

RIŻOLUZZJONI DWAR TRASFERIMENT TA' PROPRJETÀ

IL-MINISTRU GHALL- ARTIJET U L-IMPLIMENTAZZJONI GHALL-PROGRAMM ELLETORALI JIPPROPONI LI L-KAMRA TAD-DEPUTATI TAPPROVA DIN IR-RIŻOLUZZJONI: -

Illi l-Universita ta' Malta (UoM) hi stabbilita permezz ta' l-Att Dwar l-Edukazzjoni (Kap 327 tal-Ligijiet ta' Malta).

Billi hija l-politika tal-gvern li jinvesti f'edukazzjoni u taħriġ f'kull livell, inkluż f'dawk fil-livelli terzarju u dawk aktar avanzati. Illi dan bhala parti minn politika aktar wiesgħa għat-tishieh ta' l-ekonomija u żvilupp soċjali f'Malta.

Illi biex tiġi implimentata din il- politika hemm il-ħtiega li l-Universita ta' Malta tarmministra l-proprietajiet li topera minnhom b'mod indipendenti u bl'aktar mod kemm jista' jkun assolut.

Illi l-Universita ta' Malta topera minn diversi proprjetajiet, fosthom, izda mhux biss, il-Kulleġġ Ġann Frangisk Abela, fl'Imtida, magħruf ukoll bhala l-Junior College (JC), kif ukoll il-fergħa ta' l-Universita fix-Xewkija, Għawdex, magħruf bhala l-Gozo Campus (GC).

Illi l-UNiversita' ilha topera minn dawn iz-zewg binijiet u siti adjacenti għall-numru ta' snin.

Illi għal-fini ta' din ir-riżoluzzjoni, l-estent ta' dawn iz-żewg proprjetajiet huma murija bl-aħmar fil-pjanti PD 2019_0281 (JC) u PD 2019_0272 (GC), kopji hawn annessi.

Illi dawn is-siti kif murija, jikkostitwixxu s-siti emfitewtici kif se jkun propost aktar il-quddiem.

Illi bit-trasferiment ta' dawn il-proprjetajiet lill-Universita ta' Malta, l-Universita ssahħah il-governanza tagħha fuq dawn siti biex b'hekk tkun tista ukoll timplimenta l-missjoni tagħha aħjar skond il-liġi.

Illi huwa propost li s-siti hawn imsemmija jiġu trasferiti lill-Universita ta' Malta b'titolu ta' enfitewsi perpetwu, b'ċens ta' elfejn u ħames mitt ewro (€2500) għal kull sit, pari għal ċens kumplessiv ta' ħames t'elef ewro (€5000) fis-sena. Dan ic-cens stabbilit mill-Awtorita' għall-finijiet ta' din il-koncessjoni emftiewtika. Iċ-ċens pro-tempore għandu jkun rivedibbli kull ħmistax-il sena (15 il-sena) skond l-indiċi tal-inflazzjoni jew bl'għaxra fil-mija (10%), skond li jkun l-għola.

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 proprjeta` tal-Gvern jew amministrata minnu tista' tiġi trasferita skond riżoluzzjoni speċjali tal-Kamra tad-Deputati li tkun fis-seħħ fil-waqt tat-trasferiment.

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

Għalhekk huwa b'dan rizzolut illi ssir trasferiment lill-Universita ta' Malta tas-siti fl-Imsida u fix-Xewkija Ghawdex kif murija bil-kulur ahmar fil-pjanti P.D. 2019_0282 u P.D. 2019_0272 skond il-pattijiet u l-kundizzjonijiet imsemmija fl-abbozz ta' kuntratt hawn anness.

