

RIŻOLUZZJONI DWAR TRASFERIMENT TA' PROPRJETÀ

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

Billi hija l-politika tal-Gvern li jippromovi l-industrija tat-turiżmu fil-Gzejjer Maltin, b'enfasi speċjali fil-qabża ta' kwalità, u dan sabiex jiġi ġġenerat ġid ekonomiku u jinholqu impjegi li jkunu ta' sostenn u kontribut għall-ekonomija Maltija, kif ukoll hija politika tal-Gvern li jiġi ssalvagwardjat wirt storiku u patrimonju nazzjonali sabiex dan jibqa' jitgawda u jiġi apprezzat mill-generazzjonijiet tal-lum u għada biex b'hekk tithares ukoll l-identità Maltija.

Illi permezz ta' kuntratt fl-atti tan-Nutar Vincent Miceli datat 24 ta' Jannar 2005 (imsejjah "Il-Kuntratt Originali"), il-Gvern ta' Malta kien għadda b'titolu ta' ċens temporanju, għall-perjodu ta' 87 sena li jiskadi fit-12 t' April 2092, lill-kumpaniji (kollettivament imsejha "L-Emfitewta") Fort Chambray Limited (C12056), Forti Resort Hotel Limited (C17129) u Forti Development Limited (C17128), is-sit magħruf bhala Forti Chambray ġewwa Għajnsielem, Għawdex b' qies globali ta' 98,584m² hekk kif muri bl-aħmar fuq il-pjanta P.D. No.: 254_2004, dokument anness bir-referenza DOC 1. Dan il-qies globali kien maqsum fi tliet żoni:

- 1) Iż-żona msejha "Hotel Area" b'qies ta' 10,021m² li kienet maħsuba sabiex tinbena lukanda (murija b'kulur isfar fuq il-pjanta P.D. No.: 254_2004, dokument anness bir-referenza DOC 1),
- 2) Iż-żona msejha "Residential Area" b' qies ta' 47,370m² li kienet maħsuba għall-żvilupp ta' kumplessi residenzjali (murija b'kulur blu fuq il-pjanta imsemmija), u
- 3) Iż-żoni msejha "Other Areas" b'qies totali ta' 41,193m² li kienet tinkludi siti ta' importanza storika primarjament il-Polverista, in-"Knight Barracks", in-"Knights Bakery" u l-Fortifikazzjonijiet, kif ukoll spazji oħra miftuħa li kienu maħsuba li jibqgħu tant u ma jiġux żviluppatti (murija b'kulur aħdar fuq il-pjanta msemmija).

Illi dan Il-Kuntratt Originali ġie emendat bi tliet kuntratti notarili oħra matul is-snin. Dawn huma l-kuntratt datat 17 t' April 2007 fl-atti tan-Nutar Vincent Miceli u żewġ kuntratti separati t-tnejn datati 20 t' Awwissu 2010 fl-atti tan-Nutar Diana Charles. F'dawn il-kuntratti l-Gvern ta' Malta, fost tibdil f'ċerta kundizzjonijiet li jinstabu fil-Kuntratt Originali, ittrasferixxa lill-emfitewta d-dirett dominju temporanju għall-perjodu rimanenti li jiskadi fit-12 t' April 2092 u t-titlu b'mod assolut wara l-iskadenza taċ-ċens imsemmi permezz ta' fidi tal-istess ċens iż-żoni residenzjali inklużi l-istrutturi fis-sotterran, immarkati bil-kulur blu u l-kulur ċelesti msemmija

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“Area 3” u “Area 2” rispettivament fuq il-pjanta P.D. No.: 254_2004_3 (Dokument anness bir-referenza DOC 2). L-Emfitewta intrabtu wkoll bl-obbligazzjoni li jibnu lukanda ta’ 4 stiel u ta’ mhux anqas minn mitt sodda bil-bini b’faċilitajiet anċillari kollu neċessarju li tirrikjedi lukanda f’post fuq il-parti immarkata bil-kulur aħdar u imsemmija “Area 1” fuq l-istess pjanta msemmija (DOC 2).

Għaldaqstant is-sitwazzjoni fis-sit tal-Forti Chambray (is-sit emfitewtiku) sal-lum il-ġurnata hija li ġew żviluppanti b’mod komplet il-partijiet fejn ġew mibnija residenzi fiż-żoni mmarkati bil-kulur blu u l-kulur ċelesti u imsemmija “Area 3” u “Area 2” fuq il-pjanta (DOC 2) u li ġew mibnija strutturi li għadhom fi stat ta’ ġebel u saqaf fiż-żona mmarkata bil-kulur aħdar u msemmija “Area 1” fuq l-istess pjanta (DOC 2), liema strutturi għadhom mhux lesti u ilhom f’ dan l-istat għal numru ta’ snin mingħajr l-ebda pjan realistiku ta’ xi terminu definittiv biex jitlestew b’ mod komplet. Sa llum il-ġurnata ma sar l-ebda żvilupp fuq il-bini tal-lukanda u l-faċilitajiet anċillari ta’ magħha fuq “Area 1” ta’ fuq il-pjanta msemmija. L-Emfitewta wettqu xogħol ta’ restawr fuq partijiet tal-fortifikazzjonijiet sal-konfini u sal-ammont stipulat f’Artiklu 16 tal-Kuntratt Originali, jiġifieri sal-massimu ta’ investiment kapitali ta’ mitejn elf lira Maltin (Lm 200,000). Madanakollu, il-fortifikazzjonijiet jeħtieġu intervent urgenti u estensiv permezz ta’ xogħlijiet varji, liema xogħlijiet jinkludu t-tishiħ tat-terren sottostanti l-istess fortifikazzjonijiet.

L-Emfitewta jinsab f’negozzjati ma’ grupp ta’ investituri (imsejha “Ix-Xerreja”) li lesti jintrabtu in solidum u jaċċettaw li jakkwistaw sugġett għas-segweni termini u kundizzjonijiet indikati fil-kuntratt ta’ varjazzjoni:

- 1) L-utile dominju temporanju fit-totalità applikabbli għaž-żmien rimanenti miċ-ċens originali (jiġifieri sal-2092) taż-żona mmarkata bil-kulur blu fuq il-pjanta l-ġdida P.D. No.: 254A_2004_4 (dokument anness bir-referenza DOC 3) u msemmija “Hotel/Residence Site”. Il-“Hotel Residence Site” għandha qies ta’ circa 36,725m² u tikkonsisti:
 - i) Fiż-żona originarjament imsemmija bħala “Area 1” u mmarkata bl-aħdar fuq il-pjanta originali P.D. No.: 254_2004_3 (DOC 2), li hija maħsuba prinċipalment għall-iżvilupp tal-lukanda u bini residenzjali, li jinkludi l-“hotel footprint” li għad irid jiġi identifikat f’termini ta’ permessi tal-Awtorità tal-Ippjanar, kif ukoll jinkludi l-binja residenzjali magħrufa bħala “Dar it-Tabib”.
 - ii) Il-proprjetajiet immobbli li kienu nkluzi fiż-żoni u msejha “Other Areas” fil-Kuntratt Originali. Dawn huma l-proprjetajiet immobbli magħrufa bħala “Il-Polverista”, “Knights’ Bakery”, “Knights’ Barracks”; u
 - iii) Fl-art kollha (sotterran) li tinsab taħt il-“Hotel Residence Site” kif ukoll iż-żona mmarkata bil-vjola fuq il-pjanta l-ġdida addizzjonali P.D. No.: 254A_2004_2 (DOC 4).

- 2) L-utile dominju temporanju li jiskadi fit-12 t' April 2092 taż-żona mmarkata bil-kulur roża fuq il-pjanta l-ġdida P.D. No.: 254A_2004_4 (DOC 3) magħrufha bħala "Other Areas Site" b'kejl ta' circa 21,230m², u li tinkludi parti sostanzjali mill-proprjetajiet immobbli li ġew inklużi fiż-żoni deskritti u msemmija "Other Areas" fil-Kuntratt Originali, minbarra dawk inklużi fil-"Hotel Residence Site" msemmija hawn fuq. Illi bħala punt ta' kjarizza, il-parti mill-"Other Areas" kif deskritta fil-kuntratt originali li tinsab adjaċenti mat-triq pubblika (immarkata bil-kulur ċelesti fuq il-pjanta DOC 3) għandha tinzamm mill-Emfitewta.
- 3) Il-proprjetà bit-titlu assolut ma' sidien oħrajn ġewwa is-sit kollu ta' Fort Chambray li jinkludi il-Kumpless Residenzjali taż-żoni ġenerali kollha komunali u t-toroq, mogħdijiet, aċċessi u żoni komunali inklużi u mhux limitatament dawk immarkati bl-aħdar fuq il-pjanta l-ġdida P.D. No.: 254A_2004_4 (DOC 3) u nklużi l-aċċessi u toroq kollha li jwasslu mis-sit ta' Fort Chambray għat-toroq prinċipali.

U billi l-Gvern ta' Malta permezz tal-Awtorità tal-Artijiet, ha in konsiderazzjoni tal-qagħda tal-iżvilupp tal-proġett ta' Forti Chambray u fid-dawl għall-mod kif qed jiġi propost li jitkompla dan il-proġett kif oriġinarjamant kien mixtieq. Billi jehtieg li jsiru xogħlijiet estensivi hawn fuq imsemmija ta' restawr biex jiġi salvat wirt storiku ta' pajjiżna, kif ukoll il-Gvern qed jara li s-sit tal-Forti Chambray jkompli jiġi żviluppat u komplut kif oriġinarjamant kien maħsub sabiex dan is-sit jilhaq il-veru potenzjal tiegħu, qed jipproponi kuntratt fi stadju ta' abbozz imsejjaħ "Il-Kuntratt ta' Varjazzjoni" (dokument anness bir-referenza DOC A).

