



L-ERBATAX-IL LEGIŻLATURA

P.L. 0927

Dokument imqiegħed fuq il-Mejda tal-Kamra tad-Deputati fis-Seduta Numru 58 tat-22 ta' Novembru 2022 mill-Ministru għall-Ekonomija, il-Fondi Ewropej u l-Artijiet.

Raymond Scicluna
Skrivan tal-Kamra

KEMMUNA – CONCESSION AGREEMENT

***3849. L-ONOR. ALBERT BUTTIGIEG** staqsa lill-Ministru għall-Ekonomija, il-Fondi Ewropej u l-Artijiet: Jista' l-Ministru jpoġġi fuq il-Mejda tal-Kamra kopja tal-concession agreement li nġatat lil-lukanda ġewwa Kemmuna?

10/11/2022

ONOR. SILVIO SCHEMBRI: Ninforma lill-Onorevoli Interpellant li d-dokumenti mitluba jistgħu jinkisbu mir-Reġistru Pubbliku madan kollhu qed inpoġġi fuq il-Mejda tal-Kamra d-dokumenti mitluba.

Seduta Numru 58

22/11/2022

L.673/60 - Tem 9/8020

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PQ3849

05786

22/6/1975

36 B

DEED No 333

This the Twenty Third Day

of June one thousand

23/6/1975

and seven hundred and seventy five.

Variation

Before me, Doctor Anthony

Attard, Chief Notary to Government

Present in and in the presence of the hereinafter

the Public mentioned witnesses, who have all the

Registering qualifications required by law, personally

came and appeared:-

Saviour Bonello, a son of

Vincent and of Carmela nee Zerach, born

in Dingli and residing at Biskirkala

duly authorized to appear herein 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 year one

thousand nine hundred and sixty two

related Papers are marked Brown Advocate

General number one hundred and

forty of the year one thousand nine hun-



1B deed and sixty three, Land number six hundred and seventy three of the year one thousand nine hundred and sixty and Notary to Government number one hundred and thirty two of the year one thousand nine hundred and seventy-five, (hereinafter referred to as "the Government") of the one part;

John Gaul Company Director, a son of the late Percy Cory Gaul Mosker of Paris, Bachelor of Science, and of the late Ethel Carcombe, born in Cambridge England, and residing at London England who appears on this deed on behalf of the Tourist Development (Malta) Limited, formerly Camino Development Company Limited, whose registered office is at twenty-two Upper Brook Street, London, West One, duly authorized to appear on this deed by Resolution of the Board of Directors dated the twelfth day of June one thousand nine hundred and seventy-five marked "A" and attached hereto for registration, (hereinafter referred to as the



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"company") of the other Part;

known to me the said Notary

Whereas by a deed in the

Records of Notary Victor Miller dated the

11/3/1960 eleventh day of March one thousand nine

hundred and sixty, the Government had

granted an emphyteusis to the Company

in consideration of a ground-rent of one

hundred pounds payable yearly in ad- ¹⁰⁰

vance (such ground-rent being subject to

revision as provided in the said deed) for

a period of one hundred and fifty years to ^{150 years}

be reckoned from the date of the aforesaid

deed, the island of Comino and the island

of Cominotto shown on the plan marked

"A" attached to the aforesaid deed and

amounting in the case of Comino to an

area of one and seventy five thousandths

square miles and in the case of Cominotto

to an area of five hundredths of a square

mile and bounded in the case of each

island by the sea, together with all

buildings and other appurtenances exist-



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ing thereon save those excluded in the
aforesaid deed and subject to the condi-
tions mentioned and referred therein;

And whereas by another
deed in the Records of Notary Victor Miller,
dated the twenty-second day of March one
thousand nine hundred and sixty three,
certain changes were made to the afore-
said deed of emphyteusis;

And whereas the Govern-
ment and the Company have agreed to
make further changes to the aforesaid
deeds (hereinafter collectively referred to
as the emphyteutical concession), namely
the amendments set forth hereunder;

