

RIŻOLUZZJONI DWAR TRASFERIMENT TA' PROPRJETA'

IL-MINISTRU GHALL-ARTIJET U L-IMPLIMENTAZZJONI TAL-PROGRAMM ELETTORALI JIPPROPONI ILLI L-KAMRA TAD-DEPUTATI TAPPROVA DIN IR-RIŻOLUZZJONI:-

Billi hija politika tal-Gvern li jippromwovi turizmu lejn Malta billi fost meżzi oħra jattira investiment privat sabiex il-prodott turistiku Malti jkun minn ta' quddiem b'faċilitajiet ta' l-oġġla standards internazzjonali f'industrija ferm kompetittiva.

Billi l-kumpanija AX Holdings topera diversi lukandi u stabbilimenti turistiċi fl-inhawi tal-Qawra kif ukoll tax-Xatt tal-Qawra.

Billi jinħass li sabiex dawn l-istabbilimenti jkunu jistgħu jikkompetu fl-oġġla livell ta' hames stillet (*five star*), fiċ-ċirkustanzi preżenti u fattwali, dawn l-intrapriżi jirrikjedu faċilitajiet f'forma ta' *lidos* u *water sports centres etc*, bħal ma fuq kollox għandhom mogħtija lil operaturi ta' lukandi oħra li hemm fil-viċinanzi kif ukoll f'diversi lokalitajiet oħra madwar Malta u Għawdex.

Illi AX Holdings, permezz tal-kumpanija Suncrest Hotels p.l.c., bħala kumpanija ewlenija fl-industrija tal-ospitalita' tinsab lesta biex tinvesti somma sostanzjali ta' madwar sittin miljun ewro (€60,000,000) fi żvilupp ta' l-oġġla kwalita' fil-lukandi tagħha flimkien ma' faċilitajiet anċillari max-xtajta tal-Qawra, limiti ta' San Pawl il-Baħar. Tali investiment bla dubju jkun ta' benefiċċju għall-ekonomija tal-pajjiż kif ukoll għal holqien ta' bosta impjiegi ta' kwalita' - diretti w indiretti.

Illi l-Gvern ta' Malta u Suncrest Hotels p.l.c. waslu fi ftehim bonarju dwar kumpens għall-użu fil-passat minn Suncrest Hotels p.l.c. ta' dawk l-artijiet okkupati mill-istess Suncrest Hotels p.l.c. qrib il-lukandi tagħhom fil-Qawra.

Illi ta' min ukoll jirriveleva li l-ammont ta' kumpens dovut lill-Gvern minn Suncrest Hotels p.l.c. għall-okkupazzjoni ta' l-artijiet matul iż-żmien (mis-sena 1987 sas-sena 2023) ġie ikkalkulat u aċċettat minn Suncrest Hotels p.l.c., abbażi ta' valur lokatizju w stimi tal-valur liberu u frank perjodikament kif inizzjalment iddeterminati f'rapport ta' perit tekniku inkarigat mill-Prim Awla tal-Qorti Ċivili fil-kawżi *l-Gvern ta' Malta vs AX Holdings (Cit 905/91 JPG & 906/91 AE)*, kif ukoll abbażi ta' awment relattiv għaž-żminijiet ta' wara r-rapport msemmi, liema kalkoli saru abbażi ta' policies stabbiliti għal għexieren ta' snin qabel l-2020 kif ukoll skond *policies* imħaddma mill-Awtorita' ta' l-Artijiet għas-snin 2021 sa 2023.

Illi l-valur ta' dan il-kumpens jammonta għall-żewġ miljuni, sitta u sebgħin elf, hames mija u erba' u sebgħin ewro (€2,076,574), liema kumpens ġie kkalkulat għaž-żmien kollu ta' l-okkupazzjoni relattiv, cioe', mis-sena elf disgħa mija w sebgħa u tmenin (1987) sa l-aħħar tas-sena elfejn u tlieta u ghoxrin (2023) kif spjegat fl-abbozz ta' kuntratt ta' ftehim hawn anness (Dok B), kif ukoll ġie kkunsidrat li l-istess Suncrest Hotels p.l.c. ikkontribwixxew sostanzjalment b'artijiet proprjeta' esklussivament tagħhom, mingħajr ebda kumpens, għal kostruzzjoni tat-toroq li jifffrontaggjaw l-iżvilupp propost kif ukoll għal inkorporazzjoni ta' fethiet f'għamla ta' pjazez għal-użu tal-pubbliku generali fl-istess konfini tal-kejl kumplessiv ta' mhux anqas minn elf u



hames mitt metru kwadru (1500m²) kif jidher fil-pjanta hawn annessa mmarkata Dok D.

Illi permezz tal-ftehim imsemmi huwa ddikkjarat illi l-Gvern ta' Malta u AX Holdings/Suncrest Hotels p.l.c. mhux se jibqalhom aktar pretensjonijiet kontra xulxin u għaldaqstant il-kawzi hawn fuq ċitati jġu rtirati.

U billi l-artijiet li fiż-żmien kienu fid-demanju pubbliku, illum ġew deklassifikati skond il-liġi.

Għaldaqstant huwa kkonsidrat li abbażi tal-investment propost, l-artijiet immarkati 'A', 'B' 'C' u 'D' fuq il-pjanta P.D. No.: 2021_0359_B hawn annessa (Dok Ċ) jġu mogħtija b'Emfitewsi Temporanja lill-Suncrest Hotels p.l.c. għall-hamsa u sittin sena (65 sena), b'ċens ta' mija, tmienja u tletin elf, erba' mija u tlieta u hamsin ewro (€138,453) fis-sena, rivedibbli 'l fuq kull hames snin (5 snin) bl-għaxra fil-mija (10%) taċ-ċens pro tempore jew skont l-inċi tal-inflazzjoni skond liema tkun l-ogħla, kif ukoll skond il-kundizzjonijiet fl-abbozz ta' kuntratt hawn anness (Dok A).

Billi huwa maħsub fl-artiklu 31, sub-artiklu (ċ) ta' Taqsima III tal-Att dwar Artijiet tal-Gvern (Kapitolu 573), li art li tkun proprjeta' tal-Gvern jew amministrata minnu tista' tiġi trasferita direttament skond riżoluzzjoni speċjali tal-Kamra tad-Deputati li tkun fis-seħħ fil-waqt tat-trasferiment.

Billi huwa maħsub xieraq li t-trasferiment fuq imsemmi jsir skond riżoluzzjoni speċjali tal-Kamra tad-Deputati;

Għalhekk huwa b'dan riżolut illi jġu trasferiti l-artijiet immarkati 'A', 'B' 'C' u 'D' fuq il-pjanta P.D. No.: 2021_0359_B tal-kejl ta' circa. 2745m², 127m², 547m² u 2711m² fl-inħawi tax-Xatt tal-Qawra, limiti ta' San Pawl il-Baħar skond il-pattijiet u l-kundizzjonijiet imsemmija fl-istess abbozz.



Onorevoli Stefan Zrinzo Azzopardi

Ministru għall-Artijiet u l-Implimentazzjoni tal-Programm Elettorali

21 ta' Marzu 2024

- Enc. Abbozz ta' kuntratt t'emfitewsi temporanja (Dok A)
Abbozz ta' kuntratt ta' kumpens għall-okkupazzjoni (Dok B)
Pjanta P.D. No.: 2021_0359_B (Dok Ċ)
Pjanta taż-żona pedestrinata għall-aċċess mill-pubbliku (Dok D)
Valutazzjoni tal-artijiet sugġetti għall-enfitewsi (Dok E)

Before me, Doctor of Laws _____, 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 first part:

_____, son of _____ and of _____ nee' _____, born in _____ on the _____ and residing at _____, holder of identity card number _____M who is appearing on this deed for and on behalf of the **Government of Malta** and the **Lands Authority** as duly authorized by virtue of _____, hereinafter called the '**Government of Malta**'.

The file relative to this deed bears the letter 'L' and number eight hundred and six stroke one thousand nine hundred and eighty two (L 806/1982).

Of the second part:
Suncrest Hotels p.l.c., a public liability company registered and existing under the laws of Malta and bearing registration number C-8643 represented hereon by Mr. Angelo Xuereb, married, son of Bartilmew Xuereb and Maria Xuereb nee' Grech, born in Naxxar on the fifteenth (15) day of June of the year one thousand nine hundred and fifty-two (1952) and residing in Mosta, holder of identity card number 494652M, as duly authorised by virtue of a resolution of the board of directors of the company hereto attached as document letter "X" , hereinafter referred to as the "**Emphyteuta**" or the "Company" as the case may be.

Whereas the Government is desirous of transferring the land mentioned below to the Emphyteuta to be developed and used as stipulated and subject to the terms and conditions contained herein:

Now therefore, in virtue of this deed, the Government of Malta hereby grants by title of temporary emphyteusis for a period of



sixty-five (65) years reckoned from the date hereof, to the Emphyteuta, which on its part accepts and acquires by the same title the following property in Qawra limits of Saint Paul's Bay:

Parcel "A": the parcel of land having an irregular shape and an area of circa two thousand seven hundred and forty five square metres (2,745 sq.m), marked with the letter "A" on the attached plan PD2021_0359_B marked "Document 1", which property is bounded from the West by property of the Emphyteuta, North with property of the company Luzzu Properties Ltd and East with property of the Government of Malta, or more correct boundaries;

Parcel "B": the parcel of land having an irregular shape and an area of circa one hundred and twenty seven square metres (127 sq.m), marked with the letter "B" on the attached plan PD2021_0359_B marked "Document 1", which property is bounded from the West by property of the Emphyteuta, North with a public road and East with property of the Government of Malta, or more correct boundaries;

Parcel "C": the property having an irregular shape from thirty centimetres (30cm) below finished road level downwards having an area of circa five hundred and forty seven square metres (547sq.m), marked with the letter "C" on the attached plan PD2021_0359_B marked "Document 1", which property is bounded from the South by property of the Government of Malta, North with Parcel "A" above, and East with property of the Government of Malta, or more correct boundaries;

Parcel D: the parcel of land having an irregular shape and an area of circa two thousand seven hundred and eleven square metres (2,711sq.m), marked with the letter "D" on the attached plan PD2021_0359_B marked "Document 1", which property is bounded from the West by property of the Emphyteuta, North with a public passage, and East with

property of the Government of Malta and south by property of the company Luzzu Properties Limited, or more correct boundaries.

“Parcel A”, “Parcel B”, “Parcel C” and “Parcel D” are hereinafter jointly referred to as the “**Emphyteutical Site**”

This temporary emphyteutical concession is being made and accepted as subject to the following terms and conditions and, except to the extent excluded or modified hereby, also by the provisions of the Civil Code relating to emphyteusis.

SECTION I: GROUNDRENT

- 1.1 In consideration of the following annual and temporary ground-rent:
- (i) Of one hundred and thirty eight thousand, four hundred and fifty three Euro (€138,453) payable yearly in advance from the date of this present deed and every yearly anniversary thereafter, with the first payment being made hereon;
 - (ii) The yearly pro tempore ground rent shall be revised every five (5) years based on the proportionate increase in the index of inflation or ten percent (10%) of the pro tempore ground rent, whichever is the higher. In view of the fact that the Index of Inflation for a particular year is published the following year, the index to be used shall be that of the preceding year, both in respect of the basis year and the year of the revision.
- 1.2 Interest at the rate of eight percent (8%) per annum shall accrue on any ground-rent or part thereof that remains unpaid. Provided that such interest shall accrue subject to a default notice issued in terms of Section XIII hereunder which remains uncured following the relevant cure period granted in terms of this Deed.

SECTION II: WARRANTY FOR PEACEFUL POSSESSION

2. The Government of Malta warrants the peaceful possession and real enjoyment of the Emphyteutical Site in favour of the Emphyteuta, which accepts.

SECTION III: FREEDOM FROM BURDENS

3. Save as otherwise stated in this deed, the Emphyteutical Site is hereby granted as free and unencumbered from all ground-rents, burdens, servitudes, privileges, hypothecs and all third party rights, real, personal and of whatever nature.

SECTION IV: USE

- 4.1 The Emphyteuta shall be entitled to enjoy and make full use of the Emphyteutical Site as a lido or part thereof, with the right to set up all other ancillary facilities, including but not limited to:

- (i) The construction of a pool area and of water rides;
- (ii) The construction of a car park;
- (iii) catering establishments

and in general be entitled to carry out such activities having a touristic purpose as well as activities which are ancillary or related to the aforesaid, hereinafter referred to as the **"Permitted Use"**.

- 4.2 No use other than the Permitted Use shall be permitted unless expressly approved to in writing by the Government of Malta. which approval and agreement can be refused without the obligation to give reasons for such refusal
- 4.3 The Emphyteuta shall bear any and all costs and expenses, whether ordinary or extraordinary, that may be necessary or desirable in connection with the Permitted Use and in general its enjoyment of the Emphyteutical Site; the Emphyteuta shall likewise be entitled to retain all

revenues generated from its use and operation of the Emphyteutical Grant.

4.4 The Emphyteuta undertakes to continue to operate the Emphyteutical Site for the duration of this emphyteutical grant.

4.5 The parties to this deed hereby agree that the site in Qawra having an area of one thousand and five hundred square metres (1,500 sq m) bordered in on the plan here attached and marked with the letter and bounded on the (hereinafter referred to as the Public Area) shall be made accessible free of charge to the general public at all times.

The Public Area shall remain subject to such rights of servitude or otherwise which may exist or which may become necessary in favour of any part of the Emphyteutical Site as a result of the position of that part of the Emphyteutical Site.

Government will retain control of the Public Area in respect of public order and policing whereas management, upkeep, maintenance, cleanliness and repair, whether ordinary or extraordinary, that may be necessary or desirable in connection with the Public Area and any expenses related to the Public Area shall be at the sole and exclusive responsibility of the Emphyteuta.

“Expenses” shall include, without limitation, the cost of water used for landscaping and the cost of electricity used for lighting, and shall also include, at the Emphyteuta’s discretion, cctv and/or other security measures to minimise vandalism and damage to the Public Area:

The Emphyteuta shall also be responsible for all the works related to the Public Area and the any infrastructure development within the boundaries of the Public Area and shall finance all such works including but not limited to, any construction involved and installation of any infrastructural networks.

SECTION V: MODIFICATIONS TO THE PROPERTY

5. Subject to the obtainment of the relative planning permission and throughout the term of the concession, the Emphyteuta shall be entitled to carry out any such demolition works, excavation, building, reconstruction and other works, whether temporary or permanent as it may elect to carry out, provided that any such works shall be consonant with the Permitted Use; The Emphyteuta shall be obliged to notify the Government with copies of all plans and permits relative to such works prior to commencement of such works.

SECTION VI: COMPLIANCE WITH THE LAW

6. The Emphyteuta shall, at the Emphyteuta's sole cost and expense, comply with all legislation, rules, regulations and administrative orders applicable to Malta, whether made by the Government of Malta or otherwise, both now in force, and which may hereafter be in force, pertaining to the Emphyteutical Site; the Emphyteuta shall furthermore faithfully observe all conditions included in all licenses, permits and authorisations issued to the Emphyteuta or for the Emphyteutical Site in relation to the activities being carried out, now in force or which may hereafter be in force; in particular but without prejudice to the generality of the foregoing, the Emphyteuta shall obtain and maintain all licenses for the use of the Emphyteutical Site in accordance with its use;

SECTION VII: ACCESS AND VERIFICATION OF CONDITIONS

7. The Emphyteuta binds itself to grant the necessary rights of access to competent authorities in the exercise of their duties in relation to the Emphyteutical Site; in particular, the Emphyteuta shall permit the Government of Malta or its representative/s at all reasonable times to have access to the Property and to the improvements thereon and when

requested to do so the Emphyteuta shall give all possible facilities and aid to enable the Government of Malta or its representative/s to verify whether the conditions of this emphyteutical grant are being or have been complied with.

SECTION VIII: ANCILLARY OBLIGATIONS OF THE
 EMPHYTEUTA

8.1 Without limitation to other obligations of the Emphyteuta arising from applicable laws or from this deed:

8.1.1 The Emphyteuta shall keep the Emphyteutical Site and all installations and improvements now existing thereon or which in the future may be constructed or erected thereon, in a good state of repair in accordance with applicable laws, and upon the termination of the Emphyteutical Grant for whatever reason, shall relinquish the Emphyteutical Site and any permanent structures and/or improvements thereon in a good state of repair and operation, fair wear and tear accepted, without the right to any compensation;

8.1.2 Any damage occurring not only through ordinary causes but also through fortuitous, extraordinary and unforeseen circumstances or by Acts of God, shall be made good by the Emphyteuta at its cost, who shall be bound to reconstruct, repair or replace the whole or part of the buildings, installations and improvements on the Emphyteutical Site existing at the time of loss and necessary for the Emphyteutical Site to be operated in accordance with its Permitted Use, in the most expeditious manner possible; for avoidance of doubt, the Parties agree that the provisions arising from section one thousand five hundred and fifteen (1515) of the Civil Code, shall not apply to this Emphyteutical Grant;

8.2 The Emphyteuta shall give immediate notice to the competent authority of the discovery of any trace of objects or monuments of local antiquarian or archaeological importance (including but not limited to all old remains such as caves, tombs, wells, stonewalls, pottery, coins, bones and other objects of a similar nature) on the Property. Any find

of such movables shall "ipso facto" become the property of the Government; on obtaining information of each such discovery the Government shall have the right to access any part of the Property to which the finds purport to relate, for the purposes of causing the latter to be inspected by any person delegated for the purpose and on ascertaining the existence of such finds, the Government shall have the right to rescind the emphyteutical grant, on giving notice thereof to the Emphyteuta. In such event, the Emphyteuta shall be entitled to compensation only for the permit/s expenses and to the extent of the actual value of such works as it may have carried out on the Emphyteutical Site and at a valuation of the same to be made by the Government of Malta jointly with the Architect appointed by the Emphyteuta, and it shall not be entitled to any other compensation of any sort;

Provided that in case of disagreement between the Architect and the Government of Malta, an independent Architect appointed by mutual consent and agreement of the Parties shall value the investments referred to in this subclause, whose valuation shall be final and binding on the Parties.

Provided further that:

- (i) the Emphyteuta may nonetheless opt either to retain that part of the Emphyteutical Site not affected by such finds with a relative diminution of ground rent or where this is possible integrate such finds within the Emphyteutical Site; and
- (ii) should action by any Government agency or department relative to any such discovery, cause any hindrance or delay in the progress of the works, a pro-rata reduction of ground-rent for the duration of such hindrance and delay and an extension of all applicable and relative time limits will become effective.

8.3 The Emphyteuta shall not cause damage to existing public services passing through, under or above the Emphyteutical Site, and where any such damage results, it shall be bound to re-instate same within reasonable time;



- 8.4 The Emphyteuta undertakes not create any easements over the Emphyteutical save for any easements in favour of its subsidiaries and/or associated companies;

SECTION IX: INSURANCE AND INDEMNITY

- 9.1 The Emphyteuta shall insure and keep insured during the whole term of this emphyteutical grant at its own expense all permanent structures existing and/or which may be erected on the Emphyteutical Site to their full current replacement value for all insurable perils and casualties as are commonly insured against, with respect to properties/premises of a similar character.
- 9.2 The Government of Malta may at all times request the Emphyteuta to produce proof that such insurance has been validly affected and is being renewed.
- 9.3 The Emphyteuta shall be responsible and shall indemnify, keep indemnified and hold the Government of Malta and its entities (including their officers, directors, employees and agents) harmless from and against all losses, damages, injuries costs, expenses and liabilities of any kind (including legal fees and expenses) arising out of and in relation to:
- 9.3.1 third party liability;
 - 9.3.2 loss or damage to third party property; and
 - 9.3.3 any other liability

in each case arising out of any negligent acts or omissions or wilful misconduct of the Emphyteuta in relation to the Emphyteuta's possession, operation and maintenance of, or failure to operate and maintain, the Emphyteutical Site

SECTION X: REPAIRS AND MAINTENANCE

10.1 For the duration of this Emphyteutical Grant, the Emphyteuta shall keep the Emphyteutical Site and any construction built thereon, at all times, in a good state of repair according to law and, at its own risk, cost and expense and it shall carry out:

- i. all preventive and remedial maintenance as may be necessary in accordance with applicable law and internationally recognized industry standards; and
- ii. all ordinary and extraordinary repairs and maintenance including structural repairs or maintenance to the Emphyteutical site including all the facilities and services thereon

and on the termination of the Emphyteutical Grant by lapse of time or on the dissolution of the Emphyteutical Grant for any other reason, the Emphyteuta shall relinquish and/or return the Emphyteutical Site and any permanent improvements thereon without any compensation and/or right of compensation, in a good state of repair and operation, in accordance with generally accepted industry standards, fair wear and tear excepted.

10.2 The obligations of repair and maintenance of the Emphyteuta in terms of this clause shall extend to all improvements, including buildings, facilities, services or other erections made on the Emphyteutical Site.

SECTION XI: TRANSFERS

11.1 The Emphyteuta may transfer, or otherwise dispose, in whole or in part this present Emphyteutical Grant or the Emphyteutical Site or improvements thereon to a person not being an Undesirable Person (as defined below), after first obtaining the written consent of the Government, which consent may not be unreasonably withheld

Provided that for the purposes of seeking the written consent of the Government of Malta, the Emphyteuta shall notify the Government in writing of such proposed transfer

together with the relevant details of the prospective transferee

11.2 The Government of Malta shall give its consent to the transfer of the Emphyteutical or Emphyteutical Site as requested in the notice referred to in Clause 11.2, without delay, if:

11.2.1 The terms and conditions of the proposed transfer are consistent with the terms and conditions contained in this Deed;

11.2.2 The proposed transferee is not, in the reasonable opinion of the Government of Malta, an Undesirable Person

11.4 For the purposes of this Deed, an Undesirable Person shall be a person who:

11.4.1 Has been convicted of a crime, wherever committed:

(a) Against the safety of the Government of Malta in terms of Articles fifty-five (55) to fifty-nine (59), both articles included, of the Criminal Code (Cap. 9 of the Laws of Malta);

(b) Against public safety in terms of Articles three hundred and eleven (311) to three hundred and seventeen (317), both articles included, of the Criminal Code;

(c) Specified in the Schedule to the Extradition Act (Cap. 276 of the Laws of Malta), and liable to imprisonment for a term of more than three (3) years;

(d) Against the Prevention of Money Laundering Act (Cap. 373 of the Laws of Malta);

(e) In violation of Articles three hundred and seven (307) to three hundred and fifteen (315) of the Companies Act (Cap. 386 of the Laws of Malta) and



in violation of Article one hundred and ninety one (191) of the Criminal Code;

- (f) Against the laws or by the courts of another country with respect to the crimes specified in (a), (d) and (e) above

11.4.2 Is the subject of sanctions or restrictions issued by the United Nations or any other international governmental body of which Malta is part and which are adopted by the Government of Malta in terms of the Public Interest (Enabling Powers) Act (Cap.365 of the Laws of Malta), and this for such time as such sanctions remain in force.

