1. **77-87 Brickdam and Winter Place, Stabroek, Georgetown. (Sports Club) GNCB-PHI (Part of item 1 of Order 28 of 2003**

Property- transport # 1622/79 remains asset of GNCB as at August 17, 2015. No tenders posted to date.

Valuation was completed for property Transport# 1622/79 as follows:

|  |  |  |
| --- | --- | --- |
| Valuation completed by | Date of valuation | Valuation amt ($) |
| Rodrigues Architects Ltd | August 28, 2002 | 43,222,000.00 |

1. **31-32 High and Drysdale Streets, Charlestown. GNCB-PHI (Part of item 2 of Order 28 of 2003)**

|  |  |  |
| --- | --- | --- |
| Valuation completed by | Date of valuation | Valuation amt ($) |
| Compton P. Outar MSST., (Dip. London) | June 22, 2000 | 92,000,000.00 |
| Rodrigues Architects Ltd | August 28, 2002 | 83,470,000.00 |
| Compton P. Outar MSST., (Dip. London) | January 9, 2003 | 70,000,000.00 |
| Rawle Jordon Associates Inc. | May 27, 2005 | 60,000,000.00 |

The board of directors at a statutory meeting of July 29, 1998 approved the sale of the property at High and Drysdale Streets to Clarian’s Enterprise Inc for USD 350,000.00 as per memo dated March 31, 1999

Agreement of sale was signed on October 15, 1998 and a deposit of USD35,000.00 (10%) was paid.

October 15, 1999- Lawyer’s letter was sent to the Bank terminating the agreement of sale contract signed between the bank and Clarion Commodities Inc. due to the bank’s inability to pass transport to the buyers within the stipulated time.

August 5, 2005-Action No. 978-W/1999 Clarian Commodities was granted judgment and GNCB was required to refund them the sum of USD 35,000.00 along with GYD 500,000.00

In 2005 this property transport# 743/1997 was re-advertised for tender on September 4, 2005 in various local newspapers.

|  |  |
| --- | --- |
| **Name of Bidder** | **Amount of Bid ($)** |
| Caribbean International Distributors Inc. | 42,000,000.00 |
| Ramnarine Singh | 32,000,000.00 |
| Netcom Computer City | 8,000,000.00 |

\***Bid of GYD 42,000,000.00 was accepted which was GYD 18,000,000.00 below valuation price as at May 27, 2005.**

On November 29, 2005, Caribbean International Distributors Inc was informed that they were the successful bidder and that the agreement of sale would be executed no later than December 13, 2005.

Agreement of sale was signed on December 7, 2005 between GNCB Property Holdings Inc and Caribbean International Distributors Inc. for a sale of property- transport # 755/79 for the sum of GYD 42,000,000.00

Order for the transfer of properties for the property- transport#755/79 was sent to the minister of finance to sign. Minister affixed his signature on December 30, 2005. This information was communicated to the buyers on January 4, 2006.

Insurance for the property was paid by NICIL in the sum of GYD 56,250.00 and buyer was informed on January 13, 2006

January 16, 2006 NICIL received letter from buyer indicating that payment of the remaining GYD 37,800,000 would be made on or before January 31, 2006

**Proceeds of sale:**

|  |  |  |
| --- | --- | --- |
| Date Received | Date Deposited | Amount |
| 12/7/2005 | 12/7/2005 | $ 4,200,000 |
| 2/17/2006 | 2/17/2006 | $37,800,000 |
| Total |  | $42,000,000 |

1. **Lot 1& 2 High and North Road, Lacytown (Part of item 3 and 4 of Order 28 of 2003)**

Property- transport numbers 743/1997 and2090/1976 was sold to New Building Society (NBS) for the amount of $141,076,000 in March 2004. All of the proceeds of sale were received from NBS in two installments.

**Valuation of property:**

|  |  |  |
| --- | --- | --- |
| Date | Architect | Amount |
| 10/22/1999 | Compton Outar | $110,000,000 |
| 8/23/2002 | Rodrigues Architects Ltd | $69,606,000 |
| 10/2/2003 | Rodrigues Architects Ltd | $128,365,000 |

**Proceeds of sale:**

|  |  |  |
| --- | --- | --- |
| Date Received | Date Deposited | Amount |
| 3/2/2004 | 3/2/2004 | $ 14,107,600 |
| 5/25/2004 | 5/25/2004 | $126,768,400 |
| Total |  | $141,076,000 |

1. **126/127 Parade Street (Part of Item 5 and 6 of Order 28 of 2003)**

**Transport numbers1659/2000 and 2513.**

|  |  |  |
| --- | --- | --- |
| **Valuation completed by** | **Date of valuation** | **Valuation Amount ($)** |
| Rodrigues Architects Ltd | December 14, 2006 | 127,820,000 |

Notice of Tender was issued for the property located at 126/127 Parade & Barrack Streets.

|  |  |  |
| --- | --- | --- |
| **Name of Bidder** | **Date** | **Amount ($)** |
| G7 Inc |  | US$ 680,000 (G$136,000,000 @$200) |
| Gemini Investments Inc |  | 131,000,000 |
| Clarence Grannum |  | US$640,000 (G$128,000,000 @$200) |
| Ramesh Ramrattan |  | 128,000,000 |
| Neville Osman |  | 100,000,000 |
| Island Investment |  | 73,080,000 |
| Diamond Fire & General Insurance Inc. |  | 65,000,000 |
| Regal Investments Inc. |  | 60,780,172 (before VAT) |
| Edmond Grant |  | 60,000,000 |
| Reeaz Trading Enterprises Ltd. |  | 52,159,483 |
| Linden Holding Inc. |  | 20,000,000 |
| Salim Twahir |  | 18,700,000 |

Letter dated 09-09-2011; from El Dorado Trading, TameshJagmohan to NICIL: expressed interest in purchasing property located at 127 Parade Street for the sum of $152,000,000.

