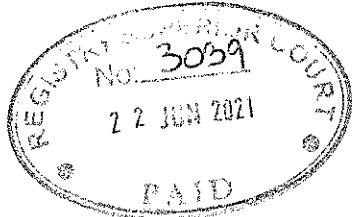


info@ARCO Design Studio . com

FIL-QORTI CIVILI, PRIM' AWLA

FI-ATTI TAS-SUBBASTA  
Rikors Nru 64/19



Bank of Valletta p.l.c.  
vs  
Ta' Bettina & Co

Mandat ta' Qbid ta' Hwejjeg Immobli u bejgh b'Subbasta ta' Ta' Bettina & Co

Rapport tal-Perit Arielle Agius

21 ta' Gunju 2021

## FL-ATTI TAS-SUBBASTA

RIK.NRU: 64/19

Bank of Valletta p.l.c.  
vs  
Ta' Bettina & Co

### Re: Rapport ghall- Mandat ta' Qbid ta' Hwejjeg Immobili u bejgħ b'Subbasta ta' Ta' Bettina & Co

Jiena l-Perit hawn taht iffirmat, ġejt inkarigata biex nagħmel stima fuq il-post "La Cucina di Bettina" Restaurant, 5, Triq Congreve, Qrendi fil-limiti ta' Żurrieq, għal-kawża ġudizjarja fl-Atti tas-Subbasta nru. 64/19 fl-ismijiet Bank of Valletta p.l.c. vs Ta' Bettina & Co nominati sabiex jirrapreżentaw l-eredita għażċenti ta' Carmelo sive Charles Zammit.

Fl-10 ta' Diċembru 2019 l-ittri intbghatu ghall-avviż biex inkunu nistgħu naċċessaw il-proprijeta'. Skont dawn l-ittri, fis-27 ta' Diċembru 2019 fid-9:30 ta filghodu morna fejn is-sit imma ma kien hemm hadd preżenti. Intbghatu ukoll ittri għat-tieni darba fis-6 ta' Jannar 2020 biex issir spezzjoni fid-29 ta' Jannar 2020 iżda dawn ma' waslux u ntbgħatu lura l-ufficċju. Sar digriet biex issir spezzjoni bi sgass jekk xorta ma jkunx hemm aċċess għas-sit. L-aċċess ma sarx bi sgass peress li kien hemm preżenti is-sur Riccardo Neri (Dokument Numru: MT3017136) li hu l-okkupant li ikkoopera magħna. Dawn l-ittri huma kollha f'Appendiċi H filwaqt li d-digriet qiegħed f'Appendiċi I.

Jien il-Perit Arielle Agius żammejt aċċess fuq il-post nhar il-Hamis 3 ta' Ġunju 2021 fl-12:00am, inkonnessjoni mar-rikors fuq imsemmi sabiex inkun fil-pożizzjoni ahjar biex ikun nistà naqqid l-inkarigu mogħiġi lili.

Preżenti għal-intimat ma kien hemm hadd.

### Deskrizzjoni tal-propjetà

Il-proprijeta' bħalissa qed tintuża bħala *restaurant*. Il-binja principali ġiet mibnija qabel l-elf disa' mijha tminja u sittin (1968). B'referenza lejn ir-ritratti annessi f'Appendiċi B, il-proprijeta' għandha aċċess mill-entratura principali tagħha stress fit-Triq Congreve.

Il-propjeta tikonsisti f'restaurant mibni fuq zewg sulari, il-pjan terran u il-pjan ta' taht l-art. Fil-pjan terran jinstabu is-seating area, bar u il-kcina. Fil-pjan ta' taht l-art hemm mahzen, kamra tal-banju bl' extractor u anteroom. Hemm ukoll *cesspit* peres li il-kamra tal-banju tinsab iktar l-isfel mil-katusi tat-triq. L-arja tal-proprijeta li tinsab fuq il-kcina, fuq in-naha li taffaċċja Triq Il-Madonna Tar-Ruzarju hija inkluza mal-propjeta. Din l-arja hija ta madwar 8.09 metru kwadru.

Il-proprietà eżistenti hija mibnija fuq art ta madwar 34.85 metru kwadru (*plot area*), għandha arja totali ta' madwar 67 metru kwadru (*gross area*) u spazju intern ta' madwar 55 metru kwadru (*total internal area*).

I-gholi intern tal-livell ta' taħt l-art huwa ta madwar 2.583 metri; filwaqt li l-gholijiet interni tal-livell tal-pjan terran huma ta' madwar 3.073 metri, fin-naha tal-bar u il-kcina; u ta' madwar 2.466 metri fin-naha tal-entrata. Dawn l-gholijiet, huma konformi mal-liġi tas-sanita' li japplikaw għall-restaurant.

Il-proprietà għandha l-metres tad-dawl u ilma. Il-hitan huma tal-ġebla globiġerina limestone filwaqt li s-saqaf huwa maħdum b'xorok tal-istess ġebla globiġerina limestone bi travi tal-injam. Fil-livell ta' taħt l-art, mas-saqaf jidher li ġie installat saqaf tal-gypsum. L-art hi b'madum taċ-ċaramika filwaqt li il-post huwa parti mhalli fuq il-fil u parti minnu miżbugħ. L-ogġetti sanitarji huma kollha installati u it-twiegħi huma f'posthom. Il-bibien huma tal injam kemm ta barra kif ukoll ta gewwa. Fit-terrazzin ta barra ġiet installata struttura tal-aluminium li tgħalaq l-istess terrazzin (dan huwa bla permess kif kien ga indikat). Il-mahżen ta' isfel huwa mgħaluq b'ħajt tal-injam.

Il-proprietà m'għandiex servitu' u anqas partijiet komuni.

Instab il-permess PA/00771/10 (Appendiċi D) għall din il-proprietà bit-titlu '*Change of use from Class (IV) to Class (VI) proposed basement, extension to premises at ground and first floors, proposed formation of pavement and proposed fascia sign.*' Avolja il-pjanti kien fidili, ittieħdu xi qisien u għolijiet espeċjalment fejn huwa evidenti li hemm xi differenzi fit-tqassim tal-ispazju.

### Kirjet u Drittijiet Oħra

Il-proprietà in kwestjoni qed tīgi valutata bħala liberu u frank, bid-drittijiet u pertinenzi kollha tagħha, hieles minn kull dritt u bil pussess battal garantit.

Il-post huwa mikri lis-sinjur Riccardo Neri (Dokument Numru: MT3017136). Il-kirja tiskadi fl-1 ta' Ottubru 2028, hekk kif iffirmsat fil-ftehim datat l-20 ta' Frar 2021 (Appendiċi J).

L-ahħar trasferiment tal-proprietà mill informazzjoni li għandna sar fid-29 ta' Ottubru 2009 (Appendiċi K).

### F'din il-proprietà, ġew inutati dawn l'illegalitajiet:

**L-ebda permess ma nstab rigward il-kostruzzjoni tal-istruttura ta barra ir-restaurant.** Fl-ispezzjoni li saret, ġie innutat li struttura tal aluminium ġiet installata biex seta jingħalaq it-terrazzin. B'rīżultat ta' dan, suppost hemm permess li jkopri din l-istruttura.

Ġiet innutata ukoll li l-livell ta taħt l-art huwa itwal minn dak li hemm fil pjanta.

Id-differenzi li hemm fil-pjanti approvati li juru l-proprietà eżistenti minn PA/00771/10 huma li hemm tarāġ għad-dritt minnflok il-WC li jagħti għal-isfel biss. Fil-livell ta taħt l-art hemm

preżenti kamra li tintuża bħala mahżeen, kif ukoll W.C. Dawn huma indikati fl-iskizz tal-proprijeta' (Appendici C).

Hemm suspect li l-kamra W.C. li jinstab fill-livell ta' taħt l-art, flimkien ma' biċċa oħra tal-istess livell, jinstabu taħt il-bankina.

### Kundizzjoni tal- propjetà

Skont l-informazzjoni li pprovda l-okkupant, hu għadu kif investa madwar €20,000 biex jirranga il-proprijeta' u skont hu, bhalissa qiegħed konformi mal-*Malta Tourism Authority* (MTA). Skont hu ukoll għandu licenzja tal-istess MTA.

Permezz li sar ix-xogħol li kien irrikjedat, l-proprijeta' tinstab fi stat tajjeb fejn kellna access għaliḥ.

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

Il-post jinsab ġo *Scheme Boundary* fin-North West Local Plan, Wied Iż-Żurrieq, Qrendi skont il-mappa numru 73 bid-data ta' Ĝunju 2006 (Appendici E). Il-policy li tapplika hija NWPD 3, Wied Iż-Żurrieq Area Policy (Appendici F). M'hemmx indikazzjoni ta limitu ta' għoli.

### Prezz Kummerċjali

Wara li giet eżaminata l-fond fejn hu, l-kundizzjoni tiegħu, u kwalunkwe haġa oħra rilevanti, jiena ninsab fil-pozizzjoni li nistma l-proprietà, bil-prezz kummerċjali ta' EUR 265,000.00 (mitejn u hamsa u sittin elf ewro).

.....  
  
Perit Arielle Agius

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

ILLUM. Octo. Amm. 2021  
A. EHER IL-PERIT LEGALI/TEKNIKU. Arielle Agius  
8185.1 ..... LI RALEF LI QEDA FEDELMENT  
ONESTAMENT L-INKARIGU MOGĦTI LILU

DEPUTAT REGISTRATUR  


22 JUN 2021

Rosa Marie Vella  
Deputat Registratur  
Deputat Registratur  
Orati Lit-Custizzja (Malta)  
Law Courts (Valletta)

