

No.

Temporary
Emphyteutical
Grant

Before me, Doctor of Laws Marco Burlo', a Notary Public, duly admitted and sworn, have personally appeared and identified themselves according to law, by means of the hereunder mentioned official documents:

Of the one part:

Robert John Ducker, Chairman of the Housing Authority, son of the late Robert Ducker and the late Maria Ducker nee Tabone, born in Lincolnshire, United Kingdom on the 5th November 1955 and residing at Mosta, holder of identity card number 109183M, who appears on this deed in the name and on behalf of the **Housing Authority**, a body corporate established in terms of the Housing Authority Act (hereinafter referred to as the "**Housing Authority**" or the "**Authority**"), duly authorised for the purpose in terms of the Housing Authority Act.

Enrolled in
the Public
Registry Malta
on the:

2019

Of the other part: David Curmi, Chairman National Development Social Fund, a son of Joseph Curmi and Ophelia Curmi nee Sammut, born in Hamrun on the 29th July 1959 and residing at Rabat Malta, holder of identity card number 477759M and Raymond Ellul, Chief Executive Officer National Development Social Fund, a son of John Ellul and Joan Yvonne Ellul nee Briffa, born in Pieta on the 8th October 1960 and residing at Tarxien, holder of identity card number 687160M who appear on this deed for and on behalf of the **National Development and Social Fund**, an agency established by the NDSF Order (hereinafter referred to as the "**Agency**") as duly authorised for this purpose in terms of the NDSF Order.

Special
Privilege
(Groundrent)

Definitions

In this deed, unless the context or the subject otherwise require, and in addition to any other definitions contained elsewhere in this deed, the following words shall have the following meanings respectively assigned to them:

“Dominus” means the Housing Authority and, where the context permits, includes the *pro tempore dominus* of the temporary *dominium directum* of the Property Sites or of a Property Site in respect of that Property Site.

“Emphyteuta” means the Agency and where the context permits, includes the *pro tempore utilista* of the temporary *dominium utile* of the Property Sites or a Property Site in respect of that Property Site.

“Emphyteutical Grant” means the temporary emphyteutical grant of the Property Sites made by the Housing Authority to the Agency by virtue of this deed.

“Emphyteutical Term” means the term of the Emphyteutical Grant as set out in clause 4 (four) of this deed.

“Government” means the Government of Malta.

“Ground-rent” means the annual temporary ground-rent stated in clause 5.1 (five point one) of this deed.

“Housing Authority Act” means the Housing Authority Act, Chapter two hundred and sixty-one (261) of the Laws of Malta

“Immovable Things” means all buildings, structures, developments, infrastructure, facilities, installations, equipment, plant and machinery and other improvements, now existing, or which in the future shall exist, within the boundaries of a Property Site, whether installed, constructed or erected on, in or under the relative Property Site or which otherwise appertain to the Property Site but to the extent only that they are considered immovable things in terms of the Civil Code, Chapter sixteen (16) of the Laws of Malta and whether such buildings, structures, developments, infrastructure, facilities, installations, equipment, plant and

machinery and other improvements are mentioned or otherwise in the description of that Property Site in this deed.

“**Land Registry**” means the office in Malta constituted by virtue of the Land Registration Act, Chapter two hundred and ninety-six (296) of the Laws of Malta, for the purposes of registration of title to land.

“**Lease**” means the lease of the Property Sites by the Agency to the Housing Authority which shall be executed by a separate deed of today (the “**Deed of Lease**”) and by virtue of which the Agency, apart from the lease of the Property Sites to the Housing Authority, shall undertake to finance the construction of the improvements over the Property Sites under the terms and subject to the conditions contained in the Deed of Lease.

“**NDSF Order**” means the National Development and Social Fund (Establishment as an Agency) Order subsidiary legislation five hundred and ninety-five point one two (S.L. 595.12).

“**Parties**” means the Housing Authority and the Agency referred to collectively and each a “**party**”.

“**Permitted Uses**” means the use of the Property Sites for social accommodation purposes and to meet Malta's most pressing social housing requirements and for public and community services / utilities ancillary thereto in the implementation of the Social Housing Project. The words ‘Permitted Uses’ exclude by definition the use of the Property Sites or any part thereof for the purposes of affordable housing.

“**Property Site**” means any one (1) of the Property Sites.

“**Property Sites**” means the property sites which form the object of the Emphyteutical Grant and consist of the following:

- i. QRD D : the plot of land measuring approximately two hundred and thirty five square meters (235 m²) situated in **Qrendi**, bounded the north east by Triq l-

Angovini and on the north-west by property of unknown third-parties on all other sides by property of the Government of Malta, as shown marked in red on the plan attached to this deed and marked "P1", free and unencumbered with all its rights and appurtenances; this Property Site was acquired by the Housing Authority by virtue of Legal Notice sixty one of the year one thousand nine hundred and ninety nine (L.N. 61/1999).

- ii. QRD E : the plot of land measuring approximately seven hundred and eighty-seven square metres (787m²) situated in **Qrendi**, bounded on the north west in part by Triq Filippu Gutenberg, in part by property of unknown third parties and in part by Triq il-Konvoj 1942, and north and north east by Triq il-Konvoj 1942, as shown marked in red on the plan attached to this deed and marked "P2", free and unencumbered with all its rights and appurtenances; this Property Site was acquired by the Housing Authority by virtue of Legal Notice one hundred and nine of the year two thousand (L.N. 109/2000).

- iii. ZBG C : the plot of land measuring approximately one hundred and forty eight square meters (148 m²) situated in **Haz-Zebbug**, Malta, bounded on the east by Triq l-Indipendenza and on all other sides by property of unknown third parties, as shown marked in red on the plan attached to this deed and marked "P3", free and unencumbered with all its rights and appurtenances; this Property Site was acquired by the Housing Authority by virtue of Legal Notice sixty one of the year one thousand nine hundred and ninety nine (L.N. 61/1999).

- iv. ZBG D the plot of land measuring approximately one thousand four hundred and ninety square meters (1490

m²) situated in **Haz-Zebbug** Malta, bounded on the north west by Triq Serafin Tanti, on the south west by a prolongation of Triq Luigi Fontana and on the south east by Triq Has-Sajd, as shown marked in red on the plan attached to this deed and marked "P4", free and unencumbered with all its rights and appurtenances; this Property Site was acquired by the Housing Authority by virtue of Legal Notice four hundred and ten of the year two thousand and five (L.N. 410/2005).

- v. SGW B : the plot of land measuring approximately four thousand three hundred and eighty nine square meters (4,389 m²) situated in **Siggiewi** bounded on the west by Triq Nicola Bonello, on the north west by Triq Monsinjur F.X. Mansion and on the south east by Triq Dun Anton Vella as shown marked in red on the plan attached to this deed and marked "P5", free and unencumbered with all its rights and appurtenances; this Property Site was acquired by the Housing Authority by virtue of Legal Notice thirty eight of the year one thousand nine hundred and ninety three (L.N. 38/1993).
- vi. SGW C : the plot of land measuring approximately two hundred and fifty five square meters (255 m²) situated in **Siggiewi**, bounded east by Triq id-Demnuq and on all other sides by property of unknown third parties as shown marked in red on the plan attached to this deed and marked "P6", free and unencumbered with all its rights and appurtenances; this Property Site was acquired by the Housing Authority by virtue of Legal Notice sixty one of the year one thousand nine hundred and ninety nine (L.N. 61/1999).
- vii. SGW D : the plot of land measuring approximately one thousand two hundred and eighty square meters (1280 m²) situated in **Siggiewi** bounded on the north by Triq Blat il-Qamar, on the south by Triq it-Tank and on the

south west by property of Alfred Briffa, as shown marked in red on the plan attached to this deed and marked "P7", free and unencumbered with all its rights and appurtenances; this Property Site was acquired by the Housing Authority by virtue of Legal Notice two hundred and forty two of the year two thousand and six (L.N. 242/2006).

- viii. PLA B : the plot of land measuring approximately one hundred square meters (100 m²) situated in **Paola** bounded on the north west by Triq Carmelo Robinich, on the south by Triq tax-Xewk and on all other sides by property of unknown third parties as shown marked in red on the plan attached to this deed and marked "P8", free and unencumbered with all its rights and appurtenances; this Property Site was acquired by the Housing Authority by virtue of Legal Notice one hundred and twenty of the year one thousand nine hundred and ninety nine (L.N. 120/1999).
- ix. PLA A : the plot of land measuring approximately one hundred and ten square meters (110 m²) situated in **Paola** bounded on the south east by Triq Salvatore Imbroll, on the south west by Triq tax-Xewk and on all other sides by property of unknown third parties as shown marked in red on the plan attached to this deed and marked "P9", free and unencumbered with all its rights and appurtenances; this Property Site was acquired by the Housing Authority by virtue of Legal Notice one hundred and twenty of the year one thousand nine hundred and ninety nine (L.N. 120/1999).
- x. KRP E : the plot of land measuring approximately two thousand five hundred square meters (2500 m²) situated in **Hal-Kirkop** bounded on the south by Triq il-Karwija, on its northernmost side by Triq l-Imdina and on the west in part by Triq San Pietru and in part by property of unknown third parties, as shown

marked in red on the plan attached to this deed and marked "P10A" and "P10B" free and unencumbered with all its rights and appurtenances; this Property Site was acquired by the Housing Authority by virtue of Legal Notice four hundred and ten of the year two thousand and five (L.N. 410/2005).

- xi. LQA B : (a) the plot of land measuring approximately two thousand six hundred and thirty square meters (2630 m²) situated in **Hal-Luqa**, bounded on the east by Triq Wied il-Knejjes, on the north by Triq il-Karmnu Alley four (4), and on the south by property of the Government of Malta administered by the Joint Office, shown marked in red on the plan attached to this deed and marked "P11A", free and unencumbered with all its rights and appurtenances; this Property Site was acquired by the Housing Authority by virtue of Legal Notice two hundred and forty two of the year two thousand and six (L.N. 242/2006).

LQA B : (b) the plot of land measuring approximately ninety four square meters (94 m²) situated in **Hal-Luqa**, bounded on the west and south west by Triq Wied il-Knejjes, south east by Triq Andre Vassallo shown marked in red on the plan attached to this deed and marked "P11B", free and unencumbered with all its rights and appurtenances; this Property Site was acquired by the Housing Authority by virtue of Legal Notice two hundred and forty two of the year two thousand and six (L.N. 242/2006).

- xii. MLH A : the plot of land measuring approximately two hundred and twenty nine square meters (229 m²) situated in **Mellieha**, bounded on the north east and east by Triq Napuljun Caruana Dingli and on the south by property of the Government of Malta, shown marked in red on the plan attached to this deed and marked "P 12", free and unencumbered with all its

rights and appurtenances; this Property Site was acquired by the Housing Authority by virtue of Legal Notice six of the year two thousand and nine (L.N. 6/2009).

- xiii. ZBR A : the plot of land measuring approximately

(_____ m²), situated in **Haz-Zabbar**, bounded on the south west by Triq il-Krexxuni (at times referred to as bounded on this side by Triq il-Karmnu) on the south east in part by Triq il-Hawt and in part by property of unknown third parties, and on the north east by property of unknown third parties, shown marked in red on the plan attached to this deed and marked "P15", free and unencumbered with all its rights and appurtenances; this Property Site was acquired by the Housing Authority by virtue of Legal Notice four hundred and ten of the year two thousand and five (L.N. 410/2005).

with regard to each of the Property Sites:

- i. reference to the boundaries shall be deemed to include the words 'or more accurate boundaries' and any reference to a person (physical or legal), entity and Government of Malta shall be deemed to include the words 'or successors in title';
- ii. **excluded** from the transfer executed by this deed are all road areas fronting the Property Sites even if the superficial area of the road areas is included in the measurements above-mentioned and/or the plans attached to this deed, provided that such road areas shall be subject to the right of access and passage at all times and by all means in favour of the respective Property Sites.

“**Public Registry**” mean the office in Malta constituted by virtue of the Public Registry Act Chapter fifty-six (56) of the laws of Malta for the purposes of registration of causes of preference among creditors for the enrolment of acts requiring registration in order to have effect in regard to third parties, and for all other registrations required by law.

“**Reserve Property Sites**” means the following divided portions of land namely:

- i. QRM A : the plot of land in the district known as ‘Tal-Blat’, having a frontage on Valletta, Road Qormi measuring approximately one thousand eight hundred and ten square meters (1,810 m²) or any divided portion thereof but excluding any road area;
- ii. the two plots of land situated opposite one another on the two sides of Triq is-Sikka, Marsaskala, and both having another frontage on Triq Thomas Ashby, one having an area of approximately one thousand one hundred and eighty square meters (1,180 m²) lying on the west of Triq is-Sikka and the other having an area of approximately five hundred and five square meters (505 m²) lying on the east of Triq is-Sikka or any divided portion thereof but excluding any road area;
- iii. the plot of land of a triangular shape measuring approximately seventy square meters (70m²) in Triq il-Hawt Haz-Zabbar or any divided portion thereof but excluding any road area.

Construction

1. In this deed, unless the context or the subject otherwise require:

- a) words importing the masculine gender shall include the feminine gender and vice-versa and words importing the neuter gender shall include the masculine and the feminine gender;

b) references to a Recital, Part, heading, section, clause, paragraph, document or schedule is to a Recital, Part, heading, section, clause, paragraph, document or schedule of or annexed to this deed;

c) references to a person include references to any person, whether natural or legal and whether registered or not and whether incorporated or unincorporated, and includes (without limitation) an undertaking and this irrespective of citizenship, place of registration, residence or management;

d) any reference to any law shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force and to include any subordinate legislation, legal notices, rules, regulations, orders, notices, directions, consents or permissions (together with any conditions attaching to any of the foregoing) made thereunder;

f) any reference to any right or reservation exercisable by or for the benefit of any party will be deemed to include the exercise of such right or reservation by any person or persons authorised by such party, and further, such right or reservation may be exercised with agents, employees, professional advisers, workmen, contractors and others;

g) the word “**Agency**” when used in this deed refers to National Development and Social Fund only and does not include the *pro tempore utilista* of the temporary *dominium utile* of a Property Site who is not the National Development and Social Fund;

h) the words “**Housing Authority**” and “**Authority**” when used in this deed refers to Housing Authority only and does not include the *pro tempore dominus* of the temporary *directum dominium* of a Property Site who is not the Housing Authority;

2. The headings in this deed are inserted for convenience only and do not affect its construction.

3. The documents annexed to this deed shall be and be construed to form a substantial and integral part of this deed and any reference to this deed shall include a reference to the said documents.

RECITALS

Whereas: -

(A) The Government has embarked on a massive social housing project;

(B) the principal function of the Housing Authority is to develop, promote and finance the development of, and to administer housing estates and other residential and commercial accommodation and related facilities and amenities, to promote and finance home ownership and generally to improve housing conditions in Malta; in particular, as stated in its mission statement the Housing Authority, through social housing, aims to help provide life solutions to those who really need it;

(C) one of the functions of the Agency is to 'assist initiatives to provide for the social housing needs of the population and to combat social exclusion';

(D) the Housing Authority in fulfilment of its function and mission statement will be implementing part of the Government's social housing project by the construction, finishing, furnishing (where applicable) and allocation of a number of residential units and garage/car space units to be constructed over the Property Sites for social housing purposes together with ancillary services and buildings (the "**Social Housing Project**");

(E) the Agency will be financing the Social Housing Project.

(F) The Housing Authority will be transferring the Property Sites to the Agency by title of temporary emphyteusis and by virtue of another deed of today the Agency will lease back (the "**Lease**") by means of the deed of lease (the "**Deed of Lease**") to

the Housing Authority the Property Sites for the purposes of implementing the Social Housing Project;

Now therefore, by virtue of this deed:

1. Grant of Emphyteusis

1.1 By virtue of this deed, the Housing Authority hereby grants by title of temporary emphyteusis to the Agency, which accepts and acquires by the same title of temporary emphyteusis, the Property Sites for the Emphyteutical Term and for the consideration and upon the terms and conditions set out and contained in this deed.

1.2 Excluded from the transfer executed by this deed are all road areas fronting the Property Sites even though these appear marked as part of a Property Site in the plans attached to this deed and/or their superficial area is included in the measurements above-mentioned, provided that such road areas shall be subject to the right of access and passage at all times and by all means in favour of the respective Property Sites, as an integral part of this emphyteutical grant.

1.3

- a. In the event that the **Development Costs Estimates** (as described hereunder) completed by the Housing Authority are less than the Capital Finance (as defined in and regulated by the Deed of Lease), any excess amount (the "Surplus") shall be also be advanced by the Agency to the Housing Authority for the purpose of developing the Reserved Sites or any part thereof for the purposes of social accommodation.

- b. The Reserved Sites and the improvements built thereon or on any part thereof shall form part of the Social Housing Project and shall be regulated by the same terms and conditions set out in this deed and in the Deed of Lease.
- c. Prior to utilising any part of the Surplus, the Housing Authority shall transfer to the Agency by title of temporary emphyteusis, for a term that shall expire 65 years from the date of this deed, the Reserved Sites (or any part thereof) to be developed for the purposes of the Social Housing Project under the same terms and conditions as those regulating the Property on this deed and the Agency shall lease back the Reserved Sites or any part thereof so acquired to the Housing Authority for the period of 65 years a term that shall expire 65 years from the date of this deed and under the same terms and conditions contained in the Deed of Lease and the relative groundrent and rent and Capital Finance shall remain unaltered and fixed as those resulting from this deed and the Deed of Lease. The stipulations contained in this paragraph are subject to the condition that the title to the Reserved Sites or that part thereof to be transferred to the Agency shall be in order.

For the purposes of this clause the Parties agree that the term “**Development Costs Estimates**” means the estimate and costings of the costs and expenses necessary for the development by the

Housing Authority of the Property in terms of the Deed of Lease which shall be arrived at after an evaluation of the designs, the pre-tender estimate, the tender pricing document, the contract sum (the "**Contract Sum**") tendered by the contractor/s, the Contract Sum analysis and the final price agreed with the contractor/s, as well as value added tax on services and materials, costs and professional fees, including those of the Project Monitor (as defined in the Deed of Lease..

2. The Property Sites

2.1 The Parties agree that:

i. The Property Sites are hereby granted with all their respective rights and appurtenances including (save as otherwise stated in the definition of the Property Sites) the spaces above and the spaces underlying the Property Sites.

ii. The Property Sites include all the Immovable Things, which now or in the future shall appertain or be constructed over or under the Property Sites.

iii. The Property Sites (*as dominant tenement*) are hereby granted as enjoying the existing easements which arise from the position of the Property Sites in relation to other properties which are adjacent to or overlie or underlie the Property Sites (*as servient tenement*).

iv. The Property Sites (*as servient tenements*) are hereby granted as subject to the existing easements which arise from the position of the Property Sites in relation to other properties which are adjacent to or overlie or underlie the Property Sites (*as dominant tenements*).

2.2 Save as otherwise stated on this deed and subject to the terms and conditions of this Emphyteutical Grant, the Property Sites are hereby granted and acquired as free and unencumbered and as such also as free from any other burdens, ground-rents (save for the Ground-rent), other easements, hypothecs, privileges (save for the privilege reserved by the *Dominus* in its favour on this deed), charges, cautions, any third party rights whether real or personal and of whatever type or nature and as free from any litigation, threatened or otherwise and with immediate vacant possession in favour of the Agency.

3. Terms and Conditions

3.1 This Emphyteutical Grant is governed by the terms and conditions set out in this deed and, except to the extent lawfully excluded or modified hereby, also by the provisions of the Civil Code, Chapter sixteen (16) of the Laws of Malta.

4. Emphyteutical Term

4.1 This Emphyteutical Grant is made and accepted for a period of sixty five (65) years commencing from the date of publication of this deed.

5. Consideration

5.1 Ground-Rent

5.1.1 This Emphyteutical Grant is made and accepted in consideration of the annual temporary ground-rent of fifty thousand Euro (€ 50,000).

5.1.2 The Ground-rent is payable by the *Emphyteuta* to the *Dominus* yearly in advance as from the date of publication of this deed until

the expiry or earlier termination of this Emphyteutical Grant.

5.1.3 In order to secure the payment of the Ground-rent and the proper performance of each and all of the obligations arising from this Emphyteutical Grant, the Housing Authority reserves in its favour the special privilege on the Property Sites accorded to a *dominus* by law. Exclusively for the purposes of the registration of the note of privilege at the Public Registry and Land Registry and without prejudice to the rights of the *Dominus* at law, the Housing Authority and the Agency are establishing the sum of fifty thousand Euro (€ 50,000).

5.2 Premium

5.2.1 No premium is due in consideration of this Emphyteutical Grant.

6. Warranties of the Housing Authority

6.1 The Housing Authority warrants in favour of the Agency which accepts that it has good and valid title to the Property Sites and it further warrants in favour of the Agency which accepts the quiet and peaceful possession of the Property Sites with all their rights and appurtenances according to law and to further secure this warranty the Housing Authority constitutes in favour of the Agency which accepts a general hypothec over all its property in general, present and future. Exclusively for the purposes of the registration of the note of hypothec at the Public Registry and without prejudice to the rights of the *Emphyteuta* at law, the Housing Authority and the Agency are establishing the sum of one million Euro (€ 1,000,000).

6.2 The Housing Authority also warrants and guarantees in favour of the Agency, which accepts, that:

i. The Property Sites may legally be transferred to the Agency in terms of this deed and may be used for the Permitted Uses; and

ii. The Property Sites are being transferred with immediate vacant possession in favour of the Agency; and

iii. there are no proceedings pending or threatened in connection with and/or relating to the Property Sites and that there are no circumstances which are likely to give rise to any litigation or arbitration (save as otherwise disclosed in writing to the Agency prior to today).

6.3 The Housing Authority shall at all times keep the Agency indemnified for and against all claims, losses, expenses, costs or liabilities which it may incur or sustain in connection with the obligations of the Housing Authority arising from the capital financing of the Social Housing Project and regulated by a Deed of Lease signed by the parties in my records of today. Should any of the contractors or suppliers have any claims against the Agency or should they summon the Agency for any dues for services or materials supplied by them and/or should such contractors or suppliers inscribe legal privileges on the Property Sites or any one of them or any part thereof then in such case the Housing Authority shall indemnify the Agency.

6.4 The Housing Authority shall furthermore at all times, including after the completion of the Housing Project, keep the Emphyteuta indemnified for and against all claims, losses, expenses, costs or liabilities which it may incur or sustain by virtue of the Housing Authority's use of the Property Sites under the Lease, including if the Property Sites are sub-leased to any third party, as well as its execution and implementation of the Housing Project, including claims for damages for or by reason of any injury and/or death of any person from any cause or causes whatsoever.

6.5 The Emphyteuta shall at all times keep the Dominus indemnified for and against all claims, losses, expenses, costs or liabilities which it may incur or sustain in connection with the Emphyteuta's obligations arising from the capital financing of the Social Housing Project as regulated by the Deed of Lease.