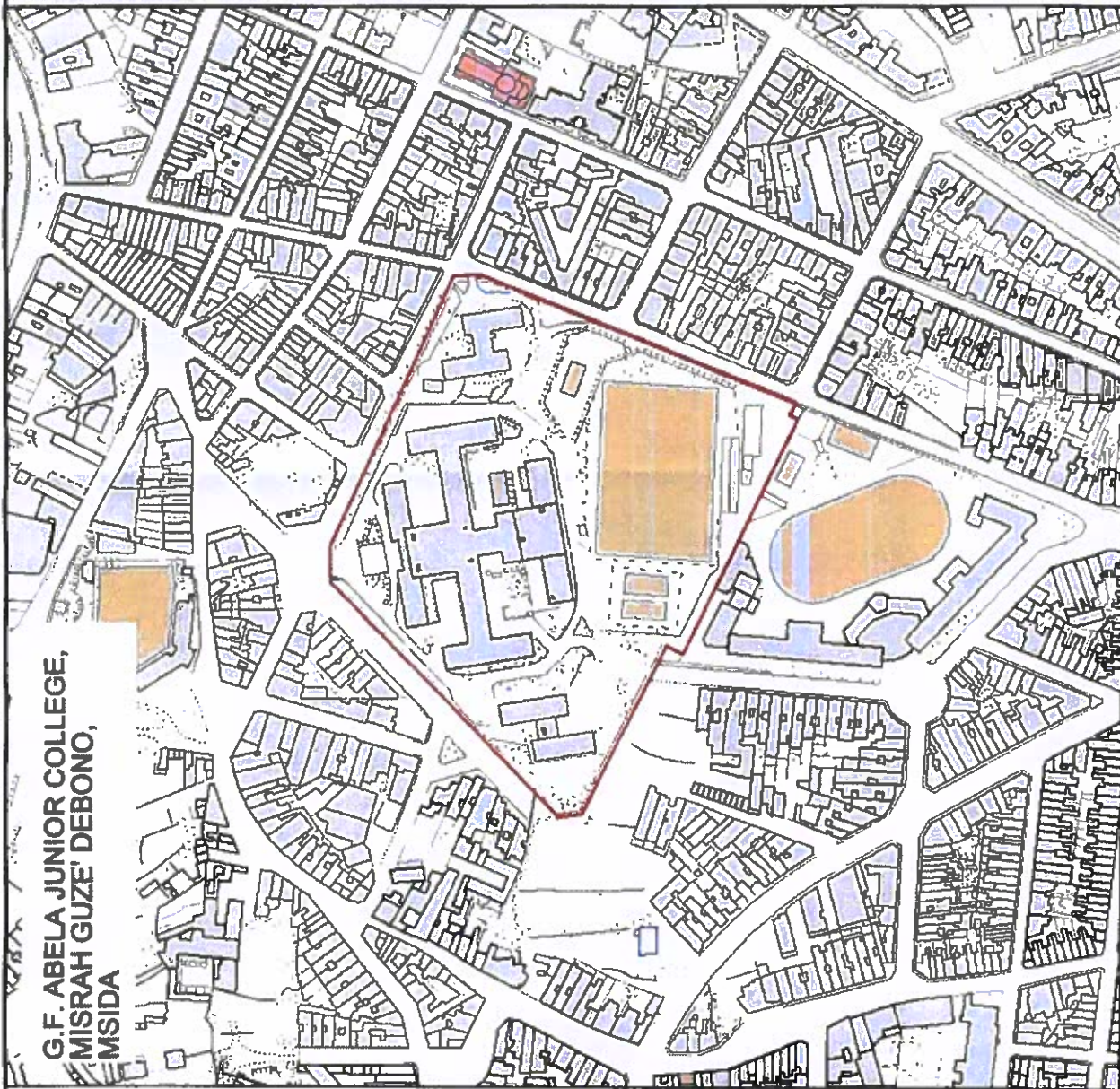
Onorevoli Stefan Zrinzo Azzopardi

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

Anness: a) Abbozz tal-kuntratt

b) PD 2019_0281 (JC)

c) PD 2019_0272 (GC)



**G.F. ABELA JUNIOR COLLEGE,
MISRAH GUZE' DEBONO,
MSIDA**



Site Plan Scale: 1:2500
S.S. 5272 Map Ref. 53938
 72308

Property No: E266636
 Area: 43,464m²



LANDS AUTHORITY - ESTATE MANAGEMENT AND BUSINESS DEVELOPMENT DIRECTORATE	
LOCALITY: HAMRUN, PIETA, MSIDA	
P.D. NO: 2019_0281	SCALE 1:2500
FILE: L 329/94	DRAWN BY: eflak015
(sgd. S. Scotto) A&CE DATE:20/05/2019	(sgd. R. Demicoli) i/Chief Officer - Estate Management & Business DATE:20/05/2019





Site Plan
S.S. 3288

Scale: 1:2500
Map Ref. 33814
88155



PROPERTY No.: G11906
AREA : 2,516m²
(subject to servitudes i.c.w. substation)



