

FIL-QORTI CIVILI, PRIM' AWLA

FI-ATTI TAS-SUBBASTA

Rikors Nru 28/21

Bank of Valletta P.L.C.

vs

Owen Sciberras



**Mandat ta' Qbid ta' Hwejjeg Immobili u bejgħ b'Subbasta ta' Penthouse bin-numru 9,  
Arizona Court, Triq Sant' Sant' Aristarku, San Pawl il-Bahar**

Rapport tal-Perit Arielle Agius

2 ta' Marzu 2022

## FL-ATTI TAS-SUBBASTA

Rikors Nru 28/21

**Bank of Valletta P.L.C**

vs

**Owen Sciberras**

### Re: Rapport ghall-Mandat ta' Qbid ta' Hwejieg Immobli u bejgħ b'Subbasta ta' Penthouse bin-numru 9, Arizona Court, Triq Sant' Sant' Aristarku, San Pawl il-Bahar

Jiena l-Perit hawn taħt iffirmat, ġejt inkarigata biex nagħmel stima fuq il-post Penthouse bin-numru 9, Arizona Court, Triq Sant' Sant' Aristarku, San Pawl il-Bahar. għal-kawża ġudizjarja fl-Att tas-Subbasta nru. 28/21 fl-ismijiet Bank of Valletta P.L.C. vs Owen Sciberras.

Fl-31 ta' Awwissu 2021 intbghatu notifikasi biex issir spezzjoni t-Tlieta, 14 ta' Settembru, 2021 fl-10:30 ta' filgħodu. Dakinhar hadd ma kien preżenti biex jifthilna l-post. Għalhekk, intbghat rikors fis-17 ta' Novembru 2021 biex issir spezzjoni bi żgass.

In-notifikasi huma meħmużin f'Dokument A, filwaqt li rikors jinsab meħmuż f'Dokument B.

It-tieni spezzjoni saret nhar it-Tlieta 15 ta' Frar fid-9:30 ta' filgħodu. L-aċċess ma sarx bi żgass, peress li wara 50 minuta ġie s-sur Owen Sciberras biex itina aċċess ghall-post. Preżenti fuq il-post kien hemm il-Maraxxal tal-qorti s-sur Manolito Briffa, il-Maraxxal tal-qorti is-sur Ivan Spiteri Bianchi, il-Kuntestabbli tal-Pulizija Nathaniel Mamo (PC 495); minn naħha tal-Bank Of Valletta P.L.C. kien hemm preżenti Galen Dalli (ID 53692M), Charles Camilleri (ID 525380M), Dennis Borg (ID 168364M); kif ukoll l-istess sid, is-sur Owen Sciberras (ID 161275M).

## Deskrizzjoni tal-proprietà

Il-proprietà bħalissa qed tintuża bħala residenza. Il-binja principali giet mibnija madwar issena elf, disgħa mijha, tmienja u tmenin (1988). B'referenza għar ritratti annessi f' Dokument C, il-proprietà għandha access mill-komun tal-blokk li jgħati ghall-Triq Sant' Aristarku (Aristarcus).

Il-proprietà kienet tikkonsisti f'*penthouse* iżda llum il-ġurnata għiet ikkonvertita f'appartament u l-arja ta' fuq il-proprietà għiet žviluppata b'żieda ta' *penthouse* ta' terzi persuni. Skond il-permessi approvati dak iż-żmien mill-*Malta Environment and Planning Authority* (MEPA) Dokument D , il-proprietà tinsab fir-raba' sular.

Malli tidħol fl-appartament, fuq in-naħha tal-lemin hemm il-Kċina/Salott (5.54m x 2.88m), li tgħati għall-fuq terazzin (3.12m x 2.90m) li qed jieħu l-arja mit-triq. Fuq in-naħha tax-xellug hemm kuritur twil (1.20m x 22.31m), li jgħati għall-kamra tal-banju (3.20m x 1.55m) li tinsab adjaċenti ma-xaft għall-użu tas-servizzi (0.96m x 0.91m), kamra tas-sodda (3.23m x 3.65m) li qed tieħu l-arja mill-bithha interna (4.87m x 1.70m), u kamra tas-sodda oħra (2.93m x 4.43m) li qed tieħu l-arja mill-bithha ta' wara.

Il-proprietà eżistenti hija mibnija fuq art ta' madwar 251.50 metru kwadru (*plot area*), għandha arja totali ta' madwar 94.19 metru kwadru (*gross area*) u spazju intern ta' madwar 72.57 metru kwadru (*total internal area*). Il-proprietà għandha tul ta' faċċata ta' madwar 3.11 metru fuq Triq Sant' Aristarku. L-gholi intern huwa ta madwar 2.713 metri, li huwa konformi mal-ligħi tas-sanita' ta' llum.

Il-proprietà għandha s-servizzi tad-dawl u ilma nstallati. Il-hitan huma tal-ġebla globigerina limestone filwaqt li s-saqaf huwa tal-konkos rinfurzat. L-art hi b'madum taċ-ċeramika filwaqt li l-post huwa miksi u miżbugħi. Il-kamra tal-banju għandha is-servizzi kollha installati. L-aperturi ta' barra huma tal-*aluminium* (*single glazed*). Il-bibien ta' gewwa huma tal-injam.

Gew innutati xi ġsarat fil-proprietà, fosthom fis-saqaf tal-kamra tas-sodda li tgħati għall-bithha ta' wara huwa mxarrab, umduż bil-moffa u parti minnha huwa mkisser fejn kważi qed jidher il-ħadid tas-saqaf.

Il-proprietà għandha servitu' tas-servizzi w katusi, kif ukoll tat-twiegħi (dawl u arja) fix-xaft għall-użu tas-servizzi, fil-bitħa interna kif ukoll fuq il-bitha ta' wara. Iż-żona komunali għandha użu ta' komun, taraġ u lift filwaqt li m'hemmx pussess tal-arja ta' fuq l-appartament.

Jirriżulta li l-permess biex inbniet il-blokka huwa PB/2513/87. Il-permess biex il-proprietà nqelbet minn appartament għall-penthouse huwa PA/07841/06 bit-titlu '*Construction of four penthouses and extension at fourth floor level*'. Dan il-permess jinsab f' Dokument D ma dan ir-rapport.

Waqt l-ispezzjoni ittieħdu il-qisien u l-għoljet neċċesarji biex tinholoq skizz tal-proprietà. Dan jinsab f' Dokument E.

#### Kirjet u Drittijiet Ohra

Skond l-informazzjoni provduta mis-sinjur Owen Sciberras, il-proprietà in kwistjoni hi soggetta għal ċens prepetwali w revidibbli għas-somma ta' Lm 4.00 (€ 9.32) li titħallas kull sena'. Il-kuntratt huwa datat id-19 ta' Mejju 2003 fejn il-proprietà inxtrat mingħand is-sinjur Emmanuele Azzopardi (fejn dak iż-żmien kien resident f' Haż-Żebbuġ). Il-proprietà qed tgawdi d-drittijiet u pertinenzi kollha tagħha. Dan il-kuntratt tal-bejgħ jinsab meħmuż ma dan id-Dokument (Dokument F).

Mill-ispezzjoni u mill-informazzjoni li tagħna is-sur Owen Sciberras verbalment fuq il-post, jidher li l-post huwa mikri. Is-sur Sciberras iddikkjara li m'għandux kuntratt tal-kera mal-kerrejja. Iddikkjara wkoll li mhux qed jaqla flus minn din il-kirja.

F'din il-proprietà, ġew inutati dawn l'illegalitajiet: Il-post kif inhu preżentament ma jaqbilx mal-iktar permess riċenti msemmi. Dawn id-differenzi jinkludu:

1. Il-ħajt tal-kamra tas-sodda li li jgħati għall-bitħa ta' wara m' huwiex irtirat skond il-permess tal-bini approvat.
2. Il-koxox tal-Kċina/Salott huma ineżistenti.
3. Skond il-permess tal-bini approvat ukoll, fil-livell tal-penthouse preżenti, hemm struttura tal-aluminium fuq il-bitha interna fej qed jirtira il-ħajt.

4. Irriżulta li l-kejl li ttieħed waqt l-ispezzjoni m'huwiex ta' l-istess daqs bħall- permess tal-bini approvat.
5. Il-bitha ta' wara ma setghetx titkejjel.

Policies u kundizjonijiet tal-MEPA li japplikaw fuq il- propjetà

Skond il-mappa numru 40 bid-data ta' Ĝunju 2006, il-post jinsab go St. Paul's Village/Bugibba/Qawra Residential Area fin-North West Local plan Bugibba & Qawra Policy Map, (Dokument G). Il-policy li tapplika hija NWUS 3, (Dokument H). L-gholi skond il-pjanta ta' North West Local plan Bugibba & Qawra Building Heights bin-numru 42, bid-data ta' Ĝunju 2006 (Dokument I) huwa dak ta' 5 sulari.

Annessi ma' dan id-Dokument hemm ukoll il-Pjanta Tal-Aġenzija Għar-Registrazzjoni Tal-Artijiet (Land Registry Plan) (Dokument J) u l-Eighth Schedule Form (Dokument K).

Prezz Kummerċjali

Wara li ġiet eżaminata l-fond fejn hu, l-kundizzjoni tiegħu, u kwalunkwe haġa oħra rilevanti, jiena ninsab fil-pożizzjoni li nistma l-propjetà, bil-prezz kummerċjali ta' **EUR 150,000** (mija u ħamsin elf ewro).



Perit Arielle Agius

B.E.&A.(Hons.), M.I.D. (Politecnico di Milano), A.&C.E

Dokumenti Annessi:

Dokument A: Notifika għall-Aċċess

Dokument B: Rikors ghall-Spezzjoni bi Żgass

Dokument C: Ritratti

Dokument D: Permess PA/07841/06

Dokument E: Skizz Tal-Proprietà

Dokument F: Kuntratt Tal-Bejgh

Dokument G: North West Local Plan Buġibba & Qawra Policy Map

03 MAR 2022

Millum .....  
Ippreżentata mill-... ALC A. Agius  
B/bia aktar hawn... dokumenti

Annalise Spiteri  
Deputat Registratur  
Qrati tal-Gustizzja (Malta)

ILLUM. 21.04.22  
DEHER IL-PERIT LEGALI/TEKNIKU Arielle Agius  
39.55M LI HALEF LI QEDA FEDELMENT  
U ONESTAMENT L-INKARIGU MOGHTI LILU

DEPUTAT REGISTRATOR  
Gaetana Aquilina  
Deputat Registratur  
Deputy Registrar  
Qrati tal-Gustizzja (Malta)  
Law Courts (Malta)

Dokument H: Policy NWUS 3

Dokument I: North West Local Plan Buġibba & Qawra Building Heights

Dokument J: Land Registry Plan

Dokument K: Eighth Schedule Form

## **DOKUMENT A**

## FIL-QORTI ČIVILI, PRIM' AWLA

FL-ATTI TAS-SUBBASTA  
Rikors Nru 64/19

Bank of Valletta p.l.c. (C 2833)

vs

Owen Sciberras, ufficjal mal-Airmalta, separat minn Oxana Sciberras, iben Carmel u Yvonne nee' Farrugia, imwieledd San Ġiljan u resident San Pawl il-Baħar, detentur tal-karta tal-identita' numru 161275M

Mandat ta' Qbid ta' Hwejjeg Immobili b'Subbasta ta' Penthouse numru 9, Arizona Court, Triq Sant Aristarcus, San Pawl il-Baħar

Il-Perit Arielle Agius ser iżżomm accéss fuq il-post gewwa San Pawl Il-Baħar, nhar it-tlieta, 14 ta' Settembru 2021 fl-10:30 am.

Għaldaqstant intom mitluba tkunu prezenti quddiem il-proprietà hawn taħt imsemmija:

Il-penthouse internament markata bin-numru disgha (9) liema penthouse tifforma parti minn block mingħajr numru estern li jikkonsisti fi tmin appartamenti u żewġ penthouses u jismu "Arizona Court", qabel "Kevin Flats" fi Triq Sant Aristarcus, San Pawl il-Baħar, liema penthouse tinsab fil-hames sular ossia fourth floor level, fuq in-naħha tal-lemin kif wieħed iħares lejn il blokk mit-Triq, u għandha in komuni mal appartamenti l-oħra tal-blokk l-użu tal-partijiet komuni bl-esklużjoni tal-bejt u l-arja, liema partijiet komuni jinkludu l-entratura, entrata, taraġ u tromba tat-taraġ, lift, Sistema tad-drains u drenaġġ u hija soġġetta għaċ-ċens annwu u perpetwu u rivedibbli ta' disa Ewro u tnejn u tletin centeżmu (€9.32), bid-drittijiet u l-pertinenzi kollha tagħha.

Intom ġentilment mitluba ukoll sabiex tieħdu hsieb tavżaw lil-Avukati tagħkom dwar dan.

Grazzi u inselli għalikom

Perit Arielle Agius

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Lill-Kreditur:            Bank of Valletta p.l.c. (C 2833)  
                              1/5, Misrah San Gorg,  
                              Valletta VLT 1190

Lill-Intimati:           Owen Sciberras  
                              Penthouse 9, Arizona Court,  
                              St. Aristarcus Street,  
                              San Pawl il-Bahar.