Letter dated 10-05-2011, from Precious Metal Mines Inc. to Privatisation Unit: indicated that they are interested in purchasing 127 Parade Street for the sum of $170,000,000.

Cabinet document dated 11-17-2011: the sale of 127 Parade Street was approved by cabinet for the sum of $156,000,000 plus VAT and other expenses to Precious Metal Mines Inc.

Letter dated 11-21-2011; from NICIL to Mr. TameshJagmohan: informed Mr. Jagmohan that cabinet has approved his proposal to purchase E ½ of 127 Parade & Barrack Street for the sum of $156,000,000 plus VAT.

Letter dated 11-25-2011, from NICIL to Minister of Finance: Indicated that a Vesting order for the transfer of property located at Lot 127 Parade & Barrack Street to Precious Metals Mines Inc., was attached for his signature.

Letter dated 12-29-2011; from NICIL to Mr. Jagmohan: It was indicated that a signed copy of the vesting order was attached and that the balance of $140,000,000 plus VAT was now due, and payment of this will facilitate the publication of the order in the Official Gazette.

Letter dated 01-10-2012; NICIL to Reiting& Richter Ltd: informing them that property located at 127 Parade Street was sold to Precious Metals Mines Inc., and that the contractual agreement was now passed to the new owners and they are advised to make payments with effect from 2012.

Letter dated 01-09-2012; from NICIL to Head of Presidential Secretariat: It indicated that the signed order# 58 of 2011, highlighting the sale of Lot 127 Parade Street, was enclosed, it was to be published in the Official Gazette.

Letter dated 01-25-2012; from NICIL to Mr. Jagmohan: informing him that to obtain the transport of the property, he is required to pay half the Registrar’s fee and duty associated with conveyance. It requested that he execute the attached Affidavit of Purchaser and return same along with a sum of $1,950,000 payable to the Registrar of Deeds.

Affidavit of Purchaser was signed on 03-07-2012.

Letter dated 12-05-2005; from NICIL to Mr. Jagmohan: informing him that rates and taxes for 2011 has been paid for property located at 127 Parade Street and advising him to make payments for 2012 and 2013.

**Receipt of funds**:

|  |  |  |
| --- | --- | --- |
| Date received | Date deposited | Amount deposited |
| 11/22/2011 | 11/22/2011 | $ 15,600,000 |
| 12/30/2011 | 12/30/2011 | $140,000,000 |
| Total |  | $156,000,000 |

1. **Mudlots 1 & 2 Water Street, Werk-en-Rust, Georgetown (Part of Item 7 of Order 28 of 2003)**

**Lease #: 2363 of 2003**

|  |  |  |
| --- | --- | --- |
| **Valuation completed by** | **Date of valuation** | **Valuation Amount ($)** |
| Rodrigues Architects Ltd | 08-20-2002 | 101,184,000 |
| Rodrigues Architects Ltd | 10-30-2006 | 262,220,000 |

Letter dated 10-04-2006, from NICIL to Ministry of Labour: Indicated that on or around 07-2005, NICIL handed over property to Ministry of Labour to be used for parking purposes. The conditions were that they have no objections to handing over the property, and that they were going to bear the cost of fencing and cleaning to facilitate security of the premises. NICIL requested three quotations of for fencing and cleaning from the Minister of Labour.

Letter dated 09-16-2005, NICIL to the President: NICIL requested approval for sale of lease #: 2363 by public tender.

Letter dated 09-22-2005, Privatisation Unit to Minister of Finance: NICIL requested the Minister’s signature on order#: 44 of 2005 to transfer lease #: 2363, previously utilized as the GNCB car park, to NICIL, in order to facilitate the disposal of this area by public tender.

Letter dated 10-05-2005, Privatisation Unit to Head of Presidential Secretariat, Dr. Roger Luncheon: indicated that the previously mentioned order was signed and they were requesting that the order be processed. It indicated that the order#: 44 of 2005 was signed on 10-01-2005 by the Minister of Finance.

Tender was posted between October and December, 2005.

Letter dated 11-24-2005, from NICIL to Commissioner of Lands and Surveys: informing them the ownership of property- lease#: 2363, by way of vesting order#: 44 of 2005. It indicated that the property was formerly leased by the state to GNCB. In 2003, lease hold interest was transferred to GNCB-PHI by virtue of vesting order#: 28 of 2003. It was requested that lease #: 2363 be cancelled with immediate effect.

Letter dated 11-04-2005, GRA to NICIL: GRA indicated interest in property – lease #: 2363 to be used for wharf for custom purposes.

Letter dated 11-14-2005, GRA was informed by NICIL that the property will be advertised for sale by public tender.

Letter dated 04-05-2013; from NICIL to Rodrigues Architects Ltd.: NICIL requested valuation services from the company.

Letter dated 12-09-2005, NICIL to Ministry of Social Security: notifying them that the property- lease#: 2363 was up for tender and that they will be informed when the property was to be released.

Letter dated 01-30-2006, from Malcolm Panday to Privatisation Unit: Mr. Panday claimed that bid submitted by Mr. Fazil Ram did not comply with the terms and conditions of sale as specified in the guidelines for tenders that were distributed to registered bidders.

Letter dated 03-07-2006, P. Ramroop& Sons to NICIL: They expressed interest in the acquisition of property – lease#: 2363.

Letter dated 04-07-2006, Baracara Quarries Inc. to NICIL: Request to lease property- lease#: 2363.

Letter dated 04-28-2006, NICIL to Baracara Quarries Inc.: informing them that the property was advertised by way of tender, that they were in the process of evaluating bids and that he will be informed when a decision has been made.

Letter dated 11-09-2006, Civil Division Commission to Privatisation Unit/ NICIL: requesting use of property for training exercises.

Letter dated 11-14-2006, NICIL to Civil Division Commission: Approval was granted.