11.4.3 Is the subject of an international arrest warrant or is otherwise wanted by INTERPOL or other equivalent transnational police organisation, and this for such time as he so remains;

11.4.4 Is insolvent or bankrupt and unable to pay his debts as they fall due;

11.4.5 Being a legal entity, the director or other officer, or the controlling shareholder of which is:

- (a) An Undesirable Person; or
- (b) In the case of a director or officer, disqualified to be a director of a company in terms of the Companies Act or other similar law of a jurisdiction of which such director or officer is a national or resident, and this for as long as such person remains so disqualified

Provided that for the purposes of this clause, "**Person**" means an individual or legal entity, whether registered or not and irrespective of citizenship, place of registration, residence or management

11.5 For the purposes of this Section XI, any share transfer agreement, joint venture agreement or any other contract sui generis implying transfer or assignment, entered into by the Emphyteuta and a third party shall be deemed to be a transfer regulated as stipulated in this same Section XI and prior written approval by the Government has to be

obtained where so required provided that the Government of Malta is hereby binding itself, without prejudice to the carrying out of due diligence procedures, not to withhold its consent.

- 11.6 In the event that the Emphyteutical Site is to be utilised by the Emphyteuta as collateral for lending facilities granted by a licensed financial institution and/or through the capital markets, the Government of Malta shall not withhold its consent in the event that, following call-in (or a similar circumstance, the lenders seek to enforce the said security and nothing in this Deed shall be construed as prohibiting such enforcement over the Emphyteutical Site and any improvements thereon, including by judicial sale;

Provided further that the Government of Malta reserves the right at all times not to recognise a potential acquirer on the basis that it is an Undesirable Person as described in this Section XI;

- 11.6 Should the Emphyteuta be permitted to transfer or dispose, in whole or in part, this Emphyteutical Grant or the Emphyteutical Site or the permanent improvements made thereon or any rights granted in relation thereto by virtue of this deed as provided under this Section XI, the following conditions shall apply:

- (i) A recognition fee (laudemium) equivalent to one (1) year's ground-rent shall be due to the Government of Malta;
- (ii) The Emphyteuta shall, within forty (40) days of any such transfer or disposal inform the Government of Malta of such by registered letter and cause a copy of the relative deed to be forwarded to the Government of Malta;

The Emphyteuta shall include all the obligations of the Emphyteuta as resulting herewith in the deed of



transfer, either directly or by reference to this present Deed;

- 11.7 Notwithstanding any provisions of this Section or Deed which may state or imply otherwise, in the event that the utile dominium of the Site is to be utilised by the Emphyteuta as collateral or lending granted on the capital markets or in the event that the shareholding of the emphyteuta is in whole or in part, directly or indirectly, listed on such capital markets, those special laws, regulations and rules applicable from time to time regulating such capital markets shall at all times apply. Provided that in such case no recognition fee (laudemium) shall apply or be payable in favour of the Government of Malta.

SECTION XII: LEASES AND MANAGEMENT AGREEMENTS

- 12.1 Nothing in this Deed shall prohibit the Emphyteuta from granting, in whole or in part, the Emphyteutical Site or the permanent improvements made thereon or any rights granted by virtue of this Deed, on lease or under management agreements or by way of concession, or from otherwise granting the possession thereof through any arrangement not being a prohibited transfer in terms of Section 11, to third parties for the Permitted Use, to a person who is not an Undesirable Person:

Provided that such lease or management agreement is:

- a. granted by the Emphyteuta for the Permitted Use;
- b. subject to the condition that if this Emphyteutical Grant be dissolved for any reason, the lease or management agreement will terminate automatically and simultaneously; and
- c. subject to the further condition that if the lessee or manager is or at any time becomes an Undesirable Person the said lease or management agreement may be terminated on simple notice by the Emphyteuta to the lessee or the manager, and that



in such circumstances the Emphyteuta shall give such notice when so requested by the Government.

And provided further that no recognition fee shall be due by the Emphyteuta to the Government of Malta in the event that a lease, management agreement or other concession is granted under this Section

It is agreed that for the purposes of this Clause “lease” and “management agreement” shall include any form of arrangement under whatever name which has the same effects;

It is being specifically agreed that a “lease” and “management agreement” of the Emphyteutical Site as defined in this article shall not be deemed to be a transfer or disposal in terms of Clause eleven (XI).

12.2 Nothing in this Clause shall be deemed to exonerate the Emphyteuta from its obligations arising from this deed or applicable law and the Emphyteuta shall be jointly and severally liable with any such third party transferee for the fulfilment of such obligations

SECTION XIII: DISSOLUTION AND TERMINATION

13.1 Subject to the provisions of Section 13.2 below and the terms hereof, the occurrence of one or more of the following events (in this deed collectively referred to as the “**Events of Default**” and each one an “**Event of Default**”) shall constitute a default and breach of this Emphyteutical Grant by the Emphyteuta and their occurrence shall entitle the Government of Malta to dissolve the Emphyteutical Grant:



- 13.1.1 if the Emphyteuta fails to pay the Ground-rent for three (3) years or if although it has made part payments in each year, a sum equal in amount to three (3) years' ground-rent is still owed to the Government of Malta whether by way of ground-rent or interest thereon;
- 13.1.2 if the Emphyteutical Site is used for any purpose other than the Permitted Use as defined in this Deed by the Emphyteuta or by any person or entity authorised by him;
- 13.1.3 if the Emphyteuta fails to obtain and keep in full effect the insurance policy/ies it is required to keep in accordance with the terms of this deed;
- 13.1.4 if the Emphyteuta transfers the Emphyteutical Grant and the Emphyteutical Site without the prior written consent of the Government of Malta, save for the provisions of Section XII;
- 13.1.5 save for the applicability laws, regulations and rules which may regulate the capital markets from time to time, if either because of supervening circumstances or if because there is a change in either management or control of the Emphyteuta or in the beneficial ownership of an entity which determines the management or control of the Emphyteuta, becomes an Undesirable Person;
- 13.1.6 is in breach of any of the conditions of this deed and fails to remedy such breach within fifteen (15) days from being notified to remedy the breach, provided that in the event that more time is reasonably required to remedy such breach, the time for rectification shall be extended accordingly; or
- 13.1.7 for any other reason contemplated by law
- 13.2 The Government of Malta shall, prior to requesting the dissolution of this Temporary Emphyteusis, notify the Emphyteuta of the Government's intention to dissolve the temporary emphyteusis, by means of a judicial letter (the Default Notice), stating the reasons for the intended dissolution and setting out the remedial action to be taken



by the Emphyteuta during the cure period. The Government of Malta shall grant the Emphyteuta a period of not less than six (6) months from the receipt of the Default Notice, to cure, remedy and/or rectify any such breach (Cure Period).

13.3 During any Cure Period, whether established by the Default Notice, or by agreement of the parties, the Emphyteuta shall be bound to rectify the default.

13.4 (i) Upon receipt of a Default Notice, the Emphyteuta shall have the option, to be exercised within thirty (30) days of receipt of the Default Notice, by means of a registered letter to the Government:

(a) either to state why in its reasonable opinion there is no default; or

(b) to state that whilst a default is being recognised, the Cure Period cited in the Default Notice is in its reasonable opinion insufficient; or

(c) to undertake to the Government that it will rectify the default within the period stated in the Default Notice.

(ii) If the Emphyteuta contests the Default Notice in terms of Clause 13.4 (i) (a) and the Government signifies by means of a registered letter to the Emphyteuta, within sixty (60) days of the receipt of the response, that it agrees with the Emphyteuta that there is no default, the Default Notice shall be considered as having been withdrawn.

Provided that in the event of any lack of response by the Government within the said time period, the Default Notice shall similarly be considered as having been withdrawn.

(iii) if the Emphyteuta contests the rectification period contained in the Default Notice in terms of Clause 13.4(i)(b) and the Government signifies by means of a registered letter to the Emphyteuta within sixty (60) days of the receipt of the response, that it agrees with

the Emphyteuta, the rectification period shall be considered as having been extended accordingly

Provided that in the event of any lack of response by the Government within the said time period, the rectification period shall similarly be considered as having been extended

- (iv) if the Emphyteuta exercises the option in terms of clause 13.4 (i) (b) and undertakes in favour of the Government that it will rectify the default within the period stated in the Default Notice, and the default is not remedied to the satisfaction of the Government, the Government shall be entitled to proceed before the Ordinary Courts of the Republic of Malta to enforce all its rights arising from this agreement and according to Law, including the dissolution of the emphyteutical grant and all related rights, which the procedure for termination shall be made according to Law.

13.5 Failure by the Emphyteuta to reply to the Default Notice in accordance with this Section shall constitute acceptance by the Emphyteuta of the Default Notice in accordance with its terms.

13.6 Within seven (7) days of the dissolution of the emphyteutical grant by a final judgement rendered *res judicata* delivered by the Ordinary Courts of the Republic of Malta, or within that other time period established by the Court, the emphyteuta shall vacate the emphyteutical site and return, through the execution of such deeds as may be necessary, the emphyteutical site with all improvements thereon to the Government in accordance with the terms of this deed and in case of default the emphyteuta shall be liable to pay a penalty to the Government the sum of one thousand five one thousand five hundred (€1,500) per day of default for mere delay.

Provided that with effect from the lapse of seven (7) days from the date of the final judgement, or within that other time period established by the Court, the Authority shall be



entitled to access the emphyteutical site and place a representative on site.

13.7 Without prejudice to any rights of the Government of Malta under this deed or at law, the Government of Malta shall be entitled to recover from the Emphyteuta all losses, damages, injuries, costs, expenses and liabilities of any kind (including legal fees and expenses) by the Government of Malta by reason of the Emphyteuta's default.

SECTION XIV: RETURN OF PROPERTY ON TERMINATION

14.1 On the termination of the Emphyteutical Grant being constituted hereon by lapse of term, or on the dissolution or determination or rescission or earlier termination of the said Emphyteutical Grant for any reason whatsoever and by whoever, the Emphyteuta shall surrender to the Government of Malta, the Property 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. The Emphyteuta shall have no right to compensation whatever may be the cause of the termination or dissolution or determination or rescission or earlier termination of the Emphyteutical Grant, whatever may be the value of the buildings and installations on the emphyteutical site and whatever may be the remaining period of the Emphyteutical grant.

SECTION 15: TRANSFER OF GOVERNMENT RIGHTS

15. The Government of Malta shall have the right to sell, assign or transfer in any manner whatsoever the "directum dominium" of the Emphyteutical Site or the right to receive payment of the ground-rent (as a separate receivable)

Provided that the parties agree that notwithstanding any such transfer of the "directum dominium" or right to



receive payment of the ground-rent, all consents and approvals required from the Government of Malta pursuant to this Deed shall continue to be exclusively required from the said Government of Malta.

SECTION 16: SEVERABILITY

16. If any part, clause or provision, or any part thereof, 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 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.

SECTION 17: WAIVERS

17. No waiver by either party any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other breach. Either Party's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of any consent or approval of any subsequent act by the other Party.

SECTION 18: APPLICABLE LAW AND JURISDICTION

- 18.1 This deed shall be read, governed by and construed according to the Laws of Malta and the parties hereby submit themselves to the exclusive jurisdiction of the Maltese Courts.
- 18.2 Neither party shall institute any proceedings before the courts of Malta in connection with any provision of this deed unless before such proceedings are instituted the party having a claim (the "Claimant") shall have, in writing, notified to the other party (the "Defendant") the claim in sufficient detail (the "Notice of Claim") to enable the Defendant determine and take a view on the claim.



The Defendant shall within 21 days of receiving the notice of claim reply to the Claimant with a considered view on the claim as set out in the notice of claim.

- 18.3 In the event that following the Notice of Claim and the reply by the Defendant, the parties do not settle the claim, then the Claimant shall be entitled to submit the dispute for mediation and shall notify the Defendant in writing (the "Mediation Notice") accordingly suggesting at least three names of mediators to act. The Defendant shall be entitled to reject all of the persons suggested by the Claimant by notice in writing sent to the Claimant within 10 days from the date of receipt of the mediation notice. Failure by the Defendant to reject any one or more of the mediators suggested by the Claimant in the notice of mediation shall operate as an acceptance of the first named mediator set out in the notice of mediation. In the event of a rejection of the mediators set out in the notice of mediation, the Claimant shall be entitled to request the appoint of a mediator to the Malta Centre of Mediation, that shall notify the Claimant and the Defendant in writing of the mediator appointed together with a date for the first mediation session.
- 18.4 No proceedings shall be instituted before the lapse of three (3) months from the date of commencement of mediation. In the event that after the lapse of three months from the date of commencement of mediation the parties have not settled their dispute, either party shall, be entitled to institute proceedings before a competent court.

SECTION 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 recorded delivery or sent by pre-paid first class post 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:

Name: **Government of Malta**
Address: Lands Authority,
Auberge de Bavière,
Saint Sebastian Street,
Valletta, Malta.
Attention: Chairman – Lands Authority

Name: **Suncrest Hotels p.l.c.**
Address: AX Group
AX Business Centre
Triq id-Difiza Civili
Mosta MST1741
Attention: Chairman AX Group

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.

SECTION 20: COSTS

20. Notarial fees and expenses payable upon publication of this deed shall be paid by the Emphyteuta. Each Party shall be responsible for the payment of the fees of its own advisors.

SECTION 21: SECURITY

21. In order to secure the payment of the ground-rent and also to secure the proper performance of each and all of the obligations arising from this Emphyteutical Grant, the Government reserves in its favour the special privilege on the Property accorded to the Dominus by law.

SECTION 22: STATUTORY DECLARATIONS

A) For the purposes of the Government Lands Act (chapter five hundred and seventy-three [573] of the Laws of Malta) of the Laws of Malta, this deed and each one and all its Parts and the transactions contained therein have been approved by the House of Representatives of Malta by special resolution made during the sitting of the

(B) 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 representative on this deed of **Suncrest Hotels p.l.c.**, (the “Emphyteuta”) declares that the Emphyteuta qualifies to acquire the temporary *dominium utile* of the Property acquired on this deed without the necessity of obtaining a permit under the AIP Act for the reason that (i) it is constituted under the laws of Malta; (ii) it has its registered address, principal place of residence and of business in Malta; (iii) not less than seventy five per cent (75%) of the shareholding in the said Emphyteuta and not less than seventy five per cent (75%) of the controlling shares of the said Emphyteuta belong to European Union citizens who have resided continuously in Malta for at least five years; (iv) it is not in any manner and whether directly or indirectly controlled by one or more non-resident persons; and (v) that the Property is required by the Emphyteuta for the purpose of carrying out the activity for which the Emphyteuta has been set up which purpose is also represented in the Memorandum and Articles of Association of the Emphyteuta; 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.

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

the ad valorem duty due by the Emphyteuta on this deed amounts to.....

(D) 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:

i. The Government and the Emphyteuta declare that for the purposes of sub-article twelve (12) of article five capital A (5A) of the Income Tax Act, they have declared to the undersigned Notary all the facts that determine if the transfers made by virtue of this deed is one to which the aforesaid article 5A applies or otherwise and that are relevant for ascertaining the proper amount of tax chargeable or any exemption, including the value which, in their opinion, reasonably reflects the market value of the temporary *dominium utile* of the Property transferred by virtue of this deed, if this value is higher than the consideration for the transfer. The Government and the Emphyteuta make such declaration after I the undersigned Notary warned them about the importance of the truthfulness of this declaration of theirs.

ii. I the undersigned Notary declare that the Government does not pay income tax or capital gains tax.

(E) For the purposes of the Land Registration Act, Chapter two hundred and ninety six (296) of the Laws of Malta, I the undersigned Notary declare that the Property is.....

(F) For the purposes of sub-article two of Article nine (9[2]) of Act Seventeen (XVII) of the year nineteen ninety-three (1993) on Duty on Documents and Transfers Act, Chapter three hundred sixty-four (CAP 364) of the Laws of Malta, the Parties hereby declare that Said declaration is being made after I the undersigned Notary duly warned the Parties of its import, and after I the undersigned Notary duly warned them of the penalties contemplated In Article nine (9) of the same Act, should said declaration prove to be false, incomplete or misleading.


(G) Fees and expenses relative to the contract, including notarial fees will be at the charge of the Emphyteuta.



For the purpose of the second proviso to Sub-Article five (5) of Article eighty four letter C (84C) of the Notarial Profession and Notarial Archives Act, it is being declared that paragraph letter 'd' of the regulation number four (4) of the Legal Notice regarding the 'Examination of Title Regulations', the Notary is exempt '*ipso iure*' from examining the title with regards to the immovable property being acquired by means of this deed and the acquires declare that I the undersigned Notary explained to them the importance and consequences of such exemption.

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



LIST OF DOCUMENTS



Before me Doctor of Laws _____, a Notary Public duly admitted and sworn, have personally come and appeared after having identified the parties by means of the hereunder mentioned official documents:

Of the first part -

_____ holder of identity card number _____M appearing hereon for and on behalf of the Lands Authority, in his capacity as _____, duly authorized, hereinafter referred to as the "Government";
The file relative to this deed bears the letter 'L' and number eight hundred and six stroke one thousand nine hundred and eighty two (L 806/1982).

AND

Of the second part -

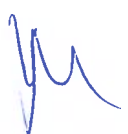
Angelo Xuereb holder of identity card number 494652M appearing hereon for and on behalf of the public liability company Suncrest Hotels p.l.c. (C-8643) as duly authorized by virtue of the Board Resolution of the Company attached hereto as document letter "X", hereinafter referred to as "SCR";

hereinafter collectively referred to as the "**Parties**"

Whereas SCR is occupying of the property measuring approximately **2,745 sq.m** situated in Qawra, which property belongs to the Government of Malta; the said land is situated within a tourism complex owned by SCR currently known as the "Suncrest Lido", and is hereinafter referred to as the "**Suncrest Lido Land**"

Whereas a dispute exists between the Government on one part and SCR on the other part by virtue of which the Lands Authority is claiming compensation from SCR for alleged unlawful occupation of the Suncrest Lido Land, which claim is being contested by SCR, the details of which dispute result from the acts of the lawsuit filed in the First Hall Civil Court in the names "Kummissarju ta' l-Artijiet vs. Angelo Xuereb nomine (Writ No. 906/ 1991MH), hereinafter referred to as the "**SCR Lawsuit**"

Whereas SCR, qua successor-in-title of the company Holiday Resort Ltd is occupying the property measuring approximately **2,838 sq.m** situated in



Qawra, which property belongs to the Government of Malta; the said land is situated within a tourism complex owned by SCR currently known as the "SunnyCoast Lido", and is hereinafter referred to as the "**Sunny Coast Lido Land**"

Whereas a dispute exists between the Government on one part and SCR, qua successor-in-title to Holiday Resorts Ltd on the other part by virtue of which the Government is claiming compensation from HRL for unlawful occupation of the Sunny Coast Lido Land, which claim is being contested by SCR, the details of which dispute result from the acts of the lawsuit filed in the First Hall Civil Court in the names "Kummissarju ta' l-Artijiet vs. Angelo Xuereb nominee (Writ No. 905/1991), hereinafter referred to as the "**HRL Lawsuit**"

Whereas the Parties are desirous to settle SCR Lawsuit and the HRL Lawsuit (hereinafter jointly referred to as the "**Lawsuits**") and all matters relating thereto;

Whereas SCR is on this same date and contemporaneously with this deed entering a temporary emphyteutical grant having as its subject *inter alia* the Suncrest Lido Land and the Sunny Coast Lido Land (hereinafter referred to as the "**Emphyteutical Grant**");

Whereas in view of all the above, the Parties are therefore entering into:

- (i) this present deed of compromise and settlement; and
- (ii) the Emphyteutical Grant.

Whereas in view of and taking into consideration all of the above, the Government of one part and SCR of the other part have arrived at a mutually agreed consideration for the compromise of the Lawsuits in the amount of two million seventy six thousand five hundred and seventy four Euro (€2,076,574) which consists of one million seven hundred and fifty thousand Euro (€1,750,000) from the year nineteen eighty seven (1987) up till July two thousand and twenty one (2021) and the amount of three hundred twenty six thousand five hundred and seventy four Euro (€326,574) up till December of the year two thousand and twenty three (2023) (this last amount is up till December 2023 and will be recalculated at date of contract) (hereinafter referred to as the "Settlement Amount") and

Whereas SCR wishes to constitute itself as certain, liquid and due debtors in favour of the Government, which accepts, for the said amount;

Now therefore, in virtue of this deed, the parties agree to the following -

1. SCR hereby declares and the Government hereby accepts that the consideration for the compromise of the Lawsuits is in the amount of



two million seventy six thousand five hundred and seventy four Euro (€2,076,574) **(amounts to be increased depending on date of publication)** and SCR hereby declares and constitutes itself as certain and liquid debtors in favour of the Government, which accepts, for the said Settlement Amount being the sum of two million seventy six thousand five hundred and seventy four Euro (€2,076,574) **(amounts to be increased depending on date of publication)**, subject to the terms and conditions hereunder;

2. SCR hereby agrees to pay in favour of the Government, which accepts, the Settlement Amount in ten equal annual payments of each payable by not later than each yearly anniversary of this deed, with the first payment being made hereon for which the Government gives due receipt, provided that it is agreed that the tenth (10th) and final payment in full and final settlement and with full and total discharge of the Settlement Amount;
3. The Parties agree that insofar as SCR complies with the payment terms as per Clause 2 above, no interest shall accrue on the Settlement Amount.

Provided that in case of default, interest shall accrue on overdue amounts at the rate of eight percent (8%) per annum until date of settlement.