7. Permitted Uses

7.1 The *Emphyteuta* shall use the Property Sites exclusively for the Permitted Uses.

8. Compliance with Law and Other Obligations

8.1 The *Emphyteuta* shall, at its sole cost and expense, comply with all legislation, rules, regulations, and administrative orders applicable to Malta, now in force, or which may hereafter be in force, applicable to the Property Sites.

9. Improvements

9.1 On the termination of the Emphyteutical Grant by effluxion of time, or on the dissolution or rescission of the Emphyteutical Grant for any reason whatsoever the *Emphyteuta* shall have no right to compensation for any works and

improvements carried out on a Property Site and all such works and improvements shall accede to the Property Site and become the property of the *Dominus* without the right to compensation even on the expiration or termination of this Emphyteutical Grant. This stipulation is without prejudice to the rights competent to the Agency in terms of the Deed of Lease.

10. Surrender of the Property Sites

10.1 On the termination of the Emphyteutical Grant by effluxion of time, or on the dissolution or rescission of the Emphyteutical Grant for any reason whatsoever and by whoever, the *Emphyteuta* shall surrender to the *Dominus* the Property Sites together with all Immovable Things appertaining thereto whatsoever their value, with vacant possession, free and unencumbered, fully operational in a good state of repair, fair wear and tear excepted, according to law, save for any rights which may have been created by the Housing Authority in terms of the Deed of Lease and save for any default by the Housing Authority under the Deed of Lease. The *Emphyteuta* shall have no right to compensation whatever may be the cause of the termination, dissolution or rescission of the remaining period of the Emphyteutical Grant. This stipulation is without prejudice to the rights competent to the Agency in terms of the Deed of Lease.

11. Indemnity

11.1 The *Dominus* and the *Emphyteuta* shall indemnify and keep each other indemnified against and from all losses, damages, costs, expenses and liabilities, suffered by any party as a result of a breach by the other party (the “**Defaulting Party**”) of its obligations under this deed or as a result of the negligence, imprudence, want of attention or as a result of any act or omission constituting a breach of a duty imposed by law on the Defaulting Party.

12. Severability

12.1 If any part, clause or provision of this deed shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of law or other tribunal finds that any provision of this deed is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. Waivers

13.1 No waiver by any party (the “**Non-Defaulting Party**”) of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party (the “**Defaulting Party**”) of the same or any other breach. The Non-Defaulting Party’s consent to or approval of any act shall not be deemed to render unnecessary the obtaining of the Non-Defaulting Party’s consent to or approval of any subsequent act by the Defaulting Party.

13.2 Unless otherwise provided in this deed, no remedy or election hereunder shall be deemed exclusive but shall whenever possible be cumulative with all other remedies available at law.

13.3 Any waiver by a Party of any provision hereof shall be valid and enforceable between the relevant Parties if made in writing without the need of any other formality or registration.

14. Entire Agreement

14.1 Each party hereto acknowledges that (i) this deed contains the entire agreement between them with respect to any matter mentioned herein and that no other prior agreement, understanding or document, pertaining to any such matter is effective and (ii) it has not relied upon any oral or

written representation made to it by the other party or by the latter's employees, servants or agents, save as otherwise specifically stated in this deed.

15. Lease

15.1 The Parties agree that it is a fundamental condition of this Emphyteutical Grant that the Parties enter into the Deed of Lease.

15.2 This Emphyteutical Grant is subject to the resolute condition that it shall be automatically rescinded if the Lease is terminated or rescinded or ceases to have effect for any reason. In the case of a partial termination of the Lease this Emphyteutical Grant shall automatically be partially terminated accordingly that is with regard to that part of the Property Sites being the object of the partial termination of the Lease. The Parties irrevocably and reciprocally undertake to appear on the relative deed of rescission or partial rescission as the case may be. This stipulation is without prejudice to the rights competent to the Agency in terms of the Deed of Lease.

16. Applicable Law and Jurisdiction

16.1 This deed shall be read, governed by and construed according to the Laws of Malta.

17. Notices

17.1 Unless otherwise expressly provided in this deed, any notice, notification or other communication under or in connection with this deed shall be in writing and shall be delivered by hand or by registered mail to the relevant party at the relevant address for service set out below or to such other address in Malta as each party may specify by notice in writing to the other party to the deed:

Agency: Orange Grove, Birbal Street, Balzan BZN 9013;

Housing Authority: twenty two (22), Triq Pietro Floriani, Floriana FRN 1060;

17.2 Any such notice or other communication shall be deemed to have been served on the party to whom it is addressed as follows:

- i. if sent by hand or recorded delivery when so delivered;
- ii. if sent by pre-paid first class post from and to any place within Malta, three days after posting, unless otherwise proven.

17.3 For the avoidance of doubt, it is agreed that these provisions do not apply to judicial acts filed in the Courts of Malta which will be served in accordance with applicable Court procedures and service of such judicial acts shall be deemed to have been made in terms of law.

18. Costs

18.1 Notarial fees and expenses payable upon publication of this deed shall be paid by the Housing Authority.

18.2 Each Party shall be responsible for the payment of the fees of its own advisors.

Statutory Declarations

For the purposes of the Immovable Property (Acquisition by Non-Residents) Act, Chapter two hundred and forty six (246) of the Laws of Malta (the “**AIP Act**”) the

representatives of the Agency declare that the Agency qualifies to acquire the temporary *dominium utile* of the Property Sites acquired on this deed without the necessity of obtaining a permit under the AIP Act and that they are making this declaration after I the undersigned Notary warned them of the importance of the truthfulness and of the consequence in the case of false or erroneous declarations.

For the purposes of the Duty on Documents and Transfers Act, Chapter three hundred and sixty four (364) of the Laws of Malta:

The Housing Authority acquired the Property Sites in terms of the legal notices listed in the schedule attached to this deed and marked document letter 'A';

As per the letter dated 28 December 2020 sent by the Ministry for Finance and Employment, no duty on documents is payable by the Agency.

For the purposes of the Income Tax Management Act, Chapter three hundred and seventy two (372) of the Laws of Malta and the Income Tax Act, Chapter one hundred and twenty three (123) of the Laws of Malta that no property transfer tax is due on this Emphyteutical Deed.

The Parties authorise the undersigned Notary to submit on their behalf any declaration with the Land Registrar attesting their consent to the submission of any plan in original and or their agreement with any plan already submitted with the Land Registrar with any application or attached to any certificate of title insofar as any any Property is concerned.

For the purposes of the Examination of Title Regulations, Subsidiary Legislation fifty five point zero six (S.L.55.06) of the Laws of Malta pursuant to article eighty four 'C' (84C) of the Notarial Profession and Notarial Archives Act, Chapter fifty five (55) of the Laws of Malta, I the undersigned Notary declare that in terms of regulation four sub-regulation 'e' (4(e)) of Subsidiary Legislation 55.06, the undersigned Notary *isipso iure* exempt from

examining title to the Property Sites, after having informed the Parties of the implications of this exemption.

List of Documents

Since the documents annexed to this deed are more than five (5), a list of the annexed documents is also annexed to this deed as a document marked with the letter "X" for the signature of the parties in lieu of the documents themselves as allowed by law.

This deed has been done, read and published by me the undersigned Notary after I explained the contents hereof to the Parties hereto according to the law in Malta

#

No.

Lease

Before me, Doctor of Laws Marco Burlo', a Notary Public, duly admitted and sworn, have personally appeared and identified themselves according to law, by means of the hereunder mentioned official documents:

Of the one part:

Robert John Ducker, Chairman of the Housing Authority, son of the late Robert Ducker and the late Maria Ducker nee Tabone, born in Lincolnshire, United Kingdom on the 5th November 1955 and residing at Mosta, holder of identity card number 109183M, who appears on this deed in the name and on behalf of the **Housing Authority**, a body corporate established in terms of the Housing Authority Act (hereinafter referred to as the "**Housing Authority**" or the "**Authority**"), duly authorised for the purpose in terms of the Housing Authority Act.

Of the other part: David Curmi, Chairman National Development Social Fund, a son of Joseph Curmi and Ophelia Curmi nee Sammut, born in Hamrun on the 29th July 1959 and residing at Rabat Malta, holder of identity card number 477759M AND Raymond Ellul , Chief Executive Officer National Development Social Fund, a son of John Ellul and Joan Yvonne Ellul nee Briffa, born in Pieta on the 8th October 1960 and residing at Tarxien, holder of identity card number 687160M who appear on this deed for and on behalf of the **National Development and Social Fund**, an agency established by the NDSF Order (hereinafter referred to as the

“Agency”) as duly authorised for this purpose in terms of the NDSF Order.

Definitions

In this deed, unless the context or the subject otherwise require, and in addition to any other definitions contained elsewhere in this deed, the following terms shall have the following meanings respectively assigned to them:

“**Agreement**” means the project management agreement entered into today by the Agency and the Housing Authority with regard to the development of the Property Sites.

“**Blocks of Apartments**” means the blocks of apartments forming part of the Residential Blocks and which overlie the Garage Complexes and each a “**Block of Apartments**”.

“**Buildings**” means the Residential Blocks and the public and community services and utilities and other buildings and services ancillary thereto referred to collectively.

“**Development Brief**” means the document commissioned by the Agency detailing the development analysis and principles and the design, construction and finishing framework of the improvements to be developed over the Property Sites or a Property Site.

“**Garage Complexes**” means the garage complexes forming part of the Residential Blocks and which underlie the Blocks of Apartments and each a “**Garage Complex**”.

“**Housing Authority Act**” means the Housing Authority Act, Chapter two hundred and sixty-one (261) of the laws of Malta

“**Immovable Things**” means all buildings, structures, developments, infrastructure, facilities, installations, equipment, plant and machinery and other improvements, now existing, or which in the future shall exist, within the boundaries of a Property Site, whether installed, constructed

or erected on, in or under the relative Property Site or which otherwise appertain to the Property Site but to the extent only that they are considered immovable things in terms of the Civil Code, Chapter sixteen (16) of the Laws of Malta and whether such buildings, structures, developments, infrastructure, facilities, installations, equipment, plant and machinery and other improvements are mentioned or otherwise in the description of that Property Site in these Definitions.

“**Land Registry**” means the office in Malta constituted by virtue of the Land Registration Act, Chapter two hundred and ninety-six (296) of the laws of Malta, for the purposes of registration of title to land.

“**Lease**” means the lease of the Property Sites by the Agency to the Housing Authority granted by virtue of this deed.

“**Lessee**” means the Housing Authority and, where the context permits, includes any sub-leasee or other person who shall occupy any part of the Buildings under a valid title from the Housing Authority.

“**Lessor**” means the Agency and, where the context permits, includes the *pro tempore* utilista of the Property Sites or of a Property Site in respect of that Property Site.

“**NDSF Order**” means the National Development and Social Fund (Establishment as an Agency) Order subsidiary legislation five hundred and ninety five point one two (S.L. 595.12).

“**Parties**” means the Housing Authority and the Agency referred to collectively and each a “**party**”.

“**Permitted Uses**” means the use of the Property Sites for social accommodation purposes and to meet Malta's most pressing social housing requirements and public and for community services / utilities ancillary thereto in the implementation of the Social Housing Project. The words ‘Permitted Uses’ exclude by definition the use of the Property Sites or any part thereof for the purposes of affordable housing.

“**Planning Authority**” means the authority established under article five (5) of the Development Planning Act chapter five hundred and fifty-two (Chap. 552) of the laws of Malta or its successor in title.

“**Property Site**” means any one of the Property Sites.

“**Property Sites**” means the property sites which form the object of the Emphyteutical Grant and consist of the following:

- i. QRD D : the plot of land measuring approximately two hundred and thirty five square meters (235 m²) situated in **Qrendi**, bounded the north east by Triq l-Angovini and on the north-west by property of unknown third-parties on all other sides by property of the Government of Malta, as shown marked on a plan attached to the Deed of Temporary Emphyteusis and marked “P1”, free and unencumbered with all its rights and appurtenances;
- ii. QRD E : the plot of land measuring approximately seven hundred and eighty-seven square metres (787m²) situated in **Qrendi**, bounded on the north west in part by Triq Filippu Gutenberg, in part by property of unknown third parties and in part by Triq il-Konvoj 1942, and north and north east by Triq il-Konvoj 1942, as shown marked on a plan attached to the Deed of Temporary Emphyteusis and marked “P2”, free and unencumbered with all its rights and appurtenances;
- iii. ZBG C : the plot of land measuring approximately one hundred and forty eight square meters (148 m²) situated in **Haz-Zebbug**, Malta, bounded on the east by Triq l-Indipendenza and on all other sides by property of unknown third parties, as shown marked on a plan attached to the Deed of Temporary Emphyteusis and marked “P3”, free and unencumbered with all its rights and appurtenances;

- iv. ZBG D the plot of land measuring approximately one thousand four hundred and ninety square meters (1490 m²) situated in **Haz-Zebbug** Malta, bounded on the north west by Triq Serafin Tanti, on the south west by a prolongation of Triq Luigi Fontana and on the south east by Triq Has-Sajd, as shown marked on a plan attached to the Deed of Temporary Emphyteusis and marked "P4", free and unencumbered with all its rights and appurtenances;
- v. SGW B : the plot of land measuring approximately four thousand three hundred and eighty nine square meters (4,389 m²) situated in **Siggiewi** bounded on the west by Triq Nicola Bonello, on the north west by Triq Monsinjur F.X. Mansion and on the south east by Triq Dun Anton Vella as shown marked on a plan attached to the Deed of Temporary Emphyteusis and marked "P5", free and unencumbered with all its rights and appurtenances;
- vi. SGW C : the plot of land measuring approximately two hundred and fifty five square meters (255 m²) situated in **Siggiewi**, bounded east by Triq id-Demnuq and on all other sides by property of unknown third parties as shown marked on a plan attached to the Deed of Temporary Emphyteusis and marked "P6", free and unencumbered with all its rights and appurtenances;
- vii. SGW D : the plot of land measuring approximately one thousand two hundred and eighty square meters (1280 m²) situated in **Siggiewi** bounded on the north by Triq Blat il-Qamar, on the south by Triq it-Tank and on the south west by property of Alfred Briffa, as shown marked on a plan attached to the Deed of Temporary Emphyteusis and marked "P7", free and unencumbered with all its rights and appurtenances;

- viii. PLA B : the plot of land measuring approximately one hundred square meters (100 m²) situated in **Paola** bounded on the north west by Triq Carmelo Robinich, on the south by Triq tax-Xewk and on all other sides by property of unknown third parties as shown marked on a plan attached to the Deed of Temporary Emphyteusis and marked "P8", free and unencumbered with all its rights and appurtenances;
- ix. PLA A : the plot of land measuring approximately one hundred and ten square meters (110 m²) situated in **Paola** bounded on the south east by Triq Salvatore Imbroll, on the south west by Triq tax-Xewk and on all other sides by property of unknown third parties as shown marked on a plan attached to the Deed of Temporary Emphyteusis and marked "P9", free and unencumbered with all its rights and appurtenances;
- x. KRP E : the plot of land measuring approximately two thousand five hundred square meters (2500 m²) situated in **Hal-Kirkop** bounded on the south by Triq il-Karwija, on its northernmost side by Triq l-Imdina and on the west in part by Triq San Pietru and in part by property of unknown third parties, as shown marked on two plans attached to the Deed of Temporary Emphyteusis and marked "P10A" and "P10B" free and unencumbered with all its rights and appurtenances;
- xi. LQA B : (a) the plot of land measuring approximately two thousand six hundred and thirty square meters (2630 m²) situated in **Hal-Luqa**, bounded on the east by Triq Wied il-Knejjes, on the north by Triq il-Karmnu Alley four (4), and on the south by property of the Government of Malta administered by the Joint Office, shown marked on a plan attached to the Deed of Temporary Emphyteusis and marked "P11A", free and unencumbered with all its rights and appurtenances;

LQA B : (b) the plot of land measuring approximately ninety four square meters (94 m²) situated in **Hal-Luqa**, bounded on the west and south west by Triq Wied il-Knejjes, south east by Triq Andre Vassallo shown marked on a plan attached to the Deed of Temporary Emphyteusis and marked "P11B", free and unencumbered with all its rights and appurtenances;

xii. MLH A : the plot of land measuring approximately two hundred and twenty nine square meters (229 m²) situated in **Mellieha**, bounded on the north east and east by Triq Napuljun Caruana Dingli and on the south by property of the Government of Malta, shown marked on a plan attached to the Deed of Temporary Emphyteusis and marked "P 12", free and unencumbered with all its rights and appurtenances;

xiii. ZBR A : the plot of land measuring approximately

(_____ m²), situated in **Haz-Zabbar**, bounded on the south west by Triq il-Krexxuni (at times referred to as bounded on this side by Triq il-Karmnu) on the south east in part by Triq il-Hawt and in part by property of unknown third parties, and on the north east by property of unknown third parties, shown marked on a plan attached to the Deed of Temporary Emphyteusis and marked "P15", free and unencumbered with all its rights and appurtenances;

with regard to each of the Property Sites:

i. reference to the boundaries shall be deemed to include the words 'or more accurate boundaries' and any reference to a person (physical or legal), entity and Government of Malta shall be deemed to include the words 'or successors in title';

- ii. excluded from the transfer executed by this deed are all road areas fronting the Property Sites provided that such road areas shall be subject to the right of access and passage at all times and by all means in favour of the respective Property Sites.

“Public Registry” means the office in Malta constituted by virtue of the Public Registry Act Chapter fifty-six (56) of the laws of Malta for the purposes of registration of causes of preference among creditors for the enrolment of acts requiring registration in order to have effect in regard to third parties, and for all other registrations required by law.

“Rent” means the rent payable by the Housing Authority to the Agency as set out in terms of clause five point one (5.1) of this deed.

“Reserve Property Sites” means the following divided portions of land namely:

- i. QRM A : the plot of land in the district known as ‘Tal-Blat’, having a frontage on Valletta, Road Qormi measuring approximately one thousand eight hundred and ten square meters (1,810 m²) or any divided portion thereof but excluding any road area;
- ii. the two plots of land situated opposite one another on the two sides of Triq is-Sikka, Marsaskala, and both having another frontage on Triq Thomas Ashby, one having an area of approximately one thousand one hundred and eighty square meters (1,180 m²) lying on the west of Triq is-Sikka and the other having an area of approximately five hundred and five square meters (505 m²) lying on the east of Triq is-Sikka or any divided portion thereof but excluding any road area;
- iii. the plot of land of a triangular shape measuring approximately seventy square meters (70m²) in Triq il-Hawt Haz-Zabbar or any divided portion thereof but excluding any road area.

“Residential Blocks” means the Blocks of Apartments and the Garage Complexes constructed over the Property Sites as part of the Social Housing Project and each a **“Residential Block”**.

“Residential Units” means the apartments comprised in any of the Residential Blocks and **“Garage Units”** means the garages and/or car parking spaces comprised in any of the Garage Complexes and each a **“Residential Unit”** and a **“Garage Unit”** respectively.

“Social Housing Project” means the construction, finishing furnishing (where applicable) and allocation of the Buildings in general and the Residential Blocks in particular for the purposes of social housing and related facilities and amenities to be undertaken by the Housing Authority and financed by the Agency.

“Term” means the term of the Lease as set out in clause four point one (4.1) of this deed.

Construction and Interpretation

1. In this deed, unless the context or the subject otherwise require:

a) words importing the masculine gender shall include the feminine gender and vice-versa and words importing the neuter gender shall include the masculine and the feminine gender;

b) references to a Recital, Part, heading, section, clause, paragraph, document or schedule is to a Recital, Part, heading, section, clause, paragraph, document or schedule of or annexed to this deed;

c) references to a person include references to any person, whether natural or legal and whether registered or not and whether incorporated or unincorporated, and includes (without limitation) an undertaking and this irrespective of citizenship, place of registration, residence or management;

d) any reference to any law shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force and to include any subordinate legislation, legal notices, rules, regulations, orders, notices, directions, consents or permissions (together with any conditions attaching to any of the foregoing) made thereunder;

f) any reference to any right or reservation exercisable by or for the benefit of any party will be deemed to include the exercise of such right or reservation by any person or persons authorised by such party, and further, such right or reservation may be exercised with agents, employees, professional advisers, workmen, contractors and others;

g) the word "**Agency**" when used in this deed refers to National Development and Social Fund only and does not include the *pro tempore* lessor of a Property Site who is not the National Development and Social Fund;

h) the words "**Housing Authority**" and "Authority" when used in this deed refers to Housing Authority only and does not include the sub-lessee or any other person occupying any part of the Buildings under a valid title from the Housing Authority.

2. The headings in this deed are inserted for convenience only and do not affect its construction.

3. The documents annexed to this deed shall be and be construed to form a substantial and integral part of this deed and any reference to this deed shall include a reference to the said documents.

4. The Development Brief consolidates the findings of an assignment carried out by the Agency which objectives were to optimise the proposed development, seek the best utilisation of the Development Sites and establish the building performance criteria. It defines the best practice for the development of the sustainable social housing financed under this initiative. Whilst maximising land use to boost development potential and improve cost effectiveness, the development brief seeks to promote an acceptable standard of environment and amenity for the residents, ensure an appropriate balance between maximisation of the housing population and the capacity of infrastructure required to service it; and maintain an efficient intensity of land use and safe levels of development and population. It provides a construction and fit-out guideline based on the expected performance criteria of social housing buildings for a healthy and comfortable indoor climate, with the intention to specify the exacting requirements for buildings as covered by recognised standards and guidelines to ensure coherency across the whole development portfolio.

RECITALS

Whereas: -

(A) The Government has embarked on a massive social housing project;

(B) the principal function of the Housing Authority is to develop, to promote and finance the development of, and to administer, housing estates and other residential and commercial accommodation and related facilities and amenities, to promote and finance home ownership and generally to

improve housing conditions in Malta; in particular, as stated in its mission statement the Housing Authority, through social housing, aims to help provide life solutions to those who really need it;

(C) one of the functions of the Agency is to “assist initiatives to provide for the social housing needs of the population and to combat social exclusion”;

(D) the Housing Authority in fulfilment of its function and mission statement will be implementing part of the Government’s social housing project by the execution of the “**Social Housing Project**”;

(E) By virtue of a deed in my records of today (the “**Deed of Temporary Emphyteusis**”) the Housing Authority has transferred the Property Sites to the Agency by title of temporary emphyteusis and in turn the Agency has agreed to lease back and grant possession of the Property Sites to the Housing Authority for the specific purpose of undertaking Social Housing Project;

(F) **The Agency has agreed to advance the sum of** sixty million Euro (€60,000,000), inclusive of value added tax on services and materials, costs and professional fees associated with the Social Housing Project,,

– which may be increased by ten per cent (10%) in the case of an overrun of the costs, which total sum of sixty six million Euro (€ 66,000,000) shall then be definite and shall constitute the maximum sum which may be advanced by the Agency - to the Housing Authority for the specific purpose of enabling the Housing Authority to implement the Social Housing Project ;

Now therefore, by virtue of this deed:

1. **Grant by Title of Lease**

1.1 By virtue of this deed, the Agency hereby grants by title of lease to the Housing Authority which accepts and acquires by the same title of lease, the Property Sites for the Term and for the

consideration and upon the terms and conditions set out and contained in this deed.