Letter dated 12-29-2006, Ministry of Labour, Human Services and Social Security to NICIL: acknowledging completion of work done on car park, (concreting).

Letter dated 04-12-2007, NICIL to Lands and Surveys Commission: Seeking permission to survey property- lease#: 2363.

Letter dated 05-22-2007, NICIL to Leon Rutherford, Sworn Land Surveyor: requesting to have property re-surveyed. Details:

* Extend the boundary of the former GNCB car park to the mean water mark in line with said mudlot boundary.
* Merge the car park plan with the one which was done for the Ministry of Labour, Human Services and Social Security so that a legal description can be used for the transfer of all portions to a buyer.
* Provide any information on the occupation of the property west of the Ministry of Labour by the M&CC and GT&T.

Letter dated 05-31-2007, NICIL to Minter of Finance, Ashni Singh: Requested the Minister’s signature on an amendment of vesting order# 44 of 2005 to transfer land and building of former GNCB car park and the Ministry of Labour& Human Services. The amendment entails replacing the description in the schedule with one that encompasses both properties as shown on a plan by Leon Rutherford and dated 05-15-2007. The effect of doing this is that NICIL will maintain ownership of the car park from 10-01-2005 and vest NICIL with the ownership of land and building of the Ministry from 10-01-2005.

Letter dated 06-11-2007, Ministry of Finance to NICIL: Amended order was signed by Mr. Ashni Singh.

Letter dated 06-13-2007, NICIL to Head of Presidential Secretariat, Dr. Roger Luncheon: requested that the amended order be published in the gazette.

Letter dated 05-24-2007, from M&CC: Beaulah Williams, Town Clerk to NICIL: informing them that the property – lease#: 2363 was managed and controlled by M&CC and that they would oppose any sale of the land by NICIL.

Letter dated 01-14-2009, NICIL to Deeds Registry: requested to have order#14 of 2007 registered and transport issued to NICIL.

Letter dated 07-30-2007, Alabama Trading to Privatisation Unit: requesting a formal response, in writing, saying whether or not his bid was accepted.

Letter dated 03-09-2009, Alabama Trading to Privatisation Unit: Mr. Phillips claimed that he was contacted by Mr. Brassington in July, 2007 requesting the submission of a statement outlining future plans for the property, along with evidence of his ability to deliver on the obligation entail in agreement of sale; and he was now seeking the intervention of the Ministry to complete the purchase.

Letter dated 10-06-2009, NICIL to Alabama Trading: Mr. Phillips was informed that though his bid was the highest, it didn’t make him the successful bidder. Further details were solicited from him, but it there no indication that he responded. He was also informed the property was the subject of a legal matter between NICIL and the M&CC; and that bids for the property were only valid for 90 days. He was also told that any sale of the property will be re-advertised as a public tender.

Letter dated 11-09-2009, Alabama Trading to NICIL: requested that NICIL send over his file to the President.

Letter dated 05-22-2007, Mr. Brassington to Mr. Phillips: Informing Mr. Phillips that the deadline for the submission of bids was extended and that the successful bidder will be require to pay VAT on the purchase price.

The tender process was interrupted by a legal proceedings, action#: 328/07-W of 2007; Town Clerk vs. NICIL; the subject of which is a dispute over ownership of property – lease#: 2363.

1. **Lot 7 San Souci, Wakenaam (Part of Item 8 of Order 28 of 2003)**

Property- transport #: 228/88

Valuation of property- transport#: 228/88.

|  |  |  |
| --- | --- | --- |
| **Valuation completed by** | **Date of valuation** | **Valuation Amount ($)** |
| Rodrigues Architects Ltd | September 18, 2002 | 9,546,000 |

In correspondence between the Privatisation Unit and the Office of the President, dated June 2, 2004, it was indicated that there were plans to transform the building, which was a former Gaibank building, owned by GNCB Property Holdings Inc. to the Regional Democratic Council, to be used for a skills training / Industrial Art Center.

The Wakenaam School’s Association, a non-profit community based body, to the Privatisation Unit, in letter dated 10-02-2004, requested assistance in acquiring the property located at Lot 7 San Souci, Wakenaam for the purpose of constructing an Industrial Arts Center.

In letter dated 09-06-2004, then Minister of Local Government and Regional Development, HarripersaudNokta, to then Region 3 Regional Chairman, Mr. Esau Dookie, informing him to take necessary steps to acquire the property for the use of residents.

In a letter dated 06-14-2004, the then Regional Executive Officer, M. A. Ishmael, wrote to chairman of the privatization unitrequesting use of the GAIBANK building.

Office of the President correspondence, signed by Roger Luncheon, M.D. indicated that only the administration of the property would be transferred to the Regional Democratic Council.

In 2004, a draft Memorandum of Understanding, granting administration access to the ‘Gaibank building’ was signed by the Regional Executive Officer, Region #3, but not by GNCB Property Holdings Inc.

Correspondence dated 04-05-2013, indicated that NICIL was in the process of hiring Choo – Shee – Nam & Associates, Surveying and Civil Engineering Consultants, to conduct a valuation of property- transport#: 228/88.

No documentation indicating whether valuation was completed.

There was also no documentation of cabinet’s approval for the use of the GAIBANK building as a Learning Center.

1. **Address: 154 Section D, Bushlot, West Coast Berbice. (Part of Item 9 of Order 28 of 2003**

**Property – transport#: 328/1988**

|  |  |  |
| --- | --- | --- |
| **Valuation completed by** | **Date of valuation** | **Valuation Amount ($)** |
| Paul’s Estate Agency | 05-23-2011 | 1,252,800 |

Correspondence dated 02-17-2005, from Mr. Brassington of Privatization Unit and Mr. Burrowes of GNCB, indicated that the property was seized by GNCB from Mr. Dasrat because of non-fulfillment of loan repayment sums. It stated that Mr. Dasrat as per an agreement made payments towards reclaiming the property. There was no evidence of this agreement, but receipts produced by Mr. Dasrat indicated that he made payment between 1988 and 1993.