## **APPENDICI A**

### **RITRATTI TAL-EWWEL SPEZZJONI (27/12/2019)**





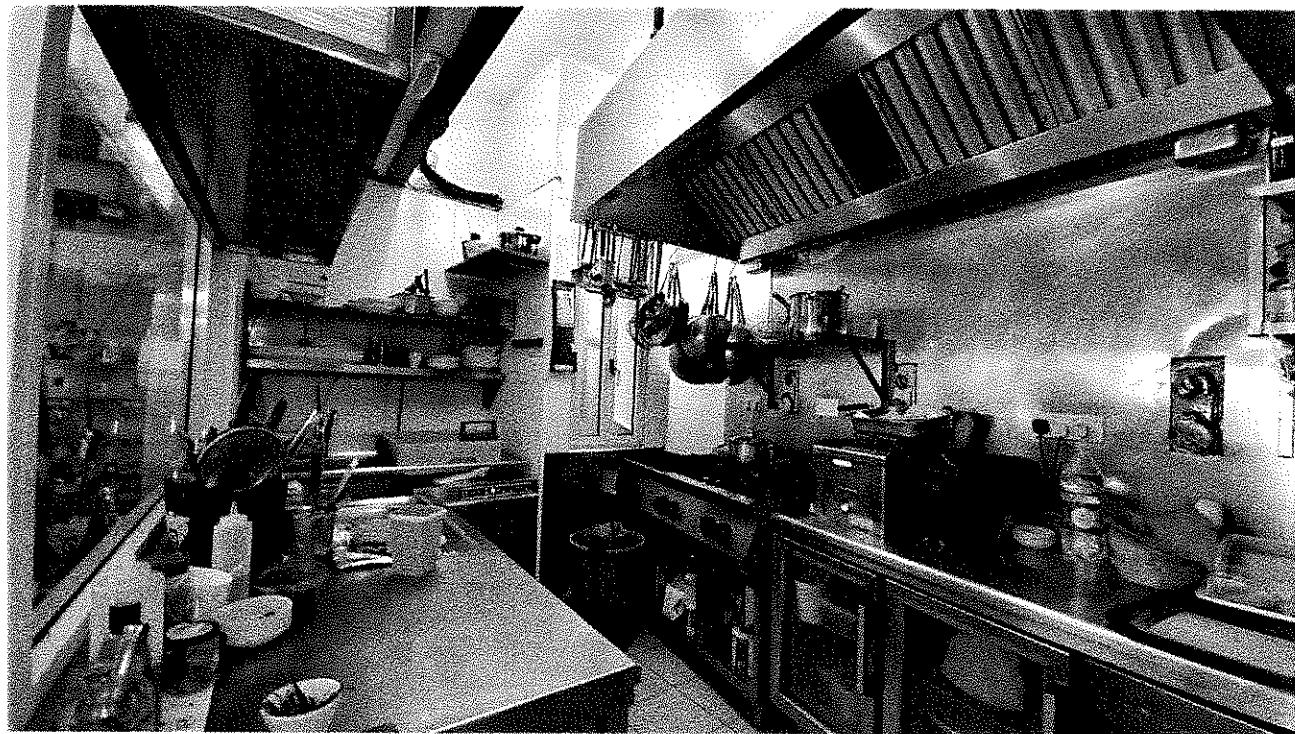
## **APPENDICI B**

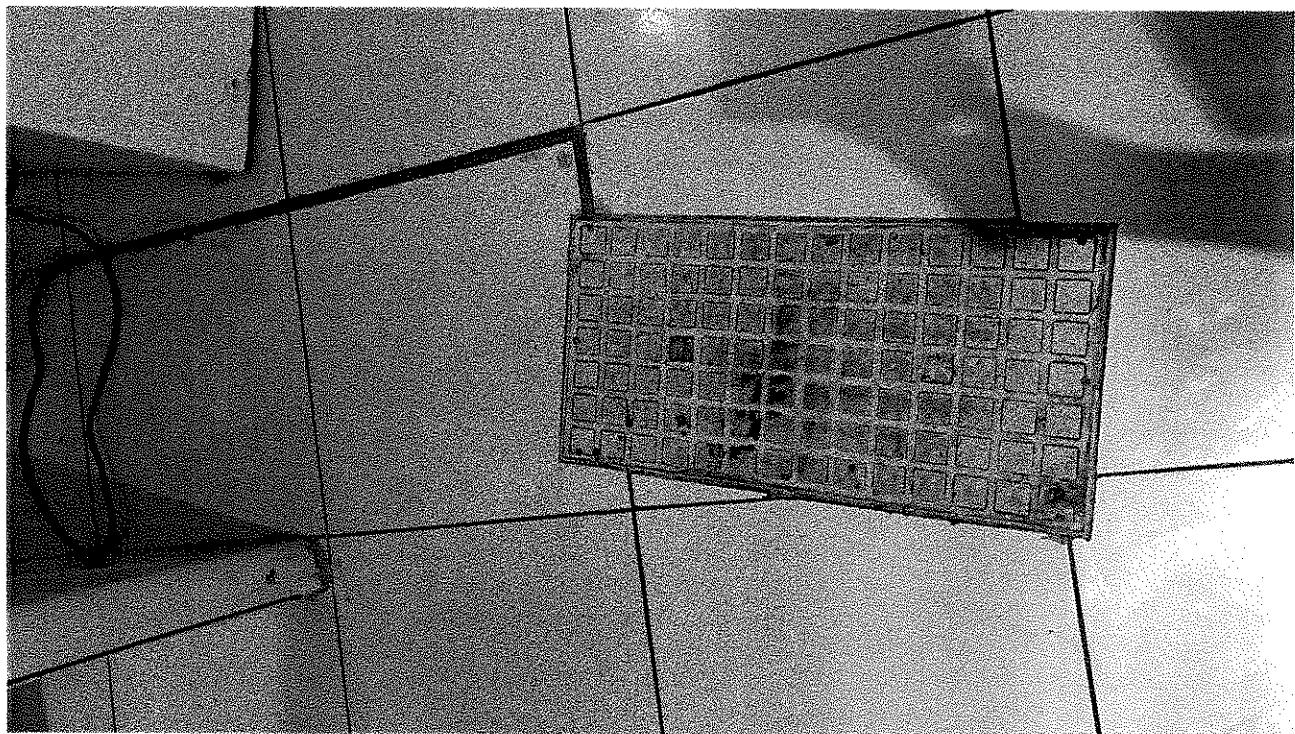
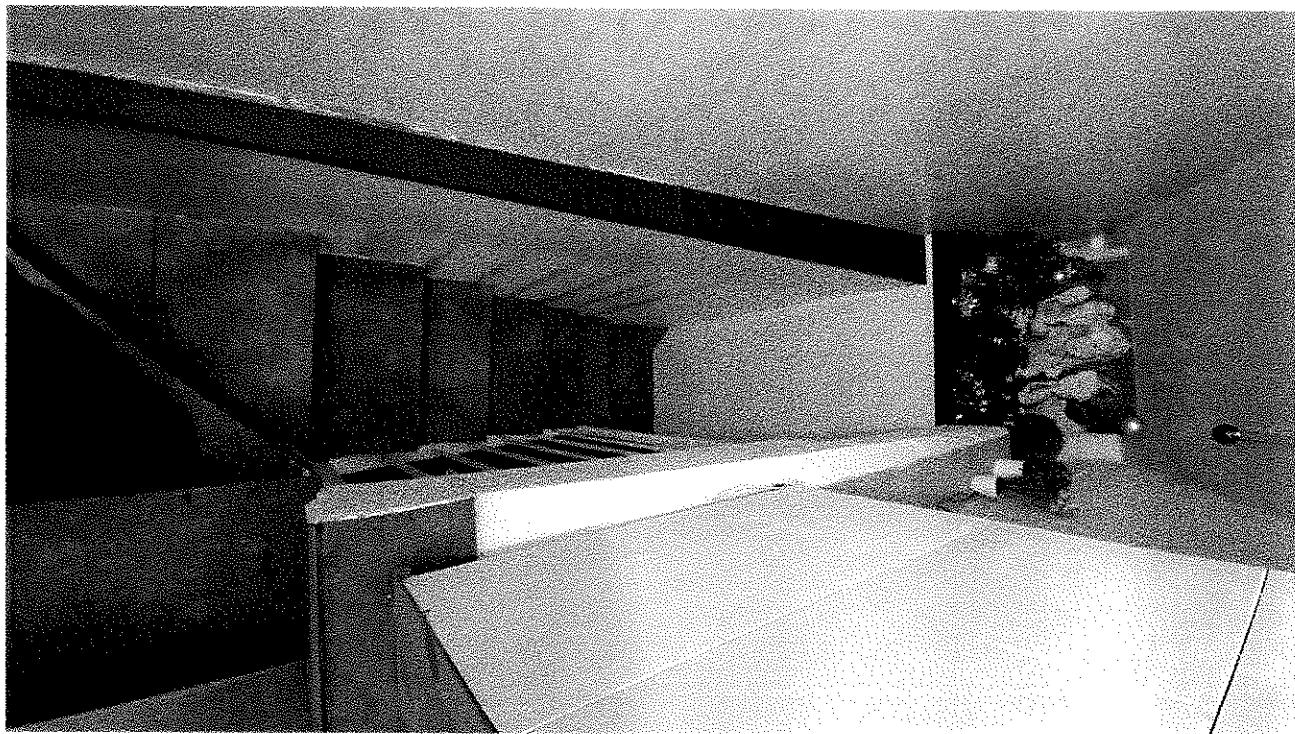
**RITRATTI TAT-TIENI SPEZZJONI  
(03/06/2021)**

