the relevant time.

3.67. On the airstrip, Mr. Matatiken accepted that he had signed the environmental authorisation, on behalf of the Director General, Mrs. Nanette Laure, who was unavailable on the day of signature. He confirmed that the application had been received from the Planning Authority and circulated within the Ministry; the conditions had been drafted based on comments from the Biodiversity Conservation Management Division. He accepted his Department's assessment of the airstrip extension as a Class 2 EIA, on the basis that the airstrip was already there and was simply being lengthened and widened. He confirmed that he himself had no recollection of follow-up enforcement of the conditions; the Department had no Compliance Officer at the time, and the logistical challenges of outer-island monitoring made it impractical. He accepted that, with hindsight, the position would have been better had everything, the hotel and airstrip, been submitted to the Ministry as a single package; the piecemeal approach was a shortcoming.

3.68. With regard to the consequences of the runway extension Mr. Matatiken accepted that bisection of the island by the runway would prevent tortoises from crossing safely; the standard conservation principle is to maintain a biodiversity corridor for terrestrial species. That had not happened in this case. He accepted that, where the runway is fenced off (as appeared to be the plan), the tortoises would be unable to cross at all. He confirmed that the Ministry had the power to add to the conditions, in light of non-compliance, and that a Class 2 EIA had the same legal implications as a Class 1.

3.69. With respect to the sand extraction, Mr. Matatiken confirmed that the Ministry received the application from P.S. Jean-Louis, on behalf of the FIFA Local Organising Committee. He asked the P.S. what 3,000 tonnes of sand were for, and was told it would be for the stadium and for practice pitches at three or four further locations (Beau Vallon, Perseverance, and elsewhere). The dredged offshore sand was unsuitable because of its particulate content; a laboratory sample of Assomption sand had been analysed and found to meet the FIFA specifications.

3.70. Mr. Matatiken confirmed that the conditions in the original permit of 31 October 2024 had been added by his Ministry and circulated through the Sand and Gravel Controller. Regarding the variation of 12 December 2024, he confirmed that he understood the changes were made in response to concerns raised by IDC, and at the request of IDC and the Developer, but he could not recall the specific concerns: he believed it was related to accommodating the tides and the landing-craft logistics. He accepted that the variation removing the requirement for a designated extraction site troubled him in retrospect, because the rationale for designation had been precisely to limit the environmental impact, and the variation explicitly stated that extraction would be from the sand dunes. When asked where the pressure to vary the conditions originated, he replied: "There was a lot of pressure, and what I can say, that other Ministers, because, this was something to do with the events, so they have to organise." The pressure came from FIFA and the urgency of the event; there was also pressure on IDC because of the tides.

3.71. Mr. Matatiken accepted the Commission's submission that the larger of the two Assomption sand dunes had been substantially depleted by the time of his testimony, and that there had been no biodiversity assessment of the sand dune either as part of the runway approval or as a precondition of the sand-extraction permit. He accepted that any use of sand for construction, including filling cast holes or making bricks, would have required a fresh application to the Sand and Gravel Controller, which had never been made. He had not himself visited Assomption, although he was scheduled to do so in the week following his testimony.

3.72. On the question of his dual role as P.S. for Environment and IDC Board member, Mr. Matatiken said that he was appointed to the IDC Board specifically so that Environment could know what was happening across IDC's operations; he had not allowed that role to compromise his function as PS. He recalled having had disagreements with the IDC Board over matters where Environment's position differed; the appointment of cross-ministry board members was, he said, a deliberate accountability mechanism. He was, however, not aware whether IDC had applied for any further sand-extraction permission for construction use.

(viii) Mr. Michel Savy, Director, Atom Engineering (16 March 2026)

3.73. Mr. Michel Savy is the founder and majority shareholder of Atom Engineering (Proprietary) Limited, incorporated in 2011 and the consulting engineering firm responsible both for the runway extension at Assomption and for the structural design of the hotel project. He is the son of Mr. Glenny Savy, the former CEO of IDC. He addressed the suggestion of nepotism head-on, observing that Atom Engineering had never worked for IDC in any capacity at any time while his father was CEO before this project. He named the IDC projects that Atom had not received in that period (the Independence House

Annex, the Platte Island project, the condominium project, the SRC project) and rejected the suggestion that the firm's appointment for the runway and the hotel works was the product of family influence.

3.74. Atom's involvement began with the geotechnical assignment for the western coast of Assomption. The firm was engaged to assess the ground both for the runway extension and for the prospective hotel; the assignment preceded both the lease and the planning approvals. On the runway, Atom submitted the planning application on behalf of IDC, because the runway belonged to IDC, with him signing as the engineer and IDC signing as the owner. Atom's contract for the runway design was done through IDC, although Atom's payment for the work came from IDC through the Qatari organisation.

3.75. Mr. Savy walked the Commission through the documentary trail of the runway permission. The application was lodged in October 2023; the Notification of Receipt was issued by the Planning Authority on 19 October 2023; the fees invoice of 5,000 rupees was paid; and the supporting documents (four drawings, the cadastral plan, the IDC declaration forms, Mr. Savy's Engineering Certificate, layout plans, the head lease between IDC and Government, the site plan and site photographs) were uploaded. Planning approval was granted, he said, on 15 November 2023; it was constituted by four stamped-approved drawings, comments from the Seychelles Civil Aviation Authority, comments from PUC (on electricity, although the runway was not to be PUC-supplied), and importantly, no comments from the Department of Environment. He stated emphatically that the planning approval which he received did not contain or attach any environmental conditions whatsoever, and that the Class 2 EIA document of 15 November 2023 (which Ms. Gerry, Mr. Matatiken and the Department's file showed had been signed on the same day as the planning approval) was a document which he had never seen until the Commission produced it to him. Construction began in earnest in December 2023; the runway was practically complete by the end of February 2024, save for landing lights, which came later. The works were performed by IDC as contractor; Atom's role was that of designer.

3.76. A public scoping meeting was held on 9 March 2024 at the Roche Caiman Community Centre as part of the ESIA process for the hotel. A member of the public asked why there had been no EIA for the runway. The panellist replied that no EIA had been asked for. A representative of the Department of Environment then stood up and said that an internal Class 2 EIA had been conducted internally and approved. The audience was incredulous; no copy had been seen. On 14 March 2024, the Science Officer of ICS wrote to the ICS Management requesting access to that Class 2 document. ICS then wrote to Environment. The Department of Environment's response (signed by Mrs. Laure) was that the Class 2 EIA had been conducted and that the environmental authorisation with conditions had been submitted to the Planning Authority, but that Environment could not provide a copy to ICS as

a third party; ICS should liaise with IDC and the Planning Authority. The Class 2 document, once eventually obtained, was a page-and-a-half document dated 15 November 2023, the same day as the runway planning approval, setting out recommendations rather than a conditions list. Mr. Savy was perplexed by this synchronicity.

3.77. On the hotel works, he explained that, after the geotechnical assignment was complete, the principal of the Developers (Mr. Ramez Al-Khayyat) flew to Assomption with a team. After a discussion on the foundations and ground conditions Mr. Al-Khayyat directed his 'lieutenant', Basul, to ask Atom to propose for the structural design of the hotel. Mr. Savy was initially reluctant because the Developer's manner of operation was demanding, but agreed. The hotel structural design contract was preceded by a costing exercise involving a comparative quotation from a Qatari firm called GIB, which was significantly higher than Atom's; that detail he gave to dispel any suggestion of preferential treatment. He confirmed that he had not been contacted by his father for the hotel works. He had not, however, made any written disclosure to OBIL that he was Mr. Glenny Savy's son; he believed they knew it as a matter of public knowledge.

3.78. On the hotel, Mr. Savy noted that the Developer had on occasion requested changes to drawings (widening windows, moving a column, adding an aquasana) which Atom had refused or modified where they had structural implications. None of those changes substantially altered the buildings' surface area or character.

3.79. On payments, Mr. Savy stated that the Developer was very slow to pay. Atom was paid for the runway only a year after its completion. For the structural supervision of the hotel, payments fell three months in arrears at one point, after which Mr. Savy directed his staff to stop signing off, and payments arrived within weeks. Atom had been fully paid for supervision at the date of his testimony.

3.80. Mr. Savy emphasised that he had no prior knowledge of any restriction on the use of dune sand for the airstrip. He explained the engineering process for the runway: an airstrip can only have certain gradients, and the Atom-designed foundation was calibrated to the bearing pressure of the limestone, not to require dune sand. He confirmed that the restriction on use of dune sand was a condition he had been made aware of only in the context of the hotel project.

(ix) Mr. Glenny Savy, former Chief Executive Officer, IDC (17 March 2026) (in camera without seeking anonymity)

3.81. With regard to the planning sequence Mr. Savy was emphatic that the project had been processed correctly. The development had been on IDC's five-year development plans successively since the 2018–2023 plan (which had earmarked Assomption for a small ecotourism) business and was carried into

the 2023–2028 plan adopted by Cabinet in early 2024. From day one, Mr. Savy said, "proper applications were made all along the way, proper approvals were made all along the way, authorisations were sought all along the way, OK, it was a normal project coming forward."

3.82. He confirmed that the runway-extension planning application was made by Atom Engineering on IDC's behalf, that planning approval was issued to Mr. Michel Savy (as the engineer signatory) on 15 November 2023 and that the planning approval contained no environmental conditions. He maintained that this was unsurprising, because the airstrip pre-existed: the original 1,250-metre concrete strip with 100-metre overruns on either end had been built by the military in the days of President Albert René (i.e. in the 1980s) using sand from the existing dunes. Sand-dune extraction for the construction of outer-island airfields, he said, had been the standard practice for decades: the airfields on Astove, Farquhar, Marie-Louise, and Coetivy had all been built using sand-dune sand. The only restriction historically applied to dune sand was its export to Mahé, which required ministerial authorisation. He noted that for the FIFA sand application, Atom's analysis showed Assomption sand was of an extremely high quality (although, he added, the finest sand in Seychelles, in his view, was that of Coetivy).

3.83. On the criticism that no biodiversity assessment of the dunes had been carried out, Mr. Savy answered that dune sand on the outer islands is a renewable resource: it is created on the reef, blown ashore and accumulates over time. He explained that IDC had agreed with Environment that it would not cut the dune back to the beach; only the inland 30-40 metres of the dune would be cut, leaving the seaward portion intact. Mr. Savy maintained that in many of these cases the dunes were 100–300 metres wide, and that the southeast monsoon would build the dune back up.

3.84. With regard to the question of why the planning permission for the airstrip carried no environmental conditions, whereas the Class 2 EIA was dated the same day, Mr Savy said: "I have to tell you, Commissioner, that EIA was done after." He could not believe that he, as CEO, would not have been told if conditions existed. The P.S. for Environment (Mr. Matatiken) was at that time also a member of the IDC Board, and "IDC, right hand knows what left hand is doing and vice versa." He produced this not as a defence of any wrongdoing, but as part of his broader point: the project had been transparent at every stage to the Environment representative on his Board, and to suggest that anyone in Government had been kept in ignorance was, in his words, an insult he was not prepared to accept.

3.85. On the hotel planning applications, Mr. Savy confirmed that IDC and the Developer worked with Atom Engineering on structural design and that all submissions went through the normal Planning Authority process. He addressed the suggestion that contracts had been steered to firms with links

to him personally. He explained the longstanding relationships with Pestea, Atom and other suppliers as a matter of competence rather than nepotism and observed that he himself was the largest individual shareholder of IDC's sister structure with various working partners over decades. He emphatically denied that any contract had been steered to enrich any family member; he gave the example of his cousin Guy Adam at H Savy / Mahé Shipping as a person to whom he would never have offered such favouritism without grave personal consequence.

3.86. On the runway specification, Mr. Savy gave the operational rationale for the extension: in his negotiation with the Developer, the Developers had asked for a runway that could accommodate a Gulfstream G-700. IDC's strategy, in his account, was to use the Developer's investment to leverage an upgrade that would be of permanent value to IDC and to Seychelles as a whole, that is, a runway capable of taking international flights, including in due course an Airbus 320 or close to a Boeing 777. He had negotiated the Developer's contribution to the runway upgrade at US$10 million, which he said somewhat overstated the actual cost - "we made a profit on that" - with the surplus to be used by IDC for its broader infrastructure. He confirmed that he had discussed this strategy with Minister Derjacques.

3.87. On the alleged executive interference at the time the NOA was issued, Mr. Savy said that, on his account, the period during which he was CEO ended before construction began in earnest, and that the most contentious elements of the planning history (the second stop notice, the failures of biodiversity compliance) post-dated his departure. He maintained that, during his time, the project had been within the rules.

(x) Mr. Wavel Ramkalawan, former President of the Republic (18 March 2026)

3.88. Mr. Ramkalawan gave evidence on his interaction with the planning and environmental authorisation process. He confirmed that as President, the Minister of Planning had ministerial responsibility for the Department which grants planning permission for real estate developments, and that the Minister of Environment had responsibility for environmental approvals.

3.89. On the planning history of the development, Mr. Ramkalawan recited the chronology: the Assets Group had submitted multiple planning applications for the hotel, beginning on 23 September 2024; the first was approved on 25 October 2024, the second on 7 November 2024, the third on 24 January 2025, the next on 6 February 2025, and one (BC 138324) which was submitted on 23 September 2024 but not approved until 30 May 2025, a delay he cited as evidence that the project was not in fact fast-tracked.

3.90. On the visit of 25 August 2024, Mr. Ramkalawan accepted that he had travelled to Assomption that day with Mr. Joubert (Minister for Environment), Mr. Rangasamy (Minister for Lands), three MNAs (Mr.

Monthy, Mr. Adelaide, Ms. Bistoquet), Mr. Glenny Savy, Mr. Norman Weber, Mr. Christian Lionnet, Mr. Roger Isaac, Mr. Kamal Mancienne and Mr. Bhuvan Jules. He denied that the purpose of the visit was to understand the environmental concerns then withholding the NOA. He said his purpose was to inform himself, in light of questions being asked in the National Assembly and a Motion before the Assembly He said he had not been told that the NOA was being withheld. He confirmed that the construction on the main beach side (to the right of the jetty, towards the bunker of the late President René) was something he had himself refused to permit the Indian armed forces to build upon, and that he was concerned about what would be allowed there now.

3.91. On the State House meeting of 27 August 2024, Mr. Ramkalawan accepted that he had called a meeting at State House. He named those present: himself; Minister Joubert; Minister Rangasamy; the three MNAs from the Assomption trip; Mr. Glenny Savy; Mr. Norman Weber; Mr. Cyril Bonnelame (then CEO of the Planning Authority); Mr. Jitesh Shah of SIA; Mrs. Angela Servina of Planning; Mr. Patrick Lablache (member of the IDC Board and of the Planning Authority); Mrs. Nanette Laure; and Mrs. Marie Alise Rosette. No minute was taken.

3.92. The Commissioner put it directly to Mr. Ramkalawan that the purpose of the State House meeting was to pressurise the Ministry of Environment to issue the NOA, and that he had berated Mrs. Laure for the conditions she sought to impose. Mr. Ramkalawan denied that the meeting had any such purpose, denied that he had shouted at Mrs. Laure, and denied that he had told her to hurry the matter up. He pointed out that the NOA itself, once issued on 3 September 2024, contained 27 conditions, including (condition 1) the immediate implementation of the new Biosecurity Management Plan with all 384 actions, a condition which, he submitted, would not have been imposed had the meeting been one of executive pressure. The Commissioner observed that the planning permission was contingent on the NOA, and that the question was only about whether the NOA had been expedited; Mr. Ramkalawan denied any such expedition. The Commissioner read into the record an email of 28 August 2024 from Mr. Norman Weber to Mrs. Laure of Environment, copied to Minister Joubert, PS Matatiken and others, referring to "the following agreement at our meeting at State House yesterday" and asking when the NOA would issue. Mr. Ramkalawan accepted that Mr. Weber's email referred to an agreement reached at the meeting, but maintained that no pressure had been put.

3.93. Mr. Ramkalawan accepted that he had visited Assomption on three occasions: 25 August 2024 (the visit immediately preceding the State House meeting), 1 June 2025, and 15 June 2025. He confirmed that the visit of 1 June 2025 fell shortly before the lifting of the first stop notice and that he had attended together with Mr. Bernard Georges. He confirmed that there had been a

debriefing meeting at State House after each of his visits. On 15 June 2025, he was accompanied by the First Lady, Mrs. Vidot, the Minister, Mr. Lionnet (Deputy CEO of IDC at the time), Mr. Bonnelame, Mr. Teshra, Jonathan Bell, Ms. Nadine Jacques and Mr. Bernard Georges.

3.94. On the question of executive pressure on the Planning Authority itself, Mr. Ramkalawan denied any such pressure. He pointed out that the second stop notice (issued in November 2025) followed his departure from office, and that the period when the project was most strained came after, not during, his presidency. He addressed the criticism by Mr. Lionnet that he, Mr. Ramkalawan, had put pressure on the Planning Authority in respect of the number of workers permitted on Assomption, observing that Mrs. Laure had been on the Planning Authority at the time the worker numbers were increased, and that any concerns about the increased numbers had been raised through Mrs. Laure in her capacity on the Planning Authority. He denied that he had been involved in the application for Gainful Occupation Permits for those workers.

3.95. With regard to the sand-extraction permit, Mr Ramkalawan confirmed that the FIFA Beach Soccer World Cup had been hosted in Seychelles in May 2025 and that the Local Organising Committee had required substantial quantities of sand. He accepted that he had asked IDC to assist with the barging of 3,000 metric tonnes of sand from Assomption to Mahé for the FIFA pitch; he said IDC had the appropriate barges and the request was made in that operational context.

3.96. On the question of the EIA classification for the runway, Mr. Ramkalawan explained the broad distinction between a Class 1 ESIA (which requires public meetings and more onerous criteria) and a Class 2 EIA (which is conducted in-house by Environment, less strict, and does not require public meetings); the latter, he said, sufficed for the runway because of the existing facility.

(xi) Documentary Evidence of Mrs. Angela Servina, CEO Planning

3.97. Subsequent to the evidence of both Mr. Michel Savy and Mr. Glenny Savy regarding the fact that no conditions for the extension of the runway had been communicated to them, Mrs. Angela Servina produced the following documents, which she stated had been sent by email to both Mr. Michel Savy and IDC. She stated that the documents refuted their allegations.

3.98. With reference to the application and the approved scope of works for the runway the reference is DC/1500/2023, and is described as an “Application for Widening and Lengthening of Existing Airstrip” at Other Islands, Parcel(s) Unmarked (Assomption Island), made for and on behalf of the IDC.

3.99. The approved engineering drawings produced by Atom Engineering (Pty) Limited under Project No. 114001, in Revisions B and C is dated 27 to 29

September 2023, and confirm the scope of the works as comprising an existing 1,206 m runway to be overlaid in new concrete, together with airstrip extensions, a turning apron, new embankment filling, and widening of the runway to 30 m. The revision history endorsed on the drawings expressly records the entries "AIRSTRIP WIDENED UP TO 30M WIDTH" and "MODIFY PER OPERATOR".

3.100. By letter dated 15 November 2023 issued from the Office of the Chief Executive Officer of the Seychelles Planning Authority, the application was formally approved. The letter, however, did not convey an unconditional approval. On the contrary, it placed the Developer expressly on notice of conditions, stating in bold and underlined text:

"It is imperative that you both read and understand all the conditions of approval for this development."

3.101. The letter is copied to IDC at New Port and to the Principal Secretary, Ministry of Community Development, Sports & Culture, Oceangate House, Victoria. IDC was therefore directly and contemporaneously notified that conditions attached to the approval and that it was required to read and understand them.

3.102. On the same date, the Planning Authority issued the statutory Notice of Conditional Permission for Development (Form P.F.4), made under the Physical Planning Act 2021 and the Physical Planning (Control of Development of Land) Regulations. The Notice grants permission expressly "SUBJECT to the following condition(s)", and is addressed to "IDC c/o Atom Engineering (Pty) Limited, Union Vale".

3.103. The conditions enumerated on the face of the PF4 are:

i. "the development must begin not later than the expiration of three years from the date of the Notice;

ii. the development must be carried out and completed in every respect in accordance with the detailed plans and particulars;

iii. Environmental Authorisation with conditions (to follow);

iv. PUC (Electricity) comments (attached); and

v. SCAA comments (attached)."

3.104. The PF4 further imposes procedural conditions, requiring that a Commencement Notice, Declaration Form and a copy of the PF4 certificate be hand-delivered to the Planning Counter 48 hours in advance of any required inspection, and that the Commencement Notice be endorsed by the Project Engineer.

3.105. A separate letter of the same date was directed by the Planning Authority to Atom Engineering (Pty) Limited, also under Ref: DC/1500/2023, and was copied to IDC at New Port. The letter records that, in reliance on the Engineer's Certificate submitted on 9 October 2023, the following three further conditions were imposed:

i. "endorsement of the Commencement Notice as proof of the Engineer's involvement and professional commitment to adequately supervise the structural aspects of the construction, and availability for the inspection of the structural works when requested by the Development Control Engineers;

ii. responsibility for ensuring that all design requirements are implemented during construction; and

iii. upon completion of the structural works, the transmission to the Authority of a signed certificate to that effect, together with any available quality control test certificate."

3.106. The letter states in bold that "the above conditions must be fully respected", and warns that failure to advise the Developer accordingly will constitute a breach of the planning conditions, with possible repercussions under the Town and Country Planning Act. The letter requires the Engineer to "advise the Developer accordingly prior to commencement of work".

3.107. On 17 November 2023, MACCE issued Environmental Authorisation EA/1952/23, linked to DC/1500/23, under the Environment Protection Act 2016 (Act 44 of 2016) and the Environment Protection (Impacts Assessment) Regulations 1996. The Authorisation is addressed directly to IDC, Latanier Road, New Port, Victoria, and is granted subject to twelve specific conditions, namely:

i. a biodiversity assessment to be undertaken and submitted to the Environment Department prior to the commencement of any construction on the island;

ii. a list of vegetation to be removed to be provided;

iii. any native plants affected by the development to be translocated prior to any construction activities;

iv. further information on the construction stage (including construction workers' accommodation and the transport of materials to the island) to be provided;

v. a designated area to be demarcated for the storage and stockpiling of construction materials, to be included on the updated site plan;

vi. details of the methodology, scope and proposed timeline of the project to be provided;

vii. a map showing sensitive areas, including nesting sites for seabirds, to be provided;

viii. details on the management of domestic and construction waste to be provided;

ix. appropriate measures to be taken to minimise the risk of erosion from earthworks;

x. all earthworks to be carried out during the dry spell;

xi. no open fire to be lit on site without a valid burning permit; and

xii. the Ministry reserves the right to impose further conditions if, during the construction or operational phase, it concludes that the proposal is generating adverse environmental impacts not foreseen by the appraisal.

3.108. The Environmental Authorisation bears the official stamp of the Environment Department EAP Section, dated 17 November 2023, and is signed by the Director General. The Notes overleaf record that "the development hereby authorised shall be carried out and completed in every respect in accordance with the detailed plans and particulars".

3.109. The Seychelles Civil Aviation Authority ("SCAA"), through its appraisal response under DC/1500/2023 signed by Officer Chantal Patricia Sandra Havelock, returned the following recommendations, which were expressly incorporated into the PF4 as a condition of approval:

i. the proposed extension must align with all relevant safety standards and regulations, both at international level (ICAO) and at national level (STS-ADR);

ii. a comprehensive evaluation of the environmental impact must be conducted, including measures to mitigate adverse effects such as noise pollution and emissions;

iii. an assessment must be conducted of how daily operations at Alphonse aerodrome may be impacted by the proposed extension;

iv. no structures or obstacles must encroach upon the obstacle limitation surfaces, in order to maintain safety for aviation; and

v. strict safety protocols must be followed during construction to ensure the safety of both workers and airfield operations.

3.110. The Public Utilities Corporation ("PUC"), through its appraisal response under DC/1500/2023 signed by Officer Herbert Erwin Orphée, returned the following comments, also expressly incorporated into the PF4 as a condition of approval:

i. as the development will not connect to the PUC grid, the Developer is required to register all electrical aspects of the project with the Seychelles Energy Commission (SEC), as required under the Energy Act 2012;

ii. the electrical installation must comply with BS 7671; and

iii. the applicant is to be supplied with a copy of these comments, with the contact details of Mrs. Olivia Nourrice provided for clarification.

(xii) Documentary Evidence of Mrs. Nanette Laure, Director General, Ministry for the Environment

3.111. Mrs. Nanette Laure, Director General of the Department of Environment within MACCE, produced before the Commission the Notice of Environmental Authorisation for Development issued under application DC/1500/23 and bearing reference EA/1952/23. The document corroborates, in every material respect, the evidence of Mrs. Angela Servina that environmental conditions were imposed upon the runway development and communicated to the IDC.

3.112. The Notice of Environmental Authorisation is made under the Environment Protection Act 2016 (Act 44 of 2016) and the Environment Protection (Impact Assessment) Regulations 1996. It is addressed directly to the IDC at Latanier Road, New Port, Victoria, and grants environmental authorisation for the "widening and lengthening of airstrip" situated at Assomption Island, in accordance with the plans submitted with the application dated 20 October 2023.

3.113. The Notice is dated 17 November 2023 and is signed by the Administrator for and on behalf of the Director General. It bears the official date-stamp of the Environment Department, EAP Section, recording "17 NOV 2023" and "DISPATCH," which fixes both the date of authorisation and the date of its dispatch to the recipient. The date-stamp is of evidential significance: it establishes, on the face of the record, that the authorisation was issued and transmitted on 17 November 2023, two days after the planning approval of 15 November 2023, and not, as Mr. Michel Savy and Mr. Glenny Savy contended, withheld or never communicated.

3.114. The authorisation grants permission "in accordance with the plans submitted therewith with the following specific conditions," and carries on its reverse a list of twelve conditions. The first, and most material, requires that "a biodiversity assessment has to be undertaken and submitted to Environment Department prior to commencement of any construction on the island." The remaining eleven require, in summary: a list of vegetation to be removed; the

translocation of any affected native plants prior to construction; further information on the construction stage, including workers' accommodation and the transport of materials; the demarcation of a designated area for the storage and stockpiling of construction materials on the updated site plan; details of the methodology, scope and timeline of the project; a map identifying sensitive areas, including seabird nesting sites; details of the management of domestic and construction waste; appropriate measures to minimise the risk of erosion from earthworks; the carrying out of all earthworks during the dry spell; a prohibition on open fires without a valid burning permit; and a reservation to the Ministry of the right to impose further conditions should the development generate adverse environmental impacts not foreseen at appraisal.

3.115. The Notes endorsed on the authorisation record that "the development hereby authorised shall be carried out and completed in every respect in accordance with the detailed plans and particulars," and that the authorisation does not purport to convey any approval required under any written law other than the Environment Protection (Impact Assessment) Regulations 1996. The document accordingly confirms that the twelve conditions, including the antecedent biodiversity assessment at condition 1, were imposed by the Department and communicated in writing to the IDC contemporaneously with the runway approval. Mrs. Laure's documentary evidence is, in this respect, consistent with that of Mrs. Servina and with the documents Mrs. Servina herself produced, and is inconsistent with the contention of Mr. Michel Savy and Mr. Glenny Savy that no environmental conditions were received.

PART III — CHRONOLOGY OF THE PLANNING PROCESS

3.116. Drawing the planning related strands of the evidence together, the chronological sequence which emerges from the witnesses is as follows.

3.117. In June 2023, IDC published its EoI for the development of Assomption (and Coetivy). On 9 August 2023 the IDC Project Committee considered the only substantive submission, from the Assets Group; on 23 August 2023 the IDC main Board approved the project; a letter of conditional award was issued to Mr. Abid Butt the same day. There was no parallel approval at Cabinet or SIB level prior to the Board's approval, though Mr. Glenny Savy testified that he had sought and obtained verbal Cabinet approval through the Ministry. Mrs. Rosette of SIB testified that SIB was first approached by the Developer's lawyer in 2024, and her team participated in the ESIA scoping in February 2024; no formal SIB decision in advance of the Board's award appears on record.

3.118. On 2 October 2023, Atom Engineering on behalf of IDC submitted the planning application for the widening and lengthening of the existing airstrip on Assomption (reference DC/1500/2023). The Notification of Receipt issued

from the Planning Authority on 19 October 2023. On 20 October 2023, the Department of Environment received the application from the Planning Authority for environmental authorisation. The Department classified the application as a Class 2 EIA, a decision Ms. Gerry described as anomalous on the regulations, since airfield construction is a prescribed Class 1 activity. Comments were drafted by the Biodiversity Conservation Management Division, conditions were inserted by Mr. Matatiken on the environmental authorisation, and on 15 November 2023 the Class 2 EIA and the conditions were signed. The Planning Authority's decision was given on 10 November 2023 (per Mrs. Servina), with the stamped-approved drawings carrying the date 15 November 2023 (per Mr. Michel Savy); the approval was transmitted to IDC on 17 November 2023. The approval was, on its face, a conditional approval: the statutory Notice of Conditional Permission (Form P.F.4) issued by the Planning Authority on 15 November 2023 granted permission expressly "SUBJECT to the following condition(s)", and was accompanied by, or followed within two days by, four further sets of conditions, namely a covering letter from the Planning Authority requiring the Developer to "read and understand all the conditions of approval"; a separate letter to Atom Engineering (Pty) Limited imposing three structural-supervision conditions on the Engineer in reliance on the Engineer's Certificate of 9 October 2023; the twelve conditions attached to Environmental Authorisation EA/1952/23 of 17 November 2023; the five recommendations of the Seychelles Civil Aviation Authority; and the three comments of the Public Utilities Corporation (Electricity).

3.119. There was, at the March hearing stage, an apparent inconsistency in the evidence on what was transmitted to whom. Mr. Michel Savy (the engineer signatory) was emphatic that no environmental conditions were attached to or transmitted with the planning approval for the runway extension; only PUC and SCAA comments accompanied the stamped drawings. Mr. Glenny Savy concurred. Mrs. Servina of Planning gave the contrary view that conditions had issued from Environment to Planning and had been transmitted to both the Engineer and to IDC. The Department of Environment's subsequent correspondence to ICS (signed by Mrs. Laure) likewise stated that an environmental authorisation with conditions had been submitted to the Planning Authority. That apparent inconsistency has, however, been resolved on the documentary record.

3.120. Subsequent to the evidence of Mr. Michel Savy and Mr. Glenny Savy, Mrs. Servina produced documents comprising the Planning Authority's approval letter of 15 November 2023, the statutory PF4 Notice of Conditional Permission of the same date, the Planning Authority's further letter of 15 November 2023 to Atom Engineering imposing the three supervision conditions on the Engineer, Environmental Authorisation EA/1952/23 of 17 November 2023 with its twelve conditions, the SCAA appraisal response, and

the PUC (Electricity) appraisal response. The said documents are addressed to, or copied to, Atom Engineering (Pty) Limited at Union Vale and to the IDC at New Port, Anse Aux Pins, and they bear the same application reference (DC/1500/2023).

3.121. On the face of the said documents, conditions were imposed and were communicated in writing to both the Engineer and to IDC contemporaneously with the approval. Mrs. Servina's evidence on this point therefore stands corroborated by the documentary record; the denials of Mr. Michel Savy and Mr. Glenny Savy are, with respect, inconsistent with that record. The Class 2 EIA document itself was dated 15 November 2023, the same day as the planning approval. The said EIA document was not, however, put before the public until the scoping meeting of 9 March 2024, at which it was disclosed for the first time; ICS sought a copy on 14 March 2024 from the Ministry of the Environment and was refused on the grounds that it was a third party to the project.

3.122. Construction of the runway extension commenced in December 2023 and was practically complete by the end of February 2024. The runway has been built and now bisects Assomption, with no provision for tortoise underpasses. The 1,250-metre concrete strip is extended on either end by 100-metre levelled overruns. The original runway was built by the military in the 1980s using sand from the dunes.

3.123. On 9 March 2024, the public scoping meeting for the Hotel ESIA was held at the Roche Caiman Community Centre. The public learned for the first time of the Class 2 EIA on the airstrip, a document that was claimed to have not been seen by Atom Engineering or IDC.

3.124. On 3 November 2023, in fact contemporaneously with the airstrip approval but treated by the Planning Authority as a separate matter, Michel Savy and Mr. Danny Souffe of IDC made the first presentation of the hotel project to the Planning Board (41 villas with restaurants, spa, stables, IDC village and guest houses). The Planning Authority did not accept an outline application until the ESIA had been finalised, although IDC nonetheless submitted one which the Authority retained but did not process.

3.125. On 25 August 2024, President Ramkalawan visited Assomption with the Ministers, MNAs and others identified above. On 27 August 2024, the President convened a meeting at State House, attended by the Ministers, the MNAs, IDC, ICS, the Planning Authority (Mrs. Servina, Mr. Bonnelame), Mrs. Nanette Laure and Mrs. Rosette. No minute was taken. The Commission heard evidence, disputed by Mr. Ramkalawan but corroborated by Mr. Norman Weber's email of 28 August 2024 referring to "the following agreement at our meeting at State House yesterday", that the meeting was held to discuss the issue of the NOA, which Environment was then withholding. On 3 September 2024, the Department of Environment issued the NOA with 27 conditions,

including the requirement to implement the 384 actions of the new Biosecurity Management Plan from day one.

3.126. On 23 September 2024, IDC began submitting detailed planning applications for the hotel components. Application BC 138324 was submitted that day; it was not approved until 30 May 2025. Other applications followed (the first approved on 25 October 2024, the second on 7 November 2024, the third on 24 January 2025, the next on 6 February 2025). The first construction barge for the hotel landed on Assomption on 5 December 2024.

3.127. On 7 October 2024, P.S. Jean-Louis emailed Ministers Rangasamy and Joubert seeking 3,000 tonnes of sand from Assomption for the FIFA Beach Soccer World Cup pitches. On 16 October 2024, Minister Rangasamy emailed Minister Joubert pressing for urgent action. On 23 October 2024, Mr. Matatiken issued an in-principle approval. On 24 October 2024 Mr. Salih circulated a draft permit; the draft was returned with the Department of Environment's conditions; on 31 October 2024 Mr. Salih issued the formal sand-extraction permit to IDC for 3,000 metric tonnes, subject to five conditions. On 12 December 2024, the permit was varied: the five conditions became three, the designated extraction area requirement was removed, and critically, the variation specified for the first time that extraction would be from the sand dunes of Assomption. Mr. Matatiken understood the variation had been requested by IDC because of tidal and logistical concerns; Mr. Salih did not know the reason; Mrs. Servina was unaware of any conditions concerning the dunes themselves at the time. No follow-up report, GPS data, photograph or biosecurity record was never provided by IDC under the conditions of the permit. The Sand and Gravel Controller did not write to ask.

3.128. In the period that followed, sand was extracted from the dunes not only for the FIFA pitch but also for construction on Assomption itself — for filling the karst holes and for making bricks. No further application for sand extraction for those purposes was ever made to the Sand and Gravel Controller, although Mr. Salih and Mr. Matatiken both confirmed that section 3 of the Sand and Gravel Act required one. The larger of the two sand dunes was substantially depleted by late 2025.

3.129. On 7 November 2024, the first hotel planning permission had been issued by the Planning Authority. The planning process for the various hotel components continued through 2025. In early January 2025, Mr. Nicholas Oniare, the Ministry of Lands surveyor, was engaged at joint expense by the Planning Authority and IDC to perform a fresh survey of Assomption because the Developer's plans, designed overseas, repeatedly showed inaccurate coordinates.

3.130. In May 2025, the Department of Environment convened a meeting (in or around early May, the Friday before 14 May 2025) chaired by Mrs. Laure and attended by IDC's Deputy CEO Mr. Lionnet, the Planning Authority's principal

development control officer Mr. Salih, and an ICS representative. The principal concerns were the failure to appoint an environmental officer, biodiversity-related conditions of the NOA, biosecurity practice, and the failure to commence work on the jetty. On 14 May 2025, the Planning Authority issued the first Stop Notice in support of the Department of Environment. On 21 May 2025, the Stop Notice was retracted after the Developer appointed a temporary biodiversity officer.

3.131. On 1 June 2025 and again on 15 June 2025, President Ramkalawan visited Assomption with an IDC Board delegation and (on 1 June) with Mr. Bernard Georges. Mr. Bonnelame confirmed that the visit was the eve of the lifting of the first prohibition notice. Mr. Bonnelame also confirmed that during that visit the question of moving the Japanese restaurant from its original (and preferred) location was decided.

3.132. In late June 2025, the workers' accommodation application by IDC was approved by the Planning Authority. In November 2025, environmental concerns re-surfaced, including the Developer's exceeding the maximum worker numbers permitted under the conditions of the NOA. On 13 November 2025, the Department of Environment issued a Prohibition Order. On 14 November 2025, the Planning Authority issued the second Stop Notice. Both remained in force at the date of the witnesses' testimony.

3.133. The jetty plans (NOA condition 8) were submitted to the Planning Authority only late in 2025 and remained unapproved at the time of taking testimony; the Department of Environment is dissatisfied with the revised proposal (an extended floating pontoon) on the basis that a marine spatial plan is required before such works may be done. The plant nursery plans were submitted on or about 27 November 2025 and are also unapproved at the date of the testimony. Pestea, having withdrawn its staff from Assomption in early 2026 for non-payment, had effectively ended biosecurity certification of barges to the island. Westea, on the same basis, had withdrawn waste-management services. As at the close of the live evidence, the workers remained in situ, construction stood at between 10 and 30 per cent completion (the figure varies with the Developer's, Atom Engineering's or IDC's estimate), and the stop notice and prohibition order remained in force, however there had been a partial variation of the order permitting the construction of part-built structures.

PART IV — CONSIDERATION OF EVIDENCE AND FINDINGS ON PLANNING AND OTHER ANCILLARY PERMISSIONS

3.134. The witnesses' evidence, taken together, shows a formal sequence of permissions that was, in form, observed: the runway permission of 15 November 2023, the hotel NOA of 3 September 2024, the first detailed hotel permission of 7 November 2024, the sand-extraction permit of 31 October

2024 (varied 12 December 2024) and the workers' accommodation permit of late June 2025.

3.135. However, the Commission heard persistent and substantial evidence of departures from the substance of that sequence:

i. a Class 2 classification for the runway extension which the Regulations would ordinarily have made Class 1;

ii. a Class 2 environmental authorisation document signed on the same day as the corresponding planning approval and not disclosed to the public until the scoping meeting of 9 March 2024 (although, on the documentary record produced by Mrs. Servina, conditions of approval had been communicated in writing both to Atom Engineering and to IDC at the time of approval, contrary to the contention of Mr. Michel Savy and Mr. Glenny Savy that no conditions were received);

iii. a sand-extraction permit varied at the request of the operator to remove the designated-area requirement and to authorise dune extraction specifically; the absence of any biodiversity assessment of the dunes;

iv. the unsanctioned use of dune sand for hotel construction without further permit;

v. the unmet conditions for the jetty, the plant nursery, and tortoise underpasses;

vi. the unmet condition for hand-clearing of land;

vii. the substantial depletion of the larger sand dune;

viii. and the convening of an executive meeting at State House on 27 August 2024 in the period immediately preceding the issue of the NOA.

3.136. The Commission considers these matters by reference to the Physical Planning Act 2021 (Act 55 of 2021) ("the PPA"), the Removal of Sand and Gravel Act, Cap 203 ("the Sand and Gravel Act"), and the subsidiary instruments made under or read with those Acts. The findings are made on the balance of probabilities and are confined to those matters falling within the planning and ancillary-permissions limb of the Commission's Terms of Reference.

A. The runway-extension planning permission of 15 November 2023

3.137. The construction of an airfield is a prescribed Class 1 activity under the Environment Protection (Impact Assessment) Regulations 1996.[58] Ms. Sharon Gerry, Director-General for Waste, Enforcement and Permits, accepted that this was so, and that the Department of Environment had nonetheless

[58] Environment Protection (Impact Assessment) Regulations, SI 39 of 1996, reg 3(2), Sch 2, B7.

classified the application for the widening and lengthening of the Assomption airstrip as a Class 2 (in-house) assessment. Mr. Denis Matatiken, then Principal Secretary for Environment, confirmed that he had signed the resulting Environmental Authorisation EA/1952/23 on behalf of the Director General.

3.138. The justification advanced that the airstrip was an extension of an existing facility rather than the construction of a new airfield is not one for which the Commission can find any textual foundation in the Regulations, which do not distinguish between a new airfield and the substantial extension or widening of an existing one. The Commission accordingly finds that the classification of the application as a Class 2 EIA was incorrect on the face of the Regulations and that the misclassification permitted the assessment to proceed without a public scoping process, without the publication of a draft EIA, and without the level of scrutiny which a Class 1 classification would have entailed.

3.139. The Commission further finds, on the documentary record produced by Mrs. Angela Servina (the Planning Authority's approval letter of 15 November 2023, the statutory Notice of Conditional Permission Form P.F.4 of the same date, the further letter to Atom Engineering imposing three structural supervision conditions on the Engineer, and Environmental Authorisation EA/1952/23 of 17 November 2023 with its twelve conditions, together with the SCAA and PUC appraisal responses, all under common reference DC/1500/2023), that planning permission was issued subject to express conditions; that the said conditions, including in particular the requirement for a biodiversity assessment to be undertaken and submitted prior to commencement of any construction (condition 1 of EA/1952/23), were communicated in writing to both Atom Engineering (Pty) Limited and to the IDC ("IDC") contemporaneously with, or within two days of, the approval.

3.140. The evidence of Mr. Michel Savy and Mr. Glenny Savy that no environmental conditions had been received is, on the documentary record, not sustainable. That finding is reinforced by the documentary evidence of Mrs. Nanette Laure, Director General of the Department of Environment, who produced before the Commission the Notice of Environmental Authorisation EA/1952/23 itself. That document is addressed directly to the IDC at New Port, grants authorisation for the widening and lengthening of the airstrip in accordance with the application dated 20 October 2023, and is dated and date-stamped "17 NOV 2023 DISPATCH" by the Environment Department's EAP Section. The date-stamp is, in the Commission's view, dispositive of the dispute: it establishes on the face of the record that the authorisation, with its twelve conditions endorsed on the reverse, was issued and dispatched to IDC on 17 November 2023. The Commission accordingly finds, to the requisite standard, that the twelve conditions of EA/1952/23 — condition 1 of which required the antecedent biodiversity assessment — were imposed and communicated to

IDC, and that the contrary evidence of Mr. Michel Savy and Mr. Glenny Savy cannot be accepted.

3.141. The Commission notes the synchronicity of the Class 2 EIA document with the planning approval (both dated 15 November 2023), the failure to publish the Class 2 document until the public scoping meeting of 9 March 2024, and the refusal by the Department of Environment on 14 March 2024 to provide a copy to the ICS on the ground that it was a "third party". The Commission finds that the said refusal had no proper foundation in law, was inconsistent with the principles of public participation which underpin the Environment Protection Act 2016 and the public-interest objects of the Planning Authority under section 5 of the PPA, and contributed materially to the climate of opacity in which the Assomption project proceeded.

3.142. Condition 1 of Environmental Authorisation EA/1952/23 required a biodiversity assessment to be undertaken and submitted to the Environment Department prior to the commencement of any construction. That condition appears on the reverse of the authorisation produced by Mrs. Laure, date-stamped 17 November 2023, so that there can be no doubt that it was validly imposed and in force before any construction began. Mr. Matatiken accepted that no such assessment was ever produced; Ms. Gerry confirmed that no such report was on the Department's file. Construction of the runway extension nonetheless commenced in earnest in December 2023 and was practically complete by the end of February 2024.

3.143. The Commission finds that the runway extension was carried out in breach of an express, antecedent condition of its environmental authorisation, and accordingly in breach of the corresponding condition incorporated into the Notice of Conditional Permission (Form P.F.4) of 15 November 2023. Under section 71(2) of the PPA, a person who fails to comply with any condition imposed by the permission to develop land granted by the Authority commits an offence; the Commission expresses no view on individual criminal liability, which is a matter for the prosecutorial authorities, but records the breach as established on the evidence.

3.144. The runway as constructed now bisects Assomption Island. Mr. Matatiken accepted that bisection prevents tortoises from crossing safely; Ms. Gerry accepted that the absence of any provision for underground tortoise crossings was a matter of concern. The Commission finds that the absence of any tortoise-underpass or biodiversity-corridor condition or other mitigating measures on either the planning approval or Environmental Authorisation EA/1952/23 was a serious lacuna directly attributable to the Class 2 (in-house) treatment of the application and to the absence of any prior biodiversity assessment. The Commission finds that the proximate cause of that lacuna was an institutional failure within the Department of Environment to apply the prescribed classification in Schedule 1 of the Regulations, and within the

Planning Authority to insist upon production of the biodiversity assessment before any approval issued.

B. The hotel planning permissions (3 November 2023 onwards)

3.145. On 3 November 2023, IDC, through Mr. Michel Savy and Mr. Danny Souffe, made a presentation to the Planning Board for a hotel of some 41 or 42 villas with associated structures. The Planning Authority correctly declined to accept an outline application until the ESIA process had been completed. The ESIA process commenced only after that date and the NOA, with 27 conditions, issued on 3 September 2024. The first detailed hotel planning permission was issued on 7 November 2024. The Commission finds that, in form, the sequential requirement of section 30(3) of the PPA that the Authority shall not approve an application not in accordance with a land use or development plan or, by necessary extension, in the absence of the environmental authorisation prescribed by sister legislation was respected for the hotel applications.

3.146. The Commission finds, however, that the substance of that sequence was significantly compromised by the events of 25 August 2024 (the Presidential visit to Assomption) and 27 August 2024 (the meeting at State House). Section 30(3) of the PPA is unambiguous: planning approval is contingent upon the prior issue of the NOA. The Commission heard direct evidence that the NOA was, on 25 August 2024, being withheld by the Department of Environment due to legitimate concerns that the Ministry had with the project; that within forty-eight hours of the State House meeting an email from Mr. Norman Weber (dated 28 August 2024 and copied to the Minister, the Principal Secretary and others) referred expressly to “the following agreement at our meeting at State House yesterday” and enquired when the NOA would issue; and that the NOA was in fact issued some six days later, on 3 September 2024.

3.147. The Commission cannot accept the denial of Mr. Ramkalawan that the meeting was directed at the issue of the NOA: Mr. Weber’s contemporaneous email is, in the Commission’s view, dispositive of that question. The Commission accordingly finds that, on the balance of probabilities, the convening of a meeting at State House by the then President, attended by Ministers, IDC, the Planning Authority and the Department of Environment, in the period immediately prior to the issue of the NOA, was understood by those present as creating an expectation of governmental interest in approval and expedition; and that the absence of any minute of the meeting must, in the circumstances, be construed against the convenor and the recordkeeping practice of the Office of the President at the material time.

3.148. The Commission acknowledges Mr. Ramkalawan’s observation that the NOA, when issued, contained 27 conditions, including the requirement of immediate implementation of the 384 actions of the new Biosecurity

Management Plan. That observation goes to mitigation rather than to the antecedent question of whether executive intervention occurred. A conditioned approval expedited by executive intervention is no less expedited because it is conditioned. The Commission finds that the substantive procedural protections embedded in section 30(3) of the PPA, read with the Environment Protection Act 2016, were undermined by the State House meeting of 27 August 2024.

3.149. Several of the NOA conditions and corresponding planning conditions were subsequently not honoured. Mr. Cyril Bonnelame, the present Chief Executive Officer of IDC, accepted that although initial clearing of the land had proceeded by hand, machinery had also in fact been used[59]; that the condition that the guano holes and sinkholes should be screened rather than filled had not been observed, several having been filled; that the jetty contemplated by NOA condition 8 had not been built (with the consequence that barges of three to four hundred tonnes were being unloaded directly onto the beach in the same area as turtle nesting); and that the dune-sand restrictions had not been observed in respect of construction use. The Commission finds these breaches established on the evidence.

C. The sand-extraction permit of 31 October 2024 and the variation of 12 December 2024

3.150. Section 3(1) of the Sand and Gravel Act provides in unequivocal terms that "no person shall abstract and remove away from the property from which it is abstracted any sand or gravel if he does not hold an abstraction licence". Section 3(2) extends the prohibition to abstraction from the public domain and to the property even where the abstractor is the owner, and section 3(2)(c) extends it to "the digging or stacking of sand or gravel for the purpose of removal". The legislation accordingly establishes a single, regulator-controlled gateway for any extraction of sand from Seychellois soil. The Sand and Gravel Controller, by section 5(1) of the Sand and Gravel Act, is the officer in whom the licensing function vests. Section 5(2) confers an "absolute discretion" upon the Controller to grant or refuse a licence; section 5(5) provides for the imposition of conditions including, in subparagraph (a), the property or place from which sand may be abstracted, in subparagraph (b) the type and quantity, and in subparagraph (c) the protection of the environment at the place of abstraction.

3.151. The chronology of the FIFA sand-extraction permit reveals that the genesis of the application was not an arm's-length request from an industrial operator but a ministerial communication. On 7 October 2024, the Principal Secretary for Youth and Sports emailed both the Minister for Lands (Mr. Rangasamy) and the Minister for Environment (Mr. Joubert) seeking "formal approval for

[59] Corroborated by the testimony of Jakobus Jordaan, 5 March 2026, p4.

extraction of 3,000 tons of sand on Assomption Island". On 16 October 2024, Minister Rangasamy emailed Minister Joubert pressing for an urgent decision in terms which ("As discussed before, we must take a decision asap") make clear that the question had already been discussed between Ministers. Only thereafter was the Sand and Gravel Controller, Mr. Sayeed Abdelhaq Salih, copied into the chain. On 23 October 2024 the Principal Secretary for Environment, Mr. Matatiken, issued an "in principle" approval. On 24 October 2024 Mr. Salih circulated a draft permit for vetting by Minister Rangasamy and the Principal Secretary for Environment; on 31 October 2024 the formal permit issued under his hand with five express conditions, including (significantly) a designated extraction zone.

3.152. The Commission finds that the said process was procedurally irregular and substantively reversed the proper statutory sequence. Under the Sand and Gravel Act the Controller, holding "absolute discretion" under section 5(2), is not the executor of a ministerial decision but the regulator who decides, having received Environment's technical assessment, whether and on what conditions to grant a licence. The circulation by Mr. Salih of a draft licence "for vetting" by the Minister, before issue, was a transparent inversion of that statutory architecture. The Commission accepts Mr. Salih's own evidence that he felt pressure as a public officer eager to help organise the FIFA event successfully; that admission, candidly made, is to his credit but cannot exonerate the office of the Controller from the finding that the Sand and Gravel Act's absolute discretion was, on the evidence, exercised under direction.

3.153. The variation of 12 December 2024 is more troubling still. The five express conditions of the original permit of 31 October 2024 were compressed into three; the requirement of a designated extraction zone (a key environmental safeguard expressly contemplated by section 5(5)(a) of the Sand and Gravel Act) was removed; and the permit was rewritten to specify that extraction would be "from the sand dunes of Assomption". Mr. Salih confirmed that he had not initiated the variation; it came, on his evidence, from the Department of Environment. He had never communicated with IDC about it. He did not know why Environment had asked for the variation.

3.154. Mr. Matatiken accepted, with respect to him commendably, that the variation troubled him in retrospect because the rationale for designation had been precisely to limit the environmental impact, and confirmed that the pressure came from "other Ministers" in connection with the FIFA event. No record of any application by IDC for the variation was produced; no biodiversity assessment of the dunes preceded the variation; and no report, GPS data, photograph, biosecurity record, or other reporting contemplated by the permit was ever received by the Sand and Gravel Controller, who never wrote to enquire.

3.155. The Commission finds that the variation of 12 December 2024 was issued without proper application, without biodiversity assessment, without lawful regulatory basis, and in circumstances in which the Controller appears to have acted as a conduit rather than as the regulator whom Legislature constituted in section 5 of the Sand and Gravel Act.

3.156. The Commission further finds that sand was thereafter extracted from the Assomption dunes not only for the FIFA pitch (the only authorised purpose) but also for construction on Assomption itself, namely the filling of karst holes, the making of bricks, and the construction of the villas. Both Mr. Salih and Mr. Matatiken accepted that section 3 of the Sand and Gravel Act required a fresh abstraction licence for each such use, and that no such application was ever made. The larger of the two Assomption dunes was substantially depleted by late 2025.

3.157. The Commission finds that those extractions constituted contraventions of section 3 of the Sand and Gravel Act, punishable under section 13 of that Act; that the Sand and Gravel Controller failed to investigate or to enforce; and that the failure to enforce, in the face of the Controller's own knowledge of the unauthorised extraction (acquired on his site visit), amounted to a serious dereliction of the statutory function.

D. Ancillary permissions: workers' accommodation, jetty, plant nursery

3.158. The workers' accommodation application by IDC was approved by the Planning Authority in late June 2025. It is now common ground, on the evidence of both Mrs. Servina and Mr. Bonnelame, that the approval was given without proper interrogation of whether the increased worker numbers would breach the cap imposed by the NOA. Mrs. Laure, sitting as Environment representative on the Planning Board, did not at the time of the June 2025 approval revisit the NOA conditions; only on a return to the NOA in November 2025 did Environment conclude that the approval should not have been given.

3.159. The Commission finds that the workers' accommodation approval was issued in circumstances in which the cross-statutory checks designed by the Legislature — the requirement under section 9(3)(b) of the PPA that the Board include a representative of the Ministry responsible for Environment, the requirement of inter-agency cooperation under section 5(b), and the duty under section 30(3) of the PPA to confirm consistency with the land-use plan and ancillary conditions — were not effectively engaged. That failure rests with both agencies, but in particular with Environment, whose representative on the Board failed at the material moment to bring the NOA cap to the Board's attention.

3.160. The jetty plans (NOA condition 8) were submitted only late in 2025 and remained unapproved at the date of the testimony. The plant nursery plans were submitted in November 2025 and likewise remained unapproved. The construction in the meantime proceeded by direct barge unloading onto the

turtle-nesting beach. The Commission finds that the Planning Authority's failure to enforce the jetty condition over the period from December 2024 (when the first construction barge landed) to November 2025 constituted a serious lapse in the exercise of its enforcement functions under Part VI of the PPA. The tools available to the Authority: stop notices under section 56, enforcement notices under section 57, and notices of immediate enforcement under section 60 were not deployed, despite the existence of clear and ongoing breaches. The Authority's explanation that compliance with the planning permissions themselves was being observed misunderstands the consolidated nature of the planning permission, which, by its own terms, incorporated the NOA conditions by reference.

E. The officers, and the deference shown to the Executive

3.161. The Commission has considered whether the failures identified in the foregoing sections are best understood as individual lapses or as symptoms of a systemic weakness in the architecture of regulatory oversight in Seychelles. It concludes that, while individual officers must answer for their own decisions, the recurrent pattern of subservience to ministerial and presidential pressure points to a deeper structural problem, on which this Part must speak plainly.

(i) The Department of Environment

3.162. Mr. Denis Matatiken, who at the material time was Principal Secretary for Environment and who is now Special Advisor to the Minister, occupied two roles simultaneously: he was the responsible officer for environmental clearances under the Environment Protection Act 2016, and he was a member of the IDC Board. He himself defended that arrangement as a cross-ministry accountability mechanism. The Commission accepts that, on his own evidence, Mr. Matatiken displayed candour and a willingness to acknowledge with hindsight the shortcomings of his Ministry's file. It is, however, the Commission's finding that the dual role was structurally incompatible with the discharge of the regulatory function. A Principal Secretary cannot, in respect of the same project, sit on the Board of the Developer-mandated entity (IDC) and simultaneously approve, sign and enforce environmental conditions on that entity. The conflict is intrinsic, regardless of the integrity of the individual occupying the dual role.

3.163. The Commission accordingly finds that the architecture which permitted Mr. Matatiken to sign Environmental Authorisation EA/1952/23 on 17 November 2023 in respect of a project for which IDC (of whose Board he was a member) was at the same time the lessor and contractor, was an architecture which the Constitution and Legislature cannot have intended. To the extent that Mr. Matatiken's signature was "for and on behalf of" the Director General (Mrs. Nanette Laure), the signature served, on the evidence, to relieve the Director

General of the responsibility of personal scrutiny of a document whose proper classification (Class 1, not Class 2) would have required substantially more rigorous procedure.

3.164. The Commission finds that the Department of Environment, in classifying the airfield extension as Class 2, in issuing Environmental Authorisation EA/1952/23 on the eve of the runway approval, in failing to insist upon the production of the antecedent biodiversity assessment which it had itself imposed as condition 1, and in refusing, in March 2024, to disclose the Class 2 document to ICS as a "third party", conducted itself in a manner which falls below the standard reasonably to be expected of a regulator constituted in the public interest.

3.165. The Commission further finds that, in the period leading up to and including the variation of 12 December 2024 of the FIFA sand-extraction permit, the Department of Environment failed in its statutory consultative role under the Sand and Gravel Act. The variation removed an environmental safeguard (designated extraction zone) which the Department itself had originally insisted upon, in circumstances in which there had been no biodiversity assessment of the dune, no application from the supposed beneficiary IDC, and no consultation with any biodiversity body. That failure is consonant with, rather than separate from, the operational pressure imposed by the FIFA event and the inter-ministerial correspondence. The Commission finds that, in this episode, the Department's officers exhibited an excessive deference to ministerial direction, in circumstances in which the Sand and Gravel Act and the Environment Protection Act 2016 demanded the assertion of independent regulatory judgment.

(ii) The Sand and Gravel Controller

3.166. Mr. Sayeed Abdelhaq Salih, the Sand and Gravel Controller, gave evidence which the Commission accepts as candid. He acknowledged that he felt pressure to expedite the FIFA permit, that he had circulated a draft for ministerial vetting before issue, that the variation of 12 December 2024 came to him from the Department of Environment without his initiating it and without his knowing why, and that no follow-up report under the conditions of the permit had ever been received, the Controller never having written to enquire.

3.167. He further accepted that section 3 of the Sand and Gravel Act required a fresh licence for each separate use of sand for construction, and that no such application had been made by IDC, notwithstanding the use of sand for filling cast holes and other construction purposes which he himself had observed on a site visit.

3.168. Section 5(2) of the Sand and Gravel Act commits to the Controller an "absolute discretion" to grant or refuse a licence. Section 4(3) of the Act expressly prohibits the Minister from giving directions to the Controller in any

particular case. Section 10 confers on the Controller and on authorised public officers, powers of entry, inspection, demand of production, and seizure, which are amongst the more extensive enforcement powers conferred under Seychellois regulatory law. The Commission finds that those powers were not, on the evidence of Mr. Salih, deployed in respect of any of the manifest breaches occurring on Assomption: the unauthorised use of sand for construction, the substantial depletion of the larger dune, the failure to report. The Controller did not visit, demand, inspect, seize, suspend, or enforce; he did not write a single letter to IDC asking for the reports which the permit required him to receive.

3.169. The Commission finds that the Controller, in this matter, ceased to be a Controller in the statutory sense and became an instrument of ministerial convenience. The Commission records, with regret, that this is not a finding of personal misconduct against Mr. Salih, whose evidence was honest, but a finding that the office of the Sand and Gravel Controller, as exercised in this matter, failed to fulfil the function which Legislature had created.

(iii) The Planning Authority

3.170. Mrs. Angela Servina, the Chief Executive Officer of the Planning Authority, gave evidence which the Commission regards as reliable, careful, and corroborated in material respects by the documentary record she herself produced. The Commission accepts her evidence that the Planning Authority resisted attempts to short-circuit the planning sequence (including the refusal to entertain an outline application before the ESIA was complete, and the consistent refusal to issue a Class 1 building licence to UCC Sey despite sustained lobbying); that the Authority held its ground against Developer pressure; and that the second stop notice of 14 November 2025 issued in the considered exercise of independent regulatory judgment.

3.171. The Commission nonetheless finds that the Planning Authority, in the totality of its conduct over the period 2023–2025, failed in three material respects. First, in failing to insist, prior to issuing the runway-extension planning approval of 15 November 2023, upon production of the biodiversity assessment which Environmental Authorisation EA/1952/23 required as a precondition of any construction.

3.172. Second, in failing, between December 2024 and November 2025, to issue any stop notice, enforcement notice, or notice of immediate enforcement in respect of the multiple, manifest, and continuing breaches of the planning conditions, including: the failure to construct the jetty (NOA condition 8); the bulldozer-clearance of land in breach of the hand-clearance condition; the widescale filling of guano and sinkholes; the unauthorised extraction of dune sand for construction. The Authority's sole intervention was issued in support of the Department of Environment's Prohibition Order, on 14 November 2025.

3.173. Third, in approving the workers' accommodation in late June 2025 without revisiting the NOA cap on worker numbers. The Commission finds that the Planning Authority, despite the integrity of its leadership, was reactive rather than proactive, supportive of partner agencies rather than independently assertive of its own statutory mandate, and over-respectful of the inter-agency consensus model in circumstances where its statutory enforcement powers under Part VI of the PPA called for unilateral action.

3.174. The Commission also finds, as a matter of structural concern, that the composition of the Planning Authority Board under section 9 of the PPA, while including a representative of the Ministry of Environment (section 9(3)(b)), relies heavily on the willingness of the said representative to bring prior environmental conditions to the Board's attention. The failure of the Environment representative on the Board to do so regarding the workers' accommodation application of June 2025 illustrates a wider issue: a Board that depends on inter-agency goodwill for the integration of cross-statutory conditions is likely to fail.

(iv) The IDC

3.175. The Commission records that IDC occupies a hybrid position as lessor, civil works contractor, and parastatal operator under the State Land and River Reserves Act. In respect of the Assomption development, IDC was simultaneously the leaseholder, the Developer's civil-works contractor, the entity which received the planning permissions, the entity which received the sand-extraction permit, and (through Mr. Matatiken as Principal Secretary for Environment and member of the IDC Board) a participant in the regulatory body which approved its own permits. The Commission expresses no concluded view, in this Part, on the wider corporate-governance issues raised by that confluence of roles, which are matters for other Parts of this Report.

3.176. In respect of planning compliance, however, the Commission finds that IDC failed, in the period before the change of Chief Executive Officer in January 2025 and in the period thereafter, to discharge its responsibilities as the entity to whom the planning conditions were addressed; that the breaches of the hand-clearance condition, the guano-hole screening condition, the jetty condition, and the dune-sand restriction were attributable to IDC as the contractor on the ground; and that the explanations given by Mr. Glenny Savy by reference to historic practice (the construction of earlier outer-island airstrips from dune sand under President René) cannot displace the express statutory regime introduced by the Sand and Gravel Act in 1982 and the planning regime under the PPA 2021.

(v) The executive: the President, the Vice-President, and Ministers

3.177. The Commission turns lastly to the question of executive pressure. Mr. Wavel Ramkalawan, former President of the Republic, denied that the State House

meeting of 27 August 2024 was directed at the issue of the NOA, denied that he had berated or shouted at Mrs. Laure, and denied that any expedition of the NOA had occurred. Section B above sets out why, on the documentary record (in particular Mr. Norman Weber's contemporaneous email of 28 August 2024), the Commission cannot accept the denial as to the purpose of the meeting. The Commission makes no finding as to whether Mr. Ramkalawan shouted at or berated Mrs. Laure. It does find that the convening of an unminuted meeting at State House, attended by Ministers, IDC, the Planning Authority and the Department of Environment, while a regulatory decision was being withheld by Environment, can only have been understood by those present as creating an expectation of resolution. The subsequent issue of the NOA within days of that meeting is consistent with that understanding.

3.178. The Commission finds, as a matter of structural concern, that no Head of State should convene unminuted meetings on regulatory matters in which approvals are being lawfully withheld; that the convening of such meetings necessarily generates an appearance of executive direction; and that, in the matter before the Commission, that appearance is consistent with the outcome.

3.179. In respect of the sand-extraction permit, the Commission finds that the inter-ministerial correspondence of October 2024 between Minister Rangasamy (Lands) and Minister Joubert (Environment), the in-principle approval issued by the Principal Secretary for Environment, and the request that the Sand and Gravel Controller circulate a draft permit for ministerial vetting, together constituted a sustained pattern of executive direction over a regulatory function which, by section 4(3) of the Sand and Gravel Act, is expressly insulated from ministerial direction in any particular case. The Commission finds that the said pattern of conduct was inconsistent with the legislative scheme and contributed materially to the irregularity of the permit and to the subsequent ecological damage.

3.180. The Commission acknowledges Mr. Ramkalawan's further submission that the most contentious failures of compliance particularly the biodiversity and biosecurity breaches that gave rise to the second stop notice post-dated his departure from office. That observation is, as a matter of chronology, correct. It does not, however, displace the finding that the regulatory architecture which permitted the situation to develop - the antecedent executive intervention in the NOA process of August/September 2024, the ministerial vetting of the sand-extraction permit, the variation of the permit of 12 December 2024 without proper application or assessment - was put in place during his tenure as President and as the responsible Minister for the portfolios concerned. The consequences of that architecture were borne by his successor.

F. General findings on the pattern of subservience and fear of recrimination

3.181. Drawing the findings of the preceding sections together, the Commission finds that the planning and ancillary permissions for the Assomption development were processed in a manner formally consistent with the Physical Planning Act 2021 and the Removal of Sand and Gravel Act, but were repeatedly compromised in substance by executive pressure. The Commission finds, as a matter of pattern and not of isolated incident, that the regulatory officers most closely concerned - the Sand and Gravel Controller, the Principal Secretary for Environment, the Director General for Environment, and at certain critical moments the Planning Authority's Board - displayed a deference to ministerial and presidential direction which the legislative scheme neither contemplated nor permitted.

3.182. The said deference is what is meant in this Report by "subservience". It is a deference shown by officers to their political principals in circumstances where the relevant statute either expressly insulates the office from such direction (as section 4(3) of the Sand and Gravel Act) or requires the exercise of independent judgment (as the discretion of the Planning Authority under sections 36 and 37 of the PPA, and the absolute discretion of the Controller under section 5(2) of the Sand and Gravel Act).

3.183. The Commission finds that the said pattern of subservience is the product not principally of individual moral failure but of structural pressures: the appointment of regulatory officers through the same executive channels as the ministerial directives they are required to resist; the absence of fixed-term, non-renewable contracts for regulators; the dual-role architecture which placed the Principal Secretary for Environment on the Board of the very entity (IDC) whose permits he was required to assess; the absence of any independent inspectorate or auditor; the convening of unminuted State House meetings on regulatory matters; and the absence of a statutory obligation upon regulators to record and to report instances of ministerial intervention. These are matters for which the Commission's recommendations are set out in Part V below.

3.184. The Commission emphasises, in conclusion of this Part, that the evidence does not support a finding that the regulatory officers concerned acted dishonestly or in bad faith. The Commission accepts, on the basis of their oral testimony and the documentary record, that the officers gave their evidence candidly, that they were doing their best in difficult conditions, and that some of them, in particular Mrs. Servina, Mr. Salih and Mr. Matatiken, made admissions against interest which speak well of their integrity. The pattern of failure documented in this Part is therefore not a pattern of dishonesty but a pattern of structural weakness, and it is to the correction of that structural weakness that the Commission's recommendations are directed.

PART V — RECOMMENDATIONS

3.185. The Commission, having made the findings set out in Part IV above, now turns to its recommendations. The recommendations are addressed in turn to the National Assembly, to the Office of the President, to the Minister responsible for Land Use Planning and Development, to the Minister responsible for the Environment, to the Planning Authority, to the Department of Environment, to the Sand and Gravel Controller, to the IDC, and to the Attorney General. The recommendations are directed at preventing the recurrence of the patterns of conduct identified in Part IV, and at restoring to the regulatory architecture the independence which Parliament intended.

A. Recommendations to the National Assembly (legislative reform)

3.186. That the National Assembly, in pursuance of its powers under Chapter IV of the Constitution, should amend the Physical Planning Act 2021 to:

i. require, as a matter of statutory duty, that any meeting between any officer of the Planning Authority and any member of the Executive (the President, the Vice-President, any Minister, any Principal Secretary, or any Special Advisor) on the subject of a particular pending application or pending enforcement decision, shall be recorded in writing, with the minute placed on the application file and made available to the Appeals Board under section 39 of the PPA in the event of appeal;

ii. confer upon the Planning Authority an express power, on its own motion and without ministerial concurrence, to refer a development to a public inquiry under section 39(4) of the PPA where the Authority has reasonable cause to suspect that executive pressure has been brought to bear on a partner agency;

iii. provide that the Chief Executive Officer and Deputy Chief Executive Officer of the Planning Authority shall hold office on fixed, non-renewable terms of seven years, with removal only for cause as defined in the Act and on a resolution supported by two-thirds of the National Assembly, in order to insulate the office-holders from the chilling effect of the prospect of non-renewal of their contracts;

iv. require the Planning Authority to publish, in the Gazette and on its website, the conditions of every planning permission issued for a development of an outlying island, together with the corresponding environmental authorisation, within fourteen days of the issue of the permission, in order to preclude the recurrence of the situation in which the Class 2 Environmental Authorisation EA/1952/23 was withheld from the public for nearly four months.

3.187. That the Public Officers Ethics Act be amended to specify that interference with statutory decisions and decisions occuring within a portfolio or ministry by a cabinet minister who is not responsible for that ministry is an offence.

3.188. That the National Assembly should amend the Removal of Sand and Gravel Act, Cap 203, to:

i. strengthen the prohibition in section 4(3) (that the Minister may not give directions to the Controller in any particular case) by criminalising any ministerial or presidential direction (whether oral or written) to the Controller in respect of a particular pending application, and by criminalising the solicitation or acceptance by the Controller of such direction, with appropriate penalties under section 13;

ii. require, as a matter of statutory duty, that the Controller maintain a public register of all applications received, the date of receipt, the date of decision, the decision itself, the conditions imposed, and any subsequent variation, together with the reasons in writing for each variation;

iii. prohibit the variation of any abstraction licence without a fresh written application by the licence-holder and a fresh consultation with the Department of Environment, accompanied (in the case of any dune extraction) by a biodiversity assessment of the dune;

iv. impose upon the Controller a statutory duty to follow up on the reporting conditions of every licence (notably GPS data, biosecurity records, photographic records) and to enforce by stop notice or seizure under section 10(2)(d) in the event of non-compliance;

v. provide expressly that sand abstracted under a licence for one purpose (such as the FIFA event) shall not be diverted to any other purpose (such as construction) without a fresh abstraction licence under section 3, and that the diversion shall constitute an offence in itself;

vi. require the Controller to hold office on the same terms as those recommended for the Planning Authority's Chief Executive Officer under recommendation 1(d) above.

3.189. That the National Assembly should amend the Environment Protection Act 2016 and the Environment Protection (Impact Assessment) Regulations 1996 to:

i. clarify, beyond any room for doubt, that the extension or widening of a prescribed Class 1 facility (including, expressly, an airfield) shall itself constitute a Class 1 activity for the purposes of the Regulations, thereby precluding the misclassification observed in the present case;

ii. require that every Class 2 (in-house) assessment shall be subject to mandatory peer review by a senior officer not involved in its drafting, with the peer-review certificate published with the authorisation;

iii. provide expressly that any antecedent condition of an environmental authorisation (such as the production of a biodiversity assessment prior to commencement of construction) shall be a condition precedent, the breach of which shall render any subsequent construction ipso facto unlawful, with corresponding criminal liability;

iv. prohibit the practice by which the Department of Environment refuses to disclose environmental authorisations to interested third parties (such as ICS) on the ground of their being "third parties", and instead provide for a presumption of public access to environmental authorisations.

B. Recommendations to the Office of the President

3.190. That the Office of the President should adopt, and publish in the Gazette, a written protocol providing that no meeting convened at State House on the subject of a particular pending regulatory decision (including planning permissions, environmental authorisations and sand-extraction permits) shall be held without a minute taker drawn from the Cabinet Office, and that the minute shall be circulated within 48 hours to all attendees and lodged on the file of the regulatory body concerned. The Commission records that the absence of a minute of the meeting of 27 August 2024 has been a source of acute difficulty in establishing what was, and what was not, said at that meeting; the recurrence of such uncertainty in future matters is preventable by simple administrative reform.

3.191. That the Office of the President should refrain, as a matter of constitutional convention, from convening meetings on the subject of regulatory decisions which are being lawfully withheld by the regulatory body concerned. Where the President considers that a matter of national interest is engaged, the appropriate course is to invoke section 39 of the Physical Planning Act 2021 (reference of applications to the Minister) or section 31 of the said Act (approval of development not in accordance with land use plan in cases of national security), each of which provides a transparent and statutorily-grounded mechanism for the resolution of such matters.

C. Recommendations to the Minister responsible for Land Use Planning and Development

3.192. That the Minister responsible for Land Use Planning and Development should, pursuant to section 81 of the PPA, promulgate regulations providing for:

i. the form and manner of monitoring of outer-island developments, including a minimum monitoring frequency which shall be enforceable by stop notice in the event of Developer-caused delay;

ii. the conditions to be attached to any approval involving the import of construction materials by barge, including a mandatory jetty condition with antecedent compliance; and

iii. the recording of any ministerial communication to the Planning Authority concerning a particular pending application, in a register maintained for the purpose.

3.193. That the Minister should not, by directive under section 8 of the PPA, issue any policy directive of a character which has the effect of pre-empting the Planning Authority's decision on a particular pending application; and that any directive purportedly so issued shall be of no effect.

D. Recommendations to the Minister responsible for the Environment

3.194. That the Minister responsible for the Environment should procure the formal classification, by the Department, of any future application for the extension of an airfield as a Class 1 activity, in conformity with the prescribed list, and the issue of revised guidance to the Department's officers to that effect.

3.195. That the Minister should not appoint the Principal Secretary for Environment, or any other senior officer of the Department, to the Board of any parastatal entity (including, in particular, the IDC) which is or may be the recipient of environmental authorisations. The Commission finds that the dual-role arrangement, however well-intentioned, creates an inherent conflict of interest that compromises the integrity of regulatory decision-making and should be discontinued.

E. Recommendations to the Planning Authority

3.196. That the Planning Authority should, in respect of every outer-island development, satisfy itself prior to issuing any planning approval that all antecedent conditions of the corresponding environmental authorisation (notably any biodiversity assessment, any vegetation survey, any biosecurity plan) have been produced in writing and lodged on the file, and that the planning approval shall not issue until those conditions are satisfied.

3.197. That the Authority should, with immediate effect, deploy its enforcement powers under Part VI of the PPA (stop notices, enforcement notices, notices of immediate enforcement) on its own initiative whenever it has reasonable grounds to suspect that conditions of any planning permission have been breached, without awaiting the issue of a parallel order by the Department of Environment. The Commission records that the failure of the Authority to issue any stop notice in respect of the unauthorised dune-sand use, the

bulldozer-clearance, the guano-hole filling, and the jetty non-construction over the period December 2024 to November 2025 was a significant shortcoming, and that the operative model of acting only in support of a partner agency is inconsistent with the Authority's independent statutory mandate.

3.198. That the Planning Authority's Board should adopt a standing rule that, on every application involving a development on an outer island for which an NOA has been issued, the Board's Environment representative shall be required to read into the minutes the full list of NOA conditions and to confirm, on the record, that the proposed approval is consistent with each of those conditions. The failure to do so in respect of the workers' accommodation approval of June 2025 would have been averted by such a rule.

3.199. That the Authority should publish on its website, with effect from the date of this Report, the conditions of every planning permission for an outer-island development together with the corresponding environmental authorisation, in order to enable public scrutiny in real time.

F. Recommendations to the Sand and Gravel Controller

3.200. That the Sand and Gravel Controller should, with immediate effect, decline to circulate any draft licence for ministerial vetting before its issue, and shall not issue any licence in respect of which ministerial vetting has been sought or received. The Commission finds that the practice of pre-issue ministerial vetting is incompatible with the absolute discretion conferred on the Controller by section 5(2) of the Sand and Gravel Act.

3.201. That the Controller should, with immediate effect, write to IDC seeking explanation of the unreported extraction of dune sand for construction on Assomption and the depletion of the larger dune, and shall consider the exercise of the seizure power under section 10(2)(d) and the institution of proceedings under section 13 of the Act in respect of any contravention of section 3 which the inquiry discloses.

3.202. That the Controller should, in respect of every future application for dune-sand extraction, refuse the application in the absence of a biodiversity assessment of the dune; require GPS data and photographic records as a precondition of issue rather than as a post-extraction reporting obligation; and refuse any application for variation which seeks to remove a designated-zone requirement.

G. Recommendations to the Department of Environment

3.203. That the Department should, having regard to the Prohibition Order of 13 November 2025, formulate and publish a remediation plan for the Assomption sand dunes, including the cessation of any further dune-sand

extraction (whether under existing permit, varied permit, or otherwise), and the natural rehabilitation of the depleted dune. The Department should publish quarterly reports on the progress of the remediation.

3.204. That the Department's practice of refusing disclosure of environmental authorisations to third parties should be discontinued.

H. Recommendations to the IDC

3.205. That IDC should comply, in full and forthwith, with all extant conditions of the planning permissions, of Environmental Authorisation EA/1952/23, and of the NOA of 3 September 2024, including in particular: the production of the biodiversity assessment required by condition 1 of EA/1952/23 (now nearly three years overdue); the submission of acceptable jetty and plant-nursery plans; the cessation of any further extraction of dune sand for any purpose; the immediate restoration of biosecurity certification by Pestea or an equivalent provider; and the immediate restoration of waste-management services by Westea or an equivalent provider.

3.206. The Commission considers that the cross-board arrangement which had Mr. Matatiken on the IDC Board while he was Principal Secretary for Environment was, however well-intentioned, structurally incompatible with regulatory independence. Any public officer should, as a matter of ethics, recuse him or herself from advising or taking decisions which materially affect projects which are being sought or promoted by any company or agency on which that public officer is a Board member, adviser or Trustee. This is a basic concept of professional ethics against conflicts of interest.

I. Recommendations to the Attorney General

3.207. That the Attorney General should consider, on receipt of the Report of the Commission, whether the matters disclosed in Part IV above warrant the institution of proceedings under section 13 of the Removal of Sand and Gravel Act in respect of the unauthorised extraction of dune sand for construction on Assomption, and under section 71 of the PPA in respect of the development of land in breach of the conditions of planning permission. The Commission expresses no concluded view on individual criminal liability, which is a matter for prosecutorial discretion; it records only that the breaches identified in Part IV are, on the evidence, prima facie offences under the said sections.

3.208. That the Attorney General should advise the Government on the legislative amendments recommended in Part V.A above and should support their early enactment.

J. Concluding observation

3.209. The Commission concludes this Part by recording its appreciation of the candour displayed by certain of the witnesses, in particular Mrs. Angela

Servina, Mr. Sayeed Abdelhaq Salih, and Mr. Denis Matatiken, whose evidence (although in respects against their own institutional interest) was given with a directness which materially assisted the Commission's work. The Commission's findings of institutional failure should not be read as findings of individual moral failure against those officers. The findings are findings against the architecture of regulatory oversight as it stood at the material time, and against the patterns of executive intervention which that architecture failed adequately to resist. The recommendations in this Part are directed at the rectification of the architecture, in the expectation that the officers concerned, freed from the structural pressures identified in Part IV, will be well placed to discharge their statutory functions with the independence which Parliament intended.

CHAPTER IV: COMPLIANCE WITH THE LAWS OF SEYCHELLES GOVERNING THE EMPLOYMENT OF NON-SEYCHELLOIS WORKERS

PART I — INTRODUCTION

4.1. The Commission was required to determine whether the developments on Assomption Island were conducted in compliance with the laws of Seychelles, including those governing the employment of non-Seychellois workers, and in accordance with all relevant planning permissions, approvals and licences. This Chapter addresses that limb of the Commission's Terms of Reference.

4.2. For the purposes of this Chapter, the Commission has interpreted the scope of its mandate to extend to the following matters: the engagement of non-Seychellois workers on the Assomption development by the IDC (Proprietary) Limited ("IDC") as principal contractor and by its sub-contractor for the mechanical, electrical, plumbing, architectural and landscaping works ("UCC"); the lawful basis for the presence and employment of those workers, in particular the Gainful Occupation Permits ("GOPs") and work permits required under the employment and immigration laws of the Republic; the process by which those permits were applied for, assessed and granted or refused; whether the prescribed processes were followed, abridged or bypassed; whether any undue influence, whether executive or otherwise, was brought to bear upon the authorities responsible for issuing such permits; the interaction between the number of workers permitted on the island and the conditions imposed under the relevant planning permission and NOA, including the cap on worker numbers; and the conduct of the relevant parties once enforcement measures were in force.

4.3. The principal legislative instruments engaged are the Employment Act and the subsidiary instruments made under it governing the gainful occupation of non-Seychellois; the Immigration Decree and the regulations made thereunder; and the conditions of the planning permission and of the NOA in so far as they bear upon the number of workers lawfully permitted on the island.

4.4. This Chapter is concerned with the lawfulness of the employment of non-Seychellois workers and with compliance with the relevant permissions, approvals and licences. It does not re-open the grant of the planning permissions and ancillary permits, which are the subject of Chapter III, nor the environmental authorisations and the NOA, which are the subject of Chapter V, save where the evidence on the employment of workers cannot be clearly recorded without unavoidable reference to those matters. In particular, the cap on worker numbers imposed as a condition of the NOA, and the advice of the Planning Authority that further GOPs ought not to be granted once works had been suspended, are matters which straddle this Chapter and the Chapters referred to above; they are addressed here only to the extent

necessary to determine the lawfulness of the employment of the workers, and are otherwise dealt with in those Chapters, to which the reader is referred.

4.5. To address this part of its Terms of Reference, the Commission examined documentary evidence and heard oral testimony, on oath, from witnesses called over a number of sittings. The oral evidence is summarised, witness by witness, in Part II. The principal documentary exhibits material to the employment of non-Seychellois workers and to compliance with the relevant permissions are listed, with a short summary of each, in Part III. Part IV sets out a chronological synthesis of the GOP and work-permit process. Part V contains the Commission's consideration of the evidence and its findings by reference to the applicable law. Part VI sets out the Commission's recommendations.

4.6. The witnesses whose testimony bore materially on the matters addressed in this Chapter, listed in the order in which they appeared before the Commission, were:

i. Ms. Susan Tessy Morel, Principal Secretary for Employment and Human Resource Planning (6 March 2026);

ii. Mr. Alain Volcere, Principal Secretary, Department of Immigration and Civil Status (9 March 2026, in camera);

iii. Mr. Cyril Bonnelame, Chief Executive Officer, IDC (12 January 2026);

iv. Mr. Christian Lionnet, Deputy Chief Executive Officer, IDC (13 January 2026 and 31 March 2026);

v. Mr. Ammar Hilal and Mr. Jahir Raihan of OBIL / IDCC (12 January 2026, by video link);

vi. Mr. Omar Al-Salihi, representative of IDCC (16 March 2026);

vii. Mr. Abid Butt, former Group Chief Executive Officer, Assets (16 March 2026);

viii. Mr. Glenny Savy, former Chief Executive Officer, IDC (17 March 2026);

ix. Ms. Angela Servina, Chief Executive Officer, Seychelles Planning Authority (12 January 2026); and

x. Mr. Wavel Ramkalawan, former President of the Republic (18 March 2026).

PART II — THE EVIDENCE OF THE WITNESSES

4.7. The summaries below are not verbatim. They reflect the substance of the evidence given on oath, with such direct quotation as is necessary to convey precisely what a witness said where the wording itself is material. They are confined to passages relating to the employment of non-Seychellois workers and to compliance with the relevant permissions, approvals and licences.

(i) Ms. Susan Tessy Morel, Principal Secretary for Employment and Human Resource Planning

Sitting of 6 March 2026.

4.8. At the material time Ms. Morel was Chief Policy Analyst in the Ministry; she assumed office as Principal Secretary subsequently and compiled the Ministry's records on the Assomption applications at the Commission's request.

4.9. Ms. Morel explained the division of statutory responsibility in the gainful-occupation permit process. The Ministry of Employment and Human Resource Planning approves the post that a non-Seychellois worker is to occupy; it does not issue the work permit, nor does it approve the individual who will fill the post. The issue of the Gainful Occupation Permit ("GOP") itself is a matter for the Department of Immigration. The Ministry, in other words, approves posts; Immigration issues permits.

4.10. She set out the prescribed process of employing a foreign worker in two stages. First, the employer must advertise the position locally, in a newspaper, on three consecutive days, and may apply to the Ministry only where no suitable local job-seeker has come forward; the application must state the employer's details, the number of posts, the post titles, the duration, the salary level and the reasons a foreign worker is required, and must be accompanied by the vacancy advertisement, a valid business licence, the certificate of incorporation and a list of the projects to be undertaken (with proof of project where required). Second, once the Ministry issues its Certificate of Approval (valid for three months, renewable for a further three), the employer proceeds to the Department of Immigration to apply for the GOP. She confirmed that there are no exemptions from this process: "they have to" adhere to it, and the Ministry and Immigration should ordinarily operate as a "seamless" process.[60]

4.11. As to the Assomption applications, Ms. Morel gave the following chronology from the Ministry's records. The first application was made on 4 October 2024[61] by the IDC ("IDC") for 791 posts, predominantly construction workers (semi-skilled workers, shuttering carpenters, masons, joinery carpenters and painters). All 791 posts were granted on 31 October 2024[62], within about two weeks. Asked whether this was "super fast," she said the application was nevertheless dealt with within the ordinary 14-working-day timeframe. A

[60] Evidence of Ms. Morel, sitting of 6 March 2026, 10; and see the Ministry's standard Application Form for Employment of Non-Seychellois (Employment Act 1995, s 18(1)).
[61] IDC application dated 14 October 2024 (the figure of 4 October stated in evidence appears, on the documents, to be 14 October 2024).
[62] Ministry certificate of approval, reference LD/LMS/PARA/10, dated 31 October 2024; covering letter of the same date (787 new posts; 810 on the island), superseded by letter of 6 November 2024 (791 posts; 814 on the island).

further application followed on 20 March 2025,[63] approved on 11 April 2025;[64] and a further application on 2 June 2025,[65] approved in two batches on 10 June[66] and 17 June 2025.[67] The total approved for IDC, specifically for Assomption, came to approximately 1,450-1,457 posts.

4.12. Ms. Morel testified to three matters bearing directly on the Terms of Reference. First, she found no record or evidence of any pressure brought by IDC on the Ministry for the granting of the posts. Second, the permissions were mandated for IDC alone and for the work on Assomption: the certificate stated that the approval was for that project, and no variation had been applied for to post the workers elsewhere in Seychelles. Third, only one other Assomption-related request was received, for about two workers, but it was made following the Stop Notice and the approval was therefore not granted.

4.13. On compliance and monitoring, Ms. Morel accepted certain irregularities. The Ministry had carried out no site visits to inspect the workers' accommodation on the island; although the initial approval was conditioned on a visit being conducted with the Ministry of Health within four months, that visit was not undertaken, which she accepted was "unfortunate" and, when pressed, "irregular." She was unaware of the presence of a second workforce engaged by a separate company (UCC) carrying out plumbing and electrical works, and unaware that the two workforces were housed separately. She confirmed that workers approved for a particular employer should remain with that employer; subcontracting them to a different company, or moving them to a subsidiary such as GICC[68], would require the employer to inform the Ministry and would be reflected on the certificate, and she had come across no such notification; the Ministry's records disclosed one employer only, IDC.

(ii) Mr Alain Volcere, Principal Secretary, Department of Immigration and Civil Status

Sitting of 9 March 2026; received in camera.

4.14. Mr. Volcere, who had held office for some eight years, explained that Immigration deals with recruitment by reference to the employer rather than the project: the Gainful Occupation Permit is issued to the company, here IDC, and it is for IDC to decide to which of its operations, Assomption among others, that the worker is deployed to. He described the two-stage process in the same terms as Ms. Morel. The Ministry of Employment conducts the

[63] IDC application dated 28 March 2025.
[64] Ministry approval and certificate dated 11 April 2025 (17 posts), together with the Senior Construction Manager post approved without advertisement.
[65] IDC application dated 2 June 2025.
[66] Ministry 'critical list' approval dated 10 June 2025 (123 posts).
[67] Ministry certificate dated 17 June 2025 (reference LD/LMS/PARA/10); IDC consolidated schedule of the same date recording a grand total of 1,450 posts for Assomption.
[68] Green Island Construction Company, a subsidiary construction company of IDC which performs construction projects in Seychelles.

labour-market test and approves the posts and their number; Immigration, acting upon that approval, determines only whether the named individual is a fit and proper person to enter the country. He confirmed that the permit issued by Immigration does not itself record the project or place for which the worker is required: it names the employer and the occupation, for example, that IDC requires a mason, or a plumber but it does not state that the worker is for Assomption, any such tagging to a particular project being a matter for the employment approval and not for the permit.

4.15. With regard to monitoring, Mr. Volcere stated that he would not be surprised if no inspection of the workers' accommodation had taken place, as Immigration itself had never visited the island and usually only attended when reports of trouble had been made. The Commission noted that when it attended a site visit to Assomption it discovered that a number of workers, estimated at about 130 at the time of the visit and around 60 afterwards, had been admitted under Gainful Occupation Permits issued by IDC but had never worked for IDC; instead, they worked and continued to work for UCC, specialising in electrical and plumbing work for the villas. When questioned, Mr. Volcere admitted that this "would be a breach" of the regulations.

4.16. He was informed that on the Commission's observations, those workers were housed in containers without ventilation or air-conditioning. Mr. Volcere stated that this too "would be a breach," and one which the Ministry of Employment ought to have detected. He observed that the practical obstacle to oversight was that the island lay some two and a half hours distant and that access depended upon IDC, which was, in his words, "running the show there."

4.17. Asked whether workers holding permits obtained through IDC might lawfully be deployed to Green Island Construction Company ("GICC") and vice versa, which was neither contractor nor sub-contractor upon the Assomption project, Mr. Volcere accepted that this would be problematic and would amount to a breach, being a matter for the employment approval and the permit alike.

4.18. Mr. Volcere was asked about the speed at which the permits for Assomption had been processed. He confirmed, without qualification, that pressure had been brought to bear from the executive: for a project of this kind, he said, the permits would "of course" be expedited. He described the mechanism as a call from IDC, or from the Developer through IDC, representing the matter as a special project to which the executive attached considerable attention; the pressure, he explained, originated at State House, which would press IDC, and IDC in turn Immigration, though on occasion State House did not trouble to ask Immigration at all, "because we know it's coming from" there. He likened the practice to the expedition of permits for earlier projects said to be of national importance. He accepted that this pressure might explain why no inspection of the accommodation had been made before the permits were

granted, and reflected that the greater difficulty was the want of resilience among civil servants in the face of executive interference with their duties. He added that most of the permits recommended by the Ministry of Employment had been granted, and undertook to ascertain and provide the record of any that had been refused, so that it might be checked against the Ministry's figures.

(iii) Mr. Glenny Savy, former Chief Executive Officer, IDC

Sitting of 17 March 2026.

4.19. Mr. Savy gave evidence on the original manpower planning. At management level, the requirement had been estimated at about 500 to 550 workers for construction, with roughly a further 100 for landscaping and a further 100 for the loading and offloading of vessels, in total a request for perhaps 700 to 800 people. He explained that these were not all to be based on Assomption: some would be based on Mahé (preparing and pre-bending steel and formwork) and some on Desroches (carpentry), it being cheaper to prepare materials there than on Assomption.

4.20. On the question of why the GOPs were expedited, Mr. Savy said he believed the GOPs that were expedited were expedited "after my departure". When it was put to him that this had also occurred before his departure, he did not accept personal involvement. He explained that a GOP application specifies only the employer, typically "it will say, IDC, or Green Island" and does not specify the location; the Ministry would ask only for which project, to which IDC would answer "Assomption project," notwithstanding that components of that project were carried out on Mahé and Desroches.

4.21. Mr. Savy disputed Ms. Morel's evidence that inspection visits could not be made for want of flights, asserting that IDC had always provided flights when asked and that no such request had been refused. He accepted, however, the marked contrast between the workers' camps: while the IDC camp on Assomption was, in the Commission's own observation, clean and well maintained, the UCC unit was, as he accepted, strikingly inferior.

(iv) Mr. Cyril Bonnelame, Chief Executive Officer, IDC

Sitting of 12 January 2026.

4.22. Mr. Bonnelame confirmed that IDC was responsible for recruiting the workforce for the construction on Assomption and did so "through normal process": a list of requirements, advertisement, and, as and when approved, the workers were flown to the island. He stated that the ESIA had provided for approval of 500 workers; that at one point there had been "a bit above" 500

on the island, with a peak of around 560; and that 384 remained on the island as at the date of his evidence.[69]

4.23. Mr. Bonnelame confirmed that a separate workforce was engaged by UCC, which he described as the construction arm of the Developer, housed separately from the IDC workers, and that 60 UCC workers remained on the island.[70] He confirmed that the GOPs for all the workers on Assomption, including those working for UCC, were obtained through IDC.

4.24. He confirmed that, following the suspension of works, both workforces remained in situ, 384 IDC workers and 60 UCC workers, and continued to be fed and maintained by IDC (the cost being charged back to the Developer).

(v) Mr. Christian Lionnet, Deputy Chief Executive Officer, IDC

Sittings of 13 January 2026 and 31 March 2026.

4.25. Mr. Lionnet confirmed the worker figures from IDC's side. At the date the Stop Notice was issued there were 465 workers on the IDC side and 60 on the Developer's (UCC) side, a total of 525. As at the date of his later evidence, 384 remained on the IDC side and 60 on the Developer's side. He confirmed that it was IDC that applied for the GOPs for both workforces: "all GOP of all the workers on Assomption are GOP under IDC,"[71] an arrangement agreed with the new management of IDC by which IDC applied for the permits on UCC's behalf.

4.26. He gave evidence bearing on the location at which the permitted workers were deployed. Following the Stop Notice, and not knowing how long it would last, IDC "started pulling some workers to Mahé" to work on other IDC projects in order to minimise cost, and confirmed that the workers brought back to Mahé were then working for GICC and other interests of IDC.

(vi) Mr. Omar Al Salihi

Sitting of 16 March 2026

4.27. Mr. Al Salihi gave evidence as a representative of the Developer interests; the corporate structure he described placed the construction arm, UCC, under PIH. His evidence touching the workers and permits was at the level of rationale rather than process detail.

4.28. Mr. Al Salihi's evidence relevant to the Terms of Reference concerned the reason the entire labour and permit function was routed through IDC. He explained that the Developer was "entering a territory" of which it knew little, the island being some 1,300 kilometres from Mahé, and that it was therefore best to rely upon IDC, with its long established reputation in Seychelles. He

[69] Testimony of Mr. Bonnelamme, sitting of 13 January 2026.
[70] Page 28 of the evidence of Mr. Bonnelamme, sitting of 13 January 2026.
[71] Page 72 of the evidence of Mr. Lionnet, sitting of 13 January 2026.

added that "the challenges of sending labourers to another country will go through a process of approvals, testing, nationalities, all these things,"[72] so that the better course was to proceed through IDC and local arrangements, which he said was in any event stipulated in the lease agreement: no contractor other than IDC, or working under IDC, would be on the island, IDC being the ultimate decision-maker within the jurisdiction.

4.29. Beyond this rationale, Mr. Al Salihi gave no detail of the gainful-occupation process, of the applications, numbers or dates, or of any expedition of permits.

(vii) Mr. Abid Butt, former Group Chief Executive Officer, Assets

Sitting 16 March 2026.

4.30. Mr. Butt was Group CEO of Assets and the Developer's public face during the negotiation and early construction phase; he had since left. He was asked directly whether he had been given assurances by Mr. Savy, Mr. Georges, the President or Mr. Afif about the rushing of planning processes and the expediting of GOPs, and who had been doing the assuring. He denied being given any such assurances. He characterised the process as a risk the Developer undertook and which it sought to follow "to the T," having retained attorneys in Seychelles and placed one of its own colleagues there to ensure that the Developer understood and complied with the process and did not lose time through bureaucratic re-submissions. He added that if any assurances had been given that the project would go through, then, the project being stalled "whoever gave us assurances… did a terrible job."[73]

4.31. On the division of construction responsibility relevant to which entity employed the workforce, Mr. Butt confirmed that IDC was to carry out most of the civil (grey) works, while UCC, as a sister company of OBIL, would carry out the fit-out and exercise a supervisory oversight role in support of the project. He identified IDC and UCC as the only two significant entities relative to the construction itself.

4.32. Mr. Butt denied that any money had been paid to secure the project. Asked whether the Developer had been asked to make political contributions or had been "greasing palms" to get the work done, he stated that no monies had been paid to his knowledge and that the Developer had followed, and continued to follow, the process. His remaining evidence concerned the merits of the project and the employment it would generate for Seychellois, both during construction and in operation, and bears on other matters rather than on the lawfulness of the permits.

[72] At 29 minute of Mr. Al-Salihi evidence by virtual hearing on 16 March, 2026.
[73] At 45.02 minute of Mr. Butt's evidence by virtual hearing on 16 March 2026.

(viii) Ammar Hilal and Jahir Raihan of OBIL

Sitting of 12 January 2026, taken by video link.

4.33. OBIL's representatives, Mr. Hilal, and Mr. Raihan gave the most directly relevant evidence of the three Developer witnesses on the gainful-occupation permits. They confirmed that the GOPs for the workers were being obtained through IDC: in terms, "currently, we are getting all the GOPs through IDC."[74] They explained that the reason the Developer (through its Qatari based construction arm, UCC) had registered a local company in Seychelles, ("UCC Seychelles"). The reason was twofold: first, to enable the importation of equipment and materials under a proper corporate vehicle with the necessary tax, VAT and customs clearances; and second, in order to be able to apply for GOPs in its own right, since "we cannot apply for GOPs unless we have a registered company."[75] They stated that the intention was never to be the main contractor or civil contractor on the island, which was IDC's role, but in order to facilitate the project according to their internal protocols and the law of the project country.[76]

4.34. On the role of UCC, the representatives described it variously as a construction-management company present on the island with a small number of personnel to validate IDC's claimed progress and construction costs, and as the entity engaged by Assets to carry out the finishing and mechanical (MEP) works. They were emphatic that it had never been the Developer's intention that UCC be the main or civil contractor, that being IDC's role under the lease agreement, "IDC is the main contractor as per the lease agreement," and that UCC, "from far away from this part of the world," could not and would not be given the construction role.[77]

4.35. As to the number of workers and their position following the suspension of works, the representatives stated that approximately 500 workers remained on Assomption notwithstanding the Stop Notice of November 2025, and that they remained in situ because an informed decision had been taken to keep them rather than incur the high cost of airlifting them out, in the expectation that the Stop Notice would be lifted swiftly. They confirmed that IDC pays for the workers' food, accommodation and maintenance and that the Developer reimburses IDC. The total holding cost was put at a ballpark figure of about US$300,000 per day, inclusive of four idle barges and the island mobilisation.

(ix) Ms. Angela Servina, Chief Executive Officer, Seychelles Planning Authority

Sitting of 12 January 2026.

[74] At 1:01:37 minute of the evidence of Mr. Hilal at the virtual hearing of 12 January 2026.
[75] ibid.
[76] OBIL testimony, 12 January 2026,p. 34.
[77] ibid.

4.36. Ms. Servina gave evidence that UCC had applied for a construction licence but was refused because the Headlease confined the right to do construction on the outer islands to IDC. She stated that she informed UCC Seychelles that they did not need a Class 1 construction licence to do the finishing, MEP and landscaping work, and so denied the request for the licence.[78] She confirmed that they had applied for and had the approval for their workers' accommodation. She described that there was a discrepancy between the number of employees permitted on the island under the NOA and the number of worker accommodations applied for, and that this had been remedied by MACCE by ensuring that the actual number of employees on island did not exceed the amount permitted under the NOA.[79]

4.37. Relating to the lawfulness of the later GOPs obtained by IDC. She stated that IDC had made an application to the Ministry of Employment for GOPs for newly approved workers, but that the Planning Authority "advised the Ministry not to grant the GOP." Her reasoning was that, the works having been suspended, there was no work for the additional workers to perform and therefore no need to bring them to the island; the matter was, as she understood it, accordingly on hold. The request, she clarified, was not for an increase beyond the numbers already approved but was based on the approval previously given.

(x) Mr. Wavel Ramkalawan.

Sitting of 18 March 2026

4.38. Mr. Ramkalawan identified the Ministers responsible for the authorities that issued GOPs during his tenure: the Minister of Employment (Mrs. Patricia Francourt) and, for Immigration, Minister Roy Fonseca. He was asked directly whether, during a visit to Assomption, he had guaranteed that the GOPs required for the construction would be expedited. He initially denied any involvement in GOPs, stating that he was "never involved in GOPs" and that there was "no way" he could expedite them.

4.39. It was put to him that the minutes of an IDC/UCC meeting of 17 June[80] recorded that he had promised Mr. Bonnelame that he would expedite the GOPs. His response developed his position materially. He explained that IDC had already been allocated the agreed number of workers for the island; that where, for example, 400 workers had been agreed and only 200 were present, he had said that he "would speak to the relevant Minister and say, what is happening?" - to ask whether the outstanding GOPs could be obtained. He maintained that this "was not breaking the law or asking for anything extra," being within the agreed quota, and that he had taken into account the harsh

[78] Testimony of Angela Servina,12 Jnauary 2026, p.76.
[79] ibid 76–79.
[80] Minutes of the IDC/UCC meeting of 17 June 2025.

conditions on the island and the urgency of the works (materials having rapidly rusted in the monsoon).

4.40. In his own words, because there were "GOPs that had not yet been processed", he "saw it as a necessity" to "get these GOPs expedited" so that the workers could go to the island and carry out the work. When it was put to him that both officials of the Ministries of Employment and Immigration had stated that they received instructions "directly from the top" to ensure that the GOPs were granted, Mr. Ramkalawan did not deny it; his answer was that this was so because the workers were "not exceeding their quota" and "it was within the quota, just to ensure that they got the workers."[81]

PART III — DOCUMENTARY EXHIBITS

4.41. The principal documentary exhibits material to the employment of non-Seychellois workers, and to compliance with the relevant permissions, are listed below, with a short summary of each. They are of two kinds: the post-approval record of the Ministry of Employment and Human Resource Planning ("the Ministry"), produced to the Commission by Ms. Morel; and the register of Gainful Occupation Permits of the Department of Immigration and Civil Status ("Immigration"), produced by Mr. Volcere.

A. The Ministry of Employment post-approval record (IDC, Assomption)

4.42. A bundle comprising the Ministry's certificates of approval (reference LD/LMS/PARA/10), the covering letters that accompanied them, the section 18(1) application forms completed by IDC, and the newspaper advertisements relied upon were produced to the Commission by Ms. Morel. The bundle discloses three successive applications and approvals in respect of the Assomption project:

4.43. The first, an application of 14 October 2024, was approved by certificate of 31 October 2024; the covering letter of that date stated 787 new posts, making a total of 810 workers on the island, a figure corrected by a superseding letter of 6 November 2024 to 791 posts, or 814 on the island, with a separate certificate of the same date for four A/C Technician posts said to have been omitted from the first.

4.44. The second, an application of 28 March 2025, was approved on 11 April 2025 for 17 posts, together with a single post of Senior Construction Manager which, upon IDC's own letter, had not been advertised.

4.45. The third, an application of 2 June 2025, was approved in two parts: a "critical list" of 123 posts approved first, on 10 June 2025, and the principal certificate

[81] Page 21 of Volume II of testimony of Mr. Ramkalawan, sitting of 18 March 2026.

of 17 June 2025. IDC's consolidated schedule of 17 June 2025 records a total of 1,450 posts approved for IDC in respect of Assomption.

B. The Employment Ministry's revalidation record

4.46. The record of two revalidations of the certificate of 17 June 2025. By letter of 24 September 2025, IDC sought a further three months in which to recruit; the breakdown then provided recorded, as at 17 September 2025, 317 posts approved, 200 recruited and 117 outstanding. By letter of 23 October 2025 the Ministry extended the certificate to 17 December 2025 in respect of 114 posts, the breakdown recording 482 approved, 368 recruited and 114 outstanding.

4.47. The Commission notes that a substantial proportion of the posts approved, of the order of one third, remained unrecruited several months after approval, and that the validity of the certificate was twice extended at IDC's request so that the balance might still be brought in.

C. The Immigration Gainful Occupation Permit register (IDC)

4.48. A register (Excel sheet) was exported by Immigration on 6 January 2026 comprising 1,195 Gainful Occupation Permits, each bearing a permit number in the "EXE…/2025" series and each naming IDC as employer, the name of the company appearing in numerous variant spellings.[82] Every permit is of the type recorded as "Exempted." Of the holders, 1,191 are recorded as male and four as female; 1,070 of the 1,195 are of Indian nationality; and 1,060 are classified to construction, 106 to tourism and 29 to services. The principal categories are semi-skilled worker (506), shuttering carpenter (142), mason (113), joinery carpenter (95), painter (67) and steel fixer (21), the remainder being a small number of professional, supervisory, marine and hospitality posts.

D. The pattern of permit issuance by date

4.49. The 1,195 permits were issued on 96 separate dates between 7 January and 31 December 2025. They were not issued evenly. A first group of 481 permits was issued between January and April 2025; no permit was issued in May 2025; a second and larger group of 510 permits, being some 42.7 per cent of the whole, was issued in June and July 2025 alone, the busiest days being 25 June (60), 3 July (51) and 7 July (50); and a third and diminishing group of 204 permits was issued between August and December 2025. The concentration in June and July 2025 follows the Ministry's approvals of that June and falls within the period to which the evidence on expedition relates.

[82] Excel sheet retained by the Commission for its records.

E. The Planning Authority's advice on further GOPs

4.50. Advice was given by the Seychelles Planning Authority to the Ministry that further Gainful Occupation Permits ought not to be granted while the works were suspended, there being no work which the additional workers might lawfully perform. This matter is dealt with more fully in Chapter V, to which the reader is referred; it is recorded here only so far as it bears upon the lawfulness of the later permits.

