

Fil-Prim Awla tal-Qorti Ċivili

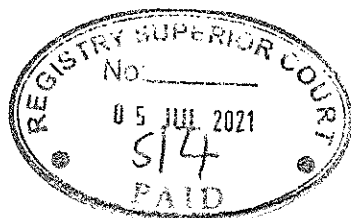
Subbasta nru. 17/2020

F1-atti tas-subbasta:

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

vs

Geomike Ltd (C-8820)



Relazzjoni tal-Perit Tekniku

Karl Cutajar B.E. & A. (Hons). M.Sc. Structural Engineering (Surrey, UK), A. & C.E.

Jesponi bir-rispett illi:

1.0 Inkarigu tal-Perit esponent Tekniku

Permezz ta' digriet moghti minn din l-Onorabbli Qorti, fl-Atti tas-Subbasta nru. 17/2020, il-Perit sottoskritt gie inkarigat sabiex jagħmel deskrizzjoni tal-fondijiet tas-segweni propjetajiet immobbli:-

L-erba' garaxxijiet kontigwi minghajr isem u mingħajar numri, konvertiti f'restaurant bl-isem Cote d'Azur Restaurant ġewwa Triq tal-Buttar, kantunier ma' Triq San'Antnin, Marsascala, mibnija fuq plots innumerati 211, 212 u 213, formanti parti mill-art magħrufa bħala 'il-Barumbara' sive "il-Magħluq", konfinanti mat-Tramuntana ma' Triq San' Antnin, mal-Lvant ma' Triq ġdida bla isem u mal-Punent ma' propjeta' ta' Barumbara Limited jew is-suċċessuri tagħha fit-titolu, jew fil-konfini aktara preċiżi, liberi u battala, bid-drittijiet u l-pertinenzi kollha tagħha, eskluż l-arja minħabba li din il-propjeta' hija sottostanti propjeta' ta' terzi.

Dan għandu jiffirma parti minn rapport bl-istima tal-propjeta' immobli, b'deskrizzjoni li tinkludi dan li ġej:

(a) indikazzjoni tas-sit u l-ġholi tal-fond li hu soġġett għall-bejgħ bl-irkant fil-qorti;

- (b) pjanta jew skizz li juru l-ghadd ta' kmamar li jiffurmaw il-fond u d-daqs tagħhom;
- (c) ritratti tal-fond jew sit inkwistjoni;
- (d) pjanta tar-Registru tal-Artijiet;
- (e) l-iskemi tal-MEPA;
- (f) r-ragunijiet tal-valutazzjoni.

2.0 Spezzjoni

Sabiex jaqdi fedelment dan l-inkarigu, l-espert Tekniku appunta access għal fuq il-post għat-Tnejn 28ta' Dicembru 2020 pero n-notifika giet lura minhabba li l-indirizz tal-kumpanija kien skorett. Għalhekk gie appuntat access ieħor għas-Sibt 6 ta' Frar 2021, fl-10.30am fejn l-ittra mibghuta individwalment lis-Sur George Cauchi u lis-Sur John Cauchi fejn l-ittra ta dan ta l-aħhar biss giet mwassla peressli l-address tas-Sur George Cauchi mhux abitat minn hadd u għalhekk in-notifika regghet giet lura. Pero l-access sar s-Sibt 6 ta' Frar 2021, fl-10.30am fil-prezenza tas-Sur John Cauchi (ara DOK 'B' – Notifiki u spejjez). L-access internu fis-1pm.

Kau

3.0 Informazzjoni Speċifika dwar il-Fond

- **Deskrizzjoni Generali**

Il-propjeta' tikkonsisti f'ristorant f'livell terran b'sular taht l-art taht parti mill-livell terran u mill-*'front garden'*.. Din il-propjeta' hi hija sottostanti appartamenti residenzjali ta' terzi u ghandha front garden ihares fuq iz-zewg toroq. Bhalissa din il-propjeta' mhiex tintuza u tinsab maghluqa. Skond ma jien ma jien infurmat il-propjeta' mhiex mikrija lil ebda persuna jew kumpanija. Ara DOK'A' ghal pozizzjoni tal-projeta' fuq l-pjanta tas-sit.

- **Deskrizzjoni tal-Fond**

L-access ghal-livell ta taht l-art hu permezz ta' garigor tal-hadid mir-ristorant stess. Access sekondarju jinsab taht il-front garden minn taraġ li hu maħsub bhala rotta ta' emergenza f'kas ta' nar. Il-livell ta' taht l-art kien jintuza bhala *store* u t-tqassim tieghu hu minghajr pilastri. L-arja f'dan il-livell tigi pprovduta permezz ta' xaft li jizbokka fil-livelli sovrapposti għall-istess propjeta' u jinsab f'nofs is-sit. Il-livell ta' taht l-art jidhol taht il-*front garden* u ghandu twieqi li jinsabu f'livell għoli li jagħtu fuq il-bankina.

Il-livell terran hu accessibli permezz ta' tliet targiet li jinsabu fil-kantuniera tat-terrazzin. Il-bieb principali tar-ristorant jinsab ukoll fil-kantuniera tal-binja. Kif wiehed jidhol mill-bieb principali jsibu ruħu fil-*bar area* u fil-lok fejn kienet issir il-preparazzjoni u tisjir tal-pizza. Din iz-zona hi accessibli mit-terrazzin minn Triq Sant'Antnin.

Il-kċina tikkonsisti f'zona fejn jinħaslu l-platti li tinsab fuq wara tas-sit biswit il-propjeta' ta' terzi. Il-kmamar tat-*toilets* jinsabu ukoll fuq wara tal-propjeta' u jagħtu għal fuq il-bitha interna li hi aċċessibli minn bieb fil-kċina li jagħti għal fuq erbgħa targiet fl-istess bitha.

L-uffiċju jinsab f'livell intermedjaru u huma aċċessibli permezz ta'taraġ tal-hadid minn qabel it-taraġ li jagħti għat-*toilets* imsemmija. L-uffiċju jagħti għal fuq il-bitha interna msemmija hawn fuq.

Iz-zona ta' l-imwejjed fuq ġewwa tar-ristorant tinsab tul il-faccata li tagħti għal fuq t u fiha diversi aperturi kbar li jħarsu fuq l-istess terrazzin li hu mdawwar mal-propjeta'. Kopja tar-ritratti tal-propjeta' huma annessi f'DOK 'C'.

- **Pjanta tal-fond kif inhu eżistenti**

Ma' dan ir-rapport qeghdin jiġu esebiti pjanti magħmula mis-sottoskritt tal-livell tal-fond, tal-faccata li minnha jiffirma u sezzjoni fit-tul mill-istess blokk li hu formanti minnu l-fond. Dawn il-pjanti qeghdin esebiti f'DOK 'D' anness ma' dan ir-rapporti kif ukoll pjanta mir-registru ta' l-artijiet u skeda 8 esebiti f'DOK 'D'.

- **Struttura u Finituri**

L-istruttura tal-bini tikkonsisti f'hitan li jiehdu l-pizizzjiet tas-soqfa rinfurzati bil-hadid. Mill-ispezzjoni viżwali ma rrizulta li hemm l-ebda diffetti li jehtiegu attenzjoni u għalhekk l-istruttura hija wahda bla periklu. Peressli l-propjeta' ilha ma tigi uzata għal dawn l-aħħar sebgħa snin illum il-gurnata tinsab f'kundizzjoni mhux daqstant tajba peressli f'ċertu żoni ġewwa affetwatti mill-ilmijiet li daħħlu fil-bini.

Il-finituri jikkonsistu f'madum taċ-ċeramika, suffetti tal-gypsum, aluminium ta' lewn griż fuq il-faccata b'shutters ta' lewn abjad fuq wara, bibien interni ta' l-injam, madum taċ-ċeramika abjad fiz-zona tal-kċina, railing ta' stainless steel fuq ġewwa u barra mal-parpett tal-projeta'. Ir-ristorant għandu s-servizzi neċessarji bħal ma hu ilma, dawl u drenagg.

- **Qisien Ġeneral tal-fond.**

Il-livell ta' taht l-art għandu area ta ċirka 220 metru kwadru u għoli ta ċirka 2.21metri filwaqt li fil-livell terran il-propjeta' tkopri area ta ċirka 420 metru kwadru inkluz l-area tat-terrazzini u għoli ta ċirka 3.19metri u 3.79metri għoli fl-area li tagħti għat-'*toilets*'. Il-livell intermedjaru għandu area ta ċirka 34 metru kwadru u għoli ta ċirka 2.6metri. Il-livell terran għandu faccata ta' madwar 20metru tul fuq Triq tal-Buttar, kantuniera ta' ċirka 4.5metri u faccata ta' madwar 10.5metri tul fuq Triq Sant'Antnin, Marsaskala. Is-sit

għandu fond ta madwar 21.7metri inkluz il-fond tat-terrazzin minn Triq tal-Buttar sal-haj ta' l-appoġġ u fond ta'madwar 13.3metri minn Triq tal-Buttar sal-faccatta fuq Triq Sant'Antnin. Minn Triq Sant'Antnin s-sit għandu fond ta cirka 24.5metri.

- **Aspetti dwar il-lokalita'**

Ir-ristorant jinsab f'kantuniera ta żewġ toroq residenzjali li huma Triq tal-Buttar u Triq Sant'Antnin, Marsascale li huma indikati ukoll bħala *'entertainment priority area'* (ara *Map MS 1 - Marsascale - North Policy Map – annessa f'DOK 'F'*). Iż-żona hi ikkunsidrata bħala residenzjali u ta' divertiment fil-qalba ta' zona turistika li tikkonsistenti minn blokkok ta' appartamenti, ristoranti u servizzi oħra ancillari bħal banek, posta, hwienet tal-merċa eċċ.. Fuq ir-ristoranti hemm blokka ta żewġ sulari apartamenti u 'penthouse'. It-triq ta' quddiem ir-ristorant hija iffurmata, asfaltata u bis-servizzi mġhoddija.

- **Pizijiet fuq l-fond**

L-imsemmi immobbli kien ġie akkwistat mis-subbastata permezz ta' kuntratt tal-10ta' Settembru 1992, fl-atti tan-Nutar Dottor Joseph Tabone u l-esponenti. Kopja ta' l-imsemmi kuntratt hawn anness u markat bħal DOK 'H'.

Fuq il-propjeta' imsemmija gew iskritti s-segwent i ipoteki u cioe' daw k bin-numri I 20276/2008, I 20277/2008, I 8933/2010, I 20389/2014, I 1704/2017, I 2033/2017, I 2034/2017, I 2035/2017, I 2910/2017, I 2911/2017, I 2912/2017, I 2913/2017, I 3982/2017, I 7154/2018 u I 7935/2018. Kopja tar-ricerki tal-attiv u l-passiv tal-intimati jinsabu hawn esebiti u immarkati bhal DOK 'J'.

- **Servitujiet**

Din il-propjeta' ghandha bitha interna li hi accessibli mill-kecina ta' l-istess ristorante u li fiha s-servizzi li kienu jsahhnu l-ilma flimkien ma' katusi tax-xita u tad-drenagg li gejjien mill-appartamenti sovrappost din il-propjeta'. Iccumnija tas-sistema li ssahhan l-ilma tisporgi fit-tielet sular li jigi fil-livell tal-'penthouse' mill-istess bitha interna. It-twieqi ta' l-appartamenti u l-'penthouse' sovrapposti din il-propjeta' jaghtu ghal din l-istess bitha interna.

- **Referenza ghal-Pjanijiet Lokali skond mahruqa mill-Awtorita' ta' l-Ippjanar li taqa' fihom il-propjeta'.**

Ir-ristorant jinsab f'zona residenzjali / 'entertainment priority area' (*ara Local Plan – Marsascale –North Policy Map, Map MS1 annessa f'DOK 'F'*). Iz-zona hi ikkunsidrata bhala residenzjali u ta' entertainment fil-qalba

ta' zona turistica quddiem zona pubblika u urbana miftuha, u tinsab vicin il-bahar, It-toroq ta' quddiem il-propjeta' huma iffurmati, asfaltati u bis-servizzi mgħoddija.

Filwaqt li skond *Local Plan – Marsascale – Building Heights Map MS3*, il-propjeta' hi mibnija fuq sit li wiehed jistgħa jibni sa tliet sular u semi-basement li skond il-*Policy Guidelines tal-2015* mahruġa mill-awtorita' ta' l-ippjanar il-blokka tista toghla sa madwar sbatax il-metru u nofs (17.5) għoli ibaxx wiċċ tal-bankina tul l-art in kwistjoni.

Kopji tal-pjani lokali tal-Awtorita ta' l-Ippjanar huma annessi f'DOK 'F'.

- **Permessi approvati mill-Awtorita' ta' l-Ippjannar fuq is-sit li minnha hu jifforma parti l-fond in kwistjoni .**

Mingħajr prejudizju jidher li l-ligijiet tas-sanita' u r-regolamenti tal-bini kif stipulate mill-Awtorita' l-Ippjanar kienu osservati hekk kif minn ricerki li għamel is-sottoskritt, jidher li l-fond in kwistjoni jifforma part mill-applikazzjoni għall-izvillup (PA 07112/2005). Id-deskrizzjoni tax-xogħlijiet permezz ta' din l-applikazzjoni kienet tikkonsisti kif gejj *“To sanction the construction of basement underneath part of restaurant and to carry out additions and alterations at existing restaurant M'Scala.”*. L-applikazzjoni saret mill-Perit Joseph Cassar għan-nom tas-Sur George Cauchi. Din l-

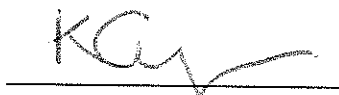
applikazzjoni giet approvata mill-Awtorita' ta' l-Ippjanar u d-decizzjoni giet ippublikata fis-27 ta' Ottubru 2006.

Referenza ghal dawn il-permessi msemmija qeghda f'DOK 'G'.

4.0 Valur

Wara li ikkunsidrajt dawn il-punti, id-daqs tal-propjeta', il-lok fejn tinsab il-propjeta', u l-valur ta' propjeta' simili fil-madwar, nistma l- propjeta' L-erba' garaxxijiet kontigwi minghajr isem u minghajar numri, konvertiti f'restaurant bl-isem Cote d'Azur Restaurant gewwa Triq tal-Buttar, kantuniera ma' Triq San'Antnin, Marsascale, mibnija fuq plots innumerati 211, 212 u 213, ghall-ammont ta' miljun u tmint'elef ewro (€1,800,000).

Tant ghandu l-unur li jissottometti l-esponent ghas-savju gudizzju ta' din l-Onorabbli Qorti.




Perit Karl Cutajar

2 ta' Lulju 2021

Illum 05 JUL 2021

Ippreżentata milli Perit Karl Cutajar
bla dok/b Għaxxa (10) dokumenti


Annalise Spiteri
Deputat Registratur
Qorti tal-Gustizzja (Malta)

ILLUM Karl Cutajar
DEHER IL-PERIT LEGALI/TEKNIKU...
SAL 4.847...
U ONESTAMENT L-INKARIGU MOGHTI LILU


DEPUTAT REGISTRATUR

Gaetana Aquilina
Deputat Registratur
Deputy Registrar
Qorti tal-Gustizzja (Malta)
Law Courts (Malta)

DOK 'A'

Notifiki u rčevuti ta' spejjez

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

-vs-

Geomike Limited (C-8820)

Il-lum 12ta' Ottobru 2020

Geomike Limited
Cote d'Azur
Triq Sant' Antnin
Marsascala

Stima tal-propjetanziet immobbli kif gej:-

- i. L-erba' garaxxijiet kontigwi minghajr isem u minghajr numri, konvertiti f'restaurant bl-isem Cote d'Azur Restaurant għewwa Triq il-Buttar, kantuniera ma' Triq Sant' Antnin, Marsascala, mibnija fuq plots innumerati 211, 212 u 213, formenti parti mill-art magħrufa bħala "il-Barumbara" sive "il-Magħluq", konfinanti mat-Tramuntana ma' Triq Sant' Antnin, mal-Lvant ma' Triq gdid bla isem u mal-Ponent ma' propjeta' ta' Barumbara Limited jew is-successuri tagħha fit-titolu, jew il-konfini aktar preċiżi, liberi u battala, bid-drittijiet u l-pertinenzi kollha tagħha, eskluż l-arja minhabba li din il-propjeta' hija sottostanti propjeta' ta' terzi.

Qed issir referenza għal kaz numru 17/2020 fl-Atti tas-Subbasta bejn Bank of Valletta p.l.c. vs Geomike Limited

Nixtieq ninfurmak li jien gej mitlub mil-Qorti Civili biex nagħmel deskrizzjoni dettaljata tal-fondijiet indikati hawn fuq. Sabiex wiehed jagħmel dan hemm bzonn li ssir spezzjoni dettaljata tal-fondijiet in kwistjoni.

Għaldaqstant, qed ninfurmak li ha ssir spezzjoni ta' dawn il-fondijiet nhar 14-Tnejn 28ta' Dicembru 2020, f'10.30 AM. Il-kuntatt miegħi huwa fuq numru 79046730 jew fuq email karlcui84@hotmail.com

Grazzi,



Perit Karl Cutajar
Warrant No. 655

cc. Bank of Valletta

Perit Karl Cutajar
B.E. & A. (Hons.) M.Sc. Structural Engineering (Survey, U.C.A. S.U.K.E.)
ARCHITECT & CIVIL ENGINEER
4, L-Iskrija - L-Iskrija Marina, Linsalca, TXS 235
Email: karlcui84@hotmail.com Mobbli: (356) 79046730

~~GEOMIKE LTD.
COTE D'AZUR
TRIG SAINT ANTIMIN
MARSASCOLLA.~~

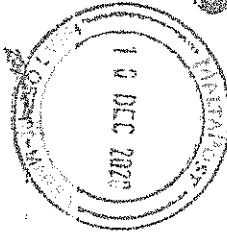


Registered Item
RR RR41797723MT

For use by the sender only

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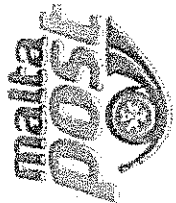
X-mail



MaltaPost p.l.c.
16-December-2020

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LOCAL
Weight 010 kg

MaltaPost p.l.c. 16-December-2020



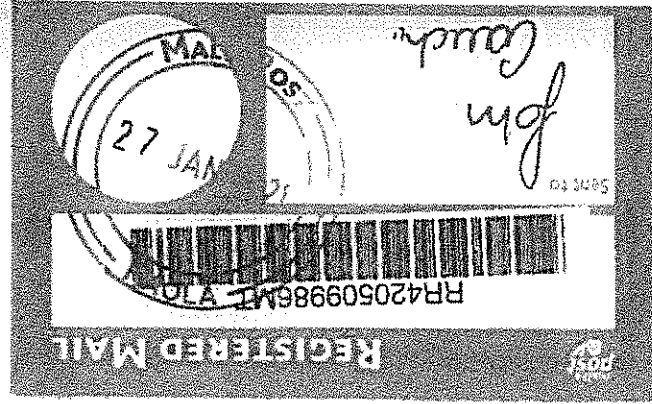
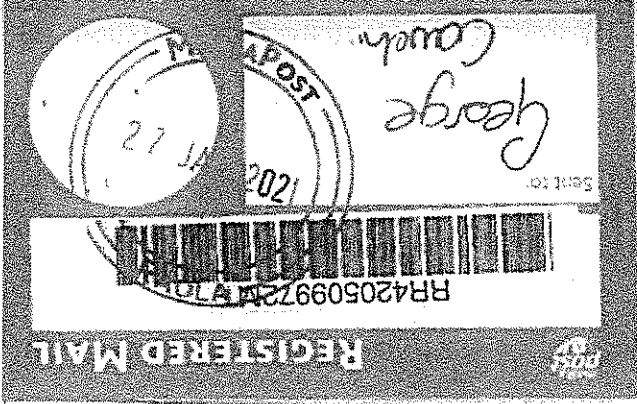
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 29 JAN 2021
 MaltaPost p.l.c.
 Post Office 9000

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29-01-2021

Karl Cutajar
 42, H. Ferha
 Triq Karlu Maratta
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€2.30
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Illum 27 ta' Jannar 2021

Geomike Limited
Cote d'Azur
Triq Sant' Antnin
Marsascala

Slima tal-propjetajiet immobili kif ġej:-

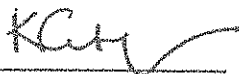
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Nixtieq ninfurmak li jien ġejt mitlub mil-Qorti Civili biex nagħmel deskrizzjoni dettaljata tal-propjetajiet indikat hawn fuq. Sabiex wiehed jagħmel dan hemm bżonn li ssir spezzjoni dettaljata tal- propjetajiet in kwistjoni.

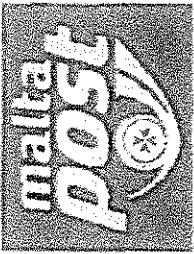
Għaldaqstant, qed ninfurmak li ha ssir spezzjoni ta' dan il-fond nhar 6 ta' Frar 2021, fl-10am. Jekk inti ma tistax tkun prezenti fuq il-post fid-data ndikata lilek, inti mitlub tagħmel kuntatt miegħi fuq numru 79046730 jew fuq email li hi karicut84@hotmail.com.

Grazzi,



Perit Karl Cutajar
Warrant No. 655

cc. Bank of Valletta p.l.c.



16/11/17
 MISCAL TAS SUID,
 LIXIEN
 STATIONERY
 12942212
 7960997
 EXO No: M115114131
 VAT No: M115114131
 TXN0029265
 USER: ACH117 - LIXIEN SUB POST OFFICE
 Contact Name:
 Vat Number:

2021 11:45
 CASH SALE CLIE

TXN005722

Sequence no: 00769
 RETURN LETTER OFFICE

Paid E €2

Grand Total: €2

Total Tended: 2
 Cash Tended: 2

Change: €0

VAT Analysis
 Full F 18%
 Reduced R 5%
 Exempt E 0%
 Non-Vat able n/v 0%

VAT Paid: €0



*RR227500NX1

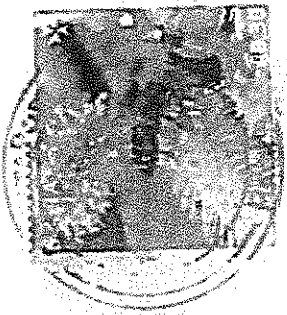
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 if cheque is dishonoured
 or payment against Local Purchase Order

Customer's Signature and ID.

RR420509972MT

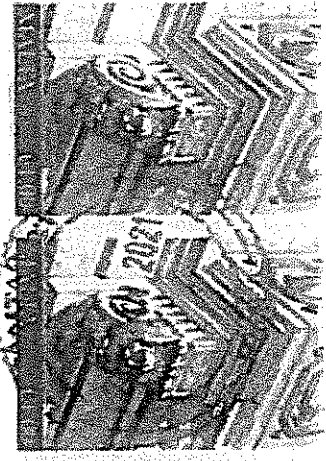


Registered Item
 RR420509972MT



Mr. George Louishy
 2, Triq tal - Buttal - Marsaskala

Signature
 MARSASKALA
 2017 10 16



AI AT AI



DOK 'B'

Pjanta tas-Sit u rċevuta ta' spejjez

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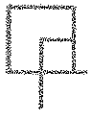
no-reply@pa.org.mt <no-reply@pa.org.mt>

Mon 6/14/2021 1:54 AM

To: karlcut84@hotmail.com <karlcut84@hotmail.com>

📎 1 attachments (4 KB)

ATT00001.bin;



PLANNING AUTHORITY

PLANNING AUTHORITY

St Francis Ravelin, Floriana,
FRN 1230, Malta

Exemption No:
EXO 1188

Tel: 2290 0000 VAT No: MT
1281-6708

Receipt

Name: Karl Cutajar

E-mail address: karlcut84@hotmail.com

Document No: SITEPLAN

Date: 14/06/2021
01:53:22

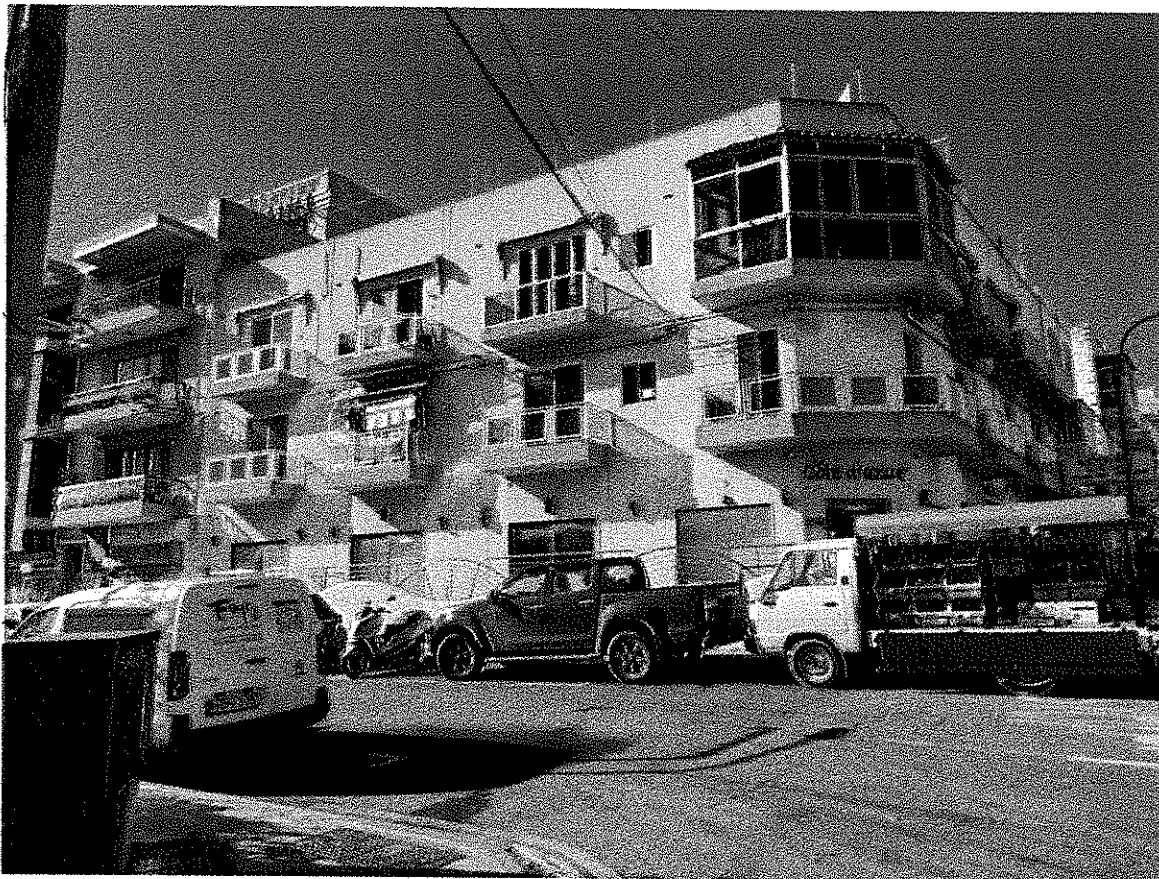
Item Description	Unit Price (incl VAT)	Net Amount (excl VAT)	VAT Amount	Vat Rate %
Purchase of siteplan from website - Ref: - Ref: _ags_94d5734d29644703a7298e7dea45a0cc.pdf	EUR 3.00	EUR 2.85	EUR 0.15	5.00 %
			Total:	EUR 3.00

DOK 'C'

Ritratti tar-ristorant bl-isem Cote d'Azur Restaurant ġewwa

Triq tal-Buttar, kantuniera ma' Triq San'Antnin,

Marsascula,



Ritratt nru. 1 – Ritratt tal-faċċata mehud mill-kantuniera li juri r-ristorant inkwistjoni mmarkat bil-kulur aħmar.



Ritratt nru. 2- Ritratt tal-faċċata mehud mix-xellug li juri r-ristorant inkwistjoni mmarkat bil-kulur aħmar.



Ritratt nru. 3 – L-intrata prinċipali tar-ristorant meħud minn Triq Sant'Antnin.



Ritratt nru. 4 – Ritratt tal-faccata meħud minn Triq Sant'Antnin li juri r-ristorant inkwistjoni mmarkat bil-kulur aħmar



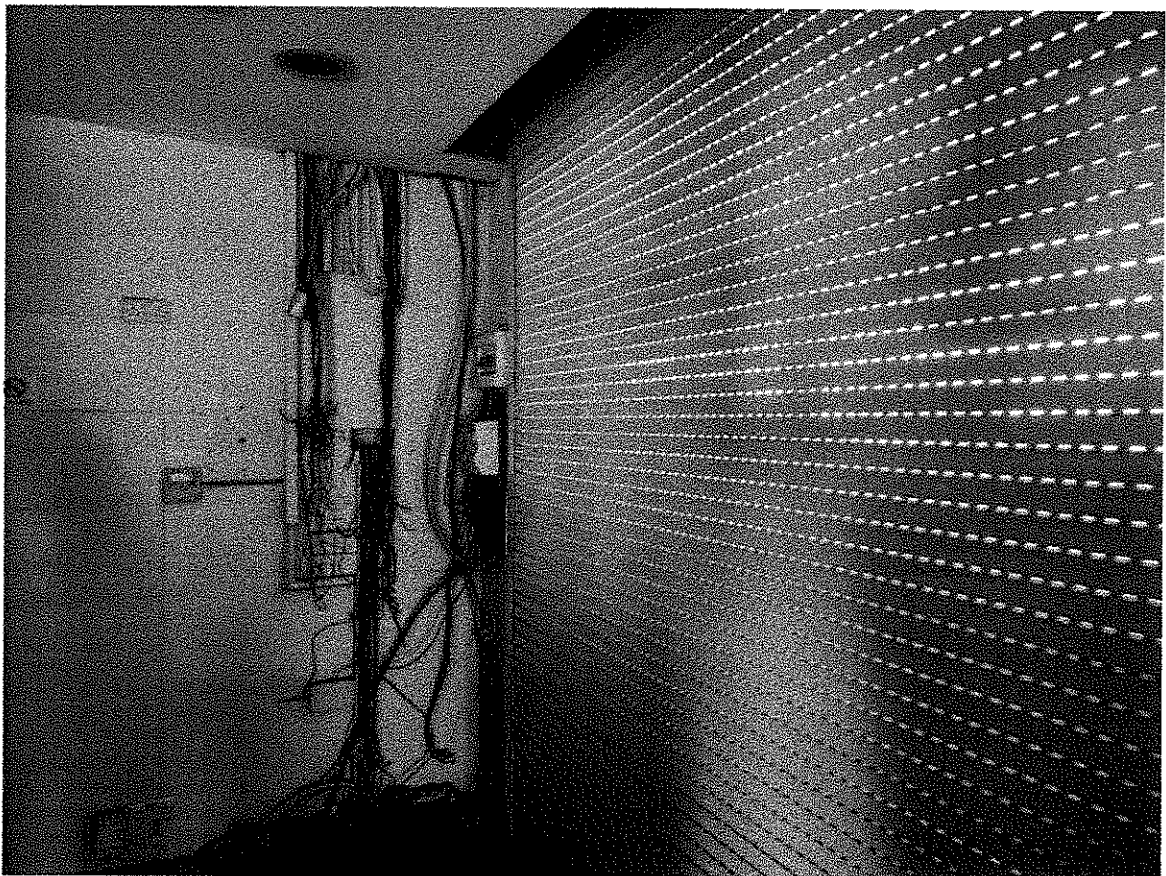
Ritratt nru. 5 – Dehra ta' l-entratura tar-ristorant hekk kif tidhol mill-bieb principali.



Ritratt nru. 6 - Dehra ta' l-entratura ghal area tat-'take away'.



Ritratt nru. 7 - Dehra tal-*area* li kienet tintuza bhal kċina għat-*'take away'*.



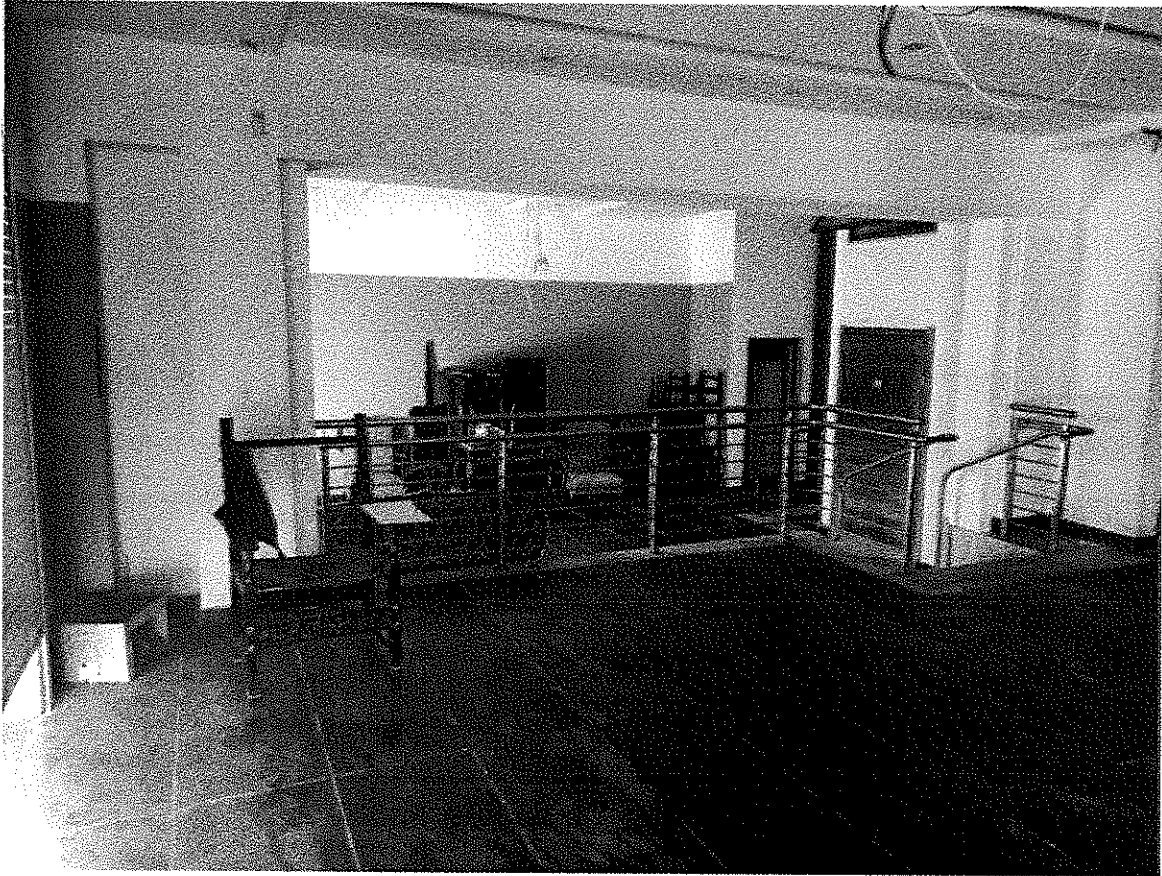
Ritratt nru. 8- Dehra tar-*'roller shutter'* li hemm fit-*'take away'* area li jagħti għat-*terrazin* fi Triq Sant'Antnin, Marsascalea.



