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Corinthios San Gorg T.E

Maura San Gorg

Deed No 174  
Mod of Emphy.  
Em  
Vol.1

Sixth (6) day of November of the year two thousand (2000).

Before me Doctor Vincent Miceli Notary Public in the Land Department personally came and appeared:-

Albert Mamo, son of the late Anthony and of the late Rose nee' pace born in Siema and residing at Swieqi, whose identity card bears number 37151 (M) Acting Commissioner of Land duly authorised to appear hereon on behalf of the Government of Malta in virtue of a minute bearing date the seventh day of February one thousand nine hundred and sixty two on papers marked Secretariat number two hundred and forty one of the said year 1962 related papers marked Land number thirty eight bar ninety two bar two, hereinafter referred to as the "Government" of the one part;

Doctor of Laws Joseph Vella, son of the late Doctor Joseph and of Maria nee Vella born Birkirkara and residing Naxxar whose identity card bears number 1018249(M) who is appearing hereon for and on behalf of "FIVE STAR HOTELS LIMITED" and as also duly authorised in virtue of a resolution of the Company marked document "X", referred to as the "emphyteuta" of the other part.

I, Notary undersigned have ascertained the identity of the parties hereto by their official identity card.

Whereas in virtue of a deed published by me on the first day of September of the year one thousand nine hundred and ninety two the Government of Malta granted to the said emphyteuta, in consideration of a groundrent of

fifty thousand Malta Liri per annum, payable yearly in advance, and for a period of ninety nine years reckoned as from the date of same deed the following immovables at Saint Georges Bay Saint Georges limits of Saint Julians namely :-

- (a) a site measuring approximately twenty six thousand two hundred and thirty eight square metres and is bounded on the West by Government property on the South East by the foreshore and on the North-East by Government property;
- (b) a site measuring approximately one thousand five hundred twenty square metres and is bounded on the North by Government property on the South-East by the foreshore and on the South-West by Government property;
- (c) a site measuring approximately six thousand nine hundred eighteen square metres and is bounded on the North-West by a public road, South-West by Government property and on the South by the foreshore, these plots of land are shown respectively bordered in red, green and yellow on a Plan Land Department number three hundred and ninety A bar ninety one bar A (LD390A/91/A) and as identified on a Survey Sheet indicated as Land Department number three hundred and ninety bar ninety one bar letter A (LD390/91/A), both attached to same deed.

Whereas in Condition sixteen (16) it was stipulated that:- " The emphyteuta shall construct and complete according to specifications and time limits to be agreed to with the Government, a Hostel for the benefit of the Institute of Tourism Studies on a site in Saint George's Bay, Saint Julians to be indicated by Government at a later date. The emphyteuta shall have no right to any compensation or reimbursement of expenses in this regard.

However the maximum expenditure and obligation of emphyteuta shall not exceed the sum of twenty five thousand Malta Liri (Lm25,000)".

Whereas the parties to this deed have agreed to modify this condition in the sense that the emphyteuta's obligation is to be converted into

a once only payment of twenty five thousand Malta Liri (Lm25,000) payable on this deed of modification, instead of an obligation involving construction.

Now therefore in virtue of this deed the Government of Malta and the said emphyteuta are hereby for all intents and purposes of law modifying the said condition number sixteen (16) of the original concession of emphyteusis published by Notary Doctor Vincent Miceli on the first day of September one thousand nine hundred and ninety two, in the sense that the emphyteuta's obligation to construct a Hostel is being converted into an obligation of a one time payment of the sum of twenty five thousand Malta Liri (Lm25,000) which payment is being presently made and grantor is leaving due receipt thereof.

All legal and Notarial expenses, including Tax on deed connected with this deed shall be borne by the Government of Malta.

For the purposes of the Duty on Documents Act of the year one thousand nine hundred and eighty one it is hereby declared that this deed is exempt from Duty as per exemption order attached to a deed published by Notary Doctor Vincent Miceli on the twelfth day of December one thousand nine hundred and ninety and signed between the Government of Malta and Maria Gravina.

This modification has been duly approved by a Parliamentary Resolution dated eleventh July of the current year

This deed has been done, read and published after I the undersigned Notary explained the contents hereof to the parties hereto according to law at the Auberge De Baviere Valletta Malta, without number.

Signed - Joseph Vella

Albert Mamo

Vincent Miceli

Notary Public Malta  
Land Department

Temp 77890

First (1) day of September one thousand nine hundred and ninety two (1992).

Before me Doctor Vincent Miceli Notary Public in the Land Department personally came and appeared:--  
Deed No. 226  
Temp. Emphy.

