

333. Il-Ministru għall-Artijiet u l-Implimentazzjoni tal-Programm Elettorali, l-Onor. Stefan Zrinzo Azzopardi, jipproponi:

Billi d-domanda għall-enerġija elettrika hija indikatur ewlieni tal-livell tal-għajxien tal-pajjiż;

U billi hija l-politika tal-Gvern illi jiġu provduti mezzi għaž-żieda fid-domanda tal-elettriku bl-aħjar modi possibbli fosthom permezz ta' tishih fl-infrastruttura u bini ta' infrastruttura ġdida;

Illi l-kumpanija Enemalta plc (li hija l-fornitur ewlieni tal-elettriku f'Malta) għaddejja bi pjan ta' rinfurzar tas-sistema ta' distribuzzjoni elettrika mal-pajjiż kollu li, fost tishih fl-infrastruttura, il-pjan jinkludi t-twaqqif ta' erba' ċentri ġodda ta' distribuzzjoni;

Illi Enemalta plc qed tipproponi ċentru ġdid ta' distribuzzjoni fis-Siġġiewi sabiex iżżid il-kapaċità u l-effiċjenza fis-sistema elettrika li sservi lis-Siġġiewi, Haż-Żebbuġ, Hal Qormi, iż-Żurrieq, il-Qrendi, l-Imqabba u l-inħawi. L-għan ta' dan l-iżvilupp huwa sabiex jitneħħa l-piż minn fuq ċentri ta' distribuzzjoni li preżentement qegħdin ifornu lis-Siġġiewi u l-lokalitajiet tal-madwar. Dawn jinkludu ċ-ċentri ta' Hal Kirkop, Hal Far, il-Mosta u l-Marsa (in-naħa t'isfel);

Illi Enemalta plc identifikat art proprjetà tal-Gvern fis-Siġġiewi li hija ideali sabiex tibni dan iċ-ċentru ta' distribuzzjoni;

U billi Enemalta plc ressqet żewġ talbiet lill-Awtorità tal-Artijiet sabiex takkwista kunsens biex tissottometti applikazzjoni ta' żvilupp mal-Awtorità tal-Ippjanar u sabiex takkwista titlu fuq is-sit magħżul;

Illi l-Awtorità tal-Artijiet tat dan il-kunsens mitlub u sussegwentement l-Awtorità tal-Ippjanar approvat in-notifikazzjoni ta' żvilupp (DN/00743/24) għall-bini ta' ċentru ta' distribuzzjoni ġewwa s-Siġġiewi;

Għaldaqstant wara li ġie meqjus l-interess pubbliku ta' dan l-iżvilupp, l-Awtorità tal-Artijiet ikkunsidrat li huwa ġustifikabbli li jsir trasferiment ta' art fl-inħawi magħrufa bħala 'Il-Qasam iċ-Ċkejken' fi Triq San Niklaw, is-Siġġiewi b'qies ta' 1,800 m² murija bl-aħmar fuq il-pjanta P.D. Nru: 2024_004 lill-Enemalta plc għall-proġett propost b'konċessjoni enfitewtika temporanja ta' 65 sena b'ċens ta' sitt elef sitt mija u sitt ewro fis-sena (€6,606) rivedibbli kull 10 snin abbażi tal-indiċi tal-proprjetà ppubblikat mill-Uffiċċju Nazzjonali tal-Istatistika (NSO) jew bl-10%, skont liem ikun l-oġġla. Il-valur taċ-ċens ġie stabbilit permezz ta' valutazzjoni datata s-26 ta' Novembru 2024 liema valutazzjoni hija annessa ma' din ir-riżoluzzjoni;

U billi fl-artiklu 31, subartiklu (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 skont riżoluzzjoni speċjali tal-Kamra tad-Deputati li tkun fis-seħħ fil-waqt tat-trasferiment;

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

Għalhekk huwa b'dan riżolut illi jsir trasferiment lil Enemalta plc tal-art tal-kejl ta' 1,800m² fl-inħawi magħrufa bħala 'Il-Qasam iċ-Ċkejken' fi Triq San Niklaw, is-Siġġiewi murija bil-

kulur aħmar fuq il-pjanta P.D. No: 2024_004 skont il-pattijiet u l-kundizzjonijiet imsemmija fl-abbozz hawnhekk anness.

03.02.2025

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Before me, Doctor Joseph Borg, a Notary Public 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:

....., who is appearing on this deed in the name of and in representation of the Government of Malta as duly authorized by virtue of a Board Minute of the Board of Governors of the Lands Authority numberfor and in representation of the **Lands Authority**, hereinafter called '**the Government of Malta**' and/or '**the Government**', and/or '**the Assignor**' as the case may be.

The file bears the letter 'L' and number seven stroke two thousand and twenty four (L 7/2024).

Of the second part:

, who are appearing hereon in the name and in representation of **ENEMALTA P.L.C.** bearing company registration number C 5836 having its registered office at Triq il-Belt il-Hazna, Marsa, Malta, as duly authorised in virtue of the memorandum and articles of association of the said company, hereinafter referred to as 'the Emphyteuta'.

In virtue of this deed, the Government hereby grants to ENEMALTA P.L.C. on whose behalf the said

accept and acquire on temporary emphyteusis for a period of **sixty-five (65)** years reckoned as from the date of this deed to the emphyteuta which accepts, **the plot of land situated in an area known as 'Il-Qasam ic-Ckejken, in Triq San Niklaw, Siggiewi, Malta**, having an area of approximately one thousand eight hundred metres squared (1,800 m²) bounded from the North with the aforementioned Triq San Niklaw and on all other compass points with property of unknown third parties or more accurate and correct boundaries as shown bordered in red on the plan indicated as Property Drawing number two thousand and twenty-four underscore zero zero four (P.D. No. 2024_004) attached to this deed and marked as document letter 'A', with all

Deed Number:

24/2023

Grant of
Temporary
Emphyteusis

Enrolled:

11/09/2023

Number:


22878/2023

VOL 1:-

16850/2023

LRA:

LRC:

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its rights and appurtenances, in consideration of the **temporary yearly ground rent of six thousand six hundred and six Euro (€6,606)**.

The immovable granted in virtue of this deed is referred to as "**the Emphyteutical Site**".

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. Tale Quale

The Property is being granted 'tale quale' in its current state and condition.

2. Ground Rent

- (i) The ground-rent shall be payable yearly in advance from the date of this present deed and every yearly anniversary thereafter.
- (ii) Interest at the rate of eight per cent (8%) per annum shall automatically accrue without the need of any other formality, judicial or otherwise, on the ground rent not paid when it falls due with effect from the due date up to the date of effective payment.
- (iii) The yearly pro tempore ground rent shall be increased every ten (10) years based on the proportionate increase in the property index published by National Statistics Office (NSO) or by ten percent (10%), on the ground rent payable annually in terms of this deed in each year in the immediately preceding ten (10) year term, whichever is the higher. In view that the Index of property index 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. The first such revision shall take place _____ on _____ the

_____.

3. Free from burdens

Save for any public services currently passing through, under or over the Emphyteutical Site and save as otherwise stated in this deed the Emphyteutical Site is hereby granted as free and

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unencumbered from all burdens, other servitudes, hypothecs and privileges, and free from all rights, both real and personal and of whatever nature, in favour of third parties.

4. Use

Without prejudice to the Emphyteuta's obligations and rights of the Government of Malta pursuant to this Deed, the Emphyteuta shall be entitled to enjoy and make full use of the Emphyteutical Site solely **for the purpose of the construction of a new Electricity Distribution Centre**, later on in this deed referred to as 'The Permitted Use'. The Emphyteuta shall be obliged to duly submit and validate the necessary Development Permission Applications and to obtain a valid completion certificate from the Planning Authority for the Permitted Use within a period of five (5) years from today, failing which the Government shall have the right to terminate the emphyteutical concession, the subject matter of this deed.

No other use is permitted unless otherwise expressly approved and agreed in writing by the Government, which approval and agreement can be refused without the obligation to give reasons for such refusal.

5. Exclusion of Warranty Against Latent Defects

The Government with the acceptance of said Emphyteuta expressly excludes any warranty against latent defects.

6. Access

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

7. Modifications to Property

(i) Subject to such permits required by law, the Emphyteuta may carry out on the Property 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 Reconstruction or Refurbishment at its discretion. The emphyteuta shall be obliged to notify the Government with copies of all plans and permits relative to such works prior to commencement of such works.

(ii) The term "Permitted Reconstruction or Refurbishment" for the purposes of this deed shall mean such reconstruction or refurbishment which either:



- a. is in the ordinary course of its business, or
- b. is required by law, or
- c. which may be agreed to in advance by the Government in writing only if such works are intended for the Emphyteuta to continue to comply with its obligations in terms of this deed.

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

8. Compliance with law

The Emphyteuta shall, at 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 Property, and shall faithfully observe all conditions included in all licences, permits and authorisations issued to the Emphyteuta or for the Property in relation to the business 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 licenses and permits necessary for the use of the Property in accordance with the Permitted Use.

9. Environmental Obligations

The Emphyteuta expressly recognizes its duty to observe to the highest standards all applicable laws relating to the preservation and protection of the environment including those aimed at the prevention of pollution. In this regard the Emphyteuta undertakes to co-operate fully in implementing all local and international measures adopted by or binding on the Government of Malta which are designed to enhance standards of operation and safety and to implement preventive and recovery clean up systems in case of accidents.

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 be bound to carry out all obligations imposed on the owners of buildings, lands, installations and improvements falling under this deed, and the Government shall not be bound under any circumstance to contribute to the



expense required for the carrying out of any such obligations whatever may be the amount of such expense and whatever may be the remaining period of the Emphyteutical Grant when such obligations fall due to be carried out.

ii. The Emphyteuta shall keep the Emphyteutical Site 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 on the termination of the Emphyteutical Grant by expiration of time or on dissolution of such grant for any other reason, it shall relinquish the Emphyteutical Site and any permanent improvements thereon in a good state of repair and operation, fair wear and tear excepted, without any right of compensation.

iii. 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 Site perishes in whole, shall be made good by the Emphyteuta who shall be bound to reconstruct, repair or replace the whole or part of the Emphyteutical Site, 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 Site capable of being operated in accordance with the 'Permitted Use', in the most expeditious manner possible.

For the avoidance of doubt, the Government and the Emphyteuta agree that the provisions arising from section one thousand five hundred and fifteen (1515) of the Civil Code, Chapter sixteen (16) of the Laws of Malta, shall not automatically apply to this Emphyteutical Grant.

iv. The Emphyteuta shall not permit oil, grease, trade wastes or other deleterious matter to enter the drains and sewers of the Government and to employ such plant for treating any deleterious effluent before permitting the same to enter such drains and sewers as may be reasonably required by the Government or by law, from time to time.

v. 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 (including but not limited to all old remains such as caves, tombs, wells, stonewalls, pottery, coins, bones and other objects of a similar nature) on the Property. 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 Property 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, the Government shall have the right to rescind the emphyteutical grant, on giving notice thereof to the Emphyteuta. In such event, the Emphyteuta shall not be entitled to any compensation of any sort;

Provided further that:

- a. the Emphyteuta may nonetheless opt either to retain that part of the Emphyteutical Site not affected by such finds with a relative diminution of ground rent or where this is possible integrate such finds within the Emphyteutical Site; and
 - b. should action by any Government 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.
- vi. The Emphyteuta shall not cause damage to existing public services passing through, under or above the Property and when damage is caused or the temporary removal is necessary it shall be bound to re-instate same as soon as possible.
- vii. The Emphyteuta shall not subject the Property to any kind of easement without the prior written consent of the Government.
- viii. 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 Site 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, whether such land is also owned by the Emphyteuta or otherwise, without the prior written consent of the Lands Authority, which consent by Lands Authority shall not be unreasonably withheld.

12. Insurance

The Emphyteuta shall insure and keep insured throughout the duration of the emphyteusis the Emphyteutical Site 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

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negligence and such other risks as are customarily insured against with respect to property of a similar character in or bordering the Mediterranean. Such insurance shall be effected by the Emphyteuta at its own expense;

Provided that in the event that if such insurance cover is not ordinarily available or commercially feasible whether on the national or international market, the Government and the Emphyteuta shall meet to discuss and within the period of six (6) months thereof decide how best to protect their interests, in default of such a decision the obligation to obtain an insurance cover shall apply. The lack of insurance cover during such period shall not be deemed to be a breach of the conditions of this deed on the part of the Emphyteuta.