Illi huwa propost li permezz ta' Kuntratt ta' Varjazzjoni, kopja ta' liem hawn anness bħala DOC A, bejn l-Awtorità tal-Artijiet, f' isem il-Gvern ta' Malta, u l-Emfitewta (Fort Chambray Limited, Forti Resort Hotel Limited u Forti Development Limited):

- I. Jingħata kunsens lill-Emfitewta sabiex jkunu jistgħu jittrasferixxu il-"Hotel Residence Site" u "Other Areas Site" lill-terzi. Dawn is-siti huma mmarkati fuq il-pjanta l-ġdida P.D. No.: 254A_2004_4 (DOC 3);
- II. Isiru kjarifikazzjonijiet u proviżjonijiet relatati fuq il-lukanda fil-konfini tal-"Hotel Residence Site";
- III. Isiru kjarifikazzjonijiet u proviżjonijiet relatati mal-porzjon residenzjali (imsejjaħ "Net Residence Site") fil-konfini tal-"Hotel Residence Site" iżda li jeskludi iż-żona tal-lukanda;
- IV. Isiru kjarifikazzjonijiet u proviżjonijiet relatati mal-"Other Areas" fil-konfini tal-"Hotel Residence Site" jew fl-"Other Areas Site".
- V. Diviżjoni taċ-ċens relattiv;
- VI. Xogħlijiet fuq il-fortifikazzjonijiet.

Jiġi Riżolut

U billi fl-artiklu 31, sub-artiklu (ċ) ta' Taqsima III tal-Att dwar Artijiet tal-Gvern (Kapitolu 573), huwa maħsub li art li tkun proprjetà tal-Gvern jew amministrata minnu tista' tiġi trasferita, jew jista' jsir tibdil ta' xi kundizzjoni, skond riżoluzzjoni speċjali tal-Kamra tad-Deputati li tkun fis-seħħ fil-waqt tat-trasferiment. Għalhekk huwa b'dan riżolut illi l-kuntratti emfitewtiċi temporanji

- a) L-att oriġinali tan-Nutar Vincent Miceli datat 24 ta' Jannar 2005,
- b) L-att numru 56 tan-Nutar Vincent Miceli datat 17 t'April 2007,
- c) L-att numru 166 tan-Nutar Diana Charles datat 20 t' Awwissu 2010, u
- d) L-att numru 167 tan-Nutar Diana Charles ukoll datat 20 t' Awwissu 2010

jiġu modifikati skond il-pattijiet u l-kundizzjonijiet fl-abbozz tal-Kuntratt ta' Varjazzjoni hawn anness.



Onorevoli Stefan Zrinzo Azzopardi

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

Enc. Abbozzi:

DOC A – Kuntratt ta' Varjazzjoni

Pjanti:

DOC 1 – P.D. No.: 254_2004

DOC 2 – P.D. No.: 254_2004_3

DOC 3 – P.D. No.: 254A_2004_4

DOC 4 – P.D. No.: 254A_2004_2

Today,

Number

Agreement

Before me Doctor of Laws _____, a Notary Public, duly admitted and sworn have personally appeared after I the undersigned Notary have ascertained the identity of the parties hereto and/or their representatives hereon according to Law, by means of the herein mentioned official documents:-

Of the first part, Robert Noel Vella, married, a son of Joseph Lawrence Vella and Carolina Vella at birth Cassar, born in Zejtun on the 12th January 1969 and residing at Mellieha holder of Maltese identity card number 0048869M in his capacity as Chief Executive Officer of the Lands Authority, who is appearing on this deed in the name, for and on behalf of the Government of Malta, as duly authorised by virtue of a resolution of the Board of Governors of the Lands Authority a copy of which is annexed to this deed and marked Document "A", hereinafter referred to as the "**Government of Malta**" or the "**Government**" or the "**Grantor**";

Of the second part, Doctor of Laws Michael Caruana, Director, son of the late Joseph Caruana and Josephine Caruana nee Debrincat born and residing in Victoria, Gozo, holder of identity card number 27058(G), who appears hereon for and on behalf of the following limited liability companies, namely "Fort Chambray Limited", duly incorporated under the laws of Malta, having Company Registration number C12056, having its registered office situated at 57, Republic Street, Victoria, Gozo, "Forti Resort Hotel Limited". duly incorporated under the laws of Malta, having Company Registration number C17129, having its registered office situated at 57, Republic Street, Victoria, Gozo, and "Forti Development Limited". duly incorporated under the laws of Malta, having Company Registration number C17128, having its registered office situated at 57, Republic Street, Victoria, Gozo, as duly authorized in virtue of the resolutions attached to deed in my records bearing date

_____ and respectively marked documents "B", "C" and "D", jointly and severally between them, and collectively referred to as the "**Company**" or the "**Emphyteuta**".

The parties to this deed premise that in virtue of a deed in the records of Notary Vincent Miceli dated the twenty fourth (24th) day of January of the year two thousand and five (2005) (hereinafter such deed referred to as the "**Original Emphyteutical Deed**"), the Government granted by title of temporary emphyteusis to run from the twenty fourth (24th) day of January of the year two thousand and five (2005) until the twelfth (12th) day of April of the year two thousand and ninety two (2092) to the Company, the immovables at Ghajnsielem, Gozo having an overall area of approximately ninety eight thousand five hundred and eighty four square metres (98,584 sq.m.) and bounded on the North by Government property, on the West by an unnamed road and on the South partly by Government property and partly by property of unknown persons and shown bordered in red on a Plan, including in it a Survey Sheet, and indicated as Property Drawing number two hundred and fifty four underscore two thousand and four (P.D.254_2004), marked document "X" attached for registration to the aforementioned Original Emphyteutical Deed. These immovables consist of the following:

- (a) an area, including all improvements found thereon without name and number and having an area of circa ten thousand and twenty one square metres (10,021 sq.m.) and bounded on North East and West by the area granted on emphyteusis as described above and on the East and South by property of unknown persons and bordered in yellow on the said Plan including in it a Survey Sheet indicated as P.D.254_2004 and marked document "X" and attached to the aforementioned Original Emphyteutical Deed, later on in such Original Emphyteutical Deed referred to as the "Hotel Area" and including the boundary wall, where it is the boundary of the emphyteutical grant;
- (b) an area, including all improvements built thereon without name and number and having an area of circa forty seven thousand three hundred and seventy square metres (47,370

sq.m.) and bounded on North, West and East by the area granted on emphyteusis as described above and on the South by property of unknown persons and bordered in blue on the said Plan including in it a Survey Sheet indicated as P.D.254_2004 and marked document "X" and attached to the aforementioned Original Emphyteutical Deed, such area including the immovable property known as 'Dar it-Tabib' without number and with the main entrance abutting on an open space and bounded on all sides by the land granted on emphyteusis as described above and as shown coloured in pink on the said plan, later on in such Original Emphyteutical Deed referred to as the "Residential Area" and including the boundary wall, where it is the boundary of the emphyteutical grant. Included also in this area are all the underground structures;

(c) other areas having a total area of circa forty one thousand, one hundred and ninety three square metres (41,193 sq.m.) and bounded on the North by Government property, on the West by an unnamed road and on the East by Government property and bordered in green on the said Plan including in it a Survey Sheet indicated as P.D.254_2004 and marked document "X" and attached to the aforementioned Original Emphyteutical Deed. Such areas include:

- the immovable properties known as the Knights Barracks, without number and with the main entrance abutting on an open space forming part of the emphyteutical land and bounded on all sides by the property being granted on emphyteusis, as shown coloured in cyan on the said plan P.D.254_2004;
- the Knights Bakery without number and accessible from an open space forming part of the land granted on emphyteusis above described, bounded on all sides by the property being granted on emphyteusis, as shown coloured in orange on the said plan P.D.254_2004;

- Il-Polverista, without number and with the main entrance abutting on an open space of the emphyteutical land and bounded on all sides by the property being granted on emphyteusis, as shown coloured in magenta on the said plan P.D.254_2004; and
- The Fortifications, without number and with the main entrance accessing the road leading to Imgarr and bounded on the North by Government property, on the West by an unnamed road and on the East by Government property, as shown coloured in brown on the said plan P.D.254_2004.

The emphyteutical grant under the said Original Emphyteutical Deed was granted for an annual and temporary ground-rent of twenty eight thousand, one hundred and eighty five Euro and forty two cents (€28.185.42) equivalent to twelve thousand one hundred Malta Liri (Lm12,100) payable yearly in advance and administratively sub-divided as follows:

- (i) Twenty two thousand, five hundred and thirty nine Euro and two cents (€22.539.02) equivalent to nine thousand six hundred and seventy six Malta Liri (Lm9,676) over the "Residential Area" out of which one thousand one hundred and sixty four Euro and sixty nine cents (€1.164.69) equivalent to five hundred Malta Liri (Lm500) are attributable to the underground structures referred to in paragraph letter (b) of Article three (3) of the Original Emphyteutical Deed and the remaining twenty one thousand, three hundred and seventy four Euro and thirty three cents (€21.374.33) equivalent to nine thousand one hundred and seventy six Malta Liri (Lm9,176) are attributable to the "residential Units" (as defined in the Original Emphyteutical Deed);
- (ii) Three thousand, three hundred and seventeen Euro and three cents (€3,317.03) equivalent to one thousand four hundred and twenty four Malta Liri (Lm1,424) over the "Hotel Area"; and

- (iii) Two thousand three hundred and twenty nine Euro and thirty seven cents (€2,329.37) equivalent to one thousand Malta liri (Lm1,000) over the "Other Areas".

The ground-rent is revisable on the expiration of five (5) years from the twenty fourth (24th) of January of the year two thousand and five (2005) and every five (5) years thereafter.

The emphyteutical grant under the Original Emphyteutical Deed was made and accepted against the payment of a premium of three million, four hundred and ninety four thousand and sixty Euro (€3,494.060) equivalent to one million and five hundred thousand Malta Liri (Lm1,500,000).

Whereas transferability of the immovables was restricted as contemplated in article six (6) of the Original Emphyteutical Deed.

