The Official Gazette

(EXTRAORDINARY)

OF GUYANA

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GEORGETOWN, SATURDAY 10TH SEPTEMBER, 2022

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SATURDAY 10TH SEPTEMBER, 2022

THE FIRST SUPPLEMENT TO THE OFFICIAL GAZETTE ON SATURDAY 10TH SEPTEMBER, 2022

EXECUTION SALES

County of Berbice

TO BE HELD ON THURSDAY, 29TH DAY OF SEPTEMBER, 2022

FIRST PUBLICATION

Pursuant to writs of seizure and sale in the matters Following I, the undersigned Registrar of the High Court of the Supreme of Judicature or my lawful deputy will expose for sale to the highest bidder in the presence of a Sworn Clerk or Assistant Sworn Clerk at the Sub-Registry of the High Court of the Supreme Court of Judicature, Lot 1 Esplanade Road, in the County of Berbice on Thursday 29th day of September, 2022 at 10:00 o'clock a.m., the following viz:

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA COMMERCIAL JURISDICTION 2022-HC-DEM-CIV-SOC-4

Between:

DHANRAJ SAHADEO

Claimant,

- and -

1. **THOMAS THOMBY**
2. **INDI SAMAROO**

Defendants.

NOTICE OF SALE

TAKE NOTE that on the 17th day of December, 2020, the Claimant Dhanraj Sahadeo obtained a Judgement against the Defendants Thomas Thomby and Indi Samaroo. As the Judgement Debtors has failed to pay as ordered, the claimant has requested that the Defendants property be sold in order to satisfy the judgement debt. It is ordered that the property described in the attached Schedule be sold forthwith.

14.
1. One Electric bike.
2. Two Bicycles.
3. One lighting plan, one four burner gas stove (Westpoint).
4. One washing Machine.
5. One small cupboard.
6. One Daewoo microwave
7. One Transformer/stabilizer.
8. One Total Grinder.
9. Two Total electrical saws.
10. One Total drill.
11. One electrical plane.
12. One manual plane.
13. One jigsaw.
14. One Stihl grass cutter.
15. Two levels.
16. One big shear.
17. One sledge hammer.
18. One crowbar.
19. One pitch fork.
20. One HP Printer.
21. Two Hammers.
22. One gas bottle.
23. One small generator.

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA COMMERCIAL JURISDICTION 2021-HC-DEM-CIV-FDA-648

Between:

GUYANA BANK FOR TRADE & INDUSTRY LTD.

Applicant,

- and -

1. **BLT ENTERPRISES INC.**
2. **BEAUFORT ADAMS**
3. **LYNETTE ADAMS**

jointly and severally,
Respondents.

NOTICE OF SALE

TAKE NOTE that on the 25th day of June, 2021, the Applicant Guyana Bank for Trade and Industry Ltd. obtained a Judgement against the Respondents BLT Enterprises Inc., Beaufort Adams and Lynette Adams. As the Judgement Debtors has failed to pay as ordered, the Applicant has requested that the Respondents' property be sold in order to satisfy the judgement debt. It is ordered that the property described in the attached Schedule be sold forthwith.

SCHEDULE

15. **THIRDLY:-** Area 'K' being part of Providence, in the Town of New Amsterdam, in the County of Berbice, in the Republic of Guyana and as more fully described in Transport No. 62 of 1925.

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA COMMERCIAL JURISDICTION 2019-HC-DEM-CIV-FDA-815

Between:

GUYANA BANK FOR TRADE & INDUSTRY LTD.

Applicant,

- and -

1. **GANESH RAJKUMAR**
2. **MAHINDRA DONALD RAJKUMAR**
3. **RONALD YADOW RAJKUMAR**

jointly and severally,
Respondents.

NOTICE OF SALE

TAKE NOTE that on the 19th day of June, 2019, the Applicant Guyana Bank for Trade and Industry Ltd. obtained a Judgement against the Respondents Ganesh Rajkumar, Mahindra Donald Rajkumar and Ronald Rajkumar. As the Judgement Debtors has failed to pay as ordered, the Applicant has requested that the Respondents' property be sold in order to satisfy the judgement debt. It is ordered that the property described in the attached Schedule be sold forthwith.

SCHEDULE

16. **FIRSTLY: -** A piece or parcel of land known as and referred to as Plot 'W' being a portion of Lot '8' and Area' 'T', all being parts of No. 78 Village or Springlands, in the Town of Corriverton, situate on the left bank of the Corentyne River, in the County of Berbice, in the Republic of Guyana.