Correspondence dated 11-22-2010, between GNCB and NICIL indicated that the property – transport#328/88 was seized by GAIBANK on 11-26-1987. Mr. Dasrat claimed that he made payments towards re-purchasing the property, but this was questioned as the receipts did not state why the payments were made. Credible evidence was require to support his claim.

Agreement of Sale and Purchase, dated 09-29-2009, was signed by Mr. Dasrat (vendor) and Mr. Mangra (purchaser) for property – transport#: 328/88. The property was to be sold to the purchaser for the sum of $800,000.

It was indicated in correspondence dated 10-05-2011, that Mr. Mangra has taken GNCB PHI to court after purchasing the property from Mr. Dasrat. It stated that the lot value was $12,500.

Correspondence dated 05-23-2012 indicated that NICIL on behalf of GNCB PHI requested $1,250,000 for the property- transport #: 328/88. This was proposed to attorney at law, Mr. Anamayah and the requested amount was $1,252,800. The purchaser, Mr. Mangra, was willing to pay the requested sum.

A proposal was submitted to cabinet by Dr. Ashni Singh outlining the history of property-transport# 328/88 with the bank and recommending that it be sold to Mr. Mangra, who had already paid Mr. Dasrath $800,000, for the sum of $1,252,800 (value as per appraisal). This proposal was not signed.

Handwritten on a letter dated 05-08-2014 was information relating to the sale of the property to Mr. Mangra. It stated that the price is $1,080,000 + VAT of $172,800 + reg. fee & stamp duties of $13,500 which equals = $1,266,300.

Legal Proceedings, (Action #: 261/09-P). This matter was scheduled to be before the courts on 08-17-2015.

1. **Address: Lot 62 (Part of Lot 44 Fair’s Rust & Lot 45 Surapana), Linden. (Part of Item 10 of Order 28 of 2003)**

**Transport#: 1188/94**

No valuation was filed for this property.

Correspondence dated 03-10-2005 indicated that the property located at Lot 62 Riverside Drive, Watooka, Linden was for sale and was offered to the Privatisation Unit.

Correspondence dated 03-09-2004, from GNCB to Gillian Persaud, indicated that the bank received $130,000, (Manager’s Cheque#: 7372, dd: 09-13-1996), representing 10% deposit of the sale price of $1,300,000 for the property situated at Lot 62 Riverside Drive, Watooka, Linden.

Correspondence dated 04-04-2006 between NICIL and GNCB-PHI, indicated that the property was owned by GNCB. It stated that in 1996, Ms. Gillian Persaud, who was the General Manager of GNCB, entered in an arrangement with the bank to purchase Lot 62 Riverside Drive, Watooka, Linden for $1,300,000. She paid a sum of $130,000 GNCB. In 03-10-2005, Ms. Persaud, through a Power of Attorney, Lance Persaud, indicated that she was still interested in purchasing the property. NICIL wrote to ensure that there were no objections to complete the sale of the property.

Memo dated 08-31-2006 indicated that even though Ms. Gillian Persaud had a verbal agreement with the bank to purchase the property, there was no contract or signed agreement of sale.

It was indicated, by email, that GNCB-PHI has no objection to the sale of the property.

A lease agreement, dated 07-01-2003, between Linden Mining Enterprise Limited and Surapana Agricultural and Allied Services Incorporated for Lot 62 is part of Lot 44 fair’s Rust and 45 Surapana. This lot was leased by Linden Mining Enterprise Limited to Surapana Agricultural and Allied Services Incorporated.

There wasno signed tender package or any documents requesting cabinet’s approval.

1. **781 Wismar, Linden (Part of Item 11 of Order 28 of 2003)**

**Transport#: 828/89**

Letter dated 04-05-2013; from NICIL to Rodrigues Architect Ltd: NICIL requested the service of the appraisal company.

There is no documentation of valuation to date.

1. **Lot 2 North Mc Kenzie, Linden. (Part of Item 12 of Order28 of 2003)**

**Transport**

|  |  |  |
| --- | --- | --- |
| **Valuation completed by** | **Date of valuation** | **Valuation Amount ($)** |
| Rodrigues Architect Limited | September 09, 2002 | 13,599,000 |

Still property of GNCB-PHI

**13 Sister’s Village (Part of item 13 of Order28 of 2003) COT #76/856**

1. **Parcel**

Property still owned by GNCB-PHI

1. **Parcels 8, 62, 75, 261, 262, 315 & 406 Friends Retreat, Berbice (Part of item 14 of Order 28)**

Property still owned by GNCB-PHI

1. **Vryman’s Erven, Berbice (Part of item 15 of Order 28 of 2003)**

|  |  |  |
| --- | --- | --- |
| Valuation completed by | Date of valuation | Valuation amt ($) |
| D A. Patterson | June 11, 1998 | Land: 4,000,000.00  Building: 2,000,000.00 |
| Rodrigues Architects Ltd | August 28, 2002 | 9,630,000.00 |
| D A. Patterson | August 8, 2003 | Land: 4,500,000.00  Building: 2,000,000.00 |

|  |  |
| --- | --- |
| **Name of Bidder** | **Amount of Bid ($)** |
| COPS Guyana Ltd | 6,000,000.00 |

October 27, 1998- Cabinet gave permission to sell property at 118 Vryman’s Erven, Berbice to COPS for the bid price of GYD 6,000,000.00 to be divided between Government and The New Amsterdam town council (GYD 2,000,000.00 and GYD 4,000,000.00 respectively)

March 12, 1998- Letter from NICIL to Town Clerk, New Amsterdam Town Council- Town clerk was informed of NICIL’s intention to sell the property situated at 118 Vryman’s Erven, New Amsterdam, Berbice

July 11, 2000 and May 4, 2001- Privatisation Unit to COPS Guyana Ltd- letter informing COPS Guyana Ltd that their bid of GYD 6.0M was accepted and that they were ready to proceed with the transaction. Enclosed was a copy of an agreement of sale.