Ritratt nru. 9 - Dehra ta' l-*'area'* li kienet isservi ta' *'seating area'* mal-aperturi li jagħtu fuq it-terrazzin li hemm ma' Triq tal-Buttar, Marsascalea.



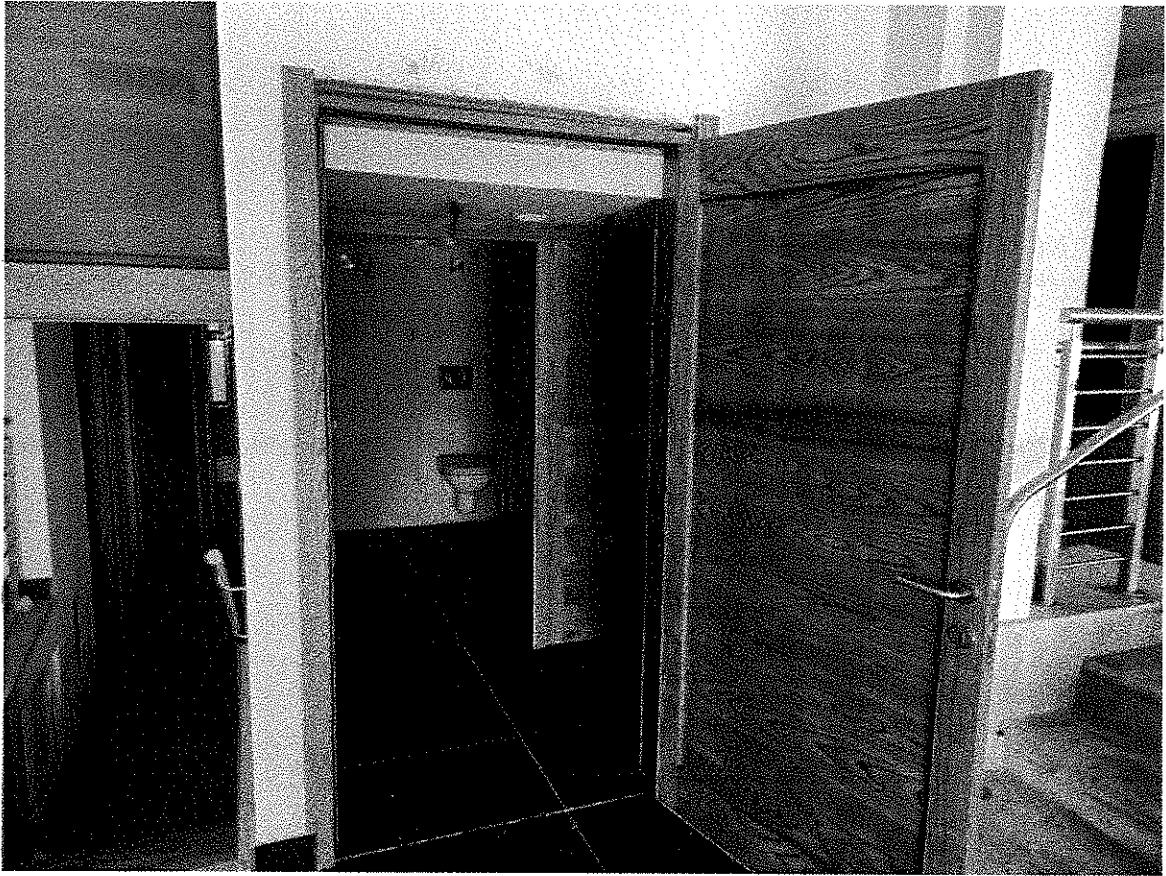
Ritratt nru. 10 – Dehra ta' l-*'area'* li kienet isservi ta' *'seating area'* fin-nofs tar-ristorant.



Ritratt nru. 11- Dehra ta' l-*'area'* li kienet li tagħti għat-toilets tar-ristorant.



Ritratt nru. 12- Dehra tad- *'dining area'* tar-ristorant min-naħa ta' l-*'area'* tat- *'toilets'*.



Ritratt nru. 13- Dehra ta' l-entrata principali ta' l-*'special needs toilets'*.



Ritratt nru. 14 – Dehra ta' l-entrata principali li taghti ghat-toilets tan-nisa u l-irġiel kif ukoll għall ufficċju permezz ta' tarag tal-hadid.



Ritratt nru. 15 – Dehra ta' l-area quddiem t-*'toilets'*.



Ritratt nru. 16- Dehra tat-*'toilets'* minn gewwa.



Ritratt nru. 17 - Dehra tat-'toilets'minn ġewwa.



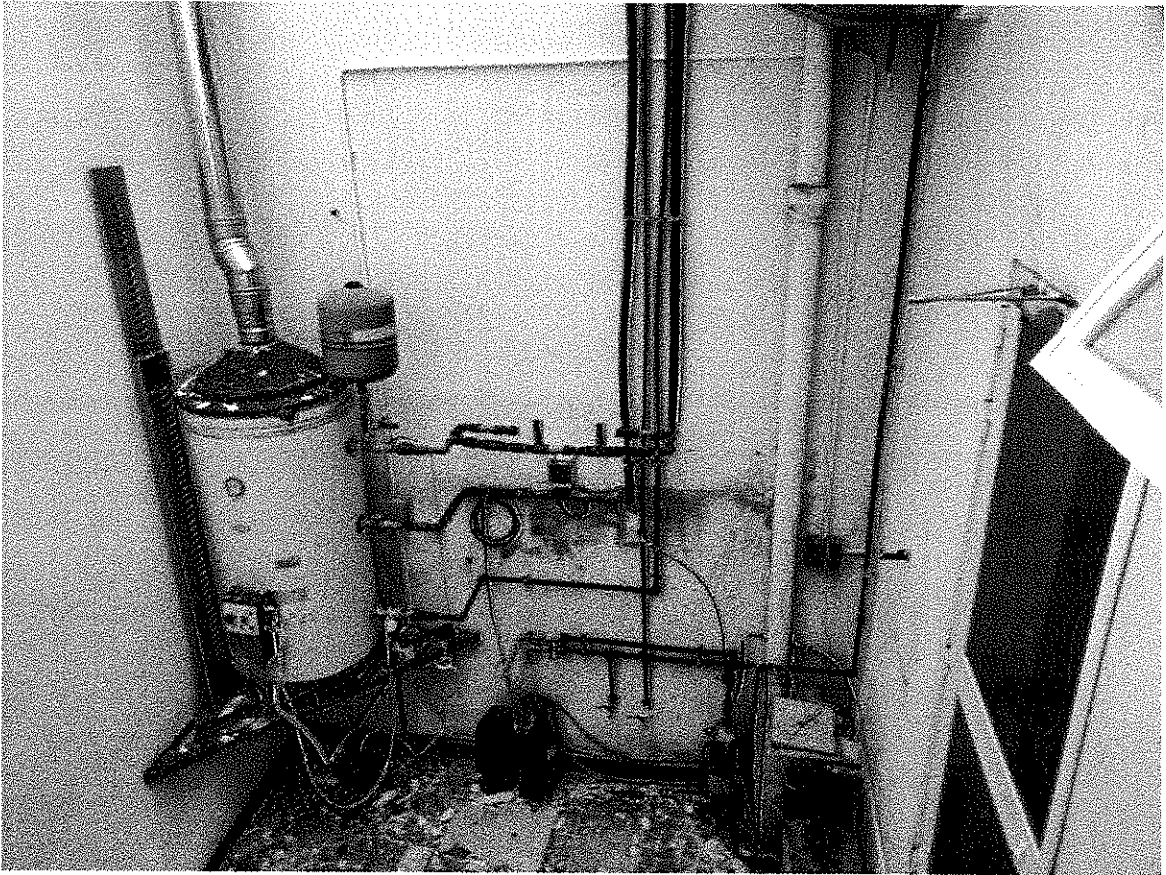
Ritratt nru. 18 - Dehra ta' l-uffiċċju minn ġewwa.



Ritratt nru. 19 - Dehra ta' l-ufficċju minn ġewwa.



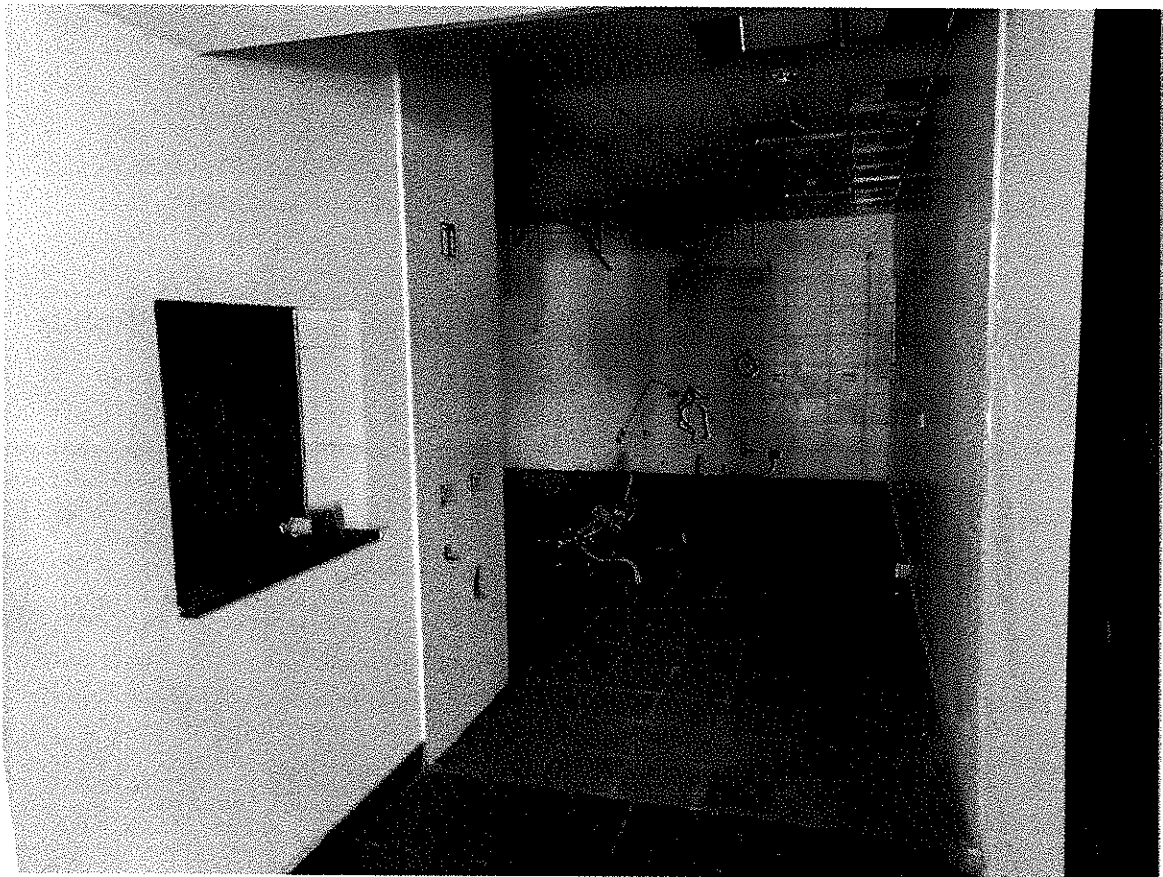
Ritratt nru. 20 - Dehra tat-'toilet' li jinsab fl-ufficċju



Ritratt nru. 21 - Dehra tal-bitħa interna u tas-sistema tal-‘hot water’.



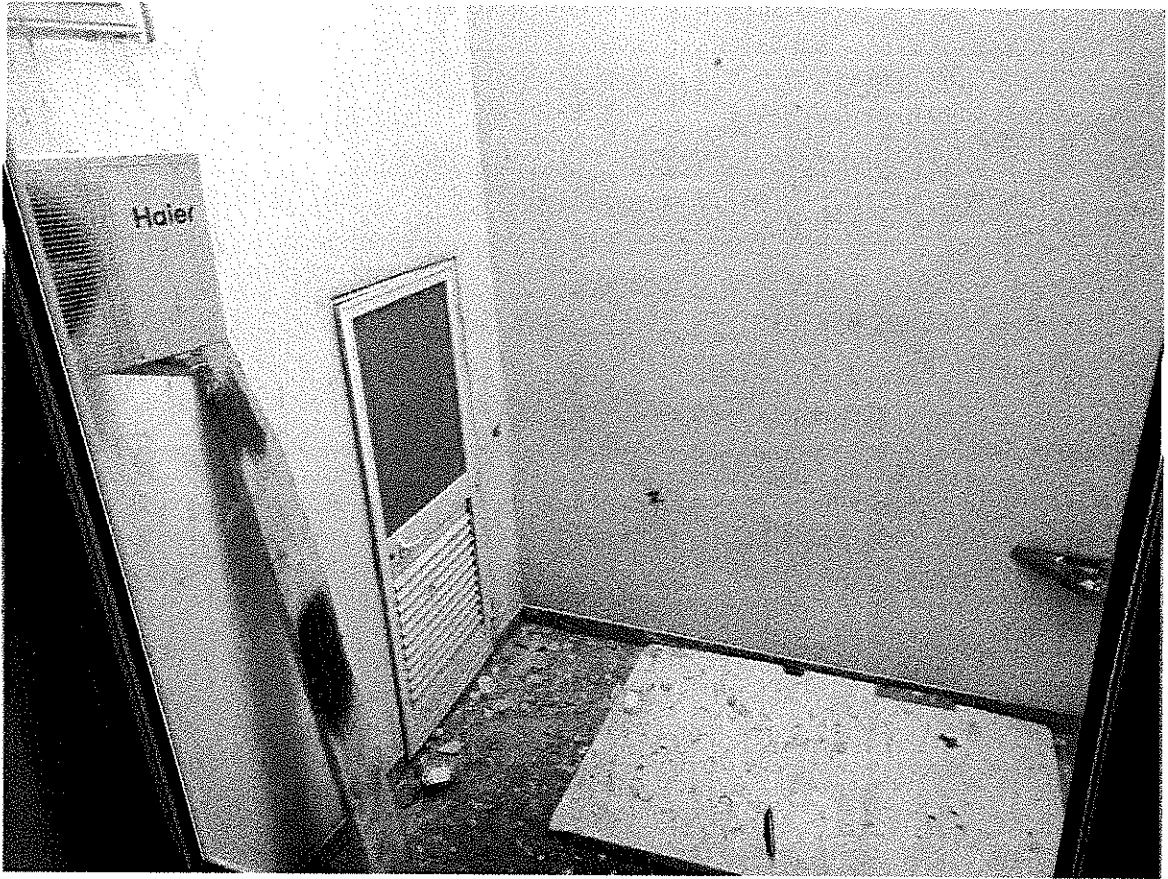
Ritratt nru. 22 – Dehra ta’ l-‘area’ ta quddiem il-kċina.



Ritratt nru. 23 – Dehra tal-entrata tal-kċina.



Ritratt nru. 24 – Dehra ta' l-*'area'* fejn kien hemm il-kċina u l-bieb li jagħti għal bitha interna.



Ritratt nru. 25 – Dehra tal-bitha interna.



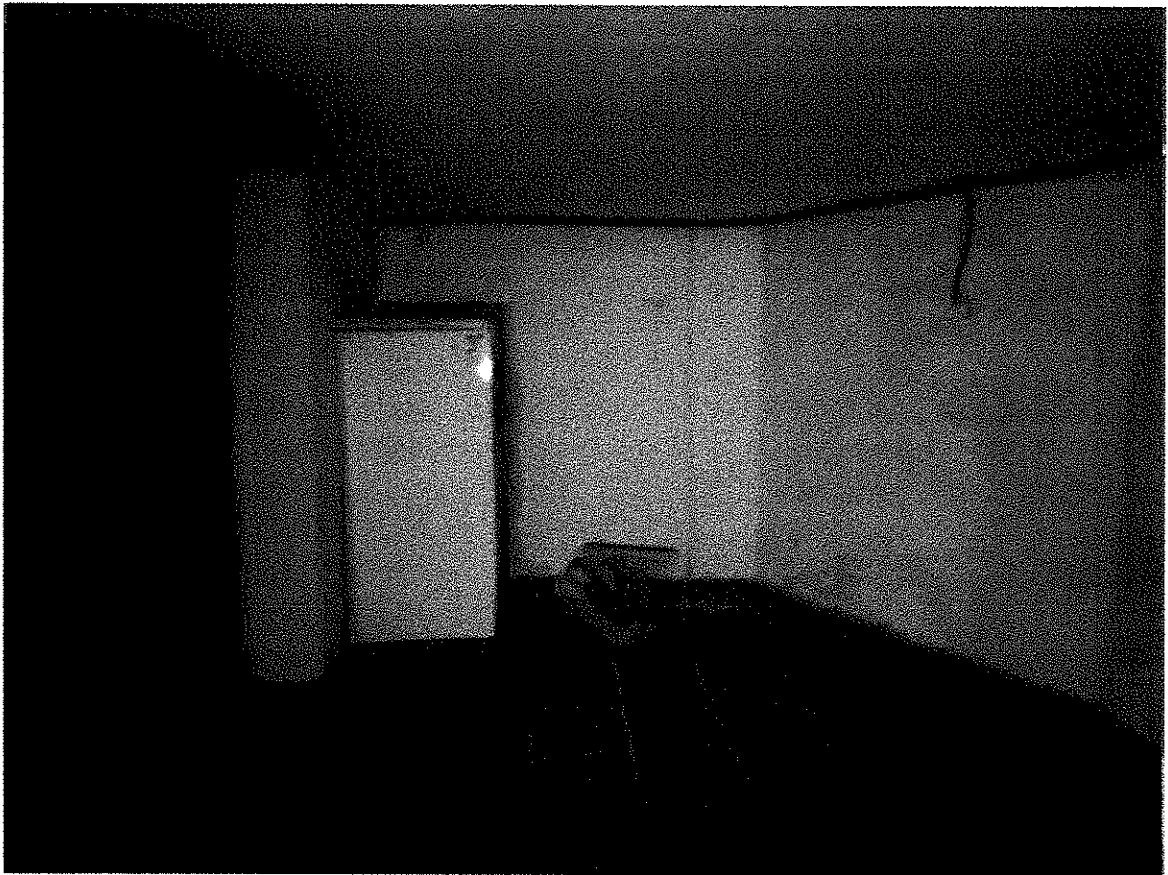
Ritratt nru. 26 – Dehra tal-‘basement store’ fil-livell taht it-terrazzin.



Ritratt nru. 27 – Dehra tal-‘basement store’ fil-livell taht it-terrazzin.



Ritratt nru. 28 – Dehra tal-‘basement store’ fil-livell taht it-terrazzin.



Ritratt nru. 29 – Dehra tal-‘basement store’ fil-livell taht it-terrazzin.



Ritratt nru. 30 – Dehra tal-bieb mill-‘basement store’ li jaghti ghal-livell tat-terrazzin fi Triq tal-Buttar, Marsascala kif ukoll tat-twieqi li jagħtu fuq il-bankina ta’ l-istess triq.



Ritratt nru. 30 – Dehra ta' twieqi taht it-terrazin li jinsab fi Triq tal-Buttar, Marsascala li jaghtu għal fuq il-bankina ta' l-istess Triq.



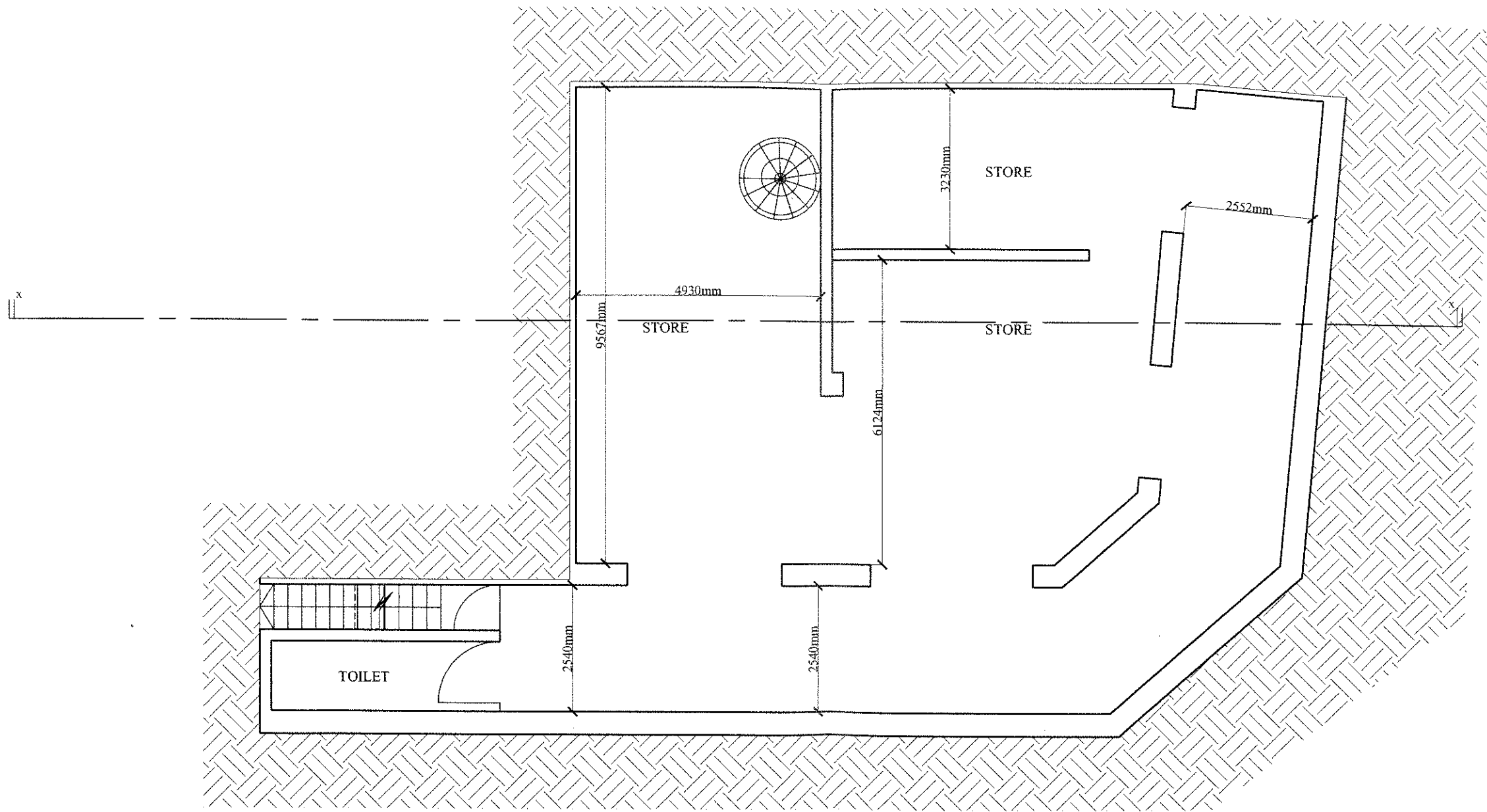
Ritratt nru. 30 – Dehra tal-garigor li jgħaqqad il-livell tal-‘basement’ mal-livell tar-ristorant.



Ritratt nru. 30 – Dehra tat-tarag li jaghti ghal level tat-terrazzin li jinsasb fi Triq tal-Buttar, Marsascalea.

DOK 'D'

Pjanta tal-fond kif inhu eżistenti.



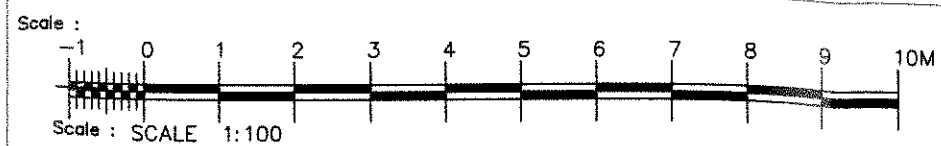
BASEMENT FLOOR LEVEL
SCALE 1:100

Perit Karl Cutajar
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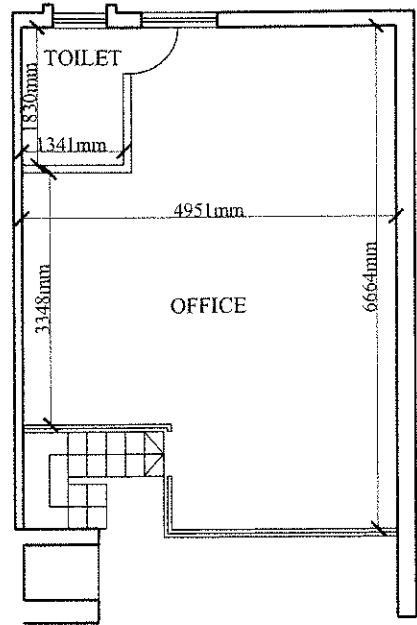
Client :
Subbasta Prim Awala Civili

Project Title :
Cote D'Azur Restaurant, Marsascala

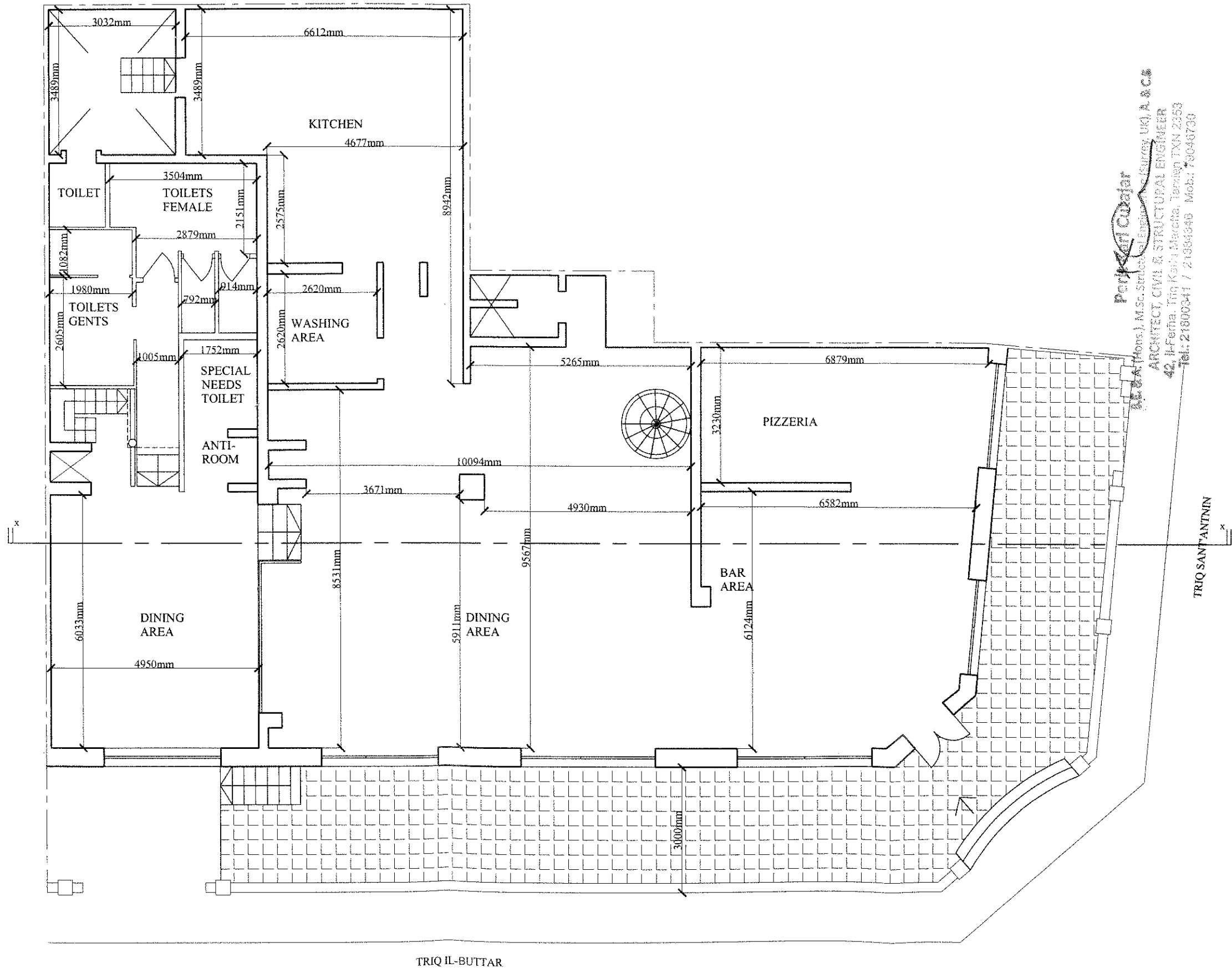


Drawing :
EXISTING BASEMENT LEVEL

Job No. : 0105	Drawing No. : AL(2) 01
Date : 10.06.2021	Scale : 1:100 (A3 SHEET)



EXISTING INTERMEDIATE LEVEL
SCALE 1:100

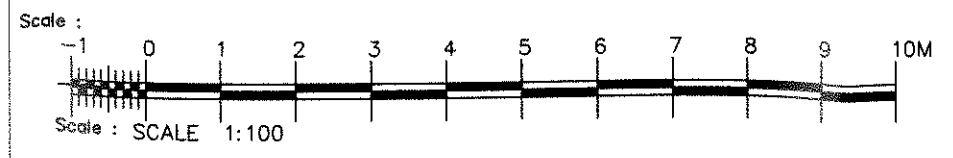


Perikar Cutajar
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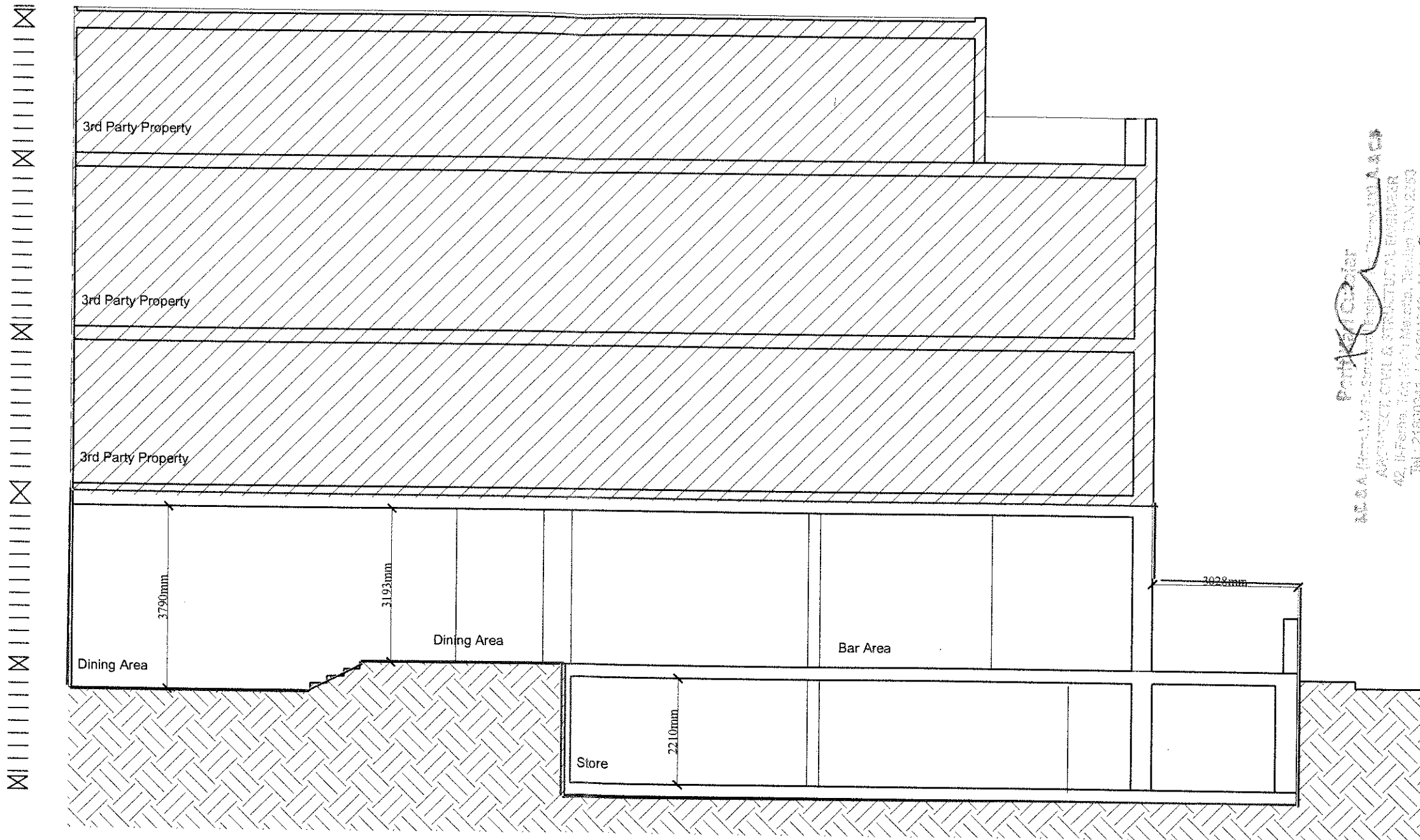
Client :
Subbasta Prim Awala Civilt