Now, therefore, by this
deed the parties hereto agree as follows:-

1 (a) The emphyteutical
concession shall be restricted to the follow-
ing land and buildings on the island of
Sammie namely:-

(i) the plot of land distinguished by
the letter "A" and hatched in Blue on



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the Plan X, attached hereto for registration, measuring eleven and thirty five hundredths hectares (equivalent to one hundred and one tannier) and is bounded on the North by the sea and on all other sides by property reverting to the Government in virtue of this deed together with all buildings erected thereon; and (ii) the plot of land distinguished by the letter "B" and hatched in orange on the said Plan X, measuring seven and ninety-eight hundredths hectares (equivalent to seventy one tannier) and is bounded on the North and on the East by the foreshore and on all other sides by property reverting to the Government in virtue of this deed together with all buildings erected thereon;

Both plots being more particularly delineated on the said Plan "X," and thereon hatched Blue and orange respectively (the plot described in (i) above to include the foreshore thereof) and together with the



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X

buildings erected thereon and the jetty in San Niklaw Bay shown edged in green. These lands and buildings shall be the emphyteutical land for the purpose of the emphyteutical concession as reduced by this deed.

(b) The emphyteute may restrict the use by the public of the part of the foreshore included in the emphyteutical concession including the said jetty, but provided always that official Government craft shall have the right to use the said jetty at all times of duty;

(c) The emphyteute its tenants, licences and occupiers and users for the time being of the lands and buildings comprised in the emphyteutical concession shall be entitled to pass and repass along all roads, squares and other places which may for the time being be of public passage in the remaining land previously forming part of the emphyteutical concession;



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(d) In consequence of the reduction of the area of the emphyteutical concession to the lands above described

- (i) the remaining lands and buildings thereon previously forming part of the emphyteutical land granted by the emphyteutical concession revert by virtue of this deed to the Government free of any incumbrances created by the emphyteuta or those deriving title under him;
- (ii) Clauses Two, Three, Four, Seven, Thirteen and Fifteen of the emphyteutical concession shall cease to have effect;
- (iii) Clauses Five, Twelve and Fourteen of the emphyteutical concession as in force immediately before the publication of this deed shall have effect and shall be read and construed with such modification and adaptations as are the necessary consequence of the reduction of the area and amendments effected by this deed.

2. The reduction of the



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area of the empty tectical concession shall not affect the amount of ground-rent and the other conditions relating thereto.

3. The parties hereto further agree:-

(a) the undertakings set out in clause one of the empty tectical concession in each case as in force immediately before the publication of this deed shall be deemed to have been fully complied with so that the execution of these presents shall effect a waiver of all claims made to the date hereof by the Government in respect of any alleged breach or non fulfilment of the said undertakings or any other obligation or covenant contained in the empty tectical concession;

(b) for clause ten (10) of the empty tectical concession there shall be substituted the following:-

"Ten - The empty tecta shall subject to any restrictions contained in any



1B Now in Malta a general application be entitled to sell alienate grant by title of sub emphyteusis or let all or any part of the emphyteutical lands so long as the transferee or other acquirer or the lessee is a respectable and responsible person or company."

(c) for clause eleven (1) of the emphyteutical concession there shall be substituted the following:-

"Eleven - The Government undertakes that the supply of electricity, fresh water and telephone service be at the lowest prevailing tariffs for hotels in Malta."

4. Save as agreed and provided above, the emphyteusis granted by the deeds above referred to in the Records of Notary Victor Diller and dated the 11.3.1960 and 22.3.1963 and the terms and conditions thereof, shall remain unaffected; and this deed shall not be deemed to have brought about any

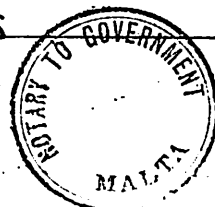


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novation ^{as} other charges, other than those expressly stated, to the empty -
tentical concession granted aforesaid.

