

000710

25 Joston M.C.P

At. n. 99

Today the Twenty second  
(22) day of February we  
found our husband and  
unity-men (1999).

Sale  
Enrolled on the  
Twenty fourth  
March 1999.

Before me Notary Doctor Pierre Fal-  
zon, there personally came and ap-  
peared:

Vol. 3536/99

Of the one part:

Saviour Ellul, Company Director, a  
son of late Carmelo and of Maria nee  
Galea, born in Mgabba and residing at  
Luqa, holder of identity card number  
524860 (M).

Hypotec

who is appearing hereon, for and on  
behalf of the limited liability  
company **M.C.P. COMPANY LIMITED**, as  
duly authorised in virtue of the  
Board resolution of said company  
being hereto annexed marked document  
letter "A".

Correction of  
enrolment  
enrolled on the  
Twenty First  
October 1999.

hereinafter referred to as "the  
vendors nomine".

Ins No 14453/99

Of the other part:

Mario Mizzi, Company Director, a son  
of late Joseph and Rita nee Mizzi  
born in Msida and residing at Rita  
House, Clarence Street Gwardamangia  
identity card number 30964 (M) who is  
appearing on this deed for and on  
behalf of the limited liability  
company; **JOSTON COMPANY LIMITED** as  
duly authorised in virtue of the  
memorandum and Articles of associa-  
tion of said company hereinafter  
referred to as "the purchaser  
nomine".



Identified by me Notary in the manner  
above mentioned.

Now therefore, in virtue of this  
deed, the vendors nomine are hereby

selling, transferring and conveying unto the purchaser nomine, who under the same title of sale is accepting, acquiring, and purchasing: the airspace of a plot of land having an area of circa two hundred and seventy five square metres (275 s.m.) as shown in the hereto annexed plan marked document letter "B", GC, which land is situated in Floriana, and has access and frontage on Great Siege Road, being bounded said land on the West by said street, on the North and east by property of vendor company, as subject to the temporary groundrent of three hundred Maltese liri (LM300) being its pro rata share of the total original groundrent for the remaining period from the original concession of fifty years (50) which started on the twenty fifth day of July, one thousand nine hundred and ninety one (1991) being otherwise free and unencumbered with all its rights and appurtenances, which land comprises the area of one hundred and twenty three square metres (123 s.m.) which shall be utilised to house a petrol station;

This sale is being done and accepted under the following terms and conditions:

1. For the agreed price of forty thousand Maltese liri (LM40,000) which price has been paid on a prior date and including the value of the right of use hereunder described.

2. Vendors nomine hereby warrant this sale according to law and for this purpose hypothecate in favour of the purchaser nomine who accepts all its property in general present and future up to the purchase price.



3. The property is being sold with vacant possession and as free from any rights of third parties.

4. Included in this sale and price is the building of the structure tale quale, which shall house a petrol station in terms of the plans which are being hereto annexed and marked document letter "D", and including an area for the installation of dual petrol/diesel storage tanks shown in the hereto annexed plan document E.

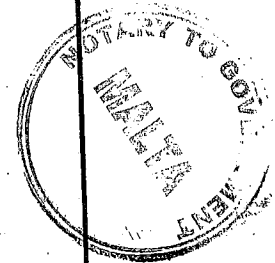
Said structure, to be made of aluminium/metal and glass, may be extended up to one metre backwards, from point X to point Y as shown in the plan already annexed document B, provided that the protusion does not touch the floor of the car park.

5. Purchasers have the right to 'use', the storage areas existing in the car park and shown on the annexed plan D, hatched in green and blue as well as the airspace overlying level number six of the carpark and underlying the area hatched in red in plan B, ~~to~~ Boston has the right to utilise the spaces for storage of any materials so long as such items do not constitute an undue fire hazard both to the car park as well as its users.