The Government of Malta may at all times request the Emphyteuta to produce proof that such insurance has been validly affected and is being renewed.

13. Repairs and Maintenance

The Emphyteuta shall at its own expense, maintain the Emphyteutical Site 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 to the Emphyteutical Site including all the facilities and services thereon; and (ii) return to the Government the Emphyteutical Site with all the facilities and services thereon together with any improvements made thereon at the termination or expiration of this deed, in a good state of repair and maintenance and fully operational in accordance with generally accepted international industry standards and with no right to compensation. The obligations of repair and maintenance by the Emphyteuta in terms of this clause shall extend to all improvements, including buildings, facilities, services or other erections made on the Emphyteutical Site.

14. Indemnity

The Emphyteuta shall be responsible for and shall indemnify, keep indemnified and hold the Government/ Lands Authority (its officers, directors, employees and agents), Government departments and Government entities 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 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 Site.

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. Rights of Entities established by Law

Any entity that is required by law or administrative order to have a presence at the Emphyteutical Site, especially in those immovables falling within the emphyteutical land shall be entitled to occupy, free of charge, that part of the Emphyteutical Site and of such size as may be assigned to them by the Emphyteuta, from time to time, as is reasonably necessary for them to fulfil their operational duties. The Emphyteuta shall have the right to alter the size and location of any part of the Emphyteutical Site so occupied by such entities, acting reasonably.

17. Verification of Conditions

The Emphyteuta shall permit the Lands Authority or his representative at all reasonable times to have access to the emphyteutical site and to the improvements thereon and when requested to do so, the Emphyteuta shall give all possible facilities and aid to enable him to verify whether the conditions of this grant are being or have been complied with. In the event that the Emphyteuta defaults in its obligations under this clause, it shall incur a penalty of two hundred thirty-two Euros and ninety-four cents (€232.94) for each and every occurrence.

18. Public Utilities

The Government or other public utility operators whether owned by the Government or otherwise, shall have the right to create on any part of the Emphyteutical Site, any kind of easement which may be necessary for the provision of public services. The Emphyteuta shall not be entitled to object to the passage of public services by Government or the said public

utility operators through the Emphyteutical Site provided that this does not materially adversely affect the business of the Emphyteuta. The exercise of such rights shall be without any obligation on the part of Government or any operator to pay any compensation for such easement and access.

Provided that the Government or the public utility operator shall have a duty to pass such services and utilities in the manner which is least injurious to the Emphyteuta.

19. Transfers

(i) The Emphyteuta shall not transfer or otherwise dispose of the Emphyteutical Grant or the Property or improvements thereon in whole or in part without first obtaining the written consent of the Government, which consent shall lie within the absolute discretion of the Government and can be refused without the obligation to give reasons for such refusal.

(ii) For the purposes of this clause any shared transfer agreement or any other contract sui generis implying transfer or assignment, entered into by the emphyteuta and a third party, even if in respect of part of the shares in the Company, shall be deemed to be a prohibited transfer or disposal and prior written approval by the Government has to be obtained.

(iii) The Government shall give its consent to the transfer of the Emphyteutical Grant or the Property as requested in the application, without delay, if:

- a. the terms and conditions of the proposed transfer are consistent with the terms and conditions of this deed; and
- b. the proposed transferee is, in the reasonable opinion of the Government, not an Undesirable Person.

(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 for 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;

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.

c. Is the subject of an international arrest warrant or is otherwise wanted by INTERPOL or other equivalent transnational police organisation, and this for such time as he so remains.

d. Is insolvent or bankrupt and unable to pay his debts as they fall due.

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 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.

"Person" means an individual or a legal entity, whether registered or not and this irrespective of citizenship, place of registration, residence or management.

20. Nothing in Clause nineteen (19) shall be deemed to waive the obligations of the Emphyteuta and / or the prospective transferee arising from any other law concerning the transfer of immovable property in Malta.

21. Nothing in Clause nineteen (19) shall be construed as prohibiting the enforcement by banks granting banking facilities to the Emphyteuta and having a security interest over any part of the Property or improvements thereon from enforcing their rights over such property, including by way of judicial sale by auction. The Government, however reserves the right, at all times, to refuse to recognise a potential acquirer on the basis that it is an

Undesirable Person as defined in this Clause.

22. Conditions applicable to transfers

Should the Emphyteuta be permitted to dispose of its interest as provided under the preceding Clauses the following conditions shall apply:

- i. The Emphyteuta shall not impose in its favour any additional groundrent or other yearly burthen on the Property.
- ii. A recognition fee (laudemium) equivalent to one (1) year's groundrent shall be due to Government and should the transferee fail to pay the said 'laudemium' within forty (40) days of the relative deed of transfer the Emphyteuta and the transferee shall be jointly liable to pay a penalty of one thousand one hundred and sixty-five Euro (€1,165), over and above the said recognition fee, per day of default for mere delay.
- iii. The Emphyteuta shall within forty (40) days of any transfer of Property inform the Lands Authority of such transfer by registered letter and cause a copy of the relative deed to be forwarded to the Lands Authority. Should it fail to do so, it shall be liable to pay a penalty of one thousand one hundred and sixty-five Euro (€1,165) per day of default for mere delay.
- iv. The Emphyteuta shall include in the deed of transfer all the obligations of the Emphyteuta arising from this deed.
- v. The Government is moreover entitled to impose any such conditions as it deems appropriate.

23. Leases and Management Agreements

- (i) Nothing in this deed shall prohibit the Emphyteuta from granting on lease or under management agreement, for operational reasons only, to a person who is not an Undesirable Person, the whole or parts of the Property, provided that such lease or management agreement is:
 - a. granted by the Emphyteuta for the Permitted Use;
 - b. in the normal course of the business of the Emphyteuta;
 - c. subject to the condition that if this Emphyteutical Grant be dissolved for any reason, the lease or management will terminate automatically and simultaneously; and
 - d. 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 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 of Malta.

And provided further that if the Emphyteuta exercises its rights under this article, a one-time recognition fee equivalent to one (1) year's ground-rent shall be due by the Emphyteuta to the Government, which ground-rent shall be equivalent to a proportionate amount of ground-rent payable at the time of the lease/management agreement in proportion with the area in square meters as granted by virtue of the said agreement when compared to the total area of the emphyteutical site.

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.

(ii) 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 and or manager.

24. Dissolution and Termination

The Government shall have the right to dissolve this Emphyteutical Grant granted by virtue of this deed, for any of the following reasons:

- i. if the Emphyteuta fails to pay the annual groundrent for three years or if although it has made part payments in each year, a sum equal in amount to three year's ground rent is still owed to Government whether by way of groundrent or interest thereon;
- ii. if the Emphyteuta uses the Emphyteutical Site 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 of Malta in any manner any building or structure constructed on the Emphyteutical Site or onto land adjacent to the Emphyteutical Site, whether such land is also owned by the Emphyteuta or otherwise;
- 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 Site or improvements thereon or part thereof without the prior written consent of the Government;

vi. if the Emphyteuta, for reasons directly or indirectly attributable to the Emphyteuta, ceases for a period exceeding twelve (12) months to operate its business from the Property hereof or for such period otherwise abandons the Property;

Provided that for the purposes of this sub-clause only, the interruption of operations for any Permitted Reconstruction or Refurbishment shall not be treated as a cessation of operations.

vii. 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.

viii. If the necessary building/construction permits are not obtained from the competent authorities within a period of five (5) years from today.

25. Procedure for defaults and dissolution of grant

Default Notice

(i) On the occurrence of any one of the circumstances mentioned in Clause twenty-four (24) 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 and of a time period (hereafter referred to as a "Cure Period"), being not less than sixty (60) days from receipt of the Default Notice, for the Emphyteuta to rectify the default.

During any Cure Period, whether established by the Default Notice, the agreement of the parties or the arbitrator as stated below, the Emphyteuta shall be bound to rectify the default.

Emphyteuta's Options:-

- (ii) The Emphyteuta shall have the option, to be exercised within thirty (30) days of receipt of the Default Notice, by means of a registered letter to the Government:
- (a) either 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, in which case it may also demand that the Cure Period be extended to a date to be stated in such response.

(iii) Unless the Government signifies by means of a registered letter to the Emphyteuta, within fifteen (15) days of the receipt of the response, that it agrees with the Emphyteuta that:

(a) there is no default, or

(b) the proposed extension of time to the Cure Period is acceptable,

the Emphyteuta shall be entitled to refer the matter to arbitration by not later than thirty (30) days from the dispatch of its response to the Government.

(iv) Failure by the Emphyteuta to contest the Default Notice in accordance with Clause twenty six roman two [(26) (ii)] or to refer the matter to arbitration in accordance with Clause twenty six roman three [(26) (iii)] shall constitute acceptance by the Emphyteuta of the Default Notice in accordance with its terms.

Disputes as to existence of Default

(v) Any disputes relating to the existence or otherwise of a default referred to arbitration in terms of the above shall be determined by a panel of three arbitrators.

Disputes Relating to the Cure Period

(vi) Any disputes relating to the duration of the Cure Period referred to arbitration in terms of the above shall be determined by one arbitrator, who may establish a longer Cure Period, which period may be extended by the arbitrator as may be just and reasonable in the circumstances. The arbitrator shall enjoy all the powers of the Court in this regard as stated in the Civil Code in the Title on Emphyteusis.

Lapse of Cure Period

(vii) On the lapse of the Cure Period without a default being rectified, the Government shall have the right to demand the dissolution of the Emphyteutical Grant and all related rights.

Such right shall be exercised by the issue of a Termination Demand notified to the Emphyteuta by means of registered letter.

Disputes in relation to Rectification of Default

(viii) In the event of disagreement as to whether a default has been satisfactorily remedied or not, any of the parties may refer the matter to arbitration by three arbitrators. The arbitrators shall be empowered:

- a) to determine whether such action as has been taken is satisfactory rectification of the default, or
- b) to grant a further period for the rectification of the default under specific terms and conditions, or
- c) to declare the termination of the Emphyteutical Grant, and/or
- d) to give such other directives as the tribunal may decide, including in case of termination, the right, which right is hereby expressly granted by the parties, to appoint a Notary to publish the deed of termination of the Emphyteutical Grant, to determine a day, time and place for the publication of the relative deed and to appoint a third party to execute such deed on behalf of the Emphyteuta in the event that the Emphyteuta fails to appear for the publication of the aforesaid deed on the day, time and place so determined.

Disputes following acceptance of a Default Notice

- (ix) In the event of disputes following acceptance of a Default Notice, the parties may refer the matter to arbitration by three arbitrators. The arbitrators shall be empowered :
- (a) to declare the termination of the Emphyteutical Grant, and
 - (b) to give such other directives as the tribunal may decide, including, the right, which right is hereby expressly granted by the parties, to appoint a Notary to publish the deed of termination of the Emphyteutical Grant, to determine a day, time and place for the publication of the relative deed and to appoint a third party to execute such deed on behalf of the Emphyteuta in the event that the Emphyteuta fails to appear for the publication of the aforesaid deed on the day, time and place so determined.

Dissolution

- (x) The Emphyteutical Grant shall be dissolved 'ipso jure' upon the registration with the Malta Arbitration Centre of the final award to that effect by the arbitration tribunal.

Within seven (7) days of the dissolution of the Emphyteutical Grant by a final arbitration award, the Emphyteuta shall vacate the Property and return, through the execution of such deeds as may be necessary, the Property 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 twenty-three thousand two hundred and ninety-four Euro (€23,294) per day of default for mere delay.

Provided that with effect from the lapse of seven (7) days from the date of the communication of the final arbitration award, the Government shall be entitled to access the Property and place a representative on site and the arbitrator shall be entitled to give all necessary orders in relation to the re-possession of the

property.

26. Return of Property on Termination

On the termination of the Emphyteutical Grant and of the rights granted under this deed by expiration of time, or on dissolution of such grant and termination of such rights for any other reason whatsoever the Emphyteuta shall hand over to the Government of Malta the Emphyteutical Site together with all buildings, and other improvements which shall exist on the Emphyteutical Site at such time, in good state of repair, fair wear and tear excepted, according to law. The Emphyteuta shall have no right to compensation whatever may be the cause of termination, the value of such buildings' installations, and other improvements, or the remaining period of the Emphyteutical Grant, whatever may be the value of the buildings and installations on the emphyteutical site and whatever may be the remaining period of the Emphyteutical grant.

27. Transfer of Government Rights

Government of Malta shall have the right to sell, assign or transfer in any manner whatsoever the 'directum dominium' of the Emphyteutical Site or the right to receive the payment of the groundrent (as a separate receivable).