2. The Property Sites

2.1 The Parties agree that:

- i. The Property Sites are hereby granted on lease with all their respective rights and appurtenances including (save as otherwise stated in the definition of the Property Sites) the spaces above and the spaces underlying the Property Sites.
- ii. The Property Sites include all the Immovable Things, which now or in the future shall appertain or be constructed over or under the Property Sites.
- iii. The Property Sites (*as dominant tenement*) are hereby granted as enjoying the existing easements which arise from the position of the Property Sites in relation to other properties which are adjacent to or overlie or underlie the Property Sites (*as servient tenement*).
- iv. The Property Sites (*as servient tenements*) are hereby granted as subject to the existing easements which arise from the position of the Property Sites in relation to other properties which are adjacent to or overlie or underlie the Property Sites (*as dominant tenements*).
- i. The Property Sites are hereby being leased and handed over to the Housing Authority as received by the Agency in terms of the Deed of Temporary Emphyteusis. 2.2 Save for the terms and conditions stipulated in the Deed of Temporary Emphyteusis, and the special privilege in favour of the Housing Authority arising from the Deed of Temporary Emphyteusis, , and save as otherwise stated on this deed and subject to the terms and conditions of this deed, the Property Sites are hereby granted and acquired as free and

unencumbered and as such also as free from any other burdens, ground-rents and other easements, hypothecs, privileges), charges, cautions, any third party rights whether real or personal and of whatever type or nature and as free from any litigation, threatened or otherwise and with immediate vacant possession in favour of the Housing Authority.

3. Terms and Conditions

3.1 This Lease is governed by the terms and conditions set out in this deed and, except to the extent lawfully excluded or modified hereby, also by the provisions of the Civil Code, Chapter sixteen (16) of the Laws of Malta.

4. Term

4.1 The Lease is made and accepted for a period of sixty five (65) years commencing from the date of publication of this deed.

5. Consideration

5.1 Rent

5.1.1 The Lease is made and accepted in consideration of the Rent of fifty thousand Euro (€ 50,000).

5.1.2 The Rent is payable by the Lessee to the Lessor yearly in advance as from the date of publication of this deed until the expiry or earlier termination of this Lease.

5.2 Premium

- 5.2.1 No premium is due in consideration of this Lease.

5.3 Capital Finance

- 5.3.1 Without prejudice to Clause 5.3.7 of this Agreement, the Agency undertakes to advance to the Housing Authority in the manner to be agreed upon by the Parties the sum of sixty million euro (€60,000,000) (the “**Capital Finance**”).

The Capital Finance may be increased by a maximum of ten per cent (10%) in the case of justifiable cost overruns – and strictly for the specific purpose of enabling the Housing Authority to implement the Social Housing Project (the “**Additional Capital Finance**”);

Provided however that any request for Additional Capital Finance shall be properly substantiated, to the satisfaction of the Agency, by final bills of quantities, and in any case, any request for Additional Capital Finance shall be subject to the Agency’s approval;

Provided further that Value Added Tax and other taxes, duties and charges imposed on services and materials procured by the Housing Authority to implement the Social Housing Project shall not constitute cost overruns, and therefore the

Housing Authority shall under no circumstances be entitled to seek further funding to cover any taxes, duties and charges for services procured to implement the Social Housing Project.

5.3.2 On the termination of the Lease by the effluxion of time the Housing Authority shall be obliged and hereby undertakes to repay to the Agency the Capital Finance plus a return on the Capital Finance calculated in the manner shown on the schedule attached to this deed and marked document letter "A" (the "**Investment Return**").

5.3.3 Save for the provisions of clause 5.3.4, if after the Completion Date (as defined hereunder), the Lease is terminated before the expiry of the Term for any reason not imputable to the Agency with regard to a Property Site or part of a Property Site, or if a Property Site or part of a Property Site is not used for the Permitted Uses (in both instances the "**Excluded Property Site**") the Housing Authority will be obliged to pay a proportionate part of the Capital Finance and Investment Return calculated (i) on the period running from the Completion Date (as defined hereunder) up to the date of the termination of the Lease of the Excluded Property Site in proportion to the whole period of the Lease; and (ii) the value of the Gross Floor Area of the Excluded Property Site calculated on the basis of the Development Brief.

5.3.4 Notwithstanding the generality of clause 5.3.3 no repayment or payment of the Capital Finance or Investment Return will be due by the Housing Authority to the Agency if the Lease is terminated as a result of Force Majeure.

For the purposes of this clause:

- a. **“Completion Date”** means the date when the architect of the Housing Authority shall certify that the Social Housing Project in its entirety has been completed that is when all the Property Sites have been developed, constructed and finished and are ready for allocation and occupation.
- b. **“Gross Floor Area”** means the whole floor space of a building taking each level into account measured within the centre line of the external walls or the common party walls.
- c. **“Force Majeure”** means any act, event or circumstance which is beyond the reasonable control of a party and which is not insurable with an insurance company of repute and good standing, and which makes that party’s performance of its obligations under this contract impossible, or so impractical as to be considered impossible under the circumstances.

5.3.5 In warranty of the payment of the Capital Finance and the Investment

Return the Housing Authority hereby constitutes in favour of the Agency which accepts a special hypothec over directum dominium for the period of sixty five (65) years with effect from today and the absolute ownership for after the termination of the temporary emphyteusis granted by means of the Deed of Temporary Emphyteusis over the Property Sites. Solely for the purposes of the registration of the special hypothec at the Land Registry and the Public Registry the Parties have agreed on the sum one hundred and twenty six million and eighteen thousand one hundred and twenty eight Euro (€126,018,188)

5.3.6 For the avoidance of doubt the Housing Authority shall only have the obligation to repay that part of the Capital Finance which would have been effectively advanced by the Agency and received by the Housing Authority together with the proportionate Investment Return.

5.3.7 A sum equivalent to the costs and professional fees owed to the Project Monitor (described in clause 8.7 of this Agreement) shall be deemed to be a project cost and therefore be deducted by the Agency from the Capital Finance.

6. Deed of Emphyteusis

6.1 The Lease is subject to all the terms and conditions of the Deed of Temporary Emphyteusis. The

groundrent burdening the Property Sites shall remain payable by the Agency.

7. Permitted Uses

7.1 The Lessee shall use the Property Sites exclusively for the Permitted Uses.

8. Improvements

8.1 The Lessee shall construct on the Property Sites improvements consisting of the Buildings, financing such construction with the Capital Finance. It is a condition of the Lease and of the Capital Finance that such Buildings:-

- i. are constructed in accordance with existing development, sanitary and environmental laws and regulations;
- ii. are constructed under the supervision of a *Perit* with materials of good commercial quality and according to custom and trade;

The Housing Authority is obliged to develop the designated Units and Gross Floor Area as outlined in the Development Brief;

provided that :

- a. If for reasons not imputable to the Housing Authority or to its contractors or subcontractors either the Capital Finance shall not be sufficient to finance the construction and completion of all the Buildings, or there results material cost overruns that risk overshooting the Capital Finance, the Housing Authority and the NDSF shall reassess the costings of the whole Social Housing Project on a Property Site by

Property Site basis in an attempt to realign as far as possible the expenditure and costs with the Development Brief and, should this exercise prove impossible, re-evaluate costs and the potential number of units and align the planned expenditure with the Capital Finance

- b. the Housing Authority shall not be obliged to finance de proprio any part of the expenditure or costs necessary for the construction and finishing of the Buildings, as long as it adheres to the obligations undertaken by it in favour of the NDSF by virtue of this deed.
- iii. are used for the sole purpose of the Permitted Uses;
- iv. shall not cause damage to existing public services passing through, under or above the Property Sites and when damage is caused or the temporary removal is necessary the Housing Authority shall be bound to re-instate same as soon as possible.

8.2 The Residential Blocks shall be completed and be ready for allocation substantially within the time-frames stipulated in the document attached to this deed marked "B", save for Force Majeure as defined in clause 5.3.4.

8.3 Save for the disposition of clause 8.1 (iii), the Residential Blocks must be substantially constructed and completed according to the criteria set forth in the Development Brief

- 8.4 The uppermost floor of the Residential Blocks must be a recessed floor.
- 8.5 All the Residential Blocks must be in line with the Development Brief.
- 8.6 On the termination of the Lease for any reason whatsoever, any improvements carried out on a Property Site or any one of them shall remain to the sole benefit of the Housing Authority as direct owner of the Property Sites or Property Site in question and as absolute owner of the Property Sites or Property Site in question for after the termination of the temporary emphyteusis granted by the Deed of Temporary Emphyteusis, save for the obligation of the Housing Authority to pay the Agency the Capital Finance and the Investment Return in accordance with clause 5.3.2 and 5.3.3 of this deed.
- 8.7 The Agency shall have the right to appoint a Project Monitor to monitor the development and implementation of the Social Housing Project on its behalf, in accordance with the mandatory provisions of an appropriate guidance in the current Royal Institution of Chartered Surveyors (RICS) Professional Standards and Project Monitoring Instructions. The Project Monitor shall be a qualified and skilled individual, and/or a body of skilled and qualified persons, having experience in monitoring developments of similar scale, value and amenity to the Social Housing Project. The Project Monitor's role shall be to monitor every stage of the Social Housing Project to ensure that the objectives set out in the Development Brief are fully observed and implemented. The costs and **professional fees attributable to the Project Monitor shall be deducted by NDSF from the Capital Finance in terms of Clause 5.3.7.**

9. The Agency's Right of Use

9.1 On the completion or extension of each Residential Block (in this deed also referred to as the "**Completed Block**") the Housing Authority will be obliged and hereby undertakes to grant to the Agency the right of use of a divided part of the uppermost roof of the Completed Block (in this deed the "**NDSF Right of Use**"), to be used solely for the purposes of installation of solar energy panels (in this deed the "**SEP**").

9.2 The NDSF Right of Use shall be governed and regulated by the following conditions: -

- a. The obligation of the Housing Authority shall be subject to the certification of the architect engaged by the Housing Authority, by which he or she certifies, in conjunction with the Agency's Project Monitor, that there is adequate space on the roof of the Completed Block or on the roof of the additional storeys constructed at any future date over a Completed Block for the installation of the SEP and such portion of the roof and the extent thereof shall be identified and determined by the architect engaged by the Housing Authority.
- b. The NDSF Right of Use shall be solely and exclusively for the period of the Lease.
- c. the NDSF Right of Use shall be gratuitous.
- d. The Agency may only exercise the NDSF Right of Use for the purpose of installing, maintaining and operating the SEP.
- e. The Agency shall have the right of access at reasonable times of the day to the SEP for the purpose of maintenance and repairs of the SEP.
- f. The Agency shall be solely and exclusively responsible for the maintenance of the

divided portion of the roof over which the NDSF Right of Use shall be exercised as well as for the repair and reinstatement of any damage caused by the SEP or by the employees, agents and assignees of the Agency.

- g. The Agency shall have the right to assign the NDSF Right of Use to third parties in whole or in part solely and exclusively for the period of the Lease, provided that such assignment shall be done with the prior written consent of the Housing Authority, which consent may not be unreasonably withheld.
- h. The NDSF Right of Use shall be without prejudice to the Housing Authority's right to construction additional storeys on any Completed Block.
- i. The NDSF Right of Use shall not constitute a servitude or a real right.

10. Maintenance and Repairs

10.1 The Lessee shall be bound, at its sole cost and expense, to carry out all preventive and remedial maintenance as well as all ordinary and extraordinary repairs of whatever kind and nature which may be necessary in connection with the Property Sites and the Buildings.

11. Compliance with Law and Other Obligations

11.1 The Lessee shall, at its sole cost and expense, comply with all legislation, rules, regulations, and administrative orders applicable to Malta, now in force, or which may hereafter be in force, applicable to the Property Sites and the Buildings.

11.2 The Lessee shall be bound to carry out all obligations in respect of the Property Sites and the

Buildings imposed on the owners of immovable property and the Agency shall not be bound under any circumstance to contribute to the expense required for the carrying out of any such obligations whatever may be the amount of such expense and whatever may be the remaining period of the Lease when such obligations fall due to be carried out.

1.1 All bills, charges and taxes relating to the Property Sites and the Buildings, including deposits, fees charges for water, electricity, drainage, telephone and any other service or utility used in or upon or furnished to the Property Sites as well as any taxes imposed on the owners of property, shall be paid exclusively by the Lessee.

12. Antiquities

12.1 The Lessee shall give immediate notice to the relevant authority in terms of law of the discovery of any antiquities, objects or monuments of local, antiquarian or archaeological importance on the Property Sites (including all old remains such as caves, tombs, wells, stonewalls, pottery, coins, bones and other objects of a similar nature) that the Lessee may discover on the Property Sites.

12.2 On obtaining information of any such discoveries, the Agency shall have the right of access to any part of the Property Sites to which these finds purport to relate for the purpose of inspecting these finds and on ascertaining the existence thereof, the Agency shall have the right to terminate the Lease in respect only of the parts of the Property Sites where these finds are or may be found.

12.3 In any such case, the Lessee shall have the right to demand that the termination of the Lease be extended to the whole of the Property Sites (or any one of them) if it is shown that the remaining part of the Property Sites (or any one of them), after

detaching the said parts where the finds are or may be found, would not be suitable for the purpose for which it was acquired.

13. Insurance and Indemnification

13.1 During the course of the construction and finishing works of the Buildings the Housing Authority shall be obliged to maintain or impose the obligation on the contractors employed for such purpose to maintain a contractor's all risks insurance policy with the Agency's interest noted thereon.

13.2 The Housing Authority binds itself to keep the Property Sites and all improvements constructed thereon insured against all normal risks with a reputable insurance company for the whole term of the Lease and to have the Agency's 's interest noted on the relative insurance policies.

13.3 The Housing Authority shall at all times, including after the completion of the Social Housing Project, keep the Agency indemnified for and against all claims, losses, expenses, costs or liabilities which it may incur or sustain by virtue of the Housing Authority's use of the Property Sites, including after the Property Sites are allocated or sub-leased, as well as its execution and implementation of the Social Housing Project, including claims for damages for or by reason of any injury and/or death of any person from any cause or causes whatsoever.

14. Assignment

14.1 The Housing Authority may not assign or transfer the Lease to third parties and, save for the provisions of the immediately following sub-clause 14.2 may not sublet the Property Sites or the Buildings.

14.2 Notwithstanding the provisions of the immediately preceding sub-clause 14.1 the Housing Authority may in its exclusive discretion

grant on sub-lease or allocate the Buildings for the sole purposes contemplated in the Social Housing Project and the Permitted Uses.

15. Severability

15.1 If any part, clause or provision of this deed shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of law or other tribunal finds that any provision of this deed is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. Waivers

16.1 No waiver by any party (the “**Non-Defaulting Party**”) of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party (the “**Defaulting Party**”) of the same or any other breach. The Non-Defaulting Party’s consent to or approval of any act shall not be deemed to render unnecessary the obtaining of the Non-Defaulting Party’s consent to or approval of any subsequent act by the Defaulting Party.

16.2 Unless otherwise provided in this deed, no remedy or election hereunder shall be deemed exclusive but shall whenever possible be cumulative with all other remedies available at law.

16.3 Any waiver by a Party of any provision hereof shall be valid and enforceable between the relevant Parties if made in writing without the need of any other formality or registration.

17. Entire Agreement

17.1 Each party hereto acknowledges that (i) this deed contains the entire agreement between them with respect to any matter mentioned herein and that no other prior agreement, understanding or document, pertaining to any such matter is effective and (ii) it has not relied upon any oral or

written representation made to it by the other party or by the latter's employees, servants or agents, save as otherwise specifically stated in this deed.

18. Applicable Law and Jurisdiction

18.1 This deed shall be read, governed by and construed according to the Laws of Malta.

19. Notices

19.1 Unless otherwise expressly provided in this deed, any notice, notification or other communication under or in connection with this deed shall be in writing and shall be delivered by hand or by registered mail to the relevant party at the relevant address for service set out below or to such other address in Malta as each party may specify by notice in writing to the other party to the deed:

Agency: Orange Grove, Birbal Street, Balzan BZN 9013;

Housing Authority: twenty two (22), Triq Pietro Floriani, Floriana FRN 1060;

19.2 Any such notice or other communication shall be deemed to have been served on the party to whom it is addressed as follows:

- i. if sent by hand or recorded delivery when so delivered;
- ii. if sent by pre-paid first class post from and to any place within Malta, three days after posting, unless otherwise proven.

19.3 For the avoidance of doubt, it is agreed that these provisions do not apply to judicial acts filed in the Courts of Malta which will be served in accordance with applicable Court procedures and service of such judicial acts shall be deemed to have been made in terms of law.

20. Costs

20.1 Notarial fees and expenses payable upon publication of this deed shall be paid by the Housing Authority

20.2 Each Party shall be responsible for the payment of the fees of its own advisors, with the exception of the costs and professional fees due to the Project Monitor in terms of Clauses 5.3.7 and 8.7

21. Reserve Sites

21.1

In the event that the Development Costs Estimates (as described hereunder) completed by the Housing Authority are less than the Capital Finance, any excess amount (the "Surplus") shall be also be advanced by the Agency to the Housing Authority for the purpose of developing the Reserved Sites or any part thereof for the purposes of social accommodation.

The Reserved Sites and the improvements built thereon or on any part thereof shall form part of the Social Housing Project and shall be regulated by the same terms and conditions set out in this deed and in the Deed of Temporary Emphyteusis.

Prior to utilising any part of the Surplus, the Housing Authority shall transfer to the Agency by title of temporary emphyteusis, for a term that shall expire 65 years from the date of this Deed of Lease, the Reserved Sites (or any part thereof) to be developed for the purposes of the Social Housing Project under the same terms and conditions as those regulating the Property on the Deed of Temporary Emphyteusis and the Agency shall lease back the Reserved Sites or any part thereof so acquired to the Housing Authority for a term that shall expire 65 years from the date of this deed and under the same terms and conditions contained in this Deed of Lease and the relative groundrent and rent and Capital Finance

shall remain unaltered and fixed as those resulting from this deed and the Deed of Temporary Emphyteusis. The stipulations contained in this paragraph are subject to the condition that the title to the Reserved Sites or that part thereof to be transferred to the Agency shall be in order.

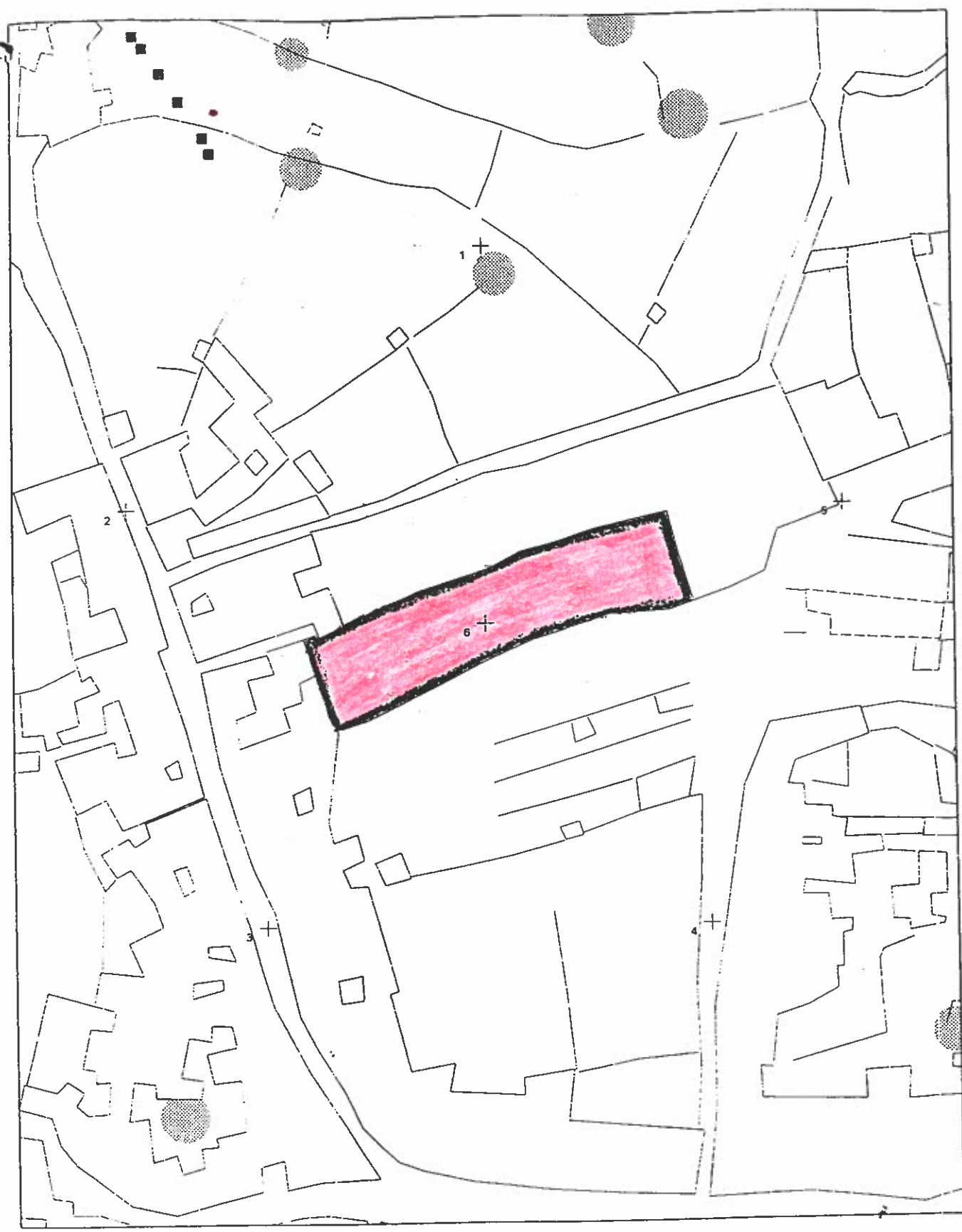
For the purposes of this clause the Parties agree that the term "**Development Costs Estimates**" means the estimate and costings of the costs and expenses necessary for the development by the Housing Authority of the Property in terms of the Deed of Lease which shall be arrived at after an evaluation of the designs, the pre-tender estimate, the tender pricing document, the contract sum (the "**Contract Sum**") tendered by the contractor/s, the Contract Sum analysis and the final price agreed with the contractor/s, as well as value added tax on services and materials, costs and professional fees, including those of the Project Monitor.