6. No agency fees are payable on this deed.

7. Legal fees and expenses due on this deed, are payable according to law.

8. With the approval of the Lands ~~Department~~ Department as evidenced by the hereto annexed certificate marked document letter "F",



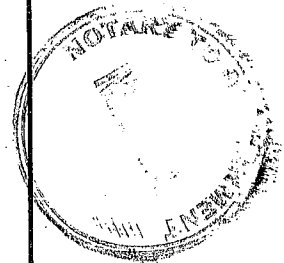
9. <sup>(2)</sup> MCP Company Limited undertakes and binds itself not to do anything which in any way might prejudice its rights over the areas being granted by title of use to <sup>(3)</sup> Joston and <sup>(2)</sup> MCP further undertakes and binds itself to inform Joston forthwith in writing of any court proceedings instituted against MCP or of any other act or action taken by any person, body or authority which prejudices and questions or is likely to prejudice the title over the areas the use of which has been granted to Joston Company Limited.

10. The parties agree that the pending court case in the names of <sup>(3)</sup> Joston Company Limited Vs <sup>(2)</sup> MCP Company Limited number one thousand and nineteen stroke ninety six (1019/96) pending in the First Hall of Civil Courts of Malta, in relation to the Petrol Station and all connected issues, are being settled and withdrawn herewith, each party bearing its own costs, the registry fee is being shared equally between them.

11. <sup>(3)</sup> The parties declare that they have no further claims against each other saving the above.

In virtue of this deed also, the company MCP Company Limited hereby assigns to Joston Company Limited, free of charge, the right to dispose of twenty parking spaces in the above mentioned car park. The right to the said spaces is being assigned on the following terms and conditions:

a. Joston has the right to retain, hire or otherwise make available to third parties the said parking spaces



for all such time as MCP Company Limited or its successors in title shall have control over the Car park,

*but not exceeding the limit of the original —  
employment part,*

b. The right to use the said parking spaces includes free access to and from them, at any time that the car Park is open to the public.

c. The cleaning and maintenance in or in the vicinity of the parking spaces and their access routes shall be at the charge of MCP Company Limited.

d. Joston Company Limited is free to transfer the rights of use over the said parking spaces provided the price for the use of each parking space is not inferior to one hundred and fifty maltese Liri (Lm150) annually .

e. MCP Company Limited shall provide and constantly make available to Joston Company Limited the necessary access cards to enable it to make use of the said parking spaces.

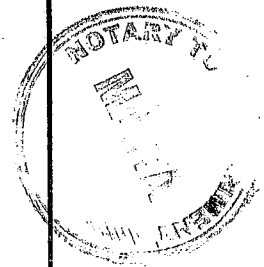
MCP undertakes not to renounce or prejudice its title or its rights in its original title in relation to the twenty parking spaces and the access to them and the storage areas or to prejudice in whatever way any such title or rights.

For the purposes of the law relating to duty on documents and transfers it is being declared that the stamp duty payable on this deed amounts to ~~two~~

*thousand eight hundred maltese li (€2800)*

And this has been paid by Bank draft.

For the purposes of the law relating to duty on documents and transfers it



is being declared that vendor Company acquired the land transferred in virtue of this deed by an onerous title.

*That it had acquired the property in virtue of a deed by one published on the 1st of July (70) / 1957 one thousand nine hundred and fifty seven (1957)*

And thus it is being declared that this sale is not chargeable in terms of law.

The vendor company is <sup>④</sup> presently paying the sum of \_\_\_\_\_

as Provisional Capital gains tax, by means of bank draft.

This deed has been done, read and published after due explanation according to law in Malta Valletta Republic Street, Regency House,

① word called submitted: purchaser

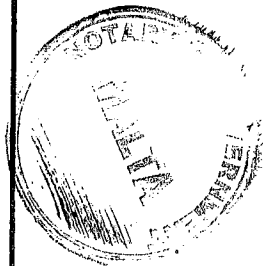
② word called submitted: vendor

③ word called submitted: purchaser

④ founder word called

⑤ Purport added: M.C.P. Company limited undertakes to transfer all the obligations it has assumed in favour of the purchaser company Toston Limited or its successor in title and to ensure that all these obligations are transferred to any subsequent successor in title up to the company of the original company/individual concerned.