Furthermore, the parties agree that notwithstanding the assignment, sale or transfer of the 'directum dominium' or the right to receive payment of the ground-rent, all consents or approvals required from the Government of Malta pursuant to this deed shall continue to be exclusively required from the Government of Malta.

28. Severability

If any part, clause or provision of this deed shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of law or other tribunal 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.

29. 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.

30. Arbitration and applicable law

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, termination or invalidity thereof shall be referred to arbitration in terms of part four (IV) (Domestic Arbitration), of the Arbitration Act, Chapter three hundred and eighty seven (Cap. 387) of the Laws of Malta.

31. Applicable law

This deed shall be governed by and construed according to the Laws of Malta.

32. 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. Such notices shall be effective upon delivery.

33. 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.

34. Security

In order to secure payment of the said groundrent and the proper performance of all the obligations hereby undertaken, the Emphyteuta, in addition to the privilege established by law in respect of the said Emphyteutical Site, hereby hypothecates in favour of the Government of Malta on whose behalf the said Lands Authority accepts all the said property in general present and future of the Emphyteuta.

Statutory Declarations

For the purposes of the Government Lands Act (chapter five hundred and seventy-three [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 plenary sitting number

_____ dated _____

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 Site in virtue of this temporary emphyteutical grant is fair and just after I explained to the contracting parties about the importance of this declaration.

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

For the purposes of sub-article two 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 the immovable property acquired in virtue of this deed is a plot of land. The 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 and twenty three (123) of the Laws of Malta and for the purposes of the Income Tax Management Act, Chapter three hundred and seventy two (372) of the Laws of Malta, it is hereby declared that no capital gains tax is due since the Government of Malta is exempt from the payment of tax.

For the purposes of Chapter two hundred and forty-six (246) of the Laws of Malta, the Immovable Property (Acquisition by Non-Residents) Act, it is hereby being declared that this deed is being published in accordance with permit number

_____ (/)
issued on the

_____ hereby annexed
and marked document "B".

For the purposes of sub article twelve (12) of article five capital A (5A) of the Income Tax Act, 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.

Fees and expenses relative to the contract, including notarial fees will be at the charge of the Emphyteuta.

For the purpose of the second proviso to Sub-Article five (5) of Article eighty four letter C (84C) of the Notarial Profession and Notarial Archives Act, 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.

This deed has been done, read and published after I the undersigned Notary explained the contents hereof to the parties hereto according to law at -


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Site Plan
S.S. 4865

Map Ref.: X:48651
Y:551010209
X:48594
Y:5505613 (MGS94)

Scale 1:2000



Property No : E202300
Area : 1,656m²



Auberge de Baviera
St. Sebastion Str. Valletta
Phone: 00356 2281 3230-24042
Website: landsauthority.org.mt

Estate Management & Business Development

Locality: SIGGIEWI

P.D. No.: 2024_004

Scale: 1 : 1000

File No.: LJ0007/2024

Drawn By: cianj014

(sgt. J. Schenbert)

A.S.C.E

Date: 03 rd. January 2024

5A

EXTENT INTERPRETED FROM DRAWING SUBMITTED BY APPLICANT (GOV1/2023/0538)



LANDS
Authority

1. Dettalji tar-Rapport

1.1 Numru tal-Fajl tal-Awtorità

EXP/00099/2024 - L/0007/2024

1.2 Indirizz tal-Propjetà / Sit li Qed Tiġi Valutata

'Il-Qasam ic-Ckejken', Triq San Niklaw, Siggiewi, Siggiewi, Malta

L-indirizz tal-propjetà, kull fejn applikabbli, għandu jkun fil-forma li l-ewwel l-isem tal-propjetà, in-numru tal-bieb, l-isem tat-triq, l-isem tal-lokalità u fl-aħħar l-isem tal-kunsill lokali. Fil-każ ta' art, l-indirizz għandu jindika l-isem tat-triq pubblika li tagħti aċċess għas-sit. Fejn l-art jew bini għandhom faċċata fuq aktar minn triq waħda, għandu jtnizzel l-isem ta' kull triq.

1.3 Dettalji tal-Perit Inkarigat

Isem:	David Paul
Kunjom:	Grima
Isem tal-Kumpanija: <i>fejn applikabbli</i>	SAS Malta
Indirizz tal-Uffiċċju:	1B, Nubis Business Centre, Mosta Road, Lija, LJA 9012 Malta
Numru tal-karta tal-Identità:	110082M
Mowbajl:	99878024
Indirizz elettroniku:	david@sasmalta.com
Numru tal-Warrant:	570



F'Kaž Li Hemm Aktar Minn Perit Wieħed

Isem: Albert
Kunjom: Cauchi
Isem tal-Kumpanija: *fejn applikabi*
Indirizz tal-Uffiċċju: Fressenda, Triq il-Mensija, St.Julians STJ 1968

Numru tal-karta tal-Identità: 0082847M
Mowbajl: 99490103
Indirizz elettroniku: acauchi2@gmail.com
Numru tal-Warrant: 126

F'Kaž Li Hemm Aktar Minn Żewġ Periti

Isem: Francesca
Kunjom: Scicluna
Isem tal-Kumpanija: *fejn applikabi*
Indirizz tal-Uffiċċju: T6F16, Favray Court, Tigne Point, Sliema

Numru tal-karta tal-Identità: 0169889M
Mowbajl: 99980008
Indirizz elettroniku: info@francescascicluna.com
Numru tal-Warrant: 867

1.4 Deskrizzjoni tal-Inkarigu:

L-esponenti gew mitluba biex jahdmu din il-valutazzjoni wara l-bzonn nazzjonali ta' centru tad-distribuzzjoni iehor operat mill-kumpanija Enemalta.

L-esponenti huma mitluba biex jahdmu

a. Il-Valur Liberu u Frank tas-sit inkwistjoni ikkumparat ma siti simili fis-suq kurrenti

b. Iċ-Ċens Annwu Relattiv tas-sit

L-esponenti gew infurmati li l-awtorita` tinsab fil-proċess li titrasferixxi dan is-sit lil Enemalta plc permezz ta' konċessjoni emfitewtika ta' 65 sena, speċifikatament għall-bini ta' centru distrettwali ġdid għad-distribuzzjoni tal-elettriku, liema ċens għandu jkun rivedibbli kull 10 snin skont l-indiċi tal-propjeta` ippublikat mill-Uffiċċju Nazzjonali tal-iStatistika jew bl-10% skont liema rata hija l-ogħla.

Il-Perit għandu jiddeskrivi x-xogħol li tqabbaad jagħmel mill-Awtorità u jiddikjara li kull informazzjoni li ġiet pprovduta fir-rapport u f'kull pjanta u/jew dokument iehor anness hija preċiża u veritjiera.

2. Dokumenti Pertinenti

Kull dokument anness ma dan ir-rapport peritali għandu jkun identifikat b'referenza unika.

2.1 Site Plan: Annetti

Ir-rapport għandu jkollu anness site plan l-aktar riċenti tal-Awtorità tal-Ippjanar a skala 1:2,500 f'daqs ta' A4 bil-propjeta` in kwistjoni ċċentrata fil-pjanta u mmarkata bl-aħmar u li turi, fejn applikabbli, l-limiti taż-żona tal-iżvilupp, l-limiti taż-żona ta' konservazzjoni urbana u l-allinjament skemat tal-bini. Fil-każijiet fejn id-data tal-istima ma tkunx dik attwali għandha tintuża wkoll site plan tal-eqreb sena lejn dik tal-istima.

2.2 Pjanta tal-Propjeta: Annetti

Fil-każ ta' bini għandu jkun hemm pjanta ta' kull sular a skala 1:100 li qatt m'għandha tkun iżgħar minn A4, jew kif ipprovduti mill-Awtorità. Pjanti oħra bħal faċċati u sezzjonijiet jistgħu jiżdiedu jekk, f'każijiet eċċezzjonali, il-Perit iħoss li jistgħu jgħinu fil-ġustifikazzjoni tal-valur tal-propjeta` li jkun wasal għalih u li r-ritratti rikjesti taht paragrafu 3.8 ma jkunux suffiċjenti. Fil-każ ta' art, il-pjanta għandha tkun a skala 1:500 u tkun turi karatteristiċi tas-sit bħal sigar, arbuxelli, kmamar, hitan tas-sejjeġh u attribwiti simili, jew kif ipprovduta mill- Awtorità.

2.3 Orthophotomap: Annetti

Ghandha tkun inkluzja orthophotomap l-aktar riċenti tal-Awtorità tal-Ippjanar f'daqs ta' A4 bil-propjetà in kwistjoni ċentrata fil-mappa u mmarkata bl-aħmar. Fil-każijiet fejn id-data tal-istima ma tkunx dik attwali ghandha tintuża wkoll l-orthophotomap tal-egreb sena lejn dik tal-istima.

2.4 Ritratti tas-Sit: Annetti

Ritratti tas-sit ghandhom jittiehdu biex juru l-propjetà in kwistjoni kollha f'ritratt wiehed, ritratt ieħor irid juri l-propjetà u l-propjetà fuq in-naħa tal-lemin u ritratt ieħor irid juri l-propjetà u l-propjetà fuq in-naħa tax-xellug u ritratti tal-istreetscape. Dawn ir-ritratti jridu jkunu riferuti fuq site plan li turi l-pożizzjoni li ttiehdu minnha.

2.5 Ritratti minn Ġewwa: Annetti

Ritratti minn ġewwa ghandhom jagħtu mpressjoni ċara tal-istat li tinsab fiha l-proprejtà. Ghandha tiġi ndikata d-data meta ttiehdu r-ritratti tal-propjetà li ma tistgħax tkun qabel id- data tal-kummissjoni tar-rapport mill-Awtorità.

2.6 Kopji tal-Policies u Mapep Minn Pjani Lokali: Annetti

Ghandhom jiġu annessi kopji tal-Policies u mapep minn Pjani Lokali u tingħata deskrizzjoni dwar x'impatt kellhom fuq il-valur aħhari. Ghandu jkun hemm indikazzjoni jekk il-proprjeta' hiex gewwa ż-żona tal-iżvilupp jew le, x'inhu l-gholi permissibli, eċċ. Għal aktar dettalji ara paġna 8 ta' dan ir-rapport.

2.7 Operazzjonijiet Paragunabbli: Annetti mhux anqas minn żewġ operazzjonijiet paragunabbli. L-Awtorità tiriserva d-dritt li titlob għal aktar minn żewġ operazzjonijiet paragunabbli fejn thoss li huwa neċessarju

Il-Perit inkarigat huwa obligat jannetti mhux anqas minn żewġ operazzjonijiet paragunabbli li fuqhom ġie ibbazat il-valur tal-proprjeta in kwistjoni. Il-Perit huwa obligat li jipprovdi is- sors tal-operazzjonijiet paragunabbli. F'każ ta' esproprju l-operazzjonijiet paragunabbli ghandhom ikunu ibbazati fuq kuntratti li ghandhom jiġu provduti lilu mill-Awtorità stess. Ara paġna 7 għal aktar dettalji.

2.8 Kopja tal-Ittra tal-Ingagġ mill-Awtorità:

Il-Perit ghandu jannetti kopja tal-imejl tal-ingagġ li jkun ircieva mingħand l-Uffiċċju tal-Istimi fi hdan l-Awtorità tal-Artijiet.

3. Dati Pertinenti

3.1 Data ta' Meta Inghata l-Inkarigu

14/11/2024

3.2 Data ta' Meta Sar l-Aċċess fuq il-Proprietà/sit

15/11/2024

Din id-data ma tistax tkun qabel id-data tal-kummissjoni tar-rapport mill-Awtorità

3.3 Data tar-Rapport

26/11/2024

3.4 Data li Saret Referenza Għaliha Meta Ġiet Valutata il-Proprietà Fejn Applikabli

26/11/2024

F'ċertu każijiet stipulati mill-Att Dwar l-Artijiet tal-Gvern (Kap. 573) jew minn xi liġijiet oħrajn preċedenti, ikun meħtieġ li jkun determinat il-valur ta' proprietà f'data speċifika li ma tkunx dik attwali bħal per eżempju fiċ-ċirkostanzi tal-artikolu 44.