Lid-Dep Reg              Marbeck Spiteri  
                              *Courts of Justice, Republic Street, Valletta*

## **DOKUMENT B**

RR427362830MT



Sent to:

Bar

Valletta



EXO No: EX0947

VAT No: MT15114134

TII No: --

MST0381578

USER: ACH466 - ELEANOR PULICINO 31 Aug 2021 08:29:54

Contact Name: ELEANOR PULICINO

Vat Number: CASH SALE CLIENT

NA

Sale Number:

MST1162249B

Local Post

Weight:

Quantity:

Service:

Price:

Stamps Affixed:

Paid:

0.025 kg

Letter

2.80

N/A

E €2.80

Weight:

Quantity:

Service:

Price:

Stamps Affixed:

Paid:

0.025 kg

Letter

2.80

N/A

E €2.80

Weight:

Quantity:

Service:

Price:

Stamps Affixed:

Paid:

0.025 kg

Letter

2.80

N/A

E €2.80

Track &amp; Trace Barcodes:

RR427362843MT

RR427362830MT

RR427362826MT

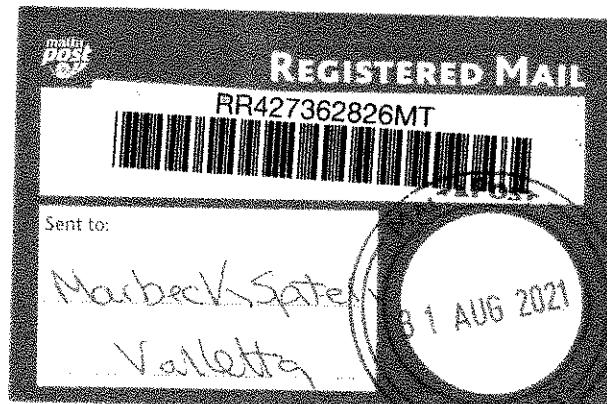
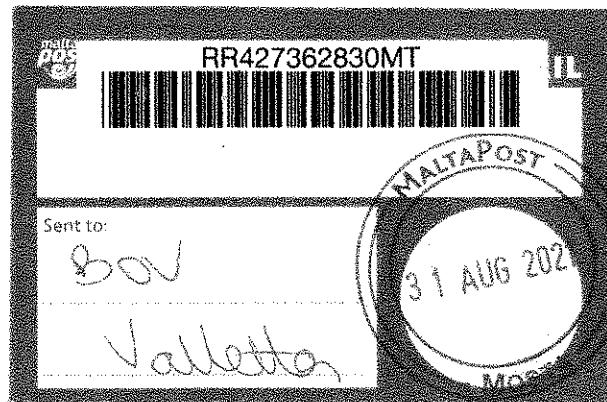
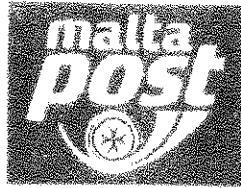
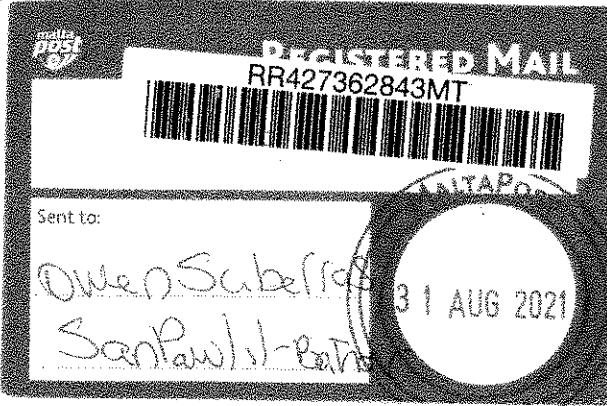
Grand Total:

€8.40

Total Tendered:

8.50

8.50



Triq il-Kostituzzjoni, Mosta  
Mosta  
Tel: (+356) 21224421  
EXO No: EX0947  
VAT No: MT15114134  
TII No: ---

MST030157S ----- 31 Aug 2021 08:29:54  
USER: ACH466 - ELEANOR PULLICINO  
Contact Name: CASH SALE CLIENT  
Vat Number: NA

Sale Number: MST1162249B

#### Local Post

Weight:	0.025 kg
Quantity:	1
Service:	Letter
Price:	2.80
Stamps Affixed:	N/A

Paid:	E €2.80
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Weight:	0.025 kg
Quantity:	1
Service:	Letter
Price:	2.80
Stamps Affixed:	N/A

Paid:	E €2.80
-------	---------

Weight:	0.025 kg
Quantity:	1
Service:	Letter
Price:	2.80
Stamps Affixed:	N/A

Paid:	E €2.80
-------	---------

Track & Trace Barcodes:  
RR427362843MT  
RR427362830MT  
RR427362826MT

Grand Total:	€8.40
--------------	-------

Total Tendered:	8.50
Cash Rendered:	8.50

Change:	€0.10
---------	-------

VAT Analysis	€
--------------	---

Full	F 10%	0.00
Reduced	R 5%	0.00
Exempt	E 0%	8.40
Non-Vatable	NV 0%	0.00

VAT Paid:	€0.00
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**\*MST1162249\***  
\*MST1162249B\*

This receipt is invalid  
if cheque is dishonoured  
or payment against Local Purchase Order

## FIL-QORTI CIVILI, PRIM' AWLA

FI-ATTI TAS-SUBBASTA  
Rikors Nru 64/19

Bank of Valletta p.l.c. (C 2833)

vs

Owen Sciberras, uffiċjal mal-Airmalta, separat  
minn Oxana Sciberras, iben Carmel u Yvonne nee'  
Farrugia, imwieleed San Ĝiljan u resident San Pawl  
il-Bahar, detentur tal-karta tal-identita' numru 161275M

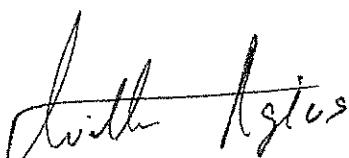
Mandat ta' Qbid ta' Hwejjeg Immobli b'Subbasta ta' Penthouse numru 9, Arizona Court, Triq Sant Aristarcus, San Pawl il-Bahar

Nixtieq ġentilment ninforma lill-qorti li l-Perit Arielle Agius kienet presenti quddiem il-propjeta fejn tinsab il-Penthouse bin-numru 9, 'Arizona Court', Triq Sant Aristarcus, San Pawl il-Bahar, nhar it-Tlieta, 14 ta' Settembru, 2021 mill-ġħaxra u nofs ta' filġħodu. Minħabba li s-sidien tal-post ma kienux presenti, dan l-istess post ma kienx aċċessibli u b'hekk il-penthouse ma setatx tiġi ispezjonata.

Komunikazzjoni permezz ta' telefonati u messaġġi saru mal-intimat imma ma kien hemm l-ebda kooperazzjoni minn naħha tiegħu. Għaldaqstant, nixtieq ġentilment nitlob lill-qorti, u lill-partijiet konċernati, biex jsir aċċess bl-ordni ta' żgass fil-proprietà.

Illum, 17 ta' Novembru 2021.

Grazzi u inselli ġħalikom



Perit Arielle Abdilla  
m: 7906 9110

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Lill-Kreditur: Bank of Valletta p.l.c. (C 2833)  
1/5, Misrah San Gorg,  
Valletta VLT 1190

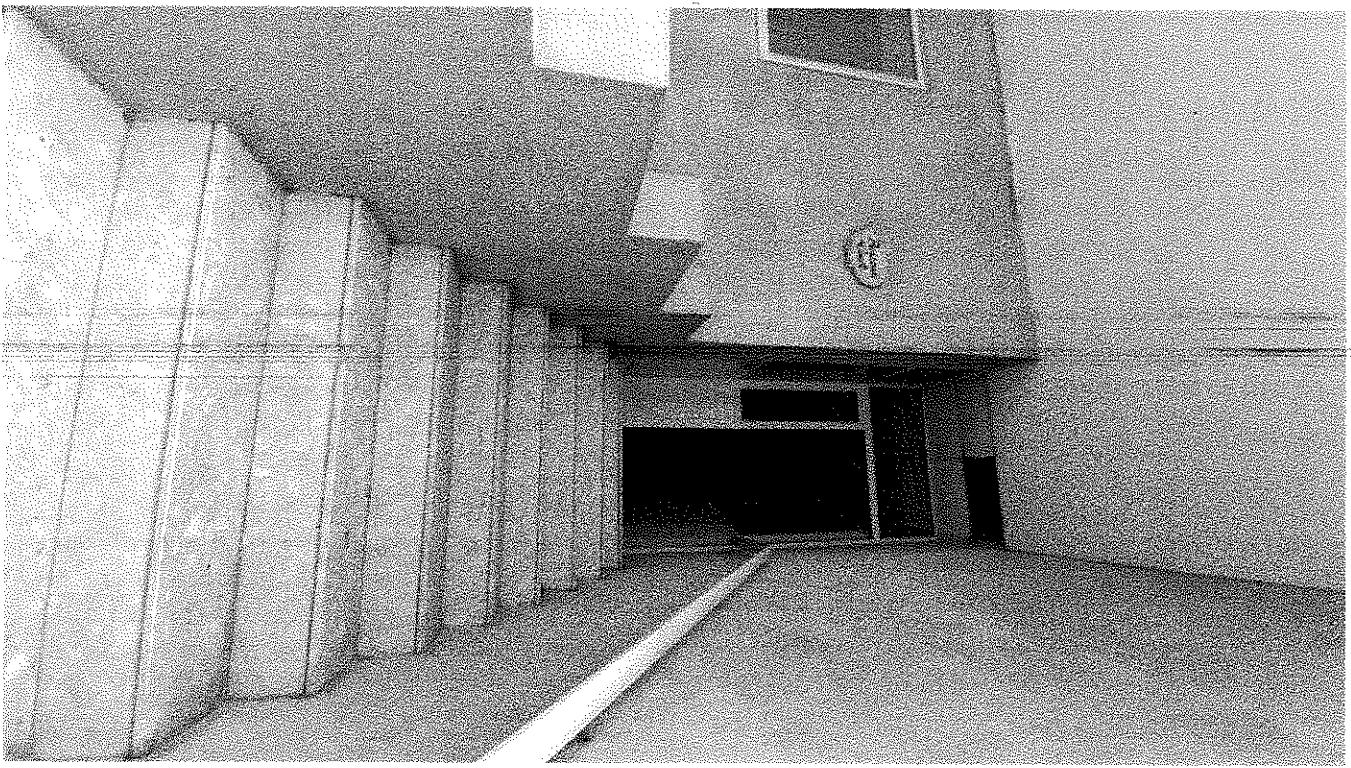
Lill-Intimati: Owen Sciberras  
Penthouse 9, Arizona Court,  
St. Aristarcus Street,  
San Pawl il-Bahar.

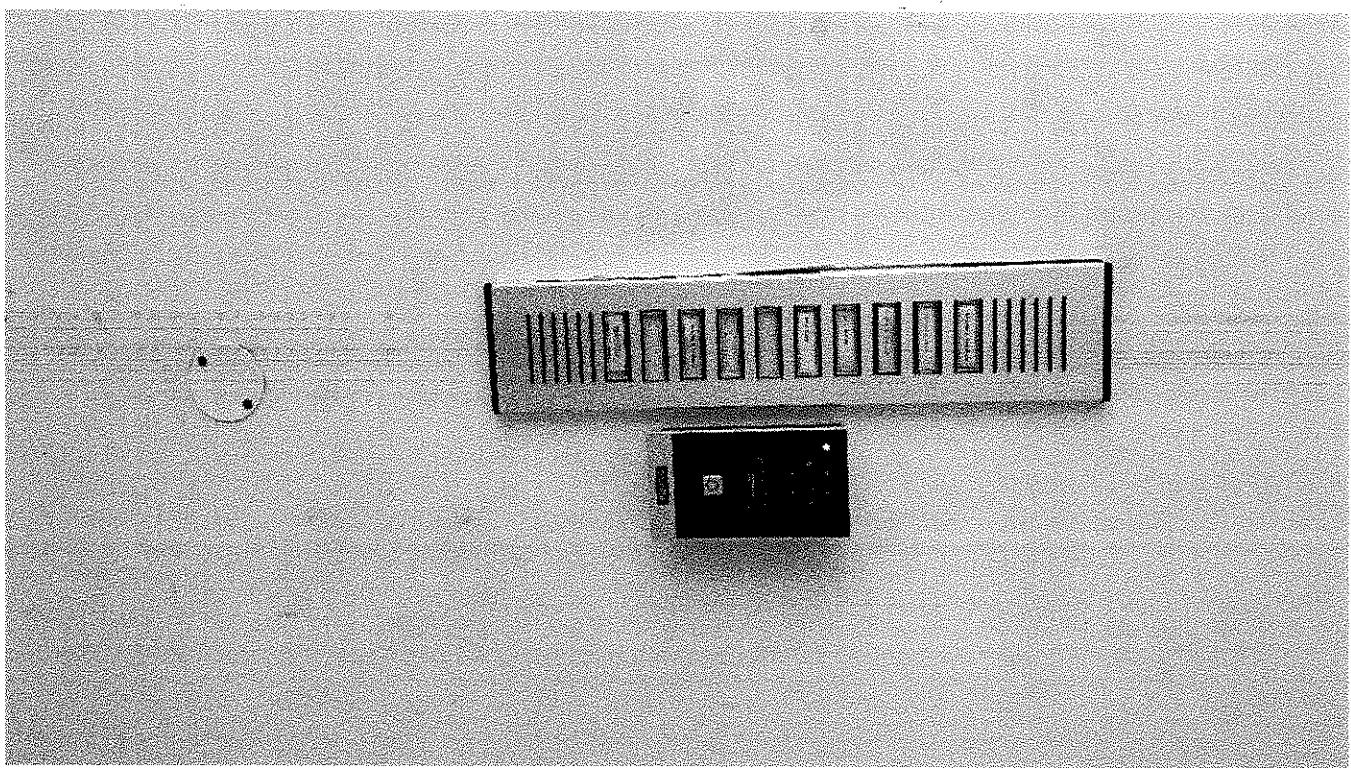
Lid-Dep Reg Marbeck Spiteri  
*Courts of Justice, Republic Street, Valletta*

## **DOKUMENT C**

WYSZKOLNICTWO  
DZIAŁALNOŚCI GOSPODARCZEJ

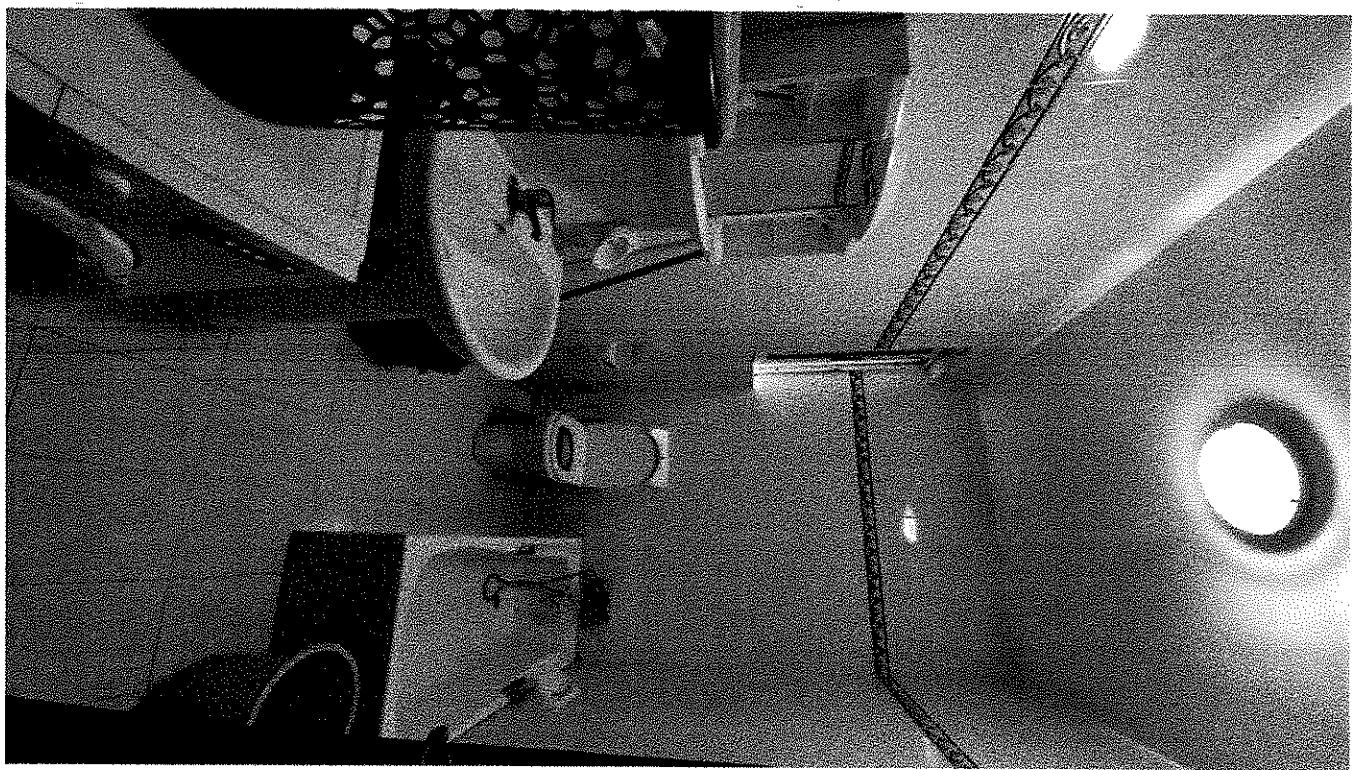














## **DOKUMENT D**

# PA Case Details

## Planning Application Case Details

Result output on 25 February 2022

**Disclaimer:** The information below has been extracted from an on-line database and is meant only for your general guidance. The Planning Authority disclaims any responsibility for any inaccuracies there may be on this site. If you wish to verify the correctness of any information then you are advised to contact us directly. Furthermore, in the event of any discrepancies between the information contained on this site and official printed communication then the latter is to prevail, in accordance with the Development Planning Act.