4. a. Save as hereinafter stated, the Government hereby releases, acquits and forever discharges SCR in respect of the Lawsuits and any and all matters relating to the Suncrest Lido Land and Sunny Coast Lido Land, and the Government of one part and SCR of the other part furthermore reciprocally fully and finally relinquish to, and waive, any and all claims, whether existing or potential, that they may have against each other in connection with and / or arising, directly or indirectly, from the Lawsuits, the subject-matter thereof, the Suncrest Lido Land and the Sunny Coast Lido Land.

b. Consequently, the Government of one part and SCR of the other part irrevocably declare that they have no claims and / or pretensions, of whatever nature and / or origin against each other in relation to the the Lawsuits and the subject-matter thereof and the Suncrest Lido Land and the SunnyCoast Lido Land, save as specifically stipulated herein;
5. The Government hereby undertakes within one (1) month from the date of this deed to withdraw the Lawsuits "stante ftehim".
6. SCR shall bear all of the legal fees and judicial costs and expenses in connection with the Lawsuits as per taxed bill of costs "come ceduta",



and consequently shall not be entitled to recover from the Government any judicial fees and / or expenses incurred and / or due in relation to the Lawsuits and the official taxed bill of costs come ceduta;

7. The Settlement executed by the Parties is being entered into without either party acknowledging or accepting that the claims emanating from the Lawsuits are founded or unfounded, as applicable;
8. The Parties hereby declare to be contemporaneously entering the Emphyteutical Grants having as its subject *inter alia* the Suncrest Lido Land and Sunny Coast Lido Land, subject to the agreed terms and conditions resulting therein;
9. a) The parties hereby agree that the site in Qawra having an area of one thousand and five hundred square metres (1,500 sq m) bordered in on the plan here attached and marked with the letter and bounded on the (hereinafter referred to as the Public Area) shall be made accessible free of charge to the general public at all times.

b) The Public Area shall remain subject to such rights of servitude or otherwise which may exist or which may become necessary in favour of any part of the Emphyteutical Site as a result of the position of that part of the Emphyteutical Site.

c) Government will retain control of the Public Area in respect of public order and policing whereas management, upkeep, maintenance, cleanliness and repair, whether ordinary or extraordinary, that may be necessary or desirable in connection with the Public Area and any expenses related to the Public Area shall be at the sole and exclusive responsibility of the Emphyteuta.

d) "Expenses" shall include, without limitation, the cost of water used for landscaping and the cost of electricity used for lighting, and shall also include, at the Emphyteuta's discretion, cctv and/or other security measures to minimise vandalism and damage to the Public Area;
The Emphyteuta shall also be responsible for all the works related to the Public Area and the any infrastructure development within the boundaries of the Public Area and shall finance all such works including but not limited to, any construction involved and installation of any infrastructural networks.
10. This Deed shall be governed and construed in accordance with Title XIII of Chapter 16 of the Laws of Malta.

Notarial fees and expenses relative to this deed shall be at the charge of SCR.

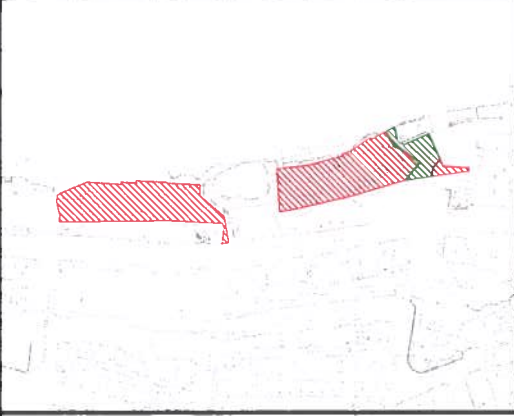
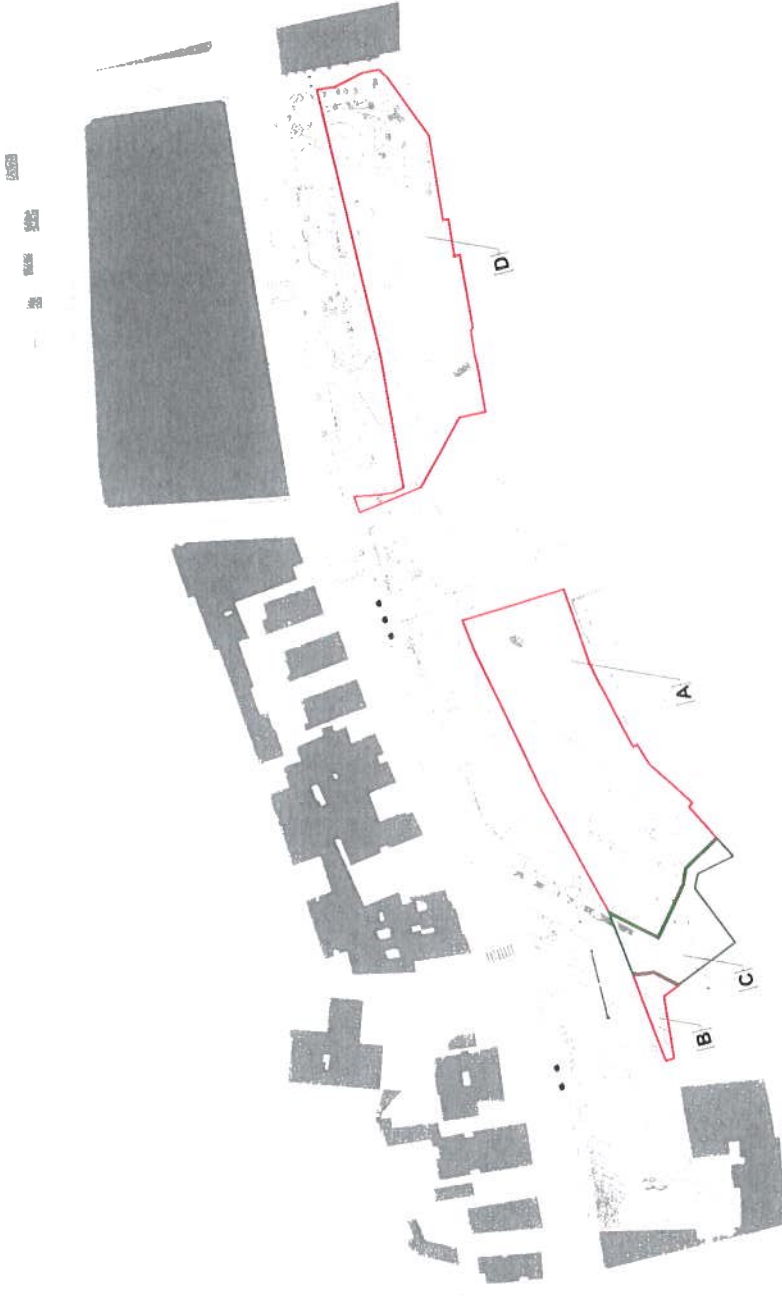
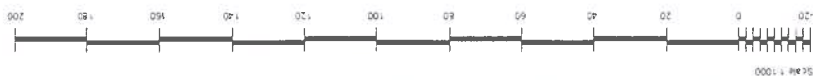


This Deed of Settlement is binding with effect from the date hereof, subject to the provisions contained herein

This deed has been done, read and published after due explanation in terms of Law in Malta,

A handwritten signature in black ink, consisting of a stylized, cursive letter 'M' followed by a flourish.

**SITES
AT TRIQ IL-QAWRA
BUGIBBA
I/o SAN PAWL IL-BAHAR**



Site Plan
S.S. 4678

Scale: 1:2000
Map Ref.: 07559
7843

Property No. E270380

- SITE A
Area 2,745m² (circa)
- SITE B
Area 127m² (circa)
- SITE C
Area 547m²
(Site to be 30cm below finished
road level. Road Level upwards to
remain public)
- SITE D
Area 2,711m² (circa)



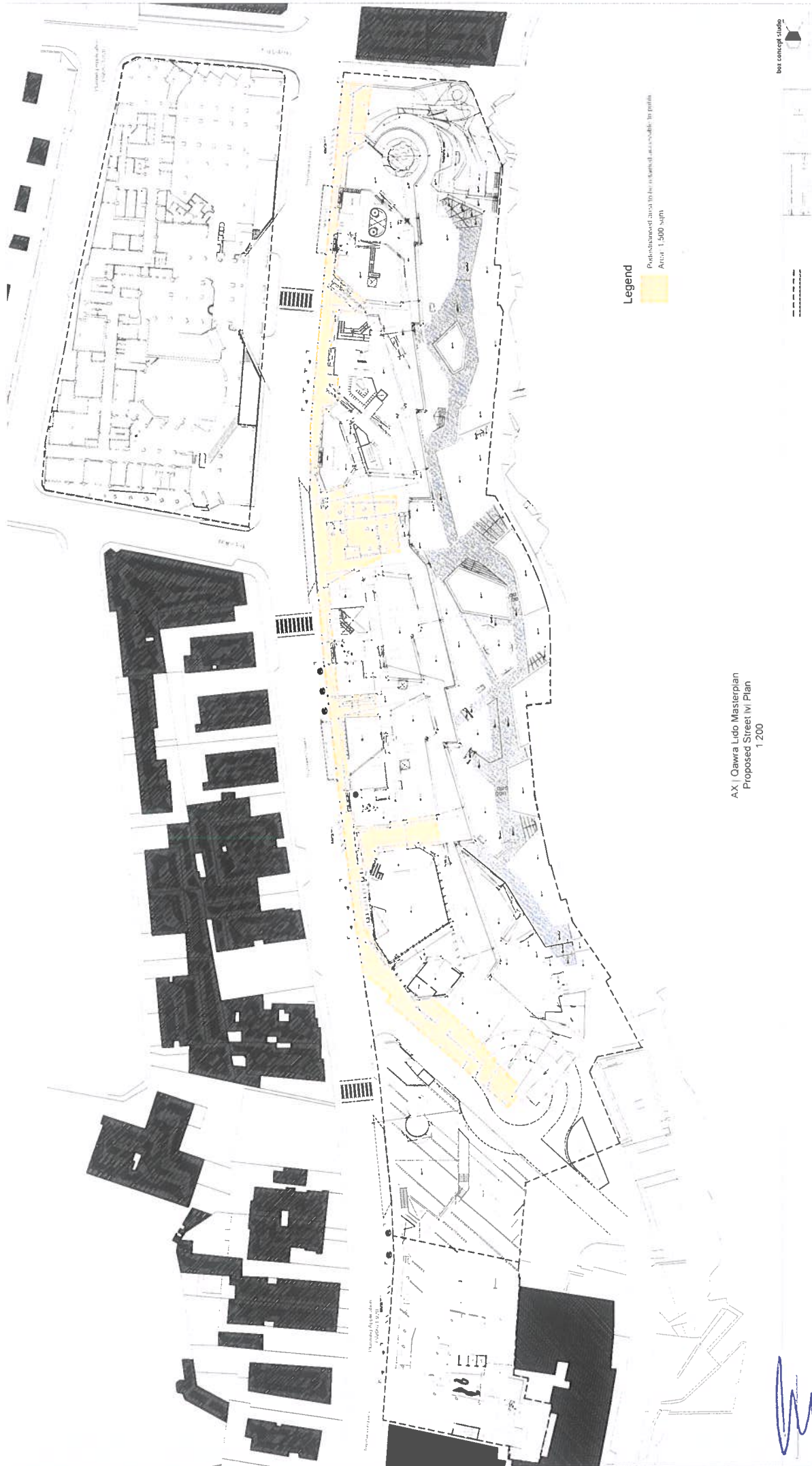
Auberge de Bawere
St. Sebastian Str
Valletta
Phone: (00356) 25923300/394847
Website: lands.gov.mt

Local Authority: SAN PAWL IL-BAHAR

P. ID No.	2021_0359_B	Scale	1 : 1,000
File No.	L/0806/1982	Drawn by	demir001

Present interpreted from plans submitted by Applicant & Government Property Records

A&CE
Date: sgd (J. Schembri)
28th June 2023



Legend

Pedestrianed area to be installed accessible to public
 Area: 1,500 sqm

AX | Qawra Lido Masterplan
 Proposed Street (vi) Plan
 1:200

bee concept studio



LANDS
Authority

1. Dettalji tar-Rapport

1.1 Numru tal-Fajl tal-Awtorità

TDR/00014/2023-L806/82

1.2 Indirizz tal-Propjetà / Sit li Qed Tiġi Valutata

Sites, Triq Dawret il-Qawra, Bugibba, San Pawl il-Bahar, Malta

L-indirizz tal-propjetà, kull fejn applikabbli, għandu jkun fil-forma li l-ewwel l-isem tal-propjetà, in-numru tal-bieb, l-isem tat-triq, l-isem tal-lokalità u fl-aħħar l-isem tal-kunsill lokali. Fil-każ ta' art, l-indirizz għandu jindika l-isem tat-triq pubblika li tagħti aċċess għas-sit. Fejn l-art jew bini għandhom faċċata fuq aktar minn triq waħda, għandu jitniżżel l-isem ta' kull triq.

1.3 Dettalji tal-Perit Inkarigat

Isem:	Denis
Kunjom:	Camilleri
Isem tal-Kumpanija: <i>fejn applikabbli</i>	DHI Periti
Indirizz tal-Uffiċċju:	Office 6, Europa Centre St.Anne Street, Floriana
Numru tal-karta tal-Identità:	156153(M)
Mowbajl:	21233376
Indirizz elettroniku:	dhc@dhiperiti.com
Numru tal-Warrant:	114

1

F'Kaž Li Hemm Aktar Minn Perit Wieħed

Isem: Joseph
Kunjom: Bondin
Isem tal-Kumpanija: *fejn applikabli* JB Architects
Indirizz tal-Uffiċċju: No 10., Triq in-Naqqax,
Mosta
Numru tal-karta tal-Identità: 140061(M)
Mowbajl: 79490777
Indirizz elettroniku: jbondin@jbarchitects.com.mt
Numru tal-Warrant: 191

F'Kaž Li Hemm Aktar Minn Żewġ Periti

Isem: John
Kunjom: Demicoli
Isem tal-Kumpanija: *fejn applikabli*
Indirizz tal-Uffiċċju: 3, Pjazza Kappillan Muscat, Hamrun, HMR 1880
Numru tal-karta tal-Identità: 294976M
Mowbajl: 99499460
Indirizz elettroniku: mail@invenio.com.mt
Numru tal-Warrant: 437

1.4 Deskrizzjoni tal-Inkarigu:

Gejna mitluba nirvedu l-Valur Liberu u Frank u ċ-Ċens Annwu Relattiv tas-siti A,B C u D hekk kif murija fuq il-pjanta annessa PD No: 2021_0359_A. Il-metodu ta' trasferiment baqa l-istess u ċioe' permezz ta' konċessjoni emfitewtika ta' 65 sena. l-Ċens Annwu għandu jkun rivedibbli kull 10 snin skont l-indiċi tal-proprjeta' ippublikat mill-Uffiċċju Nazzjonali tal-Istatistika jew bl-10% skont liema rata hija l-ogħla.

Ir-revizjoni mitluba minna għandha tiegħu kont tal-punti segwenti:

1. Id-differenza fil-qisien;
2. Il-Valuri mitluba għandhom ikunu bbażati fuq il-proposed development hekk kif mitlub fl-inkarigu originali. Kopja tal-pjanti relevanti annessi.
3. Sit C (għa sit F) huwa propost li jkun żvilupp mil-livell tat-Triq l-isfel, b'dana li t-Triq terga tkun mibnija għall-istat li hi fil-preżent għas-spejjeż tal-emfitewta;
4. Sit G (eskluz min PD 2021_0359_A) għalkemm jagħmel parti mil-iżvilupp propost ma jiffurmax parti minn dan l-inkarigu;
5. IGejna mitluba nindikaw il-valuri mitluba kemm għall kull sit separatament u kif ukoll bħala valur komplessiv daqs li kieku s-siti kollha kienu sit wiehed.

Il-Perit għandu jiddeskrivi x-xogħol li tqabbad jagħmel mill-Awtorità u jiddikjara li kull informazzjoni li giet pprovduta fir-rapport u f'kull pjanta u/jew dokument ieħor anness hija preċiża u veritjiera.

2. Dokumenti Pertinenti

Kull dokument anness ma dan ir-rapport peritali għandu jkun identifikat b'referenza unika.

2.1 Site Plan: Annetti **Dok A**

Ir-rapport għandu jkollu anness site plan l-aktar riċenti tal-Awtorità tal-Ippjanar a skala 1:2,500 f'daqs ta' A4 bil-propjeta' in kwistjoni ċċentrata fil-pjanta u mmarkata bl-aħmar u li turi, fejn applikabbli, l-limiti taż-żona tal-iżvilupp, l-limiti taż-żona ta' konservazzjoni urbana u l-allinament skemat tal-bini. Fil-każijiet fejn id-data tal-istima ma tkunx dik attwali għandha tintuża wkoll site plan tal-eqreb sena lejn dik tal-istima.

2.2 Pjanta tal-Propjeta: Annetti **Dok B to B3**

Fil-każ ta' bini għandu jkun hemm pjanta ta' kull sular a skala 1:100 li qatt m'għandha tkun iżgħar minn A4, jew kif ipprovduti mill-Awtorità. Pjanti oħra bħal faċċati u sezzjonijiet jistgħu jżiedu jekk, f'każijiet eċċezzjonali, il-Perit iħoss li jistgħu jgħinu fil-ġustifikazzjoni tal-valur tal-propjeta' li jkun wasal għalih u li r-ritratti rikjesti taht paragrafu 3.8 ma jkunux suffiċjenti. Fil-każ ta' art, il-pjanta għandha tkun a skala 1:500 u tkun turi karatteristiċi tas-sit bħal sigar, arbuxelli, kmamar, hitan tas-sejjeġh u attribwiti simili, jew kif ipprovduta mill- Awtorità.

2.3 Orthophotomap: Annetti **Dok C**

Għandha tkun inkluża orthophotomap l-aktar riċenti tal-Awtorità tal-Ippjanar f'daqs ta' A4 bil-propjetà in kwistjoni ċċentrata fil-mappa u mmarkata bl-aħmar. Fil-każijiet fejn id-data tal-istima ma tkunx dik attwali għandha tintuża wkoll l-orthophotomap tal-eqreb sena lejn dik tal-istima.

2.4 Ritratti tas-Sit: Annetti **Dok D**

Ritratti tas-sit għandhom jittieħdu biex juru l-propjetà in kwistjoni kollha f'ritratt wieħed, ritratt ieħor irid juri l-propjetà u l-propjetà fuq in-naħa tal-lemin u ritratt ieħor irid juri l-propjetà u l-propjetà fuq in-naħa tax-xellug u ritratti tal-istreetscape. Dawn ir-ritratti jridu jkunu riferuti fuq site plan li turi l-pożizzjoni li ttieħdu minnha.

2.5 Ritratti minn Ġewwa: Annetti **Dok E - N/A - Zvilupp Futur**

Ritratti minn ġewwa għandhom jagħtu mpressjoni ċara tal-istat li tinsab fiha l-propjetà. Għandha tiġi ndikata d-data meta ttieħdu r-ritratti tal-propjetà li ma tistgħax tkun qabel id- data tal-kummissjoni tar-rapport mill-Awtorità.

2.6 Kopji tal-Policies u Mapep Minn Pjani Lokali: Annetti **Dok F**

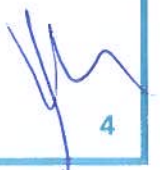
Għandhom jiġu annessi kopji tal-Policies u mapep minn Pjani Lokali u tingħata deskrizzjoni dwar x'impatt kellhom fuq il-valur aħħari. Għandu jkun hemm indikazzjoni jekk il-proprietà hiex gewwa ż-zona tal-iżvilupp jew le, x'inhu l-għoli permissibli, eċċ. Għal aktar dettalji ara paġna 8 ta' dan ir-rapport.

2.7 Operazzjonijiet Paragunabbli: Annetti mhux anqas minn żewġ operazzjonijiet paragunabbli. L-Awtorità tiriserva d-dritt li titlob għal aktar minn żewġ operazzjonijiet paragunabbli fejn tħoss li huwa necessarju **Dok G - N/A**

Il-Perit inkarigat huwa obbligat jannetti mhux anqas minn żewġ operazzjonijiet paragunabbli li fuqhom gie ibbazat il-valur tal-proprietà in kwistjoni. Il-Perit huwa obbligat li jipprovdi is- sors tal-operazzjonijiet paragunabbli. F'każ ta' esproprju l-operazzjonijiet paragunabbli għandhom ikunu ibbażati fuq kuntratti li għandhom jiġu provduti lilu mill-Awtorità stess. Ara paġna 7 għal aktar dettalji.

2.8 Kopja tal-Ittra tal-Ingagġ mill-Awtorità: **Dok H**

Il-Perit għandu jannetti kopja tal-imejl tal-ingagġ li jkun ircieva mingħand l-Uffiċċju tal-Istimi fi hdan l-Awtorità tal-Artijiet.



4

3. Dati Pertinenti

3.1 Data ta' Meta Inghata l-Inkarigu

30 ta' Gunju 2023

3.2 Data ta' Meta Sar l-Aċċess fuq il-Proprietà/sit

8 ta' Gunju 2023

Din id-data ma tistax tkun qabel id-data tal-kummissjoni tar-rapport mill-Awtorità

3.3 Data tar-Rapport

17 ta' Lulju 2023

3.4 Data li Saret Referenza Għaliha Meta Giet Valutata il-Proprietà Fejn Applikabli

17 ta' Lulju 2023

F'ċertu każijiet stipulati mill-Att Dwar l-Artijiet tal-Gvern (Kap. 573) jew minn xi liġijiet oħrajn preċedenti, ikun meħtieġ li jkun determinat il-valur ta' propjetà f'data speċifika li ma tkunx dik attwali bħal per: eżempju fiċ-ċirkostanzi tal-artikolu 44.



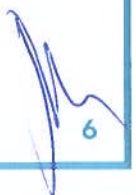
4. L-Istat li l-Propjetà Kienet Fiha fid-Data li Saret Referenza Għaliha Meta Giet Valutata l-Propjetà

Id-deskrizzjoni f'din it-taqsim trid tagħmel riferenza għal pjanti, ritratti u dokumenti ohra li jkunu għew imsemmija fit-taqsim dwar dokumenti pertinenti paragrafi 2.1 sa 2.6

4.1 L-attribwiti fiżiċi tal-propjetà fid-data li tkun saret referenza għaliha f'paragrafu 3.2

Ara Dok K 4.1 L-attribwiti fiżiċi tal-propjetà

Kull rapport għandu jkollu deskrizzjoni ġenerali tal-propjetà bħal minn fejn hi aċċessibbli (triq maġġuri/triq residenzjali jew kummerċjali/sqaq), kemm fiha livelli taħt it-triq, kemm hemm sulari 'l fuq mit-triq, jekk tinkludix btiehi u/jew għonna u jekk hemmx sigar, data approssimattiva ta' meta nbriet u ftit kliem dwar d-disinn u l-arkitettura tal-bini. Elementi fil-faċċata, bħal lavur, u fuq għewwa li jkollhom xi valur storiku jew li jistgħu jkunu importanti li jiġu kkonservati għandhom jiġu deskritti b'mod aktar dettaljat.