4. L-Istat li l-Propjetà Kienet Fiha fid-Data li Saret Referenza Għaliha Meta Giet Valutata l-Propjetà

Id-deskrizzjoni f'din it-taqsimha trid tagħmel riferenza għal pjanti, ritratti u dokumenti oħra li jkunu għew imsemmija fit-taqsimha dwar dokumenti pertinenti paragrafi 2.1 sa 2.6

4.1 L-attribwiti fiżiċi tal-propjetà fid-data li tkun saret referenza għaliha f'paragrafu 3.2

Il-propjeta' inkwistjoni hija art agrikola (għalqa) gewwa triq San Niklaw, Siggiewi, Malta. Il-propjeta' tinsab barra iz-zona tal-izvilupp abbazi tal-pjanijiet lokali izda wara l-hrug tal-permess PA/01293/24 li gie rtirat imma sostitwit bil-permess DN/00743/24 jaghti d-dritt lill-applikant għall-izvilupp fuq dan is-sit.

L-access għall-propjeta' huwa minn triq San Niklaw. Is-sit jinstab bejn sit agrikolu fuq naha u fuq in-naha l-oħra b'struttura li l-uzu tagħha huwa ta' razzett fejn issir it-trobbija tal-annimali.

Kull rapport għandu jkollu deskrizzjoni ġenerali tal-propjetà bħal minn fejn hi aċċessibbli (triq maġġuri/triq residenzjali jew kummerċjali/sqaq), kemm fiha livelli taħt it-triq, kemm hemm sulari 'l fuq mit-triq, jekk tinkludix btieħi u/jew għonna u jekk hemmx siġar, data approssimattiva ta' meta nbriet u ftit kliem dwar d-disinn u l-arkitettura tal-bini. Elementi fil-faċċata, bħal lavur, u fuq għewwa li jkollhom xi valur storiku jew li jistgħu jkunu importanti li jiġu kkonserwati għandhom jiġu deskritti b'mod aktar dettaljat.

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4.2 L-istat tal-istruttura u dettalji oħra

L-art agrikola hija mdawra b'hajt tal-gebel. Gewwa s-sit hemm ukoll hajt tal-gebel u struttura zghira tal-gebel li jidru fl-othophotos mis-sena 1998 'il quddiem.

Ir-rapport inid jiddeskrivi ukoll l-istat tal-istruttura u jispjega l-metodu ta' kostruzzjoni inkluż tal-pedamenti fejn possibbli, l-istat tal-aperturi u tal-finishes kollha tal-binja, is-servizzi tad-dawl, ilma, drenaġġ u telekomunikazzjoni u l-istat tal-bjut u soqfa oħra esposti għall-elementi. Elementi strutturali tradizzjonali bħal hnejjiet, travi tal-injam u soqfa tax-xriek u kileb, u aperturi tradizzjonali tal-injam jew hadid għandhom jiġu emfasizzati.

4.3 Qisien tal-Proprietà

L-art agrikola fiha madwar 1,800 metru kwadru (kif indikat fuq is-site plan). Mil-qisien mkejla mill-permess DN/00743/24, il-qis totali huwa ta 1808.14 metru kwadru.

Ir-rapport inid jinkludi paragrafu dwar il-qisien tal-propjetà kif ipprovdut mill-Awtorità jew minn qisien miġbura minn fuq il-post – it-tul tal-faccata fuq it-triq u l-fond massimu tas-sit, il-metraġġ kwadrat tas-sit, il-metraġġ kwadrat tal-bini fuq kull sular, il-qisien tal-btiehi u fil-każ ta' bini residenzjali n-numru ta' kmamar tas-sodda u kmamar tal-banju. F'din il-parti, il-Perit għandu jindika jekk il-qisien humiex konformi ma' regoli u policies li jikkontrollaw tali qisien, partikolarment l-A.L. 227 tal-2016 (Regolamenti dwar l-ippjanar tal-iżvilupp (Sahha u Sanita') u jekk le humiex koperti b'permess tal-iżvilupp jew inbnawx qabel l-1967.

5. L-użu li kien qed isir mill-propjetà fid-data li saret referenza għaliha meta giet valutata l-propjetà


Mill-informazzjoni provduta, l-art agrikola hija uzata għal skopijiet li għandhom x'jaqsmu mal-agrikoltura.

Il-Perit irid jidentifika l-użu prinċipali tal-binja u mbagħad jiddeskrivi l-uži fuq kull sular kemm taft u kemm 'l fuq mill-livell tat-triq. Huwa mportanti li r-rapport ikun jinkludi wkoll deskrizzjoni tal-karattru tal-madwar estern tal-propjetà, partikolarment użi jew attribwiti oħra li jista' jkollom impatt fuq il-valur tal-propjetà.

6. Informazzjoni Dwar Drittijiet ta' Terzi

L-ebda informazzjoni ma giet moghtija lill-esponent li tindika jekk hemmx drittijiet ta' terzi bhalma huma enfitewsi, uzu jew uzufрут. Ghalhekk, il-valur kemm ta bejgh, kif ukoll ta' kirja jirriflettu dak ta' sit klassifikat bhala liberu u franka.

In-rapport għandu jidentifika b'mod ċar dawk id-drittijiet kollha li jista' jkollhom terzi persuni fuq il-propjetà li jinkludu ċnus u kirjiet eżistenti u l-valur u d-data tal-iskadenza tagħhom, uzufрут, servitujiet u kull piż ieħor li jista' jkollu impatt fuq il-valur tal-propjetà.

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7. Operazzjonijiet Paragunabbli

7.1 L-ewwel operazzjoni paragunabbli

Referenza: 01

Lokalita': Siggiewi

Area: 4,900sqm

Valur: €1,200,000.00

Valur Kull Metru Kwadru: €220.41

7.2 It-tieni operazzjoni paragunabbli

Referenza: 02

Lokalita': Siggiewi

Area: 1,170 sqm

Valur: €300,000

Valur Kull Metru Kwadru: €230.77

7.3 Operazzjonijiet paragunabbli oħra

Referenza: 03

Lokalita': Siggiewi

Area: 8,650 sqm

Valur: €1,500,000

Valur Kull Metru Kwadru: €157.71

Informazzjoni Utli

Skont l-Artiklu 79 (3) (e) tal- Kap. 573 tal- Ligijiet ta' Malta, ir-rapport ta' Stima Peritali ghandu jinkludi: "l-operazzjonijiet paragunabbli, jekk ikun hemm, li l-proprietà tkun ġiet valutata b'riferenza ghalihom". L-Awtorità tal-Artijiet ikkummissjonat ir-rapport: "Consolidated Document on Property Valuation: A Compilation of Information and Examples" li jista' jiġi mnizzel mis-sit elettroniku: <https://landsauthority.org.mt/wp-content/uploads/2018/03/Valuations-Manual-LA.pdf>. F'pagna 54 ta' dan ir-rapport hemm indikazzjoni ta' sorsi lokali li jistgħu jintużaw biex wiehed jottjeni operazzjonijiet paragunabbli: "Useful sources of data include the Central Bank, real estate agents, National Statistics Office, Planning Authority, consideration of development activity in the nearby area. The valuer should also bear in mind the final target consumer and what is required, sought and afforded by this target consumer."

Għalhekk huwa mistenni li meta jiġi pprezentat ir-rapport ta' Stima Peritali, l-operazzjonijiet paragunabbli, inkluż is-sors tagħhom (eż. numru ta' referenza jew identifikazzjoni fil-każ ta' entries minn databases ta' estate agents) iridu jiġu mnizzla waħda waħda, b'mod ċar. L-operazzjonijiet paragunabbli għandhom ikunu rilevanti għal proprietà in kwistjoni, speċjalment li jkunu fl-istess lokalità u b'karatteristiċi simili.

Il-Perit għandu dejjem jagħmel referenza għall-valuri li jkunu indikati fil-kuntratti tat- trasferiment jew akkwist ta' proprietà paragunabbli li l-Perit għandu jottjeni mingħand l- Awtorità stess. Jekk tali kuntratti ma jkunux fil-pussess tal-Awtorità, il-Perit għandu jannetti dikjarazzjoni mill-Awtorità f'dan is-sens.

Fejn hu possibli, għandha tingabar informazzjoni minn iktar minn sors wiehed. Sorsi oħra li jistgħu jintużaw jinkludu:

(i) Kuntratti notarili ta' bejgħ ta' proprietà; - Dikjarazzjonijiet ta' Akkwist tal-Art, li jiġu ppublikati fuq il-Gazzetta tal-Gvern, (ii) Deciżjonijiet tal- Bord ta' Arbitraġġ dwar Artijiet, li jistgħu jiġu mnizzlin mis-sit elettroniku: <https://ecourts.gov.mt/onlineservices/Judgements/Search>

Sorsi differenti jistgħu jstabilixxu valuri differenti (minhabba kummissjonijiet jew senserji, per eżempju). Għalhekk huwa mistenni li l-Perit jispjega b' mod ċar: (a) kif dawn il-valuri ntuzaw biex wasal għal valur aħħari; (b) il-varjazzjonijiet li għamel fuq dawn il-valuri u r- raġunijiet għal dawn il-varjazzjonijiet; (c) u l-kalkoli kollha li qed jiġu kkunsidrati.

8. Informazzjoni dwar il-"planning site history" u l-"planning policies" li jaffettwaw l-propjeta

8.1 Planning Site History

L-ewwel permess li instab fuq is-sit inkwistjoni huwa PA/01293/24. Dan il-permess inhareg din is-sena fejn il-kostruzzjoni ta' centru distrettwali gdid għad-distribuzzjoni tal-elettriku kien approvat imma gie ritirat.

Dan gie sostitwut bil-permess DN/00743/24 li japprova l-bini ta' centru distrettwali gdid għad-distribuzzjoni tal-elettriku fuq is-sit inkwistjoni.

Ghandu jigi inutat li l-permess (DN/00743/24) gie sottomess lill-awtorita ta' L-ippjanar f'isem entita pubblika w gie approvat. B'hekk nifmu li l-permess inkwistjoni gie approvat għal-interess publiku w dak nazzjonali.

F'din it-taqsimha jrid ikun hemm deskrizzjoni tal- "planning site history" li tinkludi fl-ewwel post il-permess tal-iżvilupp tal-propjeta u lista ta' kull tip ta' applikazzjoni li tkun saret fuq il- propjeta (PAPB/PA, DNO, RG, CTB, SE), deskrizzjoni sommarja tal-iżvilupp li kien propost f'kull applikazzjoni u jekk l-applikazzjoni għadhiex pendenti jew jekk gietx deciza u x'kienet d- decizjoni finali tal-Awtorita tal-Ippjanar jew tat-Tribunal ta' Revizjoni tal-Ambjent u l- Ippjanar. Il- "planning site history" għandha tinkludi wkoll referenza għall-azzjonijiet ta' infurzar fuq il-propjeta (ECF) u deskrizzjoni sommarja tal-irregolarita' u turi jekk dawn l- azzjonijiet għadhomx in vigore jew gewx konkluzi.

8.2 Planning Policies

Is-sit inkwistjoni ma tidirx gewwa il-pjan lokali tas-Siggiewi (mappa SI 1) izda tinstab parti pjan lokali tal-majjistral (mappa 1). Hawn taht hawn imnizzla il-pjanti relevanti;

a. North West Local Plan Areas of Agricultural Value (Map 4)

Is-sit inkwistjoni jaqa' gewwa zona b'valur agrikulturali bir-referenza NWAG 1. Id-dokument approvat bl-isem "North West Local Plan - Approved Plan" jaghmel referenza ghal NWAG 1 fejn jiddeskrivi il-pjan abbazi tal-pjanijiet lokali tas-sit inkwistjoni.

b. North West Local Plan Area Map (Map 70)

Din il-pjanta tindika z-zona tas-siggiewi li taqa' barra miz-zona ta' zvilupp bhala parti minn "North West Local Plan Area" fejn jinstab is-sit inkwistjoni.

Dawn il-pjanti jinstabu gewwa l-annetti (6), mehmuza ma' dan id-dokument.

Din it-taqsimha trid tinkludi wkoll deskrizzjoni tal- "planning policies" kollha li jista' jkollhom impatt fuq il-valur tal-propjeta. Ghandu dejjem ikun hemm indikazzjoni jekk il-propjeta hiex gewwa z-zona tal-izvilupp jew le; jekk il-propjeta hiex gewwa zona ta' konservazzjoni urbana jew le; x'inhu z-zoning u x'inhu l-gholi permissibbli tal-bini fil-Pjan Lokali, inkluż deskrizzjoni sommarja tal-policy relevanti. Importanti li jkun ikkonfermat jekk kienx hemm xi revizjoni tal- policies applikabbli wara d-data tal-Pjan Lokali permezz ta' revizjoni parzjali jew b'approvazzjoni ta' Planning Control Application. Il-Perit ghandu wkoll jirrelata jekk hemmx xi policy oħra li tista' tintuza biex iżżid (jew tirrestringi) il-potenzjal tal-propjeta bhal policy dwar bini gholi, zieda ta' sulari ghal lukandi u djar tax-xjuh, u d-DC15, skedar u limitazzjonijiet oħra li jinstabu fuq il-geoserver tal-Awtorità tal-Ippjanar.