LANDS AUTHORITY - ESTATE MANAGEMENT
AND BUSINESS DEVELOPMENT DIRECTORATE

LOCALITY: XEWKIJA

P.D. NO: 2019_0272

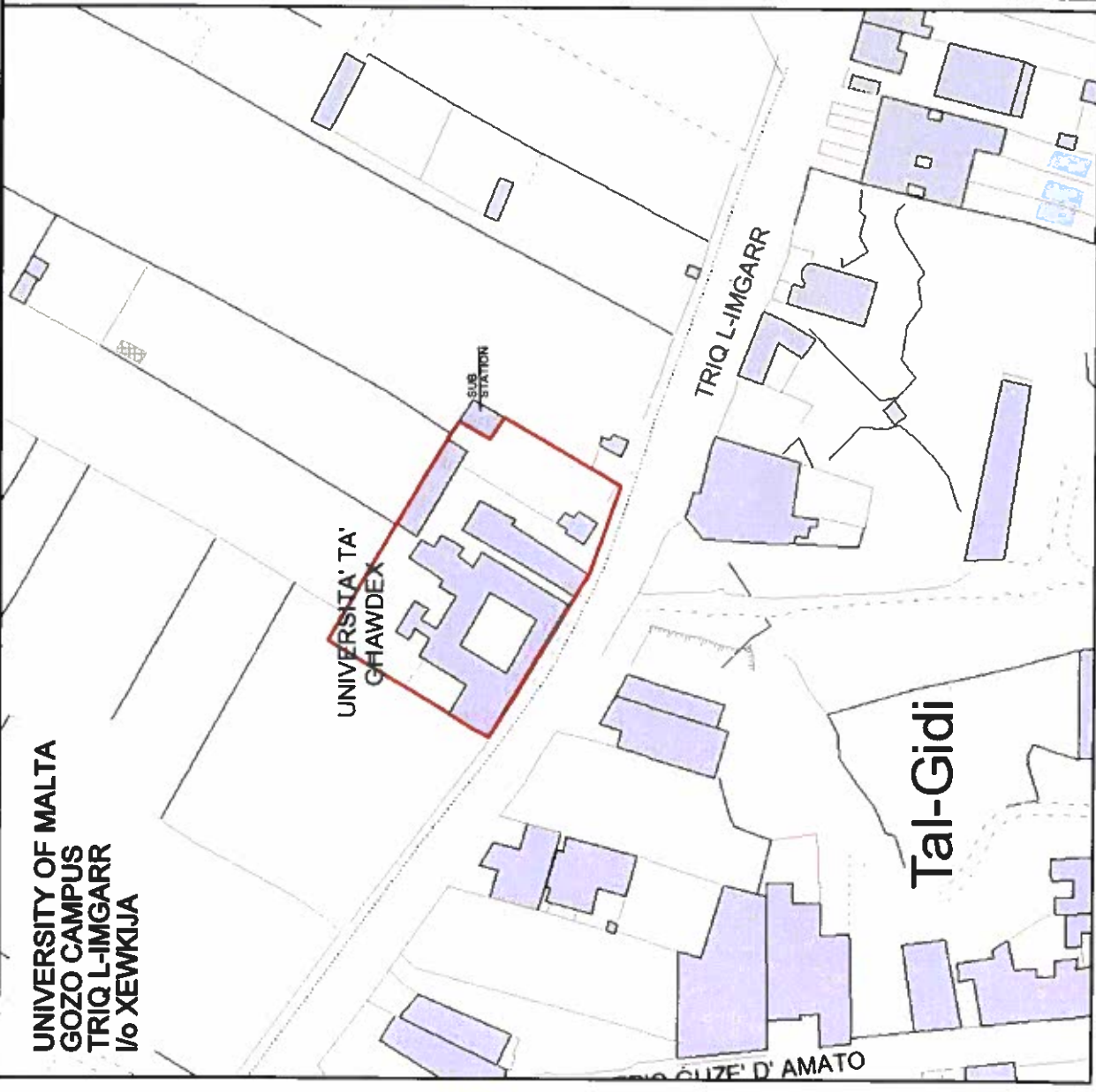
SCALE 1:1000

FILE: L575/1978

DRAWN BY:
demir001

(sgd. S. Scotto)
A&CE
DATE: 17/05/2019

(sgd. R. Demicoli)
/Chief Officer - Estate
Management & Business
DATE: 17/05/2019



UNIVERSITY OF MALTA
GOZO CAMPUS
TRIQ L-IMGARR
/o XEWKIJA

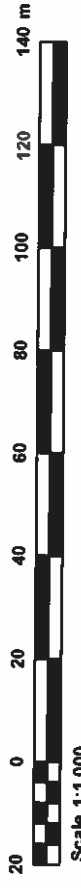
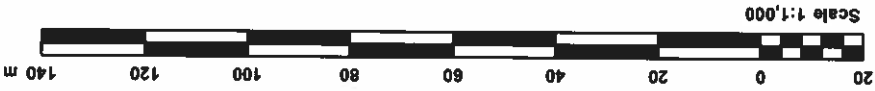
UNIVERSITA' TA'
GHAWDEX

SUB
STATION

TRIQ L-IMGARR

Tal-Gidi

CUZE' D' AMATO



EXEMPT INTERPRETED FROM LR PLAN 195343M SUBMITTED BY UNIVERSITY OF MALTA

Before me,, duly admitted and sworn, have personally appeared and identified themselves according to law, by means of the hereunder mentioned official documents:

Of the first part:

.....**the Government of Malta** (hereinafter also referred to as "**the Government**")

The related papers are marked Lands number

Of the second part:

Professor Alfred J. Vella, son of Carmel and Maria nee' Micallef born in Pietà on 14.11.1950, residing at Zejtun and holder of identity card number 919150 (M), who is appearing hereon for and on behalf of **the University of Malta** as duly authorised by Article seventy-four, sub-article eleven [74(11)] of the Education Act (Chapter three hundred and twenty seven (327) of the Laws of Malta, as last amended by Legal Notice two hundred and seventy three (273) of the year two hundred and twenty two (2020); hereinafter in the said capacity referred to as the "**the University of Malta**" and/or "**Emphyteuta**" on this deed.

The Parties

The Government of Malta and the Emphyteuta are in this deed collectively referred to as the "**Parties**" and each one a "**Party**".

Recitals

Whereas the Government of Malta and the University of Malta have been exploring the possibility of formalising the regulation of their relationship for the sake of legal clarity and to safeguard the legitimate expectations of Maltese citizens;

Whereas the University of Malta serves the socio-economic interests, which the Government of Malta identifies, of the country, and endeavours to fulfil its duties with such interests in mind;

Whereas the Government of Malta desires to assist the University of Malta in the pursuit of its functions which, ultimately, serve to benefit the country;

Whereas the Government of Malta acknowledges that the University of Malta requires more resources in order to pursue its functions.

Whereas the University of Malta agrees to:

Act Number

Perpetual
Emphyteutical
Grant

Enrolled on the :

Enr:

Vol I:

- i. strive to continue to further higher education and research in terms of the vision, strategic direction and policies established by the Government of Malta from time to time; and
- ii. make use of any properties transferred unto it solely and exclusively in accordance with the Permitted Use as defined hereunder..

The Emphyteutical Sites

Now therefore, in virtue of this deed, the Government of Malta, hereby grants on perpetual emphyteusis reckoned as from today to the Emphyteuta, which accepts and acquires, by same title of perpetual emphyteusis (hereinafter "the Emphyteutical Grant"), the following sites:

1. The building and site area known as The University of Malta, **Gozo Campus** built over a site having an area of circa two thousand, five hundred and sixteen metres squared (2,516m²) and is bounded on the South West by Triq l-Imgarr, on the North and North East by property of the Government of Malta, situated in Triq l-Imgarr, Xewkija as shown bordered in red on the plan indicated as Property Drawing number two thousand and nineteen underscore zero two seven two (P.D. 2019_0272) which plan is being attached as document letter 'A'.
2. The buildings and site area known as The University of Malta G.F. Abela **Junior College** including the adjacent buildings forming part of the same complex, namely the building housing the Adult Learning Centre, garages/workshops and the building housing the Language Teaching Centre situated in Msida, built over a site having an area of circa forty-three thousand, four hundred and sixty-four metres squared (43,464m²), and is bounded on the South East by Triq Qrejten, on the North West by Triq Oscar Zammit and on the North East by Triq J. Borg as shown bordered in red on the plan indicated as Property Drawing number two thousand and nineteen underscore zero two eight one (P.D. 2019_0281) which plan is being attached as document letter 'B'.

The sites are on this deed referred to collectively as "**the Emphyteutical Sites**".

Terms and Conditions

This Emphyteutical Grant shall be governed by the following terms and conditions and, except to the extent excluded or modified hereby, also by the provisions of the Civil Code relating to emphyteusis.