6

4.2 L-istat tal-istruttura u dettalji oħra

Ara Dok L 4.2 L-istat tal-istruttura u dettalji oħra

Ir-rapport irid jiddeskrivi ukoll l-istat tal-istruttura u jispjega l-metodu ta' kostruzzjoni inkluż tal-pedamenti fejn possibbli, l-istat tal-aperturi u tal-finishes kollha tal-binja, is-servizzi tad-dawl, ilma, drenagg u telekomunikazzjoni u l-istat tal-bjut u soqfa oħra esposti għall-elementi. Elementi strutturali tradizzjonali bħal hnejjiet, travi tal-injam u soqfa tax-xriek u kileb, u aperturi tradizzjonali tal-injam jew hadid għandhom jigu emfasizzati.

4.3 Qisien tal-Proprietà

Dok M 4.3 Qisien tal-Proprietà

Ir-rapport irid jinkludi paragrafu dwar il-qisien tal-propjetà kif ipprovdut mill-Awtorità jew minn qisien miġbura minn fuq il-post – it-tul tal-faccata fuq it-triq u l-fond massimu tas-sit, il-metraġġ kwadrat tas-sit, il-metraġġ kwadrat tal-bini fuq kull sular, il-qisien tal-btiehi u fil-każ ta' bini residenzjali n-numru ta' kmamar tas-sodda u kmamar tal-banju. F'din il-parti, il-Perit għandu jindika jekk il-qisien humiex konformi ma' regoli u policies li jikkontrollaw tali qisien, partikolarment l-A.L. 227 tal-2016 (Regolamenti dwar l-Ippjanar tal-Iżvilupp (Sahħa u Sanita') u jekk le humiex koperti b'permess tal-izvilupp jew inbnewx qabel l-1967.

5. L-użu li kien qed isir mill-propjetà fid-data li saret referenza għaliha meta giet valutata l-propjetà

Ara Dok N 5. L-użu kurrenti

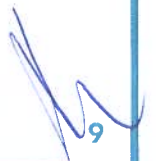
Il-Perit irid jidentifika l-użu prinċipali tal-binja u mbagħad jiddeskrivi l-użi fuq kull sular kemm taħt u kemm 'l fuq mill-livell tat-triq. Huwa mportanti li r-rapport ikun jinkludi wkoll deskrezzjoni tal-karattru tal-madwar estern tal-propjetà, partikolarment użi jew attribwiti oħra li jista' jkollom impatt fuq il-valur tal-propjetà.



6. Informazzjoni Dwar Drittijiet ta' Terzi

Ara Dok O 6. Informazzjoni Dwar Drittijiet ta' Terzi

Ir-rapport għandu jidentifika b'mod ċar dawk id-drittijiet kollha li jista' jkollhom terzi persuni fuq il-propjetà li jinkludu ċnus u kirjiet eżistenti u l-valur u d-data tal-iskadenza tagħhom, użufrutt, servitujiet u kull piż ieħor li jista' jkollu impatt fuq il-valur tal-propjetà.



9

7. Operazzjonijiet Paragunabbli

7.1 L-ewwel operazzjoni paragunabbli

Ara dok Dok P 7 Operazzjonijiet Paragunabbli

7.2 It-tieni operazzjoni paragunabbli

7.3 Operazzjonijiet paragunabbli oħra

Informazzjoni Utli

Skont l-Artiklu 79 (3) (e) tal- Kap. 573 tal- Ligijiet ta' Malta, ir-rapport ta' Stima Peritali għandu jinkludi: "l-operazzjonijiet paragunabbli, jekk ikun hemm, li l-proprietà tkun ġiet valutata b'riferenza għalihom". L-Awtorità tal-Artijiet ikkummissjonat ir-rapport: "Consolidated Document on Property Valuation: A Compilation of Information and Examples" li jista' jiġi mnizzel mis-sit elettroniku: <https://landsauthority.org.mt/wp-content/uploads/2018/03/Valuations-Manual-LA.pdf>. F'paġna 54 ta' dan ir-rapport hemm indikazzjoni ta' sorsi lokali li jistgħu jintużaw biex wiehed jottjeni operazzjonijiet paragunabbli: "Useful sources of data include the Central Bank, real estate agents, National Statistics Office, Planning Authority, consideration of development activity in the nearby area. The valuer should also bear in mind the final target consumer and what is required, sought and afforded by this target consumer."

Għalhekk huwa mistenni li meta jiġi pprezentat ir-rapport ta' Stima Peritali, l-operazzjonijiet paragunabbli, inkluż is-sors tagħhom (eż. numru ta' referenza jew identifikazzjoni fil-każ ta' entries minn databases ta' estate agents) iridu jiġu mnizzla waħda waħda, b'mod ċar. L-operazzjonijiet paragunabbli għandhom ikunu relevanti għal proprietà in kwistjoni, speċjalment li jkunu fl-istess lokalità u b'karatteristiċi simili.

Il-Perit għandu dejjem jagħmel referenza għall-valuri li jkunu indikati fil-kuntratti tat- trasferiment jew akkwist ta' proprietà paragunabbli li l-Perit għandu jottjeni minghand l- Awtorità stess. Jekk tali kuntratti ma jkunux fil-pussess tal-Awtorità, il-Perit għandu jannetti dikjarazzjoni mill-Awtorità f'dan is-sens.

Fejn hu possibli, għandha tingabar informazzjoni minn iktar minn sors wiehed. Sorsi oħra li jistgħu jintużaw jinkludu:

(i) Kuntratti notarili ta' bejgħ ta' proprietà; - Dikjarazzjonijiet ta' Akkwist tal-Art, li jiġu ppublikati fuq il-Gazzetta tal-Gvern; (ii) Deċiżjonijiet tal- Bord ta' Arbitraġġ dwar Artijiet, li jistgħu jiġu mnizzlin mis-sit elettroniku: <https://ecourts.gov.mt/onlineservices/Judgements/Search>

Sorsi differenti jistgħu jstabilixxu valuri differenti (minhabba kummissjonijiet jew senseriji, per eżempju). Għalhekk huwa mistenni li l-Perit jispjega b' mod ċar: (a) kif dawn il-valuri ntuzaw biex wasal għal valur aħħari; (b) il-varjazzjonijiet li għamel fuq dawn il-valuri u r- raġunijiet għal dawn il-varjazzjonijiet; (c) u l-kalkoli kollha li qed jiġu kkunsidrati.

8. Informazzjoni dwar il-“planning site history” u l-“planning policies” li jaffettwaw l-propjetà

8.1 Planning Site History

Ara Dok Q 8.1 Planning Site History

F'din it-taqsimha jrid ikun hemm deskrizzjoni tal- “planning site history” li tinkludi fl-ewwel post il-permess tal-iżvilupp tal-propjetà u lista ta' kull tip ta' applikazzjoni li tkun saret fuq il- propjetà (PAPB/PA, DNO, RG, CTB, SE), deskrizzjoni sommarja tal-iżvilupp li kien propost f'kull applikazzjoni u jekk l-applikazzjoni għadhiex pendenti jew jekk gietx deciza u x'kienet d- decizjoni finali tal-Awtorità tal-Ippjanar jew tat-Tribunal ta' Reviżjoni tal-Ambjent u l- Ippjanar. Il- “planning site history” għandha tinkludi wkoll referenza għall-azzjonijiet ta' infurzar fuq il-propjetà (ECF) u deskrizzjoni sommarja tal-irregolarità u turi jekk dawn l- azzjonijiet għadhomx in vigore jew g'ewx konkluzi.

12

8.2 Planning Policies

Ara Dok R 8.2 Planning Policies

Din it-taqsimha trid tinkludi wkoll deskrizzjoni tal- "planning policies" kollha li jista' jkollhom impatt fuq il-valur tal-propjetà. Għandu dejjem ikun hemm indikazzjoni jekk il-propjetà hiex ġewwa ż-żona tal-iżvilupp jew le; jekk il-propjetà hiex ġewwa zona ta' konservazzjoni urbana jew le; x'inhu z-zoning u x'inhu l-għoli permissibbli tal-bini fil-Pjan Lokali, inkluż deskrizzjoni sommarja tal-policy rilevanti. Importanti li jkun ikkonfermat jekk kienx hemm xi reviżjoni tal- policies applikabbli wara d-data tal-Pjan Lokali permezz ta' reviżjoni parzjali jew b'approvazzjoni ta' Planning Control Application. Il-Perit għandu wkoll jirrelata jekk hemmx xi policy oħra li tista' tintuża biex iżżid (jew tirrestringi) il-potenzjal tal-propjetà bħal policy dwar bini għoli, zieda ta' sulari għal lukandi u djar tax-xjuħ, u d-DC15, skedar u limitazzjonijiet oħra li jinstabu fuq il-geoserver tal-Awtorità tal-Ippjanar.



3

9. Metodu tal-valutazzjoni u l-valur stmat

L-istima għandha dejjem tirrifletti l-potenzjal massimu tal-proprjeta' u m'għandiex tkun influwenzata bl-ebda mod mit-talba li tkun saret għaliha minn kull persuna.

Għal iżjed dettall irreferi għal Dok S 9 u Dok S1 sa dok S4 fejn wiehed jista jsib id-dettall tal-metodu tal-valutazzjoni u l-kalkoli addottati rispettivament.

Fil-qasir.

Sabiex waslu għall valur tal-art l-esponenti:

1. Hadmu l-valur tas-suq tal-izvilupp propost - 20,148,528.02 €
2. Hadmu l-spejjez tal-izvilupp - 16,606,498.24 €
3. Hadmu l-valur tal-art illum - 3,016,750.00 €
4. Hadmu l-valur tac-cens annwu - 138,452.95 €

Dan inhadem kemm għall kull parti tas-sit kif ukoll it-total tas-sit fl-intier tieghu. Dan kollu huwa inkluz fit-tabella li hemm f' Dok S 9.

Din it-taqsimha hija l-aktar importanti fir-rapport peritali u l-informazzjoni kollha li tkun ingabret u giet deskritta fit-taqsimiet ta' qabel għandha l-għan ewlieni biex twassal għal valur tal-propjeta' li jirrifletti b'mod oggettiv u kemm jista' jkun konsistenti, il-valur fis-suq.

Il-Perit għandu jiddikjara l-valur tal-propjetà abbażi tal-metodu tat-trasferiment antiċipat – bejgħ (freehold), xiri assolut, ċens u l-kundizzjonijiet marbutin miegħu, b'kirja u l-kundizzjonijiet marbutin magħha, u f'xi każijiet, pussess u użu, terminazzjoni jew encroachment – u jiddeskrivi l-metodoloġija li addotta, kull kalkulazzjoni li jkun għamel u l-informazzjoni li bbażhom fuqha.

Huwa essenzjali li l-Perit jagħmel użu mir-rapport: "Consolidated Document on Property Valuation: A Compilation of Information and Examples" u jikkwota b'mod preċiż il-paragrafi li jkun uża minnu aktar milli dikjarazzjoni ġenerika dwar l-użu tiegħu.

10. Dikjarazzjoni dwar kunflitt ta' interess

Nikkonferma li ma hemm ebda tip ta' kunflitt ta' nteress sabiex nagħti parir ta' l-opinjoni tal-valur tal-propjeta', peress li ma nibbenefikax mill-istruzzjoni tal-valutazzjoni, għajr il-mizata dovuta mill-istess valutazzjoni.

Ir-Rapport ta' stima peritali għandu jkun konkluz b'dikrazzjoni mill-Perit li ma kellu ebda kunflitt ta' interess fid-data tal-valutazzjoni.

Firma tal-Perit

Perit Denis Camilleri

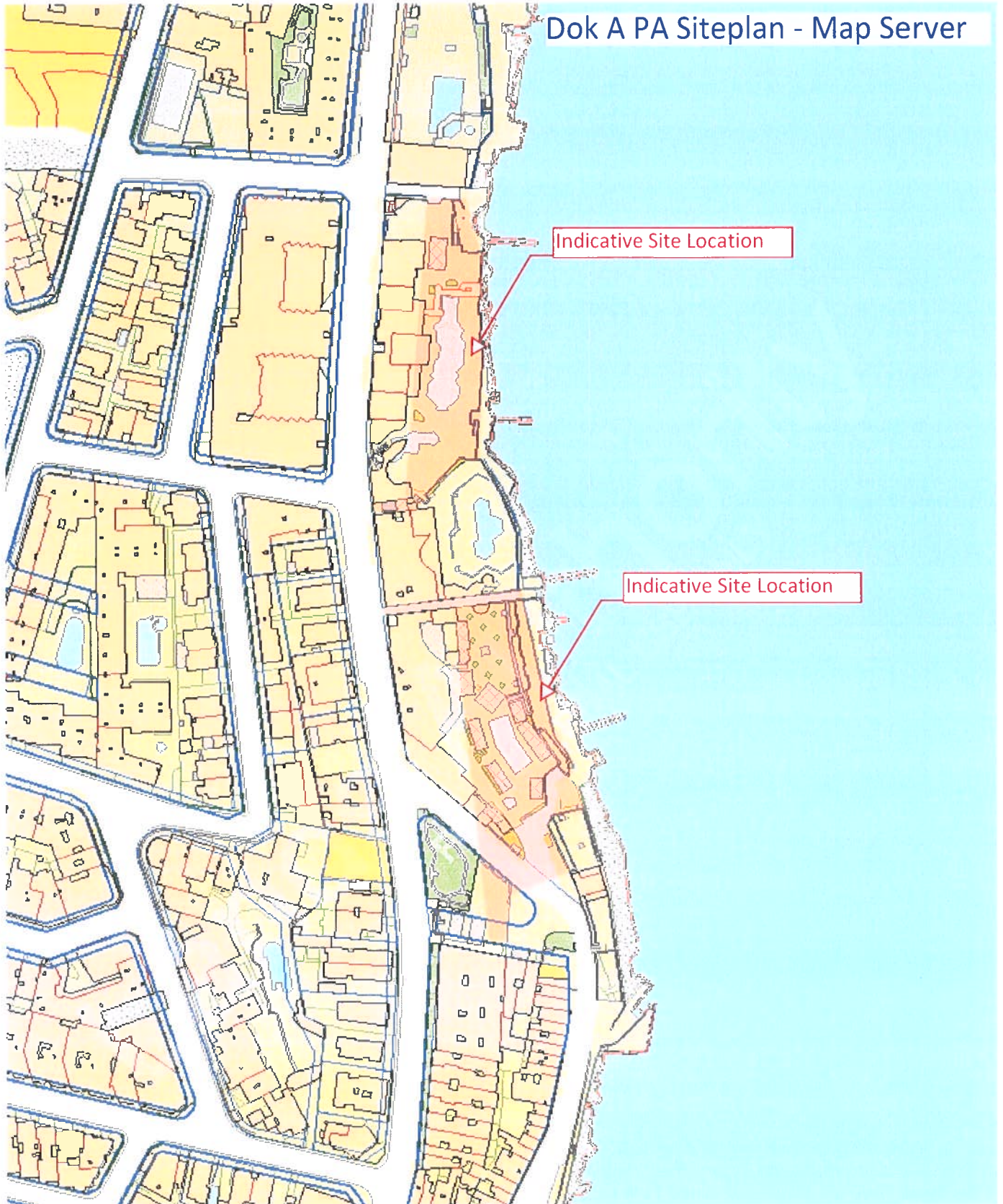
Firma tal-Perit

Perit Joseph Bondin

Firma tal-Perit

Perit John Demicoli

Dok A PA Siteplan - Map Server



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B STREET LEVEL



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B1 UPPER LIDO LEVEL



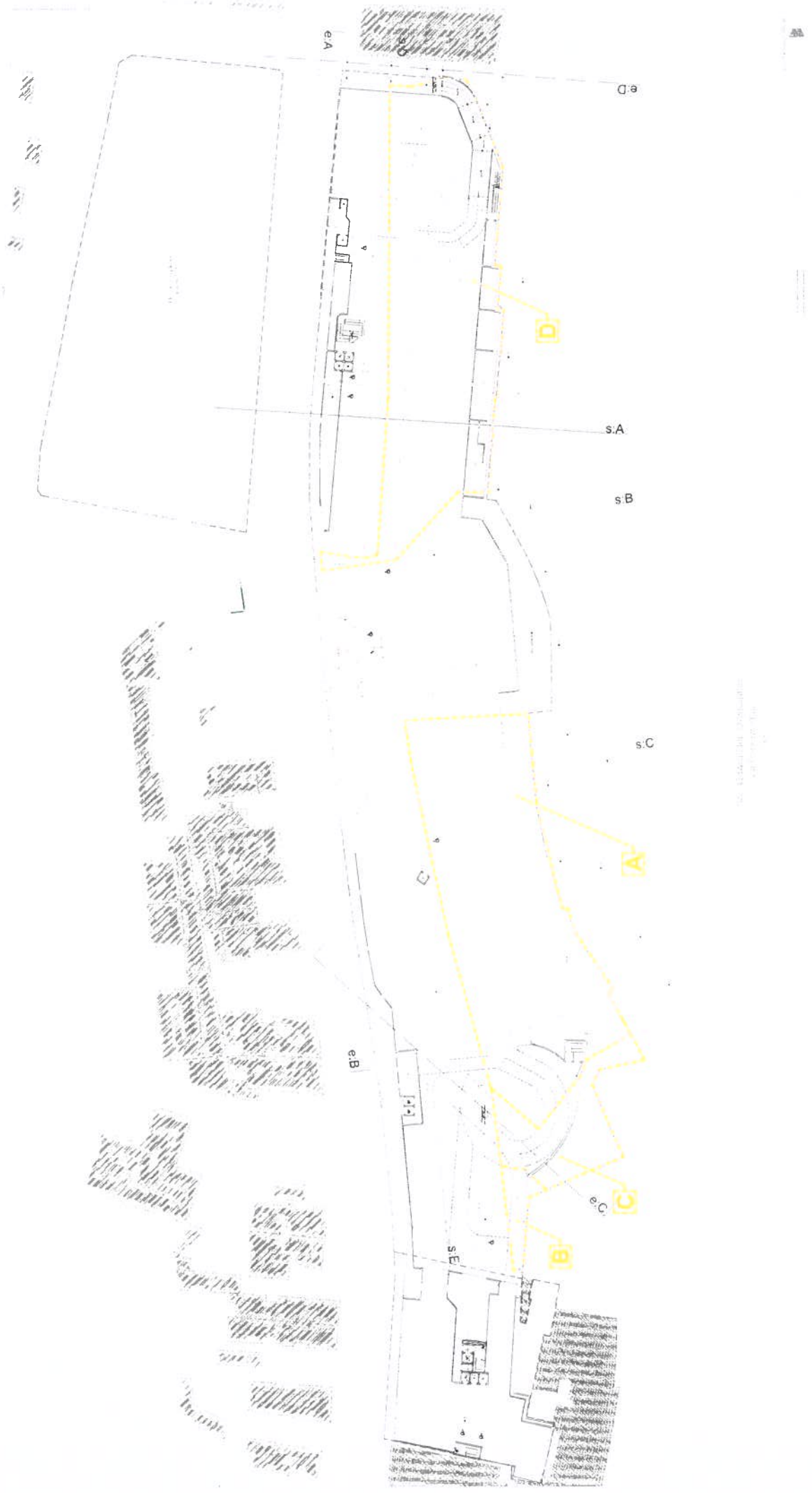
Architectural drawing
Project: [illegible]
Scale: [illegible]

B2 LIDO LEVEL



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Date: 14/02/2024

B3 CARPARK LEVEL



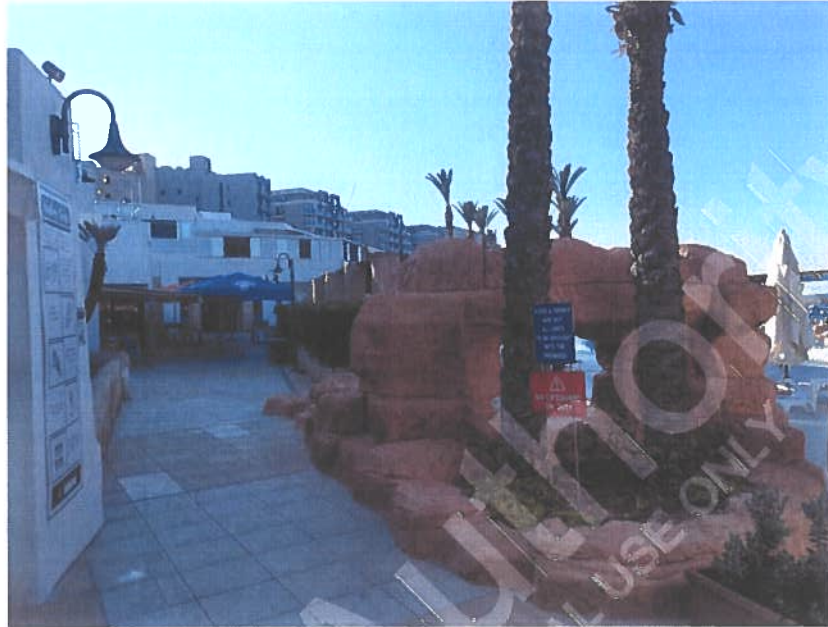
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DOK D

RITRATTI TAS-SIT



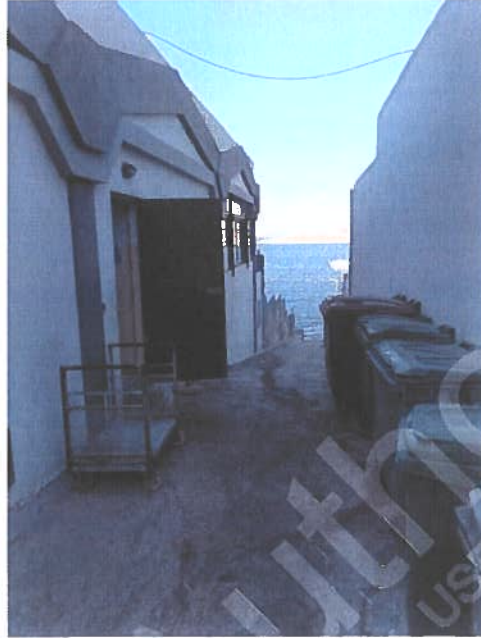
Ritratt 7 - It-Terrazzin li jiffirma parti mill-'Lido' muri mill-parti t'isfel, direzzjoni lejn it-triq, bil-facilitajiet tal'Lido fl-isfond



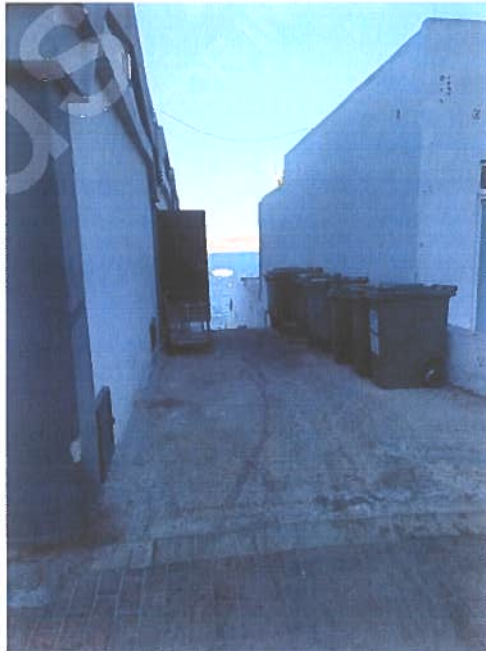
Ritratt 8 - Entratura ghaz-zona dedikata ghal- Watersports

