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The twelfth (12th) of June of the year two thousand and twenty (2020).

A public deed entered into between: **Carmela Vassallo**, wife of Anthony Vassallo, retired, daughter of Giuseppe Mangion and of Annunziata nee' Camilleri, both deceased, born in Zebbug, Gozo on the 30th April 1946 and residing at Sydney, New South Wales, Australia, bearer of Australian passport number PA3151965 and Maltese Income Tax registration number 890501702 and **Elvira sive Vera Cini**, wife of Anthony Cini, a pensioner, daughter of Giuseppe Mangion and of Annunziata nee' Camilleri, both deceased, born in Zebbug, Gozo on the 27th April 1948 and residing at Sydney, in Australia, bearer of Australian driving licence number 9528XB and Maltese Income Tax registration number 888261816 – hereinafter referred to as 'the Vendor/s': the limited liability company **'Elzan Properties Limited'**, bearer of company registration number C86669, with its registered address at 'Elzan', Triq l-Arcisqof Pietru Pace, Victoria, Gozo, Malta– hereinafter referred to as 'the Assignor/s' and **Mariana Fortunata Zammit,** teacher unmarried daughter of Paul Zammit and Tania nee' Cefai born in Victoria Gozo on the 19th March 1992 and residing at Zebbug Gozo (Identity Card Number 14692G)) - hereinafter also referred to as 'the Purchaser'.

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Parties premised and declared as follows:

Whereas on the twelfth (12th) December of the year two thousand eighteen (2018) the Assignor had entered into a promise of sale agreement (hereinafter the "Promise of Sale Agreement") with the "Vendors" for the purchase of a divided portion of land known as "tal-Qiegha", other times referred to as "tal-Andar" or as "Ix-Xaghra l-Kbira", in the limits of Zebbug, Gozo, having a superficial area of circa three hundred and ninety-five square metres (395 sq.m.). or more accurate measurement, bounded south by Triq Skapuccina, east by Triq il-Kaccaturi and north by property belonging to appearer Joseph Cini, or more correct boundaries, free and unencumbered, with all of its rights and appurtenances and with vacant possession - hereinafter referred to as the "Site", which Site is better shown on the plan and site-plan annexed to the deed. This Promise of Sale Agreement was registered at the Inland Revenue Department with the number PS two zero one nine zero three eight three one (PS20190383[illegible] In addition to the Promise of Sale Agreement the Assignor reserved the right of substitution on the final contract/s of sale both *in toto* and *in parte*

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Whereas the Site will be constructed and developed by the Assignor into an unnumbered development to be named "Knobscorner" in Triq Skapuccina, corner with Triq il-Kaccaturi, Zebbug, Gozo: hereinafter referred to as the "Development. The Development once developed will consist of garages and an apartment at basement level accessible said garages from a main entrance abutting in Triq il-Kaccaturi and which apartment is accessible from the main entrance abutting in Triq

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Skapuccina: garages and an apartment at ground floor level accessible said garages from a main entrance abutting in Triq il-Kaccaturi and which apartment is accessible from the main entrance abutting in Triq Skapuccina; and apartments at first, second and third floor level and penthouses at fourth floor level.

That part of the Development which is intended for the construction of residential units is hereinafter also referred to as "the Block".

That part of the Development which is intended for the construction of garages is hereinafter also referred to as "the Garage Complex".

By virtue of the first part of the deed, it was declared that the Assignor had agreed to transfer and assign unto the Purchaser, who had accepted, the right to acquire the rights acquired by the Assignor emanating from the Promise of Sale Agreement but limitedly to the Property acquired on the deed in virtue of an agreement between Assignor and Purchaser dated the thirtieth (30th) of August of the year two thousand and nineteen (2019) duly registered with the number PS two zero one nine one four five four zero (PS201914540) wherein provisional duty at the rate of seven per cent (7%) was already paid.

Therefore by virtue of the first part of the deed the Assignor definitely ceded, sold and assigned unto Purchaser who accepted purchased and acquired the Assignor's rights emanating from the said Promise of Sale Agreement but specifically and limited to the sale of the Property as described below.

This partial cession of rights was made and accepted under the following conditions:

iii. For the net profit of one thousand euro (€1,000)

iv. The Assignor, with the acceptance of the Vendors, guaranteed in favour of the Purchaser, who accepted :

- the existence and the validity of the Promise of Sale Agreement; and
- that it has not assigned any of the rights and obligations emanating in its favour from the Promise of Sale Agreement regarding the sale of the Property in favour of any third parties.

The Vendors accepted the partial cession made by virtue of the first part of the deed and recognised and accepted for every effect at Law the substitution being made thereon by the appearance of the Purchaser instead of the Assignor in terms of the Promise of Sale Agreement.

In view of the partial cession made by virtue of the first part of the deed the Assignor, for all intents and purposes at Law, granted its consent for the taking place of the sale made by virtue of the second part of the deed between the Vendors and the Purchaser.

The Purchaser accepted that the Vendors appeared on the deed for the

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