1. GROUNDRENT AND CONDITIONS APPLICABLE TO THE REDEMPTION OF GROUNDRENT

- i. **This perpetual emphyteutical concession is being made in consideration of the perpetual yearly ground rent of five**

thousand Euro (€5,000) for all of the Emphyteutical Sites combined. Each individual site is to be subject to the yearly ground rent of two thousand five hundred Euro (€2,500).

ii. The ground-rent shall be payable yearly in advance as from today which date is also the date of commencement of this emphyteutical concession.

iii. The yearly ground rent shall be payable yearly in advance and the pro-tempore ground rent shall be increased every fifteen (15) years based on the proportionate increase in the index of inflation or ten per cent (10%) of the pro-tempore ground rent whichever is the higher. In view that the Index of Inflation for a particular year is officially published the following year, the Index to be used for this purpose shall be that for the preceding year, both in respect of the basis year and the year of the revision.

iv. Notwithstanding the redemption or acquisition of the groundrent or the directum dominium according to applicable law, all the conditions of this deed, except for the obligation to pay the groundrent, shall continue to be operative and effective where applicable.

v. Interest at the rate of eight per cent (8%) per annum on the amount of unpaid ground rent shall accrue from the day on which it falls due up to the date of effective payment subject to the procedure contemplated in clause twenty-one (21).

vi. In order to secure the payment of the ground-rent and any penalty that may become due by the Emphyteuta on this deed and also to secure the proper performance of each and all of the obligations arising from the Emphyteutical Grant, the Emphyteuta shall transfer to the Lands Authority, on behalf of the Government of Malta, a security deposit of the amount of twenty thousand Euro (€20,000) (the "**Security Deposit**"). The Security Deposit shall make good for any arrears in the payment of ground-rent and any default in the payment of any penalty or interest that may become due as aforesaid (hereinafter "**Payment Default**"). To such end, the following shall apply:

- a. The Government shall be entitled to deduct from the Security Deposit held by the Lands Authority (or any subsequent or other authority under such law enacted for the purposes of regulating Government property) on its behalf any amount corresponding to the Payment Default aforesaid if, upon ten (10) days' notice to the Emphyteuta, the Emphyteuta does not otherwise make good for any amount due in connection therewith. The Government shall have the right to make any such deduction without the need to seek judicial confirmation in respect thereof. Upon any such deduction, the Emphyteuta shall be bound to refund to the Government (by way of payment to the Lands Authority) the amount so deducted within a maximum period of thirty (30) days from the date of receipt of any notice by the Emphyteuta from the Government requesting the said refund, so as to ensure that

during the continuance of the Emphyteutical Grant, the Security Deposit is maintained at a minimum level of twenty thousand Euros (€20,000);

- b. Upon the rescission and or termination the Emphyteutical Grant in accordance with the terms of this deed, the Lands Authority (or any subsequent or other authority under such law enacted for the purposes of regulating Government property) shall, on behalf of the Government, refund to the Emphyteuta any unutilised balance of the Security Deposit; and
- c. Any deduction (in whole or in part) from the Security Deposit by the Government as aforesaid shall be without prejudice to any rights and/or claims which the Government may have against the Emphyteuta for the payment of any amount due by the Emphyteuta in excess of the amount so deducted.

Moreover, the Government reserves in its favour the special privilege on the Emphyteutical Sites accorded to the *dominus* by law.

2. WARRANTY OF PEACEFUL POSSESSION

The Government warrants the peaceful possession and real enjoyment of the Emphyteutical Sites in favour of said Emphyteuta.

3. TALE QUALE AND FREE FROM BURDENS

The Emphyteutical Sites are being granted and accepted as free and unencumbered, save for all existing servitudes and to all existing leases and/or leaseholds described in this deed, *tale quale*, and with the exclusion of the warranty of hidden/latent defects.

The Emphyteutical Sites are in the possession of the Emphyteuta and are being utilised by said Emphyteuta. Consequently, the Emphyteuta declares that it is fully cognizant of the current condition of the Emphyteutical Sites. Therefore, the Emphyteuta hereby waives any and all claims against the Government for any issues, defects, or deficiencies, whether structural or otherwise, pertaining to the said Emphyteutical Sites.

4. PERMITTED USE

i. Without prejudice to the Emphyteuta's obligations and rights of the Government pursuant to this Deed, only the current use of the Emphyteutical Sites by, or as agreed with, the Emphyteuta or as allowed by Legal Notice three hundred and sixty-five (365) of the year two thousand and seventeen (2017) titled 'Statute Regarding Immovable Property Over Which the University of Malta has a Claim or Title at Law' (being subsidiary legislation three hundred and twenty-seven point five hundred and eighty-five (327.585), and/or its equivalent in/under the prospective University of Malta (or other like or similar) Act, and any amendments thereto), is permitted; later on in this deed referred to as '**the Permitted Use**'.

ii. The Emphyteuta shall bear any and all costs and expenses, whether ordinary or extraordinary, that may be necessary or desirable in connection with the Permitted Use and in accordance with the Emphyteuta's rights over the Emphyteutical Sites.

iii. The Emphyteuta shall be entitled to retain all revenues generated from the operation of the Emphyteutical Sites.

iv. No other use is permitted unless otherwise expressly approved and agreed by the Government of Malta, in accordance with the procedure established by Legal Notice three hundred and sixty-five (365) of the year two thousand and seventeen (2017) titled 'Statute Regarding Immovable Property Over Which the University of Malta has a Claim or Title at Law' (being subsidiary legislation three hundred and twenty-seven point five hundred and eighty-five (327.585), and/or its equivalent in/under the prospective University of Malta (or other like or similar) Act, and any amendments thereto).

5. MODIFICATIONS TO PROPERTY

i. Subject to such permits required by law, the Emphyteuta may carry out on the Emphyteutical Sites or any part thereof all ancillary works related to the Permitted Use, including demolition of buildings and excavation of the land, and may make thereon any Permitted Construction or Reconstruction or Refurbishment (as this term is hereunder defined) at its discretion. Provided that the Emphyteuta shall be obliged to notify the Government within reasonable time with copies of all plans and permits relative to such works prior to commencement of such works.

ii. The term **"Permitted Construction, or Reconstruction or Refurbishment"** for the purposes of this deed shall mean such construction, reconstruction or refurbishment which either:

- a. is necessary for or conducive to the carrying on of the activities for which the Emphyteutical Sites can be used in terms of the Permitted Use as defined in clause four (4) above; or
- b. is required by law; or
- c. without prejudice to clause five sub-clause roman numeral two, points a and b (5 (ii) a. and b.), shall be agreed to in advance by the Government in writing.

