

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:

Of the other part: Jonathan Cardona, chairman National Development Social Fund, a son of Louis Cardona and Josephine Cardona nee Falzon, born in Pieta on the 15th May 1976 and residing at Rabat, Malta holder of identity card number 259176M 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 sixty-nine square meters (269 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 or successors in title, as shown marked in red and identified with the letters "A" and "B" 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 in part that is as to portion B by virtue of Legal Notice sixty one of the year one thousand nine hundred and ninety nine (L.N. 61/1999) and in part that is as to portion A by virtue of a deed in the records of Notary Ryan Sciberras of the thirtieth (30) November of the year two thousand and twenty (2020).

- ii. QRD E : the plot of land measuring approximately seven hundred and ninety four square metres (794m²) 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).

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- 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 and eighty seven square meters (1087 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 plans attached to this deed and marked "P11A1" and "P11A2", 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 one thousand five hundred and ten square metres (1510 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 "P13", 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 Site" means any one of the Reserve Property Sites

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

- i. QRM A : two plots of land in the district known as 'Tal-Blat', having a frontage on Valletta Road, Qormi which two plots of land are separated by a new projected public road, measuring together approximately one thousand eight hundred and ten square meters (1,810 m²) or any divided portion thereof shown on the plans annexed to this deed and marked document "P14 and P14-1", which area of 1810m² includes the road areas which road areas are excluded from the QRM A Reserve Property Site;
- 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 ninety five square meters one thousand one hundred and ninety five square meters (1,195 m²) lying on the west of Triq is-Sikka and shown in two parts (which two parts are in fact contiguous to one another) in the attached plans document P15 (Plot A) and P15-1 and the other having an area of approximately five hundred and five square meters (505 m²) lying on the east of Triq is-Sikka shown on the said plan P15 (Plot B) or any divided portion thereof but excluding any road area;
- iii. the plot of land of a triangular shape measuring approximately seventy-five square meters (75m²) in Triq il-Hawt Haz-Zabbar or any divided portion thereof but excluding any road area shown in red on the plan attached to this deed and marked document "P16".

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 Sites 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 Sites 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 Emphyteuta 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 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 Agency'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 resolutive 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 and deed/s mentioned earlier on this deed in the description of each Property Site.

As per an exemption letter dated the twenty eighth (28th) December of the year two thousand and twenty (2020) issued by the Ministry for Finance and Employment a copy of which is being attached to this deed and marked document letter "A", 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: Jonathan Cardona, chairman National Development Social Fund, a son of Louis Cardona and Josephine Cardona nee Falzon, born in Pieta on the 15th May 1976 and residing at Rabat, Malta holder of identity card number 259176M 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 direct owner* 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 sixty nine square meters (269 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 or its successors in title, as shown marked in red and identified with the letter "A" and "B" on the plan attached to another deed in my records of today, free and unencumbered with all its rights and appurtenances;
- ii. QRD E : the plot of land measuring approximately seven hundred and ninety four square metres (794m²) 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 another deed in my records of today, 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 in red to another deed in my records of today, 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 in red on the plan attached to another deed in my records of today, 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 in red on the plan attached to another deed in my records of today, 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 in red on the plan attached to another deed in my records of today, free and unencumbered with all its rights and appurtenances;
- vii. SGW D : the plot of land measuring approximately one thousand and eighty seven square meters (1087 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 another deed in my records of today, 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 in red on the plan attached to another deed in my records

of today, 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 Imbroli, 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 another deed in my records of today, 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 in red on the plans attached 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 in red on the plans attached to another deed in my records of today, 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 in red on the plan attached, 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 in red on the plan attached, free and unencumbered with all its rights and appurtenances;

- xiii. ZBR A : the plot of land measuring approximately one thousand five hundred and ten square metres (1510 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 another deed in my records of today, 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 Site" means any one of the Reserve Property Sites

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

- i. QRM A : two plots of land in the district known as 'Tal-Blat', having a frontage on Valletta Road, Qormi which two plots of land are separated by a new projected public road, measuring together approximately one thousand eight hundred and ten square meters (1,810 m²) or any divided portion thereof shown on the plans annexed to a deed in my records of today from which area of 1810m² includes the road areas which road areas are excluded from the QRM A Reserve Property Site;
- 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 ninety five square meters (1,195 m²) lying on the west of Triq is-Sikka and shown in two parts on the plans annexed to another deed in my records of today namely, as plot A on P15 and plot A1 on the plan P15-1 and the other having an area of approximately five hundred and five square meters (505 m²) lying on the east of Triq is-Sikka shown on the plan P15 marked as plot B or any divided portion thereof but excluding any road area;
- iii. the plot of land of a triangular shape measuring approximately seventy five square meters (75m²) in Triq il-Hawt Haz-Zabbar or any divided portion thereof but excluding any road area shown marked in red on the plan attached to another deed in my records of today;

"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.

i) The words Capital Finance shall include, where the context so requires, the Additional Capital Finance.

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*).
- v. 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 schedules attached to this deed and marked document letter “A” and “B” (the “**Investment Return**”). (Document A represents the total amount due to the

Agency calculated on the basis that the Agency advances the Capital Investment while Document B the total amount due to the Agency calculated on the basis that the Agency advances the Capital Investment plus the Additional Capital Investment)

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, if advanced, of the additional 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/or the Additional 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 together with all and/or any improvements situated thereon. 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 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 "C", 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 Agency 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.

11.3 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 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 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 developed on the Reserved Sites.
- 21.2 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.
- 21.3 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 of today and under the same terms and conditions contained in this Deed of Lease and the relative groundrent and rent and Capital Finance and Investment Return shall remain unaltered and fixed as those resulting from this deed and the Deed of Temporary Emphyteusis and this deed. The stipulations contained in these paragraphs 21.1, 21.2 and 21.3 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 21 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 tendered by the contractor/s after the issue of any tender in relation to any works required for the development of improvements over any Property Site of the (the "Contract Sum"), 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





Document "X"

Document

A	Exemption letter Ministry of Finance – Duty on Documents
P1	Plan of site QRD D
P2	Plan of site QRD E
P3	Plan of site ZBG C
P4	Plan of site ZBG D
P5	Plan of site SGW B
P6	Plan of site SGW C
P7	Plan of site SGW D
P8	Plan of site PLA B
P9	Plan of site PLA A
P10A	Plan of part of site KRP E
P10B	Plan of part of site KRP E
P11A1	Plan of part of site LQA B(a)
P11A2	Plan of part of site LQA B(a)
P11B	Plan of part of site LQA B(b)
P12	Plan of site MLH A
P13	Plan of site ZBR A
P 14 and P14-1	Plan of Reserve Site at Qormi
P 15 and P15-1	Plan of Reserved Site at Marsaskala
P16	Plan of Reserved Site at Haz-Zabbar



"A"

19

MINISTERU GHALL-FINANZI
U X-XOGHOL



MINISTRY FOR FINANCE
AND EMPLOYMENT

MALTA

MF 780/76/56
IR(S) 6372/20

28th December 2020

Mr Raymond Ellul
National Development and Social Fund
Orange Grove, Block B,
Triq Birbal,
Balzan

Dear Sir,

Request for exemption from the payment of Duty on Documents in terms of Article 23 of the Duty on Documents and Transfers Act, Cap 364 – The National Development Social Fund (NDSF)

Kindly refer to request regarding the above captioned subject.

The Minister for Finance and Employment has authorised that no duty shall be levied under the said Act on the deed of acquisition by The National Development Social Fund (NDSF) from Housing Authority by title of temporary emphyteusis for a term of sixty five (65) years in respect of a social housing project for the construction and finishing and allocation of a number of residential units and garage/car space units over property sites in various localities in Malta.

Yours faithfully,

Ruth Mifsud Friggieri
f/Permanent Secretary

cc: Office of the Commissioner for Revenue
Capital Transfer Duty Department
Attn: Ms Josette Galdes
Director (Property Tax)

Mr Leonid McKay
CEO
Housing Authority

ZBG D

Print Date: 07/08/2019
Property No: 07004076
Description: LRCS Ltd
Remarks:

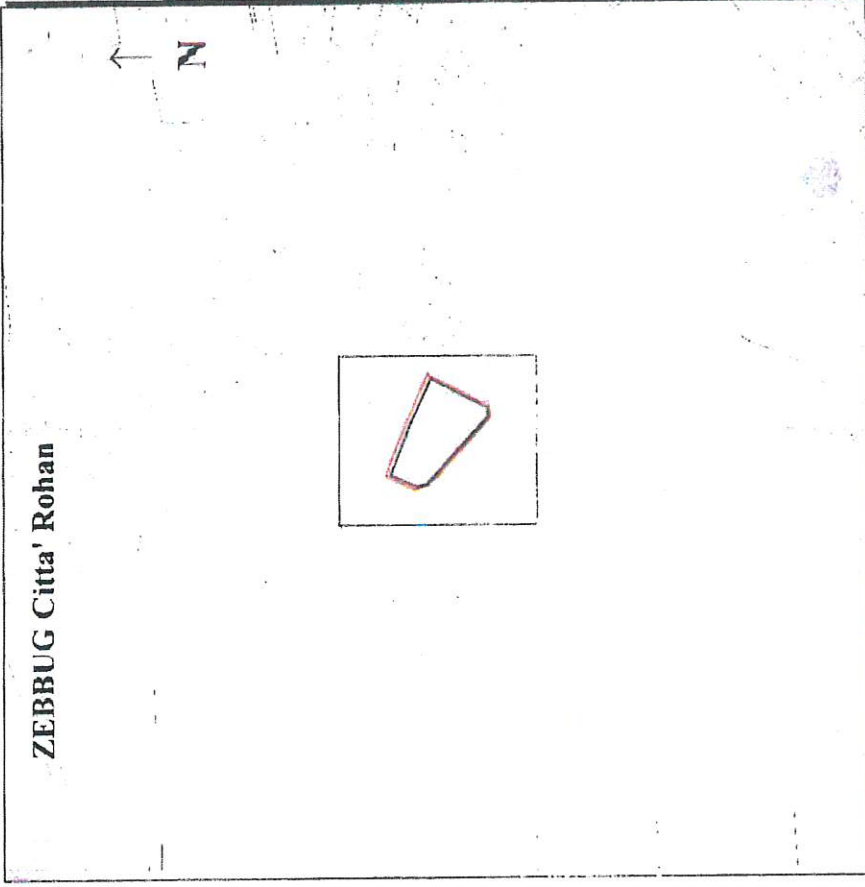
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11 - Registru ta' l-Artijiet - Malta

LAND REGISTRY
118, WEST STREET,
VALLETTA

Din hu dokument afficiali għall-użu biss, fir-Registru ta' l-Artijiet

ZEBBUG Citta' Rohan



Gvern Ta' Malta
Pjanta tas-sit 1:2500 Site Plan
Government of Malta
Land Registry
Casa Balino, 116 West Street, Valletta

Nru tal-Mappa: 90034M
Map Number: 90034M
Parti mini SS: 4869
Extracted from SS: 4869
Data: 18/01/2006
Date: 18/01/2006