Project Title :
Cote D'Azur Restaurant, Marsascala



Drawing :
EXISTING GROUND FLOOR & INTERMEDIATE LEVELS

Job No. : 0105	Drawing No. : AL(2) 02
Date : 10.06.2021	Scale : 1:100 (A3 SHEET)



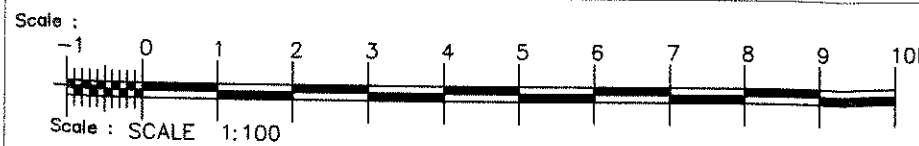
EXISTING SECTION XX
SCALE 1:100

Prof. Karl Cutajar
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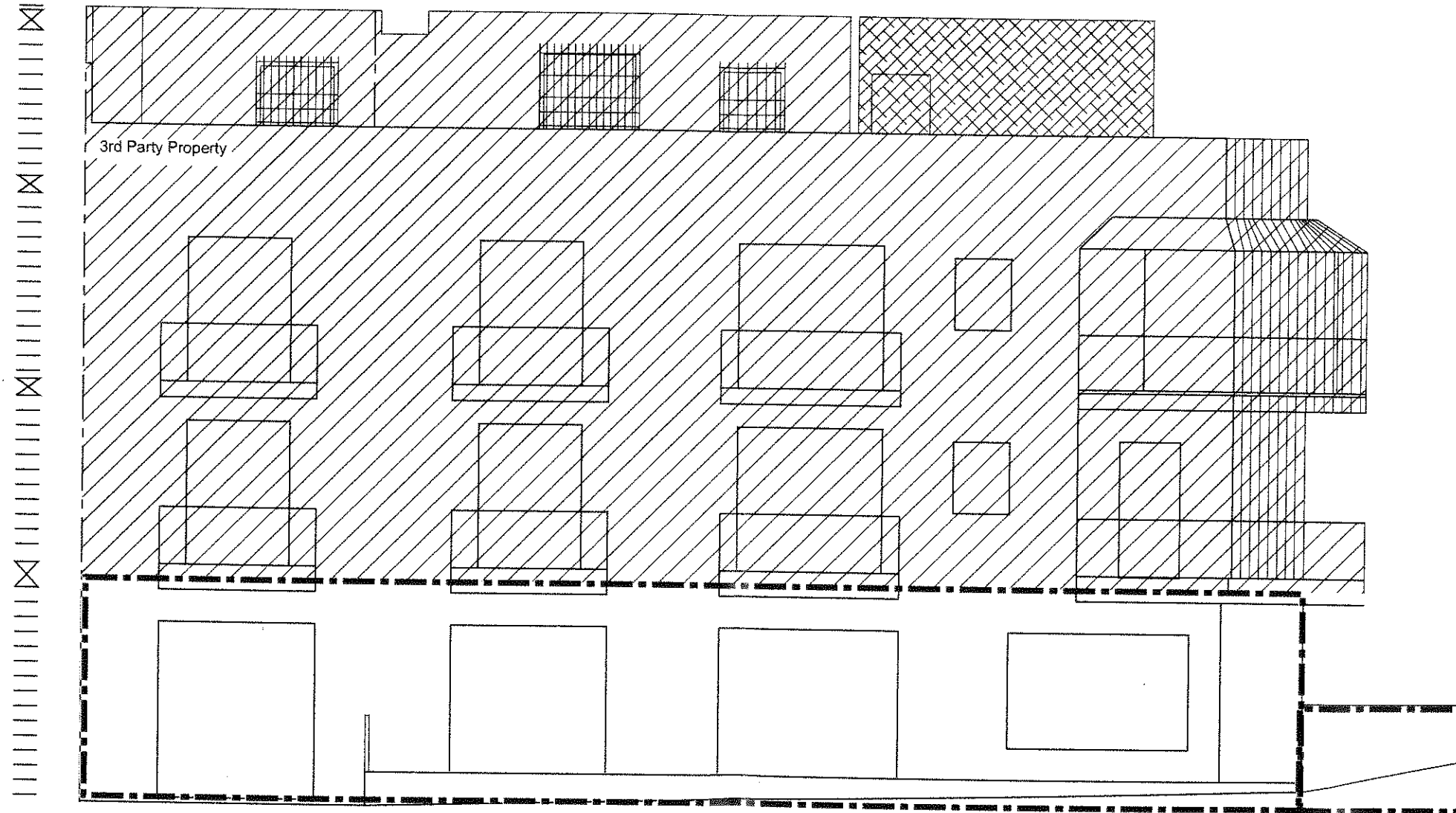
Client :
 Subbasta Prim Awala Civili

Project Title :
 Cote D'Azur Restaurant, Marsascala



Drawing :
 EXISTING SECTION XX

Job No. : 0105	Drawing No. : AL(2) 03
Date : 10.06.2021	Scale : 1:100 (A3 SHEET)



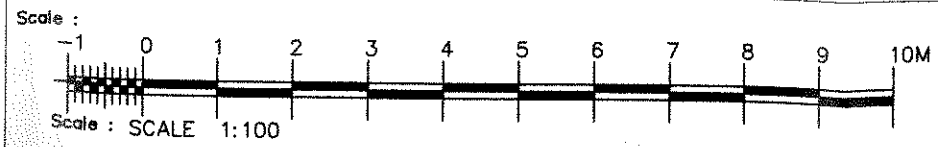
EXISTING ELEVATION ON TRIQ TAL-BUTTAR
SCALE 1:100

Project: Cote D'Azur
 M. A. (Hons), M.Sc. Structural Engineering (Surrey, UK), A.&C.E.
 ARCHITECT & CIVIL ENGINEER
 42, Il-Ferha, Triq Karlu Maratta, Tarxien TXN 2353
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 Tel.:(356) 21800341 Mob. (356)79046730

Client :
 Subbasta Prim Awala Civili

Project Title :
 Cote D'Azur Restaurant, Marsascula



Drawing :
 EXISTING ELEVATION ON
 TRIQ TAL-BUTTAR
 Job No. : 0105 Drawing No. : AL(2) 04
 Date : 10.06.2021 Scale : 1:100 (A3 SHEET)



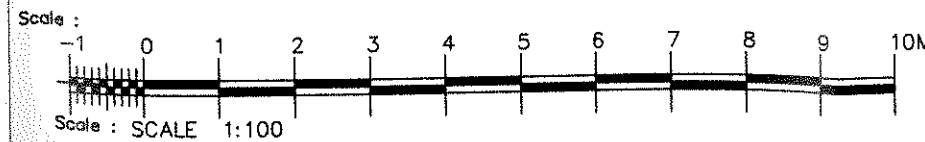
EXISTING ELEVATION ON TRIQ SANT'ANTNIN
SCALE 1:100

Karl Cutajar
 ARCHITECT & CIVIL ENGINEER
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 42, Il-Ferha, Triq Karlu Maratta, Tarxien TXN 2353
 Tel: (356) 21800341 Mob: (356) 79046730

Client :
 Subbasta Prim Awala Civilli

Project Title :
 Cote D'Azur Restaurant, Marsascala



Drawing :
 EXISTING ELEVATION ON
 TRIQ SANT'ANTNIN
Job No. : 0105 **Drawing No. :** AL(2) 05
Date : 10.06.2021 **Scale :** 1:100 (A3 SHEET)

DOK 'E'

Pjanta mir-Registru ta' l-Artijiet, Skeda 8 u rcevuta ta'
spejjez.



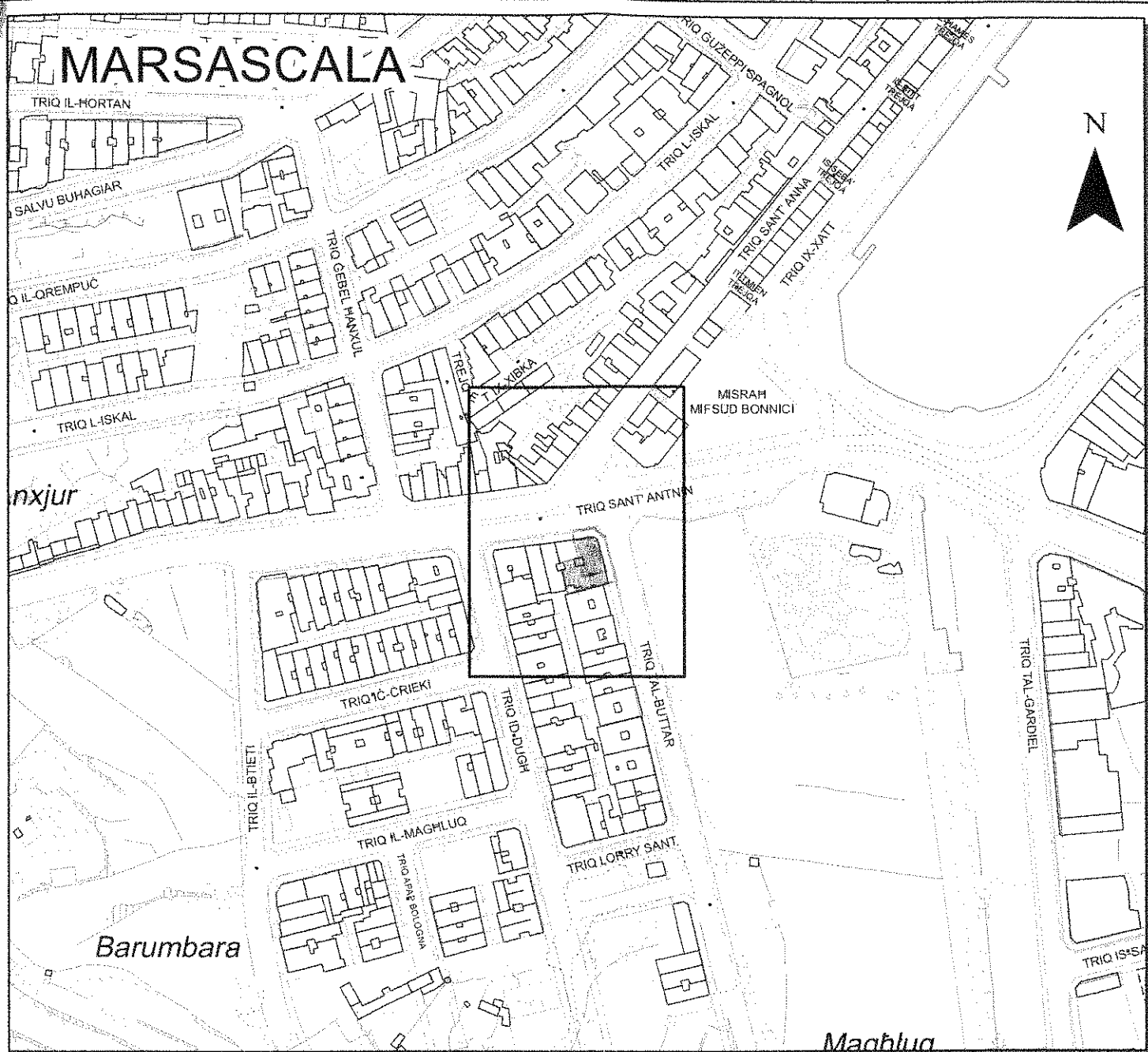
Scale 1:500

Scale 1:500



LEGEND

- A FULL OWNERSHIP AT GROUND, FIRST & ALL OTHER LEVELS
- B FULL OWNERSHIP AT GROUND FLOOR LEVEL ONLY.
- C FULL OWNERSHIP AT GROUND & BASEMENT LEVEL ONLY.



Pjanta tas-Sit 1:2500 Site Plan

Aġenzija 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: 218221 E	Pożizzjoni Ċentrali: x = 60376	Parti min S.S.: 6069	Data: 14/06/2021
Map Number:	Centre Coordinates: y = 69001	Extracted from S.S.:	Date:

Perit: **KARL CUTAJAR**
Architect:

Timbru tal-Perit:
Architect's Stamp:

KC
Perit Karl Cutajar
B.E. & A. (Hons.), M.Sc. Structural Engineering (Surrey, UK), A. & C.E.
ARCHITECT, CIVIL & STRUCTURAL ENGINEER
42, Il-Ferha, Triq Kartu Maratta, Ta' Xgħir TXN 2353
Tel: 21800941 / 21964646 Mob: 79046730

Qies (metri kwadri): *circa 220 sq. m (Basement)*
Area (square metres): *circa 420 sq. m (Ground Floor)*

Firma ta' l-Applikant:
Applicant's Signature:

LR 215047

Dritt imħallas
Fee Paid



EIGHTH SCHEDULE

PHYSICAL ATTRIBUTES OF IMMOVABLE PROPERTY

Locality	MARSASCALA.
Address	COTE D'AZUR RESTAURANT TRIQ TAL - BUTYK C/W TRIQ SANTI ANTONIN MARSASCALA.
Total Footprint of Area Transferred*	circa 640 sq.m.

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 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	✓ Restaurant	
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 checked="" type="checkbox"/> With Garden	<input type="checkbox"/> With Pool	<input type="checkbox"/> With Lift	<input checked="" 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: 20th June 2021

Perit's Signature: 

Warrant Number: 655

Rubber Stamp:

Perit Karl Outajar
B.E. & A. (Hons.), M.Sc. Structural Engineering (Surrey UK), A. & C.E.
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42, Il-Ferha, Triq Karli Maratta, Luqa TXN 2050
Tel: 21800341 / 21801010 Fax: 79846730

KARL CUTAJAR
MONTSERRAT
TRIQ MARJANU GERADA, TARXIEN
TARXIEN
TXN 1627
Malta

Cash Sale

14/06/2021

218221E

No of Copies	1
Fee Per Site Plan	€6.00

Total	€6.00

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

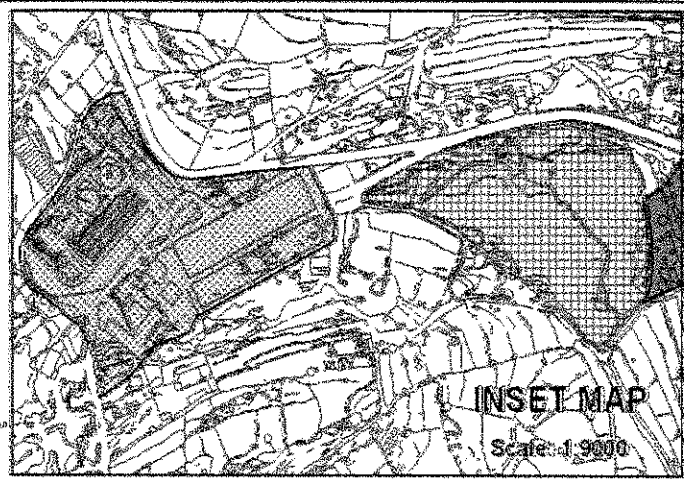
Tel: +356 21239777, 25904700

Email: enquirieslandregistry@gov.mt

www.landregistryplans.gov.mt

DOK'F'

L-iskemi tal-Awtorita' ta' l-Ippjanar.



SOUTH MALTA LOCAL PLAN



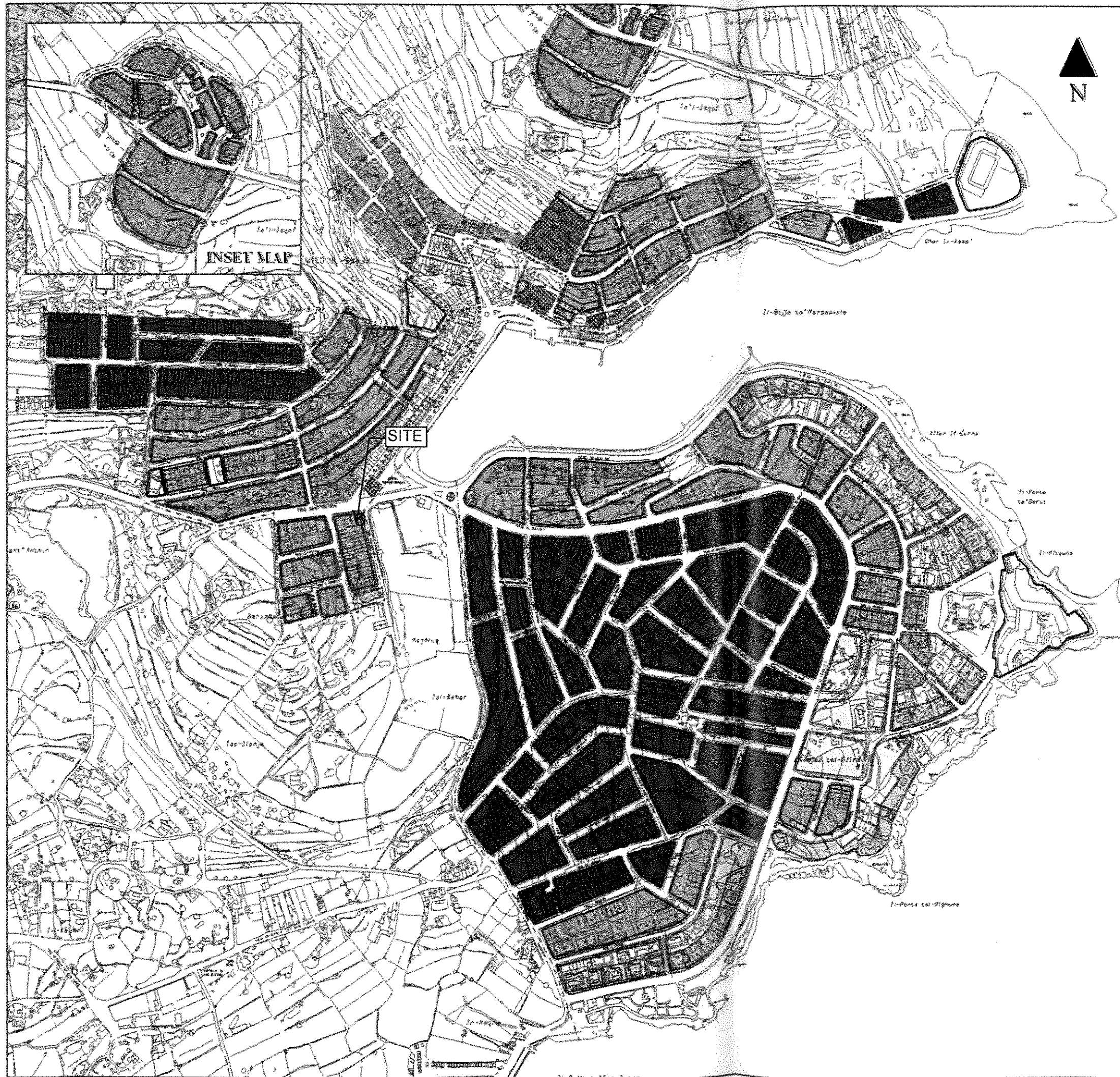
L-Awtorità ta' Malta Din li-Anqas ta' l-Ippjanar
 Malta Environment & Planning Authority

- Key**
- Limits to Development
 - Scheme Alignment
 - Urban Conservation Area - SMC0 01
 - Road Alignment Change - SMD0 07
 - Residential Area - SMD0 02, SMD0 04
 - Residential Priority Area - SMD0 02
 - Educational Facilities - SMD0 10, SMD0 05
 - Area Safeguarded for Expansion of School - SMD0 10
 - National Park - SMD 15
 - Green Area - SMD 04
 - Public Urban Open Space - SMD 04, SMD 02
 - Church / Chapel
 - Heritage Sites - SMD0 13
 - Entertainment Priority Area - SMD0 01, SMD0 15, SMD0 01
 - Tourist Development Subject to a Development Brief - SMD0 15
 - Local Centre - SMD0 02
 - Yacht Marina / Maritime Related Uses (Use Class 10) - SMD0 04
 - Social and Community Facility - SMD0 04
 - Sports Facilities - SMD0 05, SMD0 04 (Ex - National Swimming Pool Site)
 - Footpaths - SMD0 06
 - Site to be developed as per Policy SMD0 14

- INSET MAP**
- Waste Management Facility - SMD0 12
 - Recreational Area - SMD0 09

Marsascala - North Policy Map

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



SOUTH MALTA LOCAL PLAN



L-Awtorizzazzjoni ta' Malta Dwar l-Ambjent u l-ippjanar

Malta Environment & Planning Authority

Key

- - - Limits to Development
- Scheme Alignment
- Urban Conservation Area
- [Pattern] Farmstead - 1 floor plus semi basement
- [Pattern] Villa Area - 2 floors plus semi basement
- [Pattern] 2 Floors
- [Pattern] 2 floors plus basement
- [Pattern] 2 floors plus semi basement
- [Pattern] 2 floors plus recessed 3rd floor
- [Pattern] 3 floors plus basement - Subject to Policy SMC0 01
- [Pattern] 3 floors plus semi basement
- [Pattern] 4 floors
- [Pattern] 4 floors plus semi basement
- [Pattern] Not to exceed existing height
- [Pattern] As per policies SMDIS 03, SMDIS 10, SMDIS 14 & SMDIS 15

Remarks
 The relevant height limitation shall not be applicable to mandatory green spaces, urban open spaces, courtyards, front or back gardens or other open spaces ancillary to urban development.

Marsascala Building Heights

Scale: 1:6500	Date: July 2006	Map: MS 3
INDICATIVE ONLY		
Not to be used for measurement or direct interpretation Maps to be used in conjunction with Policy Document		

Base Maps - 1988 Survey Sheets
 Copyright Mapping Unit, Malta Environment & Planning Authority

DOK 'G'

Lista ta' permessi ta' l-Iżvillup li ġew approvati fuq s-sit.

PA Case Details

Planning Application Case Details

Result output on 27 May 2021

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/07112/05
Location of development:	Cote D'Azur, Triq Sant Antrnin, Marsascala
Description of works:	To sanction the construction of basement underneath part of restaurant and to carry out additions and alterations at existing restaurant M'Scala.
Applicant:	Mr George Cauchi
Architect:	Perit Joe Cassar
Reception date:	10 November 2005


Initial Processing


Validation Date:	06 January 2006
Target Date:	07 September 2006
Application Type:	Full development permission

Case Category:	Within Development Zone
-----------------------	-------------------------

Publication	
Site Notice Image:	 (../MultipleImaging/MultipleImaging.aspx?Index=85&Syskey=PA/07112/05)
Publication Date:	22 April 2006
Representation Expiry Date:	07 May 2006

Recommendation	
Recommended Decision:	Grant Permission
Case Officer Report:	 Purchase Case Officer Report (pdfreport?cfr=PA/07112/05 &SystemKey=101590&PrintoutType=COR)
Report Last Updated:	23 June 2006

Decision	
Decision:	Grant Permission
Decision Date:	07 August 2006
Decision posted date:	27 October 2006
Decision Notice:	 Purchase Decision Notice (pdfreport?cfr=PA/07112/05 &SystemKey=101590&PrintoutType=DCN)

Further Information	
Board Minutes:	 View Board Minutes (pdfreport?cfr=PA/07112/05 &SystemKey=101590&PrintoutType=BMIN)

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The Green Way (/en/the-green-way)

MASP Awards (<http://www.maspawards.com>)

Valletta Grant Scheme (/en/vallettamarsamxett)

Short Evening Lectures (https://issuu.com/planningauthority/docs/evening_lectures_brochure_2018?e=0)

Procurement

- [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 \(/en/tenders\)](#)

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DOK 'H'

Kuntratt ta' l-akkwist datat 10 ta' Settembru 1992, fl-atti
tan-Nutar Dottor Joseph Tabone u l-esponenti.

*Joseph Tabone
Notary Public
and notary bus*

000326

Number 293
LOAN and
SALE
SUBROGATION
of Rights
Enrolled. 17/05/92

Id 16577/92 (VIB)

16585/92

R: 5069/92

R: 5070/92

n: 1587/93 (15399/98)

n: 1587/93 (1127/97)

Before me Doctor of Laws Joseph Tabone, Notary Public in Malta, have personally appeared after having verified their identity:

Austin Grech senior manager son of Vincent and Elizabeth nee Mifsud born and residing at Sliema Malta with identity card number 909444M appearing hereon for and on behalf of the Valletta Investment Bank Limited a limited liability Company registered and incorporated in Malta and licensed to carry on the business of banking in terms of the Banking Act Cap 215 hereinafter referred to as the Bank

Of the one part, Joseph Sammut in business son of Francis and Maria nee Borg born and residing at Birkirkara with identity card number 77740M hereinafter referred to as the vendor.

Of the other part, George Cauchi in business son of Victor and Maria nee Mifsud born in Luqa and residing at Tarxien with identity card number 198059M appearing hereon for and on behalf of Geonike Limited a limited liability Company registered and incorporated in Malta as duly authorised by a resolution of the Board of Directors hereto annexed marked Document A hereinafter referred to as the borrower or buyer and in his personal capacity and his wife Rosette sive Rose daughter of Carmelo Borg and Carmela nee Busuttil born in Paola and residing at Tarxien with identity card number 116558M hereinafter referred to as the sureties.

Doctor of Laws Louis Mario de Gabriele advocate son of Henry and Carmen nee Galea born in Pieta and residing at Balzan with identity card number 136664M appearing hereon in the name for Bank of Valletta Limited as duly authorised hereinafter referred to as the creditor

Monica Chetcuti unmarried daughter of John

NOTARY TO GOVERNMENT
MALTA

and Pauline nee Scicluna born and residing at attard with identity card number 786252M in the name for and on behalf of Lofombus Corporation Limited duly authorised hereinafter referred to as the Corporation.

Whereas by a deed in my records of the fourteenth September nineteen hundred and eighty eight the borrower was granted a loan for the amount of five thousand Maltese liri (lm5000) by the creditor with interests at the maximum rates allowed by law and on such other terms and conditions as are stipulated in the same deed inscribed in the Public Registry in Volume letter I number fifteen thousand four hundred of the year nineteen hundred and eighty eight (15400/88) The creditor declares that the amount still outstanding and due to it in virtue of this loan amounts to Maltese liri

And whereas by another deed in my records of the sixth October nineteen hundred and eighty seven the borrower was granted a loan by the Corporation for the amount of nine thousand Maltese liri (lm9000) with interests at rates not exceeding the maximum rate allowed by law and under such other terms and conditions as are stipulated in the deed inscribed in the Public Registry in Volume letter I numbered eleven thousand eight hundred and seventeen of the year nineteen hundred and eighty seven (11817/87) The Corporation declares that the amount still outstanding and due to it by virtue of this loan amounts to seven thousand one hundred and forty six Maltese liri and thirty cents.

Now therefore in the first place;

By virtue of this deed the Bank relying on the representations and warranties made by the borrower in the separate "general terms and conditions regulating loans agreement" (hereinafter referred to as the 'agreement'), and which is hereto annexed and marked Document B and subject to the overriding conditions of this deed and the agreement grants on loan to the borrower which accepts the sum of sixty thousand Maltese liri (lm60000)

This loan is being granted by the Bank and accepted by the borrower on the following terms and conditions:

NOTARY TO GOVERNMENT

000428

The obligation of the Bank under this deed is to make available to the borrower the said principal amount of Lm60000 for drawdown, out of which the borrower hereby delegates the Bank which accepts, to pay the amount of Lm⁶ to the creditor, and the amount of Lm⁶ to the Corporation, later on on this deed, in full and final settlement of the borrower's indebtedness with the creditor and the Corporation emanating from the notes of hypothec abovementioned, pending subrogation of rights.

The borrower further delegates the Bank, which accepts, to pay the remaining balance of the loan being made available by virtue of this deed, in the amount of Maltese Lira² to the vendors in the second part of this deed as part of the purchase price of the undermentioned property at Marsascala.

The borrower shall pay interest on each advance at the rate of eight per cent per annum or at any higher rate allowed by law, on daily debit balances which will be debited at semi-annual intervals in arrears.

The Bank reserves the right to maintain a separate account in the name of the borrower, for the charging of interest there-to. Any such action which the Bank may opt to take shall have no detrimental effect on the security and overall position of the Bank, and the Bank will continue to enjoy the same rights as if interest has been charged to the relative loan account on which such interest has been charged.

No part of any payment made by the borrower shall be treated as a repayment of principal until all due or accrued interest has been paid, unless the Bank at its sole discretion elects otherwise.

A reduction or increase in the rate of interest (other than due to a change in prime rate) may be made by the Bank to take effect from such prospective date as the Bank shall decide, provided that the Bank shall give the borrower at least five days' notice of such change.

The borrower shall have the right, for three months after being duly notified of

031429

an increase in the rate of interests aforesaid, to prepay the facility in terms of the prepayment provisions hereunder.

The borrower hereby binds itself to pay to the Bank all amounts of interest due and payable during the four months starting from the date of first drawdown, on the thirtieth day of September notwithstanding that no repayment of principal will be effected during this period.

The borrower shall repay this facility in full within ten years from the date of the first drawdown but shall under all circumstances be fully repaid by the fifteenth September two thousand and two unless otherwise accelerated in terms of this deed or the agreement in which case the loan will become due and payable in terms of the provisions of the agreement.

The borrower shall repay the loan by quarterly instalments of two thousand and two hundred Maltese liri, each inclusive of interest, without prejudice to the above provisions relating to the payment of interests during the period of moratorium the first instalment shall become due four months after first drawdown.

The parties hereby agree that the amount of quarterly instalments, mentioned above, shall be modified in the event that the interest rate charged in virtue of this deed be changed according to the provisions of this deed, or for any other reason at the Bank's sole discretion.

The borrower may prepay the loan after the end of the drawdown period in whole or in part together with all the interest accrued up to the date of prepayment, and any other sum then payable under this deed, provided that the Bank shall have received from the borrower not less than three days notice of its intention to effect such prepayment, specifying the amount to be prepaid and the date when such prepayment shall be effected.

Every notice of prepayment shall be effective only on actual receipt by the Bank, shall be irrevocable and shall oblige the borrower to make and the Bank to accept such prepayment on the date specified in the notice. The Bank shall have the right, to charge a premium, up to a maximum of

NOTARY TO GOVERNMENT

one per cent of the amount prepaid by the borrower. any such premium may at the sole discretion of the Bank be deducted from the proceeds of the prepayment and the borrower shall therefore only be credited with the residual amount after the deduction of such premium.

000430

The borrower shall pay to the Bank all fees and expenses mentioned in the letter of sanction and all other legal and out of pocket expenses, reasonably incurred by the Bank in contemplation of, or otherwise in connection with this loan, the enforcement of or preservation of any rights under this deed, or otherwise in respect of moneys owing under this deed together with interest at the rate referred to in this deed from the date on which the borrower has been duly notified of such expenses to the date of effective payment thereof.

The borrower shall pay all stamp, documentary, registration or other duties or taxes imposed on or in connection with this deed or the security therefore, and shall indemnify the Bank against any liability arising by reason of any delay or omission by the borrower to pay such duties or taxes.

All payments to be made by borrower under this deed shall be made in full without any set-off or counterclaim whatsoever and free from any deductions or withholdings, in Maltese liri on the due date to the account of the borrower with the Bank.

When any payment under this deed would otherwise be due on a day which is not a banking day, the due date for payment shall be extended to the next following banking day, unless such banking day falls in the next calendar month in which case payment shall be made on the immediately preceding banking day.

Any certificate of the Bank as to any rate of interest or any amount payable under this deed shall, in the absence of manifest error, be conclusive and binding on the borrower.

The Bank shall only allow drawdown and its obligation to allow such drawdown of this facility and make advances hereunder, shall only become effective and operative after it is satisfied that the conditions

precedent mentioned in the agreement and the letter of sanction have been fulfilled and satisfied.

000431

The parties hereto declare that this loan is being made subject to the general terms and conditions of loan agreement duly signed and executed by the parties, which forms an integral part of this deed and which is being annexed hereto and marked Document B. The borrower hereby declares that he has duly read and understood the content and import of the agreement.

In security of the repayment of the advances made available to it under this deed and the payment of all sums that may be due hereunder as well as in warranty of the proper observance of all the obligations under this deed and the agreement, the borrower hereby constitutes in favour of the Bank which accepts a general hypothec for lm60000 over all its assets present and future as well as a special hypothec for lm50000 and a special privilege for fifty five thousand eight hundred and six Maltese liri (lm55806) over the undermentioned property at Marsascala

As further security for the repayment of the advances made available to the borrower under this deed and the payment of all sums that may be due hereunder as well as in warranty of the proper observance of all the obligations under this deed and the agreement, appearer George Cauchi propio and in the name for and on behalf of his wife Rose Cauchi hereby bind themselves as sureties in solidum with the borrower (but not between themselves) and in support of their joint and several obligation the said George Cauchi propio and in the name of his wife Rosette Cauchi hereby constitutes in favour of the Bank which accepts a general hypothec over all their assets present and future together with a special hypothec over Casa Rosetta Triq il-Kurunell Mas Tarkien as bounded on the west by said street north by property of grazio Farrugia and south by property of George Calleja for the amount of lm60000 and interests thereon.

The borrower and sureties hereon further undertake in favour of the Bank which accepts to refrain from letting, subletting, assigning any lease, charging, hypothecating or otherwise transferring

NOTARY TO GOVERNOR

any rights relating to the property charged/hypothecated in favour of the Bank, or any part thereof, without the prior written consent of the Bank.

030432

The borrower further undertakes in favour of the Bank that accepts to refrain from declaring/paying dividends to the shareholders of the Company, repaying shareholders' loans made available to the Company and from incurring any substantial capital expenditure without the prior written consent of the Bank.

Appearer Advocate Louis Mario de Gabriele nominee, now postpones in favour of the Bank, all its rights emanating from the note of general and special hypothec registered at the Public Registry numbered eleven thousand one hundred and twenty seven of the year nineteen hundred and eighty seven (Ip11127/87) arising from a deed in my records dated nineteen hundred and eighty seven and fifteen thousand three hundred and ninety nine of the year nineteen hundred and eighty eight (Ip15399/88) arising from a deed in my records dated fourteenth September nineteen hundred and eighty eight over the property being purchased in the second part of this deed, whilst retaining firm valid and effective its rights emanating from the said hypothecary notes over all other property of the borrower.

The Bank shall be under no obligation whatsoever to make its commitment to the borrower or allow any drawdown of the facility before all security is in place including also all other security documentation detailed in the sanction letter dated twenty seventh March nineteen hundred and ninety two.

