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Eighteenth (18th) of February two thousand and twenty one (2021)

In the first part of the deed, a sale made by:

Carmen Melissa Said, spouse of Josianne Said, born in New York, United States of America on the twenty second (22nd) of October one thousand nine hundred and eighty two (1982) and residing in Qala, Gozo: Identity card number 440198M;

Coronato Robert Said, unmarried, born in New York, United States of America on the twenty first (21st) of February one thousand nine hundred and seventy seven (1977) and residing in Qala, Gozo: Identity card number 476094M;

Francis Joseph Said, unmarried, born in New York, United States of America on the ninth (9th) of June one thousand nine hundred and seventy eight (1978) and residing in Qala, Gozo: Identity card number 476294M;

- childred of Francis Said and of Anita nee Ortega, both deceased; altogether referred to as Vendors, in favour of:

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The company **Elzan Properties Limited** bearing registration number C86669, and having its registered office at 'Elzan', Triq l-Arcisqof Pietru Pace, Victoria, Gozo – referred to as the Purchaser;

Of the house with annexed garage, without official number and named 'Sunview', in Triq il-Wileg, Qala, Gozo, including its unlimited airspace and subterrain, and which property is bounded on the north with the street, east with the valley and west with property of Andrew Bartolo of more correct boundaries, as better shown on the plan attached to deed, marked document "G".

The said property was sold in its current state and condition as seen by the Purchaser, free and unencumbered, with all its rights and appurtenances.

Vendors shall provide the vacant possession of the property to the Purchaser after the passage of one (1) year from the date of completion of the property acquired by said Vendors in the second part of the deed.

Arkivre Arkivre Arkivre

This sale was made and accepted for the price of five hundred thousand Euro (€500,000).

In the second part of the deed:

The said siblings Said are referred to as "the Purchasers", where Elzan Properties Limited is referred to as "the Vendor".

DEFINITIONS AND INTERPRETATIONS

The Parties agreed that in the second part of the deed and its annexes:

(A) Unless otherwise expressly stated or the contrary intention appears, the following capitalised terms have the following meanings respectively assigned to them:

Arkivre Arkivre Arkivre

"Administrator" means the "Vendors" or any person appointed as such in accordance with article fifteen (15) of the Condominium Act who succeeds Vendors.

"Apartment/s" and/or "residential units" refers to the residential units forming part of the Block and which are accessible through the Block Common Parts.

"Architect" means architect Alexander Bigeni of seventy four slash two (74/2), Triq Giorgio Borg Olivier, Victoria, Gozo, or such other architect appointed by Vendors from time to time and duly notified to the Purchasers.

"Block" means the residential part of the Development which has its main door and entrance on Triq Wied is-Simar, Qala, Gozo, and which in terms of the Building Permit shall consist of garages at basement level, and of thirteen (13) apartments and namely two (2) apartments at ground floor level, three (3) apartments on each floor level at first floor, second floor and third

Dr. Enzo Refalo LL.D.

Arkivre Arkivre Arkivre

floor, and two apartments/penthouses at fourth floor or recessed floor level of the Block. Should the required building permits be issued the Block including the Block Common Parts may be extended upwards so as to include more residential units. The Block is bound on the west by the street, on the north by property of Philip Buttigieg and on the south by property of the Tabone family or their successors in title or more correct boundaries. The Block shall bear the name "Simar Residence". The said block is shown on the site plan marked document "H" attached to deed;

"Block Common Parts" means the common parts, areas and services of the Block intended for the common use or benefit of more than one residential unit in the Block, including the main door and entrances, the corridors, the stairwells, stairs, landings, lift shafts, lifts (which common areas extend from basement level up to the uppermost level of the Block), the Pool and Deck Area; the lift room and meter room, the internal service shafts; the communal drainage, plumbing and electrical systems up to where the said systems branch off for the exclusive use of a residential unit in the Block and all other common parts, areas, facilities and services mentioned in paragraphs (b) and (c) of article 1[illegible] (5) of the Condominium Act as well as all services, installations and objects installed in the Block Common Parts and other utility lines, lighting facilities, decorations, and other facilities intended for the common use or benefit of owners of two or more residential units in the Block and not devoted to or for the exclusive use of any one residential unit only. Provided that the external facades, external walls, apertures, balconies, verandas, terraces (including those of penthouses), patios and parapet walls of an apartment held separately pro diviso by a Condominus shall remain the pro diviso property of the Condominus of the relative residential unit, as subject to the servitudes or restrictions imposed or reserved thereon in terms of this agreement and the documents annexed hereto and may not otherwise be used by any other person. However such external facades and external walls shall, for the purposes of the protection of uniformity and décor, as well as for the purposes of repair and maintenance and the sharing of the related costs, be treated as forming part of the Block Common Parts; whereas day-to-day cleaning, maintenance and repair of balconies, verandas, terraces (including those of penthouses) and patios and parapet walls (including any doors, windows, jalousies, shutters, railings, gates, fixtures and all other objects affixed to external walls, balconies, verandas, terraces (including those of penthouses), patios and parapet walls) shall remain the responsibility of the said Condominus. If any common parts, areas or services mentioned above does not exist in the Block the definition of Block Common Parts for the purposes of the Block shall be construed accordingly.

"Building Permit" means the full development permit to be approved by the Planning Authority (PA) to a final and executable stage bearing number zero, three, five, zero, slash nineteen (0350/19) as may be in the future amended from time to time by the Vendors or their successors in title for the development of the Complex.

"Condominium Act" means the Condominium Act, Chapter three hundred and ninety eight (398) of the Laws of Malta as may be amended, re-enacted or substituted from time to time.

"Deed" means the final deed of sale of the Property.

"Development" or "Complex" means the whole building consisting of the Garage Complex, the Street Level Garages and the Block which shall be constructed on the Site, as may be amended by Vendors. The Development is bound on the west by the street, on the north by property of Philip Buttigieg and on the south by property of the Tabone family or their successors in title or more correct boundaries.

"Finished State" means with respect to the Block Common Parts and the Garage Complex Common Parts that these are finished in accordance with and to the extent of the relevant specifications annexed to deed as document "S1" so that each unit shall have safe and adequate access from their respective common parts;

"Garage Complex" means the basement level garage complex within the Development intended for the construction of internal lock up garages, and car-spaces accessible from a common entrance and drive way abutting onto Triq Wied is-Simar, Qala. In this agreement the terms garage and car space are used interchangeably.

"Garage Complex Common Parts" means the common garage entrance on Triq Wied is-Simar, Qala, the common driveways, ramps, areas and services, installations, plants and equipment and

Dr. Enzo Refalo LL.D.