F. Worker-number records and the position on suspension

4.51. The returns and oral evidence as to the number of non-Seychellois workers in fact present on Assomption at the material datesare as follows: a peak of about 560 on the IDC side; 465 on the IDC side and 60 on the Developer's (UCC) side, a total of 525, at the date of the Stop Notice in November 2025; and 384 on the IDC side and 60 on the Developer's side remaining at the dates of the evidence early in 2026. The same material establishes that both workforces remained on the island throughout the suspension of the works, fed and maintained by IDC at a cost charged back to the Developer and put by the Developer's representatives at a figure in the region of US$300,000 a day.

G. The corporate status of UCC (Sey)

4.52. The Commission received the company documents from the Companies Registry for Urbacon Trading and Contracting Limited ("UCC Sey"). UCC Sey was incorporated on 1 February 2024 with company number 8436562. It was incorporated by two Qatari-based limited liability companies, Urbacon Trading and Contracting WLL and Urbacon Holding Company WLL. The objects of UCC Sey are to carry on the business as "builders, property Developers, civil, mechanical and labour contractors,… importers, exporters and manufacturers…" amongst other things. The Commission has confirmed that UCC Sey does not require any licence to perform the mechanical, electrical and plumbing work (MEP), landscaping and other associated work that it is doing on Assomption.

PART IV — A CHRONOLOGY OF THE EMPLOYMENT AND PERMIT PROCESS

4.53. Drawing the employment-related strands of the evidence together, the chronological sequence which emerges from the witnesses and the documents is as follows.

i. In June 2024, UCC Qatar created a company, UCC Seychelles for the purpose of facilitation of the project, primarily importing machinery, and employing workers. They applied for and were denied a Class 1 construction licence, and were informed that they did not need one to do the work that they would be doing. The GOPs for their employees were processed through IDC.

ii. Between August and October 2024 IDC advertised a range of construction and related posts for the Assomption project in the Seychelles Nation, the advertisements describing the positions as being upon the Outer Islands for a period of two years.

iii. By application of 14 October 2024, IDC sought the Ministry's approval of posts to be occupied by non-Seychellois upon the Assomption project. The Ministry approved them by certificate of 31 October 2024; the covering letter of that date recorded 787 new posts, making 810 workers on the island. A superseding letter of 6 November 2024 corrected the figure to 791 posts, or 814 on the island, and a further certificate of the same date approved four A/C Technician posts said to have been omitted from the first.

iv. From January 2025, the Gainful Occupation Permits began to issue from Immigration upon the strength of the Ministry's approvals. In the first group, between January and April 2025, 481 permits were issued, the busiest days being 10 January (72) and 26 February 2025 (81).

v. By application of 28 March 2025 IDC sought a further tranche, which the Ministry approved on 11 April 2025 to the extent of 17 posts, together with a single post of Senior Construction Manager. That post, corroborated by IDC's own letter, had not been advertised, the reasons given being the technical nature of the position and the urgency of the candidate's need on Assomption.

vi. No GOP was issued in May 2025.

vii. By application of 2 June 2025 IDC sought a substantial further tranche. The Ministry approved a "critical list" of 123 posts first, on 10 June 2025, the principal certificate following on 17 June 2025. On 17 June 2025, IDC and the Developer's representatives met; the minutes of that meeting record that the former President promised Mr. Bonnelame that he would expedite the permits.

viii. There followed the second and larger group of permits: 510 were issued in June and July 2025 alone, being some 42.7 per cent of all those in the register, the busiest days being 25 June (60), 3 July (51) and 7 July 2025 (50). IDC's consolidated schedule of 17 June 2025 records a total of 1,450 posts approved for IDC in respect of Assomption.

ix. The number of workers on the island rose to a peak of about 560 on the IDC side. A separate workforce of some 60 workers engaged by the Developer's entity, UCC, was also present, housed in a camp of its own; the permits for that workforce were, by arrangement, applied for by IDC, so that the Ministry's records disclosed but one employer.

x. By letter of 24 September 2025, IDC sought a three-month revalidation of the certificate of 17 June 2025; the breakdown, recorded as at 17 September

2025, showed 317 posts approved, 200 recruited, and 117 outstanding. By letter of 23 October 2025, the Ministry extended the certificate to 17 December 2025 in respect of 114 posts, the breakdown recording 482 approved, 368 recruited and 114 outstanding.

xi. In November 2025, a Stop Notice was issued in respect of the works. On that date, there were 465 workers on the IDC side and 60 on the Developer's side, a total of 525.

xii. After the Stop Notice IDC applied to the Ministry, upon the strength of the existing approval, for permits for further workers. The Planning Authority advised the Ministry not to grant them, there being no work which the additional workers might lawfully perform, and the approval was accordingly withheld. A separate request for about two further workers was made after the Stop Notice and was likewise not granted.

xiii. Both workforces, nonetheless, remained on the island during the suspension of the works, fed and maintained by IDC at a cost charged back to the Developer. IDC also began returning some of the permitted workers to Mahé, where they worked for GICC and other IDC interests. At the dates of the evidence early in 2026, 384 IDC workers and 60 UCC workers remained on the island.

PART V — CONSIDERATION OF THE EVIDENCE AND FINDINGS

4.54. The Commission now considers the factual matters set out above by reference to the law of Seychelles governing the employment of non-Seychellois workers and the relevant permissions, approvals and licences, principally the Employment Act and the subsidiary instruments governing gainful occupation permits, the Immigration Decree and the regulations made thereunder, and the conditions of the planning permission and NOA bearing upon worker numbers. The findings are made on the balance of probabilities and are confined to those matters falling within the employment-and-permissions limb of the Commission's Terms of Reference.

A. The lawful process for the gainful occupation of non-Seychellois workers

4.55. The lawful employment of a non-Seychellois in the Republic rests upon two permissions, granted by two authorities. The first is the approval of the post under the Employment Act and the instruments made under it: the Ministry approves the post which a non-Seychellois is to occupy, upon proof that the local market has been tested by advertisement for three consecutive days and that no suitable Seychellois has come forward, and upon production of the prescribed documents. The Ministry's Certificate of Approval is valid for three months, renewable for a further three. The second is the GOP itself, issued by the Department of Immigration and Civil Status under the Immigration

Decree 1979, for which the employer may apply only upon, and in the terms of, the Ministry's certificate. The Ministry approves the post; Immigration issues the permit; and there is no exemption from the process.

4.56. To that statutory scheme, the National Labour Migration Policy[83] is now added. The Policy states the principles by which the administration of the regime is to be judged: that labour migration be managed openly and upon a genuine and demonstrated need; that the testing of the local market be real and not merely formal; that the conditions attached to an approval, including those touching the accommodation and welfare of the workers and the monitoring of both, be observed; and that the decisions be taken by the responsible authority upon their merits and free of improper influence. The Commission has measured the conduct in this matter against the Employment Act, the Immigration Decree 1979, and the Policy standards alike.

4.57. The standard against which the conduct falls to be measured is accordingly this: that a post be approved only after a genuine test of the local market and upon the prescribed documents; that a permit issue only upon, and within the terms of, that approval; that the conditions of the approval, including the monitoring of accommodation and welfare, be treated as binding; that the worker be employed only in the post, for the employer, and, where the approval is given for a particular project, upon that project; and that each decision be taken by the responsible authority upon its merits and free of executive or other undue influence.

B. Whether the prescribed process was followed

4.58. The Commission finds that the process was, in its outward form, observed in respect of the greater part of the IDC workforce. The posts were advertised in the Seychelles Nation; the applications were made to the Ministry upon the prescribed form; the certificates of approval were issued under reference LD/LMS/PARA/10; and the permits were issued by Immigration upon the strength of those certificates. To that extent, the Commission accepts the evidence of Ms. Morel and of Mr. Volcere that the applications were dealt with, and the permits granted, in accordance with the approvals.

4.59. The Commission finds, however, that the process was not in every respect observed. The post of Senior Construction Manager was, upon IDC's own letter of 28 March 2025, approved without having been advertised at all, the reasons given being the technical nature of the position and the urgency with which the candidate was required; that was a departure from a requirement which Ms. Morel described as admitting of no exemption. Further, the record does not speak with one voice upon the most elementary matter in the case, namely the number of posts approved in the foundational tranche of October

[83] Seychelles National Labour Migration Policy, Ministry of Employment, Immigration and Civil Status Employment Department, October 2019.

2024, which is variously given as 889 in the certificate, 787 in the letter of 31 October, and 791 in the superseding letter of 6 November, with four further posts approved as having been omitted from the first certificate. A process in which the number of posts approved cannot be stated consistently upon the very instruments by which they are approved was not one administered with the rigour the Act requires.

4.60. The Commission further finds that the approvals were given and the permits issued without the inquiry into accommodation and welfare that the approvals themselves required. Each certificate was made conditional upon a visit by the Employment Department and the Ministry of Health within four months. Ms. Morel accepted, with candour, that no such visit was ever made. The condition was thus imposed but not enforced, and the permits were in that respect granted upon a footing on which the Ministry's own condition had not been satisfied.

4.61. The Commission notes, further, that every one of the 1,195 permits exported from the Immigration register bore a permit number in the "EXE…/2025" series and was recorded as of the "Exempted" type, so that the entire Assomption workforce was admitted under that single classification. No explanation of the basis on which the "Exempted" class came to be applied to the whole of the workforce, or of the requirements which that class is understood to dispense with, was placed before the Commission. The Commission makes no finding that the classification was unlawful, the material before it being insufficient for that purpose. It finds only that the wholesale admission of the workforce under the "Exempted" class is, on the evidence, unexplained, and that it raises a question which the Commission has been unable to resolve, namely whether that class was correctly applied and whether its use served to abridge the ordinary requirements of the gainful-occupation process. The Commission returns to the matter in its recommendations.

4.62. The Commission notes that it became aware during the process that IDC's own head project manager was working on Assomption under a GOP issued to GICC, which was a breach of the relevant statutory provisions.

C. Whether processes were bypassed, abridged or expedited

4.63. The Commission finds that the issue of the permits was expedited, and that this appears not from inference alone but upon the face of the documents and the evidence. The Ministry itself divided the approval of June 2025 so that a "critical list" of 123 posts was approved first, on 10 June, in advance of the principal certificate of 17 June. IDC's correspondence repeatedly urges that the matter be treated with urgency. And the register discloses the result: 510 of the 1,195 permits, some 42.7 per cent of the whole, issued in June and July 2025 alone, immediately after a month, May 2025, in which not a single

permit had issued. The Commission is satisfied that this represents a deliberate and concentrated expedition of the June 2025 tranche, and not the ordinary working of a routine process.

4.64. The Commission finds that one step was not merely expedited but passed over altogether, namely the approval of the post of Senior Construction Manager without any advertisement, already mentioned above. The Commission does not find that the turnaround of about fourteen days in the October 2024 tranche was, of itself, improper; Ms. Morel's evidence that it fell within the ordinary period is accepted. The expedition which the Commission finds established is that of the June 2025 tranche, and it is to the question by whom it was procured that the Commission now turns.

D. Whether executive or other undue influence was brought to bear

4.65. The Commission has approached the question of undue influence with care. A finding against the conduct of a named person is a grave matter, and although the standard remains the balance of probabilities, the weight of the evidence required answers to the seriousness of what is alleged. The Commission has borne in mind, too, that to intervene in order to secure that to which a person is already lawfully entitled is not, without more, unlawful.

4.66. Upon the evidence, the Commission finds that executive influence was in fact brought to bear upon the permit process in June 2025. The former President, Mr Ramkalawan, at first denied any part in it, saying that he was "never involved in GOPs" and that there was "no way" he could expedite them. When the minutes of the meeting of 17 June 2025, recording his promise to Mr. Bonnelame to expedite the permits, were put to him, his account changed. He accepted that he had "saw it as a necessity" to "get these GOPs expedited," and that he would "speak to the relevant Minister." When it was put to him that officials of both the Ministry of Employment and Immigration had said that they received instructions "directly from the top" (which, admittedly could mean the President or the Ministers) that the permits be granted, he did not deny it; his answer was that this was so because the workers were within the quota. The evidence of Mr Volcere, Principal Secretary for Immigration, was to like effect, and came from the issuing authority itself: he confirmed that pressure to expedite the Assomption permits had been brought to bear from the executive, that it originated at State House and was conveyed through IDC, and that the issuing authorities acted upon that understanding, on occasion without any direct request having been made of them, knowing whence the pressure came.

4.67. The Commission finds, upon the balance of probabilities, that the former President intervened, personally or through instructions to his Ministers, to procure the expedition of the June 2025 permits, and that officials of the issuing authorities understood themselves to be acting upon instruction from

the top. The Commission accepts that the intervention was directed to securing workers within an allocation already approved, and not to procuring approvals beyond the quota; to that extent, the former President's account is accepted. But the Commission does not accept that an intervention of this character is therefore unobjectionable. The objection lies not in the number of the workers but in the fact of executive intervention in the decisions of authorities, which the law requires to act of their own judgment. An instruction from the top that a permit be ensured trespasses upon that independence, whether or not the entitlement exists, for it puts the will of the executive in the place of the authority's own assessment, and it is apt to undermine confidence that the regime is administered without fear or favour.

4.68. This is a finding against the conduct of the former President in intervening as he did, and against the readiness of the issuing authorities to be so directed. It is not a finding that the responsible Ministers or officials acted in bad faith or for gain, and the Commission makes no such finding. The Commission records, too, that Mr. Butt denied for the Developer that any money had been paid, or any palm greased, to secure the project, and the Commission has seen no evidence of any corrupt payment with regard to GOPs. The influence which the Commission finds established was executive and political, and not pecuniary.

4.69. The Commission also accepts the evidence of officers from the ministries of Employment and Immigration, that Mr. Savy and IDC personnel were also "pushy" with regard to attempting to expedite approvals. Such pressure may not immediately appear improper as IDC is a Company operating a commercial enterprise with a legitimate interest in the development project. However, the CEO and Deputy CEO of IDC are public officers entrusted by the government to operate a public enterprise and therefore, governed by the laws and ethical responsibilities of public officers.[84]

4.70. No finding of improper conduct is made here, because, in the Commission's opinion, the reported conduct of IDC as "pushy," without more, does not pass the threshold of attempting to influence other officials in their decision making functions and their status in the overall governance structure does not render any attempts to influence difficult to resist by government employees in ways that high executive interference would.

E. The status of UCC Sey and the routing of its workforce through IDC

4.71. A discrete matter, bearing upon several of the findings above, is the position of the entity variously called "UCC" or "Urbacon". The representatives of OBIL explained that they had sought to have UCC Sey registered as a company in Seychelles for two reasons: to import equipment and materials through a proper corporate vehicle with the necessary clearances; and, in their own

[84] Including under the Public Enterprises Act 2023 and the Public Officers' Ethics Act 2008.

words, in order to be able to apply for the permits in its own right, since "we cannot apply for GOPs unless we have a registered company." That is a correct statement of the position. Yet upon the evidence UCC Sey did not apply for any permit in its own name.

4.72. It would appear that they were advised to apply for GOPs through IDC, although UCC Sey, being properly registered, would have been permitted to employ persons and apply for their GOPs given that MEP work is not a licensable activity under the Licences (Miscellaneous Services) Regulations, 2011. Moreover, MEP and landscaping work is not exempted activity for non-Seychellois under the Seychelles Investment (Economic Activities) Regulations, 2022.[85] The permits for the whole of its workforce were taken out by IDC, so that the Ministry's records disclosed but one employer, and the Ministry was, upon Ms. Morel's evidence, unaware that a second and separate workforce existed at all.

4.73. The Commission finds that this arrangement, whatever its commercial convenience, was irregular. Workers were, in fact, engaged by and working for UCC Sey, admitted under permits approved for IDC's project, and recorded against IDC alone. This concealed from the Ministry the identity of the true employer of some sixty workers, which number was higher at some points during the construction.

4.74. The Ministry has confirmed by separate questioning, that this kind of arrangement sometimes occurs when a Seychellois company subcontracts to another company, however it is difficult for the Ministry to detect. Either way, the routing of the UCC Sey workforce through IDC obscured the true position from the authority charged with approving it. From the Ministry's point of view those employees are the legal responsibility of IDC, which put itself out as being their employer in Seychelles.[86] Any legal failures with regard to the standards of housing or treatment of those employees attach to IDC. It is responsible for ensuring the fair, legal and constitutional treatment of those foreign workers in Seychelles. Any claims for injury, harm, or breaches of contract would similarly attach to IDC under Seychelles' regulatory scheme.

4.75. Consideration of the representations of the Islands Development Company: the routing of the UCC Sey workforce. The Board of IDC, in its written representations, acknowledged that the Gainful Occupation Permits in respect of the workers engaged by UCC had been processed and recorded against IDC. It said that it was not in a position to speak to what the Ministry of Employment had or had not been told, or had or had not been aware of, at the material time; it gave the Commission its assurance that it was taking steps to disassociate the contractor's workforce from IDC's permits and to ensure that future applications accurately recorded the employing entity; and it submitted

[85] Seychelles Investment (Economic Activities) Regulations, 2022, SI 76 of 2022.
[86] Confirmed by Ms. Susan Morel, PS, Ministry of Employment on 5 June 2026.

that, while it accepted its own obligations as an employer, the statutory responsibility for the monitoring and enforcement of occupational welfare lay with the competent public authorities and not with IDC, so that any assessment of its conduct should distinguish its obligations as employer from the separate enforcement functions of the regulators.

4.76. The Commission accepts the distinction the Board draws, and has itself drawn it. Its finding is not, and has never been, that IDC's Board acted in bad faith or set out to deceive the Ministry; the word used in this Chapter, that the arrangement concealed the true employer, describes its effect upon the Ministry's records, which disclosed but one employer where there were in truth two, and not a deliberate deception on the Company's part. The Commission has throughout treated the irregularities in the permit process as failures of system rather than as the fruit of bad faith, and it makes no finding of bad faith against IDC upon this head. The Commission also accepts that the monitoring and enforcement of welfare conditions is, in the first place, the statutory function of the Ministry, whose failure to make the inspection its own approvals required the Commission has separately recorded.

4.77. None of this, however, displaces the finding. Having taken out the permits, and having held itself out to the Ministry as the employer of the workers so admitted, IDC was the employer on record, and it bore, and bears, the employer's own obligations for the lawful and humane treatment of those workers; those obligations are not answered by the existence of a separate enforcement function in the regulator, and the Commission has found, and repeats, that the legal responsibility for the welfare of the UCC Sey workforce attached to IDC. The Commission welcomes the Board's undertaking to regularise the position, by disassociating the contractor's workforce from its permits and ensuring that future applications record the true employer, and regards that undertaking as the proper remedy for the irregularity found. Subject to the clarification that the routing of the UCC Sey workforce through IDC imports no finding of deliberate concealment by IDC or the Developer, the Commission maintains its finding that the arrangement obscured the identity of the true employer from the Ministry charged with approving it, and that IDC, as the employer on record, bore responsibility for the workers so admitted.

F. The worker-number cap and GOPs granted against it

4.78. The relation between the permits granted and the cap upon worker numbers imposed under the NOA is dealt with fully in Chapter V, to which the reader is referred, and the Commission makes its principal findings upon the cap there. For the purposes of this Chapter it records only the following. The Ministry approved posts for IDC towards a total of 1,450 for Assomption; its own correspondence of October 2024 reckoned a running total upon the island of 810, and then 814; Immigration issued 1,195 permits.

4.79. The Commission finds that the posts and the permits were approved and issued by reference to the labour said to be needed for the project, and not by reference to, nor in any reconciliation with, the cap upon worker numbers imposed as a condition of the environmental authorisation. There is no evidence that either the Ministry or Immigration had the cap in mind when approving the posts or issuing the permits, or that any means existed by which to ensure that the number authorised for gainful occupation did not exceed the number permitted upon the island. This want of any connection between the two regimes, that of employment and immigration on the one hand and that of planning and environment on the other, the Commission regards as a failure of the system, to which it returns in its recommendations and in Chapter V.

G. Conduct during the suspension of works

4.80. The Commission finds that, after the Stop Notice of November 2025, both the IDC and the UCC Sey workforces remained on Assomption, notwithstanding that the work they had been admitted to perform had been stopped. The Developer's representatives explained that they had taken a commercial decision to keep the workers rather than bear the cost of taking them off and bringing them back, in the expectation that the suspension would be short. The Commission makes no adverse finding as to the treatment of the workers in this period.

4.81. Two matters, however, do give the Commission concern. The first is that IDC applied for further permits, upon the strength of the existing approval, after the works had been stopped; the Planning Authority rightly advised that they not be granted, there being no lawful work for the additional workers, and the Ministry rightly withheld them. That the application was made at all, the works having been stopped, shows how little the permit regime is tied to the lawfulness of the work to be done. The second is that IDC removed some of the permitted workers to Mahé, where they worked for GICC and other interests of IDC. Upon Ms. Morel's evidence, the approvals were given for the Assomption project, and any deployment to a different employer or project required notice to the Ministry, of which there was none.

4.82. The Commission finds that the removal of Assomption workers to other operations of IDC, without notice to or variation by the Ministry, was a departure from the terms upon which the posts had been approved. Mr. Volcere's evidence was to the same effect: he accepted that the deployment to GICC of workers admitted upon permits obtained through IDC, GICC being neither contractor nor sub-contractor upon the project, would amount to a breach, and one engaging the employment approval and the permit alike.

4.83. The Commission records also the condition of the UCC Sey camp, which Mr. Savy accepted to be much inferior to that of IDC. Given that the Ministry never

made the visit its own approvals required, and was unaware even that the separate UCC Sey workforce existed, this discloses a failure of oversight of welfare, to which the Commission returns in its recommendations. The failure was the more striking in that these deficiencies came to be observed not through the inspection of the approvals required, but by the Commission's own visit to Assomption and observation of UCC Sey workers as housed in containers without adequate ventilation or air-conditioning. The workers were standing and laying around outside because it was too hot to remain within their quarters. These are conditions which the Ministry of Employment ought to have detected, and IDC ought to have remedied as employer on record.

H. General findings on the pattern of conduct

4.84. Drawing these findings together, the Commission finds that the employment of non-Seychellois upon the Assomption project was, in its broad shape, carried through the lawful two-stage process, but that the process was attended by a number of irregularities and by one material instance of executive intervention. The outward steps were for the most part taken; but a post was approved without advertisement; the foundational figure could not be stated consistently; the condition as to monitoring was imposed and not enforced; a second workforce, engaged by a wholly foreign-owned company, was present upon permits taken out in the name of another, of which workforce the Ministry knew nothing; workers approved for the project were removed to other work without notice to the Ministry; and the June 2025 tranche of permits was expedited following intervention from the high executive.

4.85. The Commission considers these failures, for the most part, to be failures of the system rather than the fruit of bad faith in any individual. The officials of the Ministry and of Immigration appear to have administered the regime as they understood it, and the Commission records in particular the candour of Ms. Morel, who made several admissions against the interest of her own Ministry, as it does that of the Developer's witnesses. The systemic failures, namely the absence of any reconciliation between the permit regime and the environmental cap; the treatment of approvals given for a particular project as though they travelled with the worker to other work; the failure to enforce the conditions touching welfare; and the readiness of authorities meant to be independent to act upon executive instruction, are failures of arrangement and of habit.

4.86. The single finding of individual conduct the Commission makes is that the former President intervened, directly or indirectly, to expedite the issuance of the June 2025 permits, and that the issuing authorities acted, or understood themselves to act, upon his instructions. The Commission makes plain, as it has elsewhere in this Report, that a finding of failure in an institution is not of itself a finding of bad faith in an individual, and that, save in the one respect

just stated, it makes no finding of bad faith against any official, Minister or company.

PART VI — RECOMMENDATIONS

4.87. The Commission, having made the findings set out in Part V above, now turns to its recommendations. The recommendations are addressed in turn to the institutions identified below, and are directed at preventing the recurrence of the patterns of conduct identified in Part V, and at securing the lawful and independent administration of the gainful-occupation and immigration regimes.

A. Recommendations to the National Assembly (legislative reform)

4.88. *Recommendation 1:* That the Employment Act and the instruments made under it, and the Immigration Decree 1979, be amended to require that any communication from the Office of the President, from a Minister, or from their staff, touching a particular approval or permit, be recorded in writing upon the file and be open to the inspection of the National Assembly; and to provide in terms that decisions upon approvals and permits are to be taken by the responsible authority upon their merits and free of direction.

4.89. *Recommendation 2:* That the legislation be amended to provide that, where an approval or permit is given for a particular project or place, the worker may not be deployed to another de facto employer, even within the same group of companies, save upon fresh application to, and variation by, the Ministry; and that the deployment of a worker otherwise than in accordance with the approval be made an offence.

4.90. *Recommendation 3:* That the legislation require the number of posts approved and permits issued for a development to be reconciled with any cap upon worker numbers imposed under the planning or environmental authorisations for that development, and prohibit the issue of permits in excess of any such cap.

B. Recommendations to the Office of the President

4.91. *Recommendation 4:* That the Office of the President adopt and publish a standing instruction that neither the President nor his staff will intervene in, or communicate with the issuing authorities upon, any particular approval or permit, and that any representation touching such a matter be put in writing and placed upon the file.

C. Recommendations to the Minister responsible for Employment

4.92. *Recommendation 5:* That the Minister responsible for Employment ensure that the conditions attached to certificates of approval, and in particular the requirement of a visit to inspect accommodation and welfare, are treated as

binding and are in fact observed; and that he report to the National Assembly each year upon the number of approvals given, permits issued and visits made.

D. Recommendations to the Ministry of Employment / issuing authority

4.93. *Recommendation 6:* That the Ministry keep a single and consistent record of the number of posts applied for, approved, and made the subject of permits, for each employer and project, so that the number approved may be stated alike upon the certificate, the covering letter and any schedule.

4.94. *Recommendation 7*: That the Ministry approve no post which has not been advertised as required, and record upon the file the test of the local market made for every post approved; and that the practice of approving a post upon grounds of urgency or of the technical nature of the position, without advertisement, cease.

4.95. *Recommendation 8:* That the Ministry make, and record, the visits which its own approvals require, together with the Ministry of Health, and satisfy itself as to the identity of every employer in fact engaging workers upon a site, including any sub-contractor.

E. Recommendations to the Department of Immigration and Civil Status

4.96. *Recommendation 9:* That the Department of Immigration and Civil Status issue a Gainful Occupation Permit only upon, and within the terms of, a current Certificate of Approval, and record the date of issue of every permit against the certificate upon which it rests, so that the relation between approvals and permits may be examined.

4.97. *Recommendation 10*: That the Department examine the use of the "Exempted" class of permit, under which the whole of the Assomption workforce was admitted, and satisfy the National Assembly that the class was lawfully applied and did not serve to abridge the ordinary requirements of the process.

F. Recommendations to the Planning Authority and the Department of Environment

4.98. *Recommendation 11:* That the Planning Authority and the Department of Environment establish, with the Ministry of Employment and with Immigration, a means of communicating any cap upon worker numbers imposed under a planning permission or NOA, so that no approval or permit be given which would carry the number upon a site beyond the figure permitted.

G. Recommendations to the IDC and the Developer

4.99. *Recommendation 12*: That IDC and the Developer ensure that workers approved and admitted for a particular project are employed only upon that project, and by the employer named in the approval, and are not removed to other operations save upon a variation first obtained from the Ministry.

4.100. *Recommendation 13:* That IDC and the Developer ensure a like standard of accommodation and welfare for all workers upon a site, whichever entity engages them, and make provision for the orderly return of workers where the works are suspended and no lawful work remains.

H. Recommendations to the Attorney General

4.101. *Recommendation 14:* That the Attorney General consider whether the matters set out in Part V, and in particular the approval of a post without advertisement, the removal of workers approved for a project without variation, the engagement of a workforce by a foreign-owned company upon permits taken out in the name of another, and the failure to observe the conditions of approval, amount to offences under the relevant provisions of the Employment Act and the Immigration Decree 1979. The Commission expresses no concluded view upon the liability of any person, and records only that the breaches it has identified are, upon the evidence, capable of amounting to offences and fit to be examined.

4.102. In making these findings and recommendations the Commission records the candour of several of the witnesses, and of Ms. Morel above all, whose evidence contained frank admissions against the interest of her own Ministry. The Commission would emphasise that the failures it has found are in the main, failures of system: the readiness of authorities meant to be independent to act upon executive direction; the absence of any reconciliation between the permit regime and the environmental cap; the treatment of approvals given for a project as though they travelled with the worker; and the failure to enforce the conditions touching welfare. Save in respect of the executive intervention found in Part V(D), the Commission makes no finding of bad faith against any individual. Its recommendations are directed to the mending of those failures of system, and to securing that the regimes of gainful occupation and of immigration are administered lawfully and of their own judgment.

CHAPTER V: ENVIRONMENTAL AND ECOLOGICAL IMPACT

PART I — INTRODUCTION

5.1 The Commission was directed to assess both the actual and the projected impact of the developments upon the environment and ecology of Assomption Island, and upon surrounding areas, with particular attention to the UNESCO World Heritage Site of the Aldabra Atoll. The Commission was further directed to identify all persons involved in the environmental decision-making processes relating to the development, and to examine whether undue influence was brought to bear in the granting of any environmental authorisations.

5.2 For the purposes of this Chapter, the Commission has interpreted its mandate to extend to the following matters: the unique ecological character of Assomption Island and of the wider Aldabra Group of which it forms an integral part; the absence of reliable pre-development ecological baselines against which any impact may be measured; the conduct of the ESIA process for the principal hotel development, including the scoping exercise, the public and stakeholder consultations, the Terms of Reference issued by the Department of Environment, and the ESIA Report submitted by the ICS on 24 June 2024;[87] the conduct of the Department of Environment in issuing the NOA of 3 September 2024 and in its subsequent monitoring and enforcement of the conditions thereof; the biosecurity risk posed by the development to Assomption itself and to the neighbouring Aldabra Atoll; the actual conduct of construction since November 2024 measured against the mitigation regime in the ESIA and the conditions of the NOA; and the role of executive influence in environmental decision-making, including the events leading to the lifting of the first Stop Notice of May 2025 and to the Prohibition Notice issued by the Department of Environment on 13 November 2025.

5.3 It must be noted that this Chapter is concerned with environmental and ecological matters. It does not cover the planning permissions and ancillary permits granted under the Town and Country Planning Act, which are the subject of Chapter III, save where the evidence on environmental impact cannot be clearly recorded without unavoidable reference to those permissions. Nor does this Chapter set out the wider land-law and lease framework of the development, which is dealt with in Chapter II.

5.4 To address this part of its Terms of Reference ("ToR"), the Commission examined documentary evidence and heard oral testimony, on oath, from witnesses called over a number of sittings between 12 January 2026 and 31 March 2026. The Commission received the ESIA Report[88] together with its

[87] A first version of the ESIA was submitted and circulated on 13 May 2024. The final revised version was published on 24 June 2024.
[88] ICS *Environment and Social Impact Assessment report – Proposed Hotel Development on Assomption Island, Seychelles,* 13 May 2024.

technical annexes (including the Flora and Vegetation Report of Senterre, Mederic and Berke of 2023,[89] and the Biosecurity Management Plan of Mr. Pete Corson of 1 August 2024);[90] the long-term turtle nesting records of Dr. Jeanne Mortimer commencing in 1981;[91] the records of the Department of Environment,[92] IDC,[93] the SIF[94] and ICS;[95] submissions from Friends of Aldabra,[96] and Seychelles at Heart.[97]

5.5 The witnesses heard, in order of appearance, whose testimony bore materially on the environmental and ecological impact of the development, were:

Witnesses heard in Chapter V

5.6 The witnesses whose testimony bore materially on the environmental and ecological impact of the development, listed in the order in which they appeared before the Commission, were:

i. Mrs. Angela Servina, Chief Executive Officer, Seychelles Planning Authority (12 January 2026, 9.30 a.m.);

ii. Mr. Cyril Bonnelame, then Chief Executive Officer, IDC (12 January 2026, 11.14 a.m. (recalled 12 March 2026, 11.00 a.m.));

iii. Mr. Jahir Raihan and Mr. Hilal, OBIL / IDCC (virtual hearing, 12 January 2026, 2.00 p.m.);

iv. Mrs. Nanette Laure, Director-General, Department of Environment and Natural Resources, MACCE (13 January 2026, 9.00 a.m. and 10.35 a.m.);

v. Witness A, anonymised witness, heard in camera (13 January 2026, 10.00 a.m.);

vi. Mr. Christian Lionnet, then Deputy Chief Executive Officer, IDC (13 January 2026, 1.00 p.m. (recalled 31 March 2026, 1.40 p.m.));

vii. Ms. Victoria Duthil, campaigner, Friends of Aldabra (13 January 2026, 2.30 p.m.);

viii. Ms. Lucie Harter, Founder, Seychelles at Heart (13 January 2026, 3.30 p.m.);

[89] B Senterre, E Mederic & G Berke, 'Flora and Vegetation of Assomption Island (Seychelles)' Islands Conservation Society, 30 December 2023.
[90] Biosecurity Management Plan of Mr Pete Corson, 1 August 2024.
[91] Mortimer (n11), long-term turtle nesting records of Dr. Jeanne Mortimer commencing in 1981.
[92] records of the Department of Environment.
[93] Records of IDC the Island Development Company (Proprietary) Limited ('IDC').
[94] Records of SIF.
[95] Records of ICS.
[96] Records of Friends of Aldabra.
[97] Records of Seychelles at Heart.

ix. Mr. Norman Weber, Chief Executive Officer, ICS(14 January 2026, 9.00 a.m.);

x. Mr. Gregory Berke, Director of Conservation Science, ICS(14 January 2026, 10.40 a.m.);

xi. Mr. Guy Esparon, naturalist and Member of the Board of the SIF (14 January 2026, 11.37 a.m.);

xii. Witness C, anonymised witness, heard by video-link, in camera (14 January 2026, 2.00 p.m.);

xiii. Dr. Ameer Ebrahim, environmental expert (15 January 2026, 9.00 a.m.);

xiv. Mr. Richard Baxter, environmental expert (15 January 2026, 11.25 a.m.);

xv. Dr. Jeanne Mortimer ("Madamn Torti"), marine biologist and long-term turtle researcher in the Seychelles (15 January 2026, 1.48 p.m.);

xvi. Witness D, anonymised witness, heard in camera (15 January 2026 and 4 March 2026);

xvii. Dr. Frauke Fleischer-Dogley, Chief Executive Officer, SIF (3 March 2026, 9.50 a.m.);

xviii. Mr. Bernard Georges, former Leader of Government Business, former Chairman of SIF, and former Trustee of ICS (3 March 2026, 11.22 a.m);

xix. Mr. Jakobus (Koos) Jordaan, Project Manager for IDC on Assomption Island (5 March 2026, by video link);

xx. Mr. Patrick Berlouis, former Member of the Board of the SIF (5 March 2026);

xxi. Ms. Benjamine Rose, Chief Executive Officer, Seychelles National Heritage Resource Council (11 March 2026);

xxii. Mr. Denis Barbé, Principal Secretary for Lands (11 March 2026);

xxiii. Ms. Sharon Gerry, Director-General for Waste, Enforcement and Permits, Ministry of Environment (12 March 2026);

xxiv. Mr. Abid Butt, former representative of Assets Development (16 March 2026, by video link);

xxv. Mr. Omar Al Salihi, IDCC (16 March 2026, 1.39 p.m., by video link);

xxvi. Mr. Glenny Savy, former Chief Executive Officer, IDC (17 March 2026);

xxvii. Mr. Wavel Ramkalawan, former President of the Republic and Patron of the SIF (18 March 2026);

xxviii. Dr. Marie-Thérèse Purvis, on behalf of Sustainability for Seychelles (S4S) and the Citizens Engagement Platform Seychelles (CEPS) (26 March 2026, 1.30 p.m.);

5.7 This Part of the Report is structured as follows. Part II lists the principal documentary exhibits material to environmental and ecological impact, with a short summary of each. Part III sets out the oral evidence, witness by witness, confined to passages bearing on environmental and ecological matters. Part IV considers the unique ecological character of Assomption Island and the absence of reliable pre-development baselines. Part V considers the conduct, content and adequacy of the ESIA process, including the questions of independence and conflict of interest, the Terms of Reference, the contracted-out specialist studies, and the deferment of a full biodiversity assessment. Part VI considers the biosecurity risk to Aldabra Atoll. Part VII considers the actual conduct of construction against the mitigation regime in the ESIA and the conditions of the NOA, including the jetty, the use of dune sand in construction, the filling of guano sinkholes, hand-clearance, species relocation, and the appointment of the Environment Officer. Part VIII considers the international obligations of the Republic engaged by the development. Part IX sets out the Commission's findings. Part X sets out the Commission's recommendations.

PART II — DOCUMENTARY EXHIBITS

A. The Scoping Report of the ESIA Consultant (March 2024)

5.8 Following the inception meeting of 26 January 2024 between the Department of Environment and ICS, the scoping meeting on 5 February 2024, the scoping visit to Assomption Island on 6 February 2024, and the public meeting at Roche Caiman Community Centre on 9 March 2024, ICS compiled a Scoping Report (the "Scoping Report") which it submitted to the Department of Environment.[98] The Report identified Assomption Island as an environment of *"much higher uniqueness and important conservation value than described in [earlier] reports and anecdotal observations"*.[99] It recorded the view of ICS that, *"in its current state the construction of the Resort on this scale will likely have adverse negative impacts on the ecosystem of the Island"*,[100] and recommended a more sustainable development approach: an eco-resort that would *"fully incorporate the natural aspects of the Island"* [and] *"minimise the development footprint"*[101] together with a recommendation that no less than one year of biodiversity monitoring data be collected on Assomption before construction began. The substance of the Report is summarised below.

[98] ICS, 'Environmental Social Impact Assessment Scoping report for the proposed Assomption Island Development' March 2024.
[99] Scoping report, 28.
[100] ibid 27.
[101] ibid.

5.9 The project was described as a luxury eco-resort comprising 40 villas together with several supporting facilities, occupying most of the beachfront along the western coastline and parts of the eastern coastline. Assomption is situated approximately 1,140 kilometres south-west of Victoria, has a total area of about 1,171 hectares, and lies only some 30 kilometres from the UNESCO World Heritage Site of Aldabra Atoll. It is a single raised coral karst island rising to a maximum of about 6 metres above sea level, with two prominent dunes in the south-east reaching up to 32 metres. The Report records that guano mining, which continued until 1983, had stripped much of the island's vegetation, but that native and endemic species have since substantially recolonised it.

5.10 The Report notes that key utilities and supporting infrastructure, namely the airport and runway extension, electricity (a solar photovoltaic farm), seawater desalination, sewage treatment and solid-waste management, were to be provided and operated by the IDC. ICS records that it was advised a Class 2 EIA for the runway and airport extension had been carried out and approved by MACCE, but that ICS had not itself been provided with the plans for these aspects, which were said to be assessed separately by others.[102]

5.11 The Report sets out the institutional framework engaged by the project, summarising the respective roles of MACCE, the Ministry of Lands and Housing, the Seychelles Planning Authority, ICS, itself, IDC, and the IDCC. It tabulates the principal national laws and regulations applicable to outer-island development and environmental protection, and lists the key international conventions binding on Seychelles, including the Aldabra Atoll World Heritage listing (1982), the Convention on Biological Diversity, the Cartagena Protocol on Biosafety, the London Convention, the Stockholm Convention on Persistent Organic Pollutants, the International Plant Protection Convention, CITES, and the Convention on Migratory Species.[103]

5.12 ICS describes a scoping process involving pre-scoping and scoping site visits, inception meetings with MACCE and the proponent, stakeholder meetings, a public meeting, and baseline surveys including vegetation mapping and a bird survey.[104] Inception meetings with the Ministry of Environment took place on 26 January 2024, followed by a stakeholder scoping meeting on 5 February 2024 and a site visit on 6 February 2024. A second scoping meeting addressing the concerns of the Seychelles Marine Spatial Plan initiative was held on 15 February 2024, and a public participation meeting, advertised through television, newspapers and radio, was held on 9 March 2024. The Report records that the Developers had already been granted pre-approval by the Seychelles Planning Authority, and that ICS was not involved in the communications between the Developers and that Authority. The principal

[102] ibid 7.
[103] ibid 14.
[104] ibid 15.

concerns raised during engagement were biosecurity (given the proximity to Aldabra), the size and spread of the development footprint, the proposed introduction of horses, and impacts on sea turtle nesting.

5.13 Because of the relative lack of prior information on the island's flora and fauna, ICS conducted a series of survey visits. A vegetation survey by Senterre, Mederic and Berke identified numerous habitat types, several of them unique to Assomption and of very high conservation value, including inland dune dwarf forest, backshore old-growth dune dwarf forest (host to the endemic day-flying moth *Utetheisa lactea aldabrensis*), and inland sinkhole mangrove.[105] The karst terrain was found to be dotted with sinkholes and fissures forming numerous microhabitats: three inland paleo-lagoonal mangrove sinkholes (with two mangrove species), freshwater sinkholes hosting an unidentified crab, saltwater sinkholes, ephemeral wetlands supporting invertebrate communities and a rare Madagascar Pond Heron, and deep cracks and fissures adding three-dimensional habitat complexity.[106] The Report stresses the hydrological importance of these karst features and warns that filling them during construction could reduce habitat complexity and affect the island's hydrology.[107]

5.14 On fauna, the Report records terrestrial crustaceans (including rare and vulnerable land crabs), a notably high diversity of insects, presumed Mauritian Tomb Bats, and significant reptile populations.[108] Assomption is identified as a crucial nesting site for the endangered Green turtle (*Chelonia mydas*), which is speculated to host the second-largest breeding population in Seychelles. A 1984 study by Mortimer recorded 5,000–6,000 nesting females annually on the main beach, together with smaller numbers of the critically endangered Hawksbill turtle. The island also hosts the endemic Assomption day gecko, an unidentified small skink, a significant breeding population of the vulnerable Aldabra Giant Tortoise (possibly exceeding a thousand individuals), and several breeding bird species.[109]

5.15 ICS concludes that earlier government reports describing Assomption as a barren, highly disturbed environment of little terrestrial importance are not correct, and that the island in fact holds rare and sensitive ecosystems closely allied to those of Aldabra as well as habitats unique to itself.[110] It expresses the opinion that, in its proposed form, a resort of this scale would likely have adverse negative impacts on the island's ecosystem, and recommends instead a genuinely sustainable, low-footprint eco-resort approach.[111] Specific

[105] Senterre and others, above note 89.
[106] Scoping report, 17–19.
[107] ibid 20.
[108] ibid 23.
[109] ibid 25.
[110] ibid 26.
[111] ibid 27.

environmental guidelines are proposed regarding villa placement and setback, construction on pillars to preserve karst habitats, a significant reduction in the scale of development, and rigorous biosecurity protocols (with particular concern about pests such as the Yellow Crazy Ant and risks to Aldabra).[112] ICS recommends that, prior to construction, at least one year of monitoring data on important species be collected, and a full ground-penetrating-radar geomorphological survey of the development areas be conducted. The Report's analysis of alternatives addresses an abandoned 2017 proposal for a naval and air-force base (regarded as potentially more damaging) and the 2023 expression of interest under which the current proponent was the only respondent, suggesting that a fresh expression of interest highlighting the island's uniqueness might attract genuine eco-development interest.[113]

B. The Department of Environment's Scoping Feedback Letter and Terms of Reference (15 April 2024)

5.16 By letter dated 15 April 2024 the Department of Environment furnished ICS with feedback on the Scoping Report and the Terms of Reference for the ESIA.[114] The Department acknowledges the recommendations of the Scoping Report and expressed support of the recommendation that the Developer should scale down the size of the development (especially the number of villas and restaurants). The Department requested further consultation with the Immigration Department, Seychelles Revenue Commission and the Seychelles National Institute of Culture, Heritage and the Arts. Further agreed, among other things: that the biodiversity surveys be conducted and at least one year of monitoring data collected prior to construction; that the Developer use only the existing jetty and make necessary improvements to it; that a minimum 40-metre setback from the high-water mark apply to all proposals along the beach coastal front, with further setbacks to be considered along the west beach in view of green turtle nesting; that no dune activities be permitted and that the Wellness Centre be set back sufficiently from the dunes to prevent any impact on dune habitats or any erosion or deterioration of the sand dunes; and that the Developer consider an eco-resort as an alternative to the current proposed development. The Department recorded that, although the outline planning application had been approved by the Seychelles Planning Authority, no environmental authorisation had been issued for the development.

[112] ibid.
[113] ibid 23.
[114] Letter from Nanette Laure, Environment Department, MACCE to Norman Weber, ICS 'Re: Scoping report feedback and terms of reference for EIA report for the proposed tourism development on Assomption Island' dated 15 April 2024.

C. Communication between Norman Weber, CEO of ICS and Glenny Savy, CEO of IDC regarding the Scoping Report and ToR

5.17 On 17 April 2024, after receiving the Scoping Report and Terms of Reference for the ESIA, which endorsed certain findings in the Scoping Report and set out other requirements from the Ministry, Mr. Norman Weber emailed Mr. Glenny Savy expressing the view that, as a result of the MACCE feedback letter, ICS would be unable to either "respond or propose any mitigation". He called for a meeting between them.

D. The first ESIA Report of ICS (13 May 2024)

5.18 The ESIA Report by ICS was submitted to the Department of Environment on 13 May 2024 (the "May ESIA"). It was produced over a period of approximately eight months and was approximately 400 pages in length including annexes. Its principal annexes included the Flora and Vegetation Report of Senterre, Mederic and Berke (2023);[115] long-term turtle nesting records compiled by Dr. Jeanne Mortimer;[116] an assessment of the marine environment around Assomption;[117] and a Risk Matrix identifying impacts before mitigation, mitigation measures, and residual impacts after mitigation. The ESIA was based on the ESIA terms of reference (ESIA ToR) issued on 15 April 2024 and did not include the one-year biodiversity baseline it had recommended in the Scoping Report. The ESIA proposed instead that a full biodiversity assessment be conducted concurrently with construction, subject to a series of safeguards including the placement of villas on pillars, manual hand-clearance of vegetation prior to construction,[118] the use of ground-penetrating radar to identify cave and sinkhole systems prior to villa siting,[119] the presence of an Environment Officer permanently on site,[120] the following strict biosecurity protocols, and a containerised sewage treatment plant.[121] The May ESIA Report was placed on public inspection from 3 to 22 July 2024. The Report built upon the earlier Scoping Report and reflected amendments made by the Developers following receipt of the TOR. Its substance is summarised below.

5.19 The project is promoted by the IDCC, a Qatar-based Developer, which originally sought a 70-year lease from IDC to construct a 42-villa resort with seven restaurants.[122] Following consultation with the ESIA consultants and receipt of the TOR, the proposal was scaled back to a 37-villa resort with four restaurants and supporting facilities. All buildings are now to be set back a minimum of 40 metres from the high-water mark; the two originally proposed jetties have been

[115] Senterre and others (n 89).
[116] Mortimer (n 11).
[117] May ESIA, pp 35- 49.
[118] May ESIA, 40.
[119] May ESIA, 37.
[120] ibid 68.
[121] ibid 14.
[122] ibid 11.

reduced to one, involving the rebuilding of the historical jetty to its former length with a floating pontoon at the end.[123] The 70-year lease remains as approved by the Government. These changes are said to reduce the total building footprint by 28.5% and operational staffing requirements by 52.5%, and the resort is to be managed by the Rosewood Resorts group.[124]

5.20 The resort is concentrated along the western coast, with 37 villas and four restaurants on the west coast and a Back of House and spa north of the dunes on the east coast. To minimise impacts on sensitive habitats, building is confined largely to the 'Inland open mixed scrub of the Champignon' habitat that accounts for some 60% of the island, with no construction on the dunes or turtle-nesting habitat. The revised footprint of about 61 hectares represents less than 5% of the island's 1,160 hectares. Natural features of high conservation and aesthetic value: the northern and southern cliffs, three mangrove sinkholes, numerous large interior sinkholes and caverns, and dunes up to 30 metres high, are to be preserved, with buildings raised on pillars to avoid backfilling, and proposals for viewing decks, platforms and transparent flooring to allow visitation without damage. Construction camps and stockpiling are confined to the existing IDC village complex and the old guano storage area adjacent to the jetty.[125]

5.21 All materials and equipment are to be sprayed and fumigated. Because extensive historical guano extraction has left little soil, most construction will occur on the karst platform with minimal excavation and backfilling. An equipment list (excavators, dumpers, telehandlers, tipper trucks, tractors, mixers, loaders and rollers) is provided. The jetty is to be reconstructed to its original 100-metre length with a floating pontoon. Sand extraction is to continue from the same dune areas used for the runway and was expected to be minimal in comparison to the runway project.[126]The Report notes that several matters remain to be supplied by IDC once finalised, including material sourcing, final building and jetty designs, the workforce management plan, and SCAA-compliant airport infrastructure for private international aircraft.[127]

5.22 The Report lists the Seychelles legislation directly relevant to the project, including the Environmental (Impact Assessment) Regulations 1996 under the Environmental Protection Act 1994 (which classifies tourism establishments as requiring a Class 1 ESIA), the noise-emission and pollution-control regulations, the Occupational Safety and Health Decree 54/1978, the Public Health Ordinance, the water-abstraction regulations, the Town and Country Planning Act 1972, the Pesticide Control Act 1996, the Removal of Sand and Gravel Act, the Breadfruit and other Trees Protection Act, the Wild Animals and Birds

[123] ibid 10.
[124] ibid.
[125]ibid 12.
[126] May ESIA, 15.
[127] May ESIA, 85.

Protection Act, the Seychelles Marine Spatial Plan initiative, the Beach Control Act, the Fisheries Act, and the Animal and Plant Biosecurity Act 2014.[128] It records that the waters surrounding Assomption fall within Zone 1 (High Biodiversity Protection) of the Seychelles Marine Spatial Plan, subjecting the development to restricted activities, the governing schedule for which was noted as still in final draft awaiting committee approval.[129]

5.23 On past and present use, the Report records that since its more recent habitation from 1908 Assomption was heavily exploited, with over 170,000 tonnes of guano extracted and hundreds of thousands of green sea turtles taken, before these activities ceased and the settlement was largely abandoned. Following transfer of management to IDC, an airstrip was built and a small human presence re-established, the island playing an important role in providing access to Aldabra for SIF personnel, scientists and other visitors. A Seychelles Navy/Coastguard presence remained until 2023, after which the facilities reverted to IDC; disused military radar and monitoring equipment remaining on the island is to be dismantled and returned to Mahé, as is all construction equipment on completion of the project.[130]

E. The Department of Environment's response to the ICS's ESIA Report of (13 May 2024)

5.24 On receipt of the ESIA Report of 13 May 2024, the Department of Environment circulated it both internally, among the government departments concerned, and for public inspection as required by the Environment Protection Act 2016. The comments and concerns raised on the Report were conveyed to ICS.

5.25 The documentary record of that correspondence, produced to the Commission by Mrs. Nanette Laure, discloses the following. By email of 4 June 2024, Ms. Beatrice Morel, Environmental Impact Assessment Officer of the Environmental Assessment and Permit Section, wrote to Mr. Greg Berke of ICS (copied to the Chief Executive Officer of ICS, Mr. Norman Weber, and to Mr. Denis Matatiken, Mrs. Nanette Laure, Mrs. Marie-Alise Rosette and others within the Department) recording that, following the review of the ESIA Report and internal discussions, the Department wished to meet ICS to discuss the Report, and requesting a meeting on 12 June 2024 at the Botanical Garden.

5.26 ICS, through Mr. Weber, confirmed the meeting on 6 June 2024. Following the meeting, Ms. Morel wrote again on 12 June 2024, attaching the feedback received from the Seychelles Fire and Rescue Services Agency (SFRSA) and from the SIF, and recording the agreement reached at the meeting: that the Report would be amended in the light of the discussion and of the feedback shared with ICS, together with any further information ICS then held, and that,

[128] May ESIA, 15–17.
[129] May ESIA, 17.
[130] May ESIA, 19.

once amended and re-submitted, the Report would be placed on public inspection at the documentation centre, with the public to be informed that they might request a copy by email if the Department was unable to place the Report and all its annexes on its website.

F. SIFs response to the May ESIA Report[131]

5.27 SIF's submission records that it reviewed the full 87-page ESIA together with its annexes prepared by ICS for the proposed hotel development on Assomption Island, located 28 km from Aldabra Atoll, which SIF manages. SIF maps the report's structure notes that of the 32 circulated annexes, not all are referenced in the main text.

5.28 SIF's overall conclusion is that the ESIA requires revision as it is inconsistent and lacking in detail. In its view, the assessment fails to reflect the scale of the stressors on the terrestrial and marine ecosystems of both Assomption and Aldabra, and SIF is accordingly unable to express anything other than opposition to the development as it stands. It presses for application of the precautionary principle, given the potential impacts on sensitive ecosystems and the proximity of Assomption to Aldabra, and underscores Aldabra's status as a UNESCO World Heritage Site requiring rigorous assessment, research and protection. SIF advises against proceeding without first addressing the critical gaps identified, and before the ESIA has been revised to objectively identify the full scale of risks and their potential impacts.

5.29 SIF considers that the risks of the development to Aldabra are understated and that the biosecurity sections are inadequate. It situates the threat against the global record of island extinctions caused by invasive alien species (IAS), citing the IPBES report and the "invasional meltdown" precedent of Guam, and warns that even the introduction of a single species, such as yellow crazy ants, can have severe consequences on the doorstep of an atoll famed for its ecological intactness. It stresses that prevention, not reaction, should guide biosecurity efforts.

5.30 The submission warns that ships are already unloading at Assomption, so IAS may already be arriving through the development. It notes that objects, including seeds, have a rapid drift time from Assomption to Aldabra of as little as one day, given the 93% shared flora between the two islands, with most introductions likely to come ashore at Western Grande Terre, one of the most remote and least-monitored parts of Aldabra. SIF argues that responsibility for implementing, monitoring and enforcing biosecurity protocols must be far more clearly delineated among the organisations involved, that it must be clear who bears ultimate responsibility, and that the potentially considerable financial costs of incursion responses and eradications must be settled in

[131] Dated 6 June 2024.

advance. It is firm that SIF should not be held responsible for, or bear the cost of, eradicating invasive species on Assomption.

5.31 SIF notes that it made an important scoping request for an assessment of the risks of the back-of-house ("BOH") facilities and utilities, and finds the resulting assessment insufficient. It identifies unassessed footprints and impacts for the photovoltaic (PV) farm, desalination plant and housing for 700 construction workers; unknown water extraction and outfall locations; an unexplained claim that no chemicals will be used in the desalination process (which generally produces brine requiring chemical dilution); and the airstrip extension, which overlooks associated risks and is intended also to serve as a regional emergency facility.

5.32 It records that mitigation of disturbance to tortoises by a "do not fence off the airstrip and implement mobile patrols" approach is unlikely to be adequate; that back-up generators are not assessed at all, despite a stated maximum load provision of 7,526 kVA, leaving a major gap regarding fuel, maintenance, noise and pollution; and that wastewater and waste management for 700 workers remain unclear, with no designated areas for sorting, storage and handling. The decision to use a single offloading and loading site for both waste handling and primary passenger transport raises further biosecurity concerns. SIF regards the Developer's claimed 5% development footprint as disingenuous, since it appears to exclude photovoltaic utilities, temporary staff homes and desalination zones.

5.33 SIF finds that the Environmental Management Plan ("EMP") overlooks important mitigation steps required by the ESIA ToR and lacks specificity on control measures. It questions whether the Developer can efficiently establish and maintain the proposed native and endemic plant nursery, which is indispensable to island rehabilitation, and notes that research and development is mentioned only in relation to migratory humpback whales rather than to the seed-banking and seedling regeneration on which rehabilitation success depends. The EMP also lacks a timeline for implementing control plans and construction. SIF observes that the humpback whale section is disproportionately large and appears to have been copied from elsewhere, while core aspects requiring mitigation — turtle nesting habitat, prevention of IAS incursions and preservation of the marine environment — are under-defined, demonstrating a lack of detail and potential bias in the assessment.

5.34 On the detailed biosecurity sections, SIF notes that Table 1 of the Report does not cover marine-based invasives, biofouling or ballast-water regulation. It states that the existing 2015 IDC biosecurity protocol provides only general guidelines, is inadequate even for current operations, and is woefully inadequate for the scale of operations proposed; it asks who oversees the protocol, how consistently it is implemented, and how it is documented. SIF

stresses that risk is directly proportional to the level of human activity, with Assomption moving toward a population of around 400, and that an international airport widens the geographic range of potential introductions.

5.35 It cautions that tourists are unlikely to share the biosecurity discipline of the small number of researchers (no more than six flights per year) who currently transit to Aldabra, so more imaginative measures may be required, for example issuing clothing for guests to wear on Aldabra trips, or freezing luggage for 48 hours prior to departure. New flight routes will bring in materials, including fresh produce sourced from countries other than Seychelles, requiring new protocols for which no one currently has expertise. The resort's plan to keep horses (and import hay) introduces a further pathway for seeds and IAS.

5.36 SIF lists Aldabra-specific aspects the report did not address, including: an assessment of all biosecurity risks from increased tourism, including helicopter flights and more tourists on Aldabra; a risk and threat analysis of current and likely IAS; additional biosecurity infrastructure and staffing required on Aldabra; impacts on Aldabra's various designations (including its recognition as a UNESCO site). It identifies a missing section on opportunities, such as eradicating IAS from Assomption or translocating endemic and native species to safeguard them.

5.37 SIF specifies that a full assessment of IAS already present on Assomption is needed, followed by a list of likely arrivals, which in turn requires knowing where materials and goods will be sourced; where specific species cannot be named, categories (such as house geckos or stored-product beetles) should be. It praises the recent Senterre, Mederic and Berke (2023) plant report commissioned under the ESIA and calls for equivalent comprehensive surveys of invertebrates and mammals, with all species categorised as Eradicate, Manage or Monitor and detailed eradication plans and timelines committed to. The Developer should provide details on the number of flights, the likely origin of guests and the source of foodstuffs, with the IAS list reviewed at least every three years by an independent consultant.

5.38 It is essential, SIF argues, that there is independence, transparency and accountability around monitoring and acting on incursions: it questions whether MACCE's monitoring role would be Developer-funded, and insists that responsibility and funding for any required actions, potentially running to millions, be agreed in advance. SIF calls for mandatory biosecurity training of all staff, and stipulates that no plants should be imported to Assomption, including native plants grown elsewhere in Seychelles, meaning all plants must be reared from seed on the island. It raises an alarming development reported at an IDC meeting, that yellow crazy ants have arrived on Farquhar, which it regards as a potential disaster requiring eradication before any further building

begins, given the movement of goods and people around the outer islands and the possibility that the ants are already on Assomption.

5.39 SIF sets out the elements a credible biosecurity management plan must contain: coverage of IAS pathways and risk/threat analysis; required infrastructure; landscaping restrictions; quarantine checks of materials, equipment, vehicles, staff, visitors, planes, boats and helicopters before departure to and on arrival at Assomption; a designated biosecure landing area for vessels; and extensive tourism biosecurity management plans. It calls for criteria to recruit an international biosecurity expert with experience in remote, high-conservation-value island tourism establishments, and recognises that biosecurity infrastructure is a significant component that affects the airstrip, arrival and welcome areas, the jetty, and the shoreline.

5.40 With regard to its own role, SIF is explicit about its limits: it can advise on and input into training, staffing and institutionalisation, but does not have the staff or expertise to run a biosecurity plan of this scale, which requires an institutional culture change for which SIF cannot be responsible. It calls for clear plans, timelines and commitments to eradicate the rats, cats, mice and invasive sisal already present on Assomption before the hotel is built, noting these were only briefly mentioned in the ESIA conclusion. It warns that existing mammalian pests will themselves threaten the tourist facility through the need for perpetual control, disease risk, waste consumption and degraded visitor experience, and asks for detailed biosecurity monitoring requirements before, during and after development, including regular ant surveillance, a subject on which SIF can provide expertise drawn from its experience at the Vallée de Mai.

5.41 SIF notes that the equipment list omits bulldozers, which it has evidence are already present on Assomption. On sand extraction, it estimates a need for up to 1,300 tonnes of sand for “minimum” backfilling (based on approximately 1,646 m² of open deck area), stresses the ecological importance of the dunes in coastal ecosystems, and asks why, given that the Sand and Gravel Act prohibits sand extraction from beaches and plateaux, no extraction from the critical dune ecosystem is itself listed as a control measure.

5.42 On socio-economic impacts, SIF questions how much of the anticipated US$300 million investment and associated benefit (taxes, levies, procurement) will accrue directly to Seychelles, given that food and construction materials may be sourced offshore and existing policies do not mandate the purchase of local goods. Finally, on environmental management, SIF disagrees that the contracted landscape architects are well placed to oversee implementation of the ESIA’s recommendations: independence, transparency and accountability are crucial, a fully independent environmental officer with a relevant track record should be appointed, and a single officer would be insufficient to deliver

biosecurity at this scale, so biosecurity must be implemented as a shared responsibility.[132]

G. The Final ESIA Report

5.43 Following receipt of the Department's feedback and in the course of finalising the assessment for authorisation, ICS produced a revised and consolidated version of the ESIA Report (the "Final ESIA").[133] The Final ESIA does not depart in its structure or in its underlying baseline science from the Report submitted on 13 May 2024; it retains the same nine-part architecture, the same technical annexes, and the same description of the island's flora, fauna, karst and marine environment, including the identification of Assomption as a migratory pathway and calving area for humpback whales of International Whaling Commission Stock C. Its significance for the Commission lies in the respects in which it refines, quantifies and renders more candid the account given in the May Report. The principal additions are summarised below.

5.44 The Final ESIA reconciles and qualifies the figures for the development footprint. Whereas the May Report had stated the footprint as a single figure of 61 hectares, equivalent to 5.2% of the island's 1,160 hectares, the Final ESIA expresses it as a "substantially revised" range of between 51 and 61 hectares, equivalent to between 4.5% and 5.2% of the island's area, and sets out the reasoning by which the reduction was achieved, recording that the built-up areas had been reduced by 29% to 51 hectares and the back-of-house accommodation by 315 beds to 285 beds.[134] It notes that all buildings will be set back at least 40m from the high-water mark. It likewise quantifies the runway extension that the May Report had described only as having been carried out, recording that the runway had been extended from 1.2 kilometres to 2 kilometres, a dimension which itself sets a limit on the size of aircraft (such as the Gulfstream G800, configurable for 11 to 18 passengers over a range of 7,000 nautical miles) capable of using it.

5.45 The section on sand extraction is significantly altered. The Final ESIA notes that sand from Assomption has been "periodically extracted to cater for construction on Mahé when there are shortages such as for the construction of the sports stadiums" and notes that "IDC has not observed any noticeable changes to the dune habitats".[135] It notes that the long-term outcome of sand extraction is "difficult to assess" and opines that "it does not however currently seem to have any direct impacts on the fauna and flora of the island."[136] The Final Report also goes into more detail regarding the amount of sand that will

[132] The submission is signed by Dr. Annabelle Constance, Head of Science and Conservation, SIF, dated 6 June 2024, against the feedback-form deadline of 6 June 2024.
[133] IDC, *Environment and Social Impact Assessment Report: Proposed Hotel Development on Assomption Island, Seychelles* v1.1, 24 June 2024.
[134] Final ESIA, 7.
[135] Final ESIA, 18.
[136] ibid.

be required to be extracted from the dunes for the backfilling of sinkholes (although "only minimum backfilling will occur") and to surface the roads and it is estimated that 25,000 to 30,000 m^3 of dune sand will be extracted of the approximately 1,975 million m^3 of sand on the north dune.[137] The report does note that "the utmost care will be needed to preserve these habitats from any adverse effects of development"[138] and that IDC will apply for approval for sand extraction from the dunes for the construction of the Resort.[139]

5.46 The Final ESIA strongly defends the concurrent role of IDC as current contractor and sublessor, and notes that IDC was a competent custodian of state-owned islands. It further addresses criticisms of ICS's independence in producing an ESIA and calls this criticism unsubstantiated. It emphasizes the transparency of the ESIA process.[140] Under a new section entitled 'Current Proposal' the Final Report notes that "ICS has worked with the client to attempt to mitigate any severe negative ecological impacts to the island ecosystems" and notes that "potential negative environmental impacts of the entire project have been significantly reduced by adjusting plans to reduce the number of units and restaurants and by making changes to construction design."[141] It also notes the "highly commendable effort" by the Developers to reduce environmental impact by reducing the number of villas from 42 to 37, the number of restaurants from 7 to 4 and altering the building design to minimise environmental impact, including raising buildings, increasing setback and moving villas away from turtle nesting habitats.[142]The Final ESIA notes further that all of the development will be constructed in the main habitat types of "inland open mixed scrub of the Champignon" which accounts for 60% of the island's habitat and that no construction will occur on the dunes or turtle nesting habitat.[143] To mitigate the impact of construction revegetation / rehabilitation of areas impacted by construction will occur with native and endemic flora. It notes that the natural features of Assomption with conservation and aesthetic value will be particularly conserved, including the cliffs in the south and north, the mangrove sinkholes that fall outside of the development zone, other large sinkholes / caverns found in the island's interior and the dunes.[144] It is specifically noted that viewing decks and platforms will be created to allow guests to view and enjoy these natural sights, that final building placement will attempt to minimise the impact on sinkholes, and

[137] ibid 19, see also 36. These estimates are provided following LiDAR topographical studies which are annexed to the Final ESIA at Annex 4.1.
[138] ibid 28.
[139] ibid 64.
[140] ibid 9.
[141] ibid.
[142] ibid 15 and 37.
[143] Final ESIA, 13.
[144] Final ESIA, 14.

buildings will be built on pillars to avoid unnecessary backfilling of large sinkholes.[145]

5.47 The Final ESIA also provides more information about the housing of temporary staff during construction, and measures taken to containerise sewage treatment.[146] Significantly, the Final ESIA stipulates that "a maximum workforce of 500 workers will be needed"[147] and that "at peak construction there will be 500 workers on the island at one time. All workers will need to abide by IDC rules and the laws of Seychelles in force."[148] It notes that, IDC have confirmed that there will be no sea discharge of wastewater, and that all water will be reused after treatment and filtration.[149]

5.48 The Final ESIA adds to the analysis of alternatives a new subsection entitled "Current Proposal", which records that, following the EoI launched in June 2023, only one proposal was submitted; that ICS was selected by the Developer to conduct a Class 1 ESIA pursuant to the outline planning permission; and that, as ESIA consultants, ICS had worked with the client to mitigate severe negative ecological impacts and to incorporate new ecological aspects into the development, with the result that the number of units and restaurants was reduced and construction designs altered to preserve the island's ecosystems. The relocation of the wellness and spa centre away from the dunes, required by the Department, is reflected in the Final ESIA.

5.49 The Final ESIA notes that IDC will be pre-casting most of the structures on Mahe and shipping them to Assomption, reducing the quantity of aggregate and sand needed on the island by 60%.[150] It notes that any materials and equipment brought from Mahé will be fumigated and sprayed.[151] All construction equipment at the end of the project will return to Mahé and Qatar.[152]

5.50 The Final ESIA includes more detail in the section on airport infrastructure requirements, noting that the airport will cater for private international aircraft traffic and required infrastructure will include health, customs, immigration, biosecurity and state security facilities, however, these requirements will be submitted to the planning authority in due course and will abide the SCAA's requirements.[153]

5.51 With regard to biosecurity, the Final ESIA contains more detailed discussion of mitigation and prevention of risks to biosecurity on Assomption and Aldabra.

[145] ibid.
[146] ibid 14.
[147] ibid 17.
[148] ibid 19.
[149] ibid 65.
[150] ibid 16.
[151] ibid.
[152] ibid 23.
[153] ibid 19.

It notes that the Developers had agreed to use experts proposed by SIF to design a Biosecurity Management Plan, and stopped all transit of persons to Aldabra through Assomption for the duration of the construction.[154]

5.52 Under the topic of energy consumption, the Final ESIA states that a solar farm will be established to provide 2-3 megawatts of power per day, and will cater to 95% of the development's daytime energy needs.[155]

5.53 Following consultation with Seychelles Heritage Foundation, the Final ESIA notes that historical ruins on Assomption will be preserved and not incorporated in any development.[156]

5.54 The Final ESIA standardises its terminology, replacing the references to an "EIA" that appeared inconsistently throughout the May Report with consistent references to an "ESIA", thereby characterising the exercise as the full Class 1 ESIA required by the Environmental (Impact Assessment) Regulations 1996.

5.55 Finally, the Final ESIA adopts a firmer conclusory voice. Whereas the May Report had stated that ICS "feels" that the Developers had made considerable changes to accommodate the ESIA ToR, the Final ESIA states that ICS "has established" that those changes were made. The two Reports are otherwise to the same effect in their conclusions, including in their treatment of climate change and rising sea levels, the matters falling outside the scope of the assessment (utilities, airstrip operations and expatriate employment), and the recommendation that an independent Environment Officer be appointed in view of the perception of conflict of interest arising from ICS's dual role as consultant and conservation manager.

H. SIFs response to the June ESIA

5.56 SIF's submission opens by recognising genuine improvements in the amended assessment. It credits the strengthened executive summary, the additional detail concerning back-of-house facilities and their management, the inclusion of generator specifications, and the topographical data derived from the LiDAR survey, which enables precise calculation of sand extraction from ecologically significant dunes. The submission further welcomes the cancellation of activities that would have disturbed the dunes, and notes reassurance drawn from a rapid partial assessment of yellow crazy ants (YCA), conducted collaboratively with SIF staff, which detected no YCA within the survey areas.

5.57 Notwithstanding this progress, the submission records that critical information remains absent on the outfall sources for the desalination plants and on overall

[154] ibid 53.
[155] ibid 63.
[156] ibid 68.

waste management, a concern carried over from the initial scoping form and, in SIF's view, still not sufficiently addressed.

5.58 SIF acknowledges progress on biosecurity, in particular the engagement of an international biosecurity expert and the definition of terms of reference for a Biosecurity Management Plan (BMP). It maintains, however, that it can only fully evaluate the ESIA once a finalised BMP exists, given the global importance of neighbouring Aldabra and the unique ecology of Assomption.

5.59 The submission expresses alarm and deep concern that construction is already well underway - involving the transport of many tonnes of construction materials without thorough assessment or independent oversight. It argues that ongoing construction prevents an accurate assessment of biosecurity pathways, including wind and waterborne pathways, which SIF says it has consistently highlighted. The submission stresses that the BMP must address both the construction and operational phases, and that it remains to be validated and institutionalised before construction proceeds.

5.60 The submission also rejects what it characterises as fear-based tactics that distract from the substantive concerns. It disputes the ESIA's claim that biosecurity risks to Aldabra would be fully mitigated provided there are no transits by SIF staff and visitors through Assomption for 18 months. SIF notes that the main access route for its staff and Aldabra researchers through Assomption was abruptly closed under the pretext of biosecurity. It describes this decision as petty and as reflecting a lack of collaboration and understanding of the biosecurity pathways SIF has repeatedly put forward, asserting that its own robust protocols already manage the risks associated with staff transit and any potential incursions.

5.61 SIF contends that the ESIA would benefit from a more robust discussion of available scientific information regarding biodiversity, and has attached two supporting documents: first, the Friedlander et al. (2015) report providing insight into the marine biodiversity and overall ecosystem health of Assomption; and second, an island-wide bird survey led by SIF in preparation for the eradication of red-whiskered bulbuls and Madagascar fodies, giving population estimates for native bird species.

5.62 Despite these additions, SIF strongly recommends a comprehensive evaluation of the island's existing biodiversity. It urges a thorough assessment of the tortoise population, and in particular of the turtles, noting that the report's speculation that Assomption harbours the second-largest breeding population of green turtles in Seychelles makes such data critical for informed decision-making and effective risk mitigation.

5.63 The submission concludes with a list of formal requests, including an immediate pause to construction for at least 12 months, to allow the necessary

time for a comprehensive biosecurity plan and biodiversity survey to be completed and the completion, stakeholder review, validation and institutionalisation of the biosecurity management plan, tailored to both the construction and operational phases of the development.

I. The Biosecurity Management Plan of Mr. Pete Corson (1 August 2024)

5.64 The Biosecurity Management Plan for Assomption Island was prepared by Mr Pete Corson of Quality Conservation Ltd, under contract to and funded by OBIL, and is dated July 2024.[157] Running to some 107 pages, it was prepared with input from ICS, SIF, IDC and Senterre and others, and addresses the protection of Assomption from invasive non-native species arising both from the construction of the resort and from its ongoing operation. Its stated premise is that protecting Assomption also protects Aldabra, which lies only some 27 kilometres away.

5.65 The Plan conceives of biosecurity not as a single wall but as a series of "nets"[158] stopping pests before departure, intercepting them in transit, controlling arrivals, detecting them should they reach Assomption, and eliminating them if they establish, on the rationale that prevention is far more effective and less costly than eradication, and that for some species no means of eradication exists once they arrive.[159] It identifies the IDC port at Victoria, through which large volumes of development material are to transit on IDC vessels, as the single greatest risk pathway, and treats high-risk goods such as aggregate, heavy machinery, building supplies, scaffolding and pipes as requiring particular control.[160] Air transport is regarded as comparatively well contained, with only secondary improvements suggested.[161]

5.66 In its broad structure the Plan is organised into five parts addressing, in turn: the context (the ecological values of Assomption and Aldabra, the biosecurity objectives and principles, the relevant legislation including the Animal and Plant Biosecurity Act 2014, customs requirements and the marine spatial plan, an assessment of risk pathways and high-risk goods, and the invasive species of concern); pest prevention (management, surveillance, inspection and pest control at the Victoria port, the use of shipping containers, controls for risk goods, aviation and vessels, provisions in employment and service contracts, controls for moving fresh produce and live animals, collaboration with suppliers, information and education, and the control of goods arriving on Assomption, together with a quarantine facility for onward travel to Aldabra);

[157] Pete Corson, 'A Biosecurity Management Plan for Assomption Island in relation to the development and ongoing management of a planned resort, July 2024.
[158] ibid. 3.
[159] ibid. 6.
[160] ibid. 16 et seq.
[161] ibid. 51.

surveillance on Assomption (the biosecurity surveillance role, routine observation, and species-specific surveillance); incursion response (preparation, training, equipment, response triggers, and step-by-step protocols for invasive ants, the giant African snail and hairy caterpillars); and a possible future eradication of mice, black rats and cats, including the rationale, modifications to prevention and surveillance, and species-specific incursion responses.[162]

5.67 The Plan sets out a total of 384 actions, comprising 213 pest-prevention actions, 15 contextual actions, 94 surveillance actions, 23 incursion-management actions and 39 actions relating to a possible eradication, each prioritised on a four-point scale from "must do now" to actions related to a possible future eradication.

5.68 Its central staffing recommendation, described as a keystone of the protection of Assomption, is that one biosecurity officer is urgently required in Mahé to manage processes around high-risk goods at the port, and two trained surveillance staff on Assomption itself, all adequately resourced and well connected to the development project team or, once construction is complete, to the resort management. The author's overall assessment is that biosecurity needs to begin as soon as possible, that the necessary actions can be accomplished but only with proper biosecurity support, and that the agencies and the Developer should work together for the protection of Assomption and, through it, Aldabra.[163] The Plan also identifies the development as presenting opportunities to strengthen biosecurity more broadly, including the suggested commissioning, in 2024, of a feasibility study for the eradication of mice, rats and cats, and the establishment of a quarantine room on Assomption to improve biosecurity for personnel travelling onward to Aldabra.

J. The Department of Environment's Feedback Letter on the ESIA (18 August 2024)

5.69 The Director-General of the Department of Environment, Mrs. Nanette Laure, addressed feedback to Mr. Norman Weber of ICS on the amended ESIA Report submitted on 28 June 2024 and the Biosecurity Management Plan submitted on 1 August 2024.[164] The letter acknowledged certain amendments made by ICS to the Executive Summary but identified "insufficient and missing information", "inconsistencies and lack of clarity", and concerns as to "document structure and coherence". The principal matters raised were:

i. The information on the jetty was "still insufficient", and the impacts of renovating the jetty had not been assessed;

[162] ibid. 78–89.
[163] ibid. 12–14, 25.
[164] Letter from Nanette Laure, under reference WEP/EAPS/Class 1/02/2024 dated 18 August 2024.

ii. no details had been provided on the decking, viewing decks or platforms for the mangrove sinkholes, or the transparent flooring proposed for large sinkholes and caverns;

iii. additional stockpile areas had not been identified for the different development zones;

iv. the use of coral stones on the island for aggregate and cladding had not been assessed;

v. no data supported the assertion that no noticeable changes to the dune habitats had been observed as a result of sand extraction, and the location and extent of sand extraction had not been shown;

vi. the report did not clarify whether SCAA had been scoped or whether international flights to Assomption had been approved;

vii. a full biodiversity assessment for the project had still not been done, the report stating that this would be possible after the start of construction;

viii. the marine and coastal assessment focused on humpback whales only, omitting other species;

ix. the impacts of several development components (the jetty, timber walkway, decking with cliffs and sinkholes, the desalination plant, the generator, the sewage treatment plant, the incinerator) had not been thoroughly assessed;

x. the Biosecurity Management Plan submitted on 1 August 2024 set out 384 actions but the ESIA Report had not yet been updated to address its recommendations; biosecurity needed to begin as soon as possible to protect Assomption, and more information was needed on marine biosecurity;

xi. the location of the proposed plant nursery was not shown, and information on the source of plants for landscaping and the composting method to be used had not been provided;

xii. the development footprint stated in the Report ranged inconsistently between 51 and 61 hectares;

xiii. the number of workers for construction was inconsistent (Section 4.2.17 referring to 500 workers at peak construction time while Annex 7 provided accommodation for 700 workers);

xiv. the recommendations made in Annex 10 and Annex 11 had not been addressed in the body of the ESIA Report, in particular the recommendation that the cumulative impact of the runway development be included in the ESIA; and

xv. the contradiction in the Report between the recognition of the uniqueness and importance of the sand dunes on Assomption and the proposed extraction of sand from the dunes.

5.70 The Department concluded by stating that it "remains strongly in favour of the recommendations made in the Scoping Report to minimise the development footprint and for Assomption to be developed as an eco-destination", and that the Developer was "advised to consider an eco-resort as an alternative to the current proposed development". The letter required an amended version of the Report addressing the points raised to be submitted within ten days.

K. The Notice of Acceptance (3 September 2024)

5.71 The NOA of the ESIA Report was issued by the Department of Environment on 3 September 2024,[165] signed by Mrs. Nanette Laure, some sixteen days after the Feedback Letter of 18 August 2024. The NOA was issued with a substantial list of conditions which substantially mirrored the matters identified in the Feedback Letter. The principal conditions included: the appointment of an Environment Officer to be permanently on site on Assomption during construction, employed and paid by the Developer but meeting the criteria of the Department; the conduct of a full biodiversity assessment over the two seasons of the year prior to and during construction; the submission of detailed planning applications for, among other things, the jetty and the plant nursery; the submission of an updated Environment Management Plan and Construction Environment Management Plan; details on species relocation during the period of construction; alternative methods of transporting materials to reduce barging operations, in particular during the peak turtle nesting period; a cap on the number of workers permitted on the island at any one time; and observance of the Biosecurity Management Plan, including the immediate appointment of one Biosecurity Officer on Mahé and two on Assomption.

L. The Department's Stop Directive and Stop Notice (May 2025)

5.72 In April 2025 the Department of Environment wrote to the Developer raising serious concerns, including the failure to appoint an Environment Officer, the failure to initiate the full biodiversity assessment, and the failure to submit a planning application for the jetty. In May 2025, the Department issued a directive to stop, addressed to Mr. Omar Al Salihi on behalf of the Developer. The Seychelles Planning Authority concurrently issued a Stop Notice on 14 May 2025 in support of the Department's directive.

5.73 The first Stop Notice was lifted on 21 May 2025 following the Developer's confirmation, by letter, that SIF would be appointed as the Environment Officer for the project and that all environmental matters including biosecurity would

[165] NOA dated 3 September 2024 Annexure 4.

thereafter be communicated through SIF. The permanent Environment Officer was, on the evidence of Mrs. Laure, only appointed by SIF and put in place on Assomption in September 2025.

M. The Prohibition Notice of 13 November 2025

5.74 Mrs. Nanette Laure served on Mr. Omar Al Salihi, General Manager of IDCC, a Prohibition Notice pursuant to section 55(1) of the Environment Protection Act 2016 in respect of the development on Assomption Island.[166] The Notice recorded the Administrator's opinion that "the manner in which the development is being carried out on Assomption Island poses an imminent risk of serious damage to the environment". The seven grounds of breach were:

i. non-compliance with the approved Biosecurity Management Plan, in particular failure to appoint Biosecurity Officers (one on Mahé and two on Assomption) to work alongside IDC during the course of the development, constituting a material breach posing significant biosecurity risks to Assomption's ecosystems and to Aldabra Atoll;

ii. failure to conduct a full biodiversity assessment for the project as requested in the NOA;

iii. failure to provide alternative methods of transporting materials as stipulated in the ESIA, with continued barging operations during the peak turtle nesting period;

iv. failure to establish a nursery for the relocation and propagation of plants to be used in landscaping as recommended in the ESIA Report;

v. failure to submit details on species relocation during the period of construction as requested in the NOA;

vi. failure to submit a Construction Environment Management Plan; and

vii. failure to comply with the Environment Management Plan recommendations given to minimise impacts on the environment as provided in the ESIA Report.

5.75 The Notice instructed the Developer to, among other things, stop all construction and related activities within twelve hours of receipt; conduct a comprehensive review of compliance with the Biosecurity Management Plan and submit a written report to the Department within thirty days; conduct a full biodiversity assessment and submit it to the Department, with expert appointment within fourteen days; submit a detailed planning application for the jetty to the Planning Authority within one week; submit a detailed planning application for the nursery, including its confirmed location, within seven days; submit details of all species relocated, and those yet to be relocated, within two

[166] Notice reference MECENR/WEP/01/2025 dated 13 November 2025.

days; and submit an updated Construction Environment Management Plan and Environment Management Plan within two days. Monthly compliance reports were required thereafter.

N. Documents Produced by OBIL in Support of Their Compliance with the Environmental and Ecological Conditions

5.76 OBIL, the sub-lessee and Developer, produced a number of documents in support of its position that it had taken steps to meet the environmental and ecological conditions attaching to the development. Those documents that bear directly on the environmental and ecological conditions are summarised below. Several further documents produced - in particular the civil works contract and the contract with UCC Sey for the mechanical, electrical, plumbing, architectural and landscaping works are general construction contracts that do not address the environmental or ecological conditions, save for a passing reference to landscaping as a category of contract works, and are therefore not summarised here.

5.77 By an agreement dated 19 May 2025, IDC offered to OBIL to undertake the paving of a secured biosecurity loading area at Ile du Port (parcel H14213, Mahé). The agreement recites that, as part of the Environmental Authorisation conditions for the Assomption development, a secured area to safeguard against bio-hazards was to be established for loading vessels transporting materials and goods to the island, and that this required the loading area to have a paved surface. IDC dedicated 4,124 square metres on the parcel for this purpose, and the works, a concrete hardstand, kerbing and an invert drain, together with the rebuilding of the slipway jetty were costed at SCR 3,525,365.12 (including VAT), to be funded by OBIL and implemented within 30 working days of acceptance and a 60% advance. The accompanying bill of quantities and a layout plan endorsed by the SIF on 19 May 2025 were annexed.

5.78 OBIL also entered into an agreement between PESTEA Ltd and OBIL, described as being for "Assomption & Mahe Biosecurity" and for the provision of pest control services. The agreement was expressed to commence on 1 December 2024 and to terminate on 30 November 2026, with provision for renewal.

5.79 The Memorandum of Understanding between OBIL and the SIF made against the background of the SIF Patron's Message on the State of the Nation of 28 February 2025, defines SIF as the sole institution responsible for implementing nature conservation management, inclusive of biosecurity, across the whole of Assomption, both the areas subleased to OBIL and those under IDC control, with OBIL as the party financing SIF's activities and ensuring compliance with SIF-ordered measures, the stated object being the protection of the integrity of Aldabra.

5.80 Under the MOU, SIF is to act as the environmental conservation and biosecurity management consultant; manage prevention, incursion response, control and eradication; monitor all biosecurity pathways; conduct or subcontract comprehensive biodiversity assessments as it determines; implement the Biosecurity Management Plan, if necessary through a reputable subcontractor; and comply with all conservation and biosecurity conditions imposed by the Ministry and other agencies. OBIL, for its part, undertakes to finance the long-term biosecurity and conservation management, to cover all costs of implementing the Biosecurity Management Plan (including staff, transport, equipment and infrastructure) and of any transfers between Assomption and Aldabra, to provide accommodation and workspace for SIF personnel, to ensure that all staff and guests comply with SIF's biosecurity measures, and to bear the cost of the rat, mouse and cat eradication feasibility project and of eradicating any invasive species proved to have originated through the development. The MOU is governed by the laws of Seychelles, is to remain valid for the duration of the IDC–OBIL sublease, and is signed for OBIL by Mr. Omar Al Mashhour and for SIF by its Chief Executive, Dr. Frauke Fleischer-Dogley.

5.81 By letter of 20 May 2025 to the Administrator of the Waste Enforcement and Permit Division, OBIL (under the hand of its director Mr. Abid Butt) confirmed that, following a meeting at the IDC Head Office on 19 May 2025, SIF would act as the primary point of contact for all environmental matters related to the Assomption Project. The letter enclosed the SIF circular of 28 February 2025 confirming SIF's role as sole environmental consultant for conservation and biosecurity, and asserted that this arrangement fulfilled the requirement for the lifting of the Stop Notice issued on 15 May 2025.

5.82 In response to the Department of Environment's compliance letter of 25 April 2025, the Developer's representative, IDCC, replied on 14 May 2025 (under the hand of Mr Omar Al Salihi) addressing the three conditions raised. These were as follows: with regard to the appointment of an Environment Officer (Condition 25), it stated that the matter was under action by SIF and that coordination for the formal appointment was underway. As to the full biodiversity assessment (Condition 3), it stated that this fell under SIF's responsibility as part of SIF's conservation mandate and that the final report would be submitted on completion. As to the landscaping plan (Condition 21), it stated that the plan was being finalised in accordance with the site's environmental sensitivities and would be shared through SIF. The letter recorded that an MOU had already been handed to SIF as lead agency for all environmental matters.

5.83 By letter dated 15 November 2025 addressed to Mrs. Laure (acknowledged on 17 November 2025), Mr. Omar Al Mashhour, Director of OBIL, on behalf of the Developer, responded to the Prohibition Notice. The letter acknowledged

receipt of the Notice but recorded the Developer's concern that it had not been included in prior visits, progress reviews or discussions, and that it had been left without visibility on issues or expectations. The Developer set out a structured account of its current actions and compliance measures and proposed a controlled partial hold of operations rather than a full operational freeze, on the basis that a full shutdown of an island of Assomption's remoteness imposed major operational and financial costs. A consolidated compliance schedule was annexed, showing target dates between 19 November 2025 and 13 December 2025 for each of the items listed in the Notice.

5.84 Three sets of attachments were appended to the letter. The first comprised email correspondence between IDCC, SIF and Assets Group of 11-15 November 2025 concerning the appointment of an expert, Mr. Marco Mancini, to conduct an ant species diversity and distribution baseline study at a fee of USD 8,000 for twenty days. The second comprised email correspondence between SIF, the Department of Environment and IDCC of September-October 2025 concerning the submission and approval of the proposed Landscape Plan, Plant List, Nursery Operation and Propagation methodology, and Nursery Detailed Drawings. The third was an internal SIF email of 21 October 2025 from the Deputy CEO of SIF, Ms. Geralda Desaubin, recording that, in consequence of the general election of the preceding week and the change in government, the Assomption project had become "a priority topic of discussion as stated by the President-Elect", that SIF had reviewed and worked on a counter-proposal, but that SIF would not proceed further until communication from the new government on the way forward was received.

O. Long-term turtle nesting records

5.85 The long-term turtle nesting records of Dr. Jeanne Mortimer, commencing in 1981, are before the Commission. They include estimates of an annual green turtle (Chelonia mydas) nesting population on Assomption of approximately 200 females in 1984, recovering from the depredations of nineteenth and early twentieth-century exploitation, against an estimated Aldabra population at the same period of approximately 2,000 females. The records identify the seven-kilometre largely uninterrupted western beach of Assomption as the principal nesting habitat, lying along the section of the western coast on which the proposed villa development is concentrated.

P. The Flora and Vegetation Report of Senterre, Mederic and Berke

5.86 The Flora and Vegetation Report of Senterre and others, dated 2023 and annexed to the ESIA, documents the surviving vegetation of Assomption following more than a century of guano extraction. It identifies endemic Aldabra Group plant subspecies and varieties on the island, the dune dwarf forest habitat associated with the dune systems on the western coast (a habitat

not replicated elsewhere in the Republic), and the geomorphological significance of the karst sinkhole system to the island's hydrology.

Q. The joint report of Dr. Ameer Ebrahim and Mr. Richard Baxter (January 2026)

5.87 The Commission received two expert reports prepared in January 2026. The first is the solo Expert Report of Dr. Ameer Ebrahim dated 13 January 2026, addressing Prohibition Notice MECENR/WEP/01/2025 and the timing of the biodiversity assessment. The second is a Joint Site Visit Report of Dr. Ebrahim and Mr. Richard Baxter dated 12 January 2026, recording the findings of their inspection of Assomption Island on 11 December 2025. Dr. Ebrahim is a marine scientist holding a PhD from the University of Queensland, with over fifteen years' experience in marine conservation and environmental impact assessment in the Western Indian Ocean, and is Chairman of the Marine Conservation Society Seychelles; Mr. Baxter holds an MSc in Environmental Science from the University of Zurich, is Director of the Indian Ocean Tortoise Alliance and a member of the IUCN Tortoise and Freshwater Turtle Specialist Group, and has researched Aldabra giant tortoises on both Aldabra and Assomption.

5.88 Dr. Ebrahim's report on the Prohibition Notice addressed two questions: whether the grounds cited in the Prohibition Notice were consistent with international best practice and supported by peer-reviewed literature, and whether it would be appropriate, from an environmental science perspective, to permit the biodiversity assessment to proceed concurrently with construction. He recorded that the Notice, issued under section 55(1) of the Environment Protection Act 2016, rested on the Administrator's (from MACCE) determination that the development posed an imminent risk of serious damage to the environment, and identified seven grounds of non-compliance: failure to appoint Biosecurity Officers; failure to conduct a full biodiversity assessment; failure to provide alternative transport methods to reduce risk during the turtle-nesting season; failure to establish a native plant nursery; failure to submit species-relocation details; failure to submit a Construction Environment Management Plan; and a general failure to comply with the Environment Management Plan in the approved ESIA.

5.89 On the first question, Dr. Ebrahim concluded that the grounds were well-founded and consistent with international best practice. He emphasised the biosecurity sensitivity arising from Assomption's proximity (approximately 27 kilometres) to the Aldabra Atoll UNESCO World Heritage Site, citing the World Heritage Committee's State of Conservation assessments and peer-reviewed literature on invasive-species management in island World Heritage properties.

5.90 On the second question, he expressed the firm opinion that conducting a biodiversity assessment concurrently with ongoing construction would be

fundamentally inconsistent with established scientific methodology and international best practice. His reasoning drew on the requirement for pre-impact baseline data under IFC Performance Standard 6 and its Guidance Note 6 (2019); the mitigation hierarchy of avoidance, minimisation, restoration and offset, the logic of which depends upon assessment preceding impact; the precautionary principle as articulated in Principle 15 of the Rio Declaration and embedded in the Convention on Biological Diversity; and the established status of prior environmental impact assessment in international law, illustrated by the International Court of Justice's decision in *Pulp Mills on the River Uruguay*.[167] He observed that Assomption may qualify as a critical habitat, hosting the endemic grass *panicum assomptionis*, a significant green-turtle nesting population, and distinctive karst formations, which would engage the more stringent net-positive-impact standard under Performance Standard 6.[168] He concluded that construction should remain suspended until a comprehensive biodiversity assessment, conducted over a period sufficient to capture seasonal variation and in his opinion a minimum of twelve months, had been completed, and that the outstanding management plans and safeguards should be submitted and approved before any resumption of works[169].

5.91 The Joint Site Visit Report of Dr. Ebrahim and Mr. Baxter (12 January 2026) records the findings of a single-day inspection of the development and Assomption generally conducted on 11 December 2025, undertaken pursuant to Article 3.5 of the ToR to verify compliance with the commitments in the approved ESIA, the Prohibition Notice and the Stop Notice. The experts acknowledged significant limitations on their inquiry: time constraints prevented inspection of the large karst caves, the three identified mangrove sinkholes, the worker accommodation and the containerised sewage plant; they were not taken to the cemetery near Villa 22 despite requests; they were unable to interview the on-site Environment Officer or the Developer's representatives; and documentary records such as monitoring and inspection reports were not produced.

5.92 Their central finding was one of systematic non-compliance with the environmental management framework on which approval had been predicated. Of the twenty key ESIA commitments assessed, twelve were found to be demonstrably non-compliant, four could not be verified, and only four appeared compliant. The non-compliant matters included:

[167] *Pulp Mills on the River Uruguay* (Arg. v. Uru.), 2010 I.C.J. 14 (Apr. 20).
[168] International Finance Corporation (IFC) (2019) *Guidance note 6: Biodiversity conservation and sustainable management of living natural resources* Washington, D.C.: World Bank Group. Available at: https://www.ifc.org/content/dam/ifc/doc/2010/20190627-ifc-ps-guidance-note-6-en.pdf .
[169] Ebrahim Report, p. 12.

i. the absence of quarantine and biosecurity screening facilities at the jetty and airstrip, with the IDC Deputy CEO reportedly stating that implementing quarantine was "impossible" given the volume of equipment;

ii. the use of mechanical clearing after manual clearing had commenced, contrary to the express ESIA requirement;

iii. the extensive backfilling and concrete-capping of karst sinkholes and caves using excavated rock and dune sand, in place of the promised construction on pillars;

iv. a water pipe and electrical cabling laid along the west beach within twenty metres of the high-water mark and directly over active green-turtle nesting habitat;

v. the absence of tortoise underpasses beneath the runway, of barriers around construction sites, and of enforced speed limits, with at least one tortoise fatality from a vehicle collision confirmed; and

vi. the failure to establish a native plant nursery, to commence sisal removal, to conduct a bat census, or to carry out a marine survey for the jetty extension.

5.93 The four positive findings were the appointment of an Environment Officer, the cessation of construction in compliance with the Stop Notice (including observance of the prohibition on night-time work), the absence of imported soil, and intact beach-crest vegetation.

5.94 The experts regarded the biosecurity failures as particularly serious, noting the ESIA's own acknowledgement that Assomption must be kept clean because pollutants and invasive species would be carried to Aldabra by wind and surface currents, and warning that the failures represented a direct threat to the Outstanding Universal Value of the Aldabra Atoll World Heritage Site that might warrant escalation to UNESCO.

5.95 Of particular evidential significance was the habitat map at Annex 2,[170] prepared by the authors using Senterre and others (2023)[171] and multispectral satellite classification, which categorises the island's habitats into five conservation-value classes. The mapping indicated that the residential footprint is located predominantly within habitats of high to very high conservation value, contradicting the ESIA's assertion that development would be confined largely to the lower-value 'Inland open mixed scrub of the Champignon', and the authors observed that the only mitigation measure apparently implemented was the reduction in villa number. The report annexes drone imagery and photographs taken on 11 December 2025 documenting, among other things, dune excavation for backfilling, backfilled and capped

[170] Ebrahim and Baxter Report.
[171] Senterre and others (n 89).

karst features at the villa sites, turtle tracks and nests beneath the water pipe, tortoise tracks within a construction site, and the open storage of building materials near the jetty.

5.96 The report drew five matters to the Commission's attention as requiring urgent consideration: the relocation of the water pipe from turtle-nesting habitat, the immediate implementation of biosecurity measures, the implementation of tortoise protection measures, the consequences of construction having proceeded without the required pre-construction surveys, and the Marine Spatial Plan Zone 1 requirements bearing on the jetty, and set out an extensive list of matters for further investigation, recommended documentary requests and expert consultations, and proposed follow-up inspections. The authors concluded that the pattern of breaches was not attributable to isolated oversights but reflected a fundamental failure to implement the environmental safeguards that were conditions of approval.

PART III — WITNESS-BY-WITNESS SUMMARY

5.97 The summaries below are not verbatim. They reflect the substance of the evidence given on oath, with such direct quotation as is necessary to convey precisely what a witness said where the wording itself is material. They are confined to passages bearing on environmental and ecological impact.

(i) Mrs. Angela Servina, Chief Executive Officer of the Seychelles Planning Authority

Sitting of 12 January 2026, 9.30 a.m.

5.98 Mrs. Servina's evidence on the planning process is summarised in Chapter III. The Commission summarises here only that part of her evidence bearing on environmental and ecological matters.

5.99 Mrs. Servina explained that environmental authorisation and planning permission are now obtained through a single application process within the Planning Authority, the Department of Environment dealing with the environmental side and the Planning Authority dealing with the planning side. Where, at the SIB stage or at outline application stage, the Department indicates that an EIA is required, the Planning Authority does not process detailed planning submissions until the EIA has been completed and a NOA issued. For the runway extension on Assomption, the Department had issued an Environmental Authorisation (a Class 2 assessment) with conditions, although the conditions did not include the construction of tortoise underpasses across the runway, despite tortoises being required to cross the runway between the two halves of the island.

5.100 On the planning site visit to Assomption on 13 September 2024, conducted before the issue of the principal hotel planning permission, the Planning Board

members observed the existing jetty (in ruins), the historical administrator's house, and the large guano holes in the ground; the Developer undertook that the guano holes would not be filled and would be converted into walkways for tourists. The setback from the high-water mark to the villa footprints was measured on the day at 40 metres (against a statutory minimum of 25 metres), the additional setback being intended to protect the vegetation in front of the beach. Mrs. Servina explained that, on the planning side, the setback served the protection of vegetation; the protection of green turtle nesting sites was a matter for the Department of Environment.

5.101 On enforcement, Mrs. Servina confirmed that the appointment of a biodiversity officer was not a condition of any planning permission but was a condition of the NOA. The Planning Authority had no direct statutory basis to enforce it, but considered itself obliged to support the Department of Environment as a partner agency. The Planning Authority issued Stop Notices in support of the Department's directive of May 2025 and its Prohibition Order of November 2025; the circumstances and sequence of those measures are set out in the evidence of Mrs. Laure at witness (iv) below and in Part VII, and are not repeated here.

5.102 In November 2025 the Environment representative on the Planning Board (Mrs. Laure) returned to the matter, having revisited the NOA. The Department had concluded that environmental approval for the workers' accommodation (approved by the Planning Authority in late June 2025 following the June 2025 site visit) should not have been given: one of the conditions of the NOA was a cap on the number of workers permitted on the island at any one time, and the increased accommodation breached that cap, with consequent impacts on biodiversity, biosecurity and the wider environment of Assomption. Mrs. Servina confirmed that she would not lift the Planning Authority's Stop Notice if planning concerns alone were addressed: the Stop Notice had been issued in support of the Prohibition Order, and the biodiversity issue, which was the gravamen of the Prohibition Order, had not been resolved.

5.103 On hand-clearance and the use of dune sand, Mrs. Servina conceded that the planning permission required clearance to be carried out by hand, but that the Planning Authority's officers, when they visited in September 2025, observed that clearance had been done by bulldozer ("you could see clear marks that the trackers had been used"). The breach had not been noticed at earlier visits, which had in any event been less frequent than the planning conditions required, with IDC citing aircraft servicing issues. On the sand dunes, Mrs. Servina confirmed that no permissions had been issued on the use of sand from the dunes for construction on the island itself (as distinct from the FIFA Beach Soccer extraction permit issued in October 2024, considered in Chapter III). The Sand and Gravel Controller had consulted the then Principal Secretary for Environment, Mr. Matatiken, on the FIFA permit, and nothing had been said about the grasses, fauna or butterflies of the dunes; the working assumption

had been that the dune replenishes itself each season. Mrs. Servina conceded that, in addition to the FIFA permit, dune sand had also been used for filling cast holes and for making bricks on Assomption itself, and that no conditions had been imposed on that use.

(ii) Mr. Cyril Bonnelame, then Chief Executive Officer, IDC

Sittings of 12 January 2026 at 11.14 am and 12 March 2026 at 11.00 am

5.104 At his first sitting Mr. Bonnelame, who had been Chairman of the Planning Board before his appointment as Chief Executive Officer of IDC on 6 January 2025, gave evidence on the conduct of construction on Assomption and on IDC's role as contractor. He explained that, IDC being the contractor for the development, its obligation was to carry out the construction in accordance with the planning regulations and the environmental conditions attaching to the NOA, and that, as both contractor and landlord of the island, IDC was concerned not only to build but to protect the environment. He accepted that there was a list of conditions forming part of the NOA which had not been implemented while the project was ongoing, and that this had given rise to the first Stop Notice in May 2025 and the Prohibition Notice of November 2025.

5.105 On the transport of materials and its proximity to turtle-nesting habitat, Mr. Bonnelame confirmed that no jetty had been provided, the relevant submission having been made only recently notwithstanding that IDC had repeatedly raised the need for it in its weekly meetings, since a jetty would assist the unloading of materials arriving from Mahé. In the absence of a jetty, materials were landed by barge, the barges being beached or offloaded at sea not far from the beach, by the jetty. He accepted that he had observed turtle nesting along the beach, though he maintained that offloading was carried out at the jetty. He gave the magnitude of the barging operation as barges of between 350 and 400 tons, with, on average, three or four landings per month in fair weather and as few as two per month during the rough season around August.

5.106 As to compliance with the conditions governing construction, Mr. Bonnelame made a number of material admissions. He accepted that the clearing of vegetation had been carried out by machinery and not by hand, stating that he had been unaware that hand-clearance was a condition and that, in his view, the clearance could not have been accomplished by hand within the twenty-month construction period. He confirmed that certain of the sinkholes and caves had been filled, his understanding from the construction team being that this had been necessary to support the structures. He confirmed that no tortoise underpasses had been constructed across the runway. He also addressed the killing of a tortoise and the failure to observe speed limits for machinery on the island, which he described as a single unfortunate accident, following which rules were set for how vehicles should be driven so that it should not be repeated.

5.107 On sand extraction, Mr. Bonnelame confirmed, then being a member of the Planning Board, that permission had been granted for the extraction of sand from the dunes on the east side of the island for the FIFA Beach Soccer event, recalling a request for approximately 4,500 tons. He confirmed that sand for the construction was being taken from the same dunes. He could not comment on whether any biodiversity assessment had been carried out before the extraction.

5.108 On the appointment of an Environment Officer, Mr. Bonnelame confirmed that, following the first Stop Notice, a person had been appointed by the Developer but had remained on the island only some two weeks before leaving, that there had been no Environment Officer in the interval before the appointment of Mr. Daniel Rosette of SIF, and that Mr. Rosette remained on the island at the date of his testimony. He confirmed that the workers were not given environmental training, although the Project Manager, who was resident on the island and had previous experience with island projects, was aware of the environmental sensitivities and interacted with the Environment Officer.

5.109 On biosecurity following the suspension of works, Mr. Bonnelame confirmed that Pestea had apparently withdrawn their services, with the result that there was no pest control on the island, the only environmental presence being Mr. Rosette. He confirmed that the biodiversity assessment had still not been carried out, and that the development had originally been presented at outline stage as an eco-resort, the Department of Environment having taken the position that what was delivered was not an eco-resort. He confirmed a peak workforce of approximately 560, against the figure of 500 stated in the ESIA, with 384 IDC workers and 60 UCC Sey workers on the island at the date of his testimony. He further confirmed that item 20 of the civil works contract allocated responsibility for environmental compliance to IDC, although he maintained that such responsibility properly lay with the Developer.

5.110 At his second sitting, in his supplementary evidence, Mr. Bonnelame addressed both the sand-extraction permit and the runway conditions. He confirmed that there had been two letters relating to the sand extraction: the first, dated 31 October, granting permission generally; and a subsequent variation of 12 December specifying extraction from the sand dunes and requiring photographic records. He accepted that the photographic records required by the variation letter were not submitted, and, in substance, that IDC did not comply with the conditions. He confirmed that the 3,000 metric tons of sand had been taken from the sand dunes, as the volume and quality required were unavailable elsewhere on Mahé within the time available.

5.111 With regard to the runway, he confirmed that he was not aware of any biodiversity assessment having been submitted, and accepted that it was unusual for a Class 2 assessment to carry a biodiversity-assessment condition at all, the condition having been imposed here specifically because of the

sensitivity of the Assomption environment. As to the extent of the development, he confirmed that the subleased area had not been delineated and that, while individual villas had been pegged, the overall hotel footprint had not. A final delineation would depend on the outcome of the Commission's work and of the biosecurity exercise then in progress.

(iii) Messrs Raihan and Hilal, OBIL / IDCC

Virtual hearing 12 January 2026 at 2 pm

5.112 Mr. Raihan and Mr. Hilal environmental evidence was given with reference to a documentary timeline and presentation shared on screen.

5.113 The witnesses explained that, on IDC's recommendation, they engaged ICS, described as "partially government", as environmental consultant to guide the master plan, including the offset from the high-water mark, by reference to other islands for which ICS had carried out environmental impact assessments. The requirement to undertake the EIA was, they said, embedded in the outline planning approval. As a management company handling several projects at once, they candidly accepted that they relied entirely on ICS and were not themselves environmental specialists; they considered it impossible to verify l1§ne by line whether ICS had complied with the scoping report, the ESIA ToR, or the final ESIA, expecting instead that the consultant they had hired and paid would meet all environmental conditions and regulations.