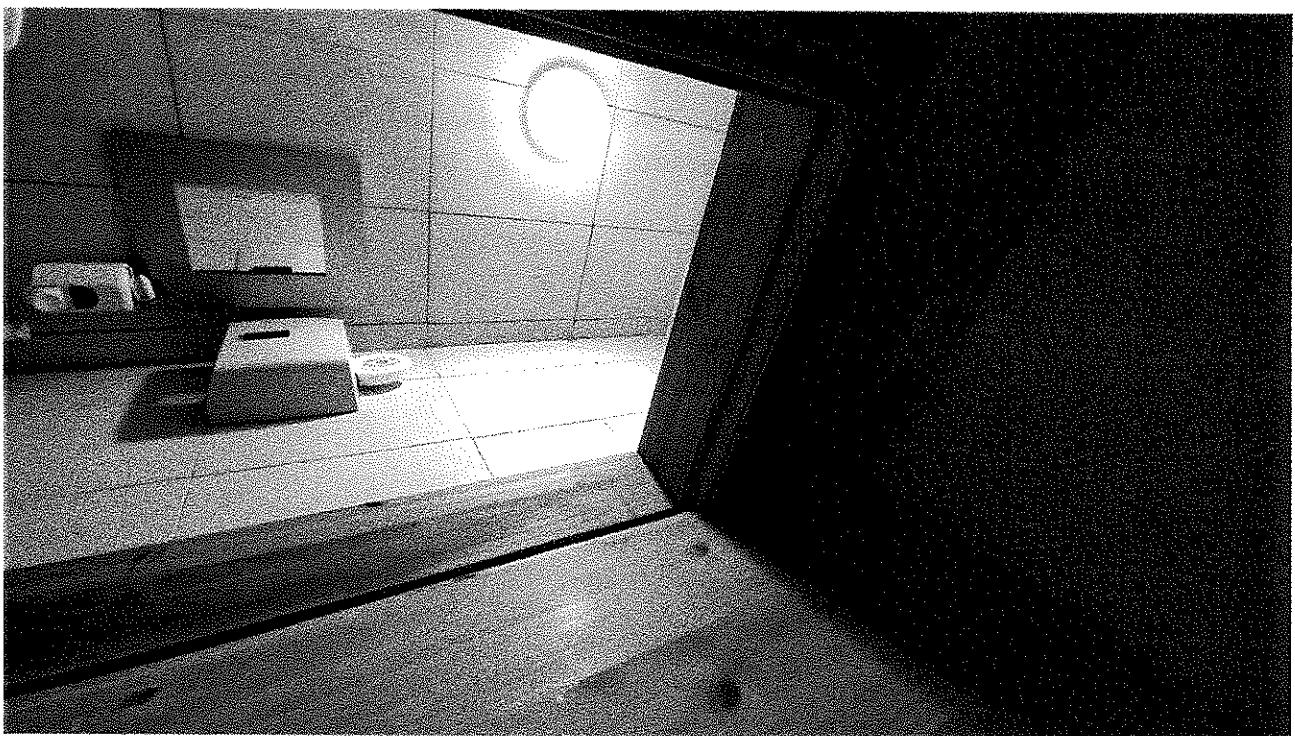






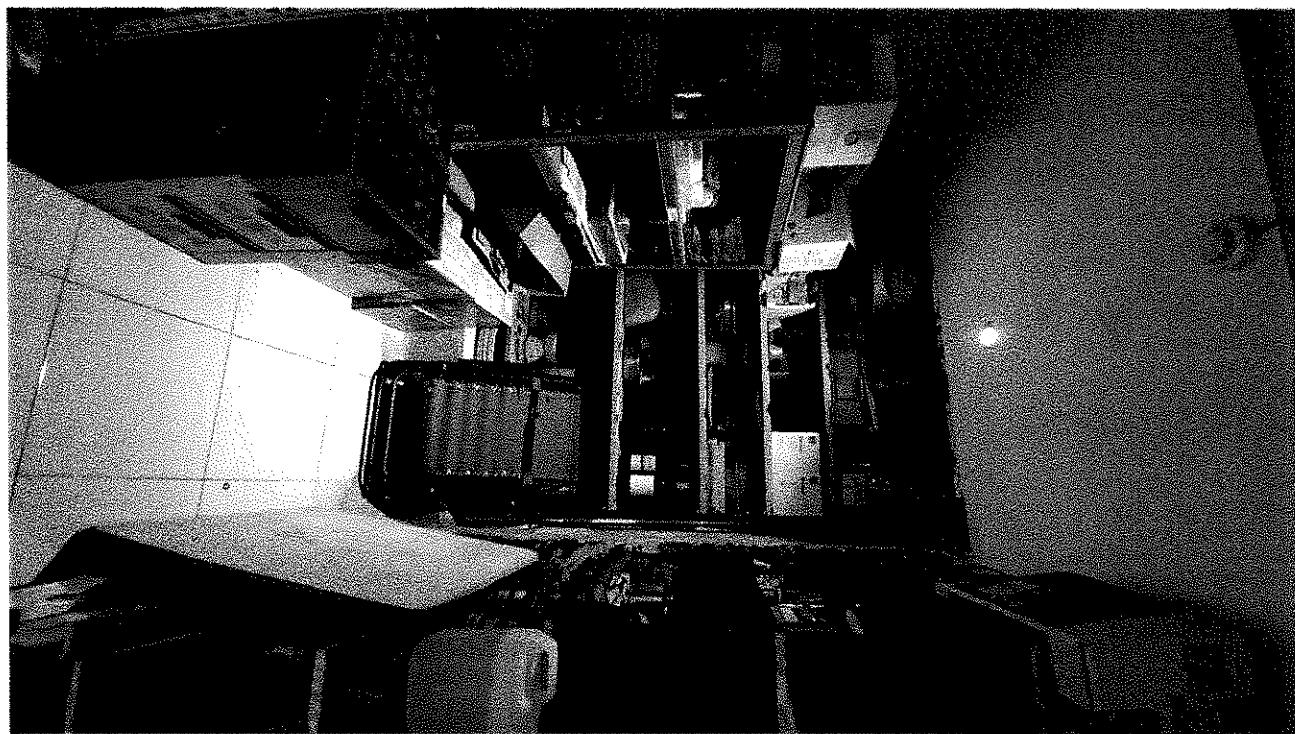






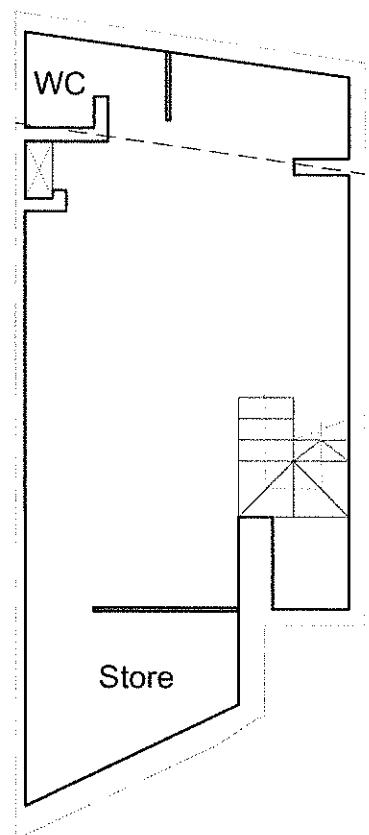




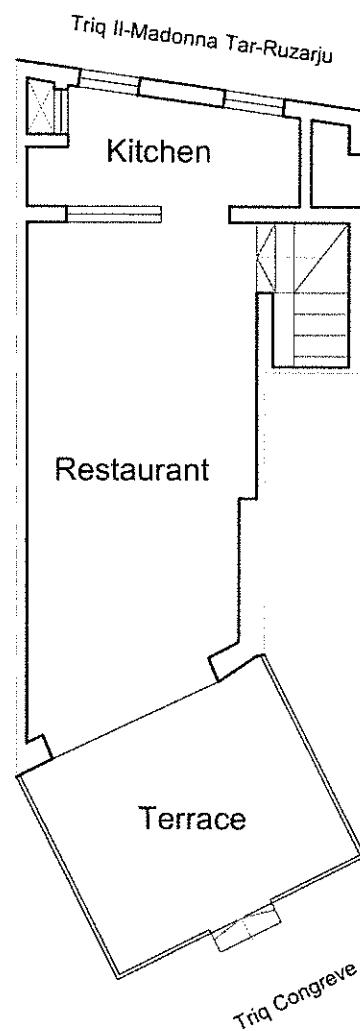


## **APPENDICI C**

### **SKIZZ TAL-PROPRJETA'**



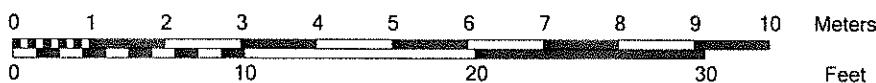
Existing Basement Level  
SKETCH



Existing Ground Floor Level  
SKETCH

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

NB: This is a sketch of the property and not an actual survey. This plan is to be used for reference purposes only. Not to be scaled.



## **APPENDICI D**

**PERMESS PA/00771/10**

Mr Joe Fenech  
281 Vjal il-Blue Grotto  
Zurrieq

Date: 11 June 2012  
Our Ref: PA/00771/10

Application Number: PA/00771/10  
Application Type: Full development permission  
Date Received: 26 February 2010  
Approved Documents: PA 771/10/1D/50A/50B/50C; and supporting documents  
PA 771/10/1G/28A/28B/71A.

Location: Ta' Bettina, Wied Iz- Zurrieq, I/o Qrendi  
Proposal: Change of use from Class (IV) to Class (VI) proposed basement,  
extension to premises at ground and first floors, proposed formation  
of pavement and proposed fascia sign.

### **Environment and Development Planning Act, 2010 Full Development Permission**

The Malta Environment & Planning Authority hereby grants development permission in accordance with the application and documents described above, subject to the following conditions:

- 1      a) This development permission is valid for a period of FIVE YEARS from the date of publication of the decision in the press but will cease to be valid if the development is not completed by the end of this validity period.  
  
b) This permission relates only to the development as specifically indicated on the approved drawings. This permission does not sanction any other illegal development that may exist on the site.  
  
c) Copies of all approved drawings and documents shall be available for inspection on site by MEPA staff at all reasonable times. All works shall be carried out strictly in accordance with the approved drawings, documents and conditions of this permission. Where a matter is not specified, then the conditions of this permission and of Development Control Policy and Design Guidance shall take precedence and shall modify the drawings and documents accordingly.  
  
d) Where applicable, all building works shall be erected in accordance with the official alignment and official/existing finished road levels as set out on site by MEPA's Land Surveyor. The Setting Out Request Notice must be submitted to the Land Survey Unit of MEPA when the setting out of the alignment and levels is required.  
  
e) Where the street bordering the site is unopened or unformed, it shall be opened up and brought up to its proper and approved formation levels prior to the commencement of any development hereby being permitted.

- f) Before any part of the development hereby permitted commences, the enclosed green copy of this development permission shall be displayed on the site. This must be mounted on a notice board, suitably protected from the weather and located not more than 2 metres above ground level at a point on the site boundary where it is clearly visible and can be easily read from the street. The copy of the permission must be maintained in a good condition and it shall remain displayed on the site until the works are complete.
- g) The enclosed Commencement Notice shall be returned to MEPA so that it is received at least five days prior to the commencement of any works hereby permitted.
- h) Where applicable, the development hereby permitted shall be carried out in accordance with the provisions of the Environmental Management Construction Site Regulations, Legal Notice 295 of 2007 (or subsequent amendments). Any hoarding shall be erected in accordance with Schedule 2 of the same Regulations.
- i) The permission is issued on condition that, where applicable, any excavation shall be subject to the requirements of the Civil Code regarding neighbouring tenements.
- j) All new development shall be provided with a water cistern to store rainwater run-off from the built-up area of the development as required by the Code of Police Laws.
- k) Where applicable, the ramp leading down to the underlying basement/garages for private car parking shall at no point be steeper than 1:5 from the back edge of the pavement. If there are more than 5 public car parking spaces or garages, the ramp shall not be steeper than 1:8 (or 1:10 if helical). The ramp shall always be so formed that it does not encroach onto the pavement.
- l) Where applicable, an area of a depth of 4 metres from the pavement, with a gradient not steeper than 1:10, shall be provided within the site for vehicles to wait at pavement level before entering the street.
- m) Where applicable, any garages/parking spaces shall only be used for the parking of private cars and they shall be kept available at all times for this purpose.
- n) Where applicable, any approved stores shall be used for domestic storage only and shall be physically and internally linked to the overlying dwellings.
- o) The height of the development shall not exceed the permitted number of floors and the height in metres as indicated on the approved drawings.
- p) No steps, ramps or street furniture are to be constructed on or encroached onto the public pavement or road.
- q) Any doors and windows, the lower edge of which is less than 2m above road level, and any gates shall not open outwards onto a public pavement or road.
- r) Where applicable, the garage door opening(s) at ground floor level, overlooking the public street, shall be fitted with a solid aperture within the thickness of the external wall along the building alignment. This aperture shall be of the same colour of the other apertures on the elevation, unless otherwise indicated on the approved drawings. This aperture shall be fitted prior to the issue of any Compliance Certificate (partial or full) on the whole or any part of the development hereby approved. No gates are permitted on this opening.

- s) Where present, window grilles (including 'pregnant' windows), sills, planters and other similar elements which are part of or fixed to the facade of buildings, the lower edge of which is less than 2 metres above road level, shall not project more than 0.15 metres from the facade over a public pavement or street.
- t) Air conditioning units shall not be located on the facades of the building which are visible from a public space/street.
- u) There shall be no service pipes, cables or wires visible on the front elevation or on any other elevations of the building which are visible from the street or public space.
  
- 2      a) The facades of the building shall be constructed in local unrendered and unpainted stone, except where other materials, finishes and colours are indicated on the approved drawings.
- b) Any balconies shall be located so that their side outer face is at least 0.75 metres away from the outer face of the party wall nearest to the balconies. The balconies shall not project more than 1.5 metres from the facade of the building where a front garden is present or not more than 1 metre from the façade of the building where no front garden is present. Any closed balconies shall not project more than 0.6 metres from the façade of the building.
- c) Any projecting rooms shall not project more than 0.75 metres from the facade of the building (where no front garden is present) or not more than 1 metre from the facade of the building (where a front garden is present).
- d) All external apertures and balconies shall not be in gold, silver or bronze aluminium.
- e) Where applicable, the 'solid part' of the boundary wall in the front garden shall not be higher than five courses (1.4 metres) above the external finished road level. Where the site is sloping, the wall shall be stepped so that it follows the profile of the building. Any pillars or gateposts shall not exceed a height of 8 courses (2.25 metres).
- f) Where applicable, the penthouse level shall be set back by at least 4.25 metres from the front facade and by 1.5 metres from the back of the building. The external height of the penthouse shall not exceed 3.4 metres above roof level. No structures (other than those shown on the approved drawings) shall be constructed on the roof of the building. Where permitted on the approved drawings, the canopy at penthouse level shall project by not more than 1 metre, shall be cantilevered, and shall remain open from the sides and the front without any support on party walls and/or pillars.
- g) All services located on the roof of the building shall be clustered together and surrounded by a 1.5 metres high non-solid screen. The services shall not exceed the height of this screen, which shall be set back 2 metres from the front and back edges of the roof of the underlying structures.
  
- 3      a) The approved premises shall be used as indicated on the approved drawings or as limited by any condition of this permission. If a change of use is permitted through the Development Planning (Use Classes) Order, 1994 (or its subsequent amendments), and it is not restricted by a condition of this permission, approval from the National Commission for Persons with Disability may still be required. Reference needs to be made to Circular

to Periti 3/10 or its subsequent amendments.

- b) Where provided, loading and unloading shall take place solely within the premises, and not from/on the public pavement or street.
- c) Unless shown on the approved drawings, no approval is hereby granted for the display of any sign or advertisement. These must form the subject of a separate application for advertisement consent.
- d) No activity is to take place outside the premises, unless clearly indicated on the approved drawings, and no crates or other items are to be stored outside. The placing/installation of any structures or facilities in front of the premises, unless indicated on the approved drawings, must be the subject of a separate clearance/permission from MEPA.

- 4 The conditions imposed by the Department for Environmental Health are at document PA 771/10/28A/28B. The architect/applicant are required to contact the Department for Environmental Health, throughout all the construction phases of the development hereby approved, to ensure that the development is carried out in conformity with the conditions imposed by the Department for Environmental Health.
- 5 The development hereby permitted shall be subject to Final Compliance (Completion) Certification, verifying that the development has been carried out in full accordance with the approved drawings, documents and conditions imposed of permission. Prior to the issuing of the Final Compliance Certificate for this development, the applicant shall submit to MEPA:
  - certification from a qualified engineer confirming that the development fully satisfies the requirements specified in report PA 771/10/1G.
- 6 This development permission is subject to a contribution amounting to the sum of EUR 1,164.69 in favour of MEPA's Urban Improvements Fund for the locality of the site. The funds raised shall be used to fund traffic management, green transport, urban improvements or similar projects in the locality of the site. The contribution shall not be refundable and funds shall be utilized as required and directed by the Malta Environment and Planning Authority.

The execution and validity of this permission is **suspended** and no works as approved by the said development permission may commence before the lapse of the time period established in Article 41(2) of the Act. It shall remain so suspended until the Environment and Planning Review Tribunal appoints its first hearing in terms of Article 41(4) if, together with an appeal lodged against such permit, a request for a suspension of permit is also requested in terms of Article 41(3).

Where the approved drawings and/or documents are dimensioned, then the declared dimensions shall prevail over the actual size as depicted on the approved drawings and/or documents.