⑥ the word called submitted: Merchant



to. Robke under the Office of Elhas  
Construction Limited

③ Purport added: In settlement of all  
penalties and claims, MCP Company Limited  
undertake to pay the sum of ten thousand  
malles li (10,000) to Toston Company  
limited which accepts; such sum to be  
paid in ten monthly instalments of  
one thousand li (1,000) each, first  
payment payable on the 1st (first)  
of month 1999, and subsequent nine  
payments on the first (1) day of  
each subsequent month; related bills  
of exchange shall be issued within one  
week from today to cover the aforesaid  
payments.

④ with called.

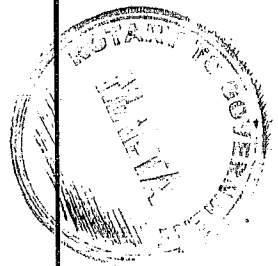
⑤ with added: including the permanent  
franchise entirely thereon

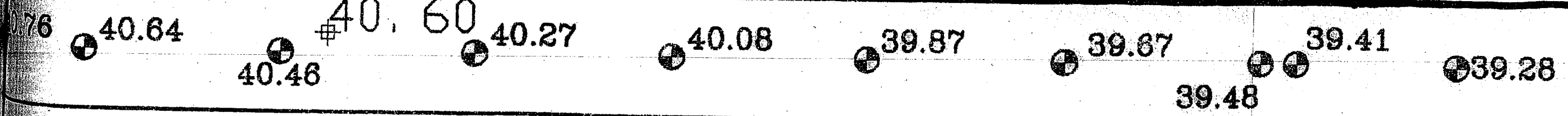
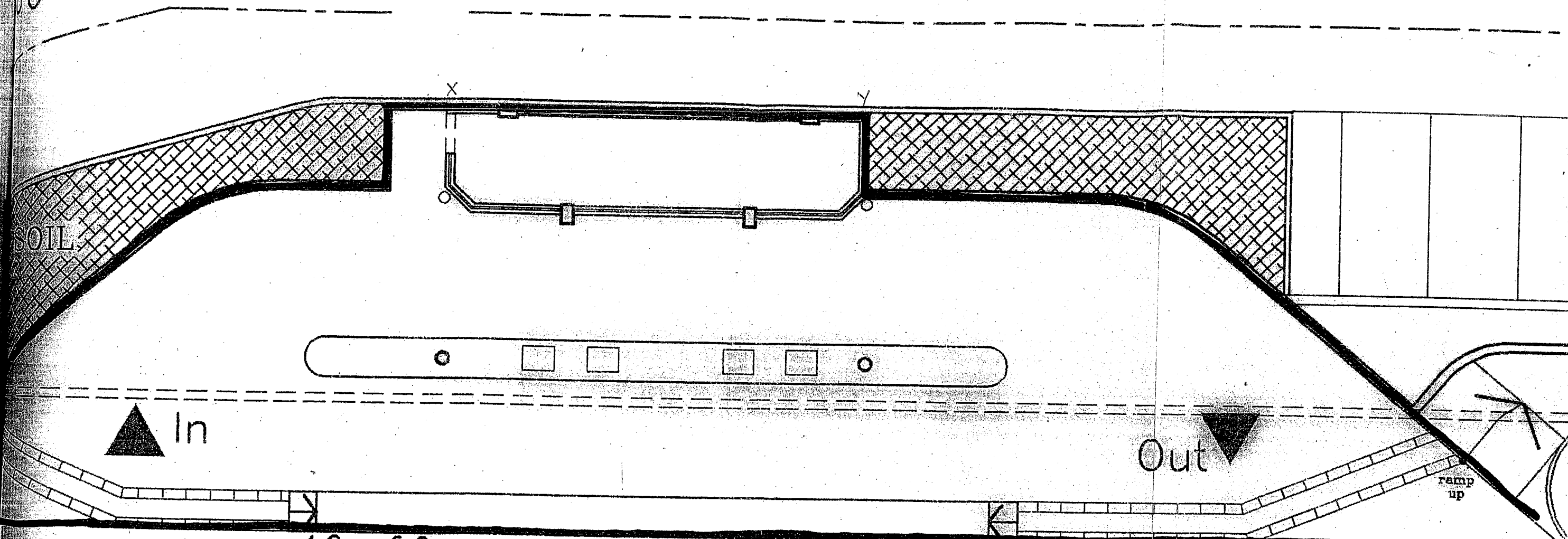
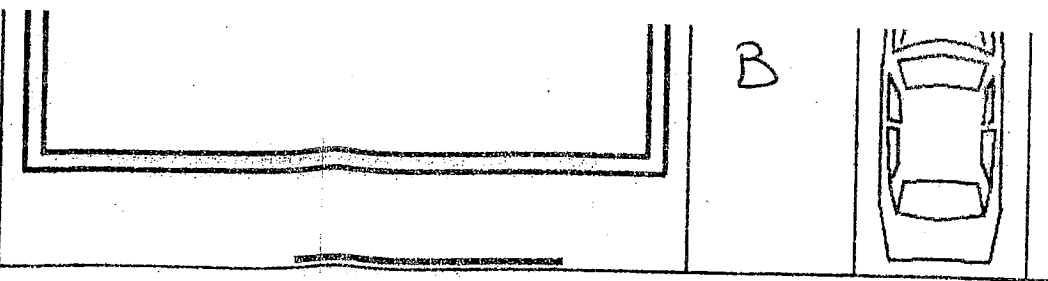
⑥ was called about: and Construction  
Director of the Ministry for Public Works  
and Construction