Qies (metri kwadrati)
Area square metres: 1490 m²

Imma tal-Applikant
Applicant's signature

Dr. Nibalis
Lee Pace

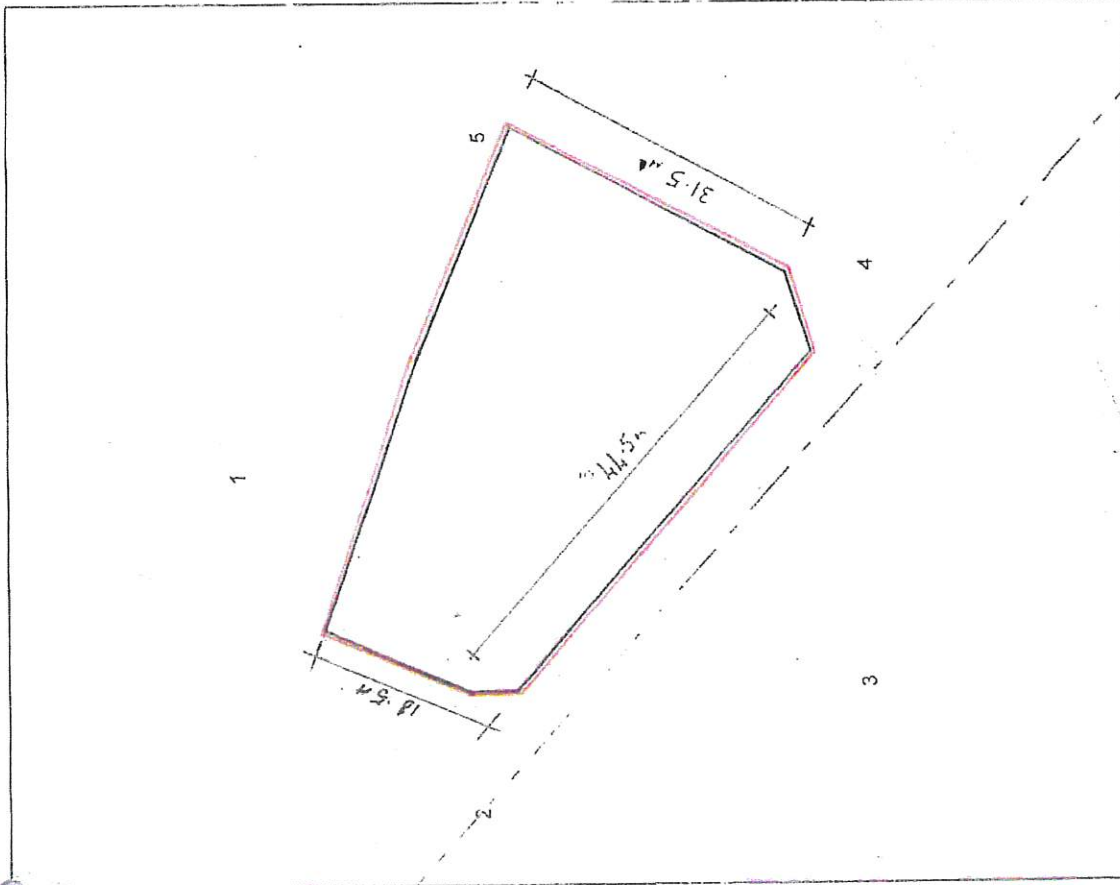
HOUSING AUTHORITY

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

Perit
Architect

Timbru tal-Perit
Architect's Stamp

LAND REGISTRY
118, WEST STREET,
VALLETTA



Scale 1:500 Scala

0 m

10 m

20 m

30 m

40 m

50 m

Handwritten signature

P5.
SGWB

4A

AS PER CERTIFICATE OF TITLE: A 389^{ud} 2

PLOT Nos. 146-170.
'TA' WIED HESRI'

Plan No:

11202060

LAND REGISTRY
Valletta.

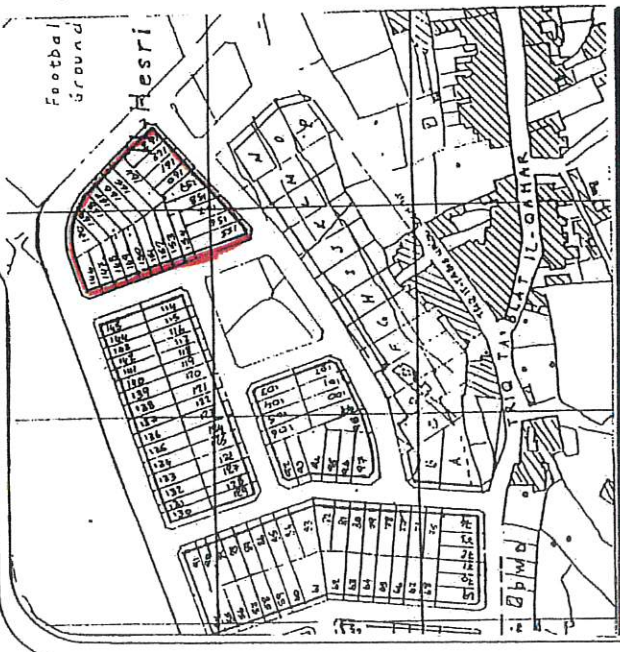
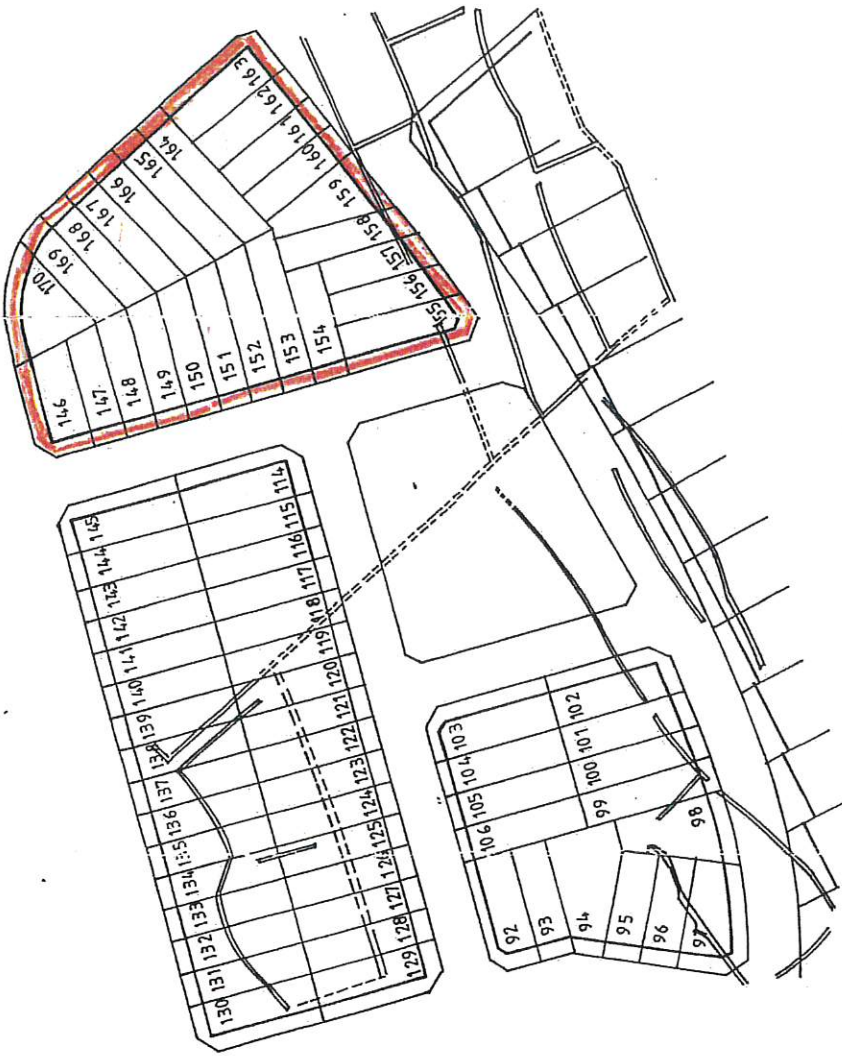
locality:

SIGGIEWI

drawn by:

N. Ganci.

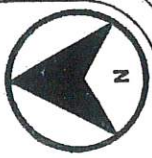
checked by:



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SURVEY SHEET: 4868
GRID REF: 68532; 48875.

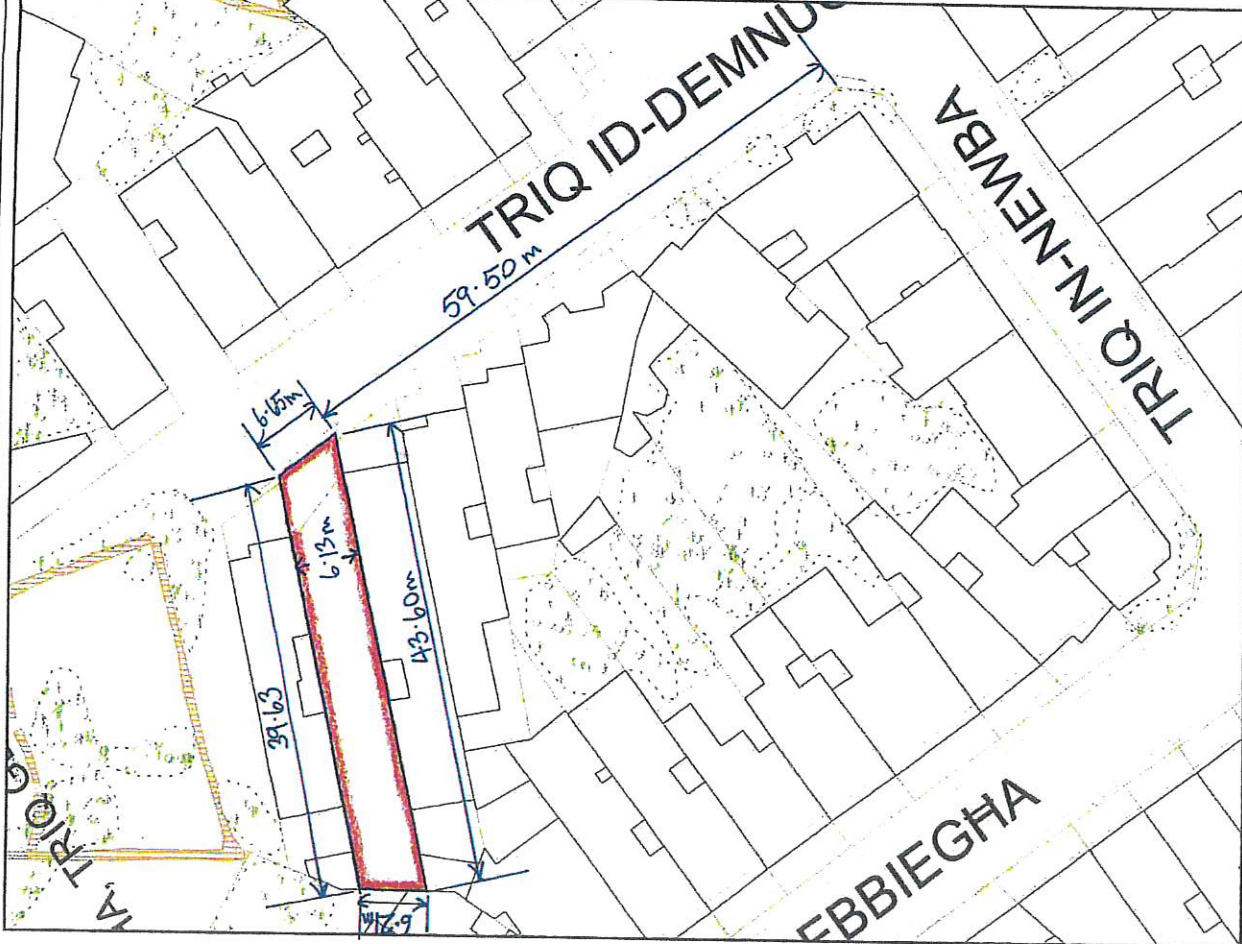
NOTE.
REDUCED FROM
PLAN SUBMITTED.