In virtue of the second part of this deed, the vendor is assigning, transferring and selling to the buyer who is accepting, acquiring and buying, the four contiguous unnamed and unnumbered, underlying third party property now interconnected and converted into a restaurant named Cote d'Azur in Triq il-Buttar corner with Triq Sant Antnin Marsascale. Said garages are built on plots numbered two hundred and eleven, two hundred and twelve and two hundred and thirteen of the land known as Il-Barumbara sive Il-Maghlug of the approximate size of five hundred and thirty

000433

one point one nine square metres of building area and five hundred and twenty seven point six three square metres intended as road area as bounded on the north by Saint Anthony Street on the east by a new unnamed road and on the west by property of Barumbara Limited subject to Maltese liri annual and perpetual groundrent otherwise free and unencumbered with all its rights and appurtenances.

X This sale is being made and accepted in consideration of the price of sixty thousand Maltese liri, which are being paid presently as to lm by the Bank as delegated earlier on on this deed and the balance by buyer and vendor issues full and final receipt therefor. X

Vendor guarantees in favour of buyer who accepts, this sale in terms of law with a general hypothecation of all his property present and future.

Vendor guarantees in favour of buyer, that all expenses relative to said property, including road and drainage contribution, building permits and party walls have all been settled.

Fees and expenses in connection with this deed are being paid by buyer

For the purposes of Act number forty seven of the year nineteen hundred and seventy three, I the undersigned Notary declare that, this transfer is not chargeable because vendor acquired said property in virtue of deed published by Notary Doctor dated nineteen hundred and ninety.

Stamp duties payable on this deed amount to two thousand one hundred and thirty Maltese liri

In the third part of this deed, the Bank in execution of the delegation made earlier on in the first part of this deed by the borrower now pays:

(a) the amount of lm to the creditor in full and final settlement of the indebtedness of the borrower in favour of the creditor, emanating from the hypothecary notes abovementioned, and the same creditor whilst accepting the said payment and tendering due receipt according to law in full and final acquittance, hereby reduces

NOTARY TO GOVERNMENT
MARTIN

000434

the effect of the note of general and special hypothec inscribed in the Public Registry numbered Ip15400/1988 up to the amount of Im^{7146.30c} and subrogates the Bank which accepts in all its hypothecary rights as reduced emanating from said note of hypothec.

(b) the amount of Im7146.30c to the Corporation in full and final settlement of the indebtedness of the borrower in favour of the Corporation, emanating from the hypothecary notes abovementioned, and the same Corporation whilst accepting the said payment and tendering due receipt according to law in full and final acquittance, hereby reduces the effect of the note of general and special hypothec inscribed in the Public Registry numbered Ip11817/1987 up to the amount of Im^{7146.30c} and subrogates the Bank which accepts in all its hypothecary rights as reduced emanating from said note of hypothec.

Done, read and published after the contents hereof have been duly explained by me to the parties, in Malta Valletta Saint Christopher Street number *on hundred and thirty five.*

- (1) add: *one thousand and thirty five Maltese lire twenty eight cents no. mille (Ln 1030.98c 6m)*
- (2) *two words cancelled*
- (3) add: *Ln 1030.98c 6m*
- (4) add: *Ln 7146.30c*
- (5) add: *fully one thousand eight hundred and thirty five*
- (6) add: *twenty five cents five mille (Ln 51822.71c 4m)*
- (7) *two words and number cancelled by Ln 51822.71c 4m*
- (8) *eight words cancelled*
- (9) *two words cancelled*
- (10) add: *fifteenth hundred*
- (11) add: *page*
- (12) *two words cancelled*

- (13) add: In 51 P 22. 71c 4m
- (14) add: Paul Publican
- (15) add: Mrs. J. J. Jones
- 002 (16) on card re: attached by register
- (17) add: 1030. 98c 6m
- (18) add: 1030. 98c 6m
- (19) add: 7146. 30c

[Handwritten signature]

P. Lamb.

C. Carr

Spencer

Samuel

Thomas

[Large handwritten signature]

NOTARY TO GOVERNMENT

4-18-19

7 CO.

DOK 'J'

Kopja tar-riċerki tal-attiv u l-passiv tal-intimati

300 QV21 - 0 RD54 George

RIC1
R75+ - George C.
FOS track - YES



Searches Unit,
Archbishop Street,
Valletta
Tel No: 25904400
Email: pubsearches@identitymalta.com

INVOICE

Priority

BOV	Invoice No.	296530
Bank Of Valletta	Reference:	4577
Contact Number: 22755648	Date Issued:	30 September 2019

Orders

Order Number	Main Criteria
671154	GEOMIKE CO LTD.

Number Of Searches	1	€	31.70
Number Of Notes	29	€	185.60
GPP	0	€	0.00
D/M	0	€	0.00
D/P	0	€	0.00
Common Notes	0	€	0.00
Total Search Fee		€	217.30



Searches Unit,
Archbishop Street,
Valletta

No Remarks

Order 671154 Front Page (Priority)

Name GEOMIKE CO LTD.

Spouse

Father

Mother

ID Card C8820 Birthplace Date Of Birth

Liabilities From 01/01/1989 To 25/09/2019 Malta & Gozo

Transfers From 11/06/1987 To 25/09/2019 Malta & Gozo

Fidi N/A No Different Maternity

Search Results

Note Type	Note Year	Note Num.	V	D/P	D/M	I
H	1992	16587	R	2005	6133	
			(RC)	2008	4370	
H	1993	7678	R	2005	6133	
			(RC)	2008	4370	
H	1999	17005	R	2005	6133	
			(RC)	2008	4370	
H	2000	1743	R	2005	6133	
			(RC)	2008	4370	
H	2005	12857	(RC)	2008	4370	
(H)	2008	20276				
H	2008	20277				
H	2010	8933				
H	2014	20389				
H	2017	1704				
H	2017	2033				
H	2017	2034				
H	2017	2035				
H	2017	2910				
H	2017	2911				
H	2017	2912				
H	2017	2913				
H	2017	3982				
H	2018	7154				
H	2018	7171				



Searches Unit,
Archbishop Street,
Valletta

No Remarks

H	2018 7935
I	1992 13249
X	2010 18
X	2012 64

Nota għal iskrizzjoni ta' Privilege and hypothec

Remarka
(għall-użu
ufficjali biss)



Kreditur
Valletta Investment Bank Limited

Debitur: Geonika Limited - principal debtor
George Cauchi in business son of Victor and Maria nee
Mirna Doin in Luqa and his wife Rosetta sive Rose
daughter of Carmelo Borg and Carmela nee Busuttil born in
Paola and both residing at Tarzian - joint and several
sureties with the principal debtor but not between themselves

Kreditur: Sixty thousand Maltese liri (lm60000) granted on loan by
creditor to principal debtor out of which sum the creditor
as delegated by the principal debtor paid fifty one thousand
eight hundred and twenty two Maltese liri seventy one cents
four mills to vendor for the purchase of the undermentioned
property at Marsascala which sum is repayable on demand
with interest at rates not exceeding the maximum rate allowed
by law and subject to all the other conditions mentioned in
the deed including the undertaking by the principal debtor
and the sureties to refrain from letting subletting assigning
any lease, charging hypothecating or otherwise transferring
any rights relating to the undermentioned property as per
deed in my records dated tenth September nineteen hundred
and ninety two

Kawza ta' Preferenza General hypothec and special hypothec for the full
amount of lm80,000 and a special privilege for lm51822.71c4m
on the four contiguous unnamed and unnumbered garages under-
lying third party property now interconnected and converted
into a restaurant named Cote d'Azur in Triq il-Buttar
corner with Triq Sant Antnin Marsascala built on plots
numbered two hundred and eleven two hundred and twelve and
two hundred and thirteen of the land known as Il-Barumbara
sive Il-Magħluq which are bounded on the north by Saint
Anthony Street on the east by a new unnamed road and on the
west by property of Barumbara Limited as regards the prin-
cipal debtor
General hypothec and a special hypothec for the full
amount of lm60000 over the unnumbered house named Casa
Rosetta in Triq il-Kurupell Mas Tarzian which is bounded

17 SETTEMBRU 1992

(Direktur)

229

Notar Jos
(Firma ta)

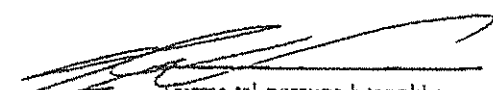
Remark (għall-uzu uffiċjali biss)	
Kreditur	
Debitur	
Kredtu	
Kawza ta' Proterenza <p>on the west by said street north by property of Grazio Farrugia and south by property of George Callejja as regards the sureties; the said house in Tarxien belongs as to an undivided one half share each to each one of the sureties</p>	

17 SETTEMBRU 1992

Illum ta' 19


 (Direttur)

230


 (firma tal-persuna li tapplika)

NOTA TA' RIFERENZA.

Riferenza Nru.

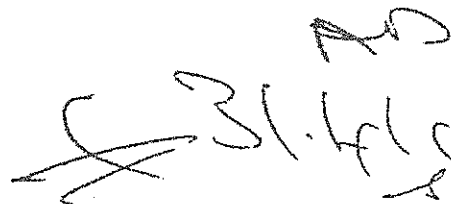
TITOLU:

Kancellament

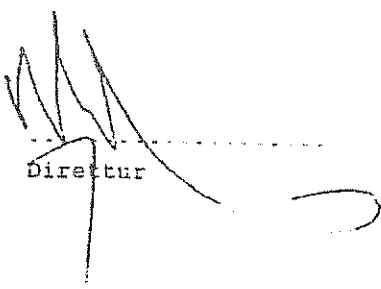
C4370

- I. 11,127/1987;
- I. 11,817/1987;
- I. 15,399/1988;
- I. 15,400/1988;
- I. 1,743/2000;
- I. 16,587/1992;
- I. 7,678/1993;
- I. 17,005/1999;
- I. 12,857/2005.

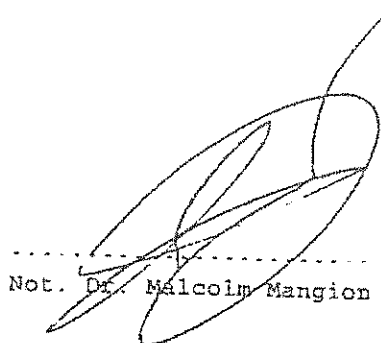
B'att tieghi tas-sitta (6) ta' Gunju tas-sena elfejn u tmienja (2008) l-kreditur ta l-kunsens tieghu ghall-kancellament tad-dikontru krediti.



16 JUN 2009



Director



Not. Dr. Malcolm Mangion

Nota għal iskrizzjoni ta' Hypothec

Numru Progressiv 7678

Rimark:
(għall-użu
uffiċjali biss)

Kreditur
Valletta Investment Bank Limited

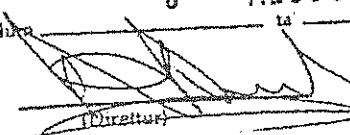
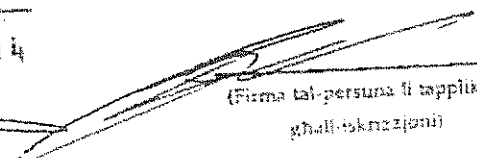
Debitur: Geomike Limited - principal debtor
George Sauchi in business son of Victor and Maria nee
Milsud born in Luqa and his wife Rosette sive Rose daughter
of Carmelo Borg and Carmela nee Musutti born in Paola
and both residing at Tarxien - joint and several sureties
with the principal debtor but not between themselves

Kreditu Sixty thousand Maltese liri (lm60000) granted on loan by
creditor to principal debtor out of which sum the creditor
as delegated by the principal debtor paid fifty one thousand
eight hundred and twenty two Maltese liri seventy one cents
four mills to vendor for the purchase of the undermentioned
property at Marsascala which sum is repayable within ten years
from date of deed with interest at rates not exceeding the
maximum rate allowed by law and subject to all the other
conditions mentioned in the deed including the undertaking by
the principal debtor and the sureties to refrain from letting
subletting assigning any lease charging hypothecating or
otherwise transferring any rights relating to the undermentio-
ned property as per deed in my records dated tenth
September nineteen hundred and ninety two. This note has
already been inscribed in the Public Registry numbered

Kawża ta' Preferenza: General hypothec and special hypothec for the full
amount of lm60000 and a special legal hypothec for lm51822.71c
4m on the four contiguous unnamed and unnumbered garages
underlying third party property now interconnected and
converted into a restaurant named Cote d'Azur in Triq il-
Buttar corner with Triq Sant Antnin Marsascala built on plots
numbered two hundred and eleven two hundred and twelve and
two hundred and thirteen of the land known as Il-Barumbara
sive il-Magħluq which are bounded on the north by Saint
Anthony Street on the east by new unnamed road and on the west
by property of Barumbara Limited as regards the principal
debtor

General hypothec and a special hypothec for the full amount of
lm50000 over the unnumbered house named Casa Rosetta in Triq
il-Kurunell Mas Tarxien which is bounded on the west by said

6
103
Joseph Tabone
(Firma tal-persuna li tapplika
għall-iskrizzjoni)

Remarki (ghall użu ufficjali biss)	
Kreditur	
Debitur	
Kreditu	<p>sixteen thousand five hundred and eighty seven of the year nineteen hundred and ninety two where it was erroneously stated that the loan is repayable on demand whereas it is repayable within ten years</p>
kawza ta' Preferenza	<p>street north by property of Gracie Farrugia and south by property of George Callejja as regards the sureties; the said house in Farrien belongs as to an undivided one half share each to each one of the sureties</p>
Mijiet  (Direttur)	6 MEJJU 1993 104  (Firma tal-persuna li tapplika ghall-iskrittura)

NOTA TA' RIFERENZA.

Riferenza Nru.

TITOLU:

Kancellament

04370

- L 11,127/1987;
- L 11,817/1987;
- L 15,399/1988;
- L 15,400/1988;
- L 1,743/2000;
- L 16,587/1992;
- L 7,678/1993;
- L 17,005/1999;
- L 12,857/2005.

B'att tieghi tas-sitta (6) ta' Gunju tas-sena elfejn u tmienja (2008) l-kreditur ta l-kunsens tieghu ghall-kancellament tad-dikontru krediti.

Handwritten signature and initials

16 JUN 2008

Handwritten signature
Direttur

Handwritten signature
Not. Dr. Malcolm Mangion

Note for the inscription of Hypothec Progressive Number

Remarks
(for official
use only)

CREDITOR: Valletta Investment Bank Limited

DEBTOR: Geomike Limited - principal debtor
George Cauchi Company Director son of Victor and Mary nee Mifsud born in Luqa and his wife Rosette sive Rose Cauchi daughter of Carmelo Borg and Carmela nee Busuttil born in Paola and both residing at Tarxien in solidum between them the sureties

CREDIT: sixty thousand two hundred and ninety one Maltese liri and sixty two cents (lm60291.62c) constitution of a debt inclusive of interest, legal fees and charges to date of deed representing outstanding balance on loan, which sum is repayable on demand with interest at rates not exceeding the maximum rate allowed by law and subject to all the other conditions mentioned in the deed published by me on the twenty first October nineteen hundred and ninety nine

Handwritten initials: LM 51

CAUSE OF PREFERENCE: General hypothec against the principal debtor and the sureties and special hypothec over the four contiguous unnamed and unnumbered garages converted into a restaurant named Cote d'Azur in Triq il-Buttar corner with Triq Sant Antnin Marsascala built on plots numbered two hundred and eleven two hundred and twelve and two hundred and thirteen of the land known as Il-Barumbara sive il-Maghluq which are bounded on the north by Saint Anthony Street on the east by new unnamed road and on the west by property of Barumbara Limited or its successors in title or more correct compass points being property of the principal debtor and special hypothec on the unnumbered house named Casa Rosetta in Triq il-Kurunell Mas at Tarxien built on a plot of land forming part of the land known as tas-Salib bounded on the west by said street on the north by property of Grazio Farrugia and on the south by property of George Callejja as free and unencumbered with all its rights and appurtenances being property of the sureties

Today

Handwritten signature of Director

Handwritten date: 21.10.1999

Handwritten signature of Notary Joseph Tabone

Who is applying for the inscription

NOTA TA' RIFERENZA.

Riferenza Nru.

TITOLU:

Kancellament

04370

- L. 11,127/1987;
- L. 11,817/1987;
- L. 15,399/1988;
- L. 15,400/1988;
- L. 1,743/2000;
- L. 16,587/1992;
- L. 7,678/1993;
- L. 17,005/1999;
- L. 12,857/2005.

B'att tieghi tas-sitta (6) ta' Gunju tas-sena elfejn u tmienja (2008) l-kreditur ta l-kunsens tieghu ghall-kancellament tad-dikontru krediti.

Handwritten signature and date: 31.4.15

RIT

16 JUN 2008

Handwritten signature
Direttur

Handwritten signature
Not. Dr. Malcolm Mangion

Note for the inscription of Hypothec Progressive Number:

1611

1743

Remarks
(for official use only)

CREDITOR Bank of Valleria p.l.c

DEBTOR: Geomike Limited - principal debtor
George Cauchi Company Director son of Victor and Mary nee Mifsud born in Luqa who appears hereon in his own name and in the name of his wife Rosette sive Rose Cauchi daughter of Carmelo Borg and Carmela nee Busuttil born in Paola and both residing at Tarxien - joint and several sureties

CREDIT: Eight thousand four hundred and fifty seven Maltese liri constitution of a debt because of overdraft facilities granted by two deeds in my records dated fifteenth September nineteen hundred and eighty seven and fourteenth September nineteen hundred and eighty eight which was duly inscribed in the Public Registry of Malta, in Volume letter I number eleven thousand one hundred and twenty seven of the year nineteen hundred and eighty seven and fifteen thousand three hundred and ninety nine of the year nineteen hundred and eighty eight which sum is repayable on demand with interest at rates not exceeding the maximum rate allowed by law and subject to all the other conditions mentioned in the deed published by me on the third February of the year two thousand

10

CAUSE OF PREFERENCE: General hypothec against the principal debtor and both sureties and special hypothec over the over the four contiguous unnamed and unnumbered garages converted into a restaurant named Cote d'Azur in Triq il-Bullar corner with Triq Sant'Annam Marassak built on plots numbered two hundred and eleven, two hundred and twelve, and two hundred and thirteen of the land known as Il-Barumbara sive il-Maghluq which are bounded on the north by Saint Anthony Street on the east by new unnamed road and on the west by property of Barumbara Limited or its successors in title or more correct compass points being properties of the principal debtor and special hypothec over on the unnumbered house named Casa Rosetta in Triq il-Kunusell Mas, at Tarxien built on a plot of land forming part of the land known as tas-Salib bounded on the west by said street on the north by property of Grazio Farrugia and on the south by property of George Callejja as free and unencumbered with all its rights and appurtenances being property of the sureties

Today RECEIVED

08 FEB 2000

Director

TODAY

Notary Joseph Tabone
Who is applying for the inscription

NOTA TA' RIFERENZA.

Riferenza Nru.

TITOLU:

Kancellament

04370

- L. 11,127/1987;
- L. 11,817/1987;
- L. 15,399/1988;
- L. 15,400/1988;
- L. 1,743/2000;
- L. 16,587/1992;
- L. 7,678/1993;
- L. 17,005/1999;
- L. 12,857/2005.

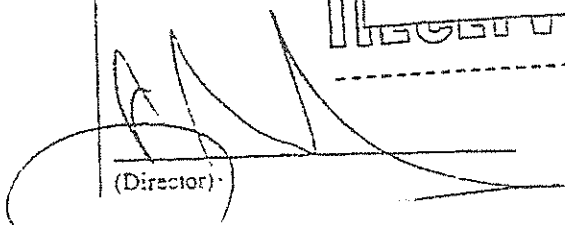
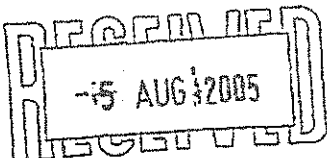
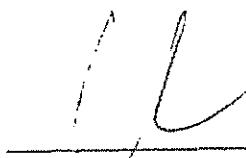
B'att tieghi tas-sitta (6) ta' Gunju tas-sena
 elfejn u tmienja (2008) l-kreditur ta l-
 kunsens tieghu ghall-kancellament tad-
 dikontru krediti.

R---

16 JUN 2008

.....
 Direttore

.....
 Not. Dr. Malcolm Mangion

Note of Inscription: Hypothec	Progressive number: 12857
Remarks (for office use only)	
<i>Creditor:</i> Bank of Valletta p.l.c.	
<i>Debtors:</i> "Geomike Limited", company registration number letter C eight eight two zero (C 8820) – <u>principal debtor</u> , and George Cauchi, in business, son of Victor and Maria nee' Mifsud, born in Luqa and residing at Tarxien, holder of identity card number 198059M - <u>joint and several surety</u> ;	
<p><i>Credit:</i> Seventy five thousand one hundred and ten Malta liri (Lm75,110), which amount the principal debtor and the surety, jointly and in solidum between themselves, acknowledged to be certain, liquid and true debtors, in favour of the creditor, and which sum is inclusive of interest and legal fees and charges thereon, out of which seventy three thousand five hundred and fifty four Malta Liri and forty-nine cents (Lm73,554.49) is capital while the sum of one thousand five hundred and fifty five Malta Liri and fifty one cents (Lm1,555.51) is interest to date of deed, and which sum represents:</p> <p>(i) overdraft and other banking facilities granted by the creditor to the debtor up to a maximum limit of eight thousand Malta liri (Lm8,000) as to the sum of five thousand Malta liri (Lm5,000) in virtue of a deed in the records of Notary Doctor Joseph Tabone dated the fifteenth (15th) day of September of the year nineteen hundred and eighty seven (1987) secured for hypothecation in the Public Registry, Volume of Hypothecs number eleven thousand one hundred and twenty seven of the year nineteen hundred and eighty seven (Vol. I. 11,127/1987), and as to an additional sum of three thousand Malta liri (Lm3,000) in virtue of another deed in the records of Notary Doctor Joseph Tabone of the fourteenth (14th) day of September of the year nineteen hundred and eighty eight (1988) secured for hypothecation in the Public Registry Volume of Hypothecs number fifteen thousand three hundred and ninety nine of the year nineteen hundred and eighty eight (Vol. I. 15,399/1988); and</p> <p style="text-align: right;"><i>Cont/...</i></p>	
<p><i>Cause of Preference:</i> A general hypothec on all the property of the principal debtor and the surety, present and future, and a Special Hypothec on:</p> <p>(i) the four contiguous unnamed and unnumbered garages, converted into a restaurant named "Cote d'Azur", in Triq il-Buttar, corner with Triq Sant Antonin, Marsascala, built on plots numbered two hundred and eleven, two hundred and twelve and two hundred and thirteen (211-212-213) forming part of the land known as Il-Barumbara sive Il-Magħluq, which are bounded on the north by Saint Anthony Street, on the east by a new unnamed road and on the west by property of Barumbara Limited or of its successors in title or more accurate boundaries, as free and unencumbered, with all their rights and appurtenances, being the property of the Principal Debtor; and</p> <p style="text-align: right;"><i>Cont/...</i></p>	
 _____ (Director)	<div style="text-align: center;">  </div> <div style="text-align: right; margin-top: 20px;">  _____ Not. Dr. Christine Abela Notary Public – Malta </div>

Note of Inscription: Hypothec Progressive number: 12857

Remarks (for office use only)

Creditor:

Debtors:

Credit: (ii) a loan facility in the sum of sixty thousand Malta liri (Lm60,000), granted by the creditor (then Valletta Investment Bank Limited) to the principal debtor, and this in virtue of a deed in the records of Notary Doctor Joseph Tabone dated the tenth (10th) day of September of the year nineteen hundred and ninety two (1992) secured for hypothecation in the Public Registry, Volume of Hypothecs number sixteen thousand five hundred and eighty seven of the year nineteen hundred and ninety two (Vol. I. 16587/92) as corrected by note of hypothec number seven thousand six hundred and seventy eight of the year nineteen hundred and ninety three (Vol. I. 7678/93).

Interest shall continue to accrue at rates not exceeding the maximum rate allowed by law, and the debt is repayable on demand, a simple request in writing by the creditor to the Principal Debtor and/or the Surety, to be deemed good and sufficient notice for this purpose, and this under all those terms and conditions as stipulated in the deed in my records of the twenty first (21st) day of July, of the year two thousand and five (2005).

The principal debtor and the surety undertook in favour of the creditor:-

- not to give any further charges over the said property even if these are to rank after the charges registered in favour of the creditor; and
- not to lease, sublet, or allow third parties to use the said property, under any title whatsoever without the creditor's prior written consent.

hmb6

7

Cause of Preference: (ii) the terraced house, officially numbered twenty eight (28), without official number, named "Rosetta", in Triq il-Kurunell Mas, Tarxien, built on a plot of land forming part of the land known as Tas-Salib, bounded on the west by the said street, on the north by property of Grazio Farrugia and on the south by property of George Calleja, or successors in title, or more accurate boundaries, as free and unencumbered, with all its rights and appurtenances, property of the Surety.

RECEIVED
- 5 AUG 2005
REGISTRY

(Director)

Not. Dr. Mary Grech Pace
Notary Public - Malta

NOTA TA' RIFERENZA.

Riferenza Nru.

TITOLU:

Kancellament

4370

- I. 11,127/1987;
- I. 11,817/1987;
- I. 15,399/1988;
- I. 15,400/1988;
- I. 1,743/2000;
- I. 16,587/1992;
- I. 7,678/1993;
- I. 17,005/1999;
- I. 12,857/2005.

B'att tieghi tas-sitta (6) ta' Gunju tas-sena elfejn u tmienja (2008) l-kreditur ta l-kunsens tieghu ghall-kancellament tad-dikontru krediti.

Handwritten signature and initials

R77

16 JUN 2008

Handwritten signature
Direttur

Handwritten signature
Not. Dr. Malcolm Mangion

Note of Inscription of HYPOTHEC Progressive Number. 20276

Remarks
(For office use only)

Creditor: Bank of Valletta p.l.c.

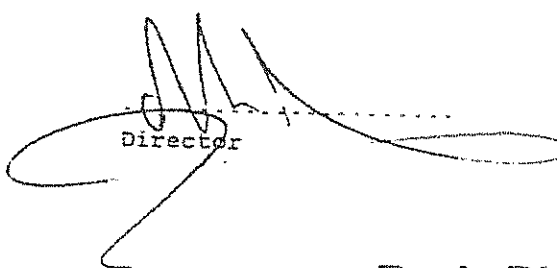
Debtor: The limited liability company "Geomike Limited", Company Registration Number C 8820 - principal debtor; George Cauchi, Company Director, son of Victor and of Maria nee Mifsud, born in Luqa and residing at Marsascala, holder of identity card number 198059(M), and his brother John Cauchi, electronics engineer, legally separated, son of Victor and Maria nee Mifsud, born in Luqa and residing at Dublin Ireland, holder of identity card number 0101257 (M) sureties in solidum and with the principal debtor

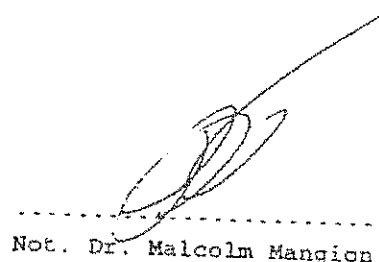
Credit: The sum of fifty five thousand Euro (€55,000), given on loan by the creditor to the principal debtor and which loan is repayable on demand with interests at the rates not exceeding the maximum rate allowed by law and under all the other conditions mentioned in the deed and this as per deed in my records of the nineteenth (19th) day of December of the year two thousand and eight (2008).

Cause of Preference: General Hypothec on all the property of the principal debtor and the sureties and Special Hypothec on on the four contiguous unnamed and unnumbered garages, converted into a restaurant named "Cote D'Azur", in Triq il-Buttar, corner with Triq Sant Antnin, Marsascala, built on plots numbered two hundred and eleven (211), two hundred and twelve (212) and two hundred and thirteen (213), forming part of the land known as "Il-Barumbara", sive "Il-Maghlug", bounded on the North by Saint Anthony Street, on the East by a new unnamed road and on the West by property of Barumbara Limited or its successors in title, or more accurate or precise boundaries, free and unencumbered, with all its rights and appurtenances, but excluding its airspace as the said property underlies third party property - property of the principal debtor.

RECEIVED

30/12/08


Director


Not. Dr. Malcolm Mangion

Dr. A. Dingli

Note of Inscription of HYPOTHEC Progressive Number 20277

Remarks
(For office use only)

Creditor: Bank of Valletta p.l.c.

Debtor: The limited liability company "Geomike Limited", Company Registration Number C 8820 – principal debtor; George Cauchi. Company Director, son of Victor and of Maria nee Mifsud, born in Luqa and residing at Marsascala, holder of identity card number 198059(M), and his brother John Cauchi, electronics engineer, legally separated, son of Victor and Maria nee Mifsud, born in Luqa and residing at Dublin Ireland, holder of identity card number 0101257 (M) sureties in solidum and with the principal debtor

Credit: The sum of three hundred and fifteen thousand Euro (€315,000), given on loan by the creditor to the principal debtor and which loan is repayable on demand with interests at the rates not exceeding the maximum rate allowed by law and under all the other conditions mentioned in the deed and this as per deed in my records of the nineteenth (19th) day of December of the year two thousand and eight (2008).

[Handwritten signature and scribbles]

Cause of Preference: General Hypothec on all the property of the principal debtor and the sureties and Special Hypothec on on the four contiguous unnamed and unnumbered garages, converted into a restaurant named "Cote D'Azur", in Triq il-Buttar, corner with Triq Sant Antnin, Marsascala, built on plots numbered two hundred and eleven (211), two hundred and twelve (212) and two hundred and thirteen (213), forming part of the land known as "Il-Barumbara". sive "Il-Maghluq", bounded on the North by Saint Anthony Street, on the East by a new unnamed road and on the West by property of Barumbara Limited or its successors in title, or more accurate or precise boundaries, free and unencumbered, with all its rights and appurtenances, but excluding its airspace as the said property underlies third party property – property of the principal debtor.

REGISTRATION

38 DEC 2008

[Handwritten signature]
Director
Dr. A. Dingli

[Handwritten signature]
Not. Dr. Malcolm Mangion

Nota għal Iskrizzjoni ta' Hypothec.

008439

Numru Progressiv-----

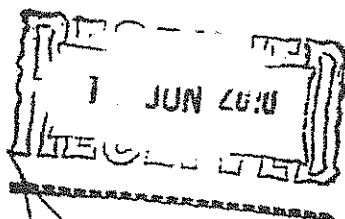
Rimarki
(għall-uzu
ufficjali biss)

Kreditur: "The General Soft Drinks Company Limited", duly registered with the Registrar of Companies by virtue of Registration Number "C" one thousand five hundred and ninety one (C1591), having its registered address at Marsa Industrial Estate, Marsa.

Debitur: "GEOMIKE Limited", registered with the Registrar of Companies by virtue of registration number C 88200, *principal debtor company*, and George Cauchi, Company Director, son of Victor Cauchi and of Maria nee Mifsud, born in Luqa and residing at number two (2), Triq il-Buttar, Marsascala, having Identity Card bearing Number 198059M, legally separated from his wife Rosette *sive* Rose Cauchi in virtue of a deed of personal separation in the records of Notary Doctor Marco Burlo' of the twenty first day of July of the year two thousand and five (21/07/2005), as *surety*.

Kreditu: Five thousand Euro (€5,000) granted on loan by the creditor company to the abovementioned debtor company, which sum loaned is to be repaid by not later than the first day of May of the year Two thousand and thirteen (01/05/2013), without interest, and with yearly instalments of not less than one thousand six hundred and sixty seven Euro (€1,667), the first yearly instalment being payable by not later than the first day of May of the year Two thousand and eleven (01/05/2011), and subsequently every year thereafter; provided further, however, that if the debtor company is in default in payment, then interest at the maximum rate allowed by law, shall automatically be due on the sum still due, until payment thereof, and the balance of loan still due shall furthermore become repayable on a simple request in writing in such an eventuality, if such is requested by the creditor-company, provided that the creditor-company shall have advised the debtor company of such default, and the creditor-company is not paid by the debtor-company within one (1) month from such notification, as per deed of Loan in my records of the fifteenth day of June of the year of Our Lord two thousand and ten (15/06/2010).

Kawza ta' Preferenza: General Hypothec against the principal debtor company and General Hypothec against the surety.



(Direttur)

Nutar Mario Rosario Bonello
(Firma tal-persuna li tapplika
għall-iskrizzjoni)

020389

Nota għall-iskrizzjoni ta' Ipoteka Ġenerali

Numru Progressiv: _____

Rimarki
(Għall-użu uffiċjali biss)

Kreditur: Eco Group Limited [C31010], bl-uffiċċju registrar BLB13C, Bulebel Industrial Estate, Żejtun.

Debitur: Geomike Limited [C8820], bl-uffiċċju registrar Cote d'Azur, Triq Sant'Antnin, Marsascula.

Kreditu: Dsatax-il elf bames mija sitta u tletin Ewro u sittin ċenteżmu (€19,536.60), rappreżentanti kreditu kanonizzat favur il-kreditriċi permezz ta' sentenza fl-ismijiet "Eco Group Limited vs. Geomike Limited", deċiża mill-Prim'Awla tal-Qorti Ċivili fis-sitta (6) ta' Novembru tas-sena elfejn u erbatax (2014), u kif ukoll flimkien ma' l-imsemmi kreditu l-ispejjeż tal-kawża ċitata u ta' l-ittra uffiċċjali mressqa ai termini ta' l-Artikolu mija sitta u sittin intra 'A' (166A) tal-Kodiċi ta' Organizzazzjoni u Proċedura Ċivili bin-numru mija u wieħed zbarra elfejn u max (101/2012) u tal-mandat ta' sekwestru bin-numru tlett mija tnejn u erbgħin zbarra elfejn u erbatax (342/2014), u bl-imghax kummerċjali dekorribbli mit-tnejn (2) ta' Novembru tas-sena elfejn u disgha (2009), skont is-sentenza preċitata.