Whereas by virtue of a deed in the records of Notary Vincent Miceli dated the seventeenth (17th) day of April of the year two thousand and seven (2007) (hereinafter such deed referred to as the "**First Emphyteutical Deed Supplement**"), the Government transferred to the Company the directum dominium temporaneum for the remaining period elapsing on the twelfth (12th) of April of the year two thousand and ninety two (2092) and the absolute ownership thereafter of the site forming part of the property granted on emphyteusis pursuant to the Original Emphyteutical Deed and referred to therein as "Phase One" of the "Residential Area", namely the site shown bordered in orange on plan indicated as Property Division number two hundred and fifty four underscore two thousand and four underscore one (P.D.254_2004_1), marked document "Y" attached to the aforementioned Original Emphyteutical Deed, having an area of fourteen thousand one hundred and sixty two square metres (14,162 sq.m.) and bounded on all sides by Government property held on temporary emphyteusis by the Company or more correct boundaries, excluding however the temporary directum dominium and absolute ownership thereafter of the underground structures consisting of garages, car spaces and stores, but including in such transfer any services or utilities that may be passing through, over or under such underground garages, garage spaces or stores and

servicing wholly or partially all the other 'benefikati' constructed on the said site. This transfer was made after completion of the said "Phase One" of the "Residential Area" as contemplated in article six (6) of the Original Emphyteutical Deed.

Whereas by virtue of a deed in the records of Notary Diana Charles between the Government and the Company dated the twentieth (20th) day of August of the year two thousand and ten (2010) (hereinafter such deed referred to as the "**Second Emphyteutical Deed Supplement**"), the parties to such Second Emphyteutical Deed Supplement agreed to modify the Original Emphyteutical Deed as follows:

- (i) Notwithstanding what is stated in the Original Emphyteutical Deed and in particular articles four (4) and six (6) thereof, the Government gave its consent to the Company to be able to purchase and acquire the temporary directum dominium and absolute ownership thereafter relative to the underground structures underlying "Phase One" of the "Residential Area" (as referred to and/or defined in the Original Emphyteutical Deed) with all their rights and appurtenances as shown hatched blue and marked as Area three (3) on the plan indicated as Property Division number two hundred and fifty four underscore two thousand and four underscore three (P.D.254_2004_3), marked document "X" and attached to the said Second Emphyteutical Deed Supplement, on condition that such underground structures are completed as defined in the Original Emphyteutical Deed and certified accordingly as stated therein. It was agreed that the said sale should take place for the price stated in the Original Emphyteutical Deed in respect of such transfers. It was also agreed that after the acquisition of the temporary directum dominium and absolute ownership thereafter the Company would be free to transfer said underground structures and common parts thereof with all the rights and appurtenances to third parties.
- (ii) Notwithstanding what is stated in the Original Emphyteutical Deed and in particular articles four (4) and six (6) thereof, the Government gave its consent and permission to the

Company, limitedly in respect of the area hatched in cyan and marked as Area two (2) on the plan indicated as Property Division number two hundred and fifty four underscore two thousand and four underscore three (P.D.254_2004_3) attached to the said Second Emphyteutical Deed Supplement, to transfer to third parties (a) completed individual residential units, including common parts thereof with all their rights and appurtenances and (b) completed underground structures including common parts thereof with all their rights and appurtenances on condition that the temporary directum dominium and absolute ownership thereafter of the whole area cross hatched in cyan and marked as Area two (2) on the said attached plan P.D.254_2004_3 is purchased by the Company prior to effecting any transfers to third parties. It was agreed that the said transfer should take place for the price stated in the Original Emphyteutical Deed in respect of such transfers. It was also agreed that once the Company purchased the temporary directum dominium and absolute ownership thereafter the Company would be free to effect transfers of such immovables including any common parts with all their rights and appurtenances to third parties.

(iii) The Company and its successors in title assumed in favour of the Government of Malta the obligation to construct a hotel with all necessary amenities on the part of the immovable hatched in green and marked as Area one (1) on the plan P.D.254_2004_3 attached to the said Second Emphyteutical Deed Supplement and this under the following terms and conditions:-

- (a) The hotel shall not have less than one hundred (100) beds and shall be at least of four star standard with attendant facilities.
- (b) The hotel shall be constructed, finished and fully operational as a hotel by not later than forty-eight (48) months from the issue of the Full Development Permit by the Malta and Environment Planning Authority (MEPA).

- (c) Notwithstanding what is stated in the Emphyteutical Deed, the Company shall be entitled to transfer the temporary utile dominium of the hotel footprint to third parties on condition that a valid MEPA permit for the construction of a hotel exists and subject to the condition that it can only be used as a hotel. Furthermore, the prospective acquirer of the temporary utile dominium has to be acceptable to the Government of Malta. The acceptance will be expressed in writing and cannot be unreasonably refused.

- (d) The utilista pro tempore of the hotel footprint will have the right to purchase the temporary directum dominium and absolute ownership thereafter at any time, after three (3) months from the date when the hotel becomes operational. The restriction in respect of the use will remain valid and operative as a perpetual servitude notwithstanding the transfer of the temporary directum dominium and absolute ownership thereafter. Any change in use shall only be made if the Government of Malta gives a written consent for such a change.

It was agreed that the assumption of this obligation and the conditions imposed above supersede any restriction imposed in the Original Emphyteutical Deed.

- (iv) In respect of the remaining parts of the immovable hatched in green and marked as Area one (1) on the plan P.D.254_2004_3 attached to the said Second Emphyteutical Deed Supplement which are not affected by the hotel footprint as described above, the Government of Malta gave its consent and permission to the Company to transfer any completed residential unit/s with relative common parts with all their rights and appurtenances or any completed underground structure with relative common parts with all their rights and appurtenances to third parties on condition that:-

- (a) The temporary directum dominium and absolute ownership thereafter is already acquired by the Company; and
- (b) The hotel footprint is identified and covered by a valid MEPA permit.

It was agreed that the Company may purchase and acquire the temporary directum dominium and absolute ownership thereafter as soon as the identified hotel footprint is covered by a valid MEPA permit.

Whereas by virtue of another deed in the records of Notary Diana Charles between the Government and the Company also dated the twentieth (20th) day of August of the year two thousand and ten (2010) (hereinafter such deed referred to as the “**Third Emphyteutical Deed Supplement**”), the Government transferred to the Company the directum dominium temporaneum for the remaining period elapsing on the twelfth (12th) of April of the year two thousand and ninety two (2092) and the absolute ownership thereafter:

- (a) of the underground structures underlying “Phase One” of the “Residential Area” (as referred to and/or defined in the Original Emphyteutical Deed) with all their rights and appurtenances, as shown hatched in blue and marked as Area three (3) on the plan indicated as Property Division number two hundred and fifty four underscore two thousand and four underscore three (P.D.254_2004_3) attached to the Second Emphyteutical Deed Supplement; and
- (b) the site shown bordered in cyan on the plan P.D.254_2004_3 attached to the said Second Emphyteutical Deed Supplement, having an area of thirteen thousand nine hundred and fourteen square metres (13,914 sq.m.) and bounded on all sides by Government property held on temporary emphyteusis by the Company or more correct boundaries, which comprises part of “Phase Two” of the “Residential Area” as such terms are referred to and /or defined in the Original Emphyteutical Deed, together with its underlying structures,

for a total agreed price of one hundred and seventy three thousand, five hundred and sixty one Euro (€173,561).

The abovementioned Original Emphyteutical Deed, as supplemented and/or amended by the First Emphyteutical Deed Supplement, the Second Emphyteutical Deed Supplement and Third Emphyteutical Deed Supplement are hereinafter collectively referred to as the “**Emphyteutical Deed**”.

Up to today the Company has therefore purchased the temporary directum dominium and absolute ownership thereafter of “Phase One” of the “Residential Area” as referred to and/or defined in the Original Emphyteutical Deed and part of “Phase Two” of the said “Residential Area” referred to and/or defined therein consisting of the area marked as Area two (2) on plan P.D.254_2004_3 attached to the Second Emphyteutical Deed Supplement, together with the temporary directum dominium and absolute ownership thereafter of the respective underlying structures, and has subsequently transferred completed residential units and underlying structures from the same areas together with common parts thereof.

In order to facilitate and expedite the progress and completion of the development of Fort Chambray, the parties have agreed to further supplement and amend the Emphyteutical Deed.

The term “Emphyteutical Land”, wherever it appears in this deed, shall refer to the Emphyteutical Land as defined in the Original Emphyteutical Deed.

Having premised the above, **the parties to this deed agree as follows:**

- 1. Consent to transfer of Hotel/Residence Site and Other Areas Site**

1.1 Notwithstanding what is stated in the Emphyteutical Deed, in particular but without limitation in articles six (6) and twelve (12) of the Original Emphyteutical Deed and in the Second Emphyteutical Deed Supplement, the Company is hereby being allowed to transfer to one or more third parties (the “**Hotel/Residence Site Transferees**”), at any time hereafter, the temporary utile dominium for the applicable remaining unexpired period of the whole or any part of the divided portion of the Emphyteutical Land (as defined in the Emphyteutical Deed) measuring approximately thirty six thousand seven hundred and twenty five square metres (36,725sq.m.), which divided portion is hatched in blue on the plan PD 254A_2004_4 marked as document ‘B’ attached to this deed, which divided portion includes ‘inter alia’: (a) the area marked as Area one (1) and hatched in green on the plan indicated as P.D.254_2004_3 and marked document “X” attached to the Second Emphyteutical Deed Supplement, which is intended mainly for the development of a hotel and residential units thereon, including the "hotel footprint" yet to be identified thereon as per Planning Authority permits still to be determined in respect thereof, and including also the residential premises known as ‘Dar it-Tabib’ as marked on the said plan PD254A_2004_4 marked as document ‘B’ attached hereto and also shown bordered in pink on the plan indicated as P.D.254_2004 and marked document “X” attached to the Original Emphyteutical Deed, (b) certain immovable properties which were included in the areas described and defined as “the Other Areas” in the Original Emphyteutical Deed as bordered in green on the plan P.D.254_2004 as attached to such Original Emphyteutical Deed, including the immovable properties known as il-Polverista, the Knights’ Bakery, the Knights’ Barracks and part of the Fortifications, as well as (c) all the underlying land underlying the said divided portion of land highlighted in blue on the plan PD254A_2004_4 marked as document ‘B’ attached hereto, including without limitation the garage spaces underlying such divided portion of land, with all their rights and appurtenances, having an area of approximately three thousand nine hundred and ten square meters (3,910 sq.m.) as indicated shaded in purple on the left hand side of

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the entrance road through the tunnel on the plan marked as PD254A_2004_2 attached to this deed as document 'C', hereinafter collectively referred to as the "**Hotel/Residence Site**".