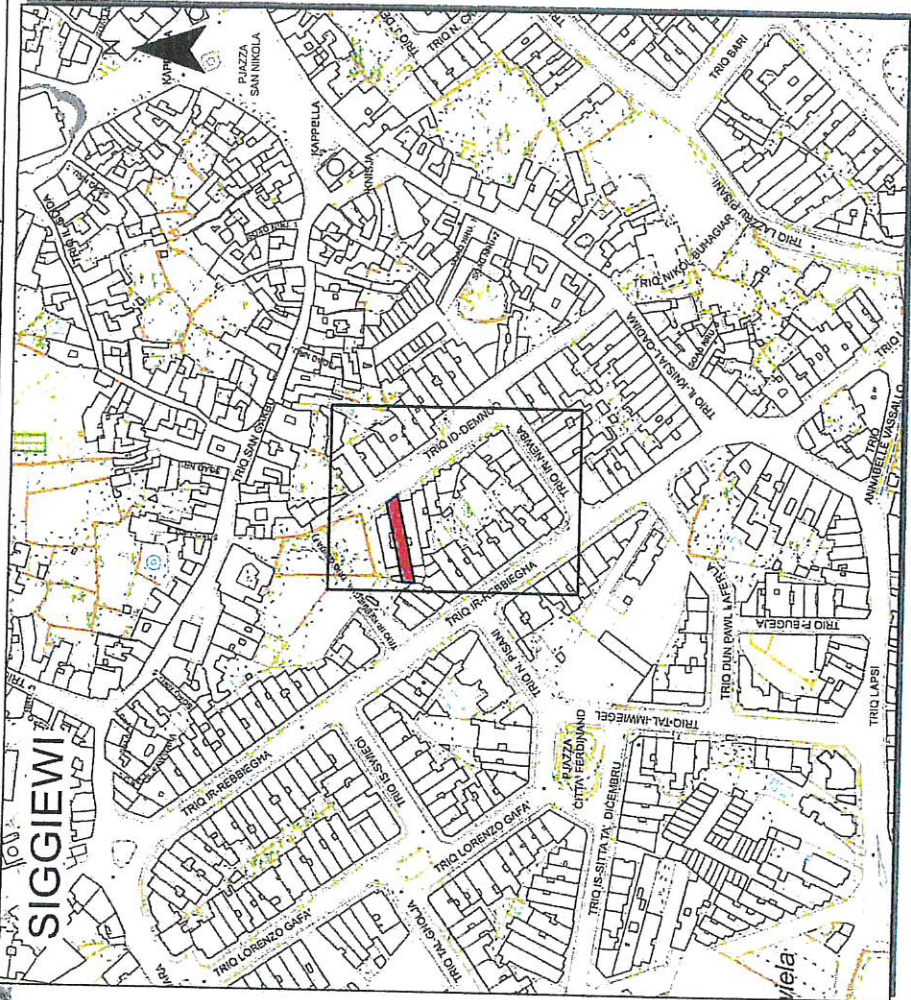
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LEA 11459/94

P6



Scale 1:500




Pjanta tas-Sit 1:2500 Site Plan



Agenzija 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: 198834 E	Pozizzjoni Centrali: x = 49148	Parti min S.S.: 4867	Data: 16/02/2021
Map Number:	Centre Coordinates: y = 67939	Extracted from S.S.:	Date:
Perit:		Qies (metri kwadri): 255 m²	
Architect:	SOCIAL PROJECTS MANAGEMENT LTD (SPM LTD)	Area (square metres):	
Timbru tal-Perit:	Perit Stephen Buhagiar	Firma ta' l-Applicant:	
Architect's Stamp:	B.E.&A.A.&C.E.	Applicant's Signature:	
	Head of Projects		

LR 192749

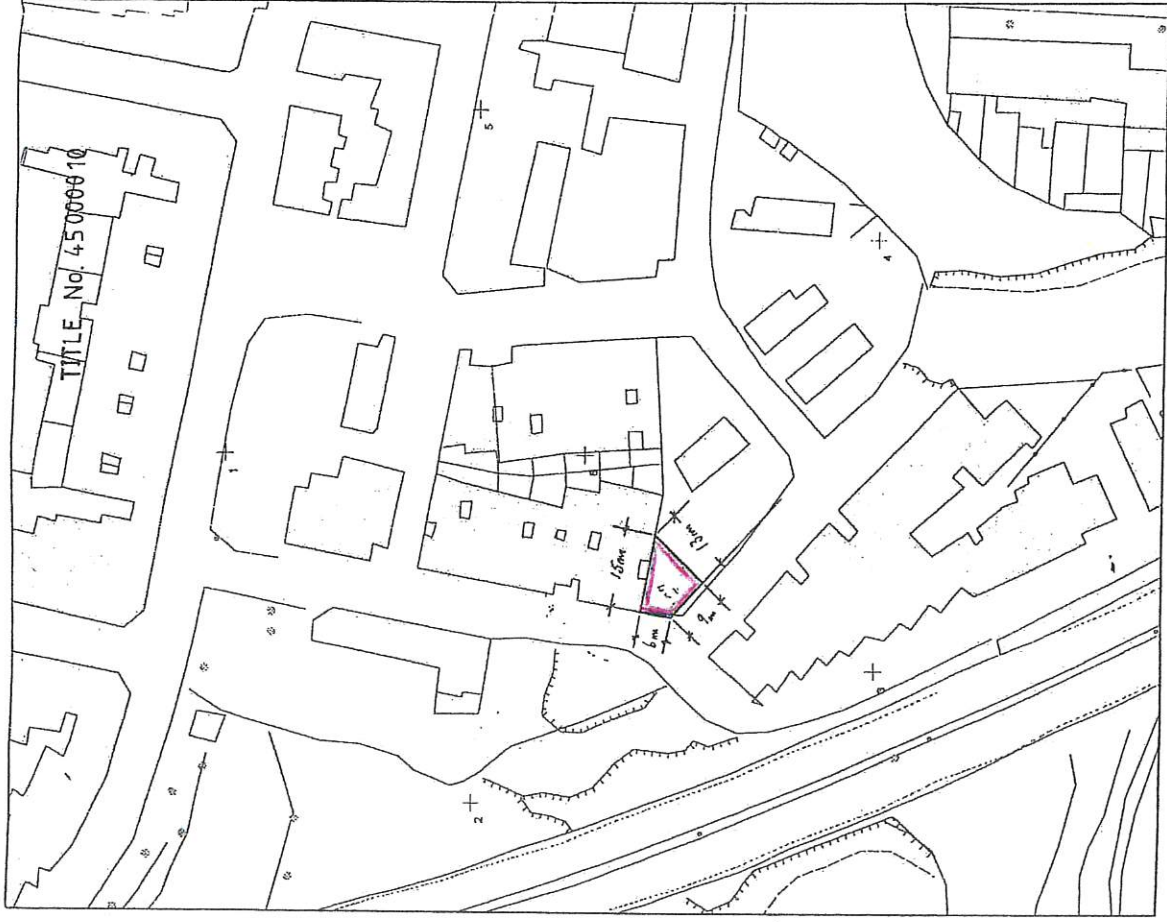
Dritt imħallas
Fee Paid

P6

P88 PLAB T mo gyal LRA 412/99.

LAND REGISTR
116, WEST STREET
VALLETTA

28066




Pjanta tas-sit 1:2500 Site Plan

Registru ta' l-Artijiet

Casa Bolino, 116 Triq il-Pinent, 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
Perit Architect:	M. Selva Atce		Qies (metri kwadrati) Area (square metres)		100 m ²		
Timbru 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

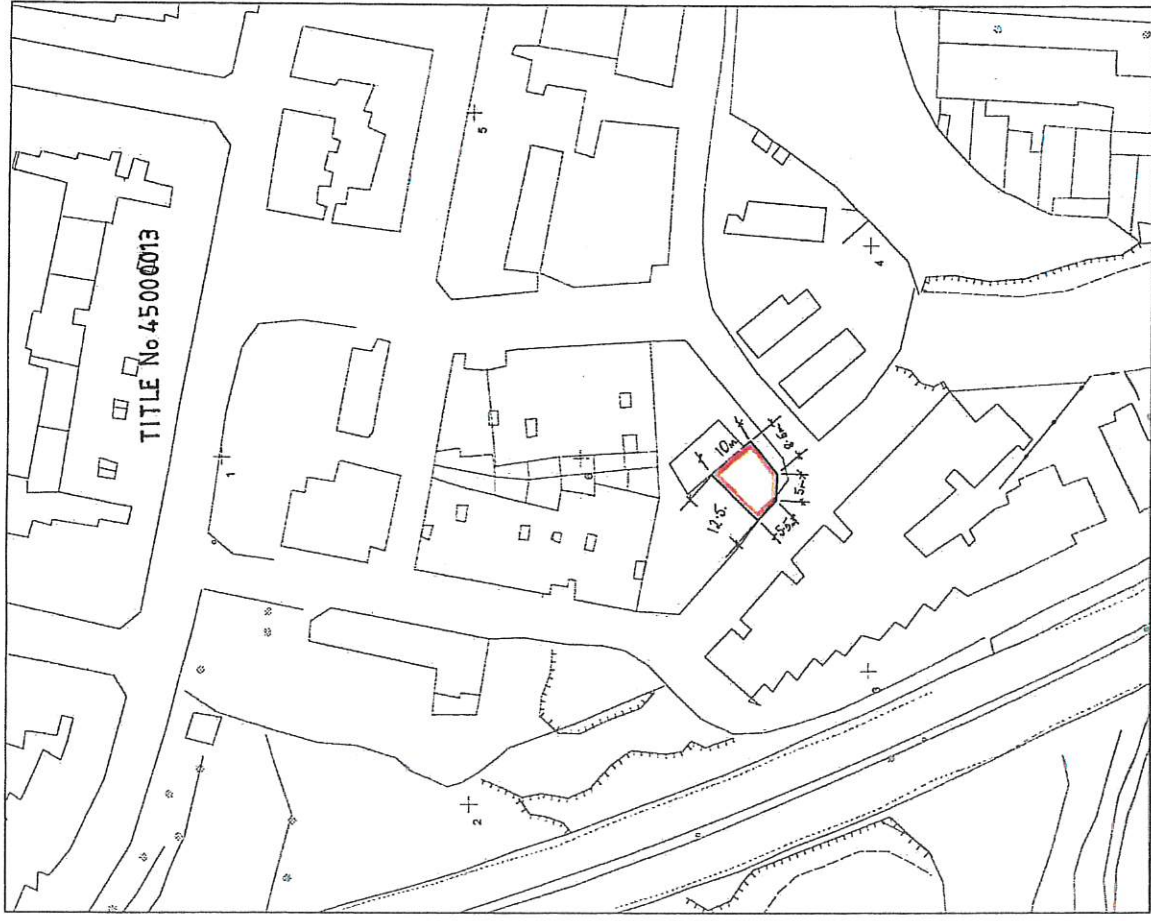
ANTONIO POCE
P/ DIRECTOR

LRA 11673/99.