### Application Status (Does not reflect any appeal decisions on the case)

**Case Status** This application has been approved by Planning Board / Commission.

### Application Details

**Case Number:** PA/07841/06

**Location of development:** Dolomiti Court, Arizona Court, Triq Aristarkus, San Pawl il-Bahar

**Description of works:** Construction of four penthouses and extension at fourth floor level.

**Applicant:** Mr Emanuel Azzopardi

**Architect:** Perit Brian Ebejer

**Reception date:** 12 December 2006

### Initial Processing

**Validation Date:** 05 January 2007

**Target Date:** 21 August 2007

**Application Type:** Full development permission

**Case Category:** Within Development Zone

#### Publication

**Site Notice Image:**  ([..../MultipleImaging/MultipleImaging.aspx?Index=152&Syskey=PA/07841/06](#))

**Publication Date:** 27 January 2007

**Representation Expiry Date:** 11 February 2007

#### Recommendation

**Recommended Decision:** Grant Permission

**Case Officer Report:**  Purchase Case Officer Report ([pdfreport?cfr=PA/07841/06 &SystemKey=110923&PrintoutType=COR](#))

**Report Last Updated:** 08 October 2007

#### Decision

**Decision:** Grant Permission

**Decision Date:** 29 October 2007

**Decision posted date:** 22 November 2007

**Decision Notice:**  Purchase Decision Notice ([pdfreport?cfr=PA/07841/06 &SystemKey=110923&PrintoutType=DCN](#))

#### Further Information

**Board Minutes:**  View Board Minutes ([pdfreport?cfr=PA/07841/06 &SystemKey=110923&PrintoutType=BMIN](#))



## About Us

Mission and vision (</en/mission-and-vision>)  
Boards & Committees (</en/boards-and-committees>)  
Planning Legislation (<https://www.pa.org.mt/planning-legislation>)  
Government Notices (<https://www.gov.mt/en/Government/DOI/Government%20Gazette/PA%20GN/Pages/default.aspx>)  
Legal Notices (<https://www.gov.mt/en/Government/DOI/Government%20Gazette/PA%20Legal%20Notices/Pages/default.aspx>)  
Careers & Vacancies (</en/vacancies>)  
Annual Reports (</en/annual-reports>)  
Sitemap (<https://www.pa.org.mt/en/sitemap>)  
Contact Us (</en/contact-us>)

## Information & Publications

Statistics Dwellings (<https://www.pa.org.mt/file.aspx?f=34865>)  
Planning Circulars (</en/planning-circular>)  
E-newsletter (<https://www.pa.org.mt/eneNewsletter>)  
Projects of Common Interest (</en/projects-of-common-interest>)  
Guidelines for Restoration (</en/guidelines-for-restoration>)  
Accessibility Statement (<https://www.pa.org.mt/file.aspx?f=34714>)  
Access to Information (</en/access-to-information>)  
Buying from our Shop (</en/buying-from-the-planning-shop>)  
Privacy Policy (</en/privacy-policy>)  
Blog (</en/blog>)

## Programmes & Initiatives

Green Your Building ([www.pa.org.mt/green-your-building](http://www.pa.org.mt/green-your-building))  
International Funded Projects (<https://www.pa.org.mt/en/international-funded-projects>)  
Development Planning Fund ([/en/development\\_planning\\_fund](/en/development_planning_fund))  
Irrestawra Darek (</en/irrestawra-darek-2020>)  
Sunday Heritage planning Tours (</en/sunday-tours>)  
The Green Way (</en/the-green-way>)  
MASP Awards (<http://www.maspaawards.com>)  
Valletta Grant Scheme (</en/vallettamarsamxett>)  
Short Evening Lectures ([https://issuu.com/planningauthority/docs/evening\\_lectures\\_brochure\\_2018?e=0](https://issuu.com/planningauthority/docs/evening_lectures_brochure_2018?e=0))

## Procurement

Calls for Proposals ([/en/calls\\_for\\_proposals](/en/calls_for_proposals))

- [Calls for Proposals \(/en/calls-for-proposals\)](#)
- [Calls for Quotations \(/en/calls-for-quotations\)](#)
- [Expression of Interests \(/en/expression-of-interests\)](#)
- [Request for Information \(/en/request-for-information\)](#)
- [Tenders \(/en/tenders\)](#)

## Newsletter

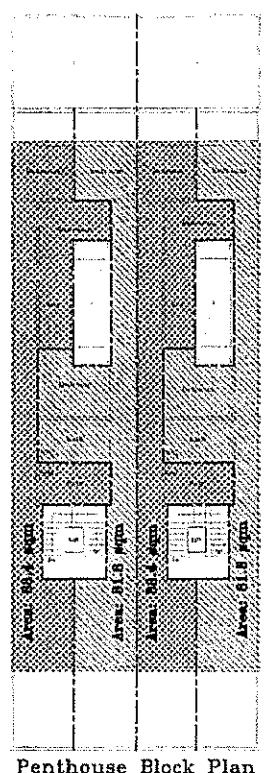
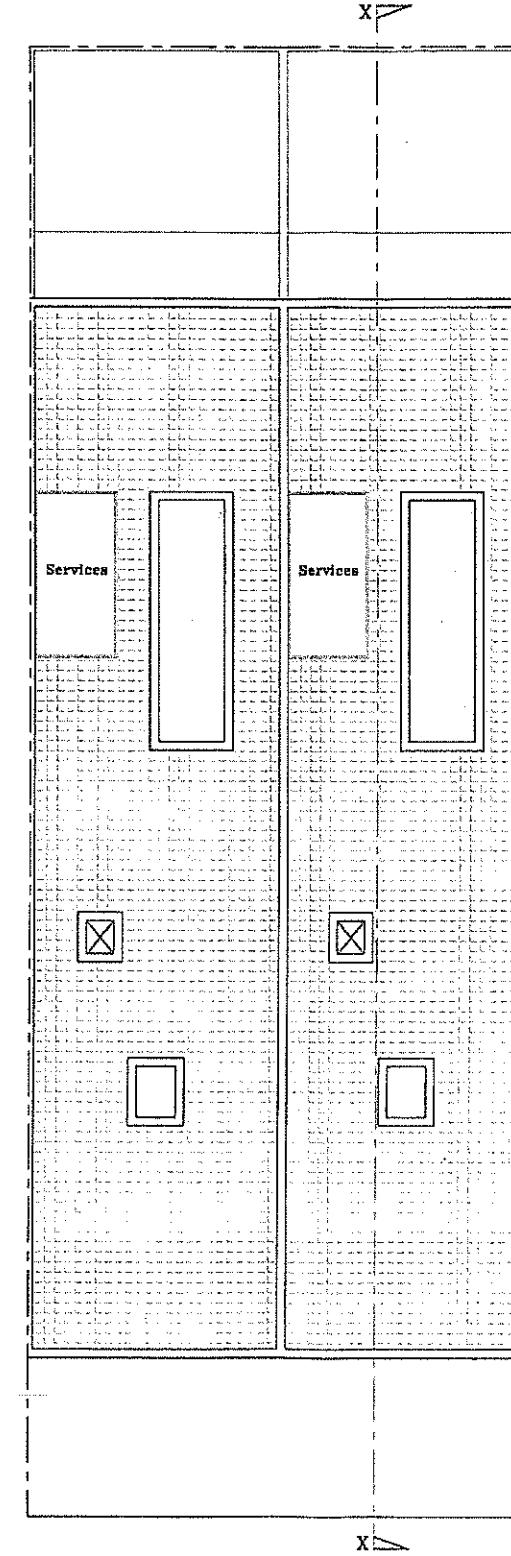
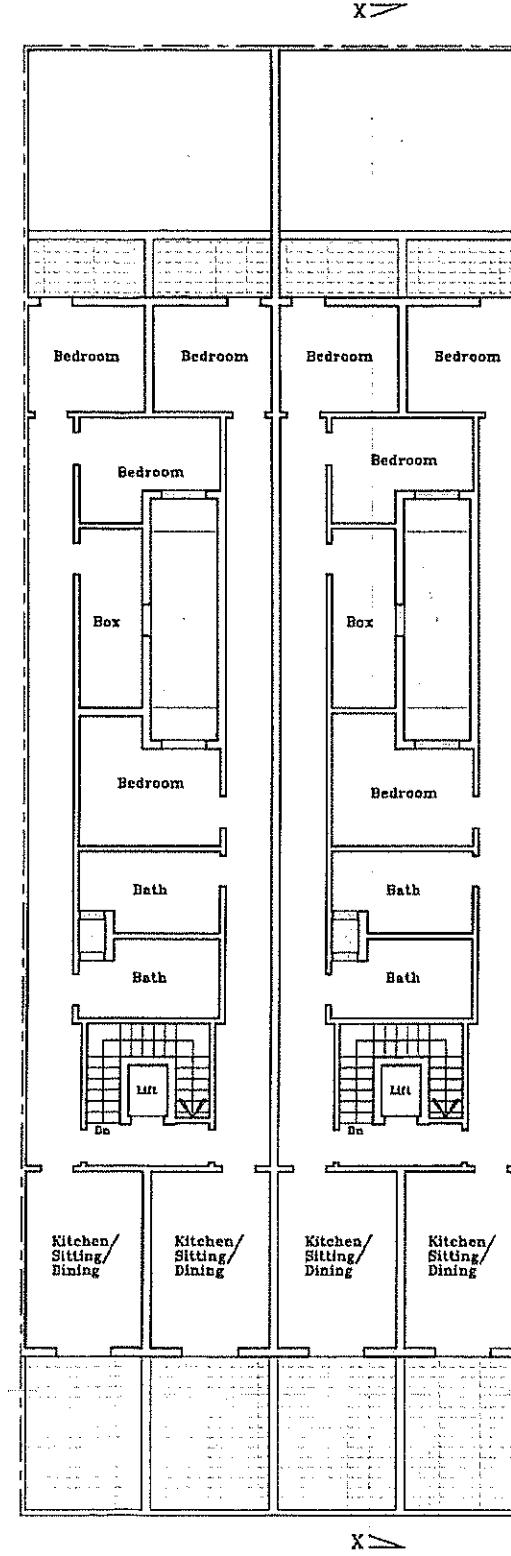
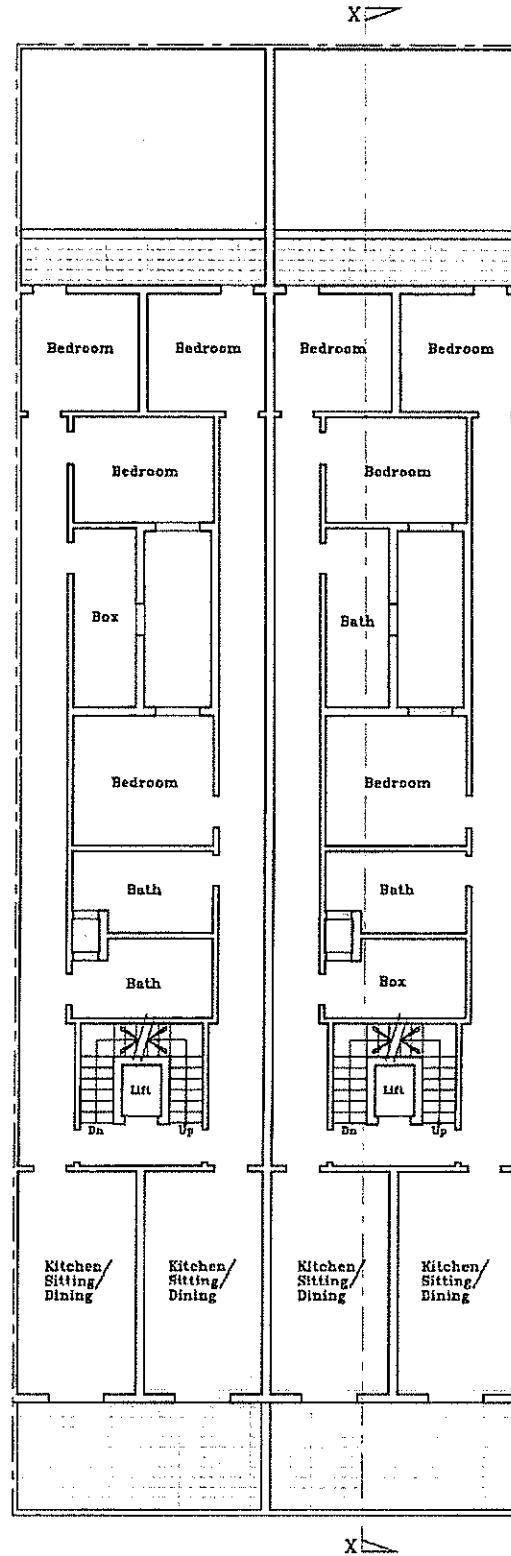
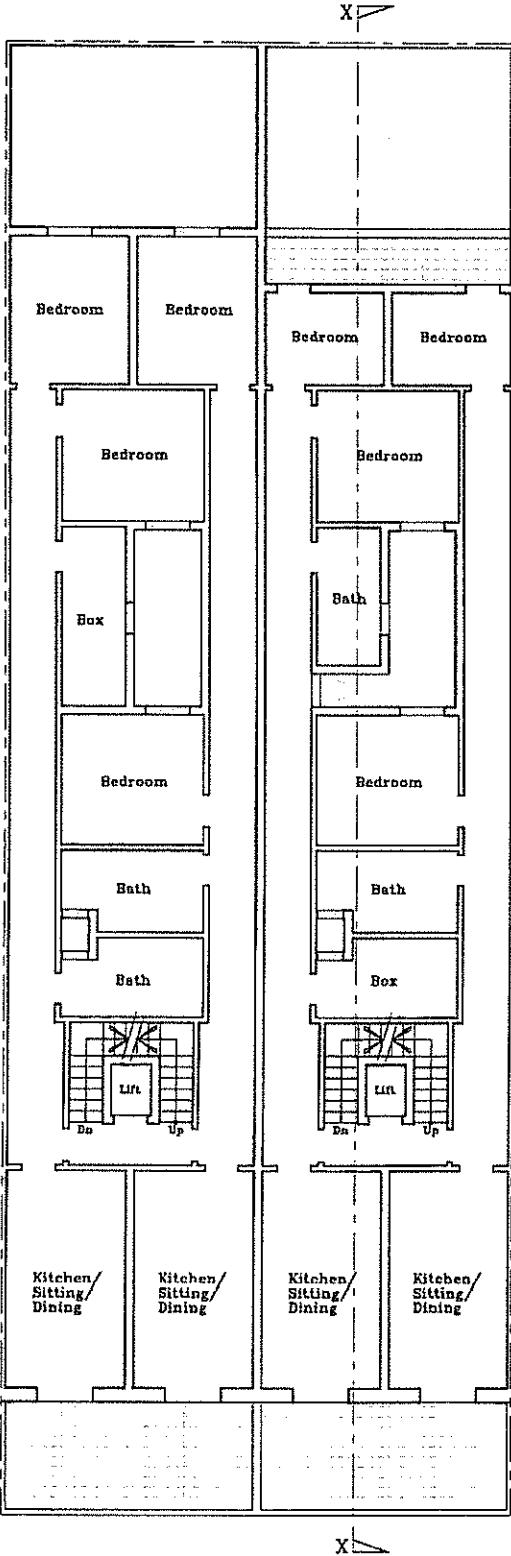
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Scale 1:100