For the avoidance of doubt, for the purposes hereof "hotel footprint" shall include such areas within the Hotel/Residence Site where the hotel building/s as well as all its external areas and amenities and underground structures and areas relating to it, and also all relative common parts and common areas, will be situated, as per Planning Authority permits still to be determined.

- 1.2 For the avoidance of doubt, it is hereby agreed that the Company may, subject to the terms and conditions of this deed, transfer the temporary utile dominium of the Hotel/Residence Site or any part thereof for the unexpired period of temporary emphyteusis to the Hotel/Residence Site Transferees, at any time after this deed, before actual development and/or completion thereof or of any part of the Emphyteutical Land (as defined in the Emphyteutical Deed) and without the requirement that the Company acquires from the Government the temporary directum dominium and the full ownership thereof before such transfer and without the requirement that the hotel footprint or any other part of the said Hotel/Residence Site is first covered by a planning permit, for such Hotel/Residence Site Transferees or, where permitted hereunder, their successors in title, to develop and/or complete and/or transfer themselves, as permitted and subject to the provisions of the Emphyteutical Deed as further amended and/or supplemented by the provisions hereof.
- 1.3 Notwithstanding what is stated in the Emphyteutical Deed, in particular but without limitation in articles six (6) and twelve (12) of the Original Emphyteutical Deed and in the Second Emphyteutical Deed Supplement, the Company is hereby allowed to transfer to one or more third parties (the "**Other Areas Site Transferees**"), at any time hereafter, the temporary utile dominium for the applicable remaining unexpired period of the whole or any part of the divided

portion of the Emphyteutical Land (as defined in the Emphyteutical Deed) measuring approximately twenty one thousand two hundred and thirty square metres (21,230 sq.m.), which divided portion is shaded in pink on the plan PD254A_2004_4 marked as document 'B' attached to this deed, which divided portion includes a substantial part of the immovable properties which were included in the areas described and defined as "the Other Areas" in the Original Emphyteutical Deed as bordered in green on the plan P.D.254_2004 as attached to such Original Emphyteutical Deed, hereinafter collectively referred to as the "**Other Areas Site**".

1.4 For the avoidance of doubt, it is hereby agreed that the Company may, subject to the terms and conditions of this deed transfer the temporary utile dominium of the Other Areas Site or any part thereof for the unexpired period of temporary emphytuesis to the Other Areas Site Transferees, at any time after this deed, before completion of restoration thereof, where applicable, and before development and/or completion of any part of the Emphyteutical Land (as defined in the Emphyteutical Deed) and without the requirement that the Company acquires from the Government the temporary directum dominium and the full ownership of any parts of such Emphyteutical Land before such transfer, for such Other Areas Site Transferees or, where permitted hereunder, their successors in title, to restore, where applicable, and/or transfer themselves, as permitted and subject to the provisions of the Emphyteutical Deed as further amended and/or supplemented by the provisions hereof.

1.5 For the avoidance of doubt:

(a) where there are two or more Hotel/Residence Site Transferees to which there has been transferred the temporary utile dominium for the applicable remaining unexpired period of different parts of the Hotel/Residence Site, then references in this deed to the Hotel/Residence Site Transferees shall be construed as references to each of them with respect to the part or

parts of the Hotel/Residence Site transferred to them respectively, and each of them shall have the rights and obligations of the Hotel/Residence Site Transferees hereunder by reference to the part or parts of the Hotel/Residence Site so transferred to them respectively; and

- (b) where there are two or more Other Areas Site Transferees to which there has been transferred the temporary utile dominium for the applicable remaining unexpired period of different parts of the Other Areas Site, then references in this deed to the Other Areas Site Transferees shall be construed as references to each of them with respect to the part or parts of the Other Areas Site transferred to them respectively, and each of them shall have the rights and obligations of the Other Areas Site Transferees hereunder by reference to the part or parts of the Other Areas Site so transferred to them respectively.

1.6 Any such transfer by the Company of the Hotel/Residence Site and/or the Other Areas Site and/or any part thereof as aforesaid shall be made:

- (a) subject to the obligation of the Hotel/Residence Site Transferees and/or the Other Areas Site Transferees, as applicable, to pay the proportionate part of the ground-rent burdening the Emphyteutical Land (as defined in the Emphyteutical Deed) as is attributable to the relevant portion of the property being transferred, on the basis of the division of ground-rent being made by virtue of clause three (3) hereof, as such division may need to be further sub-divided in proportion to the separate parts involved in the transfer, as applicable;
- (b) as regards the transfer of the Other Areas Site and/or any immovable properties within the Hotel/Residence Site which were included in the areas described and defined as "the Other Areas" in the Original Emphyteutical Deed and/or any part thereof, the transfer shall be

subject to the payment to the Government of a laudemium equivalent to the amount of ground-rent due for one (1) year burdening the relevant portion of the property being transferred, on the basis of the division of ground-rent being made by virtue of clause three (3) hereof, as such division may need to be further subdivided in proportion to the separate parts involved in the transfer, as applicable; and

(c) subject to the terms and conditions attaching or relating to the respective sites / portions of the property being transferred as set out in the Emphyteutical Deed as further amended and/or supplemented by the provisions hereof.

1.7 Furthermore, the prospective Hotel/Residence Site Transferees and/or the Other Areas Site Transferees, as applicable, have to be acceptable to the Government of Malta. The acceptance will be expressed in writing and can be given by way of a written contract or other written document signed on behalf of the Government by the Chairman or Chief Executive Officer of the Lands Authority or some other person lawfully authorised to represent the Government. The acceptance cannot be unreasonably refused.

2. Use of and completion and/or further transfers of Hotel / Residence Site and Other Areas Site

2.1 The parties hereby reconfirm the provisions of the Second Emphyteutical Deed Supplement regarding the use, completion, acquisition of the temporary directum dominium from Government (where applicable) and further transfer/s to third parties of the immovable hatched in green and marked as Area one (1) on the plan P.D.254_2004_3 attached to the said Second Emphyteutical Deed Supplement as those regulating the use, completion, acquisition of the temporary directum dominium from Government (where applicable) and further transfer/s to third parties of the Hotel / Residence Site excluding those immovable properties within such site

which were included in the areas described and defined as “the Other Areas” in the Original Emphyteutical Deed, hereinafter referred to as the “**Net Hotel / Residence Site**”, subject however to the following clarifications, additions and/or modifications.

2.1.1 The Company, the Hotel / Residence Site Transferees and their successors in title assume in favour of the Government of Malta the obligation to construct a hotel with all necessary amenities on the Hotel / Residence Site and this under the following terms and conditions:-

- (a) The hotel shall not have less than one hundred (100) beds and shall be at least of four star standard with attendant facilities.
- (b) The hotel shall be constructed, finished and fully operational as a hotel by not later than forty-eight (48) months from the date when the relative Full Development Permit for such hotel by the Planning Authority is issued and final and not subject to appeal whether by the Government, the Company, the Hotel / Residence Site Transferees or any other person, or from the date that the consolidation of the terrain and other repairs and restoration works to be carried out by or for the account of Government to the Fortifications as referred to in clause four (4) below are completed, whichever is the later.

The Company or, as the case may be, the Hotel / Residence Site Transferees or temporary utilista of the relevant part of the Hotel / Residence Site at the relevant time shall submit, at its expense, an application for the hotel in a validated form for a Full Development Permit by not later than twenty four (24) months from the date of this deed.

- (c) Without prejudice to paragraph (a) above, the hotel shall consist of such building/s and such rooms

therein, pool/s, external areas, gardens, underground structures and areas at basement/s and underground level/s, and other amenities, and relative common parts and common areas, and shall be situated in such areas and footprint within the Hotel / Residence Site, and shall be of such height, volumes and measurements and with such other characteristics and specifications as may be determined by the temporary emphyteuta or emphyteuti of the relevant portion/s of the Hotel / Residence Site at the relevant time on the advice of its architects and advisors and as may be approved by the Planning Authority.

- (d) Notwithstanding what is stated in the Emphyteutical Deed, the Hotel / Residence Site Transferees and their successors in title shall be entitled to transfer the temporary utile dominium of the hotel footprint (which shall be situated in such part of the Hotel / Residence Site as provided in paragraph (c) above) to third parties on condition that a valid Planning Authority permit for the construction of a hotel exists and subject to the condition that it can only be used as a hotel. Furthermore, the prospective acquirer of the temporary utile dominium has to be acceptable to the Government of Malta. The acceptance will be expressed in writing and can be given by way of a written contract or other written document signed on behalf of the Government by the Chairman or Chief Executive Officer of the Lands Authority or some other person lawfully authorised to represent the Government.

Furthermore, notwithstanding what is stated in the Emphyteutical Deed, the Hotel / Residence Site Transferees or their aventi causa shall be entitled to grant on sub-emphyteusis or otherwise lease any part of the hotel footprint (which shall be situated in such part of the Hotel / Residence Site as

provided in paragraph (c) above) to third parties on condition that (i) unless and until the temporary directum dominium and absolute ownership thereafter of such part of the hotel footprint has been purchased as provided in paragraph (e) below, such sub-emphyteusis or lease shall be made for a period not exceeding the remaining unexpired period of the temporary emphyteusis granted by the Government of Malta over such part of the hotel footprint; (ii) a valid Planning Authority permit for the construction of a hotel exists; (iii) the hotel footprint can only be used as a hotel; and (iv) such sub-emphyteusis or lease is promptly, and by not later than one (1) week from being effected, notified to the Government of Malta (acting through the Lands Authority).