Plot 30 28069

p9

LAND REGISTRY
116, WEST STREET,
VALLETTA



Registru ta' l-Artijiet

Casa Bolino, 116 Triq il-Panent, Valletta

Land Registry

Casa Bolino, 116 West Street, Valletta



Nru tal-Mappa: 10837	Posizzjoni Centrali: x = 55430 Centre Coordinates: y = 69600	Parti minn SS: 5469	Data: 10/10/1996
Map Number:		Extracted from SS	Date:
Parti Architect: M. Scherbi A.C.E.		Qies (metri kwadri) Area (square metres): 110m ²	
Wnbaru tal-Parti Architect's Stamp: MICHAEL SCHEMBRI A.C.E. Architect & Civil Engineer		Firma tal-Applikant Applicant's signature	



f Director

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

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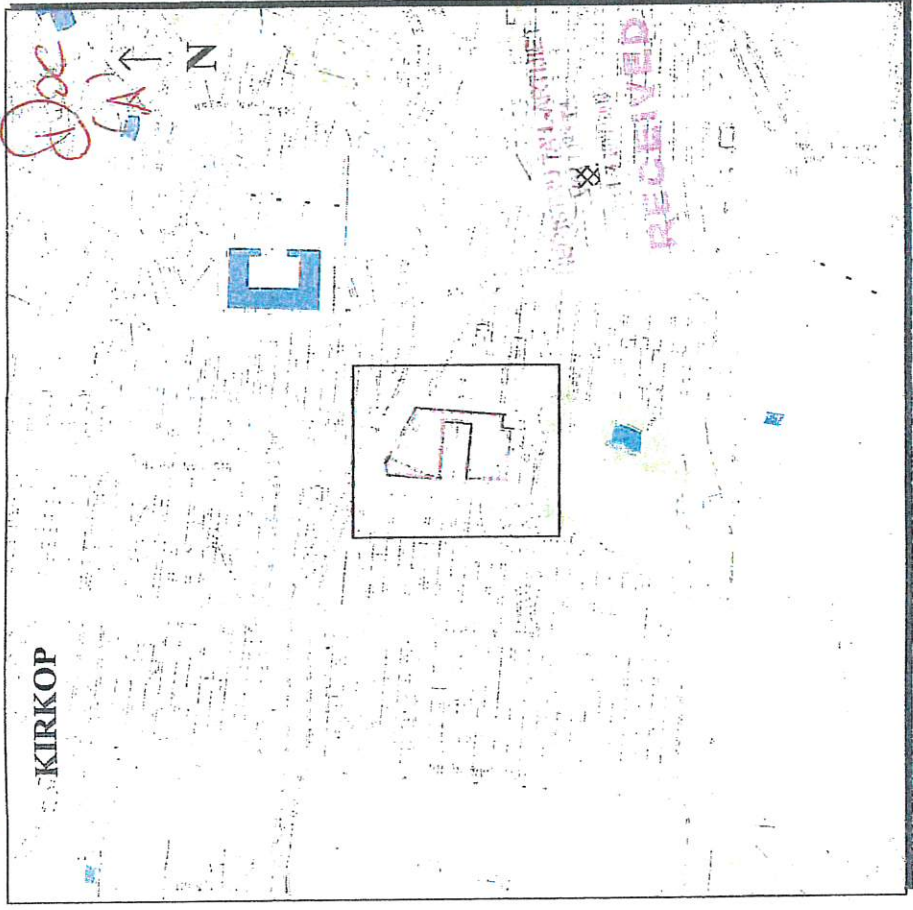
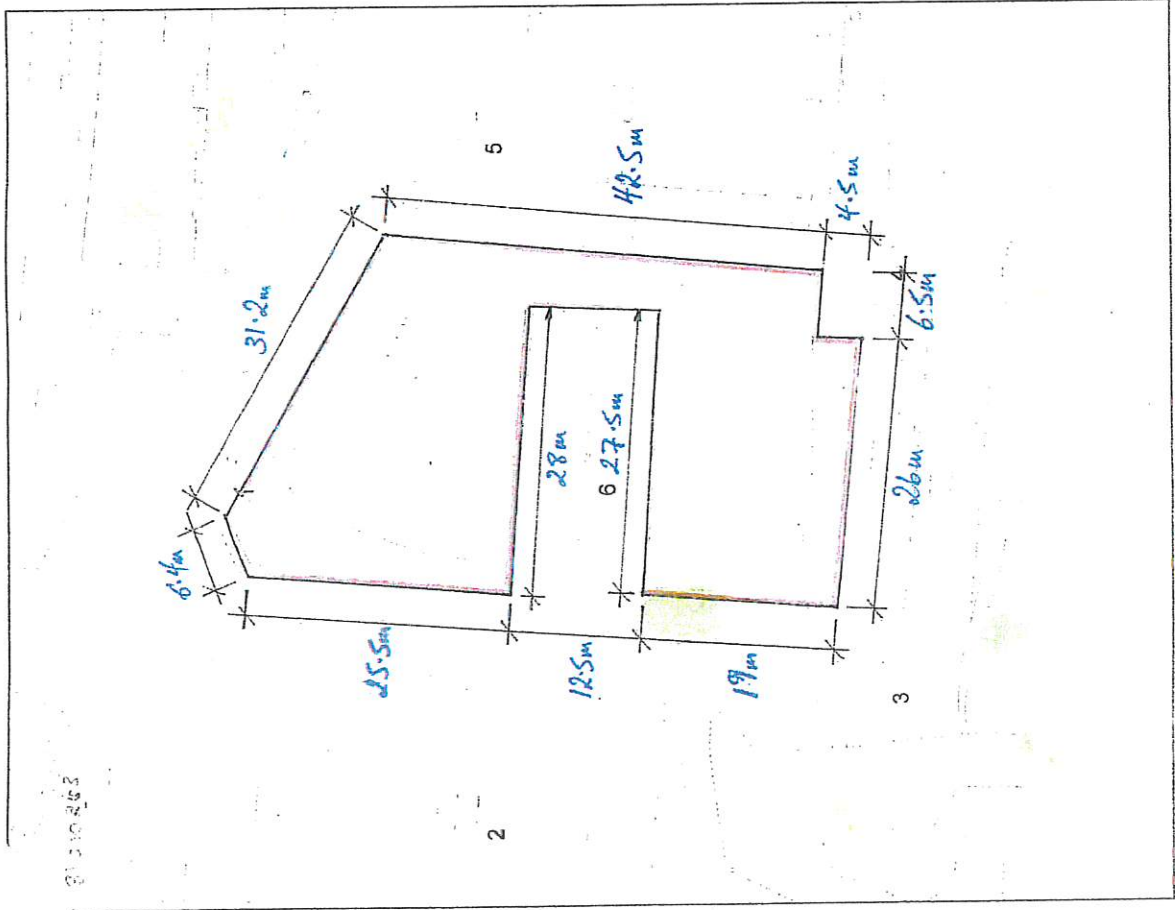
Dritt Mhallas
Fee Paid

TA' DAR IT- TWIL, DLOWN M, KOTZ 17, 18, 19, 22, 23, 24
 TA' SONA L-IMBRWA, KIRKOP

PIOA KRPE

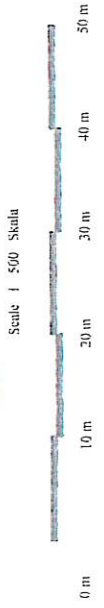
ALBERGO DE SAVIERE
 VILLETTA

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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

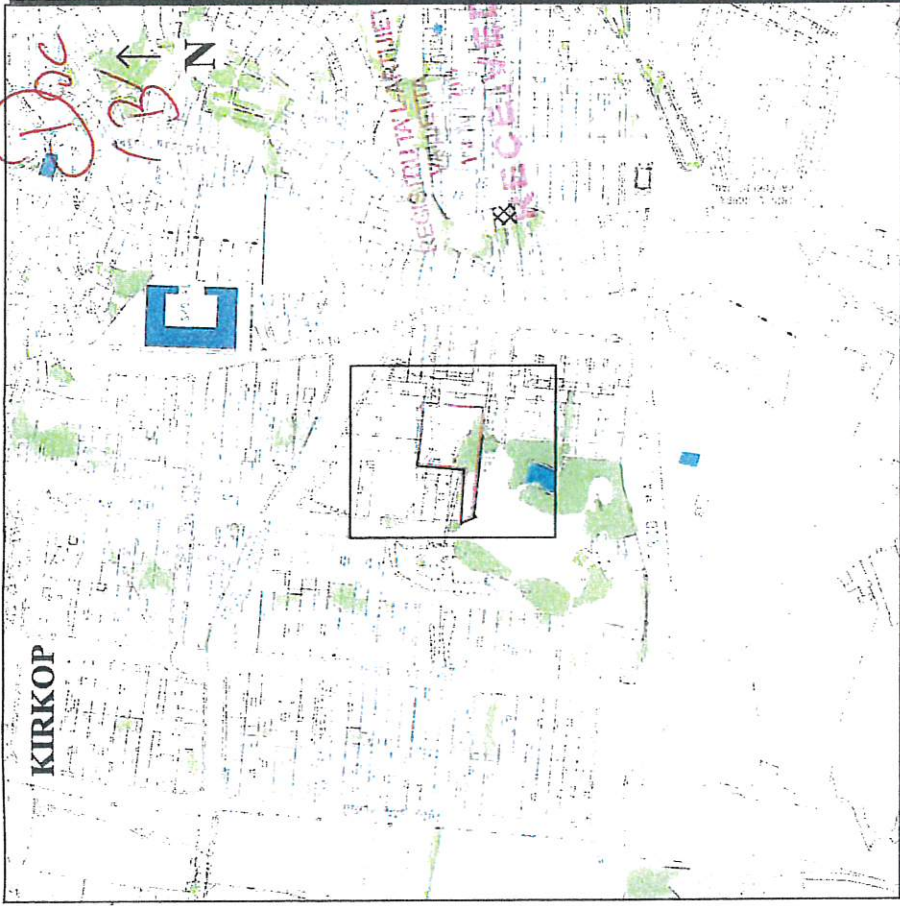
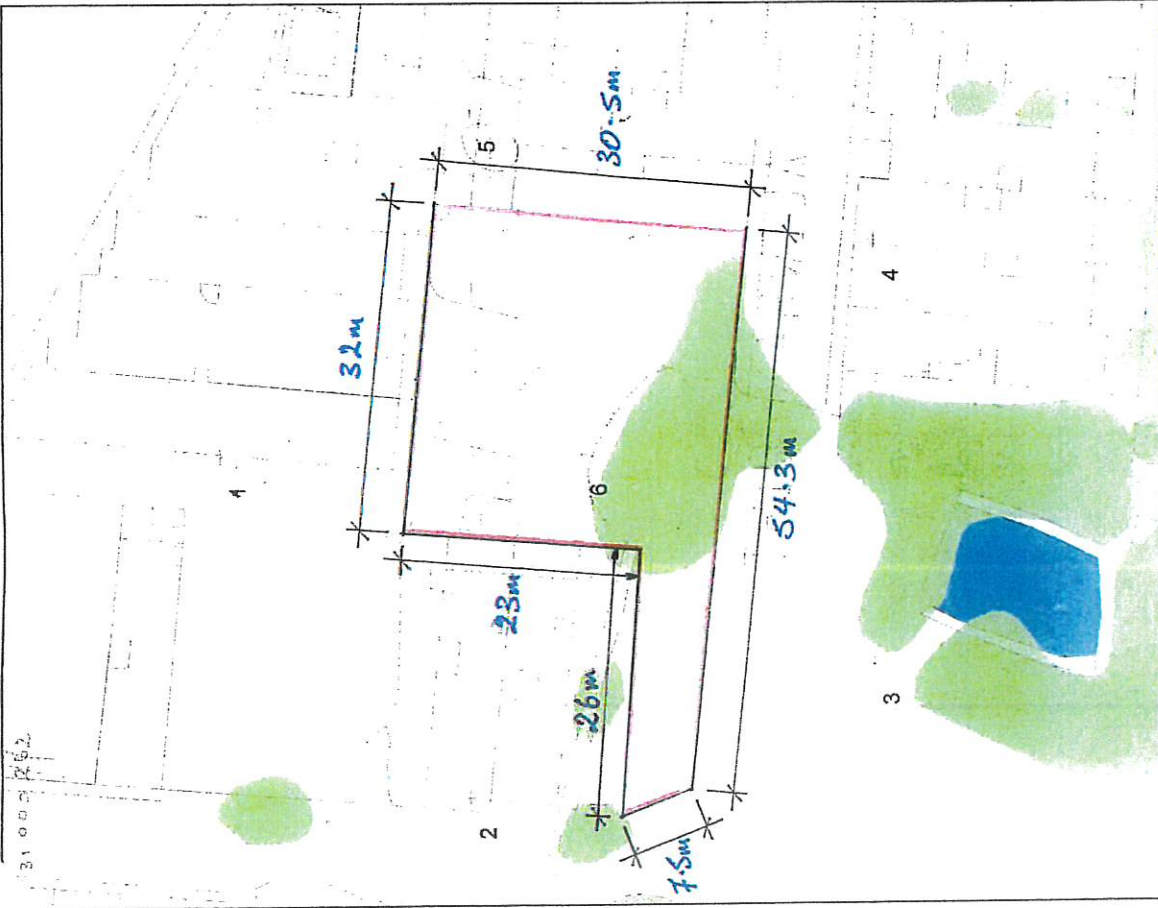
Nru tal-Mappa: 253111M Pożizzjoni Ċentrali: x = 53400 Parti minn SS: 5266 Data: 04/09/2013
 Map Number: Centre Coordinates: y = 66583 Extracted from SS: Date:
 Perit -Architect: Qies (metri kwadri) Area (square metres): 1,350 m²
 Timbru tal-Perit -Architect's Stamp: Firmat-Applikant Applicant's signature: ROSARIO GALEA
 Date: 04/09/2013