SECONDLY:- A piece or parcel of Land known as and referred as Tract 'X' which comprises Tract 'Z', a portion of Area 'L', all being parts of No. 78 Village or Springlands, in the Town of Corriverton, situate on the left bank of the Corentyne River, in the County of Berbice, in the Republic of Guyana.

THIRDLY:- A piece or parcel Land known as and referred to as Lot 'A' being a portion of No. 78 Village or Springlands, in the Town of Corriverton, situation on the left bank of the Corentyne River, in the County of Berbice, in the Republic of Guyana and more fully described in Transport No. 706 of 2000.

FOURTHLY:- All and singular the furniture, fixtures and fittings which are at present or may hereafter be situate on the **firstly** above-described property during the existence of this mortgage, the property of the mortgagors.

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA COMMERCIAL JURISDICTION 2020-HC-DEM-CIV-FDA-353

Between:

GUYANA BANK FOR TRADE & INDUSTRY LTD.

Applicant,

- and -

LAKESH SAHADEO

Respondent.

NOTICE OF SALE

TAKE NOTE that on the 17th day of December, 2020, the Applicant Guyana Bank for Trade and Industry Ltd. obtained a Judgement against the Judgement Debtor Lakesh Sahadeo. As the Judgement Debtor has failed to pay as ordered, the Applicant has requested that the Respondent's property be sold in order to satisfy the judgement debt It is ordered that the property described in the attached Schedule be sold forthwith.

SCHEDULE

17. ZONE: **E.C.B.**
BLOCK: **III**
PARCEL: **84**

Part of Susannah and on the building and erections thereon and all other buildings and erections which may hereafter be erected thereon during the existence of this mortgage.

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA COMMERCIAL JURISDICTION 2021-HC-DEM-CIV-FDA-577

Between:

THE BANK OF NOVA SCOTIA

Plaintiff,

- and -

SEORDYA RAGBHEER

Defendant.

NOTICE OF SALE

TAKE NOTE that on the 23rd day of August, 2021, the Applicant The Bank of Nova Scotia obtained a judgement against Judgement Debtor Seordya Ragbheer as the Judgment Debtor has failed to pay as ordered, the claimant has requested that the Judgement Debtor's property be sold in order to satisfy the judgement debt. It is ordered that the property described in the attached Schedule be sold forthwith.

SCHEDULE

18. House lot numbered 213 (two hundred and thirteen) being portion of Tract lettered A of Area R Ankerville, in the John-Port Mourant Village District, situate on the Corentyne Coast of the County of Berbice, in the Republic of Guyana.

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA COMMERCIAL JURISDICTION 2021-HC-DEM-CIV-FDA-644

Between:

THE BANK OF NOVA SCOTIA

Applicant,

- and -

DYACHAND BISSOONCHAND

Respondent.

NOTICE OF SALE

TAKE NOTE that on the 10th day of August, 2021, the Applicant the Bank of Nova Scotia obtained a judgement against the Judgement Debtor Dyachand Bissoonchand. As the Judgement Debtor have failed to pay as ordered, the claimant has requested that the Judgement Debtor's property be sold in order to satisfy the judgement debt. It is ordered that the property described in the attached Schedule be sold forthwith.

SCHEDULE

19. BLOCK: **XXV**
PARCEL: **50**
ZONE: **C.C.B.**

That parcel of land held by Certificate of Title No. 99/534 and on the building and erection thereon and on all future buildings and erections which may hereafter be situate thereon during the existence of this mortgage.

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA COMMERCIAL JURISDICTION 2019-HC-DEM-CIV-FDA-1298

Between:

THE BANK OF NOVA SCOTIA

Plaintiff,

- and -

NEEMCHARRAN RAMNAUTH

Respondent.

NOTICE OF SALE

TAKE NOTE that on the 2nd day of December, 2019, the Plaintiff, The Bank of Nova Scotia obtained a judgement against the Respondent, Neemcharran Ramnauth. As the Respondent has failed to pay as ordered, the claimant has requested that the Judgement Debtor's property be sold in order to satisfy the judgement debt.

SCHEDULE

20. ZONE: **E.B.C.R.**
BLOCK: **II**
PARCEL: **984**

That parcel of land registered as numbered 984 and comprising an area of 0.108344 of an acre being portion of Canefield, Right Bank of the Canje River, Berbice in Block: II of Zone: E.B.C.R. and on the building and erections thereon, and on all other buildings and erections which may hereafter be situate thereon during the existence of the mortgage, the property of the mortgagor.