- (e) The utilista pro tempore or utilisti pro tempore (if more than one) of the hotel footprint at the relevant time will have the right to purchase the temporary directum dominium and absolute ownership thereafter at any time, after the hotel is completed in shell form, as certified by the Architect/s at the relevant time commissioned to act as the architect responsible for the hotel project. Such purchase shall be made by the payment of a sum equivalent to the amount of the ground-rent burdening and attributable to the hotel and its amenities and generally the hotel footprint capitalized at the rate of five per centum (5%). The restriction in respect of the use will remain valid and operative as a perpetual servitude notwithstanding the transfer of the temporary directum dominium and absolute ownership thereafter. Any change in use shall only be made if the Government of Malta gives a written consent for such a change and subject to such terms and conditions as it may impose, which consent can be given by way of a written contract or other written document signed on behalf of the Government by the Chairman or Chief Executive

Officer of the Lands Authority or some other person lawfully authorised to represent the Government. Such consent shall not be unreasonably refused.

- (f) Without prejudice to the generality of paragraph (c) above, it is expressly acknowledged, recognized and agreed by the Government that the façade of the existing building known as the British Barracks, or part thereof, may be relocated by the Company or its successors in title and incorporated into the hotel to be constructed in the Hotel/Residence Site in terms of and subject to the development permit to be applied for and obtained from the Planning Authority, and that the temporary directum dominium and full ownership thereof may be acquired from the Government of Malta concurrently with the acquisition of the temporary directum dominium and full ownership of the hotel and its amenities and generally the hotel footprint and for the same consideration, as provided in paragraph (e) above and for no additional consideration.

- (g) Without prejudice to the generality of paragraph (c) above, it is expressly acknowledged, recognized and agreed by the Government that certain immovable properties which were included in the areas described and defined as "the Other Areas" in the Original Emphyteutical Deed as are found within the Hotel/Residence Site or parts thereof may, in terms of and subject to Planning Authority permits to be obtained to this effect, be incorporated into the hotel footprint and form part and be operated as part of the hotel amenities, provided that in such case these shall remain subject to temporary emphyteusis and the temporary directum dominium and full ownership thereof may not be acquired from the Government of Malta concurrently with the acquisition of the

temporary directum dominium and full ownership of the remaining elements of the hotel footprint.

2.1.2 In respect of the remaining parts of the Net Hotel/Residence Site falling outside the hotel footprint (the “**Net Residence Site**”), the Hotel / Residence Site Transferees are hereby being allowed to transfer any residential unit/s with relative common parts with all their rights and appurtenances and/or any underground structure/s with relative common parts with all their rights and appurtenances to third parties on condition that:-

- (a) The temporary directum dominium and absolute ownership thereafter of such residential unit/s and underlying structure/s is already acquired by the Hotel / Residence Site Transferees; and
- (b) The hotel footprint is identified and covered by a valid Planning Authority permit.

As already provided in the Second Emphyteutical Deed Supplement and as further clarification thereto, it is agreed that the Hotel / Residence Site Transferees may purchase and acquire the temporary directum dominium and absolute ownership thereafter of residential unit/s with relative common parts with all their rights and appurtenances and underground structure/s with relative common parts with all their rights and appurtenances and generally of the whole Net Residence Site as soon as the identified hotel footprint is covered by a valid Planning Authority permit, without the need that such residential unit/s and/or underground structure/s and/or respective common parts have reached any stage of completion before such acquisition of the temporary directum dominium and absolute ownership thereafter thereof. It shall also not be necessary that such residential unit/s and/or underground structure/s and/or respective common parts have reached any stage of completion before being transferred by the Hotel /

Residence Site Transferees to third parties, provided that the conditions set out in paragraphs (a) and (b) above have been satisfied before such transfer.

Such purchase of the temporary directum dominium and absolute ownership thereafter of residential unit/s with relative common parts with all their rights and appurtenances and related underground structure/s with relative common parts with all their rights and appurtenances and in general of the totality of the Net Residence Site shall be made by the payment of a sum equivalent to the amount of the proportionate part of the ground-rent burdening and attributable to the Net Residence Site, as indicated in clause three (3) below, capitalized at the rate of five per centum (5%).

Following the issue of a Planning Authority permit covering the Net Hotel/Residence Site, the temporary utilista of such Net Hotel/Residence Site at the relevant time shall, in consultation with the Government, determine, in conformity with the relevant Planning Authority permits issued, the hotel footprint including the structures and areas which at basement/s and underground level/s, including the common areas thereto, will form an integral part of the said hotel footprint, as well as those structures and areas within the said Net Hotel/Residence Site which will form an integral part of the Net Residence Site;

For the avoidance of doubt, it is hereby agreed that:

- (i) the transfer of the temporary directum dominium and absolute ownership thereafter of residential unit/s and relative common parts and related underground structure/s, completed or otherwise, may be requested by the Hotel/Residence Site Transferees in respect of the totality of the residential development to be effected on such Net Residence Site: provided that where there are at the

relevant time two or more Hotel/Residence Site Transferees owning the temporary utile dominium of different or different parts of the residential unit/s and relative common parts and related underground structure/s within the Net Residence Site and generally different parts of the Net Residence Site, they shall be entitled to make a joint or concurrent request for the acquisition, by each of them, of the temporary directum dominium and absolute ownership thereafter of the parts of the Net Residence Site held by title of temporary emphyteusis by them respectively, on condition that as a result of such acquisition, the temporary directum dominium and absolute ownership of the whole of the Net Residence Site and of all the residential unit/s and relative common parts and related underground structure/s therein, is acquired;

- (ii) comprised in the transfer of the temporary directum dominium and absolute ownership thereafter of the totality of the Net Residence Site as aforesaid there shall be included the residential unit/s and relative common parts, completed or otherwise, comprised within such Net Residence Site, all the underlying structures together with relative common parts, completed or otherwise, which are identified as forming part of the Net Residence Site, and all other structures and areas identified as forming part of the Net Residence Site;
- (iii) the temporary directum dominium and full ownership of the building known as 'Dar it-Tabib' together with its external areas and amenities situated within the Net Hotel/Residence Site, as the same are indicated on plan PD254A_2004_4 marked as document 'B' attached to this deed, whether the same shall be indicated as forming part of the hotel footprint or of the Net Residence Site, shall be transferable by the Government to the then

current temporary emphyteuta of such building, at the request of the latter made at any time after the completion of all structural, repair and/or restoration works to be made to such building in accordance with the then applicable and in force approved Planning Authority permit covering the same; and such transfer of the temporary directum dominium and full ownership of the building known as 'Dar it-Tabib' and of its external areas and amenities as aforesaid shall be made at no additional consideration than, and the consideration therefor shall be deemed to be fully covered and settled by, the consideration at the time already paid or to become payable in future to the Government for the transfer of the temporary directum dominium and full ownership of the residential unit/s and hotel and hotel footprint within the Net Hotel/Residence Site as contemplated above; and

- (iv) if, after and notwithstanding the transfer of the temporary directum dominium and full ownership by the Government to the applicable temporary emphyteuta or emphyteuti of all residential units and the whole Net Residence Site and of the hotel and hotel footprint and of the building known as 'Dar it-Tabib' within the Net Hotel/Residence Site as contemplated above, there remain any external, internal, above ground or underground areas and immovable property within the Net Hotel/Residence Site which are still subject to temporary emphyteusis shown marked yellow as site 1 on plan PD254A_2004_3 attached to this deed as document 'D', then the Government shall, at the request made by the then current temporary emphyteuta of such areas and immovable property, transfer to such temporary emphyteuta the temporary directum dominium and full ownership thereafter of such areas and immovable property, which transfer shall be made at no additional

consideration than, and the consideration therefor shall be deemed to be fully covered and settled by, the consideration at the time already paid to the Government for the transfer of the temporary directum dominium and full ownership of the residential unit/s and the Net Residence Site and the hotel and the hotel footprint within the Net Hotel/Residence Site as contemplated above.

It is hereby further agreed that:

- (x) the residential units within the Net Hotel/Residence Site shall be constructed and completed, within the meaning assigned to the term "completion" by article twelve sub-article four (12(4)) of the Original Emphyteutical Deed, by not later than sixty (60) months from the date when the relative Full Development Permit for such residential units by the Planning Authority is issued and becomes final and not subject to appeal whether by the Government, the Hotel / Residence Site Transferees or any other person or from the date that the consolidation of the terrain and other repairs and restoration works to be carried out by or for the account of Government to the Fortifications as referred to in clause four (4) below are completed, whichever is the later: it being provided that the Hotel / Residence Site Transferees or temporary utilista of the Net Residence Site at the relevant time shall submit, at their expense, an application for the Net Residence Site in a validated form for a Full Development Permit by not later than twenty four (24) months from the date of this deed; and
- (y) the residential units shall consist of such building/s and complex/es, pool/s, external areas, gardens, underground structures and areas at basement/s and underground level/s, and other amenities, and relative common parts and common areas, and



shall be situated in such areas and footprint within the Net Hotel / Residence Site, and shall be of such height, volumes and measurements and with such other characteristics and specifications as may be determined by the temporary emphyteuta or emphyteuti of the relevant portion/s of the Net Hotel / Residence Site at the relevant time on the advice of its architects and advisors and as may be approved by the Planning Authority.

2.1.3 It is hereby agreed and confirmed that, without prejudice to the possibility of their earlier transfer as and to the extent contemplated herein:

- (a) once the hotel and respective amenities are completed in shell form and the temporary directum dominium and absolute ownership of the hotel footprint are acquired from Government as provided above, thereafter there will apply no further restrictions whatsoever, including consent requirements, in respect of any transfer or further successive transfer/s or grants on sub-emphyteusis or lease or other title whatsoever of the whole or any part of such hotel footprint or the hotel therein or amenities thereof to third parties: provided that this shall be without prejudice to the continued validity thereafter of the restriction to use the same as a hotel as contemplated above and to the obligation that it be completed and becomes operational within the time-limit contemplated by paragraph (b) of clause two point one point one (2.1.1);
- (b) once the temporary directum dominium and absolute ownership of a residential unit, including relative common parts and related underlying structure/s or any part of the Net Residence Site, has been acquired from Government as provided above, thereafter there will apply no further

restrictions whatsoever in respect of any transfer or further successive transfer/s or grants on sub-emphyteusis or lease or other title whatsoever of such residential unit or relative common parts and related underlying structure/s or relevant part of the Net Residence Site to third parties: provided that this shall be without prejudice to the continued validity thereafter of the obligation that the residential units be completed within the time-limit contemplated by paragraph (x) of clause two point one point two (2.1.2).