It is further agreed that the amount outstanding in full and final settlement of all claims that the Company has or may advance under ^{II} this deed of grant in the records of Notary Victor Stiller dated the twenty second day of March one thousand nine hundred and sixty three is nine thousand Malta pounds. Out of this the sum of six thousand three hundred and fifty five pounds is being paid on this deed and the balance amounting to two thousand six hundred forty five pounds is being retained by the Government under arrangements agreed between the Government and the Company. The said John Gaul in his said capacity gives receipt and acquittance for the said sum of six thousand three hundred fifty five pounds.

For the purpose of the Death and Donation Duty act of the year one thousand nine hundred seventy three, I the undersigned Notary state that the lands and buildings



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~~transacted~~ to Government in virtue of
this present deed were acquired by
the Company in virtue of the afore-
said deed of grant of Emphyteusis
in the Records of Notary Victor
Miller dated the 11.3.1960 and
22.3.1963.

For the purpose of the
Stamp Duty Ordinance, chapter six-
ty eight (68) of the Laws of Malta, it
is hereby declared that this deed is
exempt of stamp duty as is evinced
from Document "B" attached hereto
for registration.

The parties hereto agree
that all legal expenses of each of the
parties hereto and connected with this
deed shall be borne by each of them
respectively and that Notarial expenses
shall be borne by the Government.

This deed, the import
whereof has been duly explained by me
to the parties hereto has been done, read



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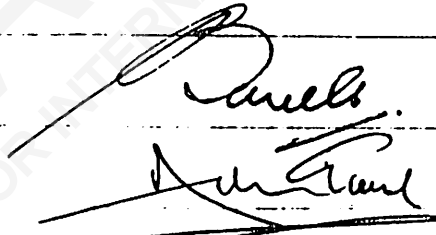
and published at the Office of the
Notary to Government, in the presence of
Gemma Debono, spinster, clerk, daugh-
ter of Mazzareno residing at Qormi
and John Scalpello, clerk, son of
the late Alfredo residing at Valletta, at
number three Scots Street, Valletta, Malta.

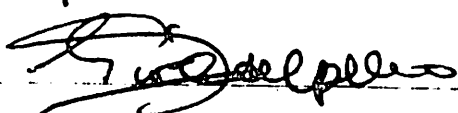
I One word cancelled and substituted by

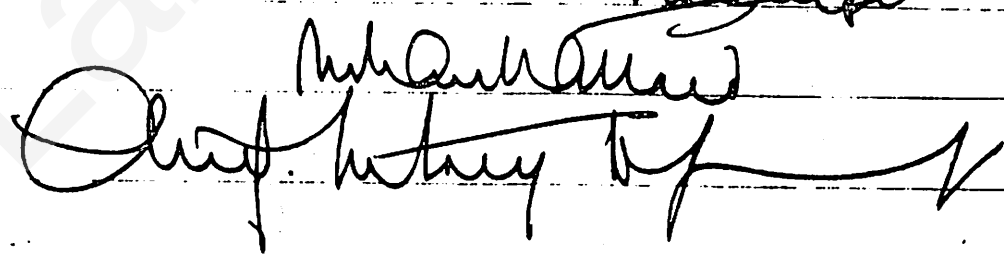
"a"

II One word cancelled and substituted by

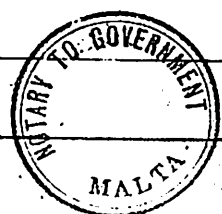
"the"


Gemma Debono


John Scalpello


Notary to Government

NOTARIAL ARCHIVES	
COPY No. 245 / 75	
LEGAL/INFORMAL	
Not.	
Fees	£41. 20. 0
Stamp	
Duties	
TOTAL	£41. 20. 0



L.673/601P
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extension

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Thirteenth (13) of April
one thousand nine hundred and eighty-nine (1989)
Before me Doctor of Laws, Vincent Miceli, Notary
Public in Malta, have personally come and
appeared after I the undersigned Notary have
verified their identities by means of the
hereunder mentioned documents.

Deed No.