5.114 The Commission put to the witnesses that certain matters namely, the biodiversity assessment and concerns relating to flora and fauna, had been raised in the scoping report but not carried through into the final ESIA. Mr. Raihan responded that the witnesses were not sufficiently skilled as environmental specialists to "connect the dots" between the scoping report, the ESIA ToR and the final ESIA, and confirmed that they had not themselves studied either report in detail, having relied on ICS. They treated not the scoping report but the notice of acceptance, the approval issued by the Ministry of Environment on 29 August 2024 — as the project milestone, regarding their relationship with ICS as complete upon its issue.

5.115 The witnesses described the ESIA process as having begun in January 2024, proceeding through public meetings at which SIF, as the neighbouring landowner, was among the largest stakeholders and submitted many comments routed to ICS through MACCE. The notice of acceptance issued by MACCE accepted the ESIA subject to comments to be addressed. The witnesses referred to 27 such comments - the principal thrust of which was that the Developer was to appoint biosecurity officers and comply with the biodiversity management plan. They distinguished the ESIA approval works from the subsequent "field works," which were to entail all 27 comments together with the implementation of the mitigation measures in the ESIA, and noted that the ESIA approval called for some 384 discrete tasks to be tracked as done or outstanding.

5.116 The witnesses stated they had received the contract to engage ICS for the field works in December and were preparing to do so when the then President announced in the National Assembly that SIF would take over as the environmental and biosecurity lead for the Assomption project. From that point, the Developer sent a draft memorandum of understanding ("MOU") to SIF (on 7 March), under which SIF would assume the complete environmental requirements, funded by the Developer, acting as the environmental conservation and biosecurity management consultant for Ocean Breeze and any appointed operator.

5.117 They described protracted delay in concluding that MOU: SIF was said to be awaiting a board meeting and then directions, the President being the patron of SIF; the MOU was eventually signed by SIF on 12 August 2024 following two days of negotiations in June. SIF's initial fee proposal was set at approximately US$4.364 million, covering equipment, resources, and labour costs over two years for Assomption (the witnesses stated this did not extend to Aldabra). The witnesses emphasised that no services contract with SIF had been executed to enable deployment of personnel, and contrasted SIF's figure with the substantially lower quotation earlier received from ICS, while stating that they were nonetheless willing to pay the higher amount in deference to the Head of State's direction.

5.118 The witnesses gave evidence of a first Stop Notice issued on 15 May 2025 by the Ministry of Environment (on representations to the Planning Department), which referred to non-compliance with points among the 27 comments in the notice of acceptance. They said this notice was lifted within four working days after a meeting at the IDC office, attended by the Ministries of Environment and Planning, IDC and SIF, at which the Ministry queried the absence of an environmental lead on site; on being shown the SIF memo, the authorities treated SIF as the lead and lifted the notice. Later, the witnesses said, a prohibition notice was received from the Ministry of Environment on 13 November, followed by a stop notice on or about 14 November, again referring to the unaddressed points from the notice of acceptance.

5.119 A central theme of the Commission's questioning was identifying the party responsible for environmental compliance. The witnesses' position was that responsibility lay with SIF, "it should be SIF", by virtue of the President's announcement and SIF's own memo declaring itself the environmental lead, such that SIF should bear at least partial responsibility, notwithstanding the absence of an executed contract. They maintained that the civil contract with IDC concerned construction only and had "nothing to do with the environment," while also asserting that IDC, as landlord, main contractor, and major government entity, bore significant responsibility for environmental compliance. The witnesses described themselves as caught "in the middle," ready and willing to comply and to sign with SIF, but unable to compel SIF to contract while SIF awaited presidential direction. The Commission noted that

it was receiving differing narratives from different parties as to whether responsibility rested with SIF, IDC, UCC Sey or the Developer.

5.120 The witnesses asserted that they had done "nothing but" comply with the authorities' requirements, pointing to submissions made on the planning portal (with fees paid) following the November notices, and to the completion of items including a nursery, species relocation, and updated CEMP and EMP documents, the nursery drawings having earlier been submitted via SIF to MACCE. They complained that neither the Planning Authority nor the Environment Department had responded formally to these submissions. They confirmed that approximately 500 workers remained on Assomption notwithstanding the November stop notice, an informed decision having been taken not to airlift them out in the expectation that the notice would shortly be lifted.

5.121 Invited to address the long-term environmental impact, the witnesses advanced the development as a net environmental benefit. They stated that Assomption, degraded by historic guano mining, would otherwise continue to decline, and that their plans involved restoring landscape and lost flora and fauna and eradicating invasive rats, cats and other alien species,drawing the comparison that rectifying such invasions on Aldabra was now a job costing more than US$20 million. They said the resort had been deliberately limited to 40 villas to remain exclusive and low-impact, would offer only non-motorised water sports, and was designed to avoid disturbance to turtle nesting and to the "3,000 species on land, sea and air," with guest visits to Aldabra to be custom-managed through SIF-managed "shepherds."

(iv) Mrs. Nanette Laure, Director-General, Department of Environment and Natural Resources

Sittings of 13 January 2026, 9.00 a.m. and 10.35 am

5.122 Mrs. Laure described the standard process for an environmental impact assessment of a Class 1 project on an outer island. The process begins with an outline planning application circulated by the Planning Authority to the Department of Environment, in response to which the Department issues a letter requiring a Class 1 ESIA and informing the Developer that an ESIA Consultant must be appointed. An inception meeting between the Department and the appointed Consultant is followed by a scoping phase, which includes consultation with all relevant Ministries, Departments and stakeholders (including, for outer islands, ICS and other relevant non-governmental organisations), and a public meeting (typically on a Saturday for maximum participation). Comments are collated by the Consultant in a Scoping Report submitted to the Department, which then issues the ESIA ToR to the Consultant. The Consultant produces the ESIA Report, which the Department circulates to stakeholders and places on public inspection for two weeks. After

public review the Department issues either a NOA with conditions, or a refusal. For a Class 1 ESIA the cardinal post-issue condition is the appointment of an Environment Officer, employed and paid by the Developer but meeting Department criteria, permanently on site during construction, reporting monthly to the Department, and contacting it whenever guidance is needed.

5.123 Mrs. Laure first became aware of the proposed Assomption development in July 2023, when ICS applied to the Department to be registered as an EIA Consultant. There were at that time two projects in contemplation: "Grand Barbe" on Silhouette and Assomption. The Department raised a concern that ICS being appointed as ESIA Consultant for Assomption would constitute a conflict of interest, because IDC, which was directly involved in the development, was represented on the ICS Board through Mr. Glenny Savy. ICS appealed the Department's initial position; ICS responded to each of the Department's points and was eventually granted approval to register as an EIA Consultant. The Department continued, however, to raise its concerns in relation to the Assomption project specifically.

5.124 Mrs. Laure described the development as the most environmentally sensitive that her Department had ever handled on the outer islands, and as one of the most sensitive in the Seychelles, the Department being on a correspondingly higher state of alert.

5.125 The inception meeting between the Department and ICS was held on 26 January 2024. The scoping meeting was held on 5 February 2024. The scoping visit took place on 6 February 2024 and was attended by the Department, ICS, SFRSA, the Planning Authority, the Department of Public Health, DRDM and SIF (the SIF team from Aldabra). A second scoping meeting was convened with the core team of the Marine Spatial Plan in view of the location of Assomption within the zone-1 area of the Marine Spatial Plan and its proximity to Aldabra. The public meeting was held at Roche Caiman Community Centre on 9 March 2024 from 2.00 to 5.00 p.m. The scoping forms were due on 20 March 2024. The Department issued the Terms ESIA ToR to ICS on 17 April 2024.

5.126 Mrs. Laure summarised the position of ICS in the Scoping Report as set out at paragraph 2.9 above. She recorded as the Department's own view, in similar terms, that the Department was "strongly in favour" of the recommendations to minimise the development footprint and for Assomption to be developed as an eco-destination, and the Developer was advised to consider an eco-resort as an alternative. By way of an example of an eco-resort in the Seychelles, she instanced "North Island style, small Villas which blend with the environment".

5.127 The ESIA Report was received in soft copy on 13 May 2024. The Department identified that certain annexes referred to in the body of the Report were missing and met ICS in June 2024 to discuss those omissions and other observations. SIF, on receipt of the Report, raised the need for a specific Biosecurity Management Plan, which ICS commissioned from Mr. Pete Corson

(one of the experts recommended by SIF) and which was submitted on 1 August 2024. The Report was placed on public inspection from 3 to 22 July 2024.

5.128 The Department's Feedback Letter of 18 August 2024 (recorded "insufficient and missing information", "inconsistencies and lack of clarity", and concerns as to "document structure and coherence". ICS provided a letter of reply addressing each point. The Department held internal discussions and a meeting with the Minister. The Department then held external meetings with IDC and ICS. The President convened a meeting at State House, at which the Minister was present, at which each of the issues raised was discussed in the presence of ICS, IDC and the Ministry. The NOA was released on 3 September 2024.

5.129 On the question of executive involvement, Mrs. Laure's evidence was that the President "did meet with us at one instance, to discuss on the different matters that were raised and then each of those issues were discussed, in the presence of ICS, IDC and the Ministry as well". The NOA followed a day later.

5.130 Mrs. Laure said that the Department raised concerns from late 2024 onwards that the conditions of the NOA were not being respected. The Environment Officer was not appointed. The full biodiversity assessment was not initiated. The Department wrote internally and met with IDC in early 2025, and in April 2025 wrote a letter to the Developer recording the concerns. In May 2025, the Department issued a directive to stop, addressed to Mr. Omar Al Salihi of UCC. A meeting was then held in Seychelles attended by senior representatives of the Developer, at which the Department required, as a condition of lifting the directive, a letter confirming the appointment of an Environment Officer. The letter stated that SIF would be the Environment Officer for the project. The directive was lifted. The Stop Notice issued by the Planning Authority in support was likewise lifted on 21 May 2025. SIF appointed a temporary Environment Officer who went to the island in June 2025, but he stayed only two weeks. The permanent Environment Officer appointed by SIF only went to Assomption in September 2025. Between July and September 2025 there was no Environment Officer on the island; construction continued; and the biodiversity assessment had still not been initiated.

5.131 On 13 November 2025 the Department issued the Prohibition Notice. The Notice remained in force at the date of Mrs. Laure's testimony. The Developer had stated that all the requirements had been satisfied; Mrs. Laure said it was "not correct to state that they have submitted everything" as the Department was still awaiting the Environment Management Plan; the biodiversity assessment had not been started (the Developer having referred the matter to SIF, but with no result on the ground); and the species relocation information remained outstanding.

5.132 Asked about the Developer's submission to the Commission that responsibility for environmental compliance fell on IDC as contractor and not on the Developer, Mrs. Laure rejected the submission. The compliance with

environmental conditions was, in her view, "a shared responsibility" between Developer and contractor: "If this is my development, then I need to ensure that all of the respective laws and Regulations are being followed correctly", the Developer being responsible for ensuring that its contractor adhered to the conditions in the NOA. Asked about the Developer's submission that SIF's quotation for the biodiversity assessment had been "exorbitant", Mrs. Laure declined to comment on the financial arrangements but maintained that environmentally there were continuing impacts which had required action, and that the Developer and SIF were now to share responsibility under the Developer's confirmation that SIF would be the Environment Officer.

5.133 As to the position now, Mrs. Laure said that with the project approximately 50 per cent complete, the focus had to be on mitigative measures. An updated Environment Management Plan was essential, so that whatever followed, if approval were given, did not impact further on the environment. If the project were stopped completely, mitigative measures and restorative action would still be required for the areas already cleared.

(v) Witness A

In camera and anonymised 11 January 2026 at 10.00 am

5.134 Witness A confirmed that a meeting was convened at State House and was attended by the President; the then Minister for Lands; the then Chief Executive Officer of IDC; the then Chairman of the Planning Authority; representatives of another organisation; the Minister for the Environment; other persons including MNAs.

5.135 The President opened the meeting by stating that he had been to the island the day before, and he could not see what the complaints about. For example, the concerns about the jetty, as the jetty was already there and simply had to be repaired. The witness understood the President to be giving the impression that the concerns identified in MACCE's Feedback Letter were of no substance. The Minister assented to the President, and the meeting concluded on that basis. The NOA was issued in early September 2024 under pressure from that meeting.

5.136 After the NOA had been issued, instructions were sent to the Developer and other concerned stakeholders, recording that the Department's requirements had not been taken seriously and that, if specified matters were not addressed, the planning applications consequent upon the NOA would be held up. The witness learnt that the President had telephoned Planning in terms which suggested to the witness that the foreign Developer or IDC had complained directly to the President, and that the President's office had been made aware of the Department's instructions.

5.137 The witness further informed the Commission that, in response to the Department's and the fund's repeated representations that an Environment

Officer must be permanently on site, a temporary officer was eventually recruited; he lasted approximately two weeks and then resigned. The witness had no further information as to the reason for his resignation. The witness also confirmed that, after the issue of the NOA, the Department was not party to the meetings, financial discussions or agreements that ensued between the Developer and other stakeholders.

5.138 A Prohibition Notice for the island had then issued after the Department had taken legal advice prior to doing so. The witness told the Commission that the new administration had not placed any further pressure on any person or on any Department. The witness believed that the new Minister was, however, in the process of establishing a Task Force on the island, which the Minister herself would chair and of which another official would be Vice-Chair.

(vi) Mr. Christian Lionnet, then Deputy Chief Executive Officer of IDC

Sittings of 13 January 2026 at 1.00pm and 31 March 2026, 1.40 p.m.

5.139 Mr. Lionnet, a civil engineer and former Minister for Land Use and Housing, had served on the Planning Board and had been Deputy Chief Executive Officer of IDC since October 2019. He explained that an eco-tourism development on Assomption had featured in IDC's five-year development plans since 2018, and that he had first met the prospective investors on 29 April 2023, when they requested a visit to Coetivy and Assomption. Following an EoI published on 3 June 2023, the only submission received was that of the Assets Group whose proposal was approved by the IDC Board and accepted by letter of 23 August 2023, subject to a detailed planning application, a Class 1 environmental impact assessment, and Government sanction of the sublease.

5.140 On the ecological significance of Assomption, Mr. Lionnet explained that IDC's mandate was to protect, preserve and sustainably develop the outer islands, and that IDC's historical presence on Assomption had served to keep the airstrip open as the gateway to Aldabra and to deter the poaching of turtles by persons from Mahé, Madagascar and the Comoros. He confirmed that Assomption forms part of the Aldabra Group, and that it attracted particular scrutiny because of that proximity, SIF being concerned that any development on Assomption might adversely affect Aldabra.

5.141 On the meaning of "eco-tourism", Mr. Lionnet expressed the view that there is no legal definition of the term in Seychelles and that, in his opinion, "eco" is not a question of size but of management practice – such as, the resort being some 95% solar-powered, with treated wastewater reused for irrigation and conservation incorporated into the management of the development. He explained that the form of construction (concrete, rather than timber) was dictated by the cyclonic conditions of the area, the island having experienced cyclones in 1998, 2006 and 2016, and that the architect had sought to blend the buildings into the landscape, including by the proposed use of coral lying on the

island, extracted during the guano era, as cladding. He confirmed that the initial proposal had comprised 42 villas with six or seven restaurants and a footprint of about 71,000 square metres, which had given rise to concerns as to size.

5.142 On the conduct of the ESIA, Mr. Lionnet confirmed that IDC had directed the Developer to ICS, which he described as a genuine suggestion made because ICS was resident on the islands, was passionate about protecting the environment, and had acted as IDC's conservation partner over the years, including on Astove and Alphonse. He accepted that the question of conflict of interest arising from ICS's position (Mr. Glenny Savy being a trustee of ICS) had been raised, but observed that any ESIA consultant is employed by the Developer and that the conflict therefore exists however the matter is approached.

5.143 On the deferral of the full biodiversity assessment, Mr. Lionnet confirmed that the Scoping Report had recommended that the project not proceed until a full biodiversity assessment had been carried out, and that stakeholders and SIF had requested that the project be put on hold for a year for that purpose. He confirmed that the flora had been comprehensively surveyed by Senterre and others- work he described as of high quality and complimented by SIF - but that no assessment of the fauna had been carried out. He explained that the Developer and IDC had argued that the fauna assessment could be done in parallel with construction, and that approval had been granted on that basis. Pressed on the concern that conducting the assessment in parallel would not yield a true baseline, since the fauna would already be affected by construction, he maintained, as a civil engineer rather than an environmentalist, that the assessment could properly be done in parallel provided it began on the first day of construction, and emphasised that only about 4% of the island's area was to be developed.

5.144 On mitigation of turtle-nesting impacts, Mr. Lionnet stated that, although a Developer would naturally select the best coastal site, measures had been taken to mitigate the impact on sea-turtle nesting, including the adoption of a setback of 40 metres or more (against the statutory minimum of 25 metres) and the relocation of the former coastal road to the rear of the development, which he said would create additional space for nesting.

5.145 On the appointment of an Environment Officer, Mr. Lionnet gave detailed evidence that the failure to appoint such an officer lay with the Developer. He explained that, during a handover visit to the Developer in Qatar on or about 7–9 December 2024, IDC had hand-delivered to Mr. Omar Al Salihi a costed ICS proposal (in the region of half a million US dollars) for a Senior Conservation Officer, an Assistant Conservation Officer and a Ranger to be placed on the island, who would also have discharged the Environment Officer function, and that he had followed this up by email of 27 January 2025 and at weekly project meetings, but that the Developer had failed to act. He observed

that the first construction barge had left Mahé on 30 November 2024 and that, had ICS personnel been on the ground from the outset, the biodiversity assessment would by now have been completed and baseline data (including on nesting turtles) obtained; in his view the responsibility, and the blame, lay with the Developer, who had not treated the matter as important.

5.146 On biosecurity during construction, Mr. Lionnet described the measures IDC had itself put in place from the outset. IDC had appointed Mr. Hughes Mederick as its biosecurity champion, as recommended in the Biosecurity Management Plan, and had engaged Pestea, with the result that every barge from the first to (on his account) the thirty-fourth had been fumigated, inspected for pests and issued a pest-free certificate, a Pestea officer having inspected the first barge before it was permitted to beach. He stated that an entomologist working for SIF on Aldabra and Assomption had, on an initial report, found that nothing new had been introduced, which he regarded as confirming the adequacy of the measures. He confirmed, however, that no Environment Officer was appointed to address the biodiversity assessment or wider environmental controls until after the first Stop Notice, the materials-inspection regime being the only control in place until then.

5.147 On the allocation of responsibility for environmental compliance, Mr. Lionnet accepted that the responsibility matrix in the civil works contract identified IDC as the responsible party for environmental matters, but maintained that this did not absolve the Developer of its regulatory responsibilities, that the NOA had been served on ICS (as the Developer's consultant) and not on IDC, that there had been no financial agreement to pay IDC for that role, and that the Environmental Management Plan annexed to the ESIA defined responsibility for matters such as preservation of landscape and vegetation and prevention of invasive-species incursion as resting with the Developer. He stated that the funding of the Environment Officer and of the biodiversity assessment was the responsibility of the Developer.

5.148 On the Stop Notices and the transfer of the environmental role to SIF, Mr. Lionnet confirmed that the first Stop Notice and the later Prohibition Notice had been issued to the Developer, with the Stop Notice issued to IDC as contractor, and that IDC had ceased work on each occasion. He confirmed that the first Stop Notice had been lifted some four or five days after the Developer flew to Seychelles and committed to appointing SIF to represent it on environmental matters. He gave evidence that the President's announcement, in the State of the Nation Address of February 2025, that SIF would take over the environmental role had been made with zero consultation of IDC or ICS, notwithstanding that ICS had already provided a quotation and that the SIF contract was said to be in the region of five million US significantly more than ICS had quoted for the same work. He stated that he could not comment on the reason for the Executive's intervention.

5.149 On the alleged breaches of conditions, Mr. Lionnet gave evidence differing in certain respects from that of the Chief Executive Officer. As to hand-clearance, he stated that the initial clearing and pegging of sites had been done by hand and that heavy machinery had necessarily been used subsequently for foundation works; as to the disposal of cleared material, he said that biodegradable material had been stockpiled in an old guano hole rather than in the sand dunes. As to the filling of holes, he drew a distinction between sinkholes (natural formations by the shore, which he said had not been filled) and old guano holes within or near the building footprint, which had been backfilled with sand and given a concrete capping where construction required, on a method designed by the project engineers.

5.150 On the jetty, Mr. Lionnet confirmed that condition 8 of the NOA of 3 September 2024 required a detailed planning application for the reconstruction and repair of the existing jetty, that this had not been submitted until recently, and that IDC had pressed for the jetty's rehabilitation because of the constraint that materials could be landed only at peak tides. He acknowledged the Department of Environment's concern that the revised proposal for an extended floating pontoon required an assessment of its impact before approval, and that no such report had been submitted. He further confirmed that, of the outstanding conditions for lifting the Stop Notice, the biodiversity assessment and the species-relocation plan remained outstanding, and that the Biosecurity (Environmental) Management Plan remained an outstanding integral part of the ESIA, while the updated construction environmental management plan had been submitted by IDC.

5.151 On biosecurity following the suspension of works, Mr. Lionnet confirmed that Pestea had withdrawn its remaining personnel from the island owing to long-outstanding dues owed by the Developer, and produced an email of 29 May 2025 to the Ministry of Environment in which he had, as Landlord of Assomption, flagged the inadequacy of biosecurity staffing in the face of multiple barges beaching the island and sought the Authorities' assistance in pressing the Developer to provide sufficient personnel and to sign the contract for the concrete biosecurity plinth at Ile du Port. He denied that any pressure had ever been brought to bear on him to speed up the works or to act contrary to the planning or environmental regulations, and denied receiving any money in connection with the development.

5.152 Mr. Lionnet was recalled by the Commission on 31 March 2026, principally in connection with the valuation of the lease, the projected operational revenue, and the IDC investment-and-asset position. His evidence on those matters is summarised in Chapter II. The Commission summarises here only those passages of the recall sitting which bear on environmental and ecological impact.

5.153 On downscaling of the development, Mr. Lionnet considered it "premature" to take a position on whether and to what extent the development could be downscaled, on the basis that the biodiversity assessment is presently underway and that an informed decision could only be taken once its results are in. He confirmed that the entomological component of the biodiversity assessment had been completed, that the bird-survey component was underway on the island at the date of his testimony, and that the Indian Ocean Tortoise Alliance was shortly to commence the tortoise population census. Only after the results of those surveys were available could a properly informed decision on the size of the project be taken.

5.154 Mr. Lionnet stated, in response to questions from the Commission, that if the project were to be downscaled to the private residences (corresponding broadly to Villas 33 onwards), the development would not be sustainable for IDC in the absence of the Developer paying the operational costs of keeping the resort open. He took the view that an IDC island used as a sole private residence would not bring revenue, would not create employment, and would not be in the national interest.

5.155 Mr. Lionnet was also asked about the impact of the Gulf conflict on the development. He considered that the global cost of construction materials had risen - cement having moved, on his account, from USD 80 per tonne to between USD 160 and USD 172 per tonne - and that there would be a short-term price hike, with prices reverting over time.

(vii) Ms. Victoria Duthil, Friends of Aldabra

Sitting of 13 January 2026, 2.30 p.m.

5.156 Ms. Duthil is a Seychellois citizen, 24 years old, with a background in biomedical science and marine biology, who returned to Mahé in August 2024. She is the Campaign Manager of Friends of Aldabra, which she described not as a formal non-governmental organisation but as an advocacy campaign powered through partnerships with other NGOs and funded philanthropically by local and international donors whom she had not personally met. Three or four paid full-time staff (including herself) presently work on the campaign. She produced a comprehensive evidence package which the Commission marked as Exhibit COI 10, including satellite imagery, official approvals, press coverage, expert analysis, and the white-paper critical review of the ICS ESIA published by Friends of Aldabra on 1 November 2024.

5.157 Ms. Duthil set out a chronology of what she identified as the principal points of procedural and environmental concern. The expansion of the airstrip on Assomption began on 8 October 2023, in advance of the written ministerial approval dated 15 November 2023. The Cabinet endorsed the Assomption development on 25 April 2024, some two months before the first draft of the ESIA Report was available. The ESIA was published in final form by ICS on 24

June 2024. On 27 February 2025, in the State of the Nation Address, then President Ramkalawan confirmed that work had begun on the island and that SIF would assume responsibility for biosecurity management. Satellite imagery obtained in March 2025 showed villa-site clearance. The first Stop Notice was issued on 15 May 2025; it took Friends of Aldabra approximately two months, including freedom-of-information requests and a meeting with the then Minister of Environment, to obtain access to its terms, which were eventually leaked to her in July 2025.

5.158 The first SIF Environment Officer was deployed on 27 August 2025 and resigned approximately two weeks later. The image of an injured Aldabra giant tortoise on Assomption was leaked publicly on 3 September 2025. On 17 September 2025, Friends of Aldabra filed a constitutional petition on the right to a clean, healthy and sustainable environment. The Department of Environment issued a Prohibition Notice on 13 November 2025, and the Planning Authority issued a Stop Notice on 14 November 2025. During the presidential visit to Assomption of 1 December 2025, it became apparent that the number of staff beds on the island exceeded 1,000, and that planning approval for in excess of 500 additional workers had been granted, notwithstanding the limits set out in the ESIA.

5.159 On the ecological character of Assomption, Ms. Duthil set out the position of Friends of Aldabra: that, contrary to the characterisation of the island as guano-mined waste, Assomption hosts a five-and-a-half-kilometre beach critical for sea turtles “not only in Seychelles, but in the entire western Indian Ocean”, an outstanding insect diversity (whence the appellation “Butterfly Island”), and waters of considerable but undocumented biological richness. The absence of a pre-development scientific baseline on the fauna and on the marine spatial environment was, in her view, the gravamen of the case; the project could not lawfully proceed in the absence of those baselines because they could not be re-established once construction had begun. The proposition that the biodiversity assessment could be conducted in parallel with construction (which she understood to be the position of both ICS in the ESIA and SIF in its subsequent negotiations) was, on her account, scientifically untenable: a baseline cannot be established against a moving condition. The gold standard, she said, would be a biodiversity assessment of at least one year, sufficient to capture seasonal variation between the southeast and the northwest monsoon.

5.160 On the proximity to Aldabra, Ms. Duthil emphasised that Assomption lies 27 kilometres from Aldabra (“a stone’s throw away”), that any imported risk or harm to Assomption is by extension a risk to Aldabra, and that the biosecurity protocols which apply to SIF’s operations on Aldabra, protocols which she had personally observed while volunteering with SIF on Aldabra, are draconian by design. In her assessment, a hotel development of the scale of the Assomption project (37 villas, four restaurants, a spa with satellite spa, a wellness centre

with satellite wellness centre, and other facilities) is not capable of maintaining biosecurity at the standard required to protect Aldabra.

5.161 On the way forward, Ms. Duthil considered that the development is not, in its current form, compatible with the protection of Assomption and Aldabra. The constructed buildings, she suggested, could be repurposed for research and as a base for the University of Seychelles. The new Task Force, the establishment of which she supports, requires its membership to be extended to include independent Seychellois NGOs, scientists and experts who have no affiliation with the development.

5.162 On the conduct of the project, Ms. Duthil drew the Commission's attention to two matters of personal experience: first, that she had been on Assomption as a SIF volunteer in November and December 2024, and had been instructed that she could not take photographs or take her phone out of her pocket, the reason given being that SIF's relations with IDC were too difficult to permit it; and second, that she had met Minister Joubert, the then Minister Radegonde on 17 June 2025 following his Assomption visit of 15 June 2025, and Mr. Bernard Georges, in his capacity as Chairman of SIF, in June 2025 (a meeting which Mr. Georges had, on her account, asked be held in confidence).

5.163 Asked about the Developer's submission to the Commission on 12 January 2026 that to halt the project would damage the reputation of Seychelles, Ms. Duthil took the contrary view: Seychelles is being shown by these proceedings to be a sovereign state which will not tolerate Developers "who think that they can come here and break the laws and step over everyone". In her assessment, credible enforcement of Seychellois environmental laws would strengthen rather than damage the country's reputation as a leader in sustainable tourism. Ms. Duthil concluded by urging the Commission to recommend an immediate halt to all activities on Assomption: irreparable harm has, in her view, already been inflicted on Assomption's ecosystems and wildlife; the same actors and institutions who failed to prevent that harm remain in place; and the public's confidence cannot be restored until they are replaced or held to account.

5.164 On the question of inducement and intimidation, Ms Duthil confirmed that she had not personally been offered any inducement to discontinue the campaign and had not personally been placed in danger. She did, however, confirm that "vague threats" had been made to her in the course of the campaign. She declined, on the public record, to identify the source.

(viii) Ms. Lucie Harter, Founder, Seychelles at Heart

Sitting of 13 January 2026, 3.30 p.m.

5.165 Ms. Harter is a Seychellois citizen, self-employed, with a professional background in health and well-being. She is the founder of Seychelles at Heart, an independent media platform and cultural hub that documents and

discusses public-interest issues, including governance, transparency, and how decisions affecting Seychellois society and environment are made. She appeared before the Commission in her personal capacity as a concerned citizen and as founder of Seychelles at Heart; she has partnered with Friends of Aldabra on the Assomption matter. Her evidence-in-chief took the form, in part, of a prepared statement organised under headings; she also produced a bundle of supporting documentation comprising her correspondence with President Ramkalawan, with Vice-President Afif, with scientific consultees, and with the Seychelles Investment Board, together with the contemporaneous documentation relating to her application to hold a peaceful protest in October-November 2024.

5.166 Ms. Harter attended the scoping public meeting at Roche Caiman in March 2024 as a witness only, and had previously engaged against two foreign-led developments -Cheval Blanc at Intendance, and the Canopy Hotel at Anse La Mouche. Across those engagements, she had observed what she described as a consistent pattern: limited transparency, fragmented accountability, and restricted public participation. Her particular concern, as articulated to the Commission, was that the institutional architecture of environmental governance in the Seychelles depends on certain NGOs (in this case ICS and SIF) which are, at the same time, in funding relationships with the Developers whose projects they are expected to scrutinise. She drew a parallel between Cheval Blanc's funding of NCSS, IDC's funding of ICS, and OBIL's funding of SIF. The argument made to her in response - that this is normal practice and is not prohibited by law - did not, in her view, address the underlying conflict-of-interest concern.

5.167 Ms. Harter said that, although she had not received direct threats from public officials, she had been warned indirectly, and through her work with Seychelles at Heart she had come to know a number of Seychellois who had been directly intimidated or threatened by certain politicians in connection with this and earlier developments and who were not, accordingly, prepared to come on to the public record. She referred to her experience during the Cheval Blanc development, where the feedback from departmental officers had been that "our hands are tied, the orders come straight from the top".

5.168 On her direct engagement with the political branch, Ms. Harter said that she had written to former President Ramkalawan seeking a meeting on the Assomption matter; meetings were discussed but did not materialise. She had met the then Vice-President, Mr. Ahmed Afif, after the first round of elections, who had told her (in terms which she recorded contemporaneously) that conservationists are "scared because they do not understand the implications of this development", that Assomption is "bare land" and that "there is nothing there" because of guano mining, and that the development was "the easiest way to bring in revenue". Ms. Harter found this position unacceptable, given the body of scientific evidence to the

contrary that she had assembled in correspondence with several specialists: Dr. Jeanne Mortimer, Mr. Richard Baxter, Dr. Ameer Ebrahim and Celina Chien (of Friends of Aldabra), among others, to the effect that Assomption is a "living, thriving ecosystem" and not bare land.

5.169 Ms. Harter further informed the Commission that her constitutional right to peaceful protest had been refused. By letter of application of 11 October 2024 she had sought a permit to hold a peaceful march in Victoria; the response, signed by Mr. Antoine Denousse for the Seychelles Police, was that the protest should take place in the People's Stadium carpark on the basis that "there are so many activities this weekend" and that the Police were "not in favour of any march around Victoria around this time of year". The proposed date for the march was the weekend of 27 November 2024. Ms. Harter sought formal legal basis for the refusal and received no formal response.

5.170 On the new Task Force established by the present administration, Ms. Harter said that, although she supports the principle of a Task Force, she was concerned that the membership comprises in substantial part the same persons and institutions which were involved in the prior approvals; she referred to this as "the same people and the same Organisations, who got us into this mess in the first place, now had been tasked with getting us out of this mess", and called for the inclusion of independent Seychellois and international scientists in the Task Force's membership.

5.171 Ms. Harter raised four further specific environmental concerns. First, she described the marketing of Aldabra as the "main feature" in the Developer's tender materials, and the reference in the ESIA Report to a possible future helicopter pad on Aldabra (subject to SIF's evaluation); she expressed concern that the practical effect was the creeping privatisation of Aldabra. Secondly, she said that local conservation actors had been blocked from accessing Assomption and Aldabra for legitimate (and, in some cases, free) survey and clean-up work. She gave the example of Mr. Olivier Manaut, whose NGO , Oceanika had, with qualified Seychellois divers, offered to undertake free turtle and fishing-net clean-up surveys and underwater topographical surveys; access had been denied by SIF, with no explanation, while access for cruise-ship tourism activity had been permitted. Thirdly, on the question whether the biodiversity assessment can properly be conducted in parallel with the construction (a position adopted by both ICS in the ESIA and SIF in its negotiations with the Developer), she had consulted PhD-level scientific specialists, both Seychellois and international, who had responded that such an approach is "highly abnormal" and raises serious ethical and scientific concerns. Fourthly, she raised the question of the grave site of the child Mein, which she had been informed had been moved or destroyed and which, if so, would constitute a breach of the prohibition against disturbance of graves in the Seychelles.

5.172 Ms. Harter also referred to information shared with her, under conditions of non-disclosure of source, that the Developers and members of the Qatari royal yacht crews had engaged in spearfishing with scuba tanks (a method prohibited under Seychellois marine regulations) including, on some accounts, within marine protected areas; and to email evidence in her possession of the Developer's intention to introduce foreign plants, imported soil and horses to Assomption.

5.173 In closing, Ms. Harter said that, on her direct experience, the project should not proceed in its current form or under these conditions; the disregard of the first Stop Notice, the failure to undertake the biodiversity assessment as promised in the ESIA, and the introduction of foreign species in conflict with the Developer's own "rewilding" claims, together demonstrated that the Developer had failed to respect Seychellois laws and regulations. As to the Developer's submission to the Commission on 12 January 2026 that arresting the project would damage the reputation of the Seychelles, Ms. Harter took the opposite view: "unethical and opaque practices are what damages Seychelles's reputation", and the credible enforcement of Seychellois environmental laws would strengthen, not weaken, the country's standing among high-quality investors and tourists.

(ix) Mr. Norman Weber, Chief Executive Officer of the Island Conservation Society

Sitting of 14 January 2026, 9.00 a.m.

5.174 Mr. Weber explained that he had been Chief Executive of ICS since June 2020, his role being administrative. The Conservation work itself is headed by a Director of Conservation Science (Mr. Gregory Berke), supported by a team of approximately 40 staff of whom 30 are based on five of the outer islands. The objectives of ICS, as defined in its Mission Statement, are "conservation and restoration of island ecosystems, the sustainable development of islands and awareness of their vulnerability and of the vital importance of the planet's biodiversity." ICS conducts conservation work under an agreement with the Government of 2007; day-to-day operations on each island are conducted through a separate Foundation (with its own Board of Trustees), managed by ICS. The Foundation for each island receives conservation levies from the Developer on that island and pays a management fee to ICS. Aldabra falls outside ICS's remit; the other three islands of the Aldabra Group (Assomption, Cosmoledo, Astove) fall within IDC management. The statutes of each Foundation require a representative of IDC, of ICS and of the Developer on the Board of Trustees.

5.175 On the question of conflict of interest, Mr. Weber accepted that there was a potential conflict between IDC's primary concern with development and ICS's objective of conservation. He explained that the conflict was to be

resolved, so far as possible, at the level of the Board of Trustees of each Foundation.

5.176 Mr. Weber confirmed that ICS was approached by IDC, in or about June 2023, and asked whether ICS would be interested in conducting EIAs both for the proposed Grand Barbe development on Silhouette and for any other developments. The request was made by Mr. Glenny Savy of IDC outside the ICS Board meetings; Mr. Weber assumed therefore that it was a question put by IDC directly, not by Mr. Savy as a member of the ICS Board. ICS applied to register as an EIA Consultant on 5 July 2023; registration was granted by the Department of Environment on 13 October 2023; the Agreement with the Developer (signed not with IDC but with the Developer) was executed on 29 January 2024. There was no tender process for the appointment of an EIA Consultant. The fee for the ESIA work was USD 152,000, all of which was paid by progress payments to ICS.

5.177 As to time pressure, Mr. Weber said that throughout the process, there was "constant pressure" from the Developers to expedite the assessment. The Report was nonetheless produced over a period of approximately eight months, with ICS resisting any commitment to a specific timeframe. The Developers refused to commit to the one-year biodiversity baseline recommended by ICS in the Scoping Report. ICS proposed that the biodiversity assessment instead be conducted concurrently with construction, subject to safeguards, on the basis that the work could be supervised by ICS and conducted by sub-contractors paid for by the Developer. ICS prepared a costing for the biodiversity assessment (a vegetation specialist at USD 10,500, an entomologist at USD 10,500, and an ecologist specialist at USD 21,000, totalling USD 42,000 for the biodiversity assessment proper) together with a feasibility study for rat, cat and mouse eradication (USD 30,000) and biosecurity modelling, the total quotation for the post-ESIA package being approximately USD 85,000. Actual eradication, if found feasible, would be a separate exercise of the order of USD 300,000 or more. The Developer never accepted the quotation. After the issue of the NOA on 3 September 2024 there were no further communications between ICS and the Developer.

5.178 Mr. Weber confirmed that the Department of Environment's Scoping Feedback Letter of 15 April 2024 (he produced a copy) had supported the recommendations in the Scoping Report, had advised that the Developer should scale down its proposal along the west beach in view of its importance as a green turtle nesting site, had required a minimum setback of 40 metres from the high-water mark, had directed that no dune activities be permitted, and had expressed the Department's preference that Assomption be developed as an eco-destination. Mr. Weber accepted that the ESIA ToR issued with that letter then required the matters raised in the scoping exercise to be addressed in the ESIA itself.

5.179 Mr. Weber gave evidence as to the runway. The runway extension had been authorised by the Department under a Class 2 (rather than Class 1) EIA. Mr. Weber was not informed of the basis on which it had been so classified. By the time ICS came to undertake the Class 1 ESIA for the hotel, work on the runway extension had already started. The Department, when asked, had said that it had been unable to visit the island during the construction phase of the runway and therefore could not be sure whether its recommendations had been followed. The original runway of approximately 1.4 kilometres had been extended to approximately 2 kilometres, leaving approximately 200 metres of land on each side. The runway bisects the island, which means that any fencing to prevent tortoises crossing the runway would separate the two halves of the island's terrestrial fauna; ICS had suggested in the ESIA, as a possible mitigation, the construction of underpasses for the giant tortoises.

5.180 As to communication with the Developer during the ESIA process, Mr. Weber said that, although Mr. Savy attended the public meeting at Roche Caiman, he did not attend the stakeholders' meeting or the meeting with the Marine Spatial Plan team. Day-to-day communication with the Developer was through IDCC, in particular Mr. Jad Rizk; Mr. Abid Butt did not communicate directly with ICS. The Developer's communications, in writing and by email, recorded constant pressure for progress.

5.181 Following the issue of the NOA on 3 September 2024, ICS's mandate as EIA Consultant ended. ICS had, however, expected to continue, in the post-EIA period, as the Conservation Manager on the island. ICS had previously established the Aldabra Group Foundation for Assomption, Astove and Cosmoledo. ICS communicated to the Department breaches it had identified, including the absence of an Environment Officer, the failure to initiate a biodiversity assessment, and a photograph of a tortoise injured during construction. The Department did not respond. ICS wrote to the President drawing attention to its exclusion from the process; there was no response, nor to a second letter. Following the State of the Nation Address by President Ramkalawan in February 2025, in which the President announced that SIF would take over the biodiversity assessment, ICS had no further involvement in the project. The exclusion of ICS in this manner pre-dated the formal Cabinet decision and was, in Mr. Weber's evidence, the means by which ICS's objections to the conduct of the development came to be neutralised.

5.182 Mr. Weber acknowledged that Mr. Bernard Georges, then Chair of SIF and Leader of Government Business in the National Assembly, sat on the ICS Board concurrently with his SIF role; he had not declared a conflict but had not turned up to the ICS AGM of June/July 2025. Mr. Weber confirmed that there was an overlap of personnel between the ICS Board, IDC, SIF and the relevant Government Departments, and that there had been no "group

meetings" of the Board members on the islands. He declined to express a view on whether it was wise to have Board members without scientific backgrounds making decisions on conservation matters in the absence of scientists, observing only that it was "sometimes beneficial" and "sometimes not, when there is a potential for conflicts".

(x) Mr. Gregory Berke, Director of Conservation Science, Island Conservation Society

Sitting of 14 January 2026, 10.40.00 a.m.

5.183 Mr. Berke gave evidence on oath. He holds a Master of Science in marine biology, has worked in conservation science in the Seychelles since 2004 (initially with the Seychelles Fishing Authority, 2004–2015), and has worked internationally as an auditor of Chain-of-Custody for sustainable developments. He returned to the Seychelles in 2019 and has been Director of Conservation Science at ICS since April 2023, with experience as marine expert on multiple previous EIAs in the Seychelles.

5.184 Mr. Berke first became aware of the proposed Assomption development at the ICS Board meeting of August 2023, at which a formal vote was taken on whether ICS had the capability to undertake an ESIA for the development. He was satisfied that ICS had the requisite capabilities, including external sub-contractors. He confirmed that, in adopting a Scoping template based on previous EIAs (those of Mr. Louis Barbé for the Alphonse Resort, the Silhouette La Passe road, Desroches and Platte), he had built an enhanced template reflecting the ecological sensitivity of Assomption, the Department having declined to provide a template.

5.185 Mr. Berke conducted his first visit to Assomption between 9 and 14 September 2023. By that time clearing had taken place around the runway, with track-marks visible indicating that machinery (not hand-clearance) had been used, and ground-penetrating radar work was being conducted by a contractor from South Africa engaged by IDC to map the hydrology before the runway construction. Mr. Berke considered the bulldozer-clearance to be unsound environmental practice. ICS had not been consulted in respect of the runway extension.

5.186 Mr. Berke described his first impression of the Developer's representatives as concerned principally with getting the project off the ground rather than with the ecological fragility of the island. He confronted them at the first meeting and told them that until they made certain adjustments, in particular abandoning their proposal for two jetties, one on the north of the island and a second similar to the position of the old jetty, ICS would not progress the EIA. He insisted that only one jetty should be used, restored on the historical footprint with a floating extension on pilings; only that

proposal was, in his view, consistent with Seychelles law and with the zone-1 status of the surrounding waters under the Marine Spatial Plan.

5.187 Mr. Berke's evidence as to the scientific character of Assomption was as follows. The island had previously been described as a "wasteland" in earlier reports and by Government officials on television, on the basis that guano extraction had destroyed it. Mr. Berke's view, having visited the island and reviewed the historical record (including the work of Stoddart and others in the 1860s and 1900s) and Dr. Senterre's 2023 Flora and Vegetation survey, was that this description was misleading and inaccurate.

5.188 No agriculture had ever been conducted on Assomption;[172] native plants had recolonised the island, although they had not, and might never, develop into the large forests recorded by Stoddart, the soil-bearing capacity of the island having been damaged by guano extraction. Aldabra giant tortoises had been re-introduced and were now a viable population on the island. The Madagascar white-eye had naturally re-colonised. Other native birds had not returned. Crustaceans and invertebrates had been less seriously affected by guano extraction and persisted, including a substantial butterfly population (a feature also of Farquhar, Astove and other outer islands but to which more attention had been paid on Assomption "because there is not much else to put attention to"). Mr. Berke emphasised that the most ecologically valuable habitats on Assomption were not the beachfront (which is biologically important rather than biodiverse) but the dune habitats, the sinkhole habitats, and the marshes inland.

5.189 Mr. Berke considered that the scope of inquiry indicated by the public response to the Scoping Report, in particular the recommendation that the development be re-conceived as an eco-resort and re-advertised, given that the basis on which the EoI had been issued (the island as a "wasteland") was incorrect, was not reflected in the ESIA ToR subsequently issued by the Department. The Scoping Report was, he said, "a document that is a hundred per cent my own" and represented an invitation to the Authorities to act on its recommendations; the ESIA ToR, by contrast, did not really reflect any of the recommendations in the Scoping Report and required only the production of a report. Mr. Berke said that, as EIA Consultant, he was legally bound by the ESIA ToR. He understood the ESIA ToR to have been drafted by his EIA Officer (Ms. Beatrice Morel) together with Mrs. Laure, with possible input from others.

5.190 On the deferral of the full biodiversity assessment, Mr. Berke accepted that the best practice (which he agreed was, in international terms, that a

[172] The documentary film (SBC Zi**l** Elwannyen Sesel Assomption) by P. Berlouis and P. Nanty indicate otherwise. During the guano era, workers on Assompotion grew vegetables and other crops.

biodiversity assessment be done before development takes place) had not been followed. ICS had been required to compromise. He said the compromise was reached "because of the pressure from both the Authorities and from the Developers, to produce a Report on a timeline set forth by the Developers." In the best possible scenario, he confirmed, the biodiversity assessment would have been completed before any construction commenced. The compromise reached was that the assessment would be conducted concurrently with construction, subject to a Risk Matrix of safeguards. Those safeguards included: ground-penetrating radar to identify the cave and sinkhole systems before villa siting; placement of villas on pillars to avoid filling sinkholes; manual hand-clearance of vegetation alongside the presence of an Environment Officer (to enable concurrent biodiversity assessment); the presence on the island of a Conservation Team in addition to the Environment Officer; the appointment of a Biosecurity Officer; the appointment of an EIA-compliant Sewage Treatment Plant of containerised type, sized for a minimum of 500 persons; and observance of the cap of 500 workers on the island. Each of those safeguards was, in Mr. Berke's evidence, part of the basis on which ICS was prepared to accept the deferral of the biodiversity baseline.

5.191 Mr. Berke recorded that, on his observation since the NOA, none of those safeguards had been adequately observed. The ground-penetrating radar work, so far as he could tell, had not been done before villa siting. Site clearing had been done by machinery and not by hand. The Environment Officer had not been on site for substantial periods. The biodiversity assessment had not commenced ("it has not even started"). Species relocation, which would have followed from hand-clearance, had not happened (the clearing was visible). The nursery had not been built. The biosecurity review, in the light of the increased frequency of barging, had not been done. On 50 per cent completion of the development, he disputed the figure ("I don't think 50 per cent concrete is there yet … maybe 20 per cent of the concrete work"), but accepted that the biggest impact had been the clearing and levelling of the site without ground-penetrating radar, which meant that no record now existed of which sinkholes had been filled, what species had been translocated, or how the karst hydrology had been affected. He had observed photographs of sinkholes filled with concrete on Assomption.

5.192 Mr. Berke confirmed that the first Stop Notice of May 2025 came about because of ICS. ICS had contacted the Department, threatening to go public with information about the breaches of the NOA, in particular the failure to appoint a Biosecurity Officer. ICS was then ignored, and only when ICS made the threat of going public did the Department issue its directive and the Planning Authority its Stop Notice. ICS was not invited to the meetings

that prompted the lifting of the Stop Notice. ICS publicly supported the Prohibition Order issued by the Department on 13 November 2025.

5.193 Mr. Berke explained that, in his view, the State of the Nation Address of February 2025 (in which the President announced that SIF would take over the biodiversity assessment for Assomption) had "blindsided" ICS. Up to that date ICS had been in negotiation with the Developer for a Conservation Centre on the island and had reached agreement on plans for the Centre. ICS had identified and contacted staff for Assomption. After the State of the Nation Address, ICS had to contact those staff and inform them that the work was no longer available, which caused problems with Immigration. Mr. Berke accepted that SIF was equipped to carry out biodiversity assessments in respect of the Aldabra Atoll and Vallée de Mai (their primary remits) but considered that ICS, with its 20 years of work alongside tourism developments on the outer islands, had more relevant experience for the Assomption project.

5.194 On the conduct of the development since the Prohibition Notice of 13 November 2025, Mr. Berke made the following points. The biosecurity management plan review had not been done. The biodiversity assessment had not been started. The jetty planning application he understood had been submitted, but he was no longer involved. The nursery planning, agreed before ICS was excluded, was not carried out. The species relocation had not been done (the clearing being already complete). He had not seen the updated Construction Environment Management Plan and Environment Management Plan.

5.195 Asked whether the development as currently configured should be given a go-ahead, Mr. Berke said that a smaller development, conceived as an eco-resort and re-advertised on a fresh EoI reflecting the correct ecological characterisation of Assomption, was preferable. The Prohibition Order should remain in force until everything was done, with further work to assess the damage already done. He could not at this stage assess what work would be needed by way of restoration, demolition or rehabilitation without revisiting the island. As to broader observations on the ESIA process, Mr. Berke offered the opinion (which he had previously made publicly at the Roche Caiman meeting and to which the then Director-General of Environment had taken exception on a Seychelles Broadcasting Corporation report) that the EIA system in the Seychelles was structurally flawed because the Consultant is paid by the Developer. The Consultant should be paid by the Ministry to ensure proper accountability.

(xi) Mr. Guy Esparon - Naturalist and Member of the Board of the SIF

Sitting of 14 January 2026 at 11.37 am

5.196 Mr. Esparon described himself as a naturalist whose knowledge of the region derives from some twenty years of work aboard expedition vessels and from five years spent living on Aldabra. He has visited Assomption annually since around 2004 and is familiar with its physiology and ecosystem. He took issue with the characterisation of Assomption, advanced at the scoping meeting, as a mere "wasteland" costing IDC money, explaining that Assomption had once supported what scientists regarded as among the world's largest seabird populations, evidenced by guano deposits reported to have reached fifty feet in height, of which some 160,000 tons were ultimately mined. The Abbott's booby, first identified there in 1898, is now extinct on Assomption, the tall vegetation it required having been cleared by around 1937. He stressed that, following the cessation of guano mining, a new and distinctive ecosystem had developed, which he regarded as very special, and he emphasised the close proximity of Assomption to the Aldabra World Heritage Site and to Cosmoledo, both of which he considered to be placed at risk by harm to Assomption.

5.197 He gave evidence of specific ecological features that had been damaged or destroyed by the development. Sinkholes, some natural and others associated with former bird-roosting sites and guano mining, had been filled in, including one that had been cut into, as supported by photographs in his possession. The sand dunes, which he described as a special and prominent feature playing an important ecological role, had been damaged to the point that one dune was "totally destroyed" by sand extraction, with natural restoration by wind action liable to take thousands of years. He raised early concern about the magnitude of the runway extension, for which a large volume of sand had been used as backfill, noting that the former grass airstrip had been a feeding ground for migratory birds and a crossing point for giant tortoises, and questioning how many hatchlings or nesting areas had been covered. He did not believe a biodiversity assessment had been carried out before the runway was extended.

5.198 Drawing on some fifteen years of biosecurity work in the Arctic and Antarctic, Mr. Esparon regarded biosecurity as the most acute ongoing risk to Aldabra. He criticised the absence of a proper wharf or jetty that would confine loading and unloading to a single controlled area, observing that all access to the region passes across the beach. He drew particular attention to the risk of yellow crazy ants and other vermin entering in the very large volumes of aggregate and sand being moved, and contrasted the present arrangements with the rigorous protocols formerly applied on Aldabra. He considered that SIF, which possesses biosecurity expertise, ought to have been consulted in connection with the ESIA but was not, whether as to species, biodiversity or general concerns, and he was critical of the finding that a biodiversity assessment could be carried out concurrently with the

building works, regarding this as symptomatic of a process that was being rushed.

5.199 On the social and heritage dimension, Mr Esparon gave evidence of a separate grave, near what is now Villa 22, of a child named Mein who had drowned on the Island, distinct from the main cemetery near the IDC village. On his visit in December, he had been unable to locate the Mein grave; the Construction Manager did not know its location; and he accepted that it might have been built over. He described the loss of features that had given Assomption its character for visitors, including the sight of giant tortoises crossing the grassed airstrip, and characterised the developed Island as now resembling a "concrete jungle." Although the Developers had stated they would use only some two per cent of the Island, their operations had in practice been placed almost everywhere, with a likelihood of further encroachment. By way of conclusion, he proposed that the development be restricted, in particular that the proposed thirty-seven villas be curtailed, and advocated the establishment of an international marine research station on Assomption in which SIF, ICS and other NGOs would each have a role.

(xii) Witness C

Sitting of 14 January 2026, 2.00 p.m., by video-link, in camera and anonymised

5.200 Witness C is a scientist and became aware of the proposed development on Assomption in early 2023, when IDC approached SIF to advise that an EoI for a tourism development would shortly be issued. At that stage, the concept was conveyed to SIF in vague terms only, with no information on the scale of the proposed development. SIF asked in its internal management meeting to be involved in all subsequent processes, and to be kept informed. The concept was at first received with cautious optimism on the basis that a development on Assomption might assist with the logistical challenges of managing Aldabra, which lies some 27 kilometres distant and which is inaccessible by sea for more than half the year. The witness described the seasonality: between November and April, during the northwest monsoon, sea crossings between Assomption and Aldabra are possible, although the December rainy season can be unpredictable; between April and November, during the southeast monsoon, the conditions are such that "don't even try, don't even go", and Aldabra is in practice inaccessible to all but very large vessels. Flights are possible year-round, though with difficulty in the southeast season.

5.201 Witness C described the dunes of Assomption as a habitat of considerable rarity in the Seychelles. There were, before construction, two principal dunes — the "big dune" and a second, smaller dune, both of substantial height. The witness has observed that big dune "was no longer there". The witness learned that although the second ESIA Report had quantified the

proposed extraction at 10 per cent of the dune material, in practice, approximately 30 per cent had been removed. This was justified on the basis that LIDAR measurements showed that there was "a lot more sand than we need" and that "it is going to come back". Mr Lionnet of IDC subsequently confirmed that more had been taken than the ESIA permitted. Witness C disagreed with the characterisation of the dunes as a "renewable resource", a characterisation made publicly and repeatedly by Mr. Savy of IDC. The witness considered that there is no scientific basis for that characterisation: if dunes of that age and scale were truly renewable, they would not have reached the size and age that they had. Witness C was also concerned that, the dunes having provided shelter from the southeast monsoon wind to the temporary staff accommodation, the loss of dune material has now exposed that accommodation to direct salt-spray and sand-laden wind during the southeast season.

5.202 Witness C described two versions of the ESIA Report. The first version (which the witness dated to approximately 17 May 2024) was, in the witness's understanding, presented to SIF not as a draft but as the final ESIA. SIF rejected that version, considering that the biodiversity assessment within it was "non-existent" and that the Report contained "so many shortcomings" that SIF had to be selective in identifying the most important points for response. The second, amended, version was circulated on 3 July 2024 with a deadline for comment of 11 July 2024, a window of just over a week to consider a document of more than one hundred pages. The document was supplied first as a PDF, without track changes or an explanation of what had changed between the first and second versions. SIF asked for a Word version and for clarification of what had been amended; both were eventually provided some three days before the deadline. SIF asked the Department of Environment for an extension; Mr. Weber of ICS responded by email expressing dissatisfaction and accusing SIF of using "delaying tactics" to obstruct the ESIA process. SIF declined to be diverted and provided its input within the deadline, working day and night to do so.

5.203 The witness set out SIF's principal concerns with the ESIA Report and the Biosecurity Management Plan. First, the Biosecurity Management Plan prepared by Mr. Pete Corson, although in itself of high quality, had not been institutionalised: there was no discussion among IDC, ICS and SIF as to who would do what, no protocols allocating decision-making, and no mechanism by which (for example) a consignment of potatoes from Mahé found on inspection to be carrying yellow crazy ants could be turned back from Assomption notwithstanding that the inhabitants of Assomption needed the potatoes. Secondly, the plan as drafted did not cover the back-of-house facilities (sewage, desalination, and IDC operations), Mr. Corson's mandate not having extended to those facilities; nor did it have a marine biosecurity component. Thirdly, the biodiversity assessment was absent: SIF made its

position public, in a media release before the ESIA was finalised, that the construction on Assomption should pause for a period of approximately four months to allow proper biodiversity baselines to be established, and SIF met the Minister to press for that pause. SIF was, however, met with significant resistance. The argument put publicly by IDC, in several press interviews, was that "Aldabra does not have a biodiversity assessment, why should Assomption?" - a position which Witness C considered to be without scientific merit, given the differing histories and purposes of the two islands.

5.204 After the NOA was issued on 3 September 2024, SIF did not have access to the Notice itself for approximately five months. SIF did not, accordingly, know the conditions to which the Developer had been made subject, and could not say whether the matters that SIF had raised about turtles and the necessity of a full biodiversity assessment had been addressed in the conditions. In January 2025, some SIF workers learned that there were discussions about SIF potentially taking on a biosecurity role on Assomption, but they were only formally informed of it in February 2025, in the President's State of the Nation Address.

5.205 At the SIF Board meeting following the State of the Nation Address, the President attended in person as Patron and was present for the session at which Dr. Constance of SIF presented a SWOT analysis of the implications for SIF of taking on the biosecurity and biodiversity roles on Assomption. The President was, in the SWOT-analysis session, encouraging in terms, indicating that SIF was "doing an excellent job" and that whatever SIF needed to do this work should be written into the proposal, the Developer to fund it. Witness C considered, however, that the President's presence in the room had a constraining effect on the deliberations and that some Board members felt the need to reconvene the following day, in the President's absence, to discuss the matter on its merits. Witness C's impression was that the Board was "conflicted" rather than simply "on the fence" and that, while there was a notional decision to be taken on whether SIF should accept the new role, the decision had in some sense already been taken before the Board met.

5.206 On the negotiations with the Developer that followed the Board's engagement (between approximately May and June 2025) the witness described a "whittling-down" of the budget proposed by SIF. SIF's plan provided for a full-scale biodiversity assessment, a biosecurity operation incorporating ten dedicated staff on the Mahé side as recommended in the Corson plan, the deployment of an Environment Officer to Assomption, equipment, infrastructure, and the necessary human resources. The weekly meetings with IDCC (Mr. Reihan) became, a series of demands from the Developer that the budget be restructured, that elements be removed, and that SIF absorb costs into its existing operations. SIF and the Developer in particular conflicted over the biosecurity costs on the Mahé side, the

Developer asserting that SIF could absorb ten additional staff within its existing mandate without additional funding, an assertion which SIF refused. The Environment Officer (Mr. Daniel Rosette) was eventually posted to Assomption in August 2025, but the financial arrangements for his post were not resolved until December 2025 , a period of approximately four months during which he was on station and unpaid by the Developer.

5.207 The witness and others had been involved in the meeting that preceded it the May 2025 Stop Notice, Given the "external pressures" on the project, Witness C was "not really surprised" that the Stop Notice was lifted within four days. For the second Stop Notice and the Prohibition Notice of November 2025, the question raised among officials prior to issuance was, expressly, "did you speak to your minister before issuing this?", a precaution which had not been taken before the first Stop Notice.

5.208 Witness C addressed the Developer's position, as taken before the Commission on 12 January 2026, that all the conditions on the project had now been met. The witness drew a distinction between what was met "on paper" and what was met on the ground. For example, in the lead-up to the lifting of the first Stop Notice, the asserted appointment of an Environment Officer had taken the form of a letter only; no officer was in fact on Assomption at the time.

5.209 As to the way forward, the witness considered that the development is now too advanced to permit demolition of the back-of-house facilities and of the villas at foundation and roof-plate stage. Instead, there should be formal protection of the remainder of Assomption - on the Silhouette and Hilton model - so that the development footprint is contained and the bulk of the island is restored. The witness emphasised the very significant restoration potential of Assomption, both for Assomption itself and for the wider Aldabra Group. On the prospect of a research facility on Assomption, the witness observed that the financial sustainability of any such facility, given the remoteness, would be a critical question, the Aldabra research operation being itself subsidised by entrance fees at the Vallée de Mai.

(xii) Dr. Ameer Ebrahim

Sitting of 15 January 2026, 9.00 a.m.

5.210 The Commission heard two environmental experts on 15 January 2026, Dr. Ameer Ebrahim at 9.00 a.m. and Mr. Richard Baxter at 11.25 a.m. Each came forward of his own initiative and gave their services without charge; although the two had inspected Assomption Island together on 11 December 2025 and had prepared a joint report of that visit, their evidence is summarised separately below, each witness's account being taken in turn.

5.211 The two had visited the island jointly on 11 December 2025, arriving at about 10.50 a.m., where they were received by Mr. Jacobus (Koos) Jordaan, the IDC Project Manager, and departing at about 5.00 p.m. They worked from a field guide prepared in advance and structured around the requirements and prohibitions of the ESIA, recording their observations as they went and gathering photographic and drone evidence throughout. Three exhibits were produced through the two witnesses in the course of their evidence which is referred to in their evidence:

Exhibit	Document	Author / Date
COI 14	Joint Site Visit Report – Environmental Compliance Assessment	Ebrahim & Baxter; 12 January 2026
COI 15	Expert Report on the Prohibition Notice and the timing of the biodiversity assessment	Ebrahim; 13 January 2026
COI 16	Batch of drone images and video footage of the site visit	Baxter; captured 11 December 2025

5.212 Dr. Ebrahim described himself as a marine scientist with more than fifteen years' experience in the Western Indian Ocean, now an independent consultant and Chairman of the Marine Conservation Society Seychelles. He told the Commission that he had visited Assomption on five occasions, that he had not himself conducted scientific research there, and that he is currently co-coordinating the Aldabra Group Management Plan, within which, he said, Assomption is one of the most critical areas. He told the Commission that he had produced two documents: the joint report of the site visit, prepared with Mr. Baxter, and a report of his own analysing the Prohibition Notice.

5.213 As to the conduct of the visit, Dr. Ebrahim explained that the joint report recorded twenty-five findings measured against the ESIA, together with a compliance summary, expert opinion and recommendations. He told the Commission that the visit had been undertaken in aid of Article 3.5 of the ESIA ToR, which directs the Commission to the environmental and ecological impact of the development on Assomption and its surroundings, with particular attention to the Aldabra Atoll UNESCO World Heritage Site. He had assessed the site, he said, against the final ESIA prepared by the ICS, the Prohibition Notice of 13 November 2025 and the Stop Notice of 14 November 2025. He acknowledged the limitations of a single day: time had not permitted inspection of the large karst caves, the three mangrove sinkholes, the worker accommodation or the containerised sewage plant;

the witnesses had not been taken to the cemetery near Villa 22, despite asking; they had not interviewed the Environmental Officer or any representative of the Developer; and certain records they had requested were not produced. He added that a first Stop Notice had reportedly issued on 15 May 2025, and that it was unclear to him whether it had been enforced, and if so why, when and by whom it had been lifted; he invited the Commission to look into the matter.

5.214 In his evidence on compliance with the ESIA, Dr. Ebrahim addressed biosecurity first. He said that no quarantine facilities existed at the jetty or the airstrip, and that the IDC Deputy Chief Executive Officer had told the witnesses that quarantine was "impossible" given the volume of equipment in use. He drew attention to Assomption's position some 27 kilometres from Aldabra and to the south-east trade winds, by which, the ESIA itself acknowledges, invasive species and pollutants may be carried to Aldabra. He recorded, as a positive matter, that no soil had been imported, a request to do so having been refused.

5.215 As to site clearing and vegetation, he said Mr. Lionnet had confirmed that clearing began by hand but was completed using machinery, and that no native plant nursery had been established - a matter he linked to the propagation of rare and endemic species, among them the dune grass *Panicum assumptionis*[173]. He said sisal removal had not begun, capacity constraints having been cited. Drawing on data published by Senterre, Mederic and Berke in 2023,[174] he and Mr. Baxter had produced their own habitat map, which, he said, placed the residential footprint predominantly within habitats of high to very high conservation value; on that basis he respectfully disagreed with the view, attributed to Mr. Berke for ICS, that the west coast was not an area of high biodiversity.

5.216 On the karst and hydrology, he said that sinkholes across the construction sites had been backfilled with excavated rock and dune sand and then capped, and that the consequences for the island's hydrology - Assomption being a raised limestone island whose subterranean systems connect to the ocean- were unknown in the absence of ground-penetrating radar and hydrological surveys. He observed that the buildings he had seen appeared to be on pillars, but that the larger caves and the mangrove sinkholes had not been inspected for want of time. He expressed the view that the development ought to have been laid out around the island's natural features, rather than the features made to fit the development.

5.217 On turtles and fauna, he described a six-inch water pipe, said to be temporary and to serve the Emir's villa, running along the west beach within

[173] *Panicum assumptionis*, a grass species described in evidence as endemic to Assomption.
[174] Senterre and others (n89). The witnesses' habitat map, produced as Annex 2 to Ebrahim-Baxter Report, integrates field observation with multispectral satellite classification and assigns conservation values across some twenty ecosystem types ranging from very low to very high.

10 to 20 metres of the high-water mark, with nests observed beneath and behind it; no turtle-monitoring records were available, and the SIF officer patrolled only on an ad hoc basis. He said no barriers had been installed around construction sites, that tortoises, including juveniles, had been seen moving through them, that no underpasses had been built beneath the runway, that no speed limits were signed or enforced, and that Mr. Jordaan had confirmed at least one tortoise fatality from a vehicle. He said no bat census had been carried out.

5.218 On the marine environment, waste and setbacks, he said no marine survey had been completed for the jetty extension, while making clear that he had not seen the details of the proposed extension and could not, without a survey, express a view on its effects. He said no incinerator of the specified type was on the island; that, on visual inspection, no building appeared to lie within 40 metres of the high-water mark, though he questioned whether that mark was the right reference point given the nesting habitat between it and the construction line; and that the substrate beneath the Villa 33 pool area appeared to be sand rather than karst and required geotechnical verification. He summarised the report's compliance table, which records that of twenty key commitments assessed, twelve are non-compliant, four are unverified, and four are compliant.

5.219 Dr. Ebrahim then spoke to his individual report on the Prohibition Notice. He explained that he had prepared it because, during the site visit, IDC had taken the view that the Stop Notice might be lifted and the biodiversity assessment carried out concurrently with construction, and that this approach had also been contemplated in the ICS-prepared ESIA. His report addressed two questions: whether the grounds of the Prohibition Notice were sound, and whether such a concurrent assessment would accord with international best practice.

5.220 As to the first, he said the Notice's seven grounds were, in his opinion, well-founded: the failure to appoint biosecurity officers; the failure to conduct the full biodiversity assessment required by the NOA[175]; the failure to provide alternatives to barging during the turtle nesting season; the absence of a native plant nursery; the failure to submit species-relocation details; the absence of a Construction Environment Management Plan; and a general failure to observe the Environment Management Plan. He considered that, taken together, these supported the Administrator's conclusion that the works posed an imminent risk of serious damage to the environment.

5.221 As to the second, his opinion was that conducting a biodiversity assessment concurrently with construction would be inconsistent with established scientific method and international best practice. He developed this by

[175]NOA Annex 4.

reference to four matters: the need for a pre-impact baseline, which an assessment carried out during construction could not capture; the mitigation hierarchy of avoidance, minimisation, restoration and offset, the first two steps of which are prospective and would be lost if works continued; the precautionary principle, which he said places the burden on the proponent to show that an activity will not cause serious harm; and the treatment of critical habitat and of environmental assessment in international law. In support he relied on a schedule of international standards and authority placed before the Commission.[176] He concluded that the cessation of works should be maintained until a comprehensive biodiversity assessment had been completed over a period sufficient to capture seasonal variation, in his opinion, at least twelve months, and that the outstanding plans and safeguards should be approved before any resumption. Asked whether the assessment was still necessary now that impacts had occurred, he said that it was, because baseline data must still be gathered to establish what remains on the island.

5.222 On other matters, when the Commissioner raised the funding of ESIAs by Developers, Dr. Ebrahim said the practice tended to favour the Developer and that the Seychelles' framework warranted review; while commending ICS for a comprehensive ESIA, he tended to agree with the suggestion that the Planning Authority, rather than the Developer, might appoint the consultant. Asked about the viability of a resort of this scale on so remote and exposed an island, given that landing by sea is near-impossible between November and April and that the island lies close to the cyclonic belt, he estimated that more than a thousand people might be on the island at full operation, raised the questions of cyclone shelter and evacuation, and situated Assomption within a wider frame of shipping, oil-spill contingency and national security. He suggested that, were the hotel not to proceed, the structures might be repurposed, and referred to models such as Heron Island's relationship with the University of Queensland in which science and revenue coexist. He closed by appealing to others with relevant expertise or information to come forward to the Commission.

[176]In support of this opinion Dr Ebrahim relied on a body of international standards and authority, the principal items of which were produced to the Commission as a schedule of reference documents. They comprise: IAIA, Best Practice Principles for Biodiversity and Ecosystem Services in Impact Assessment (Special Publication Series No. 3, 2018); IFC Performance Standard 6 (2012) and Guidance Note 6 (2019); Convention on Biological Diversity, Decision VIII/28: Voluntary Guidelines on Biodiversity-Inclusive Impact Assessment (2006); Cooney, The Precautionary Principle in Biodiversity Conservation and Natural Resource Management (IUCN, 2004); Shackleton and others, 'Biological invasions in World Heritage Sites' (2020) 29 Biodiversity and Conservation 3327; Cross-Sector Biodiversity Initiative, A Cross-Sector Guide for Implementing the Mitigation Hierarchy (The Biodiversity Consultancy, 2015); de Witt and others, 'Biodiversity offsets in EIA: Getting the timing right' (2019) 75 Environmental Impact Assessment Review 1; Pulp Mills on the River Uruguay (Argentina v Uruguay) [2010] ICJ Rep 14; and UNESCO World Heritage Centre State of Conservation reports for the Galápagos Islands and for Gough and Inaccessible Islands.

(xiii) Mr. Richard Baxter

Sitting of 15 January 2026, 11.25 a.m

5.223 Mr. Baxter followed. He described himself as a terrestrial ecologist who has worked in Seychelles since 2011, beginning as a field ecologist on Aldabra, where he carried out a long-term study of giant tortoise ecology, and later serving as Conservation and Sustainability Manager on Frégate Island. He is Director of the Indian Ocean Tortoise Alliance. He told the Commission that he had attended the original scoping meeting at Roche Caiman and had submitted written scoping comments, both personally and on behalf of his organisation, directed principally to the risk the development posed to Aldabra. He said that, at that meeting, Assomption had been described to those present as a "wasteland" of no ecological value, a characterisation with which he said he did not agree. He confirmed that he had co-authored the joint report[177] and that he had produced the drone and video footage of the visit.[178]

5.224 With regards to the the dunes, Mr. Baxter described historic sand extraction and evidence of recolonisation where dunes had been left to recover, and said that a considerable quantity of sand had recently been removed, with mapping data and photographs showing areas of extraction and, on the west side, dune walls collapsing. He described the dune fringes as small but important habitat, sheltered from the south-east weather and used by tortoises, birds and insects, and said further sand had been taken from the moved dunes since the runway extension, and again, he understood, under a sand-and-gravel permit associated with a FIFA World Cup stadium.

5.225 On the runway, he said it had been extended from about 1.2 to roughly 2 kilometres and substantially widened, that the former apron had been prime tortoise grazing from which animals had to be cleared before flights, and that he had seen no tortoises there on 11 December. He said the runway was engineered for large jets, instancing the Gulfstream G700, and that he had concerns about noise on take-off over Aldabra's east-coast seabird colonies, about bird-strike, and about any future fencing of the runway, which would sever the island's north–south connectivity. He agreed with the view that tortoise underpasses beneath the runway were no longer feasible.

5.226 On hydrology, he said no proper hydrological survey of Assomption's underground connectivity existed, that holes in the interior suggested connection to the ocean, and that the backfilling could be affecting how seawater interacts with the island and its vegetation; he compared this to the 'freshwater lens' on which Aldabra's east-coast plants depend, and put

[178]Batch of drone images and video footage captured on 11 December 2025, produced by Mr. Baxter as Exhibit COI 16. The drones used were a DJI Mini Pro 3 and an Autel EVO v2.

Assomption's annual rainfall at a very low figure, of the order of a few millimetres.

5.227 On the scale of the development and the habitat, Mr. Baxter said that, although the built footprint was presented as a small proportion of the island, of the order of 7%, including the runway, a breakdown by habitat type using Senterre's data showed a disproportionate intrusion into critical habitat, and he recommended an analysis of vegetation type per villa footprint. He located the back-of-house area, which he described as very developed, between two areas of very high conservation value, and the villas as running the length of the west beach, which he likened in extent to the distance from the Palais de Justice to Eden Island. Asked about the largest completed villa, at Villa 33, he said the entertainment area alone was about four times the size of the hearing room, with bedrooms and a swimming pool in addition, and that, in terms of its situation, he would not describe it as an eco-tourism villa.

5.228 In respect of turtles, tortoises and biosecurity, Mr. Baxter explained that hatchlings navigate by light and that, on an island full of holes, they might be drawn towards the villas and be trapped, an effect that might not be apparent for many years and which made baseline data important; he said the water pipe across the beach should be removed immediately, the visit having fallen in nesting season. He said tortoises were unable to access former nesting areas now covered by villas and were left to wander through construction sites, and that barriers should be installed around the villas, tortoises being large, strong and long-memoried. He gave instances from his own experience of birds reaching Aldabra from Assomption: the Madagascan fody, a fody hybrid detected by a SIF ranger, and the red-whiskered bulbul; and identified the part of Aldabra most exposed to Assomption, around Cinq Cases on Grande Terre, as among its remotest, such that an incursion there might go undetected.

5.229 On the setback, Mr. Baxter said that, on rough measurement from the mapping, the villas appeared to be set back about 40 metres from the high-water mark, which he treated as compliance with the ESIA stipulation, while expressing the view that, given the critical beach-crest habitat, the setback was not far enough and that the use of the high-water mark as the reference point might bear reconsideration. He pointed to electrical wiring and a fuse box on the beach crest at Villa 33 and to uncertainty over whether the pool there sat on sand or karst. On the marine works, he said he understood the jetty planning application had been submitted, that Zone 1 of the Marine Spatial Plan permitted no dredging, so that a floating structure would be required, and that a marine survey would have to be done.

5.230 Regarding the planning process, he contrasted the matter with the Reef Hotel, where, he said, scoping feedback had been incorporated through a

second round and the design materially changed, whereas here the responses to scoping feedback had not been published or circulated, having been treated as confidential, and the mitigation he could identify amounted to a reduction in the numbers of villas and restaurants, which in his view did not go far enough. He told the Commission that during 2024, he had been aware of NGOs being pressured and unable to freely voice their concerns.

5.231 Invited to reflect more generally, Mr. Baxter said that conservation and development could be balanced where nature was built into the plan from the outset, and that IDC and others ran islands competently, but that, in his view, the Assomption development as presently conceived did not meet that standard. He said that, until a baseline biodiversity assessment was done, the direction of the development's impact could not be understood. In closing, he reminded the Commission that Aldabra makes up some three-quarters of the national parks and 15% of the Marine Spatial Plan, that there is no backup for it, and that, while people should be able to experience it, there were better ways to do so than by placing a luxury hotel beside it.

(xiv) Witness D

Sitting of 15 January and 4 March 2026, in camera with anonymity.

5.232 Witness D has more than 30 years of experience in construction and in environmental management.

5.233 The witness confirmed that the grave site of the child Mein, which the workers had told earlier witnesses could not be located, was in fact still in place, at the location previously identified by the Commission as being near the footprint of proposed Villa 22.

5.234 On the variation of the Stop Notice, the witness explained that, since the November 2025 Prohibition Notice and the consequent Stop Notice, there had been no construction works on the island. The work-force had been employed in maintaining the cleanliness of the site. Following the variation, some works had resumed but were proceeding very slowly. Cement is the principal material required for the resumption of structural works, and the cement presently on the island is unsuitable for concrete and useable only for filling works and road works. The last cargo barge had reached Assomption in November or December 2025; the next had arrived approximately two weeks before his testimony (in mid-February 2026) and had carried only foodstuffs and essential commodities.

5.235 Witness D described a marked change in the working relationship between the Environmental Officer and the contractor since the issuance of the second Stop Notice. The workers and the on-site management, who had previously been resistant, now were consulting the officer on every decision; the two notices had, "woken them up", and they had begun to ask questions

about environmental compliance. The water pipe that had previously run along the beach, a matter that had been raised by the Commission in December 2025, had since been removed and was being redeployed inland.

5.236 Turtle nesting on the beach was active. Within a single stretch of beach, Witnes D had observed approximately 10 marks of turtle nesting, both at the southern and at the northern ends of the beach. The number of workers presently on Assomption was now less than 500, with accommodation places for approximately 37 IDC workers.

5.237 On the scope of the variation of the Stop Notice, Witness D explained that the variation released, for completion: Villas 30 to 37 and their associated facilities (the entertainment centre, the wellness centre, the gatehouse); Villas 1 and 2 (the foundations of which had been laid since the Commission's December 2024 visit; the caves filled, the concrete footing poured, the columns raised and the platform formed); the back-of-house staff accommodation (it being important, in the cyclone-prone region, that a cyclone-safe shelter be ready for the inhabitants of the island); and the MEP site, where the diesel and electrical generation infrastructure is housed. The witness considered the variation to have been well-calculated, on the basis that the harm to the structures-in-progress would only be increased by leaving them exposed to decay, and that no further clearance or building was to be permitted pending the biodiversity assessment and the biosecurity set-up.

5.238 Witness D described the biosecurity staging areas being established: at the airport, with biosecurity screening as part of the process; and at the port. Conditions for the staging area at the port (covering the contact time after spraying) had been released. The pesticide store was to be sited in accordance with environmental guidelines, having regard to its proximity to foodstuffs, water bodies, the prevailing wind, and the facilities downwind.

5.239 Witness D closed by saying that when construction resumes, there will be "a good stage for dealing with any impacts".

(xv) Dr. Jeanne Mortimer

Sitting of 15 January 2026, 13.48 p.m

5.240 Dr. Jeanne A. Mortimer, known throughout Seychelles as "Madanm Torti", is an independent consultant and conservation biologist who completed both her Master's degree and her doctorate on sea turtles. She first came to Seychelles in January 1981, having been engaged by the Government of Seychelles to conduct a national survey of the turtle populations and to make recommendations for their management, including an assessment of whether the existing use of the turtle resource was sustainable and how it might be better managed.

5.241 In her written submission to the Commission,[179] Dr. Mortimer states that over the past 45 years, she has visited all the outer islands of Seychelles on multiple occasions. She has visited Assomption itself more than twenty times, staying on the island for periods ranging from one to twelve days. Additionally, she has conducted nesting-beach surveys around the entire 17-kilometre perimeter of Assomption on over 20 occasions. She has carried out extensive studies of marine turtles in more than 20 countries across six continents over a period of 54 years.

5.242 Dr. Mortimer made clear that, while there were many aspects of the natural habitat and biodiversity of Assomption upon which she might have commented, she confined her evidence to the marine turtle population, that being her area of professional expertise. She stated her central concern at the outset, both in her oral testimony and in her written submission, in these terms: "I am very concerned about the possible destruction of critically important green turtle nesting habitat at Assomption Island."

5.243 She told the Commission that Assomption has "the best green turtle beach in the whole country", and that its nesting habitat is superior even to that of Aldabra. The reason for that superiority is the physical character of the beach. The documentary evidence[180] explains that Assomption possesses some seven kilometres of wide sand beach with a deep-water open offshore approach, which is the preferred nesting habitat of green turtles. By contrast, Aldabra offers only about five kilometres of lower-quality beach, fronted by an offshore reef flat that obstructs access to nesting turtles at low tide. Dr. Mortimer described Assomption's long beach as accessible to turtles at both high and low tide, a "huge difference" that made it "so much better" than Aldabra.[181]

5.244 As to the historical scale of the population, Dr. Mortimer's written submission records that, at the turn of the twentieth century and immediately before guano exploitation commenced, Assomption very likely hosted the largest green turtle nesting population anywhere in Seychelles, larger than that of Aldabra, estimated at some 6,000 to 8,000 nesting females.[182]

5.245 That population was devastated by the guano industry. Once guano mining began in about 1908, more than 100 workers resided on the island in a settlement situated immediately adjacent to the principal nesting beach, giving them ready access to the turtles. The cartilage of the lower shell (the "calipee") was dried and exported to England for profit. Dr. Mortimer

[179] Written submission of Dr Jeanne A Mortimer to the Commission of Inquiry, dated 8 January 2026, received in evidence and marked Exhibit COI 17 (*'Comments regarding environmental issues'*), section A.
[180] ibid.
[181] JA Mortimer, 'Factors influencing beach selection by nesting sea turtles' in KA Bjorndal (ed), *Biology and Conservation of Sea Turtles* (Smithsonian Institution Press, Washington DC, 1995) 45–51.
[182] JA Mortimer, 'Recovery of Green Turtles on Aldabra' (1985) 19(3) Oryx 146–150.

referred to the contemporaneous report of Hornell, who recorded in 1929, after exploitation had already continued for some twenty years, that at the peak of the season, 200 to 300 female green turtles could be killed on a single beach in a single night. That beach is the very stretch upon which the controversial 37 villas are now proposed.[183]

5.246 The consequence was an exponential decline through the twentieth century. The Aldabra population, also exploited but to a lesser extent, fell to about 800 nesting females annually, while the Assomption population fell to an estimated 200 nesting females annually. Dr. Mortimer described the population she found on her first surveys in 1981 and 1982 as "low", estimating roughly 200 turtles remaining.[184]

5.247 A central theme of Dr. Mortimer's evidence was that green turtle populations recover strongly if afforded protection. As she put it, "these turtles are capable of coming back if you just give them a chance." She illustrated this by reference to Aldabra. Aldabra had suffered the same pattern of exploitation as Assomption, with settlers killing turtles on the beach daily. Following protection in 1968, the population increased exponentially to an estimated 3,000 nesting females annually. She described how, having seen only a handful of tracks per survey between 1981 and 1992, she observed the numbers begin to climb noticeably from about 1995; those now working on Aldabra report a couple of hundred turtles on the settlement beach on a good night.[185]

5.248 Dr. Mortimer expressed the view that the Assomption population has also been recovering, and that it has the potential once again to approach or exceed the numbers at Aldabra, but, critically, "only if the nesting habitat remains intact." She noted that the reports given to the Commission that morning by Mr. Richard Baxter and Mr. Ameer Ebrahim, describing numerous tracks, were consistent with a recovering population, and that an exchange of turtles with Aldabra would assist in replenishing Assomption.

5.249 She emphasised a point of fundamental ecological importance: it is the nesting beach, and not the sea, that controls the number of turtles in the ocean. Nesting beaches are under pressure worldwide, and the protection of the Assomption beach is therefore decisive for the future of the population.

5.250 Dr. Mortimer stated that the precise current status of the nesting population at Assomption is not known. In her written submission, she states that a

[183]J Hornell, report of 1929, section B.
[184] JA Mortimer, *Marine Turtles in the Republic of Seychelles: Status and Management* (IUCN Conservation Library, Gland, Switzerland, 1984), 80 pp. + 4 pl., available at https://portals.iucn.org/library/node/5819.
[185]JA Mortimer, RG von Brandis, A Liljevik, R Chapman and J Collie, 'Fall and Rise of Nesting Green Turtles (*Chelonia mydas*) at Aldabra Atoll, Seychelles: Positive Response to Four Decades of Protection (1968–2008)' (2011) 10(2) Chelonian Conservation and Biology 165; AM Pritchard and others, 'Green Turtle Population Recovery at Aldabra Atoll Continues after 50 yr of Protection' (2022) 47 Endangered Species Research 205, <https://doi.org/10.3354/esr01174>.

baseline survey of the current population status and the distribution of nesting activity is "urgently needed". Green turtles nest year-round at Assomption.

5.251 She recommended that, ideally, a small team be based on the island to conduct surveys throughout the year, or, more economically, that restricted surveys be conducted at regular intervals, in particular during the months when green turtle nesting is known to peak in the southern islands, namely April, May, June and July. She confirmed that she had not herself produced a final estimate, but considered that the available data, once assembled, would be likely to demonstrate an increase.

5.252 Dr. Mortimer had reviewed the ESIA prepared for the Assomption development. While she acknowledged that there was much that was good in the document, her central criticism was that the turtle section had been given insufficient attention, notwithstanding that the entire western coastline is an area of very high biodiversity that "cannot just be written off". She drew the Commission's attention to four specific deficiencies:

i. Timing. The ESIA was produced too late in the process. The buildings had already been designed to an architectural-drawing stage, in a manner threatening the nesting population, so that it was too late to change the basic design of the windows and lighting. Dr. Mortimer acknowledged that ICS, which prepared the ESIA, may have been placed in a difficult position, having (she assumed) been instructed to proceed in a particular way.

ii. Setback line. The setback line is both inadequate and internally contradictory: a "40-metre setback line" is stipulated at pages 7, 9, 20, 26 and 85, while a "25-metre setback line" appears in the impact-assessment table at page 38. Even a 40-metre setback measured from the high-tide line is, on her evidence, "grossly inadequate" for a major green turtle nesting beach (see section F below).

iii. Density. The density of villa construction is far too high. The proposed 37 villas along the entire primary nesting beach are incompatible with the conservation of such an important site, exposing the population to disturbance from lightning and human activity.

iv. Undefined lighting standard. The ESIA requires "turtle-friendly and dark sky lighting" (at pages 26, 41, 65 and 83) but nowhere defines it. Absent any definition of the applicable controls, the stipulation is, in her words, "meaningless and unenforceable", whereas turtle-friendly lighting has, internationally, become a precise and quantitatively objective science.

5.253 Dr. Mortimer added that, despite having herself prepared the ESIA for the Platte Island development, she was not consulted by ICS on what should be done at Assomption; she was approached only to clarify information drawn from her own published papers. She agreed with Dr. Ebrahim and Mr.

Baxter that the western nesting beach is, in terms of classification, *highly important* for both sea turtles and biodiversity.

5.254 In Dr. Mortimer's view, the two critical issues were setback and lighting. The purpose of a setback line, Dr. Mortimer explained, is not merely to keep buildings off the beach but to preserve a vegetated buffer between the structures and the nesting beach and to keep human activity at a distance. Green turtles are very large animals, around 200 kilograms, roughly three times the weight of a hawksbill, which excavate the deep sand "like bulldozers" and need a great deal of space. Critically, she said the setback should *not* be measured from the high-tide line at all, but from the rear boundary of the sand beach, so that the turtles can use the entire beach platform. Short setbacks are a necessity in the land-constrained Inner Islands, but at Assomption there is ample land for generous ones, as the existing examples at Platte, Alphonse and Bird Islands demonstrate.

5.255 Her technical annexe accordingly recommends setback lines of at least 75 metres in the Outer Islands, on the footing that wider setbacks protect both the nesting habitat and the property itself. At Assomption, she observed, the development could, if necessary, have been set back as far as the airstrip; the only apparent reason for fixing the line at 40 metres was the Developers' wish to be as close to the sea as possible.[186]

5.256 She also linked the setback to sea-level rise. Beaches must be able to "flex" and migrate landward as the sea rises; a building fixed 40 metres back leaves the beach "nowhere to go", so that as the sea advances the nesting platform is progressively squeezed until it disappears.

5.257 Dr. Mortimer described lighting as "really the issue", and explained the underlying biology. A turtle orients towards the brightest point on the horizon, which is naturally the sea; turtles see light well and yellow light poorly. If the brightest point lies behind the beach, because of artificial lighting from the development, hatchlings and nesting females are misdirected inland. The danger is acute at Assomption because the dry, scrubby vegetation, with a mere 40-metre setback, would not screen the beach from the lighting of guest villas with large, illuminated picture windows, in contrast to the quieter, low-key developments on other IDC islands. She illustrated the gap between assurance and science with an exchange at the scoping meeting, where an architect assured her that lighting was "under control" because only green light would be used, green being precisely the wavelength turtles see most acutely.

5.258 She was clear, however, that this impact can be mitigated by means now well established internationally. She referred the Commission to the Convention

[186] Dr. JA Mortimer, SUMMARY Guidelines to Mitigate the Impact of Artificial Lighting on Nesting Sea Turtles – Recommendations for EIA Regulations for Seychelles, annex to Exhibit COI 17 ('Set-back Lines'), recommending set-back lines of at least 75 metres in the Outer Islands.

on Migratory Species (CMS), to which Seychelles has been a Party since 2005 and which produced International Light Pollution Guidelines for Migratory Species in 2024, and to the regimes in Florida and Australia, which permit coastal development subject to mandatory lighting controls. Such a formula, she recommended, should form part of the EIA Regulations of Seychelles. The principal guidelines from her annex, which she commended as the substance of genuine "turtle-friendly lighting", may be summarised as follows:[187]

Principle	Practical requirement
1. Maintain natural darkness	Treat darkness as a conservation value; add light only for a defined purpose, location and duration.
2. Use adaptive controls	Smart controls, dimmers, timers, motion sensors; automatic blackout blinds and curtains.
3. Light only the intended area	Shield all fittings to prevent light spill; no upward or roof lighting; no decorative lighting.
4. Use the lowest intensity	Minimum number and wattage of lights; low-glare fittings mounted as low as possible.
5. Non-reflective dark surfaces	Avoid light-coloured or reflective outer walls and balconies; do not illuminate open water.
6. Keep indoor lighting indoors	Block-out blinds and non-reflective tinting (<42% transmittance) on windows and doors after sunset.

[187] Convention on Migratory Species, *International Light Pollution Guidelines for Migratory Species* (CMS, 2024), 144 pp., https://www.cms.int/en/publication/international-light-pollution-guidelines-migratory-species. Seychelles has been a Party to the CMS since 2005. See also, for Florida, the Florida Fish and Wildlife Conservation Commission model lighting ordinances, https://myfwc.com/conservation/youconserve/lighting/ordinances/; and, for Australia, the *National Light Pollution Guidelines for Wildlife* (2020, updated 2023), https://www.dcceew.gov.au/environment/biodiversity/publications/national-light-pollution-guidelines-wildlife. The summarised guidelines in the table that follows are drawn from the annex to Exhibit COI 17, *SUMMARY Guidelines* (Executive Summary and 3–10).

Principle	Practical requirement
7. Reduce blue/violet/UV	Maximum CCT 2,700 K outdoors and 3,000 K indoors; amber LED (590–610 nm) or low-pressure sodium preferred; avoid halogen, metal halide and fluorescent.

5.259 Beyond lighting and setback, Dr. Mortimer identified further impacts. She cautioned against intensive marine activity such as jet-skis or boats operating off the nesting beach, noting that green turtles nest at Assomption all year round, with no closed season. As to noise, she explained that turtles do have ears and that excessive noise would probably disturb them, but that the scientific evidence on this point is limited.

5.260 She gave detailed evidence on the danger of excessive foot traffic on the nesting beach. When hatchlings emerge, they create an air chamber that rises through the sand before collapsing to release them; if the sand is compacted by too many people walking on it, that chamber can collapse prematurely, crushing or suffocating the hatchlings. With 37 villas and a projected staff of some 500 persons, she considered that uncontrolled access to the beach "has a potential to be problematic", although she accepted that not all of those persons would be on the beach at once.[188]

5.261 On the proposal for beach walkways, Dr Mortimer accepted that these could, in principle, be acceptable if properly engineered. They would, however, need to be substantially elevated structures , raised sufficiently high that large green turtles would not become trapped beneath them, of the kind she had seen in Florida and Australia, and not low structures resting on the beach or routed along it where the turtles nest.[189]

5.262 Dr. Mortimer emphasised that she is not opposed to development on Assomption. On the contrary, she stated that she has always been in favour of an eco-tourism development on the island, and that Assomption and its nesting green turtles are "potentially highly compatible" with eco-tourism and coastal development. Indeed, because green turtles nest at night when humans are asleep, they are in some respects more compatible with development than the shy, day-nesting hawksbill.

5.263 Her understanding of eco-tourism was that it need not be small, but that it must be low-impact, must take account of the natural ecosystem in which it sits, and

[188]Oral evidence of Dr. Mortimer, sitting of 15 January 2026 (beach compaction and the collapse of hatchling emergence chambers).
[189]Oral evidence of Dr. Mortimer, sitting of 15 January 2026 (elevated walkways).

must also take account of the human and cultural population. On that understanding, she considered that the development proposed and partly built at Assomption , some 20 to 30 per cent complete, does not meet the description. It has made no attempt to fit inconspicuously into the ecosystem, and at a reported cost of US$10,000 per night, it is cost-prohibitive for Seychellois, offering them no improved access to Aldabra. Her assessment was that it "was not designed with the environment in mind."

5.264 She acknowledged the legitimate national interest in maintaining a Seychelles presence in the Outer Islands , noting that Aldabra effectively protects the western flank of Seychelles , and stated that she would not be opposed in principle to a modest facility, such as a research centre or a small coastguard installation, that could assist in controlling the borders. Her concluding observation, however, captured the essence of her evidence on the present proposal: "I don't see any coastguard, I just see lights."

(xvi) Dr. Frauke Fleischer-Dogley, Chief Executive Officer, SIF

Sitting of 3 March 2026, 9.50 a.m.

5.265 Dr. Fleischer-Dogley is the Chief Executive Officer of SIF, a position she has held since 2007. She holds a PhD in the sustainable management of the Coco de Mer (2007) and a background in conservation biology and horticulture from the University of Germany, where she began her academic training in 1986. SIF is mandated by the Seychelles Islands Foundation Decree of February 1979 to protect Aldabra Atoll and to instigate scientific research; it manages the UNESCO World Heritage Sites of the Vallée de Mai and Aldabra, and (since 2022) Fond Ferdinand.

5.266 Dr. Fleischer-Dogley described the standing relationship between SIF and IDC, by which Assomption has historically served as a logistical base for SIF's work on Aldabra, with SIF staff and visiting researchers using the Assomption airstrip and (when necessary) IDC facilities to transit to and from Aldabra. The journey from Mahé to Assomption is by plane and takes approximately two and a half hours; Aldabra has no airstrip and is reached only by boat from Assomption, the crossing taking between one hour and three hours depending on sea conditions; and from approximately April to November (the southeast monsoon) the sea-state renders the crossing principally impossible. SIF is funded principally through entrance fees and souvenir sales at the Vallée de Mai, by impact fees at Aldabra (including from cruise ships), by project funding (from the Seychelles Conservation and Climate Adaptation Trust, the European Union, and the Indian Ocean Commission, among others) and by its trust fund.

5.267 Dr. Fleischer-Dogley identified the SIF Trustees in 2023 as comprising Mr. Bernard Georges as Chair, Mr. Romano Laurence, Brigadier-General Jean Attala, Mr. Guy Esparon (a former Warden of Aldabra), Mrs. Marie-May

Jeremie (now the Minister of Environment), Ms. Sherifa Morel, and the foreign Trustees Professor Nick Graham (a fishery scientist of Lancaster University), Professor Lindsay Turnbull (a plant ecologist at the University of Oxford with expertise in the Aldabra tortoise population and coral-reef resilience), Dr. Anna Spenceley (then of the World Conservation Union's Protected Areas tourism programme), and Sir Tim Smit (then Chief Executive of the Eden Project, in connection with the Aldabra House project).

5.268 Dr. Fleischer-Dogley first became aware of the proposed Assomption development in May 2023, by telephone call from Mr. Glenny Savy of IDC. At that stage, the proposed development was conveyed to her only in vague terms. The EoI was published in The Nation on 5 June 2023; the first formal meeting between SIF and Assets Group took place by video link in November 2023. SIF raised the matter at the Board level in July 2023, and met with the then Minister of Environment to raise its concerns. SIF's concerns from the outset were biosecurity and biosafety, given the 20-kilometre proximity of Assomption to Aldabra and the obvious risk of invasive species movement between the two.

5.269 Dr. Fleischer-Dogley described the biosecurity history of Assomption and Aldabra. In 2012, with EU funding, SIF conducted the eradication of two invasive bird species on Assomption: the red-whiskered bulbul (introduced by Mauritian guano workers during the guano mining era) and the Madagascar fody. Both species had landed on Aldabra; both were eradicated from Aldabra with additional UNESCO support before they could establish breeding populations, the Madagascar fody being a particularly acute risk given its propensity to interbreed with the Aldabra fody. SIF has, over many years, refined a biosecurity protocol which, for staff and visiting researchers, requires luggage inspection of approximately two hours before flights to Assomption, footwear inspection for seeds, and stringent checks before any cargo or person boards a vessel for Aldabra. Invasive species, she explained, range from mammals to birds, plants, and pathogens; given that Aldabra is the only habitat for the Aldabra giant tortoise, a single pathogen outbreak could wipe out the entire population.

5.270 Dr. Fleischer-Dogley first saw the runway extension at Assomption from the air together with the corresponding diminution of the sand dunes, during the SIF Annual General Meeting at Aldabra in 2024. She raised these matters publicly through a press conference following the AGM. She considered that the airstrip extension should have been subject to a Class 1 ESIA, not a Class 2, given its scale; she had not been informed of the use of dune sand for the FIFA Beach Soccer event until she read it in the public press. The dunes were, she explained, of considerable age. more than 100 years, and supported a particular ecosystem including a specific ant species first identified on Assomption.

5.271 Dr. Fleischer-Dogley described SIF's engagement with the Developer (Assets Group) and with the ESIA process. SIF reviewed the ESIA Report and raised concerns principally in two areas: biosecurity, in respect of which SIF recommended an international biosecurity consultant (Mr. Pete Corson, on the recommendation of one of SIF's international Trustees, was ultimately appointed); and the biodiversity assessment, in respect of which SIF considered the fauna assessment to be lacking and the marine environment to be largely absent from the assessment notwithstanding SIF having supplied published studies from the Aldabra Group to ICS for incorporation. The ESIA was nonetheless accepted by the Ministry in June 2024 in terms which SIF considered insufficient. SIF also raised concerns about the proposed introduction of horses to Assomption, about the proposed planting of non-native species, about the requirement for substantial desalination (rainfall on Assomption and Aldabra being insufficient to support the hotel), and about the use of helicopters in connection with Aldabra (helicopter operations not being permitted under the existing Aldabra Management Plan and engaging issues of safe flight-routing around the bird colonies of the atoll).

5.272 On the announcement at the State of the Nation Address of February 2025 that SIF would assume the environmental protection role on Assomption, Dr. Fleischer-Dogley said that there had been some consultation at the Board level prior to the announcement, but that she herself, then on Aldabra, was not involved in those discussions. The first draft Memorandum of Understanding provided by the Developer read, in her words, "like an employment contract"; SIF therefore engaged in protracted negotiation, in the course of which the framework MoU was not concluded until August 2025, after which resourcing of SIF's work proved "not forthcoming". The first Environment Officer was deployed in June 2025 and lasted approximately two weeks; the second (Mr. Daniel Rosette) was deployed in August 2025.

5.273 On the first Stop Notice of May 2025 and the meeting at State House, Dr. Fleischer-Dogley said that the first Stop Notice was based on the absence of a biodiversity assessment, the non-appointment of an Environment Officer, and the absence of operative biosecurity. She had attended a meeting at State House in July 2025 to discuss the appointment of the biosecurity consultant and the delay in the biosecurity management plan. She had not attended any other meeting at State House in connection with Assomption.

5.274 Dr. Fleischer-Dogley said that the Task Force established by the new administration has been "extremely helpful". All relevant authorities are represented: the Ministry of Environment, the Planning Authority, IDC, and SIF. The resourcing of SIF's work commenced on 3 February 2026, one month before her testimony. She identified, as the principal lesson learned for the future, that stakeholder consultation cannot be properly conducted

within the timeframes that this project has imposed: stakeholder concerns, when raised, must be the subject of substantive engagement, and not be compressed into windows of days under pressure from Developers, IDC and Government.

5.275 On the variation of the Stop Notice and the resumption of works, Dr. Fleischer-Dogley confirmed that SIF's concerns on biosecurity remain unchanged. SIF's vessel for travel to Aldabra has a tonnage of 150 tons; the cargo barge servicing the Assomption development has a tonnage of approximately 6,500 tons, a step-change in the scale of biosecurity management which, she said, "should not be underestimated".

5.276 As to her overall position on the development, Dr. Fleischer-Dogley described Assomption as having a "bipolar character" - ecologically sensitive, yet heavily impacted by the guano-mining era. The potential of Assomption for restoration is, in her view, very significant; SIF has put forward a substantial budget for restoration, of which approximately USD 4.3 million is for the eradication of rats, cats and mice on Assomption. The restoration of Assomption must, she emphasised, form part of any discussion of the development going forward; it is not a discrete matter to be addressed later, and the development cannot properly be understood except in light of the restoration potential which it threatens, but which it might also, if properly managed, support.

5.277 Dr. Fleischer-Dogley placed on record that the SIF team had undertaken a very substantial amount of unpaid work on the Assomption matter, in respect of which it had received no compensation.

(xvii) Mr. Bernard Georges, former Leader of Government Business, former Chairman of SIF, and former Trustee of ICS

Sitting of 3 March 2026, 11.22 a.m.

5.278 Mr. Georges is an Attorney-at-Law and presently the Leader of the Opposition in the National Assembly. In 2023, he was Chair of SIF and a Trustee of ICS, and was at the same time Leader of Government Business in the National Assembly (a position he held from 2020 to 2025). He stepped down from the ICS Board at the end of 2024 by reason of what he described as a perceived conflict between his SIF and ICS roles. The Commission summarises here only those parts of his evidence bearing on environmental and ecological impact; his evidence on the Lease, on planning, and on related matters falls to be summarised in the relevant chapters.

5.279 Mr. Georges first became aware of the proposed development on Assomption in late 2023, in his capacity as Trustee of ICS, when the matter of ICS being mandated to undertake the ESIA was raised at Board level. He stated that, although he was not present when that decision was taken at the ICS Board, he

would have supported it had he been present, his view being that no other body knew the outer islands as well as ICS, notwithstanding the apparent conflict of interest arising from IDC's representation on the ICS Board. He confirmed that, to his knowledge, this was the first ESIA that ICS itself (as opposed to certain of its officers in their personal capacities) had undertaken; the only concurrent ESIA was that for "Grand Barbe" on Silhouette. Mr. Georges accepted that the income to ICS for the conduct of the ESIA, in the region of USD 10,000 to USD 15,000, was a material consideration for ICS, which (he said) "runs on a shoestring", and that, irrespective of the ESIA, ICS had an arrangement with IDC and with Government to undertake conservation on all the IDC-managed islands, of which Assomption was one.

5.280 Mr. Georges said that the magnitude of the proposed development became apparent to him in two stages: first, at the scoping public meeting at Roche Caiman Community Centre on 9 March 2024, which he attended together with the Chief Executive Officer and the Head of Science and Conservation of SIF; and secondly, when the SIF Board travelled to Aldabra for its 2024 Annual General Meeting, transiting through Assomption, when he saw the extended runway, the diminished sand dunes, and the on-island construction equipment. He confirmed that the runway extension had benefited from a Class 2 EIA only, a desktop assessment, and that, in his view, a development of that magnitude should have been the subject of a Class 1 ESIA. The SIF Board's response to the AGM observations was to issue a press release, and Mr. Georges personally appeared on television with Dr. Fleischer-Dogley to convey SIF's position.

5.281 From that point onwards, Mr. Georges said, SIF made known publicly and in writing, on numerous occasions, that it was opposed to the scale and magnitude of the development. SIF had not been involved at the stage of the runway extension and would have asked to be, given the direct or indirect impact on Aldabra. SIF wrote asking that the project be put on hold while the environmental baselines were established; that request was not granted. The ESIA was accepted; he and Mr. Ramkalawan, as Patron of SIF, disagreed firmly and constantly on the development, but "agreed to disagree", the President's view being (as Mr. Georges understood it) that the development was necessary in the national interest and in the interest of IDC. Asked by the Commission whether he had personally written to the planning authorities asking that the project not be approved, Mr. Georges confirmed that he had, undertook to produce the correspondence, and emphasised that he had done so in his personal capacity.[190]

5.282 Mr. Georges accepted that relations between SIF and IDC soured in the course of 2024, and that there had been heated exchanges between SIF and IDC (with himself and Mr. Savy speaking for the respective bodies) at a meeting at which the Developer was also present. He confirmed that SIF "stepped in and stepped

[190] Letter dated 29 September 2024 submitted to COI on 18 March 2026 corroborating his testimonial evidence.

out" of the technical working group, eventually re-engaging in order to secure the appointment of Mr. Pete Corson as biosecurity consultant. He confirmed that, at the point at which it became evident that the development was going to proceed irrespective of SIF's objections, SIF took the decision to engage with the project to the extent necessary to discharge its mandate of protecting Aldabra. SIF's position, as he put it, was that "the project is going to go ahead anyway, we have to protect Aldabra, what do we do? Do we just walk away and say, we protest, or do we engage in the protection of Aldabra?" The Board had taken the latter course.

5.283 On the announcement at the State of the Nation Address of February 2025 that SIF would assume the environmental protection role on Assomption, Mr. Georges said that the Board had been alerted to the coming decision and that the announcement was not, in his understanding, a surprise to the Board (though he accepted that he could not speak to the impressions of individual Board members. He explained that, following the announcement, ICS would have been expected to undertake the conservation and biodiversity work on Assomption (in keeping with its existing arrangement on the IDC-managed islands), but that SIF's assumption of biosecurity made it logically necessary for SIF also to take on biodiversity and conservation on Assomption (since SIF would be on the island in any event). His view was that the President had wanted SIF to take over the whole of the Aldabra Group, but that SIF and ICS had reached a working accommodation that SIF would do Assomption and ICS would continue with the other islands. He resigned from the ICS Board at the end of 2024 because the perceived conflict could no longer be managed, his departure being amicable and discussed with Mr. Adrian Skerrett, the then Chair of ICS.