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA COMMERCIAL JURISDICTION 2019-HC-DEM-CIV-FDA-1934

Between:

THE BANK OF NOVA SCOTIA

Plaintiff,

- and -

FITZROY FORDYCE

Respondent.

NOTICE OF SALE

TAKE NOTE that on the 31st day of December, 2019 the Plaintiff, The Bank of Nova Scotia obtained a judgement against the Respondent, Fitzroy Fordyce. As the Respondent has failed to pay as ordered, the claimant has requested that the Judgement Debtor's property be sold in order to satisfy the judgement debt.

SCHEDULE

21. Sub-lot lettered 'X' containing an area of 0.2703 of an acre, comprising sub-lot lettered 'A' containing an area of 0.0342 of an acre being portion of lot numbered 17 (seventeen) sub-lot lettered 'A' containing an area of 0.1755 of an acre being portion of lot numbered 18 and sub-lot lettered 'A' containing an area of 0.0606 of an acre being portion of Lot numbered 19 (nineteen), all being portion of Paradise, in the Rising Sun- Eldorado Village District, situate on the West Coast of the County of Berbice, in the Republic of Guyana.

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA COMMERCIAL JURISDICTION 2018-HC-DEM-CIV-FDA-2230

Between:

THE BANK OF NOVA SCOTIA

Plaintiff,

- and -

1. **CAROL NAUGHTON**
2. **CECIL ALEXANDER**

Respondents.

NOTICE OF SALE

TAKE NOTE that on the 28th day of March, 2019, the Plaintiff, The Bank of Nova Scotia obtained a judgment against the Respondents Carol Naughton and Cecil Alexander. As the Respondents has failed to pay as ordered, the claimant has requested that the Judgement Debtors' Property be sold in order to satisfy the judgement debt.

SCHEDULE

22. ZONE: **R.B.B.R.**
BLOCK: **I**
PARCEL: **1242**

Part of Plantation Glasgow, that parcel of land held by Certificate of Title No. 2011/1777. Parcel 1242 comprising an area of 0.081 of an acre being part of Plantation Glasgow, Block I of Zone: R.B.B.R and on the building and erections thereon and on all future buildings and erections which may hereafter be situate thereon during the existence of this mortgage, the property of the mortgagor.

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA COMMERCIAL JURISDICTION 2020-HC-BER-CIV-FDA-111

Between:

REPUBLIC BANK LTD.

Applicant,

- and -

1. **CHATERAM SINGH**
2. **UMA DAVI SINGH**

Respondents.

NOTICE OF SALE

TAKE NOTE that on the 23rd day of October, 2020, the Applicant Republic Bank Ltd. obtained a judgement against the Judgement Debtors Chateram Singh and Uma Davi Singh. As the Judgement debtors have failed to pay as ordered, the claimant has requested that the Judgement Debtors' property be sold in order to satisfy the judgment debt. It is ordered that the property described in the attached Schedule be sold forthwith.

SCHEDULE

23. ZONE: **E.B.C.R.**
BLOCK: **11**
PARCEL: **708**

Part of Canefield, Right Bank of the Canje River, Berbice, comprising an area of 0.162 (nought decimal one six two) of an acre, with the building

thereon and on all future buildings and erections which may hereafter be constructed or erected thereon during the existence of this mortgage, the property of the mortgagor.

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA COMMERCIAL JURISDICTION 2021-HC-DEM-CIV-FDA-613

Between:

REPUBLIC BANK LTD.

Applicant,

- and -

1. **JERMAINE WILLIAMS**
2. **RONDA WILLIAMS**

Respondents.

NOTICE OF SALE

TAKE NOTE that on the 13th day of July, 2021, the Applicant Republic Bank Ltd. obtained a judgement against the Judgement Debtors Jermaine Williams and Ronda Williams. As the Judgement Debtors have failed to pay as ordered, the Applicant has requested that the Judgement Debtors' property be sold in order to satisfy the judgement debt. It is ordered that the property described in the attached Schedule be sold forthwith.

SCHEDULE

24. ZONE: **C.C.B.**
BLOCK: **XX**
PARCEL: **742**

Portion of Plantation Kilcoy and Chesney, Corentyne Coast, Berbice, comprising an area of 0.1263 (nought decimal one two six three) of an acre, no building thereon and on all future buildings and erections which may hereafter be constructed or erected thereon during the existence of this mortgage, the property of the mortgagor(s).

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA COMMERCIAL JURISDICTION 2015-HC-DEM-CIV-CD-559

Between:

REPUBLIC BANK LTD.