75

Emphyteusis

Vol I

Adriano Gouder, Acting Commissioner of Land,
son of 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), duly
authorised to appear hereon on behalf of the
Government of Malta as duly authorised 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,
relative papers are Land six hundred seventy-
three bar sixty bar Volume two.

Hansjorg Schwegler, company
chairman, son of the late Ernst and the late Helen
nee' Beilstein born Zurich Switzerland and res-
iding Ruschlikom - Zurich Switzerland -Swiss
Passport number 4566425

who is appearing on behalf of "Comino Holdings
Limited", duly authorised to appear on this
deed in virtue of a Resolution of the Board of
Directors dated twelfth (12) April one thousand
nine hundred and eighty-nine

herein annexed marked document letter 'X' for
registration, later on called the 'Emphyteuta'.

Known to me Notary.

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In the first part in virtue of this present deed the parties to this deed premise that by deeds in the Acts of Notary Victor Miller dated eleventh March of the year one thousand nine hundred and sixty, as modified by deeds in the acts of Notary Victor Miller dated the twenty second of March of the year one thousand nine hundred and sixty-three and Notary Anthony Attard dated the twenty third of June of the year one thousand nine hundred and seventy-five the Government of Malta had granted on temporary emphyteusis to the company or predecessors in title in consideration of a groundrent of one hundred pounds payable yearly in advance for a period of one hundred fifty (150) years to be reckoned from the date of the aforesaid deed the following land situated on the island of Comino, Malta.

(i) a plot of land measuring eleven and thirty five hundredths hectares, bounded on the north by the sea and on all other sides by property belonging to the Government.

(ii) a plot of land measuring seven and ninety-eight hundredths hectares, bounded on the north and on the east by the foreshore and on all other sides by property belonging to the Government together with all buildings erected thereon;

The said groundrent is revisable every thirty-three years and is to be brought to the level of monetary values prevailing at the time and such revision shall take into account the value of the pound sterling on the date of this temporary emphyteutical concession in relation to the value of money at the time of the revision.

Now in virtue of this present deed, the parties are amending the clause relating to the revision of the groundrent in the way stipulated hereunder.

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 After the first revision which is to take place on the tenth March of the year one thousand nine hundred and ninety-three in the mode and under those conditions contained in the original deed, the ground-rent shall be revisable there after every thirty-three years according to the index of inflation published for the purposes of Section ten C (10C) of the Housing (Decontrol) Ordinance one thousand nine hundred and fifty-nine, or should this law be abrogated according to the current index of Inflation applicable at that time. The ground-rent to be taken into consideration when effecting any revision is always the ground-rent as existent or revised as the case may be at the time of calculating the new revised ground-rent.

Apart from the above mentioned modification, the parties confirm all the conditions contained in the previous deeds regulating this concession.

In the second part of this deed the Government grants by way of temporary emphyteusis to the emphyteuta which accepts by same title of temporary emphyteusis:-

4,280

(A) a plot of land measuring approximately five thousand one hundred thirty nine square metres ($5139m^2$) as seen bordered in green and marked as plot B on the site plan L.D. Land Drawing two hundred sixty nine bar eighty eight annexed to this deed marked document letter 'B' and as identified on the plan here annexed marked document 'C' bounded on the east by property held on temporary emphyteusis by the emphyteuta whilst on all other sides by Government property, with all its rights and appurtenances.

The above described plot shall hereafter be referred to as the 'building land'.

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(B) (i) , a plot of land measuring approximately six thousand and ten square metres as seen bordered in yellow and marked plot letter 'A' on the plan and site plan above referred to, bounded on the North by property held on temporary emphyteusis by the emphyteuta and on all other sides by Government property.

(ii) a plot of land measuring approximately seventy-seven thousand four hundred eighty-nine square metres as seen bordered in yellow and marked plot letter 'C' on the plan and the site plan above referred to, bounded on the north by the foreshore abutting on the north Comino Channel in part and in part by property held on temporary emphyteusis by the emphyteuta, south by Government property and west by property held on temporary emphyteusis by the emphyteuta. The foreshore is being excluded from this concession.