2.2 Notwithstanding what is stated in the Emphyteutical Deed, in particular but without limitation in articles six (6) and twelve (12) of the Original Emphyteutical Deed, with respect to the immovable properties which were included in the areas described and defined as "the Other Areas" in the Original Emphyteutical Deed as bordered in green on the plan P.D.254_2004 as attached to such Original Emphyteutical Deed, whether these are included within the Hotel/Residence Site or in the Other Areas Site it is hereby agreed as follows:

2.2.1 Such Other Areas shall in all cases be completed, repaired and/or restored, to the extent not already completed, repaired and/or restored, and be used and operated in accordance with, and in terms of and subject to Planning Authority permits obtained in respect thereof from time to time.

2.2.2 As regards such Other Areas which in terms of the relative Planning Authority permits are to be incorporated into the hotel footprint and form part and be operated as part of the hotel amenities as provided in clause two point one point one (2.1.1) paragraph (g) above, these shall be completed within the same time limits applicable to the completion of the hotel as provided in clause two point one point one (2.1.1) paragraph (b) above and, furthermore, the temporary utile dominium of such Other Areas to be so incorporated may be transferred by the Hotel /



Residence Site Transferees together with the hotel and/or the hotel footprint as provided and subject to the terms and conditions set out in clause two point one point one (2.1.1) above but without the application of any further consent requirements, conditions or restrictions as may be set out in the Emphyteutical Deed or otherwise, and for the avoidance of doubt, without the need that all Other Areas or any other parts of the Emphyteutical Land (as defined in the Emphyteutical Deed) be completed before such transfer or that all Other Areas be transferred as a whole: provided that (i) these Other Areas so incorporated into the hotel footprint shall remain subject to temporary emphyteusis and the temporary directum dominium and full ownership thereof may not be acquired from the Government of Malta concurrently with the acquisition of the temporary directum dominium and full ownership of the remaining elements of the hotel footprint or at any other time, and (ii) the transfer of the temporary utile dominium of such Other Areas to be so incorporated into the Hotel shall be subject to the payment to the Government of a laudemium equivalent to the amount of ground-rent due for one (1) year burdening the relevant Other Areas so incorporated, on the basis of the division of ground-rent being made by virtue of clause three (3) hereof, as such division may need to be further sub-divided in proportion to the separate parts involved in the transfer, as applicable.

Furthermore, notwithstanding what is stated in the Emphyteutical Deed, the Hotel / Residence Site Transferees or their aventi causa shall be entitled to grant on sub-emphyteusis or otherwise lease to third parties any part of such Other Areas which in terms of the relative Planning Authority permits are to be so incorporated into the hotel footprint and form part and be operated as part of the hotel amenities, even separately, and without the need that all Other Areas or any other parts of the Emphyteutical Land (as defined in the Emphyteutical

Deed) be so granted on sub-emphyteusis or lease as a whole or that all Other Areas or any other parts of the Emphyteutical Land (as defined in the Emphyteutical Deed) be completed before such sub-emphyteusis or lease, and without the application of any further consent requirements, conditions or restrictions as may be set out in the Emphyteutical Deed or otherwise, on condition however that (i) such sub-emphyteusis or lease shall be made for a period not exceeding the remaining unexpired period of the temporary emphyteusis granted by the Government of Malta over such part of such Other Areas so granted on sub-emphyteusis or lease; (ii) such part of the Other Areas can only be used for the purpose approved in the relevant Planning Authority permits, and the same will be granted on sub-emphyteusis or lease as aforesaid subject to the obligation to use them for such purpose; (iii) such sub-emphyteusis or lease is promptly, and by not later than one (1) week from being effected, notified to the Government of Malta (acting through the Lands Authority); (iv) such part of such Other Areas so granted on sub-emphyteusis or lease shall remain subject to temporary emphyteusis and the temporary directum dominium and full ownership thereof may not be acquired from the Government of Malta concurrently with the acquisition of the temporary directum dominium and full ownership of any remaining elements of the hotel footprint or at any other time. For the avoidance of doubt, any such grant on sub-emphyteusis or lease shall not be subject to the payment to the Government of any laudemium.

For the avoidance of doubt, the Other Areas within the Hotel/Residence Site (whether or not they are to be incorporated into the hotel footprint as provided in clause two point two point two (2.2.2) above) that shall remain subject to temporary emphyteusis and the temporary directum dominium and full ownership thereof may not

be acquired from the Government of Malta, are mainly the Knights Bakery marked in green on plan PD254A_2004_3, the Knights Barracks marked in blue on plan PD254A_2004_3, the Polverista marked in orange on plan PD254A_2004_3 and the Fortification Walls as marked on same PD254A_2004_3 attached to this deed as document 'D' which are (and to the extent that they are) comprised within the Hotel/Residence Site.

2.2.3 As regards Other Areas which are not to be incorporated into the hotel footprint as provided in clause two point two point two (2.2.2) above, whether these are situated within the Hotel/Residence Site or the Other Areas Site or otherwise, these shall be completed, repaired and/or restored in accordance with the Planning Authority permits applicable to them, to the extent not already completed, repaired and/or restored, by not later than forty-eight (48) months from the date when the relative Full Development Permit for such Other Areas is issued and becomes final and not subject to appeal whether by the Government, the Hotel / Residence Site Transferees or the Other Areas Site Transferees or any other person, or from the date that the consolidation of the terrain and other repairs and restoration works to be carried out by or for the account of Government to the Fortifications as referred to in clause four (4) below are completed, whichever is the later: provided that the above-mentioned completion, repair and restoration obligations shall not apply to the Other Areas referred to in the Original Emphyteutical Deed as the "Fortifications". and the foregoing provisions of this clause two point two point three (2.2.3) shall be without prejudice to the provisions of clause four (4) below and Government's obligations thereunder. Furthermore, the temporary utile dominium of such Other Areas not so incorporated into the hotel footprint shall be transferable by the Hotel / Residence Site Transferees or the Other Areas Site Transferees, as the case may be, even separately, and without the need that all Other Areas be transferred as a whole or that all Other Areas or any

other parts of the Emphyteutical Land (as defined in the Emphyteutical Deed) be completed before such transfer, and without the application of any further requirements, conditions or restrictions as may be set out in the Emphyteutical Deed or otherwise save for the following:

- (a) The purpose for which these Other Areas will be used is to be stated and will be covered by the Planning Authority permits, and the same will be transferred subject to the obligation to use them for such purpose;
- (b) The Hotel / Residence Site Transferees or the Other Areas Site Transferees, as the case may be, transferring such Other Areas shall, prior to transferring the same, have procured the consent in writing of the Government, to be given by way of a written contract or other written document signed on behalf of the Government by the Chairman or Chief Executive Officer of the Lands Authority or some other person lawfully authorised to represent the Government. Such consent shall not be unreasonably refused. The Government may, in granting such consent, impose any reasonable conditions on the transferee that it may deem appropriate, including but not limited to requesting the transferee to procure the issue of an irrevocable on demand bank guarantee or any other security as the Government shall reasonably determine, in favour of the Government, on such terms and conditions as the Government shall reasonably deem fit, and this to guarantee the transferee's obligations in respect of the relevant Other Areas under the Emphyteutical Deed;
- (c) These Other Areas shall remain subject to temporary emphyteusis and the temporary directum dominium and full ownership thereof



may not be acquired from the Government of Malta; and

- (d) The transfer of the temporary utile dominium of such Other Areas shall be subject to the payment to the Government of a laudemium equivalent to the amount of ground-rent due for one (1) year burdening the relevant Other Areas, on the basis of the division of ground-rent being made by virtue of clause three (3) hereof, as such division may need to be further sub-divided in proportion to the separate parts involved in the transfer, as applicable.

Furthermore, notwithstanding what is stated in the Emphyteutical Deed, the Hotel / Residence Site Transferees or the Other Areas Site Transferees or their respective aventi causa shall be entitled to grant on sub-emphyteusis or otherwise lease to third parties any part of such Other Areas not so incorporated into the hotel footprint, even separately, and without the need that all Other Areas be so granted on sub-emphyteusis or lease as a whole or that all Other Areas or any other parts of the Emphyteutical Land (as defined in the Emphyteutical Deed) be completed before such sub-emphyteusis or lease, and without the application of any further requirements, conditions or restrictions as may be set out in the Emphyteutical Deed or otherwise, on condition however that: (i) such sub-emphyteusis or lease shall be made for a period not exceeding the remaining unexpired period of the temporary emphyteusis granted by the Government of Malta over such part of such Other Areas so granted on sub-emphyteusis or lease; (ii) such part of the Other Areas can only be used for the purpose approved in the relevant Planning Authority permits, and the same will be granted on sub-emphyteusis or lease as aforesaid subject to the obligation to use them for such purpose; (iii) such sub-emphyteusis or lease is promptly, and by not later than one (1) week from being effected, notified

to the Government of Malta (acting through the Lands Authority); (iv) such part of such Other Areas so granted on sub-emphyteusis or lease shall remain subject to temporary emphyteusis and the temporary directum dominium and full ownership thereof may not be acquired from the Government of Malta. For the avoidance of doubt, any such grant on sub-emphyteusis or lease shall not be subject to the payment to the Government of any laudemium.