Cassar, Grech, Ebejer & Partners  
Architects & Civil Engineers  
C.E. House End Floor, Dun Karm Street,  
B'Kara Bypass, B'Kara.  
Tel: 499443, 485388 Fax: 499001

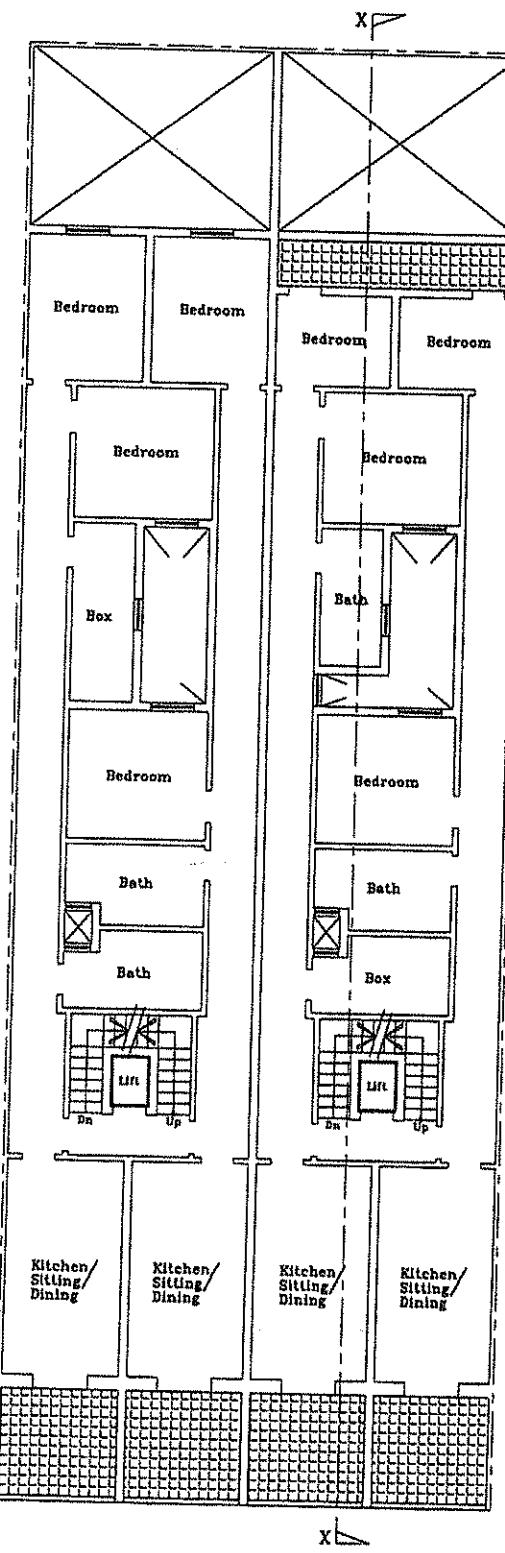
*Ebejer*  
Client  
Mr. L.Azzopardi

Project Title  
Additions & Alterations To  
Flats @ St.Paul's Bay

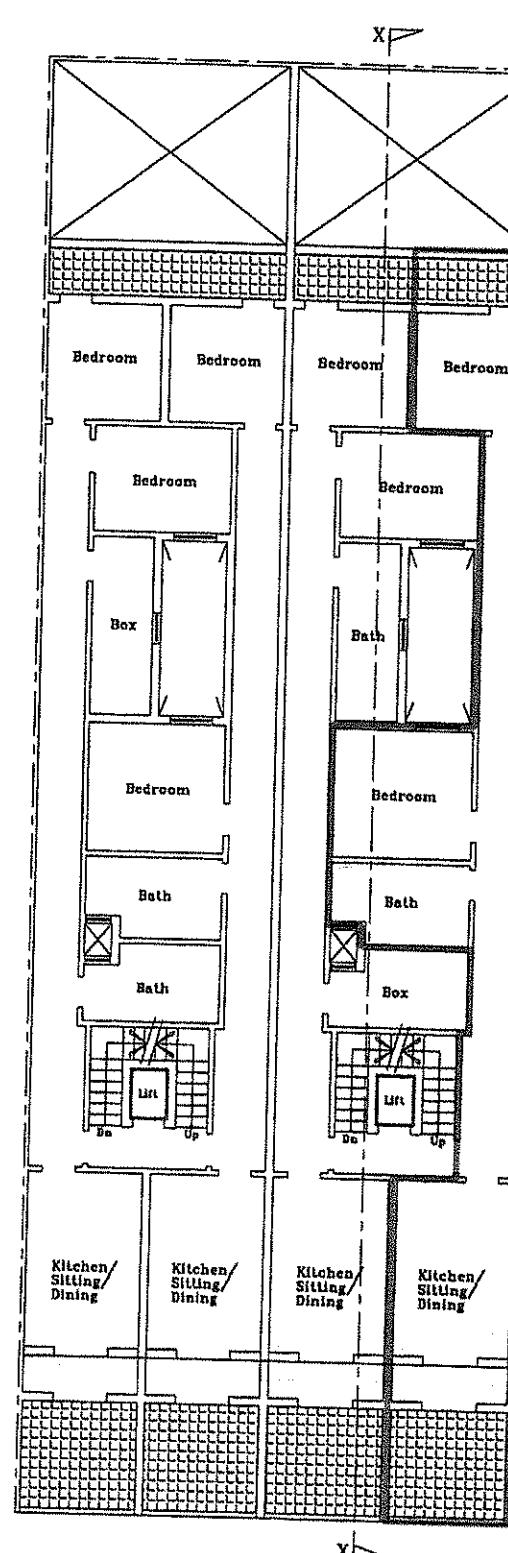
Drawing Title  
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Architect	B.Ebejer	Project No.	152/97

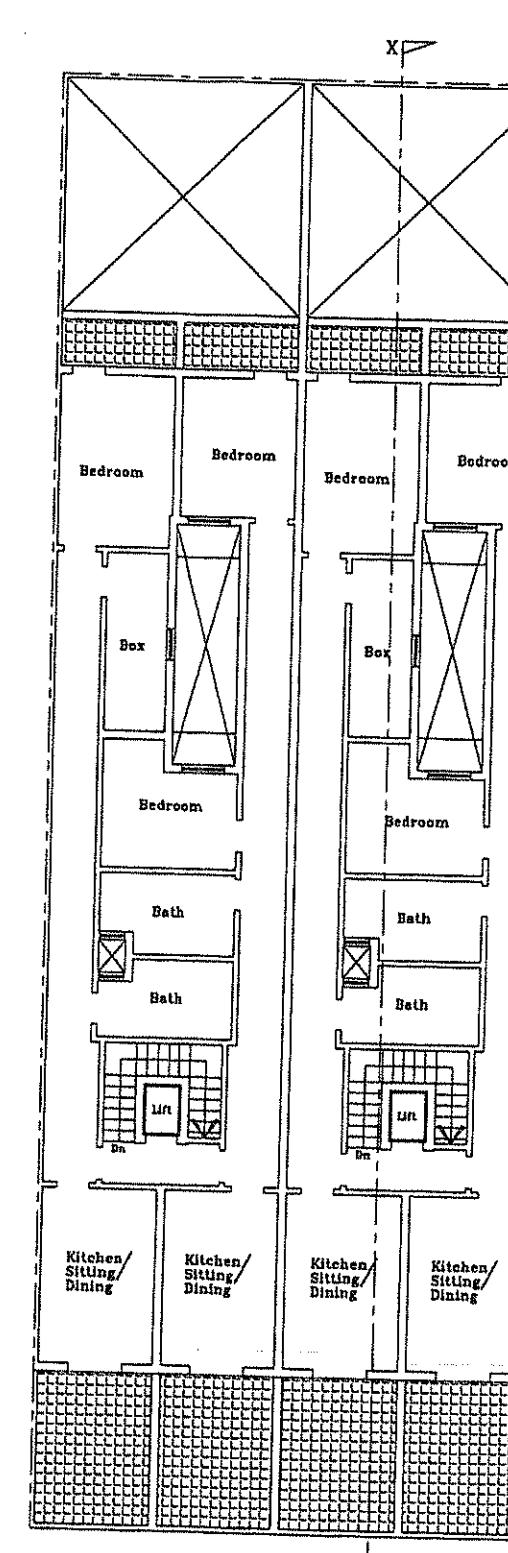
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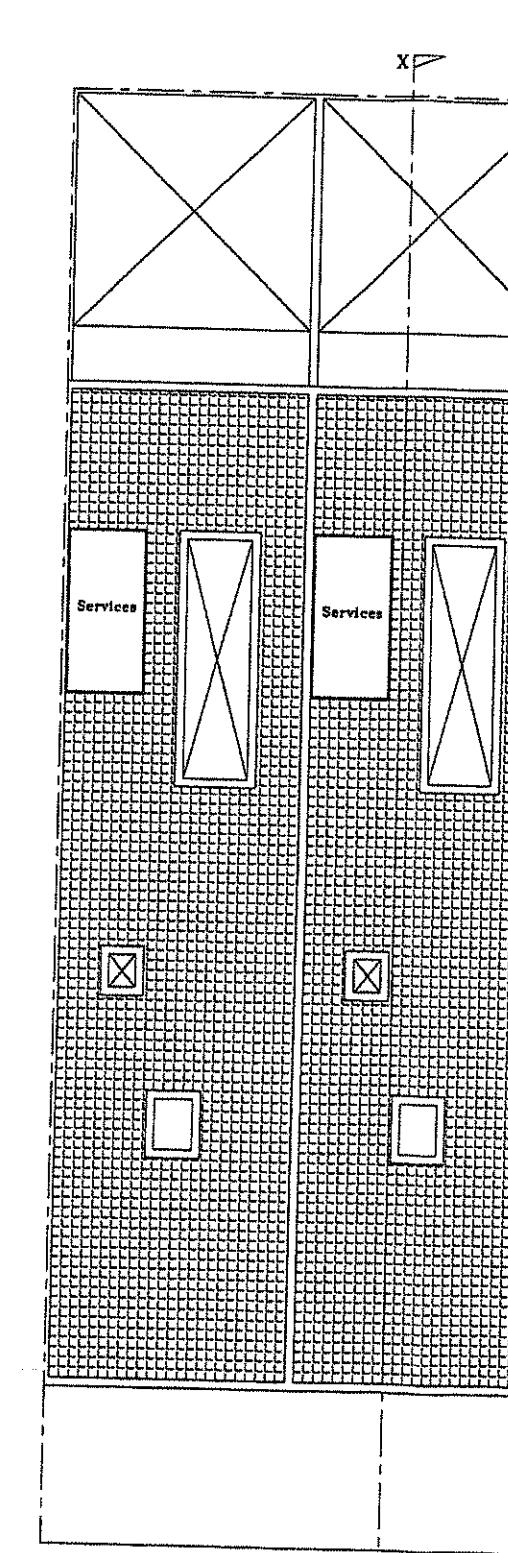
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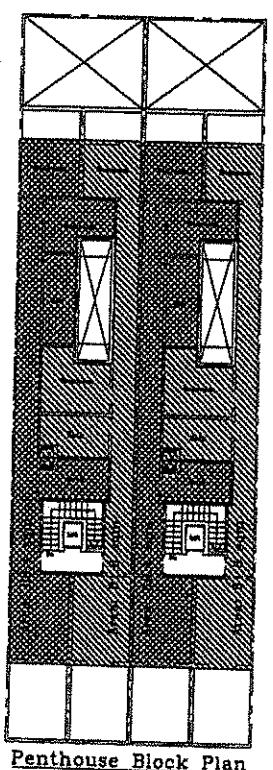
4th Floor  
Scale 1:100



Proposed Penthouse  
Scale 1:100



Roof  
Scale 1:100



Penthouse Block Plan

0 1 2 3 4 5 6 7 8 9 10m  
Scale 1:100

Cassar, Grech, Ebejer & Partners  
Architects & Civil Engineers  
C.E. House 2nd Floor, Dun Karm Street  
B'Kara Bypass, B'Kara,  
Tel: 499443, 485388 Fax: 499061