9. Metodu tal-valutazzjoni u l-valur stmat

L-istima ghandha dejjem tirrifletti l-potenzjal massimu tal-proprjeta' u m'ghandiex tkun influwenzata bl-ebda mod mit-talba li tkun saret ghaliha minn kull persuna.

1. Il-Valur Liberu u Frank ta' dan is-sit meta ikkumparat ma siti simili fis-suq kurrenti

Il-metodu li ntuza biex tigi ezegwita din il-valutazzjoni huwa dak komparattiv fejn isir il-Kalkolu tal-Valur ta' Bejgh ta' proprjeta' b'uzu komparabbli. Ghal din il-valutazzjoni kien mitlub li jigi mahdum mis-suq kurrenti. Mir-ricerka mwetqa, instabu tlett proprjetajiet fis-suq kurrenti li kollha jinkludu zoni esterni.

Ghall kemm is-sit in kwistjoni gie approvt ghal-kostruzzjoni, f'ghajnejn is-sottoskritti w ghar-regolamenti tal-awtorita tal-ipjanar. Is-sit inkwistjoni xorta jibqa meqjus bhala art agrikola. Dan ghaliex il-permess imsemmi f'sezzjoni 8.1 gie approvat biss ghall-interest publiku w dak nazzjonali.

Mir-ricerka mwetqa, il-valur medju tal-sit inkwistjoni huwa dak ta 203 Ewro kull metru kwadru.

Il-Valur Liberu u Frank tal-art huwa dan segwenti: 367,000 Ewro (203 x 1808.14), 367,000 Ewro.

2. Ic- Cens Annwu Relattiv

Dan il-valur gie kkalkulat permezz tal-Legal Notice 131/2024. Il-valur annwali ta' cens perpetwu rivedibbli gie mahdum fuq il-kunsidirazzjoni li l-koncessjoni emfitewtika hi ta' 65 sena.

Il-Legal Notice tikkunsidra l-perjodu ta 50 sena, ghalhekk, ic-cens annwu relativ gie emendat b'10% fuq 2% li jigi ssuggerit ghal "Class 2B – Non Residential Institutions and ii) Class 6A of Property – Storage and Distribution." B'hekk il-persentagg ta 1.8% gie applikat fuq il-Valur Liberu u Frank

B'hekk 1.8% applikat fuq €367,000 = €6,606

Minn dan il-kalkolu gie stabbilit li l-valur tac-cens annwu relativ huwa ta' €6,606

Din it-taqsimha hija l-aktar importanti fir-rapport peritali u l-informazzjoni kollha li tkun ingabret u giet deskritta fit-taqsimiet ta' qabel ghandha l-ghan ewlieni biex twassal ghal valur tal-propjeta' li jirrifletti b'mod oggettiv u kemm jista' jkun konsistenti, il-valur fis-suq.

Il-Perit ghandu jiddikjara l-valur tal-propjeta abbaži tal-metodu tat-trasferiment antiċipat – bejgh (freehold), xiri assolut, ċens u l-kundizzjonijiet marbutin miegħu, b'kirja u l-kundizzjonijiet marbutin magħha, u f'xi każijiet, pusses u użu, terminazzjoni jew encroachment – u jiddeskrivi l-metodoloġija li addotta, kull kalkulazzjoni li jkun għamel u l-informazzjoni li bbażhom fuqha.

Huwa essenzjali li l-Perit jagħmel użu mir-rapport: "Consolidated Document on Property Valuation: A Compilation of Information and Examples" u jikkwota b'mod preċiż il-paragrafi li jkun uża minnu aktar milli dikjarazzjoni ġenerika dwar l-użu tiegħu.

10. Dikjarazzjoni dwar kunflitt ta' interess

F'dan ir-rapport il-Periti imsemmija jiddikjaraw li ma kellhom l-ebda konflitt f'interess fid-data tal-valutazzjoni.

Ir-Rapport ta' stima peritali ghandu jkun konkluz b'dikrazzjoni mill-Perit li ma kellu ebda kunflitt ta' interess fid-data tal-valutazzjoni.

Firma tal-Perit



Firma tal-Perit



Firma tal-Perit



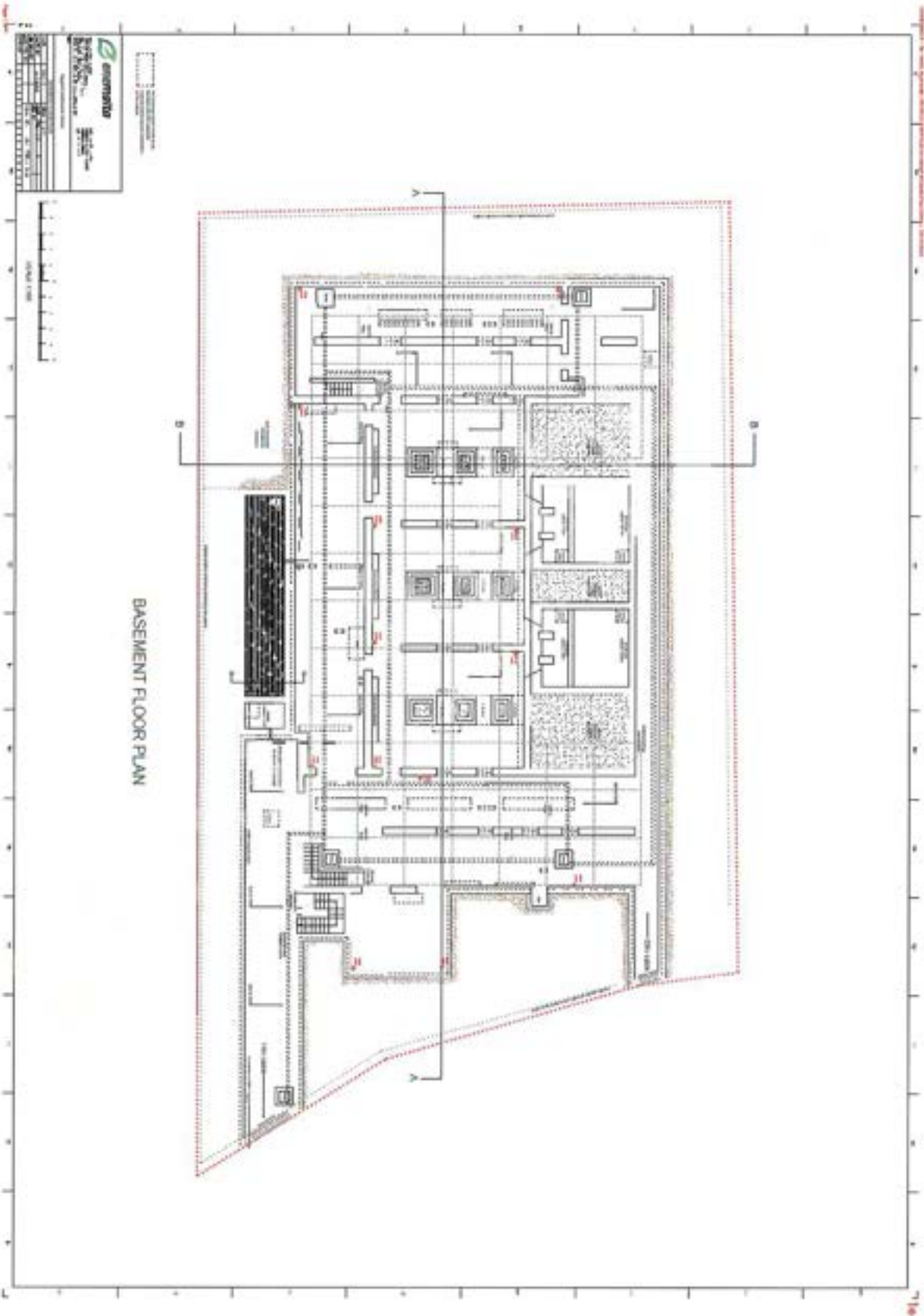
Annetti

Annetti 2: Pjanta tal-Propjeta'