September 16, 2002- COPS Guyana Ltd was informed that their failure to consummate the transaction would result in the Privatisation Unit re-advertising the property.

September 30, 2002- COPS Guyana sent letter to Privatisation Unit with a Cheque in the sum of GYD 300,000.00 in an effort to consummate the transaction. They indicated that the additional GYD 300,000.00 would be paid by mid November, 2002. A total of GYD 600,000.00 which would represent the 10% required to execute the transaction.

October 22, 2002- PU acknowledged receipt of cheque in the sum of GYD 300,000.00. It was also indicated that the sale of the property to COPS Guyana Ltd would only materialize if condition outlined was met:- settlement of all outstanding rents on the property.

October 31, 2002- letter from COPS Guyana Ltd indicated that they were willing and committed to purchasing the property. They proposed that payments of outstanding rent be made in monthly payments of GYD 100,000.00 and that the agreement of sale take place on November 15, 2002. They also enclosed a cheque for GYD 100,000.00 representing payment towards rent.

January 30, 2003- Letter to COPS Guyana Ltd from PrivatisationUnit(PU) indicated that PU was in receipt of the sum of GYD 900,000.00 from COPS Guyana Ltd representing rent for property (GYD 500,000.00) and a credit in their name (GYD 400,000.00).

February 14, 2003- COPS Guyana Ltd to PU- COPS requested a meeting with the PU with regard to the payment (GYD 900,000.00) received by PU from COPS

July 31, 2003- Ministry of Finance was informed by the PU via letter that the property was sold to COPS Guyana Ltd by NICIL and the New Amsterdam town council and was in the process of conveying the property to the purchaser

September 5, 2003- Agreement of sale was signed between the NICIL and New Amsterdam town council (vendors) and COPS Guyana Ltd (purchasers)

October 1, 2003- COPS Guyana Ltd was advised that they were required to pay the sum of GYD 75,000.00 to the registrar of deeds representing the registrar’s fees and duty for the issuing of transport

January 12, 2004- COPS was advised that they were required to pay the remaining balance of GYD 5,400,000.00 to complete the purchase.

June 18, 2004- NICIL sent invoice of outstanding moneys to COPS

July 30, 2004- COPS requested meeting with NICIL to discuss outstanding moneys on the purchase price of the property.

August 19, 2004- PU advised COPS via letter that any further delay would result in termination of Agreement of sale and purchase resulting in forfeit of their deposit and re-advertising of the property for sale or forfeit of their deposit for use of the premises and negotiation of a new leasing arrangement

November 17, 2004- NICIL advised COPS that effective December 1, 2004, the Agreement of sale would be considered terminated

January 24, 2005- COPS to NICIL- they advised that they were in agreement of having the agreement of sale terminated due to a number of unforeseen events which resulted in them being unable to proceed with the purchase.

March 24, 2006- NICIL to COPS via letter sent a lease agreement which indicated that the new rent for use of the property located at 118 Vryman’s Erven was to be GYD 40,000.00

April 1, 2006- lease agreement was signed between NICIL and COPS for the sum of GYD 40,000.00 payable in advance on the first day of every month. The duration of lease would be for 1 year expiring on March 31st, 2007

June 4, 2008- NICIL to COPS- two Licenses for Occupation for the property was forwarded to be signed and returned to NICIL. License was signed.

1. **Lot 33 Tain, Berbice (Part of item 16 of Order 28 of 2003) COT 85/105**

|  |  |  |
| --- | --- | --- |
| Valuation completed by | Date of valuation | Valuation amt ($) |
| Rodrigues Architects Ltd | April 15, 2013 | 23,680,000.00 |
| Rodrigues Architects Ltd | September 4, 2002 | 25,751,000.00 |

February 5, 2013- louise Nero, former GNCB manager, made proposal to purchase the property. He indicated that he currently resides at the property situated at 3 Tain, Berbice.

February 22, 2013- NICIL communicated to Mrs. Loise Nero that there were procedure to be followed before a decision is made with respect to the sale and purchase of the property.

April 5, 2013- NICIL requested the service of Rodrigues Architects Ltd to carry out valuation of property situated at 33 Tain, Berbice.

1. **Lot 195 Bourda, Georgetown (Part of Item 17 of Order 28 of 2003)**

**Property - Transport#: 358/2001**

|  |  |  |
| --- | --- | --- |
| **Valuation completed by** | **Date of valuation** | **Valuation Amount ($)** |
| Compton Outar | 04-30-2008 | 9,500,000 |
| Rodrigues Architects Ltd | 05-09-2008 | 6,465,000 |

Letter dated 03-27-2008, Ralston George to NICIL: Mr. George expressed interest in purchasing property- transport#: 358/2001.

Letters dated 03-28-2008, from NICIL to Rodrigues Architects Ltd and Compton Outar (Chief Valuation Officer, attached to the Ministry of Finance): NICIL requested valuation of property – transport#: 358/2001.

Letter dated 07-25-2009, from OnkarDoradat to NICIL: Expression of interest in purchasing property – transport# 358/2001.

Letter dated 03-06-2012, from GNCB to Privatisation Unit: GNCB informed Privatisation Unit of Prescriptive Rights filed by Peter Lowe, Action 269-P of 2010, and that they should implement necessary actions against Mr. Lowe.

Letter dated 04-05-2013, From NICIL to Rodrigues Architects Ltd: requesting valuation of property – transport#: 358/2001.

Lindon F. Mc Gregor, sworn land surveyor; employed by Kevin London to carry out a survey of 195 Charlotte Street, Bourda, Georgetown; which was to be conducted on 05-02-2013. He notified Peter Lowe on 05-20-2013.