Client  
Mr. L.Azzopardi

Project Title  
Additions & Alterations To  
Flats @ St.Paul's Bay

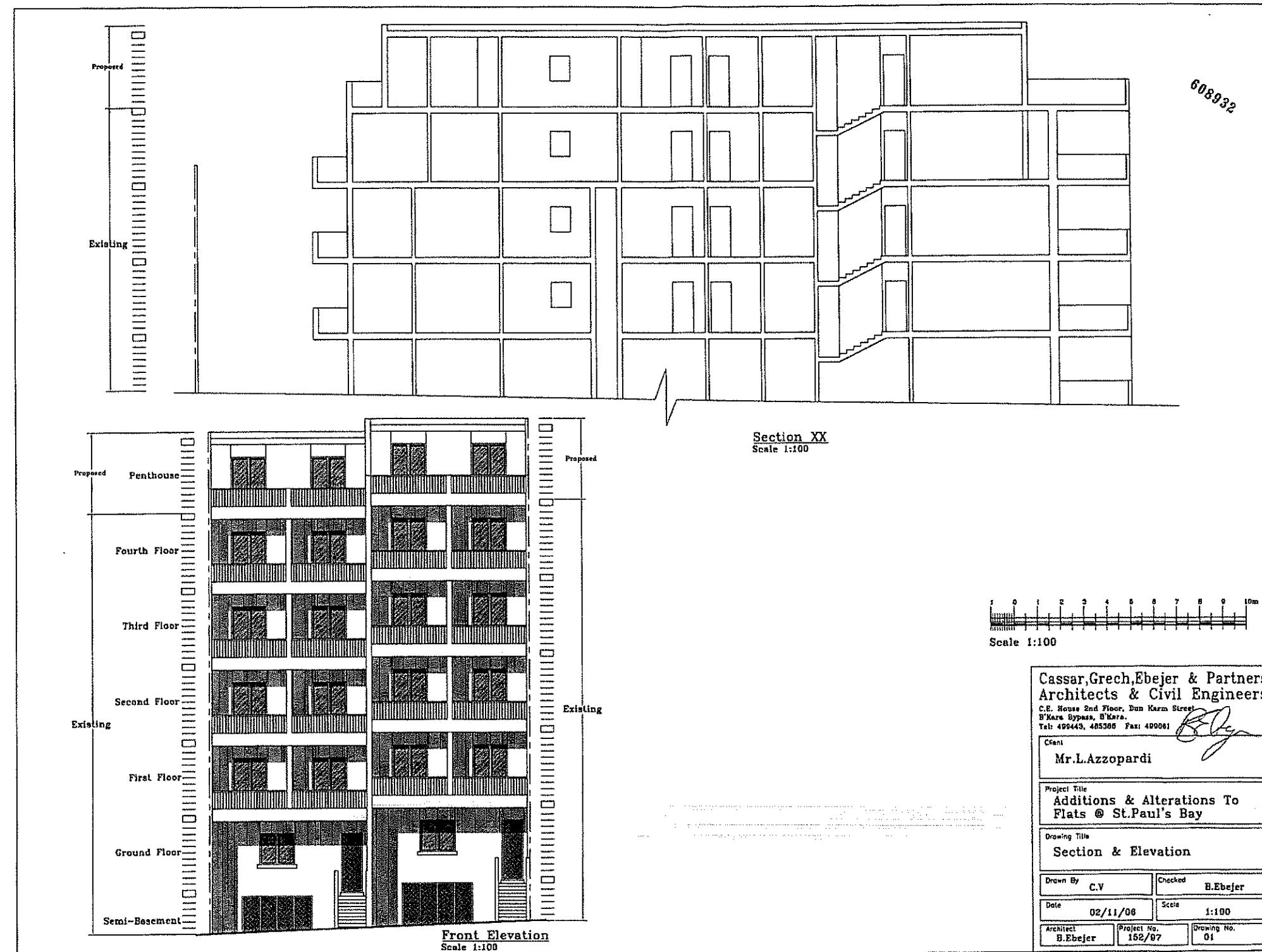
Drawing Title  
Plans

Brown By	C.V	Checked	B.Ebejer
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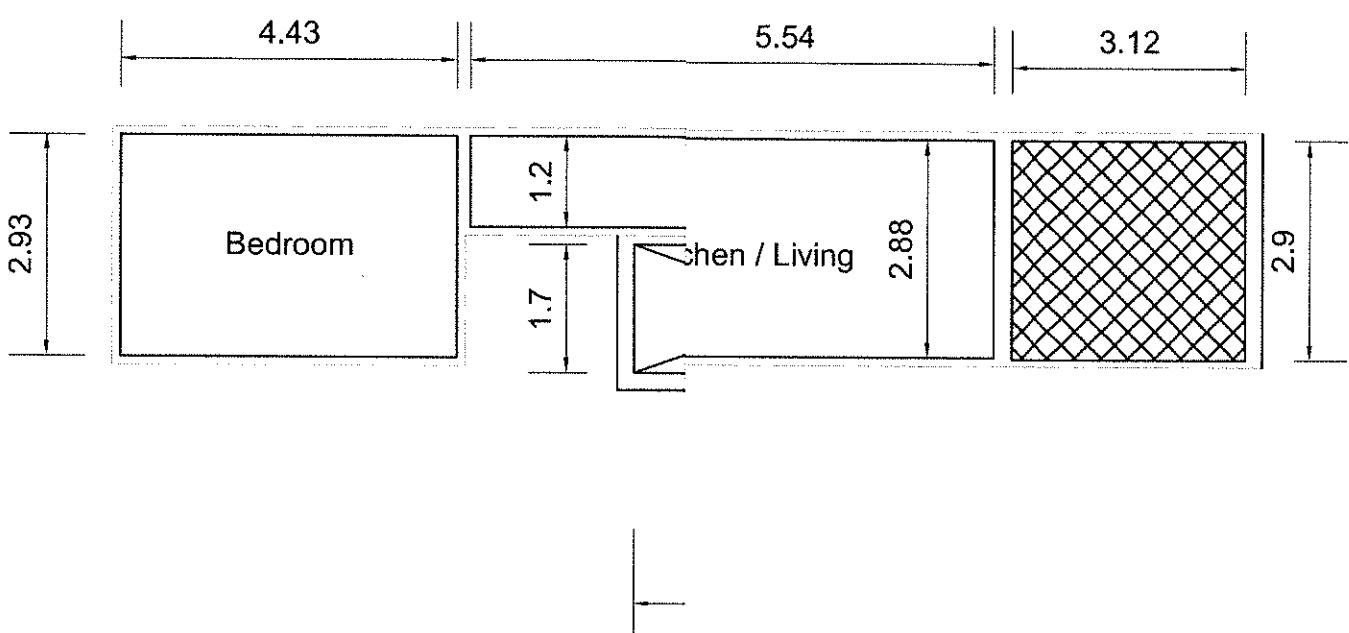
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Architect	B.Ebejer	Project No.	152/97
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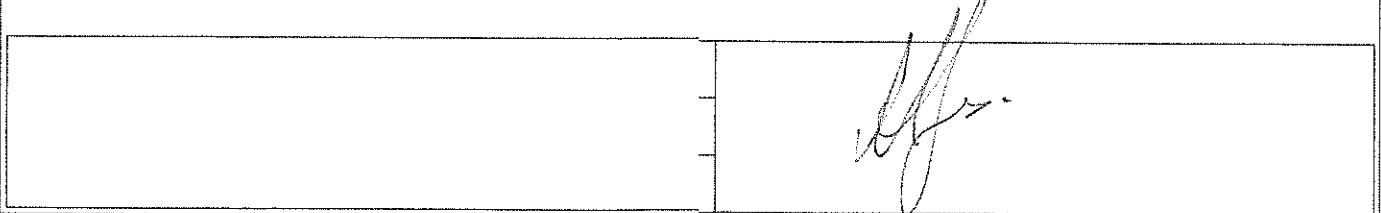
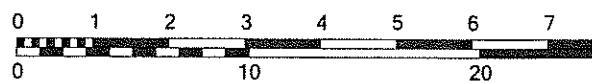
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## **DOKUMENT E**



Sketch Of Existing Apartment at  
Fifth Floor Level

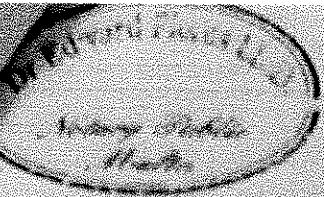


## **DOKUMENT F**

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.....



Dok "E"

On the sixteenth day of May of the year  
two thousand and ninety three (1993),

Before me Doctor of Laws Edward Flores, a Notary Public of Malta, duly appointed, duly identified by me by means of the aforementioned official documents,

**Of the First Part.**

Mark Camilleri, Bank Official, son of Carmelo and of Ludgarda nee' Falzon, born in Pietà and residing in Zebbug holder of identity card number 277045(M) who is authorised to appear hereon hereinafter so nomine referred to as "the bank".

**Of the Second Part.**

Owen Sciberras, officer with Airmalta, unmarried son of Carmel and Vivienne nee' Farrugia, born in Saint Julians and residing in "Sur Le Pont", Triq Ta' Giorni, Saint Julians, holder of identity card number 161275(M) hereinafter referred to as "the customer" or "the purchaser" as the case may be.

**Of the Third Part.**

Emanuele Azzopardi, in business, son of the late Carmelo and of Paola nee' Busuttil, born in Zebbug, Malta and residing in 4, Triq Frangisku Caruana Dingli, Zebbug, Malta holder of identity card number 590547(M) who appears hereon in his own name and in representation of his wife Rita Azzopardi daughter of Giuseppe Scicluna and Giovanna nee' Maffia, born in Qormi and residing in Zebbug Malta holder of identity card number 278450(M) as duly authorised in virtue of a power of attorney annexed to a deed in the records of Notary Doctor Pierre Falzon of the eleventh day of December of the year nineteen hundred and ninety-three (11-12-1993) hereinafter referred to as "the vendors".

Whereas the customer has requested the bank to grant him on loan the sum of twenty-nine thousand Maltese Liri (Lm29,000) to purchase the immovable described in the second part of this deed and to effect construction works on and alterations and improvements to the same immovable and as security the customer has offered the bank a general hypothec and a special hypothec on the said immovable over and above the special privilege competent to the bank on the same immovable in terms of law.

And whereas the bank has acceded to the request of the customer subject to the limitations and conditions set out hereunder.

1. The first step is to identify the specific type of error or problem you are experiencing.

2. Once you have identified the problem, it is important to determine its cause.

3. After identifying the cause, you can take steps to correct the problem.

4. Finally, it is important to evaluate the effectiveness of the corrective action taken.

5. If the problem persists, it may be necessary to seek further assistance or guidance.

6. It is also important to keep track of the progress made in addressing the problem.

7. By following these steps, you can effectively address the problem and achieve the desired outcome.

8. It is also important to remember that addressing problems is a continuous process.

9. By staying proactive and addressing problems as they arise, you can ensure success in your endeavors.

10. Finally, it is important to maintain a positive attitude and stay focused on the goal.

11. By following these steps, you can effectively address the problem and achieve the desired outcome.

12. It is also important to remember that addressing problems is a continuous process.

13. By staying proactive and addressing problems as they arise, you can ensure success in your endeavors.

14. Finally, it is important to maintain a positive attitude and stay focused on the goal.

15. By following these steps, you can effectively address the problem and achieve the desired outcome.

16. It is also important to remember that addressing problems is a continuous process.

17. By staying proactive and addressing problems as they arise, you can ensure success in your endeavors.

18. Finally, it is important to maintain a positive attitude and stay focused on the goal.

19. By following these steps, you can effectively address the problem and achieve the desired outcome.

20. It is also important to remember that addressing problems is a continuous process.

21. By staying proactive and addressing problems as they arise, you can ensure success in your endeavors.

22. Finally, it is important to maintain a positive attitude and stay focused on the goal.

23. By following these steps, you can effectively address the problem and achieve the desired outcome.

24. It is also important to remember that addressing problems is a continuous process.

25. By staying proactive and addressing problems as they arise, you can ensure success in your endeavors.

26. Finally, it is important to maintain a positive attitude and stay focused on the goal.

27. By following these steps, you can effectively address the problem and achieve the desired outcome.

28. It is also important to remember that addressing problems is a continuous process.

29. By staying proactive and addressing problems as they arise, you can ensure success in your endeavors.

30. Finally, it is important to maintain a positive attitude and stay focused on the goal.

a) not to give without the bank's prior written consent any further hypothecary charges over the said immovable even if these rank after the hypothecary charges to be registered in favour of the bank in virtue of this deed; and

b) not to let, part with or allow third parties to use the said immovable under any title whatsoever, without the bank's prior written consent.

(6) The bank reserves the right to introduce such fees as it may consider appropriate for the provision of its services and to increase the fees and/or charges which are currently applicable by the giving of fifteen (15) days notice of the introduction or increase in such fees. Any such notice will be posted on the Branch Notice Board.

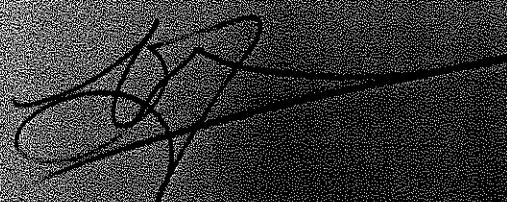
(7) The undersigned notary declares after having duly verified at the Land Registry that the immovable charge are not registerable in terms of law.

The customer authorises the bank to apply to the Land Registrar for the registration of the immovable transferred in the second part of this deed and for the registration of the charge constituted in virtue of this part of the deed should the immovable become registerable in the Land Registry.

In virtue of this second part of the deed the vendors together and in solidum between them hereby sell, transfer and convey to the purchaser who accepts, purchases and acquires the penthouse in a semi-finished state internally numbered nine (9), forming part of an unnumbered block of eight apartments and two penthouses named "Arizona Court", previously named "Kevin Flats", situated in Triq San Aristarcus, Saint Paul's Bay, which penthouse is situated on fourth floor level (il-hames salar) on the right hand side as one faces the block from the street, and shares in common with the other flats in the same block the use of all the common parts with the exclusion of the roof and overlying airspace which common parts include the entrance, entrance hall, stairs, stairwell, lift, drains and drainage system and is subject to the annual perpetual revisable groundrent of four Maltese Liri (Lm4) and is otherwise free and unencumbered and with all its rights and appurtenances, and with free and vacant possession.

The apartment described on this deed is as marked on the plan which is being attached hereto marked document letter "B" whilst the whole block is bounded on the South by the said street, North with property of Joseph Ellul and East with property of the Dominican Friars or their successors in title.

The vendors reserve the airspace overlying the block and reserve the right to build ulterior stories over the said block. In this event the vendors bind themselves to build ulterior stories with the same area and finishings, tale quale, as the penthouse the subject of this writing, and are giving the purchaser the right of first refusal to



The vendor warrants that the property has been built in accordance with the Building Regulations and the Building Control Act 1984. All fees and charges required for the maintenance of the property have been paid up to date.

The vendor further warrants that the following issues will be resolved:

- In consideration for the purchase price of the property the vendor shall pay the stamp duty payable thereon, the value of which vendor declare to have already received from purchaser. The vendor further warrants that the stamp duty will be paid by the vendor within four months of the date of transfer. The vendor also warrants that the vendor will pay the vendor's legal and agent's costs of the purchase price of the property plus the sum of one thousand and five hundred and fifty Maltese Liri in respect of stamp duty and vendor's costs to the bank due reversion;

- Vendors together and in common between them warrant that vendor by creating a general hypothec over all their property present and future in favour of purchaser who accepts;

- Contract fees and expenses and stamp duty shall be payable by the purchaser;

- No commission and/or brokerage fees are due on this transfer;

- Vendors warrant that the property being sold is not the subject of any pending litigation in Malta or abroad and is free from any rights and/or pretences in favour of third parties not mentioned in this agreement;

- All pending electricity and water bills until today remain payable by vendors;

- Purchaser shall have the right to fix and maintain a water tank of not more than seven hundred and fifty Litres (750L) as well as a common and/or personal television aerial/satellite dish on the roof and to have access thereto for the purposes of repairs, maintenance and renewal;

- Purchaser shall not pay for nor be paid for party-walls;

- Vendors guarantee that the property in question has been built in accordance with the best standard of workmanship and in accordance with all the requisite valid, paid permits issued by the competent authorities;

- The facade and common parts should be kept uniform by all the members of the said block;

- the common parts are to be kept clean and cannot be obstructed;



This instrument is made by the parties named below in the presence of the Notary Public whose signature appears on the first page.

The parties declare by their signatures that they have read the instrument.

Notary Public: Notary Doctor Pierre Falzon, number one stroke five (1/5) at the office of the Housing Finance Division of the Bank.

Purchaser: Anthony and Thuyza Lai, number one stroke five (1/5).

Vendor: Ngan Yee, number one stroke five (1/5).

For the purposes of the Duty on Chancery and transfer tax of the year one thousand nine hundred and ninety three (1993).

