

THE OFFICIAL GAZETTE 28TH JUNE, 2003
LEGAL SUPPLEMENT – B

GUYANA

No. 20 of 2003

ORDER

Made Under

THE PUBLIC CORPORATIONS ACT 1988

(No. 21 of 1988)

IN THE EXERCISE OF THE POWERS CONFERRED UPON ME BY SECTION 8 OF THE PUBLIC CORPORATIONS ACT 1988, I HEREBY MAKE THE FOLLOWING ORDER: -

- Citation.** 1 This Order may be cited as the National Industrial and Commercial Investment Limited (Transfer of Property) Order 2003.
- Interpretation.** 2. In this Order
- (a) "Agreement" means the Agreement made on the 6th day of May, 2003 between the NICIL and the Purchaser;
- (b) "NICIL" means the National Industrial and Commercial Investment Limited being a company incorporated under the Companies Act and continued under the Companies Act 1991 with registered office at 126 Barrack Street, Kingston, Georgetown, Demerara, Guyana;
- Schedule.** (c) "Property" means the property described in the Schedule, being property owned by NICIL;
- (d) "Purchaser" means Hampton Inc., a company incorporated in Guyana under the Companies Act 1991 with principal offices at Lot 33 Ruimveldt Industrial Estate, Georgetown.
- Transfer of property.** 3. Pursuant to the Agreement and subject to the representations, covenants and the terms and conditions specified therein, the property is hereby transferred to the Purchaser.

Cap. 89:01
No. 21 of 1991

No. 21 of 1991

SCHEDULE

Sublot "A" comprising of lot 33 (thirty-three) containing an area of 0.5392 (nought decimal five three nine two) acre and being a part of all that block or land part of Plantation

Ruimveldt south situate on the east bank of the Demerara river in the county of Demerara, Guyana, the said block of land comprising fields 4 (four), 5 (five) and 6 (six) and part of 7 (seven), and having an area of 25.318 (twenty-five decimal three one eight) acres and being laid down and defined on a plan by Edward G. Thompson, Sworn Land Surveyor dated the 9th September, 1965, and deposited in the Deeds Registry at Georgetown on the 14th December, 1965, the said sublot "A" being laid down and defined on a plan by Dwaraka Ramkarran, Sworn Land Surveyor, dated 16th April, 1997 and deposited in the Deeds Registry on the 6th June, 1997, with the building and erections thereon together with and subject to the following easements, rights, benefits, stipulations, servitudes, restrictions, obligations and registered interest with intent that the same shall run with and be binding upon Plantation Ruimveldt, cum annexis, (hereinafter referred to as "the estate") and the property and every part thereof into whosoever hand the same may come, namely:-

(a) So long as the Proprietors for the time being of the estate (hereinafter called "the estate proprietors") continue to operate the main drainage system of the Estate (which it is hereby expressly agreed the Estate Proprietors shall not be under any obligation to do) the Proprietor or Proprietors for the time being of the property hereby transported (hereinafter called "the property proprietor") shall have the right to discharge the internal drainage of the property into the trenches and drainage canals remaining in the ownership of the Estate Proprietors and bordering or adjacent to the Property and to make use of the said system for the purpose of such discharge PROVIDED ALWAYS and it is hereby further agreed that the Estate Proprietors shall not be liable for any loss of damage suffered as a result of the insufficiency or discontinuance of or of any interruption or breakdown in the said system however the same may be caused and even if caused by the willful default or negligence of the Estate Proprietors its agents, tenants, invitees, servants, licensees or others and that nothing herein contained shall be deemed or construed as imposing on the Estate Proprietors any obligation to provide any means or system of drainage whatsoever for the benefit of the property or for any other purpose and provided further that so long as the estate Proprietors continue to maintain the said drainage system the Property Proprietors shall pay the Estate Proprietors each year towards the cost of such drainage system the sum of \$1,710.00 which is equivalent to approximately \$7.50 per acre of the property. This rate shall continue in force for three years from the date of transport and shall thereafter be reviewed at intervals

of 3 years by the agreement of the Estate Proprietors and the Property Proprietor. In the absence of agreement the new rate shall be certified in writing by the auditors of the Estate Proprietors as the portion of drainage cost of the estate properly attributable to the property.

(b) The Property Proprietor shall have the right to construct and maintain road bridges over the drainage trenches and adjacent reserves provided that such bridges shall not in any way impede the flow of water in the said drainage trenches.

Made this 2nd day of June, 2003.


Minister of Finance