a. Pjanta tas-sit ezistenti



b. *Pjanti Proposti ghas-sit (DN00743/24)*

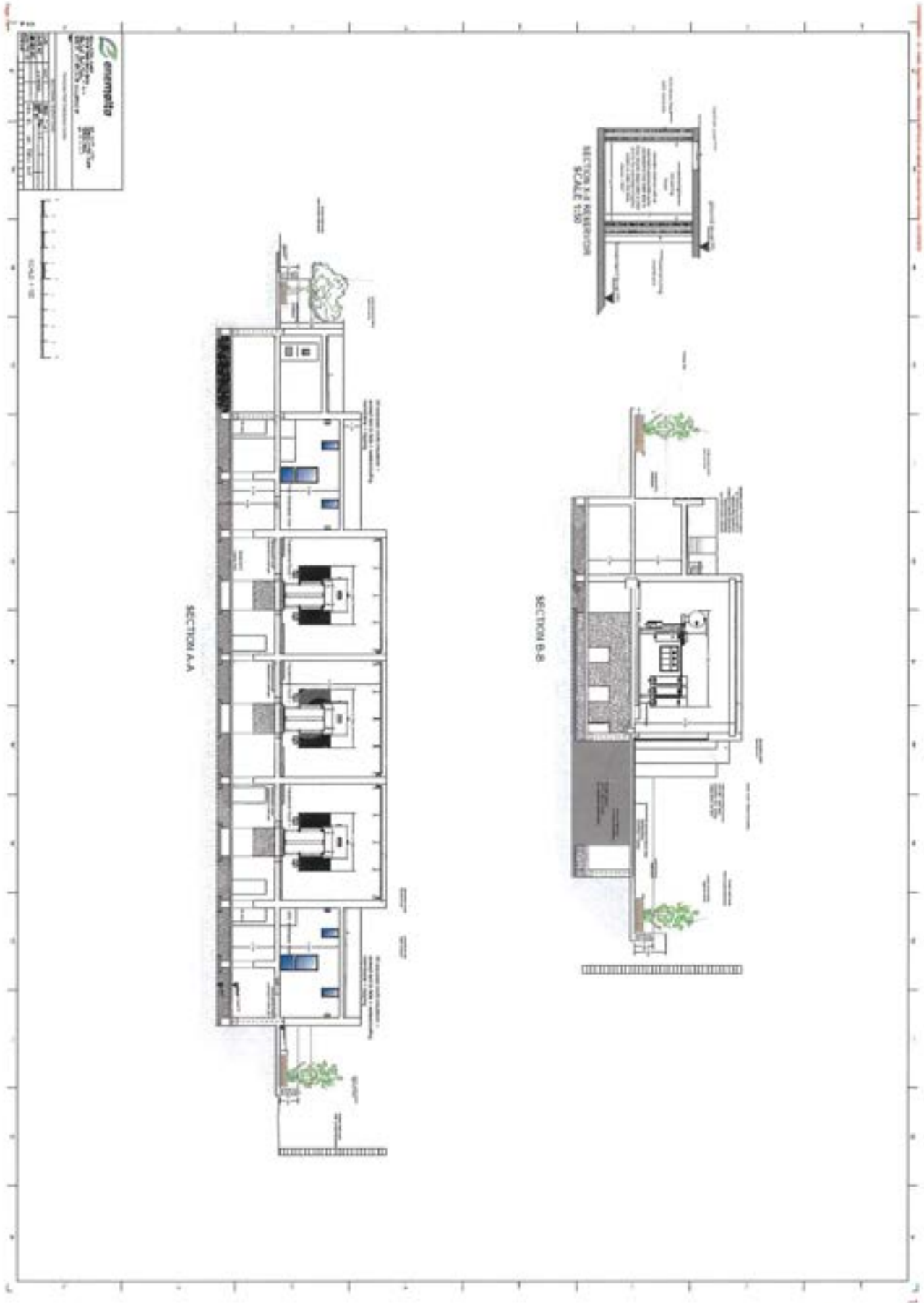


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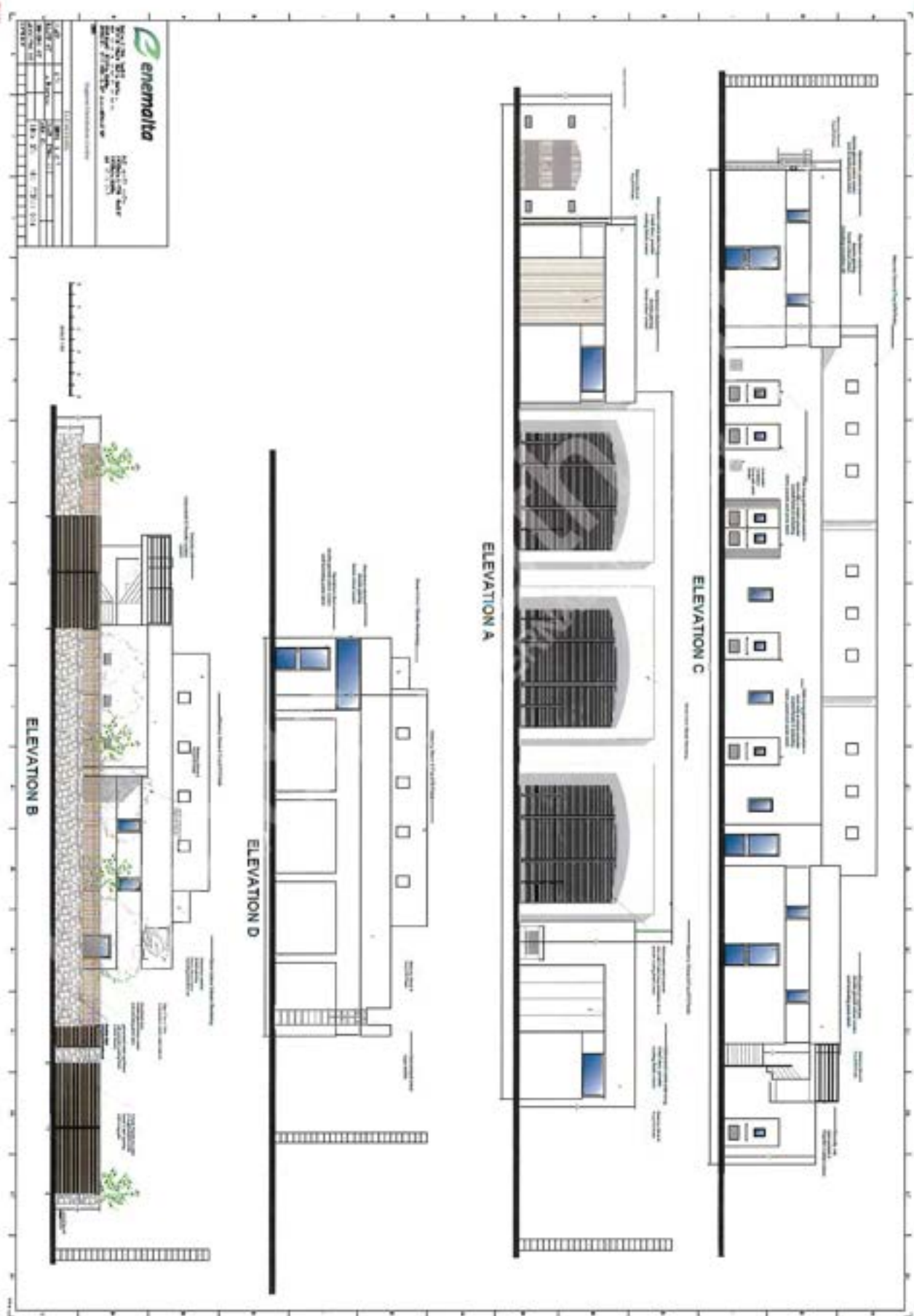




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Annetti 3: Orthomap



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46

Annetti 4: Ritratti tas-Sit:





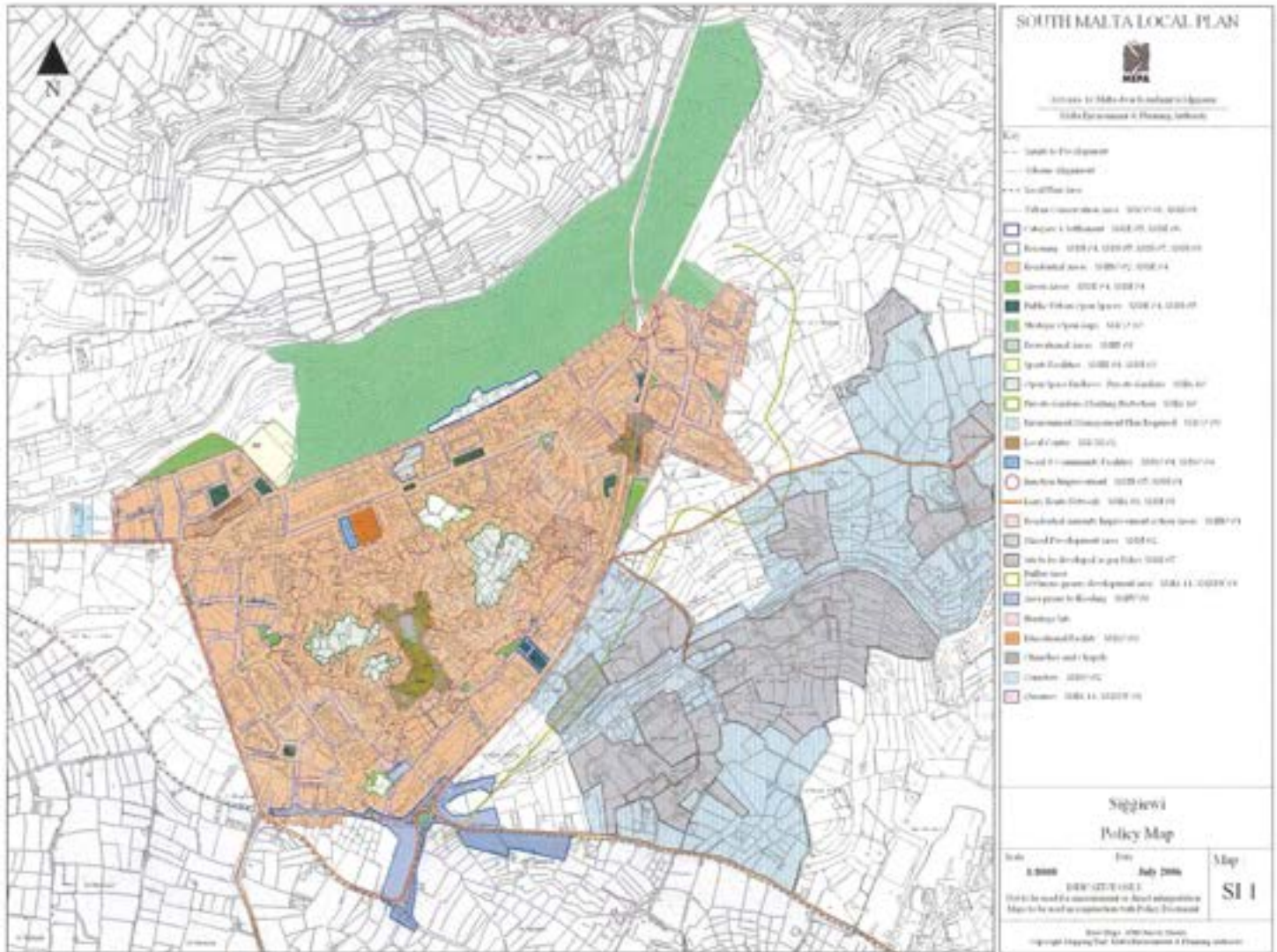




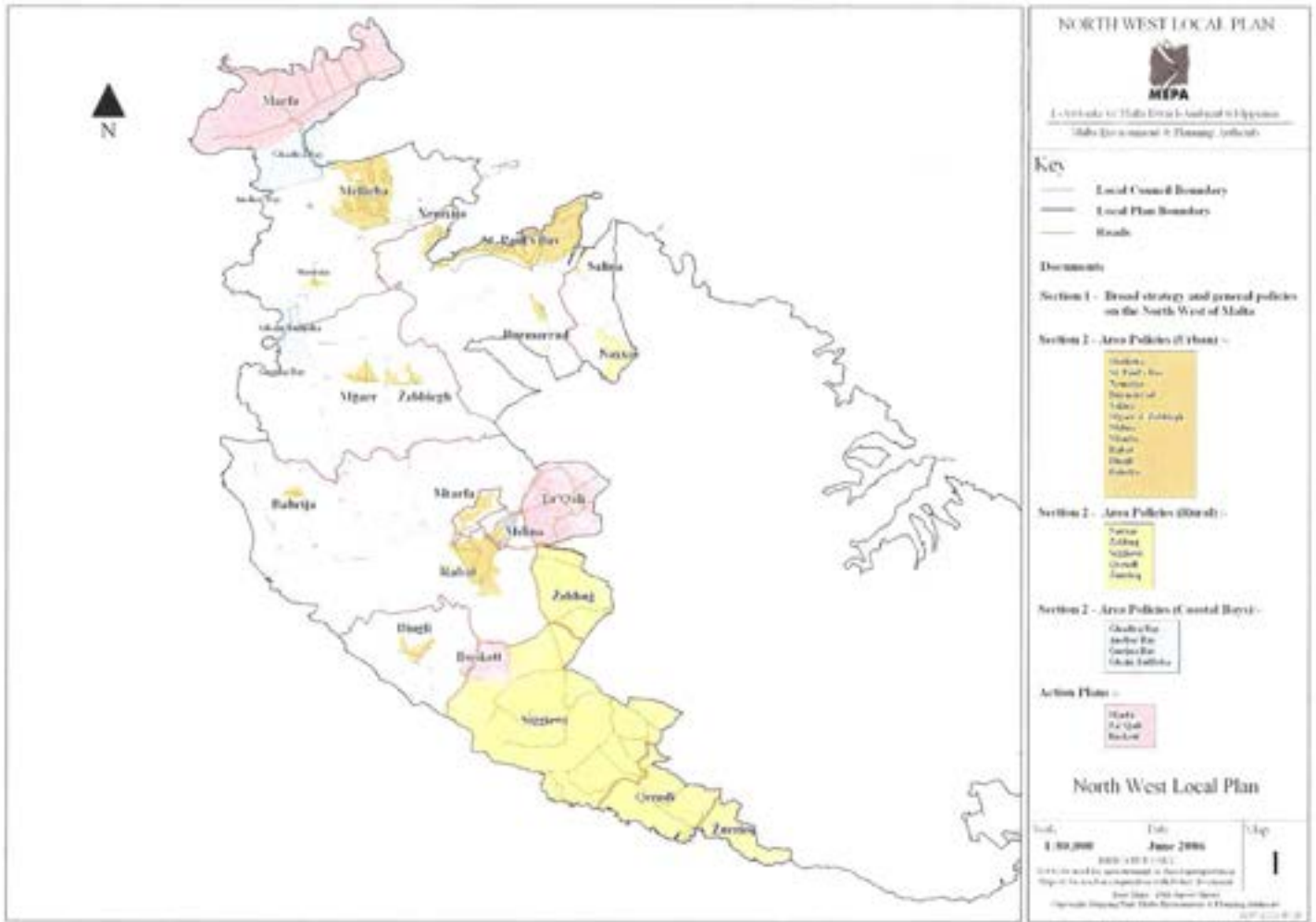
Annetti 5: Ritratti minn Ġewwa

Mhux applikabbli ghal dan il-kas peress li s-sit hija art agrikola.