Ins  
Vol I

Adriano Gouder son of the late Magistrate Giovanni Filiberto and of the late Maria Cristina nee' Tufigno born in Valletta and residing at Saint Julians whose identity card bears number 886937(M) Commissioner of Land duly authorised to appear hereon on behalf of the Government of Malta in virtue of a minute bearing date the seventh day of February one thousand nine hundred and sixty two on papers marked Secretariat number two hundred and forty one of the said year 1962 related papers marked Land thirty eight bar ninety two (38/92)

Alfred Pisani, company chairman, son of late Paul and Josephine nee' Miggiani born Floriana and residing at Naxxar (Identity Card 126839(M) and who is appearing on this deed on behalf of "Five Star Hotels Limited" and as also duly authorised by the annexed resolution marked document letter "M", herein after referred to as the "emphyteuta";

I, Notary undersigned have ascertained the identity of the parties hereto by their official documents.

in virtue of this deed the said Commissioner of Land nomine hereby grants on temporary emphyteusis for a period of ninety nine years reckoned from date of deed to the said Alfred Pisani nomine who accepts and acquires by same title of temporary emphyteusis:-

(i) a site situated at Saint Georges Bay Saint Georges limits of Saint Julians which site measures approximately twenty six thousand two

hundred thirty eight square metres and is bounded on west by Government property on the south east by the foreshore and on the north east by Government property.

This site is bordered in red on the attached Land Drawing three hundred and ninety letter A bar ninety one bar A (L.D.390A/91/A) and Plan Land Drawing three hundred and ninety bar ninety one bar A (L.D.390/91/A) (Survey Sheet) marked document letter "B" and "A".

(ii) a site situated at Saint George's Bay Saint George's limits of Saint Julians which site measures approximately one thousand five hundred twenty square metres and is bounded on the north by Government property on the south east by the foreshore and on the south west by Government property.

This site is bordered in green on the attached Land Drawing three hundred and ninety letter A bar ninety one bar A (L.D.390A/91/A) and Plan Land Drawing three hundred and ninety bar ninety one bar A (L.D.390/91/A) (Survey Sheet) marked document letter "B" and "A".

(iii) a site situated at Saint George's Bay Saint George's limits of Saint Julians which site measures approximately six thousand nine hundred eighteen square metres and is bounded on the north west by a public road, south west by Government property and on the south by the foreshore.

This site is bordered in yellow on the attached Land Drawing three hundred and ninety letter A bar ninety one bar A (L.D.390A/91/A) and Plan Land Drawing three hundred and ninety bar ninety one bar A (L.D.390/91/A) (Survey Sheet) marked document letter "B" and "A".

This grant on emphyteusis shall be

governed by the following conditions and consistently with them by the provisions of the law on emphyteusis :

1. The said grant on emphyteusis is being made and accepted in consideration of the payment of the yearly and temporary groundrent payable in advance of fifty thousand Malta Liri (LM50,000) which groundrent is being administratively abated to twenty three thousand five hundred Malta Liri (LM23,500) for the first two years of the concession.

The groundrent stipulated above is to be increased by a revision every five years at the rate of five per cent (5%), on the "pro tempore" groundrent.

2. The emphyteuta shall use the emphyteutical land bordered in red and green including any improvements thereon, exclusively for the construction of a five star hotel with approximately two hundred fifty (250) rooms and all related facilities and shall keep same fully operational for the whole term of the emphyteusis.

The emphyteutical land bordered in yellow is to be used exclusively for tourist accommodation and related facilities and for the development of leisure facilities. The standard required is not necessarily that of a five star hotel.

3. Permanent improvements costing not less than six Million five hundred thousand Maltese Liri (Lm 6,500,000) shall be erected on the emphyteutical site bordered red and green by the emphyteuta within three years from the date of the contract, save as provided in clause four (4) hereunder.

All the works shall be carried out in a substantial and workmanlike manner with the most suitable materials.

4. Immediately upon the signing of this Deed, the emphyteuta will officially apply for all permits and / or licenses for the carrying out of the works. A period equal to the interval that elapses between the date of the first written application and the date of issue of the last permit shall be added to the periods specified in Article three (3) above and in Article nineteen letter b (19b) below.

5. The emphyteuta shall keep the improvements at all times in a good state of repair according to law and to the satisfaction of the Commissioner of Land.

Any damage occurring not only through ordinary causes but also through fortuitous, extraordinary and unforeseen circumstances or by Act of God, shall be made good by the emphyteuta or its successors in title who shall be bound to reconstruct if necessary any portion of the said tenement, or the whole tenement at its own expense.

Towards this end emphyteuta shall insure the property under the best policy coverage available in accordance with Article seven (7) below.