Scale 1:500 Skala

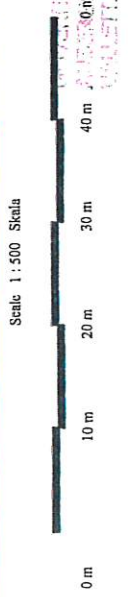
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ART TA OIK 17- WIL, OROGRI, 1000 0 0 10 10,
TA' SAWE L-MAJMA, KIRKOP.



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: 253110M Pożizzjoni Ċentrali: x = 53420 Part mitni SS: 5266 Date: 04/09/2013
 Map Number: Centre Coordinates: y = 66543 Extracted from SS:
 Perit Architect: Qies (metri kwadri) Area (square metres) 1,150m²
 Firmat tal-Applikant Applicant's signature
 Perit Stefan Scotto Estate Management Department ROSARIO GALEA Assistant Director
 Dritt Mhaallas Fee Paid



CHARLES FAR CARMEL STR LUQA Tug wind J. Schembelli (SO. Ref A/S)

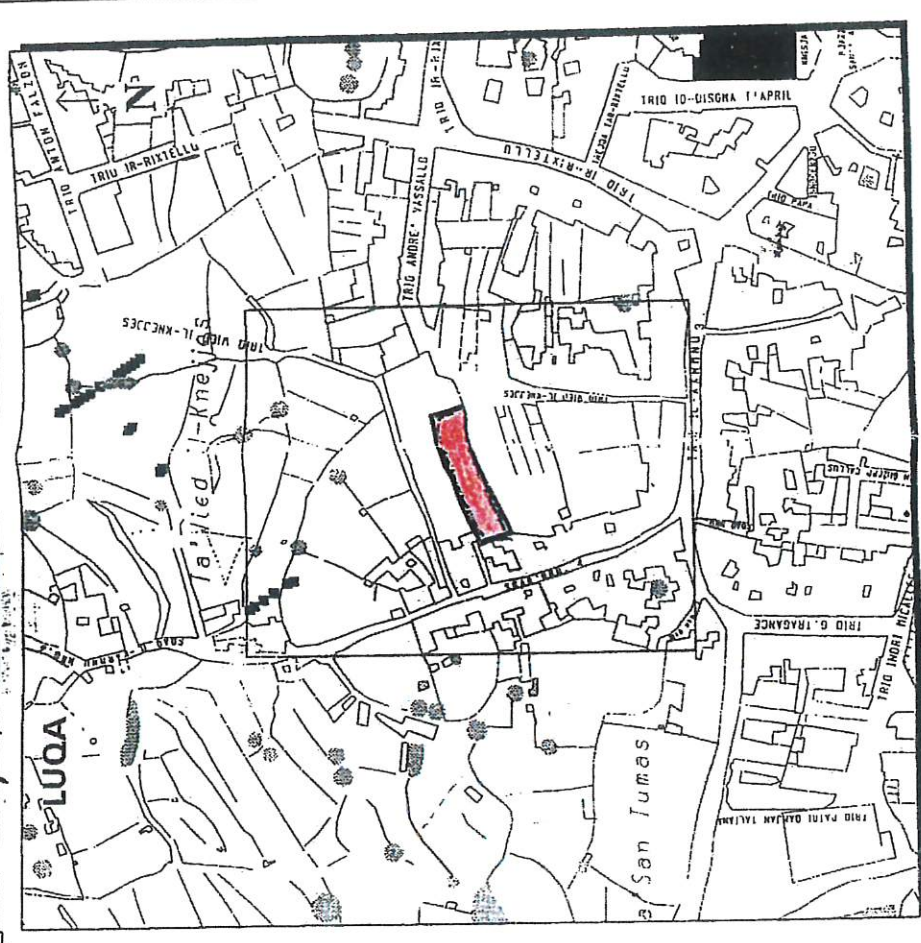
PIIAZ 3802 - 006 242/2006 116, WEST STREET, 3 VALLETTA



Scale 1:1000 Skala



LAND REGISTRY
 116, WEST STREET,
 VALLETTA



Pjanta ta' sit 1:2500 Site Plan

Registru ta' l-Artijiet **Land Registry**
 Casa Bolino, 116 Triq il-Purport, Valletta Casa Bolino, 116 West Street, Valletta

Nru tal-Mappa: 13604	Posizzjoni Centrali: x = 53710	Parti minn SS: 5269 5268	Data: 02/17/1997
Map Number:	Centre Coordinates: y = 68910	Expected from SS	Date:
Perit/Architect: M. Schembelli AACC		Q.s.s (metri kwadrati) / Area (square metres): 1200 m ²	

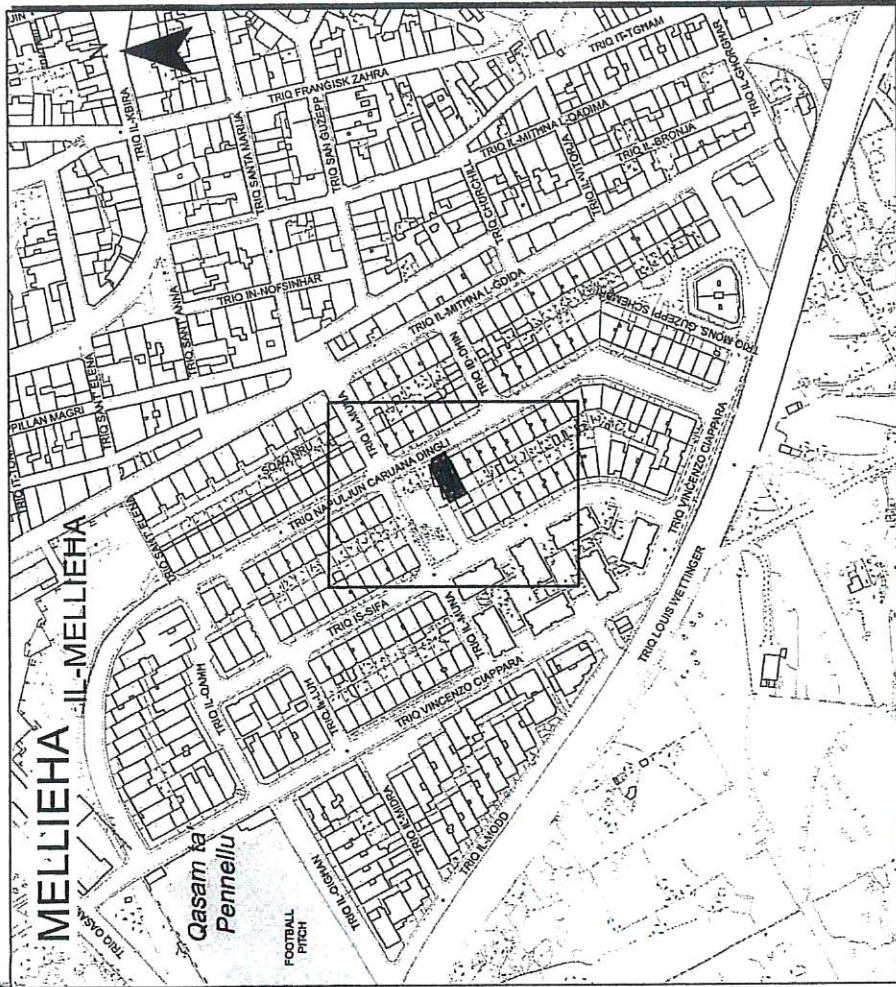
Fitma tal-Applikant
 Applicant's signature