Applicant,

- and -

1. **RUDRANAUGHT SEBASTIAN POONAI**
2. **RADHIKA POONAI**

Respondents.

NOTICE OF SALE

TAKE NOTE that on the 10th day of March, 2017, the Claimant Republic Bank Ltd. obtained a judgement against the Judgement Debtors Rudranaught Sebastian Poonai and Radhika Poonai. As the Judgement Debtors have failed to pay as ordered, the claimant has requested that the Judgement Debtors' property be sold in order to satisfy the Judgment debt. It is ordered that the property described in the attached Schedule be sold forthwith.

SCHEDULE

25. House lot numbered 154 (one hundred and fifty-four) Section A in No. 59 Village, in the Upper Corentyne Local Government District, situate on the Corentyne Coast of the County of Berbice, in the Republic of Guyana.

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA COMMERCIAL JURISDICTION 2015-HC-DEM-CIV-CD-484

Between:

REPUBLIC BANK LTD.

Plaintiff,

- and -

1. **ZAMEER AHAMAD HUSSAIN**
2. **BABITA HUSSAIN**

Defendants.

NOTICE OF SALE

TAKE NOTE that on the 12th day of August, 2015, the Plaintiff Republic Bank Ltd. obtained a judgement against the Defendants Zameer Ahamad Hussain and Babita Hussain. As the Defendants have failed to pay as ordered the claimant has requested that the Judgement Debtors' property be sold in order to satisfy the judgment debt. It is ordered that the property described in the attached Schedule be sold forthwith.

SCHEDULE

26. BLOCK: **XVI**
PARCEL: **147**
ZONE: **C.R. part of Plantation No. 77 Housing Scheme.**

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA COMMERCIAL JURISDICTION 2016-HC-BER-CIV-SIW-162

Between:

IPED LTD.

Applicant,

- and -

ROYSTON WHITE

Respondent.

NOTICE OF SALE

TAKE NOTE that on the 24th day of March, 2017, the Claimant IPED Ltd. obtained a judgement against the Judgement Debtor Royston White. As the Judgement Debtor has failed to pay as ordered, the claimant has requested that the Judgement Debtor's property be sold in order to satisfy the Judgment debt. It is ordered that the property described in the attached Schedule be sold forthwith.

SCHEDULE

27. **Firstly:-** Sub-lots lettered 'E', 'F','G' and 'H' in Section 'A', all being portions of Jacoba or Moor Park, in the Tempe-Seafield Village District, situate on the West Coast of Berbice, in the County of Berbice, in the Republic of Guyana and recorded at the Department of Lands and Surveys on the 15th day of February, 2008 as Plan No. 42540 and deposited in the Deeds Registry, New Amsterdam, Berbice on the 18th day of August, 2011.

Secondly:- Sub-lots lettered 'P' and 'R' in Section 'B', all being portions of Jacoba or Moor Park, in the Tempe-Seafield Village District, situate on the West Coast of Berbice, in the County of Berbice, in the Republic of Guyana and recorded at the Department of Lands and Surveys on the 15th day of February, 2008 as Plan No. 42540 and deposited in the Deeds Registry, New Amsterdam, Berbice on the 18th day of August, 2011.

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA COMMERCIAL JURISDICTION 2021-HC-BER-CIV-FDA-258

Between:

IPED LTD.

Applicant,

- and -

1. **KHRISENRAM KUMAR**
2. **LALLITA DEVI KUMAR**

Respondents.

NOTICE OF SALE

TAKE NOTE that on the 1st day of September, 2021, the Applicant IPED Ltd. obtained a judgement against the Judgement Debtor Khrisenram Kumar and Lallita Davi Kumar. As the Judgement Debtors have failed to pay as ordered, the claimant has requested that the Judgement Debtors' property be sold in order to satisfy the Judgment debt. It is ordered that the property described in the attached Schedule be sold forthwith.

SCHEDULE

28. Lot numbered 127 (one hundred and twenty-seven) containing an area of 0.10 (nought decimal one nought) of an acre in Section A in No. 59 Village, in the Upper Corentyne Local Government District, situate on the Corentyne Coast of the County of Berbice, in the Republic of Guyana as more fully described in Transport No. 617/2017.

TAKE NOTICE that all persons having any right, title, interest or claim in and to the undermentioned immoveable property and who may have just grounds to oppose by the same are hereby required to do so in due form of Law at the office of the Registrar at Georgetown, Demerara. Those inclined to purchase will attend at the time and place abovementioned either in person or by an Attorney or Agent duly authorized by a written authority properly authenticated e.g., a Power of Attorney bearing the Clause "To bid for real and/or personal properties on behalf of the 'Appearer' and uplift receipts accordingly" or a notarized authorization. All persons having any right, title, interest or claim in and to the under mentioned immoveable property and who may have just grounds to oppose by the same are hereby required to do so in due form of Law at the office of the Registrar at Georgetown, Demerara.