6. The emphyteuta shall be bound to carry out any obligations imposed by law on the owners of buildings or lands and Government shall not be bound under any circumstances to contribute to the expense required for the carrying out of any obligation, whatever may be the amount of such expenses and whatever may be the remaining period of the emphyteutis when such obligations fall due to be carried out.

The emphyteuta shall abide by the laws and regulations concerning the erection



of buildings in force from time to time and shall not be exempted from the obligations of obtaining any permit and / or licence required hereunder.

7. The emphyteuta shall insure and keep insured throughout the duration of the emphyteusis the property and any improvements thereon for their full value against loss or damage including malicious damage resulting from fire and / or explosion, including fire and / or explosion that may be attributable to negligence and such other risks as are customarily insured against with respect to property of a similar character in or bordering the Mediterranean. Such insurance shall be effected by the emphyteuta at its own expense and in its own name with an insurance company acceptable to the Commissioner of Land. The interest of the Government is to be duly noted on said Insurance Policy.

The emphyteuta shall also insure against the loss of one year's ground-rent, which loss may be attributable to the same causes mentioned above.

8. (a). The emphyteuta shall give immediate notice to the Competent Authority of the discovery of any traces of objects or monuments of local antiquarian or archaeological importance on the sites granted to it on emphyteusis.

b. Any find of movables (in which expression shall be comprised pottery, coins, bones and other objects of a similar nature as well as remains of such movables) shall immediately become the property of the Government. In the case of finds of immovables (in which expression shall be comprised all immovables such as caves, tombs, walls, stone walls and other objects of a similar nature as well as remains of such immovables) the contract of emphyteusis shall

be rescinded at the discretion of the Commissioner of Lands in whole or in respect of only that part where the find is located if the Government, within six months from the date of which notice is given of the find shall have intimated in writing to the emphyteuta its intention of rescinding the deed of emphyteusis in whole or in part saving, in the latter case, the right of the emphyteuta to demand that the rescission be extended to the whole contract if the remaining portion of the building site is not suitable for the purpose for which it was granted on emphyteusis. In case of a rescission in part there shall be a reduction of groundrent proportionate to the area in respect of which the contract shall have been rescinded. In the event of a rescission, the emphyteuta shall be entitled to compensation only for, and to the extent of, the amount reasonably spent in connection with such works as it may have carried out on the site and as may become useless to it as a consequence of the rescission and it shall not be entitled to any other compensation of any sort whatsoever.

(c) The dissolution of the emphyteusis for failure to give the said notice, with all consequence emanating therefrom shall not in any way diminish the liability of the emphyteuta from any penalty or other consequence deriving from the provisions of the Antiquities (Protection) Act.

9. The emphyteuta shall not make any excavation in search of water on the emphyteutical land without the prior consent given in writing by the Government.

10. The emphyteuta shall allow free access to the tenement at any

reasonable time to any Government Official duly authorised to inspect the tenement. If the emphyteuta willfully or through negligence hinders any such Official or person from entering and inspecting the site it shall be liable to a penalty of ten Malta Liri (LM10) for each and every time such official or person shall not have been able to do so through the fault, negligence or omission of the emphyteuta.

11. The emphyteuta shall not permit oil, grease, trade wastes or other deleterious matter to enter the drains and sewers of the Government and the emphyteuta is obliged to employ such plant for treating any deleterious affluent before permitting the same to enter such drains and sewers as may be reasonably required by the Competent Authority from time to time.

12. Government grants these emphyteutical sites with vacant possession. Government shall have the right to create easements which may be necessary for the provision of public services provided that this does not materially adversely affect the business of the emphyteuta, without any obligation on the part of Government to pay any compensation for such easement and access. The emphyteuta shall not subject the emphyteutical sites to any kind of easement.

Government will endeavor to eliminate any easements in favour of third parties burthening the emphyteutical land which easements adversely affect and disrupt the business of the emphyteuta.

13. Emphyteuta accepts that the emphyteutical land bordered in green is to be retained by emphyteuta on emphyteutis subject to the following restrictions :-

a. No constructions temporary or otherwise are to be permitted over the said area.

b. Emphyteuta shall landscape the area at its expense and preserve and maintain the same clean.

14. Government obliges itself to construct and upgrade the present infrastructure of the area up to the level required by five star hotel establishments and this by the end of the year one thousand nine hundred and ninety three.

If the infrastructural works and services (drainage, water, electricity, telephones and roads) are not completed by the said date and the hotel is ready to go into operation except for the absence of the said infrastructural works and services, the emphyteuta will have the right to an administrative rebate on the amount of groundrent payable which will be reduced to one thousand Malta Liri per annum calculated on a proportional day to day basis. The whole groundrent in force at any particular period will be payable in full when the said infrastructural works and services are completed.