Perit Mhallas
 P. Schembelli

116, WEST STREET, VALLETTA

P12

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

Pjanta tas-Sit 1:2500 Site Plan

Gvern ta' Malta

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

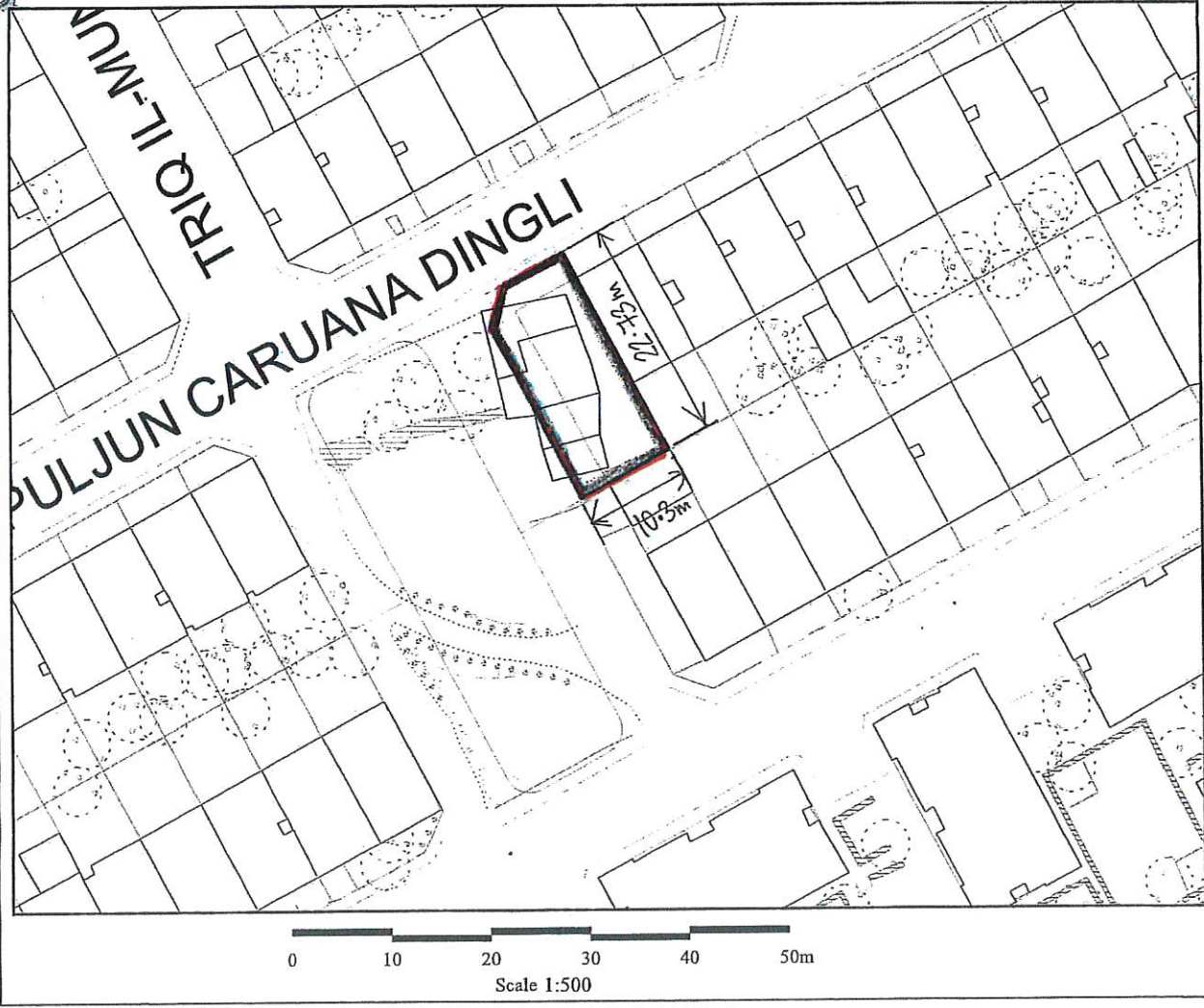


Nru tal-Mappa: 96438 M	Parti min S.S.: 4279	Data: 16/10/2018
Map Number:	Extracted from S.S.:	Date:
Perit: 	Qies (metri kwadrati): 229.2	Area (square metres):
Architect: SOCIAL PROJECTS MANAGEMENT LTD (SPML)	Firma ta' l-Applicant: Perit Stephan Buhagiar	Applicant's Signature:
Timbru tal-Perit: D.E.A. A.E.C.E.	Head of Projects	
Architect's Stamp:		

LR 84920

Dritt imballias
 Fee Paid

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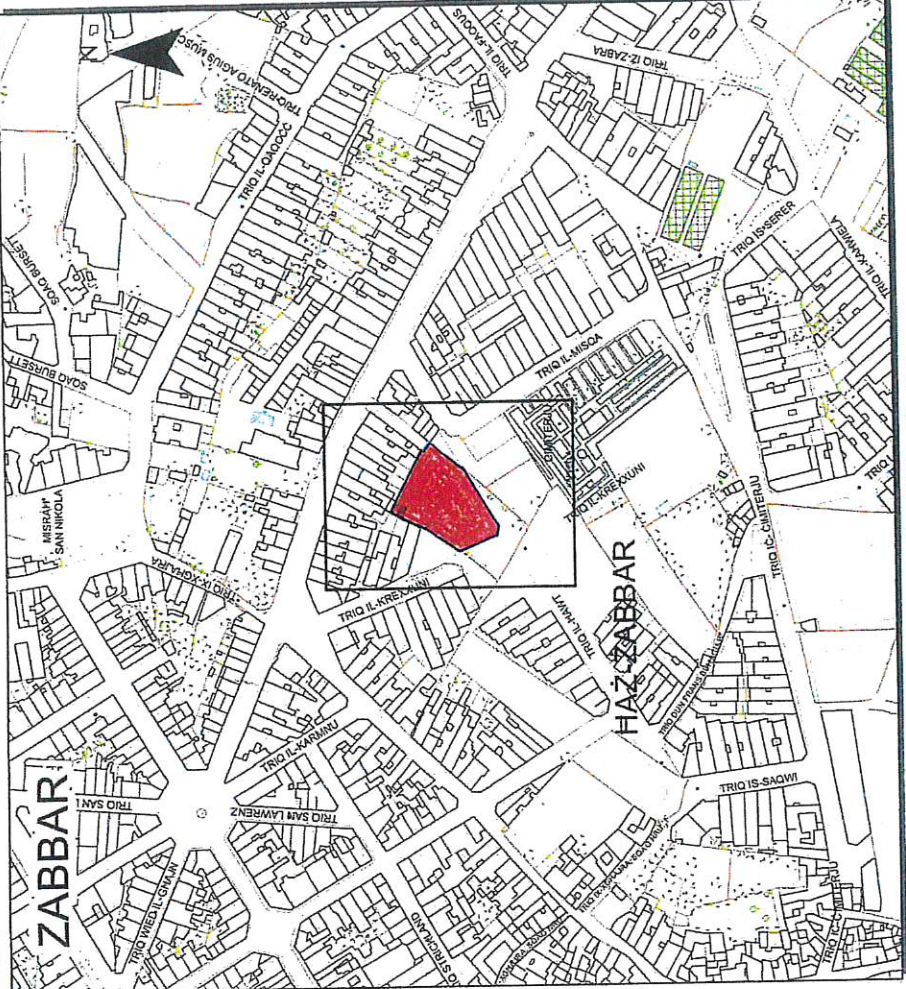
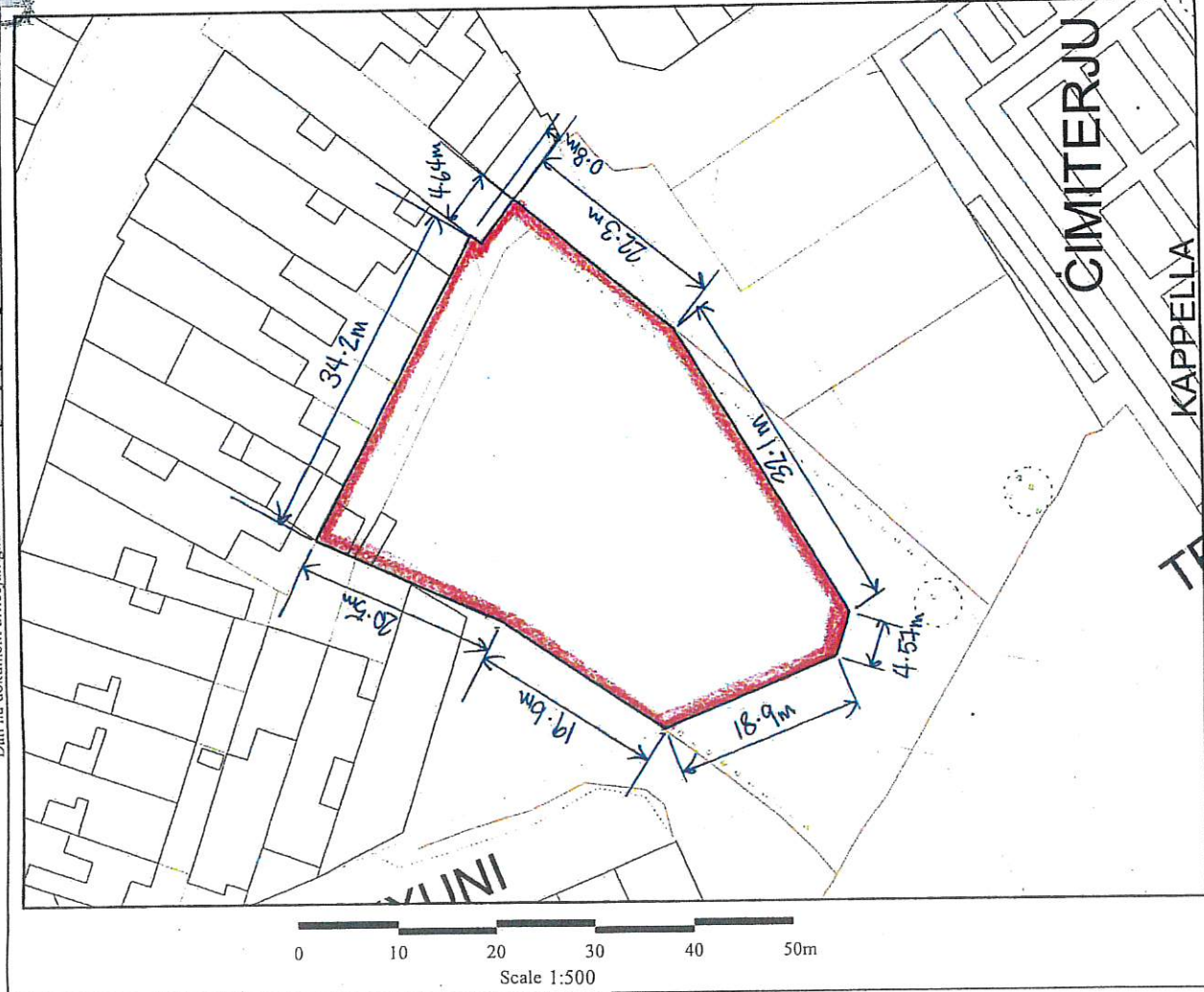


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P13

Dan hu dokument uffiċjali għall-użu biss fl-Agenzija għar-Registrazzjoni tal-Artijiet




Pianta tas-Sit 1:2500 Site Plan



Agenzija għar-Registrazzjoni tal-Artijiet
116, Casa Bollino, Triq il-Punent, Il-Belt Valletta

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

Nru tal-Mappu: 193621 E	Posizzjoni Ċentrali: x = 58646	Parti min S.S.: 5870	Data: 15/01/2021
Map Number:	Centre Coordinates: y = 70527	Extracted from S.S.:	Date:
Perit:		Qies (metri kwadrati): 5 1510 m²	
Architect:	SOCIAL PROJECT MANAGEMENT LTD Taq. 111 Perit Staghena, Valletta Belt Valletta Head of Projects	Area (square metres):	
Timbru tal-Perit:		Firma ta' l-Applikant:	
Architect's Stamp:		Applicant's Signature:	