5.284 On the first Stop Notice of May 2025 and its lifting four days later, Mr. Georges said that he had no knowledge of the meeting at State House at which the lifting had been discussed, that SIF had not been engaged in that meeting, and that he, in his capacity as Leader of Government Business, was not part of the Executive and not privy to its policy decisions. He had, however, repeatedly raised his personal position with the President during their broader engagement. He did not accept that pressure had been brought to bear on the relevant decision-makers, on the basis that he had no personal knowledge of any such pressure.

5.285 Mr. Georges accepted that he had met with the Developer on a number of occasions, principally accompanied by the Chief Executive Officer or the Deputy Chief Executive Officer of SIF, but on "once or twice" alone, and that he had attended two dinners with the Developer at L'Escale at which President Ramkalawan was also present. He described the meetings as social and as taking place during the negotiation of the SIF-Developer Memorandum of Understanding, which he himself had drafted through multiple iterations as a lawyer; he said that he had used every such occasion to make clear his

opposition to the development. He also confirmed that he had travelled once to Assomption with President Ramkalawan, in the course of a broader delegation visit to inspect the development; that he had then - as he himself put it - commented on the proposed siting of one of the restaurants (a Japanese restaurant, his view being that a Creole restaurant on the beach would have made more sense) and on the prison-like appearance of the workers' accommodation. He emphasised that he had no official capacity to direct the design of the development, that the Developer himself was not present on that visit, and that the planning permissions for the relevant elements had, in any event, already been granted.

5.286 Mr. Georges was questioned by the Commission about the source of funding for the acquisition by a private heritage group (the Seychelles Society) of a collection of Seychellois postcards, photographs and documents at auction in the United Kingdom, in 2025, for a sum of approximately £15,000 to £20,000. He confirmed that, having approached Nouvobanq for funding, he had then approached the Developer for a credit line to permit the bid to be made at short notice, and that the Developer had agreed to fund the purchase, intended to be donated to Seychelles. He told the Commission that he had separately and on an earlier occasion mentioned the Aldabra House project to the Developer, who had then volunteered to assist with its construction; SIF had, however, declined that offer.

5.287 The Commission put to him that, however he himself regarded these transactions, the perception was problematic given his concurrent roles as Chair of SIF and as Leader of Government Business, and the Developer's parallel engagement in planning, environmental, and financial decisions of the Government. Mr. Georges did not accept the inference that the perception was problematic; he said that, by the time the auction occurred, SIF and the Developer were partners in the MoU, the Developer had volunteered the Aldabra House offer, and the auction request was made on behalf of a heritage group of which he was a member rather than on behalf of SIF or of the Government. He emphasised that, throughout, he had remained personally opposed to the development. The Commission notes Mr. Georges' position and his evidence as given, and reserves its findings on these matters for the chapter dealing with the transparency, legality and probity of the broader process.

5.288 On the question of intimidation and corruption, Mr. Georges said that he had not personally encountered any instance of palms being greased in connection with the Assomption project, that he could not assume the existence of such matters, and that any decision taken in the discharge of his roles had been taken in good faith and on the merits.

5.289 Finally, Mr. Georges asked the Commission to record his disagreement with a passage in the Commission's questioning of Mr. Norman Weber in which it was suggested that conservation decisions had been made in the SIF Board in the

absence of scientists. He recorded that the SIF Board includes scientists - Professor Lindsay Turnbull, Professor Nick Graham, and Minister Marie-May Jeremie, among others - and that, on his account, no conservation decision was taken in their absence. The Commission notes this for the record.

5.290 Following the conclusion of his oral testimony, Mr. Georges submitted to the Commission a letter dated 18 March 2026, together with a signed statement and a bundle of eighteen supporting documents).[191] The Commission records that this material was submitted after the close of his evidence on oath. Mr. Georges explained in the letter that he had deliberately refrained from sending the statement until the completion of the oral testimony of witnesses, as he did not wish its contents to colour the proceedings of the Commission, having already testified on oath. He stated that the purpose of the statement and documents was to provide chronological context to the answers he had given, and to address two criticisms which he understood to have been levelled against him: first, an alleged conflict of interest, actual or perceived, as between ICS, IDC, SIF, himself as Leader of Government Business, and the President as Patron of SIF; and secondly, the perception that his engagement with the Developer could have led the Developer to feel that it was being favoured in respect of decisions made. He refuted both criticisms. He further recorded that he had come away from his oral testimony feeling that he had been treated as a participant in a nefarious enterprise and as an accused in the dock, rather than with the courtesy he considered due to a witness. The Commission has considered the submission and summarises its principal contents below, noting where it supplements or departs from the evidence given on oath, and weighing it accordingly as a written account furnished after the event.

5.291 On the question of conflict of interest, Mr. Georges maintained that, notwithstanding the close relationship between IDC and ICS and his service on both the ICS and SIF Boards, no conflict had in fact operated to improper effect. He pointed to the ESIA carried out by ICS having been criticised rather than endorsed by SIF; to SIF having sided against ICS on the conservation role for Assomption, which (he said) led to his parting company with ICS; and to his having publicly and on record disagreed with the President, of whom he is a friend, on the development. His position was that at no point did any of the organisations or persons concerned act otherwise than correctly within their respective mandates, and that perceptions to the contrary were unfounded. The Commission notes that this account is consistent with the position taken by Mr. Georges in his oral evidence and that it amounts to a denial of the inference of impropriety rather than to the production of new primary material on the point.

5.292 On the announcement at the State of the Nation Address of 27 February 2025 that SIF would assume the conservation role on Assomption, Mr. Georges advanced his statement and supporting documents as proof that the

[191] Document 1 to 18 in Bundle submitted by Mr. Georges on 18 March 2026.

announcement did not come as a shock to SIF. He relied upon the minutes of the SIF Board meeting of 15 February 2025, which recorded that the Chief Executive Officer and Deputy Chief Executive Officer had met the new Chief Executive Officer of IDC and discussed existing and future collaborations, that a request had been received for SIF to consider management of the environmental and biosecurity aspect of Assomption, and that the Board resolved to decide on that request. He also relied upon the fact that SIF had prepared a press release in anticipation of the announcement, in order to issue it the following day. The Commission further observes that Mr. Georges, in his oral evidence, accepted that he could not speak to the impressions of individual Board members, and that the evidence of Dr. Fleischer-Dogley was that certain Board members had not been alerted.

5.293 Mr. Georges took issue, in his letter, with aspects of the timeline as put to him. He stated that permission to develop had been granted by the Planning Authority at the end of 2024 and that the first Stop Notice was imposed and then lifted in May 2025, SIF having had no control over either event; and that the request to the Developer to contribute to the funding of part of the heritage -collection could not have operated as an incentive for the grant of permission or the lifting of the Stop Notice, those events not aligning, on his account, with the chronology suggested. He maintained that neither the dinners with the Developer nor the heritage-collection auction had any impact upon the Memorandum of Understanding between SIF and the Developer. The Commission notes these contentions as to sequence, which fall to be considered against the documentary record as a whole in the relevant chapters of this report.

5.294 As to SIF's engagement with the ad hoc working group, the supporting documents (in particular Doc11 and Doc 12)[192] disclose that SIF's withdrawal of its nominations to the working group in June 2024 was contemporaneous with a sharp exchange of correspondence between the Chief Executive Officer of IDC, Mr. Glenny Savy, and SIF. In that correspondence, Mr. Savy asserted that SIF's handling of the matter was not genuine and that its stated biosecurity concerns were an excuse for an undeclared agenda, and stated that SIF had closed the door;[193] Mr. Georges, as Chair, responded that the allegation of an ulterior agenda was wrong, offensive and defamatory, rejected it on behalf of SIF, and recorded the Board's displeasure at the tone of the communication directed at the Chief Executive Officer.[194] This documentary material amplifies, and is consistent with, Mr. Georges' oral evidence that SIF stepped in and stepped out; of the working group; it situates that conduct within a period of marked friction between the institutions.

[192] ibid.
[193] Per email from Mr. Savy to SIF.
[194] Per email from Mr. Georges to Mr. Savy.

5.295 The most comprehensive part of the supplementary submission relates to the purchase of Seychelles memorabilia at auction in the United Kingdom, an issue on which the Commission had questioned Mr. Georges during his oral evidence . In his letter, Mr. Georges provided the following account. He said that the Sue Hopson collection was one of the leading collections of Seychelles memorabilia, which he had long tried to donate to Seychelles without success, and that the owner had chosen to sell it at auction in multiple lots. He stated that he had bid at the first auction both personally and on behalf of the country, acquiring a complete set of Seychelles Gazettes for over US$10,000, and, on behalf of a proposed SIF coco-de-mer museum, a pair of seventeenth-century coco-de-mer bowls for US$6,000. He clarified that he had not managed to secure all the items he wanted, and that a second batch, comprising a complete collection of postcards and unique nineteenth-century photograph albums of Seychelles, was set to be auctioned shortly afterwards.

5.296 Mr. Georges stated that he and others interested in Seychelles heritage had, around the same time, spoken loosely of reconstituting the Seychelles Society, and that he had realised that some of these persons had been bidding against him at the first auction. They agreed to collaborate to secure the second batch for the country, bidding through Mr. Mark Inch. The Society being not yet constituted and without funds, Mr. Georges said that he first approached Nouvobanq, which indicated that it could assist only in 2026, and then approached the Developer of Assomption to provide a line of credit to enable the purchase of the remaining items, the intention being that the items would belong to the Developer, who might donate or lend them to the country and display some in the completed resort. He recorded that he had spoken to Mr. Al Salihi by telephone, that the Developer had agreed, and that in his words, no *quid pro quo* was alluded to and none was necessary. He stated that Mr. Inch had successfully bid for the items, that the items were in the custody of the Society, and that he himself had not been involved in the discussion of the funding of the collection as between Mr. Inch and the Developer.

5.297 The Commission notes that this written account is broader and more particularised than the evidence Mr Georges gave on oath, where he had confirmed the approach to Nouvobanq and to the Developer for a credit line, the figure of approximately US$15,000 to 20,000, but had not there set out the separate personal purchases at the first auction, the role of the Seychelles Society and of Mr. Inch, or his stated non-involvement in the funding discussions. The supplementary submission also expands upon the two dinners with the Developer at L'Escale, at which the President was present, which Mr. Georges described as social occasions falling within the period of negotiation of the Memorandum of Understanding. As with his oral evidence, Mr. Georges did not accept that the perception of these transactions was problematic, his position being that, by the time of the auction, SIF and the Developer were partners under the Memorandum of Understanding, that the Developer had

volunteered the Aldabra House offer, and that the auction request was made on behalf of a heritage group of which he was a member and not on behalf of SIF or of Government. The Commission records Mr. Georges supplementary account, and the fact that it was furnished in writing after the close of his oral testimony. The Commission attaches to it such weight as is appropriate to a written submission so furnished, and reserves its findings on the transparency, legality and probity of these matters; including the source and propriety of the Developer funding; to the chapter of this report dealing with those questions.

(xviii) Mr. Jakobus (Koos) Jordaan - Project Manager for IDC on Assomption Island

Sitting of 5 March 2026 by video link)

5.298 Mr. Jordaan is the IDC project manager resident on Assomption, having arrived for the project on 26 January 2025 and bringing some fifteen years' experience of construction on Seychelles, including Cousine and Desroches. He is principally familiar with the hotel development, having been present only briefly during the runway works. He described Assomption as a semi-desert and one of the most challenging working environments in Seychelles, being dry, windy, dusty and hot for most of the year.

5.299 On the conditions governing the development, his evidence was that he had been told nothing at all about the ESIA at the initial stages, and that no one had explained the conditions of the development or what had to be carefully controlled in the building works. There had been no one on the island at the outset who could guide the team, and clearing and construction had begun in that state of affairs. He confirmed, nonetheless, that the ESIA had required clearing of the site to be done by hand, and that this was in fact done by hand, partly of necessity, since equipment could not be used over the caves, the extent of which was unknown until vegetation was cleared.

5.300 He gave detailed evidence on the caves and sinkholes that characterise the island, explaining that Assomption is a coral island riddled with interconnecting holes ranging from about one to four metres deep, some connecting to the sea such that water can still be seen washing up within them. He stated that construction could not take place over these features, and that where buildings or the surrounding open spaces required it, whole areas containing caves had to be filled in and secured rather than left open. As to the sand dunes, he understood that the use of dune sand had been the subject of a calculation that was authorised, without which planning permission would not have been granted; dune sand had been used as fill beneath the runway and for general works. He could not state how much sand had been extracted for the hotel, which required a survey, and confirmed that he had returned to find the sand bagged and loaded for shipment to Mahé for the beach soccer.

5.301 On the footprint of the development, Mr. Jordaan confirmed that, while the individual villa stands and the back-of-house area had been pegged out by the planning department in December 2024, the subdivided plot forming the subleased area itself had never been pegged out, and no beacons of a subdivided plot had been established, so that the limit of the area subleased could not be seen on the ground. He described sustained pressure from the Developers over the construction timeline, the contract having been signed at twenty months against an initial expectation of twenty-six, and confirmed numerous design changes, particularly to the villas and their verandas and the consequent roof and foundation works. Of thirty-seven villas, only nine had been commenced, together with the gatehouse, entertainment and wellness facilities and the back-of-house buildings; the sewage treatment plant was nearly complete, while the desalination and solar plants, the jetty, the nursery and the farm had not progressed.

5.302 On heritage and social matters, Mr. Jordaan addressed a series of historic structures shown to him in photographs. He confirmed that the small cemetery in front of Villa 22 is still in place and unaffected by construction, lying by the road; that the old manager's house was being reconstructed, the timber having rotted, with the original foundations and steps retained and the structure to be made more weather-proof against cyclones; that the guano sheds, built of coral, remain intact and had been roofed for use as storage; that the old jailhouse and other buildings had likewise been retained, with new roofing, and used for storage; that the old water tanks near Villas 31 and 32 remain; and that the footings of the former single-men's residential "Wards" in front of the runway had been encountered. He undertook to check on the ground for a further ruin thought to remain under vegetation. He confirmed that there had been no discussion of fencing off the grave sites.

5.303 As to current conditions, Mr. Jordaan confirmed that following the November stop notice a variation had been received on 17 February permitting completion only of the buildings already commenced, the back-of-house buildings and the sewage treatment plant, and that nothing else could proceed. He described difficulties arising from the suspension, including exposed and rusting reinforcement bars that needed to be cleaned, and the loss of some 703 tonnes of cement that had expired and could no longer be used. He confirmed that the pipe formerly running along the beach had been removed in January and was being relocated next to the road. He gave evidence that biosecurity quarantine areas were being prepared at SIF's request, that the working relationship with SIF and the environmental officer had become closer, and that the Developers had become more conscious of what could and could not be done on the island.

5.304 With regard to the workforce, he explained that there were two separate labour camps, kept apart: IDC's workers, drawn from one region of India, and the UCC Sey workers responsible for the mechanical, electrical and plumbing works, of various nationalities and managed by a separate project manager. He

confirmed that 318 IDC workers were then on the island, together with the UCC Sey complement, the great majority having remained throughout the stop notice. He also confirmed that payments from the Developers had been slow and difficult to obtain. He offered no recommendations of his own, stating that he awaited the outcome of the Commission's work.

(xix) Mr. Patrick Berlouis - Former Member of the Board of the SIF

Sitting of 5 March 2026

5.305 Mr. Berlouis, a former member of the Board of SIF, gave evidence that consisted principally of the presentation of photographs and documents demonstrating the historical and social value of the structures on Assomption. He was one of the few individuals to have photographed and filmed the runway before its expansion, and he had participated, with Mr. Patrick Nanty and others, in the making of a documentary and programmes on the island. His tabled materials were received by the Commission as exhibits, namely the three programmes and documentary (M4), his presentation (M5), and the scoping submission he had made to the Department of Environment (M6).

5.306 His presentation, entitled "Considering Heritage Structures on, and of, the island," drew on historical sources including David Stoddart's Atoll Research Bulletin No. 136 of August 1970 and the James Hornell Collection at Cambridge University, and was organised under three heads. The first concerned the northern structures, comprising the small cemetery, the Mein grave, an early-period worker's grave, the base of a worker's hut (compared with surviving workers' huts of the same period on Astove Island), and the two water tanks, one bearing a plaque dated 25 February 1910, with the recollections of Mr. James Labiche concerning the tanks.

5.307 The second head concerned the present IDC village, incorporating a summary table prepared by Dr. Ameer Ebrahim and Mr. Richard Baxter. It documented the Manager's House of the guano period, photographed in 2023 and shown also in a 1926 image from the Hornell Collection; the main cemetery; the two guano sheds; the main water tank of December 1924, of some 45,640 gallons, together with a domestic household tank compared with a 1982 tank on Cosmoledo; the building complex comprising the hospital and post office and a yellow building thought to be the chemical store; the old kaso (jail) and shop, bearing plaques dated January 1918 and July 1923; and the "wards," being the accommodation for single guano workers.

5.308 The third head addressed what Mr. Berlouis described as an area of exceptional natural beauty: the southern end of the 5.85-kilometre beach, which he characterised as unique; the karst (sanpinyon (mushroom)) raised reef; and the large caves beneath the *sanpinyon* adjoining the karst cliff, of which he observed pointedly that they were "definitely not a place for a Japanese (or any) restaurant."

5.309 Mr. Berlouis expressed concern that the public had not been informed, until shortly before the inquiry, of the scale of the problems on Assomption, and credited Dr. Ebrahim and Mr. Baxter with having opened the public's eyes through their summary table; he asked that both scientists be appointed to the task force overseeing the island's future development, which he feared was operating in a non-transparent manner. He characterised the matter before the Commission as the result of "a massive failure to conserve" and to communicate and urged that the project be rethought as a genuine eco-project, as it had originally been advertised. Pressed to define an eco-project, he described one of minimal environmental impact, with perhaps no more than six accommodation units rather than the large villas, attracting visitors who come to appreciate the environment, and contrasted this with the present development and its back-of-house labour force of some three hundred, which he considered incompatible with any eco-resort.

(xx) Ms. Benjamine Rose - Chief Executive Officer, Seychelles National Heritage Resource Council

Sitting of 11 March 2026

5.310 Ms. Rose gave evidence as Chief Executive Officer of the body responsible for the preservation and conservation of national monuments and of tangible and intangible heritage. She confirmed that no heritage inventory has ever been carried out on Assomption, the Council never having visited the Island, owing principally to financial constraints; there is, accordingly, no holistic or complete list of historical sites for the outer islands. The Council was not involved in the initial environmental impact assessment and was not contacted during the scoping exercise of February 2024, and she was unsurprised to learn that the scoping report had recorded the socio-economic impacts as "none," given that the Council had not been consulted.

5.311 The Council was first approached by ICS in May 2024 regarding the ESIA. At that meeting, the Council was informed of the project and indicated that the development would incorporate some of the historical ruins, particularly buildings constructed from coral. However, no inventory existed on either side; the Council was shown photographs but could not identify the structures, never having visited; and no definite number of ruins to be protected was agreed. Ms. Rose accepted that it was unfortunate that the Council had been unable to inventorise the Island, and confirmed that ICS had not sought the Council's guidance but had simply informed it of their intentions, notwithstanding that, under the relevant legislation, alteration or renovation of protected structures requires the Council's prior approval. While the ESIA recorded that the Council viewed favourably a proposal to refurbish certain ruins into a craft village, and Ms. Rose confirmed that view had been expressed, it had been expressed in the absence of any inventory of what was to be preserved. She confirmed that the

cemetery and the separate Mein grave lie at different parts of the Island, and that the Council holds no documentation of either.

(xxi) Mr. Denis Barbé - Principal Secretary for Lands

(Sitting of 11 March 2026)

5.312 Mr. Barbé, Principal Secretary for Lands and qualified in surveying and mapping, signed the head lease and sublease on behalf of the Government of Seychelles. So far as the environmental and ecological impact is concerned, two strands of his evidence are material. First, on sand extraction, he explained the role of the Controller of Sand and Gravel and produced the sole sand-extraction permit on record,[195] authorising the extraction of 3,000 metric tons from the sand dunes of Assomption for the Beach Soccer World Cup 2025 (the terms and conditions of which are set out in Chapter III). Of environmental significance, he could not say whether the Controller had been briefed as to which specific dune the sand was to be taken from, or as to the importance of the dunes; he himself had not been so briefed. He confirmed that one of the dunes was "almost completely gone" and had been "decimated," and that he was not aware of any evaluation having been undertaken before extraction was permitted.

5.313 Second, on the extent of the development, Mr. Barbé accepted that no land survey had delineated the area in fact subleased. The sublease described the leased premises as a minimum of 400 square metres as delineated in Annexure 1, the precise extent to be verified and confirmed by 31 December 2025. He accepted that no pegging-out or subdivision had been carried out, that he had not verified the area, and that, on the face of the document, it was not clear which part of Assomption had been subleased. He agreed that the buildings and back-of-house had grown larger than originally envisaged and that the development appeared to extend beyond the footprint first contemplated, with no party able to confirm the true extent of the area being developed; he accepted that the existing procedure was capable of improvement.

(xxii) Ms. Sharon Gerry - Director General for Waste, Enforcement and Permits, Ministry of Environment

Sitting of 12 March 2026 at 10.45 a.m.

5.314 Ms. Gerry produced and was examined upon the runway-extension environmental authorisation file. The classification of the runway extension as a Class 2 (in-house) assessment, notwithstanding that airfield construction is a prescribed Class 1 activity under the Environment Protection (Impact Assessment) Regulations 1996, and the documentary detail of that authorisation, are dealt with in Chapter III. The Commission records here only those aspects of her evidence bearing on environmental and ecological impact.

[195] Letter of 12 December 2024.

5.315 The conditions attached to the authorisation by the Ministry's biodiversity conservation and management section (set out in Chapter III) required, among other things, that a biodiversity assessment be undertaken and submitted to the Department prior to the commencement of any construction. The critical feature of her evidence was that the Ministry holds no record that the required biodiversity assessment, or any of the related conditions, was ever complied with: no biodiversity report was communicated back to the Department, and there was no record of any concern being raised that the conditions had not been met.

5.316 Addressing the completed runway, Ms. Gerry accepted that it now runs from one side of Assomption to the other and creates a significant obstruction to the movement of land tortoises, no provision having been made in its construction for underground crossings. She accepted that, were such an application made today, a condition addressing tortoise movement would be imposed, and expressed confidence that such a lapse would not recur. She was not, however, in a position to say whether the damage already done could be mitigated, this requiring a ground assessment before any recommendation could be made.

(xxiii) Mr. Abid Butt – Former Group CEO, Assets Group

Video link hearing of 16 March 2026

5.317 Mr. Butt gave evidence as the former representative of the Assets group ("PIH") in Seychelles, having been the Developer's "face" in the jurisdiction until his departure in July 2025. His evidence on the environment was given largely from recollection, and he repeatedly qualified it as such.

5.318 Mr. Butt confirmed that IDCC appointed the ICS to conduct the ESIA, ICS being the original environmental consultant and service provider for the environmental impact study. When it was put to him that the co-founder and vice-chair of ICS, Mr Glenny Savy, was simultaneously the CEO of IDC, the lessor driving both the sublease and the development, Mr. Butt said he had known Mr. Savy was the person at IDC but had not been aware of the ICS connection at the time of its appointment. He acknowledged a "tremendous amount of overlap" between the entities and government officials involved, agreeing that disentangling the relationships was difficult.

5.319 Mr. Butt was aware that the difficulties with the development in meeting the requirements of the ESIA had resulted in a first and a second stop notice, recalling that one notice arrived around the time of his transition out of the company (which he placed around May 2025). It was put to him that construction materials had been shipped and unloaded at Assomption from at least May 2024, before the ESIA was approved and before the sublease was signed. He did not dispute this directly, responding by describing the sequence of the environmental conditions raised by ICS and the ensuing discussions with the public, independent groups and SIF. He confirmed his involvement, while

still with the company, in the conversations and State House meetings aimed at understanding what had led to the stop notice and what corrective measures were required, recalling a meeting presided over either by the Vice-President or by Mr. Georges.

5.320 Mr. Butt said that, at SIF's request and through the ongoing discussions, the Developer engaged an independent biosecurity specialist, Mr. Pete Corson, whose appointment was recommended and approved by SIF because SIF feared that foreign species might be introduced to the island. He recounted that, in the same meetings, IDC had assured the parties it was applying the biosecurity protocols it had long practised on the neighbouring islands; he said he had been "led to believe" that IDC's biosecurity protocols were more stringent than SIF's, while candidly adding that he had never himself compared or read them. He also described enclosures being requested, both at the docks in Mahé and on the island, to contain materials, though he could not recall whether these were requested by Mr. Corson or by ICS.

5.321 Pressed on who was responsible for ensuring that the jetty was built, an environmental officer was on site, biosecurity hazards were managed, and the environmental conditions imposed by the Environment Department were observed in practice, Mr. Butt's evidence was that ICS had been retained to carry out that task and would be the "eyes on the ground," since the Developer itself was not present on the island. He accepted that, ultimately, "as a Developer, we would have had to uphold the conditions," but said the Developer took its lead substantially from IDC, given IDC's knowledge and track record on other island developments. He confirmed that IDC was named in the civil-works matrix as the entity to look after the imposed environmental conditions. On the proposed memorandum of understanding to retain SIF, he said he had drafted the first version but that, to his recollection, no agreement had been executed by the time he left.

5.322 Mr. Butt described an early call with Mr. Georges and Dr. Frauke Fleischer-Dogley of SIF about working together across Assomption and Aldabra: the Developer wished to engage SIF scientists, and proposed building a small laboratory on the island, so that those scientists could work there, educate the Developer's team, and brief guests on the importance of the Aldabra ecosystem.

(xxiv) Mr. Omar Al Salihi - IDCC

Video link hearing of 16 March at 1.39 pm

5.323 Mr. Al Salihi said he did not recall the specific environmental conditions attached to the ESIA, but knew that an environmental impact assessment had to be carried out by a recognised entity registered to operate in the country, and that ICS had been recommended and duly hired. He recalled the consultant by the name of "Mr Norman", that ICS visited the site and met the Developer, and that the report took a considerable time, some six or seven months or more, to

conclude. He confirmed that the Developer obtained the notice of acceptance in late August or early September 2024, that the lease was signed on 18 September 2024, and that planning approval and a permit to commence external works followed in approximately late October to December 2024.

5.324 When the difficulties over the environmental conservation and biosecurity scope were put to him, that there was no officer present on Assomption, that the Developer was being asked to pay for one, that the money was not forthcoming, and that the President then intervened, Mr. Al Salihi accepted that this summary was "absolutely right." He recalled that ICS had presented a plan and an offer to carry out these works, which he placed around December, and that at a meeting with the then President and Mr. Bernard the President stated that, with immediate effect, SIF would be the Seychellois entity responsible for all environmental requirements and aspects.

5.325 Notably, Mr. Al Salihi drew a distinction between biosecurity and biodiversity, suggesting that biodiversity assessment had not formed part of the initial scope whereas biosecurity had. He expressly cautioned that he was not a specialist and should not be held to the terminology. His characterisation of biodiversity as "something prolonged" conveyed his understanding that the biodiversity assessment was the more open-ended and costly undertaking.

5.326 Mr. Al Salihi said he had no idea why responsibility was being shifted from ICS, which had done the work all along, to SIF, but that as a Developer the company would simply comply with the direction of the country and the Head of State. He expressed evident frustration at the change, observing that the Developer would have preferred to "close the chapter" by retaining ICS, which had already produced a ministry-recognised report addressing the 26 or 30 comments, rather than incur what he described as the "headache of another year of delay" in going to SIF. He confirmed that a SIF memorandum or public notice declaring SIF the assigned entity issued on or about 28 February 2025, preceded by protracted discussions, and that an MOU was contemplated around February. It was put to Mr. Al Salihi that the MOU took a long time because the price of conducting the biodiversity assessment had risen considerably above what ICS had proposed. He accepted this in substance, while stressing that he had not made an "apple to apple" comparison because he had been content with ICS's ministry-recognised report. He recalled SIF's proposal to execute the work as being in the order of US$1.4 to US$1.5 million, though he could not be certain of the figure, and reiterated that the Developer was nonetheless ready to proceed, following "the current in the country" and the Head of State's direction rather than public criticism. He confirmed that, at the time of giving evidence, about a year on, nothing was "moving really seriously."

5.327 Mr. Al Salihi gave evidence that the Developer had been asked to assist by allowing its ship or barge to be used to transfer sand to Mahé which he placed

roughly a week before the relevant event. He said the Developer agreed, charging an agreed rate (which he believed matched the rate it had itself been charged), but stated that he did not know where the sand had been brought from or how it had been obtained.

Response to interrogatory (25 May 2026)

5.328 After the close of the oral hearings, the Commission issued an interrogatory to Mr. Al Salihi dated 24 May 2026, to which he responded on oath by verified answer dated 25 May 2026. He confirmed that he had not met the Minister for Industry, Mrs. Devika Vidot, before, during or after the publication of the invitation for expressions of interest in June 2023.

5.329 Of materiality to the conduct examined in this Chapter, Mr. Al Salihi accepted two matters which had not emerged in his oral evidence. First, that he met Mr. Bernard Georges in London on or about 2 July 2025 - a meeting in addition to the two dinners at L'Escale spoken to by Mr. Georges - which he described as an informal and unplanned social dinner at Princess Gate, a development project in London with which he is associated, attended also by Mr. Georges, with no formal agenda. Secondly, that an event held in July 2025 on behalf of the Linyon Demokratik Seselwa (LDS) to mobilise youth support ahead of the elections of September 2025 was billed to and paid for by Ocean Breeze / Assets in the sum of EUR 11,825.25. The Commission records that Mr. Al Salihi did not volunteer this payment: it came to light only after the Commission established from L'Escale Resort, Marina and Spa that Ocean Breeze had settled the invoice for the event, and Mr. Al Salihi confirmed it in answer to the interrogatory thereafter. He stated that there had been no formal request; that, having come across the invoice for the event hosted at L'Escale (one of the hotels managed by Assets), he had himself taken the initiative to have it billed under Assets as what he described as a gesture of goodwill; and that the Developer had neither been invited to nor attended the event. The Commission treats that exculpatory account with caution, given that it was furnished only after the payment had been independently discovered, and does not accept it as a complete or disinterested account of how the arrangement came about. The Commission's adverse finding on the Developer's concealment of this payment is set out in Part X below. He confirmed that he serves as General Manager of IDCC, the design and project-management consultant to Assets / Ocean Breeze, the Developer of the Assomption resort.

5.330 The Commission records these admissions here because they bear on the independence of the environmental decision-making examined in this Chapter, in particular the relationship between the Developer and Mr. Georges during the period in which Mr. Georges held the offices of Chairman of SIF and Leader of Government Business. The Commission makes no finding in this Chapter as to the legality, propriety or ethical character of the further London meeting or of the funding of the LDS event; those matters, which concern the transparency,

legality and financial probity of the broader process, are reserved to the Chapter of this Report dealing with those questions, where they fall to be considered together with the Developer's funding of the heritage-collection purchase addressed in the summary of Mr. Georges's evidence above.

(xxv)Mr. Glenny Savy - Former Chief Executive Officer of the IDC

Sitting of 17 March 2026 at 10.00 am

5.331 With regard to the matters bearing upon the environmental, social and ecological impact of the development, Mr Savy's evidence combined a defence of IDC's stewardship of the outer islands with an acknowledgement of shortcomings in the environmental process, which he attributed principally to pressure from the Developers and to events occurring after his departure.

5.332 On the balancing of development and environmental protection, Mr. Savy described his long-standing environmental consciousness, formed by his university study of environmental economics in Australia, and stressed that the outer islands had historically been stripped of their natural resources, Assomption being, in his words, the classical case, having lost all its soil through guano exploitation, with the natural environment further altered by the introduction of coconut as a cash crop. He maintained that an environment can only be protected if it can sustain itself financially, and explained that this conviction had led him, together with Mr. Adrian Skerrett, to establish the role of ICS in monitoring and managing the environment of the outer islands. The model required each island's economic operators to contribute to an island-specific Foundation, several of which now held trust funds exceeding one million dollars or pounds. He defended the reserved IDC seat on the ICS board as logistically necessary rather than a conflict of interest, asserting that IDC had never overridden an ICS recommendation in his time. He was critical of what he described as a divided and self-interested environmental sector in Seychelles, and contended that, by contrast, Aldabra, notwithstanding its World Heritage status, remained inadequately protected and heavily poached, which had been part of his reason for reopening Assomption in the 1990s as a stepping stone to assist Aldabra.

5.333 On the ESIA, Mr. Savy explained that ICS had been recommended to carry out the assessment because its staff were, in his view, the most experienced in island conditions; the decision had been taken by the ICS board, not by IDC management alone. He accepted, however, that the ESIA had some shortcomings due to the heavy pressure exerted by the Developers. He recalled Mr Weber having had to remind the Developers that he reported to the Ministry and not to them, and acknowledged that ICS ought to have sought more expert input and involved more people. He nonetheless maintained that there had been enough in the ESIA to ensure that Assomption was protected, and that

matters had "gone pear-shaped" only after he left. He endorsed the Commissioner's characterisation that the Developers had been driving the process, and accepted the force of Mr. Pat Berlouis's concern that no inventory of the historic sites had been made and that they had not been adequately addressed in the social impact assessment.

5.334 Mr. Savy was emphatic that responsibility for compliance with the planning and environmental conditions, including the ESIA, lay with the Developer and not with IDC, the Developer being obliged to furnish its contractors and sub-contractors with the ESIA; he regarded the Developers' contrary contention as an attempt to evade their responsibilities. He explained that the implementation of ESIA conditions could not be achieved overnight, but that from day one the boats had been fumigated against the introduction of insects.

5.335 On the runway extension, Mr. Savy stated that the planning approval had issued to his son, Mr. Michel Savy, as engineer, with the conditions attached, and that the environmental authorisation (the Class 2 assessment conducted by the Ministry) had followed after the event. He was unsurprised that no additional environmental conditions attached, the airstrip having pre-existed: the original concrete strip of 1,250 metres, with 100-metre overruns at each end, had been built by the military during the presidency of Albert René in the 1980s, using sand from the existing dunes. He noted that the Principal Secretary for Environment sat on the IDC board, that the Assomption project had been discussed repeatedly in the IDC minutes, and that IDC's "right hand knows what the left hand is doing", such that the relevant Ministries could not credibly claim ignorance of the project.

5.336 On the extraction of sand from the dunes, a central ecological concern, Mr. Savy confirmed that he was aware dune sand had been used, and gave evidence that the use of dune sand for the construction of outer-island airfields had been standard practice for decades, the airfields on Astove, Farquhar, Marie-Louise and Coetivy all having been built from dune sand; the original Assomption runway had likewise been built from the dunes. The only restriction historically applied, he said, was that shipping island sand to Mahé required ministerial authorisation, which IDC had always obtained. Addressing the criticism that the Assomption dunes were a special feature, Mr. Savy contended that dune sand on the outer islands is a renewable resource, being created on the reef, blown ashore and re-accumulating each south-east season. Significantly, he gave evidence that IDC had told the Department of Environment that it would not clear the dune down to the beach: it had been agreed that only the inner 30 to 40 metres of the dune would be cut back, the dunes being in places 100 to 300 metres wide, so that the more active, beach-side face of the dune would remain and rebuild naturally. He acknowledged that some regard the dunes as a special feature, as he himself did, but maintained the practice was long-standing and lawful, and that an alarm ought to have been raised earlier if it were not. As to the sand shipped to Mahé for the beach soccer event, he noted

that it had been selected for its fine, silica-bearing quality suitable for athletes' feet, though in his own view the finest sand in Seychelles was that of Coetivy.

5.337 On biosecurity and the protection of island ecosystems, Mr. Savy explained the IDC policy, debated by the board many years earlier, that construction on the outer islands be carried out by IDC itself, having found in the early days that outside workers caused damage to the environment, he gave the example of workers consuming anything that moved on the beach. This, he said, was why IDC employed Indian workers of the Jain faith, who would not kill even an insect, so as to protect the island ecosystems. On the Assomption project, he had insisted that the biosecurity and fumigation of vessels be carried out at the Developers' cost, and that Pestea had been engaged because, through its affiliation with Rentokil, it could provide an internationally recognised certificate.

5.338 On the social dimension, Mr. Savy gave evidence of IDC's practice of providing subsidised guesthouses for Seychellois on the islands, recounting that he had told Bernard Georges at the scoping meeting that the same facility would be made available on Assomption, and that the project was intended as a stepping stone enabling ordinary Seychellois to access Aldabra. He addressed and rejected the suggestion that heritage and environmental personnel had been denied flights to the islands, asserting that IDC had always provided flights when requested and that no such request had in fact been made; he noted that Mr. Berlouis had been the one keen to provide information. He maintained that, had he remained in post, the environment would have been properly looked after going forward, and that the difficulties before the Commission had arisen from those who acted after his departure.

(xxvi)Mr. Wavel Ramkalawan - Former President of the Republic and Patron of the SIF

Sitting of 18 March 2026 at 9 a.m.

5.339 Mr. Ramkalawan gave evidence in two capacities relevant to the environmental and ecological impact of the development: as former Vice-President and then President during the period in which the project was conceived and approved, and as Patron of SIF. The salient environmental and ecological aspects of his evidence are summarised below.

5.340 On the conception of the project, Mr Ramkalawan relied on the Interim Report of the National Assembly's Islands Committee, which he had chaired. He read into the record its recommendation that, lying so close to the Aldabra World Heritage Site, Assomption had "a specific mission to protect Aldabra" while also acting as a facilitator and "stepping stone" enabling guests to visit it; that Assomption had "a big conservation role to play"; and that only "a small tourism establishment", a transit or holiday establishment should be built. He corrected the Report's description of Assomption as a "coralline island," noting that the

experts had identified it as a raised coral island, and referred to its rich fauna and turtle breeding. He gave evidence that the project had been conceived as an environment-led, modest development, recalling that at the relevant Assembly sitting the expectation had been a project of perhaps ten to forty rooms, built so as not to "destroy the environment" and in compliance with all environmental laws and regulations.

5.341 Mr. Ramkalawan explained, in answer to questions on process, the distinction between a Class 1 and a Class 2 environmental impact assessment, the former being the more serious, requiring public meetings and stricter Ministry-imposed criteria addressing matters such as the island's environment and birds, and the latter being conducted largely in-house. He confirmed his awareness that ICS had conducted the ESIA for Assomption and that ICS had also been engaged to manage conservation and biosecurity during the development and acknowledged that this gave rise to a perceived conflict, ICS being "already overseeing the environment of Assomption" while also being licensed to conduct the assessment.

5.342 A central area of contention was whether Mr. Ramkalawan had brought improper pressure to bear on the Department of Environment to issue the NOA, which had not been granted by mid-August 2024 despite the ESIA having been submitted in May. He confirmed travelling to Assomption on 25 August 2024, accompanied by, among others, the Minister of Environment, the CEO of IDC and the ICS consultant Mr Weber, and convening a meeting at State House on 27 August. He maintained that the visit was to obtain first-hand knowledge of what had been proposed and pegged out. He described the State House meeting that followed as a debriefing held in his capacity as Head of State. He gave evidence that Assomption was "very close to his heart" and that he had objected to construction on the main beach.

5.343 He denied the Commission's proposition that the meeting was to pressurise the Department, and denied shouting at or berating the Director General, Mrs. Laure. He pointed to the 40-metre setback between the high-water mark and the construction as a point that had appeared to be the subject of confusion and which, once clarified on the visit, ought to have presented no issues. He further relied on the fact that the NOA, when issued, comprised a three-page document with twenty-seven conditions, the first being that the new biosecurity management plan, including all 384 actions, be implemented immediately and not delayed until construction, contending that such stringent conditions were inconsistent with the suggestion that he had pressed for matters simply to be expedited. The Commission put to him an email from Mr. Weber to Mrs Laure, copied to the Minister and others, as evidence of the pressure applied.

5.344 On the extraction of sand, Mr. Ramkalawan confirmed that IDC barges had been used to transport 3,000 metric tons of dune sand from Assomption to

Mahé for the FIFA beach soccer event, the transportation having been paid for through IDC by the Local Organising Committee.

5.345 As Patron of SIF, Mr Ramkalawan accepted that throughout 2024 SIF had repeatedly opposed the development and advocated a halt until the biosecurity risk had been thoroughly assessed, and that SIF, charged with the two World Heritage Sites of Aldabra and the Vallée de Mai, lacked the staff capacity (for financial reasons) to carry out an ESIA, though he maintained it had the necessary experts. He described his understanding of the Patron's role as encouragement and the appointment of trustees. He addressed his State of the Nation Address, in which he had announced that SIF, IDC and the Developer would agree that SIF be placed in charge of all biosecurity matters on Assomption, paid by the Developer, so that Aldabra would receive full protection and the biodiversity of Assomption itself be protected. He explained that he had intervened because he was concerned about biosecurity during the delivery of construction materials to the island, and that he had selected SIF because of its responsibility for Aldabra and its biosecurity expertise, given Assomption's threat to Aldabra. He maintained that nothing had been concluded, the conversation being ongoing, and disputed the suggestion that SIF had communicated to him an inability to take on the role, while acknowledging that SIF had identified a need for additional staff and that he had received a letter from Mr. Berke of ICS questioning why ICS had been set aside. He also gave evidence that, in the same Address, he had expressed the wish that the Aldabra Group, namely, Cosmoledo, Astove and Assomption, be made a totally protected area, by constitutional amendment if necessary, with SIF given full responsibility for the Group.

(xxvii) Dr. Marie-Thérèse Purvis on behalf of Sustainability for Seychelles (S4S) and the Citizens Engagement Platform *Seychelles (CEPS)*

(In camera hearing 26 March 2026 at 13.30 pm)

5.346 Dr. Purvis, an environmental activist, testified as to the work done by S4S and CEPS regarding Assomption. She placed before the Commission documentary submissions on the environmental and ecological impact of the development, including a scoping submission made on 19 March 2024 in her capacity as Vice-chairperson of S4S, lodged through the Department of Environment's scoping process, and a subsequent position statement of CEPS. Both submissions opposed the development as then proposed and called for it to be reviewed and scaled down, or placed on hold pending independent review, on the grounds that it was contrary to the principles of sustainable development. The salient environmental and ecological points are as follows.

5.347 On biodiversity, the most significant ecological element of her evidence, the CEPS statement relied on the Flora and Vegetation report prepared for the project's own ESIA process by Senterre, Mederic and Berke. That report identified Assomption as a high-biodiversity hotspot requiring high protection:

it distinguished twenty different ecosystem types, of which nine held high conservation value, and identified two ecosystems unique to Assomption and without equivalent on Aldabra, the inland sinkhole mangrove and the old-growth dwarf forest of the high dunes. Dr. Purvis' submission contended that, despite these findings, the ESIA made only limited and vague reference to the protection of these unique ecosystems, and that, although the project was said to occupy less than five per cent of the island (51 of 1,160 hectares), the spread of buildings across several parts of the island meant that high-biodiversity features, in particular the sinkhole mangrove, the dwarf forest on the sand dunes, and the coastal mangroves, were likely to be impacted both during construction and by the increase in human activity once complete.

5.348 Regarding the risk to Aldabra, the CEPS statement adopted and reiterated the concerns of SIF, emphasising Assomption's close proximity to Aldabra and its role as the main transport route to the atoll. The primary concern was preventing the introduction of invasive alien species to Aldabra, with additional visitor footfall expected to heighten that risk. The submission also noted SIF's point that, by reason of its proximity and ecological conditions, Assomption was itself likely to be needed as a home for endemic species from Aldabra, to establish second populations against global change, a further reason for protecting its ecological status. The statement also raised the disturbance to the wildlife and fragile ecosystems of both Assomption and Aldabra, likely to be caused by aircraft flying at low altitude in the vicinity of the Aldabra reserve.

5.349 On introduced species, both submissions raised the introduction of horses onto the island, together with their maintenance, as adding to the number of introduced species and to the risks to biodiversity.

5.350 On carbon emissions and the marine environment, the submissions identified a substantial carbon footprint arising from the transport of building materials, the movement and accommodation of some five hundred workers during construction and around three hundred staff thereafter, the import of food for the resort's restaurants, and waste disposal. Of particular note, both submissions estimated that, at full occupancy and assuming private jets travelling from destinations five hours away, the additional aircraft and boat traffic would increase the current annual CO^2 emissions of Seychelles by approximately twenty-five percent, and questioned how aircraft would refuel and whether a fuel depot would be established. As to the desalination required to supply the resort, the submissions raised the location of the desalination outfall pipe and the absence of any stated mitigation for the rise in sea-water temperature and salinity that the process produces, and questioned the extent to which solar power could in fact meet the resort's energy needs.

5.351 On climate vulnerability, both submissions observed that the plans did not appear to take account of sea-level rise, a matter of particular consequence for

a low-lying coral island such as Assomption, notwithstanding the coastal changes already evident across the islands of Seychelles.

5.352 Finally, regarding the integrity of the environmental process, both submissions recorded that at the scoping public meeting on 9 March 2024, it was openly accepted by representatives of the Department of Environment's Waste Enforcement and Permit Division and by the CEO of IDC, that the ESIA process was flawed. The CEPS statement noted the long-standing civil-society recommendations (of 2019 and 2020) that the EIA consultant be appointed by Government rather than by the Developer, so as to avoid conflicts of interest, and that civil society be represented on the appraisal committee, recommendations which, it observed, had not been taken up.

PART IV — THE UNIQUE ECOLOGICAL CHARACTER OF ASSOMPTION AND THE ABSENCE OF BASELINES

5.353 The first matter the Commission must determine is the ecological character of Assomption Island, for it is against that character that the impact of the development, and the adequacy of the process by which it was authorised, must be measured. The Commission has had the advantage of evidence from witnesses of exceptional standing in the relevant fields: Dr. Jeanne Mortimer, who has studied the marine turtles of Seychelles for forty-five years; Dr. Frauke Fleischer-Dogley, the Chief Executive of the SIF; the independent experts Dr. Ameer Ebrahim and Mr. Richard Baxter; the naturalist Mr. Guy Esparon; and the conservation scientists of the ICS and SIF. The evidence, taken as a whole, is consistent and compelling.

5.354 The Commission finds that Assomption is not, and was never, a "wasteland" of negligible ecological value. The characterisation of Assomption in those terms, advanced at the scoping meeting of 9 March 2024 and repeated in earlier governmental descriptions, was rejected by every independent scientist who gave evidence. The Commission finds that the true position is the opposite: that Assomption, notwithstanding the devastation wrought by guano mining between 1908 and the 1980s, has regenerated into an ecosystem of high, and in certain respects unique, conservation value, closely allied to that of the neighbouring Aldabra Atoll and possessing habitats found nowhere else.

5.355 Assomption forms an integral part of the Aldabra Group, lying some 27 to 32 kilometres from the Aldabra Atoll, a UNESCO World Heritage Site inscribed in 1982 and one of the largest raised coral atolls in the world. The Commission accepts the unanimous evidence that the ecological fates of the two islands are bound together: that the south-east trade winds carry objects, seeds and organisms from Assomption to Aldabra in as little as a single day; that the two islands share some ninety-three per cent of their flora; and that the most exposed and least-monitored parts of Aldabra, around Cinq Cases on Grande Terre, lie directly downwind of Assomption. The Commission finds,

accordingly, that harm to Assomption is not a discrete local matter but a direct and quantifiable threat to a World Heritage Site of global significance.

The green turtle nesting habitat

5.356 The Commission regards the evidence of Dr. Mortimer as of the first importance. The Commission finds, on her evidence, that the western beach of Assomption is the finest green turtle (Chelonia mydas) nesting habitat in the entire Republic of Seychelles, superior even to that of Aldabra, by reason of its seven kilometres of wide sand with a deep-water offshore approach accessible to nesting turtles at all states of the tide. The Commission further finds that, before the guano industry, Assomption very probably supported the largest green turtle nesting population in Seychelles, of the order of six to eight thousand nesting females annually, and that this population was reduced, by slaughter conducted from a settlement placed immediately upon the nesting beach, to as few as two hundred females by the early 1980s.

5.357 The Commission finds, on the unchallenged evidence of the recovery of the Aldabra population from a comparable nadir to some three thousand nesting females following protection in 1968, that the green turtle is capable of strong recovery if its nesting habitat is preserved, and that the Assomption population is presently recovering. It follows, and the Commission so finds, that the western beach of Assomption is an asset of regional and arguably global significance whose protection is decisive for the future of the species in the south-western Indian Ocean. The Commission accepts Dr. Mortimer's evidence which emphasises that it is the nesting beach, and not the sea, that controls the size of the turtle population. The placing of thirty-seven luxury touristic villas along the length of that very beach is, on the evidence, a matter of the gravest ecological concern, and requires significant mitigation measures to be put in place.[196]

Dunes, karst, endemic taxa and hydrology

5.358 The Commission finds that Assomption possesses the largest dune system in the Seychelles, including dunes rising to some thirty metres and exceeding a century in age, supporting dune dwarf forests and invertebrate communities not replicated elsewhere, among them an endemic day-flying moth and an ant species first identified on the Island. The Commission rejects the characterisation of these dunes as a "renewable resource," a description advanced publicly and repeatedly by IDC. The Commission accepts the evidence of many environmental scientists, including Mrs Laure, Witness C, Mr. Esparon and Mr. Baxter that dunes of this age and scale are not renewable on any human timescale, that natural restoration by wind action would take

[196] See Jeanne A Mortimer 'Summary Guidelines to mitigate impact of artificial lighting on Nesting Sea Turtles: Recommendations for EIA Regulations for Seychelles' provided to the Commission.

many centuries, and that one principal dune has already been substantially and irrevocably damaged by the sand extraction.

5.359 The Commission further finds that Assomption is a raised coral karst island whose interior is dotted with sinkholes, caves and fissures of high habitat complexity and unknown but probably significant hydrological function, including three paleo-lagoonal mangrove sinkholes; that it retains endemic and near-endemic taxa including the endemic dune grass *panicum assumptionis*, the Assomption day gecko and a reintroduced and substantial population of the Aldabra giant tortoise; and that the filling of its karst features carries hydrological consequences, for a raised limestone island whose subterranean systems connect to the sea, which are presently unquantified for want of any ground-penetrating radar or hydrological survey.

The absence of baselines

5.360 The Commission finds, as the single most serious deficiency in the scientific foundation of this development, that no adequate pre-development ecological baseline was ever established for Assomption. The flora was comprehensively surveyed by Senterre, Mederic and Berke in 2023, work the Commission accepts to be of high quality, but no assessment of the fauna was carried out before construction began, including no census of the turtle population, no census of the tortoise population, no invertebrate or mammal survey, no bat census, no identification of the unique and unknown skink and no hydrological survey. The Commission finds that the absence of these baselines was not an oversight but the product of a deliberate decision, taken by the Developer and IDC and acquiesced in by the authorising Ministry, to defer the full biodiversity assessment until after construction had begun. The consequences of that decision are addressed in Parts V and VII below. The Commission records its finding that, without a pre-impact baseline, neither the magnitude of the harm already done nor the efficacy of any future mitigation can be reliably measured, a matter to which the Commission attaches very considerable weight.

PART V — THE ESIA PROCESS: INDEPENDENCE, CONDUCT, CONTENT AND ADEQUACY

5.361 The Commission turns to the conduct, content and adequacy of the ESIAprocess, and in particular to three matters: the independence of the consultant, the deferral of the biodiversity assessment, and the integrity of the public consultation.

The conflict of interest in the appointment of ICS

5.362 The Commission finds that the appointment of ICS as the ESIA consultant gave rise to a conflict of interest that was identified at the outset, was correct, and ought not to have been allowed to be overcome. The Department of Environment, through its Director-General Mrs. Nanette Laure, raised at the

registration stage in July 2023 the concern that ICS could not be an appropriate consultant for a development in which IDC was directly involved, IDC being represented on the Board of ICS through Mr. Glenny Savy. The conflict that arises is two-fold. First, IDC could potentially influence the independence of the ESIA through Mr Savy's role on the Board to whom the ESIA team reported. Secondly, ICS could benefit through its relationship with IDC, the sublessor and contractor.

5.363 The Commission finds that this concern was sound. It was compounded by two further features of the arrangement: first, that ICS was, and intended to remain, the conservation manager of Assomption under its standing arrangement with IDC, so that it was assessing a project it would thereafter benefit from and be required to police.; and secondly, that the fee for the ESIA, in the region of USD 10,000 to USD 15,000, and the promise of ongoing funded conservation work on Assomption was, on the evidence of Mr. Georges, a material consideration for ICS.

5.364 The Commission finds that the Department, having correctly identified the conflict, was wrong to allow its initial position to be reversed on appeal, and that the registration of ICS as consultant was not incorrect, but its appointment to this particular development (or any run by IDC) should have been refused. The Commission notes that ICS itself, through Mr. Berke, came to recognise the structural defect, observing that the system is flawed because the consultant is paid by the Developer. The Commission accepts that it is global practice that a Developer selects and pays the body that assesses its own project, and that to counter this tension, the government pre-authorises a list of ESIA agents from which a Developer can choose. This is the built-in safeguard. However, it does not catch the present situation where the ESIA agent is intrinsically linked to a party who is both the sublessor of the development granting the project to the Developer and the contractor performing the construction itself. This link, in these circumstances, is inimical to the independence that environmental assessment demands. The Commission makes a recommendation to this effect in Part X.

The deferral of the biodiversity assessment

5.365 The Commission finds that the deferral of the full biodiversity assessment, so that it was to be conducted in parallel with construction rather than before it, was a fundamental error which vitiated the integrity of the entire assessment. The Scoping Report itself, and the Department's ESIA ToR, had required that at least one year of biodiversity monitoring data be collected before construction began. That requirement was abandoned. The justification advanced, that the assessment could be conducted concurrently, and the rhetorical argument deployed publicly by IDC that "Aldabra does not have a biodiversity assessment, why should Assomption?", were, the Commission finds, without scientific merit.

5.366 The Commission accepts the expert evidence of Dr. Ebrahim, supported by a substantial body of international standards and authority, that conducting a biodiversity assessment concurrently with construction is inconsistent with established scientific method and international best practice for four cumulative reasons: it cannot capture the pre-impact baseline; it forecloses the first two and most important stages of the mitigation hierarchy, namely avoidance and minimisation; it inverts the precautionary principle, which places the burden upon the proponent to demonstrate that serious harm will not occur; and it is inconsistent with the treatment of environmental assessment in international law, including as expressed by the International Court of Justice in *Pulp Mills on the River Uruguay*. The Commission finds that the proper course was to establish the baseline first, and that the failure to do so was a serious and consequential failure of process.

The integrity of the consultation

5.367 The Commission finds that the public and stakeholder consultation was conducted in a manner that was rushed, was compressed under pressure, and fell short of the genuine engagement that the law and good practice require. The amended ESIA Report of more than one hundred pages was circulated for comment on 3 July 2024 with a deadline of 11 July 2024, a window of just over a week, supplied initially without track changes or any explanation of what had been altered. When the SIF sought an extension, it was met not with accommodation but with an accusation from Mr. Weber of ICS that it was employing "delaying tactics." The Commission finds that SIF's concerns were substantive and were not delaying tactics, and that the treatment of the foremost scientific authority on Aldabra in this manner was both unwarranted and revealing of the haste with which the process was driven. The Commission further finds that, contrary to good practice and to the precedent of other developments such as the Reef Hotel, the responses to scoping feedback were treated as confidential and were neither published nor circulated, depriving stakeholders of the opportunity to see how their concerns had been addressed.

5.368 The Commission finds, in summary, that the ESIA produced many important safeguards for the construction, however, the difficulties with the ESIA process arise from the fact that ICS was compromised in its independence, the biodiversity study being held after construction commences makes it defective in its deferral, and the process was deficient in its consultation. The Commission accepts Dr. Mortimer's assessment that the turtle section of the ESIA was given insufficient attention; that the stipulated setback was inadequate and internally contradictory; and that the requirement for "turtle-friendly and dark sky lighting," being nowhere defined, was "meaningless and unenforceable."

PART VI — THE BIOSECURITY RISK TO ALDABRA ATOLL

5.369 The Commission regards the biosecurity risk posed by the development to the Aldabra Atoll as the single gravest matter within this Chapter and finds that it has not been adequately addressed. Aldabra is the sole habitat of the Aldabra giant tortoise and a World Heritage Site of, in the words of the evidence, exceptional ecological intactness. The Commission accepts that, as Dr. Fleischer-Dogley explained, a single introduced pathogen could extinguish the entire tortoise population, and that the global record of island extinctions caused by invasive alien species, including the "invasional meltdown" of Guam, is the proper frame within which this risk must be assessed.

5.370 The Commission finds that the development has effected a step-change in the scale of biosecurity risk to Aldabra. Where SIF's own vessel for the Aldabra crossing is of some 150 tons and the historic transit comprised no more than six flights of disciplined researchers per year, the development is serviced by cargo barges of 350 to 400 tons in routine use and, prospectively, by a vessel of approximately 6,500 tons, carrying very large volumes of aggregate, sand, machinery and supplies. The Commission accepts the evidence that risk is directly proportional to the level of human activity, that Assomption is moving toward a resident population of several hundred, and that an international runway widens the geographic range of potential introductions. The reported arrival of yellow crazy ants on Farquhar underscores that the risk is neither theoretical nor remote.

5.371 The Commission finds that, although the Biosecurity Management Plan prepared by Mr. Pete Corson was itself a document of high quality, it had not, at the material time, been institutionalised. The Commission also notes a letter from Mr. Savy to Mrs Laure which belies the approach of IDC to the BMP and states "implementing the 384 points [of the Biosecurity Management Plan] before the construction starts is impractical and physically impossible."[197]

5.372 It is noted that when construction had already commenced, and more than 600 people were living and working on Assomption, there was no agreed biosecurity allocation of responsibility among IDC, ICS and SIF; no mechanism to turn back a contaminated consignment; no marine biosecurity component; and no coverage of the back-of-house facilities. The Commission finds that quarantine facilities did not exist at the jetty or the airstrip, and that the IDC Deputy Chief Executive Officer told the independent experts that quarantine was "impossible" given the volume of equipment in use, an admission the Commission regards as of serious significance. The Commission acknowledges, and commends, the measures that IDC did put in place, namely the engagement of Pestea for the fumigation and certification of barges and the appointment of ICS as conservation consultants; and the Commission notes the encouraging

[197] Letter from Mr. Glenny Savy, IDC to Nanette Laure, MACCE 'Re: Notice of Acceptance for the Environment Impact Assessment Report for the Proposed Hotel Development on Assomption' 6 Sept 2024.

preliminary finding that no new species had yet been detected. But the Commission finds that these measures, directed principally at the inspection of incoming materials, fell well short of the comprehensive, institutionalised, marine-inclusive regime that the proximity of a World Heritage Site demands.

5.373 The Commission finds that the responsibility for biosecurity, infrastructure and funding remained unresolved throughout the period of active construction, and that SIF was for a time placed under pressure to absorb the cost of additional staff within its existing mandate, a demand it rightly refused, while the Environment Officer it deployed operating under difficult conditions with limited access to transportation on Assomption and information and remained unpaid by the Developer for approximately four months. The Commission finds that the conduct of construction in advance of an institutionalised biosecurity regime exposed Aldabra to an unacceptable and avoidable risk in breach of the NOA.

PART VII — CONDUCT OF CONSTRUCTION AGAINST THE MITIGATION REGIME

5.374 The Commission has measured the actual conduct of construction against the mitigation regime contained in the ESIA and the conditions of the NOA of 3 September 2024. The Commission finds a pattern of substantial and repeated non-compliance. The independent experts' compliance assessment, which the Commission accepts, recorded that of twenty key commitments assessed, twelve were non-compliant, four were unverified, and only four were compliant. The Commission makes the following specific findings.

The Commission finds that the BMP, the conditions attached to the ESIA, and the conditions of the NOA together constituted the regulatory framework upon which lawful construction on Assomption was permitted to proceed; compliance with them was not a formality but the very basis of the authorisation itself. Those instruments were, however, of no practical effect unless they were transmitted to and understood by the workforce whose daily activities they were designed to govern. The Commission is satisfied on the evidence that neither the IDC, as the entity bearing ultimate responsibility for the construction, nor Mr. Jakobus Jordaan, as the project manager charged with the supervision of works on the ground, took adequate steps to instruct the workforce as to the existence or content of these conditions. The result was that the persons most likely to occasion environmental harm laboured in ignorance of the precise obligations imposed for the protection of one of the most ecologically sensitive sites in the Western Indian Ocean. The Commission regards this omission as a serious dereliction. To secure conditions of authorisation on paper while leaving them unknown to those whose conduct they were intended to constrain is to render the protective regime nugatory. Accordingly, the Commission makes an adverse finding against the IDC and against Mr. Jakobus Jordaan for their collective failure to instruct the workforce upon the Biosecurity Management Plan, the conditions of the Environmental and Social Impact

Assessment, and the conditions of the NOA, being the conditions which collectively formed the authorisation for the construction.

5.375 As to clearance, the Commission finds that vegetation was cleared by heavy machinery in breach of the hand-clearance condition. The Chief Executive Officer of IDC, Mr. Bonnelame, accepted that clearance was done by machinery; the Deputy Chief Executive Officer, Mr. Lionnet, maintained that only the initial pegging was done by hand and that machinery was necessarily used thereafter. The Commission finds, on the balance of the evidence and the experts' observation, that machinery was used for clearance to an extent inconsistent with the condition

5.376 With regard to the karst, the Commission finds that sinkholes and cavities within and adjacent to the building footprints were backfilled with rock and dune sand and capped with concrete, without any prior ground-penetrating radar or hydrological survey of the kind the ESIA had contemplated, and with unquantified consequences for the Island's hydrology. The Commission notes the distinction drawn by Mr. Lionnet between shoreline sinkholes and interior "guano holes," but finds that the filling of karst features of any description, absent the prescribed surveys, was a departure from the mitigation regime required under the ESIA.

5.377 As to the dunes, the Commission finds that sand was extracted from the dunes both for the runway extension and for construction, and additionally that 3,000 metric tons of dune sand were barged to Mahé for the FIFA beach soccer event. The Commission finds that the variation letter of 12 December required photographic records of the extraction which were never submitted, and that, on Mr. Bonnelame's own evidence, IDC did not comply with the conditions attaching to the extraction. The Commission finds that, whatever the historic practice of building outer-island airfields from dune sand, the extraction conducted here proceeded in breach of the conditions of the EISA, without any contemporaneous biodiversity baseline and caused the substantial damage to at least one dune of high conservation value.

5.378 As to turtles and tortoises, the Commission finds that a water pipe was laid along the nesting beach within ten to twenty metres of the high-water mark during the nesting season, with nests observed beneath and behind it; that no barriers were installed around construction sites, through which tortoises, including juveniles, were left to wander; that no underpasses were constructed beneath the runway, severing the Island's north-south connectivity; that no speed limits were signed or enforced; and that at least one tortoise was killed by a vehicle. The Commission finds that turtle monitoring was conducted only on an ad hoc basis and that no proper monitoring records were available.

5.379 As to the institutional safeguards, the Commission finds that the Environment Officer required as a permanent on-site presence was not appointed until after the first Stop Notice; that the first appointee remained only some two weeks;

that there was thereafter a period with no officer at all; and that the second officer, Mr. Daniel Rosette, though deployed in August 2025, remained unpaid by the Developer for some four months. The Commission finds that no native plant nursery was established, that sisal removal had not begun, that no species-relocation plan was submitted, that no Construction Environment Management Plan was in place, and that the jetty, the absence of which forced reliance on tide-dependent beach landings, was the subject of no planning application until late 2025.

5.380 As to the cap on workers, the Commission finds that 814 workers approved for the project in October 2024 alone against an approved figure of 500, and that the subsequent expansion of workers' accommodation, approved by the Planning Authority in mid-2025, breached the cap imposed by the NOA, with consequent impacts on biodiversity, biosecurity and the wider environment of the Island. It was this breach that gave rise to the Prohibition Order of 13 November 2025.

5.381 The Developer and IDC passed the blame regarding who was responsible for abiding by the environmental conditions of construction. The Commission does not accept that responsibility for compliance with the environmental conditions can be displaced by either party onto the other. As between them, the legal responsibility lay primarily with IDC: it was the entity to which the conditions of the NOA and of Environmental Authorisation EA/1952/23 were addressed, it held the planning permissions and the sand-extraction permit, and it was the civil contractor executing the works on the ground. The Developer, however, cannot escape responsibility. It was the Developer that set and drove the pace of construction, that funded the works, and for whose ultimate benefit the development proceeded; and it was the Developer's persistent failure, documented in the evidence of Mr. Lionnet, to act upon the costed proposals for conservation and biosecurity personnel placed before it from December 2024 onward that left the mitigation regime unresourced. The Commission accordingly finds that responsibility for the breaches of the environmental conditions of construction was shared, IDC and the Developer each bearing it in the respects identified above, and that the attempt of each to attribute that responsibility to the other does neither party credit and is itself a feature of the conduct of the development that the Commission deprecates.

5.382 The Commission finds that the pattern of non-compliance by IDC was the direct consequence of the decision to commence and to drive construction in advance of the baseline assessment and the institutional safeguards, and of the Developer's persistent failure, documented across the evidence of Mr. Lionnet, to act upon the costed proposals for conservation and biosecurity personnel placed before it from December 2024 onward.

PART VIII — ENVIRONMENTAL DECISION-MAKING, THE CONSTITUTION AND UNDUE INFLUENCE

5.383 The ToR require the Commission to identify the persons involved in the environmental decision-making process and to examine whether undue influence was brought to bear in the granting of any environmental authorisation. This Part addresses that mandate, and does so against the constitutional and legal architecture of the Republic.

The constitutional and legal framework

5.384 The Constitution of the Republic of Seychelles recognises, in its Preamble, the unique beauty and the environmental heritage of Seychelles as the patrimony of present and future generations. Article 38 confers upon every person the right to live in and enjoy a clean, healthy and ecologically balanced environment, and imposes upon the State the corresponding obligations to take measures to promote the protection, preservation and improvement of the environment, to ensure a sustainable socio-economic development of Seychelles by a judicious use and management of the resources of Seychelles, and to promote public awareness of the need to protect the environment. The Commission finds that these are not aspirational sentiments but binding directive principles which the organs of the State, including the Executive, are bound to observe and which inform the proper construction and administration of the environmental legislation.

5.385 That legislation comprises, principally, the Environment Protection Act and the Environment Protection (Impact Assessment) Regulations 1996, which classify a tourism establishment of this kind as requiring a full Class 1 assessment; together with the Physical Planning Act, 2021, the Animal and Plant Biosecurity Act 2014, the Removal of Sand and Gravel Act, the Wild Animals and Birds Protection Act, the Beach Control Act, and the framework of the Seychelles Marine Spatial Plan, the waters around Assomption falling within its Zone 1 of high biodiversity protection. The Commission finds that the statutory scheme vests the assessment and authorisation function in the Department of Environment as the responsible technical authority, and that the integrity of that function depends upon its being exercised on its merits, free from extraneous pressure.

Government by Cabinet and collective responsibility

5.386 The Republic is governed under a system in which executive authority is exercised by the President, who acts, in respect of the business of government, with and through a Cabinet of Ministers bearing collective responsibility.[198] A Minister to whom the environment portfolio is assigned is responsible to the National Assembly and to the public for the proper administration of the

[198] Constitution of the Republic of Seychelles, articles 67, 68 and 71.

environmental laws, and is bound to bring an independent and lawful judgment to bear upon the decisions of his or her Department.[199] The Commission finds that the principle of responsible government requires that a decision of the gravity of an environmental authorisation for a development of this sensitivity be taken by the responsible Minister and Department on the technical merits, and not be displaced, overborne or pre-empted by the intervention of the Head of State, who necessarily is bound by the provisions of the Constitution and the law, like every other citizen.[200]

The findings on undue influence

5.387 The Commission has examined with care the sequence of events surrounding the issue of the NOA. The Commission finds the following facts established. The final ESIA was submitted in June 2024. By mid-August 2024 the Department of Environment had not issued a NOA, the Department having identified, in its Feedback Letter of 18 August 2024, a substantial body of "insufficient and missing information" and having recorded that it "remains strongly in favour" of an eco-destination and that the Developer was "advised to consider an eco-resort as an alternative." On 25 August 2024 the then President, Mr. Wavel Ramkalawan, travelled to Assomption accompanied by, among others, the Minister of Environment, the Chief Executive of IDC and the ICS consultant. On 27 August 2024 a meeting was convened at State House. The NOA issued on 3 September 2024, some sixteen days after the Feedback Letter, its conditions substantially mirroring the matters the Department had identified as outstanding.

5.388 The Commission has weighed the competing accounts. Mr. Ramkalawan maintained that the visit was to obtain first-hand knowledge, that the State House meeting was a "debriefing" held in his capacity as Head of State, that he denied berating the Director-General, and that the stringency of the conditions ultimately imposed was inconsistent with any pressure simply to expedite. The Commission was also placed in possession of an email from Mr. Weber to Mrs. Laure, copied to the Minister, advanced as evidence of the pressure applied; and it heard the evidence of Witness C that, in respect of the second Stop Notice and Prohibition Notice, officials expressly asked one another whether the Minister had been consulted before issuance, "a precaution which had not been taken before the first Stop Notice," and that the lifting of the first Stop Notice within four days occasioned "no surprise" given the "external pressures" on the project.

5.389 The Commission finds that improper influence was brought to bear upon the environmental decision-making process, and that it was brought to bear by Mr.

[199] ibid, Preamble, art 49 (democratic society and balance of power), 70 and 71.
[200] See Preamble of the Constitution of Seychelles, namely: 'Solemnly declaring our unswaying commitment, during this our Third Republic, to … uphold the rule of law based on the recognition of the fundamental human rights and freedoms enshrined in this Constitution and on respect for the equality and dignity of human beings.' The President is also bound by Oath to uphold the Constitution and the laws of Seychelles, sch 6.

Ramkalawan personally. It is not necessary to find that any threat was uttered or that the Director-General was berated. It is sufficient, and the Commission so finds, that Mr. Ramkalawan's personal intervention, by his visit to Assomption and the State House meeting he convened at the precise juncture when the responsible Department was withholding its authorisation on substantial technical grounds, was calculated to, and did, displace the independent judgment of the Department and precipitate the issue of a NOA that the Department had until then been unwilling to grant. The Commission finds that the temporal sequence: the Department's adverse Feedback Letter, Mr. Ramkalawan's visit to Assomption, the State House meeting he convened, and the issue of the Notice within days, is not explicable as coincidence, and that the proper inference is that the authorisation was procured by his intervention. The Commission emphasises that this is a finding against Mr. Ramkalawan in his personal conduct, and not a finding against the office of the President or against the Executive as an institution.

5.390 The Commission finds, further, that the same pattern attended the lifting of the first Stop Notice in May 2025, which was reversed within four days following a State House meeting from which the Department's technical objections had not been resolved, and that it was only when, in November 2025, the responsible officials reverted to the proper course of consulting the Minister and acting on the merits that an enforcement measure, the Prohibition Order, was made to hold. The Commission regards the contrast between the two episodes as instructive: it demonstrates both the susceptibility of the process to executive pressure and the capacity of the system to function lawfully when that pressure is absent.

5.391 The Commission also finds that the announcement, in the State of the Nation Address of February 2025, that the SIF would assume the environmental role on Assomption, was made by Mr. Ramkalawan personally, without consultation of IDC or of ICS, the body then engaged and which had already provided a quotation. This resulted in the displacement of ICS, who had an existing contract with the Developers, by SIF at a contract value, in the region of USD five million, more than ten times the ICS quotation. The Commission is careful to direct this finding at the personal conduct of Mr. Ramkalawan and not at the office of the President or at the Executive as an institution. While the Commission makes no finding of impropriety in the selection of SIF as such, a body uniquely qualified in respect of Aldabra, it finds that the manner in which Mr. Ramkalawan took and announced the decision, by his personal pronouncement rather than through any transparent or institutional process as problematic. The constraining effect of his personal presence, as Patron, in the SIF Board room described by Witness C is further illustration of his displacement of proper institutional decision-making by the imposition of his own will.

5.392 The Commission makes a firm and adverse finding in respect of the conduct of Mr. Bernard Georges. During the period material to this Inquiry Mr. Georges occupied, simultaneously, a constellation of roles that were irreconcilable: he was Leader of Government Business in the National Assembly, and so a senior figure associated with the governing administration; he was Chairman of the Board of Trustees of SIF, the body charged with the protection of Aldabra and the foremost institutional objector to the development; and he was, until the end of 2024, a Trustee of the ICS, the body engaged as the Developer's own ESIA consultant. The Commission finds that the holding of these offices at one and the same time placed Mr. Georges in a position of acute and continuing conflict of interest, in which his public duty to the environmental protection of Aldabra, his association with the governing administration that was promoting the development in the asserted national interest, and his position within the consultant assessing that development could not properly be reconciled. His belated resignation from the ICS Board at the end of 2024 mitigated, but did not cure, that conflict.

5.393 The Commission finds that Mr. Georges aggravated that conflict by his conduct toward the Developer. On his own evidence, he met the Developer on a number of occasions, including on one or two occasions alone, and attended at least two dinners with the Developer at L'Escale. It was also admitted that on occasion the then President was also present. The Commission finds that it was inappropriate, given his contemporaneous public and institutional roles, for Mr. Georges to engage in private and social meetings of this character with a Developer whose project his own Foundation was formally opposing and whose ESIA was being conducted by a body of which he was a Trustee. The Commission does not accept that the impropriety is answered by his assertion that he used each occasion to voice his opposition; the vice lies in the conduct of the meetings themselves, which were apt to compromise, and to be seen to compromise, the independence and integrity of the offices he held. This conflict appears even more apparent when SIF was appointed to be the paid environmental consultants on Assomption, which on the CEO's evidence came as a surprise to her and the other operational employees of SIF. The implication is that this arrangement could only have been concocted by the Patron and Chairperson of the Board of SIF.

5.394 Most seriously, the Commission finds that Mr. Georges solicited and accepted financial benefit from the Developer. On his own evidence, having approached Nouvobanq for funding, he then approached the Developer of Assomption for a credit line to enable the purchase at auction, for a sum of the order of £15,000 to £20,000, of a collection of Seychellois heritage material, and the Developer agreed to fund that purchase. The Commission accepts that the material was intended for donation to Seychelles and makes no finding that Mr. Georges sought any personal enrichment. The Commission finds, nonetheless, that for a person holding his offices to solicit and accept funding from a Developer

whose project he was simultaneously assessing, opposing and otherwise officially connected with was seriously improper, irrespective of the worthiness of the object to which the funds were applied. The acceptance of a financial benefit from such a source, in such circumstances, was incompatible with the independence demanded of each of the roles Mr. Georges held, created an obvious appearance of obligation toward the Developer, and was conduct that the Commission unreservedly condemns.

5.395 The Commission accepts the evidence of Mr. Lionnet that he was subjected to no pressure and received no money, and makes no adverse finding against the officials of IDC, the Department of Environment, the Planning Authority or SIF, whom the Commission finds, in general, to have sought to discharge their functions conscientiously and, in the case of the Department and SIF, in the face of considerable pressure.

PART IX — INTERNATIONAL OBLIGATIONS OF THE REPUBLIC

5.396 The development engages a number of international obligations binding upon the Republic. The principal instruments are: the UNESCO Convention concerning the Protection of the World Cultural and Natural Heritage 1972, under which Aldabra was inscribed as a World Heritage Site in 1982 and pursuant to which the Republic has assumed a duty to protect, conserve and transmit that property to future generations and to refrain from any deliberate measures that might damage it; the Convention on Biological Diversity 1992, and in particular Article 8 concerning in-situ conservation and the prevention of invasive alien species; the Convention on the Conservation of Migratory Species of Wild Animals 1979, to which the Republic has been a Party since 2005 and under which the International Light Pollution Guidelines for Migratory Species (2024) were adopted; the Cartagena Protocol on Biosafety; the International Plant Protection Convention; and the Nairobi Convention for the Protection, Management and Development of the Marine and Coastal Environment of the Western Indian Ocean 1985.

5.397 The Commission does not express a concluded view upon whether the Republic is, or may become, in breach of any of these instruments, that being a question for separate legal advice. The Commission finds, however, that the risk of an adverse international consequence is real and not theoretical. In particular, the Commission finds that there is a genuine and material risk that the conduct of a development of this scale, in the absence of an adequate biosecurity regime, upon the very doorstep of Aldabra, may attract reactive monitoring by the UNESCO World Heritage Committee and may give rise to consideration of the placement of Aldabra upon the List of World Heritage in Danger, with the attendant reputational and practical consequences for the Republic. The Commission has had regard to the precedents of the Galápagos Islands and of Gough and Inaccessible Islands, in which comparable threats engaged the attention of the Committee. The Commission finds that the protection of

Aldabra's World Heritage status is a national interest of the first order, against which the asserted economic benefits of the development must be weighed.

PART X — FINDINGS OF THE COMMISSION

5.398 Drawing together the analysis in the preceding Parts, the Commission makes the following principal findings.

i. First, that Assomption Island is an ecological asset of high and in part unique conservation value, integral to the Aldabra Group, and that its western beach is the finest green turtle nesting habitat in the Republic and an asset of regional and arguably global significance.

ii. Secondly, that no adequate pre-development ecological baseline was established, the full biodiversity assessment having been deliberately deferred to run concurrently with construction, contrary to scientific method, the precautionary principle and international best practice, with the result that the harm done and the efficacy of any mitigation cannot reliably be measured.

iii. Thirdly, that the ESIA process was compromised by a conflict of interest in the appointment of ICS that was correctly identified by the Department of Environment and ought not to have been overcome; that the consultation was rushed and its feedback improperly withheld from publication; and that the assessment was materially deficient in its treatment of the turtle nesting habitat, the setback, and lighting.

iv. Fourthly, that the development effected a step-change in the biosecurity risk to the Aldabra World Heritage Site which was not adequately addressed, the Biosecurity Management Plan not having been institutionalised, no quarantine facilities having been established, and works having proceeded in advance of an operative biosecurity regime.

v. Fifthly, that the conduct of construction departed substantially and repeatedly from the mitigation regime of the ESIA and the conditions of the NOA, the great majority of the key commitments assessed being non-compliant, including in respect of clearance, the filling of karst, dune extraction, turtle and tortoise protection, the Environment Officer, the plant nursery, species relocation, the jetty, and the cap on workers.

vi. Sixthly, that improper influence was brought to bear upon the environmental decision-making process by Mr. Wavel Ramkalawan personally: that the NOA of 3 September 2024 was procured by his personal intervention, following his visit to Assomption and the State House meeting he convened at the juncture when the responsible Department was lawfully withholding its authorisation, and that the first Stop Notice was lifted under like pressure; and that the integrity of environmental decision-making requires that such decisions be taken by the responsible Minister and

Department on the technical merits and free from interference. The Commission emphasises that this is a finding against the personal conduct of Mr. Ramkalawan and not against the office of the President or the Executive as an institution.

vii. Seventhly, that the Developer met the cost of an event held on behalf of the Linyon Demokratik Seselwa, the political party then led by Mr. Wavel Ramkalawan, in the sum of EUR 11,825.25. The fact of that payment is established not by the Developer's own account but by the invoice rendered by L'Escale Resort, Marina and Spa, which records that the event was billed to and borne by OBIL / Assets Group. The Commission records that the event took place in July 2025 and was directed at mobilising youth support ahead of the elections of September 2025, at which Mr. Ramkalawan stood as the party's presidential candidate and Mr. Bernard Georges stood as its candidate for the Mamelles electoral area. The benefit therefore accrued not to Mr. Georges alone but to the party and its leadership, at a juncture when the Developer had planning, environmental and financial matters outstanding before the Government of which Mr. Ramkalawan was Head. The Commission finds that the Developer, through its General Manager and consultant Mr. Omar Al Salihi, was not forthcoming in disclosing this in his oral evidence, and admitted to it only after the Commission had itself established from L'Escale that OBIL / Assets was to bear the cost of the event, and then only under interrogatory. The Commission rejects Mr. Al Salihi's characterisation of the payment as having been made on his own unsolicited initiative and as a disinterested gesture to the nation. The questions of who solicited or procured the billing, and of who within the party or the Government knew of or sanctioned it, are reserved for the Chapter of this Report dealing with the transparency, legality and financial probity of the process. The Commission finds, in this Chapter, that the underwriting by a Developer with matters then before the Government of a youth-mobilisation event for the governing party in the pre-election period was incompatible with the independence, and the appearance of independence, required of the Head of State. The legality, propriety and ethical character of that benefit, as it concerns both Mr. Ramkalawan and Mr. Georges, are reserved for fuller treatment in that Chapter.

viii. Eighthly, that Mr. Bernard Georges conducted himself improperly in relation to the development. Holding simultaneously the irreconcilable offices of Leader of Government Business, Chairman of the SIF and Trustee of the ICS, he was in a position of acute and continuing conflict of interest; he aggravated that conflict by engaging in private and social meetings with the Developer whose project his own Foundation was opposing - the two dinners at L'Escale at which the President was present, and a further meeting in London on or about 2 July 2024 which the Developer's General Manager, Mr. Omar Al Salihi, has since admitted in his interrogatory

response of 25 May 2026; and, most seriously, he solicited and accepted financial benefit from that Developer, in the form of funding for the purchase of heritage material. He was also a beneficiary, as the party's candidate for the Mamelles electoral area, of the Developer's funding of the Linyon Demokratik Seselwa event addressed in the preceding finding. The Commission records that this conduct, though not undertaken for Mr. Georges' personal enrichment, was seriously improper and incompatible with the independence demanded of the offices he held. The legality, propriety and ethical character of the Developer's funding of the heritage purchase, of the further London meeting, and of the LDS billing, are reserved for separate and fuller treatment in the Chapter of this Report dealing with the transparency, legality and financial probity of the process.

ix. Ninthly, that the development as presently conceived and partly built does not meet the description of the eco-tourism or eco-resort development that was promised at the outline stage and that was the premise of its authorisation, and that it is inconsistent with the directive principles of Article 38 of the Constitution and with the recommendation of the National Assembly's own Islands Committee that only a small, environment-led establishment be built.

x. Tenthly, that the development engages important international obligations of the Republic and gives rise to a real risk of adverse consequence for the World Heritage status of Aldabra.

xi. Eleventhly, that, notwithstanding the foregoing, Assomption retains very significant restoration potential, both for itself and for the wider Aldabra Group, and that the matter of restoration must form an integral part of any decision on the future of the development.

PART XI — RECOMMENDATIONS

5.399 The Commission makes the following recommendations.

i. Recommendation 1: That all construction on Assomption remain suspended, save for such limited works as are necessary to render existing structures safe and cyclone-secure, until a comprehensive biodiversity assessment, conducted over a period sufficient to capture seasonal variation and in any event of not less than twelve months, has been completed, and until the outstanding plans and safeguards: the Construction Environment Management Plan, the updated Environment Management Plan, the species-relocation plan, the native plant nursery, and the institutionalised Biosecurity Management Plan have been submitted, validated and approved. Importantly, IDC staff are to be trained in the environmental requirements of the project and an undertaking given that they will abide by the conditions of the BMP, the EMP, the ESIA and the NOA.

ii. Recommendation 2: That the scale of the development be reconsidered in the light of the completed biodiversity assessment, with a view to a material reduction of the footprint along the western nesting beach, and that formal legal protection be conferred upon the remainder of Assomption so that the development footprint is contained and the balance of Assomption restored, on a model comparable to that adopted elsewhere in the Outer Islands.

iii. Recommendation 3: That the law and practice governing environmental impact assessment be reformed so that no body charged with the ongoing conservation management or closely linked to a Developer or promoter of a site be appointed to assess a development upon it.

iv. Recommendation 4: That binding, defined and enforceable standards for turtle-friendly and dark-sky lighting, and for coastal setbacks measured from the rear boundary of the sand beach rather than from the high-water mark, be incorporated into the Environment Protection (Impact Assessment) Regulations, drawing upon the Convention on the Migratory Species of Wild Animals 'International Light Pollution Guidelines for Migratory Species'[201] and the recommendations of Dr. Mortimer.

v. Recommendation 5: That an institutionalised, marine-inclusive biosecurity regime for the Aldabra Group be established and adequately funded before any resumption of construction, with the allocation of responsibility among the Department of Environment, SIF, ICS and IDC clearly delineated in writing, with quarantine facilities established at the port, the airstrip and the jetty, and with the costs of incursion response and eradication settled and secured in advance by the Developer.

vi. Recommendation 6: That the runway extension, having been assessed only as a Class 2 (in-house) assessment notwithstanding its scale and sensitivity, be the subject of a retrospective full Class 1 environmental assessment, and that the cumulative impact of the runway, the utilities, the desalination plant and the workers' accommodation, matters excluded from the ESIA, be assessed.

vii. Recommendation 7: That measures be taken to safeguard the independence of environmental decision-making from interference by the Executive, of the kind found in this Chapter, including a requirement that any environmental authorisation, Stop Notice, Prohibition Order or the lifting thereof be made in writing by the responsible authority on stated technical grounds, with a contemporaneous record of any communication from the President or any member of the Executive bearing upon the decision, such record to be available to the National Assembly.

[201] Available at https://www.cms.int/publication/international-light-pollution-guidelines-migratory-species.

viii. Recommendation 8: That the question whether the conduct of the development places, or risks placing, the Republic in breach of its obligations under the World Heritage Convention and the other international instruments identified in Part IX be referred for separate legal advice, and that the Republic engage proactively with the UNESCO World Heritage Centre with a view to averting any reactive monitoring or in-danger listing of Aldabra.

ix. Recommendation 9: That a substantial programme of ecological restoration of Assomption, including the eradication of rats, cats, mice and invasive sisal and the re-establishment of endemic and native species from seed reared on the Island, be developed, funded and made an integral and binding condition of any future authorisation of the development.

x. Recommendation 10: That consideration be given to the repurposing of the existing structures, in the event that the resort does not proceed in its present form, toward a use compatible with the conservation of Assomption and the support of Aldabra, such as a marine and terrestrial research and conservation facility on a financially sustainable model, in which SIF, ICS and other institutions might each have a role.

xi. Recommendation 11: That, in the light of the findings made against Mr. Bernard Georges, clear rules be adopted to prevent the holding of incompatible offices of the kind he held simultaneously, and in particular to ensure that no person who is a member of the National Assembly or otherwise associated with the governing administration may at the same time chair or serve as a trustee of a body charged with environmental protection or engaged as an environmental consultant; that office-holders in such bodies be prohibited from soliciting or accepting any financial benefit, whether for themselves or for any other purpose, from a Developer whose project the body is assessing, opposing or otherwise officially concerned with; and that the funding by such a Developer of events, purchases or other costs on behalf of any political party, heritage body or other third party associated with such an office-holder be likewise prohibited, whether or not solicited and whatever the stated motive.

xii. Recommendation 12: That the findings made in this Chapter against Mr. Wavel Ramkalawan and Mr. Bernard Georges respectively be referred to the appropriate authorities for consideration of such further action as may be warranted, including in particular the Developer's funding of the Linyon Demokratik Seselwa event in the period preceding the elections, which the appropriate authorities may wish to consider against the law governing political and campaign financing as well as the law governing corruption; and that this Chapter be read together with the Commission's findings in the other Chapters of this Report bearing upon the conduct of those persons.

CHAPTER VI: INTERNATIONAL FLIGHTS TO AND FROM ASSOMPTION

PART A — TERMS OF REFERENCE

6.1 This Chapter addresses paragraph 3.6 of the Commission's ToR, which directs the Commission to inquire into and report upon the following matters:

> *"Whether any international flights have landed on or taken off from Assomption Island since the entering into of the Sublease, and if so, to establish the full circumstances under which such flights were authorised, including which entities or persons granted such authorisation and for what purpose."*
>
> *"Whether there has been any illegal or undue interference, pressure, or influence exerted upon the officers of the relevant aviation or security authorities by the political or administrative leadership of the Republic, or by any other person, to secure the authorisation for such international flights."*

6.2 Two distinct questions, therefore, arise. The first is factual and regulatory: did international flights operate directly to or from Assomption, and if so, by what authority and for what purpose. The second concerns propriety: whether any improper interference, pressure, or influence was brought to bear upon the aviation or security authorities to procure such authorisation. This Chapter sets out the oral evidence received by the Commission on these questions, analyses that evidence against the applicable regulatory framework, and records the Commission's findings and recommendations.

PART B. — SCOPE OF THE EVIDENCE IN THIS CHAPTER

6.3 The Commission heard substantial oral evidence, principally directed to the lease, the planning process, and the environmental conditions attaching to the development. This chapter is confined to so much of that evidence as bears upon the international flights question. The principal witnesses on this issue were Mr. Colin Chang-Tave, Chief Executive Officer of the Seychelles Airports Authority ("SAA"), and Mr. Garry Albert, Chief Executive Officer of the Seychelles Civil Aviation Authority ("SCAA"). Supporting and contextual evidence was given by Mr. Cyril Bonnelame and Mr. Christian Lionnet of IDC, the operator of the Assomption airstrip.

6.4 Documentary evidence relevant to this Chapter, including the flight movement spreadsheet, the SCA correspondence granting the exemption, the relevant risk assessment, the Aeronautical Information Publication extracts, and the IDC passenger manifests, will be appended to the report and are referred to below where they inform the oral testimony. References

in this Chapter to exhibits are to the documents produced by the above witnesses.

PART C. — THE APPLICABLE REGULATORY FRAMEWORK

6.5 Before turning to the evidence, it is convenient to record the regulatory background that both Mr. Albert and Mr. Chang-Tave described, since it frames every factual question that follows.

6.6 Chicago Convention. Seychelles is a party to the Convention on International Civil Aviation (the "Chicago Convention").[202] Mr. Albert confirmed that, by virtue of that Convention, Seychelles enjoys sovereignty over its airspace and is bound to give effect to the standards and recommended practices of the International Civil Aviation Organisation ("ICAO"),[203] the relevant United Nations body, by transposing them into national law and regulation.

6.7 Aeronautical Information Publication ("AIP").[204] Each contracting State maintains an AIP, updated on a 28-day cycle, setting out the operational information necessary for safe operation to and from its airports. The Seychelles AIP is some 200 pages in length. Both witnesses relied upon it.

6.8 Rule 1.1 and Rule 1.2 of the AIP.[205] Mr. Albert read into the record the operative provisions. Rule 1.1 provides that international flights into, from or over Seychelles territory are subject to the current Seychelles civil aviation regulations, which correspond to Annex 9 of the Chicago Convention.[206] Rule 1.2 provides:

"Aircraft flying into or departing from Seychelles territory shall make their first landing at or final departure from Seychelles International Airport."

6.9 Single port of entry. Seychelles International Airport at Pointe Larue is the only declared international airport and the only published port of entry in the Republic. Mr. Chang-Tave confirmed that Assomption has never been published in the AIP as an airport available for commercial or international operations; Mr. Albert confirmed that no such publication had occurred in his seven years at the Authority.

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[202] Convention on International Civil Aviation 1944 https://www.icao.int/publications/doc-series/convention-international-civil-aviation-doc-7300, ratified by Seychelles on May 25, 1977.
[203] International Civil Aviation Organization (ICAO) See also its publication of "Status of Seychelles With Regard To International Air Law Instruments' https://www.icao.int/sites/default/files/secretariat/legal/Status%20of%20individual%20States/seychelles_en.pdf
[204] See Annex 15 of Aeronautical Information Services of the 1944 Convention on International Civil Aviation https://ffac.ch/wp-content/uploads/2020/10/ICAO-Annex-15-Aeronautical-Information-Services.pdf
[205] AIP Seychelles GEN 1.2-1, 01 OCT 25.
[206] https://www.icao.int/facilitation-programmes/Annex9

6.10 Border control. Mr. Albert explained that a defining characteristic of an international airport is the permanent presence of border-control agencies, namely, Immigration, Customs, Police and Agriculture. These officers are employed by the Government of the Republic, not by IDC. None is stationed on Assomption.

6.11 Operator and regulator. Following a separation effective from 1 January 2025 (in practice operative from 1 April 2025),[207] the SCAA operates the airports at Mahé and Praslin and provides air-navigation services, while the SCA retains the regulatory, safety, security and economic oversight functions. IDC is the operator of the airstrips on the outer islands, including Assomption, and is itself subject to SCA oversight. Mr. Chang-Tave gave evidence that the practical motive for the separation was to permit a development agreement in respect of Seychelles International Airport with the Abu Dhabi Airports Company ("ADAC"),[208] which would have been improper had the contracting entity also been the regulator; the official rationale was alignment with ICAO recommended practice.

6.12 Permissible derogations. Mr. Albert accepted that derogation from Rule 1.2 may occur, but in narrow circumstances, principally a declared in-flight emergency or aircraft in distress diverting to the nearest available aerodrome. He testified that in his seven years there had been only one derogation from Rule 1.2., the present one. Mr. Chang-Tave likewise considered that the AIP, as presently drafted, makes no express provision for non-emergency exemptions, and expressed the view that the rule ought to be amended to provide for limited, conditional exceptions.

PART D. — SUMMARY OF THE EVIDENCE

(i) Mr. Colin Chang-Tave, Chief Executive Officer, Seychelles Airports Authority

Sitting of 6 March 2026, 10.30 a.m.in camera

6.13 Mr. Chang-Tave was, until 1 April 2025, General Manager for Airport Management within the former SCAA, and from that date Acting and then substantive CEO of the SCA (appointment confirmed 15 April 2025). In his former role he was responsible for granting landing and overflight clearances at Seychelles International Airport. He confirmed that IDC, not the SCAA, is the airport operator on the outer islands, and that the SCAA self-handles certain domestic flights while international handling at Mahé

[207] Seychelles Airports Authority (SAA) Act (2024) and the Seychelles Civil Aviation Authority (SCAA) Act (2024).
[208] See Page 1, SCAA Annual Report 2022. https://www.scaa.sc/images/publications/SCAA%20Annual%20Report%20eCopy%202022.pdf#:~:text=Following%20a%20tender%20process,final%20proposal%20in%20Q3%20FY2023.

is generally undertaken by Air Seychelles. Passenger manifests are held by the handler; the SCAA does not itself retain manifests.

6.14 Asked directly how a person might land directly on Assomption, bypassing Mahé, Mr. Chang-Tave stated that this is not normally permissible because Seychelles International Airport is the only declared port of entry, and that any such operation would require both a Government exemption from the normal practice and the permission of IDC as airport operator, together with clearance to overfly Seychelles airspace.

6.15 Mr. Chang-Tave traced the present matter to about Easter Saturday in April 2024, when he received a call from the Ministry of Foreign Affairs concerning an application for a Qatari operator to fly directly to Assomption from Doha. He refused, advising that the aircraft would have to come to Mahé. A meeting was convened at the Ministry of Foreign Affairs, attended by the SCAA, Immigration, Biosecurity, and, he believed, Qatari representatives. Mr. Glenny Savy was present and pressed the matter, asserting that direct operations had been done before, an assertion Mr. Chang-Tave rejected. In the event the 2024 flights complied: the aircraft came to Mahé and then proceeded to Assomption.

6.16 Similar requests recurred from about March 2025, again routed through the Ministry of Foreign Affairs, and a further meeting was convened by Mr. Terry Romain, Chief of Protocol. Mr. Chang-Tave understood that IDC wished to establish Assomption as an international airport, which would have required IDC to undertake the necessary work and then obtain regulatory approval from the SCA and Government. The SCAA maintained its position that direct operations were not permissible. Mr. Savy had by then left IDC and was not at the 2025 meeting.

6.17 Mr. Chang-Tave gave evidence that the principal passenger was the Emir of Qatar, a Head of State, travelling on what he described as a private trip. The party landed at Seychelles International Airport. When the time came to depart, renewed requests were made to fly out directly from Assomption to Doha. After pressure mounted, the CEO of the SCAA, Mr. Garry Albert, granted permission subject to conditions. Mr. Chang-Tave was consulted and advised that, while the operation was not normally permissible, the discretion to grant an exemption in respect of a Head of State should lie with Government, and he understood that Mr. Albert consulted Minister Derjacques before approving it. He recalled that approximately eight conditions were attached, including that the exemption was for the Head of State only, that a risk assessment be undertaken, and that IDC arrange border-control and other formalities for the trip.

6.18 Mr. Chang-Tave gave further evidence that, although Mr. Albert's written approval was for one flight, the flight plans subsequently submitted disclosed two separate aircraft on the same date. When he questioned the fact that two flights instead of one had left, as per the approval, the response he received (copied to the relevant parties) was that the approval applied to the second flight as well. He inferred that the second aircraft probably carried the entourage, bodyguards or staff. The records he produced showed two flights departing Assomption directly to Doha on 6 April 2025.[209]

6.19 The Commission displayed a spreadsheet of flight movements (originating from the airport authority and produced through Mr. Albert).[210] Mr. Chang-Tave assisted in interpreting the columns, in which "FSAS" denotes Assomption and "FSIA" denotes Seychelles International Airport. He confirmed that a test flight on 26 March 2025 had in fact routed Mahé-Assomption-Mahé and was therefore regular. The irregular movements were the two outbound flights of 6 April 2025, which left Assomption directly for Doha and did not return through Mahé. The Secretary drew attention to a number of further IDC movements, highlighted in blue, that showed an outbound leg without a matching return; Mr. Chang-Tave considered that these were likely explicable by ordinary multi-island IDC routing (for example, Mahé-Assomption-Farquhar-Mahé) and undertook to review the highlighted entries.

6.20 Mr. Chang-Tave accepted that it is theoretically possible for an aircraft to reach Assomption without the authority's knowledge, for instance by routing via Madagascar airspace with its transponder switched off, but said this would be very difficult and highly dangerous, as the aircraft would forgo air-traffic-control separation, and that Madagascar, in any event, notifies Seychelles of traffic entering its airspace. He further accepted the broader proposition, put to him by the Commission, that Seychelles has "porous borders," such that passengers flown to an outer island might depart by yacht without clearing Immigration on return, and that the converse could also occur; he had no direct knowledge of any such instance in respect of the Qatari party.

6.21 The only comparable Head-of-State instance Mr. Chang-Tave could recall was the first State visit of President Ramkalawan to Mauritius during the COVID-19 period, when, with international services suspended, an IDC flight was understood to have carried the President with a refuelling stop on an outer island (possibly Farquhar) en route to Mauritius. He regarded that as an acceptable exceptional case.

[209] Bundle of Emails produced by Mr. Chang Tave.
[210] Flight Record between Mahe (FSIA) and Assomption (FSAS) produced by Mr. Garry Albert.

6.22 Asked whether influence or pressure had been exerted, Mr. Chang-Tave stated that Minister Derjacques had spoken to him and that one could tell the Minister wanted the flight to take place, but that it would not be fair to characterise this as the Minister having exerted improper pressure.

(ii) Mr. Garry Albert, Chief Executive Officer, Seychelles Civil Aviation Authority

Sitting of 6 March 2026, 1.30 p.m.

6.23 Mr. Albert, in his seventh year at the authority, described the January 2025 split of the former SCAA into operator (SCAA) and regulator (SCA), the latter being responsible for safety, security, economic regulation and aviation development, and for oversight of all operators including Air Seychelles, Zil Air and IDC. He confirmed the Chicago Convention framework, Seychelles' sovereignty over its airspace, the 28-day AIP cycle, and the terms of Rules 1.1 and 1.2, which he read into the record.

6.24 Mr. Albert testified that in his seven years there had been only one derogation from Rule 1.2, the present one. He explained that derogation is ordinarily confined to emergencies, such as an aircraft in distress diverting to the nearest aerodrome. He confirmed that the large international aircraft operating into Seychelles (Emirates, Qatar Airways, Ethiopian, Air Seychelles, Kenya Airways) can land only at Seychelles International Airport because of runway requirements, whereas the Assomption strip can accommodate the domestic aircraft of IDC, Zil Air and Air Seychelles, and certain private jets such as the Gulfstream.

6.25 He explained that for Assomption to receive international or commercial flights, it would have to be declared and published as such in the AIP, with all attendant border-control agencies permanently present. That had never been done in his time. He confirmed that, under Seychellois legislation, an international aircraft must clear Immigration and the relevant authorities within Seychelles before proceeding to any of the other islands.

6.26 Mr. Albert confirmed that he received requests, on more than two occasions, for aircraft to land directly on Assomption rather than through Mahé, and that he did not approve of direct landings. The requests, made by the Qatari operators, were routed through the Ministry of Foreign Affairs and its protocol channel and, for non-scheduled international movements generally, through the overflight and landing clearance process that was processed by the former SCAA. A meeting around 20 March 2025, convened by Mr. Terry Romain and attended by Mr Glenny Savy,[211] discussed bringing government agencies to Assomption to clear the aircraft there, similar to an earlier arrangement made for a cruise ship; the SCAA expressed concern. A

[211] Email dated 20 March 2024 of Document Bundle produced by Mr. Garry Albert.

further request was made around 25 March 2025 followed by a third on or about 28 March 2025. Mr. Albert stated that his reason for resisting direct landings was the maintenance of standards. Assomption lies south of Mahé, so an inbound international flight must overfly Mahé first and can clear there, rather than for security considerations.

6.27 Mr. Albert confirmed that the request to depart Doha, land directly on Assomption and return to Doha (with a test flight proposed for 24 March 2025) was *not* approved. The aircraft instead arrived in Mahé first, then proceeded to Assomption to conduct its own operator risk assessment (the movements of 26 March 2025 on the spreadsheet).[212] Thereafter, on 6 April 2025, two flights (identified on the record as AZCHE and QQE593) were the subject of a request to depart directly from Assomption to Doha. Mr. Albert gave permission for the departure that carried the Head of State.

6.28 Mr. Albert's evidence was that the request came from the operations team of the Qatari party to airport management, and was relayed to him as CEO. He initially questioned why the aircraft could not return to Mahé, and was told the Emir wished to depart directly from Assomption. He informed the Minister and, in his stated discretion, considered that he could approve only one flight, because it carried a Head of State aboard a State-owned (non-commercial) aircraft, which in his view posed no security risk on departure.[213] The conditions he set were the presence of Immigration and police (security) on Assomption to clear the aircraft for departure; he noted that Customs is not necessarily required for a departure. The CEO of IDC told him that the relevant stakeholders were present at Assomption that day. He did not have, and the SCA does not retain, the passenger manifest.

6.29 Mr. Albert maintained that he approved only one flight, the Head-of-State aircraft, and not the second. He stated that he had cross-checked with the General Manager of the airport after the event and was told that only one aircraft departed Assomption for Doha and that the other returned to Mahé. When it was put to him that the spreadsheet showed both aircraft leaving Assomption and neither returning to Mahé, he replied that he did not see them coming back, and accepted that Seychelles International Airport would have recorded any return.

6.30 Mr. Albert accepted, on the Commission's questioning, that he could not know the passenger manifest of the directly-departing flight, that the aircraft was not cleared by Immigration or Customs at Seychelles International Airport, and that he was relying on an inference that, because a Head of State was aboard, the highest security measures would be in place.

[212] Flight record supra fn 9.
[213] Email dated 5 April 2024 from Mr. Albert to Mr. Lionet and Mr. Bonnelame in Document Bundle produced by Mr. Garry Albert.

He confirmed that no Immigration or Customs officers are stationed on Assomption and that any clearance there would have required IDC to fly officers to the island; he was unable to identify on the spreadsheet the IDC flight that would have carried such officers, though he noted an IDC movement to Assomption around that date.

6.31 Mr. Albert further accepted that, strictly applied, the AIP would not have permitted such a departure other than from Seychelles International Airport; that the SCA is internationally audited by ICAO; that an international movement from an airport not declared as international is recorded and discoverable by ICAO; and that any such finding would be a negative finding against Seychelles and a breach of the regulations. He accepted that, had anything gone wrong, the SCA would have borne responsibility, the risk assessment having recorded a number of items as very high risk.

6.32 Asked directly whether he felt pressurised, having been asked four times, Mr Albert answered candidly that, of course, he felt pressure, because the request concerned a Head of State and a visiting dignitary and had been routed through Foreign Affairs with many stakeholders involved; he sought to be flexible, "but not illegal."[214] He confirmed there had been no subsequent comparable request, the Emir ordinarily flying into Seychelles in a larger aircraft that cannot land on Assomption, and that no decision had been taken to declare Assomption an international airport, the matter awaiting IDC's plans and intentions.

(iii) Mr. Cyril Bonnelame, Chief Executive Officer, IDC

Sitting of 12 January 2026

6.33 Mr. Bonnelame, CEO of IDC from 6 January 2025, gave evidence directed mainly to the construction and environmental matters. On the airstrip his evidence was limited but relevant: the runway on Assomption had been extended before his tenure and was already complete when he arrived; he was not part of that process; and he understood the extension to have been treated as a Class 2 EIA for which the Department of Environment had given approval. He thus confirmed the physical capability that underlies the flight issue, an extended, operational runway on Assomption, without speaking to the authorisation of any particular international movement.

(iv) Mr. Christian Lionnet, Deputy Chief Executive Officer, IDC

Sittings of 13 January and 31 March 2026

[214] Page 43 of Mr. Albert's testimony.

6.34 Mr. Lionnet provided the operational and contextual background relevant to this Chapter. He confirmed that IDC operates the aviation services on Assomption and keeps the airstrip open, historically to facilitate access to Aldabra (which has no airstrip). He gave evidence on flight times material to the "proximity" issue that recurs in the regulatory discussion: IDC's own aircraft, a Beechcraft 1900D, takes about one and a half hours to fly from Mahé to Assomption, but only about thirty minutes from Assomption to the northern tip of Madagascar; by sea, a construction barge takes four to six days from Mahé but only a day to a day and a half to Madagascar.