DOK D

RITRATTI TAS-SIT



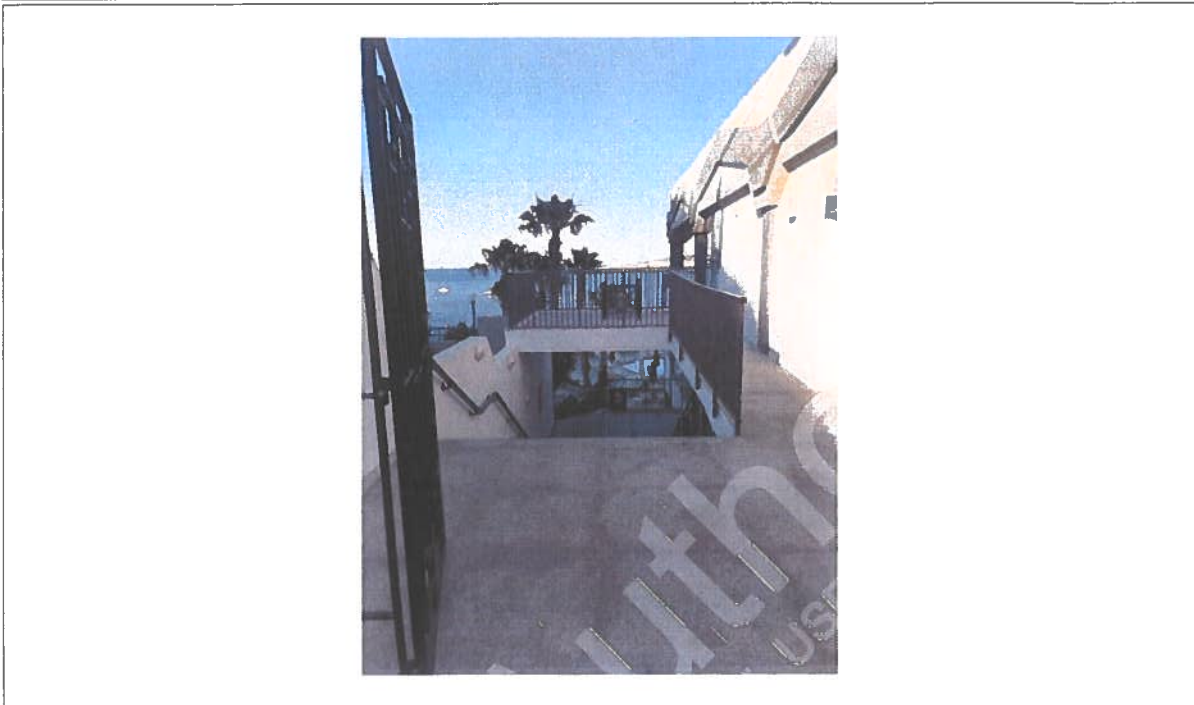
Ritratt 9 – Access ghal-bahar minn Triq Dawret il-Qawra



Ritratt 10 – Access ghal-bahar minn Triq Dawret il-Qawra

DOK D

RITRATTI TAS-SIT



Ritratt 11 – Il-Passagg l-isfel lejn il-‘Lido’ fil-parti t-isfel, u l-access lejn l-bahar minn Triq Dawret il-Qawra.



Ritratt 12 – Il-Passagg l-isfel lejn il-‘Lido’ fil-parti t-isfel, u l-access lejn l-bahar minn Triq Dawret il-Qawra.

DOK D

RITRATTI TAS-SIT



Ritratt 15- Access ghal-bahar minn Triq Dawret il-Qawra



Ritratt 16 – Entratura ghaz-zona dedikata ghal- Watersports u s-Sunny Coast Leisure Club.

DOK D

RITRATTI TAS-SIT



Ritratt 17 - Entratura ghaz-zona dedikata ghal- Watersports



Ritratt 18 – Entratura min Triq Dawret il-Qawra lejn l-'Lido' u ghal-access lejn l-bahar

DOK D

RITRATTI TAS-SIT



Ritratt 21 - Entratura min Triq Dawret il-Qawra lejn ir-restaurants prezenti fuq is-sit.



Ritratt 22 – Entratura min Triq il-Luzzu lejn il-AX Sunny Coast Spa & Resort

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DOK D

RITRATTI TAS-SIT



Ritratt 23 – Entratura min Triq il-Luzzu lejn il AX Sunny Coast Spa & Resort



Ritratt 24 – Konstruzzjoni li qed issir fis-sit D, skond PA 06179/21 – entratura min Triq Dawret il-Qawra.

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DOK D

RITRATTI TAS-SIT



Ritratt 25 – Konstruzzjoni li qed issir fis-sit D, skond PA 06179/21 – entratura min Triq Dawret il-Qawra.



Ritratt 26 – Konstruzzjoni li qed issir fis-sit D, skond PA 06179/21 – entratura min Triq Dawret il-Qawra.

DOK D

RITRATTI TAS-SIT



Ritratt 27 – Konstruzzjoni li qed issir fis-sit D, skond PA 06179/21 – entratura min Triq Dawret il-Qawra.



Ritratt 28 – Konstruzzjoni li qed issir fis-sit D, skond PA 06179/21 – entratura min Triq Dawret il-Qawra.

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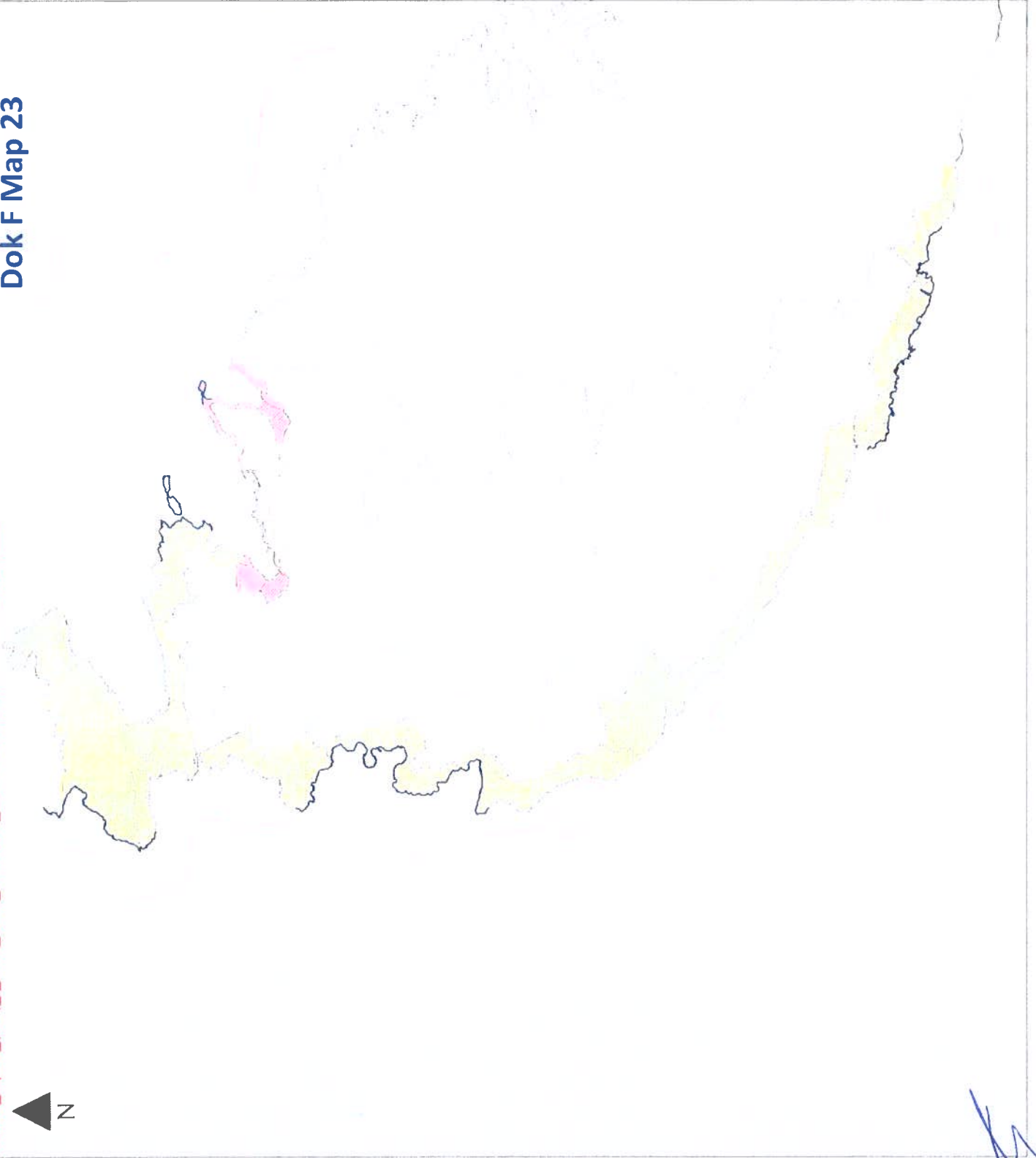
DOK D

RITRATTI TAS-SIT



Ritratt 29 – Konstruzzjoni li qed issir fis-sit D, skond PA 06179/21 – entrata min Triq Dawret il-Qawra.

Dok F Map 23



NORTH WEST LOCAL PLAN



Ministry of the Environment, Planning and Infrastructure
 Malta Environment & Planning Authority

Key

- Predominantly Urban Coast
- Predominantly Rural Coast
- Protected Areas
including scheduled property,
nature reserves, and
areas that merit protection
- 50 metre bathymetric contour
- Land extension of candidate
Marine Conservation Areas
(Structure Plan 1994)

North West Local Plan Proposed Strategy for the Coastal Zone

Scale: **1:80,000** Date: **June 2006** Map: **23**

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 Management and Planning Authority
 Base Map: 1988 Survey Sheet
 © copyright Mapping Unit, Malta Environment & Planning Authority

Dok F1 Map 42 Heights









NORTH WEST LOCAL PLAN



Environmental Management & Planning Authority

Key

-  NWUS 1
Limit to Development Boundary
-  2 Floors
-  3 Floors
plus 0 courses semi - basement
-  4 Floors
-  5 Floors
-  To retain existing height

Applicable Policy

NWUS 5
Building Height Limitations

North West Local Plan

Biggibba & Qawra Building Heights

Scale 1:7000

Date July 2006

Map 42

This map is used for information only and is not intended for use in any legal proceedings. It is subject to change without notice. For more information, please contact the Planning Authority.

Base Maps: 1999 Survey Sheets
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Dok F2 Map 40 Policy

NORTH WEST LOCAL PLAN



Escholtz, De Groot, Local Environment & Planning
Local Environment & Planning Authority

Key

SWSP 1	Family Development Landfill
SWSP 2	SWSP 2
SWSP 3	Secondary, Tertiary, and Quaternary
SWSP 4	Local Centre for Growth
SWSP 5	SWSP 5
SWSP 6	High Performing Districts of Durbanville
SWSP 7	Formal Zone
SWSP 8	St Pauls Bay Village - Durbanville - Special Residential Area
SWSP 9	Formal Zone
SWSP 10	Formal Zone
SWSP 11	Formal Zone
SWSP 12	Formal Zone
SWSP 13	Formal Zone
SWSP 14	Formal Zone
SWSP 15	Formal Zone
SWSP 16	Formal Zone
SWSP 17	Formal Zone
SWSP 18	Formal Zone
SWSP 19	Formal Zone
SWSP 20	Formal Zone
SWSP 21	Formal Zone
SWSP 22	Formal Zone
SWSP 23	Formal Zone
SWSP 24	Formal Zone
SWSP 25	Formal Zone
SWSP 26	Formal Zone
SWSP 27	Formal Zone
SWSP 28	Formal Zone
SWSP 29	Formal Zone
SWSP 30	Formal Zone
SWSP 31	Formal Zone
SWSP 32	Formal Zone
SWSP 33	Formal Zone
SWSP 34	Formal Zone
SWSP 35	Formal Zone
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SWSP 40	Formal Zone
SWSP 41	Formal Zone
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SWSP 92	Formal Zone
SWSP 93	Formal Zone
SWSP 94	Formal Zone
SWSP 95	Formal Zone
SWSP 96	Formal Zone
SWSP 97	Formal Zone
SWSP 98	Formal Zone
SWSP 99	Formal Zone
SWSP 100	Formal Zone

South West Local Plan
 Engleba & Gavia Policy Map
 Scale: 1:7000
 Date: July 2006
 Map No: 40
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Dok F3 Policy NWSP 4

in Triq il-Bajja, part of Triq Gandoffli and Triq ir-Rebbiegha, so that further premises could enjoy the benefits of pedestrianisation. However it is appropriate that premises and domestic garages retain their access and servicing facilities, and the pedestrianisation scheme should pay due regard to this. The design of future developments should exclude vehicular access.

NWSP 3

Public Bus Terminus

The site illustrated on Transport Strategy Maps 38 and Policy Map 40 is allocated for the provision of a public bus terminus and supporting amenities. New buildings will be favourably considered provided that the structures:

- i. Are located on the eastern section of the unbuilt portion of the site;
- ii. Do not have a built footprint of more than 300sqm;
- iii. Do not exceed two floors in height;
- iv. Minimise the impact on existing mature trees and seek to replace those affected, where possible, within the site boundary;
- v. House supporting amenities to the main use such as public convenience, administrative offices, changing rooms and showers.

18.1.20 Part of the site (total area 4,500sqm) allocated by this policy for a bus terminus is already developed for such use and covered by development permission. The permit, however, was issued for a definite period and it was not in line with the zoning in the Temporary Provisions Scheme. This policy seeks to clarify the situation by acknowledging the current use of this site as a bus station and allocates an additional site with an area of 1,566sqm for supporting amenities, which are still lacking. The extension of the bus station contains a number of mature trees, which should be replanted within the same site. Additional conditions on the location of new buildings, built footprint, and building heights also seek to control the development on this open space to ensure that over development does not occur.

NWSP 4

Foreshore Within Commercial Zones (Tourism, Entertainment Priority Area)

The area indicated on Map 40 is designated as the foreshore within the Tourism Zone and the land-uses identified by Policy NWTO 5 (2), (3) and (4) only can be located within the area provided:

- i. they are located within buildings/structures which are covered by development permission;
- ii. they will involve only very minor extensions and consolidation of existing buildings/structures covered by development permission;
- iii. the finished level of any new minor structure serving as an extension to an existing structure covered by development permission, will not exceed the height of any existing legal structure within the site, and is not to increase the solid structures on street frontage to ensure that views onto the bay across the site are not obstructed;
- iv. public access to the foreshore is not compromised;
- v. MEPA will seek planning gain from any development on this stretch of foreshore it is minded to approve, particularly securing public access to the foreshore.

The area indicated on Maps 39/40 is designated as the foreshore within the Entertainment Priority Area and the land-uses identified by Policy NWCM 3 (i), (ii) and (iv) only can be located within the area provided criteria (i) to (v) above are complied with.

In the case where an existing structure on these stretches of foreshore is not covered by development permission, there will be a presumption against any further development permissions.

- 18.1.21 The larger part of the foreshore within the Tourism Zone identified by the policy is intensively used for tourism and entertainment and in urban design terms forms an integral part of the business activities and buildings occurring on the other side of the street. Four large lidos occupy most of the coast, three of which are associated with three of the major hotels in Qawra.
- 18.1.22 The area has a complex history and although a number of development permissions have been issued (both by the Planning Area Permits Board (PAPB) and the Development Control Commission (DCC)) as recently as October 1999, the area suffers from significant illegalities. The illegalities are largely confined to the use of the foreshore for private use and restricting public access to it remains contrary to the Structure Plan. Hence any existing developments not covered by development permission cannot be considered as a justification for further development through this Local Plan. This policy, however, seeks to introduce an element of order in the area by firstly acknowledging its character as an integral part of the Tourism Zone, indicating the activities that can occur and gives guidance on future development but only within the context established by development permissions and by the Structure Plan.
- 18.1.23 The stretch of foreshore lying within the Entertainment Priority Area (EPA) is also intensively used for commercial purposes including lidos for hotels across the street, bars and restaurants, sports/recreation/leisure facilities and kiosks. This area, however, has more commitments created through development permissions than the foreshore within the tourism zone and public access to the foreshore is much less compromised. For most of its length, the foreshore within the Entertainment Priority Area is still in its natural state. This policy acknowledges the predominant use of this stretch of foreshore and permits its controlled consolidation through strict regulation of any future developments.

NWSP 5

Development on the San Antonio Hotel Site

MEPA will favourably consider development on the site indicated on Map 40 for the uses identified in general Policy NWTO 5 of this Plan provided that only 15% of the area within the site boundary shown as green on the same map can have any structure which is higher than 1.0m above street level. The uses within the 15% developable area must be an integral part of the use located on the whole site. MEPA, in consultation with the Malta Tourism Authority, will ensure that a high quality design is achieved which will considerably improve the quality of tourism facilities in the area, enhances the quality of the urban area and improves the public realm.

- 18.1.24 This site (total area 0.9ha) has been subject to various applications and development permissions, with the most recent one issued in 2000 for a new hotel. The 1988 Temporary Provisions Scheme includes a green area on 58% of the site shown on Map 40 but decisions have been taken in the past, which allowed certain developments to occur within it. This policy endorses the most recent conditions imposed by a MEPA decision on a development application and restricts the uses and constructions, which can take place within the green area. It is intended to safeguard the open space which is an essential element contributing to the character of the Tourism Zone.

NWSP 6

Development on the Dolmen Hotel Site

MEPA will favourably consider the expansion of the existing hotel, or complete redevelopment of the site indicated on Map 40, provided that:

Dok F4 Policy NWT0 5

NWT0 4 **Change of Use or Redevelopment of Existing Tourism Accommodation in Urban Areas**

MEPA will give favourable consideration to proposals for the change of use or redevelopment of existing low standard tourism accommodation within the designated Residential Areas and Residential Priority Areas of this Local Plan for land uses identified by Policies NWUS 3 and 4 provided the criteria identified in the latter policy together with all other policies relevant to the specific use are complied with.

10.2.11 A certain amount of low standard tourism accommodation both registered and unregistered, exists within urban areas. A change of use of some of the lower standard of tourism accommodation spread in existing residential areas to uses compatible with these residential areas would therefore benefit both the tourism sector as it will shed poor quality tourism development and also the environment of residential areas as it will result in an upgrading of the sub-standard built structures. This policy also brings forward Structure Plan Policy HOU 10, which encourages "the sale or rent of lower standard tourism accommodation for housing purposes."

NWT0 5

Tourism Zones

The Local Plan designates Tourism Zones (TZs) within the following urban settlements delineated by the development boundary:

Bugibba, Qawra.

The boundaries of each Tourism Zone are indicated on the appropriate Area Policy Maps.

The acceptable land-uses (new uses, extensions to existing uses, and change of uses) within all frontages located within the TZs are:

1. Tourism accommodation facilities (excluding Class 3 (Use Classes Order 1994, as amended) uses);
2. Visitor attractions, including Class 9 (Use Classes Order, 1994 (as amended)) Leisure and Assembly, provided they enhance the tourist product through their uniqueness and innovation;
3. Class 6 (Use Classes Order 1994, as amended) restaurants;
4. Class 6 (Use Classes Order 1994, as amended) bars provided they are part of a mixed-use scheme;
5. Class 4 (Use Classes Order 1994, as amended) retail outlets and Class 5 (Use Classes Order 1994, as amended) offices provided they are ancillary to visitor attractions or tourism accommodation developments;
6. Class 1 (Use Classes Order 1994, as amended) residential uses will be considered provided that when located on vacant sites or as redevelopment of existing buildings, they are part of a scheme which includes a mix of the uses (1) to (5) above and they are not located at ground floor.

Development proposals within the TZs must make a positive contribution towards the upgrading of the tourism product through innovative approaches to urban design – site layouts, the mix of uses, landscaping, building heights and mass, design of facades – and must ensure that all the necessary infrastructure is available to accommodate the needs of the development. (Reference should be made to Policy NWUS 5 for interpretation of

building heights in the TZs). Proposals should also safeguard the amenity of existing, adjoining uses, especially residential blocks, and MEPA will apply the necessary mitigation measures it deems reasonable to prevent any significant adverse impacts.

MEPA will ensure that proposals will not prejudice the tourism objectives of the MTA and will seek its views on any proposal within the TZs, which it deems can have a significant effect on the tourism product in these zones.

MEPA will support schemes from public/private agencies, which seek to enhance the external environment and the public realm. It will also seek planning gain from major developments to assist in the implementation of this objective and will seek to participate in initiatives for the proper, comprehensive management of the entire TZs.

MEPA will also favourably consider the location of childcare centres, to support the function of the TZs as an employment node, provided they comply with the Kindergartens/Day Nurseries Policy.

10.2.12 The delineation of the Tourism Zones in Bugibba and Qawra has taken into account the existing concentration of tourism facilities (accommodation, attractions, food and drink outlets, etc), their importance for the enhancement of the tourism product and the evident predominance of tourism activities within them. The objectives of this designation are:

- to acknowledge the importance of tourism within the zone by clearly establishing its boundaries;
- to set out a planning policy framework for the zones guided by the intention to enhance the tourism product and safeguard existing uses;
- to encourage the formulation and implementation of specific management measures to co-ordinate actions by different stakeholders within the zones.

10.2.13 The Structure Plan (1990) Policy TOU 4 guides tourism development towards the urban areas of Mellicha and St.Paul's Bay/Bugibba and suggests that certain zones within these general areas will be favoured by the [Planning] Authority because they are likely to appeal to developers and tourists alike. The Tourism Topic Study also identified the importance of designating such zones and suggests that they should be incorporated into Local Plans with the safeguard that although within such zones tourism activity will be given importance; this should not be to the detriment of existing uses. The Local Plan has carried forward this strategic guidance by designating and delineating Tourism Zones in Bugibba and Qawra.