Letter dated 06-25-2013; from GNCB-PHI, Privatisation Unit to Lindon F. MC Gregor: Mr. Mc Gregor was informed that GNCB-PHI was the legal owner of the property-transport #: 358/2001 and that he should desist from trespassing.

Letter from 06-25-2013; Notice of Trespass was sent to the occupants of 195 Charlotte Street, Bourda, informing them that the legal owner of the property was GNCB-PHI, that they were wrong fully and unlawfully occupying there and that they have 30 days after receiving the notice to vacant the premises.

Letter dated 12-02-2013, Notice of Trespass sent by a lawyer to the occupants of property- transport #: 358/2001. Letter was returned due to insufficient address and unknown addressee on 12-10-2013. ‘Sticky note’ stated that the letter was resent through register post, to be deliver by Haslyn and Joel Personal Service. Note verifying that notice was served and deliver to the occupants.

Letter of Complaint dated 02-04-2014: A concern citizen reported that the occupants of 195 Charlotte Street were stealing electricity and they had no meter for ten years. The individual stated that because connection with the ‘untouchables’, there were no investigation into their numerous complaints to various entities.

Letter dated 04-30-2014; letter from Fire Service to the Mayor & City Council (City Engineers), forwarded to NICIL: Informed City Engineers that property- transport #: 358/2001 was a fire hazard and that their intervention was requested.

Note dated 07-08-2015, stated that Ms. Dawn Griffth visited the Fire Service informing that the building was a fire hazard and that the occupants were storing diesel and oil on the premises.

**Schedule 11**

1. **Lot 6 Section E, Adventure, Essequibo Coast (Part of item 1 of Order 28 of 2003) transport # 39/1984**

|  |  |  |
| --- | --- | --- |
| **Valuation completed by** | **Date of valuation** | **Valuation Amount ($)** |
| Compton P. Outar | October 24, 1999 | 7,000,000 |

Letter dated 02-17-2003, indicates that GNCB, by way of Execution Sale, purchased property- transport#: 39/1984 in the sum of $2,275,000 on 04-07-1995. It was also noted that the bank made full payment of the purchase price.

Letter dated 01-12-2011, from SavetaShurland to NICIL: Ms. Shurland requested first preference in purchasing property-transport#: 39/1984.

Letter dated 02-15-2011, from NICIL to the President: This letter informed the president of Ms. Shurland’s interest in purchasing property- transport#: 39/1984 and provided relevant information pertaining to the case, and requested his guidance on the matter.

Letter dated 04-13-2011, from Office of the President to Privatisation Unit/ NICIL: NICIL was informed that Ms. Shurland wrote to the President and requested his intervention in the matter and asked for guidance on the matter.

Letter dated 01-30-2015, from Ms. Shurland to NICIL: Ms. Shurland reference correspondence to various Government entities, claiming that she was granted verbal write-offs by both Mrs. Janet Jagan& Dr. BharratJagdeo, and that it was up to NICIL to implement same. But a Mr. Freeman informed her that they were in the process of conducting valuation of the property with the intention to sell.

Letter dated 04-20-2015, from NICIL to Ms. Shurland: NICIL informed Ms. Shurland that it is unlikely that they will continue to tolerate her occupation of the property much longer. She was informed that GNCB-PHI was the legal owners of the property and cabinet’s approval must be sought for a transfer of ownership to occur. Additionally, she was told that she will have to pay to facilitate the transfer of ownership since GNCB made payments to acquire the property and when a decision was made, they will inform her.

1. **Lot 204 Section L, Campbellville, Georgetown (Part of item 2 of Order 28 of 2003) transport # 733/1990**

|  |  |  |
| --- | --- | --- |
| **Valuation completed by** | **Date of valuation** | **Valuation Amount ($)** |
| Rodrigues Architects Ltd | February 16, 2010 | 35,320,000 |
| Rodrigues Architects Ltd | April 18, 2012 | 38,885,000.00 |

January 21, 2009- A notice from NICIL to the occupiers to vacate the Property within 30 days without causing any damage to property otherwise legal action will be instituted against them.

July 22, 2009- GNCB contracted Instant Security Service to secure the property so as to deter squatters from July 1, 2009 to December 31, 2009.

Susan Stephens gave notice to Mr. Brassington that she will be terminating her lease on 205 6th Street, Campbellville effective April 1, 2011 and requested a waiver of the rent for the month of March.

May 19, 2010- Signed contract for services between NICIL and Wesley Booker General Contracting Services for the rewiring of the top flat of the property. For which they paid a total GYD 79,000.00

May 30, 2011- email correspondence from Marcia Nadir-Sharma to Mr. Brassington indicated that Mr. T. Arjune visited NICIL expressing interest in purchasing property. She then explained that the property would need to be advertised for sale by tender; however, he could still write to Mr. Brassington with a detailed plan of his intention for the property which may then be forwarded to the board. The board then decides whether to sell or advertise. This decision will need to be authorized by cabinet before any action taken.

May 31, 2011- TameshwarArjune to Mr. Brassington expressing interest in purchasing property

June 9, 2011- NICIL to Mr. Arjune- acknowledged receipt of letter expressing interest. It also explained that the property would be advertised for sale by tender.

July 4, 2012-NICIL to Mr. Arjune- Award letter to 204 Section L, Campbellville- informing him that cabinet considered and approved the proposal to purchase the property in the sum of GYD 45,000,000 plus VAT. The letter also indicated that he had 5 days to make payment of 10% of the purchase price.

And 100% of the purchase price must be paid before use and any works may commence.

September 24, 2012- NICIL to Mr. Arjune- A copy of Vesting Order 185 of 2012 transferring ownership from NICIL to his company- Survival Shopping Complex and that the balance of GYD 35,000,000.00 plus VAT was now due and payable. Publication of the vesting order will be halted until paymentof this sum has been made.