This deed has been done, read and published by me the undersigned Notary after I explained the contents hereof to the Parties hereto according to the law in Malta

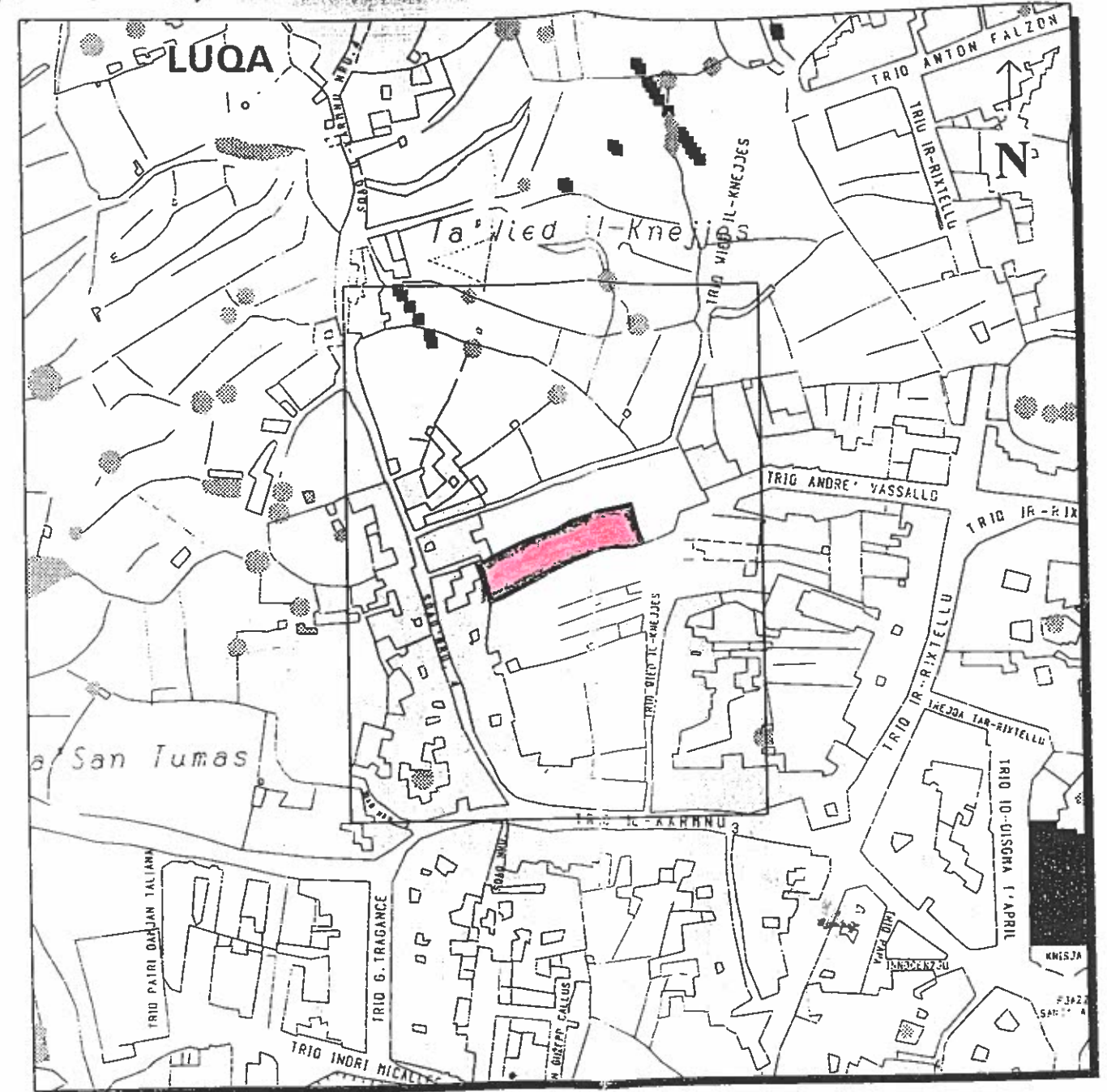
CHARLES STREET CARMEL STR LUQA

3802 - C.M.C. Triq wied il-Knejjes (SO. Ref A/34/1/1997)

LN 272/2006
116, WEST STREET.
VALLETTA



Scale 1:1000 Skala



Pjanta tas-sit 1:2500 Site Plan

Registru ta' l-Artijiet

Casa Bolino, 116 Triq il-Punent, Valletta



Land Registry

Casa Bolino, 116 West Street, Valletta

Nru tal-Mappa: Map Number:	13604	Posizzjoni Centrali: Centre Coordinates:	x = 53710 y = 68910	Parti minn SS: Extracted from SS	5269 5268	Data: Date:	02/17/1997
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Perit
Architect:

M. Schembri A & C.E.

Timbru tal-Perit
Architect's Stamp

MICHAEL SCHEMBRI A. & C.E.

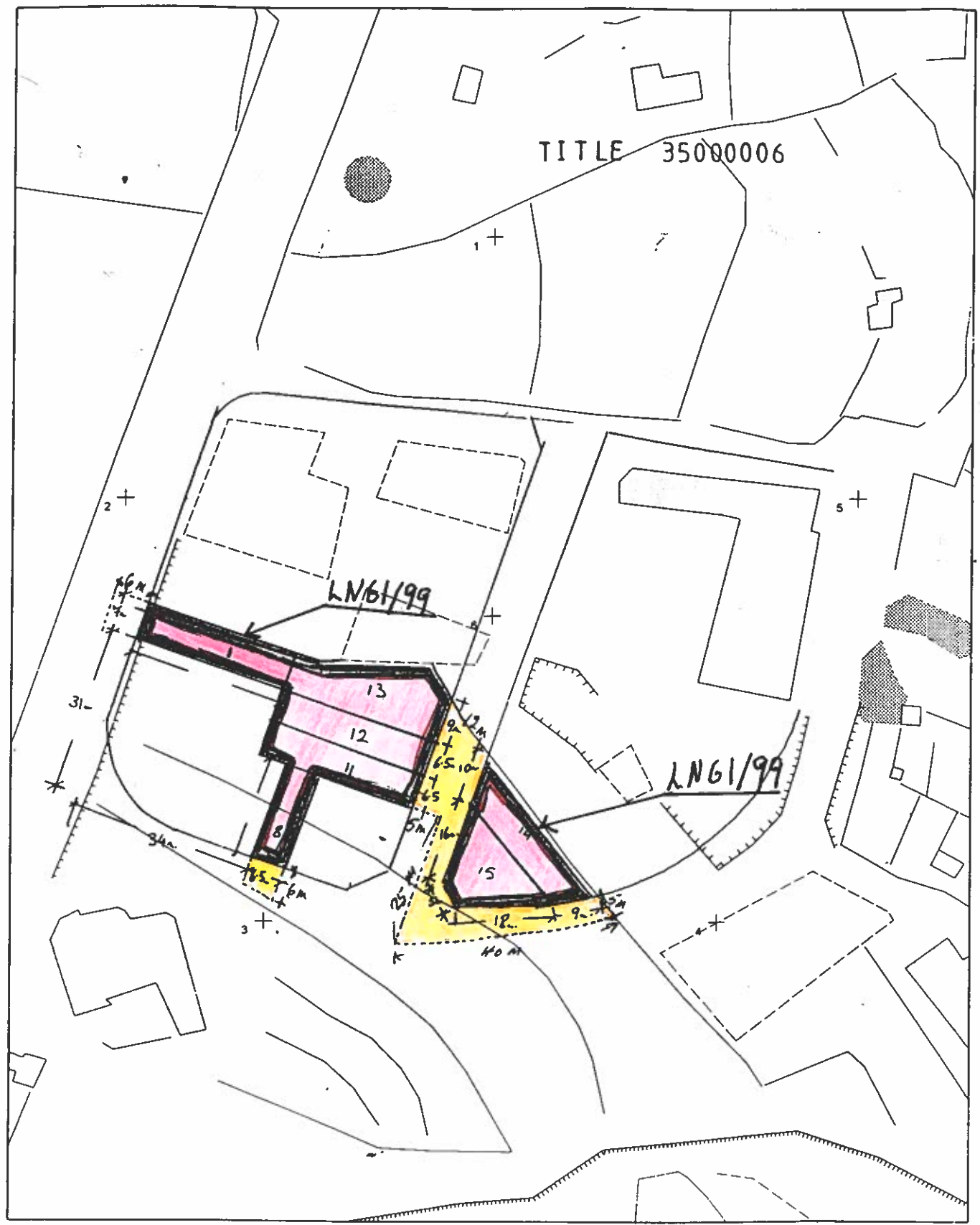
Qies (metri kwadri)
Area (square metres)

1200 m²

Fir-na tal-Applikant
Applicant's signature

Dritt Mhallas
Fee Paid

LAND REGISTRY
116, WEST STREET,
VALLETTA



Pjanta tas-sit 1:2500 Site Plan

Registru ta' l-Artijiet

Casa Bolino, 116 Triq il-Punent, Valletta



Land Registry

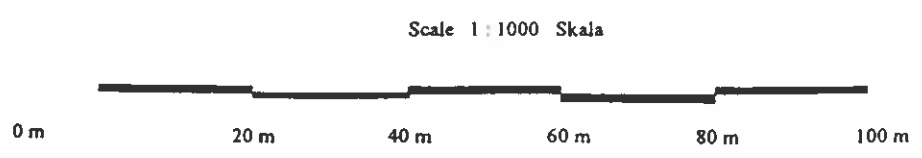
Casa Bolino, 116 West Street, Valletta

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Perit Architect:	M. Schembri A & C.E.	Q.es (metri kwadri) Area (square metres)	Plot: 1475 m ²
Timbru tal-Perit Architect's Stamp:	MICHAEL SCHEMBRI A. & C.E.	Firma tal-Applikant Applicant's signature	Road: 600 m ²

Dritt Mhallas
Fee Paid

LEGEND
Plot
Road
AM...
Joint Office



LAND REGISTRY

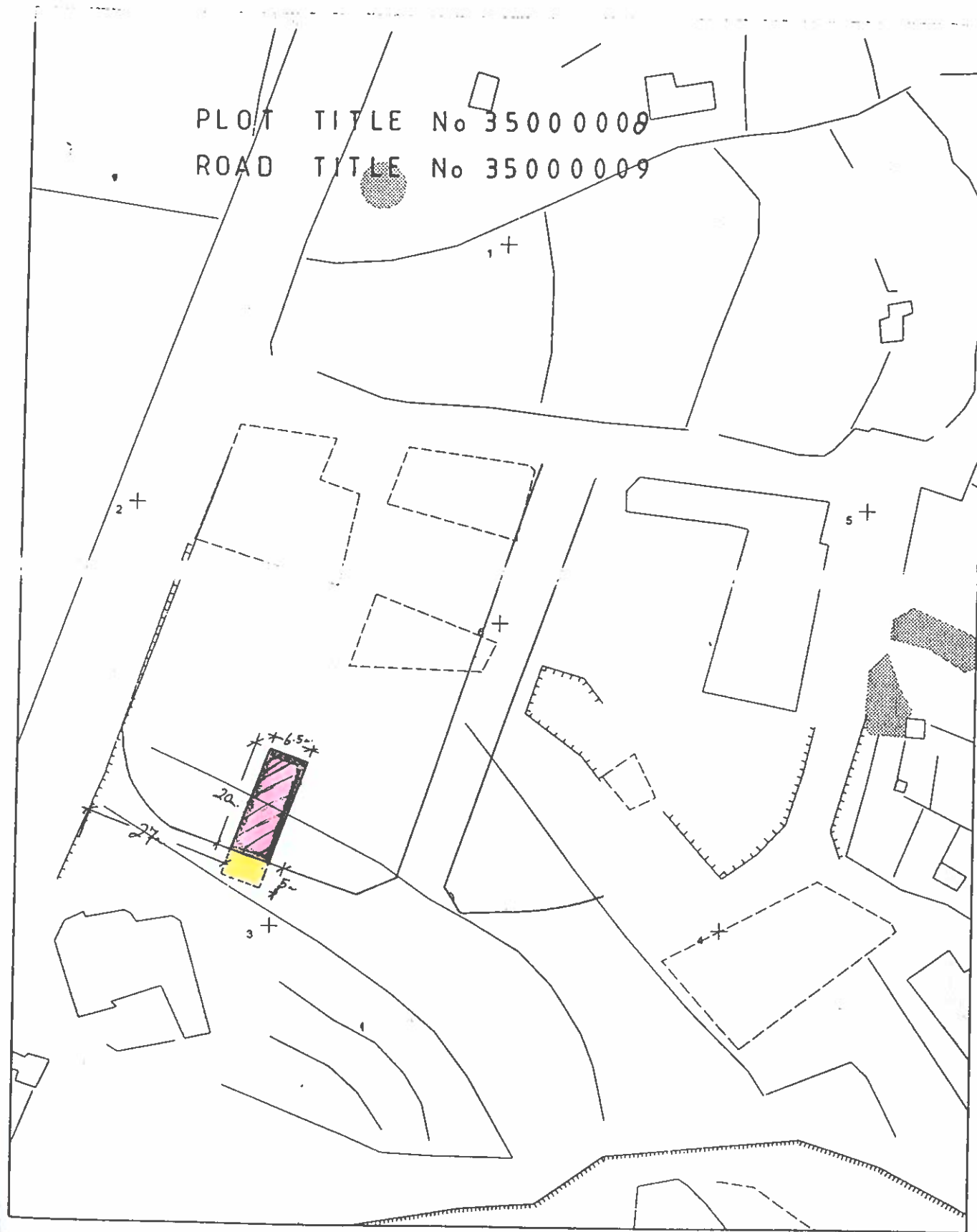
Dan hu dokument ufficjali ghall-uzu biss fir-Registru tal-Artijiet

This is an official document for Land Registry use only

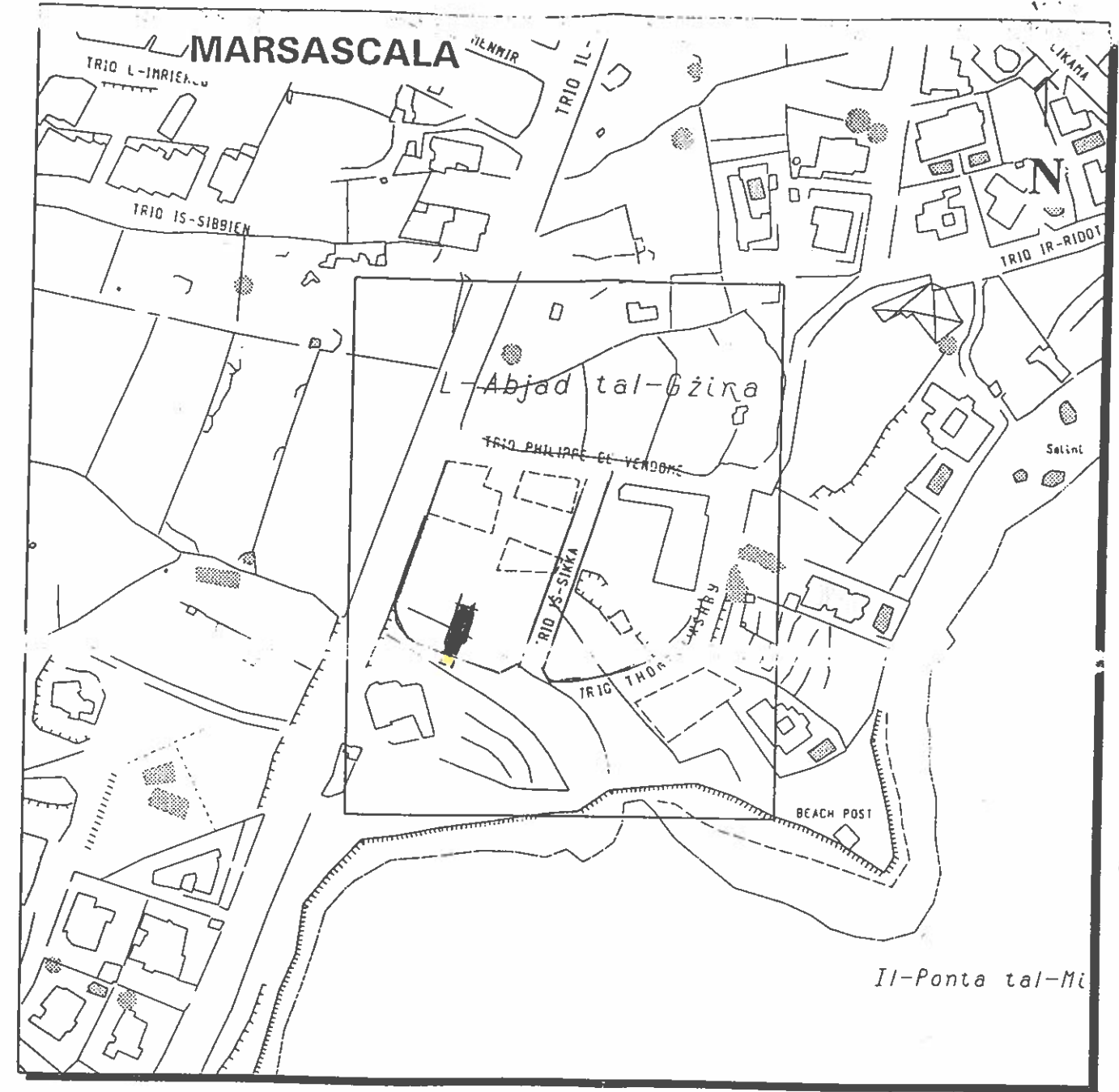
25 6278 2601 0670 0005 PLOT 7
A 4688/97

TA' GEBEL L-ABJAD, M'ISCALA.

True copy of LRA2721/97



Scale 1:1000 Skala



Pjanta tas-sit 1:2500 Site Plan

Registru ta' l-Artijiet

Casa Bolino, 116 Triq il-Punent, Valletta



Land Registry

Casa Bolino, 116 West Street, Valletta

Nru tal-Mappa: Map Number:	13198	Posizzjoni Centrali: Centre Coordinates:	x = 61200 y = 68520	Parti minn SS: Extracted from SS	6068	Date: Date:	01/29/1997
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Perit
Architect:

M. Schembri A&C

Qies (metri kwadri)
Area (square metres)

Plot: 130 m²
Road: 35 m²

Timbru tal-Perit
Architect's Stamp

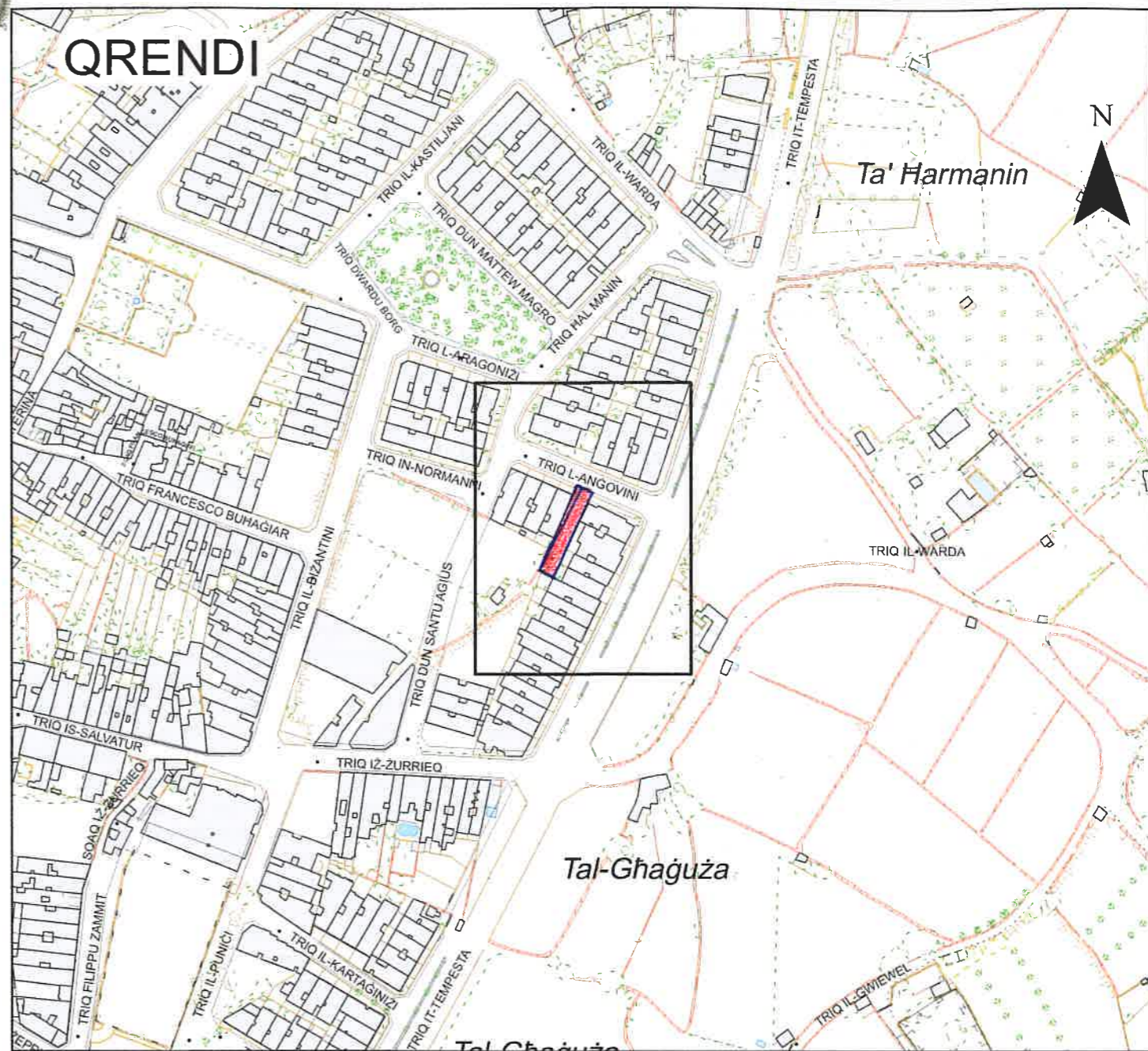
MICHAEL SCHEMBRI A. & C.E.