Scale 1:500



Dritt imballas
Fee Paid

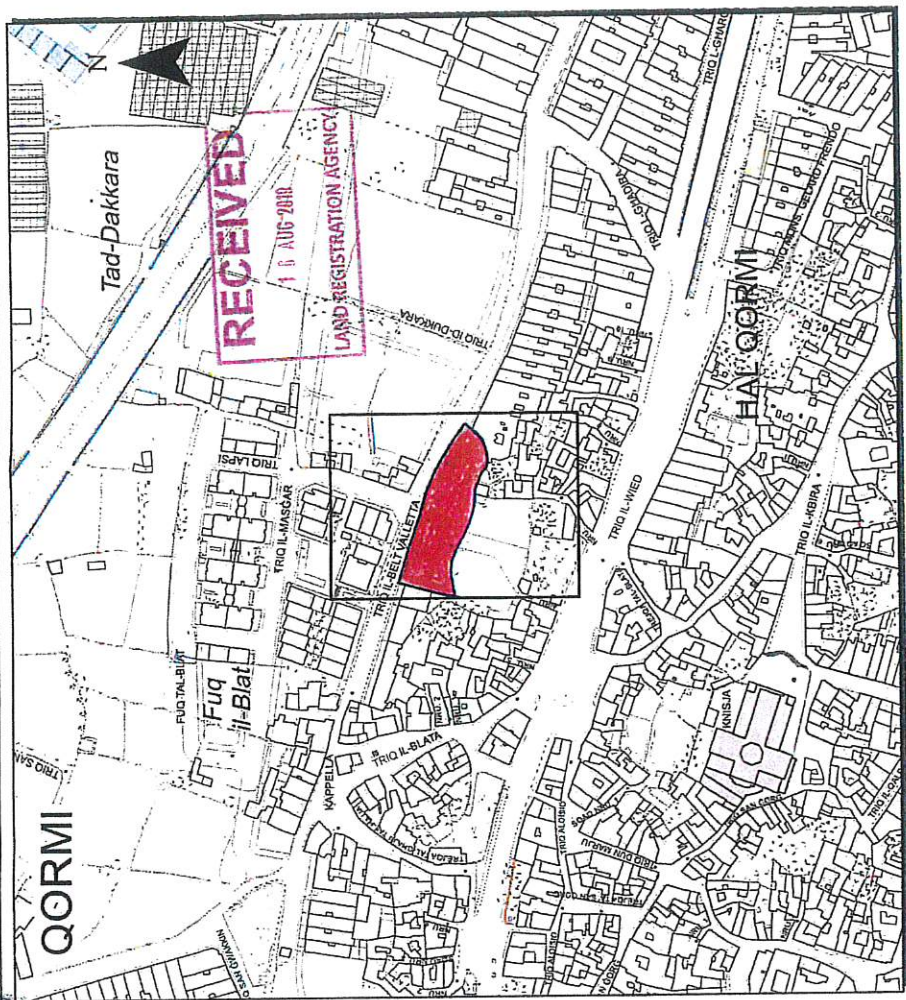
LR 187736



P 14

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Dan hu dokument uffiċjali għall-użu biss fir-Registru ta' l-Artijiet



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

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

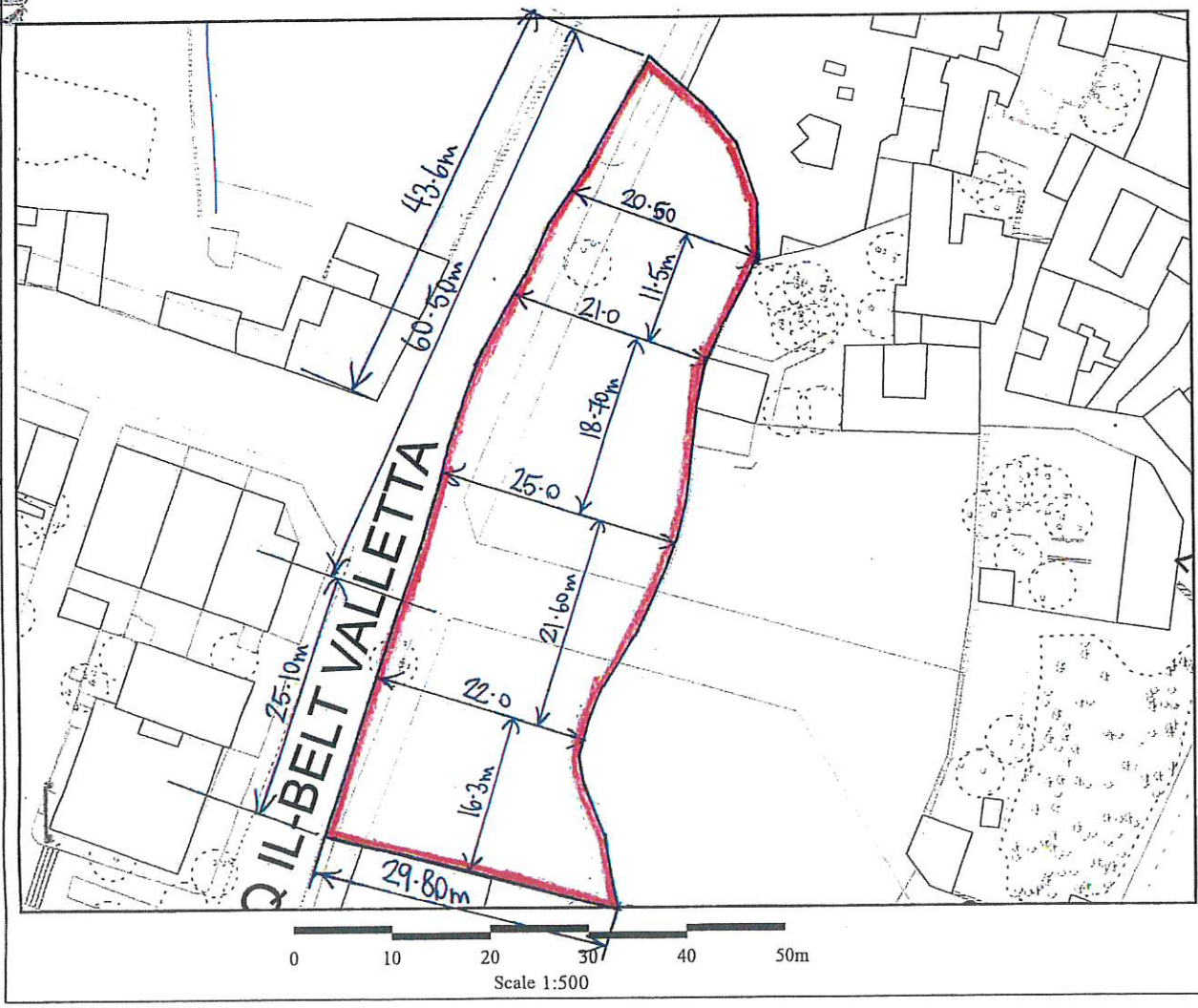
Pjanta tas-Sit 1:2500 Site Plan

Nru tal-Mappa: 96434 M	Parti min S.S.: 5271	Data: 16/10/2018
Map Number:	Extracted from S.S.:	Date:
Posizzjoni Centrali: x = 52185	Qies (metri kwadri): ≈ 1810^m	Firma ta' l-Applicant:
Centre Coordinates: y = 71357	Area (square metres):	Applicant's Signature:
Pert:		
Architect:		
Timbru tal-Pert:		
Architect's Stamp:		

SOCIAL PROJECTS MANAGEMENT LTD
 (SPM Ltd)
Pert Stephen Bugeja
 S.E.M.A.A.B.C.E.
 Head of Projects