Developers are advised to check the invert level to the sewer main with the Water Services Corporation as they would have to make their own arrangements where a gravity service connection is not possible. In these cases, the architect has to indicate the solutions envisaged and to indicate on

the plan what needs to be carried out and obtain approval from WSC. Developers are further reminded that connection of storm water into main sewers is not allowed.

If the declaration of ownership, as contained in the application form, is determined as incorrect by a Court of Law, then the said Court of Law can declare this development permission as null and void. This development permission does not remove or replace the need to obtain the consent of the land/building owner to this development before it is carried out. Furthermore, it does not imply that consent will necessarily be forthcoming nor does it bind the land/building owner to agree to this development. Where the land/building is owned or administered by the Government of Malta a specific clearance and agreement must be obtained for this development from the Land and/or Estate Management Departments.

This development permission is granted saving third party rights. This permission does not exonerate the applicant from obtaining any other necessary permission, license, clearance or approval required from any Government department, local council, agency or authority (including MEPA), as required by any law or regulation.

This development permit does not authorise any storage of substances listed in Occupational Health and Safety Authority Act (Cap. 424) - Control of Major Accident Hazards Regulations, 2003, as amended, in quantities that would render this site an establishment within scope of these regulations. The storage and handling of said substances may require a new or amended development permission in line with current policies and regulations.

For any non-residential uses hereby being approved, prior to commencement of any works on site or any eventual permitted change of use, the applicant shall be required to contact the Environment Protection Directorate (within MEPA) to obtain any necessary operational permit or registration. This requirement does not apply to Class 2B, 2C, 4A and 4B uses as listed in the Development Planning (Use Classes) Order 2014, or its subsequent amendments.

**This decision is being published on 16 June 2012.**

Claudine Faure  
Head EPC Secretariat  
Environment and Planning Commission

## Notes to Applicant and Perit

### Right for reconsideration

Where applicable, you have a right to submit a request for reconsideration to the Authority in terms of regulation 10 of Legal Notice 514 of 2010.

### Right for appeal

You have a right to submit an appeal, against the decision, to the Environment and Planning Review Tribunal in terms of article 41 and the Second Schedule of the Environment and Development Planning Act, 2010.

### Time limits

Requests for reconsideration or appeals must be made within 30 days from the publication of the decision notification in the local press as required by regulation 6(6) of Legal Notice 514 of 2010.

### Fees to submit a request for reconsideration or appeal

In either case, there is a fee to be paid which should accompany the request for reconsideration or the appeal. The fees are as follows:

For reconsideration - 3% of the Development Permit Fee paid in respect of the original application, subject to a minimum of €69.88.

For appeal - 5% of the Development Permit Fee paid in respect of the original application, subject to a minimum of €186.35.

### Submission of request for reconsideration or appeal

With regards to requests for reconsideration, Form MEPA 6/10 must be used for submission. All fields of the Form must be filled in as appropriate. Requests for reconsideration can only be submitted electronically.

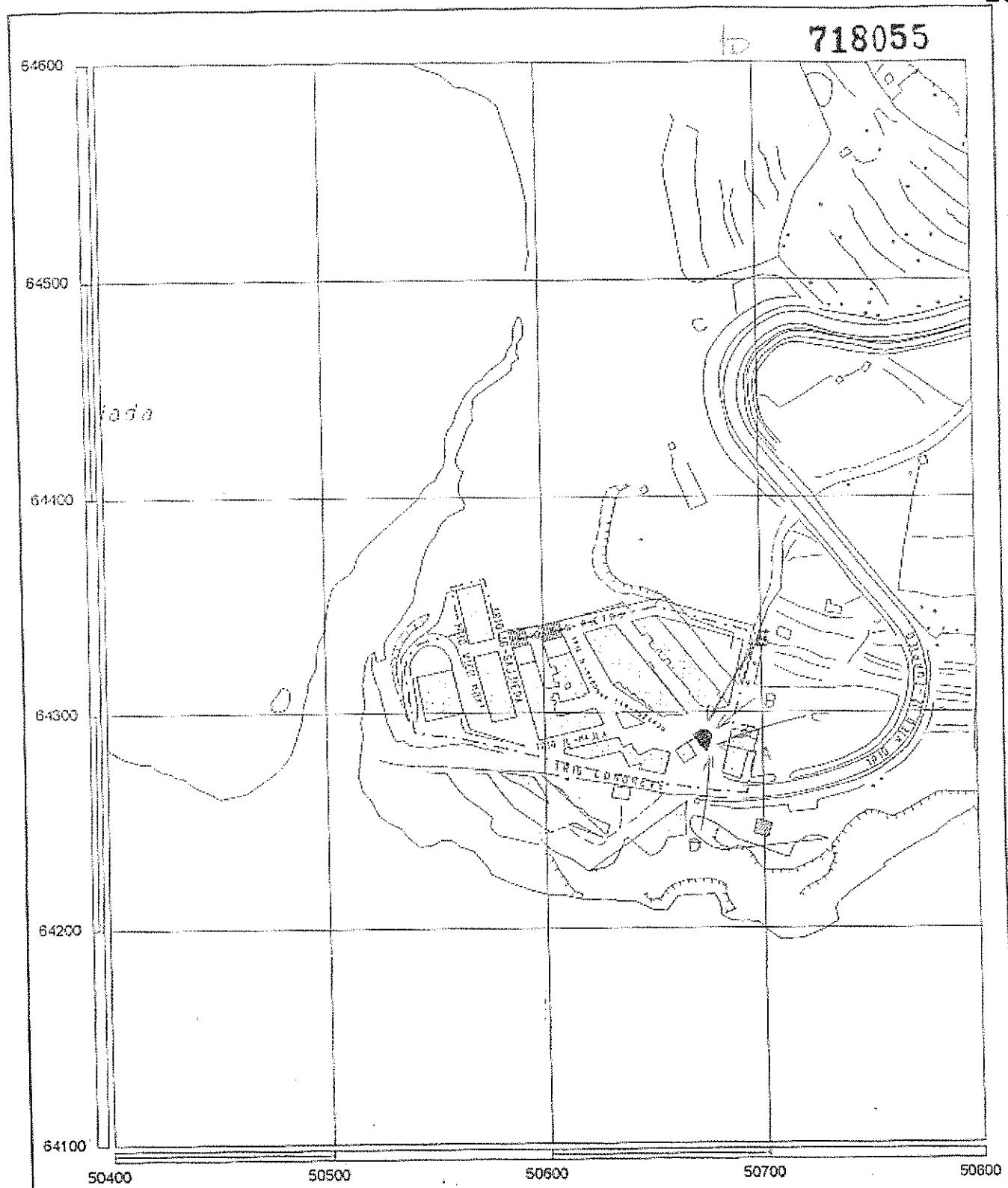
With regards to appeals, as required by the Second Schedule of the Act, the submission must include the detailed grounds for appeal and the requests being made by the appellant. Appeals must be submitted physically at the offices of the Environment and Planning Review Tribunal, St. Francis Ditch, Floriana.

### Submission of an appeal — General Services Board

If this application has been refused on sanitary issues, an appeal to the General Services Board may be submitted within one month from publication of Decision Notification on the press.

Perit Mr. Anton Zammit  
46, Triq 23 ta' Lulju 1942  
Zurrieq

-PADCN-



**Malta Environment & Planning Authority**  
**Mapping Unit Site Plan, Scale 1:2500**

St. Francis Ravelin  
Floriana  
PO Box 200, Valletta  
Tel: 21240976 Fax: 21224846  
[www.mepa.org.mt](http://www.mepa.org.mt)



Part of Survey Sheet(s): 5064

Date Issued: - 19/1/04

- The numbered lines indicate 100m intervals on a U.T.M. grid
- This site plan is not to be used for interpretation or scaling of scheme alignments
- Users noting additions or corrections to this map are kindly requested to inform the Mapping Unit

Copyright Mapping Unit, Malta Environment & Planning Authority Vat Reg. No.: 1281-6708 Form No.: MU 002

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718058

1g



**Ing. Fredrick Azzopardi**

B. (Mech.) Eng. (Hons), MA (ISSS), Eur. Ing.



"NorthPines", 102/1,  
Vjal il-Haddiem, Rabat, RBT1763, MALTA  
Phone: +356 21451684  
Mobi: +356 99403311  
Email: fredrickazzopardi@gmail.com

18<sup>th</sup> February 2010

Director of Planning  
Malta Environment and Planning Authority  
St. Francis Ravelin,  
Floriana.

**Noise Emission, Fume Extraction and Ventilation Report for the proposed class VI shop at  
"Ta' Bettina", Wied iż-Zurrieq**

**Drawing Assessed:**

*Existing and proposed plans, elevations and sections (hereby attached)*

I, the undersigned mechanical engineer would like to confirm that I have reviewed the proposed plans, sections and elevations for the proposed change of use from class IV to class VI shop and the following is a noise emission, fume extraction and ventilation report. Moreover the original proposed plans which indicate the position of the equipment mentioned in this report are hereby being attached with this report.

In the planning application it is being proposed to change the use of the premises from a class IV retail outlet to a class VI outlet. Therefore the scope of this report is to identify the requirements in order to operate the class VI outlet without posing any nuisance to third party.

The main equipment which shall be used is marked on the plan hereby attached and listed below:

- A. Cold Display Counter on 4 door refrigerator unit
- B. Convection Oven / Pizza Oven / Fryers
- C. Working table / Fridge
- D. Upright 2 door Refrigerator Unit
- E. Freezer
- F. Refrigerator unit
- G. Split type air-conditioning unit

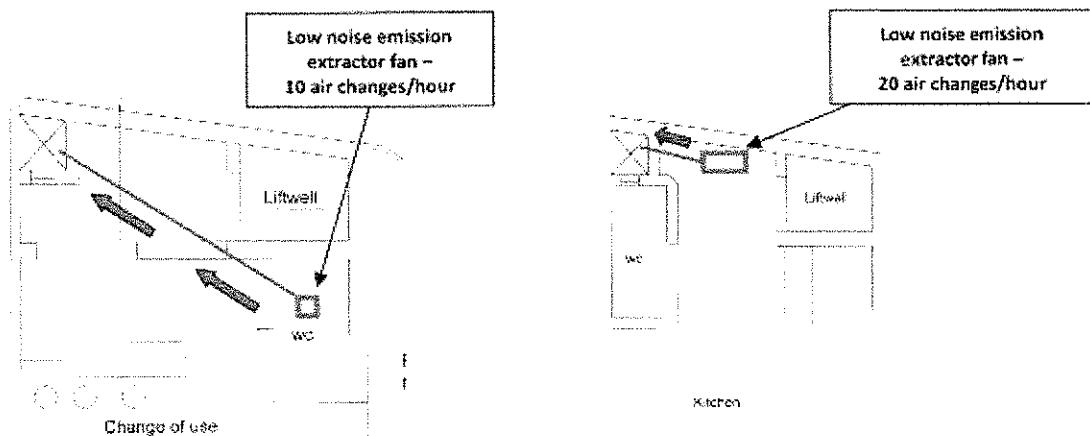
## Ventilation System

As indicated on the drawing hereby attached, the premises includes

- At basement level the kitchen which is the main cooking area and a toilet
- At ground floor level the serving / seating area and toilet
- At the other levels storage areas are being proposed.

As far as the ventilation of the toilet at basement level, the serving / seating area and storage areas are concerned the apertures on the façades of the building and internal shafts shall provide for the requisite level of natural ventilation.

On the other hand the toilet at ground floor level and the cooking / kitchen area cannot be naturally ventilated and therefore these areas have to be mechanically ventilated by means of low noise extractor fans since the main source of noise within the ducted fan system is the fan itself. The extracted air will be directed through cylindrical ductwork, running from these areas to the outside as shown below.



Therefore two low noise emission extractor fans shall be installed to provide for the requisite level of ventilation in the toilet and in the food preparation / kitchen area.

For the kitchen area, fresh air inlet shall be supplied from the ground floor level through the staircase connecting both levels. On the other hand the door of the toilet at ground floor level shall be fitted with low level louvers in order to facilitate the air extraction system.

Therefore these low noise emission fans shall be able to extract at least:

1. 10 air changes / hour from the toilet at ground floor level. It is very important that since there is no anteroom in front of the toilet, the toilet shall be kept at a negative pressure at all times in order to ensure that no odours are transmitted to any part of the premises.