Kawza ta' Preferenza: Ipoteka Ġenerali

€ 23.29
20

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12 DEC 2014



Illura: _____ ta' _____ 20____

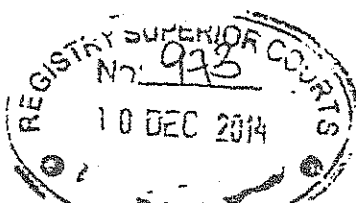


Q (Direttur)

NOT. Dr. E.A. SAID



Avv. Mark Simiada, għan-nom tal-kreditriċi




Bruno Zahra
Deputat Registratur
Qrati tal-Giustizzja (Malta)
Kummissarju għall-Gurament

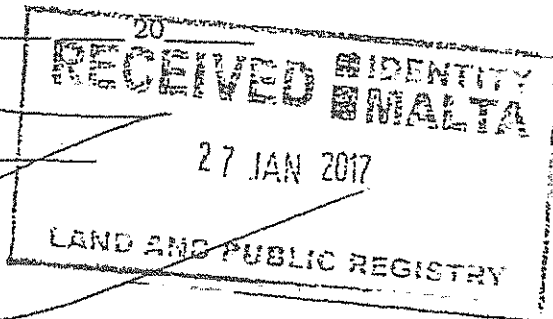
Nota għal Iskrizzjoni ta' <u> Ipoteka </u> Numru Progressiv <u> 1704 </u>	
Rimarki (għall-użu uffiċjali biss)	
Kreditur:	John Cauchi, bla impjeg, bin Victor Cauchi u Maria née Mifsud, imwielel Hal Luqa fis-sebgha ta' Jannar tas-sena elf disa' mija u sebgha u hamsin (07/01/1957) u residenti Hal Luqa, numru tal-karta ta' l-identità 101257(M)
Debitur:	George sive Gino Cauchi, direttur ta' kumpannija, Victor Cauchi u Maria née Mifsud, imwielel Hal Luqa fis- sebgha ta' Marzu tas-sena elf disa' mija u disgha u hamsin (07/03/1959) u residenti Marsascalea, numru tal-karta ta' l-identità 198059(M); u Geomike Limited (C 8820) in solidum bejniethom
Kreditu:	Is-somma ta' hamest elf seba' mija u tmenin euro u hmistax-il ċenteżmi (€5,780.15) dovuti mid-debituri lill-kreditur skont taxxa uffiċjali bhala spejjeż tal-kawża fl-ismijiet "John Cauchi -vs- George sive Gino Cauchi u Geomike Limited (C 8820)" (Rikors Numru 716/2010 JPG) li giet deciza mill-Prim' Awla tal-Qorti Ċivili fl-ghaxra ta' Marzu tas-sena elfejn u sittax (10/03/2015) oltre t-taxxi fuq id-drittijiet professjonali dovuti skont il-liġi.
Kawża ta' Preferenza:	Ipoteka Ġudizzjali Generali

25.651
AS

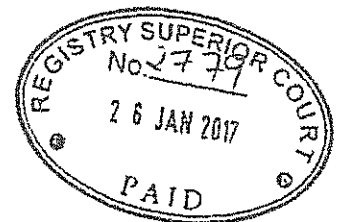
Illum ta' 20

Dr. A. Dimech

(Direttur)

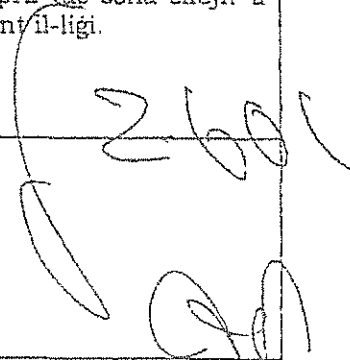


Av. Carlo M. VIGNA
2924 Trg ir-Repubblika, Valletta
għall-kreditur

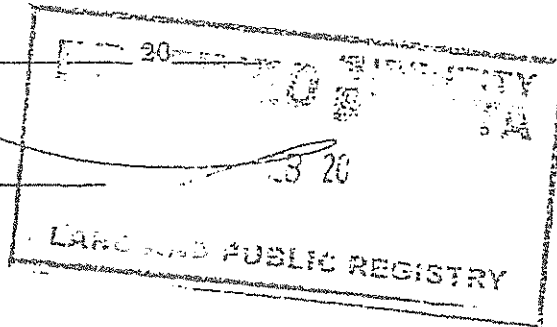


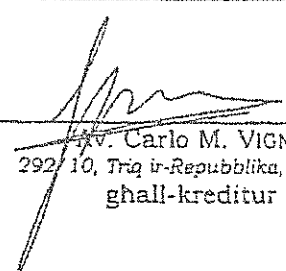
[Handwritten signature and stamp]

Nota għal Iskrizzjoni ta' <u>Ipoteka</u> Numru Progressiv <u>2032</u>	
Rimarki (għall-użu uffiċjali biss)	
Kreditur:	John Cauchi, bla impjeg, bin Victor Cauchi u Maria <i>née</i> Mifsud, irwieled Hal Luqa nis-sebgha ta' Jannar tas-sena elf disa' mija u sebgha u hamsin (07/01/1957) u residenti Hal Luqa, numru tal-karta ta' l-identità 101257(M)
Debitur:	Geomike Limited (C 8820)
Kreditu:	Is-somma ta' mija u ghoxrin euro u erbgha hamsin centezmi (€120.54) dovuti mis-soċjetà debitrice lill-kreditur skont taxxa uffiċjali bhala spejjeż tal-kawża fl-ismijiet "Edward Micallef -vs- Geomike Limited u John Cauchi (K.I. 101257M)" (Avviż Numru 473/2011 KPS) li giet deciża mit-Tribunal Għal Talbiet Żgħar fit-tmienja u ghoxrin ta' April tas-sena elfejn u erbatax (28/04/2014) oltre t-taxxa fuq id-drittijiet professjonali dovuti skont il-ligi.
Kawża ta' Preferenza:	Ipoteka Ġudizzjali Generali

2601


Illum ta'




 Carlo M. VIGNA
 292/10, Triq ir-Repubblika, Valletta
 għall-kreditur

(Direttur)


 Marina Dimech
 Court Registrar (Malta)

Carlo M. Vigna

Carlo M. Vigna

1886
 31.1.2014

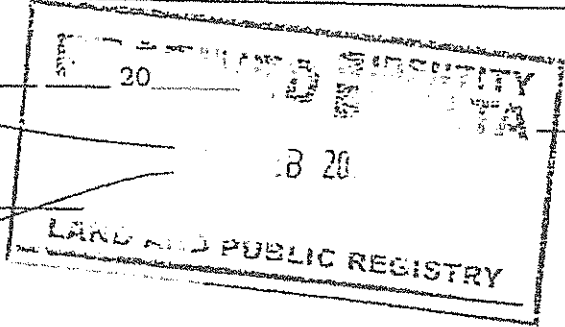
Nota għal Iskrizzjoni ta' <u>Ipoteka</u> Numru Progressiv <u>2034</u>	
Rimarki (għall-użu uffiċjali biss)	
Kreditur:	John Cauchi, bla impjeg, bin Victor Cauchi u Maria née Mifsud, imwieled Mal Luqa fis-sebgha ta' Jannar tas-sena elf disa' miġa u sebgha u hamsin (07/01/1957) u residenti Mal Luqa, numru tal-karta ta' l-identità 101257(M)
Debitur:	Geomike Limited (C 8820)
Kreditu:	Is-somma ta' mitejn u tnejn u għoxrin euro u hamsa u erbghin ċenteżmi (€222.45) dovuti mid-debitriċi lill-kreditur skont taxxa uffiċjali bhala spejjeż tal-kawża fl-ismijiet "Carmel Portelli -vs- Geomike Limited (C 8820) u John Cauchi" (Avviż Numru 438/2011 YMS) li giet deċiża mit-Tribunal Għal Talbiet Żgħar fit-tmienja u għoxrin ta' Ottubru tas-sena elfejn u erbatax (28/10/2014) oltre t-taxxi fuq id-drittijiet professjonali dovuti skont il-liġi.
Kawża ta' Preferenza:	Ipoteka Ġudizzjali Ġenerali

Handwritten notes and signatures on the right side of the form, including a large scribble and the number 280.

Illum ta' 20 FEBRUARJU 2017

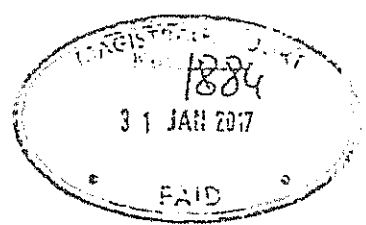
(Direttur)

Av. Carlo M. VIGNA
292/10 Triq ir-Repubblika, Valletta
għall-kreditur



Handwritten signatures and stamps at the bottom left, including the name 'Carmel Portelli'.

Vertical stamp: CARLO M. VIGNA



2035

Nota għal Iskrizzjoni ta' _____ Ipoteka _____ Numru Progressiv _____

Rimarki
(għall-użu uffiċjali biss)

Kreditur: **John Cauchi, bla impjeg, bin Victor Cauchi u Maria née Mifsud, imwield Ħal Luqa fis-sebgha ta' Jannar tas-sena elf disa' mija u sebgha u hamsin (07/01/1957) u residenti Ħal Luqa, numru tal-karta ta' l-identità 101257(M)**

Debitur: **Geomike Limited (C 8820)**

Kreditu: **Is-somma ta' mija u hames euro u hamsa u sittin centeżmi (€105.65) dovuti mis-soċjetà debitorja lill-kreditur skont taxxa uffiċjali bhala spejjeż tal-kawża fl-ismijiet "Raymond Mifsud -vs- Geomike Limited (C 8820) u John Cauchi (K.I. 101257M)" (Avviż Numru 496/2011 KPS) li giet deċiża mit-Tribunali Għal Talbiet Żgħir fid-disgha ta' Lulju tas-sena elfejn u erbatax (09/07/2014) oltre t-taxxi fuq id-drittijiet professjonali dovuti skont il-liġi.**

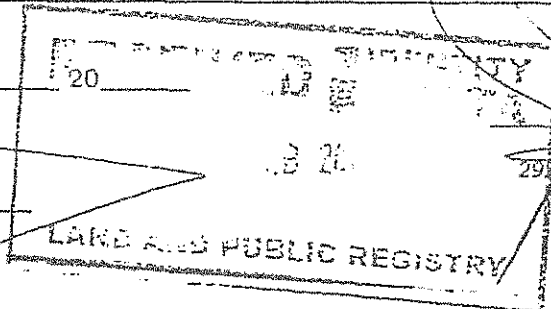
Kawża ta' Preferenza:

Ipoteka Ġudizzjali Ġenerali

2-600

Illum _____ ta' _____

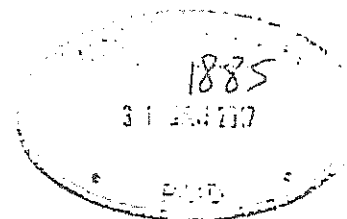
(Direttur)



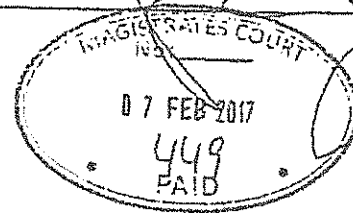
Av. Carlo M. VIGNA
299770, Triq ir-Repubblika, Valletta
għall-kreditur

Mano Jansoh
D. Jansoh
COLI'S (Sofha)

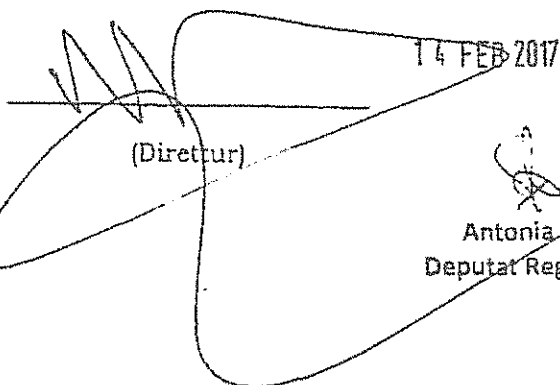
D: A. Dingli

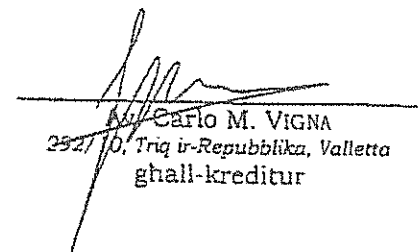


Nota għal Iskrizzjoni ta' <u>Ipoteka</u> Numru Progressiv <u>2910</u>	
Rimarki (għall-użu uffiċjali biss)	
Kreditur:	John Cauchi, bla impjeg, bin Victor Cauchi u Maria née Mifsud, imwieded Hal Luqa fis-sebgha ta' Jannar tas-sena elf disa' mija u sebgha u hamsin (07/01/1957) u residenti Hal Luqa, numru tal-karta ta' l-identità Maltija 101257(M)
Debitur:	Geomike Limited (C 8820)
Kreditu:	Is-somma ta' tnein mija hamsa u hamsin euro u wiehed u tmenin ċenteżmi (€855.81) dovuti mis-socjeta' debitorici lill-kreditur skont taxxa uffiċjali bhala spejjeż tal-kawża fl-ismijiet "Hydroelectric Limited -vs- Geomike Limited u u b'digriet tal-11 ta' April 2011 li gie kjamat fil-kawża John Cauchi" (Appell Numru 250/2010 AE) li giet deciza mill-Qorti tal-Appell (Kompetenza Inferjuri) fit-tlieta ta' Gunju tas-sena elfejn u sittax (03/06/2016) oltre t-taxxi fuq id-drittijiet professjonali dovuti skont il-liġi.
Kawża ta' Preferenza:	Ipoteka Gudizzjali Generali



Ilum _____ ta' _____ 20_____


 (Direttur)
 Antonia Balli
 Deputat Registratur


 Carlo M. VIGNA
 292/10, Triq ir-Repubblika, Valletta
 għall-kreditur

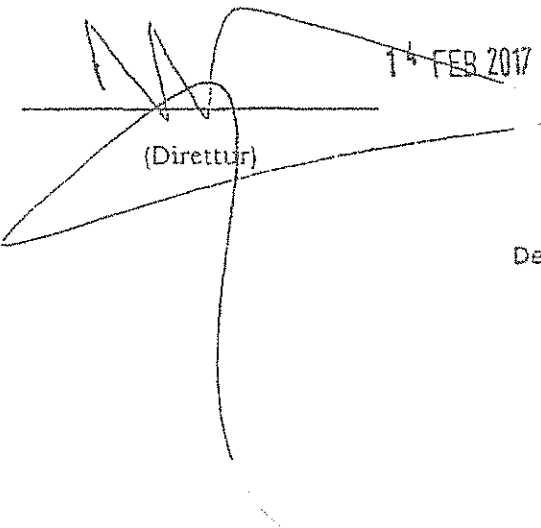
Nota għal Iskrizzjoni ta' <u> Ipoteka </u> Numru Progressiv <u> 2911 </u>	
Rimarki (għall-użu uffiċjali biss)	
Kreditur:	John Cauchi, bla impjeg, bin Victor Cauchi u Maria née Mifsud, imwieled Hal Luqa fis-sebgha ta' Jannar tas-sena elf disa' mija u sebgha u hamsin (07/01/1957) u residenti Hal Luqa, numru tal-karta ta' l-identità Maltija 101257(M)
Debitur:	Geomike Limited (C 8820)
Kreditu:	Is-somme ta' seba' mija u erbgha u tletin euro u sitta u sebghin ċenteżmi (€734.76) dovuti mis-soċjetà debitorji lill-kreditur skont taxxa uffiċjali bhala spejjeż tal-kawża fl-ismijiet "Carmel Spiteri -vs- Geomike Limited u John Cauchi" (Avviż Numru 127/2011 VG) li giet deċiża mill-Qorti tal-Maġistrati (Malta) fit-tmintax ta' Novembru tas-sena elfejn u tlettax (18/11/2013) oltre t-taxxi fuq id-drittijiet professjonali dovuti skont ir-riġi.
Kawża ta' Preferenza:	Ipoteka Ġudizzjali Ġenerali

2-601

REGISTRAR CO. LTD.
No. 127

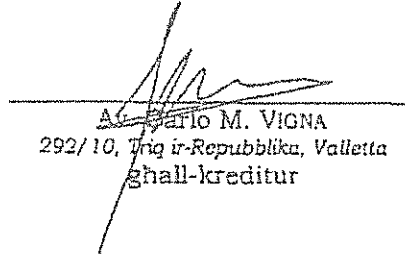
07 FEB 2017
448
PAID

Illum _____ ta' _____ 20_____


(Direttur)

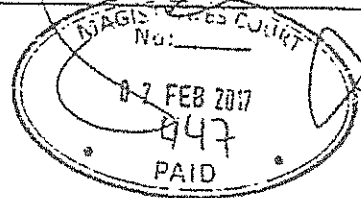
14 FEB 2017

Antonia Dalli
Deputat Registratur


MARIO M. VIGNA
292/10, Triq ir-Repubblika, Valletta
għall-kreditur

2912

Nota għal Iskrizzjoni ta' <u> </u> Ipoteka <u> </u> Numru Progressiv <u> </u>	
Rimarki (għall-użu uffiċjali biss)	
Kreditur:	John Cauchi, bla impjeg, bin Victor Cauchi u Maria née Mifsud, imwield Mal Luqa fis-sebgha ta' Jannar tas-sena elf disa' mija u sebgha u hamsin (07/01/1957) u residenti Mal Luqa, numru tal-karta ta' l-identità Maltija 101257(M)
Debitur:	Geomike Limited (C 8820)
Kreditu:	Is-somma ta' disa' mija u wiehed u tmenin euro u sebgha u disghin ċenteżmi (€981.97) dovuti mis-soċjetà debitorici lill-kreditur skont taxxa uffiċjali bhala spejjeż tal-kawża li għet deciża mill-Qorti tal-Magistrati (Malta) fit-tmintax ta' Novembru tas-sena ellejn u tlextax (18/11/2013) oltre t-taxxi fuq id-drittijiet professjonali dovuti skont il-liġi.
Kawża ta' Preferenza:	Ipoteka Ġudizzjali Ġenerali



Illum _____ ta' _____ 20_____

(Direttur)

Antonia Dalli
Deputat RegistraturCarlo M. VIGNA
292/14, Triq ir-Repubblika, Valletta
għall-kreditur

Nota għal Iskrizzjoni ta'	Ipoteka	Numru Progressiv	2913
Rimarki (ghall-użu ufficjali biss)			
Kreditur: John Cauchi, bla impjeg, bin Victor Cauchi u Maria née Mifsud, imwield Mal Luqa fis-sebgha ta' Jannar tas-sena elf disa' mija u sebgha u hamsin (07/01/1957) u residenti Mal Luqa, numru tal-karta ta' l-identità 101257(M)			
Debitur: Geomike Limited (C 8820)			
Kreditur: Is-somma ta' elf u erba' euro u tmienja u disghin ċenteżmi (€1,004.98) dovuti mis-socjetà debitrīci lill-kreditur skont taxa ufficjali bhala spejjeż tal-kawża fl-ismijiet "Alberta Fire and Security Equipment Limited (C 6605) -vs- Geomike Limited (C 8820) u John Cauchi li għet kjamat in kawża b'digriet tat-23 ta' Mejju 2012" (Avviż Numru 70/2011 CSH) li għet deċiża mill-Qorti tal-Magistrati (Malta) fl-hmistax ta' Lulju tas-sena elfejn u tlettax (15/07/2013) oltre t-taxxi fuq id-drittijiet professjonali dovuti skont il-liġi.			
Kawża ta' Preferenza:		Ipoteka Ġudizzjali Generali	

Illum ta' 20

(Direttur)

1⁴ FEB 2017

Antonia Dalli
Deputat Registratur

Carlo M. VIGNA
292/0, Triq ir-Repubblika, Valletta
ghall-kreditur

Nota għal Iskrizzjoni ta' <u>Ipoteka</u> Numru Progressiv <u>3982</u>	
Rimarki (għall-użu uffiċjali biss)	
Kreditur:	John Cauchi, bla impjeg, bin Victor Cauchi u Maria née Mifsud, imwield Hal Luqa fis-sebgha ta' Jannar tas-sena elf disa' mija u sebgha u hamsin (07/01/1957) u residenti Hal Luqa, numru tal-karta ta' l-identità 101257(M)
Debitur:	George sive Gino Cauchi, direttur ta' kumpannija, bin Victor Cauchi u Maria née Mifsud, imwield Hal Luqa fis-sebgha ta' Marzu tas-sena elf disa' mija u disgha u hamsin (07/03/1959) u residenti Marsascala, numru tal-karta ta' l-identità 198059(M); u Geomike Limited (C 8820) in solidum bejniethom
Kreditu:	Is-somma ta' hamest elf seba' mija u tmenin euro u hmistax-il ċenteżmi (€5,780.15) dovuti mid-debituri lill-kreditur skont taxxa uffiċjali bhala spejjeż tal-kawża li-ismijiet "John Cauchi -vs- George sive Gino Cauchi u Geomike Limited (C 8820)" (Rikors Numru 716/2010 JPG) li giet deċiża mill-Prim' Awla tal-Qorti Ċivili li-ghaxra ta' Marzu tas-sena elfejn u sittax (10/03/2016) oltre t-taxxi fuq id-drittijiet professjonali dovuti skont il-liġi.
Kawża ta' Preferenza:	Ipoteka Ġudizzjali Speċjali fuq is-segwenti proprjetà tas-soċjetà debitorici Geomike Limited: Il-fond illum maghruf bhala "Cote d'Azur Restaurant" fi Triq Sant Antnin kantuniera ma' Triq il-Buttar, Marsascala mibni fuq il-plots numri mitejn u fdax (211), mitejn u tnax (212) u mitejn u tlettax (213), formanti parti mill-art maghrufa bhala "Il-Barumbara", sive "Il-Maghluq", konfinanti mit-Tramuntana ma' Triq Sant' Antnin, mill-Lvant ma' triq gdida bla isem u mill-Punent ma' proprjetà ta' Barumbara Limited jew suċċessuri tagħha fit-titolu, jew irjeh ohra verjuri.
	Din l-Ipoteka qed tiġi registrata b'garanzija ulterjuri għall-Ipoteka Ġudizzjali Ġenerali, li gġib in-numru wiehed sebgha żero erbgha (1704) u li giet registrata fis-sebgha u ghoxrin ta' Jannar tas-sena elfejn u sbatax (27.01.2017) u dana ai termini tal-Artikolu elfejn u sittax (2016) tal-Kodiċi Ċivili (Kap. 16 tal-Liġijiet ta' Malta)

25.6.17

Ilum ta' _____

(Direttur)

Ray Carlo M. VIGNA
292/10, Triq ir-Repubblika, Valletta
għall-kreditur

REGISTRAR GENERALI
No. 2351
21 FEB 2017
PAID

Rosa Maria Vella
Clerk
Court of Justice (Malta)

7154

Nota għal iskrizzjoni ta' Ipoteka Generali: NUMRU PROGRESSIV:

1

RIMARKI:-
 (għall-uzu
 ufficjali biss)

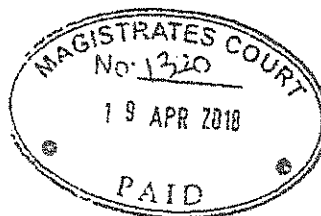
KREDITUR:- Carmel Cauchi, pensjonant, iben il-mejjet Victor u Maria nee Mifsud imwieled Hal Luqa nhar l-erbgha u ghoxrin (24) ta Gunju tas-sena elf disa mija u erbgha u hamsin (1954) u residenti numru ghoxrin (20) Triq Andrea Vassallo, Hal Luqa bil-karta ta l-identita numru 53345m

DEBITUR:- Geomike Limited (C 8820).

KREDITU:- Is-Somma ta' hames t'elef tliet mija u sitta u sittin euro u sebgha u sebghin centezmu (€5,366.77) rapprezentanti l-ammont li gie kanonizzat in forza ta sentenza moghtija mill-Qorti tal-Magistrati (Malta) datata disgha (9) ta Novembru tas-sena elfejn u hdax (09/11/2011) mill-Magistrat Dottor Consuelo Scerri Herrera fil-kawza avviz numru wiehed tmienja wiehed zbarra elfejn u hdax (181/2011) fl-ismijiet Carmel Cauchi versus Geomike Limited u John Cauchi u kif ukoll flimkien ma l-imghaxijiet u l-ispejjes kif ordnati fl-istess sentenza.

€25,65

KAWZA TA' PREFERENZA:- Ipoteka Generali.



Gaetana Aquilina
 Deputat Registratur
 Deputy Registrar
 Qorti tal-Gustizzja (Malta)
 Law Courts (Malta)

Illum ta 2018

Director

Avv. Raphael Fenech Adami
 Għal Kreditur.

7171

Nota ghal iskrizzjoni ta' Ipoteka Specjali: NUMRU PROGRESSIV:

1

RIMARKI:-

(ghall-uzu

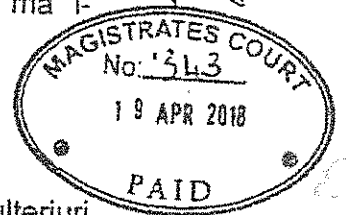
ufficjali biss)

KREDITUR:- Carmel Cauchi, pensjonant, iben il-mejjet Victor u Maria nee Mifsud imwieled Hal Luqa nhar l-erbgha u ghoxrin (24) ta Gunju tas-sena elf disa mija u erbgha u hamsin (1954) u residenti numru ghoxrin (20) Triq Andrea Vassallo, Hal Luqa bil-karta ta l-identita numru 53345m

DEBITUR:- Geomike Limited (C 8820).

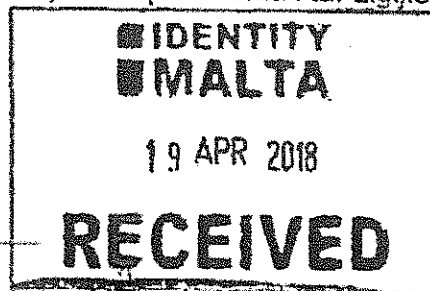
KREDITU:- Is-Somma ta' hames t'elef tliet mija u sitta u sittin euro u sebgha u sebghin centezmu (€5,366.77) rapprezentanti l-ammont li gie kanonizzat in forza ta sentenza moghtija mill-Qorti tal-Magistrati (Malta) datata disgha (9) ta Novembru tas-sena elfejn u hdax (09/11/2011) mill-Magistrat Dottor Consuelo Scerri Herrera fil-kawza avviz numru wiehed tmienja wiehed zbarra elfejn u hdax (181/2011) fl-ismijiet Carmel Cauchi versus Geomike Limited u John Cauchi u kif ukoll flimkien ma l-imghaxijiet u l-ispejjes kif ordnati fl-istess sentenza.

8
€25.65
M



KAWZA TA' PREFERENZA:- Ipoteka Specjali bhala garanzija ulterjuri fuq l-ipoteka generali bin-numru sebgha, wiehed, hamsa erbgha tas-sena elfejn u tmintax (7154/2018), fuq is-segwenti proprjeta mmoibli:-

Il-fond kummercjali bin-numru tnejn sinc erbgha (2-4) gia maghruf bl-isem ta Cote D'Azure restaurant fi trieq Sant'Antrnin kantuniera ma Trieq il-Buttar, Marsascala. Din L-ipoteka specjai qed tigi iskritta ai termini tal-artikolu elfejn u sittax (2016) tal-Kapitolu sittax tal-Ligijiet ta Malta.



Gaelana Aquilina
Deputat Registratur
Deputy Registrar
Qorti tal-Justizzja (Malta)
Law Courts (Malta)

Illem ta' _____ 2018
Diretur

Avv. Raphael Fenech Adami
Ghal Kreditur.

7935

Nota għal iskrizzjoni ta' Iporeka

Numru Progressiv

Rimarki
għall-uzu
ufficjal biss

Kreditur: Avukat Joseph Mario Sammut, iben Carmelo u Dorothea nee' Darmanin, imwield il-Kanada u residenti Ic-Centru, Triq Wied Ganu, Zurrieq, detentur tal-karta ta' l-identita' numru 430083M. (erbgha tlieta zero zero tminja tlieta M)

Debitur: Geomike Limited C8820 (C tminja tminja tnejn zero) u George Cauchi iben il-mejjet Victor u Maria nee Mifsud, imwield Luqa u residenti Mayfair Court Flat tnax (12), Triq Sant'Antnin, Marsascula, detentur tal-karta ta' l-identita' numru 198059M. (wiehed disgha tminja zero hamsa disgha M)

Kreditu: Is-somma komplessiva ta' dsatax il-elf tmin mija tlieta u ghoxrin euro u disgha u erbghin centezmu (€19,823.49) u cioe kwantu għall sbatax il-elf erba mija u tminja u erbghin euro u wicched u erbghin centezmu €17,448.41) rappresentanti spejjes u drittijiet professjonali fil-kawzi fl-ismijiet rispettivi hawn taht indikati li flimkien ma elfejn tlett mija hamsa u sebghin euro u tmin centezmi (€2375.08), rappresentanti VAT, inkorsi fil-kawzi fl-ismijiet u cioe:

1. Tonio Friggieri vs George Cauchi pro et noe (566/2010KPS) u deciza - erbgha u ghoxrin (24) ta' Mejju elfejn u tlettax (2013) fl-ammont ta' mitejn tlieta u hamsin ewro u hamsa u tmenin centezmu (€253.85)
2. Raymond Mifsud vs Geomike et (494/2011 KPS) u deciza - disgha (9) ta' Lulju elfejn u hdax (2011) fl-ammont ta' mitejn tlieta u hamsin ewro u tmin centezmi (€253.08)
3. Edward Micallef vs Geomike et (473/2011 KPS) u deciza - tminja u ghoxrin (28) ta' April elfejn u hdax (2011) fl-ammont ta' mitejn tlieta u sebghin ewro u tmenin centezmu (€273.80)
4. ACMA -Inox and Metal Ltd vs George Cauchi et (444/2010 JRM) u deciza - tnejn u ghoxrin (22) ta' Marzu elfejn u sbatax (2017) fl-ammont ta' elfejn erbgha mija tminja u disghin ewro (€2498)
5. John Cauchi vs George Cauchi (716/2010 JPG) u deciza - ghaxra (10) ta' Marzu elfejn u sittax (2016) fl-ammont ta' tlett elef mitejn sitta u tmenin ewro u disgha centezmi (€3,286.09)
6. Darren Borg vs Geomike (1331/2014 JZM) u deciza - tnejn u ghoxrin (22) ta' Novembru elfejn u sittax (2016) fl-ammont ta' tlett mija sebgha u sebghin ewro u sebgha u disghin centezmu (€377.97)
7. Darren Borg vs Geomike et (685/2010 SM) u deciza - tnax (12) ta' Gunju elfejn u erbghatax (2014) fl-ammont ta' elf tmin mija sebgha u sebghin ewro u erbgha u hamsin centezmu (€1877.54)

Handbook Spiteri
Deputy Registrar
CANTON

IDENTITY
MALTA
30 APR 2018
REGISTRY SUPERIOR COURT
30 APR 2018
PAID

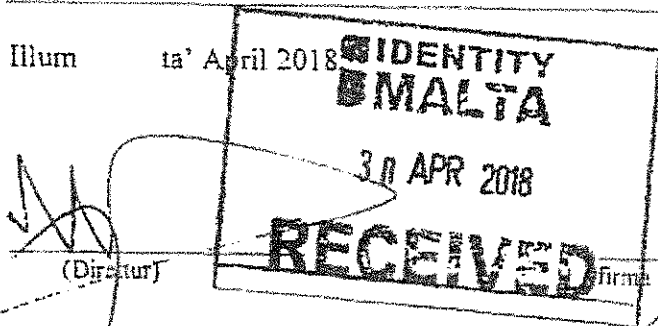
7935

8. Hydroelectric vs Geomike (250/2010 AE) u deciza – tlieta (3) ta' Gunju elfejn u sittax (2016) fl-ammont ta tmin mija erbgha u tmenin ewro u tminja u ghoxrin centezmu (€884.28).
9. Bank of Valletta plc vs Geomike Ltd et (494/2016 MCH) u deciza – ghoxrin (20) ta' Ottubru elfejn u sittax (2016) fl-ammont ta erbat elef disa mija u sitt ewro (€4906)
10. Carmel Spiteri vs Geomike Ltd et (127/2011 VG) fl-ammont ta sebgha mija sebgha u tmenin ewro u tlieta u tmenin centezmu (€787.83)
11. S.R.A.M Limited vs Geomike Ltd et (146/2011 VG) fl-ammont ta elf u erbghin ewro u tlieta u tlettin centezmu (€1040.33).
12. Alberta Fire and Security Equipment Limited vs Geomike Ltd et (70/2011 CSH) fl-ammont ta elf u disgha ewro u erbgha u sittin centezmu (€1,009.64).