⑦ was called around: 25 (twenty five)  
Stable Road, Valletta.

*Ell*

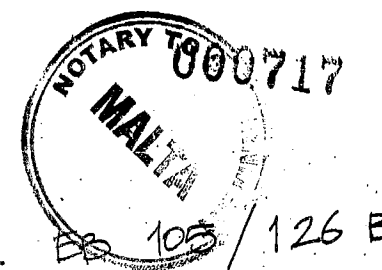
*so is jin*  
*[Signature]*





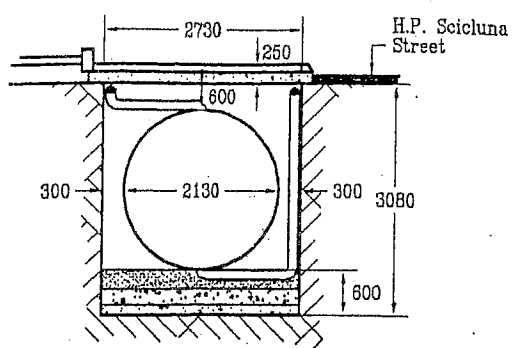
AREA CIRCA = 275 m<sup>2</sup>

*John J. Egan*  
*John J. Egan*

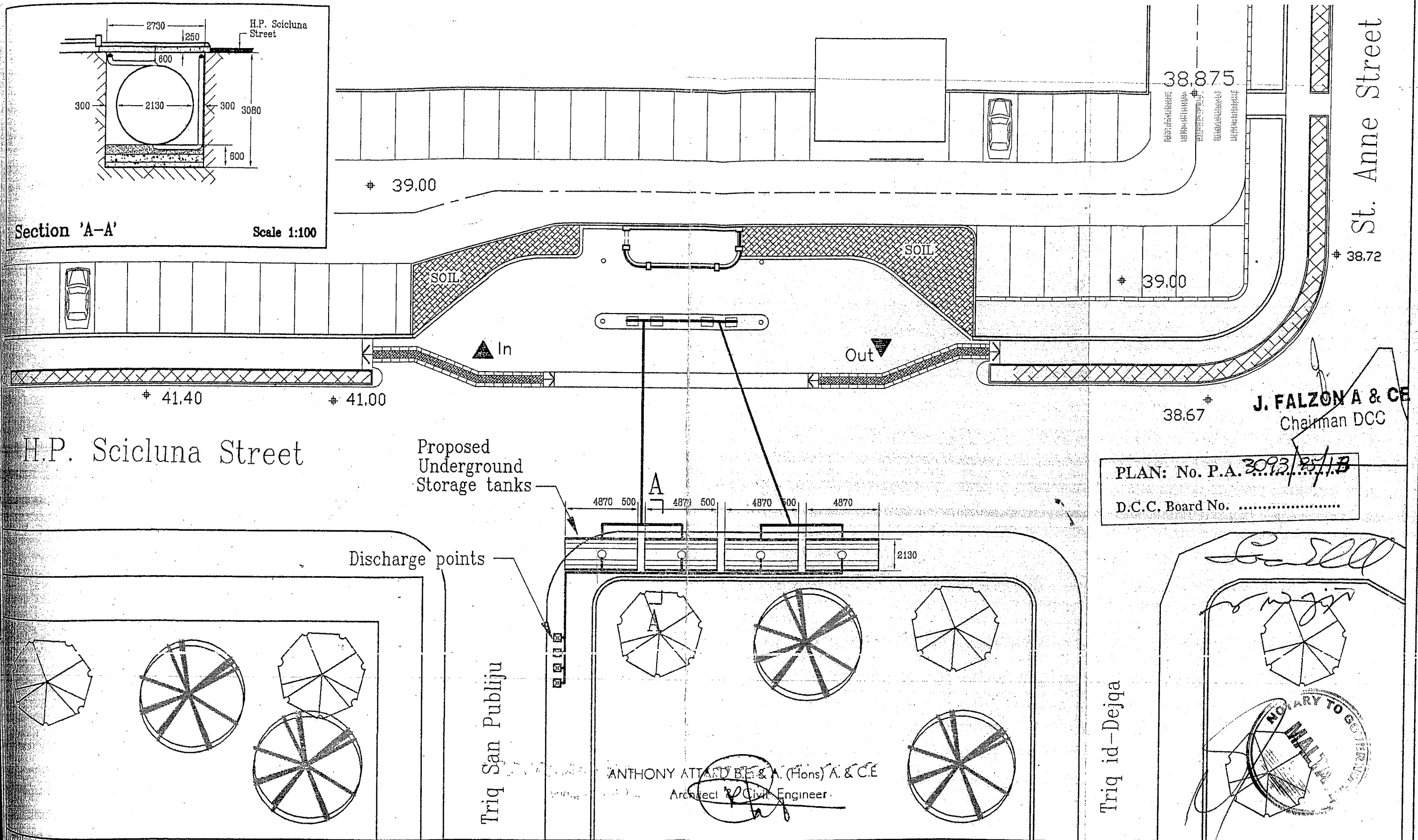


DRAWING NO. ~~BB~~ 105/126 B

SCALE 1:100



Section 'A-A' Scale 1:100



J. FALZONA & CE  
Chairman DCC

PLAN: No. P.A. 3093/25/13  
D.C.C. Board No. ....

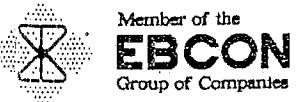
*Signature*  
NOTARY TO GOVERNMENT  
MALTA

ANTHONY ATTARD BE & A. (Hons) A. & CE  
Architect & Civil Engineer

23.05.95 | L.C. | New location of tanks

**ELBROS**  
CONSTRUCTION LTD.

Kirkop, Malta  
Tel: (356) 249999  
Fax: (356) 685075



drawn L. Camilleri checked  
date April '95 scale 1:250  
ATTARD & FARRUGIA  
architects & civil engineers

job no. EB105-92 drg no. EB105-139  
drawing title.  
Location of Petrol Station Fuel Tanks  
revision suf. 1

CONFIDENTIAL INFORMATION PROPERTY OF ELBROS CONSTRUCTION LIMITED  
NOT TO BE USED FOR ANY PURPOSES OTHER THAT FOR WHICH IT IS ISSUED.

000719

Inland Revenue Department

*This notice must be filled in duplicate*

Notice (typewritten or in Block letters) to be filled on Deeds of Transfer or Declaration, For the Purposes of Provisional Tax in Terms of Section 74A of the Income Tax Act. Cap 123 and for the Purposes of Section 51 of the Duty on Documents and Transfers Act, 1993.