For the avoidance of doubt as to whether any construction, or reconstruction or refurbishment works fall within the definition of "Permitted Construction or Reconstruction or Refurbishment", the Emphyteuta may at any time apply for confirmation to the Government, as the case may be, and when confirmation is so granted such reconstruction or refurbishment shall be considered a Permitted

Construction or Reconstruction or Refurbishment for the purposes of this deed.

6. COMPLIANCE WITH LAW

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

ii. The Emphyteuta shall be bound to comply with and to carry out any obligation or duty imposed by law on the owners of buildings or lands and this according to what is stated in Article one thousand five hundred and seven (1507) of the Civil Code (Chapter sixteen (16) of the Laws of Malta).

iii. All burdens, taxes, rates, impositions or other charges whatsoever imposed by law on the owners of land shall be paid by the Emphyteuta.

7. ACCESS

The Emphyteuta binds itself to grant all necessary rights to competent authorities in the exercise of their duties in respect of the Emphyteutical Sites.

8. FACILITIES AND STANDARDS

i. The Emphyteuta is bound to provide facilities and standards in accordance with generally accepted standards and relevant legislation, for the efficient operation of the Emphyteutical Sites.

ii. Such facilities and standards shall be the following: -

- a. endeavours to maintain high levels of student general satisfaction;
- b. preserve and maintain the Emphyteutical Sites facilities in a safe, serviceable and efficient condition;
- c. adopt industry acceptable standards of environmentally-friendly energy saving solutions and sustainable use of resources; and
- d. establish rules for the operation of the Emphyteutical Sites such as sanitation, security, accessibility, sustainable energy and

resource use and conservation, crowd control and fire protection at the Emphyteutical Sites.

9. PERMITS, LICENCES AND AUTHORISATIONS

The Emphyteuta shall obtain all the necessary permits and authorisations including all building, development, environmental and sanitary laws and regulations.

10. ANCILLARY OBLIGATIONS OF THE EMPHYTEUTA

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

i. The Emphyteuta shall keep the Emphyteutical Sites and all installations and improvements now existing thereon or which may in the future be constructed or erected thereon at all times in a good state of repair in accordance with applicable law and internationally recognised industry standards, and in case of the rescission and or termination of the Emphyteutical Grant, or part thereof, in accordance with this deed, it shall relinquish the Emphyteutical Sites affected by the rescission and or termination and any permanent improvements thereon in a good state of repair and operation, fair wear and tear excepted, without any right of compensation.

ii. Any damage occurring not only through ordinary causes but also through fortuitous, extraordinary and unforeseen circumstances or by Act of God, even if the Emphyteutical Sites perish in whole, shall be made good without delay by the Emphyteuta who shall be bound to reconstruct, repair or replace the whole or part of the Emphyteutical Sites, including all the buildings, installations and improvements existing at the moment of the events causing the damage, and this at its own cost, so as to render the Emphyteutical Sites capable of being operated in accordance with the 'Permitted Use', in the most expeditious manner possible.

For the avoidance of doubt, the Authority and the Emphyteuta agree that the provisions arising from section one thousand five hundred and fifteen (1515) of the Civil Code, shall not automatically apply to this Emphyteutical Grant.

iii. The Emphyteuta shall give immediate notice to the competent authority of the discovery of any trace of objects or monuments of local antiquarian or archaeological importance on the Emphyteutical Sites during any Permitted Construction, or Reconstruction or Refurbishment thereon. Any find of such movables shall "ipso facto" become the property of the Government. On obtaining information of each such discovery the Government shall have the right to access any part of the Emphyteutical Sites to which the finds purport to relate, for the purposes of causing the latter to be inspected by any person delegated for the purpose and on ascertaining the existence of such finds. In any such event, the Government

shall have the right to terminate the Emphyteutical Grant, on giving notice thereof to the Emphyteuta. In any such event, the Emphyteuta shall be entitled to compensation only for and to the extent of the actual value of such works as it may have carried out on the Emphyteutical Sites (and at a valuation of the same to be made by the Government), and it shall not be entitled to any other compensation of any sort. Provided that, in any such event, the Emphyteuta:

- a. shall have the right to opt either to retain that part of the Emphyteutical Grant not affected by such finds with a relative diminution of ground rent, and the termination shall only relate to such part affected by such finds ; or,
- b. where this is possible, integrate such finds within Permitted Construction, or Reconstruction or Refurbishment, in which event the Emphyteutical Grant shall not be terminated .

Provided further that should action by any authority, agency or department relative to any such discovery, cause any hindrance or delay in the progress of the works, a pro-rata reduction of ground rent for the duration of such hindrance and delay and an extension of all applicable and relative time limits will become effective.

iv. The Emphyteuta shall not cause damage to existing public services passing through, under or above the Emphyteutical Sites and when damage is caused or the temporary removal is necessary it shall be bound to re-instate the same as soon as possible.

v. Saving for what is stated in this deed, the Emphyteuta shall not subject the Emphyteutical Sites to any kind of easement without the prior written consent of the Government.

vi. The Emphyteuta shall not, without the prior written consent of the Government, hypothecate its rights arising from this deed or in any other manner burden the Emphyteutical Sites in favour of any third party.

11. PROHIBITION AGAINST ENCROACHMENT ON ADJACENT LAND

The Emphyteuta is prohibited from extending in any manner any building or structure constructed or erected on the Emphyteutical Site onto adjacent land without the prior written consent of the Government, unless such land is owned by the Emphyteuta.