Annetti 6: Policies u Mappep minn pjanti lokali



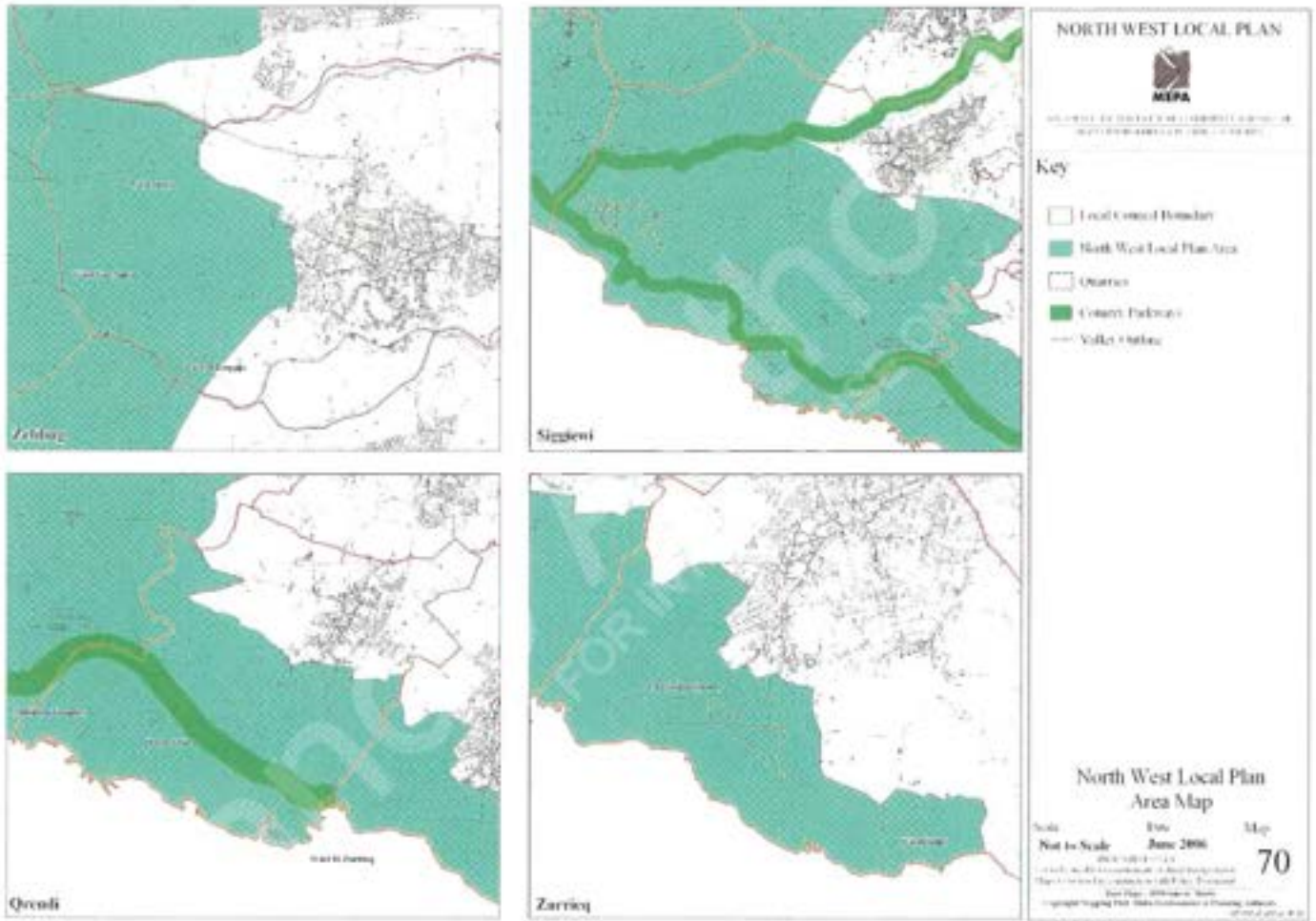
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Annetti 7: Operazzjonijiet Paragunabbli

EXP/00077/2024 - Site at, 'Il-Qasam Ie-Ckejken', Triq San Niklaw, Siggiewi, Siggiewi, Malta - L/0007/2024							
Reference	Type of Property	Location	Value	Value Less 10% (8% Agency Fees + 2% Negotiations)	Total Area		Real Estate Agency
1	Land For Sale in Siggiewi	Siggiewi	€ 1,200,000.00	€ 1,080,000.00	4,900.0 sqm	€220.41	Frank Salt
2	Land For Sale in Siggiewi	Siggiewi	€ 300,000.00	€ 270,000.00	1,170.0 sqm	€230.77	Frank Salt
3	Land For Sale in Siggiewi	Siggiewi	€ 1,500,000.00	€ 1,350,000.00	8,580.0 sqm	€157.71	Coldwell Banker Franchise
Average						€203.8	

Reference	Link
1	https://www.propertymarket.com.mt/view/land-for-sale-siggiewi-4122532301898787146/
2	https://www.propertymarket.com.mt/view/land-for-sale-siggiewi-4122532301898710670/
3	https://www.propertymarket.com.mt/view/land-for-sale-siggiewi-4122532301898631478/

EXP/00077/2024 - Site at, 'Il-Qasam Ie-Ckejken', Triq San Niklaw, Siggiewi, Siggiewi, Malta - L/0007/2024

Rate per sqm	€/m ²	Area	Reduction Factor
Agricultural Land - Siggiewi	203.0	1,808.14	-

Total Gross Area 1,808.14 SQM

Unit Name/Number	Type					Value Libens u Frank
Agricultural Land - Siggiewi	Agricultural land				Average	€ 367,000

Conclusion EXP/00077/2024 - Site at, 'Il-Qasam Ie-Ckejken', Triq San Niklaw, Siggiewi, Siggiewi, Malta - L/0007/2024

In conclusion,

The Predicted total Freehold value for the stipulated land with an area of 1808.14sqm is	Value Libens u Frank	€	367,000.00
The Predicted total Freehold value for the stipulated land with an area of 1808.14sqm is	Gens Annwa	€	6,606.00

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Annetti 8: Ittra tal-Ingagg tal-Awtorita'

From: <noreply-lemis.la@landsauthority.org.mt>
Date: Thu, 14 Nov 2024 at 10:18
Subject: EXP/00099/2024 - Site at , 'Il-Qasam ic-Ckejken', Triq San Niklaw, Siggiewi, Siggiewi, Malta - L/0007/2024
To: <info@francescascicluna.com>, <acauchi2@gmail.com>, <david@sasmalta.com>
Cc: <valuations.la@landsauthority.org.mt>

Għal-affenzjoni ta': Perit Francesca Scicluna, Perit Albert Cauchi, Perit David Grima,

Għeżież Periti,

Wara l-interess li inti wriet li 'Framework Agreement [CT2132/2021] for the Provision of Professional Services by Periti (Lot 1) to the Lands Authority, għandi pjaċir ninfurmakom li intom gjeju appuntali sabiex fil-ikien tiegħi rapport Peritali wiehed maqbul bejnietkom fisem l-Awtorita' tal-Artijiet.

Intom għentiment mitluba tikkonfermaw li intom disponibbli sabiex tikkonsenjaw l-inkarigu li ingħata lilkom fil-żmien stipulat hawn taht. Jiddispijaċini ninfurmakom li f'każ li wiehed jew aktar mill-Periti inkarigati jonqos milli jibgħat il-konferma tiegħu fi żmien 24 siegħa mi-hin li tintbagħat din l-imejl, l-Awtorita' tipproċedi billi tissostitwixxi lil tali Periti billi tinkariga lil-Periti segwenti mingħajr il-bżonn ta' ebda avvż iehor.

Bi-aċċettazzjoni ta' dan l-inkarigu, intom tkunu qed tobligaw ruħkom għal żmien tmintax-il xahar mid-data tal-valutazzjoni, illi tirvedu din il-Valutazzjoni kemm il-darba bi-process ta' verifika illi tagħmel l-Awtorita' jinstabu nuqqasijiet ta' natura teknika u/jew proċedurali. Kwalunkwe reviżjoni meħtieġa għandha tkun mhejjija minnkom stess u għandha titqies bħala parti integrali minn dan l-inkarigu f'termini ta' pagament.

Għal dan l-inkarigu intom għentiment mitluba tiegħi l-Valur Libru u Frank u Ċ-Ċens Annaw Relattiv tas-sit suriferit hekk kif muri bil-kulur aħmar fuq il-pjanta annessa PD No: 2024_004, u li għandu keġ ta' cirka 1,800m².

L-Awtorita' linsab bi-process li titrasferixxi dan is-sit li Enomalta plc permezz ta' konċessjoni emfitewtika ta' 65 sena, speċifikament għal-bini ta' ċentru distrettjenli odid għad-distribuzzjoni tal-elettriku, liema ċens għandu jkun rivedibbli kull 10 snin skont l-Indiċi tal-propjeta' ipubblika mill-Uffiċċju Nazzjonali tal-Istatistika jew bi-10% skont liema rata hija l-ogħla.

Intom mitluba tikkonfermaw ma' x'uxin u tippjanaw dan l-inkarigu. Id-dettalji ta' kull periti jinsabu annessi hawn fuq.

Ir-rapport mitlub għandu jkun mhejji skont il-Valuri tas-Suq Kurrenti u skont l-Artiklu 79 tal-KAP 573 tal-Ligijiet ta' Malta. Għandu jkun żgurat li l-ogħjiet ta' dan l-artiklu jkunu kollha mharsa, b'mod speċjali paragrafu (e).

Dan ir-rapport għandu jkun miksub bil-lingwa Maltija u pprovdut fuq il-mudell imhejji mill-Awtorita' tal-Artijiet li jista' jkollkom aċċess għalih billi tgħafsu fuq: <https://content.landsauthority.org.mt/content/2020/11/98f8dd00-valuation-policy-document-oct-2020.pdf>. Intom għentiment mitluba linnotaw li d-dokumenti elenkati f'paragrafu 2 tal-mudell li qed issir referenza għalih huma kollha mandatorji, filwaqt li għandkom thossukom liberi tannettu kwalunkwe dokument iehor minnkom meqjus uli għal-fini ta' din l-istima u għal-valur aħhari.

Sabiex dan l-inkarigu ikun kumpilat b'mod li jssodisfa lil-Awtorita', huwa essenzjali li intom tagħmlu uzu mir-rapport: "Consolidated Document on Property Valuation: A Compilation of Information and Examples" u mill-"Policy għal-ttejjija tar-rapporti ta' stmi peritali dwar art jew bini". Intom jista' jkollkom aċċess għal dawn id-dokumenti billi tgħafsu fuq:

- <https://content.landsauthority.org.mt/content/2018/03/Valuations-Manual-LA.pdf>

<https://mail.google.com/mail/u/0/?ik=25ee10cd2c&view=pt&search=ml&permthid=thread-f181568918522841663f%7Cmsg-f1815689185228416...> 1/2



Annetti 9: Legal Notice L.N. 131 of 2024


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L.N. 131 of 2024

**GOVERNMENT LANDS ACT
(CAP. 573)**

**Grant of a Temporary Emphyteutical Concession to the
Emphyteuta, Tenant or Operator of Government-Owned
Commercial Property Regulations, 2024**

IN EXERCISE of the powers conferred by articles 31(g)(L) and 77 of the Government Lands Act, the Minister responsible for the Lands Authority and the Minister responsible for justice have made the following regulations:-

Citation and
scope.

1. (1) The title of these regulations is the Grant of a Temporary Emphyteutical Concession to the Emphyteuta, Tenant or Operator of Government-Owned Commercial Property Regulations, 2024.

(2) The scope of these regulations is to establish the criteria on the basis of which a temporary emphyteutical concession may be granted to eligible applicants.

Interpretation.

2. In these regulations, unless the context otherwise requires:

Cap. 573.

"Act" means the Government Lands Act;

"applicant" means any natural or legal person applying to the authority to be granted the title of temporary emphyteutical concession in accordance with the terms of these regulations;

Cap. 563.

"authority" means the Lands Authority established in accordance with article 5 of the Lands Authority Act;

"*casa bottega*" means a single tenement which is being used for residential and for commercial purposes concurrently;

"commercial property" means the property that, as of the application submission date, is recognised under one (1) of the categories listed in the First Schedule;

"Minister" means the Minister or Parliamentary Secretary under whose portfolio the authority is included;

"operator" means a natural or legal person with an ongoing operations agreement with a tenant authorising him to operate a

commercial property;

"recognised use" means the use for which the property has been granted by the authority;

"scheduled properties" means the buildings scheduled as Grade 1 and Grade 2 in terms of article 57 of the Development Planning Act. Cap. 552.

3. (1) Applications shall be submitted to the authority by an applicant having any of the following: Eligibility to submit an application.

(a) a valid emphyteutical concession recognised by the authority;

(b) a valid commercial lease granted by the authority;

(c) an ongoing operations agreement with a tenant authorizing him to operate a commercial property and the declaration specified in sub-regulation (3); or

(d) a valid title of a *casa bottega* recognised by the authority prior to the date of entry into force of these regulations:

Provided that where the recognised use is not specified in the concession or lease agreement, and where the property has been commercially operated for the period specified in sub-regulation (2), the authority shall have the right to recognise the use as commercial.

(2) Where the property is subject to an ongoing operations agreement between the tenant and the operator, the application shall include a declaration signed by both parties sworn before a Commissioner for Oaths, clearly indicating the operator as the applicant.