Kif debitament resi esekuttivi a tenur tal-Kap sittax (16) tal-Ligijiet ta' Malta permezz ta intra ufficcjali tat-tmax (12) ta Jannar elfejn u tmintax (2018) oltre spejjes u interessi legali skond il-ligi sal-gurnata tal-pagament effettiv mid-data tas-sentenzi rispettivi hekk kif indikat

Kawza ta' Preferenza: Ipoteka Generali Gudizzjali

Illum ta' April 2018



(Direktur)

firmat tal-persuna li tapplika ghall-iskrizzjoni)
Avukat Joseph Mario Sammut

Paul

Marbeck Spiteri
Deputy Registrar
Courts of Justice (MCA)

13249

Tenth September nineteen hundred and ninety two

10/11/92

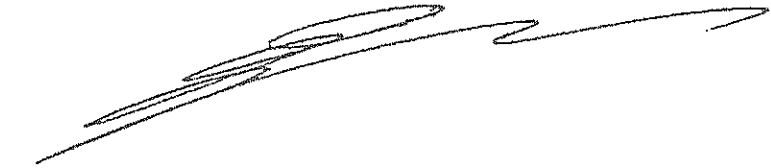
~~SALE made by Joseph Sapout in business son of Francis and Maria nee Borg born and residing at Birkirkara to Geumia Limited of the four contiguous unnamed and unnumbered garages underlying this party property now interconnected and converted into a restaurant named Cote d'Azur in Triq il-Buttar corner with Triq Sant Antnin Marsasala. Said garages are built on plots numbered two hundred and eleven, two hundred and twelve and two hundred and thirteen of the land known as Il-Barumbara sive Il-Magħluq of the approximate size of five hundred and thirty one point one nine square metres of building area and five hundred and twenty seven point six three square metres intended as road area as bounded on the north by Saint Anthony Street on the east by a new unnamed road and on the west by property of Barumbara Limited otherwise free and unencumbered in consideration of the price of sixty thousand Maltese liri,~~

Disgha ta Settembru elf disa mija u lnejn u disghin

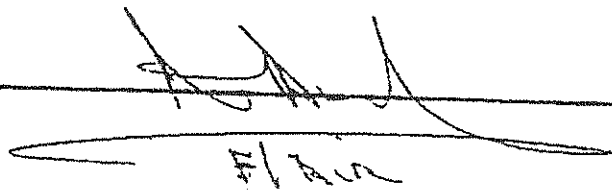
13250

10/11/92

~~BEJGH magħlul minn Angelo Zammit buċdnar bin Joseph u Paola nee Zammit mwieded Zejtun u Joqghod Zabbar lil Annetto Bugeja impjegat bin Francis u Gaetana nee Fortelli mwieded Zurrieg u Joqghod Paola tal-fond ossia l-uniku garage bla numru bla isem fl-istat ta' gebel u saqaf sottopost għall-Terran ta' terzi mibni fuq il-plot fabbrikabbli markata bin-numru hamsa mill-ghalqa Ta Sardinja limiti ta' Tarkien tal-kejl ta' cirka mija u sitta u sittin punt disa seba metri kwadri li tmiss mill-punt ma triq guida bla isem minn feiq hi accessibbli tramuntana ma gid ta' Andrea Briffa u nofs in-nhar ma gid ta' Francis Briffa jew aventi kawza lagħnom altrimenti liberu u frank bil-prezz ta' sitt elef lira Mallin~~



RICEVUTA LLG: 17TA' SETTEMBRU 1992



Notary Joseph Tabone

PROGRESSIVE NUMBER

18

Mandar ta' Inibizzjoni

H. Wirtz
Rak in ntrun. Taffundek jha, 2005, jha, riedet
Sal 2010 july 2010 fl. 1830, l-ordni ta' riedet
civili ta' l-kontroparte li jkollha u dak ta' l-
kollha jipprova jinfirz. n-tanti l-azzjoni.

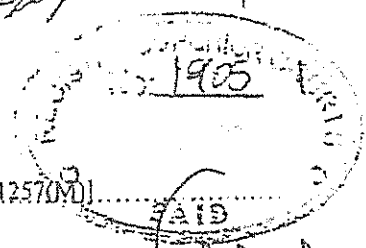
Inib

1145/2010

FIL-PRIM' A WLA TAL-QORTI CIVILI

J. May
16/7/10

(Rikorrent) John Cauchi [K.I. 101257(M)]



Registru €116.47c
4 Marixxall € 27.95
Registru € 23.25
Notifika € 7.32
Kopji €

€177.02

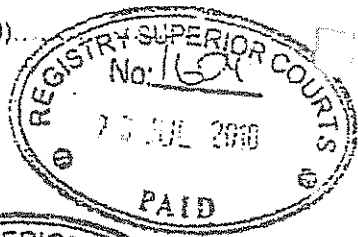
Hlas:

FLVA

kontra

(Intimat) 1) George sive Gino Cauchi [K.I. 198059(M)]; u

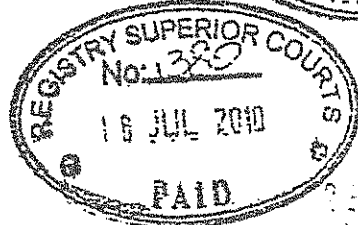
2) Geomike Limited (C.8820)



Rikers ta' John Cauchi [K.I. 101257(M)]

20 JUL 2010
Jleg €1.65
Not €2.33
€3.98
FLVA

Singhad bil-qima u jigi kkonfermat bil-gurament: -



Illi l-esponenti ghandu interess li jitharsu l-jeddijiet tal-esponenti;

Illi l-esponenti, sabiex jikkawtela d-drittijiet tieghu, jixtieq izomm l-intimat milli

(i) jbieghu, jnehhu, jitransferixxu jew jiddisponu sew b'titolu oneruż jew gratuwitu, jew b' xi mod izidu xi piż fuq, il-fond illum maghruf bhala "Cote d'Azur Restaurant" fi Triq Sant Antnin kantuniera ma' Triq il-Buttar, Marsascala; kif ukoll (ii) jbieghu, jnehhu, jitransferixxu jew jiddisponu sew b'titolu oneruż jew gratuwitu, jew b' xi mod izidu xi piż fuq, it-tlett elef (3,000) azzjoni fil-kumpanija intimata registrati f'isem l-intimat George sive Gino Cauchi; kif ukoll (iii) izidu jew inaqsu, jew inkella b'xi mod ivarjaw ix-share capital structure tal-kumpanija intimata; u (iv) ibidlu il-Memorandum and Articles of Association tal-kumpanija intimata minghajr il-kunsens tar-rikorrent; dana peress li r-rikorrent ghandu interess li jikkawtela l-pretensjonijiet tieghu fil-konfront ta' l-intimati u ejoè:

1. Illi fis-sena 2005, meta hu r-rikorrent u ejoè l-intimat George Cauchi, kien ghaddej mill-proċess ta' separazzjoni legali minn ma' martu Rosette Cauchi, kien intalahaq ftehim bejn l-imsemmi intimat u r-rikorrent, illi r-rikorrent jixtri sehem l-imsemmija Rose Cauchi mill-komunjoni ta' l-akkwisti ezistenti bejna u l-istess intimat u dana versu s-somma ta' hamsin elf lira Maltin (Lm50,000) - li illum huma ekwivalenti ghal mija u sittax-il elf u erba' mija u tmienja u sittin euro u sebgha u sittin ċenteżmi (€116,468.67);

2. Illi fost l-assi formanti parti mill-imsemmija komunjoni ta' l-akkwisti ezistenti bejn l-intimat u martu, kien hemm l-azzjonijiet tal-kumpanija intimata Geomike Limited, liema azzjonijiet kienu kollha, hliet għall-azzjoni wahda biss, irregistrati f'isem l-intimat;

3. Illi għalhekk l-intimat George Cauchi akkwista sehem martu Rosette Cauchi bhala fiduċjarju u fi interess ahhari tar-rikorrent;

4. Illi skont il fuq imsemmi ftehim ezistenti bejn l-imsemmija awta Cauchi, r-rikorrent akkwista nofs (50%) l-azzjonijiet tal-kumpanija intimata kif ukoll dhal fi stat ma' l-intimat

Notary Dr. Roberto Bizzza
215/35 Old Bakery Street, Valletta

5. Illi effettivament meta wasal iz-zmien li jsir il-kuntratt ta' separazzjoni bejn l-intimat u martu, ir-rikorrent hallas lill-mart l-intimat (tramite l-avukat ta' l-istess intimat) is-somma patwita ta' hamsin elf lira Maltin (Lm50,000) oltre s-somma ulterjuri ta' elf lira Maltin bhalia spejjez, u dawn il-pagamenti saru permezz ta' zewg bank drafts li kopja tagħhom qed jiġu hawn annessi u mmarkati bhalia Dok A u B.

6. Illi insegwitu għal dan il-ftehim, u wara li gie ffirmat il-fuq imsemmi kuntratt ta' separazzjoni personali (Dol.C), in vista tal-fatt li r-rikorrent kien issa akkwista hamsin fil-mija (50%) tal-kumpanija intimata, huwa beda johrog ji-flejjes mil-fondi personali tiegħu u benefiċċju tal-istess kumpanija intimata peress li din kienet fi stat finanzjarju prekarju haġna u dana kif ser jirrizulta ahjar waqt it-trattazzjoni tal-kawza li giet ipprezentata kontestwalment ma' dan il-mandat;

7. Illi fost l-oħrajn, l-attur sborsa s-somma ta' erbgħin elf lira Maltin (Lm40,000) u dana sabiex il-Bank of Valletta plc, bhala kreditur tal-istess kumpanija intimata, jieqaf milli jipproċedi għal bejgħ in sub hasta tal-proprjetà tal-kumpanija intimata;

8. Illi effettivament, għalkemm l-ebda azzjoni tal-kumpanija intimata ma giet formalment registrata f'isem ir-rikorrent, kif ukoll ir-rikorrent qatt ma gie formalment innominat bhala direttur tal-istess kumpanija intimata, r-rikorrent kien involut direttament għan-nom tal-kumpanija intimata fix-xogħolijiet ta' refurbishment tal-"Cote d'Azur Restaurant" li huwa l-unika proprjetà immobiljari tal-kumpanija intimata. In fatti fost l-oħrajn r-rikorrent "

Illi l-esponenti se jiġi ppreġudikat jekk l-intimat ma jiġix inibit kif ingħad;

Għaldaqstant, l-esponenti umilment jitlob lil din l-Onorabbli Qorti joghġobha tordna l-hruġ ta' mandat ta' inibizzjoni sabiex iżommu milli jkompli jagħmel l-hwejjeġ hawn fuq imsemmija.

Avukat *[Signature]*
293711, Triq ir-Repubblika, Valletta

Prokuratur Legali

Illum *[Signature]*
Deher *[Signature]*
I.D. No. *[Signature]*
halof li-korretezza ta' dan l-att waqt li qrajtulu

VERONICA ROSSIGNAUD L.P.
Commissioner for Oaths

Illum, jum ta' 20

16 JUNE 2010

Ikkonfermat quddimni bil-gurament wara li qrajtlu l-kontenut, u fil-preżenza ta

[Handwritten notes in Maltese]
Għ. Qorti
wara li rreġistret l-id difensuri
tal partijiet u bħall-id kienet għadha
l-id difensuri u għadha l-id difensuri
rreġistret l-id difensuri u għadha
l-id difensuri u għadha l-id difensuri
Tassew i. Valletta.

bhala xhud ta' l-identità, u pprezentat minn

[Signature]

Notary Dr. Rossignaud
215/25, Old Bakery Street, Valletta

Vera Kopja
[Signature]
Rose-Vincent
Deputat Registratur

[Signature]
29/7/10
Order 671154

X / 18 / 2010



Handwritten marks, possibly initials or a signature.

Mandat ta' Inibizzjoni

REPUBBLIKA TA' MALTA

MANDAT TAL-QORTI

LII

Marixxall tal-Qorti

BILLI gie prezentat ir-rikors ta' hawn fuq, u jirrikorru l-elementi mehtiega skond il-ligi ghal ordni infraskritt:

Inti ghaldaqshekk, fuq ir-rikors imsemmi, ordnat illi, b'kopja li taghti ta' dan il-mandat lill-imsemmi intimat, inti ghandek izzomm lill-intimat milli jaghmel il-hwejjeg imsemmija fl-imsemmi rikors li huma ta' hsara ghar-rikorrent, taht il-pieni li thedded il-ligi ghal min jonqos:

U wara li taghmel dan, jew jekk tilitaqa' ma' xi xkiel fl-esekuzzjoni ta' dan il-mandat, inti ghandek minnufih tgharraf lil din il-Qorti.

Moghti mi

REPUBBLIKA TA' MALTA

bix-viehda ta'

Onor A J Magn

Duttur tal-Ligi.

MAJESTAT

tal-Qorti hawn fuq imsemmija

Illum.

27 jum ta' kulju 2010

Handwritten signature of A J Magn

Notary Dr. Roberta Bisazza
215/23, Old Bakery Street, Valletta

**daha! bhala garanti in solidum ta' l-istess kumpanija intimata mal-Bank of Valletta plc u dana kif jirrizulta mill-annessi Dok. D u E;

9. Illi minkejja dan kollu, l-azzjonijiet li r-rikorrent kien akkwista kif fuq spjegat, baqghu qart ma gew registrati f'isem r-rikorrent u baqghu registrati f'isem l-intimat George Cauchi li kwindi qed jiddetjeni tali azzjonijiet bhala prestanome tar-rikorrent u kwindi raht obligazzjonijiet ta' natura fiducjarja;

10. Illi minkejja li l-intimat gie interpellat sabiex jonora l-obbligazzjonijiet tieghu u konsegwentement li jaghmel dawk l-atti kollha necessarji sabiex nofs (1/2) l-azzjonijiet tal-kumpanija intimata jigu finalment formalment registrati f'isem ir-rikorrent, l-intimat baqa' inadempjenti;

11. Illi, peress li f'ghajnejn li-terzi jidher li bhalilkieku l-intimat George sive Gino Cauchi huwa l-proprietarju ta' l-imsemmija azzjonijiet tal-kumpanija intimata kif ukoll bhala l-uniku direttur ta' l-istess kumpanija, jekk allura ma jigix milgub dan il-mandat hemm ir-riskju serju li l-intimat George sive Gino Cauchi jittrasferixxi l-azzjonijiet tal-kumpanija intimata lill-terzi jew inkella li jbidel ix-share capital jew structure tal-kumpanija intimata b'tali mod li eventwalment ixejjen l-investment tar-rikorrent, kif ukoll hemm ir-riskju li l-kumpanija intimata - li taghha l-intimat huwa l-uniku direttur kif jirrizulta mill-anness Dok. F - tittrasferixxi lill-terzi l-imsemmi restaurant "Cote d'Azur" li kif digà nghad huwa l-unika proprietà immobbli u kwindi l-assi principali ta' l-istess kumpanija lill-terzi, u konsegwentement anki f'dan il-kaz l-investment tar-rikorrenti jigi jisfa fix-xejn u dana kollu jkun ta' dannu u pregudizzju ghar-rikorrent;

12. Illi recentement l-intimat kecca lir-rikorrenti mir-restaurant - fejn anki kien hemm incident li fih gew involuti l-Pulizija - u estromettieh kompletament mill-gestjoni u tmexxija kemm ta' l-istess restaurant kif ukoll tal-kumpanija intimata;

13. Illi kif ga surilevat, ir-rikorrent kontestwalment ma' dan il-mandat intavola rikors guramentat fl-ismijiet fuq premissi (kopja tieghu hawn anness u mmarkat bhala Dok. G) permezz ta' liema qed javanza l-pretensjonijiet tieghu u qed jittlob fost l-ohrajn li din l-Onorabbli Qorti tordna li nofs (1/2) l-ishma tal-kumpanija intimata jigu registrati f'ismu.

Handwritten notes and signatures at the top of the page, including dates like '19 7 2010' and names like 'George Cauchi'.

Official stamp and signature block containing the name 'J.T. FARRUGIA MARIXXALLI' and various dates and times.

RIKORRENT: "English Rose", No. 2, Triq il-Qrempec, Marsascala

Notary signature: Notary Dr. Roberta Bisazza, 575B, Old Bakery Street, Valletta

INTIMATI: 1) George Cauchi - "Crystal Court" Flat 5, Triq ir-Roza, Marsascala
2) Geomike Limited - "Cote d'Azur Restaurant" I-4, Triq Sant' Antnin, Marsascala

ESEKUZZIONI: "Cote d'Azur Restaurant" I-4, Triq Sant' Antnin, Marsascala

NOTIFIKA: Registratur tal-Kumpaniji - Malta Financial Services Authority, Notabile Road, Attard

V

QORTI CIVILI PRIM'AWLA

IMHALLEF

ONOR. ALBERT J. MAGRI LL.D.

Fl-atti tal-Mandat ta' Inibizzjoni numru 1145/2010 fl-ismijiet:

Cauchi John

Vs

Cauchi George sive Gino et

Il-Qorti;

Wara li semgħet lid-difensuri tal-partijiet u hadet konjizzjoni tad-dokumenti esebiti. Billi hija sodisfatta li hemm rekviziti għal hrug tal-mandat.

Tilqa' t-talba.

Illum 27 ta' Lulju, 2010.

Rose Marie Vella
Deputat Registratur

Notary Dr. Roberta Bisazza
315/35, Old Bakery Street, Valletta

PROGRESSIVE

NUMBER

— 64

(SHEETS 1-56)

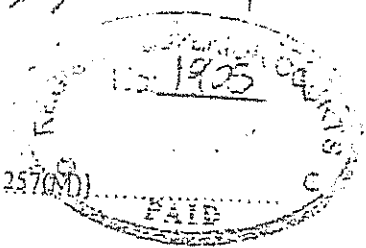
Mandat ta' Inibizzjoni

Handwritten notes:
Rokk u' ntrun ta' jferridha f'bra...
Sol. 20 ta' July 2010 f' 11.30, indur u' ntr. f' lha
cunwudata li kkonfermat f' lha f' kollha u' dhal u' lha
kien f' jferridha u' ntr. n' danti l-accjone.

Inib ¹
1145/2010

FIL-PRIM AWLA TAL-QORTI CIVILI

(Rikorrent) John Cauchi [K.L. 101257(M)]



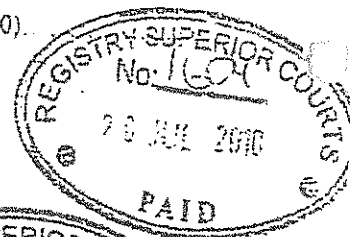
Registru €116.47c
Marixxall € 07.45
Registru € 03.25
Notifika € 02.32
Kopji € 01.00
Hlas: € 120.22

kontra

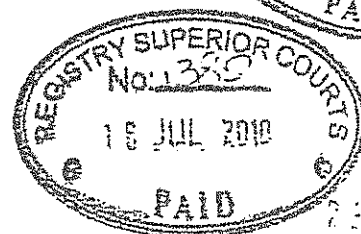
(Intimat) 1) George sive Gino Cauchi [K.L. 198059(M)]; u
2) Geomike Limited (C. 8820).

Rikors ta' John Cauchi [K.L. 101257(M)]

20 JUL 2010
Dey €11.65
Sabit €2.33
€13.98
PLVR



Singhad bil-qima u' jigi kkonfermat bil-gurament. —



Illi l-esponenti ghandu interess li jitharsu l-jeddijiet tal-esponenti;

Illi l-esponenti, sabiex jikkawtela d-drittijiet tieghu, jixtieq izomm l-intimat milli

(i) jbieghu, jnehhu, jitrasferixxu jew jiddisponu sew b'titolu oneruż jew gratuwitu, jew b' xi mod izidu xi piż fuq, il-fond illum maghruf bhala "Cote d'Azur Restaurant" fi Triq Sant Antnin kantuniera ma' Triq il-Buttar, Marsascala; kif ukoll (ii) jbieghu, jnehhu, jitrasferixxu jew jiddisponu sew b'titolu oneruż jew gratuwitu, jew b' xi mod izidu xi piż fuq, it-tlett elef (3,000) azzjoni fil-kumpanija intimata registrati f'isem l-intimat George sive Gino Cauchi; kif ukoll (iii) izidu jew inaqsu, jew inkella b'xi mod ivarjaw is-share capital structure tal-kumpanija intimata; u (iv) ibidlu il-Memorandum and Articles of Association tal-kumpanija intimata minghajr il-kunsens tar-rikorrent; dana peress li r-rikorrent ghandu interess li jikkawtela l-pretensjonijiet tieghu fil-konfront ta' l-intimati u' oġo:

1. Illi fis-sena 2005, meta hu r-rikorrent u' oġo l-intimat George Cauchi, kien ghaddej mill-proċess ta' separazzjoni legali minn ma' martu Rosette Cauchi, kien intilahaq stehim bejn l-imsemmi intimat u' r-rikorrent, illi r-rikorrent jixtri sehem l-imsemmija Rose Cauchi mill-komunjoni ta' l-akkwisti ezistenti bejna u' l-istess intimat u' dana versu s-somma ta' hamsin elf lira Maltin (Lm50,000) - li illum huma ekwivalenti ghal mija u' sittax-il elf u' erba' mija u' tmienja u' sittin euro u' sebgha u' sittin centezmi (€116,468.67);

2. Illi fost l-assi formanti parti mill-imsemmija komunjoni ta' l-akkwisti ezistenti bejn l-intimat u' martu, kien hemm l-azzjonijiet tal-kumpanija intimata Geomike Limited, liema azzjonijiet kienu kollha, nief ghall-azzjoni wahda biss, irregistrati f'isem l-intimat;

3. Illi ghalhekk l-intimat George Cauchi akkwista sehem martu Rosette Cauchi bhala fiducjarju u' l-interess ahhari tar-rikorrent;

4. Illi skont il-fuq imsemmi stehim ezistenti bejn l-imsemmija ahwa Cauchi, ir-rikorrent akkwista nofs (1/2) l-azzjonijiet tal-kumpanija intimata kif ukoll dahal fi shab ma' l-intimat;

20 JUL 2010
Dey €11.65
Sabit €2.33
€13.98
REM

Handwritten signatures and initials

2

5. Illi effettivament meta wasal iż-żmien li jsir il-kuntratt ta' separazzjoni bejn l-intimat u martu, ir-rikorrent hallas ill-mart l-intimat (tramite l-avukat ta' l-istess intimat) is-somma pattwita ta' hamsin elf lira Maltin (Lm50,000) oltre s-somma ulterjuri ta' elf lira Maltin bhala spejjeż, u dawn il-pagamenti saru permezz ta' żewġ bank drafts li kopja tagħhom qed jiġu hawn annessi u mmarkati bhala Dok. A u B;

6. Illi insegwitu għal dan il-ftehim, u wara li gie ffirmat il-fuq imsemmi kuntratt ta' separazzjoni personali (Dok.C), in vista tal-fatt li r-rikorrent kien issa akkwista hamsin fil-mija (50%) tal-kumpanija intimata, huwa bada johrog il-flejjes mil-fondi personali tiegħu a benefiċċju tal-istess kumpanija intimata peress li din kiener fi stat finanzjarju prekarju hafna u dana kif ser jirrizulta ahjar waqt it-trattazzjoni tal-kawza li giet ipprezentata kontestwalment ma' dan il-mandat;

7. Illi fost l-ohrajn, l-attur sborsa s-somma ta' erbghin elf lira Maltin (Lm40,000) u dana sabiex il-Bank of Valletta plc, bhala kreditur tal-istess kumpanija intimata, jieqaf milli jipproċedi għal bejgh in sub hasta tal-proprietà tal-kumpanija intimata;

8. Illi effettivament, għalkemm l-ebda azzjoni tal-kumpanija intimata ma giet formalment registrata f'isem ir-rikorrent, kif ukoll ir-rikorrent qatt ma gie formalment innominat bhala direttur tal-istess kumpanija intimata, r-rikorrent kien involut direttament għan-nom tal-kumpanija intimata fix-xogħolijiet ta' refurbishment tal-"Cote d'Azur Restaurant" li huwa l-unika proprietà immobiljari tal-kumpanija intimata. In fatti fost l-ohrajn r-rikorrent**

Illi l-esponenti se jiġi ppreġudikat jekk l-intimat ma jiġix inibit kif inghad;

Għaldaqstant, l-esponenti umilment jitlob lil din l-Onorabbli Qorti jogħgobha tordna l-hruġ ta' mandat ta' inibizzjoni sabiex iżommu milli jkompli jagħmel l-hwejjeġ hawn fuq imsemmija.

Avukat A. V. Carlo M. Vigna
293/16, Triq ir-Repubblika, Valletta

[Handwritten signature]

Illum 16 ta' Jannar 2012
Deher Jane Kramar
I.D. No. 101157071
halef il-korretezza ta' dan l-att
waqt li qrajtulu

VERONICA ROSSIGNAUD L.P.
Commissioner for Oaths

Prokuratur Legali

Illum,

jum ta'

20

16 JUNE 2010

[Signature]
Romina Borg
Clerk of Justice (Malta)
Deputy Registrar

Ikkonfermat quddiemni bil-gurament wara li qrajtlu l-kontenut, u fil-prezenza ta'

bhala xhud ta' l-identità, u pprezentat minn

[Handwritten notes in Maltese:]
M. Vigna
wara li rreġistret l-id difensur
tal-partijiet u kienet l-avukat
tas-sollicitanti għall-ordni
sabiex jidher li huwa sollicitant
għall-ordni. Tal-mandat
Talegħi l-ordni.

A. V. Rossignaud
P.O. Box

[Handwritten signature]

3

**dahal bhala garanti in solidum ta' l-istess kumpanija initmata mal-Bank of Valletta plc u dana kif jirrizulta mill-annessi Dok. D u E;

9. Illi minkejja dan kollu, l-azzjonijiet li r-rikorrent kien akkwista kif fuq spjegat, baqghu qart ma gew registrati f'isem r-rikorrent u baqghu registrati f'isem l-intimat George Cauchi li kwindi qed jiddetjeni tali azzjonijiet bhala prestanome tar-rikorrent u kwindi taht obligazzjonijiet ta' natura fiducjarja;

10. Illi minkejja li l-intimat gie interpellat sabiex jonora l-obbligazzjonijiet tieghu u konsegwentement li jaghmel dawk l-atti kollha neccessarji sabiex nofs (1/2) l-azzjonijiet tal-kumpanija intimata jigu finalment formalment registrati f'isem ir-rikorrent, l-intimat baqa' inadempjenti;

11. Illi, peress li f'ghajnejn it-terzi jidher li bhalilkieku l-intimat George sive Gino Cauchi huwa l-proprietarju ta' l-imsemmija azzjonijiet tal-kumpanija intimata kif ukoll bhala l-uniku direttur ta' l-istess kumpanija, jekk allura ma jigix milquh dan il-mandat hemm ir-riskju serju li l-intimat George sive Gino Cauchi jittrasferixxi l-azzjonijiet tal-kumpanija intimata lill-terzi jew inkella li jbidel ix-share capital jew structure tal-kumpanija intimata b'tali mod li eventwalment ixejjen l-investment tar-rikorrent, kif ukoll hemm ir-riskju li l-kumpanija intimata - li taghha l-intimat huwa l-uniku direttur kif jirrizulta mill-anness Dok. F - tittrasferixxi lill-terzi l-imsemmi restaurant "Cote d'Azur" li kif diga nghad huwa l-unika proprjeta immobbli u kwindi l-assi principali ta' l-istess kumpanija lill-terzi, u konsegwentement anki f'dan il-kaz l-investment tar-rikorrenti jigi jisfa fix-xejn u dana klollu jkun ta' dannu u pregudizzju ghar-rikorrent;

12. Illi recentement l-intimat kecca lir-rikorrent mir-restaurant - fejn anki kien hemm incident li fih gew involuti l-Pulizija - u estromettieh kompletament mill-gestjoni u tmexxija kemm ta' l-istess restaurant kif ukoll tal-kumpanija intimata;

13. Illi kif ga surilevat, ir-rikorrent kontestwalment ma' dan il-mandat intavola rikors guramentat fi-ismijiet fuq premissi (kopja tieghu hawn anness u mmarkat bhala Dok. G) permezz ta' liema qed javanza l-pretensjonijiet tieghu u qed jitlob fost l-ohrajn li din l-Onorabbli Qorti tordna li nofs (1/2) l-ishma tal-kumpanija intimata jigu registrati f'ismu.

19 7 2010

16 7 2010

19 7 2010

10 7 2010

J.T. FARRUGIA
MARIKXALL

Nghid u nizzgura li fi
 nnotifikajt lil
 personalment billi tajtu/
 billi hallejtu fl-indirizz moghti
 b'kopja ta'
 dana fil-mkjen ma' estratt mill-art 5 ta' l-Att dwar
 Proceduri Gudizzjarji (Uzu ta' l-Illien Ingliż) Kapittlu 64

MARIKXALL

RIKORRENT: "English Rose", No. 2, Triq il-Qremput, Marsascala

INTIMATI: 1) George Cauchi - "Crystal Court" Flat 5, Triq ir-Rozz, Marsascala
2) Geomike Limited - "Cote d'Azur Restaurant" l-4, Triq Sant' Antnin, Marsascala

ESEKUZZIONI: "Cote d'Azur Restaurant" l-4, Triq Sant' Antnin, Marsascala

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(4)

Mandat ta' Inibizzjoni

Il-lum 28 7 10
 Ngħid li għura li fi 28 7 10
 hawn F S Q.

Il-Ministru ta' l-Industrija

f'idejn **REPUBBLIKA TA' MALTA**

ta' l-Ministru ta' l-Industrija u l-Enerġija
 ta' l-Ministru ta' l-Industrija u l-Enerġija
 ta' l-Ministru ta' l-Industrija u l-Enerġija

Lil

Marixxall tal-Qorti

BILLI għe prezentat ir-rikors ta' hawn fuq, u jirrikorra l-elementi mehtiega skond il-ligi għal ordni infraskritt.

Inti għaldaqshakk, fuq ir-rikors imsemmi, ordnat illi, b'kopja li tagħti ta' dan il-mandat lill-imsemmi intimat, inti għandek iżżomm lill-intimat milli jagħmel il-hwejjeġ imsemmija fl-imsemmi rikors li huma ta' hsara għar-rikorrent, taht il-pieni li thedded il-ligi għal min jonqos:

U wara li tagħmel dan, jew jekk tiltaga' ma' xi xkiel fl-esekuzzjoni ta' dan il-mandat, inti għandek mianufih tgħarraf lil din il-Qorti.

Mogħti mi

bix-xiehda ta'

Duttur ta'-Ligi

tal-Qorti hawn fuq imsemmi

27 jum ta' huljen 2010

[Signature]

28-7-10
 ta' l-Ministru ta' l-Industrija u l-Enerġija
 ta' l-Ministru ta' l-Industrija u l-Enerġija

28-7-10
 ta' l-Ministru ta' l-Industrija u l-Enerġija
 ta' l-Ministru ta' l-Industrija u l-Enerġija

Qorti ta' l-Industrija u l-Enerġija

Avviz ghas-smigh ta' kawza.
Notice of hearing of a cause.



MAN Nru. 1145/2010/1 AJM

5

REPUBBLIKA TA' MALTA
REPUBLIC OF MALTA
QORTI CIVILI, PRIM' AWLA
CIVIL COURT, FIRST HALL

2

ONOR. IMHALLEF ALBERT J. MAGRI

Kawza
Cause

CAUCHI JOHN

vs.

CAUCHI GEORGE SIVE GINO ET

Lil
To the said

fuq imsemmi.

Il-kawza fi-ismijiet hawn fuq imsemmija giet imqieghda fil-lista tal-kawzi li ghandhom
The cause between the said parties is entered in the list for the sitting to be
jinstemghu nhar It-Tlieta, 20 ta' Lulju, 2010
held on the Awla fi 11:30 a.m.

Dan jiswa lilek b'avviz u biex taghraf timxi.
This is for your information and guidance.

Mir-Registru tal-Qrati Superjuri.
From the Registry of the Superior Courts.

Mahrug illum il-Gimgha, 16 ta' Lulju, 2010
Issued

Deputat Registratur.
Deputy Registrar.

N-għid u niżgura li fi 16-7-2018
 nnotifikajt lil Royal Trust Ltd. Mumpungji
 personalment billi tajtu/
 billi kallejtu li-indirizz mogħti Malta Financial Services Authority
Natabik Road, Attard, Pidejn, Tass-wieja, Dingli, in 2009 700
 b'kopja ta' Ma. Scala
 dana flimkien ma' estrett mill-art 5 ta' l-Att dwar
 Proċeduri Gudizzjarji (Użu ta' l-Iislen Ingliż) Kapittlu 60-
 tal-Ligijiet ta' Malta.

Falzon Raymond
Marxal
 Qrati tal-Gustizzja
 Malta

N-għid u niżgura li ma nnotifikajt lil
 b'kopja ta'
 billi kallejtu li
 indirizz mogħti
 u b'dan għerrek permezz ta' lura lil DR/PL

J.T. FARRUGIA
MARIXXALL

N-għid u niżgura li ma nnotifikajt lil
 b'kopja ta'
 billi kallejtu li
 indirizz mogħti
 u b'dan għerrek permezz ta' lura lil DR/PL

J.T. FARRUGIA
MARIXXALL

N-għid u niżgura li ma nnotifikajt lil
 b'kopja ta'
 billi kallejtu li
 indirizz mogħti
 u b'dan għerrek permezz ta' lura lil DR/PL

J.T. FARRUGIA

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(7)

3

QORTI CIVILI PRIM'AWLA

IMHALLEF

ONOR. ALBERT J. MAGRI LL.D.

Fl-atti tal-Mandat ta' Inibizzjoni numru 1145/2010 fl-ismijiet:

Cauchi John

Vs

Cauchi George sive Gino et

Il-Qorti;

Rat ir-rikors;

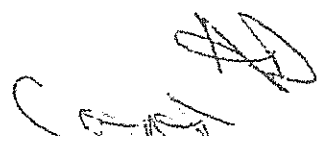
Tappuntah ghas-smiegh ghas-seduta tat-20 ta' Lulju, 2010 fil-11:30a.m.;

Tordna n-notifika immedjata lill-kontroparti li jkollha sa dakinhar biex tipprezenta risposta stante l-urgenza.

Ilum 16 ta' Lulju, 2010.



Romina Borg
Deputat Registratur



8 4
Dok A



143, CARMEL STREET, LUQA LQA 04 MALTA

44-050
20/06/05

Date

PAY OR ORDER DESIRA or Order

ONE THOUSAND MALTA LIRI ONLY

Liri***1,000.00

Please Underline, Above

To HSBC Bank Malta p.l.c.

[Signature]
For HSBC Bank Malta p.l.c.

Cheque No. Ser. Code Account No.

⑈388926⑈ 44⑈90⑈ 9070002200⑈

Dok B



143, CARMEL STREET, LUQA LQA 04 MALTA

44-050
20/06/05

Date

PAY OR ORDER DESIRA or Order

FIFTY THOUSAND MALTA LIRI ONLY

Liri***50,000.00

Please Underline, Above

To HSBC Bank Malta p.l.c.

[Signature]
For HSBC Bank Malta p.l.c.

Cheque No. Ser. Code

⑈388927⑈ 44⑈90⑈ 9070002200⑈

[Handwritten marks]

Dok C

George Cauchi

(91)

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DEED NO: 151.

Separation

This twenty first (21st) day of July of the year two thousand and five (2005).