Firna tal-Applikant
Applicant's signature

Dritt Mhallas
Fee Paid



Scale 1:500



Pjanta tas-Sit 1:2500 Site Plan

Gvern ta' Malta

Government of Malta

Registru ta' l-Artijiet

Casa Bolino, 116, Triq il-Punent, Valletta



Land Registry

Casa Bolino, 116, Triq il-Punent, Valletta

Nru tal-Mappa: Map Number:	180567 E	Pozizzjoni Ċentrali: x = 51527 Centre Coordinates: y = 66152	Parti min S.S.: Extracted from S.S.:	5066	Data: Date:	30/09/2020
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Perit:
Architect:

Qies (metri kwadri):
Area (square metres):

$A \approx 34m^2$
 $B \approx 235m^2$

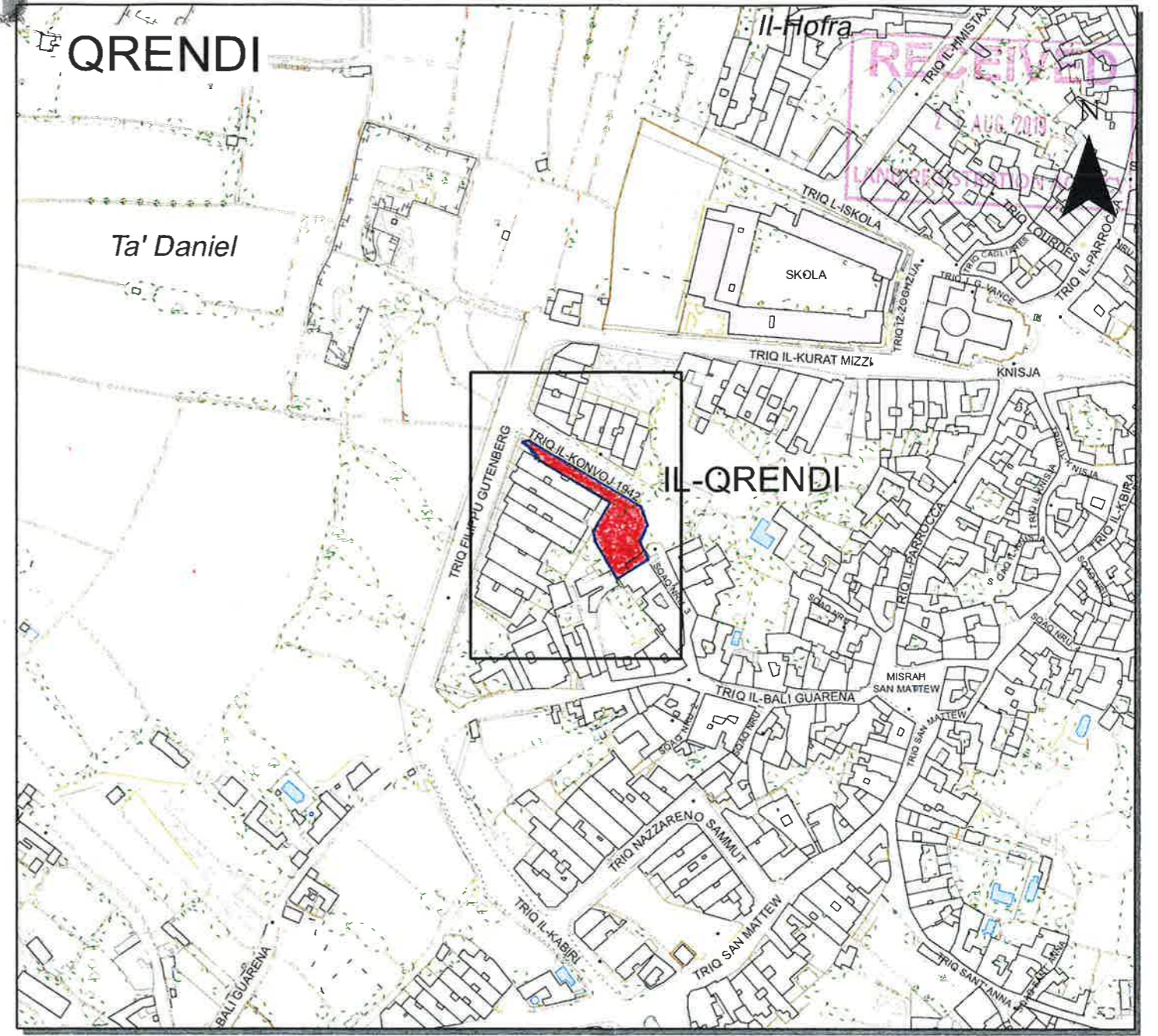
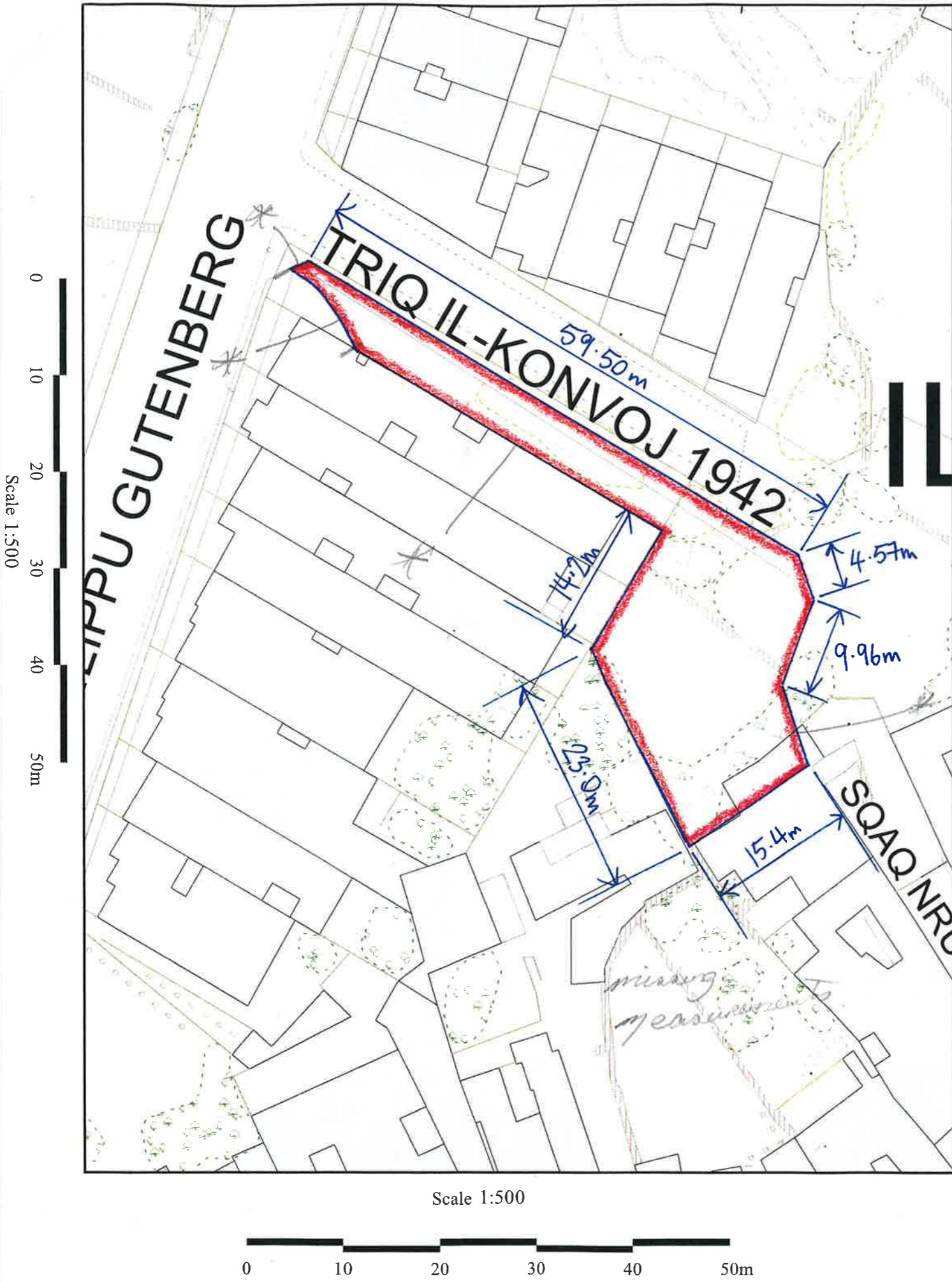
Timbru tal-Perit:
Architect's Stamp:

SOCIAL PROJECTS MANAGEMENT LTD
(SPM Ltd)
Perit Stephen Buhagiar
B.E. & A. A. & C.E.
Head of Projects

Firma ta' l-Appikant:
Applicant's Signature:

LR 172832

Dritt imħallas
Fee Paid



Gvern ta' Malta
Registru ta' l-Artijiet
 Casa Bolino, 116, Triq il-Punent, Valletta

Government of Malta
Land Registry
 Casa Bolino, 116, Triq il-Punent, Valletta

Nru tal-Mappa: Map Number:	134946 M	Pozizzjoni Ċentrali: Centre Coordinates:	x = 50891 y = 65837	Parti min S.S.: Extracted from S.S.:	5065	Data: Date:	20/08/2019
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Perit:
Architect:



Qies (metri kwadri):
Area (square metres):

≈ 794 m²

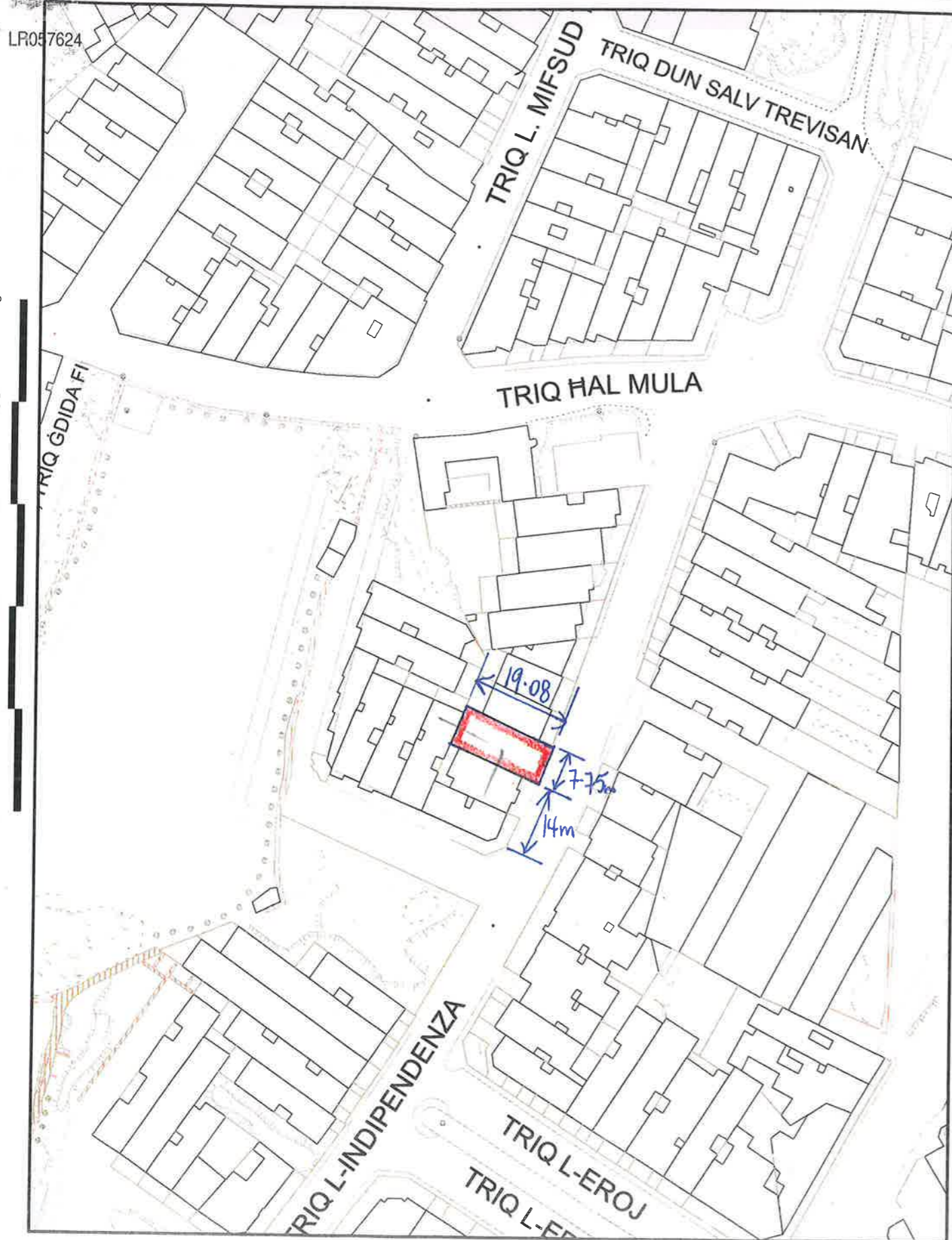
Timbru tal-Perit:
Architect's Stamp:

SOCIAL PROJECTS MANAGEMENT LTD
 (SPM Ltd)
Perit Stephen Buhagiar
 B.E. & A. A. & C.E.
 Head of Projects

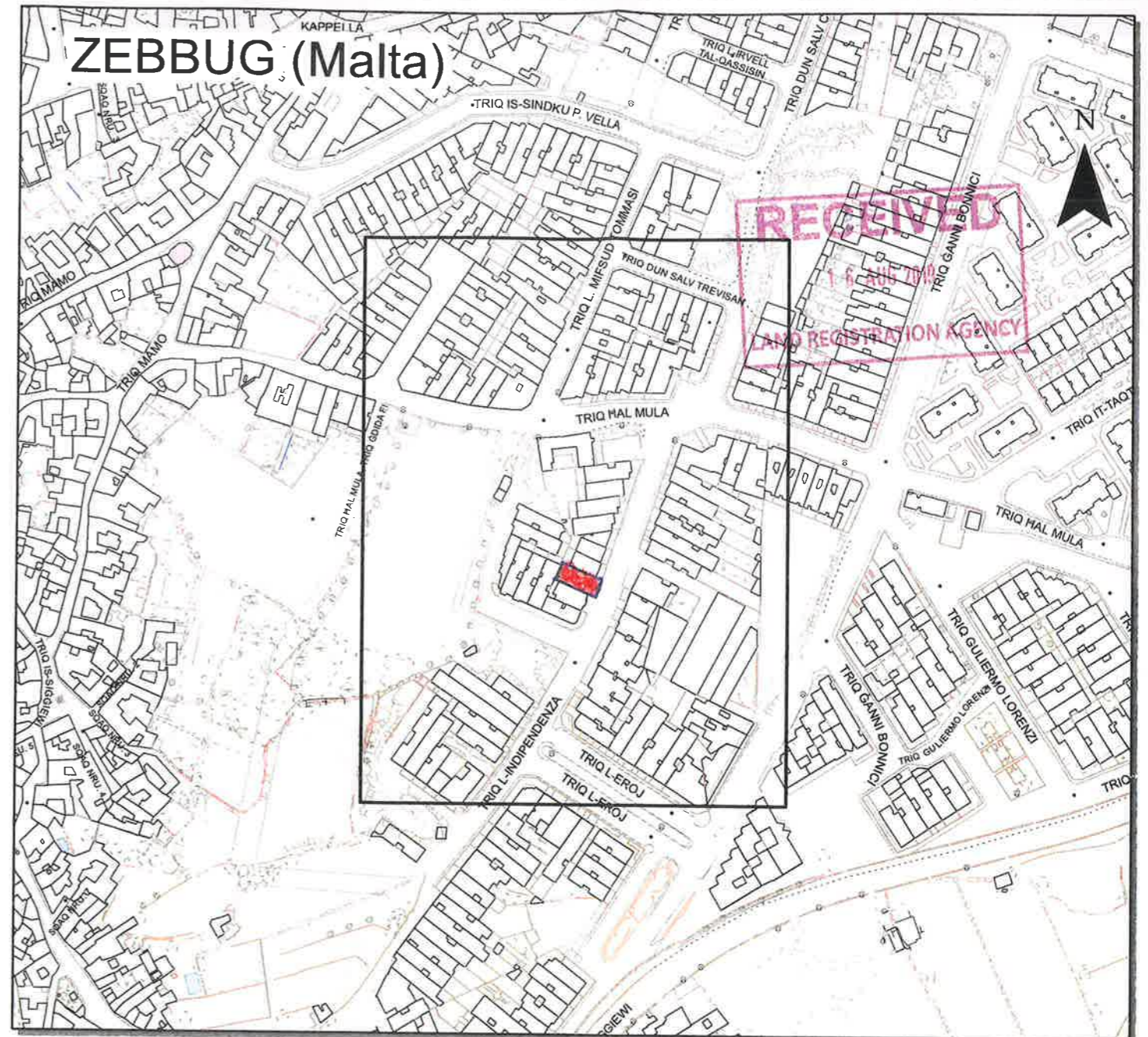
Firma ta' l-Applikant:
Applicant's Signature:

LR 122523

Dritt imhallas
Fee Paid



Scale 1:1000



Pjanta tas-Sit 1:2500 Site Plan

Gvern ta' Malta

Government of Malta

Registru ta' l-Artijiet

Land Registry

Casa Bolino, 116, Triq il-Punent, Valletta

Casa Bolino, 116, Triq il-Punent, Valletta

Nru tal-Mappa: Map Number:	66589 M	Pozizzjoni Ċentrali: Centre Coordinates:	x = 50133 y = 69967	Parti min S.S.: Extracted from S.S.:	5069	Data: Date:	12/03/2018
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Perit:
Architect:

Qies (metri kwadri):
Area (square metres):

≈ 148m²

Timbru tal-Perit:

Architect's Stamp:

SOCIAL PROJECTS MANAGEMENT LTD
(SPM) (UK)
Perit Stephen Buhagiar
B.E. & A. A.R.C.E.
Head of Projects

Firma ta' l-Applikant:

Applicant's Signature:

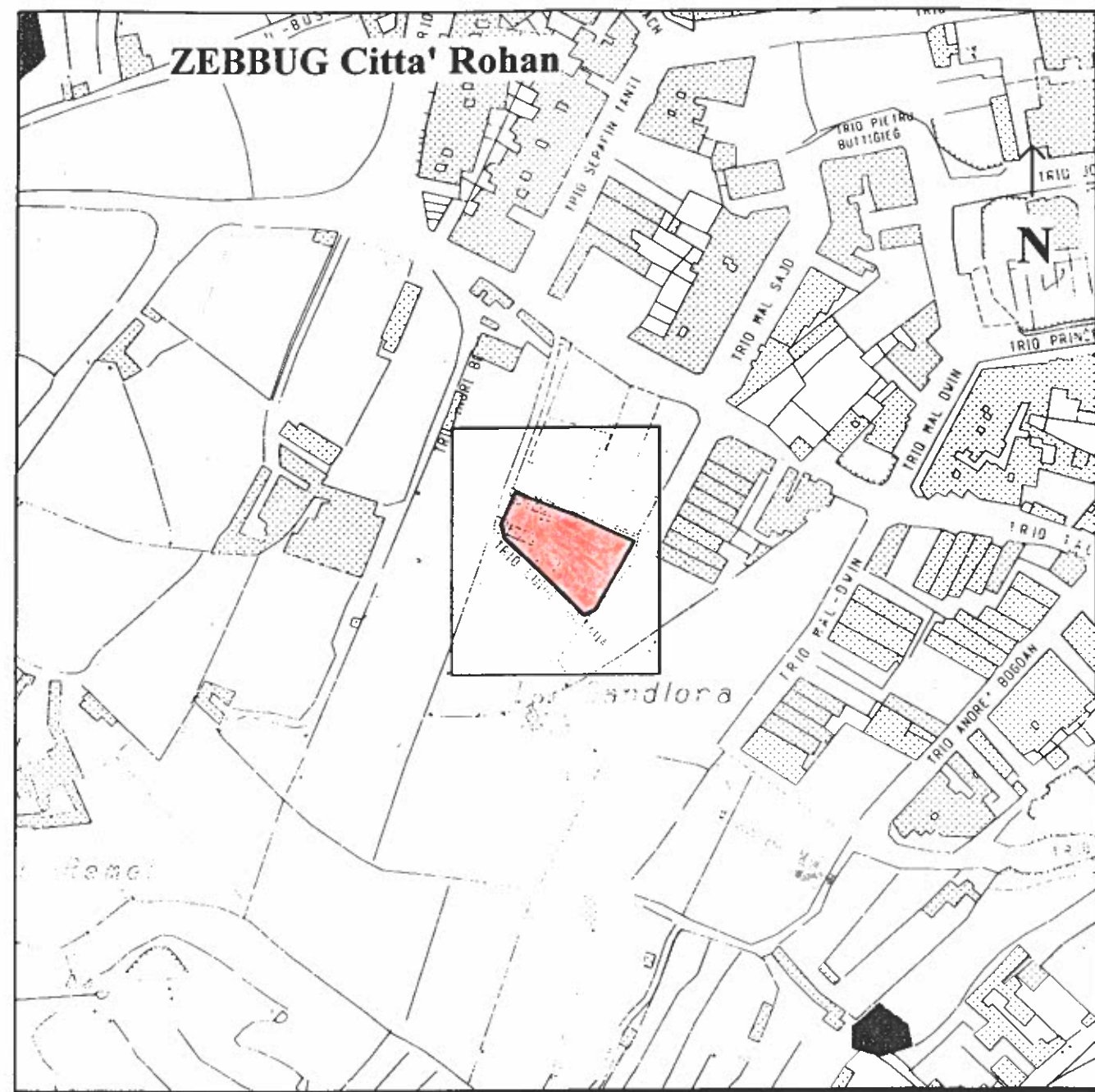
Dritt imhallas
Fee Paid

Dan hu dokument uffiċjali għall-użu biss fir-Registru tal-Artijiet

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Scale 1:500 Skala



Gvern Ta' Malta

Pjanta tas-sit 1:2500 Site Plan

Government of Malta

Registru ta' l-Artijiet

Land Registry

Casa Bolino, 116 Triq il-Punent, Valletta

Casa Bolino, 116 West Street, Valletta



Nru tal-Mappa: 90034M
Map Number:

Pozizzjoni Ċentrali: x = 49023
Centre Coordinates: y = 69703

Parti minn SS: 4869
Extracted from SS:

Data: 23/02/2007
Date:

Perit
Architect

HOUSING AUTHORITY.

Qies (metri kwadri)
Area (square metres)

1490 sq m.