A. It is hereby declared that the property transferred on this deed was built out of a block of apartments acquired by vendors by current title by means of a deed of the records of Notary Doctor Pierre Falzon of the twenty-seventh day of December of the year two thousand (27.12.2000) from Anthony and Thuyza Lai, number one stroke five (1/5).

B. purchaser declares after I the undersigned notary have explained to him the particular importance of this his declaration that the property herein transferred is intended to be his sole place of residence therefore the Stamp duty payable on this deed by the purchaser amounts to eight hundred and twenty-two Maltese Liri and fifty cents (Lm822.50).

In virtue of the law relating to tax on capital gains the provisional capital gains tax due on this deed amounts to one thousand six hundred and forty-five Maltese Liri (Lm1,645).

In the third part of this deed

In virtue of this deed the Bank hereby waives the hypothecary rights it enjoys in virtue of note of hypothec registered in the Public Registry Valletta bearing number fourteen thousand three hundred and sixty of the year two thousand and one (14369/2001) registered against vendors insofar as it effects the property sold and transferred on this deed and retains firm stable and unimpaired all its other rights emanating from the said note.

Done read and published after due explanation in terms of law in Malta, at Valletta Palace Square, number one stroke five (1/5) at the offices of the Housing Finance Division of the Bank.

It is therefore in virtue of this first part of this deed, the bank hereby grants on loan to the customer who accepts the sum of twenty-nine thousand Maltese Liri (Lm29,000) hereafter called "the loan" out of which sum the customer hereby delegates the bank which accepts to pay the sum of twenty thousand four hundred and fifty Maltese Liri (Lm20,450) to the vendors in the second part of this deed as purchased herein; whereas from the balance of the loan the sum of seven thousand Maltese Liri (Lm7,000) is to be used for effecting construction works on and alterations and improvements to the same immovable as the customer hereby delegates the bank which accepts to pay the said balance in its sole discretion directly to the architect, contractors, masons and other workmen in terms of section two thousand and ten (2010) of the Civil Code of Malta whilst the sum of one thousand five hundred and fifty Maltese Liri (Lm1,550) are for the personal commitments of purchaser.

In warranty of the proper observance of the conditions of this deed and in particular of the repayment of the loan and the payment of interest accruing thereon, the customer constitutes in favour of the bank, which accepts, a general hypothec on all his property present and future as well as a special hypothec on the immovable purchased in virtue of the second part of this same deed over and above the special privilege competent to the bank in terms of law on the same property. This security is over and above such other security as may be mutually agreed upon from time to time.

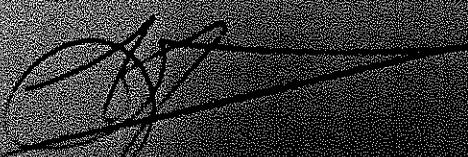
It is agreed that the loan shall bear interest at the rate stipulated in the sanction letter. The said interest is to be reckoned on the outstanding balance of loan from time to time in accordance with recognized banking practice.

Unless otherwise agreed the loan shall be repaid over a period of thirty-eight years or any extension thereof.

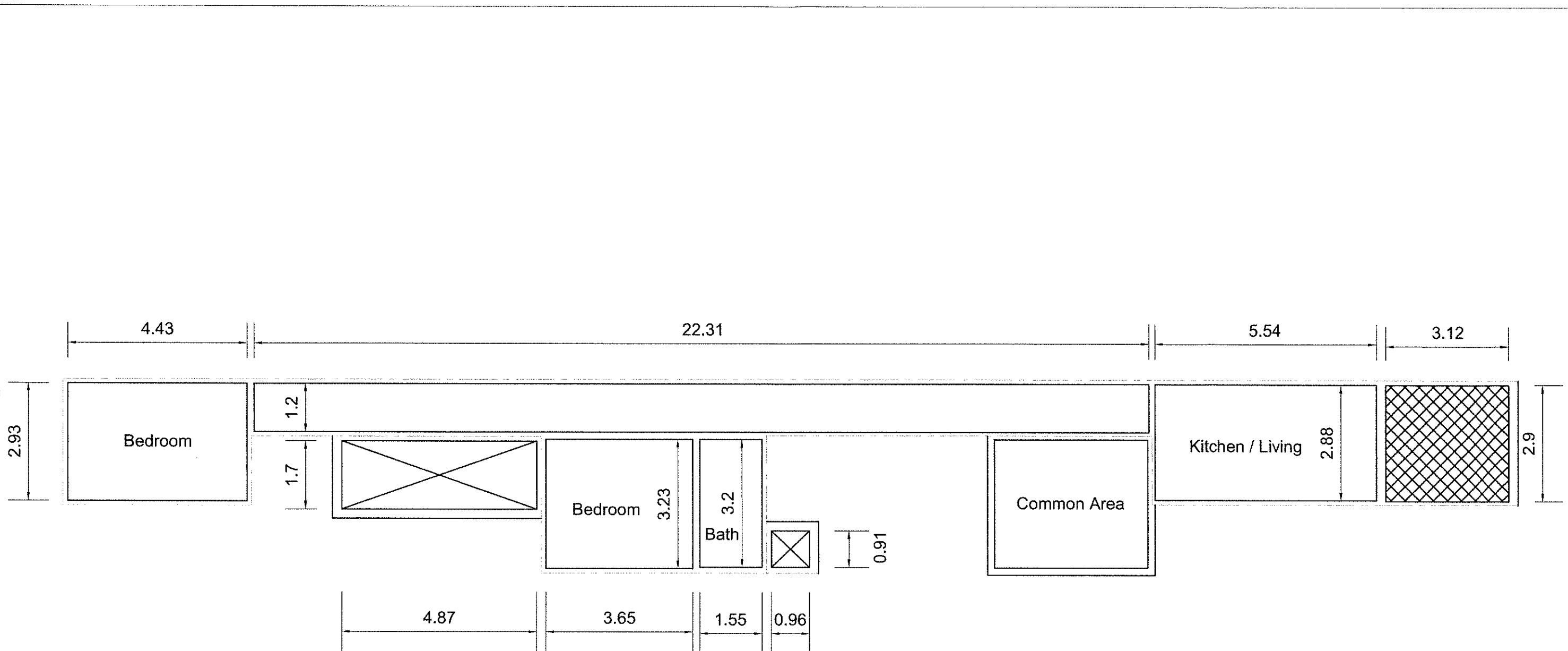
The bank and the customer agree that if any one of the conditions listed in the schedule annexed hereto and marked letter "A", which forms an integral part of this deed, occurs, then, or at any time thereafter, the Bank may by notice to the customer declare the loan to be immediately due and payable, whereupon it shall become so due and payable together with accrued interest thereon and any other amounts then payable under this deed.

The terms and conditions regulating the loan (including the term, the interest rate, fees and charges) may be laid down or amended by the Bank from time to time:

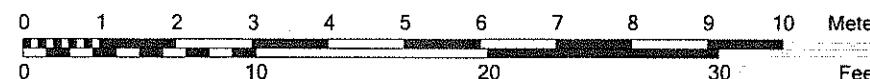
- a. in the event of changes in market conditions or in banking practice;



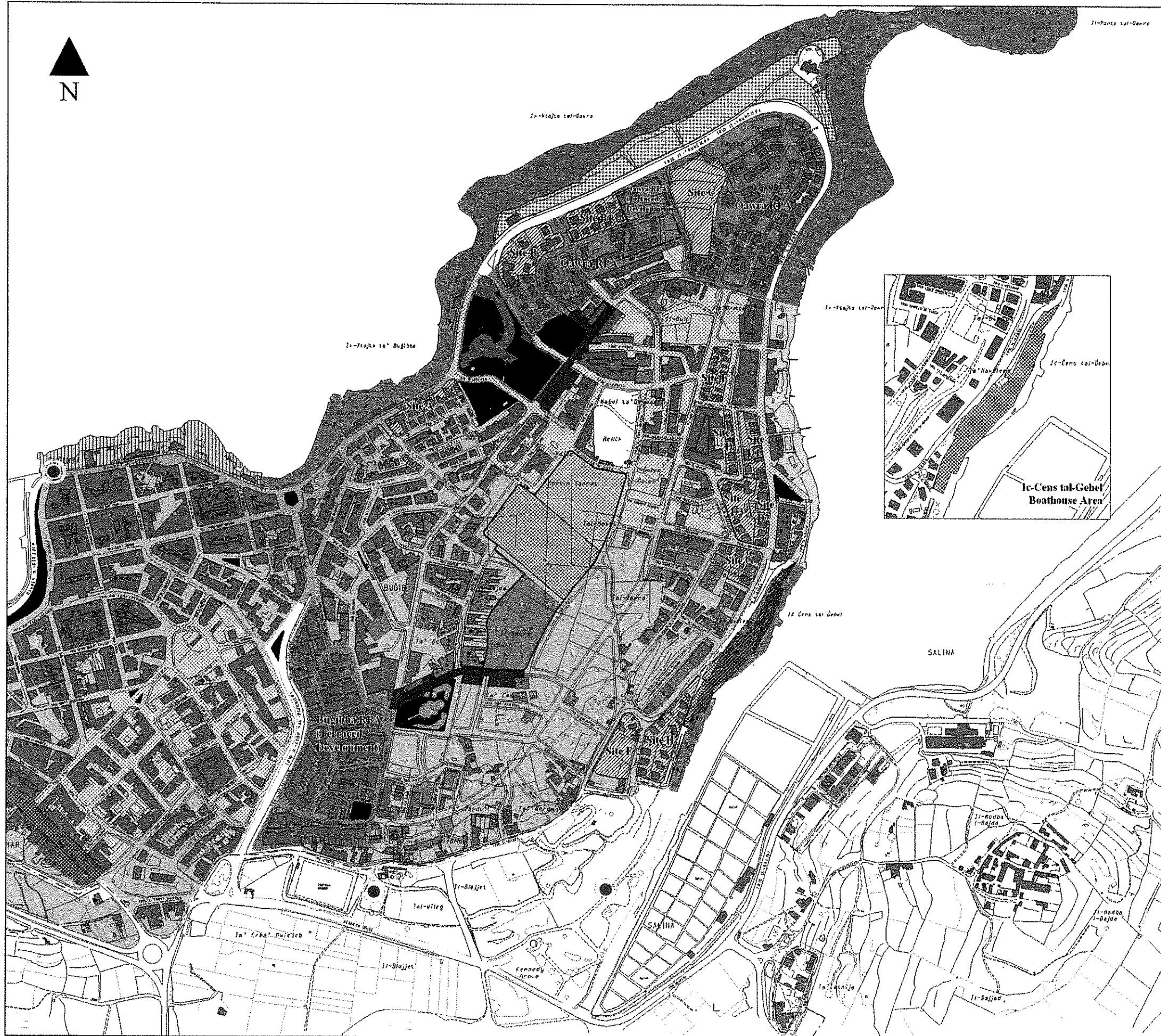
## **DOKUMENT G**



Sketch Of Existing Apartment at  
Fifth Floor Level



Commission: Rikors Numru: 28/21 <b>BANK OF VALLETTA P.L.C.</b> vs <b>OWEN SCIBERRAS</b>	Drawing Title: Sketch of property	Date: February 2022	Scale: 1:100	
	Drawn: A.A.	Checked: A.A.		
	Job No: LC 001-21	Drawing No: 01/01		



## NORTH WEST LOCAL PLAN



L-Awtorita' ta' Malta Dwar l-Ambjent u l-Ippjanar

Malta Environment & Planning Authority

### Key

	NWUS 1 Land to Development Boundary
	NWCM 1 Secondary Town Centre for St. Paul's Bay
	NWCM 2 Local Centre for Qawra
	NWCM 3 The Entertainment Priority Area of Bugibba
	NWTO 5 Tourism Zone
	NWUS 3 St. Paul's Bay Village / Bugibba / Qawra Residential Area
	NWUS 4 Bugibba & Qawra Residential Priority Areas
	NWUS 6 Urban Open Space
	NWCO 11 Open Space Gaps between Settlements
	NWSP 3 Site for Public Bus Terminus
	NWSP 4 - Foreshore within Commercial Zone Foreshore within the Tourism Zone
	NWSP 5 Foreshore within the Entertainment Priority Area
	NWSP 6 Development on the San Antonio Hotel Site
	NWSP 7 Development of Dolmen Hotel Site
	NWSP 8 Comprehensive Development Scheme on Triq il-Poet Runan
	NWSP 8 Site for Primary School
	NWSP 8 Urban Park
	NWSP 8 Regional Sports Complex
	NWSP 11 Re-Development Schemes for villa / Bungalow sites
	NWSP 13 Commercial Use of Promenade and Foreshore
	NWSP 14 Qawra Coast Development Brief
	NWSP 16 Site Safeguarded for Recreation
	NWSP 17 Utilities provision in St. Paul's Bay
	NWSP 18 Sites previously zoned for villas in TPS (1988)
	Refer to NWUS 4

### North West Local Plan

### Bugibba & Qawra Policy Map

Scale : Date : Map:

1:7000 July 2006

INDICATIVE ONLY

Not to be used for measurement or direct interpretation  
Maps to be used in conjunction with Policy Document

Base Maps - 1994 Survey Sheets  
Copyright Mapping Unit, Malta Environment & Planning Authority

40

## **DOKUMENT H**

principles. The introduction of the new settlement boundary limits the extent of urban sprawl. Since Mtarfa is located on a plateau and visible from all sides, physical development can have a major visual impact. The designation of the settlement boundary introduces protection of open spaces primarily for their intrinsic value.

## NWUS 2

### Development in the Absence of Specific Policies

**MEPA will determine the acceptability of development applications on land, which is not covered by policies in the Local Plan in accordance with:**

- i. The zoning conditions and building alignments as indicated in the Temporary Provisions Schemes (1988) or such revised schemes as provided in this Plan;
- ii. Development Control Policy and Design Guidance 2005;
- iii. Other relevant approved policies and design guidance;
- iv. Structure Plan policies and
- v. Any other relevant material planning consideration relating to the site and to its context.

5.2.5 It is impractical to attempt to indicate an appropriate range of land use for every potential development or redevelopment site in the Local Plan area. To give guidance therefore, unless otherwise specified, it can be assumed that proposals which are compatible

- with the Temporary Provisions Schemes (1988);
- with the Policy and Design Guidance 2000 (and any future revisions);
- all the relevant policy and design guidance;
- and the Structure Plan

will be acceptable. MEPA may also have regard to pre 1988 schemes where these give guidance (particularly on building alignments) and to other material considerations relevant to the site and to the type and form of development proposed.

5.2.6 In terms of Structure Plan Policy SET 8, minor revisions to road alignments and zoning provisions within the settlement boundaries, including amendments to road alignments within Urban Conservation Areas, have been made which do not merit a specific policy for each amendment but are being documented as part of this Local Plan. Such minor amendments to the provisions of these Temporary Provisions Schemes are indicated on Maps B1.1 to B4.5 in Appendix B attached with the Maps' Volume and are to be adopted on approval of this Plan. The aim of these revisions was to improve traffic circulation within settlements and address conflicts between the TPS and the Structure Plan regarding building alignments and road widening within Urban Conservation Areas.