Before me, Marco Burlo, a Notary Public, duly admitted and sworn, personally appeared subsequent to my having personally ascertained their identity by means of the hereunder mentioned documents in terms of law:

On the one part

George Cauchi, unemployed, son of Victor and Maria nee Mifsud, born in Luqa and residing at Tarxien, holder of Identity Card number 198059(M), hereafter referred to as "the husband";

And

On the other part

Rosette sive Rose Cauchi, wife of the said George, daughter of Carmelo Borg and Carmela nee Busuttil, born in Paola and residing at Tarxien, holder of Identity Ccard number 116558(M), hereafter referred to as "the wife".

The said parties premise and declare that:

- (i) They contracted their marriage on the eighteenth (18th) day of December of the year one thousand nine hundred and eighty two (1982);
- (ii) Their matrimonial co-habitation is no longer possible on account of gross incompatibility of character and other reasons which suffice at law to justify the obtainment of a personal separation;
- (iii) From their marriage they have two children, namely Christian Cauchi born on the ninth (9th) of May of the year one thousand nine hundred and eighty eight (1988) and Carlos Cauchi, born on the fifteenth (15th) of November of the year one thousand nine hundred and ninety two (1992);

And whereas the said parties are duly authorised to appear on this deed in virtue of a decree of the Family Court of Malta dated the fourteenth (14th) day of June of the year two thousand and five (2005);

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The parties hereto are appearing on this contract of consensual personal separation and do hereby agree and contract as follows:-

1. The parties are hereby separating from each other and liberating one another from the reciprocal obligations of co-habitation and assistance. Either spouse is free to establish his or her residence where he or she deems fit, without the necessity of any consent or authorisation from the other spouse;

2. In respect of the said two minor children, the parties agree the following:-

i) Save for the stipulations contained hereunder and governing the care and custody of the minor children, the said minor children shall for the duration of their minority remain subject to the authority of both their parents, the said spouses, who shall jointly take all major decisions concerning the welfare, education and health of the said minor children - provided that either parent shall be entitled to take such decisions as are urgent and immediately necessary in the best interests of any of the minor children, as subject to such parent's duty to communicate such a decision without delay to the other parent.

ii) With regard to the exercise of the rights of parental authority the parties agree as follows:-

a) Each party shall be entitled to full information and advice from the other party and/or any third parties in all matters concerning the health, education and welfare of the said minor children;

b) Each party shall be entitled to receive notice of and attend all school occasions where the attendance of the students' parents is invited;

c) The said minor child shall at all times be issued with a separate passport. The passport so issued shall be held for safe-keeping by the wife, subject to her obligation to consign same to the husband for the purposes of the travel referred to in this clause. Where either party refuses his or her consent to the issue of a passport for the minor child, the other party shall be entitled to seek court authorization to procure the

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tal-fatt li r-rikorrey
mil-fondi personali
rju hafna u dana k
il-mandat;
Illi fost l-ohrajn, l-
plc. bhala kreditur
kumpanija intimat
8. Illi effettivam
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d'Azur Resta
Illi l-

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issue of such passport independently of the other party's refusal;

d) Neither spouse shall be entitled to travel with any of the said minor children from the Island of Malta and its dependencies for holidays, without the consent of the other spouse or, in case of disagreement, by authority of the competent court. The wife acting alone and without the necessity of the husband's further consent or authorisation, is hereby authorised to apply for, obtain, renew and retain each of the children's passports;

e) The spouses do reciprocally undertake to safeguard the moral and material welfare of their minor children, during any such time when the said children are under their care.

iii) The minor children are entrusted under the sole care and custody of their mother, as subject to the father's right of access to the minor children on such days and times as shall be agreed between the parties and with the said minor children, due regard being had to the children's scholastic needs;

iv) The parties agree that irrespective of the stipulations regulating the days and times of access, the following stipulations shall be observed:-

a) Each party shall have adequate access to the minor children on Christmas Day, Easter Sunday, New Year's Day and on the said minor children's birthdays. Such access shall be agreed between the parties from time to time or determined by the competent court in the event of any dispute;

b) The parties further agree that the husband shall not exercise any access to the minor children on the wife's birthday and on Mother's Day, whilst the husband shall have access to the said minor children on his Birthday and on Father's Day;

v) In the event of a dispute arising between the parties regarding the said minor children, the issue shall be determined by the exclusive jurisdiction of the Civil Court of Voluntary Jurisdiction.

3. The husband hereby undertakes and obliges himself to pay unto his wife, by way of maintenance towards the needs of the parties' children the collective

(12)

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monthly sum of one hundred and fifty Maltese liri (Lm150). The husband declares to be presently unemployed, and the maintenance set out in this Article shall start to be payable monthly in advance with effect from the date upon which the husband finds gainful employment or otherwise derives other means of income, provided that such date shall not be later than four (4) months from the date of publication of this deed. The parties agree that the said obligation shall be regulated by the following terms and conditions:-

- i) The maintenance shall be payable on due date by standing order to such bank account as will be indicated by the wife to the husband from time to time;
- ii) The maintenance set out in this deed shall be revised and increased every year in accordance with the cost of living index published and maintained by the Government of Malta. The said revision shall occur *ipso iure* upon each anniversary of this deed, without the necessity of the filing of any judicial procedures or other formality;
- iii) Without prejudice to the increase contemplated in the immediately preceding paragraph of this Article, the maintenance payable by the husband towards the needs of the minor children will be increased to two hundred Maltese liri (Lm200) per month, with effect from the first (1st) day of July of the year two thousand and eight (2008);
- iv) Maintenance payable by the husband shall remain so payable even after the minor children would have attained the age of eighteen, and such obligation will only be cease *ipso iure* in respect of either child, on the occasion that such child ends his regular studies (excluding any post-graduate course) or marries or establishes a separate residence or finds gainful employment or other separate source of income (excluding any University stipend or the lump sum contribution referred to under paragraph viii hereunder), whichever happening occurs first - provided that on the occasion of the first reduction in the maintenance contribution payable by the husband owing to the first occurrence as hereabove defined, the monthly maintenance contribution payable in respect of the remaining minor child will only be reduced to one hundred Maltese liri (Lm100) or fifty per cent (50%) of the maintenance payable by the husband for

(B)

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the minor children at the time of revision, whichever is the greater amount;

v) The maintenance stipulated under this Article will not be subject to any revision if the wife is in gainful employment, even on a full-time basis;

vi) In addition to the maintenance so stipulated, the husband shall furthermore undertake to pay one-half of any educational and/or extraordinary health costs incurred in respect of the minor children, which obligation shall cease *ipso iure* in respect of either child, from the moment that the husband's obligations to maintain such child shall also cease in terms of paragraph iv) of this clause;

vii) Any sum payable by the State by way of children's allowance and/or other family benefits, will be payable solely to the wife and applied in toto towards the maintenance and welfare of the minor children;

viii) In addition to the maintenance obligations hereabove stipulated, the husband does further undertake to pay unto each child, by way of an additional maintenance contribution, a sum of ten thousand Maltese liri (Lm10,000) - which shall be payable, with respect to each child, in two separate instalments of five thousand Maltese liri (Lm5,000) each on the occasion of their respective eighteenth (18th) and twenty-first (21st) birthdays.

4. The parties hereby definitely renounce to their right to claim and/or receive maintenance from each other. The parties declare that the renunciation stipulated in this clause shall be considered irrevocable for all intents and purposes of Law and shall persist and remain effective notwithstanding any change in the parties' respective means and conditions;

5. The parties hereby declare that saving what is hereafter stated, they have received and are now in exclusive possession of all their respective paraphernal movable property, including moneys derived from paraphernal funds and advanced in favour of the Community of Acquests;

6. The parties renounce to their respective rights and claims of succession or inheritance over each other's

estates. The parties agree that the effects of this stipulation shall extend to testamentary dispositions made by either party in favour of the other party prior to this deed, such that by operation of this deed, such dispositions shall lapse and not have effect without the need of further formality. Provided however, that this stipulation shall not extend to any testamentary disposition made after the publication of this deed.

7. Each party shall hereafter be entitled to perform and exercise all acts of civil and commercial life without the need of the other party's consent, assistance or intervention;

8. The parties agree that the terms and conditions of this contract shall not be varied in the event that their marriage is dissolved or annulled by a Maltese or foreign court or by any tribunal possessing concurrent jurisdiction in Malta or where spouses' rights are varied by subsequent legislation.

9. The parties do hereby terminate the Community of Acquests existent between them and they shall proceed to liquidate and divide the property forming the Community of Acquests and other property held in common between them howsoever derived. The parties furthermore, declare that they have liquidated the property held by them in common (whether forming part of the Community of Acquests existent between the parties or otherwise held in community of ownership between the spouses) and that the said property is to be divided into two (2) portions, irrespective of its provenance and time of acquisition, respectively designated portion A and portion B, which portions shall be formed as follows:-

PORTION A

Five thousand nine hundred and ninety nine ordinary shares of one Malta Lira each in

i) The company named "Geomike Limited" with registration number C 8820, inclusive of all its assets and liabilities, including without limitation the full and absolute ownership of the commercial premises named "Cote d'Azur", in Triq Sant' Antnin corner with Triq il-Buttar, Marsascala said property having been acquired by the spouses Cauchi by virtue of a deed in the records of Notary Doctor Joseph Tabone of the

Cauchi AJ

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tenth (10th) of September of the year nineteen hundred and ninety two (1992);

ii) The motor vehicle of the make Isuzu, a van bearing registration number letters "F" "B" "F" numbers two zero six (FBF 206);

iii) Full and absolute ownership of the former matrimonial home named "Rosetta", in Triq il-Kurunell Maas, Tarxien said property having been acquired by the spouses Cauchi by virtue of a deed in the records of Notary Doctor George Cassar of the twelfth (12th) of February of the year nineteen hundred and seventy nine (1979);

PORTION B

i) The motor vehicle of the make Mazda 626, bearing registration number, letters "C" "A" "J" numbers two five one (CAJ 251);

ii) The movable effects presently situated in the matrimonial home saving/or those referred to in paragraphs roman seven (vii) and eight (viii) of article eleven (11), as well as those other effects which are of their nature personal to the husband. The husband does hereby permit the wife to retain such effects in the matrimonial house within the period contemplated in paragraph roman numbers seven (viii) of article II, and undertakes to permit her to remove the same effects as she deems fit at anytime up to the termination of her title for whatever cause in terms of said paragraph.

10. The parties agree that Portion A, as described above, shall be assigned to the husband, whilst portion B, as described above, shall be assigned to the wife. Consequently and in virtue of this deed, the wife assigns and transfers, by title of liquidation and division, unto the husband, who under the same title, accepts and acquires the said property, movable and immovable, comprised in and forming the said portion A, and this in full and final settlement and satisfaction of the said husband's share in the said Community of Acquests and in the common property acquired by the spouses prior to their marriage, liquidated and divided in terms of this deed. Furthermore, the husband hereby assigns and transfers by title of liquidation and division unto his wife, who under the same title,

accepts and acquires the said movable property comprised in and forming the said portion B, in full and final settlement and satisfaction of the said wife's share in the said Community of Acquests and common property acquired by the parties, liquidated and divided in terms of this deed;

11. With reference to the liquidation and division herein agreed, the parties furthermore agree as follows:-

i) The husband does hereby waive his rights to the registration of a special privilege warranting the peaceful possession and unrestricted enjoyment of the property comprised in his share and does hereby exempt the undersigned Notary from such registration;

ii) Saving what is otherwise agreed in this deed, the parties agree that each party has received and is now in exclusive possession of the property comprised in that party's share of the Community of Acquests. Parties further agree and declare that saving what is contemplated in this deed, the said parties possess no reciprocal rights or claims;

iii) With regards to debts burdening the Community of Acquests and not otherwise provided for in terms of this deed, the parties agree as follows:-

a) Saving where it is otherwise agreed and stipulated in this deed, all debts burdening the Community of Acquests existent between the parties shall be payable exclusively by the party that has contracted such debt;

b) The wife shall pay all bills relating to the rental and consumption of utilities, including water and electricity, cable and telephone contracted inside the former matrimonial home, until such time when the wife vacates the said home in terms of paragraph vi) of this clause hereunder;

c) The husband shall pay all bills including those which are pending, relating to the rental and consumption of utilities, including water, electricity and telephone contracted inside the shop "Cote d'Azur" in Triq Sant'Antnin, Marsascala;

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Page No. A

d) The husband shall also pay any outstanding liabilities or debts personally due or otherwise guaranteed by the spouses Cauchi or otherwise burdening the Community of Acquests, and whether relating to the business and/or the limited liability company mentioned under Portion 'A' above, and/or to any other limited liability company in which the husband holds any share, right or interest, and/or to any business/es conducted by him on his own account or together with his wife, which outstanding liabilities include without limitation the repayment of the overdraft and loan facilities granted by Bank of Valletta plc and operated from the said bank's Zabbar branch, as well as outstanding liabilities due to the VAT Department and the Income Tax Department;

Pursuant to this obligation, the husband is concurrently with this deed obtaining the consent of Bank of Valletta plc to release the wife from any personal liability, suretyship or guarantee granted before today by the said wife in favour of the same bank. Furthermore, the husband hereby undertakes and obliges himself to release and liberate his wife, in the most absolute and unconditional manner from all such other burdens, debts, liabilities and warranties which may exist in relation to the said company or business' liabilities.

e) All debts burdening the Community and contracted in favour of the members of the family of either party shall be payable exclusively by the party who is related to the creditor of such debt;

f) Each party shall be exclusively responsible for the settlement of any arrears of Income Tax or Social Security Contributions claimed by or due to the Department of Inland Revenue or other competent authority in respect of that party's earnings or other income wheresoever derived, including such earnings or income earned prior to this date - provided that the husband shall be solely responsible for the payment of any arrears, charges or penalties due on any income tax, value added tax and Social Security Contributions burdening the community of acquests previously existent between the spouses, save for those personally due by the wife in respect of income derived from her employment. The husband further agrees and hereby holds his wife harmless in the respect of the obligations so assumed by him;

g) Any tax refunds due in respect of the basis years two thousand and three (2003) and two thousand and four (2004) shall be payable exclusively to the wife, without any consideration to be paid to the husband. Tax refunds due in respect of other periods of tax shall be payable to either spouse pro-rata according to their respective incomes for that period.

iv) The parties undertake and agree to file separate income tax returns with effect from the date of this deed;

v) The parties declare that the division completed by them in terms of this deed constitutes a compromise of their respective rights and claims and has been agreed by them in order to avoid litigation. In view of the discrepancy in value between the portions respectively assigned unto each spouse in virtue of this deed, and after taking into account the value of both the assets and the liabilities comprised in the community of acquests formerly existing between the spouses, the husband is hereby paying the wife, who accepts and tenders due receipt for, the sum of fifty thousand Maltese liri (Lm50,000), which payment is being tendered by way of owelty and in full and final settlement of any and all compensation which may be due to the wife relating from the difference in the values of each portion respectively assigned to each spouse on this deed;

vi) The wife declares that she possesses no further rights or interests in the former matrimonial home, save that the husband is hereby permitting the wife to continue to make use of the said former matrimonial home, by title of loan for use ('*commodatum*'), which is being granted solely and exclusively to the wife and for the sole purpose of utilising the said house as her ordinary residence, together with the minor children, up to not later than six (6) months from the date of publication of this deed. Upon the expiry of the said period of six (6) months, the wife does hereby undertake to vacate the said house and redeliver vacant possession thereof unto the husband, under pain of payment of a penalty, in case of delay, of fifty Maltese liri (Lm50) for each day or part thereof during which the wife shall remain in unauthorised occupation of the said house following the aforementioned date, which penalty shall not be revisable by any court or tribunal. This grant is being

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made under the express resolute condition that the wife will not allow or permit any third party to occupy or be accommodated, even if temporarily, within the said house and for any reason whatsoever, save for cases of medical treatment or close relatives. In case of breach of this condition, the husband's grant under this article will be *ipso iure* terminated and the wife will be obliged to vacate the house and redeliver vacant possession thereof unto the husband within one (1) week from the date of the husband's written request, under pain of payment of the above-stipulated penalty.

vii) Saving what is otherwise specifically stated in this deed, each party will retain exclusive ownership to credits, cash, documents of title and/or bank accounts in his or her respective name, and this on account of that party's share deriving from the liquidation and division of the assets comprised in the community of acquests;

viii) Saving as stipulated in this deed, any life insurance and/or cash endowment policies in either of the respective spouses' possession or held in his or her respective name, will be retained by the possessor or the named beneficiary as part of his or her share derived from the liquidation and division of the assets comprised in the community of acquests, but the minor children will be named as joint beneficiaries thereof, without prejudice to any rights of third parties in respect of any of the said policies;

ix) The parties reciprocally undertake to indemnify each other in respect of any payments, charges, costs or other expenses which may be incurred by such spouse in the event that such spouse is, at any time hereafter, sued or otherwise constrained to pay any liability which is, in terms of any part of this deed, the exclusive responsibility of the other spouse.

12. The parties agree that all expenses and fees due in respect of this deed shall be shared equally between the said parties. Each party is separately bear his/her legal costs.

For the purposes of the Duty on Documents and Transfers Act of the year one thousand nine hundred and ninety three (1993), I the undersigned Notary do hereby declare that:-

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Page No.

i) the parties acquired the immovable property assigned by virtue of this deed under an onerous title, by virtue of the deeds mentioned earlier, on this deed;

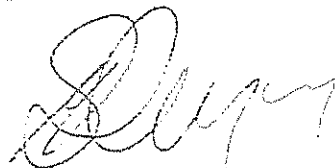
ii) no duty is due on this deed of personal separation authorised by decree of the competent Civil Court.

For the purposes of the Tax Management Act of the year one thousand nine hundred and ninety four (1994) I the undersigned Notary hereby declare that no capital gains tax is due on this deed of personal separation authorised by decree of the competent Civil Court.

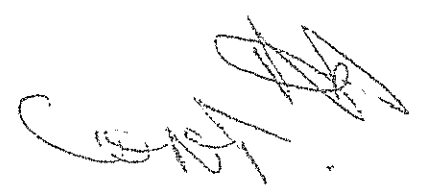
This deed has been done, read and published by me the undersigned Notary after having explained the contents thereof to the parties in accordance with the law in Malta at Valletta Saint Christopher Street, number one hundred and seventy three (173):

George Cauchi.
Rosette Cauchi.
Judge Joseph Azzopardi.
Marco Burlo'
Notary Public,
Malta.

A true copy of the Original deed
in my Records issued today the 28th July 2005.
Quod Attestor.



Marco Buttigieg,
Notary Delegate of Notary Marco Burlo',
Notary Public, Malta.
San Gwann Court, Naxxar Road, San Gwann.



RIC61

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Today, nineteenth day of
December, two thousand
and eight (19.12.2008).

No: 21

Loan and
Suretyship

Before me, Notary Doctor Malcolm Mangion,
duly sworn and admitted, have personally appeared, after
having verified their identity in terms of law, by means of
the documents mentioned hereunder:

L. 20276/2008
(Loan)

Of the one part, Jennifer Minuti wife of Neville
daughter of James Balzan and Emanuela nee Brincat born
in Pieta and residing at Gudia, holder of identity card
number 844070 (M) who is appearing on this deed, for and
on behalf of Bank of Valletta p.l.c., as duly authorised, to
be referred to hereinafter, as "the Bank".

Of the second part George Cauchi, Company
Director, son of Victor and of Maria nee Mifsud, born in
Luqa and residing at Marsascala, holder of identity card
number 198059(M), who is appearing on this deed in the
name of, for and on behalf of the limited liability company
"Geomike Limited", Company Registration Number C
8820, as duly authorised in virtue of the Memorandum and
Articles of Association of the said company, to be referred
to hereinafter as "the customer".

Of the third part, the said George Cauchi, is
also appearing on this deed in his own personal name and
personal capacity, 'de proprio', together with his brother
John Cauchi, electronics engineer, legally separated, son
of Victor and Maria nee Mifsud, born in Luqa and residing
at Ireland, holder of identity card number 0101257
(M). The said George Cauchi 'de proprio' and the said John
Cauchi are hereinafter together referred to as "the sureties".

For all intents and purposes of law:-

a) it is hereby declared that the said George
Cauchi is legally separated from his wife Rosette sive Rose

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Cauchi nee' Borg in virtue of a deed in the records of Notary Doctor Marco Burlo of the twenty first (21st) day of July, of the year two thousand and five (2005) as enrolled in the Public Registry of Malta per note of enrolment bearing progressive number fifteen thousand one hundred and eleven of the year two thousand and five (Ins. 15111/2005); and

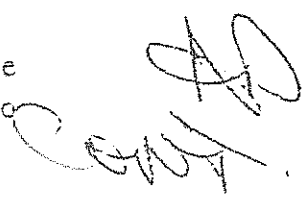
b) the said John Cauchi hereby declares that he contracted marriage abroad on the eighth day of May of the year one thousand nine hundred and eighty two (08/05/1982) and he subsequently legally separated from his wife Ann Cauchi in virtue of a decree issued by the Circuit Family Court, County of the City of Dublin on the twenty third day of February of the year two thousand and six (23/02/2006), Record Number: 02070/2004.

Whereas the customer has requested the Bank, to grant it on loan, the sum of fifty five thousand Euro (€55,000), which sum the customer requires for its business commitments, offering as security, a General Hypothec over all its property in general, present and future and a Special Hypothec on the hereunder described property situated in Marsascala, and this over and above the joint and several suretyship hereunder described.

Whereas the Bank has acceded to the request of the customer subject to the limitations and conditions set out hereunder.

Now, therefore, in virtue of the first part of this deed, the Bank declares to accede and hereby accedes to grant on loan to the customer, which accepts, the sum of fifty five thousand Euro (€55,000), hereinafter referred to as 'the loan', withdrawable in one or several amounts at the Bank's sole discretion and for the afore mentioned purpose and provided that the total drawings shall not exceed the said sum of fifty five thousand Euro (€55,000).

It is agreed that the loan shall bear interest at the rate stipulated in the sanction letter. The said interest is to



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be reckoned on the outstanding balance of the loan from time to time, in accordance with recognised banking practice.

Any adjustment to the repayment of the loan due to any variation in the interest rate may be accommodated at the discretion of the Bank by way of:

(i) an adjustment to the amount of the regular repayments during the period of the loan; or

(ii) an adjustment to the number of repayments within the period of the loan; or

(iii) an adjustment in the amount of the final repayment. If no such adjustment is made, repayments will continue until the loan, together with interest is repaid, notwithstanding that this may alter the period originally envisaged.

Unless otherwise agreed, the loan shall be repaid and settled in full over a period of five (5) years or any extension thereof.

The Bank, the customer and the sureties agree, that if any one of the instances, events and/or circumstances listed in the attached Schedule marked document 'C' , and which document forms an integral part of this deed, occurs, then, or any time thereafter, the Bank may, by notice to the customer and/or the sureties, and/or any one or more of them, 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 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; or

Handwritten signature/initials

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(b) in the event of changes in costs or reductions in return to the Bank, including costs or reductions in return, which shall be consequent upon compliance by the Bank, with any capital adequacy or minimum reserve requirements, or any other request from, or requirement of any central bank or other fiscal, monetary or other authority; or

(c) if the customer and/or the sureties are in breach of this deed, or otherwise in default; or

(d) in the event of changes in the law, and/or a decision or recommendation of a Court, regulator or similar body; or

(e) in the event of the introduction of new or improved products, systems, methods of operation, technology, alternative delivery channels, services or facilities; or

(f) in the case of a merger with, or take over of the business of another Bank or organisation offering similar services; or

(g) if any event occurs, or circumstance arises, which may reasonably affect the performance by the customer and/or by the sureties, of all, or any of the obligations under this deed.

The Bank will give the customer and/or the sureties, reasonable notice of any such amendment.

In warranty of the proper observance of the obligations undertaken in favour of the Bank in virtue of this deed, and in particular of the repayment of the loan, and of the interest accruing thereon and charges in connection therewith, the customer hereby constitutes in favour of the Bank, which accepts:

(25)

b

(i) a General Hypothec over all its property in general, present and future, and this for the sum of fifty five thousand Euro (€55,000) and interest and charges thereon; and

(ii) a Special Hypothec, also for the sum of fifty five thousand Euro (€55,000) and interest and charges thereon, on the four contiguous unnamed and unnumbered garages, converted into a restaurant named "Cote D'Azur", in Triq il-Buttar, corner with Triq Sant Antnin, Marsascalea, built on plots numbered two hundred and eleven (211), two hundred and twelve (212) and two hundred and thirteen (213), forming part of the land known as "Il-Barumbara" sive "Il-Maghluq", bounded on the North by Saint Anthony Street, on the East by a new unnamed road and on the West by property of Barumbara Limited or its successors in title, or more accurate or precise boundaries, free and unencumbered, with all its rights and appurtenances, but excluding its airspace as the said property underlies third party property.

Moreover, in order to better guarantee the obligations undertaken in favour of the Bank in virtue of this deed, and in particular to warrant the repayment of the loan and of the interest accruing thereon, and charges in connection therewith, the aforementioned George Cauchi in his own personal name and personal capacity 'de proprio' and the aforementioned John Cauchi, hereby constitute themselves and stand as sureties, jointly and severally between themselves and in solidum with the customer in favour of the Bank, which accepts, and in support of this suretyship in solidum, they hereby grant and constitute in favour of the Bank, which accepts a General Hypothec over all their property in general, present and future, for the sum of fifty five thousand Euro (€55,000), and interest and charges thereon.

This security is over and above such other security as may be mutually agreed to, from time to time.

(26)

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The hypothecary guarantees herein constituted by the sureties on this deed are in addition to the guarantees signed or which may be signed at a future date on the Bank's guarantee forms.

The customer and the sureties undertake to give to the Bank full details and all information relating to their business and financial position as requested by the Bank from time to time and to accord to the Bank every facility for the verification thereof.

If so requested by the Bank, the customer and the sureties undertake, to insure their property against all the normal risks with a reputable insurance company and to have the Bank's interest noted on the relative insurance policy. Moreover, the customer and the sureties authorise the Bank to effect any insurance as the Bank may deem fit, on their property, at the customer's and/or the sureties' expense.

The customer and the sureties undertake and bind themselves, in favour of the Bank, which accepts, not to:

(1) give, without the Bank's prior written consent, any further hypothecary charges over the above described property, even if these rank after the hypothecary charges registered/being registered in favour of the Bank in virtue of this deed; nor to

(2) transfer, lease, or allow third parties to use the above described property under any title whatsoever, without the Bank's prior written consent.

All fees and expenses in connection with this deed, including but not limited to all legal fees and administrative charges, as well as charges made for bringing up to date, from time to time, the searches into the customer's and the sureties' liabilities and transfers, and for maintaining the Bank's security in good order from time to time to the satisfaction of the Bank; duty on documents and

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transfers and similar taxes, and registration costs and other fees due to the undersigned Notary, shall be borne by the customer and/or the sureties, and the customer and the sureties hereby authorise the Bank, to debit the customer's and/or the sureties' account/s with the Bank with all such fees and expenses, and it shall not be incumbent upon the Bank to verify whether any demand by the undersigned Notary in this respect is justified.

I, the undersigned Notary, hereby declare, after having duly verified with the Land Registry, that the aforementioned property in Marsascala herein hypothecated on this present deed, does not fall within a registration area.

The customer and the sureties and the Bank hereby agree, that the Bank shall be entitled to apply to the Land Registry for the registration of the aforementioned property and/or for the registration of the charges imposed thereon, as the case may be, and as the Bank may deem fit and opportune, and this at the customer's and/or the sureties' expense.

The customer and the sureties acknowledge that the Bank has obtained legal advice on the title to the property herein hypothecated on this deed for the purpose of effecting its own risk assessment in relation to the lending. The customer and the sureties hereby declare that they are not relying on the Bank's decision to lend as proof of title of the property herein hypothecated.

This deed shall be regulated by, governed and construed in accordance with Maltese Law and the Maltese Courts shall have exclusive jurisdiction in relation to any dispute arising here from.

This deed was executed, read and published, after due explanation of its contents, according to the law in Malta, Valletta, Saint George's Square, at times also referred to as Palace Square, number one stroke five (1/5), at the offices of the Bank.

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(Signed) GEORGE CAUCHI

JOHN CAUCHI

JENNIFER MINUTI

MALCOLM MANGION
(Notary Public, Malta)

COM. AD.

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Today, nineteenth day of
December, two thousand
and eight (19.12.2008).

No: (24)

Loan and
Suretyship

Before me, Notary Doctor Malcolm Mangion,
duly sworn and admitted, have personally appeared, after
having verified their identity in terms of law, by means of
the documents mentioned hereunder:

L. 20277/2008
(Loan)

Of the one part, Jennifer Minuti wife of Neville
daughter of James Balzan and Emanuela nee Brincat born
in Pietà and residing at Gudia, holder of identity card
number 844070 (M) who is appearing on this deed, for and
on behalf of Bank of Valletta p.l.c., as duly authorised, to
be referred to hereinafter, as "the Bank".

Of the second part George Cauchi, Company
Director, son of Victor and of Maria nee Mifsud, born in
Luqa and residing at Marsascala, holder of identity card
number 198059(M), who is appearing on this deed in the
name of, for and on behalf of the limited liability company
"Geomike Limited", Company Registration Number C
8820, as duly authorised in virtue of the Memorandum and
Articles of Association of the said company, to be referred
to hereinafter as "the customer".

Of the third part, the said George Cauchi, is
also appearing on this deed in his own personal name and
personal capacity, 'de proprio', together with his brother
John Cauchi, electronics engineer, legally separated, son
of Victor and Maria nee Mifsud, born in Luqa and residing
at Ireland, holder of identity card number 0101257
(M). The said George Cauchi 'de proprio' and the said John
Cauchi are hereinafter together referred to as "the sureties".

For all intents and purposes of law:-

a) it is hereby declared that the said George
Cauchi is legally separated from his wife Rosette sive Rose

Cauchi nee' Borg in virtue of a deed in the records of Notary Doctor Marco Burlo of the twenty first (21st) day of July, of the year two thousand and five (2005) as enrolled in the Public Registry of Malta per note of enrolment bearing progressive number fifteen thousand one hundred and eleven of the year two thousand and five (Ins. 15111/2005); and

b) the said John Cauchi hereby declares that he contracted marriage abroad on the eighth day of May of the year one thousand nine hundred and eighty two (08/05/1982) and he subsequently legally separated from his wife Ann Cauchi in virtue of a decree issued by the Circuit Family Court, County of the City of Dublin on the twenty third day of February of the year two thousand and six (23/02/2006), Record Number: 02070/2004.

Whereas the customer has requested the Bank, to grant it on loan, the sum of three hundred and fifteen thousand Euro (€315,000), which sum the customer requires for its business commitments, offering as security, a General Hypothec over all its property in general, present and future and a Special Hypothec on the hereunder described property situated in Marsascala, and this over and above the joint and several suretyship hereunder described.

Whereas the Bank has acceded to the request of the customer subject to the limitations and conditions set out hereunder.

Now, therefore, in virtue of the first part of this deed, the Bank declares to accede and hereby accedes to grant on loan to the customer, which accepts, the sum of three hundred and fifteen thousand Euro (€315,000), hereinafter referred to as 'the loan', withdrawable in one or several amounts at the Bank's sole discretion and for the afore mentioned purpose and provided that the total drawings shall not exceed the said sum of three hundred and fifteen thousand Euro (€315,000).

eight (19.12.2008).

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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 the loan from time to time, in accordance with recognised banking practice.

Any adjustment to the repayment of the loan due to any variation in the interest rate may be accommodated at the discretion of the Bank by way of:

(i) an adjustment to the amount of the regular repayments during the period of the loan; or

(ii) an adjustment to the number of repayments within the period of the loan; or

(iii) an adjustment in the amount of the final repayment. If no such adjustment is made, repayments will continue until the loan, together with interest is repaid, notwithstanding that this may alter the period originally envisaged.

Unless otherwise agreed, the loan shall be repaid and settled in full over a period of fifteen (15) years or any extension thereof.

The Bank, the customer and the sureties agree, that if any one of the instances, events and/or circumstances listed in the attached Schedule marked document 'C', and which document forms an integral part of this deed, occurs, then, or any time thereafter, the Bank may, by notice to the customer and/or the sureties, and/or any one or more of them, 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 interest rate, fees and charges), may be laid down or amended by the Bank from time to time:

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(a) in the event of changes in market conditions or in banking practice; or

(b) in the event of changes in costs or reductions in return to the Bank, including costs or reductions in return, which shall be consequent upon compliance by the Bank with any capital adequacy or minimum reserve requirements, or any other request from, or requirement of any central bank or other fiscal, monetary or other authority; or

(c) if the customer and/or the sureties are in breach of this deed, or otherwise in default; or

(d) in the event of changes in the law, and/or a decision or recommendation of a Court, regulator or similar body; or


(e) in the event of the introduction of new or improved products, systems, methods of operation, technology, alternative delivery channels, services or facilities; or

(f) in the case of a merger, with, or take over of the business of another Bank or organisation offering similar services; or

(g) if any event occurs, or circumstance arises, which may reasonably affect the performance by the customer and/or by the sureties, of all, or any of the obligations under this deed.

The Bank will give the customer and/or the sureties, reasonable notice of any such amendment.

In warranty of the proper observance of the obligations undertaken in favour of the Bank in virtue of this deed, and in particular of the repayment of the loan, and of the interest accruing thereon and charges in connection therewith, the customer hereby constitutes in favour of the Bank, which accepts:



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(i) a General Hypothec over all its property in general, present and future, and this for the sum of three hundred and fifteen thousand Euro (€315,000) and interest and charges thereon; and

(ii) a Special Hypothec, also for the sum of three hundred and fifteen thousand Euro (€315,000) and interest and charges thereon, on the four contiguous unnamed and unnumbered garages, converted into a restaurant named "Cote D'Azur", in Triq il-Buttar, corner with Triq Sant Antnin, Marsascala, built on plots numbered two hundred and eleven (211), two hundred and twelve (212) and two hundred and thirteen (213), forming part of the land known as "Il-Barumbara", sive "Il-Maghluq", bounded on the North by Saint Anthony Street, on the East by a new unnamed road and on the West by property of Barumbara Limited or its successors in title, or more accurate or precise boundaries, free and unencumbered, with all its rights and appurtenances, but excluding its airspace as the said property underlies third party property.