15. On termination or dissolution of the emphyteusis for any reason whatsoever, the emphyteuta shall hand over to Government the site together with any improvements the emphyteuta may have carried out, in a good state of repair according to law and to the satisfaction of the Commissioner of Land, without the emphyteuta having any right to claim compensation for such improvements.

16. The emphyteuta shall construct and complete according to specifications and time limits to be agreed to

with the Government, a Hostel for the benefit of the Institute of Tourism Studies on a site in Saint George's Bay, Saint Julians to be indicated by Government at a later date. The Emphyteuta shall have no right to any compensation or reimbursement of expenses in this regard.

However the maximum expenditure and obligation of emphyteuta shall not exceed the sum of twenty five thousand Malta Liri (LM25,000).

17. The Emphyteuta shall restore and maintain at its expense the Tower known as Saint George's Tower under the direction of the competent authorities.

18. a. The emphyteuta shall not transfer or otherwise dispose of the emphyteusis or grant on lease the emphyteutical land or improvements thereon without first obtaining the written consent of the Government which consent may not be unreasonably withheld.

b. Should the emphyteuta be allowed to dispose of its interest as provided under the preceding clause, it shall not impose in its favour any additional groundrent or yearly burden and a fine "laudemium" equivalent to one year's groundrent shall be due to Government. Should the transferee fail to pay the said "laudemium" within forty (40) days of the relevant deed of transfer he shall be liable to a fine of fifty Malta Liri.

c. The transferee shall within forty (40) days of the transfer of the site, inform the Commissioner of Land of such transfer by registered letter and cause a copy of the relative deed to be forwarded to the Commissioner of Land. Should he fail to do so he shall incur a penalty of fifty (LM50) Malta Liri.

Any transfer of the emphyteutical sites granted in virtue of this deed shall be of the whole unit as a hotel complex and not of parts thereof.

It is being expressly agreed, however, that the land granted on temporary emphyteusis bordered in yellow on the above mentioned plan can be transferred as a separate entity since it does not form part of the five star hotel development.

19. Save for reasons of force majeure, Government shall have the right to dissolve the emphyteusis for any of the following reasons :

- a) if any of the foregoing conditions are not complied with following a period of three months after notification by registered letter of the breach complained of.
- b) if the construction and equipment of the hotel is not completed within a period of three (3) years.
- c) if the emphyteuta fails to pay the groundrent for two years, or if, although it may have made part payments, in each year, it still owes by way of groundrent a sum equal in amount to two (2) yearly payments.

20. Saving the application of Article eight (8) in case of the termination or dissolution of the emphyteusis for any reason whatsoever, any works and improvements on the emphyteutical site shall revert to Government with the site and the emphyteuta shall have no right to compensation whatever the value of such works or improvements may be.

21. For the purposes of this

Contract, Force Majeur shall mean circumstances beyond the control of emphyteuta and shall include but shall not be limited to Acts of God, fire, flood, explosion, sabotage, accident, embargo, riot, civil commotion, including acts of Government, labour disputes which could not have been reasonably avoided by the emphyteuta as well as the failure of the relevant Government to grant, on proper application, the requisite licenses and permits required by law in connection with the construction of the hotel.

The Government warrants the peaceful possession of the emphyteutical land hereby granted.

In order to secure payment of the said groundrent and the proper performance of all the obligations hereby undertaken, the emphyteuta in addition to the privilege established by law in respect of the said emphyteutical lands, hypothecates in favour of the Government of Malta on whose behalf the said Commissioner of Land accepts all the said property in general present and future of the said emphyteuta.

All legal and Notarial expenses, including stamp duty connected with this deed shall be borne by the emphyteuta.

For the purposes of the Duty on Documents Act of the year one thousand nine hundred and eighty one it is hereby declared that duty on this deed amounts to twenty five thousand Malta Liri.

A Permit issued by the Ministry of Finance under the Acquisition of Immovable Property by Non Residents Act is being here annexed marked document "N".

This deed has been done, read and published after I the undersigned Notary

explained the contents hereof to the parties hereto according to law at the Auberge De Baviere Valletta Malta, without number.

Sgd:- Alfred Pisani  
Adriano Gouder  
Vincent Miceli - Notary  
Public Malta at the Land Department





I-I-Bajja  
Ta' San Gorg

I-I-Bajja  
Ta' San Gorg

I-I-Torri  
Ta' San Gorg

**OFFICE COPY**

ZONE 17

<b>LAND DEPARTMENT - VALLETTA</b>	
LOCALITY	ST. JULIAN'S
SCALE	1:2500
DRAWN NO. 1/D	390/91/A
DATE	38/92
DATE	12 MAY 1992
DATE	12 MAY 1992