The plots of land described in (i) and (ii) above shall be referred to as 'the park land'.

The above mentioned plots of land are situated at the Island of Comino, Malta.

The said grant is being made and accepted under the following terms and conditions:

(1) for a period to elapse on the tenth (10) March of the year two thousand one hundred and ten (2110).

(2) In consideration of the yearly aggregate groundrent of four thousand two hundred forty Maltese Liri on the basis of fifty cents per square metre for the building land and two cents per square metre for the park land payable annually in advance from today, revisable according to the

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index of inflation published for the purposes of Section 10C (ten C) of the Housing (Decontrol) Ordinance one thousand nine hundred and fifty-nine, or should this law be abrogated according to the current Index of Inflation applicable at that time. The first revision shall take place on the tenth March of the year one thousand nine hundred and ninety-three. Therein-after the groundrent shall be revised every thirty-three (33) years. The groundrent to be taken in to consideration when effecting any revision is always the groundrent as existent or revised as the case may be at the time of calculating the new revised groundrent. 10/3/93

The Company shall have the option at any time during the emphyteutical grant to expand the holiday centre by constructing further units and facilities in the parkland provided that:-

- (a) the groundrent payable for such areas of the parkland on which buildings have been constructed shall be similar to that of the building land.
- (b) all the conditions of this deed relating to building land shall apply to such extensions.
- (c) the general layout, plans, elevations, sections and specification of the proposed extension are presented to the Commissioner of Land for his approval, which approval shall not be unreasonably withheld.
- (d) this option does not exempt the Company from applying for all permits and licences required for building in terms of the laws of Malta.

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(3) The emphyteuta shall use the building land exclusively for the purposes of constructing, running and operating a holiday centre and for ancillary purposes. The Company shall plant trees in the parkland and convert such parkland into an afforestation area to the reasonable satisfaction of the Commissioner of Land.

(4) The emphyteuta is obliged to increase by the first April of the year one thousand nine hundred ninety-one the existing 'bed capacity' by at least twenty five per cent (25%) and such accommodation should qualify for a 'Four Star Rating' by competent authorities.

(5) The emphyteuta, its tenants, and users for the time being of the lands and buildings that may be erected on the lands comprised in the emphyteutical concession shall be entitled to pass and repass along all roads, squares and other places which may for the time being be of public passage on the Island of Comino.

(6) The emphyteuta shall subject to any restrictions contained in any law in Malta of general application, be entitled to sell alienate grant by title of sub-emphyteusis or let all or any part of the emphyteutical lands so long as the transferee or other acquirer or the lessee is a respectable and responsible person or company.

(7) The emphyteutashall during the period of the emphyteutical grant repair and keep in a good state of repair and from time to time when necessary rebuild, reconstruct or replace all the buildings included in this grant, if any, and all buildings and other improvements to be erected as well as the fences of any cistern, well or ditch and all rubble and boundary walls existing on the

1B. The emphyteuta shall build an emphyteutical land at its own cost, provided that the emphyteuta may remove, at its own cost and with the consent of the Director of Public Works (which consent shall not be unreasonably withheld) such rubble or boundary walls as may be necessary for the development of the said land.

(8) The emphyteuta shall be bound to carry out any obligation imposed by the law on the owners of buildings or land and the Government of Malta shall not be bound to contribute to the expense required for the carrying out of any such obligations whatever may be the remaining period of the emphyteutical grant when such obligations fall due to be carried out.

(9) The emphyteuta shall permit any person authorised by the Government at reasonable times in the daytime to enter upon the emphyteutical lands and every part thereof for the purpose of ascertaining that the conditions of this grant are being complied with.

(10) The emphyteuta shall repair at its own cost any damage which may occur not only through ordinary causes but also through fortuitous, extraordinary and unforeseen causes or by Act of God, and it shall be bound to reconstruct if necessary the buildings and other improvements existing during the period of the emphyteutical grant which may be so damaged.