6.35 He confirmed that the Emir of Qatar frequents Assomption on an annual basis, chartering local boats for diving, and that this pre-existing connection preceded the development. In his second sitting, he confirmed that the airfield extension cost the Developers close to USD 10 million and that the extended airfield remains an IDC asset, and that the residential villas (from villa 33 onward) are intended as the private residence of the Emir. IDC organises flights for visiting parties (including presidential visits) on the basis of aircraft payload, the manifests being settled by the requesting office. His evidence did not extend to the grant of any aviation exemption, of which IDC was the beneficiary as airport operator rather than the regulator.

(vi) Documentary evidence – passenger manifests

6.36 The Commission received IDC passenger manifests evidencing ordinary domestic movements between Mahé and Assomption. A manifest of 15 March 2025 (client Hunt, Deltel & Co. Ltd) records a same-day return Mahé-Assomption-Mahé carrying two named passengers, one of whom is identified as a Customs officer. A manifest of 15 November 2025 (client Hunt Deltel) records IDC staff travelling Mahé-Assomption. These documents are consistent with the regular, domestic pattern of IDC operations described by the witnesses and are to be distinguished from the direct international departures of 6 April 2025.

(vii) Ambassador Terry Romain, former Chief of Protocol, Ministry of Foreign Affairs

Answer to the Commission's Interrogatory of 28 May 2026, on affirmation.

6.37 Ambassador Romain, who has held the office of Chief of Protocol at the Ministry of Foreign Affairs and the Diaspora since October 2023, answered the Commission's interrogatory on affirmation. He confirmed that requests of this character reach the Ministry through the diplomatic channel. In the present matter the request was transmitted by the Qatari Embassy in Nairobi to the Ministry, whereupon the Protocol Section disseminated it to the relevant authorities and agencies for their approvals according to their respective operational requirements. He described the role of Protocol as

confined to the initial coordination of the arrival and departure of high-level or diplomatic flights, the agencies, and in particular the SCAA and the ground handler, liaising thereafter directly with the operator.

6.38 He confirmed that, in his convening capacity, he chaired two meetings at the Ministry, the first on Friday, 5 April 2024,[215] and the second on 24 March 2025[216]. He explained that the request was unprecedented, the proposed first point of entry being not Seychelles International Airport but an outer island, and that the customary approvals were not forthcoming; the authorities and agencies, though possessed of concerns, were reluctant to record those concerns in official correspondence. It was for that reason, and from his private knowledge through telephone contact with the airport authorities that such concerns existed, that he convened the partners in order to afford an opportunity to seek answers as to the status and capacity of the Assomption aerodrome. He stated that no minutes were taken, it not being the practice to appoint a minute-taker for ad hoc coordination meetings of this kind, and furnished his own summary account of each meeting; among those recorded as attending the 2025 meeting was a representative of the Assomption project Developers.

6.39 As to the evidence of Mr. Chang-Tave that, at the 2025 meeting, the Chief of Protocol had conveyed that the airport authority had been given a year to organise itself, Ambassador Romain accepted the substance but explained its context: the April 2024 request had not been approved and the visit had been cancelled; he had foreseen that similar requests would recur and had said as much; and when, a year later, in March 2025, a like request was made, it was evident that the same body would have to reconvene to consider the same matter. He denied that he had brought any pressure to bear for approval to be given. On the contrary, he stated that he had privately counselled Mr. Chang-Tave not to approve anything with which he was not comfortable, since, in the event of any incident or mishap, it would be the technicians who would be held to account.

6.40 His stated position was that he would not approve any flight that was not wholly lawful and safe; officially, however, he remained diplomatic and confined himself to chairing the meetings, the decisions being for the authorities and agencies to take in their own right. He had had sight of a route and aerodrome risk assessment which, in his opinion, did not establish the Assomption aerodrome as safe for an aircraft of the size intended or for the level of dignitary to be carried. Of particular significance, he gave evidence that, in the absence of any decisive response from the

[215] Email dated 4 April 2024 of Annex 1 of Ambassador Romain's response to the Commission's Interrogatory dated 2 June 2026.
[216] Email dated of 20 March 2025 Annex 1 of Ambassador Romain's response to the Commission's Interrogatory dated 2 June 2026.

SCAA and the Government, the Ministry of Foreign Affairs, in consultation with its management, issued Note 12/2025 dated 3 April 2025,[217] by which it stated in terms that no flight was authorised to land directly on Assomption Island, or to depart directly from Assomption Island to Doha. The direct departures the subject of this Chapter nonetheless took place three days later, on 6 April 2025, upon the SCAA's subsequent approval.[218]

6.41 Asked whether any person had instructed, requested or encouraged him to facilitate the direct flights, Ambassador Romain answered that no instruction, request or encouragement had come from the Office of the President or from any Minister, and that the Qatari party's involvement was confined to the request transmitted through the diplomatic channel. He stated that Mr. Glenny Savy had given him no instruction, but that the explanations of Mr. Savy, and likewise those of Mr. Cyril Bonnelame, had been inclined towards the proposition that a direct landing was possible, IDC being willing to facilitate whatever the authorities might require to render a direct landing and departure possible.

(viii) Mr. Anthony Derjacques, former Minister responsible for Transport and Civil Aviation

Answer to the Commission's Interrogatory of 28 May 2026, on affirmation 2 June 2026.

6.42 The Commission, having given Mr. Derjacques notice of a potential adverse finding, namely, that undue pressure or influence had been brought to bear upon the aviation authorities to secure the authorisation, and that the communicated wish of the Minister responsible that the flight take place had formed part of that influence, and having afforded him the opportunity to respond, received his answer to the interrogatory, verified on affirmation on 2 June 2026. In substance, Mr. Derjacques denied each element of the matter put to him.

6.43 He stated that he had not been consulted, informed, or otherwise made aware, before 6 April 2025, of the request for one or more Qatari aircraft to depart directly from Assomption to Doha. He denied communicating to Mr. Albert, to Mr. Chang-Tave, or to any other officer any view, wish, expectation or instruction as to whether the direct departure should be permitted: when Mr. Albert had mentioned the request to him, he had made no positive response, the matter being operational and Mr. Albert having stated that he would deal with it. As to Mr. Chang-Tave's evidence that the Minister had spoken to him and that he could tell the Minister wished the flight to take place, Mr. Derjacques' account was that Mr. Chang-Tave had

[217] Annex 4 of Ambassador Romain's response to the Commission's Interrogatory dated 2 June 2026.
[218] Annex 6 of Ambassador Romain's response to the Commission's Interrogatory dated 2 June 2026.

telephoned him on a Saturday morning, that he had congratulated him upon his appointment as Chief Executive Officer of the SAA, that he vaguely recalled the request being mentioned, and that he had made no comment, regarding the matter as operational and one for the SCAA. He stated that he had made no decision and held no wish either way.

6.44 Mr. Derjacques stated that he had given no approval, direction or authority, ministerial or otherwise, for the direct departure. The written approval of 5 April 2025, on which he had been copied, had been received and filed by his personal assistant, and no action had been taken upon it. He further stated that he had not been aware that Assomption was not certified or published as an international airport, nor that a direct departure from it would constitute a derogation from Rule 1.2 of the Aeronautical Information Publication; the decision, he said, had been left to the Chief Executive Officer of the SCAA, and he had formed no view, learning of Rule 1.2 only after that officer's testimony before the Commission. He stated that he had not been aware of the border-control conditions attaching to the approval, nor that the approval had been extended to a second aircraft.

PART E. — ANALYSIS AND DISCUSSION

(i) Did international flights operate directly to or from Assomption?

6.45 On the first limb of the ToR, the evidence permits a clear conclusion. The consistent evidence of both aviation chief executives is that:

i. No international flight *landed* directly on Assomption. Every request to land directly (in 2024 and again in March 2025) was refused, and the aircraft routed through Seychelles International Airport at Mahé, including the test/familiarisation movement of 26 March 2025.

ii. International flights did *depart* directly from Assomption. On 6 April 2025, the flight movement records disclose two aircraft departing Assomption directly for Doha, neither returning through Mahé.

6.46 The direct departures on 6 April 2025, as described by the witnesses within the regulatory framework, are international flights taking off from Assumption Island. These occurred after the entry into the sublease and during the period of development. Therefore, the first part of the ToR is answered in the affirmative regarding departures, and in the negative regarding landings.

(ii) The circumstances and authority of the authorisation

6.47 The circumstances are established with clarity. The requests originated with the operations team of the Qatari Royal party and were channelled through the Ministry of Foreign Affairs and the Chief of Protocol, Mr. Terry Romain.

The purpose was the convenience of the Head of State and his party at the conclusion of a private visit, the Emir wishing to depart directly from Assomption rather than return to Mahé. The authorisation was granted in writing by Mr. Garry Albert, CEO of the SCAA, in the exercise of what he described as a regulatory discretion, after consultation with Mr. Chang-Tave and, on his evidence, with Minister Derjacques. Conditions were attached, principally the presence of Immigration and police on Assomption and the conduct of an operator risk assessment by the State of registration (Qatar). IDC, as airport operator, was responsible for arranging the border-control presence on the island.

6.48 Two matters bearing upon that authorisation emerge from the interrogatory answers since received. The first is that Mr. Derjacques, the Minister then responsible, has denied on affirmation that he was consulted or informed before the departure, or that he conveyed any wish that the flight proceed. That denial is contradicted by the mutually corroborative evidence of Mr. Albert, who informed and consulted the Minister before authorising the departure, and of Mr Chang-Tave, who stated that the Minister spoke to him and that he could tell the Minister wanted the flight to take place. For the reasons given in the Commission's findings below, the Commission does not accept Mr. Derjacques' denial as credible and prefers the evidence of the two aviation chief executives. The second is that the Ministry of Foreign Affairs, far from authorising the operation, had by Note 12/2025 of 3 April 2025 stated in terms that no flight was authorised to land directly on, or to depart directly from, Assomption to Doha; the direct departures nonetheless followed, on 6 April 2025, upon the SCAA's own approval.

6.49 Several features of that authorisation warrant the Commission's concern:

i. On the witnesses' own evidence, Rule 1.2 of the AIP admits of no express exemption for a non-emergency departure from an aerodrome other than Seychelles International Airport. Mr. Albert accepted that, strictly applied, the rule would not have permitted the departure, and that the movement constitutes a recordable breach exposing Seychelles to an adverse ICAO finding. The "Head of State" and "State-owned aircraft" rationale, whatever its diplomatic force, is not a derogation provided for in the published regulatory instrument.

ii. The exemption was granted on the personal assessment of the CEO of the regulator, by reference to factors (the status of the passenger, the State ownership of the aircraft) that are nowhere codified as grounds for derogation. There was no published criteria, no documented Government decision-making instrument, and the consultation with the Minister was informal. This is an unsatisfactory basis on which to depart from a binding international standard.

iii. There is a direct conflict in the evidence. Mr. Albert maintained that he approved one flight only and was told one aircraft departed and the other returned to Mahé. Mr. Chang-Tave's evidence, and the records he held, indicate that the approval was extended in correspondence to a second aircraft and that two aircraft departed Assomption directly for Doha. The flight spreadsheet, on the Commission's reading, shows two outbound legs and no matching returns. If that reading is correct, a second international aircraft departed Assomption without, on Mr. Albert's own account, a valid approval, and the regulator's post-event verification was inaccurate.

iv. Neither aviation authority retained or saw the passenger manifest of the directly departing flight(s). The regulator relied on an inference that a Head of State's aircraft would be secure. No Immigration or Customs officers are permanently stationed on Assomption; any clearance depended on IDC flying officers to the island, and the regulator could not identify with certainty the movement by which that was done. The flight manifests of 6 April 2025 do not record any police or immigration control officer to and from Assomption.

v. In addition, the Commission notes the broader vulnerability candidly acknowledged by Mr. Chang-Tave: that the porous nature of the Republic's borders makes it possible for persons to enter or leave Seychelles, via the outer islands, without completing Immigration formalities. A direct international departure from an island lacking permanent border control materially heightens that vulnerability.

(iii) Whether there was illegal or undue interference, pressure or influence

6.50 The second limb of the ToR is more delicate, because the evidence is candid but qualified. The relevant features are these. First, the requests were persistent: refused in 2024 and renewed at least three times in March 2025 before the April departure. Second, they were routed at the highest protocol level, through the Ministry of Foreign Affairs and the Chief of Protocol, which itself communicates institutional weight to a request. Third, Mr. Albert frankly accepted that he felt pressure, precisely because the request concerned a Head of State and had been advanced through Foreign Affairs with numerous stakeholders engaged.

6.51 Fourth, Mr. Chang-Tave gave evidence that Minister Derjacques spoke to him and conveyed that he wished the flight to take place, although Mr. Chang-Tave was unwilling to characterise this as improper pressure. Fifth, the 2024 episode involved Mr. Glenny Savy pressing the matter and asserting that such operations had been done before, an assertion which Mr. Chang-Tave rejected. Mr. Savy, given notice of a potential adverse finding upon this point and afforded the opportunity to respond, submitted in his written representations of 25 June 2026 that he had not asserted that Qatari

aircraft had previously flown directly to Assomption, but had referred to the established practice by which the clearance formalities ordinarily conducted at Seychelles International Airport had on occasion been performed at an outer island ahead of a foreign arrival, including for the clearance of cruise vessels, such movements being authorised by the Civil Aviation Authority and recorded by IDC Aviation. Those records were not obtained, and the point is in any event collateral to the matters the Commission must decide under this Chapter, the requests of 2024 having in the event been refused and the aircraft routed through Seychelles International Airport. The Commission accordingly records the conflict but rests no adverse finding against Mr. Savy upon it.

6.52 Sixth, Mr. Derjacques, the Minister then responsible, has denied on affirmation that he was consulted before the departure, or that he held or conveyed any wish that the flight proceed, his account being that the matter was operational and one for the SCAA. The Commission does not accept that denial. It is contradicted by the mutually corroborative evidence of Mr. Albert, who informed and consulted the Minister before authorising the departure, and of Mr. Chang-Tave, to whom the Minister spoke and conveyed his wish that the flight take place; and, for the reasons given in the findings below, it is inherently improbable that the Minister then charged with Transport and Civil Aviation should have been unaware of the elementary features of a matter squarely within his portfolio. Seventh, and by genuine contrast, the evidence concerning the Ministry of Foreign Affairs points the other way: Ambassador Romain, far from pressing for approval, counselled the regulator not to approve anything with which he was not comfortable, and the Ministry itself issued Note 12/2025 of 3 April 2025 declining to authorise the very operation that followed; on this evidence the institutional pressure did not emanate from the Ministry or from Protocol.

6.53 The Commission draws a distinction between the legitimate transmission and advocacy of a diplomatic request, on the one hand, and improper or undue interference, on the other. On the evidence as it presently stands, what is established is sustained institutional and ministerial pressure to accommodate a foreign Head of State, culminating in a regulatory exemption granted outside the published framework. The witnesses did not characterise that pressure as corrupt or as accompanied by inducement; Mr. Lionnet, for his part, denied receiving any payment or improper instruction in relation to the development generally. Nonetheless, the cumulative effect, namely, repeated high-level requests, the Minister's expressed wish, the protocol routing, and the regulator's own admission that he felt pressure and sought to be "flexible but not illegal" is that the regulator was induced to authorise an operation that, on his own evidence, the regulations did not permit. Whether that amounts to "undue" interference within the meaning of the ToR is a question of characterisation on which the Commission makes

its findings below, recognising that the documentary record (the OSCA correspondence, the minutes of the Foreign Affairs meetings, and any record of the consultation with Minister Derjacques) will need to be weighed. Mr. Derjacques has denied on affirmation that any such consultation or expression of wish occurred. For the reasons given in the findings below, the Commission rejects that denial as not credible and finds that the Minister was consulted before the authorisation and conveyed his wish that the flight proceed; ministerial pressure is, accordingly, established and is not displaced by his denial. The Commission distinguishes, however, the position of the Ministry of Foreign Affairs and its Chief of Protocol, who did not advocate approval but resisted it and, through the Ministry, declined by Note 12/2025 of 3 April 2025 to authorise the operation; the institutional pressure proceeded from the persistence and high-level routing of the requests, reinforced by the expressed wish of the responsible Minister, and not from any advocacy on the part of Protocol.

6.54 The Commission also records, for completeness, that it has not received evidence of unauthorised or clandestine international flights to Assomption, that is, flights operating without the knowledge of the authorities. The theoretical possibility of an undetected approach via Madagascar airspace with a disabled transponder was canvassed and discounted by Mr. Chang-Tave as very difficult and extremely hazardous, and no evidence of any such occurrence was placed before the Commission. The irregularity established is not clandestine flight, but the authorised departure of international flights from an aerodrome not lawfully open to such operations.

PART F. — FINDINGS

6.55 On the evidence summarised above, the Commission makes the following findings.

i. No international flight has landed directly on Assomption Island. All requests for direct landing, in 2024 and in March 2025, were refused by the aviation authorities, and the relevant aircraft routed through Seychelles International Airport.

ii. On 6 April 2025, international flights departed directly from Assomption Island to Doha. The flight movement records disclose two aircraft so departing, neither of which returned through Seychelles International Airport.

iii. The departure of at least one such flight was authorised in writing by the Chief Executive Officer of the Seychelles Civil Aviation Authority, Mr. Garry Albert, on the asserted basis that the aircraft carried a foreign Head of State aboard a State-owned aircraft, subject to conditions including the presence of Immigration and police on the island.

iv. That authorisation had no basis in the published Aeronautical Information Publication. Rule 1.2 requires first landing at, or final departure from, Seychelles International Airport, and provides no express exemption for a non-emergency departure of this kind. The regulator accepted that, strictly applied, the rule did not permit the departure and that the movement is a recordable breach exposing the Republic to an adverse ICAO finding. The authorisation was, moreover, granted in the face of an express prior refusal: the Ministry of Foreign Affairs had, by Note 12/2025 of 3 April 2025, stated in terms that no flight was authorised to land directly on, or to depart directly from, Assomption to Doha. The SCAA's approval and the departures of 6 April 2025 followed notwithstanding that prohibition.

v. There is an unresolved conflict in the evidence as to whether a second aircraft was authorised and departed directly. The Commission finds, on the flight records and the evidence of Mr. Chang-Tave, that two aircraft in fact departed Assomption directly, notwithstanding Mr. Albert's evidence that he approved one only and was informed that the second returned to Mahé. The regulator's post-event verification was, in this respect, unreliable.

vi. No passenger manifest for the directly-departing flight(s) was retained or seen by either aviation authority, and the departures were not subject to Immigration or Customs clearance at the declared port of entry. There was no border control on Assomption as no flight manifest record shows the border-control agencies travelling to Assomption to clear the Qatari flights. This represents a material weakness in the protection of the national border.

vii. Sustained pressure was exerted upon the aviation authorities to secure the authorisation. The requests were repeated, were advanced at the highest protocol level through the Ministry of Foreign Affairs and were accompanied by the expressed wish of the responsible Minister that the flight proceed. The Chief Executive Officer of the SCA candidly accepted that he felt pressure and sought to be flexible. The Commission finds that the regulator was thereby induced to grant an authorisation outside the lawful framework. The Commission has received no evidence that this pressure was accompanied by corruption or inducement, and the question whether it amounted to "undue" interference falls to be determined on the whole of the evidence, including the documentary record. Mr. Derjacques, the Minister then responsible, having been given notice of a potential adverse finding and the opportunity to respond, answered the Commission's interrogatory on affirmation, denying that he was consulted before the departure, denying that he conveyed any wish that the flight proceed, and professing himself unaware that Assomption was not a published international airport and unaware of Rule 1.2 of the AIP until after Mr. Albert's testimony. The Commission does not accept that account and finds it not to be credible. It is contradicted by the mutually corroborative evidence of Mr. Albert, who testified that he informed and consulted the Minister before authorising the

departure, and of Mr. Chang-Tave, who testified that the Minister spoke to him and conveyed that he wished the flight to take place; the accounts of these two senior officials are independent and consistent, and the Commission prefers their evidence to that of Mr. Derjacques. The professed ignorance is, moreover, inherently improbable in the holder of the portfolio for Transport and Civil Aviation: that the Minister responsible for civil aviation should have been unaware of the status of the Republic's sole international airport, or of the rule governing first landing and final departure, in relation to a matter concerning a foreign Head of State that had been escalated through the Ministry of Foreign Affairs and across numerous agencies over the course of a year, is not believable. The Commission accordingly finds that the Minister was consulted before the authorisation and conveyed his wish that the flight proceed, and that this formed part of the pressure brought to bear upon the aviation authorities.

viii. The Commission distinguishes the position of the Ministry of Foreign Affairs and its Chief of Protocol, Ambassador Romain, who did not press for approval but resisted it and, by Note 12/2025 of 3 April 2025, declined to authorise the operation; the pressure proceeded from the persistence and high-level routing of the requests, reinforced by the expressed wish of the responsible Minister, and not from any advocacy on the part of Protocol.

ix. Assomption is not, and has never been, a declared or published international airport. It is a domestic airstrip operated by IDC, lacking the permanent border-control presence and published status required for lawful international operations.

x. The Commission has received no evidence of clandestine or undetected international flights to Assomption operating without the knowledge of the authorities.

PART G.— RECOMMENDATIONS

6.56 The Commission accordingly recommends as follows.

6.57 No international flight should be permitted to land at or depart from any aerodrome in the Republic other than Seychelles International Airport, save in a genuine emergency, unless and until that aerodrome has been duly declared and published as an international airport in accordance with the Chicago Convention and the Aeronautical Information Publication.

6.58 Rule 1.2 of the AIP should be reviewed and, if any non-emergency exemption is to be permitted, amended to provide an express, narrow and transparent basis for it, with defined criteria, rather than being left to the unstructured discretion of an individual officer. The reform suggested by Mr. Chang-Tave, a conditional, restricted provision, should be considered, but only with clear safeguards.

6.59 Any future derogation, including any exemption sought on diplomatic grounds for a visiting Head of State, should require a documented Government decision taken through a defined and lawful process, with the respective roles of the Minister, the regulator and the operator clearly recorded in writing, so that responsibility is transparent and the regulator is insulated from informal pressure.

6.60 No international departure should be authorised from any island unless full border-control formalities, Immigration and, where applicable, Customs, are properly discharged, and a passenger manifest is recorded and retained by the operator and made available to the regulator. The practice of relying on an inference of security because of the status of a passenger should cease.

6.61 The wider vulnerability of the Republic's borders at the outer islands, candidly acknowledged in the evidence, should be the subject of a dedicated review by the relevant security and border-control agencies, with a view to ensuring that persons cannot enter or leave Seychelles via the outer islands other than through lawful immigration control.

6.62 If IDC or the Government intends that Assomption should in future receive international or commercial flights, the proper course is the formal process of declaration and publication as an international airport, with the permanent border-control infrastructure that this entails, and with prior regulatory and environmental approval; ad hoc exemptions are not an acceptable substitute.

6.63 The conduct of the Chief Executive Officer of the Seychelles Civil Aviation Authority, Mr. Garry Albert, in granting, as the officer charged with upholding the Republic's obligations under the Chicago Convention, a written authorisation for the direct international departure of an aircraft from an aerodrome neither declared nor published for such operations, in circumstances which he himself accepted the Aeronautical Information Publication did not permit, and notwithstanding the refusal already communicated by the Ministry of Foreign Affairs in Note 12/2025 of 3 April 2025, was a serious departure from the standards required of the regulator upon whom the discharge of the Republic's international obligations depends; the Commission recommends that the conduct be reviewed by the Board of the Authority and by the Minister responsible, and that such measures be taken as may be necessary to ensure that, for so long as that officer continues in office, the Authority adheres strictly to the published regulatory framework and is not again induced to act outside it.

6.64 As to Mr. Anthony Derjacques, the Minister then responsible for Transport and Civil Aviation, the Commission has found that he was consulted before the authorisation, that he conveyed his wish that the flight should proceed,

and that his denial of these matters on affirmation is not to be believed; and although he no longer holds ministerial office, the Commission recommends that this finding be formally recorded and brought to the attention of the appropriate authorities, that it be available to be weighed in any future consideration of his appointment to public office, and that consideration be given to whether the circumstances in which his answer to the Commission's interrogatory was verified on affirmation warrant referral to the Attorney-General or other competent authority.

CHAPTER VII - THE STATE VISIT OF PRESIDENT RAMKALAWAN TO THE REPUBLIC OF THE MALDIVES

PART A. — THE TERMS OF REFERENCE

7.1 This Chapter addresses the ToR requiring the Commission:

> *"To inquire into any potential connection, influence, or relevance between an official visit undertaken by the then President of the Republic, Wavel Ramkalawan, to the Republic of the Maldives from 11 June to 14 June 2023, and the granting of the Sublease or any decisions related thereto."*

7.2 The allegation the Commission must examine has two parts. First, whether the State Visit to the Maldives was staged or arranged as a pretext to allow the President or his delegation to meet representatives of Assets Group or PIHs during the period of the Assumption EoI. Second, whether any such meeting was inappropriate and indicates collusion between the Executive and the investor to secure the project for the Developers.

7.3 The Commission has examined this allegation against both the documentary record (Chapter VII, Part C below and the documents annexed) and the oral testimony of those who arranged, attended or were connected with the visit and the project. It is right to record at the outset that the witness evidence has materially altered the picture that the documents alone presented: it is now established that the President did meet the Developer during the visit. The central questions are therefore no longer whether a meeting occurred, but how it came about, what passed at it, and whether the visit was contrived for that purpose.

PART B. — THE WITNESSES

7.4 The Commission heard from the following witnesses whose evidence bears on this term of reference:

i. Mr. Wavel Ramkalawan, the then President, who undertook the visit;

ii. Mr. Sylvestre Radegonde, the then Minister for Foreign Affairs and Tourism, who accompanied the President throughout;

iii. Mr. Jonathan Berlouis, Chief of Presidential Protocol;

iv. Mr. Channel Quatre, Senior (State) Protocol Officer;

v. Mr. Annille Bristol, the President's Personal Security Officer, who was in close personal attendance on the President throughout the visit;

vi. Mr. Omar Al Salihi;

vii. Mr. Abid Butt;

viii. Mr. Glenny Savy, the then Chief Executive Officer of IDC.

PART C. — THE COMPOSITE CHRONOLOGY

7.5 Drawing the documentary and oral evidence together, the following chronology emerges.

Date	Event	Source
March 2023	President Ramkalawan and President Solih of the Maldives meet on the sidelines of the 5th UN Conference on the Least Developed Countries in Doha, Qatar.	Maldives invitation letter; Ramkalawan evidence
3 April 2023	Written invitation from President Solih to President Ramkalawan to make a State Visit to the Maldives, reciprocating the 2019 Maldivian visit to Seychelles.	Maldives invitation letter
28-29 April 2023	Representatives of the Assets Group (Mr. Omar Al Salihi) visit Coetivy and Assomption; met and escorted by Mr. Glenny Savy, CEO of IDC.	Al Salihi evidence
25 April 2023	Seychelles confirms the dates 11-14 June 2023 for the State Visit (arriving on 10 June 2023).	Seychelles Diplomatic Note No. 5/2023
6 June 2023	Mr. Savy emails Mr. Al Salihi enclosing the EoI documents and stating he will travel to Qatar on 16 June to meet him and discuss the submission.	Al Salihi evidence (email read into record)
Before the visit (c. April–June 2023)	Mr. Savy informs the President and Vice-President of the Assets Group) interest in Assomption and obtains a "green light" to pursue it. The President tells Mr. Savy that he is going to the Maldives and will be meeting the investor there. Mr. Savy is not invited to attend.	Savy evidence
11-16 June 2023	State Visit to the Maldives. Delegation moved from Kurumba to the Waldorf Astoria (Ithaafushi), owned by Mr. Ramez Al-Khayyat / Assets Group. President meets Mr. Al-Khayyat during a guided	Programme; Ramkalawan, Radegonde, Quatre,

Date	Event	Source
	tour of the Waldorf Astoria. Presidential delegation stay is extended by 2 nights.	Berlouis, Bristol, Al Salihi evidence
c. 31 July 2023	Assets Group lodges its EoI for the Assomption development.	Ramkalawan evidence (EOI dated 31 July)
2/3 August 2023	Closing date of the Assomption EoI.	Ramkalawan, Al Salihi evidence
23 August 2023	Savy writes to Assets informing them of success in securing the project	Savy, Butt evidence
15 September 2023	Ocean Breeze International Limited incorporated (approximately three weeks after EOI close).	Al Salihi evidence
Oct-Nov 2023	Advance of c. US$5.75 million paid towards the runway extension at Assomption, c. one year before the sublease was signed.	Butt evidence
20 March 2024	Cabinet sanctions the Ocean Breeze sublease (40–50 Ha, 70 years, US$2/sqm, US$20M upfront) (C24/MEM/025).	Minutes C24/M05, 20 March 2024
24 April 2024	Cabinet approves extension of IDC's Assomption head lease to 99 years, effective 1 July 2024, to enable the 70-year sublease (C24/MEM/039).	Minutes C24/M07, 24 April 2024

7.6 Two temporal features are central. First, the EoI for Assomption opened in or about June 2023 and closed on 2/3 August 2023; the Assets Group lodged its expression on or about 31 July 2023; and was given approval in principle from IDC in late August 2023. The Cabinet decisions sanctioning and enabling the sublease followed in March and April 2024. The State Visit of June 2023 therefore fell during the currency of the EOI.

7.7 Secondly, and significantly, the evidence of Mr. Al Salihi establishes that IDC, through its then CEO Mr. Glenny Savy, was already in contact with the Assets Group about the draft sublease before the expression of interest had

closed. These two features bear directly on, but must be carefully distinguished from, the discrete question posed by this term of reference, which concerns the State Visit alone.

PART D. — THE STATE VISIT: HOW IT WAS ARRANGED

7.8 The documentary and oral evidence is consistent on the genesis of the visit. It was initiated by the Maldivian side. President Solih extended a written invitation dated 3 April 2023, reciprocating his own 2019 visit to Seychelles and following a meeting between the two Heads of State on the sidelines of the UN Conference on the Least Developed Countries in Doha. The dates were settled through ordinary diplomatic channels, Seychelles confirming 11-14 June 2023 by Note of 25 April 2023. President Ramkalawan emphasised in evidence that "the invitation came from the Maldivian President" and that there was "no mention" in it of any investor or of Mr. Al-Khayyat.

7.9 Mr. Sylvestre Radegonde, former Minister for Foreign Affairs described the visit as a genuine bilateral engagement and explained that, between two friendly small-island States, such a visit carries "no strings attached". He confirmed that the delegation was the conventional foreign-affairs, protocol and security complement, and that it contained no Lands Ministry or IDC personnel and no person connected with the Assomption project.

7.10 The Commission put to the President the perception that the visit was undertaken not to build relations with the Maldives but "precisely to meet the Al-Khayyats", and that it was significant that a State Visit was paid to a President (Mr. Solih) who was nearing the end of his term. The President rejected this in the strongest terms ("mon pa aksepte sa ditou" - I do not accept that at all), maintaining that he did not know Mr. Al-Khayyat, did not know that he would be staying in a hotel owned by Mr. Al-Khayyat, and was visiting the Maldives "on the invitation of the President of the Maldives". He pointed to the substantive bilateral outcomes, namely a visa-waiver agreement, an air-services agreement, a youth MoU, and a maritime-security protocol, as confirming the seriousness of the visit.

PART E. — THE MEETING WITH THE DEVELOPER DURING THE VISIT

7.11 Unlike the documentary record, the witness evidence establishes that the President did meet Mr. Ramez Al-Khayyat, the principal of the Assets Group, the entity that subsequently obtained the Assomption development, during the visit, and that the delegation was moved from its initial accommodation at Kurumba to the Waldorf Astoria on Ithaafushi, a resort owned by Mr. Al-Khayyat. The accounts of the witnesses converge, however, on the meeting having been incidental to the official programme rather than its concealed purpose.

The President's account

7.12 President Ramkalawan stated that he met Mr. Al-Khayyat "by accident". His evidence was that, on arrival at the island, there was a welcoming party at which he and the First Lady received bouquets and he shook hands with those present, and that it was only afterwards that he discovered that one of those persons was Mr. Al-Khayyat. Mr Al-Khayyat was a guest at the official luncheon hosted by President Solih, and during a guided tour of the resort, led by President Solih himself, Mr. Al-Khayyat mentioned that he knew Assomption and would like to undertake a development there. The President's evidence was that he told Mr. Al-Khayyat only that "there is an EoI, send your Expression and the IDC will consider it". He denied having had any separate meeting with Mr. Al-Khayyat and characterised the suggestion of a secret "vizit an riflan" (a furtive visit) as "totally… the politics that go into the Assembly".

The corroborating and qualifying evidence

7.13 Mr. Radegonde, who was present throughout, confirmed that the delegation "did meet certain people" who were "not on the official programme", which he "looked at… as more coincidental than anything". He recalled a man in a "burgundy tie" guiding the delegation through the Waldorf Astoria who he later understood had an interest in that hotel, but he testified that he did not know, at the time, that the hotel was owned by the Assets Group or that the same interests were behind the Assomption project; he learned this only on subsequent research. Significantly, Mr. Radegonde was categoric that the President did not visit any separate "Rosewood" hotel and that the delegation "were all together on one island", taking all meals together, such that any clandestine separate meeting would have required the President to have "tiptoed out".

7.14 This last point is reinforced by the evidence of the President's Personal Security Officer, Mr. Bristol, whose function placed him in continuous close attendance: he was, in his words, the person who took the President out of his room each morning and the last to return him to it at night, so that "everywhere he is, I will be there". Mr. Bristol testified that he could recall no meeting concerning the hotel in the Maldives, and that wherever the former President was supposed to be, the whole party was together with him. The protocol officers gave evidence to similar effect: Mr. Quatre stated that he was not aware of, and did not coordinate, any meeting with the Developer, and Mr. Berlouis, while confirming that Mr. Al-Khayyat conducted a tour of the Ithaafushi resort, did not speak to any separate commercial meeting and understood the change of accommodation to be "a courtesy of the Maldivian Government".

7.15 Mr. Al Salihi, for the investor, confirmed that one of the Al-Khayyat principals met President Ramkalawan during the June 2023 State Visit and escorted him on a tour of the Waldorf Astoria "just like with any VIP visiting the island", before leaving. He declined to characterise the encounter as "linking" the visit to the project, observing that the President "was visiting the Maldives… a state visit to the President of Maldives" and that such a visit "will be coordinated some good time ahead". The Commission notes the inherent caution to be exercised with the evidence of a witness for the investor, but records that, on this point, his account is consistent with that of the official witnesses.

7.16 The Commission also notes the existence of the change of accommodation as a matter calling for scrutiny. The original Programme provided for the delegation to remain at Kurumba throughout. The evidence of Mr. Quatre and Mr. Berlouis is that the move to the Al-Khayyat-owned Waldorf Astoria, and the later move to a private island resort when the visit was extended, were decided in the Maldives during the visit (Mr. Quatre putting the receipt of the new itinerary at the afternoon of 13 June) and were presented as Maldivian Government hospitality. No witness was able to identify who, on the Maldivian or investor side, procured the change, and no official record or explanation for either the change of accommodation or the extension of the visit was placed before the Commission. The Commission has weighed whether the routing of a visiting Head of State into the Developers' flagship hotel was contrived; but it has found no evidence that the change originated with, or was solicited by, the Seychelles side, and the uncontradicted evidence is that the Seychelles delegation played no part in arranging its own accommodation.

The photographic record

7.17 The oral accounts summarised above are corroborated by a series of contemporaneous photographs placed before the Commission, several of which were published at the time (including on the social-media account of Mr. Al-Khayyat and in the local press). The genuineness of the photographs is not in dispute: the President himself referred the Commission to the images as published in the "People" newspaper and in the newspaper of Mr. Ralph Volcere, The Independent, and did not deny that they were genuine. The Commission has examined these images. They are of evidential value because they establish, independently of the recollection of any witness, both the fact of the meeting and its character. The photographs show, consistently, that Mr. Al-Khayyat was present in the company of both Heads of State, and that the engagement took the form of a hosted reception and guided tour rather than a private bilateral commercial meeting.

7.18 The photographs depict, among other scenes: Mr. Al-Khayyat (identifiable by a burgundy tie) standing in the receiving party as President Ramkalawan and the First Lady arrive by vessel and are presented with a bouquet; Mr. Al-Khayyat greeting President Ramkalawan on a jetty, in the presence of the First Lady and Mr. Radegonde; Mr. Al-Khayyat in conversation with President Ramkalawan and President Solih during a walking tour of the resort; the two Heads of State standing for the national anthems at the official luncheon, beneath the flags of Seychelles and the Maldives, at the Al-Khayyat-owned venue; and Mr. Al-Khayyat gesturing in explanation as he leads the two Presidents and the delegation along a path on the island. Two representative images are reproduced below.



Figure 1 — President Ramkalawan (centre-right) and President Solih (centre-left) being conducted along a path on Ithaafushi by Mr. Ramez Al-Khayyat (right, gesturing), Waldorf Astoria, Maldives, June 2023.



Figure 2 — Mr. Al-Khayyat greeting President Ramkalawan on arrival, in the presence of the First Lady (right) June 2023.

7.19 The Commission draws two conclusions from the photographic record. First, it puts beyond doubt, and the Commission so finds, that the President met Mr. Al-Khayyat during the visit and was received and toured by him at his resort. To the extent that any witness sought to minimise the contact, the photographs confirm that it was direct, cordial and repeated across the official occasions. Secondly, however, the photographs are equally consistent with the innocent explanation advanced by the official witnesses: in every image the encounter is a public, ceremonial one, conducted in the presence of President Solih, the First Lady, the Foreign Minister, protocol staff and security, and frequently before official photographers. The photographs do not depict, and the Commission has no evidence of, any private or unphotographed meeting at which the Assomption project might have been negotiated. The visual record, therefore, confirms the fact of the meeting while tending, if anything, to support its characterisation as incidental to the official hospitality rather than as the clandestine purpose of the visit.

7.20 The Commission nonetheless regards it as unsatisfactory, and as a proper subject of criticism, that a visiting Head of State should have been accommodated in, and personally hosted by the owner of, the flagship property of a commercial group then known to be interested in a major Seychelles development, in the absence of any official record explaining how that accommodation came to be arranged or why the visit was extended.

Whatever the innocence of the encounter itself, the circumstances were such as to create an evident appearance of impropriety, which proper record-keeping and a degree of circumspection on the part of those advising The evidence of Mr. Savy: the meeting was anticipated, and IDC was excluded

7.21 The evidence of Mr. Glenny Savy, the then CEO of IDC casts the meeting in a materially different light and must be weighed against the innocent characterisation that the official witnesses advanced. Mr. Savy's evidence was that, some one to two months before the visit, he had informed the President and the Vice-President of the Developers' interest in Assomption and had obtained their "green light" to pursue it, having identified the investor to them by name. He testified that the President then told him, in advance of the visit, "I am going to the Maldives and I am going to be seeing them there". On this evidence the meeting with the Developer was not, as the President suggested, an accidental encounter discovered only after the event, but a contact of which the President had advance knowledge and which he expected to take place. The Commission records, however, that Mr. Savy gave this evidence as to what the President had told him; it does not displace the consistent evidence of those who were physically present in the Maldives that no separate or clandestine commercial meeting took place, and it bears on the President's state of mind and expectation rather than on the form the encounter ultimately took.

7.22 Mr. Savy attached particular significance to the fact that he was not invited to attend. His evidence was that in every other project in his long tenure where a Head of State was to have a discussion with a prospective developer, he, as CEO of the body whose island and asset were in issue, had always been invited to be present; he described this as the "normal" course. The Maldives meeting was, on his account, the first occasion concerning an IDC development on which the President met a developer without him being present. Mr. Savy drew an adverse inference from his exclusion: he told the Commission that, while he could have accepted an ordinary courtesy meeting at which a developer wished to "showcase" his property, "what we found out thereafter… shows you that it was not… correct", and that if the engagement had been proper, IDC "should have been invited to come to the table and have an open discussion".

7.23 The Commission regards this evidence as significant in two respects. First, the deliberate exclusion of the IDC, the statutory custodian of the island and the body charged with running the expression-of-interest process, from a meeting between the Head of State and the very investor then bidding for the development was a marked departure from the established practice, and one for which no innocent explanation was offered to the Commission. Secondly, it reinforces the Commission's concern, expressed elsewhere in this Report, that the conduct of the Assomption transaction was

characterised by the displacement of the IDC and its CEO from decisions that properly fell to them. At the same time, the Commission notes that Mr. Savy's exclusion concerned the conduct of the President and those advising him rather than the genesis of the State Visit itself, and that Mr. Savy was not present in the Maldives and could give no direct evidence of what passed there.

PART F. — THE INVESTOR'S PARALLEL DEALINGS AND THE EXPRESSION OF INTEREST

7.24 The witness evidence discloses a parallel track of dealings between the investor and IDC that is, on analysis, more probative of the impropriety alleged in the wider inquiry than anything occurring on the State Visit, but which is largely independent of it.

7.25 Mr. Al Salihi's evidence was that Assets Group representatives had already visited Coetivy and Assomption on 28- 29 April 2023 some six weeks before the State Visit, and were met and escorted on that occasion by Mr. Glenny Savy, the CEO of IDC. He further confirmed an email from Mr. Savy to him dated 6 June 2023, before the expression of interest had closed, enclosing the EOI documents, indicating that the submission could be discussed "when we meet", and stating that Mr. Savy would travel to Qatar on 16 June to meet the investor.

7.26 Mr. Butt, the former Group CEO, confirmed that the Assets Group responded to the published EOI and was informed at the end of the process that it was the successful candidate. He also confirmed that an advance of approximately US$5.75 million was paid towards the runway extension in or about October–November 2023 roughly a year before the sublease was signed, explaining the early commitment as consistent with his organisation's practice of acting concurrently to "shrink the time frame", rather than as evidence of any prior guarantee. He denied that the Assets Group had received any assurance that the project would be approved, observing that if such assurances had been given "they did a terrible job" given that the project was, by the time of his evidence, stalled by stop notices.

7.27 This body of evidence indicates that the investor was identified, and was in substantive contact with IDC about the terms of the sublease, before the EOI had run its course. To the extent that this suggests that the EOI may have been a formality rather than a genuine competition, it is a matter of the gravest concern. But the conduct it implicates is that of the IDC and its then CEO, and of the procurement process, rather than the State Visit. The President's own evidence was that he was informed by Mr. Savy in the first part of 2023 that there was interest in Coetivy and Assomption, that

oversight of IDC lay with the Vice-President (Mr. Afif) and not with himself, and that his consistent position was that any interest had to be processed "properly" through the expression of interest.

PART G. — THE COMPETING HYPOTHESES RE-EXAMINED ON THE WHOLE OF THE EVIDENCE

The case for contrivance and connivance

7.28 The case that the visit was contrived would now rest principally on the following: that the visit fell squarely within the expression-of-interest window; that the delegation was moved, contrary to the Programme, into the Developer's own flagship hotel, where the President met and was personally toured by the Developer; that the Developer was already in pre-close contact with IDC about the draft sublease; that the timing of a State Visit to an outgoing President invites the inference that its real object lay elsewhere; and that the subsequent procurement and governance irregularities at IDC are consistent with a pre-arranged outcome of which the meeting was a part. To these is added the evidence of Mr. Savy, which strengthens the case in two further respects: that the President had advance knowledge of the meeting and told the CEO of IDC that he would be meeting the investor in the Maldives, so that the encounter cannot be dismissed as wholly fortuitous; and that the President met the Developers without the CEO of IDC present, in marked and (on Mr. Savy's evidence) unprecedented departure from the practice on every other IDC development, an exclusion for which no innocent explanation was offered.

The case against contrivance

7.29 The case against contrivance rests on the following, which the Commission regards as carrying considerable weight: that the visit was initiated by the Maldivian side by a written invitation predating the EOI and grounded in an established bilateral relationship; that its destination was the Maldives and its programme and outcomes were demonstrably and substantively bilateral; that the delegation contained no Lands, IDC or project personnel; that the meeting with the Developer is described by every witness who spoke to it, including the investor's own representatives, as incidental to a guided tour, with the Developer present as a guest of the Maldivian President; that the accommodation change was decided in-country and presented as Maldivian hospitality, with no evidence of Seychellois solicitation; that the President's Personal Security Officer, who was in continuous attendance, recalled no commercial meeting; and that the conduct truly probative of impropriety , the pre-close contact over the draft sublease, was that of IDC, exercised through a channel (Mr. Savy) and under an oversight (the Vice-President) that did not run through the State Visit at all.

PART H.— FINDINGS

7.30 Having weighed the documentary and oral evidence, the Commission makes the following findings on this term of reference.

i. It is established by the contemporaneous photographic record, as well as by the oral evidence (including that of the President himself), and the Commission finds, that during the State Visit President Ramkalawan met Mr. Ramez Al-Khayyat, the principal of the entity that subsequently obtained the Assomption development, was received and personally toured by him, and was accommodated, contrary to the original Programme, at a resort owned by him.
The Commission finds that the State Visit was genuinely initiated by the Government of the Maldives, by written invitation of 3 April 2023, as the reciprocal leg of an established bilateral relationship, and that it produced bilateral outcomes. The Commission does not find that the visit was contrived or engineered by the Seychelles Executive as a pretext to meet the investor.

ii. On the whole of the evidence, the Commission finds that the meeting between the President and Mr. Al-Khayyat was incidental to the official programme rather than its concealed purpose. The consistent and substantially uncontradicted oral evidence of the President, the Foreign Minister, the protocol officers, the Personal Security Officer and the investor's own representatives is that the encounter took place in the course of official hospitality and a guided tour at which the Developers was present as a guest of the Maldivian President, and that there was no separate or clandestine commercial meeting. The photographic record corroborates this: it depicts the contact as public and ceremonial, conducted throughout in the presence of President Solih, the First Lady, officials, protocol staff and security, and discloses no private meeting. The Commission qualifies this finding in one respect. The evidence of Mr. Savy, which the Commission accepts, establishes that the President had advance knowledge that the Developers would be present and told the CEO of IDC before the visit that he would be meeting the investor in the Maldives. To that extent the President's own account of an encounter discovered only "by accident" cannot be accepted in full: the meeting was anticipated. The Commission finds, however, that the President's foreknowledge that he would meet the Developer does not, on the whole of the evidence, convert a public and ceremonial encounter into a clandestine commercial negotiation, of which there remains no evidence.

iii. The Commission is unable to find that the change of accommodation into the Developers' hotel, or the extension of the visit, was procured by

or at the instance of the Seychelles side. The evidence is that both were decided in the Maldives and presented as Maldivian Government hospitality. The Commission records, however, that the complete absence of any documentary record of, or stated official reason for, either the change of accommodation or the extension is unsatisfactory; that it reflects the wider deficiency in record-keeping for the President's overseas travel addressed elsewhere in this Report; and that the accommodation of the Head of State in the Developers' own property created a clear appearance of impropriety that ought to have been foreseen and avoided.

iv. The Commission further finds, on the evidence of Mr. Savy, that the President met the Developer during the visit without the CEO of IDC being present, and that this was, in Mr. Savy's evidence, the first occasion concerning an IDC development on which a Head of State met a Developer in his absence, contrary to the established practice on every other such project. The Commission accepts that evidence and regards the exclusion of the IDC, the statutory custodian of Assomption and the body then conducting the expression-of-interest process, from a meeting between the Head of State and the very investor bidding for the development as a serious irregularity, for which no innocent explanation was placed before the Commission. While this finding bears on the propriety of the President's conduct and that of those advising him, and not on the genesis of the State Visit, it forms part of the wider pattern, addressed elsewhere in this Report, by which the IDC and its CEO were displaced from decisions properly belonging to them in relation to the Assomption transaction.

v. The Commission finds that what the President said to the Developers, namely that an expression of interest was open and that the Developer should submit to it, did not amount to the giving of any assurance or preference, and is consistent with the ordinary function of a Head of State in attracting investment. This finding is supported by the investor's own evidence that no assurance of approval was given.

vi. The Commission finds that the evidence truly probative of impropriety in the award, namely the investor's pre-close visits and the IDC's correspondence over the draft sublease before the expression of interest had closed, implicates the conduct of the IDC and its then CEO and the integrity of the procurement process, and is the subject of findings elsewhere in this Report. That conduct was not shown to have been transacted through, or to have depended upon, the State Visit

7.31 Accordingly, while the Commission has found a factual connection between the State Visit and the investor, in that the President met the Developer during the visit, it does not find that the visit was contrived for that purpose, nor that the meeting was the vehicle of any improper connivance to secure the project for the investor. The proper focus of any finding of impropriety in the grant of the sublease lies not in the events of the Maldives visit but in the conduct of the expression-of-interest process and of the IDC, as addressed in the related Chapters of this Report.

7.32 The Commission reaches these findings conscious that the coincidence of the visit, the accommodation and the meeting gave rise to a legitimate public perception of impropriety, and that the absence of proper records did nothing to dispel it. That the allegation is not, on the evidence, made out should not obscure the Commission's broader concern, expressed throughout this Report, at the opacity with which both the President's travel and the Assomption transaction were conducted.

7.33 By letter dated 26 June 2026, the Developers responded to potential adverse findings arising out of the visit to the Maldives. The Developers noted that the President's visit formed part of an official State Visit undertaken at the invitation of the President of the Maldives. It noted that the arrangements were made by the President of the Maldives and his office "as part of the customary hospitality extended in connection with the State Visit, and was neither requested by, nor initiated at the request of, the Developer." The Developer's denial that it sought the meeting in the Maldives, does not dispel the appearance of impropriety of the President's stay at the hotel nor the significant personal benefit that the President and his entourage enjoyed by staying at the Waldorf Astoria, Ithaafushi. The Commission accepts that the meeting may not have been arranged at the Developer's instance, however, it maintains that the Presidential entourage's stay at the Developer-owned resort during the EoI in which the Developer would participate is a benefit the character of which is not displaced by the label of customary hospitality.

CHAPTER VIII: TRANSPARENCY, LEGALITY, AND FINANCIAL PROBITY

PART I — INTRODUCTION

8.1 This Chapter addresses the limb of the Commission's ToR concerned with the transparency, legality and financial probity of the Assomption transaction and of the developments to which it gave rise. The Commission was directed to inquire into and report upon the following matters:

i. Whether the procedures for granting the Sublease and related planning permissions were followed lawfully, fairly, and transparently. This includes, but is not limited to, the granting of gainful occupational permits to non-Seychellois employees of OBIL or its associates.

ii. Having regard to all of the circumstances which led to the entering into of the Sublease, including any commercial negotiations between the respective parties, to examine the commercial rationale for the Sublease and assess whether the agreed rent represents fair market value; and to determine whether the terms secured are commercially prudent and serve the best financial interests of the Republic of Seychelles.

iii. To establish whether there were any undue payments, bribes, kickbacks, or other illicit benefits effected to anyone in connection with the granting or entering into of the Sublease or in relation to the developments.

iv. If any such undue payments, bribes, kickbacks, or other illicit benefits are found to have been made, to establish the source, destination, and routing of such payments, and to identify the individuals and entities who have solicited, received, or benefited from them.

8.2 This Chapter is, by its nature, a synthesising one. The matters it addresses have been the subject of detailed evidence and findings in the preceding Chapters: the origin and execution of the Sublease in Chapter II; the planning and ancillary permissions in Chapter III; the employment of non-Seychellois workers, including the Gainful Occupation Permits ("GOPs"), in Chapter IV; the environmental and ecological impact, and the conduct surrounding the environmental authorisations, in Chapter V; the international flights in Chapter VI; and the State Visit to the Maldives in Chapter VII. The Commission does not, in this Chapter, re-open the evidence summarised in those Chapters. It draws the relevant findings together, and assesses them against the four questions of transparency, legality and financial probity set out above. Where, in the course of those earlier Chapters, the Commission expressly reserved a matter for determination here - in particular the legality, propriety and ethical character of the Developer's funding of the heritage-collection purchase, of the further London meeting, and of the funding of the Linyon Demokratik Seselwa event, all reserved in Chapter V - the Commission now makes its findings.

8.3 The findings in this Chapter are made on the balance of probabilities. The Commission has borne in mind that a finding of corruption, or of the solicitation or receipt of an illicit benefit, against any named person is among the gravest a Commission of this kind can make, and that, although the standard of proof remains the civil standard, the cogency of the evidence required answers to the seriousness of what is alleged. The Commission has been careful to distinguish between conduct which is corrupt in the sense of involving a bribe, kickback or other illicit pecuniary benefit, and conduct which, though it offends against the standards of transparency, independence or propriety properly to be expected of those holding public office, is not corrupt in that sense. The two are not the same, and the Commission has not allowed a finding of the latter to harden, by elision, into a finding of the former.

8.4 The Commission records, at the outset, a distinction that runs throughout this Chapter. A recurring feature of the evidence was the displacement of independent institutional judgment by the will of the Executive, exercised at the highest level. That displacement was real, and the Commission has so found in the preceding Chapters and finds again here. But the Commission has found no evidence that the displacement was procured by, or accompanied by, the payment of money to those who yielded to it. The influence which the Commission has found established was, on the evidence, executive and political in character, and not pecuniary. That conclusion does not diminish the seriousness of the conduct; it defines it.

PART II — WHETHER THE PROCEDURES WERE FOLLOWED LAWFULLY, FAIRLY AND TRANSPARENTLY

8.5 The first limb of this Chapter's ToR asks whether the procedures for granting the Sublease and the related planning permissions, including the GOPs granted to the non-Seychellois employees of the Developer interests, were followed lawfully, fairly and transparently. The Commission addresses in turn the Sublease and its antecedents (Section A), the planning and ancillary permissions (Section B), and the Gainful Occupation Permits (Section C), the conflicts of interest affecting the procurement and contracting of the works (Section D), before stating its consolidated finding on this limb (Section E).

A. The Sublease and its antecedents

8.6 The Commission found in Chapter II that the EoI process conducted by IDC between 3 June and 3 August 2023 was competitive in form but not in substance. The opportunity was advertised in a single local newspaper on two consecutive days; only one substantive response was received; draft leases were exchanged with the eventual sublessee during the currency of the EoI; and the principal of the Developer met the then President at the Waldorf Astoria Ithaafushi during the same period, in circumstances examined in Chapter VII.

The Commission found that the process did not satisfy the substantive purpose of testing the market for an Assomption development opportunity.

8.7 The Commission is cautious, however, to limit that finding to its proper scope. In Chapter VII, the Commission determined that the State Visit to the Maldives was genuinely initiated by the Government of the Maldives and was not devised as a pretext to meet the investor. Additionally, the meeting between the President and Mr. Ramez Al-Khayyat, although anticipated and accompanied by an evident appearance of impropriety, was incidental to the official programme rather than a means for a clandestine commercial negotiation. The unfairness of the EoI did not lie in the Maldives encounter but in the conduct of IDC and those advising the Executive in pre-positioning a single favoured party while the process remained ostensibly open. This constitutes a failure of transparency and fair dealing in the procurement of a seventy-year lease of State land; based on the evidence, it is not, however, a corrupt failure.

8.8 As to the legality of the instruments themselves, the Commission found in Chapter II that: the sanction granted under IPTRA (IPTR/2233 of 27 March 2024) was incompetent at the date of its issue, IDC then holding less time remaining on the headlease than it was purporting to sublease, but that the defect was cured in substance by the subsequent execution of the second Headlease of 5 July 2024 and the Republic's endorsement of the Sublease of 18 September 2024. Moreover, the demised area was left indeterminate, contrary to Article 1127 of the Civil Code and to the requirements of the Mortgage and Registration Act and the State Land and River Reserves Act rendering it voidable. It was also found that the USD 20 million prepayment was in law a capital premium and not rent paid in advance, with consequences for the sanction fee, stamp duty and currency-conversion conditions; and that the subsequent alienation rights purportedly conferred by clauses 13 and 14 of the Sublease are potentially ultra vires clause 2(10) of the Headlease. These are defects of legality and of legal craftsmanship.

8.9 The Commission further found in Chapter II that two public officers breached duties owed to the Republic in the execution of the Sublease: Mr. Denis Barbé, Principal Secretary for Lands, in endorsing on behalf of the Republic an instrument the extent of whose subject-matter he had not ascertained and in failing to ensure the survey, beaconing and annexation of a plan; and Mr. Patrick Lablache, in occupying simultaneously the incompatible roles of Government valuer, member of the IDC Board and member of the Planning Authority, while producing no independent valuation on which the Republic and IDC nonetheless relied. The Commission, however, does not refer either officer for disciplinary or other proceedings. It did not find that either officer acted in bad faith or for gain, and it makes no such finding here. It prefers, in each case, to record the breach and to counsel its avoidance for the future. As to Mr. Barbé, the Commission would have him emboldened by the responsibilities

of his office to resist the pressure of the Executive and to decline to pass to others a duty that is his alone to discharge; the endorsement, on behalf of the Republic, of an instrument the extent of whose subject-matter he had not ascertained is the very abdication of independent judgment that the office exists to resist. As to Mr. Lablache, the Commission considers that he should recuse himself from any decision in which his concurrent roles place him in conflict, and that, where such conflicts arise with any frequency, he should relinquish one or more of those roles rather than continue to hold offices that cannot honestly be reconciled. The conflict in which Mr. Lablache was placed is, however, of direct relevance to the second limb of this Chapter, since it left the central commercial term of the transaction, namely the rent and the premium, without any independent valuation at all.

B. The planning and ancillary permissions

8.10 In Chapter III the Commission found that the planning and ancillary permissions for the Assomption development were processed in a manner formally consistent with the Physical Planning Act 2021 and the Removal of Sand and Gravel Act but were repeatedly compromised in substance. The runway extension was classified as a Class 2 (in-house) assessment, even though the construction or substantial extension of an airfield is a prescribed Class 1 activity, with the consequence that the assessment proceeded without public scoping, without publication of a draft, and without the scrutiny a Class 1 classification would have required. The antecedent biodiversity assessment required by condition 1 of Environmental Authorisation EA/1952/23 was never produced, yet construction of the runway proceeded to substantial completion, in breach of an express condition precedent. The Department of Environment refused, in March 2024, to disclose the Class 2 authorisation to the ICS on the footing that it was a "third party", a refusal the Commission found had no proper foundation in law and which contributed materially to the opacity in which the project proceeded.

8.11 The Commission found, further, that the NOA of 3 September 2024 was procured by the personal intervention of the then President: that the meeting convened at State House on 27 August 2024, attended by Ministers, IDC, the Planning Authority and the Department of Environment at the precise juncture when the Department was lawfully withholding its authorisation on technical grounds, was understood by those present as creating an expectation of expedition, and that the Notice issued within days. That findings, made in Chapters II, III and V alike, are findings of improper executive interference with an independent regulatory function. It is not a finding that the Notice was procured by payment. The Commission has found no evidence of any payment associated with the issue of the NOA.

8.12 As to the sand-extraction permit of 31 October 2024 and its variation of 12 December 2024, the Commission found in Chapter III that the statutory sequence prescribed by the Removal of Sand and Gravel Act was inverted: that the Sand and Gravel Controller, in whom an absolute discretion is vested and from whom the Minister is expressly precluded from receiving direction, circulated a draft permit for ministerial vetting before issue; that the variation removing the designated-extraction-zone safeguard and authorising dune extraction was made without any application by IDC, without biodiversity assessment, and without lawful regulatory basis; and that sand was thereafter extracted from the dunes for construction purposes for which no licence was ever sought. These are failures of legality and of regulatory independence, driven, on the evidence, by the operational urgency of the FIFA Beach Soccer World Cup and by inter-ministerial pressure. The Commission found no corrupt payment associated with the permit or its variation.

C. The Gainful Occupation Permits granted to non-Seychellois employees

8.13 The ToR direct the Commission to the granting of GOPs to the non-Seychellois employees of OBIL or its associates. In Chapter IV the Commission found that the lawful two-stage process, that is, approval of the post by the Ministry of Employment and Human Resource Planning, followed by issue of the permit by the Department of Immigration and Civil Status, was, in its outward form, observed in respect of the greater part of the IDC workforce, but that it was attended by a number of material irregularities. The Commission summarises those of present relevance.

8.14 First, the issue of the permits was expedited. The Ministry divided its June 2025 approval so that a "critical list" of 123 posts was approved in advance of the principal certificate; of the 1,195 permits in the Immigration register, some 510, about 42.7 per cent of the whole issued in June and July 2025 alone. These were granted following the President's intervention after a month in which no permit issued at all. The Commission found that this concentrated expedition was procured by the personal intervention of the then President: that, the minutes of the IDC/UCC meeting of 17 June 2025 recording his promise to expedite the permits having been put to him, he accepted that he "saw it as a necessity" to expedite the GOPs and would speak to the relevant Minister; and that the Principal Secretary for Immigration confirmed that the pressure originated at State House and was conveyed through IDC, the issuing authorities acting upon that understanding. The Commission found that, although the intervention was directed to securing workers within a quota already approved, executive intervention in the decisions of authorities required to act on their own judgment is objectionable in itself. It is a finding of executive interference. The Commission expressly found no corrupt payment associated with the GOPs,

and recorded the Developer's denial, through Mr. Butt, that any money had been paid or any palm greased to secure the project.

8.15 Secondly, the workforce of the Developer's construction and finishing entity, UCC Sey, was routed through IDC. Workers, in fact, engaged by, and working for, UCC Sey were admitted under permits approved for, and recorded against, IDC alone, with the consequence that the Ministry of Employment was unaware that a second and separate workforce existed at all. The Commission found this arrangement irregular: UCC Sey was a registered Seychelles company and should have applied in its own name. The application by IDC of its operation concealed the identity of the true employer from the authority charged with approving it. The Commission found, additionally, that a post of Senior Construction Manager was approved without advertisement; that the monitoring condition attached to each approval (a joint inspection of accommodation and welfare within four months) was imposed but never enforced; and that workers approved for the Assomption project were removed to other IDC operations (GICC) without notice to or variation by the Ministry. Moreover, persons with GICC GOPs were found to be working for IDC on Assomption. The Commission found these to be breaches of the terms on which the posts had been approved, and failures of a system in which the employment-and-immigration regime was never reconciled with the cap on worker numbers imposed under the NOA.

8.16 The Commission accordingly finds, on this limb, that the GOPs granted to the non-Seychellois employees of the Developer interests were granted neither wholly lawfully nor wholly transparently: the June 2025 tranche was expedited under executive direction; a post was approved without the advertisement the law requires; the true employer of part of the workforce was concealed from the approving Ministry; and the welfare-monitoring condition was not enforced. The Commission repeats, however, that it found no corrupt payment in connection with the GOPs, and that, save for the executive intervention, it made no finding of bad faith against any official.

D. Conflicts of interest affecting the procurement and contracting of the works

8.17 A matter not separately addressed in the preceding Chapters but bearing directly upon whether the procedures examined under this limb were followed fairly and transparently, is the conflict of interest that attended the conduct of the transaction by the former Chief Executive of IDC, Mr. Glenny Savy. The Commission received on this question the report of its forensic accounting expert, Mr. Allan Greyling, a chartered accountant of long standing,[219]

[219] Allan Greyling is a chartered accountant registered with the South African Institute of Chartered Accountants and is a director of Interactive Risk Management (Pty) Ltd, which formerly was registered as Accountants @ Law (Proprietary) Limited, a company specialising in forensic accounting. Confidential report, 31 March 2026 *(withheld from publication; copy retained by the Commissioner).*

instructed to examine the governance of, and the conflicts of interest arising in, the Sublease and the developments to which it gave rise. The Commission adopts, with the qualifications stated below, the substance of his analysis.

8.18 Mr. Savy was Chief Executive of IDC for some forty-three years, until his departure in late 2024, during which period, on the evidence before the Commission, members of his family held interests in entities that were recurrent suppliers to IDC and that came to be engaged upon the Assomption developments. His son, Mr. Michel Savy, is a principal of ATOM Engineering, the firm to which the civil engineering of the runway extension was, in part, subcontracted. His stepson, Mr. Stephan Dupouy, holds controlling interests in Pestea, the entity engaged for environmental and pest-control services on the islands. The H. Savy Insurance Company, an insurer which is also closely related to Mr. Savy, was nominated under the civil construction agreement to front the insurance cover for the works.

8.19 The routing of these engagements was not incidental. On the evidence of the Developers,[220] it was IDC that recommended ATOM Engineering as the civil engineers and that directed the Developer to Wastea and Pestea, IDC having itself obtained the quotations. The application to widen and lengthen the Assomption airstrip was submitted in the name of ATOM Engineering on 18 October 2023, nearly a year before the Sublease was executed, and ATOM was rendering invoices for runway works before the Sublease was signed. The Commission has found in Chapter II, and in Section A above, that the transaction was settled in substance before the instruments were drawn; the engagement of the Chief Executive's family interests upon the works, in advance of and independently of any competitive process, is of a piece with that pre-positioning, and compounded the want of transparency the Commission has found.

8.20 The Commission has been shown no disclosure by Mr. Savy, to the Board of IDC or to any other body, including the Developers, of the interests his family held in the entities so engaged, and no record of any recusal, or of any process by which the resulting conflicts were declared and managed. The Public Officer's Ethics Act 2008 requires a public officer to avoid being placed in a position in which personal interest conflicts with official duty, and to disclose in writing any direct or indirect interest; the guidance of the Anti-Corruption Commission on the management of conflicts of interest,[221] and the obligations the Republic

[220] Evidence of Mssrs Raihan and Hilal at 1:11:05 of virtual hearing of 12 January 2026 at 2 p.m.
[221] Anti-Corruption Commission of Seychelles, 'Managing Conflcits of Interest Handbook,'April 2019 : https://www.accsey.com/filing/Publications&Resources/ACCSManagingConflictofInterestMarch2019.pdf

has assumed under the United Nations Convention against Corruption[222] are to the same effect.

8.21 The Commission has weighed, in fairness, the matters urged in mitigation. IDC's evidence was that the family entities were longstanding and competent suppliers whose engagement had been informally accepted over many years, and that in a jurisdiction as small as Seychelles, the pool of qualified contractors is narrow, so that some overlap between official and commercial relationships is difficult to avoid. The Commission accepts that the small scale of the Seychelles economy genuinely constrains the avoidance of conflicts. But informal acceptance is not management, and the narrowness of the supplier pool heightens, rather than relaxes, the duty of disclosure and of arm's-length dealing.

8.22 Whether the engagement of the Savy family interests yielded any improper benefit to Mr. Savy or his family, beyond the contracts and fees themselves, is a question the Commission addresses, so far as the evidence permits, in Part IV below.

PART III — COMMERCIAL RATIONALE, FAIR MARKET VALUE, AND THE BEST FINANCIAL INTERESTS OF THE REPUBLIC

8.23 The second limb directs the Commission to examine, having regard to all the circumstances which led to the entering into of the Sublease and to the commercial negotiations between the parties, the commercial rationale for the Sublease, to assess whether the agreed rent represents fair market value, and to determine whether the terms secured are commercially prudent and serve the best financial interests of the Republic. The Commission addresses the commercial rationale (Section A), the question of fair market value and the absence of any independent valuation (Section B), the character and fiscal consequences of the USD 20 million prepayment (Section C), the civil contract and its contingent exposures (Section D), the unwritten and in-kind elements of the consideration (Section E), the discrepancy between the represented and the contracted project value (Section F), the runway-extension contract and the advance payments to IDC (Section G), the disparity between the payments made under the civil contract and the value of the work certified (Section H), and the transaction's compliance with the Public Finance Management Act (Section I).

A. The commercial rationale for the Sublease

8.24 The case made for the Sublease, on the evidence of Mr. Glenny Savy and the Developer's witnesses, was straightforward. A wealthy investor would build a

[222] Seychelles signed the United Nations Convention against Corruption (UNCAC) on 27 February 2004 and ratified it on 16 March 2006. It has also ratified the African Union Convention on Preventing and Combating Corruption (2021) and the SADC Protocol Against Corruption (2021).

high-end resort on Assomption. This would earn service-fee income for IDC, create jobs for Seychellois, and leave behind infrastructure of lasting value to the Republic. The project was said to fit IDC's successive five-year development plans, which had set Assomption aside for a small ecotourism establishment, and to fit the 2020 policy of the National Assembly Islands Committee that the island should serve a tourism role and act as a stepping-stone to Aldabra. The project therefore had a settled policy background.[223]

8.25 Two features of that rationale, however, call for closer examination. First, the picture of how the resort would in fact have operated rests very largely on Mr. Savy's own evidence, much of it offered as candid aside rather than as documented fact, and uncorroborated by any other witness. On his account the development would not have operated as a hotel in any ordinary commercial sense: it would run at only some 10 to 15 per cent occupancy, largely as the private retreat of the Ruler of Qatar and his family, at notional rates of USD 6,000 to 8,000 a night sufficient only to meet running costs, with certain villas reserved in practice for the Emir and other Qatari elite; and the original proposal, he said, had been for a palace, which he refused, requiring a fully-fledged hotel instead.[224] Set against that, however, is the evidence of Mr. Abid Butt, then Group Chief Executive of the Developer and a hotelier of long international experience, that a feasibility study had been commissioned from HVS of Dubai[225] when the project was brought together with its operator; and the operator engaged was Rosewood, an established international brand. On the ordinary commercial logic of such arrangements, Rosewood would not have undertaken the management of a resort it did not expect to operate profitably. The Commission does not, on Mr. Savy's evidence alone, find that the development was no more than a palace in the form of a hotel. The point that can safely be made is the narrower, and more telling, one: that whatever commercial assessment was made was made by and for the Developer and its operator, and that no independent appraisal of the project's commercial logic was carried out on the side of IDC or the Government. Secondly, as Chapter V found, the scale and siting of the development rested on no proper pre-development ecological baseline and went ahead in repeated breach of the environmental commitments on which approval had been given.

8.26 A further and striking feature is this: no government officer or employee sought to stop, or even seriously to question, the project; all of them set about justifying it. No analysis was carried out of the cost and risk to the Republic if the Developers were to walk away at any point over the next 70 years. Nor was there any proper testing of the costs and obligations that the Sublease placed on the

[223] *Interim Report of the Islands Committee of the National Assembly* <https://www.nationalassembly.sc/sites/default/files/2022-03/Interim%20Report%20of%20the%20Islands%20Committee%20of%20the%20National%20Assembly.pdf> accessed 7 June 2026.
[224] Mr. Glenny Savy's testimony, in camera sitting of 17 March 2026, 110-114.
[225] Abid Butt's testimony, virtual hearing of 16 March 2026, 9.

Government and IDC, which were onerous. The Commission has kept all of these matters in mind in deciding whether the terms secured were commercially prudent and served the best financial interests of the Republic.

B. Fair market value and the absence of an independent valuation

There was no valuation at the time of the transaction

8.27 The agreed rent was USD 2 per square metre a year. On the evidence, that figure came out of a Board discussion at IDC.[226] Mr. Savy benchmarked it against the most recent earlier IDC sublease (Platte, at USD 1.50 per square metre) and against the Government's own commercial leasing on Mahé (said to be of the order of SCR 25 to 30 per square metre). Mr. Barbé, who signed for the Republic, left the rent basis entirely to Mr. Patrick Lablache. On the Developer's side, Mr. Butt accepted that neither the USD 20 million prepayment nor the USD 2 rent had been independently valued; the only study was an HVS Dubai feasibility study, and that looked only at the operator's side. Mr. Al Salihi deferred to Mr. Butt and to the Developer's own due diligence, and could produce no valuation.

8.28 The very person on whom both IDC and the Republic relied for valuation expertise, Mr. Lablache, produced none when it mattered, and would have do so while holding the conflicting roles found in Chapter II. Mr. Savy's benchmarking had some force as a rough comparison against other IDC and Government leases, but it compared headline rates only. It was not a valuation of this particular asset in terms of its uniqueness, its closeness to a World Heritage Site, the scale of development permitted, and the capital premium in fact paid.

8.29 The Commission records, in fairness to Mr. Savy, that the rate of USD 2 per square metre was, on the comparators in evidence, higher than the Platte rate and than the Government's industrial-lease comparables, and that he invited the Commission to identify any Government sublease bettering IDC's terms. The Commission accepts that the headline rate was not, on its face, an undervalue by reference to those comparators. The deficiency the Commission identifies is not that the rate was demonstrably too low, but that whether it represented fair market value for this asset was never tested by a valuation, and that the structure adopted, a large capital premium in lieu of twenty-five years' rent, was not valued at all.

8.30 Because no valuation existed at the time, the Commission obtained its own independent valuation and reviewed a later valuation and economic analysis produced within Government, examining both closely. That evidence, and the Commission's assessment of it, is dealt with below. The point in this Section is

[226] Mr. Savy and Mr. Lionnet in their testimony refer to the USD 2-dollar figure having been agreed at an IDC Board meeting. The commission has not been able not been able to find this in any IDC Board meeting of 2023.

the earlier one: the price for the disposition was agreed in 2024 with no valuation at all. Neither IDC nor the Republic could therefore have known, when they committed themselves for seventy years, whether the terms they were accepting represented fair value.

The valuation evidence obtained by the Commission

8.31 Four documents bearing on value were before the Commission:

i. a Valuation and Economic Analysis Report by Mr. Patrick Lablache, Chief Valuation Officer of the Department of Lands, dated 31 March 2026 (the "Lablache report");[227]

ii. an Independent Expert Report prepared, on the Commission's instruction, by Mr. Ricardo Ramiah-Isabel, a sworn land surveyor and real estate appraiser, dated 14 May 2026 (the "Ramiah-Isabel;[228]

iii. a forensic critique of the Ramiah-Isabel report by Mr. Allan Greyling, forensic accountant;[229] and

iv. Mr. Ramiah-Isabel's replies to that critique.[230]

8.32 The Commission takes each in turn before giving its own assessment. It records at the outset that all of this material post-dates the transaction by about eighteen months and was produced for the Commission. None of it was before the parties when they contracted in 2024. It could not cure the failure to value the asset before the Sublease was granted, and at most explains after the event what should have been done before it.

(a) The Lablache Report

8.33 Mr. Lablache's report treats the development as a single, integrated concession. It puts the annualised economic value to the Government at USD 6.8 million to USD 7.6 million, which he expresses as the equivalent of USD 17 to USD 19 per square metre a year, and a total economic value over the life of the concession of about USD 137 million to USD 153 million. He reaches that figure by adding together five streams: the lease rent, projected utilities revenue, logistics, construction participation, and the reversion of assets at the end of the term. The Lablache Report does not, however, set against those projected benefits the costs and obligations that the Sublease imposes on the Government and IDC. The case for the deal rested in part on the claim that Assomption was already costing the Republic several million dollars a year; yet the downside costs and

[227] Confidential report, 31 March 2026 (*withheld from publication; copy retained by the Commissioner*).
[228] Confidential report, 14 May 2026 *(withheld from publication; copy retained by the Commissioner).*
[229] Confidential report, 21 May 2026 *(withheld from publication; copy retained by the Commissioner).*
[230] Confidential report, 25 May 2026 *(withheld from publication; copy retained by the Commissioner).*

risks that IDC and the Government assumed under the Sublease are nowhere brought into account.

8.34 The Lablache Report sets out comparators: the Canopy resort at Anse la Mouche, Mahé about USD 0.23 per square metre a year; the Long Island development at about USD 5.2 per square metre a year; a Maldives benchmark of USD 4 to USD 8 per square metre a year; and a Mauritius model based on rent at three to four per cent of land value. He adopts a discount rate of 4.8 per cent, which he describes as consistent with sovereign benchmark yields, and concludes that the integrated Assomption model delivers three to four times the value capture of a conventional lease.

8.35 The Commission makes three points about Mr. Lablache's report. First, he is the same officer that the Commission found in Chapter II was in a conflicted position, and failed to produce any valuation at the time.His report was produced for the Commission, not for the transaction. Secondly, the USD 137 to USD 153 million measures the economic value of the project as a whole, and not the consideration moving to the Republic for the grant of the Sublease. It aggregates streams of a very different character – those that accrue to IDC with those that accrue to the Develop. IDC will gain from the ground rent, the projected utilities and logistics revenues, construction participation, which IDC undertakes itself through the grey-works contract, and the reversion of the assets at the end of the term. The Developer will receive the potential equity economics of the resort. Presented as a single gross figure, it is neither the price of the disposition nor a measure of the net benefit to the Republic, and it sets none of these streams against the costs and risks that IDC and the Government assume. Thirdly, the report relied on factors that could not be independently verified, a matter to which the Commission returns.

(b) The Ramiah-Isabel Report

8.36 The Commission instructed Mr. Ricardo Ramiah-Isabel to give an independent opinion on whether the consideration under the Sublease, namely the premium and the annual ground rent together, reflected fair market value. Working from a desktop valuation, he capitalised the annual ground rent of USD 800,000 at 5, 6 and 7 per cent, producing capital values of USD 16 million, USD 13.3 million and USD 11.4 million respectively. He then added the USD 20 million premium, arriving at a total consideration of USD 31 million to USD 36 million (an implied value of between USD 78.57 and USD 90 per square metre on the minimum area of 400,000 square metres). He treated the Sublease not as a lease of a defined plot but as a grant of long-term development rights and effective operational control over much of the island. He concluded that the consideration, so measured, was broadly consistent with what might be expected for long-term development rights over an island of this kind. He treated Mr. Lablache's USD 137 to USD 153 million figure as context only,

stating expressly that his valuation did not rely on it and that he had not independently recalculated or audited it.

(c) The forensic critique of the Ramiah-Isabel Report by Mr. Allan Greyling

8.37 Mr. Greyling's principal criticisms were these. First, although the report does distinguish between the value of the Sublease and the value of the wider project, it places too much weight on the latter, which accrues to the shareholders of OBIL, a company owned and controlled by the Developer's interests, and not to IDC or the Republic. The question that matters for the Republic is the commercial return to IDC as lessee, which the first paragraph of the Ramiah-Isabel Report's own Executive Summary identifies as the instructed task. Secondly, no comparable evidence was advanced to support a capitalisation rate[231] of 5 to 7 per cent, which is far too low, in Mr. Greyling's opinion, for the risks of this project and greatly overstates the value. The Central Bank of Seychelles indicative rates (for the week of 18 to 24 May 2026) show secured business lending of up to about 12.25 per cent and unsecured business lending of between 13.25 and 18 per cent, with housing loans of around 7 per cent;[232] and the country equity risk premium compiled by Professor Aswath Damodaran stood at 7 per cent for Mauritius and 8.13 per cent for South Africa as at January 2026[233] (Seychelles not being separately determined). On that basis, a discount rate of the order of 14 per cent, not 5 to 7 per cent, would be appropriate. Thirdly, a single capitalisation factor[234] is too crude for a cash flow of this duration and shape; a discounted cash flow analysis[235] is the appropriate tool.

8.38 Mr. Greyling produced a discounted cash flow model.[236] It discounts the escalating ground rent year by year, and reflects the two-year construction grace period, the fact that the USD 20 million premium was paid in place of the first twenty-five years' rent (so that no further rent comes in during that period), and a five-yearly escalation capped at twice the base rent, together with the discounted premium. The model produces a total present value of about USD 25.9 million at 5 per cent, USD 23.4 million at 6 per cent, and USD 21.7 million at 7 per cent, materially below Mr. Ramiah-Isabel's USD 31 to USD 36 million at the very same rates. At a risk-adjusted rate of the order of 12 to 14 per cent, the total falls to about USD 18.4 million; at that point the discounted premium alone is worth more than the entire present value of the transaction, and the ground rent adds almost nothing. (On Mr. Greyling's assumption that

[231] The potential annual return on an income-producing property.
[232] Central Bank of Seychelles, Banks' Interest Rates Web_18May – 24 May 2026. https://www.cbs.sc/Downloads/publications/interestrate/Banks'%20Interest%20Rates%20Web_18%20May,%202026%20-%2024%20May,%202026.pdf
[233]Aswath Damadaran, Country Default Spreads, Jnuary 2026, https://pages.stern.nyu.edu/~adamodar/New_Home_Page/datafile/ctryprem.html
[234] The capitalisation factor represents the expected rate of return adjusted for the risk of the investment.
[235] A financial technique that estimates the present value of future cash flows using an appropriate discount rate.
[236] A valuation method that estimates an investment's value today based on projections of how much money it will generate in the future.

all cash flows fall at the end of each year, the real present value of the USD 20 million can itself turn negative.) The gap between his figures and Mr. Ramiah-Isabel's arises because Mr. Ramiah-Isabel capitalised the full ground rent as if it were a perpetuity received from the outset and then added the full premium. That treats a finite and deferred income stream as perpetual and counts the first twenty-five years twice: once in the capitalised rent, and again in the premium that had already bought those years out.

8.39 Mr. Greyling also noted that the projected additional revenues of about USD 15 million a year, with margins of about USD 4 million, and the economic value of USD 137 to USD 153 million, were unsubstantiated and untested; that none of those wider benefits reach IDC, which holds no shareholding in OBIL; and that the major long-term risks, including the Developer simply walking away, or adverse long-term impacts materialising fall on IDC and the Republic. He concluded that the value of the Sublease to IDC and the Republic is much overstated at USD 31 to USD 36 million, and is more likely to be around USD 23 million at best.

(d) Mr. Ramiah-Isabel's replies

8.40 In reply, Mr. Ramiah-Isabel maintained his position. He said the references to a discounted cash flow and to infrastructure revenues were context only, and were not the basis of his valuation, which remained directed at the premium and the ground rent. He said a valuation capitalisation yield is conceptually distinct from a lending or borrowing rate or an equity risk premium, the latter going to financing and business risk and not properly substitutable for a valuation yield. He said he had adopted a range of rates precisely to test sensitivity and had not assumed the project to be low-risk. He accepted that he had not attributed the wider economic value to IDC or the Republic, that a significant part of the commercial upside may vest in the Developer and its shareholders, and that the long-term projections may not materialise. He said the Sublease is properly analysed as a development concession rather than a simple plot lease; and that, while valuation involves professional judgment and other approaches may yield different and lower figures, his analysis remained professionally supportable. He confirmed that the USD 137 to USD 153 million figure was derived from Mr. Lablache's report and had not been recalculated or audited by him.

(e) The comparator evidence.

8.41 The most instructive comparator is in Mr. Lablache's own annexe. The Long Island development at the Ste Anne Marine Park was awarded in 2024, by competitive public tender, over an area of 230,000 square metres for a premium of USD 23 million, about USD 100 per square metre. The Assomption premium of USD 20 million over a minimum area of 400,000 square metres works out to about USD 50 per square metre, or half that amount. So a

genuinely tendered Seychelles island lease, of roughly half the area and broadly contemporaneous, secured both a higher total premium and double the premium per square metre. As for the Maldives, Mr. Lablache's own benchmark of USD 4 to USD 8 per square metre a year for resort ground rent is higher than the Assomption ground rent of USD 2. His conclusion that the Assomption model delivers three to four times the Maldivian value capture is reached only by setting his integrated figure of USD 17 to USD 19 per square metre a year (which includes utilities, logistics, construction and reversion) against the Maldivian pure-rent benchmark, a comparison of unlike quantities. On a like-for-like ground-rent basis, the Assomption rent sits at or below the bottom of the Maldivian range.

8.42 Two qualifications attach to the Long Island comparison, and the Commission has borne both in mind. On the one hand, Long Island lies within the Ste Anne Marine Park, close to the mainland of Mahé and readily accessible from it, whereas Assomption lies far to the south-west and may be reached only after a flight of up to three hours; that relative remoteness, and the cost and difficulty of access that attends it, may legitimately depress the value of the Assomption disposition and may, in part, account for a lower premium per square metre. On the other hand, Assomption is in truth difficult to compare with any island in the Republic, being the principal stepping-stone to Aldabra, the jewel in the crown of Seychelles and a UNESCO World Heritage Site. That singular character may itself command a value, and a premium, that no ordinary comparator captures. The two considerations pull in opposite directions; neither, in the Commission's view, is such as to deprive the Long Island tender of its force as the one genuinely competitive and broadly contemporaneous Seychelles comparator before it.

The Commission's assessment of the valuation evidence

8.43 The Commission is not itself a valuer and does not purport to fix a precise figure. It can, however, weigh the cogency and internal logic of the competing opinions, and it makes the following findings.

8.44 First, the starkest distinction is the one Mr. Greyling drew between the economic value of the project and the value of the consideration to IDC and the Republic. This part of the ToR asks whether the terms serve the best financial interests of the Republic. That is answered by what IDC and the Republic receive from the lease, not by the overall economics of a project whose equity returns vest in OBIL, a company owned and controlled by foreign interests in which neither IDC nor the Republic holds shares. The USD 137 to USD 153 million figure is, however, not of one consistent character, and the Commission does not treat it as entirely irrelevant. Part of it, namely the projected utilities and logistics income, which, according to both Mr. Savy's evidence and Mr. Lablache's report, is intended to accrue to

IDC, and the reversion of the assets at the end of the term do represent value to the Republic. Mr. Savy's evidence was that the upfront USD 20 million was intended to fund infrastructure without borrowing, enabling IDC to earn service fees of about USD 600,000 to USD 800,000 per month once the resort opened, similar to the USD 400,000 to USD 600,000 per month it already earned on Desroches. This stream of service fee income is a genuine benefit, and the Commission has considered it. Furthermore, it is better secured than a simple net projection suggests, and in fairness to IDC, the Commission explains why. The cost of supporting infrastructure is actually not borne by IDC: the works will be funded from the prepayment and not from IDC's own resources; IDC reserved the civil contract for the grey works, which, according to evidence, stands to make a profit; and IDC is to retain the infrastructure it builds, including the extended airstrip, regardless of whether the Developer remains.

8.45 However, what cannot be said is that this benefit was established when the terms were agreed. The monthly service fees depend on the resort operating effectively and on IDC operating and insuring the plants, but neither the amount nor the likelihood of that income was quantified or independently valued at the time. The later figures, namely, utilities at about USD 3.5 million and logistics at USD 1.3 to USD 2.0 million annually, remain, as Mr. Greyling observed, unsubstantiated and untested. The balance of the USD 137 to USD 153 million measures the equity economics of the resort, which belong to the Developer's shareholders, not the Republic. The objection to the figure, therefore, is not that it is irrelevant but that it combines the price of the grant of the Sublease, a contingent service income to IDC, and the Developer's own returns into a single gross sum; that it makes no comparison between these and the costs and risks still borne by IDC and the Government, such as the operation and insurance of the plant, the ongoing risk of the Developer's departure before the end of the term, the Republic's environmental exposure, and the seventy-year lock-up of a unique asset, IDC having undertaken in clause 4(b) that there is and shall be at no time during the Sublease Period any "agreement or arrangement with any other third party to build or develop any other building on Assomption that shall be detrimental and/or cause a negative impact on the operations of the Hotel activity of the Sublessee";[237] and that it was presented, even as part of the context, in a manner likely to suggest that the Republic was securing value of that magnitude as the price for the Sublease. It is not such a measure.

8.46 Secondly, the Commission accepts Mr. Greyling's criticism of the capitalisation methodology. To capitalise the USD 800,000 ground rent in perpetuity at 5 to 7 per cent does two wrong things at once: it treats as

[237] Clause 4(b) of the Sublease, Annexure 2.

perpetual an income stream that is finite, and that does not even begin until the USD 20 million premium has been exhausted; and, when the full premium is then added, it counts the first twenty-five years twice. The Commission accepts Mr. Ramiah-Isabel's theoretical point that a valuation yield is not the same as a lending rate. But a yield of 5 to 7 per cent, and still more Mr. Lablache's 4.8 per cent, cannot be defended here. A rate at or below the yield on risk-free long-term government debt cannot be a sound measure of the time value and risk of income from a remote, single-purpose, environmentally constrained and politically exposed island development. Mr. Ramiah-Isabel himself accepted, in reply, both that other approaches give lower figures and that he had not verified the figures underlying part of his context analysis. A discounted cash flow, which Mr. Greyling rightly preferred for an income stream of this duration and shape, yields, even at the same 5 to 7 per cent rates, a total present value of about USD 22 million to USD 26 million; and at a risk-adjusted rate of the order of 12 to 14 per cent the present value of the ground rent becomes negligible, and the value of the transaction to IDC reduces, in substance, to the discounted premium of some USD 18 million. No Seychellois long-term sovereign yield was placed before the Commission; that absence is itself a gap, but even the commercial rates that were in evidence exceed the capitalisation rate adopted.

8.47 Thirdly, the comparator evidence reinforces the same conclusion. The Long Island lease, the one genuinely competitive and broadly contemporaneous Seychelles comparator before the Commission, secured a premium per square metre about double that of Assomption; and the Assomption ground rent sits at or below the Maldivian benchmark relied upon in the Government's own analysis. These comparisons are consistent with the Commission's finding in Part II that the absence of a genuine competitive EoI is likely to have cost IDC, and through it the Republic, value.

C. The USD 20 million prepayment: capital premium, present value, and fiscal consequences

8.48 The Commission found in Chapter II that the USD 20 million payable under the Sublease, expressed to be "in lieu of the first 25 years' rent" and payable in three tranches across some fifteen months, was in law a capital premium for the grant of the leasehold itself and not rent paid in advance. The Commission does not revisit that legal characterisation. It draws out here its financial consequences for the assessment of value and of the Republic's interests.

8.49 The nominal equivalence between the prepayment and twenty-five years' rent (USD 2 per square metre applied to 400,000 square metres yields USD 800,000 per annum, and over twenty-five years, USD 20 million) is

illusory. A sum received within fifteen months is worth materially more than the same nominal sum received in annual instalments over twenty-five years. At a discount rate of 6 per cent, the present value of the rental stream is of the order of USD 10.2 million; the difference, approximately USD 9.8 million on that scenario, represents capital consideration that is not rent at all. So analysed, the transaction conferred on IDC a present benefit considerably greater than a simple reading of the instrument suggests, a matter material to the assessment of whether the terms were commercially prudent for IDC. The same analysis, however, exposes the fiscal shortfall the Commission identified in Chapter II: the sanction fee of 1.5 per cent and the stamp duty payable on the Sublease ought to have been computed on a base that treated the USD 20 million as capital consideration in its entirety, and the Commission has recommended their reassessment. To the extent that they were not so computed, the public revenue was understated.

8.50 The Commission also recalls the attempt, found in Chapter II, by the Cabinet of the day to divert the entirety of the USD 20 million from IDC to the Consolidated Fund, and Mr. Savy's resistance to that course on the grounds that monies due to IDC under a Sublease executed by IDC are corporate funds accessible to the Government, as sole shareholder, only by dividend resolution. The Commission found Mr. Savy's legal analysis correct, and characterisation of the prepayment as a capital premium reinforces it. The episode is relevant to the present limb because it discloses that the financial structure of the transaction was, even within Government, imperfectly understood. The sum was treated at different times as Government revenue, as a corporate receipt, and as a loan, and the additional USD 10 million dividend offered by Mr. Savy as a compromise was, in the event, never declared. The best financial interests of the Republic were, in this respect, the subject of competing and shifting conceptions rather than of a settled and properly advised position.

D. The civil contract and its contingent exposures

8.51 The Sublease established IDC as the sole civil contractor for the development. The civil contract executed on 29 October 2024, in the sum of USD 40,612,662.12 for grey works, specified a duration of twenty months against an agreed duration of twenty-six months, and carried a penalty clause of ten per cent, approximately USD 4 million, for late completion. The Commission found in Chapter II that the executed contract did not reflect the commercial agreement reached, that Mr. Butt did not respond to IDC's request for amendment, and that the discrepancy left IDC with a quantified contingent exposure of some USD 4 million. That exposure remained outstanding at the date of the evidence.

E. Unwritten and in-kind consideration

8.52 The Commission found in Chapter II that significant elements of the consideration were never reduced to writing. The evidence produced was that the Developer had verbally committed to providing two twin-engine helicopters and two twenty-seat jet aircraft, to be based in Assomption for IDC inter-island operations and to be of evident value for national search and rescue; none was recorded in the Sublease or any side-agreement. The runway upgrade, funded by a Developer payment which Mr. Savy negotiated at USD 10 million and on which he candidly said "we made a profit", realised an asset that vests in IDC. Mr. Savy further accepted that the in-kind elements were honoured by verbal agreement but were not papered.

8.53 A seventy-year alienation of State land, the consideration for which includes aircraft worth many millions of dollars and a runway upgrade of some USD 10 million ought to have had the whole of its consideration recorded in a registrable instrument..

8.54 Consideration of the representations of the Islands Development Company: the unwritten and in-kind consideration. The Board of IDC, in its written representations of 25 June 2026, submitted that this finding proceeds upon a premise that is not entirely accurate. It contended that the runway infrastructure forms part of the written contractual arrangements between the parties and cannot properly be characterised as an unwritten element of consideration, the Sublease providing that the airfield, once completed, is to be managed and operated by IDC and to remain its property; and that, as regards aircraft and helicopter services, the Sublease expressly reserves to IDC the exclusive right to provide commercial flights connected with resort operations, while excluding ad hoc charter and private flights from foreign destinations, so that the discussions concerning possible future enhancements to the standard of aircraft available to guests were exploratory commercial discussions falling within that excluded category and did not crystallise into binding obligations capable of documentation or registration. The Board relied, in support, upon clauses 11(i), 12(c), 17(B)(p), 17(B)(q) and 17(B)(a)(i) of the Sublease, and invited the Commission to distinguish between the contractual obligations agreed by the parties, which address commercial flight rights and the ownership and operation of the airfield, and the preliminary commercial discussions regarding possible future private-aviation arrangements, which fall outside that contractual scope.

8.55 The Commission accepts the Board's submission, and qualifies its finding accordingly. It accepts that the runway upgrade, and the ownership, operation and reversion of the airfield, are provided for in the written instruments: the runway works were the subject of a discrete contract,

examined in Section G above, and the Sublease addresses the airfield's vesting in, and operation by, IDC. To the extent that the finding might be read as treating the runway upgrade itself as an element of consideration left wholly unwritten, it is qualified; the Commission does not maintain that characterisation of the runway works. It accepts, likewise, that the commercial flight rights reserved to IDC, and the exclusion of ad hoc charter and private flights, are matters addressed in the clauses to which the Board refers.

8.56 The verbal agreement that the Developer would provide two twin-engine helicopters and two twenty-seat jet aircraft was on, the evidence of Mr. Savy himself, a commitment treated by the parties as part of the consideration moving to IDC. If this agreement with Mr Savy was indeed created, it has not been completed nor is it enforceable, as was further evidenced by the Board's categorisation of it as merely part of future aviation arrangements. Therefore, the Commission cannot consider this undertaking to be part of the consideration for the contract.

F. The represented project value, the contracted value, and the transfer-pricing concern

8.57 A matter of particular concern to the assessment of the Republic's financial interest is the discrepancy, found in Chapter II on the evidence of Witness B, between the project value represented to the Government and the value of the work in fact contracted to IDC. The Government's financial reasoning, when it considered the destination of the USD 20 million, had rested on a representation that the total project was worth approximately USD 140 million, from which it was inferred that IDC could raise bank financing, service the development, and pay dividends. Witness B later learned that the value of the work actually contracted to IDC was approximately USD 40 million, the balance being undertaken directly by other companies within the PIH / Assets group (UCC and IDCC), and that neither Government nor, it appears, the full IDC Board had been informed of this allocation. The Developer witnesses (Mr. Hilal and Mr. Raihan) put the total invested capital variously at approximately USD 100 million and at approximately USD 150 million for the hotel with a further USD 50 million in fit-out (Mr. Savy).

8.58 Witness B observed that he would not be surprised if transfer pricing had occurred at the Developer's level, given the corporate structure, although he had no direct evidence of it. Where the entity that holds the Headlease, that is the lessor, that is the civil contractor, and that is the recipient of the service-fee income (IDC) is contracted for only a fraction of the project value, while the balance flows directly between the Developer and its own affiliated companies, the Republic's ability to capture value from the

development of its own land is correspondingly diminished, and its ability to verify the true cost and value of the works is impaired. The Commission considers that this allocation, and the question whether the aggregate of the various contracts genuinely amounts to the figures represented, ought to be the subject of further examination by the competent financial authorities, and it returns to this in its recommendations.

8.59 In response to these findings, the Developers responded to clarify that the total value of the Project exceeds USD 215 million of which IDC's construction contract was approximately USD 40 million and USD175 million would be spent on "specialist contractors for finishing works, specialist installations, fitout works, FF&E and other components required to deliver a luxury resort of the requisite international standard." They contest that the project value was improperly diverted or transferred, but rather state that any related-party relationships were entered into on arm's-length commercial terms, with remuneration corresponding to the work required and performed. Moreover, they reiterate that UCC Sey is subject to and compliant with the tax regime in Seychelles and that there is no concealment, misrepresentation or transfer-pricing from the allocation of project work packages. The Commission acknowledges this explanation but finds that the value of the investment ought to be established for oversight purposes.

G. The runway-extension contract and the advance payments to IDC

8.60 The Commission revisits, under this section, the contract for extending the Assumption runway, which it previously addressed in Section E and will revisit in Part IV below. According to the forensic accounting expert's evidence, the runway extension was contracted at USD 10 million, and with fifteen per cent VAT, payments by the Developer's entity, UCC to IDC for the runway amounted to approximately USD 15.644 million by December 2025. Of this amount, about USD 11.873 million had been paid to IDC before the Sublease was signed on 18 September 2024. The first instalment of USD 5.75 million (including USD 5 million plus USD 750,000 in tax) was paid on 26 November 2023, based on an IDC invoice dated 4 October 2023.

8.61 The Commission has found in Chapter II that the runway upgrade realised an asset vesting in IDC, and that Mr. Savy negotiated the Developer's contribution to it at USD 10 million, candidly observing that IDC "made a profit" on the works. To that extent, the runway contract was, viewed in isolation, advantageous to IDC. But two features of it are material to the present enquiry. The first is that a Developer advanced some USD 11.873 million towards the upgrading of State infrastructure nearly a year before it held any right to develop Assomption, a course explicable only on the footing, which the Commission has found established, that the parties

treated the development as settled long before the Sublease was executed. The second is that the civil engineering of the runway was subcontracted, in part, to ATOM Engineering, the firm in which the son of the Chief Executive of IDC held an interest, in the undisclosed conflict of interest found in Section D of Part II above. The financial advantage of the runway contract to IDC cures neither feature.

H. The civil works: the disparity between the payments made and the value of the work certified

8.62 The civil construction contract of 29 October 2024, in the sum of approximately USD 40.6 million, is examined in Section D above as to its term and its penalty exposure. Mr Allan Greyling, the Commissions' forensic accounting expert, drew the Commission's attention to a further and more serious feature of its performance.[238] By reference to the schedule appended to the environmental consultant's report, payments by the Developer interests to IDC under the civil contract had reached approximately USD 35.9 million, or some 88 per cent of the contract sum, by late 2025. Yet the evidence produced to the Commission as to the proportion of the work actually completed was very different: the Developer's own estimate was of the order of 50 per cent, and IDC's operational staff put completion as low as 20 per cent. On either estimate, the payments made ran well ahead of the value of the work performed.

8.63 During the inquiry, the Commission was not provided with any quantity surveyor's certificates, or other independent measure of the value of the work in fact executed, to reconcile the payments with the progress of the works. The discharge of some 88 per cent of a USD 40.6 million contract against work estimated by those engaged upon it at between a fifth and a half of its value, in the absence of any independent certification, is a matter calling for examination by an independent quantity surveyor and by the competent financial authorities, which the Commission recommends. The matter is the more pressing in that the same State-owned company was, through its former Chief Executive, subject to the conflicts of interest found above.

8.64 The Board of IDC made two representations in regard to this head. As to the term of the civil contract of 29 October 2024, the Board accepted that the specification of a twenty-month duration, against the twenty-six months agreed, was a drafting error, which the Developer had itself acknowledged in writing, and it undertook to take the steps necessary to regularise the position. The Commission accepts that the discrepancy was, on the evidence, an error rather than a deliberate term, and records the Board's undertaking to correct it; its finding in Section D, that the executed contract

[238] Allan Greyling's Report.

did not reflect the agreement and carried a contingent exposure of approximately USD 4 million under the penalty clause, was a statement of the position as it stood at the date of this Report, and the Commission's recommendation that the contract be amended to remove that exposure stands.

8.65 As to the payments made under the civil contract, the Board firmly disputed the finding that some 88 per cent of the contract sum had been paid against work between a fifth and a half complete, and without any quantity surveyor's certification. It submitted that the total paid to IDC under the civil contract was USD 11,252,112.13 excluding value-added tax, or some 28 per cent of the contract sum, and not 88 per cent; that every payment had been made against certified valuations of the work done; and it produced, in support, the interim payment certificates for the contract, numbered 05 to 09 and covering the period to 25 September 2025, together with the corresponding invoices.

8.66 The Commission has examined those certificates, and they materially qualify the finding. The figure of approximately 88 per cent, equivalent to some USD 35.9 million, was drawn, as this Section records, not from any financial record but from a schedule appended to the forensic accountant's report; and the Commission had itself observed that no quantity surveyor's certificate had been produced to reconcile the payments with the progress of the works. The certificates now produced supply that reconciliation, and they do not bear out the figure. By the most recent of them, certificate No. 09 for the works to 25 September 2025, the cumulative value of the works certified as complete was USD 7,708,849.48, of the order of nineteen per cent of the contract sum; and the total of the sums paid to IDC, comprising the mobilisation advance and the net interim payments so certified, was on the Board's account USD 11,252,112.13, of the order of twenty-eight per cent. Neither figure approaches 88 per cent, and the modest excess of the payments over the value of the work certified is referrable to the mobilisation advance, a normal feature of a contract of this kind, recovered against the interim valuations as the works proceed.

8.67 The Commission accordingly revises this finding. It no longer finds that some 88 per cent of the contract sum was paid against work between a fifth and a half complete; it finds, upon the certificates, that the payments made were of the order of twenty-eight per cent of the contract sum against works certified at some nineteen per cent, the works remaining at an early stage. The Commission records, in fairness to IDC, that a process of valuation and certification of the works did exist, contrary to the impression created by the material earlier before it. Moreover, it accepts IDC's explanation that both IDC and the Developers have independent third-party quantity surveyors who certify works. It notes, however, that the certificates produced are those

of the Developer's own contracting entity, and that the box provided upon each for review on behalf of the construction manager has been left unsigned, so that independent certification of the value of the work is not, even now, established upon their face. For that reason, and because the certificates extend only to September 2025, the Commission maintains its recommendation that an independent quantity surveyor be appointed to certify the value of the work executed and to reconcile it against the payments made; but it withdraws the finding that the payments stood at some 88 per cent of the contract sum against a fraction of the work, that figure not being borne out by the contemporaneous record.

I. Compliance with the Public Finance Management Act and the financial governance of the transaction

8.68 The Commission has examined the Sublease, with the help of Mr. Greyling, against the Public Finance Management Act 2012.[239] That Act governs the financial administration of the Government and of public bodies, and it applies to IDC both as a public body and, under Part VIII, as a public enterprise. Several of its requirements matter here. The Minister responsible for finance must maintain a macroeconomic and fiscal framework and lay before the National Assembly the key principles of prudent financial management and any significant changes to them. Public finances must be supervised through transparent systems that ensure public money is handled regularly and with propriety. Section 35 requires that the accounting officer of a public enterprise must maintain sound systems of financial and risk management and must properly evaluate any major project before deciding upon it. And the *disposal* of a public asset above the prescribed value must be assessed by the Ministry responsible for finance and approved by the Cabinet. IDC's accounting officer, as the accounting officer of a public enterprise, was required to safeguard the enterprise's assets, and to evaluate a major commitment of this kind before deciding upon it. None of that was done. The value of what IDC gave up was never assessed in any way contemplated by the Act. The heavy obligations IDC took on were never quantified. The National Assembly was never given the appraisal that the Act required.

8.69 The Public Procurement Act does not apply to a lease transaction of this kind. That Act regulates how public bodies acquire works, assets, services and goods. It lays down no procedure for disposing of an asset, and section 3(1)(f) expressly excludes dealings in immovable property. Section 17(3) of the Public Finance Management Act mentions the Procurement Act in connection with the sale of an asset above the prescribed value, but that reference cannot supply a procedure that the Public Procurement Act does

[239] IDC is an incorporated body with 99% shareholding by the Government of Seychelles and as defined by s 2(c) of the Public Finance Management Act, a public body.

not contain, least of all for the grant of a lease, sublease or any alienation of State land.

8.70 In reaching these findings the Commission is conscious of an unfortunate lacuna in the law. No single statute lays down a clear procedure for the alienation of a major immovable asset of the Republic by a public enterprise for a prolonged period. The Public Procurement Act might be expected to do so, but it does not: it deals only with the acquisition of works, assets, services, and goods, and section 3(1)(f) keeps it out of dealings in land. It says nothing about alienations. Section 17 of the Public Finance Management Act provides for the sale of an asset, but it speaks of a sale, not of a long lease that is in substance an alienation, and section 17(4) allows the Minister to exempt a public enterprise from it altogether.

8.71 That leaves only the general duties in Part VIII. Those duties call for sound systems and the evaluation of major commitments, but they do not require an independent valuation, a transparent process, or scrutiny by the National Assembly for a transaction of this size. A disposition like the present one can therefore slip between the two Acts: outside the Procurement Act because it is concerns land, and outside the disposal provisions of the Public Finance Management Act because it takes the form of a lease, or because the enterprise has been exempted. This lacuna does not excuse what happened. The duty to manage public money prudently and to weigh so large a commitment before taking it on, plainly applied and was not met. The Commission considers that the gap should be closed, and returns to it among its recommendations.

8.72 The Board of IDC, in its written representations of 25 June 2026, disputed the finding that it entered into a seventy-year disposition in breach of its obligations under section 35 of the Public Finance Management Act 2012. The Board submitted that the value of the Assomption transaction cannot be measured by reference to land rent alone, but falls to be assessed across an integrated value chain comprising the lease income, the civil works reserved to IDC, the long-term provision of utilities and logistics, and the reversion of the airfield and of the improvements at the end of the term; that the decision to structure the transaction upon that integrated basis was a considered exercise of commercial judgment within the Company's competence, and was not ultra vires; and that the Commission's own independent valuer, Mr. Ricardo Ramiah-Isabel, had concluded that the consideration, taken as a whole, was broadly consistent with what might be expected for long-term development rights over an island of this kind, treating the Sublease, as the Board itself had treated it, as a grant of development rights and operational control rather than a simple plot lease. The Board accepted that no formal valuation was commissioned before execution, but submitted that this was a matter of process and not of

substance, and that the substance, as confirmed by the Commission's own expert, supported the commercial judgment it had exercised.

