

GUYANA

No. 27 of 2005


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 GNCB Property Holdings Inc. (Transfer of Property) Order 2005.
- Interpretation. 2. In this Order: -
- No. 29 of 1991 (a) "GNCB PHI" means the GNCB Property Holdings Inc. being a company incorporated under the Companies Act 1991, with registered office at 126 Barrack Street, Kingston, Georgetown, Demerara;
- Cap. 89:01
No. 29 of 1991 (b) "NICIL" means National Industrial and Commercial Investments Limited, being a company incorporated in Guyana under the Companies Act and continued under the Companies Act 1991, having its registered office situated at 126 Barrack Street, Kingston, Georgetown, Demerara;
- Schedule (c) "Properties" means the properties described in the Schedule, being properties owned by the GNCB PHI.
- Transfer of properties. 3. The Properties are hereby transferred to NICIL.

SCHEDULE

- Firstly Sublot 'A' of lot 30 (thirty) containing an area of 0.3946 (decimal three nine four six) of an acre and being a part of all that block of land part of Plantation Ruimveldt south (hereinafter called "the estate") 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 21st November, 1997 and deposited in the Deeds Registry on the 3rd March, 2000 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:-

(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 the 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 or 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 willful default or negligence of the Estate Proprietors its agents, tenants, invitees servants, licences 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 property 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.

Secondly Sublot 'B' of lot 30 (thirty) containing an area of 0.3946 (decimal three nine four six) of an acre and being a part of all that block of land part of Plantation Ruimveldt south (hereinafter called "the estate") 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 "B" being laid down and defined on a plan by Dwaraka Ramkarran, Sworn Land Surveyor, dated 21st November, 1997 and deposited in the Deeds Registry on the 3rd March 2000 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:-

(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 the 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 or damage suffer 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 willful default or negligence of the Estate Proprietors its agents, tenants, invitees servants, licences 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 property 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

Thirdly Block 'B' comprising of lot 24 (twenty-four), 25 (twenty-five) and 26 (twenty-six) containing an area of 2.8561 (two decimal eight five six one) acres and being a part of all that block of land part of Plantation Ruimveldt south (hereinafter called "the estate") 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 Block 'B' 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, 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:-

(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 the 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 or 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 willful default or negligence of the Estate Proprietors its agents, tenants, invitees servants, licences 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 property attributable to the property.

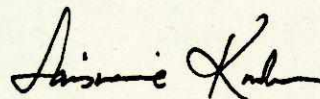
(b) The Property Proprietor shall have the right to construct and maintain road bridges over the drainage trenches and adjacent reserves provided that such bridges shall not in any way impede the flow of water in the said drainage trenches

Fourthly Lot 28 (twenty-eight) containing an area of 0.7894 (nought decimal seven eight nine four) of an acre and being a part of all that block of land part of Plantation Ruimveldt south (hereinafter called "the estate") 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 lot 28 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, 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, (thereinafter referred to as "the estate") and the property and every part thereof into whosoever hand the same may come:-

(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 the 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 or damage suffer 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 willful default or negligence of the Estate Proprietors its agents, tenants, invitees servants, licences 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 property 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



Minister of Finance