## NWUS 3

### Residential Areas

**The Local Plan designates Residential Areas (RAs) within the following urban settlements delineated by the limits to development (Settlement) boundary:**

**Mellieha, Tas-Sellum, St. Paul's Bay / Bugibba / Qawra, Xemxija, Burmarrad, Salina, Mgarr, Zebbiegh, Rabat, Bahrija, Mtarfa and Dingli.**

**The RAs are indicated on the relevant Area Policy Maps.**

**The following is a list of acceptable land-uses (new uses, extensions to existing uses, and change of uses) within all frontages located within the RAs. The list identifies also those**

uses that are acceptable in specific RAs only, and thus are excluded from the remaining RAs.

- i. A mix of Class 1 (Use Classes Order, 1994) dwelling units as detailed in Part 3 of the Development Control Policy and Design Guidance 2005 and in accordance with the specific building design conditions indicated in the same guidance, unless otherwise stated by a policy in this Local Plan. In Mgarr, Zebbiegh and Bahrija no residential unit will be permitted having less than a net floor area of 120 sqm. However, in cases where the proposal will result in the creation of not more than two units on the same footprint, smaller dwelling units may be permitted provided that the difference between the built footprint and the 120 sqm is left as an open space in addition to the statutory side curtilage, backyard/ front garden as the case may be. This additional open space shall be secured by a planning obligation;
- ii. Class 2 (Use Classes Order, 1994) residential institutions, provided that:
  - a. they are small scale and do not create adverse impacts on the residential amenity of the area;
  - b. Class 2 (a) institutions are located in close proximity to a town or neighbourhood centre;
  - c. Class 2 (b) nursing homes are acceptable in Mellieha, St. Paul's Bay and Rabat only, are easily accessible from the arterial and distributor road network.
- iii. Class 3 (Use Classes Order, 1994) hostels and new hotel beds as extensions to existing operating hotels, provided that these uses are in accordance with all other relevant Local Plan policies;
- iv. Class 4 (Use Classes Order, 1994) small shops, provided that:
  - a. the small shops (of any nature) are not to exceed a total floor area of 50 sqm each, and convenience shops are not to exceed a total floor area of 75 sqm each;
  - b. they comply with all the provisions of paras. 1.4.16 to 1.4.18 of the Interim Retail Planning Guidelines of 2003;
  - c. they comply with any relevant section of the Policy and Design Guidance 2005 (design, access, amenity, etc).
- v. Class 5 (Use Classes Order, 1994) offices provided that:
  - a. the floorspace does not exceed 75 sqm;
  - b. they comply with any relevant section of the Policy and Design Guidance 2000 (and any future revisions) (design, access, amenity, etc).
- vi. Supermarkets provided they comply with all the provisions of policy NWCM 7;
- vii. Classes 7 and 9 (d) only (Use Classes Order, 1994) social and recreational facilities, including interpretation centres, provided the facility:
  - a. is located within Mellieha, St. Paul's Bay/Bugibba/Qawra, and Rabat only;
  - b. is of a small scale and does not create adverse impacts on the residential amenity of the area;
  - c. is located on land already occupied by buildings and will replace these buildings provided they are not worthy of retention due to their historic/architectural merit and/or their contribution to the character of the area, unless land is specifically allocated for the facility by this Local Plan; and
  - d. the immediate surroundings of the site are already of a mixed use character;

Class 7(e) Use Classes Order, 1994, ecclesiastical development can be located within all the designated RAs provided criteria b, c, and d are complied with.

viii. Class 8 (Use Classes Order, 1994) educational facilities, provided that access and the character of the area are taken into account and are deemed adequate by MEPA to allow the safe and neighbour compatible use of such facilities ;

ix. Class 11 (Use Classes Order, 1994) businesses and light industry provided that:

- The gross floor area of the premises does not exceed 50 sqm (including storage of materials and/or finished products);
- The activity conducted within the premises does not use heavy duty and/or noisy electrical/mechanical (including pneumatic) equipment, and equipment which requires a 3 phase electricity supply;
- The activity conducted within the premises does not entail extensive and/or prolonged use of percussion hand tools (eg. hammers, mallets etc);
- The activity employs less than 5 people; and
- The activity conducted within the premises does not inherently entail the generation of combustion, chemical or particulate by products.

Examples of acceptable uses considered by MEPA include tailor, cobbler, lace making and computer and electronic repair. Moreover, examples of unacceptable uses include carpentry, panel beating, mechanic, mechanical plant servicing, spray painting and bakery.

Proposals to convert from existing Class 12 (Use Classes Order, 1994) general industry to Class 11 (Use Classes Order, 1994) business and light industry within designated Residential Areas shall only be considered acceptable by MEPA if all the conditions listed above are adhered to, and provided that it can be proven that the Class 12 Use (general industry) operation is a permitted one and the Class 11 Use (business and light industry) operation is actually more neighbourhood compatible than the Class 12 Use operation it intends to replace.

x. Taxi Business or for the hire of motor vehicles as per para. 6.15 of DC2005.

Land-uses falling outside those mentioned above will not normally be considered favourably within the boundary of the RAs, unless there are overriding reasons to locate such uses within the RAs.

5.2.7 Residential areas make up the major parts of urban areas (E.g. 71% of Rabat urban area) and are dominated by residential uses, especially on levels above ground floor. The range of activities, especially at ground floor, tends to be a mix of uses and includes shops and offices, mostly of a local scale and serving local need, spread throughout the predominantly residential area. Garage businesses, schools, bars, restaurants and coffee shops, and tourist accommodation can also be found in some residential areas but the range and scale of the mix of uses is greatly influenced by the locality itself.

5.2.8 Development applications within the Residential Areas need to be carefully assessed since the areas have different characters, although still dominated by residential uses. The large urban settlements (Mellieha, Rabat and St. Paul's Bay) have a wide mix of uses. Bugibba and Qawra tend to have more tourism and entertainment uses while Rabat is associated with visitor attractions due to the numerous historic sites. Mgarr, Zebbiegh, Burmarrad and Dingli are small urban areas acting as local service centres but still have certain attractions to visitors to the rural and coastal areas. Manikata and Bahrija are small villages in the countryside and thus the mix of uses is much more limited.

- 5.2.9 This policy seeks to guide the future growth of Residential Areas primarily by encouraging the location of more dwelling units within them. It is not the intention of MEPA to create “dormitory towns” through a rigid zoning policy but it is important that these areas remain primarily an attractive place to live in.
- 5.2.10 This policy identifies those non-residential uses that can be located within the Residential Areas because they support and enhance community identity (such as very small convenience shops, old people’s homes, kindergartens, recreational facilities or religious worship facilities) and/or do not create adverse environmental impacts (such as small offices, and small scale hospitals, hotels, or visitor attractions). It specifically excludes land-uses that are deemed to be incompatible with Residential Areas due to their scale and nature of activity (such as bars and restaurants, industry (except light industry) and warehousing). In this regard, acceptable light industrial uses in residential areas shall only include very low impact industrial activities such as electronic repair, servicing and maintenance as well as handcrafts that do not inherently require the use of electrical machinery, especially those related to textiles. Activities which require the extensive use of manual percussive tools (eg. hammers, mallets etc) are not deemed compatible with residential areas. Other uses which may not be neatly categorized into a use class due to their unique nature or because such a use does not feature in the Use Classes Order should be clearly justified and will be assessed within the broad objectives of the Local Plan for residential areas to protect residential amenity, enhance community identity and upgrade the quality of the urban environment (refer to paragraph 4.1.1 of the strategy).

## NWUS 4

## Residential Priority Areas

**The Local Plan designates Residential Priority Areas (RPAs) within the following urban settlements delineated by the limits to development boundary:**

**Mellieha, Manikata, Tal-Fjuri St. Paul’s Bay, Bugibba, Qawra, Xemxija, and Rabat**

**The RPAs are indicated on the relevant Area Policy Maps.**

**The acceptable land-uses (new uses, extensions to existing uses, and changes of uses) within all frontages located within the RPAs are:**

- i. Dwelling units in accordance with the zoning conditions for villa and bungalow areas as detailed in the Development Control Policy and Design Guidance 2005, unless otherwise stated by a policy in this Local Plan;
- ii. A mix of Class 1 (Use Classes Order, 1994) dwelling units for terraced house areas as detailed in Part 3 of the Development Control Policy and Design Guidance 2005, subject to the approval of the Housing Authority when these areas include Home Ownership Schemes, and provided the development does not detract from the residential character of the area due to increased densities, and additional traffic generation;

**In Manikata no residential unit will be permitted having less than a net floor area of 120 sqm. However, in cases where the proposal will result in the creation of not more than two units on the same footprint, smaller dwelling units may be permitted provided that the difference between the built footprint and the 120 sqm is left as an open space in**

## **DOKUMENT I**



## NORTH WEST LOCAL PLAN



L-Awtorita' ta' Malta Dwar l-Ambjent u l-Ippjanar

Malta Environment & Planning Authority

### Key

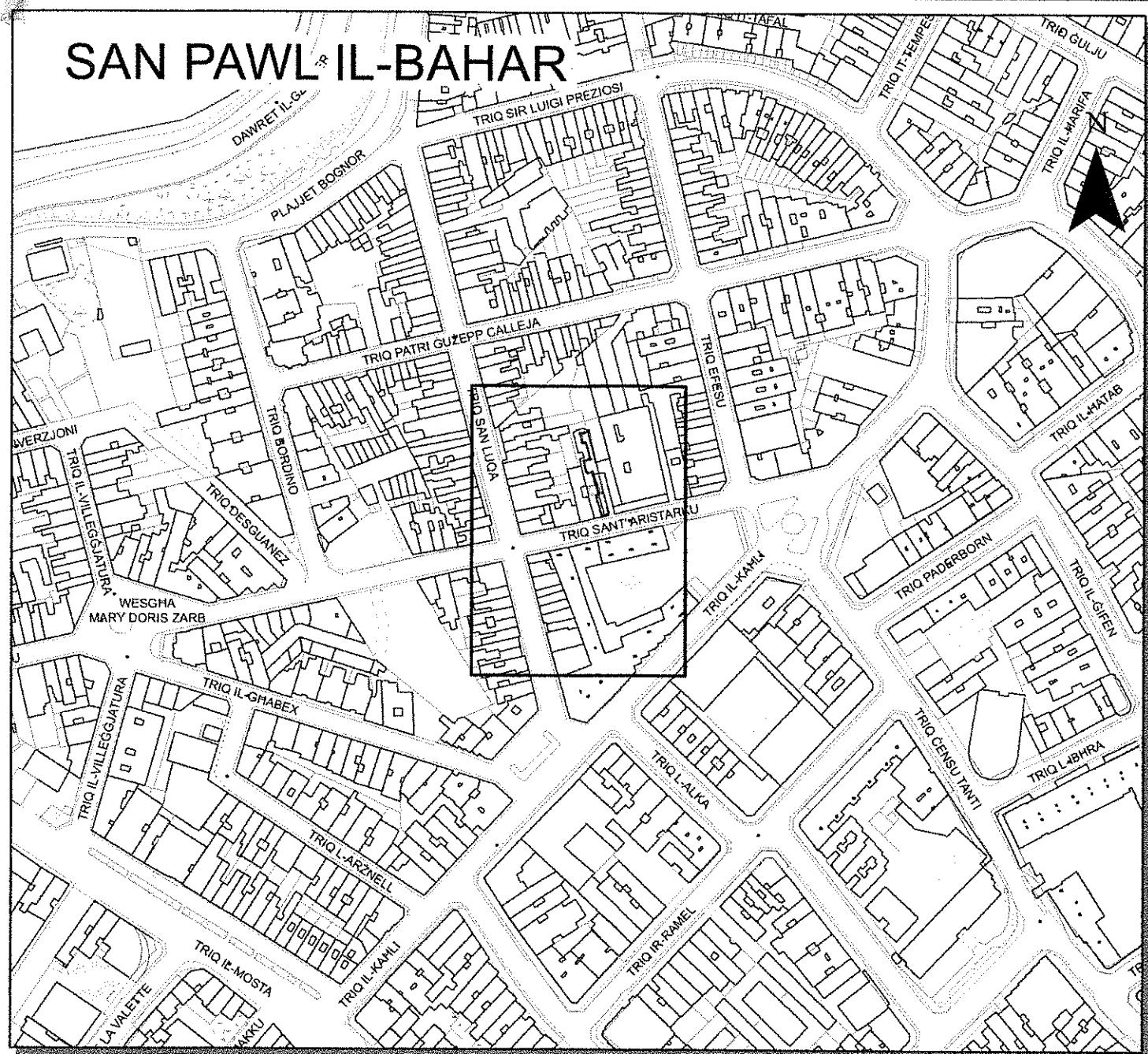
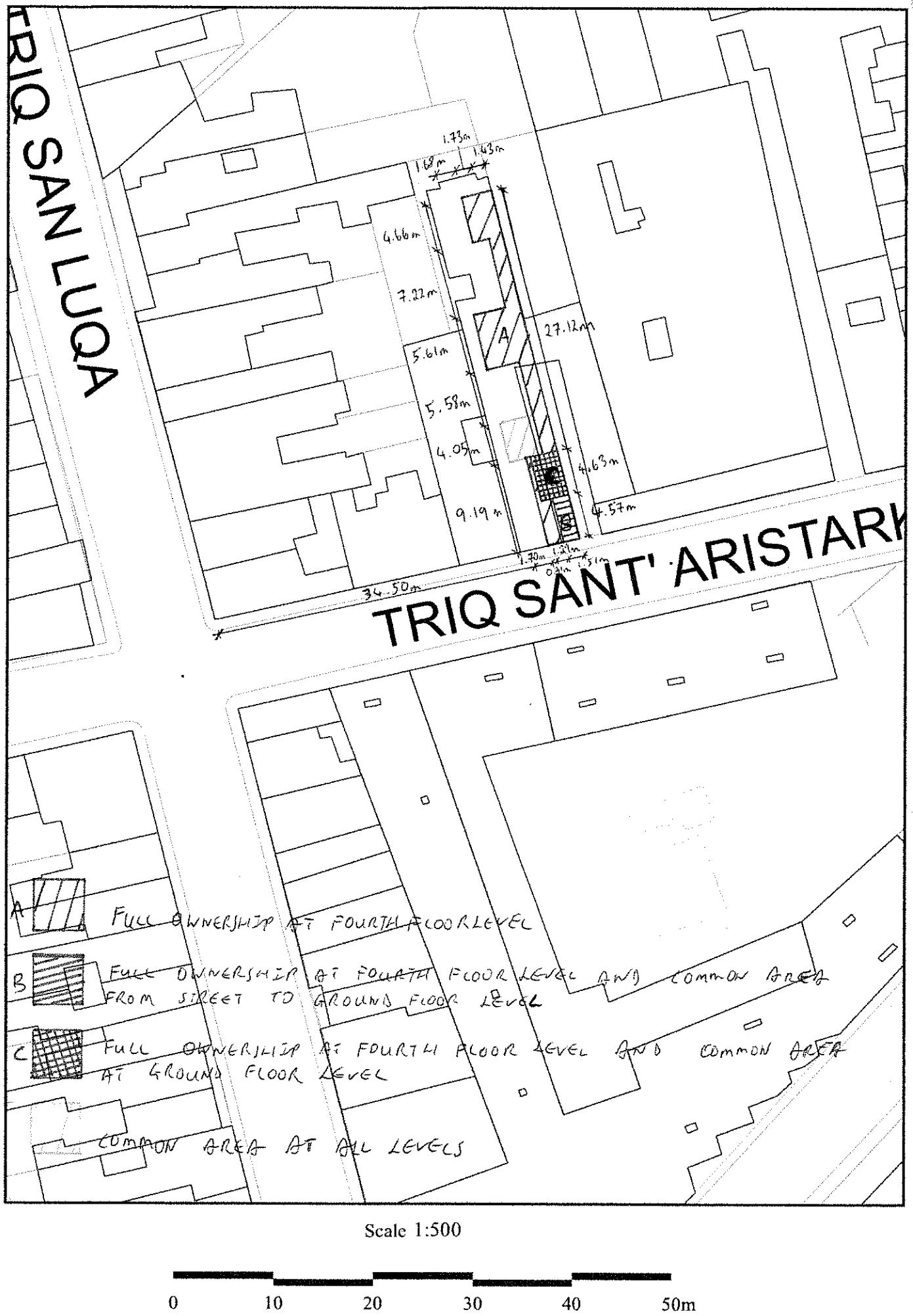
- NWUS 1  
Limit to Development Boundary
- 2 Floors
- 3 Floors  
plus 6 courses semi - basement
- 4 Floors
- 5 Floors
- To retain existing height
- Applicable Policy**
- NWUS 5**  
Building Height Limitations