(11) This emphyteutical grant shall terminate if the emphyteuta fails to pay the groundrent for three (3) years or if it has made part payments in each year and it still owes by way of groundrent a sum equal in amount to three (3) yearly payments.

(12) On termination or dissolution of this emphyteusis for any reason whatsoever, the emphyteuta

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shall hand over to the Government the emphyteutical land with any other works or improvements the emphyteuta may have carried out in a good state of repair according to Law and to the satisfaction of the Director of Works and the emphyteuta shall have no right of compensation whatever the value of such works or improvements may be.

(13) The Government shall be entitled to claim a laudemium equivalent to one year's groundrent on each transfer of this emphyteutical grant or a proportionate part of such laudemium on each transfer of any part of this emphyteutical grant. The emphyteuta shall submit a copy of the deed of such transfer within a month of the said transfer and on failing to do so, the emphyteuta would become liable to pay a penalty of one hundred Maltese Liri.

(14) The emphyteuta shall give immediate notice to the Government of the discovery of any objects or monuments of local antiquarian or archaeological importance on the land granted to him. Any such finds (in which expression shall be comprised all old remains, such as caves, tombs, wells, stone, walls, pottery, coins, bones and other objects of a similar nature) shall become ipso facto the property of the Government.

(15) On obtaining information of any such discoveries mentioned in clause fourteen (14) the Government shall have the right of access to any part of the land to which the finds purport to relate for the purpose of causing the latter to be inspected by any person delegated for the purpose and on ascertaining the existence of such finds to rescind the contract of emphyteusis in respect only of the area where such archaeological remains are or may be found and the groundrent shall be accordingly reduced in proportion to the area of the land taken over. In such a case, the

1 Emphyteuta will only be entitled to claim compensation for the extent of actual value of such works as it may have carried out on that part of the land and it shall not be entitled to other compensation of any kind.

(16) 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.

(17) As to other terms and conditions, the parties make reference to the rules contained in the Civil Code in relation to the contract of emphyteusis, so long as these rules are not incompatible with this deed.

In warranty of the obligations undertaken by the emphyteuta in this deed and especially the payment of groundrent the emphyteuta hypothecates all its property present and future in general and this besides the special privilege competent to the Government according to law.

Stamp Duty amounts to (QM2150) two thousand one hundred and fifty Malta Liri

A permit issued by the Ministry of Finance under the Acquisition of Immovable property by non-Residents Act is here annexed marked document 'F'.

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.