8.73 The Commission has weighed these representations with care, the more so because they invoke the Commission's own valuation evidence. It accepts, and has already recorded in this Chapter, that the headline rate of USD 2 per square metre was not, on the comparators in evidence, an undervalue; that the Sublease is properly analysed as a development concession rather than a simple plot lease; and that Mr. Ramiah-Isabel, instructed by the Commission, concluded that the consideration so analysed was broadly consistent with fair market value. The Commission has not found, and does not now find, that the Republic was demonstrably underpaid. But that is not the finding which the Board's representations meet. The finding is that the value of what IDC gave up, and the burden of what it took on, were never assessed, before the Company committed itself for seventy years, by any process of evaluation, appraisal or independent valuation; and that omission is not cured by a favourable opinion obtained, on the Commission's own instruction, after the event. The duty under section 35 and Part VIII of the Public Finance Management Act 2012 is a duty to maintain sound systems of financial and risk management and to evaluate a major commitment before deciding upon it; it is discharged at the time of the commitment, by appraisal and the safeguarding of the asset, and not by subsequent vindication, however welcome.

8.74 The integrated character of the transaction, upon which the Board relies, tells in favour of the finding rather than against it. Precisely because the value of the disposition was diffuse, residing not in a headline rent but in a combination of lease income, reserved works, long-term service revenue and reversion, its proper evaluation called the more urgently for the appraisal that the Act required and that was not undertaken.

8.75 That such an appraisal was necessary, and that its absence mattered, is demonstrated by the valuation evidence the Commission was itself obliged to obtain after the event: the Commission's own valuer assessed the consideration at between USD 31 million and USD 36 million, while the Commission's forensic accountant, applying a discounted cash flow at a risk-adjusted rate, assessed the present value to IDC at as little as USD 18 million. A professional disagreement of that magnitude, as to the worth of what the Republic was disposing of for the better part of a century, is itself the clearest demonstration that the transaction required, and never received, the independent valuation and appraisal that the Act demanded before the commitment was made. The Commission accordingly maintains its finding under the Public Finance Management Act 2012, while making clear, in fairness to IDC, that the finding is one of a failure of process and of

financial governance, and not a finding that the consideration agreed was, in substance, an undervalue.

8.76 The Public Enterprises Act, 2023, which explicitly includes IDC,[240] strengthened the governance framework for the oversight and monitoring of public enterprises. It requires that a public enterprise ensure that adequate measures and controls are taken and implemented to safeguard and optimise the utilisation of resources.[241] It requires Boards of public enterprises to present annual budgets, plans and financial statements to the Public Enterprise Monitoring Commission (PEMC), and the Finance and Public Accounts Committee of the National Assembly.[242] Under the Act, it is these oversight bodies, and the Minister responsible for islands, that have the responsibility for verifying the decisions of the Board of IDC and ensuring that state assets are well managed for the public good. The Commission calls on these bodies to perform their duties with the utmost care.

PART IV — UNDUE PAYMENTS, BRIBES, KICKBACKS OR OTHER ILLICIT BENEFITS

8.77 The third and fourth limbs of this Chapter's ToR require the Commission to establish whether there were any undue payments, bribes, kickbacks or other illicit benefits effected to anyone in connection with the granting or entering into of the Sublease or in relation to the development; and, if any such are found, to establish their source, destination and routing, and to identify those who solicited, received or benefited from them. The Commission addresses the evidential threshold (Section A); the allegations on which it has found nothing established (Section B); the matters on which it has found financial benefits to have passed (Sections C to G and, as to the stay at the Waldorf Astoria Ithaafushi, Section I); the conflicts of interest of the IDC executive and the question of benefit to related entities (Section H); the foreign travel of the President and the Developer's hospitality abroad (Section I); the limits of its financial investigation, including the non-cooperation of the integrity authorities and the incomplete audit of IDC (Section J); and then, in respect of the benefits established, their source, destination, routing and beneficiaries (Section K), before stating its consolidated findings (Section L).

A. The allegations and the evidential threshold

8.78 The Commission has approached these limbs with the caution their gravity demands. A finding that a person solicited, received or benefited from a bribe, kickback or other illicit benefit is a finding of the most serious kind,

[240] Public Enterprises Act, 2023 at Schedule 1.
[241] Public Enterprises Act, 2023, s.89.
[242] Ibid, ss81-2.

and the Commission has required evidence of cogency commensurate with that seriousness, while applying the civil standard of proof. The Commission has distinguished throughout between a payment that is illicit, that is, a bribe, a kickback, a secret commission, or a benefit conferred to influence the exercise of a public function and a payment that, while it may raise questions of propriety or of the appearance of obligation, is not shown to have been corrupt. It has also distinguished between benefits conferred upon, or solicited by, a person holding relevant public office, and benefits passing between commercial parties in the ordinary course.

B. Matters on which no illicit payment or benefit was established

8.79 The Commission first records the matters on which, notwithstanding allegations or suspicions, it has found no illicit payment or benefit established.

8.80 The allegations of a payment of the order of USD 50 million, and of funds held in Cape Verde, were canvassed before the Commission and were denied by Mr. Ramkalawan, who stated that he had never taken any bribe, had never been involved in any corrupt action, and had never been to Cape Verde. No evidence was placed before the Commission to support these allegations.

8.81 Mr. Abid Butt, former Group Chief Executive Officer of Assets, categorically denied under oath that any inducement or bribe had been paid to secure the project, observing that if a reporter had proof, "all power to him", and that no monies had been paid to his knowledge to grease any palm. It records, in the same connection, Mr. Savy's evidence that, at the first meeting in 2023, Mr. Ramez Al-Khayyat asked him whether there was anybody who would have to be "looked after", and that Mr. Savy refused in terms, stating that he would sabotage the project if any payment of that nature were made. The question, as put and refused, establishes an indication that the Developer considered such matters, but it does not establish that any such payment was in fact made. Mr. Savy's own volunteered view that the project had become "a cash cow" was, when he expressed it, supported by little more than the "heritage-purchase" sum, which he expected would never be produced. The Commission does not, however, now treat that characterisation as the mere unsupported impression it might once have appeared. Mr. Savy spoke of money being disbursed about, and extracted in connection with, the project; and the Commission has since found, in Sections C, D, F, G and I below, that the Developer did confer a series of financial benefits in relation to the development, at the request of various parties and, in one instance, of its own motion. These financial benefits include the funding of the so-called heritage purchase, the funding of at least one LDS event, a major sponsorship of the FIFA Beach Soccer World Cup,

the pre-Sublease funding of the runway extension, and the accommodation of the Presidential delegation at the Waldorf Astoria Ithaafushi, all of which the Commission has found to bear the character of an inducement.

8.82 To that extent, the broader thrust of Mr. Savy's impression is borne out by the Commission's own findings. What the evidence has not established is the narrower and graver matter to which Mr. Al-Khayyat's question and Mr. Butt's denial were directed: the payment of a bribe, kickback or secret commission to a public officer to procure the grant of the Sublease or the permissions.

8.83 No such payment has been proved, and the influence the Commission has found to have been brought to bear upon those decisions was, as it has held, executive and political rather than pecuniary. The "cash cow" characterisation is therefore neither to be dismissed as baseless nor to be read as establishing a corrupt payment to secure the transaction: it captures, in Mr. Savy's impressionistic way, the pattern of Seychellois-asking and Developer-giving which the Commission has found proved in the respects set out below, but not the procuring of bribes.

8.84 In Chapter IV the Commission found no corrupt payment in connection with the Gainful Occupation Permits; the influence there found was executive and political. In Chapter VI the Commission found that, while sustained pressure was brought to bear upon the aviation authorities to authorise the direct departures from Assomption of 6 April 2025, it had received no evidence that the pressure was accompanied by corruption or inducement.

C. The Developer's funding of the "heritage-collection" purchase

8.85 The first matter reserved to this Chapter in Chapter V is the funding by the Developer of the purchase at auction in the United Kingdom, in 2025, of a collection of Seychellois postcards, photographs and documents, for a sum of the order of £15,000 to £20,000. On the evidence of Mr. Bernard Georges himself, he approached Nouvobanq for funding and, that approach having been unproductive, then approached the Developer of Assomption for a credit line to permit the bid to be made at short notice, and the Developer agreed to fund the purchase, the material being intended for donation to Seychelles.

8.86 The Commission found in Chapter V, that at the material time Mr. Georges occupied simultaneously a constellation of irreconcilable offices: Member of the National Assembly for Les Mamelles, Leader of Government Business in the National Assembly; Chairman of SIF, the body charged with the protection of Aldabra and the foremost institutional objector to the development; and, until the end of 2024, a Trustee of ICS, the Developer's

own environmental-assessment consultant. The Commission accepts that the heritage material was intended for donation to Seychelles. For a person holding those offices to solicit and accept funding from a Developer whose project he was simultaneously assessing, opposing and otherwise officially connected with was seriously improper, irrespective of the worthiness of the object to which the funds were applied; it was incompatible with the independence demanded of each of the roles he held; and it created an obvious appearance of obligation toward the Developer. The Commission so found in Chapter V, and that finding stands.

8.87 The question reserved to this Chapter is whether that funding constitutes an "undue payment… or other illicit benefit" within the meaning of the third limb. A benefit need not enrich the recipient personally to be illicit for these purposes: a benefit solicited from, and conferred by, a Developer upon a senior public office-holder concurrently exercising functions touching that Developer's project is an illicit benefit where it is apt to create, and does create, an appearance of obligation incompatible with the independent exercise of those functions.

8.88 The Commission records, in the same connection, Mr. Georges's evidence that he had separately mentioned to the Developer a project for the construction of an Aldabra House, and that the Developer had volunteered to assist with its construction, an offer which SIF declined. The Commission notes that the offer was made and declined; it records the offer as part of the pattern of the cultivation of a relationship between Mr. Georges and the Developer.

D. The Developer's funding of the Linyon Demokratik Seselwa (LDS) youth event

8.89 The second matter, also reserved to this Chapter in Chapter V, is the funding by the Developer of an event held in July 2025 on behalf of the LDS to mobilise youth support ahead of the elections of September 2025. The event was held at L'Escale Resort, Marina and Spa, a property managed by Assets, and was billed to OBIL / Assets in the sum of EUR 11,825.25 (approximately Rs200,000).

8.90 The Commission emphasises the significance of how this payment was disclosed. Mr. Ramkalawan, Mr Georges, Ms. Devika Vidot (the secretary of LDS) and Mr. Al Salihi, the general manager of IDCC and the Developer's representative, did not voluntarily reveal it. It was only uncovered after the Commission was informed that OBIL/Assets had settled the invoice, and Mr. Al Salihi later confirmed this in response to an interrogatory. His exculpatory explanation - that no formal request was made, that he came across the invoice by chance, and that he took the initiative to record it as an OBIL / Asset's expense as a goodwill gesture "to the nation," while noting

that the Developer was neither invited to nor present at the event is viewed with caution by the Commission, as outlined in Chapter V. The account was provided only after the invoice was independently verified, and it is not considered a complete or impartial explanation of the arrangement.

8.91 Moreover, the Commission goes further. It does not believe that the Developer, an international group operating through Assets and managing L'Escale, stumbled upon the invoice for a youth mobilisation event organised on behalf of the governing party by chance, and then, on its own accord, decided to discharge it as a spontaneous goodwill gesture "to the nation." The more plausible inference the Commission draws is that the funding for the event was prearranged, and that the route through an Assets-managed property was deliberately chosen so that a party-political cost incurred during an election period was effectively covered by the Developer. The characterisation of the payment as a fortunate incidental recording of a stray invoice is rejected by the Commission.

8.92 The Developer was at the material time under significant pressure with the project, having recently dealt with the first Stop Notice which was resolved through the President's input and was under pressure to resolve the MOU with SIF (which had been appointed as their environmental consultants by the President).They were, thus, constantly engaging in the planning, environmental and financial decisions with the Government in respect of Assomption, and the conferral of a benefit of this character upon a governing party in an election period is incompatible with the propriety the Commission would expect. It engages, on its face, both the law governing political and campaign financing and the law governing corruption. The benefit was not disclosed by any of the witnesses who would have known about it, and came to light only through the Commission's own inquiry of L'Escale. Mr. Bernard Georges, as the LDS candidate for the Mamelles electoral area, was among the beneficiaries of the event so funded, a matter compounding the impropriety already found against him.

8.93 The Commission has had regard, in the same connection, to the interrogatory replies of Mrs. Devika Vidot, who held at the material time both the office of Minister and that of Treasurer of the LDS. Mrs. Vidot denied, in terms, that she had solicited any funds, donation or contribution from the Developer of Assomption or any of its representatives; and she denied that she had at any time been aware of, or party to, any arrangement or understanding whereby funds were solicited or received from the Developer, whether on behalf of the LDS or otherwise. The first denial, the Commission has no occasion to doubt. The second is difficult to accept. That the cost of a youth-mobilisation event held on behalf of the party, in an election period, should have been borne by the Developer of Assomption, and yet have been wholly unknown to the very officer charged with the

party's finances, is inherently improbable; and the improbability is the greater where, as the Commission has found, the funding was not a matter of public record but was arranged so that its true source was obscured. The Commission does not, on the balance of probabilities, accept that the Treasurer of the LDS was unaware that the youth event had been funded other than from the party's resources. To the extent that Mrs. Vidot's reply is to be understood as an assertion of complete ignorance of the Developer's funding of that event, the Commission does not accept it; and it records that the documentary substantiation of the party's expenditure at L'Escale, which Mr. Ramkalawan undertook would be furnished through the party Treasurer, was not provided.

8.94 In answer to a letter of Notice of Adverse findings, the Developers, through Mr. Ammar Hilal reiterated that the funding of the LDS party event was considered a contribution "as part of its broader commitment to supporting Seychelles and its community", which was not pre-arranged, and that although the invoice had been issued to the Developer, it has not to date been paid. The Commission records the last of these assertions, which is new, and which it has not previously had the opportunity to test: that the sum of EUR 11,825.25 invoiced by L'Escale Resort, Marina and Spa remains, on the Developer's account, undischarged. The Developer strongly opposed the classification of the payment as "concealed", stating that Mr Al Salihi openly addressed the Commission's queries and provided the information requested of him.

8.95 To the extent that the Commission's finding may be read as a finding that the Developer has in fact borne the cost of the event, it is qualified to record the Developer's assertion that the invoice remains unpaid. The remainder of the account, that the invoice was come upon after the event and met as a spontaneous gesture, is in all material respects the account given on oath by Mr. Al-Salihi. The Commission declines to accept this as a complete or disinterested explanation, given that the funding was not volunteered and came to light only through the Commission's own inquiry of L'Escale, and that the cost of a party-political event held shortly before a presidential election was directed through a property managed by the Assets group. The Commission accordingly maintains its finding that the cost of a political event in the run-up to an election was, by the arrangement with the Developer, borne by an Assets-managed property which was improper. It, therefore, recommends that the unpaid invoice be invoiced to and settled by LDS, and the matter referred to the Electoral Commission.

E. The dinners at L'Escale and the L'Escale relationship

8.96 The Commission records a related body of evidence concerning hospitality provided by the Developer. On the evidence in Chapters II and V, several

persons involved with the project were invited to dinners at L'Escale by Mr. Al Salihi. These persons include the then President, Mr. Ramkalawan, Mr. Georges, and Mr. Cyril Bonnelame. It is accepted by the witnesses that these dinners were paid for by the Developer, and the Assomption development, including delays and the Developer's aspirations, formed part of the conversation. Mr. Georges spoke to two such dinners at which the President was present, and Mr. Al Salihi admitted, in addition, a further meeting with Mr. Georges in London on or about 2 July 2025. The Commission attaches weight, in this connection, to the evidence of Mr. Savy as to the manner in which that London meeting came to his knowledge. His account was that the Developer interests concealed their dealings with Mr. Georges from him until he confronted them; that he learned only in passing, in the course of a conversation with the then President, that Mr. Georges was said to be holding meetings with the Developer in London; and that, when he put the matter directly to Mr. Al Salihi, the explanation offered to him was that Mr. Al Salihi had merely happened to be in London and that Mr. Georges had been there too.

8.97 The Commission did not enquire of the Developer witnesses about the London meeting during their testimony, as the information was only made known to the Commission subsequent to that. It was raised in interrogatories sent to Mr. Georges and Mr. Al Salihi, each of whom characterised the encounter as social, unplanned and without agenda. The Commission notes that the timing of this meeting was during a fraught period in the construction process: shortly after the first Stop Order and during the heated negotiations of the MOU between the Developer and SIF, which Mr Georges usually represented. It was also during political campaigns of the national elections. The initial concealment of the meeting by both parties to it, bears upon the candour of the parties. It evidences the relationship cultivated between a public office-holder then exercising functions touching the Developer's project, and the Developer.

8.98 The L'Escale relationship itself ran back to the very beginning of the process, the internal IDC/L'Escale email of 5 June 2023 placing the connection between L'Escale and the Developer at the latest two days into the published EoI. Mr. Ramkalawan acknowledged that LDS had held events at L'Escale, which he said were paid for by the party, and undertook to provide the supporting bank statements and receipts through the party Treasurer.

8.99 The dinners were, on the evidence, social occasions in the course of a relationship the impropriety of which lies principally in the conflict of office it exposed. The Commission records, however, that it has not received the documentary substantiation Mr. Ramkalawan undertook to provide for the party's payment of the LDS events at L'Escale, and that the question whether any of those events, like the youth event of July 2025, was in truth borne by

the Developer rather than by the party is one the competent authorities may wish to pursue, having regard to the manner in which the July 2025 payment came to light.

F. The FIFA Beach Soccer World Cup contributions

8.100 The Commission addresses, for completeness, the contributions made in connection with the FIFA Beach Soccer World Cup, which, though not made in connection with the grant of the Sublease, were made by the Developer and bear on the financial relationship between the Developer and the Government. On the evidence in Chapter II, the contribution of three million United States dollars made by the Assets Group was solicited by the then-President. Mr. Ramkalawan's evidence was that, at a dinner at L'Escale at which he had voiced his concern that the funding of the tournament had fallen short, the Developer agreed to assist by becoming a major sponsor of the event.

8.101 The evidence of Ms. Astride Tamatave, Principal Secretary for Finance, and of Mr. Al Salihi was that Assets thereafter committed the sum to the President by letter, that the Principal Secretary furnished the Developer with the banking details for its remittance, and that the matter was handled at the level of the Ministry of Finance.[243] The contribution was in fact made by a SWIFT advice on 5 May 2025, of three million United States dollars by Assets Real Estate Development of Lusail City, Doha, through Doha Bank and Crown Agents Bank of London, to the Central Bank of Seychelles.[244] The funds were received into a special account opened for the purpose and thence into the Consolidated Fund. The advice described the remittance as a payment for "copyrights services" in sponsorship of the thirteenth edition of the FIFA Beach Soccer World Cup, a description the Commission notes but does not regard as illuminating the true character of the payment.

8.102 It is material, further, that the standard sponsorship of the tournament, carrying the marketing and advertising rights, was a contribution of USD 250,000, the sum paid by each of the other sponsors, Nouvobanq and Seybrew among them; that Assets committed twelve times that amount before any question of marketing rights had been raised; that the rights element of USD 250,000 was arranged only afterwards, by a sub-agreement procured between FIFA and Assets out of the sum already given; and that the balance of some 2.75 million dollars was applied, through the Consolidated Fund, to defray the Government's own cost of hosting the tournament. A separate pledge of two million dollars by Etihad Airways was, on Mr. Ramkalawan's own evidence, never transferred, the parties remaining in discussion over naming rights, with the consequence that,

[243] Testimony of P.S. Astride Tamatave at hearing of 16 March 2026, Pp 5–20.
[244] Deposit receipt from CBS.

contrary to the President's statement in his State of the Nation Address that two organisations had donated five million dollars, only the Assets three million had in fact been received. Separately, the Developer's barges were used to transport some 3,000 metric tons of dune sand from Assomption to Mahé for the FIFA Beach World Cup at a cost that is unknown.

8.103 The Assets contribution of three million dollars to the FIFA event was, on the evidence, a sponsorship-type contribution solicited in a sporting context and received, through the Central Bank of Seychelles, into the Consolidated Fund. The Commission is not, however, persuaded that the contribution can be regarded as an arm's-length sponsorship divorced from the Developer's Assomption interests. A property and hospitality group of the Gulf had no evident commercial reason to underwrite a beach-soccer tournament in Seychelles; the Developer's explanation, advanced by Mr. Butt, that it would have made the contribution in any event in order to publicise the project, does not bear examination, the marketing and advertising rights of a tournament sponsor having been available for USD 250,000, the sum paid by Nouvobanq and Seybrew alike, while Assets gave twelve times that sum before the question of rights was raised at all. The contribution was solicited, and made, during the very period in which the Developer's Assomption interests were before the Government and the President for decision and it was, on the evidence, conferred upon an initiative to which the President personally attached importance, the President having raised the subject of the FIFA funding at a dinner provided by the Developer. Moreover the sponsorship was of a magnitude far exceeding the heritage purchase and the LDS event together.

8.104 The Principal Secretary for Finance, to whom the Commission put its concern that a contribution of this size, from a single Developer, bore the perception of an incentive payment made at the delicate juncture when the MOU for the SIF's biodiversity assessment of Assomption was under negotiation, did not gainsay the concern, describing the question as a difficult one. The evidence of Mr. Al Salihi placed the negotiation of the contribution after the conclusion of that MOU.

8.105 In those circumstances, the Commission considers that the FIFA contribution falls to be understood as part of the same pattern of benefits conferred by the Developer upon the Government and persons connected with it, and bears, in substance, the character of an inducement directed at the cultivation of goodwill and obligation, whatever the sporting occasion that furnished its pretext. The Commission distinguishes it from the heritage purchase and the LDS event in two respects only: that it was applied to a public rather than a private or party-political purpose, and that it was not concealed but routed openly into the Consolidated Fund and recorded in the public accounts; those features bear upon the gravity of the matter,

not upon its character. It evidences, nonetheless, a willingness on the part of the Developer to confer substantial financial benefits upon initiatives of importance to the Government and the President during the very period in which the Developer's Assomption interests were before the Government for decision, and a corresponding willingness on the Government side to receive them. That willingness, repeated across the heritage purchase, the LDS event, the hospitality and the FIFA contribution, is itself a matter of concern, whether or not each individual transaction is corrupt.

G. The pre-Sublease funding of the runway extension

8.106 The Commission recalls the pre-Sublease payment of USD 5.75 million made by the Developer to IDC in October-November 2023 for the runway extension and which preceded the IPTRA sanction, the Headlease and the Sublease alike. The Commission found in Chapter II that this was consideration paid in advance of any contractual link capable of supporting it and referred to the Registrar-General and the Attorney-General the question whether it forms part of the consideration moving under the Sublease. The greater part of the runway monies, however, some USD 11.873 million, was advanced to IDC before the Developer held any right whatever to develop Assomption. A foreign investor does not ordinarily commit a sum of that order to the upgrading of State infrastructure unless confident that the disposition it seeks will follow. The payment was made, on the evidence, after the Developer had been told that its bid was successful and that the Sublease had been approved in principle by IDC and the Government, but before the instruments were executed and before the planning, environmental, immigration and aviation approvals that the project still required had been sought or granted.

8.107 So timed, the advance was not directed at procuring the initial award, which had by then been decided; in substance, this appears to be a further inducement directed at consummating the transaction and at disposing IDC or the Government favourably toward the many approvals still to come. Such a tangible show of the Developer's commitment, conferred while the Developer's interests remained before IDC and the Government for decision, would potentially create a sense of obligation toward a party that had already sunk millions into the upgrading of State infrastructure before any instrument bound it to do so.

8.108 The funding falls to be understood as part of the same pattern of benefits the Commission has found at Sections C, D and F, and bears, in substance, the character of an inducement in the same way as the FIFA contribution. It is to be distinguished from the heritage purchase and the LDS event, and aligned with the FIFA contribution, in two respects only: that the funds were not diverted to any private recipient, but were paid to IDC, a State-owned

company, and applied to a runway upgrade that became an IDC asset; and that the payment was not concealed. Those features bear upon the gravity of the matter, and upon the value that IDC took from it, but not upon its character as an inducement; and the payment's having been made before any instrument existed to support it is, in any event, consistent with the pre-positioning the Commission has found to characterise the transaction throughout.

8.109 The Board of IDC, in its written representations of 25 June 2026, submitted that the characterisation of the pre-Sublease payments as an inducement does not reflect the commercial context in which they were made. It relied upon a formal letter of intention to award, issued by IDC to the Developer on 23 August 2023, which it produced, and which expressly required the Developer to bear the cost of upgrading the airfield as a condition of the proposed award. The Board submitted that the airfield works were advanced as a discrete and standalone workstream, ahead of the wider Sublease and at the Developer's own commercial risk, driven by the Developer's need to establish reliable access to Assomption independently of the longer procurement timeline of the hotel project; that the completed airfield vested in IDC as head lessee, and not in the Developer, so that no cost or repayment obligation rested upon IDC at any point; and that a party which fulfils a condition stipulated by the other side does not thereby place that other side under any obligation. The Board accepted that no formal written agreement was put in place to govern the position had the Sublease not proceeded, but submitted that this absence reflected the commercial reality that both parties were proceeding upon the basis of the letter of intention, the statutory processes which remained outstanding being independent of IDC and outside its control.

8.110 Moreover, the Developer, by letter dated 26 June 2026 noted that the extension of the runway was commenced at an earlier stage to materially assist in maintaining the Project timeline, and that although there remained a possibility that the Project might not proceed, the Developer made a commercial and operation decision on the advice of its professional, technical, engineering and project management teams to proceed in order to avoid delays when the Project approvals were granted. They considered these part of the substantial upfront costs taken in anticipation of project implementation in the common course of practice for large developments. They denied that these were intended to influence government approvals, decisions or concessions.

8.111 The Commission has weighed these representations, and the letter of intention of 23 August 2023, with care, and it qualifies its finding in their light. It accepts that the runway funding was made pursuant to a written letter of intention which imposed the airfield upgrade upon the Developer

as a condition of the proposed award; that the works were advanced at the Developer's commercial risk; and that the completed airfield vested in IDC at no cost to it. The Commission has already recorded, in this Chapter, that the runway contract was, viewed in isolation, advantageous to IDC, that the funds were not diverted to any private recipient but were paid to a State-owned company and applied to an asset which became IDC's, and that the payment was not concealed. Having regard to the letter of intention now produced, the Commission accepts that the funding may be properly understood as the discharge of a stipulated condition of award.

8.112 Two features of the matter nevertheless remain, and the letter of intention does not answer them. The first is one of financial governance. A State-owned company received some USD 11.873 million before the Developer held any right whatever to develop Assomption, before the instruments were executed, and before the statutory sanction under the Immovable Property (Transfer Restriction) Act and the planning, environmental, immigration and aviation approvals had been sought or granted; and it did so, on the Board's own concession, with no binding written agreement governing the position were the transaction not to proceed. That IDC would have retained the completed airfield in any event was, by the Board's own account, secured by no instrument, but rested upon the parties' shared expectation that the transaction would proceed. The receipt of so large a sum in advance of any right to develop, unsupported by any binding framework, was a deficiency of financial governance, whatever the merits of the underlying works.

8.113 The second feature is that the chronology is consistent with, and forms part of, the wider pattern the Commission has found: that the Developer was identified, and the development treated by the parties as settled, well before the formal processes were complete. The Commission does not now treat the runway funding as itself an inducement, but it maintains, upon the broader evidence examined in Chapter II, its finding that the transaction was pre-positioned; and it maintains its referral to the Registrar-General and the Attorney-General of the question whether the runway monies form part of the consideration moving under the Sublease.

H. The conflicts of interest of the IDC executive and the question of benefit to related entities

8.114 The Commission has found, in Part II of this Chapter, that the procurement and contracting of the works on Assomption was attended by conflicts of interest which were not formally disclosed, nor remedied, affecting the executive of IDC. The runway-extension and civil works engaged, as subcontractors or as nominated providers, entities connected to Mr. Glenny Savy, the Chief Executive of IDC throughout the relevant period, including ATOM Engineering, in which his son Mr. Michel Savy was interested and

which applied to widen the airstrip and billed for works before the Sublease was executed; Pestea, associated with his stepson Mr. Stephan Dupouy; and H. Savy Insurance, nominated under the civil contract to front the project insurance. Witness testimony found that none of these interests was formally disclosed (although it was stated that these relationship were widely known), and Mr. Savy did not recuse himself from the decisions in which they were engaged. It falls to the Commission to consider whether those engagements yielded any undue benefit to Mr. Savy or to persons connected with him.

8.115 Under the Public Officers Ethics Act, 2008 a public officer "shall use his best efforts to avoid being in a position in which his personal interests conflict with his official duties" and the officer bears a duty to declare personal interests and "refrain from participating in in any deliberations with respect to any matter where his personal interests may conflict with his official duties."[245] Under the Public Enterprise Act, 2023 a CEO of a public enterprise who shares the duty with the other Board members to disclose any conflict of interest and to refrain from attending meetings or participating in deliberations or decisions of the Board in relation to the matter.[246] A CEO who fails to disclose a conflict of interest may have their appointment terminated.[247]

8.116 The fact that the related entities received contracts and were paid fees is not in doubt; it was not concealed and it appears on the face of the contracting documents and the schedules examined by the forensic accounting expert, Mr. Allan Greyling. What the Commission has not been able to determine is whether any benefit beyond proper remuneration for work actually done passed to those entities or, through them, to Mr. Savy or his family , whether, that is, prices were inflated, work was billed but not performed, or any secret commission or other consideration was paid. That question cannot be answered on the material before the Commission, because the financial records that alone could answer it, the complete contract files, the quantity surveyor's certificates of work done, and the banking records of the entities and individuals concerned, were not obtained, for the reasons explained in section J below.

8.117 The Commission's findings raise numerous concerns about the management of the development process, including the undisclosed conflicts of interest; the engagement and payment of a related entity, ATOM, in advance of the Sublease under which the works were authorised. This raises a question of governance IDC will need to resolve.

[245] POEA s.8.
[246] Public Enterprise Act, 2023, s.63.
[247] Public Enterprise Act, 2023 s.79.

8.118 By letter of 12 June 2026 the Commission gave Mr. Savy notice of the potential adverse findings it was minded to make against him, identified the substance of the evidence upon which each rested, and afforded him the opportunity to respond before any such finding was finalised. Mr. Savy made written representations, received on 25 June 2026, which the Commission has considered, in their entirety and in relation to each of the matters put to him, before settling the findings recorded in this Chapter. The Commission records its consideration of those representations, and their effect upon its findings, as follows.

8.119 As to the conflicts of interest attending the engagement of entities connected with his family, Mr. Savy did not dispute the underlying connections, but submitted that the material question was not the existence of a family connection but whether any decision was improperly influenced, any advantage procured for him, or any process manipulated, and that none of these things had occurred. In relation to ATOM Engineering he explained that the firm came to be involved at the instance of the Developer, whose representative had asked him to identify suitably qualified geotechnical engineers for the runway investigation; that he named two such firms; that the family connection was made known to the Developer's representative; and that the engagement and its terms were concluded directly between ATOM and the Developer, IDC being neither a party to those negotiations nor liable for the cost, the runway works having been funded at the Developer's risk and the resulting asset vesting in IDC. In relation to Pestea he explained that its engagement arose from a temporary operational gap when the Developer had not concluded its biosecurity arrangements; that Pestea, as a regional affiliate of Rentokil, was among the few providers able to perform the urgent treatment required; that the arrangement was short-lived and that IDC was reimbursed in full; and that no benefit beyond ordinary remuneration accrued to Pestea or to its principal. In relation to Wastea he stated that he was aware of no service rendered by that entity in connection with the development. In relation to H. Savy Insurance he submitted that the company is not a family business and forms no part of any Savy family group; that his interest in it is indirect, arising only from a shareholding in Corvina, which in turn holds a shareholding interest in the company; and that the nomination of H. Savy Insurance to handle local claims was made by the Developer's own underwriters and inserted into the contract at the Developer's direction, he having made no approach to procure it.

8.120 The Commission accepts much of this account, and qualifies its findings accordingly. It accepts that the engagement of ATOM was set in motion by the Developer's request and concluded directly between ATOM and the Developer; that the engagement of Pestea was temporary, was reimbursed, and discloses no benefit beyond remuneration; and that no service by

Wastea in connection with the development has been established, so that no finding adverse to Mr. Savy is made in respect of Wastea. As to H. Savy Insurance, the Commission accepts that Mr. Savy's interest is indirect, arising through his shareholding in Corvina, and that the nomination of the company was made by the Developer's underwriters rather than procured by him; it accordingly makes no finding that Mr. Savy directed, procured or arranged the insurance nomination, and qualifies the description of that engagement in its findings to reflect the indirectness of his interest and the absence of any act of procurement on his part.

8.121 None of this, however, displaces the narrower finding the Commission does make. The duty under the Public Officers' Ethics Act 2008 to avoid, to declare and to be recused from a position in which personal interest may conflict with official duty attaches to a direct and to an indirect interest alike; and disclosure to the Developer's representative is not the disclosure the Act requires, which is disclosure to, and recusal before, the body whose interests the officer serves. The finding the Commission maintains is therefore not that any decision was corruptly influenced or that any advantage was procured for Mr. Savy, neither of which it finds, but that, holding family connections to, or an indirect interest in, entities engaged upon the works, he neither disclosed those interests to the Board of IDC nor recused himself from the decisions in which they were engaged.

8.122 As to the engagement of ATOM in advance of the Sublease, Mr. Savy submitted that the airfield works were separated out and progressed ahead of the hotel project at the Developer's request and for sound commercial reasons, the Developer wishing to fly to Assomption during the design phase; that no risk attached to IDC, the cost being borne by the Developer and the completed airfield vesting in IDC regardless of the outcome of the Sublease negotiations; and that the early commencement reflected that commercial logic rather than any pre-positioning of the transaction. The Commission accepts that, viewed in isolation, the timing of the runway works admits of the commercial explanation Mr. Savy advances, and it has recognised elsewhere in this Chapter that the runway contract was, on its own terms, advantageous to IDC. It does not accept, however, that this displaces its finding that the transaction was settled in advance of its formal processes, a finding that rests not upon the timing of the runway works but upon the wider evidence, examined in Chapter II, that the Developer was identified and in substantive contact with IDC concerning the terms of the draft sublease before the expression of interest had closed. The Commission accordingly no longer treats the timing of the ATOM engagement as itself probative of pre-positioning, but maintains the finding of pre-positioning upon that broader evidence.

8.123 As to disclosure, Mr. Savy accepted that neither family connection was the subject of a formal, minuted declaration to the Board, and that the procedure contemplated by the Public Officers' Ethics Act 2008 was not followed; but he submitted that the relationships were known to the Board and to the public throughout, so that the omission of a formal declaration ought not to be characterised as concealment, still less as concealment actuated by bad faith. The Board of IDC confirmed in its own letter that it was aware of the conflicts, even though formal disclosure was not proffered. The Commission accepts that submission. Its finding is, and is only, that Mr. Savy failed to make the formal disclosure, and to effect the recusal, that the Act required; it makes no finding that he concealed the relationships, which were known, and no finding that his omission was dishonest or made in bad faith.

8.124 As to the question of benefit which the Commission has been unable to resolve, and the referral to which it gives rise, Mr. Savy submitted that, the Commission having found no illicit payment, no improper benefit and no personal enrichment, an adverse finding ought not to rest upon an inability to exclude every theoretical possibility of wrongdoing; that, having cooperated fully and having been available throughout, the proper course, if any matter remained unclarified, was to recall him, which was not done; and that a referral should be founded upon evidence affording a reasonable basis for suspicion, and not upon the absence of evidence of innocence. He invited the Commission to withdraw both the unresolved finding and the contemplated referral.

8.125 The Commission has reconsidered the matter in the light of these submissions. It records, and accepts without qualification, that Mr. Savy cooperated fully with the inquiry, attended when requested, answered the questions put to him, and produced what was asked of him; and it makes clear that it draws no adverse inference against him from the fact that its financial inquiry could not be completed. It does not accept, however, that the proper course was to recall him.

8.126 Having considered Mr. Savy's representations as a whole, the Commission has qualified its findings in the respects identified above. The findings it maintains against him are confined to his failure to disclose to the Board of IDC, and to recuse himself from, the engagements in which his family interests were concerned, and to his part in a transaction settled in advance of its formal processes; it makes no finding that any decision was corruptly influenced, that any advantage was procured for him, or that any illicit payment passed to him or to his family; and it repeats the matters recorded in his favour, namely that his evidence was substantially candid, that he resisted the diversion of the prepayment, that he declined an apparent inducement, and that he secured terms favourable to IDC.

8.127 The Board of IDC, in its written representations of 25 June 2026, addressed the institutional aspect of the conflicts of interest found in this Section, the representations of Mr. Savy himself having been considered above. The Board did not dispute that Mr. Michel Savy is the son, and Mr. Stephan Dupouy the stepson, of the former Chief Executive, or that those relationships were known to the Board and were a matter of public knowledge in Seychelles; and it accepted, candidly, that the formal disclosure and recusal procedures applicable to the former Chief Executive were not observed in the manner that good governance required, while declining to suggest that public knowledge of a relationship substitutes for formal compliance. As to the runway extension, the Board submitted that its records indicate that ATOM Engineering, the firm in which Mr. Michel Savy holds an interest, was engaged directly by the Investor, IDC being no party to the procurement or the contractual terms, and that the runway works were funded by the Investor and remain IDC's property, no cost or exposure arising to IDC. As to Pestea, the Board submitted that any engagement by IDC was short-term, undertaken on behalf of and at the request of the Investor, and reimbursed by the Investor, with no benefit accruing to IDC or to any connected party. As to insurance, the Board submitted that, while the civil contract as executed named H. Savy Insurance as the local claims handler under the Developer's global policy, that arrangement was subsequently varied by the Developer, and SACOS is now recorded as the insurer of the project; that IDC's records disclose no involvement, instruction or input on its part in either the original nomination or the substitution; and it produced, in support, the policy documentation identifying SACOS as the insurer. The Board emphasised that the Commission has made no adverse finding against the present officers of IDC, who have cooperated fully throughout.

8.128 These representations are, in large measure, consistent with the conclusions the Commission has already reached upon Mr. Savy's own representations, and they corroborate them from the documentary record of the corporation. The Commission has accepted that ATOM was engaged at the Developer's instance and concluded directly between ATOM and the Developer, IDC being neither a party nor liable for the cost; that the engagement of Pestea was temporary and reimbursed, and discloses no benefit beyond remuneration; and that the nomination of H. Savy Insurance was made by the Developer's underwriters rather than procured by Mr. Savy. The policy documentation now produced establishes a further matter material to the finding: that the insurer of the Contractor's All Risk policy for the project is SACOS, the insured being the Developer's contracting entity, and that the cover was placed by the Developer's interests. The Commission accepts that documentation. It follows that H. Savy Insurance is not the project insurer, and that no interest connected with the former Chief Executive holds, or

stands to benefit from, the project insurance; and the Commission qualifies its finding to record that position, which is favourable to the Company and to Mr. Savy alike.

8.129 The substitution of SACOS does not, however, displace the narrower finding the Commission maintains. The finding is directed at the position at the point of contracting, when the civil contract as executed named a Savy-connected interest to handle the local claims, without the disclosure to the Board, and the recusal, that the Public Officers' Ethics Act 2008 required; and the Board has itself conceded that those formal procedures were not observed. That a later variation, effected by the Developer, removed the Savy-connected interest from the arrangement mitigates the consequence of the conflict, in that no such interest now benefits, but it does not cure the failure of disclosure and recusal at the time the contract was made.

8.130 As to the Board's submission that its own records disclose no benefit to IDC or to any connected party, the Commission notes it, and accepts it so far as the records of IDC extend. The Commission accordingly maintains its finding, as qualified above and in its consideration of Mr. Savy's representations, that the procurement and contracting of the works was attended by undisclosed conflicts of interest affecting the executive of IDC; and it repeats that it makes no adverse finding against the present officers of IDC, whose full cooperation it has recorded.

I. The foreign travel of the President: the undocumented visits to the United Arab Emirates and the Developer's hospitality abroad

8.131 In the course of its hearings, the Commission became aware of a feature of the conduct of the former President, Mr. Wavel Ramkalawan, which it could not ignore given the scope of the TOR of the Commission. It concerns a pattern of foreign travel by the former President that was frequent, undocumented, concentrated upon the United Arab Emirates, and undertaken in the company of his security officer alone and which fell within the period during which the Assomption transaction was before the Government for decision. The Commission examined these transactions for any connection with the Developer.

8.132 The Commission found that no single, reliable record of the President's foreign travel was kept. The lists held by the Ministry of Foreign Affairs and by the State House protocol service did not tally, and the only comprehensive account the Commission could obtain was the schedule of per diem claims compiled by the human-resources and finance function, since every journey, whatever its character, generated a claim for subsistence against public funds. Ms. Margaret Bonne, who maintained that schedule, confirmed that it was the most complete record available, and that

it included travel undertaken by the President in a personal capacity, accompanied only by his security and protocol officers.

8.133 That schedule, and the travel log placed before the Commission, disclose a remarkable frequency of travel and, within it, a marked concentration upon the United Arab Emirates: close to twenty visits to the Emirates across the years 2023 to 2025, the greater number of them annotated "with AB", an annotation the Commission understands, on the evidence of the security officer himself, to denote the President's security officer, Mr. Annill Bristol, who accompanied the President on those journeys (the "Undocumented Trips"). On the evidence of the protocol officers, the airfares and accommodation for these Undocumented Trips were not borne by the Republic but were met by a party abroad, understood by the State House protocol officer to be the host State. However, per diem amounts were claimed by the President and Mr. Bristol and were paid from Seychelles state funds.

8.134 The Commission heard evidence that a President's foreign visits are ordinarily arranged through the Ministry of Foreign Affairs of through the State House protocol office. For the visits arranged through the Ministry of Foreign Affairs there was, in each case, a note verbale recording the invitation and its purpose. For the visits arranged through State House there was, in several instances, no document of invitation at all. This included the Undocumented Trips.

8.135 The head of the State House protocol service, Mr. Jonathan Berlouis, testified that for the Undocumented Trips the President would simply call him in and tell him that he was going, usually to the United Arab Emirates. Mr. Berlouis confirmed that he neither booked the travel nor knew who had paid for it, the tickets and accommodation being already arranged; and that he did not know where the President went, or whether he travelled onward from the Emirates to anywhere else.[248]

8.136 The former Minister of Foreign Affairs, Mr. Sylvestre Radegonde, gave evidence to the same effect. He explained that, with "one country in particular among the friendly states of the region," there were visits of which not even the Minister of Foreign Affairs was informed; that the President would say only that he had been invited and that neither the Ministry nor its mission abroad was involved. He mentioned that he was aware that on one occasion the President travelled on invitation by the Royal Family. He, too, was unable to say where the President went on such visits, or whether the

[248] Testimony of Mr. Jonathan Berlouis at in camera sitting of 13 March 2026.

journey ended in the Emirates, there being no documentation by which it might be traced.[249]

8.137 The security officer, Mr. Annille Bristol, confirmed that he accompanied the President on the Undocumented Trips, the two of them travelling alone; that they stayed, on each visit to Abu Dhabi and Dubai, at the same hotel; and that the President was never, at home or abroad, without him, except on one trip when he attended training and the President was accompanied by another officer. He refused to provide details about where the President stayed in the UAE and the agendas of those trips. He drew a distinction, which the Commission accepts, between travel of a genuinely private character, for medical or family reasons, or simply to be out of the public eye, and travel undertaken to meet and to negotiate upon matters touching engagements in Seychelles.[250] He could not remember whether any or all of the Undocumented Trips presented to him were for legitimate Head of State purposes. The difficulty, for the Commission, is that the want of any documentation makes it impossible to know into which class a given visit fell, or whom the President met upon it. Mr Bristol admitted travelling with the President to Doha from the UAE on at least one occasion, however he was unclear about whether this was one of the Undocumented Trips.

8.138 What the testimony described, the Commission has been able to document. There has been placed before it a body of flight documentation for the President's foreign travel which, though it sheds no light upon the purpose of any visit, establishes beyond question both the fact of the travel and the manner of its arrangement. The tickets are, for the most part, for scheduled Emirates services between Mahé and Dubai, the President travelling in the first-class cabin and his companion in business; and the tickets and itineraries produced to the Commission record, for the years 2023 to 2025,[251] a succession of such journeys to Dubai: in 2023, in March, May, July, September and October; in 2024, in March, May, August, October and December; and, in 2025, in February, April, May, July and October, some fifteen return journeys in all. The documentation further records that the travel was not confined to the Emirates: a reservation in the name of the security officer evidences a stay of six nights at the Crowne Plaza Istanbul-Harbiye, in Türkiye, from 20 to 26 April 2023. Mr Rankalawan was vague about the purpose of these trips and confirmed that there were onward flights on some occasions after landing in Dubai, but he was not forthcoming as to where he went and for what purpose.

8.139 The significance of the documentation lies in who arranged, and bore the cost of, the travel. The tickets were not issued through the Seychelles

[249] Testimony of Mr. Sylvestre Radegonde taken virtually on 11 March 2026.
[250] Testimony of Mr. Annille Bristol at in camera sitting of 13 March 2026.
[251] Tickets produced by Mr. Ramakalawan to Commission.

Government or through any arrangement of the Republic. They were issued, in almost every instance, by Al Jaraf Travel and Tourism LLC, a company of Abu Dhabi whose address is given as the Royal Group Tower, Khalifa Park Area, and which describes itself on its own documentation as part of the PAL Group of Companies; on one occasion, in December 2024, by Bin Harmal Holidays, also of Abu Dhabi; and only upon the last journey of all, in October 2025, through a travel agent of Seychelles, Silverpearl Ltd. Save for that final instance, the travel of the Head of State of the Republic was thus arranged, and on the face of the documents paid for, by an interest abroad, and not by the State he led. That is to be set beside the understanding of the State House protocol officer, who had assumed the cost to be met by the host Government: the documentation does not indicate the source of the payment, only the booking agent for the trips.

8.140 The documentation identifies, too, the President's fellow travellers, and so confirms what the Commission had inferred from the annotation "with AB". On the great majority of these journeys his sole companion was Mr. Annille Bristol, his security officer, recorded on the tickets as Annille Jean Philippe Bristol; on one, in March 2024, it was another officer, Mr. Roger Julien Isaac; and on one, in August 2024, the President was accompanied by his wife, Mrs. Linda Eliane Ramkalawan, a circumstance consistent with the private character that he and Mr. Bristol attributed to that specific journey. Save for that exception, the pattern is uniform: the President and a single official, flying to Dubai and returning a few days later, upon tickets issued by a private company of the Emirates, the President in the first-class cabin throughout and Mr. Bristol in business class.

8.141 The Commission has reconciled that flight documentation against the per-diem schedule maintained by the human-resources and finance function, the result of which is set out in the table appended to this Chapter. The reconciliation confirms the substance of the testimony. It establishes sixteen documented journeys in the years 2023 to 2025, fifteen of them returns between Mahé and Dubai upon scheduled Emirates services, and one, in April 2023, to Istanbul; that for each the President drew a reduced subsistence allowance against the public funds of the Republic, supported in the documents before the Commission by a per-diem letter from the President's office and, in most instances, an accompanying request from the protocol service. It is significant that for none was any note verbale or other record of an official invitation or purpose disclosed, in contrast to the documented official missions, such as the visit to the IRENA Assembly of January 2023, which carried a note verbale and which the Commission has not included in the schedule. that the airfares were, in fourteen of the sixteen instances, issued by a private agency of Abu Dhabi (Al Jaraf Travel and Tourism LLC in thirteen, and Bin Harmal Holidays in one), and only upon

the final journey, after the presidency had ended, through an agency of Seychelles.

8.142 The Commission notes that upon the journey to Istanbul, the President drew subsistence of SCR 12,600 for six nights, more than the monthly minimum wage for Seychellois workers, in addition to his monthly salary and other benefits. The trip was vouched, on the documents, only by an hotel reservation in the security officer's name. The aggregate of the subsistence claimed upon the Undocumented Trips for which a per-diem letter was produced exceeds SCR 100,000, exclusive of a discrete "outfit allowance" of SCR 9,000 drawn in respect of the journey of July 2023. The schedule thus confirms the matter at the heart of the Commission's concern: that the cost of the President's presence abroad was met from a foreign source, while the cost of his subsistence (and that of Mr. Bristol's) upon the same journeys was, in every documented instance, transferred to the public purse. What was most perplexing for the Commission was that neither Mr. Bristol nor Mr. Ramkalawan retained a clear recollection of these undocumented trips or their purpose. This apparent amnesia invites suspicion.

8.143 The Commission draws no conclusion as to why any foreign party should have borne the cost of so many journeys by the President of Seychelles, for it has not been able to establish it. It records only that the repeated provision, to a serving Head of State, of first-class international travel by an undisclosed foreign interest, during the very years in which the Assomption transaction was before his Government, is a matter of evident concern. The Commission notes that the President nonetheless claimed subsistence allowance against the public funds of the Republic for these journeys, so that the Republic bore the cost of his maintenance upon travel arranged and paid for from abroad; that none of this is reflected in any declaration of benefits or interests of which the Commission is aware; and that whether the company which bore that cost was connected, directly or indirectly, with any interest having business before the Government is a question the Commission has been unable to answer, and which it refers, with the documentation, to the authorities able to pursue it, namely the ACCS and the FIU.

8.144 The Commission also notes a matter that directly affects the weight given to the former President's account of this travel. When these journeys were raised with him, Mr. Ramkalawan undertook, more than once and upon the record, to providing the Commission with the air tickets for the trips, the messages and correspondence through which he said the invitations had been made, and his bank statements for the years 2023 to 2025. He claimed this would demonstrate, as he put it, that the visits had no connection to any inducement or payments related to Assomption. The tickets and itineraries eventually obtained from Mr. Ramkalawan lacked any explanation as to why

they were paid for by foreign entities. With regard to the communications intended as evidence of the invitations, and the financial records meant to prove the innocence of the travel, the former President did not produce them, notwithstanding his undertaking, and notwithstanding the Commission's reminder that it could compel their production. Instead, he only provided a vague list of matters assigned to each trip, compiled by himself without supporting documents.[252] The Commission has not viewed this failure as proof of wrongdoing; it recognises that the burden of proof for any illicit benefit rests with the inquiry, not the witness. However, when a witness promises to produce the very documents that could justify their conduct, and then withholds them without explanation, the Commission is justified in drawing, and indeed does draw, the conclusion that the documents, if produced, would not have supported him. This does not automatically prove any illicit benefit occurred; nonetheless, it significantly undermines the former President's claim that the travel was entirely unrelated to the Developer. It also strengthens, rather than diminishes, the concerns the Commission has expressed.

8.145 Against that background, the Commission attaches significance to what the evidence disclosed of the State visit to the Maldives. The official luncheon of that visit was held at the Waldorf Astoria, a resort which the Commission found to be owned by the Assets group; the host, whom the delegation understood to have an interest in the resort, was Mr. Ramez Al-Khayyat, one of the two brothers behind OBIL, the very interest developing Assomption. The Commission was told that the delegation's stay in Maldives was extended and the Presidential entourage moved from Niva Kurumba to Waldorf Astoria Ithaafushi, the Developer's resort and stayed there for five nights.

8.146 According to the booking information on the website of the Niva Kurumba, a single night at the hotel costs between approximately USD 198, with its most expensive 2-bedroom villa costing USD 1500 for a couple, inclusive of breakfast and transfers.[253] The Waldorf Astoria Ithaafushi, by comparison, for a single night ranges from USD 2,947 for a single room to USD 29,108 for a three-bedroom beach villa.[254] These amounts are exclusive of food, transfers and taxes on the stay. The move of the Presidential entourage from Kurumba to Ithaafushi for five nights was a significant benefit to all present and had an estimated commercial value of, at a minimum, approximately USD130,000.[255]

[252] List produced by Mr. Ramkalawan of matters attended to by him during the unsubstantiated travel.
[253] Prices as advertised on the booking pages on https://www.nivakurumba.com/our-resort/ as at 6 June 2026.
[254] Prices as advertised on the booking page for https://www.hilton.com/en/hotels/mleonwa-waldorf-astoria-maldives-ithaafushi/ as at 6 June 2026.
[255] Calculated on the lowest rate (USD 2947) for 9 people for 5 nights. This excludes taxes, transfers and food.

8.147 Given the published rates of the resort, the stay was not a matter of mere courtesy: it was a considerable incentive. The accommodation of the entire Presidential entourage at Ithaafushi for multiple nights, at rates running from USD 2,947 to USD 29,108 per villa per night, represented hospitality of an altogether different order from that which it replaced, and it was conferred by the very interest whose Assomption proposal stood, at that moment, at the EoI stage. Whatever the delegation's understanding that the change of accommodation was a courtesy of the Maldivian Government, the resort was the Developer's, and the benefit of the stay was the Developer's to confer. The Commission accordingly finds that the stay at Ithaafushi bears, in substance, the character of an inducement, and counts it among the benefits established in this Part.

8.148 Taken with the matters found at Sections C, D and F above, the Commission has therefore identified four possible kickbacks within the meaning of the third limb of its ToR: the funding of the heritage-collection purchase, the funding of the Linyon Demokratik Seselwa youth event, the FIFA Beach Soccer contribution, and the stay at Ithaafushi. The source, destination, routing and beneficiaries of each are set out in Section K below. The Commission pressed the witnesses on whether the President had been taken, separately, to view a Rosewood resort, a development of the kind proposed for Assomption; neither the Foreign Minister nor the Foreign Affairs protocol officer had accompanied him to any such resort, and both accepted that, had he gone, it could only have been in the company of his own entourage, his security and protocol officers.

8.149 The Commission is conscious that a former Head of State is entitled, as any citizen is, to a private life, and that some of the travel in question was, on the evidence, of a wholly private character which the Commission respects and has not probed. It records, nonetheless, that the conjunction of features it has described leaves open an inference of impropriety which the Commission has been unable, on the evidence before it, either to confirm or to dispel. Tthe volume of the President's travel to the Emirates(and/or onwards to another destination), the absence within the official record of any account of its purpose or destination, the meeting of its cost by an undisclosed foreign interest rather than by the Republic, the absence of any record of where the President went or whom he saw, the Developer's hospitality to him at the Developer's own resorts during the very period the Assomption transaction was at EoI stage, and the impossibility, on the material available, of excluding undisclosed contact between the Head of State and the Developerleaves the inference of impropriety open and it does not close it either way. The Commission refers the matter, with the travel records and the testimony it has gathered, to the authorities in whom alone resides the power to obtain the travel, financial and communications records by which it might be resolved.

8.150 Mr. Ramkalawan produced his bank records in Seychelles and the UK, but these do not match the declarations he made to the Anti-Corruption Commission on an annual basis. Some matters relating to these funds remain unexplained. Similarly, bank records and a profile of Mr. Annille Bristol obtained from the Seychelles police are concerning and merit further investigation.

8.151 Mr Ramkalawan was afforded an opportunity to respond to these findings and by letter dated 26 June 2026 elected to refrain from response.

8.152 The Developers' letter dated 26 June 2026 did directly address this matter, noting that the President's visit formed part of an official State Visit undertaken at the invitation of the President of the Maldives. The Commissioner's response is recorded in Chapter VII part (H), that the meeting whether anticipated or fortuitous, and the accommodation of the Presidential entourage at the Developer-owned resort during the expression of interest is a benefit the character of which is not displaced by the label of customary hospitality.

J. The limits of the Commission's financial investigation

8.153 An inquiry into whether undue payments or illicit benefits were made in connection with a transaction of this kind cannot be completed by documentary and oral evidence alone within a 6-month mandate. It requires access to financial intelligence: to the bank records of the persons and entities concerned, to their financial profiles, and to any reports of suspicious activity that the regulated sector may have filed. The Commission accordingly sought the assistance of the Anti-Corruption Commission of Seychelles, established under the Anti-Corruption Act 2016, and of the Financial Intelligence Unit, in obtaining and analysing that intelligence in respect of the politically exposed persons and entities relevant to its inquiry.

8.154 The FIU undertook to assist the Commission. In the event, it was never able to provide the financial profiles, the banking records, the suspicious-transaction reports, or the communications data that the Commission required, and which it understood it had undertaken to furnish. The Commission attributes this not to any want of good faith but to a want of the resources and the capacity that the exercise demanded. The consequence, however it is to be explained, is that the financial and intelligence dimension of the Commission's inquiry could not be undertaken with the appropriate rigour, and that the questions of benefit identified in the preceding sections remain, for that reason, unresolved.

8.155 The Commission records, in fairness to the present management of the IDC, a respect in which it received full and unhesitating cooperation. Mr. Cyril Bonnelame and Mr. Christian Lionnet made available to the Commission

the computers and electronic mail of the corporation for examination, without reservation. The Commission, assisted by the digital-forensic personnel of the Anti-Corruption Commission of Seychelles, was able to retrieve and to examine much of that material, although this document review was restricted by the Commission's limited time and resources. That examination disclosed no undue payment, kickback or other illicit benefit.

8.156 The Commission attaches weight to this, both as a measure of the candour of the corporation's present officers and as a matter properly to be set against the suspicions canvassed before it. It does not, however, dispose of the questions left open in this Part. The records that alone could resolve them, namely the banking records and financial profiles of the politically exposed persons and entities concerned, and the complete contract files and quantity-surveying certificates of the works, lay for the most part outside the corporation's own electronic systems, and were, for the reasons already given, never obtained. The absence of any trace of an illicit payment within the systems to which the Commission was given access is therefore reassuring as far as it goes; it does not extend to the financial intelligence the Commission was unable to secure.

8.157 To this must be added a further and material gap. The financial position of IDC, and the application of the funds it received under the Sublease and the associated contracts, could be established with confidence only by reference to a completed audit of the corporation. The audited financial statements of IDC for 2024/2025 had not been finalised; the forensic review that the Commission was told had been commissioned from PwC was not produced to it; and a further audit of IDC, expected by the end of March 2026, did not materialise and had not been received by the Commission at the date of this Report. The Commission records this expressly, rather than allow its silence to be taken for a clean bill: its examination of the financial position of IDC, and of the application of the Sublease funds, is to that extent incomplete.

8.158 It follows that the absence of a finding of illicit benefit in the matters addressed in this Part is not to be read as a finding that none was made. It is, in part, the consequence of the Commission's having been ill-suited by design and unable through cooperation with external partners to obtain the financial intelligence and the audited accounts on which such a finding would have had to rest. The Commission recommends, in Part VI, that the financial and intelligence investigation it was unable to complete be carried out by the authorities equipped to conduct it, and that the outstanding audit of IDC be completed and produced.

8.159 The Board of IDC, in its written representations of 25 June 2026, offered three clarifications. As to the financial statements, it submitted that the statements for the relevant period had been completed and reviewed by Pool

& Patel, but that the former Board responsible for signing them off had not done so, with the consequence that their finalisation was delayed, a delay not attributable to the present Board or management. As to the PwC engagement, it submitted that the Commission had mischaracterised the work: PwC had been engaged not to conduct a forensic review of the former Chief Executive's conduct specifically, but to undertake a broader inspection of IDC's operations and affairs in accordance with the scope set out in its letter of engagement, which the Board produced; that PwC had made a presentation to the Board which, the Board submitted, contained no adverse findings, and which it also produced; and that the written report of PwC was awaited and would be furnished to the Commission upon receipt. The Board further submitted that there had been no separate future audit, and that the audit referred to in the Notice was the PwC engagement so described.

8.160 The Commission accepts, and records in fairness to the present management, that the financial statements were prepared and reviewed by Pool & Patel, and that their finalisation was delayed by the failure of the former Board to sign them off, a delay for which the present Board and management bear no responsibility. It accepts, too, upon examination of the letter of engagement of 20 June 2025, that the PwC engagement was broader than a review of the conduct of the former Chief Executive: it was an independent forensic exercise into the financial and managerial practices of IDC and three of its related entities, namely Green Island Construction Company, Green Tree Investment Company Limited and Paradise Marine, for the period 1 January 2022 to 31 December 2024. The Commission amends its description of the engagement to that extent.

8.161 Those clarifications do not, however, displace the substance of the finding, and in three respects the documents produced confirm rather than answer it. First, the PwC engagement is not an audit. Its letter of engagement provides, in terms, that the work will not constitute an audit conducted in accordance with auditing standards, and that PwC will express no opinion upon the financial statements; the Board's submission that the audit referred to in the Notice was the PwC engagement cannot therefore be accepted, for the engagement is not, and does not supply, the audited accounts whose absence the Commission recorded.

8.162 Secondly, the engagement is confined to the period ending 31 December 2024, whereas the USD 20 million premium and the associated contract payments with which the finding was concerned were received in 2024 and 2025, so that the application of those funds falls substantially outside the period PwC was engaged to examine; and the engagement extends to IDC and the three named subsidiaries, not to the Assomption transaction or to the Sublease proceeds as such.

8.163 Thirdly, the written report of PwC has not been produced; what exists, at the date of this Report, is a presentation only, dated 14 May 2026, which states upon its face that it is not an audit or assurance engagement, that its authors have not verified the information provided to them, and that it rests upon information made available only to 13 May 2026.

8.164 The Commission is, moreover, unable to accept the Board's characterisation of that presentation as one containing no adverse findings. The presentation identifies, on the contrary, a series of deficiencies in the governance and financial control of IDC: the absence of any risk-management framework and of an internal-audit function; core procurement, finance and project manuals that are undated, unsigned and not approved by the Board; requests for quotation and three-quote requirements that are not applied in all cases, with some procurement occurring outside the standard process; payments that, in certain cases, exceeded purchase-order or contract values, and advances that were duplicated; an over-reliance upon cheques, with bank narratives and supporting documentation that do not identify the underlying party or purpose; and projects that commence before the governing contract is executed or the designs are finalised, with consultants and key suppliers frequently appointed by direct selection and with limited evidence of documented evaluation. These are not the absence of adverse findings. They are, in substance, observations of weakness in the very systems of financial control, procurement and project governance with which this inquiry has been concerned, and several of them corroborate matters found elsewhere in this Report.

8.165 The Commission accordingly qualifies its finding to record that the PwC engagement was broader than a forensic review of the former Chief Executive, being an inspection of the practices of IDC and its related entities for the years 2022 to 2024, and that the delay in finalising the 2024 financial statements is attributable to the former Board and not to the present management. It maintains, however, the substance of the finding: that the audited financial statements were not finalised; that the PwC engagement is not an audit and does not establish the application of the funds received under the Sublease; that the written forensic report had not been produced; and that, in consequence, the Commission's examination of the financial position of IDC, and of the application of the Sublease funds, remains incomplete. The Commission welcomes the Board's undertaking to furnish the PwC report when received, and commends the governance and control deficiencies identified in the presentation, with this Report, to the present Board and to the oversight authorities; and it maintains its recommendation that the outstanding audit of IDC be completed and produced, and that the financial and intelligence investigation which the Commission was unable to complete be carried out by the authorities equipped to conduct it.

8.166 The Commission has been unable to resolve questions of financial probity that ought not to rest unexamined. They were the financial profiles, the banking records and the suspicious-transaction reports of the entities and individuals concerned, which the Financial Intelligence Unit undertook but failed to furnish, and the external audit of IDC, which was not completed. The Commission makes no finding that any illicit payment or improper benefit passed to Mr Savy or to his family, or any other members of the executive of IDC, and it does not refer them as persons suspected of wrongdoing. What it refers, and all that it refers, is the completion of the financial investigation that it was itself unable to undertake, namely the obtaining and analysis of the records that the Financial Intelligence Unit did not provide, so that a question of public importance which the Commission was prevented from resolving is not left permanently unexamined. The question the Commission has been unable to resolve, and has referred, is not whether IDC's own records disclose a benefit, but whether, upon the banking and financial records of the entities and individuals concerned, which were not obtained, any benefit beyond proper remuneration passed. That question remains for the authorities to whom it is referred.

K. Source, destination, routing and beneficiaries of the benefits found

8.167 The fourth limb requires the Commission, in respect of any illicit benefit found, to establish its source, destination and routing, and to identify those who solicited, received or benefited from it. The Commission has found four illicit benefits established: the funding of the heritage-collection purchase, the funding of the LDS event, the FIFA sponsorship by Assets, and the stay of the Presidential delegation at the Waldorf Astoria Ithaafushi. It sets out the particulars of each so far as the evidence permits.

8.168 As to the 'heritage-collection' purchase: the source of the funds was the Developer; the funds were provided by way of a credit line to enable a bid at a United Kingdom auction house; the destination was the purchase of the collection of Seychellois heritage material, intended for donation to Seychelles; the benefit was solicited by Mr. Bernard Georges, who approached the Developer for the funding after an unproductive approach to Nouvobanq; and the persons who benefited were, in form, the heritage body (described in Mr. Georges's later written account as the Seychelles Society) on whose behalf the bid was said to be made and, in substance and as to reputation and the appearance of obligation, Mr. Georges himself in the offices he then held. The precise routing of the funds, whether disbursed directly to the auction house, through the heritage body, or otherwise, was not fully established on the evidence, and the Commission recommends that it be ascertained by the competent authorities.

8.169 As to the LDS event: the source of the funds was OBIL/Assets; the routing was through an invoice raised by L'Escale Resort, Marina and Spa (a property managed by Assets) for the event held there, in the sum of EUR 11,825.25 billed to and to be borne by OBIL/Assets ; the destination was the discharge of the cost of the LDS youth-mobilisation event of July 2025; and the beneficiaries were the Linyon Demokratik Seselwa as the party on whose behalf the event was held, and, among its candidates, Mr. Ramkalawan, presidential candidate, Mr. Bernard Georges as candidate for the Mamelles electoral area, all persons with whom the Commission engaged. The arrangement was, on Mr. Al Salihi's account, effected by him on the Developer's initiative; the Commission has treated that account with caution. The benefit came to light only through the Commission's inquiry of L'Escale.

8.170 As to the FIFA Beach Soccer contribution: the source of the funds was Assets Real Estate Development of Lusail City, Doha; the routing was by SWIFT remittance of 5 May 2025, through Doha Bank and Crown Agents Bank of London, to the Central Bank of Seychelles, into a special account opened for the purpose and thence into the Consolidated Fund, the advice describing the remittance as a payment for "copyrights services"; the destination was the funding of the thirteenth edition of the FIFA Beach Soccer World Cup, of which USD 250,000 was applied, by a sub-agreement procured afterwards between FIFA and Assets, to the sponsorship rights, and the balance of some USD 2.75 million to the Government's own cost of hosting the tournament; the benefit was solicited by the then President, Mr. Ramkalawan, at a dinner provided by the Developer at L'Escale; and the beneficiaries were the Government, whose hosting cost was thereby defrayed, and Mr. Ramkalawan himself, to whose initiative the contribution was applied and who announced the donation in his State of the Nation Address.

8.171 As to the stay at Ithaafushi: the source of the benefit was the Developer interests, the Waldorf Astoria Ithaafushi being owned by the Assets group of Mr. Ramez Al-Khayyat; the benefit was conferred in kind, by the extension of the delegation's stay in the Maldives and the accommodation of the entire Presidential entourage at the resort for multiple nights in June 2023, during the currency of the EoI; its value, by reference to published rates of between USD 2,947 and USD 29,108 per villa per night, exclusive of food, transfers and taxes, was substantial, and exceeded by an order of magnitude the cost of the Kurumba accommodation it replaced; the beneficiaries were Mr. Ramkalawan and every member of the delegation present; and the routing of the benefit, in particular the identity of the party who in fact bore the cost of the stay, the delegation having understood the change of accommodation to be a courtesy of the Maldivian Government while the resort was the Developer's own, was not established on the

evidence, and the Commission recommends that it be ascertained by the competent authorities.

8.172 The Commission records that its inquiry in this respect was constrained by the international character of the corporate structure, the location of the principal corporate actors outside the jurisdiction, and the limits of the Commission's investigative reach in respect of foreign banking and corporate records.

8.173 By letter of 19 June 2026 the Commission gave the Developer interests, namely OBIL and the Assets Group and PIH with which it is associated, notice of the potential adverse findings it was minded to make against them, identified the substance of the evidence upon which each rested, and afforded an opportunity to respond before any such finding was finalised. The Developer made written representations, signed by Mr. Ammar Hilal and received on 25 June 2026, which the Commission has considered, in their entirety and in relation to each of the matters put to it, before settling the findings recorded in this Report. The Commission records its consideration of those representations, and their effect upon its findings, as follows.

8.174 As to the strategy of pre-positioning, the Developer submitted that its visits to Coetivy and Assomption in April 2023 were preliminary feasibility assessments of a kind it undertakes routinely across the jurisdictions in which it operates; that its participation in the expression of interest was conducted exclusively through the official procedures of IDC and upon the same footing as any other interested party; that it first accessed the expression-of-interest documents through the IDC website on 3 June 2023 and received them from Mr. Savy by email on 6 June 2023, consistent with its position as a prospective investor; that it neither sought nor arranged any meeting with the Former President, any interaction in the Maldives having occurred at the initiative of the President of the Maldives and his office; that the accommodation of members of the Seychelles delegation at the Waldorf Astoria Ithaafushi formed part of the customary hospitality of the State Visit and was neither requested by nor initiated at the request of the Developer; and that it had no knowledge of, or involvement in, the agreement with the Island Conservation Foundation.

8.175 The Commission accepts that the date of the Developer's formal receipt of the expression-of-interest documents does not, of itself, establish preferential access. But the finding of pre-positioning does not rest upon the date of formal receipt; it rests upon the wider evidence, examined in Chapters II and VII, that the Developer was identified, was in substantive contact with the then Chief Executive concerning the terms of the transaction, and was accommodated upon terms touching the Former

President, during the currency of a process competitive in form only. The Developer's denial that it sought the meeting in the Maldives is met by the Commission's finding, recorded in Chapter VII, that the meeting was anticipated rather than fortuitous; and the accommodation of the Presidential entourage at the Developer-owned resort during the expression of interest is a benefit the character of which is not displaced by the label of customary hospitality. The Commission accordingly no longer treats the Developer's formal access to the documents as itself probative of pre-positioning, but maintains the finding of pre-positioning upon that broader evidence.

8.176 As to the funding of the heritage-collection purchase, the Developer submitted that the collection of Seychellois heritage material was acquired solely to preserve and safeguard an important part of the nation's cultural heritage; that the acquisition was made following a request communicated by Mr. Bernard Georges and was neither intended to confer, nor did it confer, any personal benefit upon him or upon any other person; that it took place after the Project had been awarded and the Sublease executed, so that it could not have influenced the award; and that the collection has been delivered to and placed in Seychelles for the benefit of its people. The Commission accepts that the collection was acquired for the purpose of preservation and has been donated to Seychelles, and it repeats that it makes no finding that Mr. Georges, or any other person, received any pecuniary benefit from the acquisition, the influence the Commission has found being political and not pecuniary. It does not accept, however, that the timing of the acquisition answers the finding. The finding is not that the funding procured the award of the Sublease, which had by then been executed, but that the Developer conferred a benefit, at the solicitation of a public office-holder then exercising functions touching its project. That benefit was of a kind that created the appearance of conferring upon the solicitor a benefit of standing in the offices he then held. The project, with its planning, environmental and permit decisions still to come, was not concluded by the execution of the Sublease. The Commission accordingly maintains the finding that the request ought not to have been made of the Developer by Mr. Georges even though no personal pecuniary benefit to Mr. Georges has been found.

8.177 As to the FIFA Beach Soccer contribution, the Developer submitted that the contribution of USD 3 million was a public sponsorship requested by the Government of Seychelles, processed openly through official channels and remitted through the Central Bank of Seychelles into the Consolidated Fund; that the fact that it exceeded the amounts contributed by other sponsors does not, of itself, support any inference that it was intended to influence governmental decisions; and that, as one of the largest foreign investors in Seychelles, it considered it appropriate, in good faith, to support

an event of national and international importance. The Commission accepts, and has recorded, that the contribution was routed openly through the Central Bank into the Consolidated Fund, that a portion was applied to the sponsorship rights and the balance to the Government's own cost of hosting the tournament, and that the bare disparity between the contribution and the standard sponsorship is not, taken alone, decisive of its character.

8.178 The Developer's own account confirms the matter upon which the finding turns: that the contribution was solicited by the Government, an account consistent with the Commission's finding that it was solicited by the then President at a dinner provided by the Developer, and made during the very period in which the Developer's Assomption interests were before the Government for decision. It is the conjunction of the solicitation, by the office-holder whose favour was material to the outcome of the Project, with the timing and the magnitude of the contribution that gives it, in substance, the character the Commission has found. The Commission maintains the finding, qualified to record the open routing of the funds and their application in part to a public purpose.

8.179 As to the funding of the LDS youth-mobilisation event, the Developer submitted that there was no prearrangement; that the invoice was raised only after the event had taken place; that no payment was requested or agreed in advance; that any consideration of meeting the cost arose only after the event had concluded; and that, in any event, the invoice has not been paid by the Developer to date. This has been fully dealt with in Chapter VIII in this report. The Commission notes, that the benefit of the LDS event was enjoyed by the LDS and that it has not paid for the event to date. The Commission reiterates its finding that the payment for the event ought to have been borne by LDS, not the Developer, and that to the extent that this was offered by the Developer this was incorrect, and to the extent that it was requested, or arranged and enjoyed by LDS, that too was improper.

8.180 As to the pre-Sublease funding of the runway extension, the Developer submitted that it commenced the runway works following IDC's letter of 23 August 2023 notifying its intention to award the Project, which expressly contemplated that the Developer would bear the cost of upgrading the airfield; that, while that letter was not a final award, it provided a clear indication that IDC intended to proceed with the Developer as the preferred developer; that the early commencement of the works was a commercial decision, driven by the time-sensitive nature of a large infrastructure project and taken in the acceptance that the Project might yet not proceed; that the works were undertaken with regulatory oversight; and that it is common industry practice for developers to incur substantial enabling costs in anticipation of implementation. The Commission accepts that the intention-

to-award letter of 23 August 2023 contemplated the Developer bearing the cost of the airfield, and that, viewed in isolation, the early commencement of the works admits of the commercial explanation the Developer advances; it has recognised elsewhere in this Report that the runway contract was, on its own terms, advantageous to IDC. It does not accept, however, that this displaces the finding. The finding rests not upon the commercial logic of the works but upon the fact, found established upon the wider evidence examined in Chapter II, that the Developer advanced some USD 11.873 million towards the upgrading of State infrastructure nearly a year before it held any legal right to develop Assomption, in circumstances in which the parties treated the development as settled long before the Sublease was executed. The Commission accordingly no longer treats the runway expenditure as itself probative of inducement in isolation, but maintains, upon that broader evidence, its finding that the advance contributed to the disposition it has found.

8.181 As to the hospitality extended to the Former President and to other officials, the Developer submitted that the occasions at L'Escale were informal and customary, consisting of ordinary business meals at which no accommodation or other significant benefit was provided; that such hospitality was neither excessive nor unusual and was consistent with standard stakeholder engagement; that at no stage was it provided in exchange for, or to influence, any governmental decision; and that the accommodation in the Maldives formed part of an official State Visit undertaken at the invitation of the President of the Maldives.

8.182 The Commission accepts that an individual business meal is an unremarkable incident of a major development, and it makes no finding that any single dinner was, in itself, improper. But the finding is not directed at any meal taken in isolation; it is directed at the cumulative pattern of hospitality extended during the periods in which decisions touching the development were before the Government, at the discussion of the development with the Former President and with Mr. Georges on those occasions, and at the accommodation of the Presidential entourage at the Developer-owned Waldorf Astoria Ithaafushi during the expression of interest, a benefit considered under the first head above and in Chapter VII. So directed, the finding is not answered by the characterisation of the dinners as ordinary business meals, and the Commission maintains it, qualified to record that it makes no finding that any individual occasion of dinner at L'Escale was, of itself, improper.

8.183 As to the want of candour, the Developer submitted that the chronology does not support any inference of an intention to conceal the London meeting; that the meeting was not put to Mr. Al-Salihi in his oral evidence of 16 March 2026, so that he had no opportunity to address it then; that, when the

Commission raised the matter by letter of 24 May 2026, he responded promptly and substantively on 25 May 2026; that the meeting was an incidental and purely social occasion in the presence of Mrs. Georges, without official discussion; and that at no stage did he refuse to answer the Commission's questions or decline to cooperate. The Commission has reconsidered this head with care. It accepts, and records, that Mr. Al-Salihi answered the Commission's interrogatory of 24 May 2026 promptly, on oath and in substance, and that he cooperated with the inquiry in that respect; and to the extent that the finding might be read as imputing to him a refusal to answer, or a failure to respond, once the matter was formally put to him, it is qualified, for no such refusal occurred.

8.184 As to the workforce arrangements, the Developer submitted that the involvement of UCC was not concealed; that it openly sought approvals for UCC personnel through official channels, submitting applications and supporting documentation to the competent authorities; that those applications were rejected on the footing that IDC was the designated main contractor under the Sublease; that IDC thereupon facilitated the issuance of permits so that the works might proceed; and that, the applications having been openly made and refused, the authorities were aware of UCC's intended role, so that no concealment can be said to have occurred. The Commission accepts much of this account, which is consistent with the position it has already reached upon the representations of IDC. It accepts that UCC sought registration in Seychelles in order to apply for permits in its own right; that the routing of the workforce through IDC followed the designation of IDC as the contractor on record rather than any stratagem of the Developer's devising; and it has already clarified, in Chapter IV, that the word "concealed" describes the effect of the arrangement upon the Ministry's records, which disclosed one employer where there were in truth two, and imports no finding of deliberate deception. The Commission repeats that clarification in the Developer's favour, and makes no finding that the Developer set out to deceive the approving Ministry. It maintains, however, the finding so understood: that, whatever its origin, the arrangement left the Ministry's records disclosing IDC as the sole employer of a workforce in truth engaged by UCC, with the consequences for legal responsibility recorded in Chapter IV.

8.185 As to the project value, the Developer submitted that the total value of the Project exceeds USD 215 million, of which approximately USD 40 million was allocated to IDC for civil and structural works and approximately USD 175 million to UCC and other specialist contractors for finishing works, specialist installations, fit-out and furniture, fixtures and equipment; that the contract awarded to IDC was therefore only a defined portion of the whole, and that the difference between that portion and the total does not imply that value was improperly diverted; that UCC Seychelles is

incorporated and tax-resident in Seychelles and subject to corporate income tax there; and that the contracts were entered into on arm's-length terms, the remuneration corresponding to the functions performed. The Commission records these figures, which are new, and observes that they do not dispel the concern it has identified but rather confirm its premise: that the greater part of the value of the development, now put by the Developer at some USD 175 million, flowed not to the State-owned company that holds the Headlease and the civil contract but directly to companies affiliated with the Developer. Whether the aggregate of those contracts genuinely amounts to the figures represented, whether the dealing between the affiliated entities was truly at arm's length, and whether the income arising was properly brought to account for Seychelles taxation, are the very questions the Commission has been unable to resolve and has referred to the competent financial authorities; the Developer's assertions of arm's-length dealing and of tax residency are matters for those authorities to examine, and not matters the Commission is in a position to determine. The Commission accordingly records the Developer's figures and its assertions, and maintains, so qualified, the referral of the project-value and transfer-pricing question for examination by the competent financial authorities.

8.186 As to the "looked after" enquiry, the Developer submitted that it has no record of any such statement having been made, and that any interaction concerning stakeholder management or project facilitation must be understood in the context of routine practice associated with major developments. The Commission notes the Developer's denial. The finding on this head rests upon the evidence of Mr. Savy, given on oath, that at the first meeting in 2023 Mr. Ramez Al-Khayyat enquired of him whether there was anybody who would have to be "looked after", an enquiry Mr. Savy refused in terms; and the Commission, which found Mr. Savy's evidence substantially candid, accepts that the enquiry was made and refused. The finding is, however, and remains, a limited one. The Commission has recorded, and repeats, that the enquiry, as put and refused, establishes no more than that the matter was raised on the Developer side; it does not establish, and the Commission does not find, that any payment of the kind the enquiry contemplated was ever made, solicited or agreed. So confined, and with the Developer's denial recorded, the Commission maintains its finding.

8.187 Having considered the representations of the Developer as a whole, the Commission has qualified its findings in the respects identified above, and it records, in fairness, the matters that tell in the Developer's favour: that its formal access to the expression-of-interest documents was not preferential; that the L'Escale invoice for the youth event is, on its account, unpaid; that it openly sought permits for the UCC workforce, which were refused; and that UCC Seychelles is a Seychelles-incorporated and tax-resident entity.

The Commission repeats, as it recorded in giving notice of these matters, that it does not find that the Developer paid any specific bribe, kickback or secret commission to procure the grant of the Sublease or the permissions, and it records the denial on oath of Mr. Abid Butt that any inducement or bribe was paid. The influence the Commission has found established was by the executive and was political in character, and not pecuniary. The findings the Commission maintains against the Developer interests are confined to the matters set out above and in the Chapters to which they relate, namely a strategy of pre-positioning; the conferring of a series of benefits upon, or at the solicitation of, public office-holders during the currency of the project; and the irregularities in the workforce arrangements and the project-value allocation that it has referred to the competent authorities for examination.

PART V — CONCLUDING FINDINGS

8.188 Drawing together the analysis in the preceding Parts and the Report of the Commission as a whole, the Commission makes the following concluding findings on the transparency, legality and financial probity of the Assomption transaction and of the developments to which it gave rise.

8.189 First, the Commission finds that although the formal procedures for granting the Sublease, the related planning and ancillary permissions, and the Gainful Occupation Permits, were generally followed, significant concerns arose regarding the fairness, transparency, and legality of the processes in practice. The principal deficiencies identified include: an EoI that was competitive in form but not in substance; the preparation and issuance of key instruments, namely the draft lease, the runway extension, the offer, the lease and sublease express a sequence reflecting arrangement settled in advance; the misclassification of the runway EIA and the opacity of the runway authorisation process; the procurement of the NOA through executive intervention; the departure of the statutory sequence for the sand-extraction permit; and the expedition of the June 2025 tranche of GOP approvals under executive direction, together with the concealment of the true employer of part of the workforce. The Commission further finds that these irregularities resulted from executive and political pressure coupled with weaknesses in the independence of the relevant regulatory institutions, rather than from corruption.

8.190 Secondly, the Commission finds, in consequence, that the terms of the sublease secured were not rigorously tested with the rigour that a transaction of this magnitude and permanence demanded, to ensure that they serve the best financial interests of the Republic Even though the headline rent in the sublease itself was not found to be undervalue. The fair market value for the Sublease was never established by any process capable of demonstrating it. The headline rent of USD 2 per square metre was fixed

without any independent valuation, by reliance on a valuer who was conflicted. Additionally, the Commission finds that the USD 20 million prepayment was in law a capital premium with fiscal consequences that were not recognised at the time; that the civil contract left IDC with an unremedied contingent exposure of some USD 4 million; that consideration of great value, including the runway upgrade, was left unwritten and unregistrable; and that the allocation of the bulk of the project value to the Developer's own affiliates, , diminished the value the Republic could capture and verify.

8.191 Thirdly, the Commission finds that four undue and illicit benefits, being the four possible kickbacks identified by the inquiry, were conferred by the Developer in relation to the developments - the funding of the heritage-collection purchase solicited by Mr. Bernard Georges, and the funding of the Linyon Demokratik Seselwa event of July 2025, of which both Mr. Georges and Mr. Ramkalawan were among the beneficiaries with the source, routing and beneficiaries of which are set out in Part IV; that the FIFA Beach Soccer contribution , though paid into the public purse and not concealed, was found to bear the character of an inducement conferred while the Developer's interests were before the Government for decision, as set out in Section F of Part IV; that the stay of the Presidential delegation at the Waldorf Astoria Ithaafushi in June 2023, conferred by the Developer during the currency of the EoI and a considerable incentive having regard to the published rates of that resort, was likewise found to bear the character of an inducement, as set out in Sections I and K of Part IV; that the pre-Sublease funding of the runway extension, though paid to a State-owned company and not concealed, was also found to bear the character of an inducement, as set out in Section G of Part IV; and that, beyond these, no bribe, kickback or other illicit benefit was established in connection with the grant or execution of the Sublease, the planning or ancillary permissions, the Gainful Occupation Permits or the aviation exemption, the influence brought to bear upon those processes having been executive and political and not pecuniary.

8.192 Fourthly, and standing back from the particular findings, the Commission finds that the Assomption development was characterised throughout by an opacity, a displacement of independent institutional judgment by executive will, and a willingness on the part of the Developer to confer (and the other parties to sometimes request) financial benefits upon persons and initiatives connected with the Government during the very period in which its interests were before the Government for decision, which together fell well below the standards of transparency, legality and financial probity that the public is entitled to expect of a seventy-year disposition of part of one of the most ecologically significant islands of the Republic.

8.193 The displacement of independent institutional judgment by executive will, which the Commission has identified as the principal vice of the transaction, is not to be understood as a mere failure of good administration. It is repugnant to the constitutional order of the Republic. The constitutional framework of Seychelles is founded upon the supremacy of the Constitution, the rule of law and the separation of powers. Article 5 establishes the Constitution as the supreme law of Seychelles, while the Preamble and article 49 affirm a commitment to a democratic society, a balance of power among the Executive, the Legislature and the Judiciary and the rule of law. The executive authority vested in the President by article 66(1) must, therefore, be exercised in accordance with the Constitution and the laws of Seychelles, respecting these fundamental principles. The legislative power vested by article 85 in the National Assembly, together with the regulatory and approval functions which the law confides to government ministries and independent authorities, is not the Executive's to set aside at will, even if this has been practice for large parts of Seychelles' pre- and post-independence history.[256]

8.194 The transaction that the Commission has examined proceeded, in too many of its parts, as though those constraints did not bind the holder of the highest executive power. The evidence indicates a pattern of executive involvement that undermined established legal processes and the independent exercise of statutory functions. That, and not merely the want of probity in particular dealings, is the deepest of the failures the Commission has found. While findings of corruption or improper inducements have been established only in a limited number of discrete instances, those findings do not diminish the broader concerns identified by the Commission regarding failures of transparency, accountability and adherence to constitutional and legal requirements across the transaction as a whole.

8.195 Fifthly, that the procurement and contracting of the works on Assomption was attended by undisclosed conflicts of interest affecting the executive of the IDC, in that entities connected to its Chief Executive, Mr. Glenny Savy, namely, ATOM Engineering, associated with his son; Pestea, associated with his stepson; and H. Savy Insurance, in which Mr. Savy's interest was indirect and the nomination of which was made by the Developer's underwriters, were engaged or nominated under the runway and civil contracts without disclosure or recusal, one of them being engaged and paid in advance of the Sublease under which the works were authorised. Moreover, that the transaction was carried through without the assessment, the approval and the appraisal of the value foregone that the Public Finance Management Act 2012 required of a long-term alienation of public land of

[256] See the discussion of presidential exceptionalism in Joelle Barnes 'Not the Usual Suspects – Executive Dominance in Seychelles and the Developing Institutions that Could Counter it' in E Perham, M de Visser and R Dixon *Small State Constitutionalism* (Bloomsbury Publishing, 2026), Chapter 15.

this kind. The Commission makes no finding that any illicit payment passed to Mr. Savy or to his family, but finds that these matters together raise a question of financial probity that remains unresolved.

8.196 Sixthly, that the Commission examined a pattern of foreign travel by the former President that was frequent, unjustified, undocumented and concentrated upon the United Arab Emirates, the airfares for which were borne, on the flight documentation, by a foreign interest, and undertaken in the company of his security officer alone. These trips fell within the period during which the Assomption transaction was before the Government, and during which the Developer extended hospitality with a high commercial price tag to the President and his full entourage at the Developer's own resorts abroad. The Commission makes no finding that any undisclosed meeting took place with the Developer or that any illicit benefit passed to the President; but it finds that the volume of that travel, its undocumented character, the meeting of its cost from abroad, and the impossibility of excluding undisclosed contact between the Head of State and the Developer leave open an inference of impropriety which, on the evidence available to it, the Commission has been unable either to confirm or to dispel, and which it has referred for investigation. That inference is not weakened, but reinforced, by the former President's failure to produce communications and bank statements which he undertook to the Commission to provide in order to demonstrate the innocence of the travel, and from which withholding the Commission has drawn the inference that the documents would not have assisted him. Additionally, this was compounded by Mr. Ramkalawan's decision not to engage with the letter of notice of potential adverse findings.

8.197 Seventhly, and as a necessary qualification of the findings that precede it, the Commission's inquiry into the financial and pecuniary dimension of the transaction could not be completed. The Financial Intelligence Unit, who undertook to assist, did not provide the financial profiles, the banking records and the suspicious-transaction reports without which the question of illicit benefit could not be pursued; and the external audit of the IDC remained incomplete, its 2024 financial statements unfinalised, the forensic review of Mr. Savy not produced, and the further audit expected by the end of March 2026 not having materialised by the date of this Report. The Commission's findings that no illicit benefit or inducement beyond those it has identified in this Chapter was proved are accordingly to be read subject to that limitation, and to the open inference recorded immediately above, and not as a positive assurance that none was made.

8.198 Eighthly, and standing apart from the foregoing, the Commission states its conclusions upon the conduct of the former President, Mr. Wavel Ramkalawan, measured against the standards which the Constitution and

the law set for the holder of that office. The Constitution vests the executive authority of the Republic in the President to be exercised in accordance with the Constitution and the laws of Seychelles (article 66(1)); it makes it the duty of every citizen, the President not excepted, to uphold and defend the Constitution and the law (article 40); and it requires of a person assuming the office of President that he subscribe, before the Chief Justice, the Presidential oath prescribed by article 57. The Public Officers' Ethics Act 2008 requires of a public officer that he carry out his duties in accordance with the law (section 6), that he not use his office to enrich himself or others (section 7), that he avoid, declare and recuse himself from conflicts between personal interest and official duty (section 8), and that he conduct his private affairs so as to maintain public confidence in the integrity of his office (section 15); section 9 of that Act addresses the relationship of a public officer with foreign interests, forbidding him to further the interest of a foreign government, organisation or individual in a manner detrimental to the security interests of Seychelles; and Part IV of the Act (sections 26 and 27) requires of the President a full declaration of his income, assets and liabilities. The conduct the Commission has found established sits ill with each of these.

8.199 The President's personal intervention to displace the independent judgment of the planning, environmental, immigration and aviation authorities offended the rule of law and the balance of power that articles 5, 49 and 66(1) of the Constitution exist to protect. His solicitation of, and dealings in, the financial benefits conferred by the Developer, the LDS event of which he was a beneficiary, the FIFA contribution, which the Commission has found to bear the character of an inducement, and the stay of his delegation at the Developer's Waldorf Astoria Ithaafushi resort, a considerable incentive found likewise to bear that character, engage sections 7 and 8 of the Public Officers' Ethics Act and the law governing corruption. Mr Ramkalawan's repeated, undocumented foreign travel, the cost of which was borne by an undisclosed foreign interest while subsistence for the same journeys was drawn from the public funds of the Republic, was reflected in no declaration of benefits or interests known to the Commission. This engages sections 7, 15 and the declaration obligations of Part IV, and sits uneasily with the policy of section 9, which expects of a public officer that he does not place himself in a position of dependence upon a foreign interest. The Commission finds that this conduct fell well short of the standards which the Constitution and the Public Officers' Ethics Act require of the holder of the highest office of the Republic, and that it was conduct which, had Mr. Ramkalawan remained in office, would have been capable of grounding a motion under article 54 of the Constitution alleging a violation of the Constitution or a gross misconduct, upon which it would have fallen to the

National Assembly and, on its reference, to the Constitutional Court to determine.

8.200 Mr. Ramkalawan having left office on the expiry of his term in November 2025, the constitutional remedy of removal under article 54 is no longer available, and the disciplinary jurisdiction of the Public Officers' Ethics Commission does not, by section 24 of the Act, extend to the holder of an office for which the Constitution itself provides the procedure for removal. Those circumstances, however, do not absolve him.

PART VI — RECOMMENDATIONS

8.201 The Commission, having made the findings set out above, makes the following recommendations, which are to be read together with, and not in substitution for, the recommendations made in the preceding Chapters, several of which bear directly on the matters addressed in this Chapter.

A. To the appropriate prosecuting and integrity authorities

8.202 That the conduct found against Mr. Bernard Georges in soliciting and accepting from the Developer the funding of the heritage-collection purchase, and in being a beneficiary of the Developer's funding of the LDS event, be referred to the Anti-Corruption Commission, the Electoral Commission, the Public Officers Ethics Commission for consideration of such further action as may be warranted, including consideration against the law governing corruption, election campaigns and the law governing the holding of public office.

8.203 That the LDS event of July 2025, in the sum of EUR 11,825.25, be paid by LDS and its funding referred to the ACCS and the Electoral Commission for consideration against the law governing political and campaign financing as well as the law governing corruption; and that the routing of that payment, and the question whether any other event or cost of any political party was in truth borne by the Developer, be the subject of investigation.

8.204 That the source, routing and ultimate destination of the funds provided by the Developer for the heritage-collection purchase, and the identity of the party who bore the cost of the Presidential delegation's stay at the Waldorf Astoria Ithaafushi, be ascertained by the competent authorities, the precise routing not having been fully established on the evidence before the Commission.

8.205 That the conflicts of interest affecting the executive of the IDC, found in Parts II and IV of this Chapter, and the question whether any undue benefit passed to Mr. Glenny Savy or to entities connected with him through the engagement of ATOM Engineering, Pestea and H. Savy Insurance under the

runway and civil contracts, be investigated by the Public Enterprise Monitoring Commission and other appropriate integrity authorities; and that the financial and intelligence investigation which the Commission was itself unable to undertake, namely the obtaining and analysis of the financial profiles, the banking records and the suspicious-transaction reports of the politically exposed persons and entities concerned, be carried out by the Anti-Corruption Commission and the Financial Intelligence Unit, which should be furnished with the resources necessary to complete it and required to report the result. The Commission records, for the avoidance of doubt, that this referral imports no finding or suspicion of wrongdoing on the part of Mr. Glenny Savy, who cooperated fully with the inquiry; its purpose is the completion of the financial investigation which the Commission was itself prevented from undertaking by the non-production of the necessary records, and not the pursuit of any matter found against him on the evidence before the Commission.

8.206 That the pattern of the former President's foreign travel examined in Part IV, in particular his undocumented visits to the United Arab Emirates, the meeting of their cost by a private commercial interest of the Emirates (the tickets having been issued by Al Jaraf Travel and Tourism LLC and by Bin Harmal Holidays, both of Abu Dhabi), the identity of that interest and any connection it may bear to persons or entities with business before the Government, and the question whether the travel occasioned any undisclosed contact with the Developer or the conferral of any benefit upon him be investigated by the competent authorities, which alone can obtain the travel, financial and communications records by which the inference the Commission has been unable to resolve might be confirmed or dispelled.

8.207 That the Public Officers' Ethics Commission, the Public Enterprise Monitoring Commission and the competent authorities give effect to, and enforce, the provisions of the Public Officers' Ethics Act 2008 and Public Enterprise Act in relation to the officers whose conduct is examined in this Report, in particular the duty to avoid, declare and be recused from conflicts of interest (section 8), the prohibition on the improper use of office for enrichment (section 7), the restriction in section 9 upon furthering the interest of a foreign government, organisation or individual, and the duty under Part IV to declare income, assets and liabilities; and that the failure of any person to whom Part IV applies to declare benefits received, including the benefit of foreign-funded travel, be investigated and, where the conditions of section 34 are met, prosecuted.

B. To the Seychelles Revenue Commission, the Registrar-General and the Central Bank of Seychelles

8.208 That, consistently with the findings of Chapter II, the sanction fee and the stamp duty on the Sublease be reassessed on a base treating the USD 20 million prepayment as capital consideration in its entirety, and any shortfall in the public revenue recovered; and that the satisfaction of the currency-conversion condition of the IPTRA sanction in respect of each tranche of the prepayment be verified.

8.209 That the competent financial authorities examine the allocation of the project value between IDC and the Developer's affiliated companies, and the question whether the aggregate of the various contracts genuinely amounts to the figures represented to the Government, with a view to establishing the true cost and value of the works and the existence or otherwise of transfer pricing within the Developer's group; and that, in any future disposition of State land to a foreign Developer operating through a group of affiliated entities, the Government require full disclosure of the allocation of project value among those entities as a condition of sanction.

8.210 That an independent valuation of the consideration given and received under the transaction be obtained, and that an independent quantity surveyor be appointed by the Government to certify the value of the work actually executed under the runway-extension and civil contracts and to reconcile that value against the payments made so that the true cost and value of the works may be established.

C. To the Government and the IDC

8.211 That no future disposition of State land of comparable magnitude be entered into without an independent professional valuation, obtained by the Republic and IDC from a valuer free of any conflict of interest, of both the rent and any capital premium proposed; and that the practice by which a single official held simultaneously the roles of Government valuer, member of the IDC Board and member of the Planning Authority be discontinued.

8.212 That the IDC Board pursue, as a matter of urgency, the amendment of the civil contract of 29 October 2024 to reflect the agreed twenty-six-month duration, so as to remove the contingent exposure of approximately USD 4 million arising under the penalty clause.

8.213 That the Government and IDC adopt, and observe, clear rules prohibiting any person holding public office, or any State-owned company, from soliciting or accepting from a Developer whose project is before the Government for decision any financial benefit, whether for the office-holder, for a political party, or for any heritage, charitable or other third

party, and whether or not solicited and whatever the stated motive; and prohibiting the acceptance of hospitality from such a Developer during the currency of the relevant decisions.

8.214 That the Government and IDC adopt, and observe, a clear regime requiring the disclosure of any personal or family interest in a contracting or supplying entity by any officer or director of a State-owned company, and the recusal of any person so interested from the decision concerned, no such disclosure or recusal having been made in respect of the entities connected to the Chief Executive of IDC that were engaged on the Assomption works.

8.215 That the IDC finalise and publish its audited financial statements for 2024, procure and produce the forensic review of its affairs that the Commission was told had been commissioned, and complete without further delay the audit of the corporation that has remained outstanding since the end of March 2026, so that the financial position of IDC and the application of the funds received under the Sublease and the associated contracts may at last be established.

D. General

8.216 The Commission has found in this Chapter, as in those preceding it, that the displacement of independent judgment by executive will was the principal vice of the Assomption transaction. Therefore the Commission recommends that the measures recommended throughout this Report for the protection of the independence of regulatory and approval functions from executive interference, including the recording in writing of any communication from the Office of the President or any Minister bearing upon a particular pending decision, the keeping of minutes of any meeting convened on a pending regulatory matter, and the insulation of the relevant office-holders from the prospect of contract renewal be adopted and enforced. These measures are commended not as matters of administrative convenience but as safeguards of the constitutional order: of the supremacy of the Constitution, of the rule of law and the balance of power among the Executive, the Legislature and the Judiciary which a democratic society under this Constitution guarantees.

8.217 That this Chapter be read together with the findings made in Chapters II to VII, upon which it draws and which it does not displace; and that, where this Chapter and an earlier Chapter address the same matter, the fuller treatment in the earlier Chapter be taken as the source of the underlying finding and this Chapter as its synthesis against the questions of transparency, legality and financial probity.

Table 1: SCHEDULE OF UNSUPPORTED PRESIDENTIAL FOREIGN TRAVEL

Schedule of the foreign travel of former President W. J. C. Ramkalawan — flight documentation reconciled to the per-diem-claimed trips for which no note verbale or official purpose was disclosed. Each row is taken from the Emirates ticket or itinerary produced to the Commission and is reconciled against the per-diem schedule maintained by the human-resources and finance function.

No.	Outbound	Return	Nts	Destination / route	Traveller(s)	Cabin	Booking issued by (who paid)	Note verbale / official purpose	Per diem claimed
1	15 Mar 2023	21 Mar 2023	6	Mahé–Dubai (EK708/EK705)	W. Ramkalawan; A. Bristol	First	Al Jaraf Travel & Tourism LLC	None	Yes
2	20 Apr 2023	26 Apr 2023	6	Istanbul, Türkiye (Crowne Plaza Harbiye)	A. Bristol (President not named on doc)	—	Expedia (hotel reservation)	None	See note
3	9 May 2023	14 May 2023	5	Mahé–Dubai (EK708/EK705)	W. Ramkalawan; A. Bristol	First	Al Jaraf Travel & Tourism LLC	None	Yes

No.	Outbound	Return	Nts	Destination / route	Traveller(s)	Cabin	Booking issued by (who paid)	Note verbale / official purpose	Per diem claimed
4	6 Jul 2023	10 Jul 2023	4	Mahé–Dubai (EK708/EK707)	W. Ramkalawan; A. Bristol	First	Al Jaraf Travel & Tourism LLC	None	Yes
5	2 Sep 2023	7 Sep 2023	5	Mahé–Dubai (EK706/EK705)	W. Ramkalawan; A. Bristol	First	Al Jaraf Travel & Tourism LLC	None	Yes
6	15 Oct 2023	19 Oct 2023	4	Mahé–Dubai (EK708/EK705)	W. Ramkalawan; A. Bristol	First	Al Jaraf Travel & Tourism LLC	None	Yes
7	2 Mar 2024	6 Mar 2024	4	Mahé–Dubai (EK706/EK705)	W. Ramkalawan; R. Isaac	First	Al Jaraf Travel & Tourism LLC	None	Yes

No.	Outbound	Return	Nts	Destination / route	Traveller(s)	Cabin	Booking issued by (who paid)	Note verbale / official purpose	Per diem claimed
8	3 May 2024	5 May 2024	2	Mahé–Dubai (EK708/EK705)	W. Ramkalawan; A. Bristol	First	Al Jaraf Travel & Tourism LLC	None	Yes
9	4 Aug 2024	7 Aug 2024	3	Mahé–Dubai (EK708/EK707)	W. Ramkalawan; L. Ramkalawan; A. Bristol	First	Al Jaraf Travel & Tourism LLC	None	Yes
10	20 Oct 2024	24 Oct 2024	4	Mahé–Dubai (EK708/EK707)	W. Ramkalawan; A. Bristol	First	Al Jaraf Travel & Tourism LLC	None	Yes
11	4 Dec 2024	9 Dec 2024	5	Mahé–Dubai (EK706/EK707)	W. Ramkalawan; A. Bristol	First	Bin Harmal Holidays	None	Yes

No.	Outbound	Return	Nts	Destination / route	Traveller(s)	Cabin	Booking issued by (who paid)	Note verbale / official purpose	Per diem claimed
12	27 Feb 2025	3 Mar 2025	4	Mahé–Dubai (EK708/EK705)	W. Ramkalawan (companion ticket not in set)	First	Al Jaraf Travel & Tourism LLC	None	Yes
13	1 Apr 2025	3 Apr 2025	2	Mahé–Dubai (EK708/EK705)	W. Ramkalawan; A. Bristol	First	Al Jaraf Travel & Tourism LLC	None	Yes
14	24 May 2025	27 May 2025	3	Mahé–Dubai (EK708/EK707)	W. Ramkalawan; A. Bristol	First (econ. out)	Al Jaraf Travel & Tourism LLC	None	Yes
15	16 Jul 2025	19 Jul 2025	3	Mahé–Dubai (EK708/EK707)	W. Ramkalawan; A. Bristol	First	Al Jaraf Travel & Tourism LLC	None	Yes

No.	Outbound	Return	Nts	Destination / route	Traveller(s)	Cabin	Booking issued by (who paid)	Note verbale / official purpose	Per diem claimed
16	23 Oct 2025	25 Oct 2025	2	Mahé–Dubai (EK708/EK705)	W. Ramkalawan; A. Bristol	First	Silverpearl Ltd	None	See note

SUMMARY

Documented journeys in total: 16

— return trips to Dubai, United Arab Emirates: 15

— visit to Istanbul, Türkiye (hotel evidence only): 1

Trips with no note verbale / official purpose disclosed: 16

Airfare met by a private UAE agency (Al Jaraf / Bin Harmal): 14, of which Al Jaraf Travel & Tourism LLC (Abu Dhabi, PAL Group) 13 and Bin Harmal Holidays (Abu Dhabi) 1

Arranged through a Seychelles agency (Silverpearl Ltd): 1

President travelled in the first-class cabin throughout: 15

BASIS AND SCOPE

1. “Booking issued by (who paid)” is the travel agency named on the document; on the evidence the airfares were not borne by the Republic.

2. “Note verbale / official purpose” is recorded as “None” because no diplomatic note or official invitation was disclosed for any of these journeys (evidence of Mr. Berlouis, State House protocol, and Mr. Radegonde, former Minister of Foreign Affairs). Contrast the official missions — such as the IRENA Assembly of January 2023 and the State visit to the Maldives of June 2023 — which carried a note verbale and are not part of this schedule.

3. “Per diem claimed” is recorded as “Yes” on the evidence that every such trip generated a per-diem memorandum issued by the President’s office (evidence of Mr. Berlouis and Ms. Bonne, HR). The aggregate of the subsistence evidenced by the per-diem letters before the Commission exceeds SCR 100,000, exclusive of a discrete outfit allowance of SCR 9,000 drawn for the journey of July 2023.

4. Spelling: the Report standardises the security officer as “Annille Bristol”; the tickets render him “Annille Jean Philippe Bristol”.

5. Row 2 (Istanbul): the booking produced was an hotel reservation in the security officer’s name only; no flight ticket was produced, but the President drew subsistence of SCR 12,600 for six nights, evidencing travel outside the Emirates. Row 16 post-dates the presidency (term ended November 2025) and was booked through a Seychelles agency.