North West Local Plan

Bugibba & Qawra Building Heights

Scale : <b>1:7000</b>	Date : <b>July 2006</b>	Map: <b>42</b>
INDICATIVE ONLY		
Not to be used for measurement or direct interpretation.		
Maps to be used in conjunction with Policy Document		

## **DOKUMENT J**



Aġenzijsa għar-Registrazzjoni tal-Artijiet

116, Casa Bolino, Triq il-Punent, Il-Belt Valletta



Land Registration Agency

116, Casa Bolino, Triq il-Punent, Il-Belt Valletta

Nru tal-Mappa:

251693 E

Map Number:

Pożizzjoni Centrali: x = 46837

Centre Coordinates: y = 78579

Parti min S.S.:

4678

Extracted from S.S.:

Date:

24/02/2022

Perit:

Architect:

Timbru tal-Perit:

Architect's Stamp: ARCHITECT ARIELLE AGIUS

B.E. & A. (Hons), M.I.D. (POLITECNICO DI MILANO), A. & C.E.

ARCHITECT & CIVIL ENGINEER

Qies (metri kwadri):

A : CJRCA 74.36 m<sup>2</sup>

B : CJRCA 6.88 m<sup>2</sup>

C : CJRCA 12.95 m<sup>2</sup>

Firma ta' l-Applicant:

Applicant's Signature:

Arielle Agius  
ARCO Design Studio, The Blue Building, Penthouse  
Level 3,  
Znuber Road  
Mosta  
MST 4000  
Malta

## Cash Sale

24/02/2022

251693E

No of Copies	1
Fee Per Site Plan	€6.00
-----	
Total	€6.00
-----	

Land Registration Agency  
116, Casa Bolino  
Trik il-Punent  
Il-Belt Valletta  
VLT 1535

Tel: +356 21239777, 25904700

Email: [enquirieslandregistry@gov.mt](mailto:enquirieslandregistry@gov.mt)

[www.landregistryplans.gov.mt](http://www.landregistryplans.gov.mt)

## **DOKUMENT K**



# EIGHTH SCHEDULE

## PHYSICAL ATTRIBUTES OF IMMOVABLE PROPERTY

Locality	San Pawl il-Bahar
Address	Apartment 9, Arizona Court, Triq Sant' Sant' Aristarku, San Pawl il-Bahar
Total Footprint of Area Transferred *	Circa 94.19 m2

## TICK WHERE APPLICABLE (Tick one box in each case except where indicated otherwise)

Type of Property	<input type="checkbox"/> Villa	<input type="checkbox"/> Semi-Detached	<input type="checkbox"/> Bungalow	<input checked="" type="checkbox"/> Flat/Apartment
	<input type="checkbox"/> Penthouse	<input type="checkbox"/> Mezzanine	<input type="checkbox"/> Maisonette	<input type="checkbox"/> Farmhouse
	<input type="checkbox"/> Terraced House	<input type="checkbox"/> Ground Floor Tenement		
Age of Premises	<input type="checkbox"/> 0-20 years	<input checked="" type="checkbox"/> Over 20 years	<input type="checkbox"/> Pre WWII	
Surroundings	<input type="checkbox"/> Sea View	<input type="checkbox"/> Country View	<input checked="" type="checkbox"/> Urban	
Environment	<input type="checkbox"/> Quiet	<input type="checkbox"/> Traffic	<input checked="" type="checkbox"/> Entertainment	<input type="checkbox"/> Industrial
State of Construction	<input type="checkbox"/> Shell	<input type="checkbox"/> Semi-Finished**	<input checked="" type="checkbox"/> Finished***	
Level of Finishes	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Adequate	<input type="checkbox"/> Poor	
Amenities <small>Tick as many as appropriate</small>	<input type="checkbox"/> With Garden	<input type="checkbox"/> With Pool	<input type="checkbox"/> With Lift	<input type="checkbox"/> With Basement
	<input checked="" type="checkbox"/> No Garage	<input type="checkbox"/> One car Garage	<input type="checkbox"/> Two Car Garage	<input type="checkbox"/> Multi Car Garage
Airspace	<input type="checkbox"/> Ownership of Roof	<input checked="" type="checkbox"/> No Ownership of Roof	<input type="checkbox"/> Shared Ownership	

\* Includes all lands and gardens but excludes additional floors, roofs and washrooms

\*\* Includes \*\* plus bathrooms and apertures

\*\*\* Includes plastering, electricity, plumbing and floor tiles

Date: 28/02/2022

Perit's Signature: 

Warrant Number: 708

Rubber Stamp:

**ARCHITECT ARIELLE AGIUS**  
B.E. & A. (Hons), M.I.D. (POLITECNICO DI MILANO), A. & C.E.  
**ARCHITECT & CIVIL ENGINEER**

**FIL-QORTI CIVILI, PRIM' AWLA**

**FI-ATTI TAS-SUBBASTA**

**Rikors Nru 28/21**

**Bank of Valletta P.L.C.**

**vs**

**Owen Sciberras**

28/21  
3626

**Mandat ta' Qbid ta' Hwejjeg Immobili u bejgh b'Subbasta ta' Penthouse bin-numru 9,  
Arizona Court, Triq Sant' Sant' Aristarku, San Pawl il-Bahar**

Komunika tal-Perit Arielle Agius

21 ta' Marzu 2022

**FL-ATTI TAS-SUBBASTA**

Rikors Nru 28/21

**Bank of Valletta P.L.C**

vs

**Owen Sciberras**

**Re: Nota Ta' Kjarifika**

Jiena l-Perit hawn taht iffirmata, nixtieq nikjarifika is-segwenti:

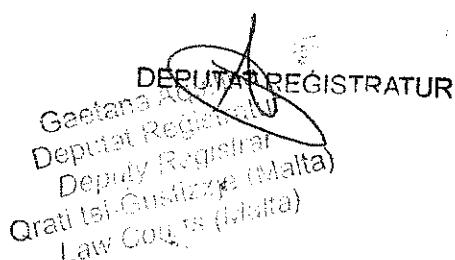
Il-hin addizzjonali ghall-access kien ta madwar siegha.



Perit Arielle Agius  
B.E.&A.(Hons.), M.I.D. (Politecnico di Milano), A.&C.E

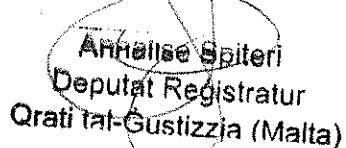
ILLUM 21.04.22

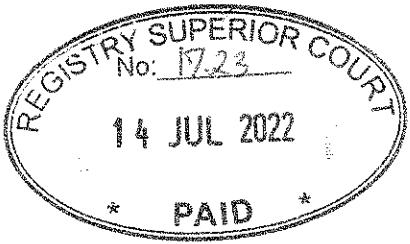
DEHER IL-PERIT LEGALI/TEKNIKU Arielle Agius  
89.8.5 M... LI HALEF LI QEDA FEDELMENT  
U ONESTAMENT L-INKARIGU MOGHTI LILU



21 MAR 2022

illum.....  
Ippreżentata mill-...AIC A. Agius ..  
B/bla dok ..... dokumenti ..





13 ta' Luju 2022

**FIL-QORTI CIVILI, PRIM' AWLA**

**FI-ATTI TAS-SUBBASTA  
Rikors Nru 28/21**

**Bank of Valletta P.L.C.**

**vs**

**Owen Sciberras**

**Mandat ta' Qbid ta' Hwejjeg Immobili u bejgh b'Subbasta ta' Penthouse bin-numru 9,  
Arizona Court, Triq Sant' Sant' Aristarku, San Pawl il-Bahar**

**Re: Nota Ta' Kjarifika**

Jiena l-Perit hawn taħt iffirmata, nixtieq nikjarifika is-segwenti:

Paġna 3, l-ahħar sentenza tat-tieni paragrafu għanda taqra: “il-proprietà tinsab fil-hames sular” minflok “il-proprietà tinsab fir-raba sular.”

Paġna 4, l-ahħar sentenza tal-ewwel paragrafu għanda taqra: “Iż-żona komunal iġħandha użu ta’ komun, tromba tat-taraġ, entratura, intrata, taraġ u lift filwaqt li m’hemmx pussess tal-arja ta’ fuq l-appartament.” Minflok “Iż-żona komunal iġħandha użu ta’ komun, taraġ u lift filwaqt li m’hemmx pussess tal-arja ta’ fuq l-appartament”

Paġna 4, it-tieni sentenza tat-tieni paragrafu għandu jaqra: Il-permess biex il-proprietà nqalbet minn *penthouse* għall-appartament huwa PA/07841/06 bit-titlu ‘Construction of four penthouses and extension at fourth floor level.’ Minflok “Il-permess biex il-proprietà nqelbet minn

appartament ghall-penthouse huwa PA/07841/06 bit-titlu 'Construction of four penthouses and extension at fourth floor level'."

Pagna 4, fl-ahhar tar-raba paragrafu ghanda tīgji miżjuda din is-sentenza. "Drittijiet oħra ta terzi, servitu u inkonvenjenzi hekk kif inħuma indikati fil-kuntratt tal-bejh imsejjah bhala dokument F mar-rapport prezentat.

Hekk kif indikat f-pagna 4 fis-sitt paragrafu, il-propjetà m'hiex konformi mal-permess tal-bini.

Ma jistax jiġi iddeterminat jekk il-propjetà hiex konformi mal-ligijiet tas-santità li jaapplikaw illum il-ġurnata, peress li ma kienx hemm aċċess għal bitha ta wara biex titkejjel u ma kienx hemm aċċess għal bejt tal-blokk biex jitkejjel l-gholi tal-blokk.

Dokument E: Skizz tal-Proprietà; it-titlu tal-is-skizz għandu jaqra "Sketch of Existing Apartment at Fourth Floor Level" Minflok "Sketch of Existing Apartment at Fifth Floor Level"



Perit Arielle Agius

B.E.&A.(Hons.), M.I.D. (Politecnico di Milano), A.&C.E

14 JUL 2022

Arielle Agius

Gaelana Ad-Duwar  
Deputat Registratur  
Deputy Registrar  
Qrati tal-Gustizzja (Malta)  
Law Courts (Malta)

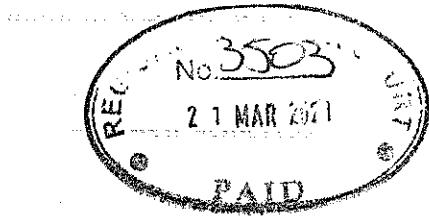
ILLUM. 14.07.2022  
Arielle Agius

DEHER IL-PERIT LEGALI/TEKNIKU.....  
39.85 M<sup>2</sup>.....LI HALEF LI QEDA FEDELMENT  
U ONESTAMENT L-INKARIGU MOGHTI LILU

DEPUTAT REGISTRATUR  
Għadha (Malta)  
Deputat Registratur  
Deputy Registrar  
Qrati tal-Gustizzja (Malta)  
Law Courts (Malta)

**FIL-QORTI CIVILI, PRIM' AWLA**

**FI-ATTI TAS-SUBBASTA  
Rikors Nru 28/21**



**Bank of Valletta P.L.C.**

**vs**

**Owen Sciberras**

**Mandat ta' Qbid ta' Hwejeg Immobli u bejgh b'Subbasta ta' Penthouse bin-numru 9,  
Arizona Court, Triq Sant' Sant' Aristarku, San Pawl il-Bahar**

**Nota ta'Kjarifika**

20 ta' Marzu 2023

**FIL-QORTI CIVILI, PRIM' AWLA**

**FI-ATTI TAS-SUBBASTA  
Rikors Nru 28/21**

**Bank of Valletta P.L.C.**  
**vs**  
**Owen Sciberras**

**Mandat ta' Qbid ta' Hwejjeg Immobli u bejgh b'Subbasta ta' Penthouse bin-numru 9,  
Arizona Court, Triq Sant' Sant' Aristarku, San Pawl il-Bahar**

**Re: Nota Ta' Kjarifika Dwar Santità**

Jiena l-Perit hawn taħt iffirmata, nixtieq nikjarifika is-segwenti:

Biex jiġi ikkonfermat jekk il-proprietà hix konformi mal-liġi sanitarja, saru tlett aċċess fuq żewġ dati separati biex jitkejlu l-gholi tal-binja u il font tal-bitha ta wara. It-tlett aċċessi damu madwar siegħa b'kollo.

L-ewwel aċċess sar fl-20 ta' Frar fl-10:00 ġewwa flat 10 u 11 ta' l-istess blokka.

It-tieni aċċess sar fis-7 ta' Marzu fin-12:30 ġewwa flat 1 ta' l-istess blokka.

Filwaqt li jidher li il bitha interna hija mibnija skont il-ligi tas-sanita, l-istess ma jistax jinghad għall-bitha ta' wara. Il-bitha ta wara hija iżgħar milli stipulat mil liġi tas-santità u b'hekk il-proprietà mhix konformi mal-liġi tas-santità.

Perit Arielle Agius

B.E.&A.(Hons.), M.I.D. (Politecnico di Milano), A.&C.E

21 MAR 2023

l-İnum .....  
Ippreżentata mill-.....  
B/blu dok .....  
dokumenti

l-İnum	21 April 2023
Deher il-Perit Legali / Tekniku:	Arielle Agius K18985M
Li wara li ddikjara li thalläs l-ammont illu dovut, halef/ħalfet li qedha/qdiet fedelment u onestament l-linkarigu mogħti illu/ha.	
 Deputat Registratur	

MARIE FARRELLA

Rose Marie Vallet  
Deputy Registrar  
Deputy Registrar  
Qreti tal-Suqila (Malta)  
Law Courts (Malta)