12. INSURANCE

The Emphyteuta shall insure and keep insured the Emphyteutical Sites and any improvements thereon in its full value against loss or damage including malicious damage resulting from fire and/or explosion, including fire and/or explosion that may be attributable to negligence and such other risks as are customarily insured against with respect to property of a similar

character. Such insurance shall be effected by the Emphyteuta at its own expense.

13. REPAIRS AND MAINTENANCE

The Emphyteuta shall at its own expense, maintain the Emphyteutical Sites and any construction built on the Emphyteutical Sites in a good state of repair and shall carry out such preventive and remedial maintenance as may be necessary in accordance with generally accepted international industry standards. In addition, the Emphyteuta shall (i) at its own cost and expense carry out all ordinary and extraordinary repairs and maintenance including structural repairs or maintenance to the Emphyteutical Sites including all the facilities and services thereon; and (ii) in case of rescission and or termination of this Emphyteutical Grant or part thereof in accordance with this deed, return to the Government those Emphyteutical Sites affected by the dissolution and or termination with all the facilities and services thereon together with any improvements made thereon in a good state of repair and maintenance and fully operational in accordance with generally accepted international industry standards, fair wear and tear excepted, and with no right to compensation. The obligations of repair and maintenance of the Emphyteuta in terms of this clause shall extend to all improvements, including buildings, facilities, services or other erections made on the Emphyteutical Sites.

14. INDEMNITY

The Emphyteuta shall be responsible for and shall indemnify, keep indemnified and hold the Government, including its officers, directors, employees and agents, harmless from and against all losses, damages, injuries, costs, expenses and liabilities of any kind (including legal fees and expenses) arising out of and in relation to:

- a. third party death or injury and liability,
- b. loss or damage to third party property, and
- c. any other liability,

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

15. UTILITIES

The Emphyteuta shall be responsible for procuring and contracting directly with any and all utility providers on its own account for any utility service required to fulfil its obligations and enjoy its rights in terms of this deed.

16. VERIFICATION OF CONDITIONS

The Emphyteuta shall permit the Government's representatives at all reasonable times to have access to the Emphyteutical Sites and to the improvements thereon and, when requested to do so, the Emphyteuta shall give all possible facilities and aid to enable it to verify whether the conditions of this Emphyteutical Grant are being or have been complied with.

17. PUBLIC UTILITIES

The Government or other public utility operators whether owned by the by the Government or otherwise, in consultation with the Emphyteuta, shall have the right to create on any part of the Emphyteutical Sites, any kind of easement which may be necessary for the provisions of public services. The exercise of such rights shall be without any obligation on the part of the Government or any operator to pay any compensation for such easement and access. Provided that such easements shall not in any way hinder or limit the Permitted Use of the Emphyteutical Sites.

18. TRANSFERS

Save as otherwise expressly stipulated in this deed, the Emphyteuta is expressly precluded from: -

- a. transferring by temporary or perpetual title, the *utile dominium* of the Emphyteutical Sites or any part thereof; and/or
- b. granting the Emphyteutical Sites or any part thereof on temporary or perpetual sub-emphyteusis; and/or
- c. entering into any lease agreement, management or operating agreement or into any other agreement by virtue of which the Emphyteuta shall forfeit or relinquish control, whether directly or indirectly, of any of the Emphyteutical Sites or any part thereof; and/or
- d. granting and/or constituting in favour of third parties any other real and/or personal rights, including use, over the Emphyteutical Sites or any part thereof, save for where it is otherwise stated in this deed, in each instance without the express manifest and written consent of the Government.

19. CONDITIONS APPLICABLE TO TRANSFERS

Should the Emphyteuta be permitted to transfer or dispose, in whole or in part, of the Emphyteutical Grant or the Emphyteutical Sites and the improvements made thereon or any rights granted in relation thereto by virtue of this deed, as provided under the preceding clauses and the following conditions shall apply:

- a. A recognition fee (laudemium) equivalent to one (1) year's groundrent (or such pro-rata amount in the case of the transfer of

part of the Emphyteutical Sites) shall be due to Government. This fee shall be paid upon the relative transfer, on pain of nullity of the transfer if the fee is unpaid; Provided that no recognition fee shall be payable if the transfer or disposal as consented by the Government is in favour of the Emphyteuta's subsidiaries or associated companies, foundations or like entities;

- b. The Emphyteuta shall within forty (40) days of any such transfer or disposal by registered letter cause a copy of the relative deed to be forwarded to the Government;
- c. The Emphyteuta shall include in the deed of transfer or disposal all the obligations of the Emphyteuta arising from this deed, it being understood that the aforesaid obligations may be included by reference to this deed.
- d. The Government is moreover entitled to impose any such conditions as it deems appropriate.

20. LEASE & MANAGEMENT AGREEMENTS

i. Notwithstanding the foregoing provisions of this deed, it is expressly agreed that nothing in this deed shall prohibit the Emphyteuta from granting, in whole or in part, the Emphyteutical Sites or the permanent improvements made thereon or any rights granted in relation thereto by virtue of this deed, on lease or under management agreement for the Permitted Use, to a person who is not an Undesirable Person:

Provided that such lease or management agreement is:

- a. granted by the Emphyteuta for the Permitted Use;
- b. subject to the condition that if this Emphyteutical Grant be rescinded and or terminated in accordance with this deed, the lease or management agreement will terminate automatically and simultaneously; and
- c. subject to the further condition that if the lessee or manager is or at any time becomes an Undesirable Person the said lease or management agreement may be terminated on simple notice by the Emphyteuta to the lessee or the manager, and that in such circumstances the Emphyteuta shall give such notice when so requested by the Government.

And provided further that if the Emphyteuta exercise his rights under this clause, a one-time recognition fee equivalent to one (1) year's groundrent shall be due by the Emphyteuta to the Government, which groundrent shall be equivalent to a proportionate amount of groundrent payable at the time of the lease/management agreement in proportion with the area in square

metres as granted by virtue of the said agreement when compared to the total area of the Emphyteutical Sites.