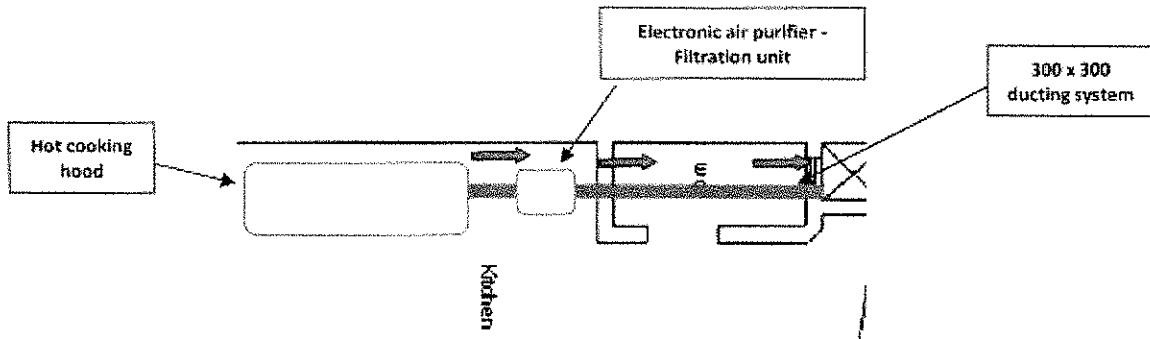
2. 20 air changes / hour from the kitchen / food preparation area. Moreover, since the kitchen is connected to the open area (bar area) where food will be served, the cooking area shall be kept at a negative pressure by means of a hot cooking hood extraction system. This will ensure that the cooking odours and heat generated in the kitchen are not transmitted to the bar area.

Finally as far as the ventilation of the kitchen and toilet at ground floor level is concerned the above mentioned system, when installed, shall provide adequate mechanical ventilation to these areas. Hence the aspects concerning the adequate ventilation are satisfactory.

### Cooking Equipment

Since the building above the proposed class VI outlet is third party building and it is very difficult to install a chimney flue, a filtering and air purifier system which does not include a chimney flue has to be installed.

The main cooking area shall be equipped with a hot cooking stainless steel hood connected by means of a ducting system to a filtration and deodorisation air unit (air purifier) for filtering of smoke, for the elimination of odours and for retaining steam. The cooking hood shall be overlying the cooking equipment which as mentioned above will consist of pizza oven, convection oven and fryers.

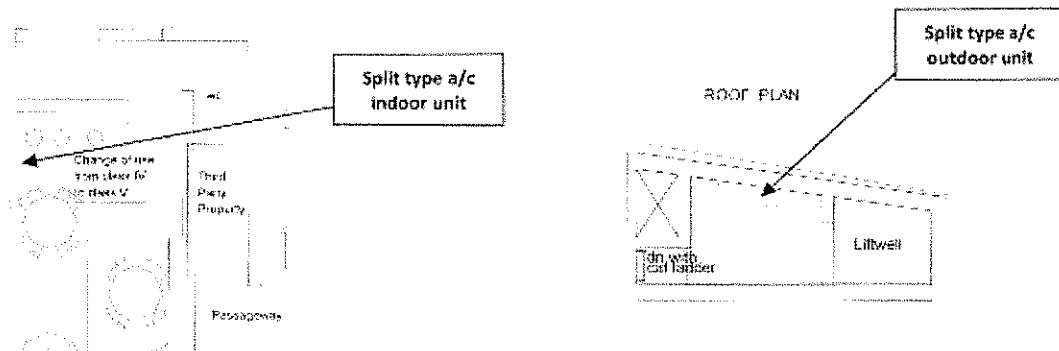


It should be noted that the main source of noise within the ducted fan system is the fan itself where it has to be selected such that the sound emission does not exceed 60dB(A). Hence this type of system which complies with policy 15.5 Flues and Fumes Extraction of DC2007, by no means will result in a high sound pressure level at the neighbouring apertures (i.e. higher than 45dB(A) sound level) and therefore no additional attenuation measures will be required.

718061

### Air-Conditioning and Refrigeration System

The seating area shall be equipped with one split type air-conditioning unit where the outdoor unit will be situated on the roof of the building as shown below. Since the compressor will be low noise emission unit, this installation will not result in a high sound pressure level at the neighbouring apertures but still shall be reduced further by additional sound attenuating measures namely sound proof screens.



On the other hand the premises shall be equipped with various refrigeration units as mentioned above. Since all of these units will be equipped with low noise emission refrigeration compressors, the noise pressure level in the various parts of the premises is acceptable.

### Conclusion

It should be noted that the aspects concerning the noise emission, ventilation and fume extraction (in accordance with HVAC Standards namely the Chartered Institute of Building Services Engineers – CIBSE building guide) of the proposed plans, sections and elevations for the use of "Ta' Bettina", Wied iż-Zurrieq as class VI outlet are satisfactory since the level of 45dB(A) at the neighbouring apertures will not be exceeded. Therefore the **operation of the class VI outlet will not produce any nuisance to the neighbouring units.**

  
 Ing. Fredrick Azzopardi  
*B.Mech. Eng. (Hons.), MA (ISSS), Eur. Ing.*  
*Warrant No 577*



28a

DIRETTORAT GHAL SAHHA AMBJENTALI  
SERVIZI TA' L-ISPETTORAT TAS-SAHHA  
TAQSIMA TAS-SIGURTA' FL-IKEL  
34, 'THE ANNEXE', TRIQ ANTONIO NANI,  
TA' XBIEX XBX 1086



ENVIRONMENTAL HEALTH DIRECTORATE  
HEALTH INSPECTORATE SERVICES  
FOOD SAFETY UNIT  
34, 'THE ANNEXE', ANTONIO NANI STREET,  
TA' XBIEX XBX 1086

Our Ref: **DH 54/2010/319**  
Your Ref: **PA 00771/10**

TELEPHONE: +356 2133 6014  
+356 2133 6015  
FAX: + 356 2131 1172  
e-mail: food.safety@gov.mt

Malta Environment & Planning Authority  
Attn. Ms. Corinne Gatt  
Floriana  
P.O. Box 200  
Valletta.  
CMR01

10<sup>th</sup> December, 2010

**Re:** Application by Mr. Joe Fenech  
**P.A. No:** 00771/10  
**Location:** Ta Bettina, Wied Iz-Zurrieq, L/o Qrendi.

There is no objection from this end provided that:

- Applicant adheres to sketch plans as proposed.
- Only food items listed on the attached copy of menu could be prepared/served.
- Proposed sump at basement level should be hermetically sealed and provided with a double lid cover.
- Proposed premises is connected with an existing cesspit and not to the main sewer as indicated by the architect on the application form. Cesspit should be leak proof, commensurate with the volume of work and regularly emptied. Once approved, applicant is to apply with the Department for Environmental Health for the Superintendent of Public Health license.
- Proposed toilets should be adequately ventilated and provided with an adequately ventilated ante room. Where natural ventilation is not possible, adequate extract ventilation by mechanical means is to be provided.
- Premises are to be provided with a supply of water intended for human consumption from an approved source, be regularly connected to the public sewerage system and be provided with a supply of electricity prior to use.
- Proposed grease trap (unless self-cleansing)/gully traps are to be located in the open air.
- Height of proposed food rooms should not be less than 7 ft 6inches (2.29m).
- All food rooms including food stores are to be adequately ventilated. Where natural ventilation is not possible, adequate intake and extract ventilation by mechanical means is to be provided.
- To provide adequate measures for the hygienic disposal of refuse.
- Applicant is to take all the necessary measures to prevent above mentioned premises from being a statutory nuisance to neighboring properties from emit fumes, gases, dusts, steam, odour, noise or having accum deposits that are prejudicial to health or a nuisance.
- All Building and Sanitary Laws & Regulations are to be strictly complied with.

Referred.

Paul Bezzina  
Senior Principal Environmental Health Officer  
Reg No:045  
F/Director (Environmental Health)

Page 1 of 1

(2)

**Schembri Friggieli Ingrid at MHEC**

**From:** Claudio Tonna [claudio@mail.net.net]  
**Sent:** 17 November 2010 19:18  
**To:** Schembri Friggieli Ingrid at MHEC  
**Cc:** Tonna Claudio at MRRA (RES)  
**Subject:** Ta bettina Menu  
**Importance:** High  
**Attachments:** bettina menu.pdf

Dear Ingrid

Please find attached Menu of Ta bettina, Restaurant Wied Iz Zurrieq, as requested. Ref PA 00771/10.

Please aknowledge receipt.

Regards  
Claudio Tonna  
For Mr Joe fenech.

18/11/2010

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# Ta' BETTINA

restaurant

## Pasta Counter

Spaghetti Rabbit  
Spaghetti Bolognese  
Penni Maltese  
Maltese Timpana  
Maltese Ravioli  
Linguini Marinara  
Risotto Maltese (Ross il-Forn)

## Pastry

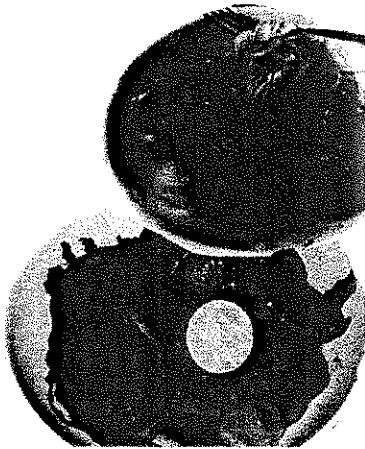
Rabbit pie  
Chicken Pie  
Maltese Pastizzi  
Maltese Ftira

## Pizza (by pieces)

Pizza Maltese  
Pizza Capricciosa  
Pizza Funghi  
Pizza Marinara

## Maltese Dishes

Traditional Maltese Rabbit  
Traditional Pork feast (Majjalata)



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Ta' BETTINA  
restaurant

**Snacks**

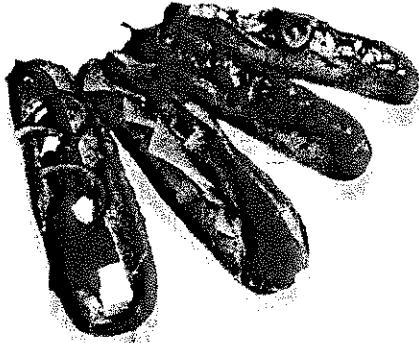
Beef Burger & Chips  
Chicken burger & Chips  
Fish & Chips

**Salads**

Tuna Salad  
Greek Salad  
Caprese

**Baguettes**

Chicken Baguette  
Salmon Baguette



Section: Scheduled for DCC B  
 Board No.: dfr

**APPLICATION No.** PA/00771/10

### **1. Application Details:**

Applicable Policy: DC2007  
 Press Date: 1 May 2010  
 Application Type: Full development permission

Applicant: Mr Joe Fenech  
 Architect: Mr. Anton Zammit

Drawing Numbers: PA771/2010/1D/50A/50B/50C and supporting documents  
 PA771/2010/1G/28A/28B.

Proposal: Change of use from Class (IV) to Class (VI) proposed basement, extension to premises at ground and first floors, proposed formation of pavement and proposed fascia sign.

Location: Ta' Bettina, Wied Iz- Zurrieq, I/o Qrendi

### **2. Representations:**

None Received.

### **3. Notes To Committee:**

- 3.1 In case of overturning UIF applies.
- 3.2 This application has been submitted with Certificate B indicating that part of the site is owned by Government.
- 3.3 The architect's response to the Development Planning Application Report was submitted on 19/07/2011 as per Minute 52.
- 3.4 **EPC B held on 12th August 2011 (minute 54)**  
 Directorate to prepare conditions in the event of overturning, update notes to committee and strike out reasons for refusal accordingly.  
 SEO to assess.  
 Deferred for the 09th September 2011

#### ***Directorate's Comments***

EPC to note that since the previously proposed pavement was removed from the proposal, reason for refusal is no longer applicable. However, the project description and the drawings attached with the Noise Emission

Report (doc 1G) should be amended to reflect the latest proposal.

The latest drawings (doc 50A) were approved by the SEO and conditions prepared as requested.

#### **4. Case Officer's Report:**

##### **4.1 SUMMARY OF ISSUES**

The proposed development is **not acceptable** since part of the proposed development is objected to by Transport Malta in view that it would be located in the road and at junction .

