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4085

The twenty-first (21st) day of **December**, of the year two thousand and twenty (2020).

Sale made *in solidum* by:

- The limited liability company **'Camfam Limited'** [company registration number C95619]: ***as to one half (1/2) undivided share***; and
- The limited liability company **'Elzan Properties Limited'** [company registration number C 86669] ***as to the remaining one half (1/2) undivided share***;

hereinafter referred to as the 'Vendors';

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In favour of **Orlando Atzori** [holder of Maltese identity card number 210788M], soldier, husband of Alexandra Atzori, son of Carlo and Maria nee Vella, born in Pieta on the fourth (4th) day of September, of the year nineteen hundred and eighty-eight (1988) and residing in Kercem, Gozo and **Alexandra Atzori nee Grima** [holder of Maltese identity card number 216700L], Learning Support Educator, wife of Orlando Atzori, daughter of Joseph Grima and Carmela nee Saliba, born in Toronto, Canada on the thirtieth (30th) day of October, of the year nineteen hundred and ninety (1990) and residing in Qala, Gozo; hereinafter referred to as the 'Purchasers';

Of the following immovable property namely:-

a) The ***duplex maisonette*** in shell-form state, without its relative underlying and overlying airspace, internally numbered letter M number two (M2) at times also referred to as maisonette A number two (A2) which is the first one from the right hand side of the development hereunder described and named '***Primrose Court Block A***', which duplex maisonette is situated on the ground and first floor levels when one looks at the same development from Strickland Street, from which Street, the said Block is accessible. as better shown outlined in red on the elevation plan attached to the deed and marked as Document 'B' and on the floor plans attached to the deed and marked as Documents 'C' and 'D'; and
b) The ***garage*** in shell-form state situated at ground floor level and is the one that forms an integral part of the duplex maisonette above described as it is accessible from the said duplex maisonette itself. The said garage is better outlined on the plan attached to the deed and marked as Document 'D'; The said garage also has its own separate and independent access directly unto Strickland Street, without its underlying airspace.

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This duplex maisonette and garage are hereinafter collectively in the Deed referred to as the "Property".

'Site' refers to the house number six (6) in Strickland Street, Qala Gozo together with its adjoining land, which land has another facade on Triq ir-Rebha, Qala, Gozo having a total superficial area of four hundred and eighty seven square metres (487sq.m.) as better shown on the plan and site-plan attached to the deed and marked as Document 'A'.

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'Development' or 'Complex' refers to the whole building which has been constructed on the Site, consisting of the Upper and Lower Garage Complexes, 'Primrose Residences Block A' and 'Primrose Residences Block B'. The Development is bounded on the North-West by Triq Lord Strickland, on the South-East by Triq ir-Rebha and on the North-East in part by property of the Camilleri Family or their successors in title and in part by the Vella Family or their successors in title or other more correct and varying boundaries.

Should the necessary building permits be issued and should the owner of the airspace overlying the Development provide a certificate signed by two architects stating that the building is sound and stable enough to support the additional strucutres, the owner shall have the right to develop the roof area of the penthouses in which case he shall be obliged to

(i) extend the common parts and services, including the lift and lift-shaft to the new uppermost roof

(ii) transfer the services mentioned above to the new uppermost roof without interruption of more than forty-eight (48) hours.

All such obligations are to be carried out according to the standard building practice, at the expense of the party making such development and in strict compliance with the building permit. Vendors are giving no warranties as to the floors if any that may be built on top of the penthouses.

The units built after the original development as dominant shall enjoy the following servitudes on the Development as servient tenement:

(a) to the perpetual use of the common parts and services intended for the use of the residential units within the Development;

(b) to connect their services to those already serving the Development and to pass their services from those areas reserved for such purpose in the building permit or in default as directed by the architect in charge but in any case according to standard building practice.

(c) of openings, apertures, projections and of prospect onto the facades, yards and shafts;

The units built after the original development as servient tenement shall be subject to the following servitudes on the Development as servient tenement:

(a) to the payment of the *pro rata* share from the expenses involved in the maintenance, upkeep and cleaning expenses of the Development common areas;

(b) to retain the same material, decor, colour-scheme and design of all facades and external apertures, as the residential units within the Development;

(c) to be exclusively used for residential purposes only;

(d) to all other servitudes normally associated with residential units in similar buildings.

Save for what is stated in the Deed and the documents annexed thereto, the Property was sold as free and unencumbered with all its rights and appurtenances.

The sale of the immovable property was made and accepted under all the terms and conditions indicated in the deed including the following namely:-