2.2.4 Notwithstanding what is stated in the Original Emphyteutical Deed and in particular article eighteen sub-article two (18(2)) thereof, as regards Other Areas consisting of the immovable properties known as the Knights Bakery, the Knights Barracks, the Polverista and the Fortification Walls as shown on the plan PD254A_2004_3, whether or not they form part of the Hotel/Residence Site and/or the Other Areas Site and whether or not they are to be incorporated into the hotel footprint as provided in clause two point two point two (2.2.2) above, the Company and/or the Hotel/Residence Site Transferees and/or the Other Areas Site Transferees and/or their successors in title to the relevant parts of the Hotel/Residence Site and/or the Other Areas Site and/or other parts of the Emphyteutical Land (as defined in the Emphyteutical Deed), shall create and/or grant a right of passage over the said Hotel/Residence Site and/or the Other Areas Site and/or other relevant parts of the Emphyteutical Land, as applicable (as servient tenements) in favour of the aforementioned Other Areas (as dominant tenements) as follows:

- (a) a right of pedestrian passage by the public, at all reasonable times, along the inner side of the Fortification Walls, as much as is practicable in terms of passage that would not disrupt the historic fabric and permitted use of the relative areas, which right of passage shall be effective at all times, even during the emphyteutical concession

over the Fortification Walls and the Emphyteutical Land (as defined in the Emphyteutical Deed);

- (b) a right of pedestrian passage by the public, at all reasonable times, to have access to the external areas of the immovable properties known as the Knights Bakery, the Knights Barracks and the Polverista, as much as is practicable in terms of passage and access that would not disrupt the historic fabric and permitted use of the relative areas, which right of passage and access to external areas of the said immovable properties referred to above shall be effective at all times, even during the emphyteutical concession over the said immovable properties referred to above and the Emphyteutical Land (as defined in the Emphyteutical Deed): it being provided, for the avoidance of doubt, that there will be no obligation to grant access to the public or to any person inside and within the said immovable properties for the duration of the emphyteutical concession over such immovable properties, which shall be used according to the uses approved by the relevant Planning Authority permits;
- (c) a right of vehicular passage, at all reasonable times, solely for essential services and emergency situations, to have vehicular access to the external areas of the immovable properties known as the Knights Barracks and the Polverista, as much as is practicable in terms of vehicular passage and access that would not disrupt the historic fabric and permitted use of the relative areas, which right of vehicular passage and access to external areas of the said immovable properties referred to above shall automatically become effective upon the expiry of the period of emphyteutical concession over the aforementioned immovable properties, as the same may be extended from time to time;



The right of passage referred to in paragraphs (a) to (c) above shall connect the said Other Areas to the public road named Triq Chambray.

Such right of passage as aforesaid shall be created over such paths, roads, areas or other parts within or of the Hotel/Residence Site and/or the Other Areas Site and/or other parts of the Emphyteutical Land (as defined in the Emphyteutical Deed) as shall be determined by the Company and/or the Hotel/Residence Site Transferees and/or the Other Areas Site Transferees and/or their successors in title, as applicable, developing and completing the relevant parts of the Hotel/Residence Site and/or Other Areas Site and/or other parts of the Emphyteutical Land, always subject to and in accordance with applicable Planning Authority permits. For the avoidance of doubt such right of passage shall continue to apply as a servitude in perpetuity, even in respect of such parts of the Hotel/Residence Site and/or the Other Areas Site and/or other parts of the Emphyteutical Land where such right of passage is created in respect of which the temporary directum dominium and absolute ownership thereof is at any time (where applicable) purchased and acquired by the Company, the Hotel/Residence Site Transferees, the Other Areas Site Transferees and/or their successors in title in accordance with the provisions of the Emphyteutical Deed as amended by this deed.

For the avoidance of doubt, such right of passage shall be subject to such regulations, as may from time to time be reasonably established by the Company and/or the Hotel/Residence Site Transferees and/or the Other Areas Site Transferees and/or their successors in title, holding title over the relevant parts of the Hotel/Residence Site and/or Other Areas Site and/or other parts of the Emphyteutical Land over which such right of passage is created, paying regard to security,

privacy and maintenance of residential and other properties within the Emphyteutical Land.

Article eighteen sub-article two (18(2)) of the Original Emphyteutical Deed shall be and be deemed to be replaced in its entirety by the provisions of this article two point two point four (2.2.4) of this deed.

- 2.3 It is agreed by the parties that the obligations and the conditions imposed above in this clause two (2) supersede any restriction imposed in the Emphyteutical Deed in respect of the use, completion, acquisition of temporary directum dominium and full ownership from the Government (where applicable) and transfers of the relevant parts of the Emphyteutical Land (as defined in the Emphyteutical Deed).

3. Divisibility of ground-rent

- 3.1 Notwithstanding what is stated in the Original Emphyteutical Deed and in particular article four (4) thereof, it is hereby agreed, for all intents and purposes of the Emphyteutical Deed, as further amended by this deed, that:

- 3.1.1 The yearly groundrent burdening the whole Emphyteutical Land (as defined in the Emphyteutical Deed) imposed by the Government pursuant to the Emphyteutical Deed is currently in the amount of eighteen thousand five hundred and nine Euro and three cents (€18.509.03) (the “**Current Emphyteutical Land Ground-rent**”), after taking into consideration the three (3) five-yearly revisions thereto occurring since the date of the Original Emphyteutical Deed pursuant to the provisions thereof, and after deducting such part of the original total yearly ground-rent imposed on the Emphyteutical Land which was attributable to such parts of the Emphyteutical Land the temporary directum dominium and full ownership whereof has already been acquired by the Company or their successors in title from the Government pursuant to the Emphyteutical Deed (the “**Redeemed Parts**”). Such Current

Emphyteutical Land Ground-rent is next revisable, through an increase of ten per cent (10%) on twenty fourth (24th) January of the year two thousand and twenty five (2025), and then by ten per cent (10%) every five (5) years thereafter.

3.1.2 The Current Emphyteutical Land Ground-rent is being administratively sub-divided between the different parts of the Emphyteutical Land (as defined in the Emphyteutical Deed) excluding the Redeemed Parts as follows:

- (a) the amount of fifteen thousand four hundred and eight Euro and sixty four cents (€15,408.64) over the Net Hotel/Residence Site, as defined in clause two point one (2.1) above (which includes the Hotel/Residence Site, including the building known as 'Dar it-Tabib', but excluding such buildings or other immovable property within such Hotel/Residence Site which formed part of and were included in the areas described and defined as "the Other Areas" in the Original Emphyteutical Deed), which amount of ground-rent is being further administratively sub-divided as follows:
 - (i) the amount of four thousand four hundred and fourteen Euro and ninety four cents (€ 4,414.94) over the hotel footprint to be identified on such Net Hotel/Residence Site, including the hotel to be constructed thereon and all its amenities, external areas and underground structures and areas relating to it, but excluding any property which may be incorporated therein which was included in the areas described and defined as "the Other Areas" in the Original Emphyteutical Deed; and
 - (ii) the amount of ten thousand nine hundred and ninety three Euro and seventy cents (€

10,993.70) over the Net Residence Site, as defined in clause two point one point two (2.1.2);

- (b) the amount of one thousand Euro (€1,000) over such buildings or other immovable property within the Hotel / Residence Site which formed part of and were included in the areas described and defined as "the Other Areas" in the Original Emphyteutical Deed;
- (c) the amount of one thousand three hundred and ninety eight Euro and ninety two cents (€1,398.92) over the Other Areas Site; and
- (d) the remaining amount of seven hundred and one Euro and forty seven cents (€701.47) over the remaining part of the Emphyteutical Land after excluding the Hotel/Residence Site and the Other Areas Site.

4. Works on the Fortifications

- 4.1 The Government hereby acknowledges and confirms that the Company has duly fulfilled its obligation to carry out restoration works in respect of the "Fortifications" (as referred to in the Emphyteutical Deed) as provided, up to the amount and to the extent required by Article 16 of the Original Emphyteutical Deed, and that consequently neither the Company nor its successors in title to such Fortifications shall have any obligation at any future time to carry out any restoration works or repairs to the Fortifications, including the underlying terrain, situated in any part of the Emphyteutical Land (as defined in the Emphyteutical Deed).
- 4.2 The Government hereby agrees and undertakes in favour of the Company and its successors in title to carry out and complete, or to procure the carrying out and completion, as expeditiously as possible, at its expense, of full repair and

restoration works exclusively on the Fortifications within the Emphyteutical Land (as defined in the Emphyteutical Deed), including without limitation works relating to consolidation of the terrain underlying the said Emphyteutical Land also with a view to strengthen and secure the Fortifications and to ensure their integrity and preservation as well as to avoid land subsidence and the consequent damage to the Fortifications. The Government undertakes to complete such works as aforesaid as soon as practicable and not later than six (6) years from the date when the relative Full Development Permit for such works on the Fortifications by the Planning Authority is issued and becomes final and not subject to appeal whether by the Government or any other person: it being provided that the Government shall apply for such Full Development Permit, unless already applied for, by not later than _____ (____) months from the date hereof. The Government also undertakes that at all times during the execution of such works as aforesaid it shall collaborate with the Company, the Hotel/Residence Site Transferees, the Other Areas Site Transferees and/or their successor in title, as applicable, to ensure that no disruption of works on or use of the relevant parts of the Emphyteutical Land or any part thereof by them will be caused.

- 4.3 For the avoidance of doubt, it is hereby agreed that the Government may and will be authorized to enter into an arrangement with, and subject to agreement by, the Company, the Hotel/Residence Site Transferees, the Other Areas Site Transferees and/or their successor in title or other persons, whereby the latter agree to carry out or to procure to carry out the works on the Fortifications referred to in clause four point two (4.2) above or agreed part or parts thereof, for the account of the Government or otherwise, and for or up to an agreed sum or an agreed budget, and such arrangement may also provide that the said Company, Hotel/Residence Site Transferees, Other Areas Site Transferees and/or their successor in title or other persons so executing or procuring to execute the works pay for such works themselves, initially or otherwise, and that they get fully or partly reimbursed or compensated by the

Government for such payments made or to be made by them, in cash or even by way of set-off against or by way of exemption or remission made by the Government of debts which may have become or which may become from time to time due by them to the Government, including debts and payments for taxes, whether in the form of income tax on capital gains or other income tax or stamp duty / duty on documents and transfers or otherwise, debts and payments consisting of the consideration for the acquisition of the temporary directum dominium and/or full ownership of immovable property, debts and payments consisting of laudemium due to the Government under the Emphyteutical Deed as amended by virtue hereof upon transfer of any immovable properties which were included in the areas described and defined as "the Other Areas" in the Original Emphyteutical Deed, as well as any other debts and payments whatsoever which may be or become due to the Government.

