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WEDNESDAY 21ST MAY, 2003

THE OFFICIAL GAZETTE 21ST MAY, 2003 LEGAL SUPPLEMENT - B

GUYANA

No. 15 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 11 th day February, 2003, between the Guyana Pharmaceutical Corporation Limited and the Purchaser:
Cap. 89-01 No. 29 of 1991	(b) "GPC" means the Guyana Pharmaceutical Corporation Limited, being a company incorporated in Guyana under the Companies Act and continued under the Companies Act 1991, with registered office at Lot 1 Public Road, La Penitence, Georgetown, Demerara, Guyana;
Schedule	(c) "Property" means the property described in the Schedule, being property belonging to the GPC:
No. 29 of 1991	(d) "Purchaser" means Guyana Stockfeeds Inc., a company incorporated in Guyana under the provisions of the Companies Act 1991, with registered office situated at Farm East Lank Demerara, Guyana.
Transfer of prop e r.y.	3. Fursuant to the Agreement and subject to the representations. covenants and the terms and conditions specified therein, the property is hereby transferred to the Purchaser.

SCHEDULE

Sublot lettered 'R' containing an area of 1.650 (one decimal six five nought) acres being portion of Block lettered 'X', being a portion of Plantation Farm, situate on the East Bank of the Demerara river, in the County of Demerara, in the Republic of Guyana, the said Block "N" having an area of 14.90 (fourteen decimal nine nought) acres and being laid down and defined on a plan by E.G. Thompson. Sworn Land Surveyor, dated 10th July 1976, and deposited in the Deeds Registry at Georgetown on the 29th December, 1976, the said sublot lettered 'R' being shown on a plan by K.A.C. Chapman, Sworn Land Surveyor, dated 18th day of August, 1997, and recorded in Department of Lands and Surveys as Plan No. 27386 dated 23rd September, 1997, and deposited in the Deeds Registry at Georgetown on the 30th day of September, 1997, without building thereon and subject to the following:-

- (a) a right-of-way in common with the proprietors of the several portions into which the said Block X may be sub-divided 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 along the Access Road measuring 60 (sixty) feet in width leading from the said Bridge Access Road to the said sublot 'R'.
- (b) the right to use the internal drainage of the said Block N and a right, in common with the proprietors of the said Block N. (hereinafter referred to as the Property Proprietors) to drain the said sublot "R" through the main drainage system of Plantations farm and Covent Garden (hereinafter referred to as 'the Estate') for the purpose of discharge of drainage for as 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 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 X or in the drainage system of the Estate, however they may be caused and even if caused by the wiliful or negligence of the 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 or the property hereby transported or for any other purposes or any liability whatsoever in respect of damage from 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 X may be divided, sold and leased or transported, to pay 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 sublot 'R' and a proportionate part of the expense of maintaining the internal drainage of the said Block X such part being in the same ratio as the area of the said sublot 'R' bears to the area of the said Block X.

(d) the property hereby transported shall be used for industrial purposes only and shall not be subdivided 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 sublot 'R' 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 X.

Dated this 18 day of February, 2003

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