##### **4.2 PROPOSAL**

This full development permission application proposes the change of use from a class 4 shop, to a Class 6 and extension at basement level and fixing of fascia sign - see drawings 41A, 41B and 41C. The proposed building is organised on 2 floors plus a basement.

##### **4.3 SITE DESCRIPTION**

The site is located within the limits to development - see site plan 1D. The site consists of an existing corner building covering an area of approximately 36 square metres with a 2.5 metres elevation overlooking Congreve road in Wied Iz-Zurrieq in Qrendi.

The area is characterised with residential development - see photos on document 1C.

-- Site Constraints

Special Area of Conservation - International Importance

##### **4.4 SITE HISTORY**

No previous permits traced.

##### **4.5 POLICY CONTEXT**

The relevant policy documents are:

- Structure Plan, 1990.
- North West Local Plan, 2006.
- DC 2007.

BEN 2 - requires good urban design.

TRA 4 - parking requirements.

-- *North West Local Plan*

Map 73 – Wied Iz –Zurrieq Area Policy.

Policy NWQD 3.

#### **4.6 CONSULTATIONS**

The **Planning Control Unit** stated – document 25 - the proposal is to retain the existing building which is according to the attached alignment plan. Extension of pavement should be cleared by the Transport Malta.

The **Environmental Health Directorate** stated – document 28A – they find no objection to the proposed development subject that the conditions listed in their report are implemented as advised.

The **Transport Malta** stated – document 36A - that they object to the proposed footway build out in view that it would be located at a road and at a junction.

The **EPDC** stated – document 38 – that the proposal is for alterations to existing shop including excavation of basement and provision of external tables and chairs. In this respect it is not expected to affect the Natura 2000 site, its habitats and species in a potentially significant manner.

The Mayor and Secretary of **Qrendi Local Council** were consulted on 13<sup>th</sup> May however no reply has been received within the stipulated date.

The **Sanitary Engineering Officer** approved the drawings as per minute 43.

--*Additional Documents*

A copy of Tourism Compliance Certificate issued by the **Malta Tourism Authority** has been submitted (refer to doc 1H).

A Noise, Smells and Fumes Emissions Report has been submitted (refer to doc 1G)

#### **4.7 DISCUSSION**

-- *Proposed use*

Policy NWQD 3 of the North West Local Plan states that there is a presumption against further development in this area, except for the upgrading of the tourist product; and all development shall be

the change of use from a Class 4 shop to a Class 6 establishment covering an area of approximately 55 square metres (including store at ground floor level of 3 square metres and a 5 square metres store at first floor level).

The proposed Class 6 shop may be favourably recommended in view that it upgrades the tourist product and therefore conforms to policy NWQD 3 of the North West Local Plan.

-- *Height limitation*

The Local Plan does not indicate a specific height limitation for the area. However Policy NWQD 3 states that all development shall be of a scale and character in keeping with the rural coastal settlement. The height of the proposed extension is in keeping with the adjoining building. The extension also completes the building up to the official alignment and is considered to be acceptable.

-- *Design*

The design of the elevation is considered to be acceptable and in context with the streetscape within which the site is located since the proposed apertures shall be in timber and railings in wrought iron. The proposal thus complies with SP Policy BEN 2. The proposed shop sign is aesthetically acceptable and is in line with the Policy and Design Guidance 3 (Shop fronts) 1994 which states that shop fronts should have good quality design. The proposed shop design does not conceal any architectural features and the size of the said sign respects the proportion of the building.

-- *Car parking*

The proposed Class 6 outlet has a customer area of 14 square metres and thus requires 1 car parking space (1 space per 10 square metres). No additional off-street parking is required for the proposed stores at ground and first floor level covering a total of 8 square metres since this is calculated at the rate of 1 space per 50 square metres. Since no parking is provided within the site, there is a shortfall of 1 off-street parking space. The lack of sufficient car parking spaces could be compensated through an UIF contribution of €1,164.69 per parking space, as required by Policy 4.18 of DC2007.

#### **4.8 COMMUNICATION WITH ARCHITECT/APPLICANT**

Architect was requested to submit revised drawings eliminating the proposed footway build-out. Architect submitted revised drawings (doc 41A) eliminating only the tables and chairs, and retaining the footway build out

The issues raised above, i.e. the proposed footway build-out which would be located I the road and at a junction have been communicated to architect in letter dated 3<sup>rd</sup> June (document 39). The architect's revised drawing (documents 41A) eliminated only the tables and chairs, and retained the footway build out and therefore it still does not address the issues satisfactorily, hence the negative recommendation.

#### 4.9 CONCLUSION

In view of the above comments, the application is being recommended for refusal since the proposed footway build out is objected to by Transport Malta in view that it would be located in the road and at a junction.

#### 5. Recommendation: REFUSE - for the following reasons:

- 1 ~~The proposed footway built-out would be located in the road and at a junction and is objectionable by Transport Malta. It is not in the best interest to the amenity of the area and so conflicts with Structure Plan policy BEN-1 which seeks to protect the amenity of existing uses.~~

---

This report to the Environment & Planning Commission has been prepared and checked by:

Case Officer: Checked By:

Signature: Signature:

Date: Date:

---

#### Environment & Planning Commission Decision:

---

[PAREndorsed]



**Ing. Fredrick Azzopardi**

B. (Mech.) Eng. (Hons), MA (ISSS), Eur. Ing.

**71a**

"NorthPines", 102/1,  
Vjal il-Haddiem, Rabat, RBT1763, MALTA  
Phone: +356 21451684  
Mob: +356 99403311  
Email: fredrickazzopardi@gmail.com

Our Ref: **FA088/0911/001**

20<sup>th</sup> September 2011

Director Planning  
Malta Environment and Planning Authority  
Notre Ravelin,  
Floriana

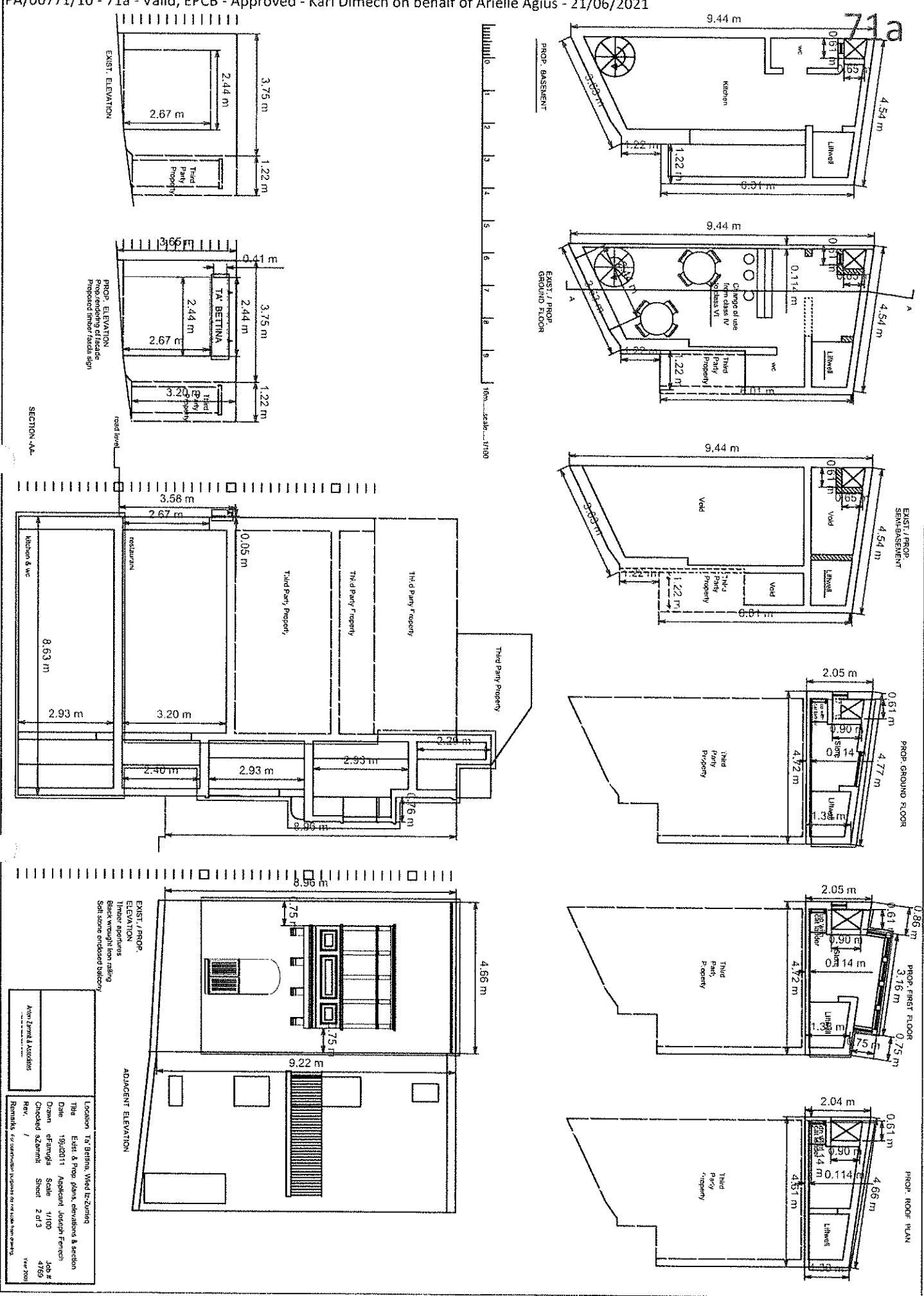
**REVISION OF NOISE EMISSION, FUME EXTRACTION AND VENTILATION REPORT FOR THE  
PROPOSED CLASS VI SHOP AT "TA' BETTINA", WIED IŻ-ŻURRIEQ**

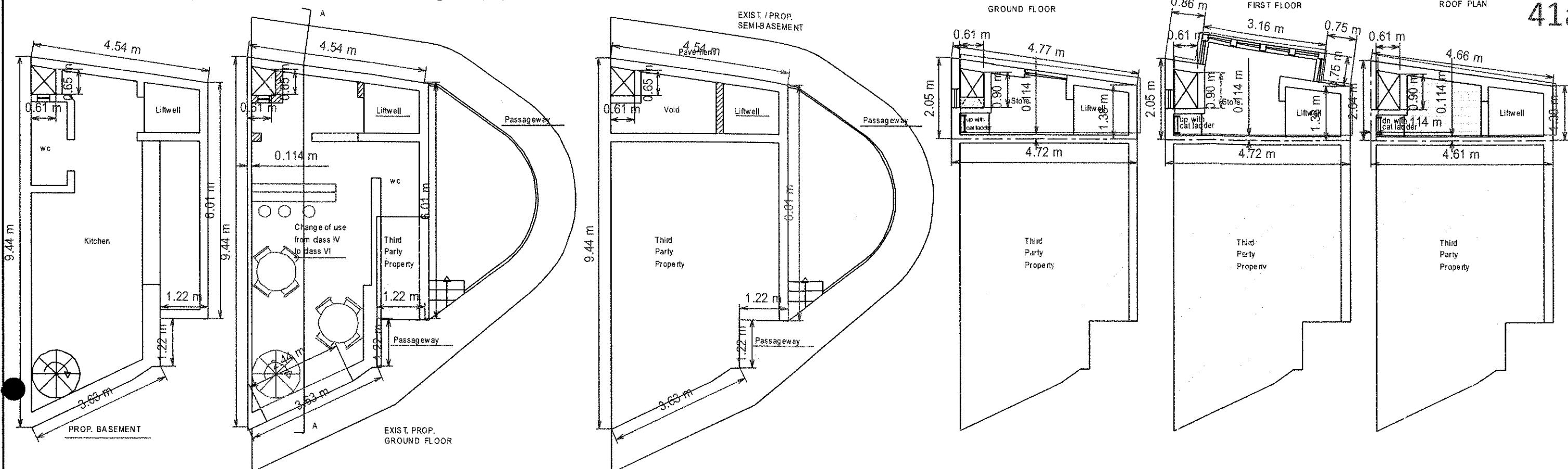
With reference to my report dated 18<sup>th</sup> February 2010 and to the amended plans hereby attached with this letter, please note that the noise emission, fume extraction and ventilation requirements mentioned in my report are still applicable and thus when implemented will ensure that the class VI outlet will not produce any nuisance to the neighbouring units.