10.2.14 The objective of enhancing the tourism product in the tourism zones of Qawra and Bugibba requires a two-pronged approach – (1) an appropriate planning framework and (2) an effective management of the entire zone, integrated with similar approaches for the Town Centres in St.Paul's Bay and the Entertainment Priority Area in Bugibba. However, the emphasis of both approaches must be the enhancement of the **quality** of the tourism zones. Although "quality" in tourism is a rather intangible concept, related to operational methods, services and products offered by those involved in the sector, and is regulated by the MTA, through this policy, MEPA would adopt a planning framework, which contributes towards quality. MEPA will also seek to collaborate with the MTA, in its task of ensuring the quality of the tourism product both through effective screening of private development proposals and by participating in management structures, supported by the necessary funding, to draft, implement, and monitor, public or public/private initiatives aimed at improving the quality of the zone.

10.2.15 Other uses which are not included in this policy will not be favourably considered unless the developer demonstrates that they will achieve the broader objective of

the Local Plan for tourism zones to permit new quality ancillary facilities to the tourism industry and resist poor tourism related development (refer to paragraph 4.6.1 (iv) and (v) of the strategy).



Dok F5 Policy NWUS 6

and set (1) the need to address consequent urban design issues and (2) the need to integrate the review of height limitation with the land use framework for St.Paul's Bay/Bugibba/Qawra as its main objectives. Triq Toni Bajjada and Triq il-Mosta separate the relatively new parts of the urban area from the older parts, especially St.Paul's Bay Village. The Local Plan strategy seeks to concentrate new development into the more recent parts and has thus increased the heights of the new urban areas to five floors plus semi-basement. This is also the area where existing buildings higher than four floors are concentrated. The Local Plan has also designated Tourism Zones to accommodate further tourism growth and hence an increase in height in this zone to five floors plus semi-basement has also been adopted. These zones also contain a significant number of higher buildings. The height review took into account the need to protect Residential Priority Areas and the UCA and therefore very minor changes have been made in these areas. The height limitations for the Residential Priority Areas have only been updated to reflect the existing situation. Isolated higher buildings in the urban area should not be used to justify infringement of the revised heights. The indication of a height limitation of four floors within the Xemxija Residential Priority Area excludes penthouses as the Local Plan has only endorsed the existing heights of buildings.

NWUS 6

Urban Open Space

The sites allocated as urban open space are indicated on the relevant Area Policy Maps. Priority is given to landscaping schemes and where appropriate provision of play areas and equipment. Only development proposals, which enhance the amenity value or the potential of the sites for the use by the general public for passive recreation and are compatible with the character and environmental value of the sites and surrounding areas, will be accepted. Commercial uses on these sites are to be restricted to the bare minimum and, where appropriate, shall be limited to small kiosks, in line with the kiosks policy guidance of 1994, or other similar structures to serve the users of the open space only.

Excavations of the sites allocated for urban open space for the construction of basements will not be accepted, except where allowed by a site-specific policy in the Local Plan, unless it is demonstrated to the satisfaction of MEPA that these works and the use of the space created below ground will not adversely affect the use of the site for recreation by the general public or prejudice the implementation of an attractive, landscaped open space.

MEPA will seek the addition of areas of public open space in urban areas through the development process in those settlements where an acute deficiency was found to occur.

5.2.29 The general strategy of the Local Plan is to secure a basic level of open space provision to meet the needs of the resident populations in urban areas, measured in terms of the current national average recreational space per person of 2.4 sqm, in addition to resisting the loss of existing open space. MEPA studies indicate that the average recreational space per person within the urban areas of the Plan reaches 2.3 sqm but the high figure for Mdina (9.5sqm) masks the under provision in St. Paul's Bay, Rabat and Mellieha.

5.2.30 The intention of this policy is to safeguard existing open spaces as much as possible and ensures appropriate areas of additional open space are provided in new developments. A limited number of sites specifically designated as "green" or "public

open spaces” in the Temporary Provisions Schemes, such as the grounds of the Dolmen Hotel and the San Antonio Hotel in Qawra, the parvis of the Burmarrad church, and existing public gardens have been safeguarded from development or redevelopment for alternative uses. Underground development will be considered if such development will enable the provision of usable and landscaped, public open space, which would otherwise fail to materialise. Preferred uses at basement level are carparks and garages but other uses will be considered provided they are in line with relevant policies for the area and all other policies controlling use of underground space.

- 5.2.31 Substantial additional areas of open space have been designated at Ta’ Masrija as part of an urban regeneration scheme. A site at il-Qortin at Mellieha has also been safeguarded from development as the TPS zoning for retail and pastoral use is deemed unnecessary. Land allocations for these uses have already been made under this Local Plan..
- 5.2.32 The open space surrounding Mellieha Fort provides a setting to the Fort and development, even for recreation, should not prejudice the historical integrity of the wall. Other minor changes have been made in the allocation of open space in Mellieha, St.Paul’s Bay, Burmarrad, Rabat, Bahrija, and Dingli to address local issues and the need to increase useable open space.



John Demicoli

From: Agius Josef at Lands Authority <josef.agius@landsauthority.org.mt> on behalf of Agius Josef at Lands Authority
Sent: 30 June 2023 12:16
To: Denis Camilleri; jbondin@jbarchitects.com.mt; 'John Demicoli'
Cc: Bonnici Louise 1 at Lands Authority; Grech Dorothy at Lands Authority
Subject: Sites at Triq Dawret il-Qawra, Bugibba, San Pawl il-Bahar - L806/1982
Attachments: Valuation Report (V.2) - Perit John Demicoli, Perit Joseph Bondin and Perit Denis Camilleri - L806_1982.pdf; PD.No 2021_0359 - L806_82.pdf; Pd.No.2021_0359_A - L806_82.pdf; PD.No.2021_0359_B - L806_1982.pdf

Dear Periti,

Trust this email finds you well.

Reference is being made to the above attached valuation dated June 9, 2023. Kindly be informed that as part of the verifications carried out by the Valuations Committee, apart from the Valuation itself, the Committee reviewed also the extents of Sites A, B, C and D and there were adequate justifications to send back the case to the drawing board for further verifications.

It in fact resulted that the areas had to be readjusted and the difference between the original drawing (PD No: 2021_0359) and the most recent drawing (PD No: 2021_0359_B) is more or less of 4.7%.

You may therefore wish to revise your valuation report on the basis of PD No: 2021_0359_B. The terms and conditions of the original assignment shall remain unchanged and therefore:

- i. The determination of the FHV; and
- ii. The determination of the annual groundrent for a 65 year long emphyteutical concession.

It would be appreciated if you could deliver the revised valuation report by not later than July 7, 2023.

Thank you.



Josef Agius
Senior Manager – Valuations and Projects

josef.agius@landsauthority.org.mt
[+356 2295 3012](tel:+35622953012)

Auberge de Baviere, St. Sebastian Street, Valletta VLT 2000
www.landsauthority.org.mt

Accountability | Efficiency | Sustainability

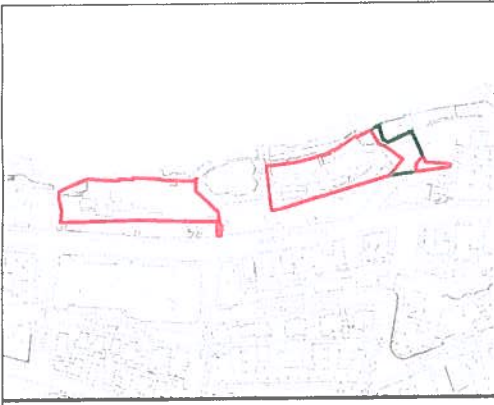
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SITES
AT TRIQ IL-QAWRA
BUGIBBA
I/o SAN PAWL IL-BAHAR



Site No. 1250
Map Ref. 4259
78813

Property No. E270380

- SITE A
Area 2,881m² (circa)
- SITE B
Area 1,277m² (circa)
- SITE C
Area 548m² (circa)
(Site to be 30cm below finished road level)
(Road level to remain public)
- SITE D
Area 3,134m² (circa)

V.2 ⇒ 6,68m²



Autorité de l'Immobilier
Sli, Sgħosħan Sliq, Valletta
Pjazza Feneħen, 2500, 028000000
www.lands.gov.mt

San Pawl il-Baħar
Estate Management & Business Development

Locality	SAN PAWL IL-BAHAR
P.D. No.	2021_0359_A
Scale	1 : 1,000
File No.	L/0806/1982
Drawn by	bugem151

SITES

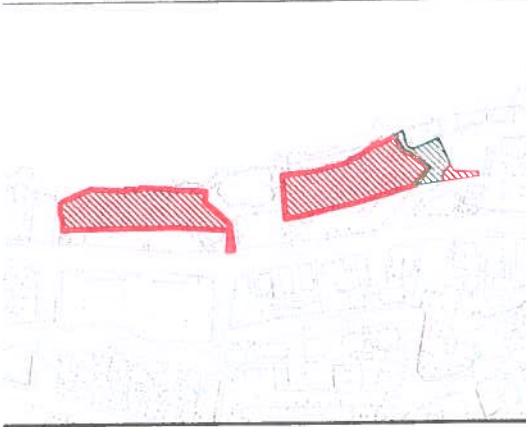
AT TRIQ IL-QAWRA

BUGIBBA

I/o SAN PAWL IL-BAHAR



Content interpreted from plans submitted by Applicant & Government Property Records



Site Plan
S.S. 4816

Scale: 1:5000
Map Ref: 47859
78943

Property No: E270380

- SITE A
Area: 2,745m² (circa)
- SITE B
Area: 127m² (circa)
- SITE C
Area: 547m²
(Site to be 30cm below finished
road level - Road Level upwards to
remain public)
- SITE D
Area: 2,711m² (circa)

V.3 ⇒ 6,130m²

DRAFT COPY



Autorité de Bavière
St. Sebastian Str., Valletta
Phone: (00356) 2278 2228/243 242
Zakaznik.Lands@authority.gov.mt

Estate Management & Business Development

Locality: SAN PAWL IL-BAHAR

P.O. No.: 2021_0359_B Scale: 1 : 1,000

File No.: L00806/1982 Drawn by: demir001

A&CE

Date: 28th June 2023

DOK K

ATTRIBWITI FŻIČI TAL-PROPIETÀ

4.1 L-attribwiti fiżiċi tal-propjetà

Il-porzjoni ta' art hi ta' forma irregolari u jinkludi erba' (4) siti A sa D li flimkien għandhom kejl superficjali ta' circa 6,130 metri kwadri hekk kif hu indikat fil-pjanti annessi bhal **Dok B**.

Dan is-sit jinsab matul il kosta tal-Qawra u għandu access minn fuq Triq il-Qawra li hija triq kummerċjali kif ukoll imiss ma diversi porzjonijiet ta' art kemm private kif ukoll tal-Gvern minn naha tat-Trammuntana, l-Punent u n-Nofinshar u jhares għal fuq il-bahar minn naha tal-Lvant.

Bhalissa fuq il-post wiehed isib diversi strutturi li jiffurmaw parti minn negozji relatati mal-industrija tat-turizmu li principarjament jinkludu 'pools', lido's, u strutturi ancillary ma tal negozji. **Ara ritratti annessi bhal Dok D**

Dawn is-siti bhalissa huma għalhekk principarjament spazji ta' sular wiehed mikxuf.

Ma dana kollu l-binjiet ezistenti jidher li huma kollha pjuttost ricenti (ta' wara is-sengħa 1968) u mingħajr ebda skedar minn naha tal-Awtoritajiet kompetenti li jista jostakola t-twaqqiegh ta' tali strutturi ezistenti.

Iz-zona indikata bhala skedata mill-PA hija dik tal-kosta bhala Archaeology remains – Salini b referenza GN402/96 – Protezzjoni Class B u li izda mihiex direttament fis-siti kkonsidrati. Dan izda ma' jfissirx li wiehed mhux se jkollu jindirizza aspetti relatati kawza tal-vicinanza tal-istess siti minn tali zona skedatata kif ukoll il-blat naturali li jista jkun affetwat.

DOK L

L-ISTAT TAL-ISTRUTTURA U DETTALI OĦRA

4.2 L-istat tal-istruttura u dettalji oħra

Is-sit in disamina bhalissa huwa kostitwit minn diversi strutturi u negozji illi skon il-proposta li qed tigi vvalutata ghandhom kollha jaqghu u l-izvilupp il-gdid irid jigi zviluppat u jinbena fuq dawna s-siti u ghaldaqstant ma hemmx x'wiehed jista jikummenta fuq l-istat tal-istrutturi ezistenti.

Ma dana kollu l-binjiet ezistenti jidher li huma kollha pjuttost ricenti (ta' wara is-sengha 1968) u minghajr ebda skedar minn naha tal-Awtoritajiet kompetenti li jista jostakola t-twaqqiegh ta' tali strutturi ezistenti.

Jidher li bhalissa hemm xogholijiet ghaddejjin l-aktar fl-inhawi ta' Sit D.

DOK M**QISIEN TAL-PROPRJETA****4.3 Qisien tal-Proprietà**

Il-porzjoni ta' art hi ta' forma irregolari u għandha kejl superficjali ta' circa **6,130 metri kwadri** hekk kif hu spjegat aktar fid-dettal f'sezzjoni 4.1 ta' dan ir-rapport.

Nota: Qisien estratti mill- 'CAD' drawing ipprovdut mill- Awtorità tal-Artijiet.

Sit A:

QAWRA PROMENADE DEVELOPMENT FLOOR AREAS						AREAS ON PLANS
LOCATION	LEVEL	USE	NUMBER	AREAS IN m ²		
				INTERNAL	EXTERNAL	
A	Car Park Level	PARKING SPACES	78	900.21		
				424.27		
		WATERSPORTS & STORAGE				
		COMMON AREAS & CIRCULATION			968.94	
		SEA WALL DEFENCE			338.73	
		SEAFRONT VOID				95.24
	Lido level	STORAGE		46.04		
		SECURITY OFFICE		22.74		
		CONFERENCE LOBBY		290.89		
		SPA		19.36		
		COMMON AREAS & CIRCULATION		246.47		617.05
	Upper Lido Level	POOL				
		LANDSCAPING				1,387.45
		VOID		115.00		
CONFERENCE GALLERY			61.38			
Street Level	GYM RELAXATION		22.52			
	TERRACES				296.34	
	RESTAURANT		223.37			
	VOID		2,141.39			
Roof Level	CONFERENCE CLASS 3C		4.66			
	RESTAURANT		110.89			
	BELVEDERE GARDEN				304.31	
Roof Level	TERRACES				475.33	
	VOID		1,849.80			
	SERVICE ROOFS				266.92	
		VOID		2,478.08		
			10,282.36	3,442.64	2,745	

DOK M

QISIEN TAL-PROPRJETA

Sit B:

QAWRA PROMENADE DEVELOPMENT FLOOR AREAS						
LOCATION	LEVEL	USE	NUMBER	AREAS IN m ²		AREAS ON PLANS
				INTERNAL	EXTERNAL	
B	Car Park Level	COMMON AREAS & CIRCULATION		115.64		127
	Lido level	STORES		55.56		
		VOID		71.44		
	Upper Lido Level	LANDSCAPING			127.00	
	Street Level	VOID		127.00		
	Roof Level	VOID		127.00		
				496.64	127.00	

Sit C:

QAWRA PROMENADE DEVELOPMENT FLOOR AREAS						
LOCATION	LEVEL	USE	NUMBER	AREAS IN m ²		AREAS ON PLANS
				INTERNAL	EXTERNAL	
C	Car Park Level	COMMON AREAS & CIRCULATION		171.67		547
		SEAFRONT VOID		375.33	59.44	
	Lido level	COMMON AREAS & CIRCULATION		58.25		
		VOID		488.75		
	Upper Lido Level	TERRACES				
		VOID		547.00		
	Street Level	COMMON AREAS & CIRCULATION			429.12	
		LANDSCAPING			58.46	
	Roof Level	VOID		59.42		
		VOID		547.00		
				2,247.42	547.02	

DOK M

QISIEN TAL-PROPRIETÀ

Sit D:

QAWRA PROMENADE DEVELOPMENT FLOOR AREAS							
LOCATION	LEVEL	USE	NUMBER	AREAS IN m ²		AREAS ON PLANS	
				INTERNAL	EXTERNAL		
D	Car Park Level	PARKING SPACES	103	1,182.84			
		STORAGE		388.85			
		COMMON AREAS & CIRCULATION		1,134.30			
		SEAFRONT			12.78		
		VOID		7.76			
	Lido level	HOTEL POOL					558.73
		LANDSCAPING					1,421.07
		GYM			381.11		
		RESTAURANT			369.82		
		COMMON AREAS & CIRCULATION					
		VOID			19.73		
	Upper Lido Level	HOTEL -KIDS ZONE			25.93		
		VOID			2,685.07		
Street Level	GASTRO PUB			243.92			
	TERRACES				595.16		
	VOID			1,871.92			
Roof Level	ROOF DECK				323.94		
	VOID			2,387.06			
				10,643.31	2,911.69		
			TOTAL	23,669.73	7,028.34	TOTAL	
						2,711	
						6,130	

DOK N

L-UŻU KURRENTI

5. L-użu li kien qed isir mill-propjetà fid-data li saret referenza għaliha meta giet valutata l-propjetà

Hekk kif diga ntqal f sezzjoni 4.2, is-sit in disamina bhalissa huwa kostitwit minn diversi strutturi u negozji illi skon il-proposta li qed tigi vvalutata ghandhom kollha jaqghu u l-izvilupp il-gdid irid jigi zviluppat u jinbena fuq dawna s-siti u ghaldaqstant ma hemmx x'wiehed jista jikummenta fuq l-istat tal-istrutturi ezistenti.

Ghal dan il-ghan u a fini ta' din il-valutazzjoni, l-esponenti qed ikunu jaghmlu referenza ghall dawk l-użi fl-izvilupp propost u cioe skond il-pjanti mahruġa mill-Awtorita tal-Artijiet u hekk kif huwa spjegat aktar fid-dettal fit-tabelli migjuba hawn that:

Informazzjoni misluta mill-pjanti annessi bhala **Dok B sa B3**

DOK N

L-UŻU KURRENTI

Sit A:

QAWRA PROMENADE DEVELOPMENT FLOOR AREAS						
LOCATION	LEVEL	USE	NUMBER	AREAS IN m ²		
				INTERNAL	EXTERNAL	
A	Car Park Level	PARKING SPACES	78	900.21		
				424.27		
		WATERSPORTS & STORAGE				
		COMMON AREAS & CIRCULATION		968.94		
		SEA WALL DEFENCE			338.73	
			SEAFRONT VOID			95.24
			SEAFRONT VOID		17.62	
	Lido level	STORAGE			46.04	
		SECURITY OFFICE			22.74	
					290.89	
		CONFERENCE LOBBY SPA			19.36	
		COMMON AREAS & CIRCULATION POOL			246.47	617.05
			LANDSCAPING			1,387.45
		VOID		115.60		
Upper Lido Level	CONFERENCE GALLERY			61.48		
	GYM/RELAXATION			22.52		
	TERRACES RESTAURANT			223.37	296.34	
		VOID		2,141.39		
Street Level	CONFERENCE CLASS 3C RESTAURANT			4.66		
				110.89		
	BELVEDERE GARDEN				304.31	
		TERRACES			475.33	
		VOID		1,849.80		
Roof Level	SERVICE ROOFS				266.92	
	VOID			2,478.08		
				10,282.36	3,442.64	

AREAS ON PLANS	DESKRIZZIONI
	Spazju ta' Parkegg għal-vevveri li jinkludi madwar 57 parkegg
	Bini definiti bħala Water Sports Area li jaqa tliet klass 3D skond il-policies tal-Awtorità ta' l-ippjanar u li jinkludi wkoll:
	- Toilets
	- Spazju għal hazna
	- Partijiet intizi għall-uzu komuni u cioe:
	- Parti mir-rampa u drive ways
	- Tarag u lifts għan-nies
	Parti catta intenzjonata sabiex tliqa għal-elementi tal-baħar li allura tipprovidi ukoll wicc matul zminijiet fejn it-temp ikun bnazzi u tista għalhekk tintuza wkoll fis-sajf.
	Promenade matul il-kosta li tista tintuza bħala parti mill-lido ukoll
	Spazji mhux uzati f'dan il-livell
	Parti minn zona ta' hazna
	Parti mill-Ufficju tas-Sigurta
	Zoni miftuha li tinkludi:
	Parti minn Ristorant
	Parti mill-access għas sala ta' konferenzi
	Parti Minn SPA area
	- Parti mir-rampa u drive ways
	Firxa ta' pools għal-uzu relatat
	Zoni ta' spazji miftuha madwar il-pools li jinkludi terrazzini, bathing platforms u uzi kummerċjali relatati oħra
	Spazji mhux uzati f'dan il-livell
	primarjament zoni fuq mix-xatt
	Parti minn sala ta' konferenzi
	Parti mill-GYM
	Zoni ta' spazji miftuha madwar il-pools li tinkludi terrazzini
	Zona uzata bħala ristorant
	Spazji mhux uzati f'dan il-livell
	primarjament il-fuq mill-pools
	Parti minn sala ta' konferenzi
	Parti mill-GYM
	Zona Uzata bħala Belveder
	Zoni ta' spazji miftuha madwar il-ristoranti li tinkludi terrazzini
	N/A
	Zona għal-uzu tas-servizzi
2,745	

Sit B:

QAWRA PROMENADE DEVELOPMENT FLOOR AREAS						
LOCATION	LEVEL	USE	NUMBER	AREAS IN m ²		
				INTERNAL	EXTERNAL	
B	Car Park Level	COMMON AREAS & CIRCULATION		115.64		
	Lido level	STORES			55.56	
		VOID			71.44	
	Upper Lido Level	LANDSCAPING				127.00
	Street Level	VOID			127.00	
Roof Level	VOID			127.00		
				496.64	127.00	

AREAS ON PLANS	DESKRIZZIONI
	Parti minn triq għall-access
	Parti minn zona ta' hazna
	Spazji mhux uzati f'dan il-livell
	Spazju uzat bħala gnien
	N/A
	N/A
127	

DOK N

L-UŻU KURRENTI

Sit C:

QAWRA PROMENADE DEVELOPMENT FLOOR AREAS							
LOCATION	LEVEL	USE	NUMBER	AREAS IN m ²		AREAS ON PLANS	DESKRIZZJONI
				INTERNAL	EXTERNAL		
C	Car Park Level	COMMON AREAS & CIRCULATION		171.67		547	Parti mir-rampa
		SEAFRONT VOID		375.33	59.44		Promenade matul il-kosta li tista tintuza bhala parti mill-lido u koll
	Lido level	COMMON AREAS & CIRCULATION		58.25			Spazji mhux uzati f'dan il-livell
		VOID		488.75			Partijiet intizi ghall'uzu komuni u cioe parti mir-rampa
	Upper Lido level	TERRACES VOID		547.00			Spazji mhux uzati f'dan il-livell
	Street Level	COMMON AREAS & CIRCULATION			429.12		Zoni ta' spazji miftuha madwar il-pools u r-ristoranti li tinkludi terrazzin
		LANDSCAPING VOID		59.42	58.46		N/A
Roof Level	VOID		547.00		N/A		
TOTAL				2,247.42	547.02		