All persons having any interest in these moveable properties to be sold at the upcoming Execution Sales are hereby invited to conduct an inspection at the Supreme Court of Judicature Bond, Lombard Street, Georgetown on Monday, prior to the sale between the times in the forenoon 9.00 a.m. to 11:30 a.m. and in the afternoon 1.00 p.m. to 3.30 p.m.

Terms of Sale for Moveable Property

The purchaser must pay in cash at the time of the sale. If the proceeds of the sale exceed $500,000.00 (five hundred thousand dollars), the purchaser must deposit in cash at the time of the sale $500,000.00 (five hundred thousand dollars) and pay the balance by Manager's Cheque by 3p.m. of the next day after the sale, unless otherwise directed by the Registrar.

Terms of Sale for Immoveable Property

If the proceeds of sale $500,000.00 (five hundred thousand dollars) and under, it must be paid in cash, exceeding $500,000.00- The purchaser or purchasers shall, unless they pay the purchase money at the time of the sale, forthwith deposit with the Marshal 25% (twenty-five percent) of the purchase money, five hundred thousand dollars of which must be paid in cash at the time of sale and balance of the 25% (twenty-five percent) must be paid by manager's cheque by 3 p.m. of the same day. If the purchase money does not exceed the sum of $5,000,000.00 (five million dollars) pay the balance by three equal installments, with interest at the rate of 6% (six percent) per annum, at the expiration of 1,2,3 months respectively from the date of sale. If the balance exceeds the sum of $5,000,000.00 (five million dollars), pay the balance with interest at the rate of 6% (six percent) per annum, by three equal installments at the expiration of 2, 4, 6 months, respectively from the date of sale.

In event of the purchaser making default in payment of any of the installments the amount of the deposit shall, unless the Court on an urgent application with notice filed within 7 days (seven days) of the default extends the time for payment, be forfeited and applied by the Marshal towards discharge of the execution costs and Judgement debt or debts.

Precautionary Notice

Covid-19 Protocols for the Health and Safety of Court Users.

Note: For Litigants in the form of banking institutions and/or companies, ONLY one (1) representative will be admitted to attend the Execution Sales in order to avert crowding.

All Court Users MUST,

✓ Not visit any Court compound or Court if you have a Temperature exceeding 98.6°F (37°C), or display cold and flu-like or other Covid-19 symptoms. Stay at home and call the Covid-19 Hotline numbers.
On entering the Court compound and Court:

- Wear a mask or face covering which covers the nose and mouth AT ALL TIMES.
- Submit to all screening and temperature checks.
- Wash your hands at the sanitization stations at the entrance to the Court compound or Court, or sanitize your hands by using alcohol-based sanitizer which has 60% or more alcohol.

✓ Observe proper respiratory etiquette by coughing or sneezing into your bent elbow or a tissue and then immediately discard the tissue in the trash receptacles provided.

✓ At ALL TIMES maintain a physical distance of at least (six) feet from another person whilst waiting to gain entry, having gained entry, to a Court compound or Court.

✓ Adhere to all signage/floor or seat markings which demarcate the appropriate spacing for persons waiting in lines or in front of service counters, as well as other Covid-19 signs displayed in and round the Court building.

✓ On the completion of your business, immediately leave the Court's environs. Loitering in the Court compound and Court is Not Permitted.

ADDENDUM TO TERMS OF SALE
EFFECTIVE IMMEDIATELY

All persons attending Execution Sales and intending to bid on properties, moveable and/or immovable, MUST show to the First/Senior Marshal at least $500,000 cash in their possession in order to establish a good faith intention to participate and abide by the rules of the sale.

Any person who fails to show the $500,000 deposit in their possession will NOT be permitted to bid on any property and will be asked to leave the precincts of the court.

No person who has been deemed the highest bidder will be allowed to leave the precincts of the Court without making a deposit of $500,000 as required by the rules of the sale.

Upon a bidder being deemed the highest and therefore successful bidder, he/she must present a photo ID, i.e. National ID card, Passport or Driver's Licence in their name when signing any document and paying their deposit.

Dated the 2nd day of September, 2022.

A. Lowenfield,
Deputy Registrar,
Supreme Court
of Judicature.