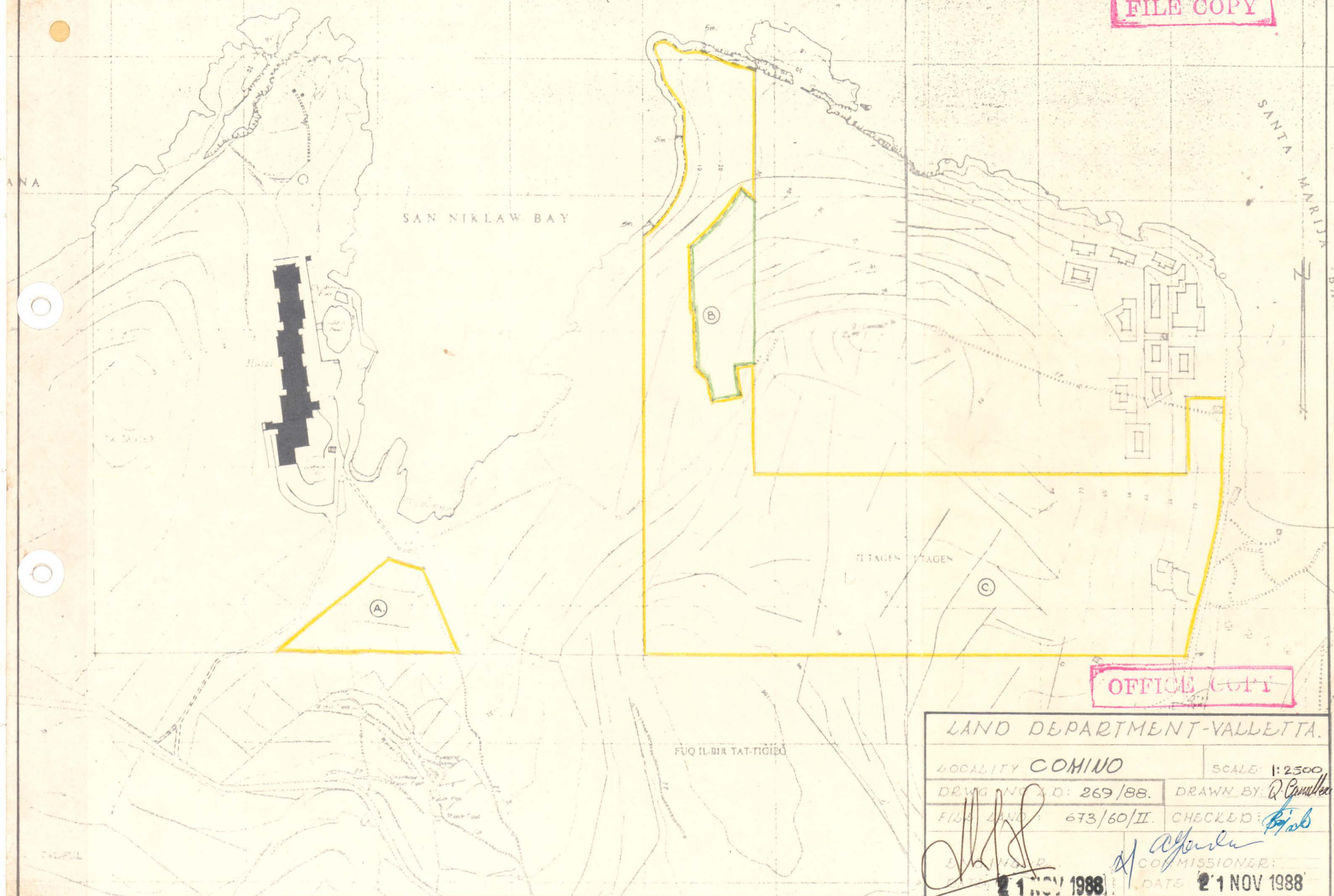
Sgd:- Hansjorg Schweigler

Adriano Gouder

Vincent Miceli - Notary Public in Malta at
the Land Department.

FLIEGU TA'GHAWDEX
(NORTH COMINO CHANNEL)

FILE COPY



OFFICE COPY

LAND DEPARTMENT-VALLETTA.	
LOCALITY COMINO	SCALE: 1:2500
DRWG NO: 269/88.	DRAWN BY: <i>R. Camilleri</i>
FILE NO: 673/60/II.	CHECKED: <i>B. J. B.</i>
<i>[Signature]</i>	COMMISSIONER:
21 NOV 1988	DATS 21 NOV 1988

IL-FLIEGU TA' GHAWDEX
(NORTH COMINO CHANNEL)

X

Comino

GRAR DRANA

SAN NIKLAJ BAY

B

AREA
(CIRCA 71 TUNNELS)
(11.10.1963)

A

AREA
(CIRCA 101 TUNNELS)
(11.10.1963)

COMINO
(KEMMURETT)

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IL-FLIEGU TA' MALTA
(SOUTH COMINO CHANNEL)

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(SOUTH COMINO CHANNEL)

SCALE 1:2500

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0 50 100 150 200 250 300 350 400 450 500 550 600 650 700 750 800 850 900 950 1000 1050 1100 1150 1200 1250 1300 1350 1400 1450 1500 1550 1600 1650 1700 1750 1800 1850 1900 1950 2000

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FORM NO

L.D. III/75

FIG 6

LAUD

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LAND DEPARTMENT

DEUTISSECH

COMMISSIONED

DATE 21/11/75

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