

GUYANA

No. 6 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 Guyana Pharmaceutical Corporation Limited (Transfer of Property) Order 2003.
- Interpretation. 2. In this Order
- (a) "Agreement" means the agreement made on the 17<sup>th</sup> day of October, 1997 between the Guyana Pharmaceutical Corporation Limited and the Purchaser;
- (b) "GPC" means the Guyana Pharmaceutical Corporation Limited, being a company incorporated under the Companies Act and continued under the Companies Act 1991 with registered office at Lot 1 Public Road, La Penitence, Georgetown, Demerara, Guyana, wholly owned by NICIL;
- Cap. 89:01  
No. 29 of 1991
- (c) "NICIL" means National Industrial and Commercial Investments Limited, being a company incorporated under the Companies Act and continued under the Companies Act 1991 with registered offices at 126 Barrack Street, Kingston, Georgetown, Demerara, Guyana, all the shares in which are owned by the Government on behalf of the State;
- Cap. 89:01  
No. 29 of 1991
- Schedule (d) "Property" means the property described in the Schedule, being property belonging to the GPC;
- (e) "Purchaser" means Guyana Stockfeeds Inc. being a company incorporated in Guyana under the provisions of the Companies Act 1991, with registered office situated at 7 North Road Bourda, Georgetown, Demerara, Guyana.
- No.29 of 1991
- Transfer of property 3. Pursuant to the Agreement and subject to the representations, covenants and the terms and conditions specified therein, the

property, the possession of which has already been given to the Purchaser pursuant to the Agreement, is hereby transferred to the Purchaser.

### SCHEDULE

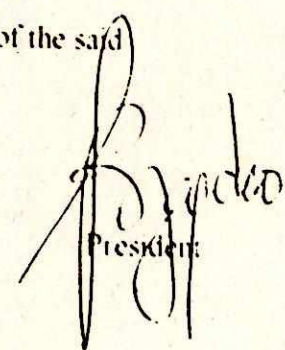
“Sub-lot lettered D containing an area of 4.294 (four decimal two nine four) acres being part of block lettered “Z” a portion of Plantation Farm and Covent Garden, situate on the east bank of the Demerara River, in the County of Demerara, Republic of Guyana, the said Block Z having an area of 20 (twenty) acres and being defined on a plan by E.G. Thompson, Sworn Land Surveyor dated the 21<sup>st</sup> August, 1971, and the said Sub-lot D being shown on a plan by K.A.C. Chapman, Sworn Land Surveyor dated 18<sup>th</sup> August 1997 and recorded in the Department of Lands and Surveys as Plan No. 27386 dated 23<sup>rd</sup> September 1997 and deposited in the Deeds Registry at Georgetown on the 30<sup>th</sup> September, 1997 together with the building and erections thereon and together with and subject to the following:-

- A. a right in common with the proprietors of the several portions into which the said Block Z may be subdivided over and along and across the access road leading from the East Bank Public Road and running westward as at present paved and referred to in the said plan by K.A.C. Chapman as ‘Bridge Access Road’ and also over and along and across the

roadway between sub-lots 'A' and 'E' of the said Block Z and sub-lot D and leading from the said Bridge Access Road southwards for a distance of 250 feet to the main gate of the said sub-lot D.

- B. the right to use the internal drainage of the said Block Z and a right, in common with the proprietors of the said Block Z, (hereinafter referred to as the Property Proprietor) to drain the said sub-lot D through the main drainage system of Plantations Farm and Covent Garden (hereinafter referred to as 'The Estate') for the purpose of the discharge of drainage for so long as the proprietors of the said Plantations Farm and Covent Garden (hereinafter referred to as 'the Estate Proprietors') continue to operate the same (which they shall not be under any obligation to do) PROVIDED ALWAYS that neither the Property Proprietor nor the Estate Proprietors shall be liable for any loss or damage suffered as a result of the insufficiency or discontinuance of or any interruption or breakdown in the internal drainage of the said Block Z or in the drainage system of the Estate however they may be caused and even if caused by the wilful act or negligence of the Property Proprietor or the Estate Proprietors or their agents, servants, tenants, invitees or licensees and nothing herein contained shall be construed as imposing on the Property Proprietor or the Estate Proprietors any obligation to provide any means or system of drainage whatsoever for the benefit of sub-lot D or for any other purposes or any liability whatsoever in respect of damage from the flooding

- arising from any breach or inadequacy in any dam or river wall
- C the obligation, in common with the proprietors of such other portions into which the said Block Z may be divided, sold leased or transported, to pay to the Property Proprietor a proportionate part of the expense incurred by the Property Proprietor from time to time for the maintenance of the aforementioned Bridge Access Road and the access road leading to the said sub-lot D and proportionate part of the expense of maintaining the internal drainage of the said Block Z such part being in the same ratio as the said sub-lot D bears to the area of the said Block Z
- D the property hereby transported shall be used for industrial purposes only and shall not be sub-divided for sale or lease to another party This condition shall run with the land and be construed as binding upon any person to whom the said sub-lot D may be sold or transported, the same being a registered interest for the benefit of the proprietor or proprietors of the remaining portion of the said Block Z.

  
President

Made this 21<sup>st</sup> day of January, 2003