Sit D:

QAWRA PROMENADE DEVELOPMENT FLOOR AREAS							
LOCATION	LEVEL	USE	NUMBER	AREAS IN m ²		AREAS ON PLANS	DESKRIZZJONI
				INTERNAL	EXTERNAL		
D	Car Park Level	PARKING SPACES STORAGE	103	1,182.84		2,711	Spazju ta' Parkegg ghal vetturi li jinkludi madwar 75 parkegg
		COMMON AREAS & CIRCULATION		388.85			Parti minn zona ta' hazna
		SEAFRONT VOID		1,134.30			Partijiet intizi ghall'uzu komuni u cioe parti mill-drive ways
		VOID			12.78		Promenade matul il-kosta li tista tintuza bhala parti mill-lido u koll
	Lido level	HOTEL POOL			7.76		Spazji mhux uzati f'dan il-livell primarjament zoni l-fuq mix xatt
		LANDSCAPING					
		GYM RESTAURANT		381.11			Fixxa ta' pools ghal-uzu relatati
		COMMON AREAS & CIRCULATION		369.82			Zoni ta' spazji miftuha madwar il-pools li jinkludi terrazzin, bathing platforms u uzi kummercjali relatati oħra
		VOID		19.73			Parti minn zona intenzjonata ghall'uzu ta' GYM parti zghira minn hanut u parti zghira minn lobby tal-istess leisure centre
	Upper Lido level	HOTEL KIDS ZONE		25.93			Zona uzata bhala ristoranti
		VOID		2,685.07			Spazji mhux uzati f'dan il-livell primarjament zoni l-fuq mix xatt
	Street Level	GASTRO PUB		243.92			Parti mill-Gym area
		TERRACES			995.16		Spazji mhux uzati f'dan il-livell primarjament zoni l-fuq mill-pools
		VOID		1,871.92			Zona ta' ristoranti
Roof Level	ROOF DECK				Zoni ta' spazji miftuha madwar il-pool li tinkludi terrazzin		
	VOID		2,387.06	323.94	N/A		
TOTAL				10,643.31	2,911.69	2,711	
TOTAL				23,669.73	7,028.34	6,130	

DOK N

L-UŻU KURRENTI

Sit E:

QAWRA PROMENADE DEVELOPMENT FLOOR AREAS						
LOCATION	LEVEL	USE	NUMBER	AREAS IN m ²		
				INTERNAL	EXTERNAL	
E	Car Park Level	PARKING SPACES	75	859.95		
		STORAGE		397.32		
		COMMON AREAS & CIRCULATION		1,064.34		
		SEAFRONT				58.39
	Lido level	HOTEL		102.14		
		POOL				494.96
		LANDSCAPING COMMON AREAS & CIRCULATION				1,724.51
		VOID			58.39	
	Upper Lido Level	HOTEL			26.40	
		VOID			2,353.60	
Street Level	GASTRO PUB			20.10		
	TERRACES				416.88	
	VOID			1,943.02		
Roof Level	ROOF DECK				49.23	
	VOID			2,330.77		
				9,156.02	2,743.98	

AREAS ON PLANS

2,380.00

DESKRIZZJONI
Spazju ta' Parkegg għal-vetturi li jinkludi madwar 75 parkegg
Parti minn zona ta' hazna
Partijiet intizi għall-uzu komuni u cioè parti mid-drive ways
Promenade matul il-kosta li tista tintuza bħala parti mill-lido ukoll
Parti minn zona intenzjonata għall-uzu ta' GYM, parti zghira minn hanut u parti zghira minn lobby tal-istess leisure centre
Firxa ta' pools għal-uzu relatat
Zoni ta' spazji miftuha madwar il-pools li jinkludi terazzini, bathing platforms u uzi kummerċjali relatati ohra
Spazji mhux uzati f'dan il-livell primarjament zoni l-fuq mix-xatt
Parti mill-Gym area
Spazji mhux uzati f'dan il-livell primarjament zoni l-fuq mill-pools
Zona ta' ristoranti
Zoni ta' spazji miftuha madwar r-ristoranti li tinkludi terazzini
Spazji mhux uzati f'dan il-livell primarjament zoni l-fuq mill-pools
Zoni ta' spazji miftuha madwar il-pool li tinkludi terazzini
N/A

Sit F:

DOK N

L-UŻU KURRENTI

QAWRA PROMENADE DEVELOPMENT FLOOR AREAS					
LOCATION	LEVEL	USE	NUMBER	AREAS IN m ²	
				INTERNAL	EXTERNAL
F	Car Park Level	COMMON AREAS & CIRCULATION		140.50	
		SEAFRONT			57.91
		VOID		328.59	
	Lido level	COMMON AREAS & CIRCULATION		58.25	
		VOID		468.75	
	Upper Lido Level	ROAD FORMATION LANDSCAPING			396.48
		VOID		72.06	58.46
	Street Level	VOID		527.00	
	Roof Level	VOID		527.00	
					2,122.14

AREAS ON PLANS	DESKRIZZJONI
	Partijiet int'zi għall użu komuni u cioe parti mir-rampa
	Promenade matul il-kosta li tista tintuza bhala parti mill-lido ukoll
	Spazji mhux uzati f'dan il-livell (taht it-triq)
	Partijiet int'zi għall użu komuni u cioe parti mir-rampa
	Spazji mhux uzati f'dan il-livell (taht it-triq)
	Parti mit-triq għal użu pubbliku
	Parti mill-hdura ta' ma' genb it-triq
	Spazju mhux uzat il-fuq mix-xatt ta' that
	N/A
	N/A
527.00	

DOK O**INFORMAZZJONI DWAR DRITTJIET TA' TERZI**

6. Informazzjoni Dwar Drittijiet ta' Terzi

Huwa important hafna illi, peress li is-sit li qed jigi kkunsidrat huwa vicin hafna tal-bahar, l-informazzjoni li gejna prezentati kif semmejna aktar 'l fuq, li kinu jikkonsistu f'ristoranti, 'bars', 'Lido', 'decks', u parkegg ghal-karozzi, titihed konnotazzjoni illi ghandu jkun hemm accessi pubblici mit-triq ezistenti ghal-bahar direttament. Mill-informazzjoni li giet prezentata, mhux car jekk dawn l-accessi mhumiex jigu rrispettati mill-proposta li qed tigi prezentata mad-dokumenti.

Ghaldaqstant huwa importanti illi dawn l-accessi jridu jigu identifikati u murija kemm jista jkun cari fejn l-accessi ghal pubbliku huma garantiti.



2.7 Operazzjonijiet Paragonabbli

Dan l-inkarigu li konna mitlubin li naghtu bhala Periti fejn wiehed kellu johrog xi ezempji li huma xi ftit jew wisq simili ta' dan il-progett li qed jigi propost mit-terzi kien difficli hafna, speċjalment fejn jidhlu 'Lido's', pixxini, ristoranti, u parkegg tal-karozzi. Ghaldaqstant wiehed kellu jaghmel ricerka dettaljata fejn gew identifikati l-użi kollha msemmija fuq, pero f'siti differenti, f'lokalitajiet differenti. Dawn l-ezempji paragonabbli huma:



DOK P

OPERAZZJONIJIET PARAGUNABBLI

1. Marsaxlokk: Fully Equipped Restaurant

Sale: €4,938,271

Reference: 240351001-50450

Property Description:

A highly finished, seafront restaurant with 145 seating inside and 100 seating outside (permits after 6pm). The restaurant is recently refurbished with new installations, water/electricity/plumbing, extraction, 6x airconditioners, 6x fridges, generator 650kw, industrial fridge outside & 6x toilets. The kitchen is up to standards with 18x burners, 2x ovens, 2 fryers, 2 grills, 2x hot plate and much more. This restaurant has permits in hand to build another 2 levels. At the back one also finds 1 tumoli of land with permits in hand to build 6x garages and apartments. This location must be seen to appreciate. Excellent open sea and country views.

Source: [Restaurant - For Sale - Marsaxlokk - Malta | 240351001-50450 \(remax-malta.com\)](#),



DOK P

OPERAZZJONIJIET PARAGUNABBLI

2. Mellieha: Beach Resort

Sale: € 2,500,000

Reference: 46310

Property Description:

Fully Equipped Restaurant & Kitchen (Ground Level) Total: 573 sqm.

Capacity: Indoors – 50 seated, 80 standing.

Outdoor - 200 seated and 400 standing.

Storage Area (Level -1) Total: 200 sqm (Used for water sports equipment, lido facilities and diving centre.)

Living Quarters & Roof (Level 1) Open plan, dining and living, main bedroom with ensuite, spare bedroom, office and main bathroom, 2 large terraces outdoors.

Private beach with concession situated adjacent to the restaurant area, total: 900 sqm.

Sandy Beach Concession area of 1103sqm.

Maximum capacity: 500 loungers (Lido Area)

Agricultural Land situated at the back of the building including a large reservoir of water.

Lease for 30 years.

Bathrooms: 8

Bedrooms: 2

Kitchens: 1

Area: 573 sqm

Source: [Beach Resort in Mellieha for sale - Office in Malta - Commercial Properties Rent & Sale.](#)



DOK P**OPERAZZJONIJIET PARAGUNABBLI**

3. Marsaxlokk – Seafront Hotel Lido and Marina

Sale: €7,500, 000

4,000 sqm

Price/ sqm: € 1,875

Property Description:

120 room hotel. Each room would measure about 30sqm each;

> Approximately 4,000sqm footprint;

> Restaurant;

> Swimming pool;

> Underground parking;

> Natural reserve administered by the hotel. Ideal for clients who like bird watching etc.

> New lido administered by the hotel & open to the public too;

> Gated access in front of the hotel. Therefore access to the public property in front of the hotel will be controlled.

The potential revenue is large. One would enjoy 43,800 bed nights. At a mere €100/night, the annual turnover is €4.38m.

The revenue from the restaurant, bar, lido (possibly with water sports) will all generate ancillary spend.

Government funds in order of 6 million euro in place to embellish the surrounding areas.

Freehold.

[Hotel for sale, 4000sqm, 7,500,000€ - Marsaxlokk | Indomio.com.mt](https://www.indomio.com.mt/property-for-sale/4000sqm-7500000-euro-marsaxlokk)

DOK P

OPERAZZJONIJIET PARAGUNABBLI

4. Qawra Seafront: Restaurant

Sale: € 725, 000

Property Details:

Features : Sea View
 Front Terrace
 Furniture Included
 Kitchen
 Air Conditioning

Description :

A unique opportunity to lease a restaurant in the best area of Qawra. Equipped with brand new equipment, including kitchen, this seafront restaurant boasts unrivalled views and dining atmosphere, thanks to being literally at the edge of the sea!

4 rooms, 3 Bathrooms

Indoor covers: 48

Outdoor covers: 48

Complimenting this restaurant is a sunbathing area, private beach and deckchair rental. The property is also in the late stages of obtaining a pool permit.

Source: <https://www.zanzihomes.com/property-detail/8354/restaurants-take-aways-in-qawra-ref-8553>



DOK P

OPERAZZJONIJIET PARAGUNABBLI

5. St. Julian's Seafront: Unique Commercial Premises

Sale: € 6,360,000

Reference: 54470

Property Details:

Distinctive commercial premises for sale, situated right on the St. Julians seafront.

Dual entrances:

One entrance from the seafront side and with a large frontage giving a feeling of opulence, and the other entrance is off the back road.

A total area of 660sqm (80 sqm externally) on 3 floors:

Ground Floor – 250 sqm

1st Floor – 250 sqm

2nd Floor – 80 sqm

2nd Floor Terrace – 80 sqm

Currently unfurnished.

Given the incredible location of the premises, it has potential for a multitude of purposes:

Restaurant;

Coffee Shop;

Offices;

Retail Shop;

The list goes on.

Incredible rental investment opportunity.

Source: [Unique commercial premises for sale in St Julians on the seafront | Simon Mamo Real Estate in Malta, Gozo.](#)

DOK P

OPERAZZJONIJIET PARAGUNABBLI

6. Bugibba: Restaurant/ Take-Aways

Sale: € 700,000

Reference: 19424

Property Details:

An incredible opportunity to acquire a very established restaurant on the thriving seafront promenade of Bugibba. The property's layout is spread over three floors, ground-level entrance into the restaurant, extra seating at first floor level and the kitchen is situated at basement level which is further complemented by two large store-rooms. This immaculately finished restaurant is ready for operation.

Features:

- Sea Views
- Furniture included
- Airconditioning
- Front Terrace
- Kitchen

Source: [Restaurants / Take-Aways in Bugibba - REF 19424 \(zanzihomes.com\)](#)



DOK Q**PLANNING SITE HISTORY****8.1 Planning Site History**

It-Tabella migjuba hawn taht tigbor l-aktar applikazzjonijiet ricenti li jinvolve s-siti in kwistjoni, li izda l-ebda waħda minn dawn l-applikazzjonijiet ma' tirrizulta f'permess li jkopri l-izvilupp li qed jigi vvalutat u għaldaqstant għal fini ta' din il-valutazzjoni l-esponenti qegħdin jipprocedu skond l-inkarigu mahrug lilhom u li allura jinkludi dak l-izvilupp skond il-pjanti u -dokumenti li rcewew mill-Awtorita ta' l-Artijiet daqs li kieku huwa approvat.

Case Status	This screening request has been withdrawn.	This application has been approved by Planning Board / Commission.	This application has been approved by Planning Board / Commission.	This application has been approved by Planning Board / Commission.
Application Details				
Case Number:	PA/02279/16	PA/00356/16	PA/03781/14	PA/00354/11
Location of development:	Seashells Resort, Qawra Coast Road, Qawra, San Pawl il-Bahar, Malta	Luzzu Lido, Triq Il-Qawra, San Pawl il-Bahar, Malta	Fuego, Triq Il-Qawra, San Pawl il-Bahar, Malta	Malibu Sunny Coast Resort, Ix-Xtajta tal-Qawra, Qawra, San Pawl il-Bahar, Malta
Description of works:	To sanction as existing lido, 2 restaurants, 2 bars, spa, dive centre and lotto office.	Demolition of existing structure, alterations to pool, internal alterations, extension and change of use from approved gymnasium (currently vacant) and games room to ancillary private rooms for existing restaurant	To sanction the subdivision of 1 Class 4D outlet, approved in PA 815/13, into 2 Class 4D outlets and internal alterations.	To sanction alterations to existing restaurant consisting of demolition/constructi on of internal walls, new openings on facade and re-location of ATM machine.
Applicant:	Angelo Xuereb	Mr. Angelo Xuereb	Mr Angelo Xuereb	Mr Angelo Xuereb
Architect:	Perit Vittorio Bonavia	Perit Robert Grech	Perit Vittorio Bonavia	Perit Vittorio Bonavia
Reception date:	19-Aug-13	15-Oct-15	22-Sep-14	28-Feb-11

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14/02/2024

DOK Q	PLANNING SITE HISTORY		
	<p>basement level; ancillary functions to the hotels at lido level which include indoor and outdoor pools and pool deck (Class 3C), food and beverage outlets (Class 4D), a conference centre (Class 3C), a spa and leisure centre (Class 3C) and related ancillary back of house facilities (Class 3B and 3C); and pedestrianized, accessible urban spaces in the form of piazzas, gardens and walkways integrated with a conference centre (Class 3C), commercial outlets (Class 4B and 4C), and food and beverage outlets (Class 4D) at street level.</p>	<p>redeveloped site includes: an underground delivery area and a parking facility (Class 3B and 3C) at basement level; ancillary functions to the hotels at lido level which include an outdoor pool and pool deck (Class 3C), food and beverage outlets (Class 4D), and related ancillary back of house facilities (Class 3B and 3C); and pedestrianized, accessible urban spaces in the form of gardens and walkways integrated with a conference area and ancillary activities to hotels, commercial outlets (4C), and food and beverage outlets (Class 4D) at street level.</p>	<p>facility (Class 3B and 3C) at basement level; ancillary functions to the hotels at lido level which include an indoor and outdoor pool and pool deck (Class 3C), and related ancillary back of house facilities (Class 3B and 3C); and pedestrianized, accessible urban spaces in the form of gardens and walkways and commercial outlets (Class 4B and 4C), at street level.</p>
Applicant:	AX Hotels Operations plc. Attn: Ms Denise Micallef Xuereb	AX Hotels Operations plc Attn: Denise Micallef Xuereb	Ms Denise Micallef Xuereb o.b.o Suncrest Hotels Plc.
Architect:	Peter Brincat	Peter Brincat	Peter Brincat
Reception date:	23- June-21	29- July -22.	16 – Dec-22

DOK R

PLANNING POLICIES

8.2 Planning Policies

Skond il-ligijiet tal-PA dawn is-siti jiformaw parti mill- Pjan Lokali ghall-Majjistral ta' Malta.

Skond l-istess dokumentazzjoni il-policies segwenti huma daww l-aktar relatati ma' dawn is-siti:

Dok F Map 23 – Coastal Zone Strategy:

Is-siti jinstabu f'zona immarkata bhala 'Predominantly Urban coast'

Dok F1 Map 42 - Qawra Heights

Is-siti jinstabu f'zona li huma riferuti bhala:

- **Dok F3 - NWLP - Section2 Policy NWSP 4 Foreshore Commercial**
- **Dok F4 - NWLP - Section1 Policy NWTO 5 Tourism Zones**
- **Dok F5 - NWLP - Section1 Policy NWUS 6 Urban Open Space**

Dok F2 Map 40 - Qawra Policy

Is-siti jinstabu f'zona li ma hijiex immarkata b'xi gholi ta' bini specifiku permess u ghaldaqstant wiehed ikollu jirreferi ghal-policies ohrajn ta' l-istess document.

Dok F3 - NWLP - Section2 Policy NWSP 4 Foreshore Commercial

Il-parti maggura tas-sit tinsab f'zona li hija nkluza that policy NWSP 4 li fost ohrajn tistipula li:

"The area indicated on Map 40 is designated as the foreshore within the Tourism Zone and the land-uses identified by Policy NWTO 5 (2), (3) and (4) only can be located within the area provided:

- they are located within buildings/structures which are covered by development permission;*
- they will involve only very minor extensions and consolidation of existing buildings/structures covered by development permission;*
- the finished level of any new minor structure serving as an extension to an existing structure covered by development permission, will not exceed the height of any existing legal structure within the site, and is not to increase the solid structures on street frontage to ensure that views onto the bay across the site are not obstructed;*
- public access to the foreshore is not compromised;*
- MEPA will seek planning gain from any development on this stretch of foreshore it is minded to approve, particularly securing public access to the foreshore."*

Kif ukoll:

"In the case where an existing structure on these stretches of foreshore is not covered by development permission, there will be a presumption against any further development permissions."

DOK R

PLANNING POLICIES

Dok F4 - NWLP - Section1 Policy NWTO 5 Tourism Zones

Parti zgħira mis-sit tinsab f'zona li hija nkluzja ta' policy NWTO 5 li fost ohrajn tistipula li:

"The Local Plan designates Tourism Zones (TZs) within the following urban settlements delineated by the development boundary:

Bugibba, Qawra.

The boundaries of each Tourism Zone are indicated on the appropriate Area Policy Maps.

The acceptable land-uses (new uses, extensions to existing uses, and change of uses) within all frontages located within the TZs are:

- 1. Tourism accommodation facilities (excluding Class 3 (Use Classes Order 1994, as amended) uses);*
- 2. Visitor attractions, including Class 9 (Use Classes Order, 1994 (as amended)) Leisure and Assembly, provided they enhance the tourist product through their uniqueness and innovation;*
- 3. Class 6 (Use Classes Order 1994, as amended) restaurants;*
- 4. Class 6 (Use Classes Order 1994, as amended) bars provided they are part of a mixed-use scheme;*
- 5. Class 4 (Use Classes Order 1994, as amended) retail outlets and Class 5 (Use Classes Order 1994, as amended) offices provided they are ancillary to visitor attractions or tourism accommodation developments;*
- 6. Class 1 (Use Classes Order 1994, as amended) residential uses will be considered provided that when located on vacant sites or as redevelopment of existing buildings, they are part of a scheme which includes a mix of the uses (1) to (5) above and they are not located at ground floor.*

Development proposals within the TZs must make a positive contribution towards the upgrading of the tourism product through innovative approaches to urban design – site layouts, the mix of uses, landscaping, building heights and mass, design of facades – and must ensure that all the necessary infrastructure is available to accommodate the needs of the development. (Reference should be made to Policy NWUS 5 for interpretation of building heights in the TZs). Proposals should also safeguard the amenity of existing, adjoining uses, especially residential blocks, and MEPA will apply the necessary mitigation measures it deems reasonable to prevent any significant adverse impacts.

MEPA will ensure that proposals will not prejudice the tourism objectives of the MTA and will seek its views on any proposal within the TZs, which it deems can have a significant effect on the tourism product in these zones.

MEPA will support schemes from public/private agencies, which seek to enhance the external environment and the public realm. It will also seek planning gain from major developments to assist in the implementation of this objective and will seek to participate in initiatives for the proper, comprehensive management of the entire TZs.

MEPA will also favourably consider the location of childcare centres, to support the function of the TZs as an employment node, provided they comply with the Kindergartens/Day Nurseries Policy."

DOK R

PLANNING POLICIES

Dok F5 - NWLP - Section1 Policy NWUS 6 Urban Open Space

Parti zghira ohra mis-sit tinsab f'zona li hija nkluzata taq policy NWUS 6 li fost ohrajn tistipula li:

"The sites allocated as urban open space are indicated on the relevant Area Policy Maps. Priority is given to landscaping schemes and where appropriate provision of play areas and equipment. Only development proposals, which enhance the amenity value or the potential of the sites for the use by the general public for passive recreation and are compatible with the character and environmental value of the sites and surrounding areas, will be accepted. Commercial uses on these sites are to be restricted to the bare minimum and, where appropriate, shall be limited to small kiosks, in line with the kiosks policy guidance of 1994, or other similar structures to serve the users of the open space only.

Excavations of the sites allocated for urban open space for the construction of basements will not be accepted, except where allowed by a site-specific policy in the Local Plan, unless it is demonstrated to the satisfaction of MEPA that these works and the use of the space created below ground will not adversely affect the use of the site for recreation by the general public or prejudice the implementation of an attractive, landscaped open space.

MEPA will seek the addition of areas of public open space in urban areas through the development process in those settlements where an acute deficiency was found to occur."

Dawna l-policies jindikaw li din iz-zona hija allurra kkaratterizzata u intenzjonata ghal uzi simili ghal daww proposti fil-parametri stipulati fl-istess pjan lokali.