4. These regulations shall not be applicable to the following properties: Applicability.

(a) kiosks;

(b) boathouses;

(c) scheduled properties;

(d) properties which are not fully owned by the Government and which were not registered accordingly;

(e) properties originally disposed of by a Special

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Resolution of the House of Representatives.

Merging of
property.

5. (1) Should an application submitted in terms of these regulations involve more than one (1) property that originally consisted of separate tenements disposed of to different emphyteutae and, or tenants which over time became merged into one (1) tenement without the authority's prior consent, those tenements shall be combined and considered as one (1) for all intents and purposes of these regulations.

(2) In any case involving more than one (1) tenement in terms of sub-regulation (1), the applicant shall provide a declaration sworn before a commissioner for oaths, signed by all the involved emphyteutae, tenants and, or operators as the case may be, and attesting to their consensual agreement by clearly declaring which one of these parties shall be considered by the authority as the applicant.

Illegal
occupation.

6. Every application whereby it is ascertained by the authority that the conditions prescribed in regulation 5(1) exist and that the applicant has no valid legal title on the adjacent Government-owned property, the applicant shall, without prejudice to any other provision of the Act, be liable to an administrative penalty of five hundred euro (€500) for every extra square meter that has been occupied illegally:

Provided that every such application where it is found that the property is not duly covered by a valid development permission or any third party rights are being breached shall be refused:

Provided further that the administrative penalty shall not be applicable to merging of properties covered by a valid title.

Emphyteutical
concession
terms.

7. The new emphyteutical concession term in accordance with these regulations shall be for a period of fifty (50) years to be reckoned from the date of publication of the emphyteutical deed:

Provided that when the property subject to the emphyteutical concession has a footprint exceeding an area of one thousand five hundred square metres (1500m²), such transfer of property shall be subject to the provisions of article 31(c) of the Act.

Computation
and amount of
ground rent.

8. (1) Every valuation in relation to these regulations shall be in conformity with the provisions of article 79 of the Act.

(2) In all cases, the applicable ground rent shall be of a value equivalent to two per cent (2%) of the freehold value as determined by the valuation in accordance with sub-regulation (1).

(3) In each case, the valuation carried out shall consider the



property market values as of the application submission date, while taking into consideration the condition of the property, including any improvements made by the tenant. Any commercial benefits resulting from external areas, granted on encroachment terms by the government, shall not be included in the valuation.

9. The annual ground rent shall be increased every ten (10) years at the simple interest rate of ten per cent (10%) computed over the current ground rent.

Increase in ground rent.

10. The fees of the periti and experts in connection with the valuations required in regulation 8, shall be borne by the applicant and shall be paid on the date of the signing of the contract.

Expert fees.

11. (1) If the ground rent as computed in regulation 8 results as being lower than the ground rent or rent of the former emphyteutical concession or lease, the higher ground rent or rent rate shall be retained in the new emphyteutical concession deed.

Payment of ground-rent and premium.

(2) The ground rent shall become payable one (1) year in advance from the date of the signing of the deed.

(3) The new emphyteuta shall pay a premium equivalent to one (1) year ground-rent on the date of signing of the deed.

12. All arrears due in connection with properties subject to concession shall be paid prior to publication of the deed of the emphyteutical concession.

Arrears.

13. (1) Any request for transfer in favour of third parties of an emphyteutical concession granted under these regulations approved by the authority, shall be transferred in whole.

Future transfers.

(2) Transfers by title of sub-emphyteusis shall not be approved. Any such transfer shall be deemed null and void and shall be construed as sufficient legal basis for the termination of the emphyteutical concession.

(3) Upon transferring the emphyteutical concession to third parties, a recognition fee (laudemium) equivalent to one (1) year's ground rent shall be due to the authority. The transferor shall provide the authority with a copy of the deed within sixty (60) days from the effective date of transfer, failing which an administrative penalty of one hundred euro (€100) per day, in addition to the laudemium, shall be imposed on the transferor, as long as the failure persists.

Laudemium.

(4) (a) The emphyteuta may lease the property to third parties subject to a written authorisation from the authority and subject to the payment of an administrative fee equivalent to fifty per cent

Lease to third parties.

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(50%) of the ground rent determined by the authority in accordance with regulation 8.

(b) If the emphyteuta leases the property in accordance with this sub-regulation, a copy of the relative lease agreement shall be sent to the authority within sixty (60) days, failing which an administrative penalty of one hundred euro (€100) per day, in addition to the administrative fee in accordance with paragraph (a), shall be imposed on the transferor.

General conditions.

14. (1) The property shall be granted *tale quale* with the exclusion of all warranties and, in all cases, it shall be transferred as subject to any latent defects, in its present state and condition.

(2) The submission of any application in accordance with these regulations shall automatically render null any other pending application and, or request for repairs.

(3) The authority reserves the right to conduct random site inspections as it deems necessary.

(4) Any existing encroachment concessions shall remain unaffected subject to the authority's discretion and shall be precluded from forming part of the new emphyteutical concession.

(5) The new emphyteutical concession shall be subject to, and shall not prejudice any existing servitudes.

(6) Where the emphyteuta is a company, at least one (1) of the directors or any person who is not a juridical entity, subject to approval by Government, shall constitute himself as a guarantor in favour of the Government, in relation to all the obligations being undertaken by the emphyteuta in the deed. These obligations *inter alia* include the payment of ground rent, damages, expenses, payments and obligations that may be suffered by the Government directly or indirectly from this grant.

(7) Any emphyteutical concession granted in accordance with these regulations, shall not be subject to redemption and conversion to perpetual emphyteusis.

(8) Following the grant of the emphyteutical concession in accordance with these regulations, the current title shall cease *ipso jure*.

Application process.

15. (1) Any application submitted to the authority in accordance with these regulations shall be considered valid only after all the necessary requirements listed in the application form have been

satisfied.

(2) The authority shall have the right to request any other information or documentation which it deems necessary to process the application.

(3) The authority shall have the right to suspend, and where it deems necessary deny, any application submitted in accordance with these regulations where it results that there is a legal challenge in respect of the property to which the application relates.

(4) Upon submission of any application in accordance with these regulations, there shall be payable an administrative application fee in accordance with the Second Schedule:

Provided that if an applicant withdraws the application at any stage of the process prior to finalisation of the application process and publication of the deed, all fees and expenses incurred by the Authority shall be borne and paid by the applicant and the applicant shall not be entitled to any reimbursement of payments effected in relation to the application

16. Following the submission of the application in accordance with these regulations, there shall be no change in the applicant unless it results from a *causa mortis* declaration that the rights over that property which is the subject of the application, have been transferred to the person who is requesting such change.

In case of death of applicant.

17. (1) In addition to the application submitted to the authority in accordance with these regulations, the applicant shall provide a declaration signed by him confirming that all the contents of the application submitted by him are correct, and that no other relevant facts, information or documentation have been omitted, which if known by the authority would have led to the rejection of the application.

Declaration.

(2) No applicant may justify his failure to omit other facts, information or documentation relevant to the application on the grounds that the authority already had knowledge of those facts, information or documentation:

Provided that if it results that the applicant has made a false declaration for the purposes of an application made in accordance with these regulations, the authority shall:

(a) in cases where the authority became aware of such false declaration prior to the finalisation of the application process and the publication of the deed, the application shall be

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revoked and all fees and expenses shall be paid by the applicant;
or

(b) in cases where the authority became aware of such false declaration following the finalisation of the application process and the publication of the deed, the authority shall have the right to act in accordance with regulation 20(3).

Lapse of
emphyteutical
grants or leases
during the
application
process.

18. In the case of emphyteutical concessions or leases which lapse during the application process, an additional payment equivalent to the ground rent or rent previously paid and duly apportioned *pro-rata* for the additional occupancy period shall be paid in full upon signing of the new emphyteutical deed.

Expenses and
fees.

19. All expenses, including those relating to the valuation required in accordance with these regulations, and those relating to the granting of the emphyteutical concession, shall be paid by the applicant by not later than the date of signing of the emphyteutical concession.

Saving.

20. (1) The authority shall have the right to reject in its sole discretion any application submitted to it in accordance with these regulations.

(2) The decision by which the authority denies an application submitted to it pursuant to these regulations shall be in writing, even if by electronic means, and shall include the reason which led to the refusal of the application.

(3) The authority shall have the right to bring any action before the Civil Court First Hall, requesting the rescission of the emphyteutical concession, issued on the basis of a false declaration, incorrect information, or resulting from an error, where in the absence of such false declaration, incorrect information or error, the authority would have not granted the emphyteutical concession.

(4) The authority shall not be liable to any form of damage or compensation in the exercise of its functions in accordance with these regulations.

Appeal.

Cap. 563.

21. An applicant shall have a right of appeal from a decision of the authority taken pursuant to these regulations under the terms of article 57 of the Lands Authority Act.

FIRST SCHEDULE

Classes of properties established in the Development Planning (Use Classes) Order recognised as commercial properties for the purposes of these regulations: S.L. 552.15.

- (a) Class 2B – Non Residential Institutions
- (b) Class 2C – Education
- (c) Class 3A – Guest Houses, Palazzini, Boutique Tourism Accommodation and Hostels
- (d) Class 3B - Hotels
- (e) Class 4A – Financial, Professional & Other Offices
- (f) Class 4B – Retail
- (g) Class 4C – Food and Drink Establishments where no cooking is allowed
- (h) Class 4D - Food and Drink Establishments where cooking is allowed
- (i) Class 5A –Light Industry
- (j) Class 6A – Storage and Distribution

The uses listed hereunder, being in accordance with regulation 4 of the Development Planning (Use Classes) Order shall also be considered as commercial properties for the purposes of these regulations: S.L. 552.15.

- (a) amusement arcade or centre;
- (b) dance or wedding hall;
- (c) discoteque or similar places of assembly;
- (d) taxi business, hire of motor vehicles, public service garage, sale or display of motor vehicle;
- (e) diving schools and, or acqua lung fillers;
- (f) food takeaways, including pastizzeria;
- (g) washing or cleaning of clothes or fabrics in coin or credit operated machines or on premises at which the goods to be

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cleaned are received direct from the public;

- (h) bakery;
- (i) conference or public assembly centre;
- (j) supermarkets;
- (k) bingo halls, casino, gaming shops, betting shops (excluding lotto offices);
- (l) retail outlets selling fire arms.

SECOND SCHEDULE

FEEs

1. All applications shall be subject to an initial and non-refundable submission fee of one thousand five hundred euro (€1500).

2. Applications for properties with a footprint exceeding an area of one thousand five hundred square metres (1500m²) shall be subject to an additional fee of one euro (€1) per square metre, subject to a minimum additional fee of one thousand five hundred euro (€1500) and to a maximum of five thousand euro (€5000), and such additional fee shall be requested and levied upon written confirmation of the approval of the application.

3. Applications that are withdrawn by the applicant at any stage of the process shall forfeit all fees paid up to date of withdrawal.

Annetti 10: Proprjeta' misjuba

Referenza 01:

Land For Sale in Siggiewi

€1,200,000



Property description

An AGRICULTURAL LAND with a total of 4900 sqm consisting of 2 rooms with the option to build another one, a toolshed, bore hole, over 2000 vines, over 80 trees and well. Situated in one of the best rural areas of the town.

Ref: 751462

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Referenza 02:

Land For Sale in Siggiewi

€300,000



Property description

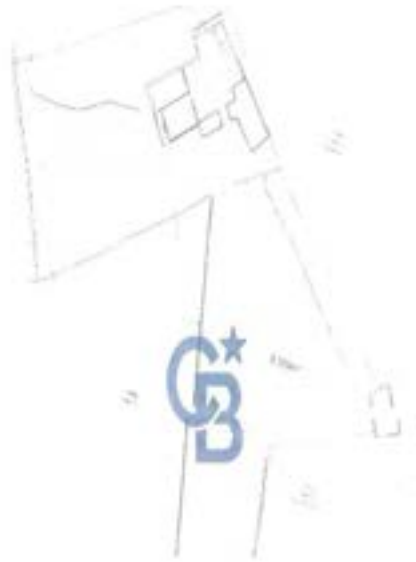
TWO FIELDS located in the limits of Buskett near the cliffs with easy access through a common passage, having a total area of approximately 1170sqm. Both fields are suitable for agriculture and benefit from the use of a borehole shared with third parties, a water reservoir, and a private room. ?

Ref: 752127

Referenza 03:

Land For Sale in Siggiewi

€1,500,000



Property description

SIGGIEWI - A Massive 8,560 sq.m. land in Siggiewi.

Ref: 013188 Size: 8560sqm

Features

✓ Store Room

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