October 9, 2012- NICIL to Mr. Arjune- letter indicated that the full purchase price had been received by NICIL for GNCB Property Holdings Inc and that permission was granted to commence work pending transfer of ownership.

October 9, 2012- NICIL to Dr. Luncheon (Head of presidential Secretariat) request to publish Vesting Order 185 of 2012 in the gazette.

October 22, 2012- NICIL to Instant Security Services- Termination of contract with effect from October 26, 2012 due to property being sold. They gave commitment to pay for services until October 26, 2012.

November 20, 2012- NICIL to Mr. Arjune- he was requested to make an Affidavit of purchaser and pay ½ registrar’s fee and duty (GYD 562,500) associated with the conveyance before transport can be passed to him. Receipt #43169 dated November 30, 2012 for the sum of GYD 562,500.00 received from TameshwarArjune was noted in file.

November 27, 2012- NICIL to registrar of deeds- request that the Order be registered and the transport issued to TameshwarArjune.

September 25, 2012- NICIL to Ministry of Education- NICIL was prepared to donate 15 four divisional desks to the Ministry which were currently stored at the property. They indicated that the ministry’s personnel were welcomed to view the desks before acceptance of donation.

May 4, 2012- NICIL was in receipt of a letter of tender from SaseNarineRamsaywak for the purchase of furniture and other assets. No mention of location of items. The sum of GYD 126,000.00 was to be considered.

June 25, 2012- internal memo indicated that Mr. Ramsaywak indicated interest in purchasing furniture held at property situated at 204 Section L, Campbellville in response to advertisement in the month of May.

Property situated at 205 Sixth Street, Campbellville was leased to Susan Stephens – top flat from March 1, 2010 for a period of 10 months for the sum of GYD 25,000.00. The lease contained a clause to the effect that the licensee has incurred a total cost of GYD 213,995.00 prior to the commencement of the license; the fee shall be deducted from the sum over a nine months period.

Receipt- received from Susan Stephens the sum of GYD 60,000.00 for refurbishing 3rd flat on building

Agreement of sale signed on July 9, 2012 between T Arjune and GNCB-PHI transport # 657/2006

January 20, 2014 NICIL indicated that the rates and taxes for property situated at 204 Campbellville was paid for by NICIL up to the end of 2012. Attached was a receipt from the Mayor and City Council in the sum of GYD 907,511.00

**Receipt of funds:**

|  |  |  |
| --- | --- | --- |
| Date Received | Date Deposited | Amount |
| 7/9/2012 | 7/9/2012 | $11,600,000 |
| 9/27/2012 | 9/27/2012 | $40,600,000 |
| Total (inclusive of VAT) |  | $52,200,000 |

1. **18 South Cove and John, East Coast Demerara (Part of item 3 of Order 28 of 2003) transport#1477/93/ transport # 624/2007**

April 5, 2013- NICIL requested the service of Rodrigues Architects Ltd to carry out valuation of property situated at 18 South Cove & John, ECD.

September 3, 2010- Mr. Roy Albert wrote to the Privatization Unit requesting to purchase property.

March 4, 2015- letter from GNCB stated that the property under transport # 1477/93 was advertised for execution sale at the stance of NBS whom held the first mortgage. The property on transport # 1477/93 was sold at execution sale to GNCB for the sum GYD 2.8M and paid the customary 25% deposit of GYD 700,000.00. the registrar subsequently redrew the sale citing GNCB’s failure to pay the balance within 6 months. GNCB followed this up by a court action and a settlement was arrived at whereby: a) GNCB paid to NBS the balance of GYD 2.1M and b) the registrar to convey the property to & in name of GNCB. In keeping with the order of court Transport No. 624/2007 was issued in the name of GNCB. In 2010, the client and GNCB agreed to settle the debt I the sum of GYD 3.0M which was paid in full on March 9, 2011(as per receipt attached in file #4526 issued by GNCB

March 9, 201- GNCB-Property Holdings INC requested the service of Mr. Compton Outar, Chief Valuation Officer (ag), Valuation dept, Ministry of Finance, to carry out valuation on property at 18 Cove and John, ECD.

No valuation documents located in file as at August 18, 2015.

1. **151 D’Urban Backlands, Lodge (Part of item 4 of Order 28 of 2003)**

Property- transport # 848/1985 remains asset of GNCB as at August 17, 2015. No tenders posted to date.

NICIL requested the service of Rodrigues Architects Ltd to carry out valuation of a list of properties including 151 D’Urban Backlands, Lodge. No valuation document found as at August 17, 2015.

1. **111 New Road, Vreed-en-Hoop (Part of item 5 of Order 28 of 2003)**

Property- transport # 194/87 remains asset of GNCB as at August 17, 2015. No tenders posted to date.

As at December 31, 2008 total rates and taxes owed on property was GYD 89,435.00

January 2, 2008(however, I believe the year was a typo error) – NICIL was approached by Mr. Kennard Eon Mentus seeking permission to purchase property on transport# 194/87. This property was owned by Mr. Mentus and his wife before it was foreclosed due to an inability to efficiently service loan granted by GNCB. During his visit it was also mentioned that the current occupants had intentions of filing for prescriptive rights. It was suggested that NICIL ensure that all rates and taxes be paid and the transfer of ownership to GNCB be completed as soon as possible in the event of them needing to object to the filing of prescriptive rights.

November 4, 2009- occupants of property situated at 111 New Road, Vreed-en-Hoop were sent a notice of trespass which indicated that they were required to vacate the premises within 30 days of receipt of the notice.

GPL bill attached reflected a credit balnce of GYD 27,866.00 as at September 25, 2009.

January 19, 2010- Suge Paula Mentus wrote to NICIL requesting to purchase the property on transport# 194/87.

March 15, 2010- NICIL was in receipt of a proposal to secure the premises situated at 111 New Road, Vreed-en-Hoop from Instant Security Service

March 29, 2010- NICIL informed Instant Security Service that they were desirous of utilizing their services.