CHAPTER IX: SOVEREIGNTY OVER ASSOMPTION

PART I — INTRODUCTION

9.1 The Commission was directed to determine whether any abdication of the Republic's sovereignty over Assomption Island has occurred subsequent to the execution of the Sublease of 18 September 2024. This Chapter addresses that part of the ToR.

9.2 The question is, in form, a single one; in substance, it has two distinct aspects. The first is whether the Republic has, as a matter of law, parted with sovereignty over any part of Assomption, that is, whether any act or instrument has effected a cession, surrender or alienation of sovereign authority. The second is whether, as a matter of practical reality, effective control over the Island, or over functions properly belonging to the State, has passed out of the hands of the Republic and into those of a foreign power, so that the Republic's sovereignty has been diminished in fact even if it remains intact in form.

9.3 The Commission has examined the inquiry on both grounds. It is not sufficient, in the Commission's view, to simply observe that title to Assomption remains vested in the Republic and to conclude the matter accordingly. An abdication of sovereignty can happen gradually and through concessions, without any single document explicitly stating it; and the appearance that the Republic has ceased to govern part of its own territory is itself a matter of public concern, regardless of the strict legal position.

9.4 This Chapter draws upon the evidence summarised in Chapter II (Origin and Execution of the Sublease), and upon the instruments there described, in particular the second Headlease of 5 July 2024, the Sublease of 18 September 2024, and the sanction IPTR/2233 of 27 March 2024. The findings in Chapter II as to the manner in which the Sublease was procured are assumed here and are not repeated; this Chapter is concerned with the consequences of the transaction for the Republic's sovereignty, not with the propriety of its origin.

9.5 This Chapter is arranged as follows. Part II sets out the legal framework against which the question of abdication must be tested, and in particular the distinction between sovereignty and proprietary interest. Part III examines the evidence bearing on sovereignty, organised by theme. Part IV contains the Commission's analysis and provisional findings. Recommendations are set out at Part V.

PART II — THE LEGAL FRAMEWORK

A. Sovereignty *(imperium)* and proprietary interest *(dominium)* distinguished

9.6 Seychelles is a sovereign democratic Republic, and its sovereignty extends to the whole of its territory, including the Outer Islands of which Assomption is one.[257]

9.7 Sovereignty (*imperium*) is the authority of the State to govern: to make and enforce law, to administer justice, to control the entry and presence of persons, and to defend the territory. It is to be distinguished from proprietary interest (*dominium*), which is the holding of rights in or over land. The two are conceptually separate. The State may hold no proprietary interest in a parcel of land and yet exercise full sovereignty over it; conversely, the grant of a proprietary interest, however extensive and however long its term, does not of itself transfer any part of the State's sovereignty.[258]

9.8 It follows that a lease is not a cession. A headlease for ninety-nine years, or a sublease for seventy, conveys an interest in land; it does not convey sovereignty over the land. The lessor of Seychellois territory remains subject to Seychellois law; the lessee takes the land subject to that law, and to the continuing jurisdiction of the Seychellois courts and the regulatory authority of the Seychellois State. This is so, however valuable the interest, however foreign the lessee, and however long the term.

9.9 The proposition is elementary, but it is necessary to state it, because much of the public anxiety to which this part of the ToR responds proceeds from an assumption that the grant of a long lease to a foreign Developer is, in itself, a surrender of the Island. It is not. The Commission records, at the outset, that nothing in the instruments examined in Chapter II purports to cede, surrender or alienate the Republic's sovereignty over Assomption, and that the Republic's radical title and governing authority remain, as a matter of law, undisturbed by the Sublease.

B. The sovereign controls retained in the instruments

9.10 Consistent with that position, the instruments examined in Chapter II contain, on their face, a number of features by which the Republic retained the ordinary incidents of sovereign and control as lessor:

[257] Constitution of Seychelles, art 1 ("Seychelles is a sovereign democratic Republic"), read with the provisions affirming the territory and integrity of the Republic.
[258] Daniel Lee, 'Sources of Sovereignty: Roman Imperium and Dominium in Civilian Theories of Sovereignty' (2012) 2 *Politica Antica* 79.

i. the requirement of the Republic's prior explicit written consent to any sub-letting, assignment, parting with possession or alienation of the whole or any part of the demised premises;[259]

ii. the Republic's right of forfeiture in the event of breach of the Headlease covenants;[260]

iii. the confinement of permitted use to the management and development of Assomption Island;[261]

iv. the no-pollution and no-excavation covenants ;[262]and

v. the reference of disputes under the Headlease to arbitration before the Chief Justice or a Judge of the Supreme Court of Seychelles.[263]

9.11 To these contractual controls must be added the regulatory and statutory framework that applies of its own force, irrespective of the instruments: the sanction regime under IPTRA, by which the Republic regulates the acquisition of immovable property by non-Seychellois; the planning regime administered by the Seychelles Planning Authority; the environmental regime administered by the responsible Ministry; the immigration, employment and customs regimes; and the jurisdiction of the courts. Each of these is an exercise of sovereignty that the Sublease left untouched. The refusal of a Class 1 construction licence to the Developer's subcontractor, on the ground that only IDC could hold such a licence,[264] is an example of that sovereignty being exercised in practice.

C. The inquiry process

9.12 The Commission therefore does not understand the ToR to require it to ask whether a formal cession has taken place; plainly, it has not. The Commission understands the question to be whether, by the cumulative effect of the terms of the transaction and of the manner of its implementation, the Republic has allowed effective control over part of its territory, or over functions belonging to the State, to pass to or be conditioned by a foreign private interest, to a degree that amounts in substance to a partial abdication of sovereignty. It is to that question, of *de facto* (in fact) rather than *de jure* (in law) abdication, that the evidence in Part III is directed.

[259] Headlease, clause 2(10).
[260] Headlease, clause 4(i).
[261] Headlease, clause 2(9) and Third Schedule.
[262] Headlease, clauses 2(11) and 2(13).
[263] Second Headlease of 5 July 2024, Second Schedule (arbitration before the Chief Justice or a Judge of the Supreme Court): see Chapter II, paragraph 2.8.
[264] Headlease, Chapter II, Part III(ii).

PART III — THE EVIDENCE BEARING ON SOVEREIGNTY

9.13 The Commission has identified, from the evidence summarised in Chapter II, a number of matters that bear on whether effective control over Assomption, or over State functions on it, has passed to or been conditioned by the Developer. They are considered in turn.

A. The instruments convey a leasehold, not a cession

9.14 The starting point, established in Chapter II, is that what was conveyed was a sublease of part of Assomption for seventy years, carved out of a ninety-nine-year headlease, the radical title remaining in the Republic. The Commission has already found that the area demised is indefinite and that the instrument is structurally vulnerable on that and other grounds (Chapter II, Part V, G). Those defects, however, go to the validity and precision of the proprietary grant; they do not convert it into a transfer of sovereignty. On the face of the instruments, the Republic conveyed an interest in land and retained its governing authority.

B. The proposed Qatari governing law

9.15 Of greater significance to the present inquiry is the evidence that the Developer, through their in-house lawyers, sought that the Sublease be governed by Qatari law.[265] A choice-of-law provision subjecting an instrument concerning Seychellois territory to a foreign law, and (had it been coupled with a foreign forum) removing disputes from the Seychellois courts, would have been a matter touching directly on the Republic's jurisdiction over its own territory. The control of the law applicable to dealings in State land, and of the forum in which such dealings are adjudicated, is an attribute of sovereignty.

9.16 The evidence is that IDC resisted the proposal and that it was not adopted. The Commission regards that resistance as proper and as material to the present question: had the proposal succeeded, the Republic would have surrendered a real measure of jurisdictional control over part of its territory. The executed Sublease confirms that the proposal was not accepted as clause 57 the Sublease is governed by and construed in accordance with the laws of the Republic of Seychelles, so that the Republic's jurisdiction over the instrument is preserved.

9.17 The position on the forum for disputes is more qualified. By clause 56, a dispute that cannot be settled amicably is referred not to the Seychellois courts but to arbitration before a tribunal of three arbitrators, the presiding arbitrator being appointed by the Court of Arbitration of the International Chamber of Commerce, the arbitration to be seated in Seychelles and conducted in English under the rules of the International Chamber of Commerce, and the award to be final and binding and not subject to appeal. The seat in Seychelles preserves the supervisory jurisdiction of the Seychellois courts over the arbitral process,

[265] Evidence of Mr. Glenny Savy, in-camera sitting of 17 March 2026: see Chapter II, Part III(xii).

and is to be contrasted with the foreign seat the Developer's original proposal would have entailed; but the clause nonetheless removes disputes concerning part of the Republic's territory from the national courts to private international arbitration, with the presiding arbitrator appointed by a foreign institution and no right of appeal, and stands in contrast to the Headlease, which refers disputes to the Chief Justice or a Judge of the Supreme Court of Seychelles. The Commission does not regard arbitration seated in Seychelles and governed by Seychellois law as an abdication of sovereignty; the arbitration of commercial disputes is a familiar and legitimate choice. It records only that the adjudication of disputes touching part of the Republic's territory has, to that extent, been placed beyond the national courts, and that the resulting asymmetry between the forum of the Headlease and that of the Sublease is a matter to be noted.[266]

C. Fetters on the Republic's freedom of action over its own territory

9.18 The evidence of Mr. Savy was that the Developers sought a provision to the effect that the Government (or IDC) could not build anything on Assomption without the Developers' permission. A term in those absolute terms would have been a direct fetter on the Republic's freedom to deal with its own territory, and the Commission would have regarded it as objectionable on sovereignty grounds. IDC resisted it. The position eventually reached was a compromise: that IDC would not undertake on Assomption anything that would be *detrimental* to the hotel development.

9.19 The compromise is narrower than the original demand, and the Commission accepts that a landlord may properly accept reasonable restrictions on its own use of retained land so as not to defeat the purpose of a lease it has granted. Nevertheless, the Commission notes that the effect of the term, as compromised, is that the Republic's freedom to develop, use or station assets on the retained parts of Assomption is now qualified by reference to the commercial interests of a foreign Developer. Whether any particular future use of Assomption would be "detrimental to the hotel development" is a question that, on the face of the term, the Developer is entitled to raise. To that extent, the Republic has accepted a contractual and undefined constraint on the exercise of its dominion over part of its own territory. The constraint is one of private law and is not, in itself, an abdication of sovereignty; but it is a matter that bears on the Republic's practical freedom of action, and the Commission so finds.

9.20 The executed Sublease both confirms that constraint and in one respect exceeds it. Within the Leased Premises, clause 20(l) provides that, unless expressly

[266] Executed Sublease of 18 September 2024, clauses 56 (Dispute Resolution) and 57 (Governing Law). Clause 57 provides that the Sublease is governed by and construed in accordance with the laws of the Republic of Seychelles. Clause 56 provides that disputes not settled amicably are referred to a tribunal of three arbitrators, the third appointed by the Court of Arbitration of the International Chamber of Commerce, the arbitration to be held in Seychelles in English under the rules of that Chamber, the award being final and binding and not subject to appeal.

authorised by the Sublease, the Sublessor shall not construct, place or remove anything, and shall not grant any third party the right to do so, without the Sublessee's prior written approval, a near-absolute fetter closer to the Developer's original demand than to the compromise Mr. Savy described. As to the remainder of the Island, as already stated, clause 4(b), reinforced by the warranty in clause 20(q), records the narrower undertaking that there is and shall be no arrangement with any third party to build anything detrimental to the operation of the Hotel.

9.21 More significant still for the present inquiry is clause 20(o), by which the Sublessor undertakes not to exercise its right to terminate the Head Lease, or to surrender the Leased Premises under the Head Lease, without the Sublessee's prior written consent. The Commission regards clause 20(o) as the most far-reaching of the three: it fetters the exercise of a right arising between the Republic and IDC under the Head Lease, and makes the return of part of the Republic's territory to the Republic's own direct control contingent on the consent of a foreign sublessee. Whether such a fetter is effective, given clause 2(10) of the Head Lease and the Republic's retained right of forfeiture under clause 4(i), is a question the Commission identifies for the Attorney-General; but as drafted, it is a constraint of a different order from the building restriction, and the Commission so finds.

D. Subsequent alienation and the dispersal of control

9.22 Clauses 13 and 14 of the Sublease purport to permit the Sublessee, after a period of operation, to further sublease, assign or transfer interests, and on notice to IDC alone to grant further subleases to its subsidiaries, affiliates and to individual villa owners. The Commission found in Chapter II that such subsequent alienations, in the absence of the Republic's prior express written consent, would be ultra vires the Headlease (Chapter II, Part V, G(iii)).

9.23 The sovereignty dimension of that finding is as follows: Uncontrolled subsequent alienation would permit the fragmentation of the whole subleased area among an unknown number of additional parties, potentially including individual foreign villa owners, without the Republic's knowledge or consent. The risk is the more acute because, as Chapter II records, the beneficial ownership behind the corporate shareholders of the Sublessee is not transparent on the Register, the Developer's own witnesses professed unfamiliarity with one of those shareholders, Sea Breeze Holdings. Were control over parts of Assomption to be dispersed among such parties without the Republic's consent and without identifiable owners, the Republic's ability to know who holds, and who in practice controls, interests in its territory would be compromised. The Commission regards the strict enforcement of the consent requirement in clause 2(10) of the Headlease as essential to the maintenance of the Republic's effective control, and the notice already

recommended in Chapter II (Part VI, A and D) as a measure directed, among other things, to the preservation of sovereignty.

E. Assomption as a foreign royal residence

9.24 On the evidence of Mr. Savy, the Developer's original proposal was simply to build a palace for the Qatari Emir, without a hotel, which Mr. Savy refused, requiring a fully-fledged hotel instead. On the same evidence, the hotel would not have functioned commercially as a hotel in the ordinary sense: it would have been used principally as the Emir's private residence, operated at ten to fifteen per cent occupancy at rates of some USD 6,000 to USD 8,000 per night, sufficient only to cover operating costs. That characterisation is consistent with the evidence of Mr. Lionnet that the villas from number 33 onwards were understood to be intended as private residential villas for the Emir of Qatar.[267] The executed Sublease provides the contractual scaffolding for that use. Beyond the Hotel, the instrument defines and provides throughout for "Residential Villas" and "Residential Owners",[268] the villa schedule at Annexure 1 enumerating the individual units;[269] by clause 14(b) the Sublessee may sublease or assign the Residential Villas to individual owners without further consent of the Sublessor, on thirty days' notice; and by clauses 27 and 28 the Republic and the Sublessor undertake, on premature termination, to grant each Residential Owner a direct lease with the Republic and to assure the owner continued peaceful possession of the villa. The Commission notes that this architecture of individual residential ownership, alienable on notice to IDC alone, and underwritten by a direct undertaking from the Republic to the owners, is consistent with the evidence that a substantial number of the villas were intended as private residences rather than as hotel accommodation, and is to be read with the Commission's findings on subsequent alienation at Section D above.

9.25 The Commission does not regard the prospect that the Emir, or members of a foreign ruling family, occupying a villa on Assomption as a private residence as amounting to, or as engaging, any abdication of the Republic's sovereignty. A lessee may reside on leased land; that the lessee is a foreign head of State or a member of a ruling house alters neither the character of the interest granted nor the Republic's authority over the land. The occupant takes the villa as lessee, subject, in the ordinary way, to the law of Seychelles, to the jurisdiction of its courts, and to the regulatory authority of its organs of State. Occupation of that kind does not convert the part of Assomption so occupied into the domain of a foreign sovereign.

[267] Evidence of Mr. Christian Lionnet, sitting of 13 January 2026: see Chapter II, Part III(viii); and of Mr. Savy, sitting of 17 March 2026, Chapter II, Part III(xii).
[268] Clause 1(r) and (s) of the Sublease, Anexure 2.
[269] Annexure 2, Sublease.

9.26 The lease of land to a foreign ruling family does not confer on that family, or on the State of which it is the ruling house, any sovereign immunity in respect of the land, any diplomatic or extraterritorial status, or any exemption from Seychellois law. No such status arises by operation of a private lease, and none is conferred by the instruments examined in Chapter II.

F. Aviation, the border, and the movement of persons

9.27 Control over entry and the presence of persons in a State is among the most fundamental of sovereign functions. The evidence in Chapter II bearing on aviation and the border is therefore material.

9.28 The runway on Assomption was upgraded, at the Developer's expense, to a specification capable of receiving private international aircraft, the Developer having required capability for a Gulfstream G700. Mr. Savy's evidence was that he declined to permit hotel guests to fly in on a G700, insisting that they fly in on IDC aircraft, but accepted that the development required capability for private flights, a facility he said had been approved in principle by Cabinet for some Outer Islands, on the same basis as cruise-ship clearance (Chapter II, Part III(xii)).

9.29 The arrangement bears on sovereignty in a significant respect. An airstrip capable of receiving private international flights, situated on a remote Outer Island and constructed and controlled in practice by or for the Developer, is a potential point of entry into the Republic, and the integrity of the border at that point depends on the State's officers being present and in control of clearance. The Commission directs that the protocols for immigration, customs and health clearance of private flights into Assomption be examined, so that the Commission may be satisfied that the border is controlled by the State and not, in practice, by the Developer. The executed Sublease bears directly on this. By clause 17(A)(viii) the Sublessor is responsible to "facilitate immigration and custom services for international arrivals on the island", and by paragraph (b) of Annexure 2 the airport facilities are to be completed and operated "in order to receive and dispatch local and international flights". More tellingly, clause 17(B)(a)(i),[270] while confining the Sublessee to the Sublessor's services for commercial resort flights, expressly excepts "ad hoc charter or private flights from foreign destinations directly to Assomption for resort guests" from that restriction.[271] The instrument therefore contemplates, in terms, the direct arrival of private international flights at a point of entry operated under the development, with immigration and customs to be "facilitated" on the island. That confirms rather than allays the concern identified above: the border at

[270] n, 9, Annexure 2.
[271] Sublease, clause 17B(a)(i), paragraph 2, Annexure 2.

Assomption is to be a working international point of entry, and the protocols by which the State controls it require the scrutiny the Commission has directed.

G. Airport allied logistics

9.30 The August 2020 Interim Report of the Islands Committee of the National Assembly, read into the record by Mr. Ramkalawan, had recommended that a Coastguard base be established on Assomption to assist with anti-drug-trafficking and anti-poaching enforcement and with the protection of Aldabra (Chapter II, Part III(xiii)). The maintenance of a security and enforcement presence on Assomption is, on that recommendation, a matter of national policy and a function of the State.

9.31 Against that, the evidence is that the Developer was to provide to IDC, in kind, two twin-engine helicopters and two twenty-seat jet aircraft, to be based on Assomption for inter-island operations and described as of significant utility for national search and rescue; and that these in-kind commitments were not reduced to written contract, Mr. Savy characterising them as agreed verbally but "not always papered" (Chapter II, Part III(xii) and Part IV, L). The Commission has already recommended, in Chapter II (Part VI, E), that those commitments be reduced to writing.

9.32 The sovereignty concern is that functions properly belonging to the State for example, search and rescue, and the logistical support of any security presence, would, on this model, depend in practice on assets provided by a foreign Developer under an unenforceable verbal understanding. A capability that the State cannot compel, and that rests on the goodwill of a private foreign party, is not a secure foundation for the discharge of a sovereign function. The Commission regards the reduction of these commitments to enforceable written form, already recommended, as important not only to IDC's commercial position but to the Republic's capacity to discharge security and rescue functions on and around Assomption.

9.33 The Commission also notes, as bearing on the practical reach of the State onto the Island, the evidence that several ministries had been unable to obtain flights to inspect the construction and conditions on Assomption, a matter disputed by Mr. Savy, who maintained that IDC had never refused a request for flights.The Commission does not resolve that dispute here. It observes only that the ability of the State's inspectorates to reach the Island, when access to a remote Outer Island depends substantially on transport controlled by IDC or the Developer, is itself an aspect of the State's effective control, and that the matter warrants attention.

H. Proximity to Aldabra and the Republic's international stewardship

9.34 Assomption is close to Aldabra, a UNESCO World Heritage Site for which the Republic holds international stewardship responsibilities. The detailed environmental assessment is addressed in Chapter V and is not repeated here. For this inquiry, the Commission notes that fulfilling the Republic's international obligations regarding Aldabra requires it to maintain effective control over activities on and around Assomption. If control over Assomption were to be transferred to or influenced by a foreign private interest, the Republic's ability to uphold its stewardship of Aldabra would be similarly affected. In this context, sovereignty and international obligations are intertwined: the Republic can only answer to the world for Aldabra as long as it governs its neighbour, Assomption.

I. Executive conduct

9.35 Chapter II found that the process leading to the Sublease was, in substance, shaped by executive interest at the highest level, and that environmental and planning officials experienced pressure in the period immediately before the NOA and the Sublease were issued (Chapter II, Part V, B and concluding finding). The conduct there examined is relevant to the present inquiry in a particular way.

9.36 Abdication of sovereignty is not only a matter of what foreign parties acquire; it is also a matter of whether the organs of the State exercise their own judgment in the national interest, or instead subordinate that judgment to the interest of a foreign party. The evidence is that the President and members of his government met the Developer during an open EoI and stayed in the Developer's luxury hotel and received benefits from the Developer on several occasions, the concern is that the decision-making of the State over its own territory may have been, to a degree, compromised in its independence and influenced to benefit the Developer rather than the Republic. The Commission does not, in this Chapter, make any further finding on undue influence, which is dealt with elsewhere. It records only that the capture of State decision-making by a foreign interest, if and to the extent it occurred, is itself a form of erosion of sovereignty, and that the matters found in Chapter II are to be read in that light.

J. The amended statutory framework for dispositions of State land

9.37 The Commission notes, finally, a change in the statutory landscape that bears upon the durability of the controls discussed above. By the State Land and River Reserves (Amendment) Act, 2023, in force from 22 December 2023, section 10(2)(a) of the principal Act now makes it a mandatory condition of all leases of State land that any sale, assignment or transfer of the whole or any part of the land, or of the leasehold interest, requires the express prior written approval

of the President.[272] For instruments granted after that date, the Second Headlease and the Sublease among them, the consent requirement upon which the analysis in Section D rests is therefore no longer a creature of contract alone but a condition imposed by statute, and the Republic's hand in enforcing it is correspondingly the stronger. The protection is, however, qualified by section 10(4), which permits the President to exempt any lessee from the condition where, after consultation, and not concurrence, with the Minister responsible for lands, he is of the opinion that special circumstances exist. The opinion is subjective; no criteria are prescribed; no publication of the exemption, or of reasons for it, is required. A safeguard of the Republic's control over its territory that may be lifted by the personal and unreviewed decision of a single officeholder is a fragile safeguard, and the findings in Section I above illustrate the fragility.

9.38 The same Act inserted into section 6 of the principal Act a new subsection (4)(b), by which the President may dispose of State land "at market value or at any other value" to a Foreign State or an International Organisation "as may be prescribed", the definitions of those terms having been inserted into section 2 for the purpose.[273] The Commission makes no finding that the power has been exercised, or that its exercise is in contemplation. It observes only that, since December 2023, the statute book has contained an express provision through which State land may be alienated outright, not leased but disposed of, to a foreign state, at a value within the discretion of the President, the drafting leaving unclear whether the words "as may be prescribed" condition the existence of the power or merely its modalities. What the present transaction stops short of in form, the amended Act now permits in principle. In a Chapter concerned with the erosion of effective control by increments, the presence on the statute book of a power of that breadth, uncircumscribed by criteria, procedure or parliamentary oversight, is a matter the Commission is bound to record.

PART IV — THE COMMISSION'S ANALYSIS AND PROVISIONAL FINDINGS

9.39 Drawing the evidence together, the Commission reaches the following conclusions.

A. No *de jure* abdication

9.40 The Commission finds that there has been no abdication of the Republic's sovereignty over Assomption Island as a matter of law. No instrument

[272] State Land and River Reserves Act, s. 10(2)(a) and (4), inserted by the State Land and River Reserves (Amendment) Act 2023 (Act 33 of 2023) s. 4.
[273] State Land and River Reserves Act, s 6(4)(b), inserted by the State Land and River Reserves (Amendment) Act 2023 (Act 33 of 2023) s 3; the definitions of 'Foreign State' and 'International Organisation' were inserted into s 2 by s 2 of the same Act.

examined cedes, surrenders or alienates sovereignty. The transaction is a lease and sublease, and a sublease are not cessions (paragraphs 9.8 and 9.9). The radical title remains in the Republic; the instruments preserve the ordinary incidents of sovereign and landlord control (paragraphs 9.10 and 9.11); and the regulatory and judicial authority of the State over Assomption continues to apply of its own force and was, on the evidence, exercised in practice. The proposal that the Sublease be governed by Qatari law, which would have engaged the Republic's jurisdiction directly, was resisted and, on the evidence, not adopted.

B. Specific erosions of effective control

9.41 The Commission finds, however, that several features of the transaction and of its implementation have qualified the Republic's effective control over Assomption, or over State functions on it, in ways that, if left unaddressed, tend in the direction of a *de facto* diminution of sovereignty. They are:

i. the contractual fetter by which the Republic's freedom to use the retained parts of Assomption is now qualified by reference to whether a use would be detrimental to the hotel development (paragraphs 9.18 to 9.20);
ii. the risk, inherent in the subsequent alienation clauses, that control over parts of Assomption could be dispersed among further, possibly foreign and beneficially opaque, parties without the Republic's consent (paragraphs 9.21 and 9.22);
iii. the existence on Assomption of an airstrip capable of receiving private international flights, constituting a potential international point of entry at which the State's control of the border requires examination (paragraphs 9.26 to 9.28);
iv. the dependence of the airport allied logistics on Developer-provided assets that rely on unenforceable verbal commitments (paragraphs 9.29 to 9.32); and
v. the degree to which State decision-making over Assomption appears, on the findings in Chapter II, to have been directed to the Developer's benefit (paragraphs 9.34 and 9.35).

C. Concluding finding

9.42 The Commission's finding is that the Republic has not abdicated its sovereignty over Assomption Island, but that it has, by the terms of the transaction and the manner of its implementation, allowed its effective control over part of Assomption and over certain State functions on it to be qualified by, and in places made dependent upon, a foreign private interest. The remedy for that condition lies not in any contention that the Republic has ceased to be sovereign, it has not, but in the firm exercise of the sovereign and landlord controls that the Republic retains: the strict enforcement of the consent requirement on alienation, the assertion of Seychellois law and jurisdiction, the

State's control of the border and of its own freedom of action on the Island, and the placing of airport logistics such as security and rescue capability on a footing the State can compel. What the Republic retains in law, it must be willing to exercise in fact.

PART V — THE COMMISSION'S RECOMMENDATIONS

9.43 The following recommendations are drawn from the findings in Part IV and are directed to the authorities competent to act upon them. They build upon the recommendations already made in Chapter II, which the Commission affirms and does not repeat, and they proceed from the conclusion at paragraph 9.39 that what the Republic retains in law it must be willing to exercise in fact. They are directed accordingly to the firm exercise of the sovereign and landlord controls that the Republic has retained.

A. Consent to alienation and the transparency of interests

9.44 The Commission recommends that the Principal Secretary responsible for Lands, the Registrar of Deeds and the Attorney-General ensure that no subsequent sub-letting, assignment, transfer or other parting with possession of the whole or any part of the subleased premises takes effect without the prior express written consent of the Republic required by clause 2(10) of the Head Lease, and that the notice already recommended in Chapter II (Part VI, A and D) be issued to that end.

B. The Republic's freedom of action over its retained territory

9.45 The Commission recommends that the Attorney-General advise the Republic upon the validity and enforceability of the fetters contained in clauses 20(l), 4(b) and 20(q) of the Sublease, and in particular of clause 20(o), having regard to clause 2(10) of the Head Lease and to the Republic's retained right of forfeiture under clause 4(i); and that such steps be taken as are advised to preserve the Republic's freedom to use, develop and deal with the retained parts of Assomption, and to recover the demised area to its own direct control, unfettered by the consent of the Sublessee.

C. The assertion of Seychellois law and jurisdiction

9.46 The Commission recommends that the Attorney-General take the steps necessary to maintain the application of Seychellois law to the Sublease under clause 57, the proposal to subject the instrument to Qatari law having been resisted and not adopted; and that the dispute-resolution provision in clause 56 be reviewed with a view to whether disputes touching part of the Republic's territory ought to be returned to the national courts, or at the least be kept firmly within their supervisory jurisdiction, so removing the asymmetry between the forum of the Head Lease and that of the Sublease.

D. Control of the border

9.47 The Commission recommends that the authorities responsible for immigration, customs and health, together with IDC, settle and reduce to writing the protocols governing the clearance of international flights into Assomption, including ad hoc charter and private flights, so that every international arrival if permitted by law is cleared by officers of the State who are present on Assomption and in control of that clearance, and so that the border at Assomption is controlled by the State and not, in practice, by the Developer.

E. Airport-allied services

9.48 The Commission recommends that the in-kind commitments to provide aircraft and helicopters for inter-island operations and allied services be reduced to enforceable written contract, as already recommended in Chapter II (Part VI, E), so that the airport-allied logistics of the development, and the Republic's capacity to discharge security and search-and-rescue functions on and around Assomption, do not rest upon the goodwill of a foreign party or upon an understanding the State cannot compel; and that the authorities responsible for security give consideration to the recommendation of the August 2020 Interim Report of the Islands Committee of the National Assembly that a Coastguard presence be established on the Island.

9.49 The Commission recommends that arrangements be made to assure the inspectorates of the State, in particular those responsible for employment, environment and planning, of access to Assomption that does not depend upon transport controlled by the Developer, the ability of the State to reach Assomption being itself an aspect of its effective control over it.

F. Aldabra and the Republic's international stewardship

9.50 The Commission recommends that the Republic retain and exercise oversight of activity on and around Assomption sufficient to enable it to discharge its international stewardship obligations in respect of Aldabra, a UNESCO World Heritage Site, the capacity to honour those obligations depending upon the Republic's continuing effective control of the neighbouring Island.

G. The statutory framework for dispositions of State land

9.51 The Commission recommends that the Legislature be invited to revisit the State Land and River Reserves (Amendment) Act, 2023, in two respects: first, to circumscribe the power of exemption in section 10(4) of the principal Act by prescribing the criteria upon which an exemption from the condition of presidential approval of alienations may be granted, by requiring that every exemption be published in the Gazette with reasons; and secondly, to provide, before any disposal of State land to a Foreign State or an International Organisation is made under section 6(4)(b), for the circumstances in which, the

procedure by which, and the oversight, including notification to the National Assembly, under which such a disposal may occur, the provision as enacted placing the outright alienation of the Republic's land to foreign states within the unguided discretion of the President alone (Part III, J).

H. The conduct of dealings in State land

9.52 The Commission recommends that dealings of this character, namely the grant of long leasehold interests in State land to foreign interests, be conducted through the established statutory processes, with the environmental, planning and other regulatory judgments of the State exercised independently and upon their merits; the findings bearing upon the conduct of the present transaction being dealt with in Chapter II and not repeated here.

CHAPTER X: CONCLUSION

PART I — THE PURPOSE OF THIS CHAPTER

10.1 This Chapter draws together the work of the Commission. It does not repeat, finding by finding, what the preceding Chapters have already established. The substantive findings, and the reasoning on which they rest, are to be found in Chapters II to IX, and it is there that the authority for what follows resides. The function of this Chapter is threefold: to state, in consolidated and final form, the overall assessment to which the whole of the evidence has led the Commission; to record the Commission's final findings against each of the matters committed to it by its ToR, and against the conduct of the individuals concerned; and to bring together, by addressee and by theme, the recommendations made throughout the Report, adding such further recommendations of a general and structural character as the Commission considers the matters before it to require.

10.2 Where this Chapter and an earlier Chapter address the same matter, the fuller treatment in the earlier Chapter is to be taken as the source of the underlying finding, and this Chapter as its distillation. Nothing in the brevity of the statements that follow is intended to qualify the findings made at length in the Chapters from which they are drawn; what is stated here shortly was, in each case, arrived at fully.

10.3 The Commission has borne throughout in mind the limits of its function. It is an inquisitorial body charged with the establishment of fact in the public interest; its findings are findings of fact made on the balance of probabilities, assessed across the totality of the evidence, and they are not, and do not purport to be, determinations of criminal guilt or of civil liability, which are matters for the courts and for the prosecuting and integrity authorities alone. Where the Commission has found that conduct discloses a breach of duty, or bears the character of an inducement, or warrants investigation, it has said so; and where the cogency of the evidence has fallen short of what the gravity of an allegation demands, it has equally said so, and has declined to allow a finding of impropriety to harden, by elision, into a finding of corruption.

10.4 Commissions of Inquiry occupy an important place within a democratic society governed by the rule of law. They are established not to determine political contests, nor to substitute for the functions of the courts, but to provide an independent and transparent means of examining matters of substantial public concern, establishing the relevant facts, assessing the conduct of public institutions and officials, and identifying lessons that may strengthen governance in the future. Their value lies not only in uncovering wrongdoing where it exists, but also in reassuring the public where allegations are found to

be unfounded, and in creating an authoritative public record of matters that affect the national interest.

10.5 The circumstances giving rise to this Inquiry made such an examination both appropriate and necessary. The lease and development of Assomption Island involved the disposition and use of a public asset of considerable national significance, together with a series of decisions relating to planning, environmental regulation, immigration, land use, and the exercise of executive authority. Questions arose as to whether the applicable legal and regulatory frameworks had been observed, whether independent authorities had been permitted to perform their statutory functions free from improper influence, and whether decisions affecting the public interest had been taken in a manner consistent with the Constitution and the laws of Seychelles. These were matters that warranted careful and independent scrutiny irrespective of the identity of the individuals or administrations involved.

10.6 The Commission is conscious that inquiries into decisions taken by a former administration may be perceived by some as political in character or as an attempt to discredit those previously entrusted with public office. Such perceptions are neither unusual nor unique to Seychelles. However, the legitimacy of a commission of inquiry is not determined by the political consequences that may flow from its findings, but by the fairness, independence, and integrity of the process through which those findings are reached. Public confidence depends upon the willingness of a commission to follow the evidence wherever it leads, whether that evidence ultimately supports, qualifies, or refutes allegations that have been made.

10.7 Throughout its work, the Commission has sought to discharge its mandate in that spirit. Its findings have been based upon the evidence placed before it, including documentary records, witness testimony, and submissions from interested persons. The Commission has applied the same standards of scrutiny to all participants, has distinguished carefully between proven facts and allegations, and has refrained from drawing conclusions unsupported by the evidence. Where allegations of corruption or improper inducement have not been established, the Commission has said so. Where failures of legality, transparency, accountability, or administrative propriety have been established, the Commission has reported them irrespective of the political consequences that may follow.

10.8 The Commission therefore invites its Report to be read not as an assessment of political personalities or partisan interests, but as an examination of the manner in which public power was exercised in relation to a matter of significant national importance. Its purpose is to contribute to public understanding, institutional accountability, and the strengthening of constitutional governance. Whether one agrees or disagrees with its

conclusions, the enduring value of the Inquiry lies in its commitment to those objectives and to the principle that the exercise of public power in a democratic society must always remain open to lawful and independent scrutiny.

PART II — THE COMMISSION'S OVERALL ASSESSMENT

10.9 Stepping back from the detail of nine Chapters, the Commission is able to state, shortly, the picture that the evidence as a whole discloses. It is not a picture of a single unlawful act, nor of a single corrupt payment, capable of being isolated and undone. It is a picture of a transaction of the gravest national consequence – the disposition, for seventy years, of part of one of the most ecologically significant islands of the Republic, lying upon the very threshold of a World Heritage Site – carried through, from beginning to end, in a manner that subordinated the independent judgment of the institutions of the State to the will of the Executive and to the interests of a foreign developer. The several failures the Commission has found are not discrete; they are the symptoms of that single underlying condition, and they are best understood together.

A. A transaction settled before it was tested

10.10 The Commission finds, as the first of the threads that run through the whole of this Report, that the Assomption development was, in substance, settled between the Government, the IDC and the Developers before the process by which it was ostensibly to be tested had begun. The Developer's interest was being cultivated at the highest level months before the EoI was published; draft leases were exchanged with the Developers while that EoI was still open; the President met the principal of the Developer, and resided at the Developer's hotel, during the currency of the very process that was meant to be competitive; a foreign Developer advanced nearly USD 12 million towards the upgrading of State infrastructure almost a year before it held any right to develop the Island; and the legal instruments namely, the sanction, the Headlease, the Sublease were produced in a sequence explicable only on the footing that the outcome had long been arranged. The EoI was, as the Commission has found, competitive in form and not in substance. Everything that followed bore the marks of a result reached in advance and thereafter clothed in the appearance of process.

B. The displacement of independent judgment by executive will

10.11 The Commission finds that the principal vice of the whole transaction, and the deepest of the failures it has found, was the displacement of the independent judgment of the institutions of the State by the will of the Executive, and in particular by the personal intervention of the then President. That displacement is visible at every regulatory chokepoint the Commission has examined: in the compromised final ESIA report, in the procurement of the NOA, withheld by the Department of Environment on substantial technical grounds and issued

within days of a meeting convened by the President at State House; in the lifting of the first environmental Stop Notice within days, under like pressure, only for the system to function lawfully when, in November 2025, officials at last reverted to consulting the responsible Minister and acting on the merits; in the expedition of the June 2025 tranche of occupation permits upon instruction "from the top"; in the authorisation of an international flight departure from a domestic airstrip not lawfully open to it, secured by sustained pressure routed at the highest protocol level; and in the inversion of the statutory sequence governing the sand-extraction permit. This is not a mere failure of good administration. It is repugnant to the constitutional order of the Republic, under which the Constitution is supreme; the executive authority of the President is to be exercised in accordance with the Constitution and the laws, and not above or athwart them; and the functions which the law confides to independent authorities are not the Executive's to set aside at will. That, more than any single act of impropriety, is the gravamen of what the Commission has found.

C. Regulatory subservience and structural weakness

10.12 The Commission finds that the Executive was able to displace independent judgment as readily as it did because the regulatory architecture of the State was structurally unequal to the task of resisting it. The officers most closely concerned - the Sand and Gravel Controller, the Principal Secretary and Director-General for Environment, the aviation regulators, and at critical moments the Board of the Planning Authority displayed a deference to ministerial and presidential direction which the law neither contemplated nor does it permit, and which in several instances the governing statute expressly forbade. That deference, which the Commission has termed subservience, was the product not principally of individual moral failure as the candour and evident good faith of many of those officers the Commission has expressly acknowledged but of structural pressures: the appointment of regulators through the same executive channels as the directives they are required to resist; the dual-role arrangements that placed senior officers of the regulator upon the board of the very entity whose projects they assessed; the absence of any obligation to record and report executive intervention; and the convening of unminuted meetings at State House upon matters being lawfully withheld by the body responsible for them. The architecture failed, and the recommendations of this Report are directed, above all, at its repair and to ensure that it never happens again.

D. A pattern of benefit giving

10.13 The Commission finds that, alongside the executive and political pressure it has described, there ran a distinct and consistent pattern by which the Developer conferred financial benefits upon persons and initiatives connected with the Government during the very period in which the Developer's interests were

before the Government for decision. The Commission has found four such benefits established: the Developers' funding, solicited by Mr. Bernard Georges, of the purchase of "heritage" material; the Developer's funding of a youth-mobilisation event of the governing party in the pre-election period, of which both Mr. Georges and Mr. Ramkalawan among the LDS election candidates were among the beneficiaries; the Developer's contribution of three million United States dollars in connection with the FIFA Beach Soccer World Cup, solicited by the President, which the Commission has found, notwithstanding its sporting pretext and its open routing through the Consolidated Fund, to bear in substance the character of an inducement; and the Developer's hospitality to the President and his entire delegation at its Waldorf Astoria Ithaafushi resort in June 2023, during the currency of the EoI, a stay which, having regard to the published rates of that resort, was a considerable incentive and which the Commission has likewise found to bear the character of an inducement.

10.14 To these established benefits must be added the undocumented foreign travel, borne by a private commercial interest of the Emirates, which the Commission has been unable, on the material available to it, either to vindicate or to condemn.

10.15 The Commission has not found that any bribe, kickback or secret commission was paid to procure the grant of the Sublease or the permissions; the influence brought to bear upon those decisions was, as it has held, executive and political rather than pecuniary. But it has found that the willingness of the Developer to confer such benefits, and of those connected with the Government to receive them, is itself a matter of grave concern, whether or not each transaction, taken alone, is corrupt.

E. Value neither tested nor secured

10.16 The Commission finds that a disposition of singular magnitude and permanence was entered into without the Republic ever establishing what it was worth. The central commercial term, that is, the rent and the capital premium together, was fixed in 2024 with no independent valuation at all, in reliance upon an officer who held the incompatible roles of Government valuer, member of the IDC Board and member of the Planning Authority simultaneously, and who produced none. The headline rent of USD 2 per square metre was not, by reference to the comparators in evidence, an obvious undervalue; but the only genuinely competitive and broadly contemporaneous Seychelles comparator, the Long Island tender, secured double the premium per square metre, and the absence of a true competitive process is likely to have cost the Republic value. The USD 20 million prepayment was in law a capital premium, with fiscal consequences for sanction fee, stamp duty and currency conversion that were not recognised at the time. The bulk of the project value was allocated to the Developer's own affiliates. The Commission has found, in

consequence, that the terms secured were not shown to be commercially prudent or to serve the best financial interests of the Republic with the rigour that a transaction of this kind demanded; and that the financial investigation which alone could have resolved what remains open could not be completed, the integrity authorities not having furnished the financial intelligence required of them and the audit of IDC remaining unfinished.

F. An ecological gamble upon the doorstep of a World Heritage Site

10.17 The Commission finds that the development was permitted to proceed upon an island of high and in certain respects unique conservation value and not the "wasteland" it was repeatedly and wrongly said to be, in the absence of the most elementary scientific foundation. No adequate pre-development ecological baseline was ever established; the full biodiversity assessment was deliberately deferred to run concurrently with construction, contrary to the scientific method, the precautionary principle, and international best practice, with the result that neither the harm already done nor the efficacy of any future mitigation can now be reliably measured. The assessment itself was compromised by a conflict of interest correctly identified and wrongly overcome; the consultation was rushed and its feedback withheld; the great majority of the mitigation commitments assessed were not complied with; thirty-seven villas to be placed along the finest green-turtle nesting beach in the Republic; a dune system more than a century old and incapable of renewal on any human timescale was substantially destroyed; and construction proceeded in advance of any institutionalised biosecurity regime, upon the very threshold of Aldabra. The Commission finds that the development, as conceived and partly built, does not answer the description of the modest, environment-led establishment that was promised and was the premise of its authorisation; that it is potentially inconsistent with the directive principles of Article 38 of the Constitution; and that it has exposed a World Heritage Site of global significance, for which the Republic answers to the world, to a real and avoidable risk.

10.18 The Commission pauses, since the term was so much contested before it, upon what an "eco-resort" is. There is no statutory definition of ecotourism in the law of Seychelles, but the concept is not at large: it has a settled core in the international literature and in the intergovernmental instruments that govern the field, against which a development claiming the label may be measured.[274] Those sources converge upon four requirements, that the activity be nature-based, drawing its appeal from the natural setting rather than displacing it; that it be sustainably managed and demonstrably low in impact; that it return a

[274] Ralf Buckley, 'A Framework for Ecotourism' (1994) 21 *Annals of Tourism Research* 661; Hector Ceballos-Lascuráin, *Tourism, Ecotourism and Protected Areas: The State of Nature-Based Tourism around the World and Guidelines for Its Development* (IUCN 1996) 301 <http://dx.doi.org/10.2305/iucn.ch.1996.7.en> accessed 7 June 2026; Martha Honey, *Ecotourism and Sustainable Development: Who Owns Paradise?* (2nd edn, Island Press 2008).

positive benefit to the conservation of the resource on which it depends; and that it carry a genuine educative and interpretive purpose for visitor and host alike.[275] To these the most authoritative intergovernmental statement, the Québec Declaration[276] on Ecotourism adopted under the aegis of the World Tourism Organisation[277] and the United Nations Environment Programme in the International Year of Ecotourism, 2002[278], (which Seychelles actively participated in)[279] adds that genuine ecotourism, though not invariably, generally favours operation upon a smaller and lower-impact scale.[280] The literature is at one in condemning the appropriation of the prefix "eco" for a development that does not meet these requirements as the practice it calls "greenwashing".[281] Measured against each of these criteria the Assomption development, as conceived and partly built, falls short: it is not nature-based but in material respects nature-displacing, a dune system more than a century old destroyed and thirty-seven villas set upon the Republic's finest green-turtle nesting beach; it is neither demonstrably low in impact nor small in scale, a runway extension bisecting the Island; it currently returns no established benefit to conservation, the biodiversity baseline having been deferred which will obscure its output and many of the ESIA mitigation commitments left unmet; and its environmental and educative pretensions were, on the evidence, a matter of presentation rather than of substance. The Commission finds, accordingly, that the "eco-resort" by which the development was authorised and defended was an eco-resort in name, and not in nature.

G. Sovereignty intact in law, qualified in fact

10.19 The Commission finds, finally, that the Republic has not abdicated its sovereignty over Assomption Island. No instrument cedes, surrenders or alienates sovereignty; a lease is not a cession; the radical title and the governing authority of the State remain undisturbed; and the proposal that the Sublease be governed by Qatari law was resisted and not adopted. But the Commission finds that the Republic has, by the terms of the transaction and the manner of its implementation, allowed its effective control over part of Assomption and

[275] See the International Ecotourism Society (TIES) definition of 1990 as revised in 2015, <https://ecotourism.org/news/ties-announces-ecotourism-principles-revision> accessed 7 June 2026.
[276] Québec Declaration on Ecotourism, <https://www.gdrc.org/uem/eco-tour/quebec-declaration.pdf> accessed 7 June 2026.
[277] United Nations World Tourism Organisation (UNWTO), now UN Tourism, takes charge of the promotion of responsible, sustainable and universally accessible tourism. See <https://www.un.org/regularprocess/content/united-nations-world-tourism-organization-unwto> accessed 7 June 2026.
[278] See International Year of Ecotourism 2002, <https://unis.unvienna.org/unis/en/pressrels/2002/envdev607.html> accessed 7 June 2026.
[279] As a leading proponent of sustainable tourism, Seychelles participated actively in the preparatory process for the World Ecotourism Summit 2002, hosting in Mahé, in December 2001, the meeting which formulated the ecotourism statement for Small Island Developing States (SIDS). See *Final Report of the World Ecotourism Summit, Québec City, Canada, 19–22 May 2002*, 10 <https://www.gdrc.org/uem/eco-tour/Final-Report-WES-Eng.pdf> accessed 7 June 2026.
[280] Supra fn 3.
[281] See Sebastião Vieira de Freitas Netto and others, 'Concepts and Forms of Greenwashing: A Systematic Review' (2020) 32 *Environmental Sciences Europe* 19.

over certain functions of the State upon it to be qualified by, and in places made dependent upon, a foreign private interest: by contractual fetters upon its freedom to use and to recover its own retained territory; by alienation clauses that threaten the dispersal of control among opaque and possibly foreign hands; by an airstrip that is to be a working international point of entry whose border the State must be vigilant to control; and by a dependence, for functions properly its own, upon assets resting on the goodwill of a foreign party. What the Republic retains in law, the Commission has said and repeats, it must be willing to exercise in fact.

PART III — THE COMMISSION'S FINAL FINDINGS BY TERMS OF REFERENCE

10.20 The Commission states its final findings against each of the matters committed to it. They are stated as conclusions; the evidence and reasoning are in the Chapters cited.

(a) and (b): The origin and execution of the Sublease, and the parties and negotiators

10.21 The Commission finds that the Sublease of 18 September 2024 was the product of a process which, though ostensibly conformable to the framework of Seychelles law and to IDC's own Board procedures, was in substance shaped by executive interest at the highest level and by a developer-side strategy of pre-positioning during an EoI that was competitive in form only. The transaction is structurally vulnerable on the indefinite description of the demised area, the characterisation of the prepayment, the prospective-alienation clauses, and the inconsistency between the sanction and the Sublease completion deadlines. The USD 20 million prepayment is, in law, a capital premium and not rent paid in advance. The Commission has found breaches of duty against the Principal Secretary for Lands and against the conflicted Government valuer; it has not found, on the evidence before it, breaches actionable in damages (Chapter II).

(c) Planning and ancillary permissions

10.22 The Commission finds that the planning and ancillary permissions were processed in a manner formally consistent with the Physical Planning Act 2021 and the Removal of Sand and Gravel Act but were repeatedly compromised in substance by executive pressure. The runway extension was misclassified as a desktop assessment and built in breach of an express antecedent condition of its environmental authorisation, and now bisects Assomption without the tortoise underpasses that proper classification would have required; the NOA was procured by the personal intervention of the President; the sand-extraction permit and its variation were issued in an inversion of the statutory sequence, without application, without biodiversity assessment and without lawful basis, and dune sand was thereafter extracted for unlicensed construction use which

continues to this day, doing irreparable harm to a unique feature of the island; and the Planning Authority failed, over the better part of a year, to deploy the enforcement powers that the manifest and continuing breaches before it demanded. The Commission has found a pattern of regulatory subservience, the product of structural weakness rather than of individual venality (Chapter III).

(d) Compliance with the law governing the employment of non-Seychellois workers

10.23 The Commission finds that the employment of non-Seychellois workers was, in its broad shape, carried through the lawful two-stage process, but was attended by a number of irregularities and by one material instance of executive intervention: a post was approved without the advertisement the law requires; the foundational number of posts could not be stated consistently upon the very instruments approving them; the monitoring condition was imposed and not enforced; a second workforce, engaged by a wholly foreign-owned company, was present upon permits taken out in the name of another, concealing the true employer from the authority that approved them; workers approved for the Assomption project were removed to other operations without notice or variation; and the June 2025 tranche of permits was expedited following intervention from the top. The Commission found no corrupt payment in connection with the permits; the influence was executive and political (Chapter IV).

(e) Environmental and ecological impact

10.24 The Commission finds that the development proceeded upon an island of high and unique conservation value without an adequate pre-development baseline, the full biodiversity assessment having been deliberately deferred to run concurrently with construction contrary to scientific method and the precautionary principle; that the ESIA process was compromised by an uncured conflict of interest, a rushed consultation and material deficiencies of substance; that the development effected an inadequately addressed step-change in the biosecurity risk to Aldabra; that the conduct of construction departed substantially and repeatedly from the mitigation regime and the conditions of the NOA; that improper influence was brought to bear upon environmental decision-making by Mr. Wavel Ramkalawan personally; that the Developer met the cost of an election youth-mobilisation event of the governing party; that the development does not meet the description of the eco-resort that was its premise and is inconsistent with Article 38 of the Constitution; and that it engages important international obligations of the Republic and gives rise to a real risk to the World Heritage status of Aldabra (Chapter V).

(f) International flights

10.25 The Commission finds that no international flight landed directly upon Assomption, all requests for direct landing having been refused; but that on 6 April 2025 two international aircraft departed directly from Assomption to Doha, neither returning through Seychelles International Airport, the departure of at least one being authorised by the Chief Executive of the Civil Aviation Authority upon a "Head of State" rationale that has no basis in the published Aeronautical Information Publication and that constitutes a recordable breach exposing the Republic to an adverse ICAO finding. No passenger manifest was retained, and no border-control formalities were discharged at the declared port of entry. Sustained pressure was exerted upon the aviation authorities to secure the authorisation; the Commission found no evidence that it was accompanied by corruption or inducement. The episode exposed a material weakness in the protection of the national border at the Outer Islands (Chapter VI).

(h) The visit of the President to the Maldives

10.26 The Commission finds that the State Visit to the Maldives of June 2023 was genuinely initiated by the Government of the Maldives as the reciprocal leg of an established bilateral relationship, and was not contrived or engineered by the Seychelles Executive as a pretext to meet the investor. The President did meet the principal of the Developer during the visit, was personally received and toured by him, and was accommodated, contrary to the original programme, at a resort owned by him; and the Commission has found, on the evidence of Mr. Savy, that the President had advance knowledge that he would meet the Developer, so that his account of an encounter discovered "by accident" cannot be accepted in full. The Commission does not find, however, that the meeting was the vehicle of any clandestine commercial negotiation or improper connivance to secure the project. The evidence truly probative of impropriety in the award lies not in the events of the Maldives but in the conduct of the EoI, addressed elsewhere in this Report. The coincidence of the visit, the accommodation and the meeting nonetheless amounted to a real benefit enjoyed by the President and his entourage and gave rise to a legitimate public perception of impropriety which the absence of proper records did nothing to dispel (Chapter VII).

(g) Transparency, legality and financial probity

10.27 The Commission finds that the procedures for granting the Sublease, the permissions and the occupation permits, though largely observed in their outward form, were in substance neither fair nor transparent and were in several respects unlawful; that fair market value was never established by any process capable of demonstrating it; that undue and illicit benefits were conferred by the Developer interests: the "heritage-purchase" funding, the

funding of the governing party's election youth event event and that the FIFA contribution bore the character of an inducement, while no bribe, kickback or secret commission to procure the grant or the permissions was established. Moreover, the Commission finds that the procurement and contracting of the works was attended by undisclosed conflicts of interest affecting the executive of IDC, and that the payments made under the civil contract require independent verification and reconciliation. The Commission found that the former President's frequent, undocumented foreign travel, its airfares borne by an unknown interest, leaves open an inference of impropriety that the Commission has been unable to resolve and has referred for investigation; and that the financial investigation could not be completed for want of cooperation from the integrity authorities and of a finished audit of IDC. Standing back, the Commission finds that the transaction was characterised throughout by opacity, by the displacement of independent institutional judgment by executive will, and by a willingness to confer and to receive financial benefits during the currency of the decisions concerned, which together fell well below the standards that the public is entitled to expect (Chapter VIII).

(i) Sovereignty over Assomption

10.28 The Commission finds that there has been no abdication of the Republic's sovereignty over Assomption as a matter of law, but that the Republic has allowed its effective control over part of Assomption and over certain State functions upon it to be qualified by, and in places made dependent upon, a foreign private interest, in the respects set out at Part II.G above and in Chapter IX. The remedy lies not in any contention that the Republic has ceased to be sovereign, but in the firm exercise of the sovereign and landlord controls that it retains (Chapter IX).

PART IV — FINAL FINDINGS AS TO INDIVIDUAL CONDUCT

10.29 The Commission consolidates here its findings upon the conduct of the principal individuals, which fall to be read together across the Chapters in which they were made. The Commission repeats that these are findings of fact, not determinations of criminal or civil liability, and that the matters referred for further action are referred to the authorities competent to determine them. Each of the individuals has had an opportunity to be informed of these adverse findings and an opportunity to access the findings, the evidence on which they were made and to make representations to the Commission. Where they have engaged in this process, those responses have been reflected in the preceding chapters.

Mr. Wavel Ramkalawan, former President of the Republic

10.30 The Commission finds that Mr. Ramkalawan personally intervened to override the independent judgment of the environmental and planning authorities of the

State: in the procurement of the NOA and the lifting of the initial Stop Notice, as well as in the expediting of the June 2025 gainful occupation permits. It finds that he announced, through personal pronouncement and without following institutional procedures, the displacement of ICS by SIF at more than ten times the cost; that he solicited and engaged in financial benefits conferred by the Developer, notably the FIFA contribution, which was found to constitute an inducement, and the youth-mobilisation event of which he was a beneficiary. The Commission finds that he benefited from frequent, undocumented foreign travel, funded by an undisclosed party from the Emirates while subsistence was paid from public funds, and his failure to produce the records he promised to provide, raises an inference of impropriety, which the Commission has referred for investigation. The Commission finds that this conduct falls far below the standards expected of the holder of the highest office, as outlined by the Constitution and the Public Officers' Ethics Act 2008, and would, if he had remained in office, potentially have justified a motion under Article 54. His departure does not exempt him from criminal liability under the Anti-Corruption Act 2016 and the Penal Code, nor from liability under the Public Officers' Ethics Act, nor from civil obligations to account. At the very least, he should be ordered to refund to the public purse any unsubstantiated per diem allowances. The Commission refers his conduct to the appropriate investigating and integrity authorities (Chapters II, III, IV, V, VI, and VIII).

Mr. Bernard Georges, former Chairman of SIF and Leader of Government Business

10.31 The Commission finds that Mr Georges held simultaneously a constellation of irreconcilable offices: Member of the National Assembly for Les Mamelles, Leader of Government Business, Chairman of the SIF, and Trustee of the ICS, which placed him in a position of acute and continuing conflict of interest that his belated resignation from the ICS Board mitigated but did not cure; that he aggravated that conflict by private and social dealings with the Developers whose project his own Foundation was opposing; and that, most seriously, he solicited and accepted financial benefit from that Developer in the form of funding for the so-called purchase of heritage material, and was a beneficiary of the Developer's funding of the governing party's event. The Commission accepts that he sought no personal enrichment but finds the conduct seriously improper and incompatible with the independence demanded of the offices he held, and refers it to the appropriate authorities for consideration against the law governing corruption and the holding of public office (Chapters V and VIII).

10.32 By letter of 12 June 2026 the Commission gave Mr. Ramkalawan and Mr. Georges notice of the potential adverse findings it was minded to make against them, identified the substance of the matters and of the evidence upon which each rested, and afforded him the opportunity to respond before any such finding was finalised. Mr. Ramkalawan and Mr. Georges did not address the

substance of those matters. They responded jointly, by a document styled a Joint Open Response and dated 26 June 2026, in which they declined to make representations upon the potential adverse findings and contended instead that the Commission's procedure was unfair: that the report delivered to the President of the Republic was already the final report of the Commission; that the Commission had failed to provide them with the relevant portions of its draft report, in breach of Rule 31; and that, the report having been submitted, the invitation to respond was a fait accompli. They indicated that they would publish their Response. The Commission has considered that Response, and for the reasons that follow it rejects the contentions upon which it rests and is satisfied that its Procedures and Rules were observed; the findings recorded above against each of them accordingly stand.

10.33 The premise of the Response, that the document delivered to the President was the final report, is mistaken. Article 5 of the instrument of appointment required the Commission to submit a written report of its inquiry within six months of its first sitting; that temporal obligation the Commission discharged, and the submission of the report within the appointed period did not convert a draft into a finalised document. The finalisation of the report is governed not by Article 5 but by the Commission's Procedures and Rules, and in particular by Rule 31, upon which the respondents themselves rely. Rule 31 requires the preparation of a draft report, the giving of notice to those affected, and the consideration of any representations before the report is finalised; a report that has not passed through that procedure is, by the very terms of the Rule invoked, a draft and not a finalised report. The respondents cannot at once invoke Rule 31 to allege its breach and deny the operation of the Rule that renders the report a draft until the procedure is complete: if Rule 31 applies, the report delivered to the President was necessarily a draft; and if it does not, the complaint of its breach falls away. The issue of the notices of 12 June 2026, which record in terms that they are not the final conclusions of the Commission and that no finding will be finalised until representations have been considered, is itself irreconcilable with the finality the respondents seek to attribute to the report.

10.34 Nor is the position altered by the media release of the Office of the President, or by the Commissioner's recorded remarks, upon which the Response relies. The Commission is neither the author of nor answerable for a communication issued by State House, and the legal status of the Commission's work is not determined by the language of a document the Commission did not draft; the acts of the Commission are recorded in its notices, the words of which are its own. The Commissioner stated, in terms, that notices of potential adverse findings had been issued to the persons concerned and that the Commission would consider any representations made before its final report was released; those remarks are consistent only with a draft report and an unfinished process, and the isolation of the single observation that the report had been submitted within the prescribed time misreads the whole.

10.35 The contention that the Commission withheld the relevant portions of its draft report is not borne out by the notices. Each notice set out, in particularised form, the substance of every potential adverse finding, the conduct to which it related and the evidence upon which it rested, identified by Chapter and by reference, and offered to make available, upon written request, copies or particulars of any specific document, transcript or exhibit referred to. That is the disclosure of the relevant portions of the report in the form that fair procedure requires; the obligation is to give the substance of the proposed finding and of the supporting evidence, sufficient to permit a meaningful answer, and not to furnish the verbatim text of a report not yet finalised. The offer of the underlying material was open to each respondent, and neither took it up. The opportunity so afforded, to dispute any matter of fact, to draw attention to evidence already before the Commission, to adduce further evidence, to apply for the recall of any witness, and to be advised and represented, was a real and sufficient one; and the requirements of natural justice, and of Rule 29, are satisfied by the affording of such an opportunity and are not defeated by a decision to decline it.

10.36 The Commission rejects the suggestion that the manner in which the respondents were examined disclosed a settled intention to find against them. An inquiry of this character is inquisitorial, and the testing of evidence by firm and searching question is the proper discharge of the Commission's function and not the mark of a closed mind; the very issue of the notices, and the Commission's willingness to alter its findings in the light of representations, as it has done elsewhere in this Report, is the antithesis of predetermination. Having considered the Joint Open Response in its entirety, the Commission is satisfied that it observed the principles of natural justice and its own Procedures and Rules, that both Mr. Ramkalawan and Mr. Georges were afforded a fair and meaningful opportunity to answer the matters identified, and that the opportunity was declined. The findings recorded above against each of them are maintained.

Mr. Glenny Savy, former Chief Executive Officer of IDC

10.37 The Commission records that Mr. Savy's evidence was substantially candid, that he resisted the diversion of the prepayment, declined an apparent inducement at the first meeting, and secured terms favourable to IDC by reference to the comparators in evidence, and the Commission does not find that he breached the duties owed by him as a director and Chief Executive under the Companies Ordinance. But the Commission finds that the procurement and contracting of the works was attended by undisclosed conflicts of interest affecting him, entities connected to his son and stepson, and the family insurance interest, being engaged or nominated under the runway and civil contracts without disclosure or recusal, one of them paid in advance of the Sublease; and that whether any undue benefit thereby passed to him or to those connected with

him is a question of financial probity which the incompleteness of the audit and of the financial investigation has left unresolved, and which the Commission has referred for investigation. The Commission makes no finding that any illicit payment passed to him. (Chapters II and VIII).

The Developer

10.38 The Commission finds that the Developer pursued a strategy of pre-positioning during an EoI competitive in form only; that its operation of MEP works though workers employed by IDC; that it conferred financial benefits upon persons and initiatives connected with the Government during the currency of its dealings with the Government, including the "heritage-purchase" funding, the FIFA contribution found to bear the character of an inducement, and the funding of the governing party's event. The Commission has not found, on the evidence before it, that the Developers paid any specific bribe, kickback or secret commission to procure the grant or the permissions (Chapters II, V and VIII).

The officers of the State

10.39 The Commission records, lest its findings of institutional failure be mistaken for findings of individual moral failure, its appreciation of the candour and conscientiousness of many of the officers who gave evidence, among them Mrs. Angela Servina, Mr. Denis Matatiken, Mr. Sayeed Abdelhaq Salih, Mrs. Nanette Laure the officers of SIF, and Mr. Cyril Bonnelame, Mr. Christian Lionnet, against none of whom the Commission makes any adverse finding and who in several instances discharged their functions in the face of considerable pressure. The findings of failure in this Report are findings against the architecture of regulatory oversight and against the patterns of executive intervention that the architecture failed to resist, and the recommendations are directed to the repair of that architecture, in the expectation that the officers concerned, freed from the structural pressures identified, will discharge their statutory functions with the independence the law intends.

PART IV — CONSOLIDATED RECOMMENDATIONS

10.40 The Commission brings together its recommendations by theme and by addressee. The detailed recommendations of Chapters II to IX are affirmed and are not repeated here in full; this Part draws them together, identifies those that are urgent or time-bound, and adds such further recommendations of a general and structural character as the Commission considers necessary. Where a recommendation is stated shortly below, the fuller form is to be found in the Chapter cross-referenced.

A. The protection of regulatory and institutional independence from executive interference

10.41 The single most important class of recommendation, to which the Commission attaches the greatest weight, is directed at insulating the independent judgment of the institutions of the State from the executive interference that was the principal vice of this transaction. The Commission recommends:

(a) that any communication from the Office of the President, from a Minister, or from their staff, bearing upon a particular pending regulatory, planning, environmental, employment, immigration or aviation decision, be recorded in writing upon the file of the body concerned and be open to the inspection of the National Assembly, and that decisions upon such matters be taken by the responsible authority upon their merits and free of direction (Chapters III, IV, V, VIII);

(b) that no meeting be convened at State House upon the subject of a particular pending regulatory decision without a minute-taker from the Cabinet Office, the minute to be circulated within forty-eight hours and lodged on the file of the body concerned; and that the Office of the President refrain, as a matter of constitutional convention, from convening meetings upon decisions being lawfully withheld by the responsible body (Chapter III);

(c) that the regulatory offices most exposed to pressure; in particular the Sand and Gravel Controller, the Planning Authority and the Department of Environment, be insulated from the prospect of contract renewal and from dual-role conflicts, and that no senior officer of a regulator be appointed to the board of any parastatal entity that is or may be the recipient of the authorisations the regulator issues (Chapters III, V);

(d) that every environmental authorisation, Stop Notice, Prohibition Order or lifting thereof be made in writing by the responsible authority on stated technical grounds, with a contemporaneous record of any communication from the Executive bearing upon it (Chapter V).

B. Legislative reform

10.42 The Commission recommends to the National Assembly a programme of legislative reform, comprising in particular:

(a) the amendment of the State Land and River Reserves Act to provide expressly for the circumstances in which, the procedure by which, and the persons by whom a capital premium may be received on the grant of a lease of State land, and the manner of its accounting, the present Act recognising only periodic rent paid in advance (Chapter II);

(b) the closing of the lacuna by which a disposition of State land by way of lease escapes both the Public Procurement Act and the disposal provisions of the Public Finance Management Act 2012, so that no future disposition of comparable magnitude may be made without independent valuation, a transparent process and the scrutiny the magnitude of the commitment demands (Chapter VIII);

(c) the amendment of the Environment Protection (Impact Assessment) Regulations to strengthen the independence of the environmental assessment consultant, that no body charged with the ongoing conservation of a site assess a development upon it, that any extension of an airfield be classified as a Class 1 activity, and that binding and enforceable standards for coastal setbacks (of not less than seventy-five metres in the Outer Islands), and for turtle-friendly and dark-sky lighting, be prescribed (Chapters III, V);

(d) the amendment of the Employment Act and the Immigration Decree 1979 to require the reconciliation of approved posts and permits with any cap imposed under a planning or environmental authorisation, to prohibit the redeployment of workers save upon fresh application and variation, and to record and open to inspection any communication from the Executive touching a particular approval or permit (Chapter IV);

(e) the review and, if any non-emergency exemption is to be permitted, the amendment of Rule 1.2 of the Aeronautical Information Publication to provide an express, narrow and transparent basis for it, with defined criteria, in place of the unstructured discretion of an individual officer (Chapter VI).

C. The integrity, prosecuting and financial authorities

10.43 The Commission recommends to the appropriate investigatory and integrity authorities that they take up the matters which the Commission, as an inquisitorial body, was neither equipped nor empowered to conclude. In particular:

(a) that the conduct of Mr. Wavel Ramkalawan raised in this Report be referred for consideration of such proceedings as may lie, including under the Anti-Corruption Act 2016, the Penal Code and the Public Officers' Ethics Act 2008, and any civil proceeding to account, in respect of his solicitation of and dealings in the benefits conferred by the Developer and his undocumented foreign travel (Chapter VIII);

(b) that the conduct of Mr. Bernard Georges in soliciting and accepting the heritage-purchase funding, and as a beneficiary of the party-event funding, benefiting from the hospitality of the Developer on numerous occasions be

referred for consideration against the law governing corruption, political and campaign financing, and the holding of public office (Chapters V, VIII);

(c) that the undisclosed conflicts of interest affecting the executive of IDC, and the question whether any undue benefit passed to Mr. Glenny Savy or to entities connected with him, be investigated; and that the financial intelligence and audited accounts which the Financial Intelligence Unit, the Anti-Corruption Commission and IDC failed or were unable to furnish to the Commission be obtained and analysed, those bodies being furnished with the resources to complete the task and required to report the result (Chapter VIII);

(d) that the source, routing and destination of the Developer's funding of the heritage purchase and of the party event, and the identity of the party who bore the cost of the Presidential delegation's stay at the Waldorf Astoria Ithaafushi, be ascertained, and that the former President's pattern of foreign travel and the identity of who paid for these trips be investigated (Chapter VIII);

(e) that an independent quantity surveyor certify the value of the work executed under the runway-extension and civil contracts and reconcile it against the payments made (Chapter VIII).

D. The rectification of the transaction and the recovery of public revenue

10.44 The Commission recommends, as matters requiring prompt and in some instances time-bound action:

(a) that the Registrar of Deeds require IDC and OBIL to lodge, within ninety days, a survey plan of the demised area approved by the Director of Surveys and endorsed by the responsible Minister, with a supplemental instrument identifying the area, in rectification of the Mortgage Repertoire entry; and that the Registrar accept for registration no subsequent alienation under clauses 13 or 14 of the Sublease absent the Republic's prior express written consent (Chapters II, IX);

(b) that the Seychelles Revenue Commission and the Registrar-General reassess the sanction fee and stamp duty on a base treating the USD 20 million as capital consideration in its entirety, and recover any shortfall, and that the Central Bank verify the satisfaction of the currency-conversion condition for each tranche (Chapters II, VIII);

(c) that the IDC Board pursue, as a matter of urgency, the amendment of the civil contract to the agreed twenty-six-month duration so as to remove the contingent exposure of some USD 4 million (Chapters II, VIII); and

(d) that IDC finalise and publish its audited financial statements for 2024, produce the forensic review of its former Chief Executive, and complete the outstanding audit, so that the application of the funds received under the Sublease and the associated contracts may at last be established (Chapter VIII).

(e) that, before 27 March 2027, the Principal Secretary for Lands issue a supplementary sanction aligning the completion deadline under the IPTRA sanction with that of the Sublease, or the parties execute a Deed of Variation to the like effect; and that the deficiencies in the corporate filings of the Developer's Seychelles entities be taken up by the Registrar of Companies for investigation and such administrative enforcement as may be warranted (Chapter II).

E. The environment, biosecurity and the protection of Aldabra

10.45 The Commission notes that, since the close of its hearings, the Prohibition Notice MECENR/WEP/01/2025 of 13 November 2025 has been amended by Variation Notice MACCE/WEP/Variation/01/2026,[282] issued by the Administrator under section 57(1) of the Environment Protection Act 2016 on 16 February 2026, and that the Planning Authority, by letter of 17 February 2026, has in consequence partially retracted Stop Notice No. 0222, strictly limited to the buildings and components expressly listed in the Variation Notice, being buildings upon which work had already commenced before the issue of the notices of November 2025, subject to a maximum of five hundred workers on site, to the submission of a fresh Commencement Notice for each relevant planning application, and to full compliance with the approved permissions, the ESIA and the environmental authorisations. Against that background, the Commission recommends:

(a) that construction on Assomption be confined strictly to the buildings and components expressly listed in the Variation Notice and to the conditions there imposed; that no construction beyond those components be permitted, and no further retraction or relaxation of the Prohibition Notice or of the Stop Notice be made, until the comprehensive biodiversity assessment of not less than twelve months has been completed and its findings implemented, and until the outstanding plans and safeguards, namely the Construction and Environment Management Plans, the species-relocation plan, the native plant nursery and an institutionalised, marine-inclusive Biosecurity Management Plan, have been submitted, validated and approved; and that any breach of the conditions of the Variation Notice be met, as the Planning Authority has itself stated, by the immediate re-imposition of a full Stop Notice upon all works on site (Chapters III, V);

[282] Annexures 8a and 8b.

(b) that the scale of the development be reconsidered in the light of that assessment in (a) and of the findings and recommendations of this Commission, with a material reduction of the footprint along the western nesting beach, and that formal legal protection be conferred upon the remainder of Assomption and a programme of ecological restoration made a binding condition of any future authorisation, no works beyond the components permitted by the Variation Notice being authorised until that reconsideration is complete (Chapter V);

(c) the development be brought into genuine conformity with the eco-resort premise upon which it was authorised, that consideration be given to the repurposing of the existing structures, in the event that the resort does not proceed in its present form, toward a use compatible with the conservation of Assomption and the support of Aldabra, such as a marine and terrestrial research and conservation facility on a financially sustainable model, in which SIF, ICS and other institutions might each have a role.(Chapter V);

(d) that the runway extension be made the subject of a retrospective full Class 1 assessment, that the cumulative impact of the matters excluded from the ESIA be assessed, and that the Developers' antecedent and outstanding conditions, including the long-overdue biodiversity assessment be enforced (Chapters III, V);

(e) that the question whether the development places, or risks placing, the Republic in breach of the World Heritage Convention be referred for legal advice, and that the Republic engage proactively with the UNESCO World Heritage Centre to avert any reactive monitoring or in-danger listing of Aldabra (Chapter V).

F. The border, aviation and the exercise of retained sovereignty

10.46 The Commission recommends:

(a) that no international flight be permitted to land at or depart from any aerodrome other than Seychelles International Airport, save in genuine emergency, unless that aerodrome has been duly declared and published as an international airport with the permanent border-control infrastructure that entails; and that no international departure be authorised from any island without full immigration and customs formalities and a retained passenger manifest (Chapter VI);

(b) that the Attorney-General advise upon the validity and enforceability of the fetters in the Sublease upon the Republic's freedom to use and to recover its retained territory, in particular the fetter upon the surrender or termination of the Headlease and that the dispute-resolution provision be reviewed with

a view to keeping disputes touching the Republic's territory within the supervisory jurisdiction of its courts (Chapter IX); and

(c) that the in-kind commitments for aircraft, helicopters and allied logistics be reduced to enforceable written contract, that consideration be given to a Coastguard presence upon the Island, and that the State's inspectorates be assured of access to Assomption not dependent upon transport controlled by the Developers (Chapter IX).

G. The publication of this Report and the monitoring of its implementation

10.47 The Commission recommends, finally, that after this Report is published, the Government be invited to publish, within a defined period, a considered response stating which of the recommendations it accepts and the steps and the timetable by which it will give effect to them; and that the implementation of the recommendations be made the subject of periodic public reporting by a body independent of those whose conduct the Report has examined, so that the labour of this Inquiry issues in reform and not merely in record.

PART VII — CLOSING OBSERVATIONS

10.48 The Commission was constituted in response to a sustained public disquiet, and it has found that disquiet to have been, in its essentials, well-founded. The Republic disposed, for the better part of a century, of part of an island of singular beauty and global ecological significance, upon the threshold of one of the wonders of the natural world that it holds in trust for all humanity, and it did so without a true competition, without a valuation, without an adequate scientific foundation, and without that fidelity to the independent judgment of its own institutions which the Constitution exists to guarantee. The instruments by which it did so are, in places, defective; the process by which it did so was, in substance, settled before it was tested; and the conduct of certain of those concerned fell well short of the standards the Republic is entitled to demand of those who hold its highest offices and manage its patrimony.

10.49 The Commission has been careful to find no more than the evidence establishes. It has not found that the Sublease is void, that sovereignty has been ceded, or that a bribe was paid to procure the grant; and it has said so as plainly as it has stated the failures it did find. But the absence of a proven bribe is not an acquittal of the transaction, and the Commission would not wish the gravity of what it has found to be obscured by the narrowness of what it has not. The deepest failure it has found is constitutional rather than pecuniary: the willingness of the Executive to set aside, when it suited a favoured project, the independent judgment which the law confides to the institutions of the State, and the readiness of those institutions to be set aside. That is a failure that no rectification of an instrument and no recovery of a fee will repair, and it is to the

prevention of its recurrence that the most important of the Commission's recommendations are addressed.

10.50 What the Commission has found is also, in the end, a cause for measured confidence. The system that was overborne was overborne because individuals chose to override it. The institutions of the Republic are not incapable of resisting pressure of the kind the Commission has described; they require only to be placed, by the reforms this Report recommends, beyond the reach of those who would apply it. What the Republic retains in law, it has the means to exercise in fact. Whether it does so is now a matter not for this Commission, whose task is discharged with the submission of this Report, but for the Government, the National Assembly, the integrity authorities and the people of Seychelles, in whose interest and in whose name the Inquiry was undertaken.

Dated this 26th day of June 2026.



Justice Dr. Mathilda Twomey-Woods
Sole Commissioner,
Commission of Inquiry into the Sublease and Development of Assomption Island

ANNEXURE 1: COMMISSION OF INQUIRY TERMS OF REFERENCE

COMMISSIONS OF INQUIRY ACT (Cap.39)

APPOINTMENT OF A COMMISSION OF INQUIRY
BY HIS EXCELLENCY THE PRESIDENT OF THE REPUBLIC OF SEYCHELLES

WHEREAS section 2(1)(d) of the Commission of Inquiry Act, (Cap.39) confers upon the President the power to issue a Commission appointing one or more Commissioners to inquire into any matter of public interest or concern;

AND WHEREAS, pursuant to a lease agreement dated 5 July 2024, the Republic of Seychelles leased Assomption Island to Island Development Company Limited for a term of ninety-nine (99) years commencing on 1 July 2024;

AND WHEREAS, pursuant to a sublease agreement dated 18 September 2024, entered into between Island Development Company Limited, Ocean Breeze Investments Limited, and the Republic of Seychelles, pursuant to which Island Development Company Limited, with the consent and agreement of the Republic of Seychelles, subleased a portion of Assomption Island to Ocean Breeze Investments Limited;

AND WHEREAS, the subleased portion, as defined in the sublease agreement, comprises a minimum area of 400,000 square meters, which is delineated in the plan annexed as Annexure 1 to the said sublease agreement.

AND WHEREAS Ocean Breeze Investments Limited is widely recognised and publicly regarded as an entity representing another state or its ruling family, or is ultimately beneficially owned by another state or members of its ruling family;

AND WHEREAS, subsequent to the said sublease, developments have been initiated on Assomption Island pursuant to the sublease;

AND WHEREAS the said sublease and the subsequent development activities on Assomption Island have been the subject of significant public discourse, concern, and speculations regarding the propriety, legality, and transparency of the processes involved including the aspect of environmental protection;

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AND WHEREAS, subsequent to the said sublease, developments have been initiated on Assomption Island pursuant to the sublease;

AND WHEREAS the said sublease and the subsequent development activities on Assomption Island have been the subject of significant public discourse, concern, and speculations regarding the propriety, legality, and transparency of the processes involved including the aspect of environmental protection;

AND WHEREAS it is in the public interest, including for the purpose of fostering public confidence in the institutions of governance and the administration of public affairs of Seychelles, that a comprehensive, independent, and impartial inquiry be conducted to establish the facts and circumstances pertaining to the negotiation and execution of the said sublease and its related developments;

AND WHEREAS I, Dr Mathew Antonio Patrick Herminie, President of the Republic of Seychelles, am satisfied that the matter and circumstances relating to the sublease of Assomption Island by Island Development Company Limited, with the consent and agreement of the Republic of Seychelles, to Ocean Breeze Investments Limited, and the subsequent developments of the island by Ocean Breeze Investments Limited, are of vital public interest and concern;

NOW, THEREFORE, I, Dr Mathew Antonio Patrick Herminie, by virtue of the powers vested in me by section 2(1) of the Commission of Inquiry Act, 1962 do hereby appoint, constitute, and issue as follows:

ARTICLE 1

INTERPRETATION

In this Instrument, unless the context otherwise requires, –

"ASSOMPTION ISLAND" means the island of Assomption, forming part of the territory of the Republic of Seychelles;

"DEVELOPMENTS" means all developments initiated on Assomption Island subsequent to the execution of the Sublease;

"SUBLEASE" means the authentic sublease agreement dated 18 September 2024, entered into between Island Development Company Limited, Ocean Breeze Investments Limited, and the Republic of Seychelles, pursuant to which Island Development Company Limited, with the consent and agreement of the Republic of Seychelles, subleased a portion of Assomption Island to Ocean Breeze Investments Limited;

"REPUBLIC" means the Republic of Seychelles.

ARTICLE 2

ISSUE OF A COMMISSION AND APPOINTMENT OF COMMISSIONERS

2.1. There shall be a Commission of Inquiry known as the Commission of Inquiry into the Sublease and Development of Assomption Island (hereinafter referred to as "the Commission").

2.2. The Commission shall consist of a sole Commissioner, Justice, Dr. Mathilda Twomey.

ARTICLE 3

TERMS OF REFERENCE

The Commission is hereby mandated and required to inquire into the following matters and to report its findings, conclusions, and recommendations to my office-

3.1. **The Origin and Execution of the Sublease**

(a) The comprehensive history and factual context relating to the subleasing of Assomption Island, or any part thereof. This shall consider any initial expressions of interest, the negotiations between the respective parties to the Sublease, and the formal execution of the Sublease.

(b) Any relevant events, decisions, or matters prior or subsequent to the execution of the Sublease that have a bearing on its implementation or impact. This shall include discussions between the Government of the Seychelles, Island Development Company Limited and any other relevant third parties that may be relevant to the entering into or execution of the Sublease.

3.2 **Parties and Negotiators**

To identify and investigate the roles of all parties, persons, officials, intermediaries, and advisers involved, directly or indirectly, in the negotiations in respect of to the granting and execution of the Sublease.

3.3. **Planning and Ancillary Permissions**

(a) The circumstances, processes, and procedures under which planning permission and any other ancillary permissions, licenses, or approvals were granted in respect of any developments on Assomption Island. This shall include but is not limited to whether an application for relevant environmental authorisations,

permissions or approvals was made as part of the planning application and how that application was assessed.

(b) The subsequent monitoring and enforcement of the developments by the Planning Authority and any other relevant public authority.

(c) Whether any illegal or undue interference, pressure, or influence was exerted upon the officers or the Board of the Planning Authority or any other relevant Ministry, department, agency of other public body by the political or administrative leadership of the Republic, or by any other person, to secure relevant planning permissions, any other ancillary permissions, licences or approvals, or to influence any subsequent monitoring by those organisations.

3.4. **Compliance with Law and Permissions**

Whether the developments on Assomption Island have been conducted in compliance with the laws of Seychelles, including but not limited to compliance with all relevant and applicable laws governing or relating to the employment of non-Seychellois, and with all the terms and conditions of planning permissions granted by the Planning Authority and other relevant permissions, approvals or licences.

3.5. **Environmental and Ecological Impact**

(a) The impact, both actual and projected, that the developments have had and will have on the environment and ecology of Assomption Island itself.

(b) The impact, both actual and projected, that the developments have had and will have on the environment and ecology of the surrounding areas, including but not limited to the ocean around Assomption Island, with particular attention on the UNESCO World Heritage Site, the Aldabra Atoll.

(c) To identify all parties and persons involved directly or indirectly in the environmental and ecological decision-making processes regarding the development, how that process was undertaken, and whether any of the circumstances referred to in Article 3.3(c) obtained in respect of any environmental approvals, authorisations or permissions that were granted in favour of the developments.

3.6. **International Flights**

(a) Whether any international flights have landed on or taken off from Assomption Island since the entering into of the Sublease, and if so, to establish the full

circumstances under which such flights were authorised, including which entities or persons granted such authorisation and for what purpose.

(b) Whether there has been any illegal or undue interference, pressure, or influence exerted upon the officers of the relevant aviation or security authorities by the political or administrative leadership of the Republic, or by any other person, to secure the authorisation for such international flights.

3.7. **Transparency, Legality, and Financial Probity**

(c) Whether the procedures for granting the Sublease and related planning permissions were followed lawfully, fairly, and transparently. This includes, but is not limited to, the granting of gainful occupational permits to non-Seychellois employees of Ocean Breeze Investments Limited or its associates.

(d) Having regard to all of the circumstances which led to the entering into of the Sublease, including any commercial negotiations between the respective parties, to examine the commercial rationale for the Sublease and assess whether the agreed rent represents fair market value. The investigation will determine if the terms secured are commercially prudent and serve the best financial interests of the Republic of Seychelles.

(e) To establish whether there were any undue payments, bribes, kickbacks, or other illicit benefits effected to anyone in connection with the granting or entering into of the Sublease or in relation to the developments.

(f) If any such undue payments, bribes, kickbacks, or other illicit benefits are found to have been made, to establish the source, destination, and routing of such payments, bribes, kickbacks, or other illicit benefits, and to identify the individuals and entities who have solicited, received, or benefited from them.

3.8. **The Visit of President Ramkalawan to the Maldives**

To inquire into any potential connection, influence, or relevance between an official visit undertaken by the then President of the Republic, Wavel Ramkalawan, to the Republic of the Maldives from 11 June to 14 June 2023, and the granting of the Sublease or any decisions related thereto.

3.9 **Sovereignty over Assomption Island Post-Sublease**

To determine whether any abdication of the Republic's sovereignty over Assomption Island has occurred subsequent to the execution of the Sublease.

ARTICLE 4

POWERS AND PROCEDURE

4.1. Powers of the Commission

The Commission shall, for the purpose of its inquiry, have all the powers conferred upon a Commission by the Commission of Inquiry Act, including the power to–

(a) summon any person to attend before it to give evidence or to produce any document or thing in their possession;

(b) examine witnesses and parties concerned on oath, affirmation or declaration, as the case may be;

(c) receive evidence by affidavit or administer interrogatories, where the Commissioner considers it desirable for the purpose of avoiding expense or delay or for any other special reason; and

(d) do all such other things as are necessary for the proper fulfillment of its mandate, including the power to require the production of any relevant documents or information.

4.2. Assistance to Commission

The Commission may engage and appoint such legal, technical, financial, asset tracing and environmental experts, and other experts as it deems necessary to assist in its work and to provide expert opinion and analysis on any matters within the Terms of Reference specified in Article 3.

4.3. Proceedings of Commission

The proceedings of the Commission shall be held in public, save for where the Commission, for reasons of national security, the protection of witnesses, or the administration of justice, determines that certain proceedings should be held in camera.

ARTICLE 5

REPORT

The Commission shall submit to my office a final written report of its inquiry, including its findings of fact, its conclusions on the matters specified in the Terms of Reference specified in Article 3, and any recommendations it considers appropriate, within a

period of six months from the date of its first sitting, or such further period as I may subsequently authorise upon a request by the Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Public Seal of the Republic of Seychelles to be affixed this 5 day of December 2025.

DR MATHEW ANTONIO PATRICK HERMINIE
PRESIDENT OF THE REPUBLIC OF SEYCHELLES

ANNEXURE 2: SUBLEASE BETWEEN ISLAND DEVERLOPMENT COMPANY LIMITED, OCEAN BREEZE INVESTMENTS AND THE REPUBLIC OF SEYCHELLES

[A] INTRODUCTION AND PARTIES

THIS SUBLEASE made before me, Priscille Chetty, Notary of MS Complex, Victoria, Mahe (the "Sublease") on the ..18th..... day of ..September.....2024.

AMONG

ISLANDS DEVELOPMENT COMPANY LIMITED, a limited liability company registered under the laws of Seychelles, wholly-owned by the Government of the Republic of Seychelles, and whose registered office is at New Port, Victoria, Seychelles (the "Sublessor", which expression shall include its successors-in-title, liquidators, administrators and assignees where the context so requires or admits or, in the event of dissolution of the company at any time, then the Government of the Republic of Seychelles) and represented herein by its Chief Executive Officer, Glenny SAVY, of the one part;

AND

OCEAN BREEZE INVESTMENTS LIMITED, a limited liability company registered under the laws of Seychelles, and whose registered office is at MS Complex, Royal Street, Victoria, Seychelles (the "Sublessee", which expression shall include its successors-in-title, liquidators, administrators and assignees where the context so requires or admits or its nominee) and represented herein by its director Abid Mahmood Hassan BUTT, of the second part;

AND

REPUBLIC OF SEYCHELLES herein represented by Jeffrey Denis BARBE, Principal Secretary of the Ministry of Land Use and Housing and acting as such pursuant to the Delegation of Statutory Functions (State land and River Reserves Act)(No: 2) Order 1993 (hereinafter referred to as the "Republic" which expression shall where the context so admits includes any person deriving title under it) of the third part.

[B] RECITALS

WHEREAS: -

(A). Pursuant to the Head Lease (as defined below), the Republic has leased and demised unto the Sublessor the island of Assomption of which the Leased Premises (as defined below) form part

(B). The Sublessor and the Sublessee now wish to enter into a sublease agreement in respect of the Leased Premises on the terms and conditions contained herein below;

(C). The Republic is a party to this Sublease for the purposes of acknowledging and giving its consent to this Sublease and giving its consent or permission for anything for which such consent or permission is required

to be given under the Head lease and giving its undertaking to fulfil and perform any obligation on the Republic's part to be fulfilled and performed under the Sublease or which arises under or as a result of the Sub lessor entering into this Sublease with the consent of the Republic

NOW THEREFORE in consideration of the above premises and representations, which form an integral and essential part of this Sublease, and the covenants and agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Sublease agree as follows.

[C] DEFINITIONS

1. Unless the context otherwise requires, the following words and expressions shall have the following meanings:

(a) "Assomption" means the Island of Assomption situated in the Seychelles.

(b) "Business Assets" means the following assets:-

(i) the business of the operation of the Hotel;

(ii) the books and records relating to or used in connection with the business of the operation of the Hotel; and

(iii) fixtures, fittings and equipment of the business of the operation of the Hotel;

(c) "By-laws" means any by-laws made and issued from time to time by the Sublessor in respect of Assomption Island, provided that such by-laws or any amendment thereof shall not apply retrospectively so as to materially affect any rights which had already been expressly or impliedly granted to the Sublessee under this Lease at the time the by-laws or amendment thereof comes into effect;

(d) "Commencement Date" means the date that this Sublease shall commence, namely on the day of the signature of this Sublease;

(e) "ESIA" means-Environmental and Social Impact Assessment;

(f) "Head Lease" means that agreement dated 5th July 2024 executed between the Government and the Sublessor pursuant to which among others the island of Assomption of which the Leased Premises form part was leased to the Sublessor for a period of 99 years from 1st July 2024 and which agreement is transcribed in Volume TB ..... No. ..... at the office of the Registrar General and a copy of which is annexed hereto as Annexure 3;

(g) "Head Lease Rent" means the lease rent payable to the Government by the Sublessor at the times and in the manner specified under the Head Lease;

(h) "Improvements" means the Hotel, the Residential Villas and other structures, installations and improvements constructed, erected or installed by the Sublessee in the Leased Premises;

(i) "Government" means the Government of the Republic of Seychelles;

(j) "Grace Period" has the meaning in Clause 9(c).

(k) "Hotel" shall include all immovable and movable assets at the Leased Premises from time to time, including (but not limited to) all erections, buildings, installations, facilities, structures, plant and machinery, equipment, tools, furniture and fittings, vehicles, cutlery and crockery, goods, materials, linen, stocks, book, debts, etc and everything situated on, used for or associated with the operation and management of the Hotel;

(l) "Infrastructure Development" means all works and services provided by Sublessor as set out in Annexure 2.

(m) Jetty & Airfield means the airfield, and associated facilities, and harbour jetty.

(n) "Leased Premises" means the plots situated on the Island of Assumption in the Republic of Seychelles, encompassing a minimum area of 400,000 square meters as delineated in the attached plan marked as Annexure 1. The precise extent of the area shall be verified and confirmed by the Sublessee and the Sublessor by December 31, 2025.

(o) "Lender" means any commercial bank or financing company or other lender that, under a written agreement that has been duly stamped and registered, as applicable, under the Seychelles Law and Practice or Qatar, as the case may be, provides funds for the design, construction and completion of the Improvements;

(p) "Opening Date" means the date on which the Hotel receives its first paid guest.

(q) "Planning Authority" means the Town and Country Planning Authority of Seychelles;

(r) "Residential Owner" means an owner of a Residential Villa;

(s) "Residential Owners' Movable Property" means all movable property belonging to, hired or temporarily used in or on a Residential Villa at any given time during the tenure of this

Sublease which are not directly required for the enjoyment or operation of the Residential Villa.

(t) "Residential Villa(s)" means the residential villa(s) together with the facilities normally expected of an international luxury residential development;

(u) "Seychelles Laws and Practice" shall mean any legislative or governmental law, enactment, regulation, decree, decision, notice or similar document in force in the Republic of Seychelles and any custom or practice legally in effect in the Republic of Seychelles;

(v) "Sublease Period" means, subject to clause 6, a period of seventy years commencing on the Commencement Date and includes any extension of this Sublease in accordance with its terms;

(w) "Sublessee's Movable Property" means all movable property belonging to, hired or temporarily used on the Leased Premises and/or the Hotel at any given time during the tenure of this Sublease which are not directly required for the operation of the Hotel and not deemed to be part of the Hotel;

(x) "Sublease Rent" means such rent to be paid by the Sublessee at the times and in the manner specified under this Sublease;

(y) "Year" means each successive period of twelve (12) calendar months commencing from the Commencement Date;

2. In this Sublease:

(a) words denoting the singular number shall include the plural and vice versa;

(b) words denoting natural persons shall include corporations and vice versa;

(c) headings are for convenience only and shall not affect interpretation;

(d) words denoting any gender shall include all genders;

(e) periods of time shall be construed according to the Gregorian calendar;

(f) a reference to any law of Seychelles includes a reference to the law as may from time to time be amended or, where the law has been repealed and replaced, the law which replaces it;

(g) The Annexes to this Sublease shall form part of thereof and any reference to the Sublease shall, unless the context otherwise requires, includes a reference to the Annexes.

[D] CONFORMITY WITH HEAD LEASE AGREEMENT

3. This Sublease shall be subject to the terms and conditions contained in the Head Lease. In the event that any provision of this Sublease is inconsistent with any provision of the Head Lease, this Sublease shall, except as it is expressly provided otherwise in this Sublease, be unenforceable to the extent of such inconsistency, PROVIDED THAT in such event the provisions of clause 51 of this Sublease shall apply.

[E] SUBJECT MATTER OF THE SUBLEASE

4. (a) In consideration of the Sublessee paying the Sublease Rent and observing and performing the terms and conditions contained herein, the Sublessor, subject to the terms and conditions hereinafter contained, hereby subleases to the Sublessee all its rights to the Leased Premises arising from the Head Lease for the Sublease Period, together with all rights, easements, ways and means of access and privileges whatsoever belonging to or being used or enjoyed with or in connection with the Leased Premises.

(b) Save that the Sublessor shall build and operate a small guesthouse on the Island to cater for local Seychellois visiting Assomption- the Sublessor undertakes and assures the Sublessee that as at the Commencement Date there is no and nor shall be at any time during the Sublease Period any agreement or arrangement with any other third party to build or develop any other building on the Island of Assomption that shall be detrimental and/or cause a negative impact on the operations of the Hotel activity of the Sublessee.

5. The Sublessor shall warrant and defend the title to the Leased Premises and every part thereof and indemnify and keep the Sublessee indemnified and saved harmless at all times from all claims, demands, actions and proceedings whatsoever which have been made or may be made by whomsoever and costs, damages, losses or outgoings which may be incurred by the Sublessee arising out of the same.

[F] SUBLEASE PERIOD

6. This Sublease shall be deemed to have commenced on the Commencement Date and shall expire at the end of the Sublease Period unless renewed and extended on terms and conditions to be agreed upon by the Parties .

7. The Sublessee shall have vacant possession, quiet enjoyment and full charge and responsibility for the construction, development, management, control and maintenance of the Leased Premises, Hotel, and the Residential Villas during the Sublease Period without any interruption or disturbance from or by the Sublessor or any person or body of persons claiming through or under or in trust for it, subject however to the provisions of this Sublease; provided that before starting

any development on the Leased Premises the Sublessee shall first consult and submit any plan for such development to the Sublessor.

[G] SUBLEASE RENT

8. In consideration of the Sublease the Sublessee shall, subject to clause 10, pay the Sublessor a Sublease Rent of United States Dollars two (USD 2/-) per year for each square meter of land leased under this Sublease.

9. The Sublease Rent for the Leased Premises shall be paid as follows:

(a) An upfront payment of United States Dollars Twenty Million (USD 20 million) shall be paid upon the outline planning approval and ESIA being approved, by the relevant authorities, for the development and construction of the Hotel ; the upfront payment of United States Dollars Twenty Million (USD 20 million) shall represent an advance lease payment in lieu of yearly lease payments for 25 years. For the purpose of clarity, the upfront payment shall have taken into consideration all applicable rent review as mentioned in clause 9 (c) for the Leased Premises and shall bear no interest.

The upfront payment shall be made as follows:

(i) Payment of United States Dollars Five Million (USD 5,000,000) shall be due upon execution of this agreement;

(ii) A further payment of United States Dollars Five Million (USD 5,000,000) shall be due by December 15, 2024; and

(iii) The remaining balance payment of United States Dollars Ten Million (USD 10,000,000) shall be paid in twelve equal instalments over the course of 2025.

(b) In the event that the sublessee occupies more than 400,000 square meters of land under this Sublease, the following adjustments shall be made:

(i) The upfront payment shall be adjusted to reflect the actual area of the leased premises at a rate of United States Dollars two (USD 2/-) per square meter per year;

(ii) The upfront payment of United States Dollars Twenty Million (USD 20 million) shall remain unchanged. However, the 25 year period in lieu of yearly lease payments covered by this advance payment shall be proportionately adjusted based on the increased area of the leased premises.

The parties shall enter into an addendum to this Sublease to formally document the exact extent of the leased premises and the adjusted period covered by the advance payment, once the precise area and extent of the Leased premises has been verified and agreed upon by both parties.

(c) The accrual of the Sublease Rent shall commence 24 months from the Commencement Date;

(d) At periods not less than 5 years starting from the Commencement Date, the Sublessor may by notice to the Sublessee review and increase the Sublease rent; such increase at each review shall be the new sublease rent until the next review, provided that such increase will not increase over 5% of the then current sublease rent and provided further that the sublease rent shall not at any time during the sublease period exceed double the sublease rent payable at the commencement date;

(e) Notwithstanding to the contrary in this Sublease or any other document, the Sublessee shall be entitled for a Sublease Rent waiver during the construction and development of the Hotel, which shall not exceed (24) twenty-four months (the "**Grace Period**").

10. Save as provided in clause 9 the Sublessee shall pay the Sublease Rent to the Sub lessor without any withholdings, deductions or set-off in advance by the beginning of each quarter and any VAT in respect of the Sublease Rent shall be payable by the Sublease.

[H] MAINTENANCE REDEVELOPMENT AND IMPROVEMENT OF ISLAND

11. Without prejudice to Clause 9(a), the Sublessee shall:

(i) at its own expense construct and develop the Hotel Residential Villas. the Jetty and Airfield;

(ii) maintain (structurally and otherwise) in good condition all the Improvements including, for the purpose of clarity, all buildings, installations, plant and machinery, fixtures and fittings and all drains, sewers, water supply piping, wells, tanks, ponds, pumps, fences, walls, hedges, yards, roads and paths in the Leased Premises that form part of the Improvements, first seek and obtain every licence, permit, authorisation, approval and consent, as the case may be, for, in respect of or in connection with the aforesaid construction, development and operation and management of the Improvements , comply with all the terms and conditions of every such licence, permit, authorisation, approval and consent during the currency of the Sublease. Any material alterations or modifications to any of the above items by the Sublessee shall be subject to the provisions of clauses 12 (c) and 13 hereof.

12. (a) All civil, structural, mechanical, engineering and plumbing works in connection with the construction, redevelopment of related Improvements, Hotel, Residential Villas, Infrastructure Development on the Leased Premises, must be performed exclusively by and in coordination with the Sublessor ensuring compliance with all applicable laws, regulations and standards. For the purpose of clarity, all internal fittings and movable items shall be undertaken by the Sublessee. Details of this arrangement will be outlined in a separate agreement to govern this relationship without affecting the laws and construction schedules.

(b) The Sublessor reserves the right to appoint third party contractors to undertake any works.

(c) Save for the Jetty and Airfield, the Improvements shall belong to the Sublessee for the duration of the Sublease and shall be automatically transferred to and vest in the Sublessor upon the expiry of this Sublease; provided that in the event that this Sublease is wrongfully terminated by the Sublessor (i.e. terminated in the absence of any default of the Sublessee). then the Sublessor shall compensate the Sublessee.

[I] RIGHT TO SUBLEASE, SELL, ASSIGN OR TRANSFER

13. At any time. following the Opening Date, after the Sublessee has operated the Hotel for a period of not less than five (5) years, Sublessee may, subject to the Sublessor's prior consent but which consent the Sublessor shall not unreasonably refuse or withhold, further sublease the Hotel to any third party or grant any or all right. interest and possession under this Sublease to any third party by way of sale, assignment or transfer, including the Sublessee's right and the obligations under this Sublease. It shall be a condition precedent of any such sublease, assignment or transfer, that the sublessee, assignee or transferee shall irrevocably undertake and bind itself to observe and perform the covenants, terms and conditions of this Sublease and the Head Lease.

14. Notwithstanding anything to the contrary, the Sublessee may, during the Sublease Period:

(a) Sublease the Leased Premises or transfer any or all rights, interests, and possession under this Sublease to any of its subsidiaries and affiliates through sale, assignment, or transfer, including the Sublessee's rights and obligations under this Sublease, without requiring further consent from the Sublessor. This authorization is contingent upon the Sublessee providing the Sublessor with a 30-day advance notice, which must include detailed information about the subsidiary or affiliate involved (including but not limited to the shareholding percentages), along with an undertaking letter from the said subsidiary or affiliate confirming their commitment to comply with the laws and regulations of Seychelles and with the terms and conditions of this Sublease. The Sublessee shall also notify the Sublessor of any change of control over such subsidiary or affiliate in a timely manner;

(b) Sublease or assign the Residential Villas without the need of any further consent of the Sublessor . This authorization is contingent upon the Sublessee providing the Sublessor with a 30-day advance notice, which must include detailed information about the sublessee or assignee as the case may be and ensuring all applicable terms and conditions of this Sublease are complied with.

15. The shareholders of the Sublessee shall not, without the prior written consent of the Sublessor. change the shareholding. whether by way of share transfer or otherwise, or capital structure of the Sublessee in any way which would have the effect of circumventing clause 14.

[J] MORTGAGE O R SECURITY

16. The Sublessee may during the Sublease Period (but without the further consent of the Republic or the Sublessor being required, which consent shall be deemed to have been given by this Sublease) mortgage, hypothecate or otherwise encumber its rights and interests under the Sublease or any property on or interest in the Leased Premises or Hotel, as security for any loan or financial obligation of the Sublessee to any Lender(s) PROVIDED ALWAYS that the rights and interests of the Sublessor and the Republic are not adversely affected (except that the Sublessee may under any such security and for so long as the security subsists assign all rights to compensation payable under any insurance policy referred to in clause 17(h) of this Sublease) and the Sublessee undertakes to settle the loan or financial obligation prior to the expiry or sooner determination of this Sublease.

[K] SUBLESSOR'S OBLIGATIONS

17.(A) The Sublessor shall be responsible for providing the following but not limited to:

(i) water;
(ii) electricity;
(iii) sewerage collection and treatment;
(iv) irrigation water;
(v) waste collection and management;
(vi) telecommunication and internet infrastructure;
(vii) airport operations; and
(viii) facilitate immigration and custom services for international arrivals on the island.

Where necessary for the provision, operation, or management of any of the services listed above, the parties shall enter into the relevant agreements. Such agreements shall outline the specific terms, fees, conditions, responsibilities, and any other details to ensure the effective and efficient delivery of these services. These services must be delivered at a standard and quality as mutually agreed by both parties, commensurate with a luxury resort operation, and in compliance with Seychelles laws and regulations.

[L] SUBLESSEE'S OBLIGATIONS

17.(B) The Sublessee shall. -

a. only engage the services of the Sublessor to provide:

(i) commercial flights related to resort operations, which shall be:
1. Coordinated and mutually agreed upon by both parties;
2. Charged at rates that are mutually agreed upon by both parties;
3. Consistent with the charges applied to other resort operators on the outer islands managed by the Sublessor.

For the purpose of clarity, commercial flights related to resort operations does not include ad hoc charter or private flights from foreign destinations directly to Assomption for resort guests.