In fact the aspects concerning the noise emission, ventilation and fume extraction (in accordance with HVAC Standards namely the Chartered Institute of Building Services Engineers – CIBSE building guide B) of the amended plans, sections and elevations for the use of "Ta' Bettina", Wied iż-Żurrieq as class VI outlet are satisfactory since the level of 45dB(A) at the neighbouring apertures will not be exceeded.

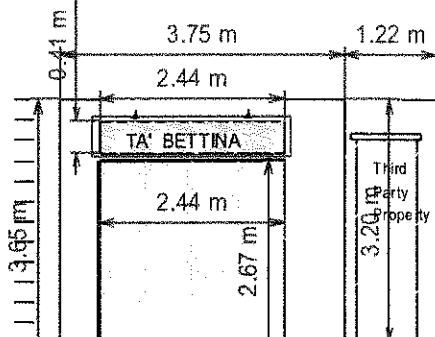
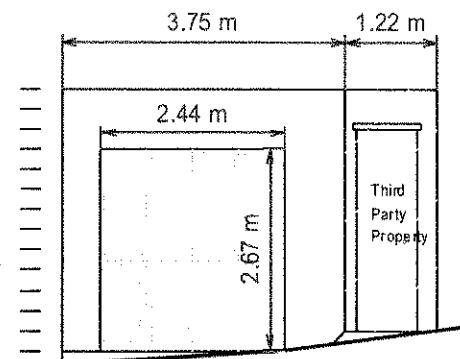
  
**Ing. Fredrick Azzopardi**  
*B.Mech. Eng. (Hons.), MA (ISSS), Eur. Ing.*  
*Warrant No 577*

# Revised Drawings



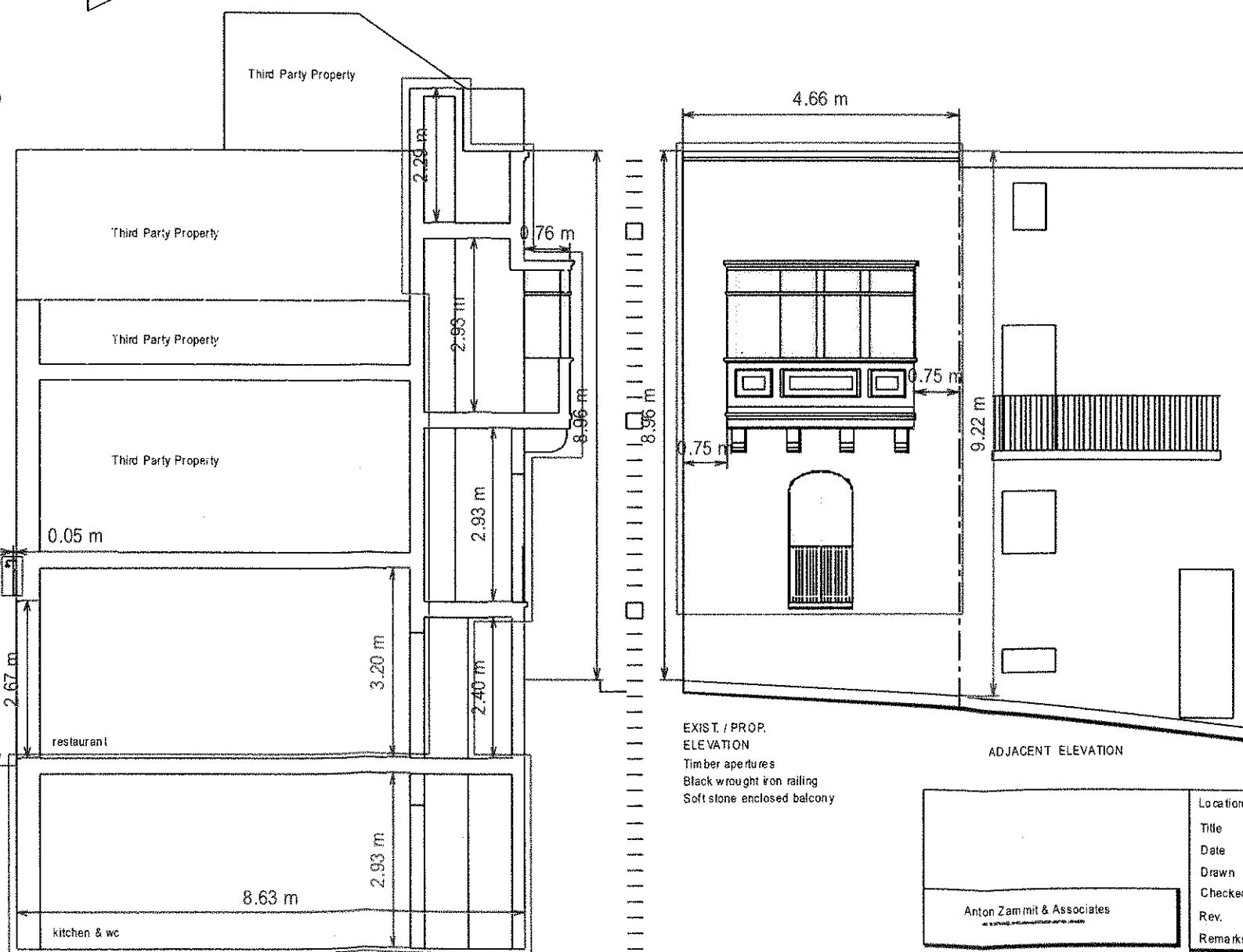


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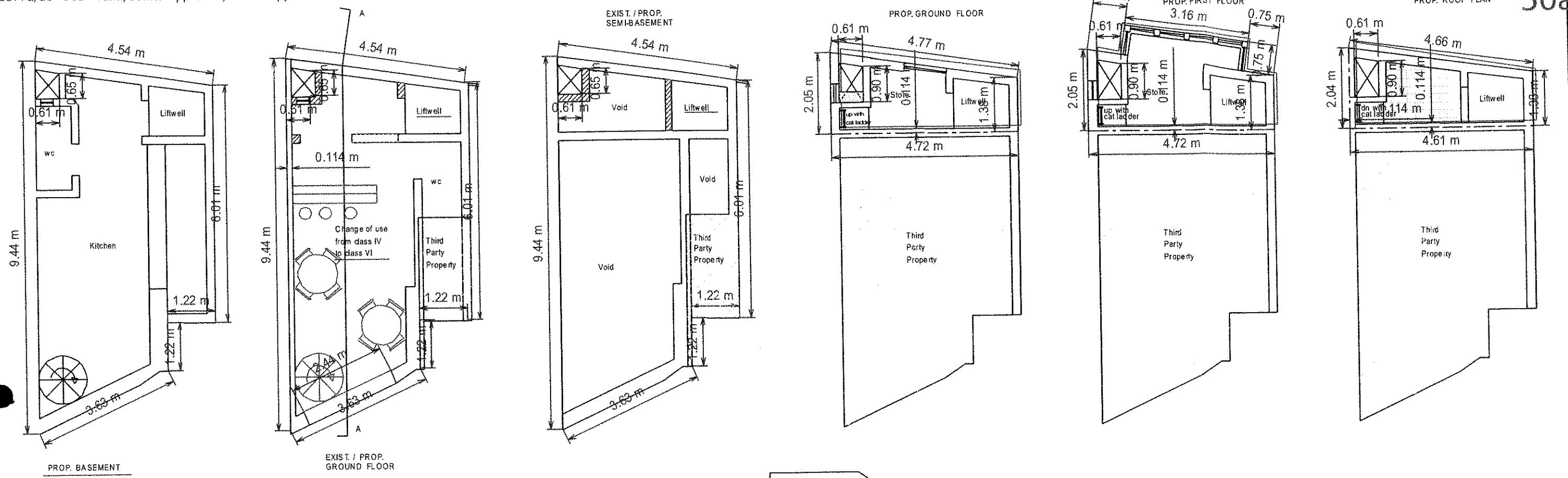


Prop. rendering of facade  
Proposed timber fascia sign

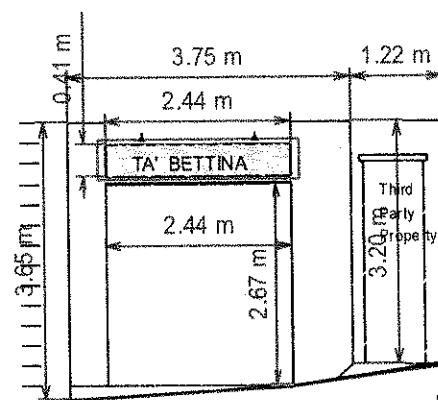
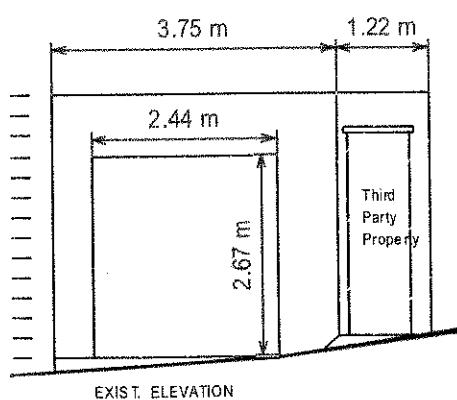
SECTION-AA-