Imbru tal-Perit
Architect's Stamp

CARMELO VELLA
Senior Manager Development
12 Pietro Floriani Str.
Floriana CMR 02
Tel: 21248269

Firma tal-Applikant
Applicant's signature

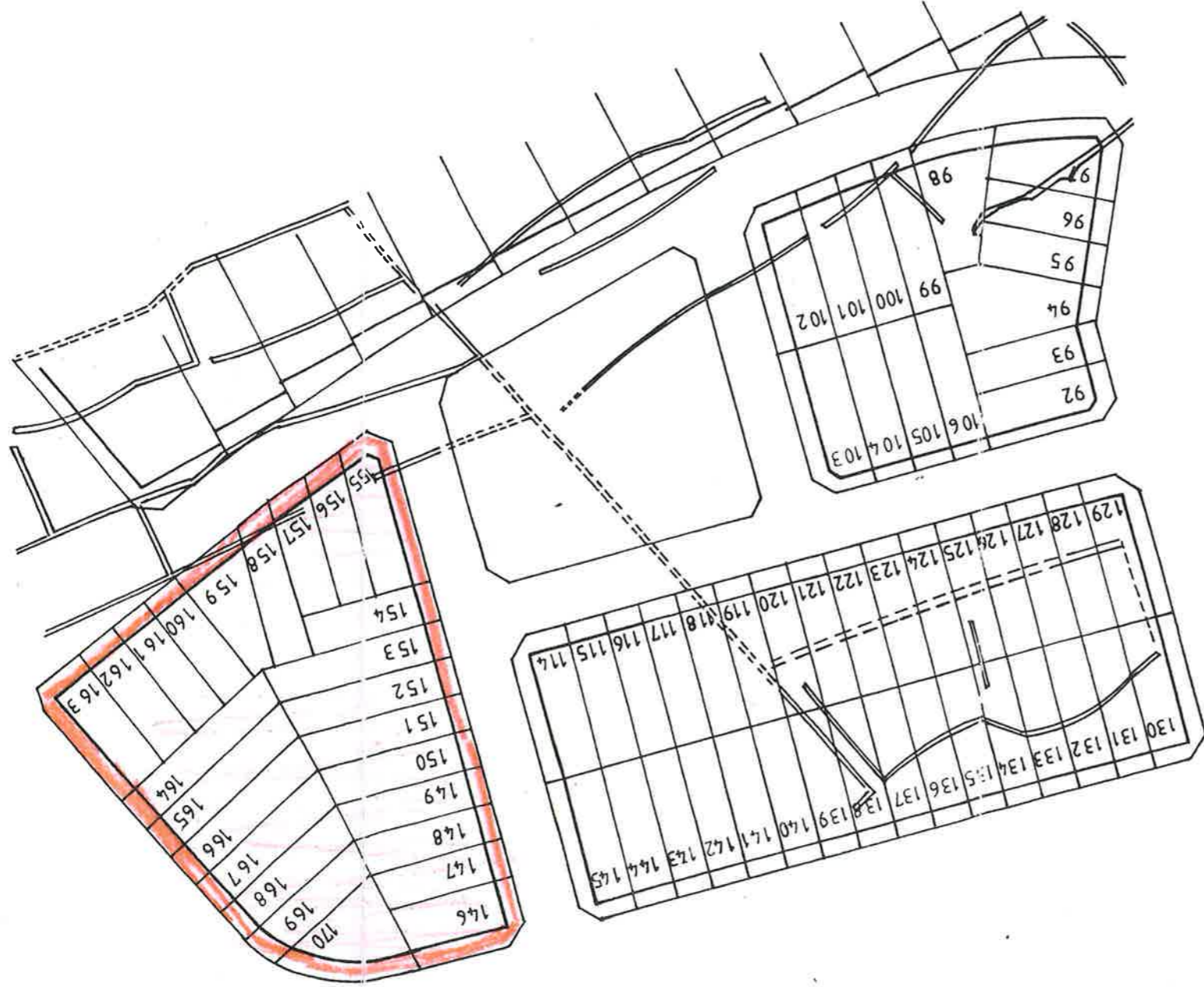
Don Mhallas
Fee Paid

LEA 1149/94



SCALE: 1/1000

NOTE.
REDUCED FROM
PLAN SUBMITTED.



4A

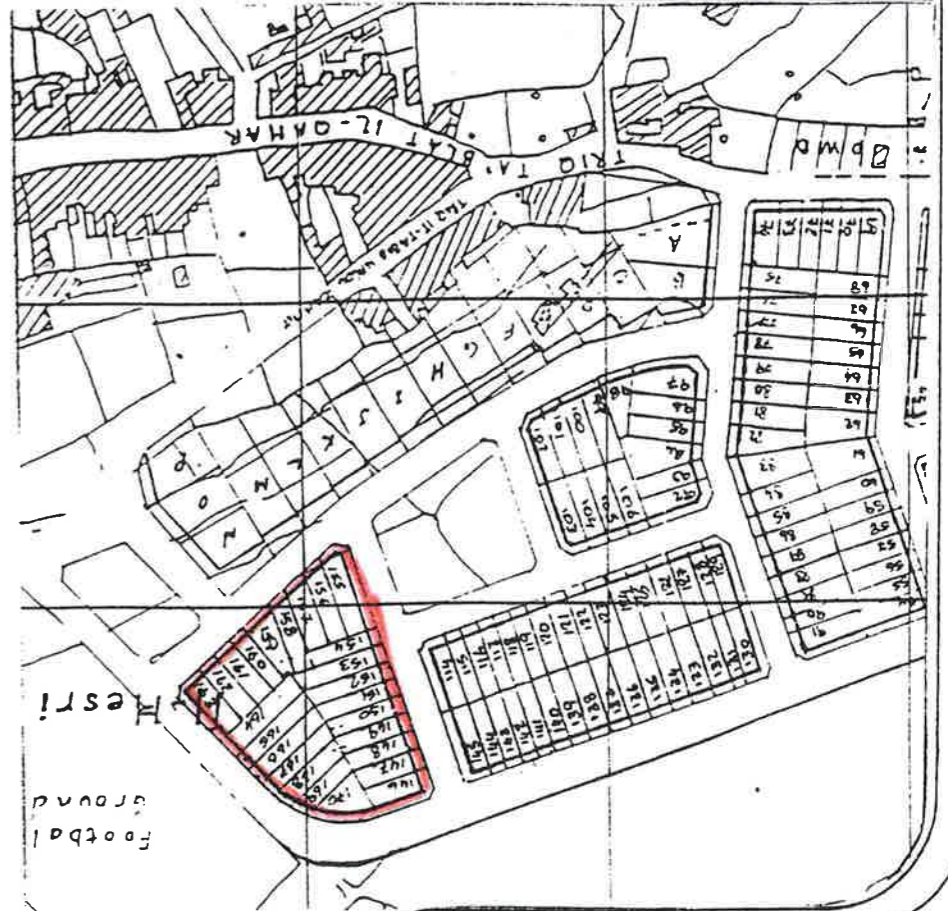
56W B

P.5

PLOT Nos. 146-170
'TA WIED HESRI

Football
ground

HESRI



SCALE: 1/2500

SURVEY SHEET: 4868

GRID REF: 685.32; 488.75

LAND REGISTRY
Valletta.

locality:
—SIGGIEWI—

drawn by:
N. Gaud.

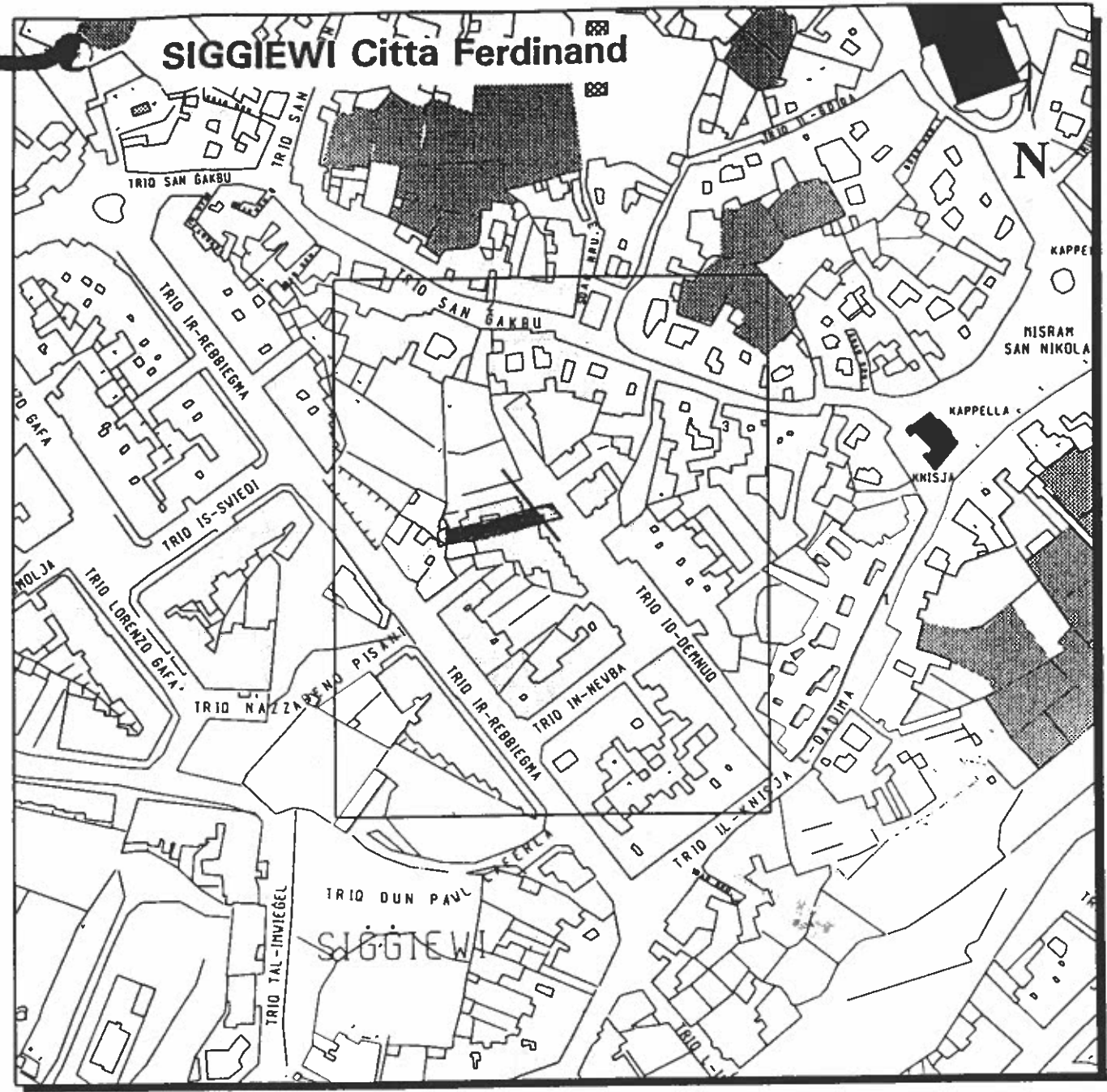
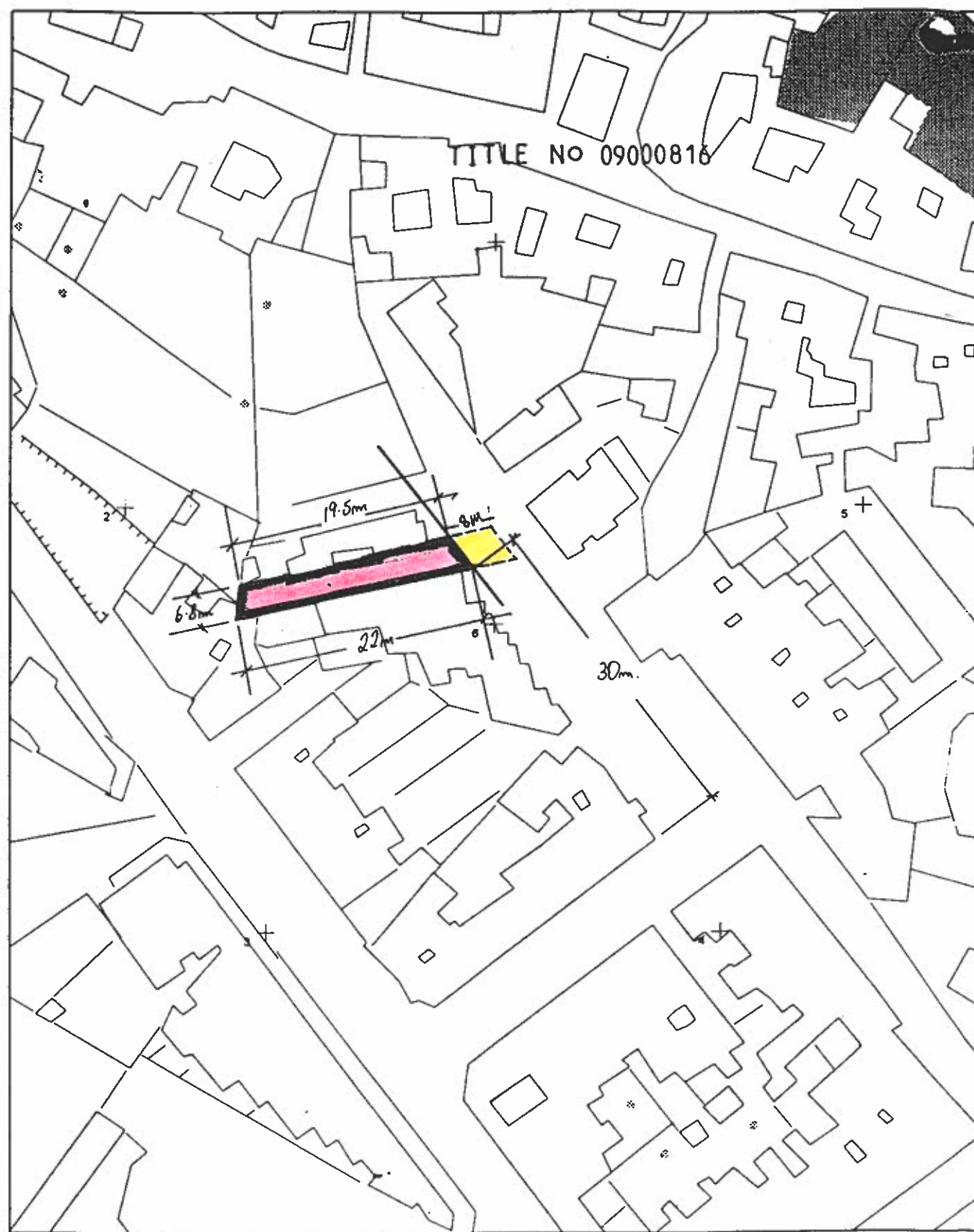
checked by:

Plan No: 11202060

50 043 1702 0310 0026 10016 LA KAPPELLA, SIGGIEWI

True Copy of LRA 578/97

LAND REGIST
16. WEST STR
VALLETTA



Pjanta tas-sit 1:2500 Site Plan

Registru ta' l-Artijiet

Casa Bolino, 116 Triq il-Punent, Valletta



Land Registry

Casa Bolino, 116 West Street, Valletta

Nru tal-Mappa: Map Number:	13347	Posizzjoni Centrali: Centre Coordinates:	x = 49150 y = 67960	Parti minn SS: Extracted from SS	4868 4867	Data: Date:	02/05/1997
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Perit Architect:	M. Schembi A & C	Qies (metri kwadri) Area (square metres)	PLOT: 250 m ² SITE: 50 m ²
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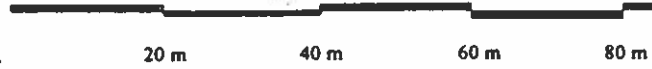
Timbru tal-Perit
Architect's Stamp

MICHAEL SCHEMBRI A. & C.E. Firma tal-Applikant
Applicant's signature

Dritt Mhallas
Fee Paid

LEGEND
PLOT
SITE

Scale 1:1000 Skala



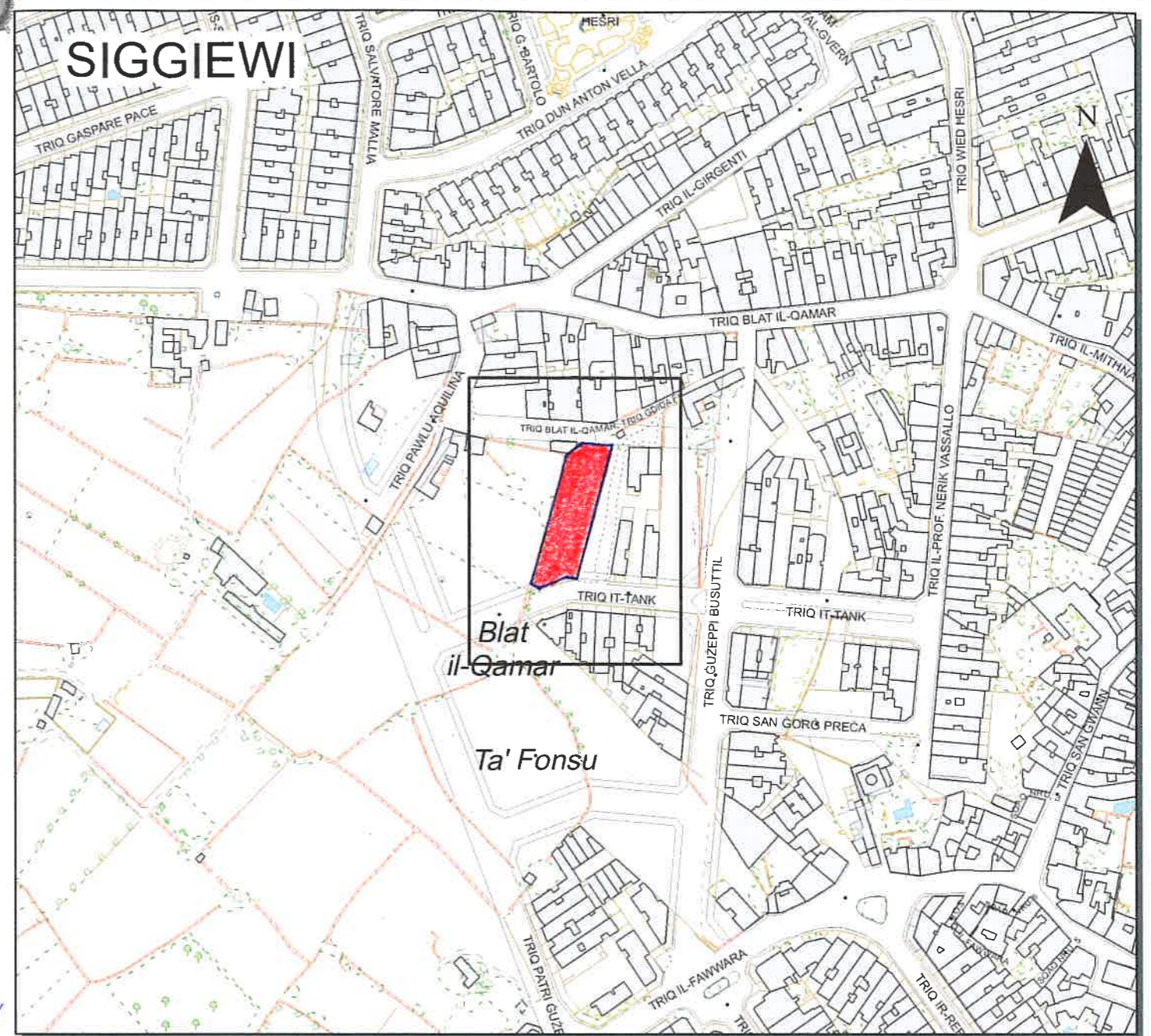
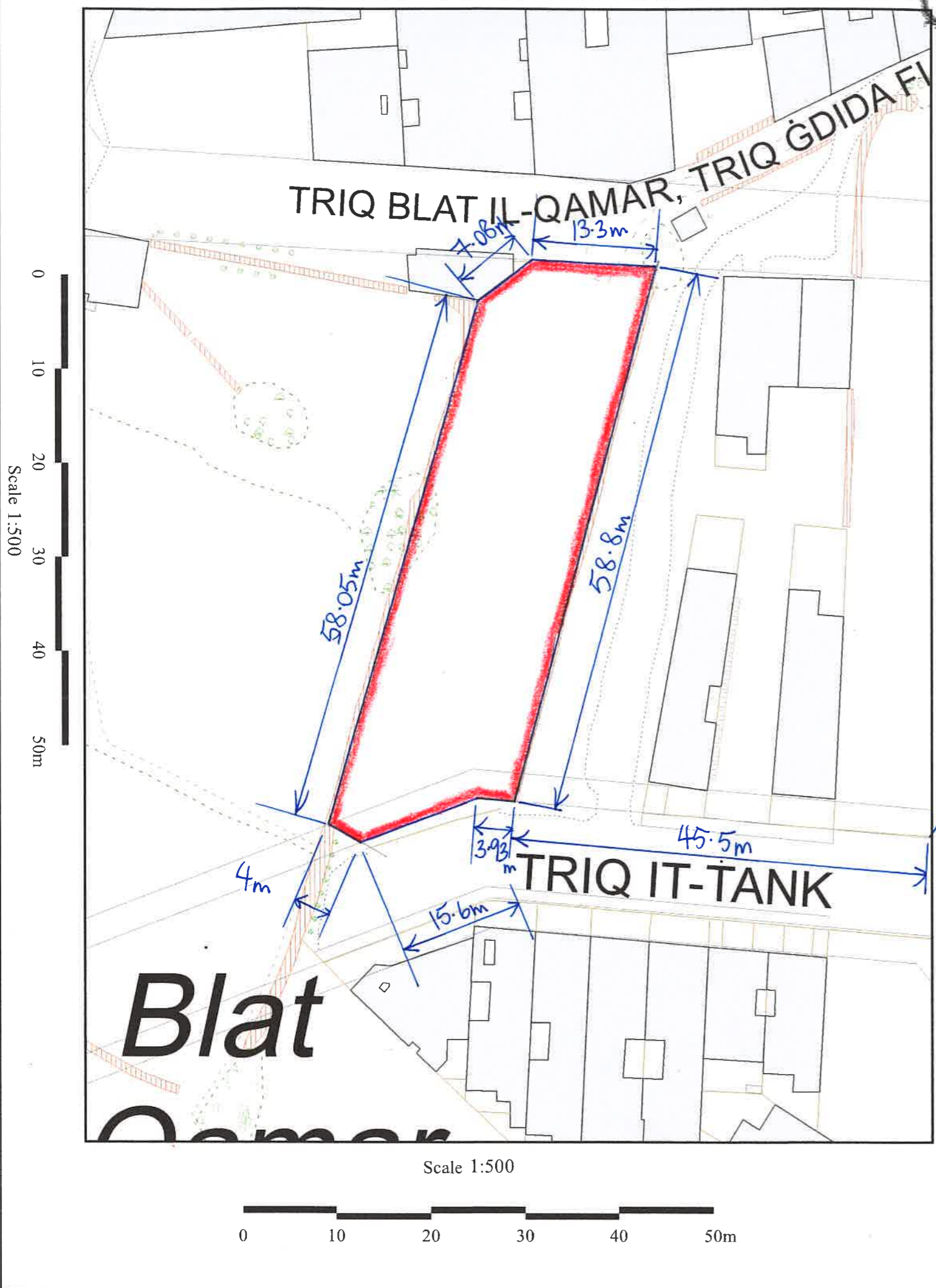
LAND REGISTRY
16. WEST STREET,
VALLETTA

ANTOINE PACE
Principal Officer

Joint Office

Dan hu dokument ufficjali ghall-uzu biss fir-Registru tal-Artijiet

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Pjanta tas-Sit 1:2500 Site Plan

Aġenzija għar-Registrazzjoni tal-Artijiet
116, Casa Bolino, Triq il-Punent, Il-Belt Valletta



Land Registration Agency
116, Casa Bolino, Triq il-Punent, Il-Belt Valletta

Nru tal-Mappa: Map Number:	196627 M	Pożizzjoni Ċentrali: Centre Coordinates:	x = 48848 y = 68261	Parti min S.S.: Extracted from S.S.:	4868	Data: Date:	03/02/2021
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Perit:
Architect:

Qies (metri kwadri):
Area (square metres):

≈ 1087m²

Timbru tal-Perit:
Architect's Stamp:

SOCIAL PROJECTS MANAGEMENT LTD
(SPM Ltd)
Perit Stephen Buhagiar
B.E. & A. A. & C.E.
Head of Projects

Firma ta' l-Applikant:
Applicant's Signature:

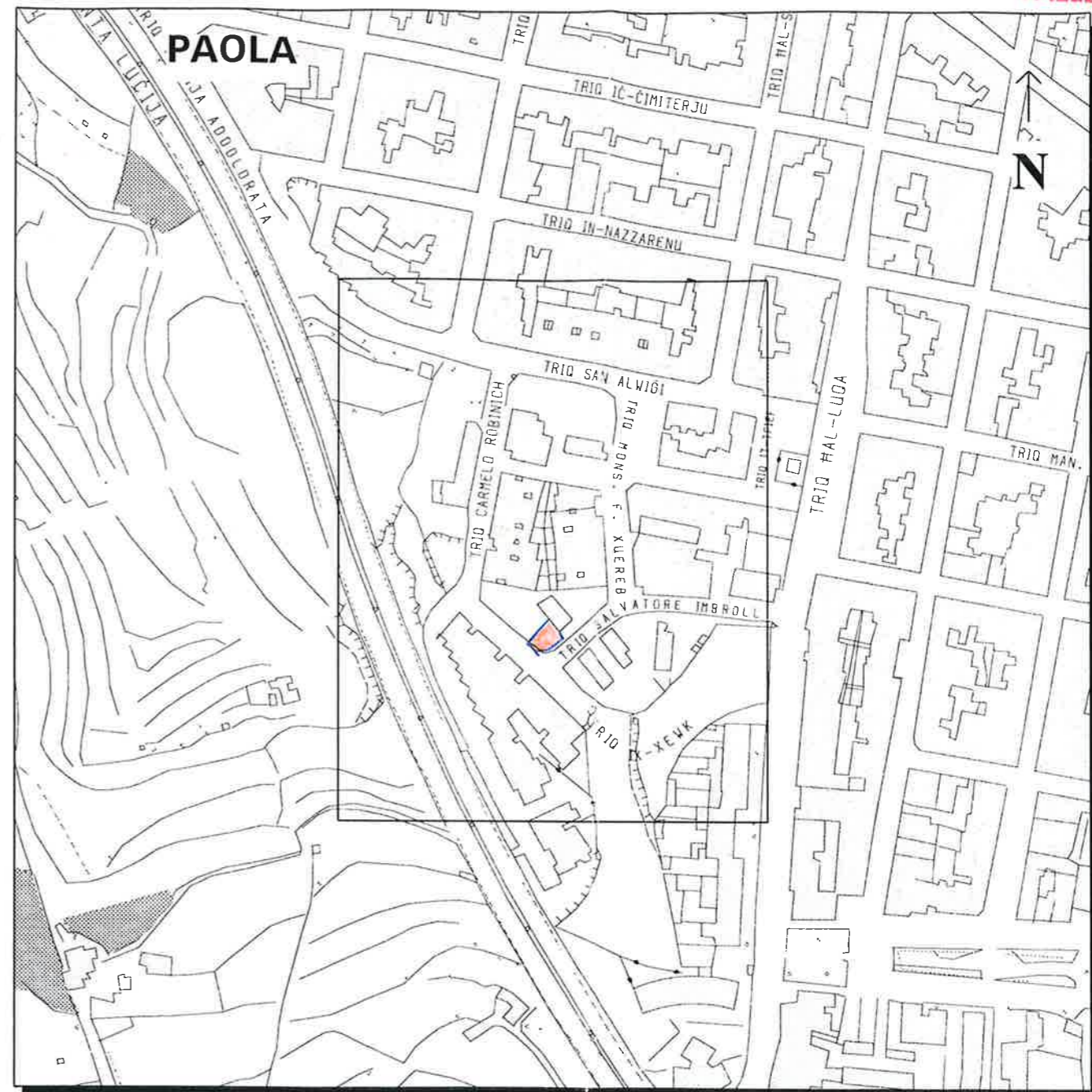
LR 190588

Dritt imhallas
Fee Paid

Plot 30 28069

Doc 'A'

LAND REGISTRY
116, WEST STREET,
VALLETTA



Pjanta tas-sit 1:2500 Site Plan

Registru ta' l-Artijiet



Land Registry

Casa Bolino, 116 Triq il-Punent, Valletta

Casa Bolino, 116 West Street, Valletta

Nru tal-Mappa: Map Number:	10837	Posizzjoni Centrali: Centre Coordinates:	x = 55430 y = 69600	Parti minn SS: Extracted from SS	5469	Data: Date:	10/10/1996
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Perit
Architect: *M. Schembri A.C.E.*

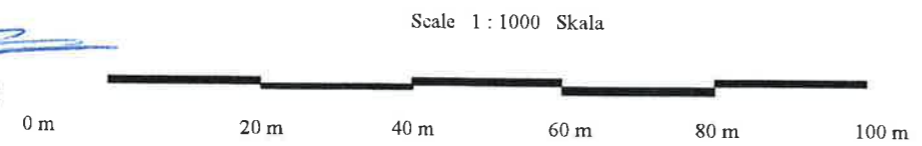
Qies (metri kwadri)
Area (square metres) **110m²**

Imbr u tal-Perit
Architect's Stamp
MICHAEL SCHEMBRI A.C.E.
Architect & Civil Engineer

Firma tal-Applikant
Applicant's signature

Dritt Mhallas
Fee Paid

LAND REGISTRY
116, WEST STREET,
VALLETTA

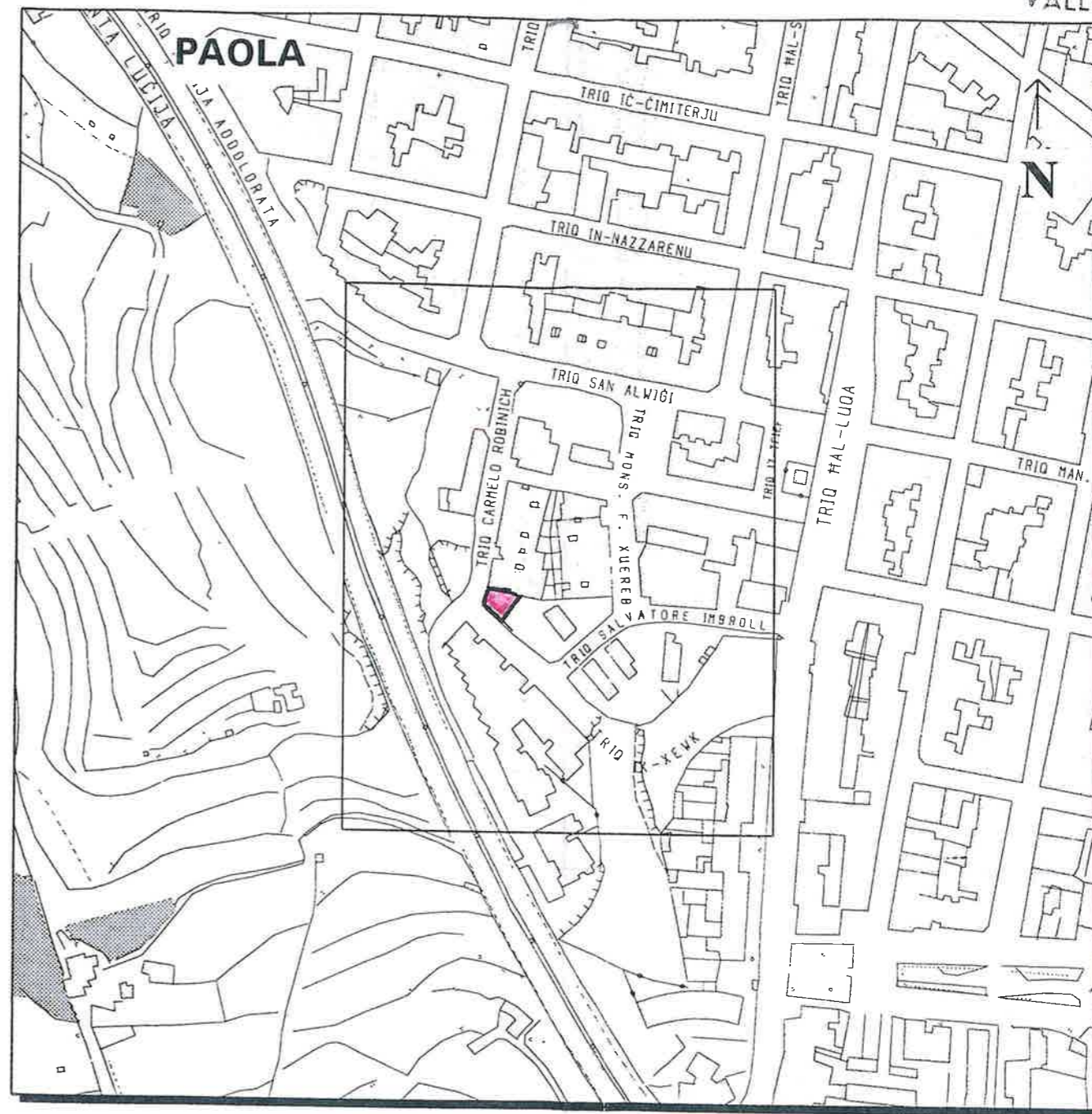
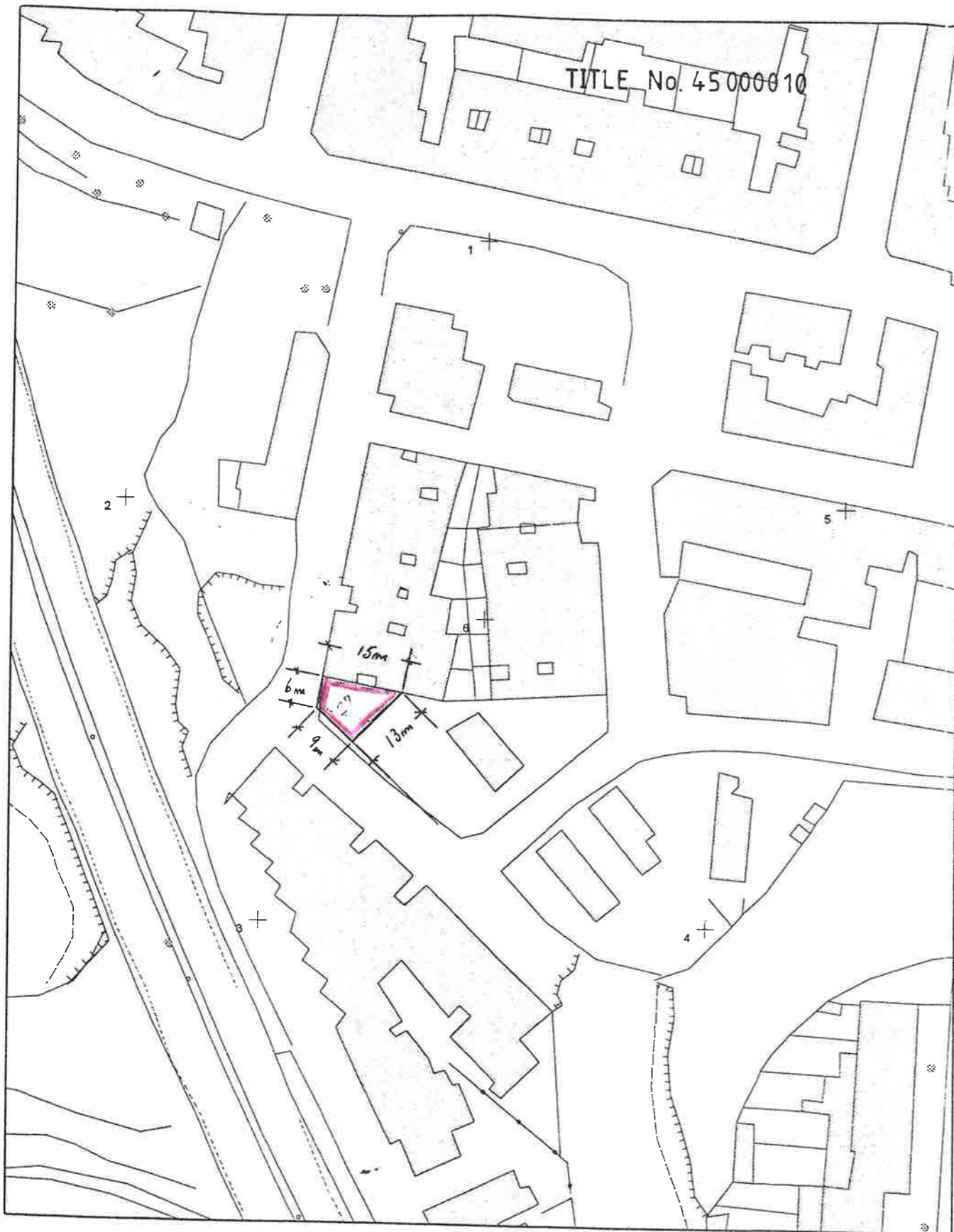


28066

P8 PLA B

Two copies LRA 412/97

LAND REGISTR
116, WEST STREET
VALLETTA



Pjanta tas-sit 1:2500 Site Plan

Registru ta' l-Artijiet

Casa Bolino, 116 Triq il-Punent, Valletta



Land Registry

Casa Bolino, 116 West Street, Valletta

Nru tal-Mappa: Map Number:	10836	Posizzjoni Centrali: Centre Coordinates:	x = 55430 y = 69600	Parti minn SS: Extracted from SS	5469	Data: Date:	10/10/1996
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Perit Architect: *M. Schembri A&CE*

Qies (metri kwadri)
Area (square metres) 100 m²

Timbru tal-Perit Architect's Stamp
MICHAEL SCHEMBRI A.&C.E.
Architect & Civil Engineer

Firma tal-Applikant
Applicant's signature

Dritt Mhallas
Fee Paid

22

ANTONIO PACE
P1 Director



LAND REGISTRY
116, WEST STREET,
VALLETTA

Dan hu dokument ufficjali ghall-uzu biss fir-Registru tal-Artijiet

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LRA 1673/99

A 4050/97

Art ta' Bir 17- 2000 A, Kozs 17,18,19, 22,23,24
Ta' Sagra l-Indur, Kirkop

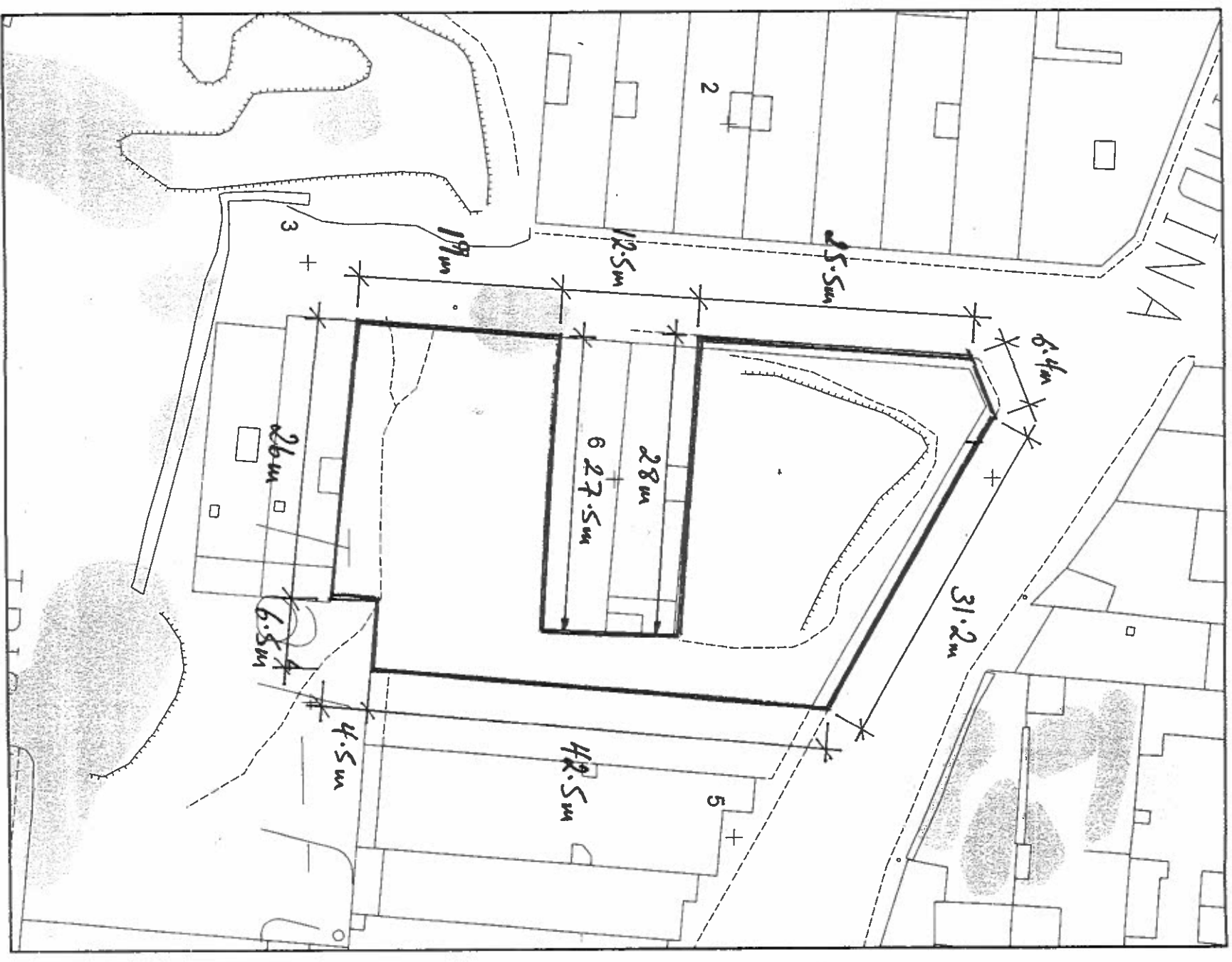
Dan hu dokument ufficjali għall-użu biss fir-Registru tal-Artijiet

GOVERNMENT PROPERTY DIV:
AUBERGE DE BAVIERE
VALLETTA
THIS IS AN OFFICIAL DOCUMENT FOR LAND REGISTRY USE ONLY

1230 - Ufficju Kongunt

100

Scale 1 : 500 Skala



Scale 1 : 500 Skala

GOVERNMENT PROPERTY DIV:
AUBERGE DE BAVIERE
VALLETTA.