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

It is being specifically agreed that a "lease" and "management agreement" of the Emphyteutical Sites shall not be deemed to be a transfer or disposal in terms of clauses 18 and nineteen (19) hereof.

iii. Nothing in this clause shall be deemed to exonerate the Emphyteuta from its obligations arising from this deed or applicable law and the Emphyteuta shall be jointly and severally liable with the lessee or manager.

iv. For the purposes of this deed an **Undesirable Person** shall be a person who:

- a. Has been convicted of a crime, wherever committed:
 - (i) against the safety of the Government of Malta in terms of Articles fifty-five (55) to fifty-nine (59), both Articles included, of the Criminal Code (Chapter nine of the Laws of Malta), or
 - (ii) against public safety in terms of Articles three hundred and eleven (311) to three hundred and seventeen (317), both Articles included, of the Criminal Code, or
 - (iii) specified in the Schedule to the Extradition Act (Chapter two hundred and seventy six (276) of the Laws of Malta) and liable to a term of imprisonment of more than three (3) years;
 - (iv) against the Prevention of Money Laundering Act (Chapter three hundred and seventy three (373) of the Laws of Malta);
 - (v) in violation of the Articles three hundred and seven (307) to three hundred and fifteen (315) of the Companies Act (Chapter three hundred and eighty six (386) of the Laws of Malta) and in violation of Article one hundred and ninety one (191) of the Criminal Code; or
 - (vi) against the laws or by the courts of another country with respect to the crimes specified in (i),(iv) and (v) above;
- b. Is the subject of sanctions or restrictions issued by the United Nations or other international Governmental Body of which Malta is part and which are adopted by the Government of Malta in terms of the National Interest (Enabling Powers) Act (Chapter three hundred

and sixty five (365) of the Laws of Malta), and this for such time as such sanctions remain in force; or

- c. Is the subject of an international arrest warrant or is otherwise wanted by INTERPOL or other equivalent trans-national police organisation, and this for such time as he so remains; or
- d. Is insolvent or bankrupt and unable to pay his debts as they fall due; or
- e. Being a legal entity, the director or other officer, or the controlling shareholder of which is:
 - (i) an Undesirable Person; or
 - (ii) in case of a Director or officer, disqualified to be a Director of a Company in terms of the Companies Act (Chapter three hundred and eighty six (386) of the Laws of Malta) or of a similar law of a jurisdiction of which the director or officer is a national or resident and this for as long as such person remains so disqualified.

21. TERMINATION

Subject to the provisions of clause twenty-two (22) hereof, the Government shall have the right to terminate the Emphyteutical Grant granted by virtue of this deed, for any of the following reasons:

- i. if the Emphyteuta fails to pay the annual ground-rent or if although it has made part payments, a sum equal in amount to one year's ground rent is still owed to the Government whether by way of ground-rent or interest thereon, or is otherwise in breach of any of the conditions of this deed and fails to remedy such breach within the cure period mentioned in article twenty-two (22) of this deed;
- ii. if the Emphyteuta or any person or entity authorised by him uses the Emphyteutical Sites for any purpose which does not fall within the definition of Permitted Use;
- iii. if the Emphyteuta extends, without the written consent of the Government, in any manner any building or structure constructed on the Emphyteutical Sites onto land adjacent to the Emphyteutical Sites, unless such land is owned by the Emphyteuta;
- iv. if the Emphyteuta fails to obtain and keep in full effect the insurance cover it is required to keep in accordance with the terms of this deed;
- v. if the Emphyteuta transfers the Emphyteutical Grant or the Emphyteutical Sites or improvements thereon or part thereof, in violation of clauses eighteen (18) or nineteen (19) hereof;

vi. if, either because of supervening circumstances, or if because there is a change in either management or control of the Emphyteuta or in the beneficial ownership of an entity which determines management and control of the Emphyteuta, it results that the Emphyteutical Site or part thereof, is being controlled by an Undesirable Person as defined; or

vii. a breach by the Emphyteuta of the law regulating emphyteusis which is not excluded or modified by this deed.

Provided that should not all of the Emphyteutical Grant or the Emphyteutical Sites be affected by an event of default as stipulated in the previous sub-clauses, only that part of the Emphyteutical Grant affected by the event of default shall be terminated. Provided further that, in this event, there shall be a relative diminution of ground rent and the provisions of this Deed relative to its termination shall be construed accordingly.

22. PROCEDURE FOR DEFAULTS AND TERMINATION OF GRANT

i. On the occurrence of any one of the circumstances mentioned in Clause twenty-one (21) of this deed and any time thereafter for such time as such circumstance shall continue, the Government may give notice (the "**Default Notice**") by means of a registered letter to the Emphyteuta of the alleged breach under the provisions of this deed.

ii. The Emphyteuta shall be bound to rectify the default within the time period established by the Default Notice or by agreement of the Parties (hereinafter the "**Cure Period**"), which time period shall not be less than sixty (60) days from receipt of the Default Notice. Provided that the Emphyteuta shall

first have the opportunity, to be exercised within thirty (30) days of receipt of the Default Notice, by means of a registered letter to the Government:

- a. to state why in its reasonable opinion there is no default; or
- b. to undertake to the Government that it will rectify the default within the period stated in the Default Notice.

iii. if the Emphyteuta contests the Default Notice in terms of the proviso to the preceding sub-clause, the Government shall, by means of a registered letter to the Emphyteuta within fifteen (15) days of the receipt of the written contestation, signify whether or not it agrees with the Emphyteuta that there is no default together with the reasons for its decision. Provided that, should the Government agree with the Emphyteuta that there is no default, the Default Notice shall be considered as having been withdrawn. Provided further that, during the period of contestation up until the day on which the Emphyteuta receives the aforesaid registered letter from the Government, the Cure Period shall be suspended.