DOK S

METODU TAL-VALUTAZZJONI U L-VALUR STMAT

9. Metodu tal-valutazzjoni u l-valur stmat

PREJAMBLU

Gejna inkarigati biex inhejju stima peritali a tenur ta' l-Artikolu 79 (1) tal-Kap 573 tal-Ligijiet ta' Malta u dan kwantu l-porzjoni ta' art fil-Qawra – Triq il-Qawra, San Pawl il-Bahar, Malta, kif murija fil-pjanta annessa li ggib ir-riferenza **Dok A u B**.

L-istima tal-proprjeta' giet meqjusa u mwettqa skond il-kodiċi tal-prattika mahrug mill-Kamra tal-Periti fid-dokument intitolat *Valuation Standards for Accredited Valuers* ippublikat fl-2012 u d-dokument intitolat Consolidated Document on Property Valuation ippublikat fl-2017 mill-Awtorita' ta' l-Artijiet. Illi wara li l-esponenti zammew access fuq is-sit sovra indikat fil-8 ta' Gunju 2023, huma qed jissottomettu ir-rapport taghhom bid-data tal-valutazzjoni tas-17 ta' Lulju 2023.

METODOLOGIJA TAL-VALUTAZZJONI

L-esponenti addottaw l-operazzjonijiet paragonabbli kif ukoll il-metodu tal-investment sabiex waslu ghal valur liberu u frank tas-sit u cioe il-valur kapitali.

Ahna gejna mitluba nhejju I-Valur Liberu u Frank u ċ-Ċens Annwu Relattiv tas-siti surriferiti hekk kif murija fuq il-pjanti annessi. Dan a bazi tal-hsieb li dawn is-siti jinghataw b'koncessjoni emfitewtika ta' 65 sena. Iċ-Ċens Annwu għandu jkun rivedibbli kull 10 snin skont l-indiċi tal-proprjeta' ippublikat mill-Uffiċċju Nazzjonali tal-Istatistika jew bl-10% skont liema rata hija l-ogħla.

Parkegg

Fir-rigward tal-parkegg l-esponenti ghamlu l-kalkoli taghhom u waslu ghal figura ta' Ewro 36,792 kull parkegg. Il-parkegg fil-Qawra huwa diffiċli u jidher li fuq is-suq joqrob lejn il-Ewro 37,000 ghal-kull karozza. Ghal dan il-ghan din il-figura giet addottata.

DOK S

METODU TAL-VALUTAZZJONI U L-VALUR STMAT

Water Sports Facility

Fil-kaz ta' dan l-uzu, l-esponenti addottaw rata ta' Ewro85 kull metru kwadru bhala rata ta'kirja li meta jigi kkapitalizzat bis-6% u aggstat bi 5% ghal manutenzjuni u 9% ghal spejjex ta' bejgh irrizulta fir rata uzata ta' Ewro 1234.71 kull metru kwadru bhala rata fuq is-suq.

Il-Komun u spazi ta circolazzjoni fil-garaxx

Dawn ma inatawx valur tas-suq ghax huma meqjusa nkluzi fir-rata tal-parkegg.

Hazna U ufficju tas-Sigurta

Fil-kaz ta' dan l-uzu, l-esponenti addottaw rata ta' Ewro57.5 kull metru kwadru bhala rata ta'kirja li meta jigi kkapitalizzat bis-6% u aggstat bi 5% ghal manutenzjuni u 9% ghal spejjex ta' bejgh irrizulta fir rata uzata ta Ewro 835.24 kull metru kwadru bhala rata fuq is-suq.

Spazju relatat mal-Konferenzi

Fil-kaz ta' dan l-uzu, l-esponenti addottaw rata ta' Ewro85 kull metru kwadru bhala rata ta'kirja li meta jigi kkapitalizzat bis-6% u aggstat bi 5% ghal manutenzjuni u 9% ghal spejjex ta' bejgh irrizulta fir rata uzata ta' Ewro 1234.71 kull metru kwadru bhala rata fuq is-suq.

Zona tal-Pool u tal-madwar

Fil-kaz ta' dan l-uzu, l-esponenti addottaw rata ta' Ewro57.5 kull metru kwadru bhala rata ta'kirja li meta jigi kkapitalizzat bis-6% u aggstat bi 5% ghal manutenzjuni u 9% ghal spejjex ta' bejgh irrizulta fir rata uzata ta Ewro 835.24 kull metru kwadru bhala rata fuq is-suq.

Dan ghaliex ukoll li l-okkupanza ta' tali uzi hija llimitata ghall mhux aktar minn 7 xhur fis-sena.

Ristorant u Terazzini Relatati

Fil-kaz ta' dan l-uzu, l-esponenti addottaw rata ta' Ewro300 kull metru kwadru bhala rata ta'kirja li meta jigi kkapitalizzat bis-6% u aggstat bi 5% ghal manutenzjuni u 9% ghal spejjex ta' bejgh irrizulta fir rata uzata ta Ewro 4357.80 kull metru kwadru bhala rata fuq is-suq. Dan ghaliex il-lokazzjoni ta' dawn ir-ristoranti tinsab faccata tal-bahar b'veduti miftuha. It-terazzini u l-belvedere relatati izda gew kkapitalizzati b'nofs il-qies taghhom sabiex jikkumpensa ghal xi telf f'forma ta' landscaping kif ukoll li l-okkupanza ta' tali uzi hija llimitata ghall mhux aktar minn 9 xhur fis-sena. Dawn ir-rati huma pjuttost komparabbli ma' rati ohra li sibna minn ricerka fuq is-suq (**Dok P7**) wara li ghamilna aggstamenti necesserji sabiex jirreflettu ghall-lokazzjoni taghna u wara li kkunsidrajna ukoll li fil-perjodu mill-2021 l'hawn zdienu wkoll spejjez relatati ma' dan it-tip ta' operat u ghaldaqstant zammejna l-istess rata li kienet moghtija fir-rapport precedenti.

Il-zoni ghas servizzi

Dawn ma inatawx valur tas-suq ghax huma meqjusa bhala necessita u bla valur kummercjali.

DOK S

METODU TAL-VALUTAZZJONI U L-VALUR STMAT

Iz-Zona mal-bahar

Fil-kaz ta' dan l-użu, l-esponenti addottaw rata ta' Ewro 57.5 kull metru kwadru bhala rata ta' kirja li meta jigi kkapitalizzat bis-6% u agġustat bi 5% għal manutenzjoni u 9% għal spejjeż ta' bejgħ irrizulta fir rata uzata ta' Ewro 835.24 kull metru kwadru bhala rata fuq is-suq.

Dan għaliex ukoll li l-okkupanza ta' tali użi ta' umbrelel u 'sunbeds' hija llimitata għall mhux aktar minn 7 xhur fis-sena.

Il-zona għat Trierq Pubblika

Dawn ma inatawx valur tas-suq għax huma meqjusa bhala necessita u bla valur kummercjali anzi spiza sabiex jinbndnew.

L-esponenti mbagħad użaw il-metodu residwu sabiex jivverifikaw il-valur ta' l-art liberu u franka mingħajr restrizzjonijiet. Ikkunsidraw li l-parti fabbrikabbli tas-sit in disamina jista' jigi żviluppat sabiex jakkomoda l-użi elenkati hawn fuq u ddettaljati **f'sezzjoni 4.3 u 5.0** u dan skond ma jippermetti l-Pjan Lokali u skond il policies, liġijiet u regolamenti rilevanti dejjem sogġetti għal-permess tal-PA;

L-esponenti kkalkulaw li l-valur fis-suq tal-bini fi stat komplut hu ta' madwar **€20.15 Miljun**;

L-esponenti għamlu wkoll stima tal-ispejjeż tal-kostruzzjoni, li ġew stamati li huma ta' madwar **€11.73 Miljun** u li dawn jinkludu għat-twaqqieġh tal-istrutturi eżistenti, l iskavar, il-pedamenti, kostruzzjoni, servizzi, finituri, ħlasijiet dovuti lill-Awtorita' ta' l-Ippjanar, spejjeż professjonali, VAT, interessi, spejjeż ta' l-aġent u profitti;

Dan iħalli valur residwu ta' l-art ta' madwar **€3.54 Miljun**, li meta jigi agġustat fuq tul ta' tlett snin minħabba l-valur tal-munita u ż-żmien li hu kkalkulat li jitlesta l-iżvilupp deskritt iħalli valur residwu tas-sit, ta' madwar **€3.017 Miljun**, u cioe' ta' valur ta' madwar **€492** kull metru kwadru. Dan il-perjodu ta' tlett snin gie kkunsidrat minħabba l-lokazzjoni tas-sit li jinkludi zoni turistici bi żvilupp ristrett fil-perjodu tas-sajf kif ukoll zoni vicin il-kosta li huma sensitivi ferm anke fost oħrajn għal elementi tal-bahar u l-maltemp. Tali valutazzjoni a bazi tal-metodu residwu wiehed jiehu konsiderazzjoni tal-fatt li wiehed jiehu ammont ta' zmien anke sabiex wiehed jista jbiegħ jew jikri tali żvilupp.

A bazi ta' dawn il-kalkoli, l-esponenti qablu li l-valur tas-sit in disamina illum, hu ta' **€3.017 Miljun** (Tlett Miljuni punt zero wiehed sebgha Ewro).

Wiehed tajjeb li jinnota li avolja mill- inkarigu tal-2021 l-area superficjali tas-sit zdieget b'inqas minn 5%, il-konfigurazzjoni tas-sit inbidlet b'tali mod li issa gew inkluzi aktar zoni kummercjali li jinkludu partikolarment ristoranti u spazji relatati magħhhom.

DOK S**METODU TAL-VALUTAZZJONI U L-VALUR STMAT****PROPOSTA TA' ĊENS ANNWU APPLIKABBLI GHALL-VALUR TAL-ART ta' hawn fuq.**

Qed ikun propost li din il-proprjeta` tkun offruta permezz ta' ċens temporanju ta' ħamsa u sittin sena (65) rivedibbli kull għaxar (10) snin skont l-Indiċi tal-Proprijeta` ippublikat mil-Uffiċċju Nazzjonali tal-Istatistika jew bl-10% skont liema rata hija l-ogħla, għal skopijiet kummerċjali. F' dan il-kaz il-komputazzjoni taċ-ċens ittiedet bl-10%.

Il-Valur liberu u frank fis-suq tal-proprjeta` fl-istat preżenti tagħha u għall-uzu propost huwa ta' **€3,016,750.00**. Ir-rata ta' kapitalizzazzjoni li għanda tintuza hija ta' **5.0%** għal ċnus b'zidied kull għaxar snin bil 10% tul dan il-perjodu. Din hija marbuta mar-rata minghajr riskju preżenti tul firxa twila taz-zmien, li bhalissa qeghda ta' **2.75%**.

Iż-żidiet tal-inflazzjoni fuq medda ta' għaxar snin hu maħsub li ser jaqzbu l-10%. Biex tasal għal ċens annwu ta' ħamsa u sittin sena (65) dwar proprjeta` li għandha valur ta' **€3,016,750.00** dan għandu jkun kapitalizzat bir-rata ta' 5.0% imnaqqs b' 10%/10snin:

$$(1-0\%) \times 1.09 \times \mathbf{€3,016,750.00} \times (5.0\% - 10\%/10)/0.95 = \mathbf{€138,452.95 \text{ fis-sena.}}$$

L-ispejjeż u l-immanigjar tal-fond jammontaw għal 5% taċ-ċens filwaqt li l-prezz qed ikun miżjud b'9% mħabba spejjeż notarili/peritali u taxxi relatati mat-trasferiment tal-proprjeta` barra l-UCA.

KONKLUŻJONIJIET U RAKKOMANDAZZJONIJIET

Il-figuri migjuba hawn taht jindikaw dak spjegat hawn fuq hekk kif inkluz f' dok **Dok S1 sa S4 (annessi):**

	Valur tas-Suq	Valur ta Kostruzzjoni	Valur tal-Izvilupp Totali	Valur tal-Art	Cens
Zona A, B, C	9,615,929.16 €	6,335,798.37 €	8,703,612.40 €	777,250.00 €	35,671.68 €
Zona D	10,532,598.86 €	5,394,350.78 €	7,902,885.84 €	2,239,500.00 €	102,781.26 €
TOTAL	20,148,528.02 €	11,730,149.15 €	16,606,498.24 €	3,016,750.00 €	138,452.95 €

Nota: Dettalji mhemuza fit-tabelli annessi ma Dok S 9. Metodu tal-valutazzjoni u l-valur stmat

Meta wiehed jiehu l-valur tas-suq tal-izvilupp lest u fl-intier tieghu (€20.15 mil), u jiddividi bl-arja superficjali totali taz-zoni kollha utilizzabli (10,493 m.k.) tirrizulta rata ta' madwar €1920/m.k. li ukoll inhossuli huwa ragonevoli anke meta tikkumpara ma' ricerka li rnexxilna nsibu fuq is-suq għaliex l-porzjonijiet tal-art inkluzi f'dan l-inkarigu inkorporaw aktar zoni kummerċjali minn dak li kien hemm qabel.

**TABLE 1: RESIDUAL METHOD TO OBTAIN FULL INVESTMENT POTENTIAL VALUE
QAWRA PROMENADE DEVELOPMENT**

				SIT A	DOK S1
TABLE 1: MARKET VALUE OF COMPLETED UNITS	Unit	Qty	Rate €	Estimated value in €	
1 parking spaces	No	78	37,000.00	2,891,288	
2 water sports facility	sq.m	424.27	1,234.71	523,845	
3 common areas & circulation	sq.m	1215.41		-	
4 storage	sq.m	46.04	835.24	38,453	
5 Security office	sq.m	22.74	835.24	18,991	
6 conference facilities	sq.m	356.94	1,234.71	440,718	
7 pool & Decking	sq.m	2004.50	835.24	1,674,250	
8 Restaurant	sq.m	334.26	4,357.80	1,456,633	
9 Street level terraces and belvedere (50% area)	sq.m	537.99	4,357.80	2,344,447	
10 Services area	sq.m	266.92		-	
11 Seafront	sq.m	95.24	835.24	79,546	
12 Gym / SPA	sq.m	41.88	1,234.71	51,711	
13 Seawall Defence	sq.m	338.73		-	
					9,519,881.70

Development Costs	Unit	Qty	Rate €	€	€
1 Demolition of existing	cu m	4,392.00	25.00	109,800.00	
2 Rock excavation	cu m	9,607.50	40.00	384,300.00	
3 Construction of Sea wall defence	sq m	338.73	880.00	298,083.98	
4 Shell construction + finishes lower end area	sq m	2,608.66	410.00	1,069,551.30	
5 Shell construction of upper floor area +terraces	sq m	1,118.91	290.00	324,485.10	
6 Finish/Furnish to upper floor area +terraces	sq m	1,118.91	820.00	917,509.60	
7 Pools	sq m	617.05	290.00	178,945.17	
8 Hard landscaping	sq m	1,387.45	350.00	485,607.43	
9 Soft landscaping	sq m	304.31	290.00	88,249.96	
10 Roof areas	sq m	266.92	80.00	21,353.95	
				3,877,886.49	
11 Professional fees @ 10%				387,788.65	
				4,265,675.14	
12 VAT @ 18%				767,821.53	
13 MEPA Levy	sqm	2,890.00	10.00	43,322	
				5,076,818.67	
14 Contingency Sum			10%	507,681.87	
				5,584,500.54	
15 Interest costs @5.5% for Dev Costs for ½ the dev period taken at 2 years 0 months				307,147.53	
16 Estate Agent fees taken @ 3¼% of Market Value				333,195.86	
17 Developers' profit taken at 17.5% of Market value				1,665,979.30	
TOTAL DEVELOPMENT COSTS					7,890,823.22
18 Residual value for land value considered in 3 yrs time					1,629,058.48
19 Vacant Land Value today considering PV of the 3yrs selling period @ 5.5%					1,387,328.46

TOTAL LAND VALUE

1,387,500.00

TABLE 1: RESIDUAL METHOD TO OBTAIN FULL INVESTMENT POTENTIAL VALUE QAWRA PROMENADE DEVELOPMENT					
				SIT B	DOK S2
TABLE 1: MARKET VALUE OF COMPLETED UNITS	Unit	Qty	Rate €	Estimated value in €	
1 Distribution	sq.m	0.00	835.24	-	
2 common areas and circulation	sq.m	115.64		-	
3 Stores	sq.m	55.56	835.24	46,404	
4 Landscaping	sq.m	127.00		-	
					46,403.60

Development Costs	Unit	Qty	Rate €	€	€
1 Demolition of existing	cu m	203.20	25.00	5,080.00	
2 Rock excavation	cu m	444.50	40.00	17,780.00	
3 Construction of Sea wall defence	sq m	-	880.00	-	
4 Shell construction + finishes lower end area	sq m	171.20	410.00	70,191.30	
5 Shell construction of upper floor area +terraces	sq m	-	290.00	-	
6 Finish/Furnish to upper floor area +terraces	sq m	-	820.00	-	
7 Pools	sq m	-	290.00	-	
8 Hard landscaping	sq m	127.00	350.00	44,450.00	
9 Soft landscaping	sq m	-	290.00	-	
10 Roof areas	sq m	-	80.00	-	
				137,501.30	
11 Professional fees @ 10%				13,750.13	
				151,251.43	
12 VAT @ 18%				27,225.26	
13 MEPA Levy	sqm	171.20	10.00	16,134	
				194,610.67	
14 Contingency Sum			10%	19,461.07	
				214,071.74	
15 Interest costs @5.5% for Dev Costs for ½ the dev period taken at 2 years 0 months				11,773.95	
16 Estate Agent fees taken @ 3¼% of Market Value				1,624.13	
17 Developers' profit taken at 17.5% of Market value				8,120.63	
TOTAL DEVELOPMENT COSTS					235,590.44
18 Residual value for land value considered in 3 yrs time					- 189,186.84
19 Vacant Land Value today considering PV of the 3yrs selling period @ 5.5%					- 161,114.10

TOTAL LAND VALUE

(161,000.00)

TABLE 1: RESIDUAL METHOD TO OBTAIN FULL INVESTMENT POTENTIAL VALUE QAWRA PROMENADE DEVELOPMENT				SIT C	DOK S3
TABLE 1: MARKET VALUE OF COMPLETED UNITS	Unit	Qty	Rate €	Estimated value in €	
1 common areas & circulation	sq.m	659.04	-	-	-
2 Terraces (50%)	sq.m	0.00	4,357.80	-	-
3 Landscaping	sq.m	58.46	-	-	-
4 Seafront	sq.m	59.44	835.24	49,644	-
5				-	-
				49,643.85	

Development Costs	Unit	Qty	Rate €	€	€
1 Demolition of existing	cu m	875.20	25.00	21,880.00	
2 Rock excavation	cu m	1,914.50	40.00	76,580.00	
3 Construction of Sea wall defence	sq m	-	880.00	-	
4 Shell construction + finishes lower end area	sq m	229.92	410.00	94,266.42	
5 Shell construction of upper floor area +terraces	sq m	-	290.00	-	
6 Finish/Furnish to upper floor area +terraces	sq m	-	820.00	-	
7 Pools	sq m	-	290.00	-	
8 Hard landscaping	sq m	487.58	350.00	170,652.76	
9 Soft landscaping	sq m	-	290.00	-	
10 Roof areas	sq m	-	80.00	-	
				363,379.18	
11 Professional fees @ 10%				36,337.92	
				399,717.09	
12 VAT @ 18%				71,949.08	
13 MEPA Levy	sqm	229.92	10.00	16,721	
				488,387.35	
14 Contingency Sum				48,838.74	
				537,226.09	
15 Interest costs @5.5% for Dev Costs for ½ the dev period taken at 2 years 0 months				29,547.43	
16 Estate Agent fees taken @ 3¼% of Market Value				1,737.53	
17 Developers' profit taken at 17.5% of Market value				8,687.67	
TOTAL DEVELOPMENT COSTS					577,198.73
18 Residual value for land value considered in 3 yrs time				-	527,554.88
19 Vacant Land Value today considering PV of the 3yrs selling period @ 5.5%				-	449,272.94

TOTAL LAND VALUE

(449,250.00)

**TABLE 1: RESIDUAL METHOD TO OBTAIN FULL INVESTMENT POTENTIAL VALUE
QAWRA PROMENADE DEVELOPMENT**

				SIT D	DOK S4		
TABLE 1: MARKET VALUE OF COMPLETED UNITS				Unit	Qty	Rate €	Estimated value in €
1	Parking spaces	No	102.68	37,000.00	3,799,052		
2	common areas & circulation	sq.m	1134.30		-		
3	storage	sq.m	388.85	835.24	324,783		
4	Seafront	sq.m	12.78	835.24	10,671		
5	Kids Zone + Gym	sq.m	407.04	1,234.71	502,571		
6	Gastro pub (incl 50% external area)	sq.m	911.32	4,357.80	3,971,328		
7	Pool & Decking	sq.m	1979.80	835.24	1,653,621		
8	Pool Roof deck	sq.m	323.94	835.24	270,572		
						10,532,598.86	

Development Costs		Unit	Qty	Rate €	€	€
1	Demolition of existing	cu m	4,337.60	25.00	108,440.00	
2	Rock excavation	cu m	9,488.50	40.00	379,540.00	
3	Construction of Sea wall defence	sq m	-	880.00	-	
4	Shell construction + finishes lower end area	sq m	2,705.99	410.00	1,109,454.10	
5	Shell construction of upper floor area +terraces	sq m	1,318.35	290.00	382,321.92	
6	Finish/Furnish to upper floor area +terraces	sq m	1,318.35	820.00	1,081,048.19	
7	Pools	sq m	558.73	290.00	162,032.14	
8	Hard landscaping	sq m	1,421.07	350.00	497,375.66	
9	Soft landscaping	sq m	-	290.00	-	
10	Roof areas	sq m	323.94	80.00	25,915.43	
					3,746,127.43	
11	Professional fees @ 10%				374,612.74	
					4,120,740.17	
12	VAT @ 18%				741,733.23	
13	MEPA Levy	sqm	2,705.99	10.00	41,482	
					4,903,955.26	
14	Contingency Sum				490,395.53	
					5,394,350.78	
15	Interest costs @5.5% for Dev Costs for ½ the dev period taken at 2 years 0 months				296,689.29	
16	Estate Agent fees taken @ 3½% of Market Value				368,640.96	
17	Developers' profit taken at 17.5% of Market value				1,843,204.80	
TOTAL DEVELOPMENT COSTS						7,902,885.84
18	Residual value for land value considered in 3 yrs time					2,629,713.03
19	Vacant Land Value today considering PV of the 3yrs selling period @ 5.5%					2,239,499.55

TOTAL LAND VALUE

2,239,500.00