Dritt imħallas Fee Paid

LR 84915



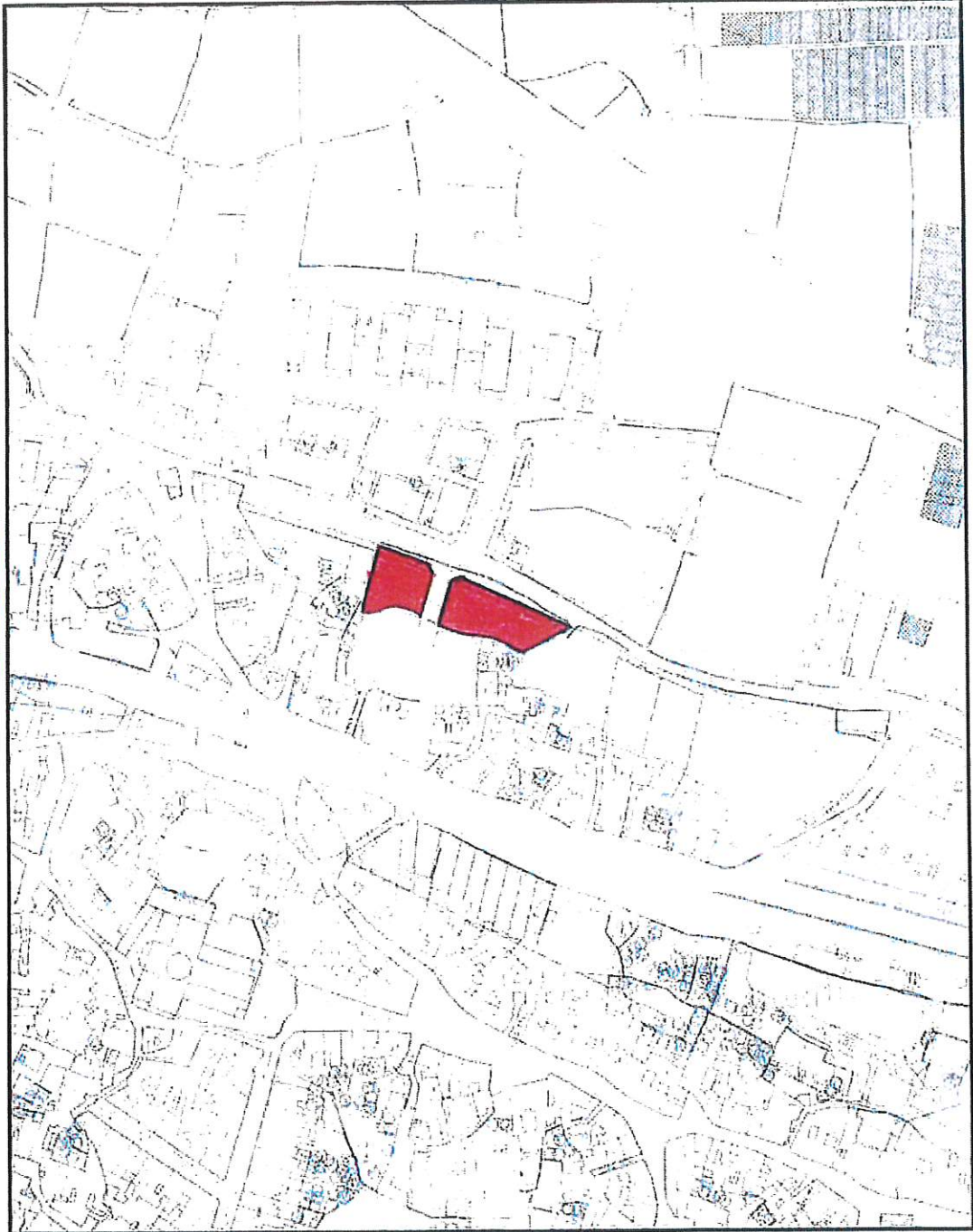
Scale 1:500



P14-1

QORMI Q RMA

500m



0m

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

0m

INCLUDING ROAD AREAS 1810 m²

400m

MEPA - www.mepa.org.mt

St. Francis Ravelin

Floriana FRN 1230, Malta

PO Box 200, Marsa MRS 1000, Malta

Tel: +356 2290 0000 Fax: +356 22902295

Site Plan, Scale 1:2500

Printed on: Friday, July 10, 2015

Not to be used for interpretation or scaling of scheme alignments
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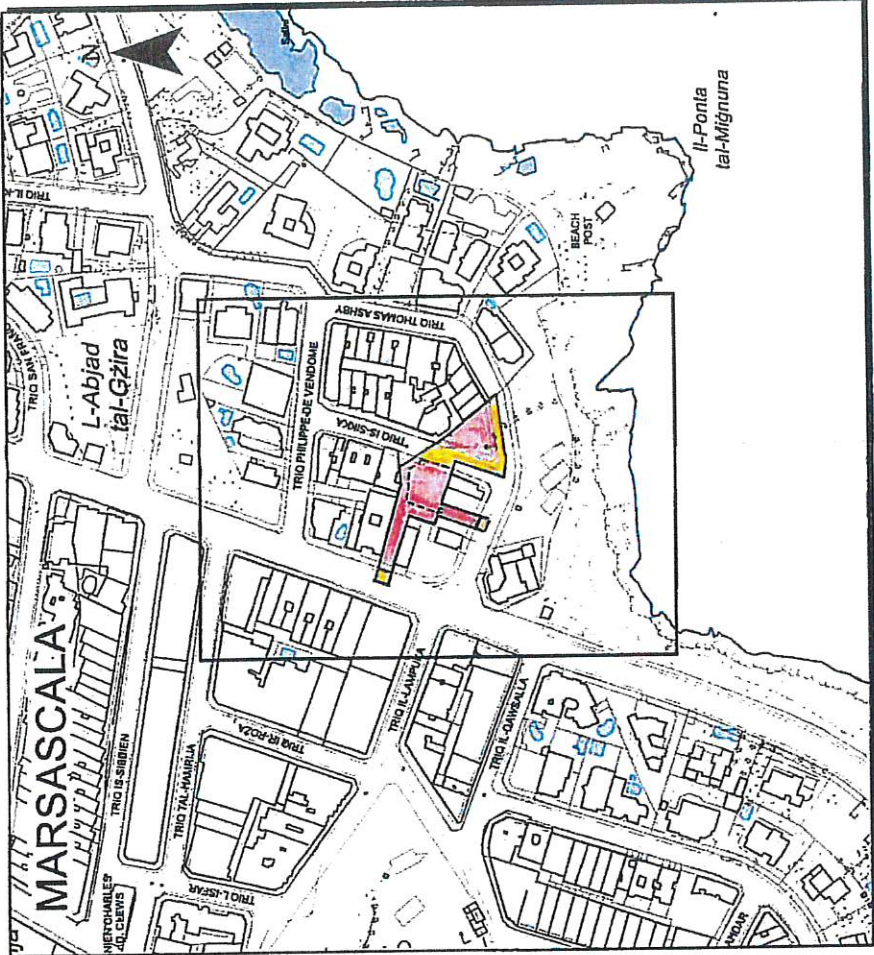
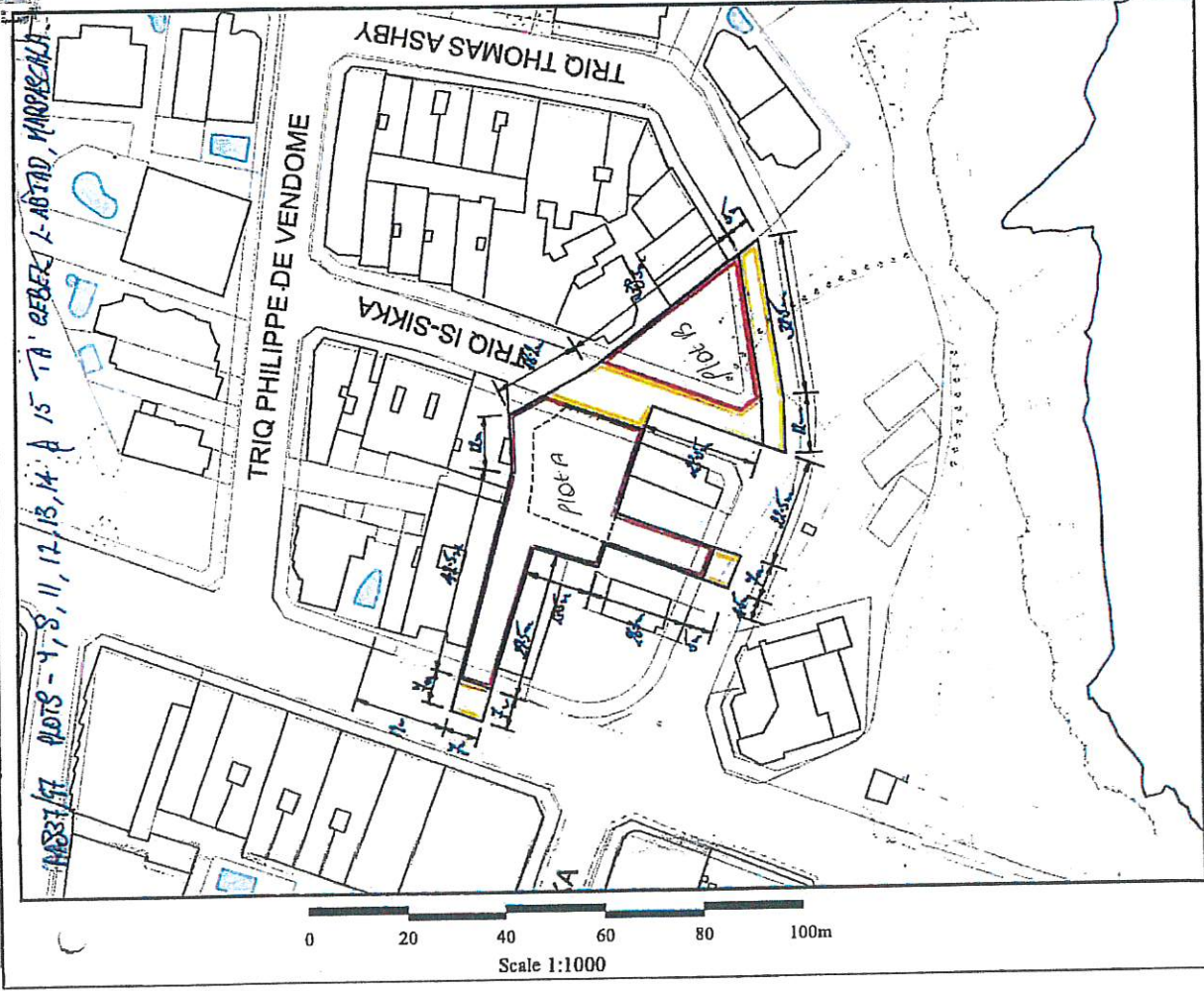


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P15

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Dan hu dokument uffiċjali għall-użu biss fir-Registru ta' l-Artiġiet



Gvern ta' Malta

Registru ta' l-Artiġiet

Casa Bolino, 116, Triq il-Paneni, Valletta

Pjanta ta-Sit 1:2500 Site Plan



Government of Malta

Land Registry

Casa Bolino, 116, Triq il-Paneni, Valletta

Nru tal-Mappa: 130249 M
Map Number:

Posizzjoni Ċentrali: x = 61187
Centre Coordinates: y = 68491

Parti min S.S.: 6068
Extracted from S.S.:

Data: 11/07/2019
Date:

Perit:
Architect:

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

LOTS = 1570^m²
ROAD = 600^m²

Timbru tal-Perit:
Architect's Stamp:

Perit John Schembri
Estate Management Department

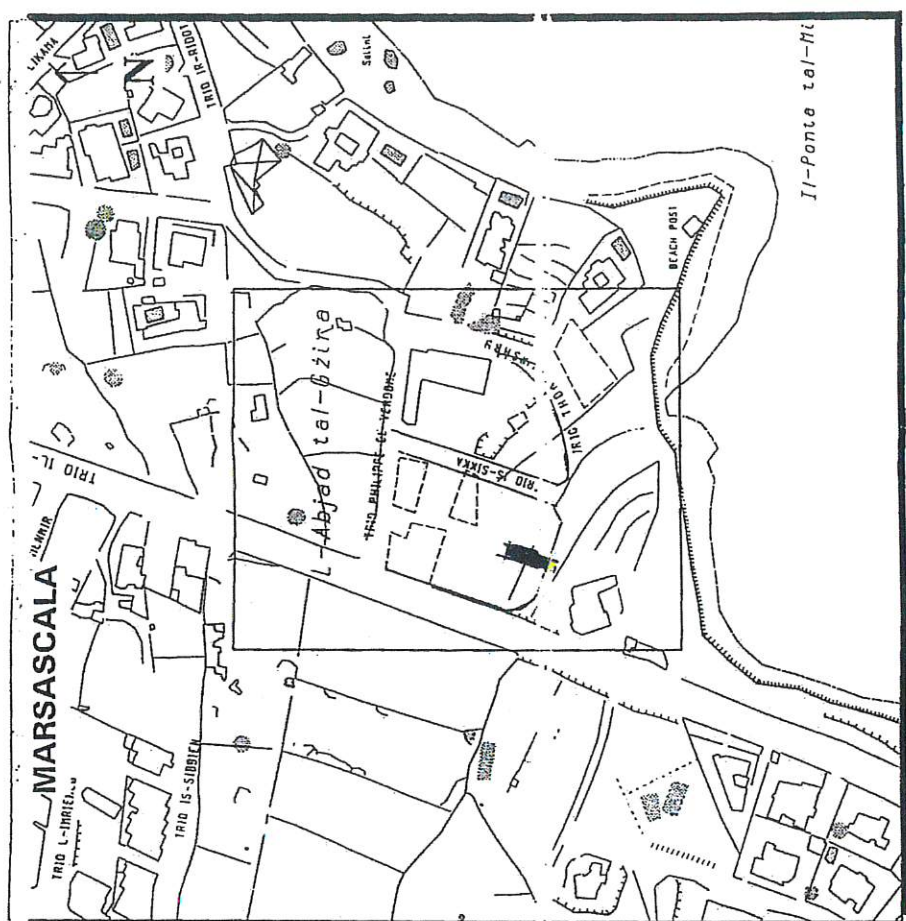
Scale 1:1000



Dritt imballas
Fee Paid

LR 98260

25 6278 2601 0670 0005 PLOT 7 TA' GEBER C-ABTAD, M'ISALA . P15-1 True copy of LRA272/97
 A 4688/97



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

Land Registry
 Casa Bolino, 116 West Street, Valletta

Nru tal-Mappa: 13198	Posizzjoni Centrali: x = 61200 Centre Coordinates: y = 68320	Parti minn SS: 6068	Data: 01/29/1997
Map Number:		Extracted from SS	Date:
Perit: Architect:	M. Selami Arie	Qies (metri kwadrati) Area (square metres)	ROI: 130 m ² ROAD: 35 m ²
Timbru tal-Perit Architect's Stamp	MICHAEL SCHEMBRI A. & C.F.	Firma tal-Applikant Applicant's signature	Dritt Mhallas Fee Paid

Michael Schembri