Moreover, in order to better guarantee the obligations undertaken in favour of the Bank in virtue of this deed, and in particular to warrant the repayment of the loan and of the interest accruing thereon, and charges in connection therewith, the aforementioned George Cauchi in his own personal name and personal capacity 'de proprio' and the aforementioned John Cauchi, hereby constitute themselves and stand as sureties, jointly and severally between themselves and in solidum with the customer in favour of the Bank, which accepts, and in support of this suretyship in solidum, they hereby grant and constitute in favour of the Bank, which accepts a General Hypothec over all their property in general, present and future, for the sum of three hundred and fifteen thousand Euro (€315,000) and interest and charges thereon.

This security is over and above such other security as may be mutually agreed to, from time to time.

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The hypothecary guarantees herein constituted by the sureties on this deed are in addition to the guarantees signed or which may be signed at a future date on the Bank's guarantee forms.

The customer and the sureties undertake to give to the Bank full details and all information relating to their business and financial position as requested by the Bank from time to time and to accord to the Bank every facility for the verification thereof.

If so requested by the Bank, the customer and the sureties undertake, to insure their property against all normal risks with a reputable insurance company and to have the Bank's interest noted on the relative insurance policy. Moreover, the customer and the sureties authorise the Bank to effect any insurance as the Bank may deem fit, on their property, at the customer's and/or the sureties' expense.

The customer and the sureties undertake and bind themselves, in favour of the Bank, which accepts, not to:

(1) give, without the Bank's prior written consent, any further hypothecary charges over the above described property, even if these rank after the hypothecary charges registered/being registered in favour of the Bank in virtue of this deed ; nor to

(2) transfer, lease, or allow third parties to use the above described property under any title whatsoever, without the Bank's prior written consent.

All fees and expenses in connection with this deed, including but not limited to all legal fees and administrative charges, as well as charges made for bringing up to date, from time to time, the searches into the customer's and the sureties' liabilities and transfers, and for maintaining the Bank's security in good order from time to time to the satisfaction of the Bank; duty on documents and

[Handwritten signature]

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transfers and similar taxes, and registration costs and other fees due to the undersigned Notary, shall be borne by the customer and/or the sureties, and the customer and the sureties hereby authorise the Bank, to debit the customer's and/or the sureties' account/s with the Bank with all such fees and expenses, and it shall not be incumbent upon the Bank to verify whether any demand by the undersigned Notary in this respect is justified.

I, the undersigned Notary, hereby declare, after having duly verified with the Land Registry, that the aforementioned property in Marsascala herein hypothecated on this present deed, does not fall within a registration area.

The customer and the sureties and the Bank hereby agree, that the Bank shall be entitled to apply to the Land Registry for the registration of the aforementioned property and/or for the registration of the charges imposed thereon, as the case may be, and as the Bank may deem fit and opportune, and this at the customer's and/or the sureties' expense.

The customer and the sureties acknowledge that the Bank has obtained legal advice on the title to the property herein hypothecated on this deed for the purpose of effecting its own risk assessment in relation to the lending. The customer and the sureties hereby declare that they are not relying on the Bank's decision to lend as proof of title of the property herein hypothecated.

This deed shall be regulated by, governed and construed in accordance with Maltese Law and the Maltese Courts shall have exclusive jurisdiction in relation to any dispute arising here from.

This deed was executed, read and published, after due explanation of its contents, according to the law in Malta. Valletta. Saint George's Square, at times also referred to as Palace Square, number one stroke five (1/5), at the offices of the Bank.

(Signed) GEORGE CAUCHI

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JOHN CAUCHI

JENNIFER MINUTI

MALCOLM MANGION
(Notary Public, Malta)

CAUCHI

Involvements

Dok F

Logoff Contact Us About | DR. CARLO VIGNA (LGEORCLA01)

Accounts

- Change Password
- Edit User Registration
- Top Up Your Account
- Balance Details
- Change Account
- Add link to Company
- Register Certificate

Involvements

Registration No. C 5820

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Status

Name Reservation Status

Directors(1)

Involved Party	Address	Nationality
GEORGE CAUCHI 198059M	CASA ROSETTA, TRIQ IL-KURUNELL MAS, TARXIEN MALTA	MALTESE

Free Services

- Publications
- Official Registry Forms
- Online Filing Information
- Published Files and Notices
- ROC Support Services

Shareholders(2)

Involved Party	Address	Nationality
GEORGE CAUCHI 198059M	CASA ROSETTA, TRIQ IL-KURUNELL MAS, TARXIEN MALTA	MALTESE

Searches

- Company Search
- Search Involvements
- Reserved Names Search

Shares

Type	Class	Issued Shares	% Paid up	Nominal Value Per Share in EUR
Ordinary		5,999	100.0	2.329373

Online Filing

Name Reservation

Involved Party	Address	Nationality
MICHAEL CAUCHI 192762M	33 TRIQ SANTA MARIA LUQA MALTA	MALTESE

Shares

Type	Class	Issued Shares	% Paid up	Nominal Value Per Share in EUR
Ordinary		1	100.0	2.329373

Legal Representatives(1)

Involved Party	Address	Nationality
GEORGE CAUCHI 198059M	CASA ROSETTA, TRIQ IL-KURUNELL MAS, TARXIEN MALTA	MALTESE

Judicial Representatives(1)

Involved Party	Address	Nationality
GEORGE CAUCHI 198059M	CASA ROSETTA, TRIQ IL-KURUNELL MAS, TARXIEN MALTA	MALTESE

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Involvements

Page 2 of 2

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C
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J

Company Details Authorised Shares Involved Parties Documents

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(39)

FIL-PRIM' AWLA TAL-QORTI CIVILI

MIN JIRĊIEVI DAN IR-RIKORS MAHLUF KONTRA TIEGHU GĦANDU JIPPREZENTA R-RISPOSTA MAHLUFA TIEGHU FI ŻMIEN GHOXRIN (20) JUM MID-DATA TAN-NOTIFIKA, CIOÈ MINN META JIRĊEVIHA. JEKK MA TIGĊX IPPRESENTATA R-RISPOSTA MAHLUFA BIL-MIKTUB KIF TRID IL-LIĠI SAŻ-ŻMIEN IMSEMMI, IL-QORTI TGHADDI BIEX TAGĦTI D-DECIZJONI SKOND IL-LIĠI.

GĦALHEKK HUWA FL-INTERESS TA' MIN JIRĊIEVI DAN IR-RIKORS MAHLUF LI JKELLEM AVUKAT BLA DEWMEN SABIEX IL-QORTI TISMA' X' GĦANDU XI JĠMID FIL-KAWZA.

John CAUCHI [K.I. 101257(M)]

-vs-

- 1) George *sive* Gino CAUCHI [K.I. 198059(M)]; u
- 2) GEOMIKE LIMITED (C 8820) għal kull interess li jista' jkollha.

RIKORS ĠURAMENTAT ta' l-attur John CAUCHI [K.I. 101257(M)]

JESPONI BIR-RISPETT U BIL-ĠURAMENT JIĠI IKKONFERMAT:-

DIKJARAZZJONI

L-attur jikkonferma bil-ġurament is-segwenti fatti li jafhom personalment:

1. Illi fis-sena 2005, meta hu l-attur u oġoè l-konvenut George Cauchi, kien għaddej mill-proċess ta' separazzjoni legali minn ma' martu Rosette Cauchi, kien intlaħaq ftehim bejn l-imsemmi konvenut u l-attur, illi l-attur jixtri sehem l-imsemmija Rosette Cauchi mill-komunjoni ta' l-akkwisti eżistenti bejna u l-konvenut George Cauchi u dana versu s-somma ta' ħamsin elf lira Maltin (Lm50,000) – li llum huma ekwivalenti għal mija u sittax-il elf u erba' mija u tmienja u sittin euro u sebgha u sittin ċenteżmi (€116,468.67).
2. Illi fost l-assi formanti l-imsemmija komunjonijiet ta' l-akkwisti eżistenti bejn il-konvenut u martu kien hemm l-azzjonijiet tal-kumpanija konvenuta Geomike Limited, liema azzjonijiet kienu kollha, ħlief għall-azzjoni waħda registrati f'isem il-konvenut.
3. Illi skont 'l fuq imsemmi ftehim eżistenti bejn il-kontendenti aħwa Cauchi, l-attur kellu jakkwista nofs (½) l-azzjonijiet tal-kumpanija konvenuta kif ukoll jidhol fi shab mal-konvenut.

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4. Illi effettivament meta wasal iż-żmien li jsir il-kuntratt ta' separazzjoni bejn il-konvenut u martu, l-attur hallas lill-mart il-konvenut tramite l-avukat ta' l-istess konvenut, is-somma pattwita ta' hamsin elf lira Maltin (Lm50,000) *oltre* is-somma ulterjuri ta' elf lira Maltin bhala spejjeż legali, u dana l-pagament sar permezz ta' żewġ *bank drafts* li kopja tagħhom qed jiġu hawn annessi u mmarkati bhala Dok. A u B.
5. Illi għalhekk il-konvenut George Cauchi akkwista sehem martu Rosette Cauchi bhala mandant u fuq kollox fiduċjarju ta' l-attur.
6. Illi insegwitu għal dan il-ftehim, u wara li gie ffirmat il-kuntratt ta' separazzjoni personali bejn il-konvenut u martu, in vista tal-fatt li l-attur kien issa akkwista hamsin fil-mija (50%) tal-kumpanija konvenuta, huwa beda johroġ il-flejjes mill-fondi personali tiegħu a benefiċċju tal-istess kumpanija konvenuta peress li din kienet fi stat finanzjarju prekarju hafna u dana kif ser jirriżulta ahjar waqt it-trattazzjoni tal-kawża.
7. Illi fost l-oħrajn, l-attur sborsa is-somma ta' erbgħin elf lira Maltin (Lm40,000) u dana sabiex il-Bank of Valletta plc, bhala kreditur tal-istess kumpanija konvenuta, jieqaf milli jipproċedi għal bejgħ in *sub hasta* tal-proprjetà tal-kumpanija konvenuta.
8. Illi effettivament, għalkemm l-ebda azzjoni tal-kumpanija ma giet formalment registrata f'isem l-attur kif ukoll huwa qatt ma gie formalment innominat bhala direttur tal-istess kumpanija konvenuta, l-attur kien involut direttament fix-xogħolijiet ta' *refurbishment* tal-"*Cote d'Azur Restaurant*" proprjetà tal-kumpanija konvenuta u in fatti fost l-oħrajn l-attur dahal bhala garanti *in solidum* ta' l-istess kumpanija konvenuta mal-Bank of Valletta plc u dana kif jirriżulta mill-anness Dok. C u D.
9. Illi minkejja dan kollu l-azzjonijiet li l-attur kien akkwista kif fuq spjegat, baqgħu qatt ma ġew registrati f'isem l-attur u baqgħu registrati f'isem il-konvenut George Cauchi li kwindi qed jiddetjeni tali azzjonijiet taħt obligazzjonijiet ta' natura fiduċjarja favur l-attur.
10. Illi minkejja li l-konvenut gie interpellat sabeix jonora l-obbligazzjonijiet tiegħu u konsegwentement nofs (½) l-azzjonijiet tal-kumpanija konvenuta jiġu finalment formalment registrati f'isem l-attur, il-konvenut baqa' inadempjenti.

RAĠUNJATI TALBA

Illi l-attur kien dahal fi ftehim mal-konvenut huħ George Cauchi permezz ta' lierna l-attur akkwista fost l-oħrajn nofs (½) l-azzjonijiet tal-kumpanija konvenuta Geomike Limited u dana billi l-attur xtara sehem mart il-konvenut mill-komunjoni ta' l-akkwisti eżistenti bejnha u l-istess konvenut;

Illi effettivament l-attur hallas is-somma ta' hamsin elf lira Maltin (Lm50,000) lierna somma ingħatat lill-mart il-konvenut meta gie ffirmat il-kuntratt ta' separazzjoni bejnha u l-konvenut datat 21 ta' Lulju 2005 atti Nutar Dottor Marco Burlò (Dok. E)

(41)

31

u permezz ta' liema kuntratt giet terminata u llikwidata l-komunjoni ta' l-akkwisti ezistenti bejnhom;

Illi in segwitu ta' tali kuntratt ta' separazzjoni u *in vista* tal-ftehim ezistenti bejn l-attur u l-konvenut, l-attur harez diversi flejjes oħra, anke favur il-kumpanija konvenuta u dana kif ser jirriżulta ahjar waqt it-trattazzjoni tal-kawża;

Illi minkejja li l-attur kien akkwista nofs ($\frac{1}{2}$) l-azzjonijiet tal-kumpanija konvenuta dawn l-azzjonijiet baqghu registrati f'isem il-konvenut bhala fiduċjarju ta' l-istess attur;

Illi għalkemm il-konvenut gie interpellat sabiex jadempji l-obbligazzjonijiet tiegħu - u dana anki permezz ta' ittra uffiċjali - u konsegwentement jagħmel dawk l-atti kollha neċessarji sabiex nofs ($\frac{1}{2}$) l-azzjonijiet tal-kumpanija konvenuta jigu registrati f'isem l-attur - xorta baqa' inadempjenti;

Illi għalhekk kellha ssir din il-kawża.

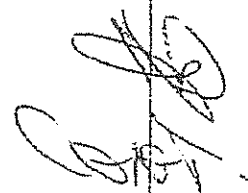
TALBIET

Illi jgħidu għalhekk il-konvenuti għaliex m'għandhiex din l-Onorabbli Qorti prevja id-dikjarazzjonijiet kollha opportuni:

1. Tiddikjara li l-attur huwa l-proprjetarju ta' nofs ($\frac{1}{2}$) l-azzjonijiet ezistenti fil-kumpanija konvenuta Geomike Limited.
2. Tordna lill-konvenuti sabiex fi żmien qasir u perentorju lilhom prefiss minn din l-Onorabbli Qorti jagħmlu dawk l-atti kollha neċessarji sabiex nofs ($\frac{1}{2}$) l-azzjonijiet ezistenti fil-kumpanija konvenuta Geomike Limited jigu registrati f'isem l-attur.
3. Tinnomina, fl-eventwali nuqqas daparti tal-konvenuti li jadempju tali ordni skont it-talba precedenti, kuraturi deputati u tati dawk l-ordnijiet kollha neċessarji sabiex jespletaw tali ordni.

Bl-ispejjeż inkluzi dawk ta' l-ittra uffiċjali datata 29 ta' Marzu 2010 (Ittra Numru) u tal-Mandat ta' Inibizzjoni Numru fl-ismijiet fuq premissi pprezentat kontestwalment ma' din il-kawża kontra l-konvenuti minn issa ngunti għas-subizzjoni.

Av. Carlo M. VIGNA
292/10, Triq ir-Repubblika, Valletta



(42)

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Lista tax-Xhieda

- (i) L-attur għall-konferma tal-fatti dikjarati u sabiex jixhed dwar il-fatti tal-każ.
- (ii) Il-konvenuti in subizzjoni.
- (iii) Rappreżentanti tal-Malta Financial Services Authority sabiex jixhdu dwar il-kumpanija konvenuta.
- (iv) Rappreżentanti, impjegati u ex-impjegati tal-Bank of Valletta plc u HSBC Bank Malta plc fosthom Jane Mifsud, Natasha Barun, Mario Cilia u Valerio Debono, ilkoll sabiex jixhdu dwar il-fatti tal-każ b'mod partikolari rigward il-flejjes sborsati mill-attur u l-facilitajiet bankarji tal-kumpanija konvenuta.
- (v) L-Avukat Dottor Norval Desira sabiex jixhed dwar l-arrangament ezistenti bejn il-konvenut u l-attur u rigward il-flus mhalsa mill-attur in konnessjoni mal-kuntratt ta' separazzjoni bejn il-konvenut u martu.
- (vi) Rosette Cauchi, mart il-konvenut sabiex tixhed rigward il-fatti tal-każ.
- (vii) In-Nutara Charles Mangion, Malcolm Mangion, Marco Burlò, Joseph Debono, Joseph Tabone u Victor Bisazza sabiex jixhdu dwar l-atti minnhom ippublikati konċernanti l-każ kif ukoll rigward il-fatti tal-każ.
- (viii) Haddiema li hadmu inkonnessjoni *max-refurbishment* tal-*"Cote d'Azur Restaurant"* fosthom Tonio Friggieri; rappreżentanti u impjegati tal-kumpanija ACMA Ltd. fosthom Mario Attard; Raymond Galea; George Meli u certu George tal-madum kunjomu mhux magħruf; Robert Meli; Carmel Spiteri; Leli Curmi, Jonathan Curmi, Joseph Curmi u Etienne Curmi; Carmel Cauchi, Joe Gatt; rappreżentanti u impjegati ta' Creations fosthom Andrew Camilleri u Johann Camilleri; rappreżentanti u impjegati ta' Omnistat Ltd. fosthom Mark Schembri; Darren Borg, Keith Borg, David Borg; Julian plumber kunjomu mhux magħruf, Steve Mifsud; Salvu Busutil; Patrick tal-White Brothers kunjomu mhux magħruf; Kasem Kasem tad-ditta Siria-Sem u impjegati tagħha; Grezzju kunjomu mhux magħruf; Carmel Portelli; Edward electrician kunjomu mhux magħruf; Raymond Mifsud; Bob Tancik, Adrian Sciberras u l-impjegata tiegħu certa Carmen kunjoma mhux magħruf; rappreżentanti u impjegati tal-kumpanija GO fosthom Claudette Pullicino u Andrew Cauchi; rappreżentanti u impjegati tal-kumpanija Alberta; Alessandro Ricardi u impjegati tiegħu isimhom mhux magħruf, fosthom Dario Cristini u Francesco Ricardi; rappreżentanti u impjegati tal-kumpanija *Titan* fosthom certu Chris u Fredu kunjomhom mhux magħruf; Louis Borg tal-kumpanija Eco Group u impjegati tagħha; ilkoll sabiex jixhdu dwar l-involviment ta' l-attur inkonnessjoni *max-xogholijiet* u fil-kumpanija konvenuta il-fatti tal-każ li huma a konnoxxenza tagħhom.
- (ix) Familjari u hbieb tal-kontendenti fosthom Ronnie Cauchi, Fiona Cauchi, Michael Cauchi, Mario Abela, Charles Ablea, Jeremy Esposito u Roderick Mallia u martu Josette Mallia sabiex jixhdu dwar il-fatti tal-każ.
- (x) Rappreżentanti u impjegati, tal-MEPA u tad-ditta ta' arkittetti *Cassar, Grech and Ebejjer* fosthom il-Perit Joe Cassar u Antiella Grech sabiex jixhdu dwar l-involviment ta' l-attur inkonnessjoni *max-xogholijiet tar-restaurant* u tal-proġetti f'Hal Tarxien.

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- (xi) Rappreżentanti tad-ditta ta' *accountants Darmanin*, fosthom Sergio Darmanin u Peter Paul Darmanin sabiex jixhdu dwar l-istat tal-kumpanija konvenuta kif ukoll dwar il-fatti tal-każ li huma a konoxxenza tagħhom.
- (xii) Residenti tal-blokk ta' appartamenti fuq ir-*restaurant Cote d'Azur* sabiex jixhdu dwar ix-xogħolijiet li saru inkonnessjoni max-xogħolijiet tar-*refurbishment*.
- (xiii) Haddiema, impjegati u ex-impjegati tal-*Cote d'Azur Restaurant*, fosthom Christian Cauchi, Mark Camilleri, Doriette Darmanin, Rita, Anna u Sasha kunjomhom mhux magħruf, u Cynthia Borg sabiex jixhdu dwar l-involvement ta' l-attur fit-tmexxija tar-*restaurant* u dwar il-fatti tal-każ.
- (xiv) *Suppliers* tar-*restaurant Cote d'Azur* fosthom ċertu Max Castgna tad-ditta *Samsung*, Mario Azzopardi, Susan Micallef, Saviour Magro u Patrick Gauci sabiex jixhdu dwar l-involvement ta' l-attur fil-kumpanija konvenuta.
- (xv) Terence Loane sabiex jixhed dwar l-involvement tal-attur fil-kumpanija konvenuta kif ukoll dwar l-istat finanzjarju ta' l-istess kumpanija konvenuta.
- (xvi) P.S 1593 Alfred Cachia sabiex jixhed dwar l-*affidavit* minnu magħmul inkonnessjoni mal-proċeduri kriminali «Il-Pulizija -vs- John Cauchi u George Cauchi».
- (xvii) PC 641 A. Micallef sabiex jixhed dwar l-*affidavit* minnu rilaxxat in konnessjoni mal-proċeduri kriminali fl-ismijiet «Il-Pulizija -vs- George Cauchi u John Cauchi».

Av. Carlo M. VIGNA
292/10, Triq ir-*Repubblika*, Valletta

Lista ta' Dokumenti Esebiti

- Dok. A: *Bank draft* ammontanti għal Lm50,000 datat 20 ta' Ġunju 2005.
- Dok. B: *Bank draft* ammontanti għal Lm1,000 datat 20 ta' Ġunju 2005.
- Dok. C: Kuntratt datat 19 ta' Diċembru 2008 atti Nutar Dottor Malcolm Mangion.
- Dok. D: Kuntratt datat 19 ta' Diċembru 2008 atti Nutar Dottor Malcolm Mangion.
- Dok. E: Kuntratt ta' separazzjoni datat 21 ta' Lulju 2005 atti Nutar Dr Marco Burlò.

Av. Carlo M. VIGNA
292/10, Triq ir-*Repubblika*, Valletta

Attur: № 2, "*English Rose*", Triq il-Qrempuċ, Marsascalea

- Konvenuti: 1) George Cauchi – 1-4, Triq Sant Antnin, Marsascalea
2) Geomike Limited – *Cote d'Azur*, Triq Sant Antnin, Marsascalea

C. M. Vigna

44

35



QORTI CIVILI
PRIM' AWLA

Gudikant ONOR. IMHALLEF ALBERT J. MAGRI
Seduta Numru
Mandat Numru 1145/2010/1
Numru fil-Lista 1

CAUCHI JOHN
Vs
CAUCHI GEORGE SIVE GINO ET

Illum il-Hamis, 22 ta' Lulju, 2010

Meta ssejjah ir-rikors deher ir-rikorrent John Cauchi assistit minn Dr. Carlo Vigna illi nforma li ghad jonqsu n-notifika tal-intimati.

Ghalhekk thalli r-rikors ghal kontinwazzjoni ghal nhar it-tlieta 27 ta' Lulju, 2010 fl-10:00a.m.

Paul X. Sammut
Deputat Registratur

45

CITAZZJONI

Fil-Prim' Awla tal-Qorti Ċivili
Fil-Qorti tal-Appell

M. Lina 1145/2010 ADM
Citazz:

Cauchi John

vs

Cauchi George
Jins et.

Appuntata
Differita

22/7/10.

10.30am

Notifika lil:

Ifirmit
PL/Avukat

COAT

46

u-lum 21-7 2010

Ngħid u niżgura li ma nnotifikajt x iiii

b'kopja ta' Permeable

billi meta fi 21-7 2010

mar: fl-indirizz mogħi Mużet tal Kandi

u b'dan għaraffi permess ta' ltra iiii DR/PL

J.T. FARRUGIA
MARIXXALL

u-lum 21-7 2010

Ngħid u niżgura li ma nnotifikajt x iiii

b'kopja ta' Permeable

billi meta fi 21-7 2010

mar: fl-indirizz mogħi Mużet tal Kandi

u b'dan għaraffi permess ta' ltra iiii DR/PL

J.T. FARRUGIA
MARIXXALL

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37 (47)

Appuntat 20.vii.2010

FIL-PRIM' AWLA TAL-QORTI CIVILI

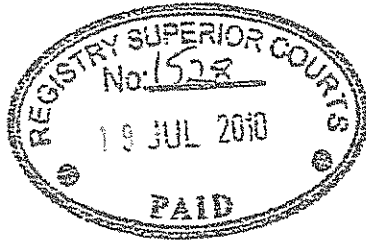
Handwritten notes:
A. Chetani
A. M. G.
21/7/10

Fl-atti tal-Mandat ta' Inibizzjoni
Nru1145/2010/AJM fl-ismijiet:

CAUCHI John

-vs-

CAUCHI George sive Gino et



RIKORS tar-rikorrent John CAUCHI

JESPONI BIR-RISPETT:-

Illi l-esponent intavola l-mandat ta' inibizzjoni fuq indikat permezz ta' liema fost l-oħrajn qed jitlob li l-intimati jigu inibiti milli jbiegħu, jittrasferixxu jew ineħħu proprjetà immobbli.

Ili *ai termini* ta' l-Artikolu 874(3) tal-Kap. 12 meta mandat simili jinhareg dan għandu jigi notifikat minn nutar pubbliku nominat mill-Qorti lid-Direttur tar-Registru Pubbliku u lir-Registratur ta' l-Artijiet.

Għaldaqstant, l-esponenti jitlob bir-rispett li fl-eventwalità li din l-Onorabbli Qorti jogħgobha tilqa' l-imsemmi mandat b'mod definittiv, tinnomna lin-Nutar Victor John Bisazza għal fini tal-fuq imsemmi Artikolu 874(3) u dana taħt kull provvediment li din l-Onorabbli Qorti jidhrilha xierqa u opportuni fiċ-ċirkostanzi.

Signature of Av. Carlo M. VIGNA
Av. Carlo M. VIGNA
25/10, Triq Ir-Repubblika, Valletta

19 JUL 2010
Inibizzjoni mill-PL E. Montanaro
document

Revdne B...
Deputat P...

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48

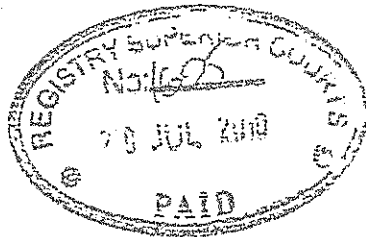
fel. Proc. done for Carol
Carroll

of Carol
Proctor, whom I do
know in the state
of Virginia
01/19/10

Heath fel-on record
for military. was
1145/10 HTR

John Carroll

George was Carol
Carroll



Release to John Carroll:

Titles to record:
All of George's personal property
to be different places - 22 to be in
of 10.30 am given. with no fee, it was
4 locations. I am to plus his notes
to do 1.000.000. Carol's portable
franchise name. he had the name. was
in the legal. a 7:00 pm to state register
for me. Tel. provided for office -
public hearing 7:00 am. local. website.

[Signature]
Carol V. Proctor

[Signature]
P. V. Proctor
833 High St

37

QORTI CIVILI PRIM'AWLA

(49)

IMHALLEF

ONOR. ALBERT J. MAGRI LL.D.

Fl-atti tal-Mandat ta' Inibizzjoni numru 1145/2010 fl-ismijiet:

Cauchi John

Vs

Cauchi George sive Gino et

Il-Qorti;

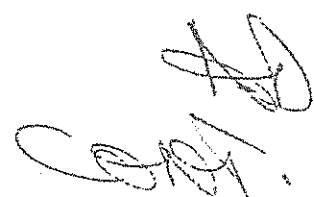
Rat ir-Rikors;

Tilqa' t-talba.

Ilum 21 ta' Lulju, 2010.



Rose Marie Vella
Deputat Registrar





QORTI CIVILI
PRIM' AWLA

40
50

Gudikant ONOR. IMHALLEF ALBERT J. MAGRI
Seduta Numru
Mandat Numru 1145/2010/1
Numru fil-Lista 1

CAUCHI JOHN
Vs
CAUCHI GEORGE SIVE GINO ET

Ilum il-Hamis, 22 ta' Lulju, 2010

Meta ssejjah ir-rikors deher ir-rikorrent John Cauchi assistit minn Dr. Carlo Vigna illi nforma li ghad jonqsu n-notifika tal-intimati.

Ghalhekk thalli r-rikors ghal kontinwazzjoni ghal nhar it-tlieta 27 ta' Lulju, 2010 fil-10:00a.m.

Paul X. Sammut
Deputat Registratur

Wara kungfu ligat ~~11/11~~

URGENT

CITAZZJONI

(51)

1245/10 AJA

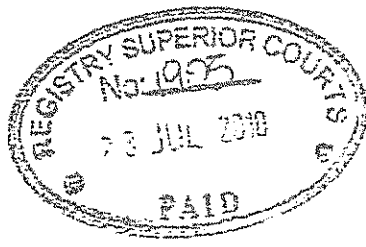
Fil-Prim'Awla tal-Qorti Civili
Fil-Qorti tal-Appell

Citazz:

John Cauchi

vs

George Cauchi



Appuntata
Differita

Cote d'Ivoire Restaurant
1-4, Pjazza S. Antoin
Marsaxlokk

Notifika lil;

Iffirmat
P.L./Avukat

R. G. L. Vignato

Handwritten signature

Handwritten marks and scribbles at the top left.

52 (circled)

26 7 2010
 ngħid u nnequra li fi 23 7 2010
 nnotifikajt lil Permele D. M. Grech
 personament billi tajtu /
 billi hallejt n-indirizz ma' M. Scala
M. Rene Dammari
 n'kopja ta' M. D. Doh
 tana f'finkien ma' estratt ta' ...
 proceduri Gudizzjarji (Użu ta' ...)


 J.T. FARRUGIA
 MARIXXALL



42
53

QORTI CIVILI
PRIM' AWLA

Gudikant ONOR. IMHALLEF ALBERT J. MAGRI
Seduta Numru
Mandat Numru 1145/2010/1
Numru fil-Lista 3

CAUCHI JOHN
Vs
CAUCHI GEORGE SIVE GINO ET

Illum it-Tlieta, 27 ta' Lulju, 2010

Meta ssejjah ir-rikors deher ir-rikorrent John Cauchi assistit mid-difensur tieghu Dr. Carlo Vigna.

Billi l-Qorti hija infurmata illi jista jkun li l-intimati jew uhud minnhom huma notifikati.

Ir-rikors qed jigi pospost ghall-10:45a.m. ghall-aktar verifiki

Meta reggha ssejjah ir-rikors deher r-rikorrent assistit minn Dr. Carlo Vigna.

Deher ukoll l-intimat George Cauchi li qed jidher sia fismu propju kif ukoll in rapprezentantza tas-socjeta' 'GeoMike Limited', u ghal kull buon fini fismu personalment jghati ruhu b'notifikat bir-rikors promotur.

Deher ukoll Dr. Joseph Sammut ghall-intimat.

Ir-rikors gie trattat.

Il-Qorti semghet id-difensuri tal-partijiet.

Ir-rikors gie pospost ghall-provvediment.

Meta reggha ssejjah ir-rikors inghata provvediment.

43

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Paul X. Sammut
Deputat Registratur

QORTI CIVILI PRIM'AWLA

IMHALLEF

ONOR. ALBERT J. MAGRI LL.D.

Fl-atti tal-Mandat ta' Inibizzjoni numru 1145/2010 fl-ismijiet:

Cauchi John

Vs

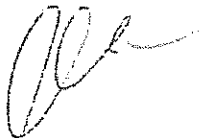
Cauchi George sive Gino et

Il-Qorti;

Wara li semgħet lid-difensuri tal-partijiet u hader konjizzjoni tad-dokumenti esebiti. Billi hija sodisfatta li hemm rekwiżiti għal hrug tal-mandat.

Tilqa' t-talba.

Illum 27 ta' Lulju, 2010.



Rose Marie Vella
Deputat Registratur



4
55

Avviz ghas-smigh ta' kawza.
Notice of hearing of a cause.

MAN Nru. 1145/2010/1 AJM



56

REPUBBLIKA TA' MALTA
REPUBLIC OF MALTA
QORTI CIVILL, PRIM' AWLA
CIVIL COURT, FIRST HALL

ONOR. IMHALLEF ALBERT J. MAGRI

Kawza
Cause

CAUCHI JOHN
vs.

CAUCHI GEORGE SIVE GINO ET

Lil
To the said

fuq imsemmi.

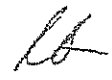
Il-kawza fl-ismijiet hawn fuq imsemmija giet imqiegħda fil-lista tal-kawzi li għandhom
The cause between the said parties is entered in the list for the sitting to be
jinstemghu nhar It-Tlieta, 20 ta' Lulju, 2010
held on the Awla fi 11:30 a.m.

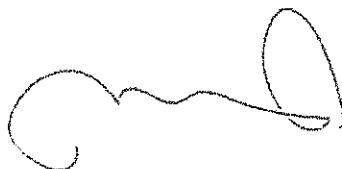
Dan jiswa lilek b'avviz u biex tagħraf timxi.
This is for your information and guidance.

Mir-Registru tal-Qrati Superjuri.
From the Registry of the Superior Courts.

Mahrug illum il-Gimgha, 16 ta' Lulju, 2010
Issued

VERA KOPJA


Deputat Registratur.
Deputy Registrar.

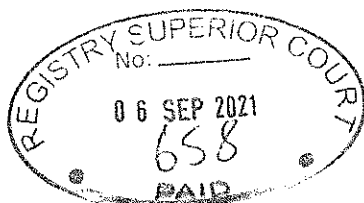


 VICTOR JOHN BISAZZA B.A., LL.D.
 NOTARY PUBLIC
 MALTA
 NUTRA PUBBLIKI TA' Malta
 13.10.2012
 Order 671154

Fil-Prim Awla tal-Qorti Ċivili

Subbasta nru. 17/2020

Fl-atti tas-subbasta:



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

VS

Geomike Ltd (C-8820)

Nota korrettorja tal-Perit Karl Cutajar

Bi żvista l-valutazzjoni f'sezzjoni 4.0 Valur giet mnizzla għall-ammont ta' miljun u tmint'elef ewro (€1,800,000).

Dan ghandu jigi korrett għal għall-ammont ta' miljun u tmien mitt elef ewro (€1,800,000).

ILLUM. 06.09.21
DEHER IL-PERIT LEGALI/TEKNIKU... Karl Cutajar
36.64.34.1 LI HALEF LI QEDA FEDELMENT
U ONESTAMENT L-INKARIGU MOGHTI LILU

Perit Karl Cutajar

DEPUTAT REGISTRATUR
Perit Karl Cutajar

Annalise Spiteri
Deputat Registratur

6 ta' Settembru 2021

Qorti tal-Gustizzja (Malta)
Illum

06 SEP 2021

Ippreżentata milli Perit Karl Cutajar

bla dok/b _____ dokumentu