- 4.4 Without prejudice to the obligation of the Company and its successors in title to maintain the other buildings, structures and areas described and defined as "the Other Areas" in the Original Emphyteutical Deed for the duration of the temporary emphyteutical grant in terms of and as provided in the Emphyteutical Deed, it is hereby agreed that, notwithstanding what is stated in the Original Emphyteutical Deed and in particular article sixteen (16) thereof and in article one thousand five hundred and five (1505) of the Civil Code, neither the Company nor its successors in title shall have an obligation to maintain or restore the Fortifications or any part thereof at any time and from time to time during the temporary emphyteutical grant following the carrying out of works on the Fortifications by or for the account of the Government as referred to in articles four point two (4.2) and four point three (4.3) above.

5. General

- 5.1 The parties hereby agree that save for the amendments, variations, supplements and clarifications made by virtue of this deed, the Emphyteutical Deed shall remain in force and effect and is hereby reconfirmed by the parties.
- 5.2 The Original Emphyteutical Deed, the First Emphyteutical Deed Supplement, the Second Emphyteutical Deed Supplement, the Third Emphyteutical Deed Supplement and this deed shall supersede any and all negotiations, understanding, discussions, memoranda, letters and agreements, whether verbal, written or otherwise, as may have taken place or been reached between the Parties prior to the date of this deed. The Original Emphyteutical Deed, the First Emphyteutical Deed Supplement, the Second Emphyteutical Deed Supplement, the Third Emphyteutical Deed Supplement and this deed, together with their annexes, shall thus constitute the whole and sole agreement between the Parties on the subject-matter thereof, provided that should a conflict arise between any provision contained in this deed and any provision contained in the Original Emphyteutical Deed, the First Emphyteutical Deed Supplement, the Second Emphyteutical Deed Supplement, the Third Emphyteutical Deed Supplement or any of their annexes, the provisions of this deed shall prevail.
- 5.3 Any obligation of the Company and the Government, or their respective successors in title and assignees shall, where required in terms of law, be subject to the attainment of all relative permits and/or authorisations.
- 5.4 Notarial fees and expenses payable upon publication of this deed shall be paid by the Company.
- 5.5 Each Party shall be responsible for the payment of the fees of its own advisors.

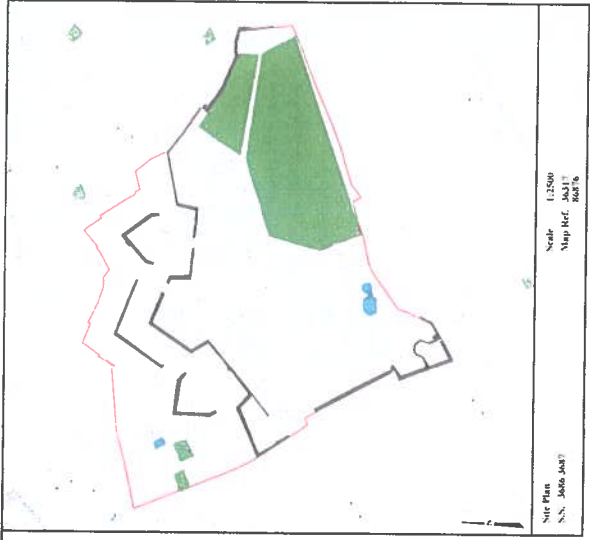
[Concluding notarial and statutory declarations and clauses to be included by Notary]

For the purposes of the Government Lands Act, Chapter 573 (five hundred and seventy three) 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 and approved during the sitting of the _____ (____) day of _____ of the year _____ (____), numbered _____ (____) of the year _____ (____).

This deed has been by me Notary, done, read and published after I Notary have duly explained its contents to the appearers according to Law, here in _____ on _____.

DOC 1

FORT CHAMBRAY
I/o GHAJNSIELEM




Site Plan
S.N. 3406/2004

Scale: 1:5000
Map Ref. No. 3406/2004

- Road - Extent of Emphyteutical Land - Area 98,584 m²
- Green - Other Areas - Area 41,153 m²
- Blue - Residential Area - Area 47,270 m²
- Yellow - Hotel Area - Area 10,071 m²
- Cyan - Knights' Barracks
- Orange - Knights' Bakery
- Magenta - Muzungwa
- Pink - Dair n' Tabb
- Brown - Fortifications

OFFICE COPY

GOVERNMENT PROPERTY DIVISION
ESTATE MANAGEMENT DEPARTMENT
LOCALITY: GHAJNSIELEM

P.D. No. 354/2004 SCALE: 1:1000
DATE: 14/08/2014
APPROVED: 
Stephen Seibrod, P. CC Director Estate Management
D.O.T. 10/1/2004



Scale: 1:1000
INTERPRETED FROM PLANS SUBMITTED BY ARCHITECTURE PROJECT - SEPTEMBER 2004

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Doc 2

**FORT CHAMBRAY
I/o CHAJNSIELEM**



Site Plan
S.S. 2604.304.3

Scale
Map Ref. 1:250m
1007
1006

F-Arch of Empirical 1 and - Area 100 100 m²

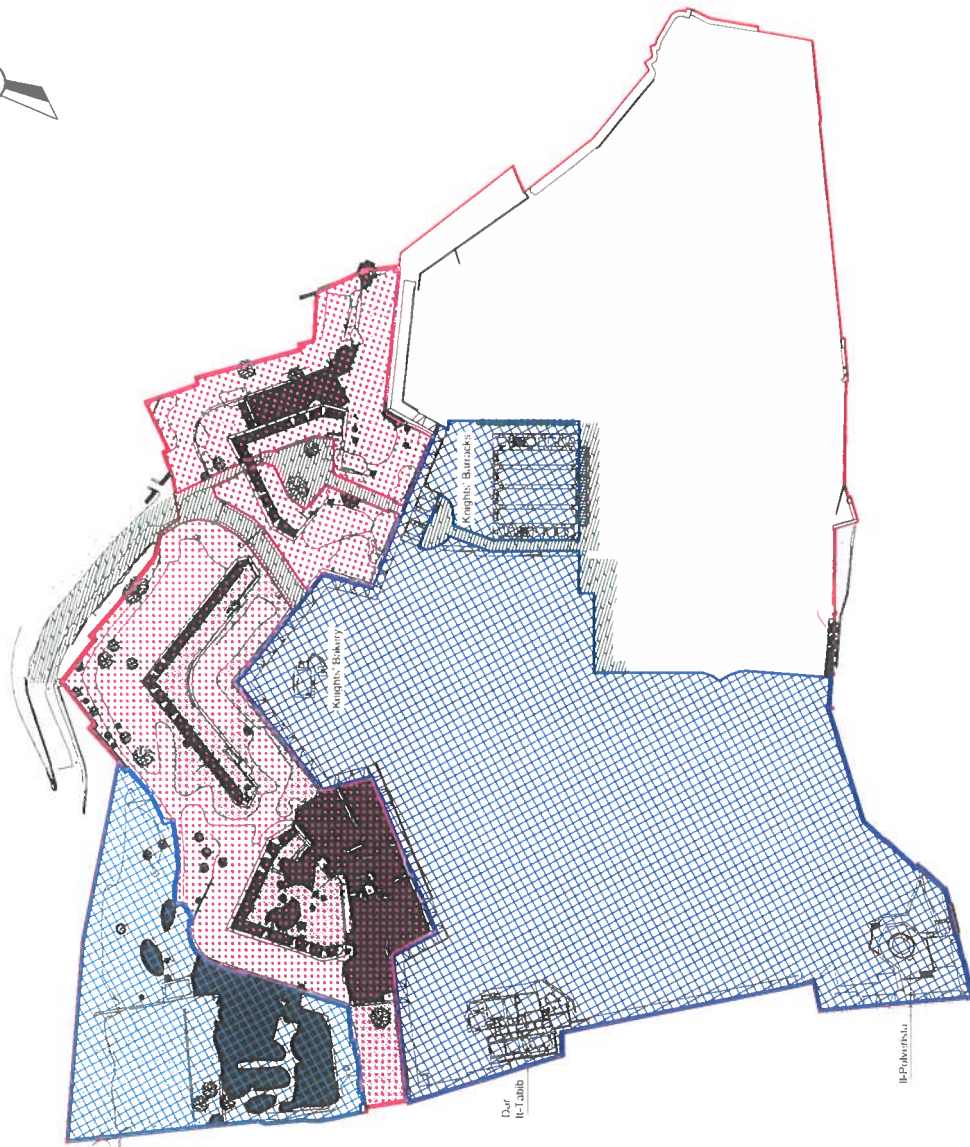
- Red
- Area 1
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- Area 2
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- Area 3
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GOVERNMENT PROPERTY DIVISION ESTATE MANAGEMENT DEPARTMENT	
LOCALITY: CHAJNSIELEM	
P.D. No. 264.2004.3	SCALE 1:1000
FILE: 10.0.0.0	DRAWING: 1000000000
(Sgd. S. Scott)	(Sgd. R. Camilleri)
MCF	MAYORIAL OFFICE, NAGOS
D.V. 248528	D.V. 248528

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Doc 3

FORT CHAMBRAY I/O GHAJNSIELEM



Scale 1:2000 (Empirical WCSL)
 Digitized by
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Legend :

- Extent of the original Empirical Land (property No. 2/186/71)
Area: 1,610,187.25sqm
- Held Residences: Site (1 and to be transferred including (Barracks)
Area: 2,070,727.57sqm
- Other Areas: Site (Cavaliers and Outworks including Dutch)
Area: 2,070,727.57sqm
- Existing Common Areas
- Sites to be retained by the original empirical.
Total Area: 2,070,727.57sqm

Plan 4/4

LANDS Authority
 Estate Management & Business Development

Project No: 254A_2014_4
 Location: GHAJNSIELEM

Scale: 1:1000
 Date: 01/09/2024
 Drawing: 01/01/01

Author: AACC
 (Sgt. S. Scotto)

Date: 31st August 2023

Doc 4

FORT CHAMBRAY I/O GHAJNSIELEM



Scale 1:2000
Map No. 3153
Date 1975

Legend

- Extent of the original Empirical Land (Property No. 260657)
Area: circa 98,504
- Existing Underlying Structures (Unsubstantiated Car Park)
Area: circa 13,000

Plan 2/4

Date: 31/08/2023

LANDS Authority
 Estate Management & Business Development

1. No. 260657
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