Provisional Tax: Global Amount Lm nil

Duty on Documents and Transfers Lm 2800

Deceased/ Transferors/s

I.T. no. 9913163<sup>02</sup> M.C.P. company Limited;  
c/o Elmas  
TA Robbins  
Limits of Kirkop

Transferee/s

I.T. no. 990914580 Joston Company Limited,  
Rita House,  
Jwig, Chancery,  
Msida

For Official Use Only

Name of Notary; Not. Dr. Pierre Falzon

Date of Deed: 22 ta' Frar 1999

The amount of the consideration or value declared Lm 40,000

Provisional Tax nil

Duty on Documents and Transfers Lombard 012060



DECLARATION BY NOTARY

(N.B. In transactions of immovable property a full description of such property is to be given and in cases of sale or rural property a copy of the site plan is to be annexed).

Nature of Transaction:-

Sale of the airspace of a plot of land including the permanent structures existing thereon, having an area of circa two hundred and seventy five square metres (275m<sup>2</sup>) as shown on the plan annexed to the deed, which land is situated in Floriana and has access and frontage on Great Siege Road being bounded said land on the West by the said street, on the North and East by property of the vendor company as subject to the annual and temporary groundrent of three hundred Maltese liri (Lm300) being its pro rata share of the total original groundrent for the remaining period from the original concession of fifty years which started on the twenty fifth day of July of the year one thousand nine hundred and ninety one (1991) being otherwise free and unencumbered with all its rights and appurtenances which land comprises the area of one hundred and twenty three square metres (123m<sup>2</sup>) which shall be utilised to house a petrol station

*[Handwritten Signature]*  
Signature of Notary

For official use only

Provisional Tax Paid: Lm \_\_\_\_\_

Duty on Doc. Paid Lm \_\_\_\_\_

Receipt No/s \_\_\_\_\_

Receipt No/s \_\_\_\_\_

Date of Receipt/s: \_\_\_\_\_

Date of Receipt/s \_\_\_\_\_



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Il-Direttur Generali



000721

Office of The Director General

97

Land 784/60/III

22 ta' Mejju, 1998

Dottor Pio M. Valletta LL.D.  
Regency House, 1st Floor  
Republic Street  
Valletta VLT 04

Dottor,

Nirreferi ghall-ittra tieghek tat-3 ta' Frar, 1998 fejn tlabt permess ghat-trasferiment ta' bicca art f' Great Siege Road, Floriana lill-Kumpanija Joston Company Ltd mill-Kumpanija MCP Limited.

Ghandi ngharrfek li t-talba tieghek giet milqugha: i) basta l-Kumpanija kompratrici tobbliga ruhha li tosserva l-kundizzjonijiet u l-obbligazzjonijiet kollha tal-kuntratt originali tal-enfitewsi; ii) basta li c-cens relativ ikun pro-rata tac-cens originali.

Barra minnhekk, il-Kumpanija kompratrici ghandha tibghat f' dan id-Dipartiment kopja tal-kuntratt relativ tat-trasferiment, kif ukoll thallas "laudemium" ekwivalenti ghal sena cens lil Gvern u dan fi zmien 40 gurnata mill-pubblikazzjoni tal-att relativ.

Jekk il-Kumpanija kompratrici tonqos li taghmel dan fi zmien stipulat, hija tehel penali ta' Lm20.00 ghal kull nuqqas.

Dejjem tieghek,

A.V. Mamo  
Assistant Head  
Lands & Construction Division

cc Not. P. Falzon LL.D.

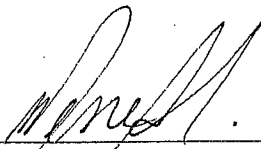
000722

**Resolution by all the Shareholders of MCP Company Ltd taken today the 3rd day of November 1997.**

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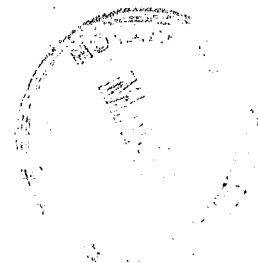
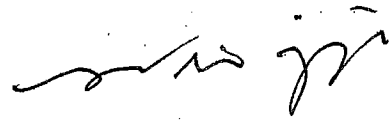
**Resolved :**

That Mr Saviour Ellul (ID Card No. 524860) is hereby being authorised to appear on behalf of the Company and sign the relevant Deed in respect of the transfer of the petrol station adjacent to the carpark in Floriana under such terms and conditions which the said Mr. S. Ellul deems fit and appropriate.