iv. In the event that the Emphyteuta exercises the option in terms of clause twenty, roman numeral ii point b (20.ii.b) and undertakes in favour of the Government that it will rectify the default within the Cure Period stated in the Default Notice, and the default is not remedied to the satisfaction of the Government, the Government shall be entitled to proceed before the ordinary courts of the Republic of Malta to enforce all its rights arising from this deed and according to law, including the termination of the Emphyteutical Grant or part thereof as applicable and all related rights, which demand for termination shall be made according to Law.

v. Failure by the Emphyteuta to contest the Default Notice in accordance with the provisions of this Clause shall constitute acceptance by the Emphyteuta of the Default Notice in accordance with its terms.

vi. Within **six (6) months** of the rescission and or termination of the Emphyteutical Grant, or part thereof, as applicable, by a final judgement delivered by the ordinary courts of the Republic of Malta, or within that other time period established by the Court, the Emphyteuta shall vacate those Emphyteutical Sites affected by the rescission and or termination and return, through the execution of such deeds as may be necessary, the said Emphyteutical Sites with all improvements thereon to the Government in accordance with the terms of this deed, and, in case of default, the Emphyteuta shall be liable to pay a penalty to the Government of three hundred Euro (€300) per day of default for mere delay, to be apportioned pro rata on a daily basis.

Provided that with effect from the lapse of **six (6) months** from the date of the final judgement, or within that other time period established by the Court, the Government shall be entitled to access those Emphyteutical Sites affected by the rescission and or termination and place a representative on the Emphyteutical Sites.

23. RETURN OF PROPERTY ON RESCISSION AND OR TERMINATION

On the rescission and or termination of the Emphyteutical Grant, or part thereof, as applicable in accordance with this deed, the Emphyteuta shall hand over to the Government those Emphyteutical Sites affected by the rescission and or termination together with all buildings, and other improvements which shall exist on said Emphyteutical Sites at such time, in a good state of repair, fair wear and tear excepted, according to law. The Emphyteuta shall have no right to compensation in relation to the value of such buildings, installations, and other improvements.

24. SEVERABILITY

If any part, clause or provision of this deed is adjudged by a court of law to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of law finds that any provision of this deed is invalid or unenforceable, but that by limiting such

provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

25. WAIVERS

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

26. JURISDICTION

The Parties agree that any dispute, controversy or claim which may arise out of or in relation to this Emphyteutical Grant, or of any rights granted in virtue of this deed or the breach, dissolution andr termination or invalidity thereof shall be subject to the exclusive jurisdiction of the ordinary courts of the Republic of Malta.

27. APPLICABLE LAW

This deed shall be governed by and construed according to the Laws of Malta as in force from time to time.

28. NOTICES

Any notice required or permitted to be given in terms of this deed, shall be in writing and may be served personally or by registered mail, return receipt requested in the event of being served personally. Such notices shall be effective upon delivery and shall be made to the following:

- a. When served on the University, to the legal representative of the University of Malta, at its official address;
- b. When served on Government, to the legal representative of the Lands Authority as established under Chapter five hundred sixty-three (563) of the Laws of Malta, or any subsequent or other authority under such law enacted for the purposes of regulating Government property, at its official address.

29. COSTS

All Notarial fees and expenses and other related fees payable upon publication of this deed shall be at the charge of the said Emphyteuta. Each party shall be responsible for the payment of the fees of its own advisors.

Statutory Declarations

I, the undersigned Notary declare to have explained to the Parties the importance of the veracity of their declarations in respect of the value of the whole Emphyteutical Site. It is hereby declared that the value given to the whole Emphyteutical Sites in virtue of this perpetual Emphyteutical Grant is fair and just after I explained to the Parties about the importance of this declaration.

For the purposes of the Duty on Documents and Transfers Act, Chapter three hundred sixty-four (Cap. 364) of the Laws of Malta, it is hereby declared that the duty payable on this deed by the Emphyteuta amounts to

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

For the purposes of the Income Tax Act, Chapter one hundred twenty-three (123) of the Laws of Malta and for the purposes of the Income Tax Management Act, Chapter three hundred seventy-two (Cap. 372) of the Laws of Malta, it is hereby declared that no capital gains tax is due since the Government is exempt from the payment of tax.

For the purposes of the Immovable Property (Acquisition by Non-Residents) Act, Chapter two hundred forty-six (Cap. 246) of the Laws of Malta (the "AIP Act"), the Emphyteuta declares that it qualifies to acquire the property above being transferred without the necessity of a permit for the acquisition of immovable property by non-residents in view of the fact that:-
.....

For the purposes of Land Registration Act, Chapter two hundred ninety-six (296) of the Laws of Malta, it is hereby declared that the Emphyteutical Sites are registered in the Land Registry.

For the purposes of sub-article twelve (12) of article five capital A (5A) of the Income Tax Act, chapter one hundred twenty three (Cap. 123) of the Laws of Malta, the Parties declare that they have declared to the undersigned Notary all the facts that determine if the transfer is one to which Article 5A applies and that are relevant for ascertaining the proper amount of tax chargeable or any exemption, including the value which, in their opinion, reasonably reflects the market value of the said property, if this value is higher than the consideration for the transfer. The Parties make such declaration after the undersigned notary warned them about the importance of the truthfulness of this declaration of theirs.



For the purpose of the second proviso to sub-article five (5) of Article eighty-four capital C (84C) of the Notarial Profession and Notarial Archives Act, Chapter fifty-five (Cap. 55) of the Laws of Malta, it is being declared that paragraph letter 'd' of the regulation number four (4) of the Legal Notice regarding the 'Examination of Title Regulations', the Notary is exempt *'ipso iure'* from examining the title with regards to the immovable property being acquired by means of this deed and the emphyteuta declares that I the undersigned Notary explained to them the importance and consequences of such exemption.

For the purposes of the Government Lands Act, Chapter five hundred seventy-three (Cap. 573) of the Laws of Malta, this deed and each one and all its parts and the transactions contained therein have been approved by the House of Representatives of Malta by special resolution made during the sitting of the(20....).

This deed has been done, read and published after I the undersigned Notary explained the contents hereof to the Parties hereto according to law in Malta,