June 11, 2012- NICIL requested a refund from Instant Security Service of GYD 807,360.00 for the period January 2012 – April 2012 since it was their claim that services were not provided based on investigations carried out by NICIL.

June 25, 2012- Instant security Service wrote NICIL communicating that upon investigations of their own, it was concluded that security services were provided 24 hrs daily. A request to have their outstanding payment approved and released was also made in this letter.

April 5, 2013- Request for valuation to be carried out by Rodrigues Architects Ltd was sent to Mr. Albert Rodrigues for a list of properties including that on transport #194/87.

|  |  |  |
| --- | --- | --- |
| Valuation completed by | Date of valuation | Valuation amt ($) |
| Rodrigues Architects Ltd | July 16, 2013 | 7,540,000.00 |

Note in file indicates that the government has not decided to sell the property. NICIL has recommended that the property be advertised for sale through tender. Previous owner was still interested in purchasing.

1. **7 Richmond Hill, Leguan (Part of item 6 of Order 28 of 2003)**

Property- transport # 28/1971 remains asset of GNCB as at August 17, 2015. No tenders posted to date. Letter dated April 16, 2012 indicated that Bhogmattie expressed an interest in the property since she was once the owner of said property. However, she defaulted on a loan taken from GNCB which has since sold the property to pay off her loan.

April 17, 2012 GNCB sent letter to Bhogmattie confirming payments made on the loan ac# 1139190017 held at GNCB

Receipt No. 29045, 29415, 31321, and 32821 each representing the sum of GYD 1680 were attached in file. All representing rates for 2008, 2009, 2010 & 2011 respectively paid to the LeguanNeighbourhood Democratic council.

April 5, 2013-NICIL requested the service of Rodrigues Architects Ltd to carry out valuation of a list of properties including E ½ of Lot 7, Section A, Plantation Richmond Hill, Leguan, Essequibo. No valuation document found as at August 17, 2015.

**Lots 1-2 Coverden, East Bank Demerara. Transport # 1612/74**

|  |  |  |
| --- | --- | --- |
| Valuation completed by | Date of valuation | Valuation amt ($) |
| D A. Patterson | February 28, 1994 | 43,900,000.00 |

September 12, 1995- Cabinet approved the sale of the property at 1-2 Coverden and the sale price set at GYD 24,756,250. Cabinet also mandated that the following clauses be included in the agreement of sale: 1. allowing government the first option to buy and 2. mandating Government of Guyana’s permission for any change of use by the purchaser.

January 17, 1996- Letter from GNCB to the PU states the following:

In accordance with the GAIBANK Dissolution Order No. 2 of 1995, resolution of which was passed by the National Assembly on February 8, 1995, under section 56 of the Public Corporations Act Chapter 75:01, the property described on transport # 1612/1974 was vested solely to GNCB. This info was duly annotated by the Deeds Registry on June 9, 1995.

July 29, 1997- Cabinet approved the sale of the building and the 5.28 acres on it as well as an offer of the 86.54 acres of state lands for lease, specifically, for clay mining being offered to National Hardware Ltd for the tendered sum of GYD 15.5M

June 13, 2002- National Hardware LTD (NHL) to PU- stated that a payment of GYD 5.5M via cheque as a further deposit on purchase consideration for the Coverden Clay Brick Factory.

December 4, 2002- receipt indicated that Privatisation Unit made payment of GYD 101,149 representing rates for period 1997-2001

December 24, 2004- letter sent to NHL enclosed with an invoice for outstanding monies owed to NICIL for purchase of property (GYD 8.5M). It indicated that as at November 30, 2004 NICIL was in receipt of GYD 7.0M

February 15, 2005- letter from NHL to NICIL indicated that the property was purchased on December 12, 1997 (signed agreement for lease of land found) and was finalized on January 4, 2005. NHL was seeking the intervention of NICIL to have the transport expedited.

March 7, 2005- Privatization Unit in letter seeking the Minister of Finance’s approval and signature for Order for the transfer of the property from GNCB to NHL

March 15, 2005- NHL forwarded chq in the sum of GYD 193,750 to Privatization Unit. This amount represented half the registrar’s fees and stamp duty for processing transport.

April 4, 2005- Privatization Unit to Head of the Presidential Secretariat- request was made for the processing of the order for gazetting (the transfer of the property from GNCB to NHL)

April 19, 2005- NICIL to Deeds Registry- request for order no. 14 of 2005 to be registered and transport issued to NHL

September 8, 2005- NICIL TO NHL- invoice for the sum of GYD 1,283,677 (for the rental of lot 1-2 Coverden for 1 year commencing 4 months after date of agreement dated December 12, 1997 – April 1998 to September 12, 2005)

December 21, 2009- internal memo indicated that as at December 1, 2009 the sum of GYD 1,716,377 was owed to NICIL by NHL representing lease fees

January 12, 2010- NICIL informed NHL that the rent for Lot 1-2 Coverden had been increased. (see invoice attached to letter dated January 12, 2010 NICIL to NHL: Subject: Rental of Lots 1 and 2 Coverden, East Bank Demerara.

August 16, 2010- NHL requested that NICIL renew the lease for a term not less than 50 years in order to facilitate financing.

August 30, 2010- NICIL t NHL- NHL was informed that before their request could be considered the following conditions needed to be met:

* Payment of all arrears of rent with inflation in the sum of GYD 2,355,362
* Updated Business plan

November 3, 2010- NICIL to NHL- invoice for the sum of GYD 840,912

December 6, 2010- Cabinet gave approval for a lease to be issued for the CoverdenClaybrick Factory to NHL for a term of 50 years subject to the implementation of a Business Plan in a phased manner; the lease extension being done with permission so that the lessee would be able to use the lease for collateral; the lease being terminated, if in the event on assessment it is discovered that NHL has or is failing in its implementation.

April 4, 2011- Agreement to lease was signed between NHL and NICIL