---

**M. Fenech Adami**  
**Company Secretary**



000723

At a meeting of the Board of Directors of **JOSTON COMPANY LIMITED** held on the 18<sup>th</sup> February 1999 at the registered address of the Company, it was resolved that:

Mr. Mario Mizzi (ID 30964-M) be authorised to appear on behalf of the Company to sign the relevant Deed in respect of the purchase of the petrol station situated on the MCP car park in Floriana from MCP Company Limited under such terms and conditions which the said Mr. Mario Mizzi deems fit and appropriate.

*Handwritten signature*

CERTIFIED TRUE COPY

*Handwritten signature of Mario Mizzi*

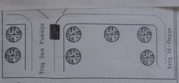
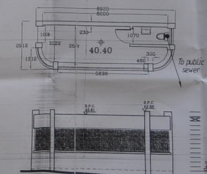
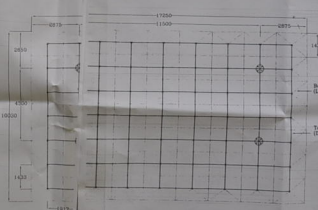
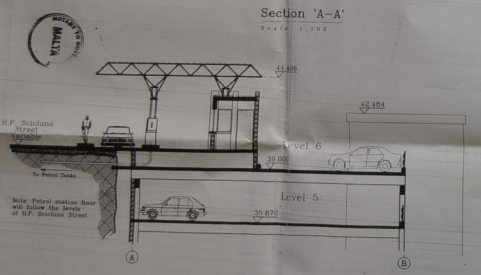
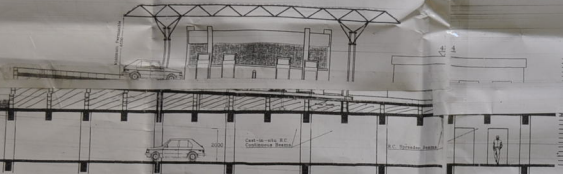
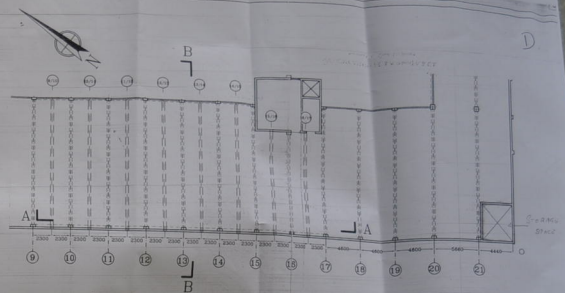
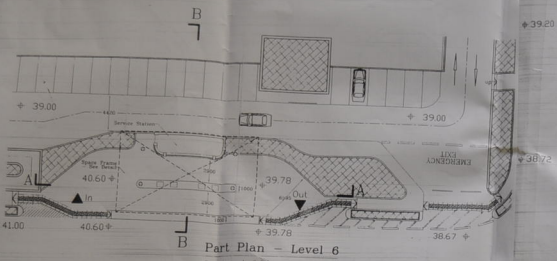
**MARIO MIZZI**  
Director

*Handwritten signature of Rita Mizzi*  
**RITA MIZZI**  
Director

*Handwritten signature*



NYNY  
VJJD  
NOC



J. FALSON & CO.  
Chartered C.E.C.

PLAN No. P.A. 324/2/78  
D.C.C. Board No.

CONTRACTORS, STRUCTURAL ENGINEERS & CIVIL ENGINEERS

**ELBROS**  
CONSTRUCTION LTD.

Address: Milton  
Tel: (076) 249999  
Fax: (076) 680075

Member of EBCON

ATTARD & FARRUGIA  
architects & civil engineers

Job Title: MCP CARPARK - FLORIANA  
Drawing Title: Petrol Station Details

DATE	BY	CHKD	APPD
11/08/92	BB/105/92	BB/105/92	BB/105/92
1/200/100	Scale	1:200	1:200

Service Station  
Scale 1:100

*B. Sell*  
*and J.P.*

MICHOEY ATTARD & CO. ARCHITECTS & CIVIL ENGINEERS