Gvern Ta' Malta

Pjanta tas-sit 1:2500 Site Plan

Government of Malta

Registru ta' l-Artijiet

Casa Bollino, 116 Triq il-Punent, Valletta

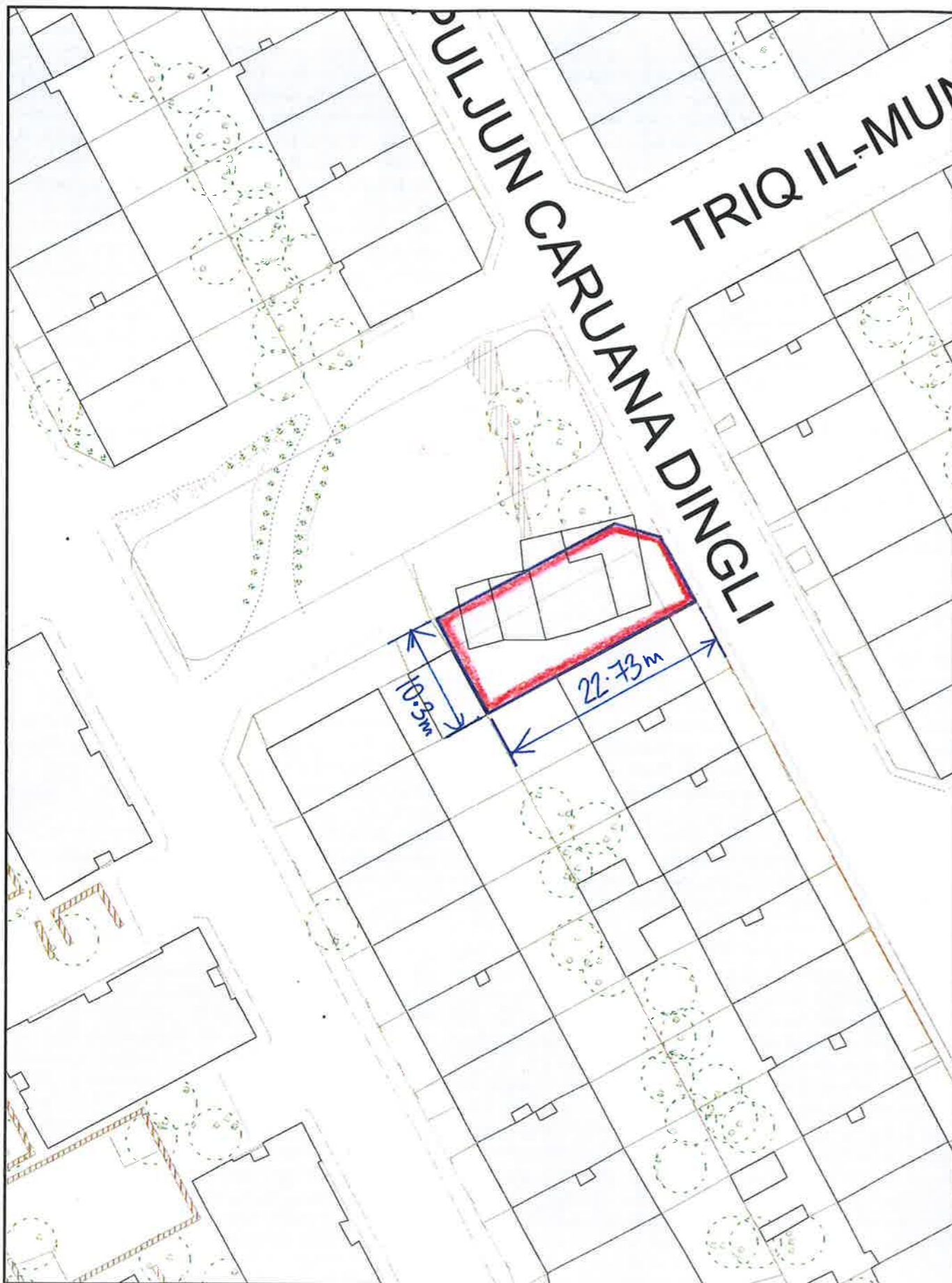


Land Registry

Casa Bollino, 116 West Street, Valletta

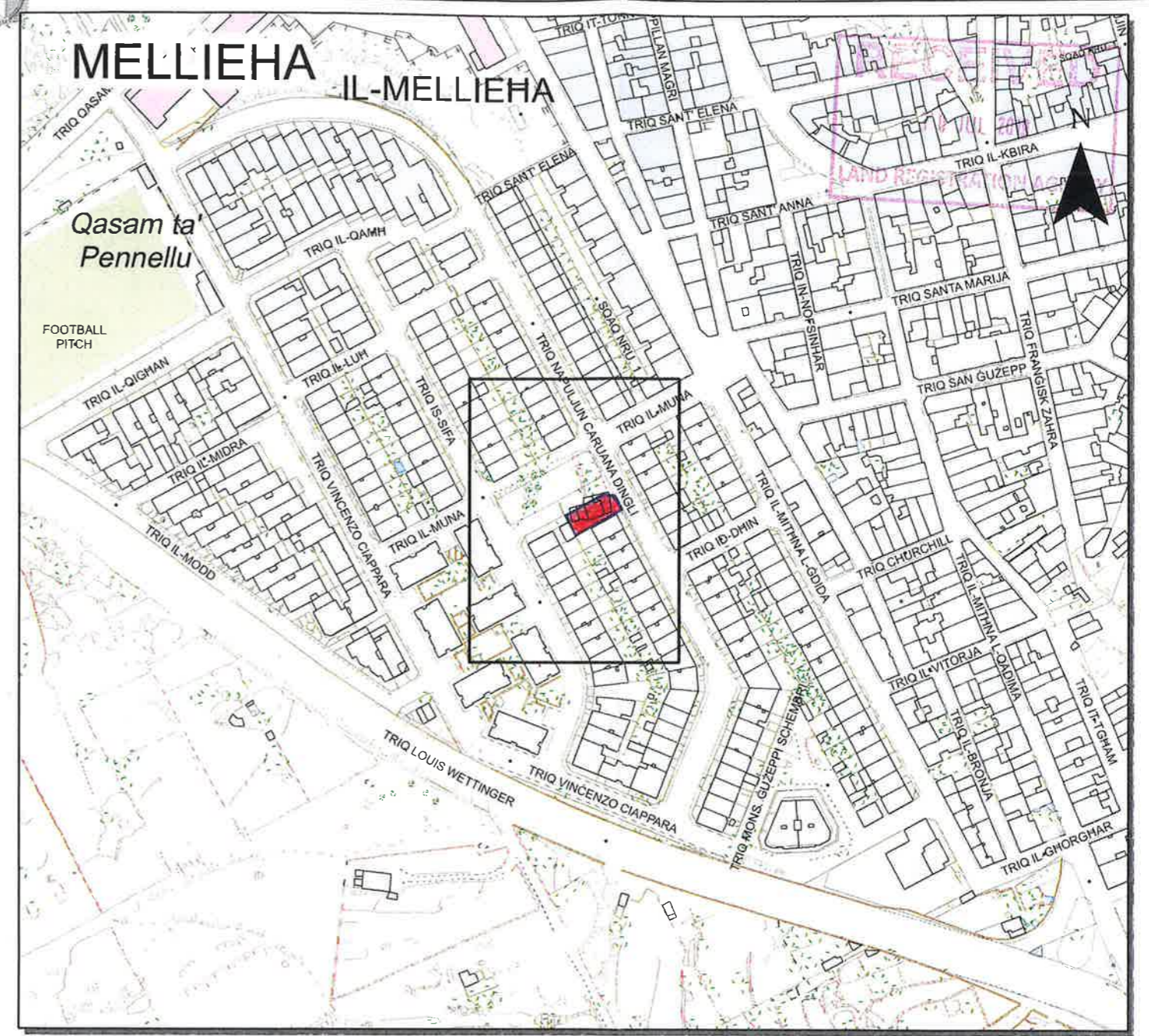
Nru tal-Mappa: 253111M	Posizzjoni Centrali: x = 53400	Parti minn SS:	Date: 04/09/2013
Map Number:	Centre Coordinates: y = 66583	Extracted from SS:	Date:
Perit	Architect:	Qies (metri kwadri) Area (square metres)	1,350 m ²
Timbru tal-Perit	Architect's Stamp	Yfirma tal-Applikant Applicant's signature	

Dritt Mhallas
Fee Paid



Scale 1:500

Scale 1:500



Gvern ta' Malta

Pjanta tas-Sit 1:2500 Site Plan

Government of Malta

Registru ta' l-Artijiet

Casa Bolino, 116, Triq il-Punent, Valletta



Land Registry

Casa Bolino, 116, Triq il-Punent, Valletta

Nru tal-Mappa: Map Number:	96438 M	Pozizzjoni Ċentrali: Centre Coordinates:	x = 42486 y = 79356	Parti min S.S.: Extracted from S.S.:	4279	Data: Date:	16/10/2018
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Perit:
Architect:

Qies (metri kwadri):
Area (square metres):

229 m²

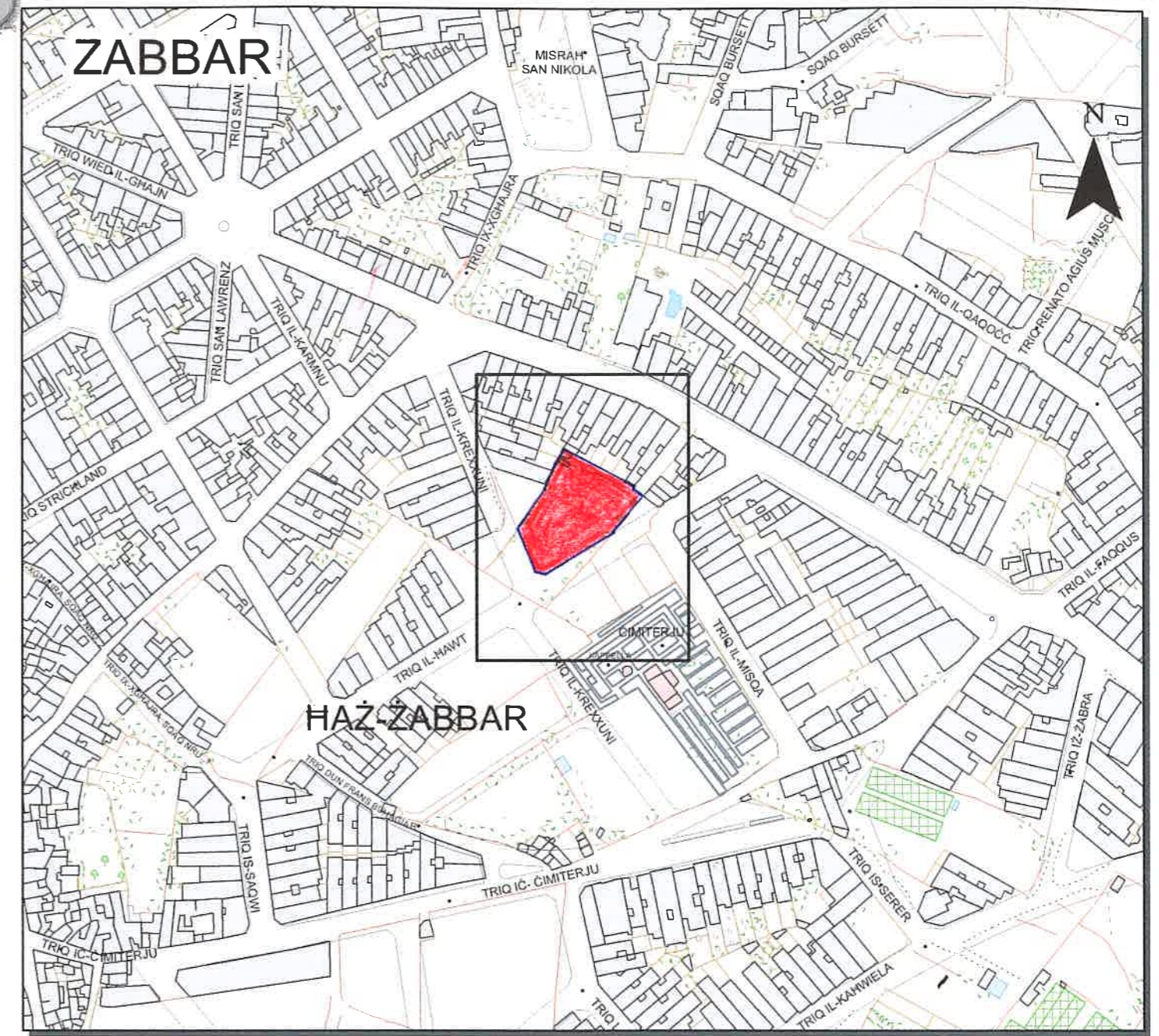
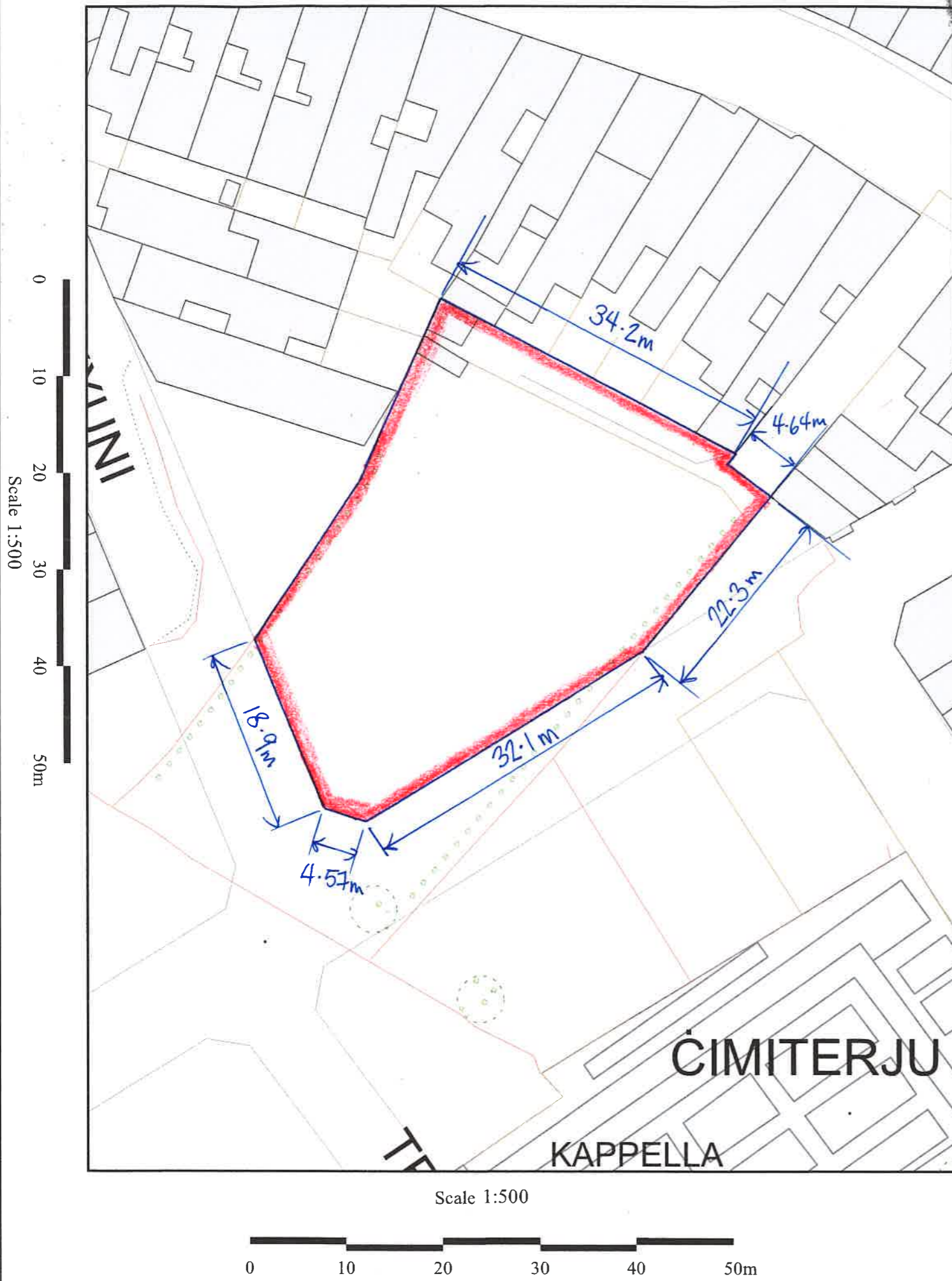
Timbru tal-Perit:
Architect's Stamp:

SOCIAL PROJECTS MANAGEMENT LTD
(SPM Ltd)
Perit Stephen Buhagiar
S.E. & A. A. & C.E.
Head of Projects

Firma ta' l-Applikant:
Applicant's Signature:

LR 84920


Dritt imħallas
Fee Paid



Aġenzija għar-Registrazzjoni tal-Artijiet
 116, Casa Bolino, Triq il-Punent, Il-Belt Valletta



Land Registration Agency
 116, Casa Bolino, Triq il-Punent, Il-Belt Valletta

Nru tal-Mappa: 193621 E Map Number:	Pożizzjoni Ċentrali: x = 58646 Centre Coordinates: y = 70527	Parti min S.S.: 5870 Extracted from S.S.:	Data: 15/01/2021 Date:
Perit: Architect:	 SOCIAL PROJECTS MANAGEMENT LTD (SPM Ltd) Perit Stephen Buħajjar B.E. & A. A.S.C.E. Head of Projects	Qies (metri kwadri): ≈ 1510 m² Area (square metres):	
Timbru tal-Perit: Architect's Stamp:		Firma ta' l-Applikant: Applicant's Signature:	

LR 187736

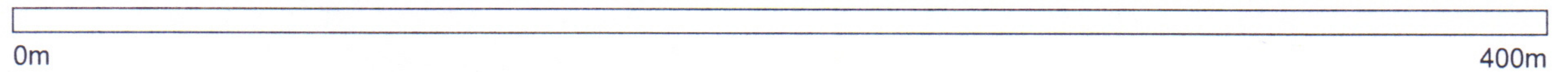
Dritt imħallas
Fee Paid

500m



0m

Min Easting 51992.98, Min Northing 71105.38, Max Easting 52392.98, Max Northing 71605.38

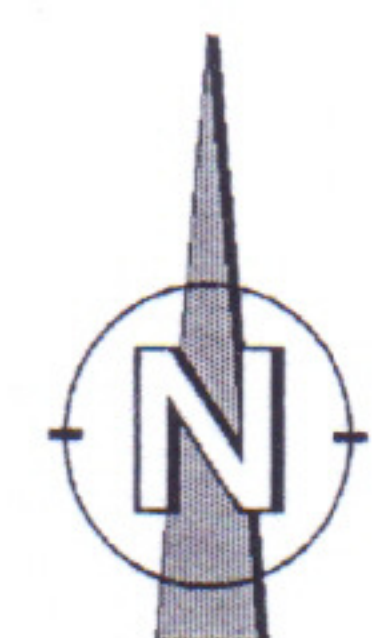


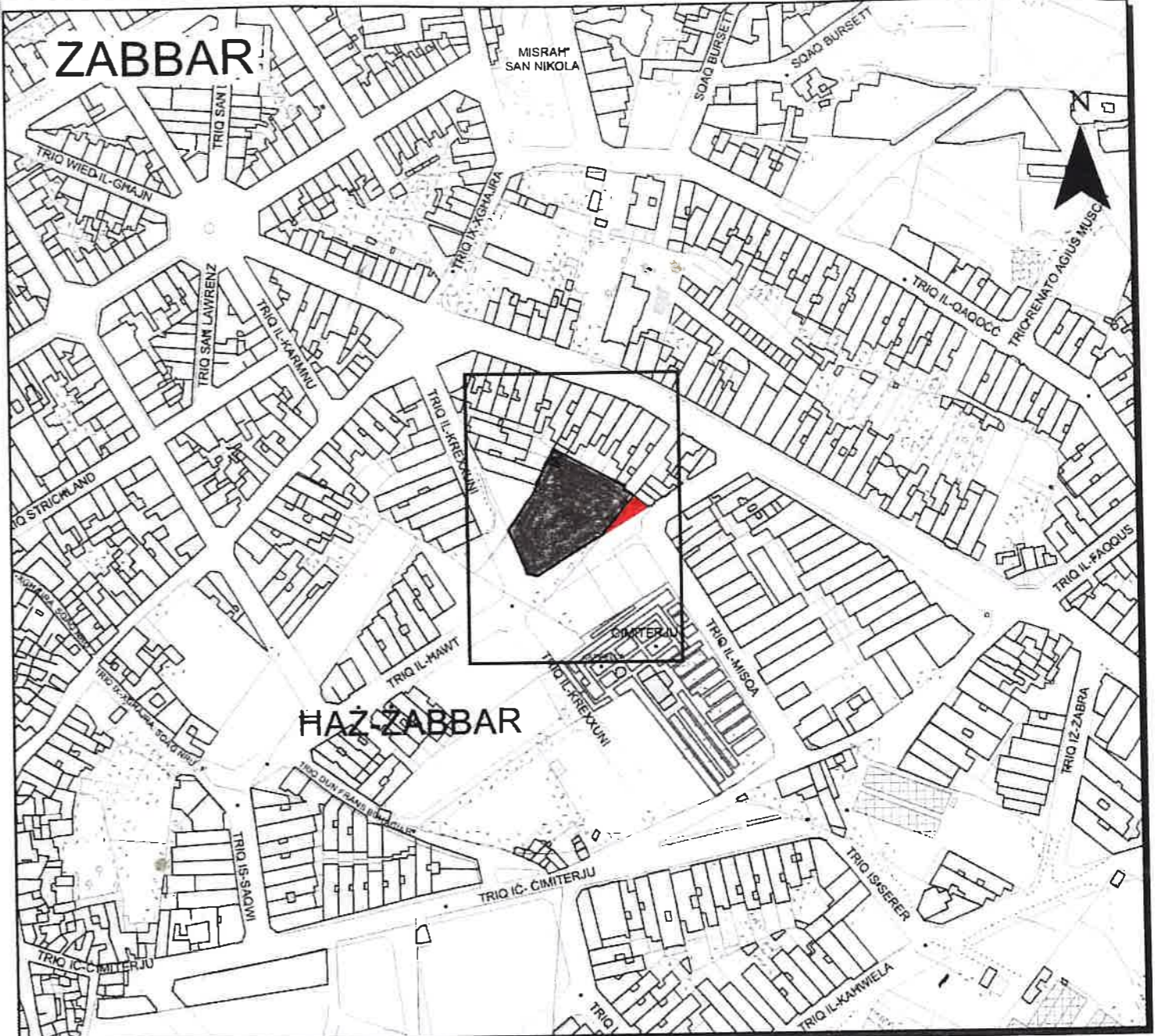
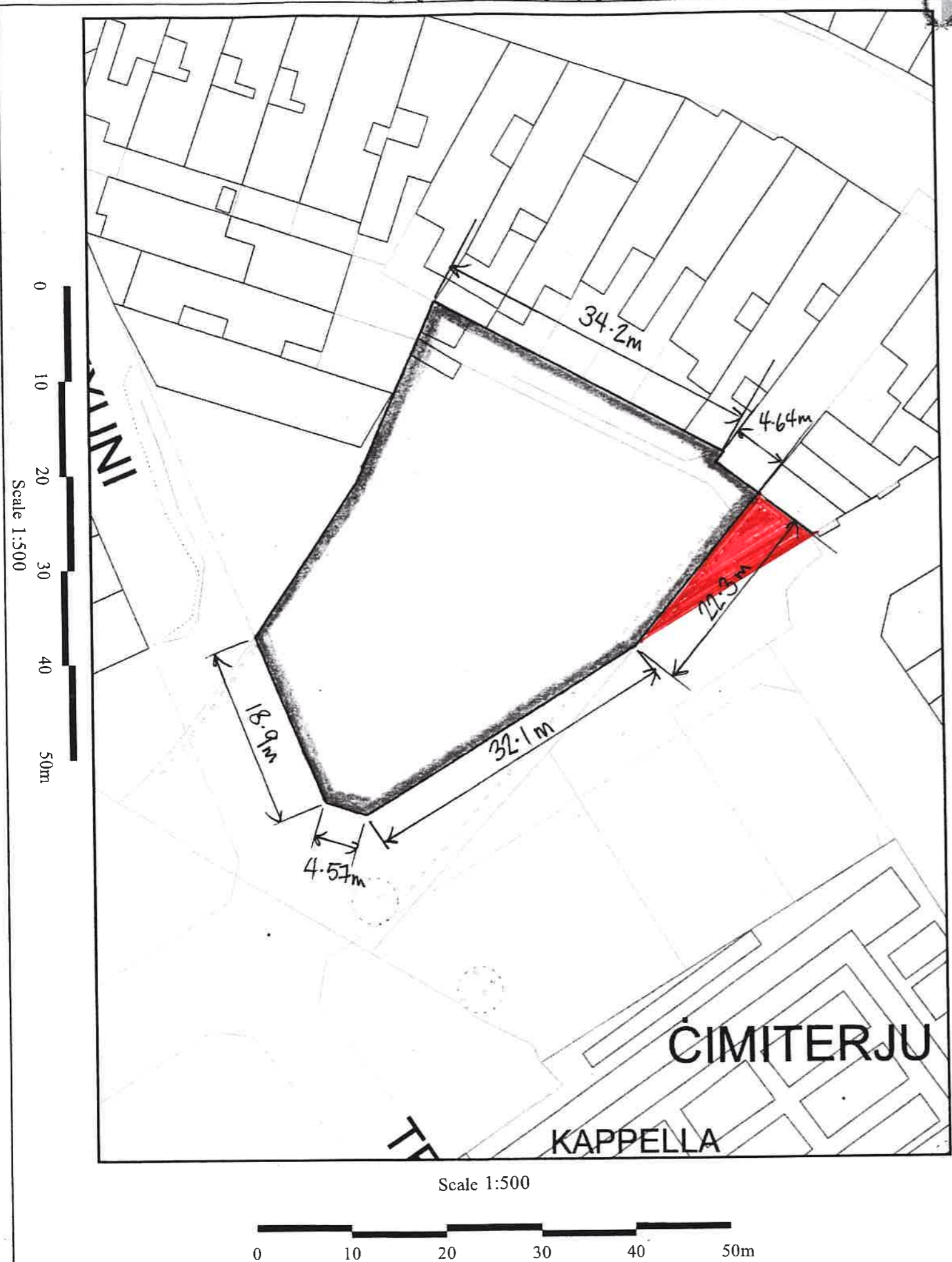
MEPA - www.mepa.org.mt

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 Tel: +356 2290 0000 Fax: +356 22902295

Site Plan, Scale 1:2500
 Printed on: Friday, July 10, 2015

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Pjanta tas-Sit 1:2500 Site Plan

Aġenzija għar-Registrazzjoni tal-Artijiet
 116, Casa Bolino, Triq il-Punent, Il-Belt Valletta



Land Registration Agency
 116, Casa Bolino, Triq il-Punent, Il-Belt Valletta

Nru tal-Mappa: Map Number:	193621 E	Pozizzjoni Ċentrali: Centre Coordinates:	x = 58646 y = 70527	Parti min S.S.: Extracted from S.S.:	5870	Data: Date:	15/01/2021
Perit: Architect:	 SOCIAL PROJECTS MANAGEMENT LTD (Pvt. Ltd) Perit Stephen Suleman B.E.C. A.M.S. C.M. Head of Projects		Qies (metri kwadri): Area (square metres):	$\approx 1510 m^2$		Firma ta' l-Applikant: Applicant's Signature:	$\approx 75 m^2$

LR 187736

Dritt imħallas
Fee Paid