(i) water, electricity and sewerage collection and treatment;
(ii) sewerage collection and treatment;
(iii) irrigation water;
(iv) waste collection and management shipping/cargo transport services and appropriate regulatory port clearance; This service must be provided in a timely manner to facilitate luxury resort operations. This included direct shipment to the island as required. The rates for such service must be competitive and mutually and agreed and not detrimental to the resort operations.

b. engage the Sublessor as the sole contractor for civil, structural, mechanical, engineering and plumbing works in connection with the construction of the Improvements, Hotel, Residential Villas, and Infrastructure Development on the Leased Premises. For the purposes of clarity, all internal fittings and movables to be used in the Hotel and Residential Villas shall be undertaken by the Sublessee;

c. start the construction of the Hotel not later than three (3) months after the grant of approval by the Planning Authority of the detailed plan of the Hotel or nine months from the date of this Sublease ,whichever occurs first. and complete the Hotel not later than thirty-six (36) months thereafter, and operate the hotel within three (3) months of completion;

d. in respect of the Residential Villas, submit (A) the outline concept plan within twelve (12) months from the Commencement Date of this Sublease, (B) the detailed plan within six (6) months after the grant of the approval for the outline plan and complete each Residential Villa not later than twenty-four (24) months from the date of execution of the instrument of Sub-Sub Lease for the Residential Villa or, where applicable, the date of the grant of sanction under the Immovable Property (Transfer Restriction) Act for the purchase of the Residential Villa;

e. pay the Sublease Rent payable to the Sublessor under and in accordance with the terms and conditions of this Sublease fully and promptly;

f. settle all charges, rates and taxes payable in respect of the Hotel and the Residential Villas during the currency of the Sublease fully and promptly;

g. in accordance with its obligations under this Sublease maintain the Hotel and Residential Villas in good order, repair and condition, reasonable wear and tear excepted;

h. keep the Hotel and Residential Villas in a clean and sanitary state, free from noxious weeds and pests and conform to all the Seychelles Laws and Practice and by-laws and other requirements affecting health, sanitation and safety during the currency of the Sublease;

i. preserve, as far as possible, the fauna and flora of the Leased Premises and use its best endeavour to conserve and improve the environmental condition and maintain the natural beauty of the Leased Premises and comply with all by-

laws relating to the preservation, protection, and conservation of the environment and eco-system of Assomption Island and its lagoon and reefs;

j. insure and keep insured the Hotel and Residential Villas to their full reinstatement value against loss or damage by fire, storm, flood and such other risks to the extent required under the Head Lease (if any) and the Seychelles Laws and Practice and subject to clause 17 enter the name of the Sublessor as a joint-beneficiary under the policy of insurance and, upon the request of the Sublessor, produce the policy of such insurance and the receipt for the last premium paid in connection therewith and cause all sums received in respect of such insurance to be promptly expended on the rebuilding or repairing or otherwise reinstating the Hotel and Residential Villas or meeting or settling any liability or obligation in respect of the risks so insured;

k. permit and facilitate the Sublessor or its agent to enter upon and inspect the Hotel and Residential Villas at all reasonable hours during the daytime after giving at least 24 hours' written notice in order to view the physical state and condition of the Hotel or Residential Villas;

l. otherwise honour the Head Lease;

m. ensure due compliance with Seychelles Laws and Practice regarding the operation and use of the Hotel and Residential Villas;

n. at all times indemnifies and hold harmless the Sublessor against all charges, claims, costs, demands, liabilities, losses, rates, taxes and outgoings which may arise during the currency of or under this Sublease as result of the occupation by the Sublessee of the Leased Premises or in the course of the construction, management, operation or use by the Sublessee, its agent or assignee of the Hotel and the Residential Villas;

o. at all times obtain and keep current all authorisations, permits and licences required or necessary under the Seychelles Laws and Practice for the purpose of constructing, managing and operating the Hotel and Residential Villas and comply with all the conditions and obligations of such authorisations, permits and licences;

p. to reimburse the Sublessor for the works related to the building of the Jetty and Airfield as per the design mutually agreed between the Sublessor and the Sublessee and in accordance with the standards, specifications or details which are at least consistent with those set out in the relevant Seychelles Laws and Practice;

q. on completion of the Jetty and Airfield the management and operations thereof shall be the responsibility of the Sublessor. For the purpose of clarity all Jetty and Airfield shall remain the property of the Sublessor;

r. comply and observe all the reasonable by-laws issued from time to time by the Sublessor for the protection of the environment and eco-systems of Assomption and the surrounding lagoon and reefs;

s. Without prejudice to clauses 39 and 40 (Force Majeure), operate the Hotel from the Opening Date, every day of each calendar year, until the end of the Sublease Period unless this Sublease is terminated for whatsoever reason.

[M] SUBLESSEE'S REPRESENTATIONS AND WARRANTIES

18. The Sublessee represents and warrants as follows:-

(a) it is, duly authorised and has obtained all necessary consents and approval to enter into this Sublease and that when executed this Sublease shall constitute a valid and legally binding obligation of the Sublessee enforceable in accordance with the terms and conditions of the Sublease;

(b) that prior to the signing of this Sublease, no petition or proceeding has been undertaken for the insolvency, bankruptcy or wind-up of the Sublessee, no appointment or procedure to appoint a judicial administrator, receiver, liquidator or similar person in respect of any or all of the Sublessee's business or assets has been made, taken or commenced;

(c) that the Sublessee has not stopped nor suspended payments to its creditors nor is the Sublessee unable to pay its debts nor has it been ordered to enter into any settlement or any other such arrangement with its creditors, nor has it been declared or become insolvent;

(d) that the Sublessee is not aware of any action, cause, matter or thing which might in any way adversely affect the success and operation of this Sublease or the construction, management and operation of the Hotel;

(e) that the Sublessee shall at all times comply fully and promptly with all its obligations under and in accordance with this Sublease;

(f) that the Sublessee states that it has disclosed to the Sublessor in writing all relevant information about itself, its financial status and competence.

19. The Sublessor Shall –

(a) duly pay the Head Lease Rent payable to the Republic under the terms of the Head Lease.

(b) shall punctually build and carryout the Infrastructure Development. The Sublessor shall ensure that the services provided during the Sublease Period meet

the standards, specifications or details which are at least consistent with those set out in the relevant Seychelles Laws and Practice and are uninterrupted.

[N] SUBLESSOR'S REPRESENTATIONS AND WARRANTIES

20. The Sublessor represents and warrants as follows:-

(a) that it has the legal title to and is the owner of the leasehold rights of the Leased Premises accruing from the Head Lease in accordance with the Seychelle Laws and Practice. The ownership by the Sublessor is recognised by, and properly and legally registered with, the Government of Seychelles. The Sublessor agrees to indemnify and keep the Sublessee indemnified and saved harmless at all times from claims and demands which may be made and costs, damages, losses or outgoings which may be incurred by the Sublessee arising out of the Sublessor's title to the Leased Premises;

(b) that it has not done or omitted to do any act, deed matter or thing which may in the ordinary course result in a breach of the Head Lease and that no event which is likely to prejudice the leasehold rights created under this Sublease has occurred;

(c) that when executed, this Sublease shall constitute a valid and legally binding obligation of the Sublessor enforceable in accordance with the terms of the Sublease;

(d) that the Sublessee shall have vacant and peaceful possession of the Leased Premises on the Commencement Date and, subject to the Sublease, the Sublessee shall during the currency of this Sublease enjoy and have free and uninterrupted use of the Leased Premises for the purpose stated in this Sublease and that no third party has any valid claim against or interest in the Leased Premises and the Sublessor agrees to indemnify the Sublessee in respect of all such third part claims and interests, if any;

(e) that prior to the signing of this Sublease, no petition or proceeding has been undertaken for the insolvency or bankruptcy of the Sublessor, no appointment or procedure to appoint someone to oversee or coordinate all or any part of the Sublessor's business or assets has been made or taken;

(f) that the Sublessor has not stopped or suspended payments to its creditors nor is the Sublessor unable to pay its debts nor has it been ordered to enter into any settlement or any other such arrangements with its creditors, nor has it been declared or become insolvent;

(g) that the Sublessor promises that there are not now nor will be at any time in the future, any security interest, liens, mortgages or encumbrances that would affect in any way the Sublessee's

interests in the Leased Premises under this Sublease, the rights granted by the Sublease, or the planned use of the Leased Premises by the Sublessee;

(h) that the Sublessor is not aware of any action, cause, matter or thing which might in any way adversely affect the success and operation of this Sublease or the management and operation of the Hotel or Residential Villas provided that the Sublessor makes no representation as to the suitability of the Leased Premises for the use for which the Sublessee intends;

(i) that there has been no transaction relating to the Leased Premises between the Sublessor and any other party or any entity or person connected financially with it, which contravenes Seychelles Laws and Practice nor is it aware of any actions being raised or threatened against it;

(j) that the Sublessor has the legal right and is permitted by Seychelles Laws and Practice to enter into this Sublease, and has obtained all relevant approvals and licenses and all other consents necessary to sublease the Leased Premises to the Sublessee including the approval of the Government and the Republic(which the Republic as a party to this Sublease hereby confirms);

(k) that the Sublessor shall provide, in such manner so as to avoid any delays and difficulties to the Sublessee, all documents it is required to provide the Sublessee by Seychelles Laws and Practice to maintain or obtain any approvals or licenses necessary for the Sublessee to enjoy its rights under this Sublease and to conduct the envisaged business activities on the Leased Premises;

(l) that, unless expressly authorised by or under this Sublease the Sublessor shall not construct or place anything on the Leased Premises, or remove anything from the Leased Premises, and shall not grant to any third party any right to do so, without the prior written approval of the Sublessee;

(m) that the Sublessor shall concurrently with the execution of this Sublease, and from time to time as requested by the Sublessee, disclose to the Sublessee all reasonable information and provide copies of all relevant documents (including all written documents and governmental approvals) relating to the ownership of the Leased Premises, the leasehold rights of the Sublessor, the terms of this Sublease;

(n) that the Sublessor agrees not to take any action that will hinder the Sublessee from obtaining all necessary approvals and licenses for the operation, management, redevelopment and improvement of the Hotel and Residential Villas;

(o) that the Sublessor shall not during the currency of the Sublease exercise its right to terminate the Head Lease or surrender the Leased Premises under the Head Lease without the prior written consent of the Sublessee;

(p) that the Sub lessor states that it has disclosed to the Sublessee in writing all relevant information relating to the Leased Premises and its rights and interests in the Leased Premises;

(q) that the Sublessor undertakes and assures the Sublessee that as at the Commencement Date of this Sublease there is no and nor shall be at any time relating to the Sublease Period any agreement or arrangement with any third party with regard to the Leased Premises which may affect in any way the Sublessee's right and interests with regard to the same and/or affect the free, peaceful and uninterrupted use and enjoyment of the leasehold rights granted to the Sublessee by this Sublease.

[O] TAXES

21. Each party shall be responsible for its own income or profit taxes in relation to the Leased Premises, Hotel and Residential Villas.

[P] TERMINATION

Termination by the Sublessor

22. Without prejudice to any other rights which the Sublessor may possess under this Sublease, if the Sublessee refuses or persistently (more than once) neglects to perform and observe a material covenant, term, condition or provision on its part contained in the Sublease, the Sublessor may serve written notice specifying the material breach or breaches to be remedied within 90 days after such notice. If the Sublessee fails to remedy such breach within the 90 days period and an amicable solution cannot be found between the parties within the said period, the matter shall be referred to arbitration in accordance with Clause 56 to decide the remedy of such breach. However, if the Sublessee fails to remedy such breach within 90 days period of the arbitration award and an amicable solution cannot be found between the parties within the said period, the Sublessor may refer the matter again to arbitration in accordance with Clause 56 to seek compensation for damages and/or to terminate this Sublease.

Termination by the Sublessee

23 Without prejudice to any other rights which the Sublessee may possess under this Sublease, if the Sublessor refuses or persistently (more than once) neglects to perform and observe a material covenant, term, condition or provision on its part contained in the Sublease, including Subclause 4(b) and its obligation to keep in force and valid the Head Lease as per its tenor, the Sublessee may serve written notice specifying the material breach or breaches to be remedied within 90 days after such notice. If the Sublessor fails to remedy such breach within the 90 days and an amicable solution cannot be found between the parties within the said period, the matter shall be referred to arbitration in accordance with Clause 56 to decide the remedy of such breach. However, if the Sublessor fails to remedy such breach within 90 days period of the arbitration award and an amicable solution cannot be found between the parties within the

said period, the Sublessee may refer the matter again to arbitration in accordance with Clause 56 to seek compensation for damages and/or to terminate this Sublease.

24. If the Head Lease is not terminated but is suspended by the Republic and/or the Republic temporarily takes over for any reason whatsoever the Leased Premises and/or the Hotel, the Sublessee shall have the right (but not the obligation) to terminate this Sublease at any time during the continuance of same with ninety (90) days' notice thereof to the Sublessor, **PROVIDED HOWEVER** that the Sublessee shall be entitled to the relief (if any) afforded to the Sublessor by the Republic under the Head Lease, including (but not limited to) an extension of the Sublease corresponding with any extension of the Head Lease at no additional rent.

25. The Sublessee shall be entitled to terminate the Sublease at any time after the completion of the first five (5) years of this Sublease without any fault on the part of either party, after giving a written notice of at least twelve (12) calendar months to the Sublessor.

Right of Sublessee to remedy Sublessor's default

26. Without prejudice to any other right of the Sublessee under the Sublease or the Seychelles Laws and Practice, in the event of any failure or refusal by the Sublessor to perform and fulfil any of its material obligations under the Head lease or the laws of Seychelles in a relation to the Leased Premises or the Hotel or the Residential Villas the Sublessee may and is hereby authorised by the Sublessor and the Republic to do any such thing that is required to be done by the Sublessor in order to perform and fulfil any or all of the said obligations and such performance and fulfilment of or all of the obligations shall be deemed to have been performed by the Sublessor under the Head Lease or the Seychelles Laws and Practice provided that any costs, expenses and fees necessarily incurred by the Sublessee in this connection may be recovered by the Sublessee from the Sublessor as a debt.

Premature Termination by the Republic and Compensation

27. In the event that the Head Lease is prematurely terminated or is suspended by the Republic for failure by the Sublessor to comply with a material term, condition and provision of the Head Lease (not being a failure attributable to the Sublessee), the Republic undertakes to grant to (i) the Sublessee, a lease with the Republic or an agency of the Republic in respect of the Leased Premises for a period which is at least equal to the unexpired period of this Sublease at the time of the termination and on terms and conditions which are not less favourable than the terms and conditions of this Sublease at the time of termination, **PROVIDED THAT** if the Sublessee in its discretion elects not to accept such lease of the Leased Premises, then the Sublessee shall not be entitled to any compensation and (ii) the Residential Owners, shall be granted a lease with the Republic or an agency of the Republic in respect of the Residential Villas for a period which is at least equal to the unexpired period of this Sublease in respect of the relevant Residential Villa and on terms and conditions which are not less favourable than the terms and conditions on which the Residential Villa was held at the time of the termination, **PROVIDED THAT** if the Residential Owners in their discretion elects

not to accept such lease in respect of the Residential Villa, then the Residential owners shall not be entitled to any compensation.

Protection of Residential Villas

28. The Republic and the Sublessor agree and undertake that in the event that in the case of the Republic, the Head Lease and, in the case of the Sublessor, this Sublease is prematurely terminated in accordance with this Sublease as a result of the failure by the Sublessee to comply with its obligations under the Sublease the Residential Owners shall, subject to clauses 27 and 29, continue to enjoy peaceful possession of the Residential Villas, on the same terms and conditions as those contained in the assignment of part of this Sublease or the sublease of part thereof, with the Sublessee.

29. The Republic or Sublessor shall be under no obligation whatsoever to provide services, utilities and facilities to the Residential Villas in the event that this Sublease is prematurely terminated in accordance with this Sublease as a result of the failure by the Sublessee to comply with its obligations under the Sublease.

Sublessee's Movable Property

30. Upon termination of this Sublease howsoever caused, the Sublessee shall, subject to any Seychelles Laws and Practice, have the right to remove, sell or otherwise dispose of all of the Sublessee's Movable Property. But if within a reasonable time (which shall be not more than thirty (30) days after the date of termination unless the parties agree otherwise) after termination the Sublessee has not so removed the Sublessee's Movable Property then the Sublessee shall be deemed to have abandoned any right of claim thereto and the Sublessee's Movable Property shall be deemed to be vested absolutely in the Sublessor who may deal with the same as it thinks fit but subject to any claim which any creditor may have therein **PROVIDED THAT**, for avoidance of doubt, the Sublessee shall no right to compensation therefor.

Residential Owners' Movable Property

31. Upon termination of the Sublease, howsoever caused, a Residential Owner shall, subject to any Seychelles Laws and Practice, have the right to remove, sell, or otherwise dispose of all of the Residential Owners' Movable Property. But if within a reasonable time (which shall be not more than thirty (30) days after the date of termination unless the parties agree otherwise) after termination the Residential Owners have not removed such the Residential Owners' Movable Property then the Residential Owners shall be deemed to have abandoned any right of claim thereto and the property shall be deemed to be vested absolutely in the Sublessor who may deal with the same as it thinks fit but subject to any claim which any creditor may have therein PROVIDED THAT, for avoidance of doubt, the Residential Owners shall no right to compensation therefor.

[Q] MISCELLANEOUS

Consent of the Republic

32 For avoidance of doubt the Republic hereby agrees and consents to the Sublessor entering into this Sublease and hereby gives any such consent or permission as it is required to give under the Head Lease or this Sublease.

No Partnership or Agency Relationship

33. This Sublease does not in any way create the relationship of joint venture, partnership, or principal and agent between the Sublessor and the Sublessee. Neither party shall act or attempt to act, or represent itself, directly or by implication, as employee, agent, or representative of the other or in any manner assume or create or attempt to assume or create any obligation on behalf or in the name of the other party.

Waiver

34 The failure by any party to exercise or enforce in any instance any of the terms or conditions of this Sublease, or to insist upon strict performance by the other party of any of the provisions of this Sublease, shall not constitute or be deemed a waiver of that party's right under this Sublease.

Notices

35. *All* notices, demands and other communications required or permitted hereunder shall be in writing and shall be deemed received (i) upon receipted delivery if sent by messenger, (ii) upon verified delivery if sent by an overnight courier, (iii) five (5) business days after being deposited in the mail, registered or certified and prepaid, return receipt requested, or (iv) if by fax, on the day of transmitting if sent during the recipient's business hours failing which receipt shall be deemed to be the following business day, provided that the sender follows with a hard copy within three (3) business days by one of the other permitted means. Notice shall be addressed as follows:-

For the Sublessor:

For the Attention of the Chief Executive Officer
Islands Development Company Limited
P.O. Box 638, Victoria, Mahe, Republic of Seychelles
Fax No. +248 224467

For the Sublessee:

For the Attention of the Group Chief Executive Officer
Ocean Breeze Investments Ltd
Address 1 : 108 Premier Building, PO Box 343, Victoria, Mahe, Seychelles.
Address 2 : Tel:+974 4429 2229 | EXT : 7913 PO Box 23107, Lusail City, QatarThe Eighteen Tower, Zone 69, Street 303 Lusail City

For the Republic

Principle Secretary
Ministry of Land Use and Housing
Independence House
Victoria
Mahe
Republic of Seychelles

Any Party may change its address for purpose of notice hereunder by sending notice in the manner provided above, together with the effective date of such change.

Compliance with Laws

36. The parties to this Sublease agree that each shall comply with all applicable laws, regulations, rules, directions and other requirements applicable from time to time, and shall not do or omit or permit to be done or omit to be done any act or thing by which any of the terms of this Sublease may be invalidated or become unenforceable partly or wholly.

Corporate Authority

37. The parties to this Sublease represent to each other that each has taken all necessary corporate or other action to authorise the execution and consummation of this Sublease and will furnish the other party with satisfactory evidence of this upon request. The parties to this Sublease agree to negotiate in good faith the execution of such other documents or agreements (including but not limiting any service agreement) as may be necessary or desirable for the implementation of this Sublease and the effective execution of the transactions contemplated hereby.

38. Each of the parties hereto represents and warrants to the other parties that the execution and delivery of this Sublease and the performance of the obligations hereunder will not violate or exceed the party's powers or contravene:-

(a) any provision of applicable law, decree or order to which the party is subject; or

(b) any provision of any deed, contract or agreement to which the party is a party, or which is binding upon all or any of the party's assets or undertaking.

Force Majeure

39. The parties to this Sublease shall be excused from performing of any of their obligations under this Sublease if the performance thereof is restricted or prevented by a *Force* Majeure. Performances shall be excused only to the extent of and during the reasonable continuance of such disability. In this context, *"Force Majeure"* shall mean a natural cause beyond reasonable control, limited to the following:-

(a) act of God including tempest, fire, tide, storm, tidal wave, flood, lightning, earthquake, inevitable accident or other natural disaster;

(b) insurrection, riot, war, civil commotion, sabotage or act of terrorism;

(c) government sanction, Premises or the Hotel by the Government, embargo, import or export regulations or order or other change of law;

(d) labour disputes, including strikes, lockouts, boycotts or other industrial action (excluding strikes of the labour force of the party claiming *force majeure);*

(e) failure in the transportation of equipment, machinery or personnel or in the provision of any utility including power, gas, water, or communication services;

(f) epidemics or pandemics; or

(g) any other irresistible force or event beyond the party's control which the party could not prevent with reasonable diligence

40. Where any event of *force majeure* causes damage to the Leased Premises or any essential part thereof, the following shall be the respective rights and duties of the Sublessor and the Sublessee:-

(a) the parties to this Sublease shall jointly determine the extent of the damage; and

(b) if the damage so caused constitutes total destruction of the Leased Premises and/or the Hotel or if the Premises and/ or the Hotel is rendered unfit for further tenancy or rendered commercially valueless, then the Sublessee shall at its sole discretion, and upon giving notice in writing to the Sublessor:-

i. terminate the Sublease with immediate effect; or

ii. deem the period of this Sublease temporarily suspended from the date of damage until the date of resuming operation of the Hotel, as the case may be, provided that any works required to be carried out to render the Leased Premises and/or the Hotel fit for operation shall be done as expeditiously as possible.

(c) If the damage so caused constitutes partial destruction of the Leased Premises and/or Hotel or any essential part thereof or if the Leased Premises and/or the Hotel or any part thereof is rendered partially unfit for further tenancy or rendered partially valueless commercially, then the Sublessee shall at its sole discretion, and upon giving notice in writing to the Sublessor:-

i. terminate the Sublease with immediate effect; or

ii. deem this Sublease temporarily suspended from the date of damage until the date of resuming operation of the Hotel, provided that any works required to be carried out in order to render the Leased Premises and/or the Hotel fit for operation shall be carried out expeditiously. In such event the Sublessee shall be entitled to a proportionate rebate/reduction of the Sublease Rent based on the number of commercial beds and facilities available in the Hotel to service guests and the extent to which marketability of the Hotel is affected as mutually determined by the parties to this Sublease.

Acquisition by the Republic in the Public Interest

41. If only a portion of the Leased Premises on which there is any Improvement is acquired by the Republic under the Acquisition of Land In the Public Interest Act, 1996 or any other subsequent law, any compensation awarded in respect of such acquisition shall be used, to the extent reasonably needed by the Sublessee, in replacing the Improvements so taken to the extent reasonably practicable under the then Seychelles Laws and Practice and conditions on the remaining portion of the Leased Premises, save that if the Sublessor and the Sublessee agree otherwise or the Improvement cannot practically be effected on the remaining portion of the Leased Premises the compensation shall be distributed between the Sub lessor and the Sublessee as provided in clause 44. The compensation awarded above shall be payable to the Sublessee who shall use the same only for restoration of the Improvements as required under this Sublease. If, however, the portion of the Leased Premises so acquired results in a net loss of more than twenty-five percent (25%) of the leasable area of then existing Improvements or if such taking occurs during the last three years of the Sublease Period, the Sublessee may terminate this Sublease in the manner set out below.

Right to terminate Sublease upon acquisition

42. The Sublessee may terminate this Sublease under Clause 45 by serving written notice of termination on the Sub lessor within ninety (90)days after the portion of

the Leased Premises has been acquired by the Republic. This Sublease shall terminate with effect from the first day of the calendar month following the calendar month in which the notice of termination referred to herein is served on the Sublessor. Notwithstanding any provision to the contrary, the Sublessee may not terminate this Sublease without the written consent of a Lender.

Reduction of Rent

43. If, only a part of the Leased Premises is acquired under clause 41 and the Sublessee does not or cannot terminate this Sublease, then this Sublease shall terminate as to the part of the Leased Premises so acquired. The Sublease Rent payable under this Sublease shall, as of the date of the acquisition, be reduced by an amount equal to a fraction of the Sublease Rent, the numerator of which fraction shall be the fair market value of the Leased Premises (without any Improvements to the Leased Premises by the Sublessee after the date of the acquisition) and the denominator of which fraction shall be the fair market value of the Leased Premises immediately before the date of the acquisition, multiplied by the Sublease Rent then in effect.

Allocation of Award

44. Any compensation or damages awarded or payable as a result of an acquisition under the Acquisition of Land In the Public Interest Act, 1996 which is required to be shared between the Sublessor or Sublesse under this Sublease shall be allocated between the Sublessor and the Sublessee as follows:

(a) where there is no termination of the Sublease, the compensation shall be apportioned and distributed between the Sublessee and Sublessor proportionately in the ratio of the fair market value of their respective interests in the Leased Premises taken, as such interests existed immediately prior to the acquisition;

(b) where the Sublease has been terminated as result of the acquisition, the compensation shall be apportioned and distributed between the Sublessee and Sublessor proportionately in the ratio of the fair market value of their respective interests in the Leased Premises taken as such interests existed immediately prior to the acquisition.

Notice of Acquisition etc

45. Each of the Sublessor and Sublessee agrees, immediately upon receipt of process under the Acquisition of Land In the Public Interest Act. 1996 in connection with the acquisition of the Leased Premises during this Sublease to give Sublessee notice in writing thereof as soon as practicable after receipt of such process.

Further Assurances

46. Each party hereto agrees to execute and deliver to the other all instruments that may be required to give effect to the provisions of clauses 43 to 49.

Destruction of Improvements

47. Except as provided in clause 48, if at any time during the term of this Sublease, any Improvements on the Leased Premises are destroyed in whole or in part, whether insured or not, this Sublease shall continue in full force and effect without any Sublease Rent abatement and the Sublessee, at Sublessee's own cost and expense, shall repair and restore the damaged or destroyed building and Improvements to as good or better condition than at the time of such casualty. The work of repair and restoration shall be commenced by Sublessee within ninety (90) days after the receipt of insurance proceeds and shall be completed with due diligence.

Right to termination of Sublease by Sublessee upon destruction of Improvements

48. The Sublessee shall have the option to terminate this Sublease in lieu of restoring the Improvements under clause47 in any of the following circumstances:

(a) if the destruction of the Leased Premises was caused by a risk that the Sublessee is required to insure under this Sublease and the replacement costs for the destroyed Improvements would exceed eighty percent (80%) of the fair market value of such Improvements immediately preceding the destruction:

(b) if the destruction of the Leased Premises was caused by a risk that the Sublessee is not required to insure under this Sublease and the replacement costs for the destroyed Improvements would exceed twenty percent (20%) of the fair market value of such Improvements immediately preceding the destruction;

(c) if the destruction of the Leased Premises occurs during the last three (3) years of (or extended terms) of the Sublease Period and the cost of the repair or replacement of the Leased Period would exceed $100,000.

49. If the Sublessee exercises its option to terminate this Sublease as provided under clause 48 and,

(a) the Leased Premises are insured and compensation is payable under the insurance the insurance proceeds shall be distributed as follows:

(i) first to the Lender(s) to the extent of the unsatisfied obligation represented by such Lender's encumbrance; and

(ii) to the Sublessor and the Sublessee proportionately in the ratio of the fair market value of their respective interests in the Leased Premises taken, as such interests existed immediately prior to the destruction;

(iii) the Leased Premises are insured the Sublessee shall pay the Sublessor an amount which is proportionately in the ratio of the fair market value of the Lessor's respective interests in the

Leased Premises taken, as such interests existed immediately prior to the destruction.

Inurement

50. This Sublease shall inure to the benefit of and be binding upon each of the parties to this Sublease and their respective successors-in-title, permitted assigns and liquidators.

Partial Invalidity

51. If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under Seychelles Laws and Practice, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under Seychelles Laws and Practice shall in any way be effected or impaired thereby. The Parties agree that should any provision of this Sublease be held to be illegal, invalid or unenforceable then they shall forthwith enter into good faith negotiations to amend such provision in such as way that, as amended, it is valid and legal and to the maximum extent possible carries out the original intent of the Parties.

Confidentially

52. The parties to this Sublease hereto agree that all information provided pursuant to this Sublease by each party to the other party ("Confidential Information") is confidential and proprietary to the Party providing the information and no party shall use any Confidential Information for any purpose other than as permitted or required for performance under this Sublease. Each party agrees not to disclose or provide any Confidential Information provided by the other party to any third party (with the exception of (i) any affiliate or subsidiary, which is bound to retain the confidentiality of the information; (ii) third parties and employees who have a need to know in the course of performance under this Sublease, provided that such employees are bound to retain the confidentiality of the Confidential Information; (iii) disclosure of data to external auditors) without the express written consent of the other party, and each party agrees to take all reasonable measure, including, without limitation, measure taken by each party to safeguard its own confidential information to prevent such disclosure by employees, agents, or contractors. Nothing provided herein shall prevent any Party from disclosing Confidential Information to the extent it (A) is or hereafter becomes part of the public domain through no fault of that party; (B) is received from or furnished to a third party without similar restriction of the third party's right; (C) is independently development by it; (D) is disclosed pursuant to requirements of law; (E) is already known to it or (F) is disclosed in the course of a judicial proceedings instituted for the purposes of enforcing a right or obligation under this Sublease.

Amendments

53. Any amendments to this Sublease shall be made in writing and executed by all of the parties to this Sublease.

Entire Agreement and Copies

54. This Sublease constitutes the entire agreement between the parties to this Sublease with respect to the subject matter contemplated herein and supersedes all oral statements and prior writings with respect to the subject matter contemplated herein. In the event of any inconsistency between the terms of this Sublease and any other agreement in respect of the subject matter of this Sublease executed by the parties to this Sublease either prior to or subsequent to this Sublease, the terms of this Sublease shall prevail.

55. This Sublease shall be executed simultaneously in at least three original copies, each of which when executed and delivered shall constitute an original, but all copies shall together constitutes but one and the same instrument.

Dispute resolution

56. The Parties hereto agree to use their best efforts and in good faith promptly and adequately to resolve any dispute or difference which shall arise under, out of or in connection with any matter or thing contained in or the operation or construction of or any matter or thing in any way connected with this Sublease or the rights, duties or liabilities of either Party under or in connection with this Sublease amicably. Any dispute or difference which cannot be settled amicably shall be referred to arbitration by an arbitral tribunal of three arbitrators. Each party hereto shall be entitled to appoint one arbitrator and the third arbitrator shall be appointed by the Court of Arbitration of the International Chamber o f Commerce ('ICC'). The arbitration shall be held in Seychelles, in English in accordance with the arbitration rules of the ICC. The arbitrators shall be persons independent of all Shareholders. The decision of such arbitral tribunal shall be final and binding upon the parties and not subject to appeal.

Governing Law

57. This Sublease shall be governed by and construed in accordance with the laws of the Republic of Seychelles.

Registration

58. The parties shall take the necessary steps to stamp and register this Sublease in accordance with the laws of the Republic of Seychelles. The costs of stamping and registration shall be borne by the Sublessee.

Sanction

59. The Sublessee is a non-Seychellois and has obtained sanction of the Government to take the aforementioned Sublease as per letter reference number IPTR/2233 dated 27 March 2024 from the Principal Secretary of the Ministry of Land Use and Housing.

[R] SIGNATURE

IN WITNESS WHEREOF the Sublessor, Sublessee and the Republic have executed this Sublease in four originals and I have signed and appended my seal of Office on the date, month and year first abovementioned.

.....

Glenny Savy
Signed for and on behalf of
ISLANDS DEVELOPMENT
COMPANY LIMITED

.....

Abid Mahmood Hassan Butt
Signed for and on behalf of
OCEAN BREEZE
INVESTMENTS LTD

.....

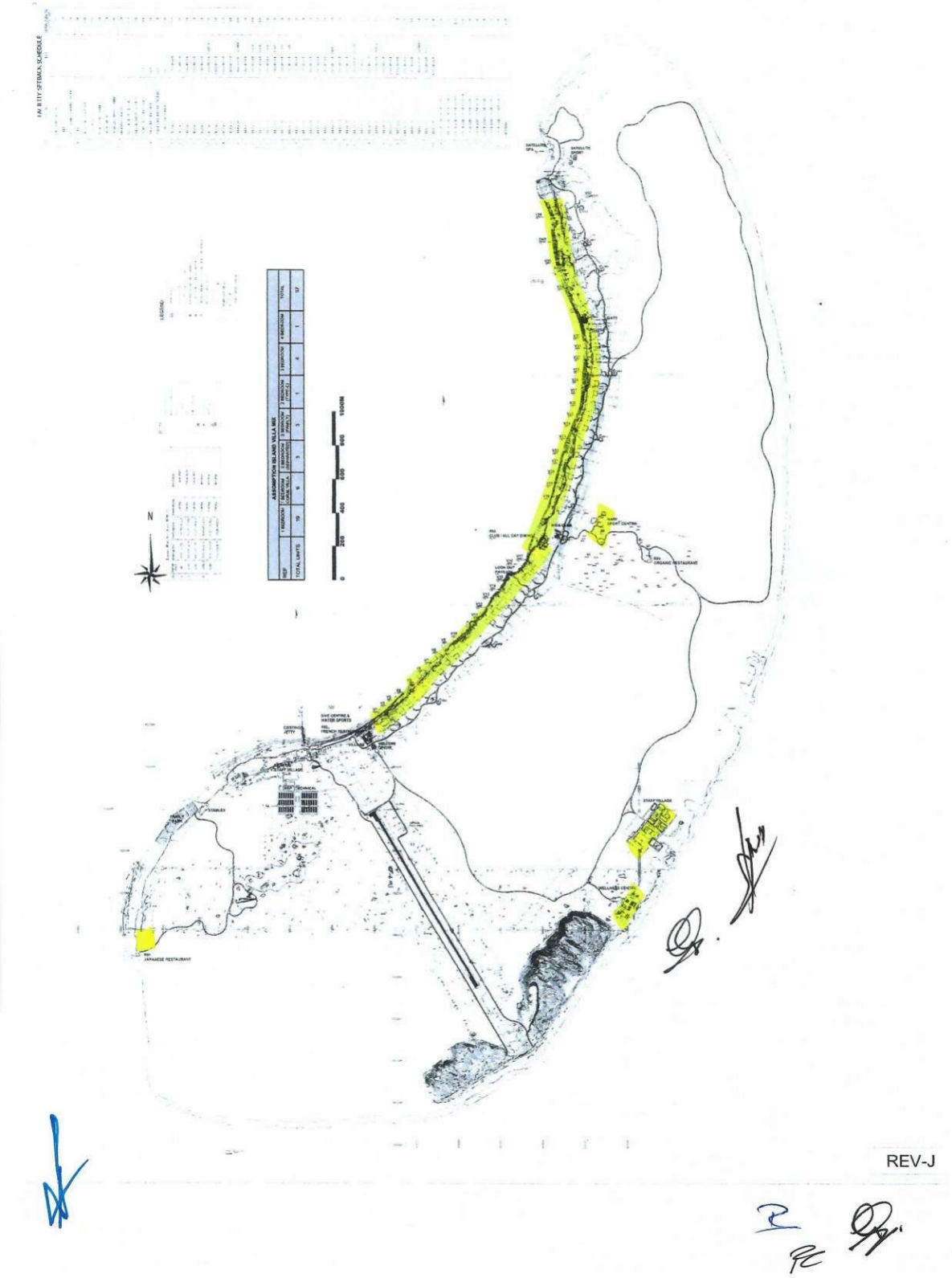
Jeffrey Denis Barbe
Signed for and on behalf of the
REPUBLIC OF SEYCHELLES

.....

Priscille Chetty
NOTARY

PRISCILLE CHETTY
NOTARY * SEYCHELLES

"Annexure 1"



REV-J

Annexure 2

INFRASTRUCTURE DEVELOPMENT TO BE CARRIED OUT BY THE SUBLESSOR

a) The following services and infrastructure shall be designed, built, commissioned, and operated by the Sublessor including but not limited to Substations, transformers, lifting stations, Manholes for dry and wet services.

1. Solar electricity including diesel generator back up.

2. Potable water supply with a minimum of 3 days storage.

3. Irrigation grade water with sufficient storage.

4. Sewage treatment and collection.

5. Waste Management including collection, processing, composting and incineration.

6. Make available complete telecommunication infrastructure to facilitate GSM & Wi-Fi connectivity.

7. Fire Fighting capabilities.

8. Conduits for ELV provision, and corridor for optical fiber cabling.

b) Complete and operate Airport facilities in order to receive and dispatch local and international flights.

c) Main access roads.

ANNEXURE 3

Seychelles Stamp Duty Ordinance Sections 6 and 29 Revenue Stamp
Free
30-7-2024

SEYCHELLES
Registered on 30-7-2024
B85 152
Free

THIS LEASE made this **05th** day of **July** in the year Two Thousand and Twenty-Four (2024) before me, **Julia JEAN**, ASSISTANT OFFICIAL NOTARY duly appointed and sworn

BETWEEN

THE REPUBLIC OF SEYCHELLES herein represented by Jeffrey Denis BARBE, Principal Secretary of Lands Department, Ministry of Habitat, Infrastructure and Land Transport pursuant to the Delegation of Statutory Functions (State Land and River Reserves Act) (No. 2) Order 1993, (hereinafter called the "Republic") of the one part

AND

ISLANDS DEVELOPMENT COMPANY LIMITED, a company incorporated under the Laws of Seychelles with its registered office at New Port, Victoria, Seychelles (herein called the "Lessee") and herein represented by **GLENNY SAVY**, its Chief Executive Officer, who declares that the company is not a non-Seychellois or under non-Seychellois control under the Immovable Property (Transfer Restriction) Act, of the other part

WHEREBY IT IS AGREED as follows:-

The Republic hereby lets, and the Lessee takes by the same title of lease, the island listed in the First Schedule herein referred to as "the land hereby demised" together with the buildings thereon for a term of **ninety-nine (99) years from 1st July 2024**, at the yearly rent of Seychelles Rupee One (SCR1/-) subject to the following conditions:-

SEYCHELLES
30-7-2024
TB9 49
Free

1. (a) At any time not more than twelve months nor less than three months before the date of the expiration of each fifth year of the term of years hereby granted (the date of the expiration of such current fifth year being hereinafter referred to as the "relevant date") the Republic may give to the Lessee notice in writing (each current such notice being hereinafter called the "rent notice") requiring that the yearly rent payable for the remainder of the said term commencing on the relevant date shall be increased and thereupon the rent payable hereunder for the remainder of the said term commencing on the relevant date shall be increased as from the relevant date and the new increased rent shall be such sum as may have been agreed between the parties hereto or in default of agreement within three months of the date of the rent notice as shall have been determined by the person named in the Second Schedule hereto as arbitrator in accordance with this clause.

(b) The amount of the new increased rent shall be the amount for which the land hereby demised might reasonably be expected to be let at the relevant date on the open market by a willing lessor to a willing lessee.

(c) On each occasion that the rent is in accordance with this clause the new increased rent shall be payable hereunder for the remainder of the said term (or until such new increased rent shall itself be increased under the provisions of this clause) from the relevant date next following the date of the rent notice and in the event of the new increased rent not having been ascertained by the relevant date rent at the rate payable in the year prior to the relevant date shall be paid and any difference between the new increased rent as eventually ascertained and the amount actually paid by the lessee shall be due and payable to the Republic within twenty one days of the new increased rent being ascertained.

(d) On each occasion that the rent is increased in accordance with this clause the Republic and the Lessee shall cause a memorandum to be drawn up containing

details of the new increased rent which shall be signed by or on behalf of the Republic and the Lessee and such memorandum shall be registered with the Registrar pursuant to the Mortgage and Registration Act.

(e) Nothing contained in this clause shall operate so as to cause a reduction in the rent originally reserved hereunder or in any current new increased rent substituted therefore in accordance with this clause.

(f) The land hereby demised together with any erections, buildings, structures or works situate thereon are hereinafter referred to as the "demised premises".

2. The Lessee hereby covenants with the Republic that the Lessee shall:-

(1) At all times during the said term pay and discharge all existing and future rates, taxes, duties, charges, assessments and outgoings which are now or may from time to time be assessed charged or imposed under any law for the time being in force in respect of the demised premises or any part thereof.

(2) (a) Forthwith insure and keep insured the demised premises with a reputable insurance company to be approved of in writing by the Republic in the joint names of the Republic and of the Lessee in a sum to be approved of in writing by the Republic and sufficient to cover the cost of completely reinstating the demised premises in the event of their total destruction and including architect's and surveyor's fees and other expenses incidental thereto against loss or damage by fire, explosion, storm, tempest, lightening or aircraft and any articles dropped therefrom, and to pay all premiums and other monies necessary for this purpose and whenever so required produce to the Republic their officers, servants or agents the policy or policies of such insurance and the receipt or receipts for the then current year's premium or other monies paid.

(b) In the event of the demised premises or any part thereof at any time being destroyed or damaged by fire or such other risk as is required to be insured against as is mentioned in paragraph (a) above then as often as the same may happen the Lessee shall:

(i) jointly with the Republic pay all monies recovered under such policy or policies as aforesaid into an account in the joint names of the Republic and the Lessee at a bank to be nominated by the Republic which monies shall be released to the Lessee only against the certificates of the Director of Technical Services or such other officer that the Republic may appoint as to the amounts properly expended by the Lessee in the rebuilding, repairing and reinstatement of the demised premises by the Lessee; and

(ii) forthwith rebuild, repair and reinstate the demised premises to the reasonable satisfaction of the Republic; and

(iii) in case the monies received in respect of such insurance are insufficient for the purpose of rebuilding, repairing and reinstatement of the demised premises to make good the deficiency, including the fees of any architect, surveyor or assessor acting in connection with the claim, out of the Lessee's own monies;

PROVIDED ALWAYS THAT

(i) if the Lessee shall at any time fail to insure or keep the demised premises insured as required by paragraph (a) above the Republic may do all things necessary to effect and maintain such insurance and any monies expended by the Republic for that purpose shall be repayable by the Lessee to the Republic as a liquidated debt payable on demand.

(ii) if the rebuilding, repair or reinstatement of the demised premises or any part thereof as is mentioned in paragraph (b) above shall be frustrated then the insurance monies relating thereto or relating to such part thereof in respect

of which frustration shall occur shall be apportioned between the Republic and the Lessee in such proportions as may be agreed or in default of agreement, equally.

(3) Not do or permit or suffer anything to be done upon the demised premises or any part thereof whereby any policy of insurance hereinbefore referred to may be invalidated or whereby the rate of premium in respect of such insurance shall at any time be increased beyond the rate usually charged in respect of the current use or trade or business for the time being carried on, in or upon the demised premises.

(4) During the currency of this lease keep the demised premises including all authorised additions and alterations thereto and subject to the provisions of Clause 2 hereof and the next succeeding paragraph of this Clause any walls and fences all services fixtures access roads and paths, drains, sewers, pipes, channel, cables, manholes, stopcocks, inspection chambers and similar apparatus connected therewith in good and substantial repair, decoration and condition.

(5) To permit the Republic, its duly authorised officers, servants and agents with or without workmen and others at all reasonable times after due notice to enter upon the demised premises and every part thereof for the purpose of ascertaining that the covenants, stipulations, terms and conditions herein contained have been duly observed and performed by the Lessee and in particular to view the state of repair and conditions of the demised premises and the Republic may give to the Lessee or leave on the demised premises written notice of all defects, decays and wants of repair, cleansing, maintenance, alteration or decoration there found.

(6) Carry out all works necessary to the demised premises to correct any defect, decays and wants of repair, cleansing, maintenance, alterations or

decoration specified in a written notice given to the Lessee or left on the demised premises by the Republic in accordance with the terms of this lease.

(7) At the expiration or sooner determination of the term of years granted by this lease quietly yield up the demised premises to the Republic in reasonable repair, decoration and condition in accordance with the Lessee's covenants herein contained together with all additions, alterations and improvements made thereto and without claim for compensation **PROVIDED ALWAYS THAT** in case the demised premises are required by the Republic in the event of war or upon the declaration of a state of emergency then the Lessee shall allow the Republic to resume possession of the demised premises upon being given one month's notice in writing but subject in such case to the payment to the Lessee by the Republic of equitable compensation.

(8) Not make any alteration or addition to the demised unless the plans and specifications of such alteration or addition have been submitted to and approved in writing by the Republic such approval not to be unreasonably withheld.

(9) Not use or permit or suffer to be used the demised premises or any part thereof except for the purpose or use as described in the Third Schedule hereto or such other purpose or use as the Republic may expressly approve in writing (such approval not be unreasonably withheld) **PROVIDED ALWAYS** that the Lessee takes the demised premises as they are without any warranty or guarantee on the part of the Republic of the suitability of the demised premises for any purpose or use for which the Lessee intends to put or use it or of any other particular purpose or use.

(10) Not assign, or part with the possession of the demised premises or any part thereof except with the express permission in writing of the Republic which

shall not be unreasonably withheld in the case of a respectable and responsible person.

(11) Not cause or permit to be caused any pollution of the land, sea or air and bear all costs and expenses in connection the abatement thereof and of the removal of any such cause of pollution.

(12) Not keep any explosives or hazardous materials or goods on the demised premises without the written consent of the Republic.

(13) Not excavate or dispose of any earth or minerals from, in or under the land hereby demised.

(14) Install and maintain firefighting equipment in the demised premises to the satisfaction of the Republic.

(15) Take such action as may be necessary to prevent any easement being acquired over the demised premises and in default of the Lessee taking such action, permit any person duly authorised by the Republic to enter with or without workmen for the purpose of taking such action and any costs so incurred shall be recoverable from the Lessee by the Republic as a liquidated debt payable on demand.

(16) Promptly remove waste and refuse from the demised premises and keep the demised premises in clean and tidy condition.

(17) Not install or store in the demised premises any heavy articles or machinery which may cause the safe load bearing capacity of any floor therein to be exceeded.

PC

(18) Indemnify and keep indemnified the Republic from and against all liability in respect of loss, damage, actions proceedings suit, claims, demands, costs, damages and expenses in respect of any injury to or the death of any person, damage to any movable or immovable property the infringement, disturbance or destruction of any right, easement or privilege, or otherwise by reason or arising in any way directly or indirectly out of the despair, condition, existence or user of the demised premises, the reinstatement or rebuilding of the demised premises for any part thereof and the Lessee shall at its own expense, effect or cause to be effected the necessary insurance in order to cover the liability of the Lessee undertaken in this paragraph.

3. The Republic hereby covenants with the Lessee that the Lessee paying the said rents and observing and performing the covenants and conditions herein contained and on the Lessee's part to be observed and performed shall and may peaceably hold and enjoy the demised premises during the term hereby granted without any lawful interruption or disturbance from or by the Republic or any person rightfully claiming through under or in trust for it.

4. **PROVIDED ALWAYS** and it is hereby agreed and declared that:-

(i) If the rent payable by the Lessee under the terms of this lease or any part thereof shall at any time be in arrear and unpaid for more than one calendar month after the same shall have become due (whether formally or legally demanded or not) and shall not be paid within one week after the same shall have been then demanded by a written notice requiring payment of the same served upon the Lessee by an usher of the Court or so served by sending it by prepaid registered post to the Lessee at its last known postal address or in the case of a company registered under the provisions of the Companies Act 1972 to its registered office, or left on the demised premises in an envelope addressed to the Lessee, or if the Lessee shall at any time fail or neglect to perform and observe any of the covenants and conditions herein

contained and on its part to be performed and observed, or if the Lessee being an incorporated company shall enter into liquidation whether compulsorily or voluntarily (except for the purpose not involving a realization of its assets), or if the Lessee being an individual or being a firm, any partner in that firm, shall at any time become bankrupt or shall have a receiving or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors or shall propose so to do, then this lease shall thereupon become *ipso facto* forfeited and cancelled or rescinded by operation of law (*de plein droit*), at the option of the Republic, and the Republic may at any time thereafter re-enter upon the demised premises or any part thereof in the name of the whole and henceforth hold and enjoy the same as if this lease had not been granted and shall re-possess its former estate therein but without prejudice to any right of action or remedy of the Republic for any antecedent breach of covenant by the Lessee.

(ii) Nothing herein contained or implied shall impose or be deemed to impose any restriction on the free use of development of any land or building not comprised in this lease.

(iii) Any notice, decision, direction, approval, authority, permission or consent given by the Republic under the terms of this lease shall be valid and effectual is signed by the Lands Officer or such other office or agent as the Republic may from time to time authorise for that purpose and service shall be sufficient if any such notice, decision, direction, approval, authority, permission or consent is served by sending it by prepaid registered post to the Lessee at its last known postal address or in the case of a company registered under the provisions of the Companies Act 1972 to its registered office, or left on the demised premises in an envelope addressed to the Lessee.

(iv) If at any time hereafter a system of sewers shall be provided by the Republic in connection with the land hereby demised the Lessee shall, within three months of being so required to do by the Republic by written notice, cause all drains serving the land hereby demised to be connected to such sewers PROVIDED ALWAYS that if the Lessee shall fail to comply with the notice aforesaid the Republic may do all things necessary to make such connection and all expenses of so doing shall be paid to the Republic by the Lessee as a liquidated debt payable on demand PROVIDED FURTHER that the Lessee shall pay such connection fee and any other charges from the date of connection at such rate in such manner as shall be prescribed by any written law hereafter enacted.

5. The Republic shall be responsible for stamping, registering and transcribing this lease and for any duty and fees payable in connection therewith.

6. In this lease unless the context shall otherwise require:-

(i) "person" include a corporation or incorporated company or body; and

(ii) words and expression in the singular include the plural and words and expressions in the plural include the singular; and

(iii) words importing the masculine gender only shall include the feminine gender.

7. For the avoidance of doubt it is hereby expressly agreed that nothing therein contained or implied shall prejudice or affect the Republic's right, powers, duties and obligations in the exercise of its functions as the Republic of Seychelles and the rights, powers, duties and obligations of the Republic under all Act, by-laws, orders and regulations may be fully and effectually exercised in relation to the demised premises as if the Republic were not the landlord or a party to this present lease and the Republic shall not be liable to the Lessee in damages, costs, compensation or expenses in respect of any such exercise as aforesaid.

FIRST SCHEDULE

Assumption Island

SECOND SCHEDULE

Name of Arbitrator as referred to in Clause 1

The Chief Justice of the Republic of Seychelles or a Judge of the Supreme Court

THIRD SCHEDULE

Permitted use as referred to in Clause 2 (9)

Management and Development only of the islands listed in the First Schedule.

IN WITNESS WHEREOF the contracting parties acting through their respective representatives have set their hands to these presents made in duplicate originals on the day month and year first above written who are known to me in my presence and I, the undersigned Assistant Official Notary, in witness whereof, have appended my hands and affixed thereto my seal of office.

Jeffrey Denis BARBE .....
For and on behalf of the
REPUBLIC OF SEYCHELLES

Glenny SAVY .....
For and on behalf of
ISLANDS DEVELOPMENT COMPANY LIMITED

.....
Julia JEAN
ASSISTANT OFFICIAL NOTARY

11

ANNEXURE 3a: HEADLEASE BETWEEN THE GOVERNMENT OF SEYCHELLES AND IDC, DATED 13 APRIL 2014

This lease made this 30 day of April, 2014
before me, **GEORGE E ROBERT**, ASSISTANT OFFICIAL NOTARY duly appointed and sworn

BETWEEN

JOSEPH FRANCOIS, Principal Secretary of the Ministry of LAND USE AND HOUSING, acting for and on behalf of the REPUBLIC OF SEYCHELLES pursuant to the Delegation of Statutory Functions (State Land and River Reserves Act) (No.2) Order 1993, (hereinafter called "the Republic") of the one part of the other part

AND

ISLANDS DEVELOPMENT COMPANY LIMITED, a company incorporated under the Laws of Seychelles with its registered office at New Port, Victoria, Seychelles (herein called "the Lessee") and herein represented by **GLENNY SAVY**, its Chief Executive Officer, who declares that the company is not a non - Seychellois.

WHEREBY IT IS AGREED as follows:-

The Republic hereby lets and the Lessee takes the islands listed in the First Schedule herein referred to as the land hereby demised together with the buildings on any of the aforementioned islands for a term of 99 years from 1st January 1995 the yearly rent of R1 subject to the following conditions:-

4.(a) At any time not more than twelve months nor less than three months before the date of the expiration of each fifth year of the term of years hereby granted (the date of the expiration of such current fifth year being hereinafter referred to as the "relevant date") the Republic may give to the Lessee notice in writing (each current such notice being hereinafter called the "rent notice") requiring that the yearly rent payable for the remainder of the said term commencing on the relevant date shall be increased and thereupon the rent payable hereunder for the remainder of the said term commencing on the relevant date shall be increased as from the relevant date and the new increased rent shall be such sum as may have been agreed between the parties hereto or in default of agreement within three months of the date of the rent notice as shall have been determined by the person named in the Second Schedule hereto as arbitrator in accordance with this clause.

Duty Paid for Free
C.U. No. 11339
Date 18.8.2014

(b) The amount of the new increased rent shall be the amount for which the land hereby demised might reasonably be expected to be let at the relevant date in the open market by a willing lessor to a willing lessee.

(c) On each occasion that the rent is in accordance with this clause the new increased rent shall be payable hereunder for the remainder of the said term (or until such new increased rent shall itself be increased under the provisions of this clause) from the relevant date next following the date of the rent notice and in the event of the new increased rent not having been ascertained by the relevant date rent at the rate payable in the year prior to the relevant date shall be paid and any difference between the new increased rent as eventually ascertained and the amount actually paid by the Lessee shall be due and payable to the Republic within twenty one days of the new increased rent being ascertained.

(d) On each occasion that the rent is increased in accordance with this clause the Republic and the Lessee shall cause a memorandum to be drawn up containing details of the new increased rent which shall be signed by or on behalf of the Republic and the Lessee and such memorandum shall be registered with the Registrar pursuant to the Mortgage and Registration Act.

(e) Nothing contained in this clause shall operate so as to cause a reduction in the rent originally reserved hereunder or in any current new increased rent substituted therefore in accordance with this clause.

(f) The land hereby demised together with any erections, buildings, structures or works situate thereon are hereinafter referred to as "the demised premises".

SEYCHELLES
Registered on 18.8.2014
Register B35 No 254
Paid Rs Free
C.U. No 11339

SEYCHELLES
Transcription 18.8.14
Volume 189 No 21
Paid Rs Free
C.U. No 11339
Registrar General

2. The Lessee hereby covenants with the Republic that the Lessee shall:-

(1) At all times during the said term pay and discharge all existing and future rates, taxes, duties, charges, assessments and outgoings which are now or may from time to time be assessed charged or imposed under any law for the time being in force in respect of the demised premises or any part thereof.

(2) (a) Forthwith insure and keep insured the demised premises with a reputable insurance company to be approved of in writing by the Republic in the joint names of the Republic and of the Lessee in a sum to be approved of in writing by the Republic and sufficient to cover the cost of completely reinstating the demised premises in the event of their total destruction and including architect's and surveyor's fees and other expenses incidental thereto against loss or damage by fire, explosion, storm, tempest, lightening or aircraft and any articles dropped there from, and to pay all premiums and other monies necessary for this purpose and whenever so required produce to the Republic their officers, servants or agents the policy or policies of such insurance and the receipt or receipts for the then current year's premium or other monies paid.

(b) In the event of the demised premises or any part thereof at any time being destroyed or damaged by fire or such other risk as is required to be insured against as is mentioned in paragraph (a) above then as often as the same may happen the Lessee shall:

(i) jointly with the Republic pay all monies recovered under such policy or policies as aforesaid into an account in the joint names of the Republic and Lessee at a bank to be nominated by the Republic which monies shall be released to the Lessee only against the certificates of the Director of Technical Services as to the amounts properly expended by the Lessee in the rebuilding, repairing and reinstatement of the demised premises by the Lessee; and

(ii) forthwith rebuild, repair and reinstate the demised premises to the reasonable satisfaction of the Republic; and

(iii) in case the monies received in respect of such insurance are insufficient for the purpose of rebuilding, repairing and reinstatement of the demised premises to make good the deficiency, including the fees of any architect, surveyor or assessor acting in connection with the claim, out of the Lessee's own monies:

PROVIDED ALWAYS THAT

(i) if the Lessee shall at any time fail to insure or keep the demised premises insured as required by paragraph (a) above the Republic may do all things necessary to effect and maintain such insurance and any monies expended by the Republic for that purpose shall be repayable by the Lessee to the Republic as a liquidated debt payable on demand;

(ii) if the rebuilding, repair or reinstatement of the demised premises or any part thereof as is mentioned in paragraph (b) above shall be frustrated then the insurance monies relating thereto or relating to such part thereof in respect of which frustration shall occur shall be apportioned between the Republic and the Lessee in such proportions as may be agreed or in default of agreement, equally.

(3) Not do or permit or suffer anything to be done upon the demised premises or any part thereof whereby any policy of insurance hereinbefore referred to may be invalidated or whereby the rate of premium in respect of such insurance shall at any time be increased beyond the rate usually charged in respect of the current use or trade or business for the time being carried on, in or upon the demised premises.

(4) During the currency of this lease keep the demised premises including all authorised additions and alterations thereto and subject to the provisions of Clause 2 hereof and the next succeeding paragraph of this Clause any walls and fences all services fixtures access roads and paths, drains, sewers, pipes, channel, cables, manholes, stopcocks, inspection chambers and similar apparatus connected therewith in good and substantial repair, decoration and condition.

(5) To permit the Republic, its duly authorised officers, servants and agents with or without workmen and others at all reasonable times after due notice to enter upon the demised premises and every part thereof for the purpose of ascertaining that the covenants, stipulations, terms and conditions herein contained have been duly observed and performed by the Lessee and in particular to view the state of repair and conditions of the demised premises and the Republic may give to the Lessee or leave on the demised premises written notice of all defects, decays and wants of repair, cleansing, maintenance, alteration or decoration there found.

(6) Carry out all works necessary to the demised premises to correct any defect, decays and wants of repair, cleansing, maintenance, alterations or decoration specified in a written notice given to the Lessee or left on the demised premises by the Republic in accordance with the terms of this lease.

(7) At the expiration or sooner determination of the term of years granted by this lease quietly yield up the demised premises to the Republic in reasonable repair, decoration and condition in accordance with the Lessee's covenants herein contained together with all additions, alterations and improvements made thereto and without claim for compensation PROVIDED AL WAYS THAT in case the demised premises are required by the Republic in the event of war or upon the declaration of a state of emergency then the Lessee shall allow the Republic to resume possession of the demised premises upon being given one month's notice in writing but subject in such case to the payment to the Lessee by the Republic of equitable compensation.

(8) Not make any alteration or addition to the demised unless the plans and specifications of such alteration or addition have been submitted to and approved in writing by the Republic such approval not to be unreasonably withheld.

(9) (a) Not use or permit or suffer to be used the demised premises or any thereof except for the purpose or use as described in the Schedule hereto or such other purpose or use as the Republic may expressly approve in writing (such approval not to be unreasonably withheld) PROVIDED ALWAYS that the Lessee takes the demised premises as they are without any warranty or guarantee on the part of the Republic of the suitability of the demised premises for any purpose or use for which the Lessee intends to put or use it or of any other particular purpose or use.

(10) Not assign, or part with the possession of the demised premises or any part thereof except with the express permission in writing of the Republic which shall not be unreasonably withheld in the case of a respectable and responsible person.

(11) Not cause or permit to be caused any pollution of the land, sea or air and bear all costs and expenses in connection with the abatement thereof and of the removal of any such cause of pollution.

(12) Not keep any explosives or hazardous materials or goods on the demised premises without the written consent of the Republic

(13) Not excavate or dispose of any earth or minerals from, in or under the land hereby demised.

(14) Install and maintain firefighting equipment in the demised premises to the satisfaction of the Republic.

(15) Take such action as may be necessary to prevent any easement being acquired over the demised premises and in default of the Lessee taking such action, permit any person duly authorised by the Republic to enter with or without workmen for the purpose of taking such action and any costs so incurred shall be recoverable from the Lessee by the Republic as a liquidated debt payable on demand.

(16) Promptly remove waste and refuse from the demised premises and keep the demised premises in clean and tidy condition.

(17) Not install or store in the demised premises any heavy articles or machinery which may cause the safe load bearing capacity of any floor therein to be exceeded.

(18) Indemnify and keep indemnified the Republic from and against all liability in respect of loss, damage, actions proceedings suits, claims, demands, costs, damages and expenses in respect of any injury to or the death of any person, damage to any movable or immovable property the infringement, disturbance or destruction of any right, easement or privilege, or otherwise by reason or arising in any way directly or indirectly out of the despair, condition, existence or user of the demised premises, the reinstatement or rebuilding of the demised premises for any part thereof and the Lessee shall at its own expense, effect or cause to be effected the necessary insurance in order to cover the liability of the Lessee undertaken in this paragraph.

3. The Republic hereby covenants with the Lessee that the Lessee paying the said rents and observing and performing the covenants and conditions herein contained and on the Lessee's part to be observed and performed shall and may peaceably hold and enjoy the demised premises during the term hereby granted without any lawful interruption or disturbance from or by the Republic or any person rightfully claiming through under or in trust for it.

4. PROVIDED ALWAYS and it is hereby agreed and declared that:-

(i) If the rent payable by the Lessee under the terms of this lease or any part thereof shall at any time be in arrear and unpaid for more than one calendar month after the same shall have become due (whether formally or legally demanded or not) and shall not be paid within one week after the same shall have been then demanded by a written notice requiring payment of the same served upon the Lessee by an usher of the Court or so served by sending it by prepaid registered post to the Lessee at its last known postal address or in the case of a company registered under the provisions of the Companies Act 1972 to its registered office, or left on the demised premises in an envelope addressed to the Lessee, or if the Lessee shall at any time fail or neglect to perform and observe any of the covenants and conditions herein contained and on its part to be performed and observed, or if the Lessee being an incorporated company shall enter into liquidation whether compulsorily or voluntarily (except for the purpose not involving a realisation of its assets), or if the Lessee being an any time become bankrupt or shall have a receiving or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors or shall propose so to do, then this lease shall thereupon become ipso facto forfeited and cancelled and the Republic may at any time thereafter re-enter upon the demised premises or any part thereof in the name of the whole and henceforth hold and enjoy the same as if this lease had not been granted and shall re-possess its former estate therein but without prejudice to any right of action or remedy of the Republic for any antecedent breach of covenant by the Lessee.

(ii) Nothing herein contained or implied shall impose or be deemed to impose any restriction on the free use or development of any land or building not comprised in this lease

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(iii) Any notice, decision, direction, approval, authority, permission or consent given by the Republic under the terms of this lease shall be valid and effectual is signed by the Lands Officer or such other office or agent as the Republic may from time to time authorise for that purpose and service shall be sufficient if any such notice, decision, direction, approval, authority, permission or consent is served by sending it by prepaid registered post to the Lessee at its last known postal address or in the case of a company registered under the provisions of the Companies Act 1972 to its registered office, or left on the demised premises in an envelope addressed to the Lessee.

(iv) If at any time hereafter a system of sewers shall be provided by the Republic in connection with the land hereby demised the Lessee shall, within three months of being so required to do by the Republic by written notice, cause all drains serving the land hereby demised to be connected to such sewers PROVIDED ALWAYS that if the Lessee shall fail to comply with the notice aforesaid the Republic may do all things necessary to make such connection and all expenses of so doing shall be paid to the Republic by the Lessee as a liquidated debt payable on demand PROVIDED FURTHER that the Lessee shall pay such connection fee and any other charges from the date of connection at such rate and in such manner as shall be prescribed by any written law hereafter enacted.

5. The Republic shall be responsible for stamping, registering and transcribing this lease and for any duty and fees payable in connection therewith.

6. In this lease unless the context shall otherwise require:-
(i) "person" include a corporation or incorporated company or body; and

(ii) words and expression in the singular include the plural and words and expressions in the plural include the singular; and

(iii) words importing the masculine gender only shall include the feminine gender.

7. For the avoidance of doubt it is hereby expressly agreed that nothing therein contained or implied shall prejudice or affect the Republic's rights, powers, duties and obligations in the exercise of its functions as the Republic of Seychelles and the rights, powers, duties and obligations of the Republic under all Acts, by-laws, orders and regulations may be fully and effectually exercised in relation to the demised premises as if the Republic were not the landlord or a party to this present lease and the Republic shall not be liable to the Lessee in damages, costs, compensation or expenses in respect of any such exercise as aforesaid.

FIRST SCHEDULE

LIST OF ISLANDS

1. Silhouette
2. Platte
3. Desroches (of the Amirantes Group)
4. Remire (of the Amirantes Group)
5. Marie-Louise (of the Amirantes Group)
6. Desnoeufs (of the Amirantes Group)
7. Poivre Atoll
8. Alphonse and St. Francois Atolls
9. Providence Atoll

10. Farquhar Group of Islands
11. Cosmoledo Atoll;
12. Astove Island
13. Assumption Island

SECOND SCHEDULE

Name of Arbitrator as referred to in Clause 1

The Chief Justice of the Republic of Seychelles

THIRD SCHEDULE

Permitted Use as referred to in Clause 2(10)(b)

MANAGEMENT AND DEVELOPMENT OF THE ISLANDS LISTED IN THE FIRST SCHEDULE

IN WITNESS WHEREOF the contracting parties have set their hands to these presents made in two originals on the 30 day, 4 month and year 2014 before written

.....
GLENNY SAVY

Who was satisfactorily identified to me in my presence

.....
JOSEPH FRANCOIS

Who is known to me in my presence

ASSISTANT OFFICIAL NOTARY .....

ANNEXURE 3B: HEADLEASE BETWEEN THE GOVERNMENT OF SEYCHELLES AND IDC CONCERNING ASSOMPTION DATED 5 JULY 2024

THIS LEASE made this **05th** day of **July** in the year Two Thousand and Twenty-Four (2024) before me, **Julia JEAN,** ASSISTANT OFFICIAL NOTARY duly appointed and sworn

BETWEEN

THE REPUBLIC OF SEYCHELLES herein represented by Jeffrey Denis BARBE, Principal Secretary of Lands Department, Ministry of Habitat, Infrastructure and Land Transport pursuant to the Delegation of Statutory Functions (State Land and River Reserves Act) (No. 2) Order 1993, (hereinafter called the "Republic") of the one part

AND

ISLANDS DEVELOPMENT COMPANY LIMITED, a company incorporated under the Laws of Seychelles with its registered office at New Port, Victoria, Seychelles (herein called the "Lessee") and herein represented by **GLENNY SAVY**, its Chief Executive Officer, who declares that the company is not a non-Seychellois or under non-Seychellois control under the Immovable Property (Transfer Restriction) Act, of the other part

WHEREBY IT IS AGREED as follows:-

The Republic hereby lets, and the Lessee takes by the same title of lease, the island listed in the First Schedule herein referred to as "the land hereby demised" together with the buildings thereon for a term of **ninety-nine (99) years from 1st July 2024,** at the yearly rent of Seychelles Rupee One (SCR1/-) subject to the following conditions:-

1. (a) At any time not more than twelve months nor less than three months before the date of the expiration of each fifth year of the term of years hereby granted (the date of the expiration of such current fifth year being hereinafter referred to as the "relevant date") the Republic may give to the Lessee notice in writing (each current such notice being hereinafter called the "rent notice") requiring that the yearly rent payable for the remainder of the said term commencing on the relevant date shall be increased and thereupon the rent payable hereunder for the remainder of the said term commencing on the relevant date shall be increased as from the relevant date and the new increased rent shall be such sum as may have been agreed between the parties hereto or in default of agreement within three months of the date of the rent notice as shall have been determined by the person named in the Second Schedule hereto as arbitrator in accordance with this clause.

(b) The amount of the new increased rent shall be the amount for which the land hereby demised might reasonably be expected to be let at the relevant date on the open market by a willing lessor to a willing lessee.

(c) On each occasion that the rent is in accordance with this clause the new increased rent shall be payable hereunder for the remainder of the said term (or until such new increased rent shall itself be increased under the provisions of this clause) from the relevant date next following the date of the rent notice and in the event of the new increased rent not having been ascertained by the relevant date rent at the rate payable in the year prior to the relevant date shall be paid and any difference between the new increased rent as eventually ascertained and the amount actually paid by the lessee shall be due and payable to the Republic within twenty one days of the new increased rent being ascertained.

(d) On each occasion that the rent is increased in accordance with this clause the Republic and the Lessee shall cause a memorandum to be drawn up containing

details of the new increased rent which shall be signed by or on behalf of the Republic and the Lessee and such memorandum shall be registered with the Registrar pursuant to the Mortgage and Registration Act.

(e) Nothing contained in this clause shall operate so as to cause a reduction in the rent originally reserved hereunder or in any current new increased rent substituted therefore in accordance with this clause.

(f) The land hereby demised together with any erections, buildings, structures or works situate thereon are hereinafter referred to as the "demised premises".

2. The Lessee hereby covenants with the Republic that the Lessee shall:-

(1) At all times during the said term pay and discharge all existing and future rates, taxes, duties, charges, assessments and outgoings which are now or may from time to time be assessed charged or imposed under any law for the time being in force in respect of the demised premises or any part thereof.

(2) (a) Forthwith insure and keep insured the demised premises with a reputable insurance company to be approved of in writing by the Republic in the joint names of the Republic and of the Lessee in a sum to be approved of in writing by the Republic and sufficient to cover the cost of completely reinstating the demised premises in the event of their total destruction and including architect's and surveyor's fees and other expenses incidental thereto against loss or damage by fire, explosion, storm, tempest, lightening or aircraft and any articles dropped therefrom, and to pay all premiums and other monies necessary for this purpose and whenever so required produce to the Republic their officers, servants or agents the policy or policies of such insurance and the receipt or receipts for the then current year's premium or other monies paid.

(b) In the event of the demised premises or any part thereof at any time being destroyed or damaged by fire or such other risk as is required to be insured against as is mentioned in paragraph (a) above then as often as the same may happen the Lessee shall:

(i) jointly with the Republic pay all monies recovered under such policy or policies as aforesaid into an account in the joint names of the Republic and the Lessee at a bank to be nominated by the Republic which monies shall be released to the Lessee only against the certificates of the Director of Technical Services or such other officer that the Republic may appoint as to the amounts properly expended by the Lessee in the rebuilding, repairing and reinstatement of the demised premises by the Lessee: and

(ii) forthwith rebuild, repair and reinstate the demised premises to the reasonable satisfaction of the Republic: and

(iii) in case the monies received in respect of such insurance are insufficient for the purpose of rebuilding, repairing and reinstatement of the demised premises to make good the deficiency, including the fees of any architect, surveyor or assessor acting in connection with the claim, out of the Lessee's own monies:

PROVIDED ALWAYS THAT

(i) if the Lessee shall at any time fail to insure or keep the demised premises insured as required by paragraph (a) above the Republic may do all things necessary to effect and maintain such insurance and any monies expended by the Republic for that purpose shall be repayable by the Lessee to the Republic as a liquidated debt payable on demand.

(ii) if the rebuilding, repair or reinstatement of the demised premises or any part thereof as is mentioned in paragraph (b) above shall be frustrated then the insurance monies relating thereto or relating to such part thereof in respect

of which frustration shall occur shall be apportioned between the Republic and the Lessee in such proportions as may be agreed or in default of agreement, equally.

(3) Not do or permit or suffer anything to be done upon the demised premises or any part thereof whereby any policy of insurance hereinbefore referred to may be invalidated or whereby the rate of premium in respect of such insurance shall at any time be increased beyond the rate usually charged in respect of the current use or trade or business for the time being carried on, in or upon the demised premises.

(4) During the currency of this lease keep the demised premises including all authorised additions and alterations thereto and subject to the provisions of Clause 2 hereof and the next succeeding paragraph of this Clause any walls and fences all services fixtures access roads and paths, drains, sewers, pipes, channel, cables, manholes, stopcocks, inspection chambers and similar apparatus connected therewith in good and substantial repair, decoration and condition.

(5) To permit the Republic, its duly authorised officers, servants and agents with or without workmen and others at all reasonable times after due notice to enter upon the demised premises and every part thereof for the purpose of ascertaining that the covenants, stipulations, terms and conditions herein contained have been duly observed and performed by the Lessee and in particular to view the state of repair and conditions of the demised premises and the Republic may give to the Lessee or leave on the demised premises written notice of all defects, decays and wants of repair, cleansing, maintenance, alteration or decoration there found.

(6) Carry out all works necessary to the demised premises to correct any defect, decays and wants of repair, cleansing, maintenance, alterations or

decoration specified in a written notice given to the Lessee or left on the demised premises by the Republic in accordance with the terms of this lease.

(7) At the expiration or sooner determination of the term of years granted by this lease quietly yield up the demised premises to the Republic in reasonable repair. decoration and condition in accordance with the Lessee's covenants herein contained together with all additions. alterations and improvements made thereto and without claim for compensation **PROVIDED ALWAYS THAT** in case the demised premises are required by the Republic in the event of war or upon the declaration of a state of emergency then the Lessee shall allow the Republic to resume possession of the demised premises upon being given one month's notice in writing but subject in such case to the payment to the Lessee by the Republic of equitable compensation.

(8) Not make any alteration or addition to the demised unless the plans and specifications of such alteration or addition have been submitted to and approved in writing by the Republic such approval not to be unreasonably withheld.

(9) Not use or permit or suffer to be used the demised premises or any part thereof except for the purpose or use as described in the Third Schedule hereto or such other purpose or use as the Republic may expressly approve in writing (such approval not be unreasonably withheld) **PROVIDED ALWAYS** that the Lessee takes the demised premises as they are without any warranty or guarantee on the part of the Republic of the suitability of the demised premises for any purpose or use for which the Lessee intends to put or use it or of any other particular purpose or use.

(10) Not assign. or part with the possession of the demised premises or any part thereof except with the express permission in writing of the Republic which

shall not be unreasonably withheld in the case of a respectable and responsible person.

(11) Not cause or permit to be caused any pollution of the land, sea or air and bear all costs and expenses in connection the abatement thereof and of the removal of any such cause of pollution.

(12) Not keep any explosives or hazardous materials or goods on the demised premises without the written consent of the Republic.

(13) Not excavate or dispose of any earth or minerals from, in or under the land hereby demised.

(14) Install and maintain firefighting equipment in the demised premises to the satisfaction of the Republic.

(15) Take such action as may be necessary to prevent any easement being acquired over the demised premises and in default of the Lessee taking such action, permit any person duly authorised by the Republic to enter with or without workmen for the purpose of taking such action and any costs so incurred shall be recoverable from the Lessee by the Republic as a liquidated debt payable on demand.

(16) Promptly remove waste and refuse from the demised premises and keep the demised premises in clean and tidy condition.

(17) Not install or store in the demised premises any heavy articles or machinery which may cause the safe load bearing capacity of any floor therein to be exceeded.

(18) Indemnify and keep indemnified the Republic from and against all liability in respect of loss, damage, actions proceedings suit, claims, demands, costs, damages and expenses in respect of any injury to or the death of any person, damage to any movable or immovable property the infringement, disturbance or destruction of any right, easement or privilege, or otherwise by reason or arising in any way directly or indirectly out of the despair, condition, existence or user of the demised premises, the reinstatement or rebuilding of the demised premises for any part thereof and the Lessee shall at its own expense, effect or cause to be effected the necessary insurance in order to cover the liability of the Lessee undertaken in this paragraph.

3. The Republic hereby covenants with the Lessee that the Lessee paying the said rents and observing and performing the covenants and conditions herein contained and on the Lessee's part to be observed and performed shall and may peaceably hold and enjoy the demised premises during the term hereby granted without any lawful interruption or disturbance from or by the Republic or any person rightfully claiming through under or in trust for it.

4. **PROVIDED ALWAYS** and it is hereby agreed and declared that:-

(i) If the rent payable by the Lessee under the terms of this lease or any part thereof shall at any time be in arrear and unpaid for more than one calendar month after the same shall have become due (whether formally or legally demanded or not) and shall not be paid within one week after the same shall have been then demanded by a written notice requiring payment of the same served upon the Lessee by an usher of the Court or so served by sending it by prepaid registered post to the Lessee at its last known postal address or in the case of a company registered under the provisions of the Companies Act 1972 to its registered office, or left on the demised premises in an envelope addressed to the Lessee, or if the Lessee shall at any time fail or neglect to perform and observe any of the covenants and conditions herein

contained and on its part to be performed and observed, or if the Lessee being an incorporated company shall enter into liquidation whether compulsorily or voluntarily (except for the purpose not involving a realization of its assets), or if the Lessee being an individual or being a firm, any partner in that firm, shall at any time become bankrupt or shall have a receiving or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors or shall propose so to do, then this lease shall thereupon become *ipso facto* forfeited and cancelled or rescinded by operation of law (*de plein droit*), at the option of the Republic, and the Republic may at any time thereafter re-enter upon the demised premises or any part thereof in the name of the whole and henceforth hold and enjoy the same as if this lease had not been granted and shall re-possess its former estate therein but without prejudice to any right of action or remedy of the Republic for any antecedent breach of covenant by the Lessee.

(ii) Nothing herein contained or implied shall impose or be deemed to impose any restriction on the free use of development of any land or building not comprised in this lease.

(iii) Any notice, decision, direction, approval, authority, permission or consent given by the Republic under the terms of this lease shall be valid and effectual is signed by the Lands Officer or such other office or agent as the Republic may from time to time authorise for that purpose and service shall be sufficient if any such notice, decision, direction, approval, authority, permission or consent is served by sending it by prepaid registered post to the Lessee at its last known postal address or in the case of a company registered under the provisions of the Companies Act 1972 to its registered office, or left on the demised premises in an envelope addressed to the Lessee.

(iv) If at any time hereafter a system of sewers shall be provided by the Republic in connection with the land hereby demised the Lessee shall, within three months of being so required to do by the Republic by written notice, cause all drains serving the land hereby demised to be connected to such sewers PROVIDED ALWAYS that if the Lessee shall fail to comply with the notice aforesaid the Republic may do all things necessary to make such connection and all expenses of so doing shall be paid to the Republic by the Lessee as a liquidated debt payable on demand PROVIDED FURTHER that the Lessee shall pay such connection fee and any other charges from the date of connection at such rate in such manner as shall be prescribed by any written law hereafter enacted.

5. The Republic shall be responsible for stamping, registering and transcribing this lease and for any duty and fees payable in connection therewith.

6. In this lease unless the context shall otherwise require:-

(i) "person" include a corporation or incorporated company or body; and

(ii) words and expression in the singular include the plural and words and expressions in the plural include the singular; and

(iii) words importing the masculine gender only shall include the feminine gender.

7. For the avoidance of doubt it is hereby expressly agreed that nothing therein contained or implied shall prejudice or affect the Republic's right, powers, duties and obligations in the exercise of its functions as the Republic of Seychelles and the rights, powers, duties and obligations of the Republic under all Act, by-laws, orders and regulations may be fully and effectually exercised in relation to the demised premises as if the Republic were not the landlord or a party to this present lease and the Republic shall not be liable to the Lessee in damages, costs, compensation or expenses in respect of any such exercise as aforesaid.

FIRST SCHEDULE

Assumption Island

SECOND SCHEDULE

Name of Arbitrator as referred to in Clause 1

The Chief Justice of the Republic of Seychelles or a Judge of the Supreme Court

THIRD SCHEDULE

Permitted use as referred to in Clause 2 (9)

Management and Development only of the islands listed in the First Schedule.

IN WITNESS WHEREOF the contracting parties acting through their respective representatives have set their hands to these presents made in duplicate originals on the day month and year first above written who are known to me in my presence and I, the undersigned Assistant Official Notary, in witness whereof, have appended my hands and affixed thereto my seal of office.

.....

Jeffrey Denis BARBE
For and on behalf of the
REPUBLIC OF SEYCHELLES

.....

Glenny SAVY
For and on behalf of
ISLANDS DEVELOPMENT COMPANY LIMITED

.....
Julia JEAN
ASSISTANT OFFICIAL NOTARY

ANNEXURE 4: NOTICE OF ACCEPTANCE

MINISTRY OF AGRICULTURE, CLIMATE CHANGE & ENVIRONMENT
ENVIRONMENT DEPARTMENT
Waste Enforcement & Permit Division
Botanical Gardens, Mont Fleuri, P. O. Box 445, Victoria, Mahe, Republic of Seychelles
Tel: (248) 4670500, Fax: (248) 4610648
Please address all correspondence to the Principal Secretary

Our Ref: WEP/ EAPS/Class 1/ 02/2024
Enquiries To: N. Laure
Extension: 527
Date: 03rd September 2024

Mr. Norman Weber
Chief Executive Officer
Island Conservation Society

Dear Mr. Weber

RE: NOTICE OF ACCEPTANCE FOR THE ENVIRONMENT IMPACT ASSESSMENT REPORT FOR THE PROPOSED HOTEL DEVELOPMENT ON ASSOMPTION ISLAND.

Reference is made to the amended Environment Impact Assessment (EIA) report for the above development submitted on 28th June 2024. The EIA report was shared with Government stakeholders and made available to the public for feedback. This NOA also takes into consideration the Biosecurity Management Plan submitted on 1st August 2024.

The Authority hereby accepts the Environment Impact Assessment (EIA) report subject to the following conditions, which should be strictly adhered to before and during the implementation of the project:

1. The new Biosecurity Management Plan (BMP) including all 384 actions set out in the BMP should be implemented immediately and not delayed until the start of construction.
2. A copy of written confirmation from IDC that they will implement the recommendations of the BMP in full should be submitted to the Department of Environment within 15 days of this notification.
3. The full biodiversity assessment for the project should be conducted upon receipt of this NOA, and the report must be submitted to the Department for proper monitoring.
4. A biosecurity officer must be appointed on Mahe and two on Assomption for the purpose of this development to ensure biosecurity control before, during and after construction (as per the BMP).
5. Provision must be made for a quarantine facility to be integrated in the arrival lounge of the airport.
6. An alternative unloading location must be provided to ensure that materials can still be unloaded at one location during poor weather condition.
7. Information on the biosecurity measures to be implemented by IDC for activities such as the use of generators, waste management and transport of construction workers should be provided to the Department of Environment prior to the start of construction.

8. A detailed planning application for the proposed reconstruction and repair of the existing jetty should be submitted to the Planning Authority for planning approval and Environment Authorization.
9. Detailed planning application for proposed decking on the cliffs, viewing decks/platforms for the mangrove sinkholes and transparent flooring for large sinkholes/caverns should be submitted to the Planning Authority for planning approval and Environment Authorization.
10. Detailed planning application for the workers' accommodation should be submitted to the Planning Authority for planning approval and Environment Authorization.
11. Detailed planning application of the nursery including its confirmed location, should be submitted to the Planning Authority for planning approval and Environment Authorization.
12. Detailed planning application for the BOH, staff facilities, and spa should be submitted to the Planning Authority for planning approval and Environment Authorization.
13. Technical details of the STP should be provided through detailed planning application to Planning Authority for planning approval and Environment Authorization.
14. Information on the location of the septic tanks and soakaways during construction should also be provided to the Department of Environment and the Public Health Authority.
15. Information on the list of equipment to be transported to Assumption and the means of transportation should be submitted to the Department of Environment prior to the start of construction including information on where and how materials will be sourced.
16. Results of the investigation into the use of coral stones for aggregate and cladding must be submitted to the Planning Authority.
17. Information on Health and Safety protocols, hazard preparedness and emergency evacuation plan to be implemented must be submitted to the Department of Environment.
18. Detailed planning application of the additional airport facilities must be submitted to the Planning Authority for planning approval and Environmental Authorization.
19. The developer should abide by all the existing laws and regulations of the country.
20. Creepers and other exotic plants should not be introduced to the island.
21. A landscaping plan should be submitted to the Department of Environment for approval prior to construction.
22. The details species relocation during the period of construction should be provided to the Department of Environment prior to the start of construction;
23. The Project Implementation Plan with all work schedules and milestones, must be circulated to the Department of Environment to ensure close monitoring. In addition, a Construction Environment Management Plan (CEMP) must also be submitted.
24. The CEMP should be reviewed and updated during the course of construction to reflect any changes and new information obtained.
25. An Environment Officer (EO) must be appointed prior to the start of construction for the duration of the project to ensure coordination between the Ministry of Agriculture, Climate Change and Environment and all relevant stakeholders. This is necessary to ensure that all stakeholders of the project are fully aware of the recommendations, provisions and mitigating measures as outlined in the EIA Report and the Biosecurity Management Plan.
26. All monitoring exercises, as stipulated by the EIA report are to be undertaken in close liaison with the Environmental Assessment and Permits Section of the Environment Department.
27. Mitigation measures should not be limited to those provided in the EIA report and the BMP, the appointed EO should continually improve the mitigation measures were possible throughout construction;

Should you have any queries regarding the above, please do not hesitate to contact the Environment Assessment and Permits Section for further clarification.

Thank you for your kind and usual understanding

Yours Sincerely,

Nanette Laure (Mrs.)
DIRECTOR GENERAL (WEP)

CC: Chief Executive Officer - PLANNING AUTHORITY

ENVIRONMENT DEPARTMENT
EAP SECTION
03 SEP 2024
DISPATCH
WEP DIVISION

ANNEXURE 5: STOP NOTICE, MAY 2025

SEYCHELLES PLANNING AUTHORITY
DEVELOPMENT CONTROL & ENGINEERING SECTION
P.O. Box 1179, Independence House
Telephone: (248) 4280684
Email: aservina@mlh.gov.sc Website: www.spa.gov.sc
Please address all correspondence to the Chief Executive Officer

STOP NOTICE

No: 0206

This Stop Notice is served on:

CONTRACTOR: Island Development Company Ltd

OWNER: Ocean Breeze Investments Limited

LOCATION: Assomption island

PA REF: DC/1388/2024 DC/1387/2024, DC/1384/2024 DC/1382/2024, DC/1385/2024

PARCEL NO: Unmarked

DATE: 15/05/2025

Pursuant to Section 57 of the Physical Planning Act 2021, you are hereby notified with immediate effect to STOP work(s) on the above mentioned site for the following reason(s):

- ☐ Carrying out a development without the benefit of a Planning Authority's approval
- ☐ Commencing work on site without submitting Commencement Notice
- ☐ Failing to submit notices in respect of drains/waste water facilities
- ☐ Failing to submit notices in respect of Reinforcement
- ☐ Work(s) not in accordance with approved drawings
- ☐ Contractor not licensed to undertake the approved development
- ☐ Failure to submit colour scheme prior to commencement of works
- ☐ Waste Water facilities not as per approved location or dimensions
- ☐ Boundary beacons not visible on site
- ☐ No Site/Visitor's Book on construction site
- ☐ Failing to submit structural details for verification prior to commencement of works on site
- ☐ Failing to fully honour all conditions of approval for the development
- ☐ Failing to ensure adequate the availability of facilities for workers on site
- ☐ Inadequate site security & safety for workers and visitors on site
- ☐ Carrying out earthworks without the benefit of Planning Authority's approval
- ☐ Setting out on site is not as per the approved dimensions or not done with reference to boundary lines and beacons
- ☐ Undertaking/Undertaken external changes without the benefit of Planning Authority approval
- ☐ Erection of a hoarding or workers' accommodation or site office without the benefit of Planning Authority's approval

Specify Type of Development: It has been noted that the developer has not adhered to certain conditions stipulated in the Notice of Acceptance dated 03rd September 2024 concerning the proposed development on Assomption island. In particular, there has been no implementation of the approved Biosecurity Management Plan submitted to the Department of Environment on 01st August 2024. In light of the above, the developer is advised to urgently contact the Administrator under the Environmental Protection Act 2016 for further clarification and to regularise compliance with the approved environmental requirements

By virtue of the above. You are requested to show just cause within 5 days of the date of this STOP NOTICE, as to why no further action should be taken against you by the Planning Authority. Please note that failure to respect the given timeframe will result in further action in accordance with provision of the Physical Planning Act 2021.

For queries, please contact the undersigned officer on telephone number: 2813010

PLANNING AUTHORITY OFFICER (NAME): Sayed Abdelhag Salih SIGN .....

Notice received by ..... SIGN 15/5/25 DATE

Cc Planning Authority Receiving Counter
CEO (Seychelles Licencing Authority)

ANNEXURE 6: WITHDRAWAL OF STOP NOTICE MAY 2025

MINISTRY OF AGRICULTURE, CLIMATE CHANGE & ENVIRONMENT
ENVIRONMENT DEPARTMENT
Waste Enforcement & Permit Division
Botanical Gardens, Mont Fleuri, P. O. Box 445, Victoria, Mahe, Republic of Seychelles
Tel: (248) 4670500, Fax: (248) 4610648

Your Ref:
Our Ref: MACCE/WEP/01/2025
Enquiries To: N. Laure
Telephone: 4670527
Date: 21st May 2025

Mr. Omar Al Salihi
General Manager
International Design & Construction Company

Dear Sir,

Re: Compliance with Environmental Conditions- Assomption Hotel Development

We refer to the formal directive issued on 15th May 2025, which instructed the suspension of all works on Assomption Island due to non-compliance with the conditions outlined in the Notice of Acceptance dated 3rd September 2024.

The Department of Environment acknowledges receipt of the Letter of Appointment designating the Seychelles Islands Foundation (SIF) as the Environment Officer and the primary point of contact for all environmental matters related to the Assomption Hotel Development Project.

In light of this compliance, the directive to suspend all works is hereby withdrawn, effective today, Wednesday, 21st May 2025. You are now authorized to resume all project activities.

Please ensure that all resumed works are carried out in strict accordance with the approved environmental conditions and regulatory requirements.

Should you have any questions or require further clarification, please do not hesitate to contact the undersigned.

Yours Sincerely

Nanette Laure (Mrs.)
Administrator

ENVIRONMENT DEPARTMENT
EAP SECTION
21 MAY 2025
DISPATCH
WEP DIVISION

C.C CEO Planning Authority
CEO Seychelles Island Foundation
CEO- Island Development Company

ANNEXURE 7a: STOP NOTICE 14 NOVEMBER 2025

P.O. Box 1179, Independence House
Telephone: (248) 4280684
Email: aservina@mlh.gov.sc Website: www.spa.gov.sc
Please address all correspondence to the Chief Executive Officer

STOP NOTICE

No: 0222

This Stop Notice is served on:

CONTRACTOR: Island Development Company Ltd

OWNER: Ocean Breeze Investments Limited

LOCATION: Assomption Island

PA REF. DC/1380/24, DC/1382/24, DC/1383/24, DC/1384/24, DC/1385/24, DC/1386/24, DC/1387/24, DC/1388/24, DC/839/25, DC/521/25

PARCEL NO: Unmarked

DATE: 14/11/2025

Pursuant to Section 57 of the Physical Planning Act 2021, you are hereby notified with immediate effect to STOP work(s) on the above mentioned site for the following reason(s):

- ☐ Carrying out a development without the benefit of a Planning Authority's approval
- ☐ Commencing work on site without submitting Commencement Notice
- ☐ Failing to submit notices in respect of drains/waste water facilities
- ☐ Failing to submit notices in respect of Reinforcement
- ☐ Work(s) not in accordance with approved drawings
- ☐ Contractor not licensed to undertake the approved development
- ☐ Failure to submit colour scheme prior to commencement of works
- ☐ Waste Water facilities not as per approved location or dimensions
- ☒ Boundary beacons not visible on site
- ☐ No Site/Visitor's Book on construction site
- ☐ Failing to submit structural details for verification prior to commencement of works on site
- ☐ Failing to fully honour all conditions of approval for the development
- ☐ Failing to ensure adequate the availability of facilities for workers on site
- ☐ Inadequate site security & safety for workers and visitors on site
- ☐ Carrying out earthworks without the benefit of Planning Authority's approval
- ☐ Setting out on site is not as per the approved dimensions or not done with reference to boundary lines and beacons
- ☐ Undertaking/Undertaken external changes without the benefit of Planning Authority approval
- ☐ Erection of a hoarding or workers' accommodation or site office without the benefit of Planning Authority's approval

Specify Type of Development: In line with the Prohibition Notice with reference MECENR/NEP/01/ issued by the Administrator under the Environmental Protection Act 2016, this stop notice is issued to cease all construction, land preparation, material handling, vegetation clearance and all related development activities on Assomption Island, in order to ensure full compliance with the instructions stipulated in the said prohibition notice.
A copy of the Prohibition Notice is attached for your ease of reference.

By virtue of the above. You are requested to show justcause within **5** days of the date of this STOP NOTICE, as to why no further action should be taken against you by the Planning Authority. Please note that failure to respect the given timeframe will result in further action in accordance with provision of the Physical Planning Act 2021.

For queries, please contact the undersigned officer on telephone number: 4280684

PLANNING AUTHORITY OFFICER (NAME): Sayed SIGN: .....

Notice received by: ..... SIGN: ..... DATE: 14/11/2025

Cc Planning Authority Receiving Counter
CEO (Seychelles Licencing Authority)
Administrator under the Environmental Protection Act.

ANNEXURE 7B –PROHIBITION NOTICE 13 NOVEMBER 2025

MINISTRY OF ENVIRONMENT, CLIMATE, ENERY AND NATURAL RESOURCES
DEPARTMENT OF ENVIRONMENT & NATURAL RESOURCES
Waste Enforcement & Permit Division
Botanical Gardens, Mont Fleuri, P. O. Box 445, Victoria, Mahe, Republic of Seychelles
Tel: (248) 4670500, Fax: (248) 4610648, Email: n.laure@env.gov.sc

PROHIBITION NOTICE

ENVIRONMENT PROTECTION ACT, 2016

MECENR/WEP/ 01 / 2025

Served on: Mr. Omar Al Salihi
General Manager
International Design & Construction Company

IN RELATION TO THE DEVELOPMENT ON:

Assomption Island.

AND WHEREAS THE ADMINISTRATOR IS OF THE OPINON THAT:

The manner in which the development is being carried out on Assomption Island poses an imminent risk of serious damage to the environment.

BY WAY OF:

1. Non-compliance with the approved Biosecurity Management Plan, in particular failure to immediately appoint Biosecurity Officers (one (1) on Mahe and two (2) on Assomption Island) to work alongside the Island Development Company (IDC) during the course of the development. This failure constitutes a material breach of the plan and poses significant biosecurity risks to Assomption's unique ecosystems and to the nearby Aldabra Atoll.

2. Failure to conduct a full biodiversity assessment for the project as requested in the Notice of Acceptance (NoA) of the Environment Impact Assessment (EIA) Report, to take stock of current species on Assomption, determine current impact, and assess potential future impact.

3. Failure to provide alternative methods of transporting materials as stipulated in the EIA Report which has resulted in continued barging operations which pose increased risks, especially during the peak turtle nesting period.

4. Failure to establish a nursery for the relocation and propagation of plants to be used in landscaping as recommended in the EIA Report. A nursery reduces the impact of vegetation loss.

5. Failure to submit details on species relocation during the period of construction as requested in the Notice of Acceptance (NoA) of the EIA Report, which can result in significant loss of the island's biodiversity.

6. Failure to submit a Construction Environment Management Plan outlining measures that have been identified to minimize the impact of construction on the environment, as requested in the NoA of the EIA report.

7. Failure to comply with the Environment Management Plan recommendations given to minimize impacts on the environment provided in the EIA Report.

NOW THEREFORE:

In exercise of the power conferred by Section 55(1) of the Environment Protection Act 2016 the Administrator hereby serves you this Prohibition Notice.

You are hereby instructed to comply with the following instructions in order to mitigate and prevent further environmental damage;

1. Instruct IDC to stop all construction and related activities associated with the development within 12 hours upon receipt of this Notice.

2. Conduct a comprehensive review of compliance with the approved Biosecurity Management Plan submitted on 1st August 2024 and submit a written report, together with supporting evidence of the review, to the Environment Department within thirty (30) days from the date of receipt of this Notice.

3. Conduct a full biodiversity assessment and submit to the Department of Environment and Natural Resources. Details of relevant expert(s) to carry out the said assessment should be appointed within fourteen (14) days upon receipt of this Notice.

4. Submit a detailed planning application for the jetty including an assessment of the potential impacts on the marine and coastal environment, to the Planning Authority for planning and Environment Authorization within one week upon receipt of this Notice.

5. Submit a detailed planning application of the nursery including its confirmed location, to the Planning Authority for planning approval and Environmental Authorization within seven (7) days upon receipt of this Notice.

6. Submit details of all species that have been relocated and those that are yet to be relocated to the Department of Environment and Natural Resources within two (2) days upon receipt of this Notice.

7. Submit updated Construction Environment Management Plan and the Environment Management Plan to the Environment Department within two (2) days upon receipt of this Notice.

Ensure full adherence to the above instructions and submit monthly compliance reports to the Environment Department.

Date of Notice 13th November 2025

Mrs. Nanette Laure
ADMINISTRATOR

[Please turn over]

TAKE NOTICE THAT:-

Failure to comply with this Prohibition Notice constitutes an offence under Section 55(5) of the Environment Protection Act, 2016. Pursuant to Section 68(1) of the same Act, any person found guilty is liable upon conviction, to a fine of not less than SCR25, 000 and not exceeding to SCR 100,000, or to imprisonment for a term of up to two (2) years or to both such fine and imprisonment.

IMPORTANT NOTICE

In accordance with Section 74 of the Environment Protection Act 2016, any person aggrieved by this decision, may submit an appeal to the (Environment Appeals Board. Kindly email envappealsboardsec@env.gov.sc for further guidance or contact the Secretary of the board Mrs. Anne Marie Rath on 4670527.

ANNEXURE 8 –VARIATION NOTICE

MINISTRY OF ENVIRONMENT, CLIMATE, ENERGY AND NATURAL RESOURCES
ENVIRONMENT AND NATURAL RESOURCES DEPARTMENT
Waste Enforcement & Permit Division
Botanical Gardens, Mont Fleuri, P. O. Box 445, Victoria, Mahe, Republic of Seychelles
Tel: (248) 4670500, Fax: (248) 4610648, ps@env.gov.sc

VARIATION NOTICE

ENVIRONMENT PROTECTION ACT, 2016

MACCE/WEP/Variation/ 01/2026

Served on: Mr. Omar Al Salihi
General Manager
International Design & Construction Company

IN RELATION TO THE PROHIBITION NOTICE

Reference: MECENR/WEP/01/2025

Dated: 13th November 2025

The Administrator in exercise of the powers conferred upon her under Section 57(1) of the Environment Protection Act 2016 makes the following amendments to the said Prohibition Notice:

THE PART WHICH READS:

1. Instruct IDC to stop all construction and related activities associated with the development within 12 hours upon receipt of this Notice.
4. Submit a detailed planning application for the jetty including an assessment of the potential impacts on the marine and coastal environment, to the Planning Authority for planning and Environment Authorization within one week upon receipt of this Notice.
6. Submit details of all species that have been relocated and those that are yet to be relocated to the Department of Environment and Natural Resources within two (2) days upon receipt of this Notice.

SHOULD NOW READ:

1. All construction and related activities associated with the development shall cease immediately, except for those buildings where work had already commenced prior to the issuance of the Prohibition Notice by the Ministry responsible for Environment on 13th November 2025 and the Stop Notice from the Seychelles Planning Authority on 14th November 2025, with the number of workers onsite strictly limited to a maximum of 500. This exception applies only to the following:
   - DC/1382/2024 – Villa Components (Front of House Hotel Component)

- Villa 1
- Villa 2
- Villa 30
- Villa 32
- Villa 33
- Villa 34
- Villa 35
- Villa 36
- Villa 37

- DC/1383/2024 – Restaurants, Clinic & Residence Retreat Wellness Centre (Front of House Hotel Component)
  - Residence-Retreat Wellness Centre

- DC/1384/2024 – Club, Entertainment, Sports & Gate House (Front of House Hotel Component)
  - Entertainment Building
  - Gate House

- DC/1385/2024 – Back of House Hotel Component (Buildings L, M, N, O, V)
  - Building L (Buggy Parking & Maintenance)
  - Building M (Fire Station, Clinic, IT Room)
  - Building N (Engineering Office)
  - Building O (Engineering Store)
  - Building V (Housekeeping & Laundry)

- DC/1386/2024 - Back of House Hotel Component (Buildings Z15 to Z21, W, LB)
  - Z15 (Entertainment Building)
  - Z16 (Gymnasium Building)
  - Z17 (Main Restaurant Building)
  - Z19 (Toilets & Lockers)
  - Z20 (HOH Restaurant)
  - Z21 (HOH Bar)
  - W (HR & Admin Building)
  - LB (Laundromat)

- DC/1387/2024 - Back of House Hotel Component (Hotel Staff Accommodation)
  - Za – Line Staff Buildings
  - Zb – Specialist Staff Buildings
  - Zc – Supervisor Staff Buildings
  - Zd – Assistant Head of Department Buildings
  - Ze – Head of Department Buildings
  - Zf – Staff Lounge
  - MD – Managing Director's Villa

- DC/521/2025 – IDC Utility Services (Waste Water Treatment Plant)

All construction works must strictly comply with the conditions set out in the Environmental Impact Assessment Report and the relevant Environmental Authorisations, with particular emphasis on the full implementation of all required biosecurity measures. Additionally, all works on essential support facilities should be limited to the above-mentioned buildings and the number of construction workers should not exceed 500.

4. Submit to the Environment Department, the marine and coastal assessment of the potential impacts of the Jetty within ninety (90) days from the date of receipt of this notice.

6. Details of future species relocation should be included as part of the biodiversity assessment.

Date of Notice: 16th February 2026

This Variation Notice makes void Variation Notice issued on13th February 2026 with same reference number.

Mrs. Nanette Laure
ADMINISTRATOR

IMPORTANT NOTICE

In accordance with Section 74 of the Environment Protection Act 2016, a person aggrieved by the decision made, can submit an appeal to the Appeals Board. Kindly email envappealsboardsec@env.gov.sc for further guidance.

SEYCHELLES PLANNING AUTHORITY
OFFICE OF THE CHIEF EXECUTIVE OFFICER
P.O. Box 1179, Independence House
Republic of Seychelles
Tel: 4280684 Email: ceo.planning@mlh.gov.sc

Please address all correspondence to the Chief Executive Officer

Your Ref: DC/1382/2024, DC1383/2024, DC/1384/2024, DC/1385/2024, DC/1386/2024, DC/1387/2024, DC/521/2025
Our Ref: DC/LTR//26/28
Enquiries to: Sayeed Abdelhaq Salih
Telephone: 4280699
Date: 17th February 2026

Mr. Cyril Bonnelame
Chief Executive Officer
Island Development Company Ltd
Maison Marazen, Ile Du Port

Dear Mr. Bonnelame,

RE: PARTIAL RETRACTION OF STOP NOTICE – LUXURY RESORT AND HOTEL DEVELOPMENT, FOR OCEAN BREEZE INVESTMENTS LIMITED, ON ASSOMPTION ISLAND

Reference is made to the Prohibition Notice: **MECENR/WEP/01/2025** dated 13th November 2025 and the Stop Notice **No. 0222** issued on 14th November 2025.

The Planning Authority further makes reference to the Variation Notice **MACCE/WEP/Variation/01/2026** issued by the Department of Environment and Natural Resources, Ministry of Environment, Climate, Energy and Natural Resources, dated 16th February 2026, which amends the Prohibition Notice and allows limited continuation of specific components of the approved development, subject to strict conditions and environmental compliance requirements.

In view of the above, and without prejudice to the statutory powers of the Department of Environment under the Environment Protection Act, 2016, the Planning Authority hereby advises that the Stop Notice issued by this Authority is partially retracted, strictly limited to the components and approvals expressly listed in the Variation Notice with reference **MACCE/WEP/Variation/01/2026** from the Department of Environment.

Construction for the listed applications may resume as follows:

1. DC/1382/2024 – Villa Components (Front of House Hotel Components)
   a. Villa 1 and 2, Villa 30, 32, 33, 34, 35, 36 and 37 only

2. **DC/1383/2024 – Restaurants, Clinic & Residence Retreat Wellness Centre (Front of House Hotel Components)**
   a. Residence Retreat Wellness Centre Building only



SEYCHELLES PLANNING AUTHORITY
OFFICE OF THE CHIEF EXECUTIVE OFFICER
P.O. Box 1179, Independence House
Republic of Seychelles
Tel: 4280684 Email: ceo.planning@mlh.gov.sc
Please address all correspondence to the Chief Executive Officer

3. **DC/1384/2024 – Club All Day Dining, Entertainment Building, Main Sports Building & Gate House (Front of House Hotel Components)**
   a. Entertainment Building & Gate House only

4. **DC/1385/2024 – Back of House Hotel Components (Buildings L, M, N, O & V)**
   a. Building L (Buggy Parking & Maintenance), Building M (Fire Station, Clinic, IT Room), Building N (Engineering Office), Building O (Engineering Store), Building V (Housekeeping & Laundry)

5. **DC/1386/2024 – Back of House Hotel Components (Buildings Z15 to Z21, W, LB)**
   a. Z15 (Entertainment Building), Z16 (Gymnasium Building), Z17 (Main Restaurant Building), Z19 (Toilets & Lockers), Z20 (HOH Restaurant), Z21 (HOH Bar), W (HR & Admin Building), LB (Laundromat)

6. **DC/1387/2024 – Back of House Hotel Components (Hotel Staff Accommodation)**
   a. Za (Line Staff Buildings), Zb (Specialist Staff Buildings), Zc (Supervisor Staff Buildings), Zd (Assistant Head of Department Buildings), Ze (Head of Department Buildings), Zf (Staff Lounge), MD (Managing Director's Villa)

7. **DC/521/2025 – IDC Utility Services (Waste Water Treatment Plant)**

You are hereby informed that, prior to any resumption of works, a fresh Commencement Notice must be submitted to the Planning Authority for each relevant planning application. The Commencement Notice shall clearly specify the exact building(s) and/or component(s) for which works are intended to resume, in line with the components permitted under the said Variation Notice.

You are further reminded that:

1. Any construction works outside the scope of the components specified in the Variation Notice remain prohibited and are liable to enforcement action.
2. All works permitted to proceed must strictly comply with the approved planning permissions, the Environmental Impact Assessment Report, the Environmental Authorisations, and all associated conditions of approval.
3. This partial retraction does not in any way authorise any new, varied or unauthorised works and is strictly limited to development works already covered by valid planning permissions issued by the Seychelles Planning Authority.

The Planning Authority will continue to coordinate closely with the Department of Environment in monitoring compliance on this development.



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Tel: 4280684 Email: ceo.planning@mlh.gov.sc
Please address all correspondence to the Chief Executive Officer

Please note that Stop Notice Reference No. 0222 shall remain in effect for all other planning applications and component which are not listed in this letter until further written notice is issued by the Planning Authority.

Kindly note that any breach of the above conditions shall result in the immediate re-imposition of a full Stop Notice on all works on site, without further notice to the developer.

We thank you for your cooperation and remain at your disposal for any further assistance provided by our mandate.

Yours faithfully,

Mr. Sayeed Abdelhaq Salih
Principal Development Control Officer
For: CHIEF EXECUTIVE OFFICER

Cc: Administrator under the Environment Protection Act 2016



END OF REPORT