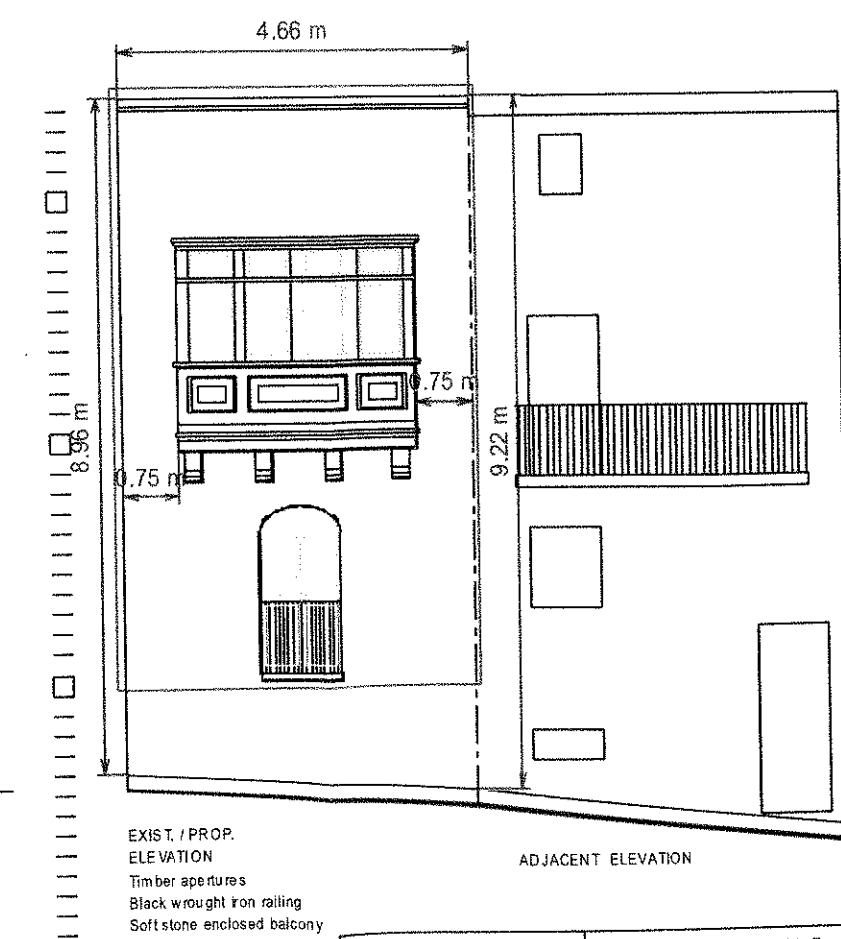
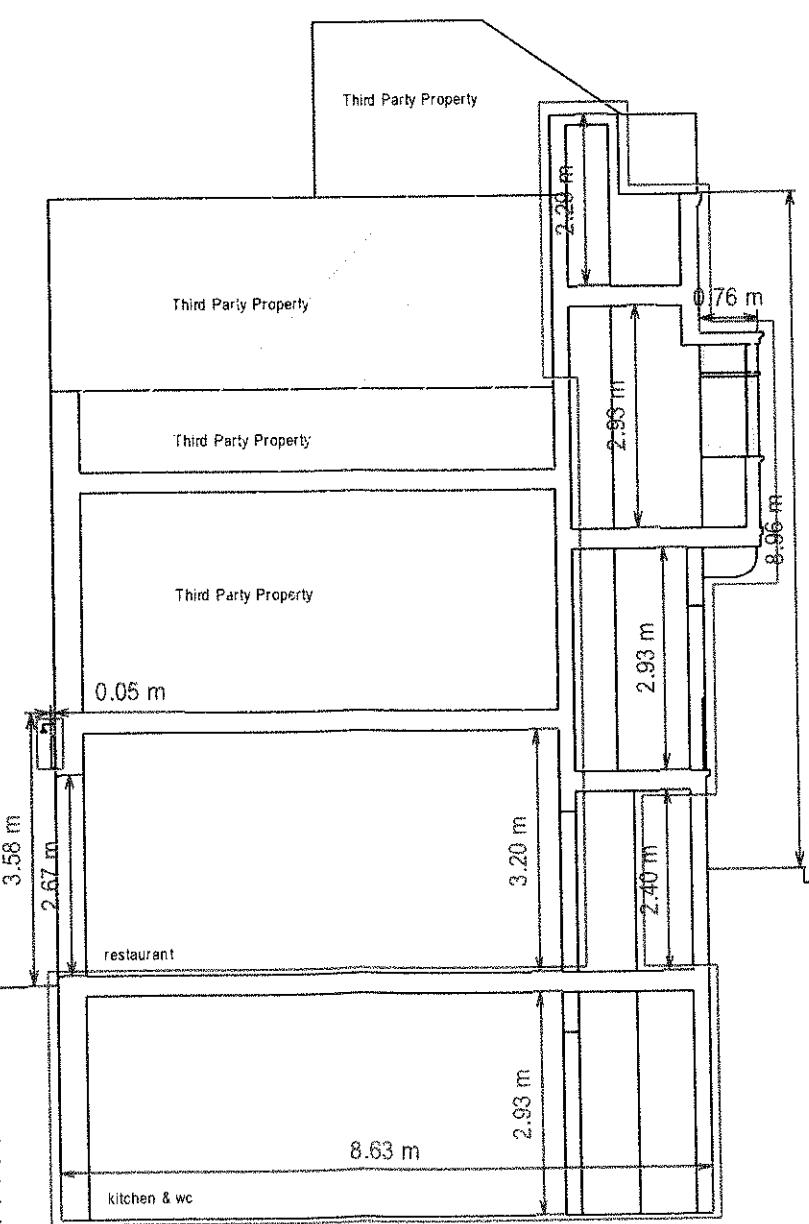
Location	Ta' Bettina, Wied iz-Zurrieq
Title	Exist. & Prop. plans, elevations & section
Date	16jun2011
Drawn	eFarrugia
Checked	aZammit
Rev.	/
Remarks	For construction purposes do not scale from drawing.
Applicant	Joseph Fenech
Scale	1/100
Sheet	2 of 3
Job #	4769
Year	2009



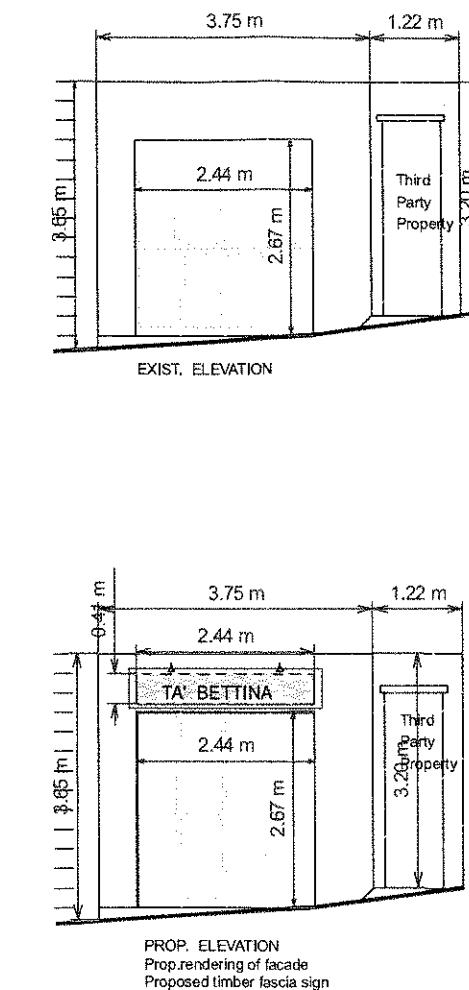
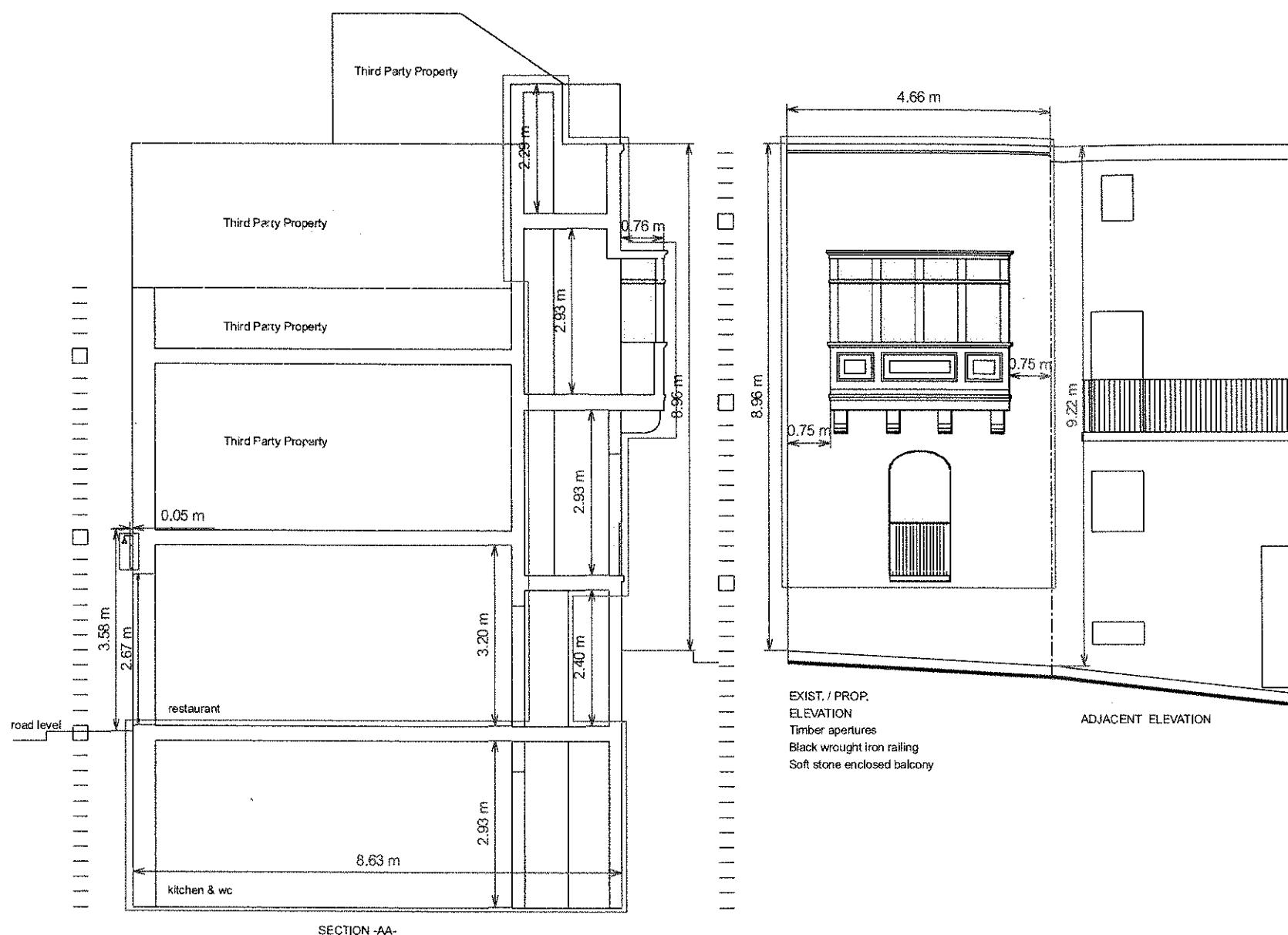
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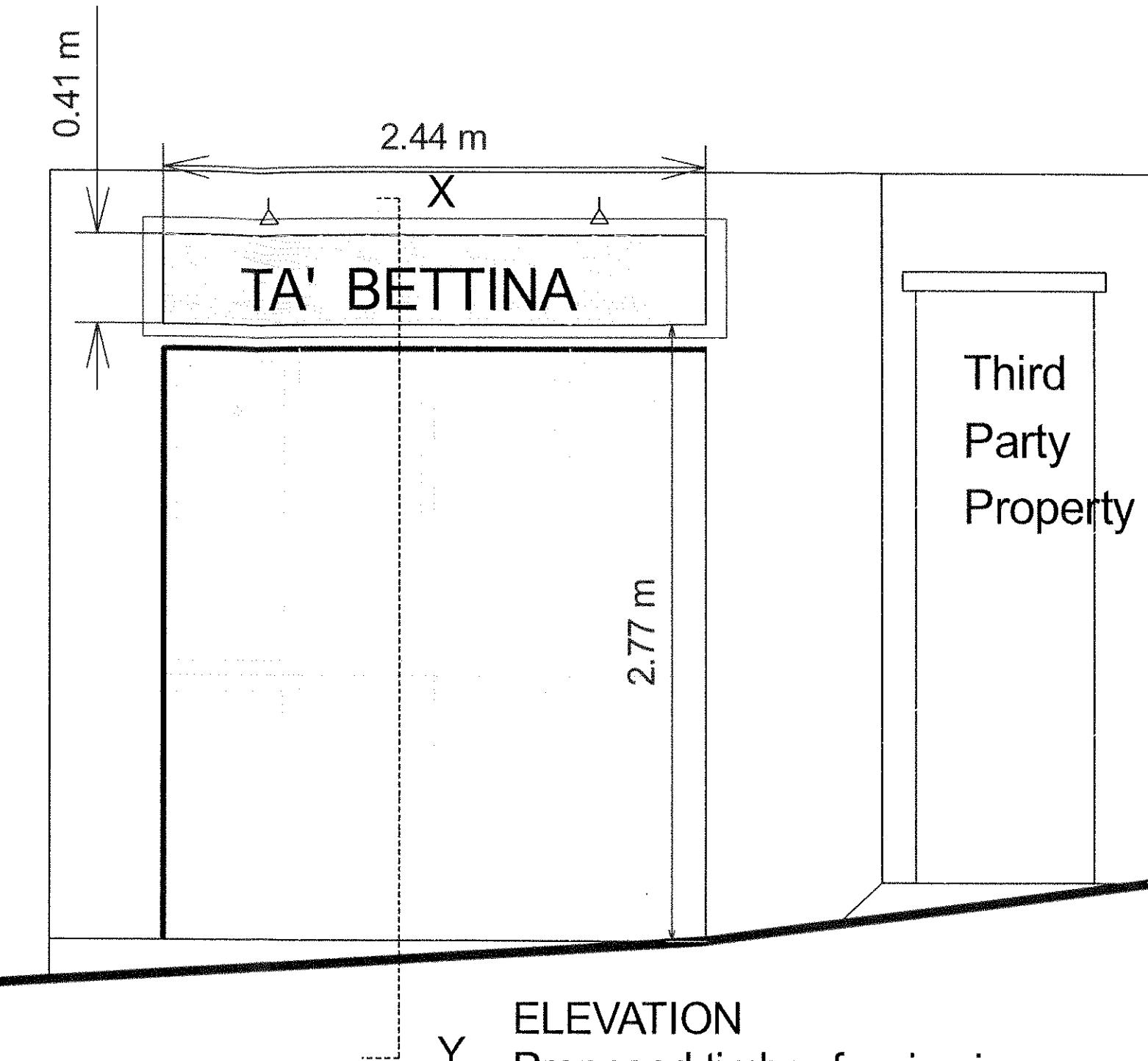
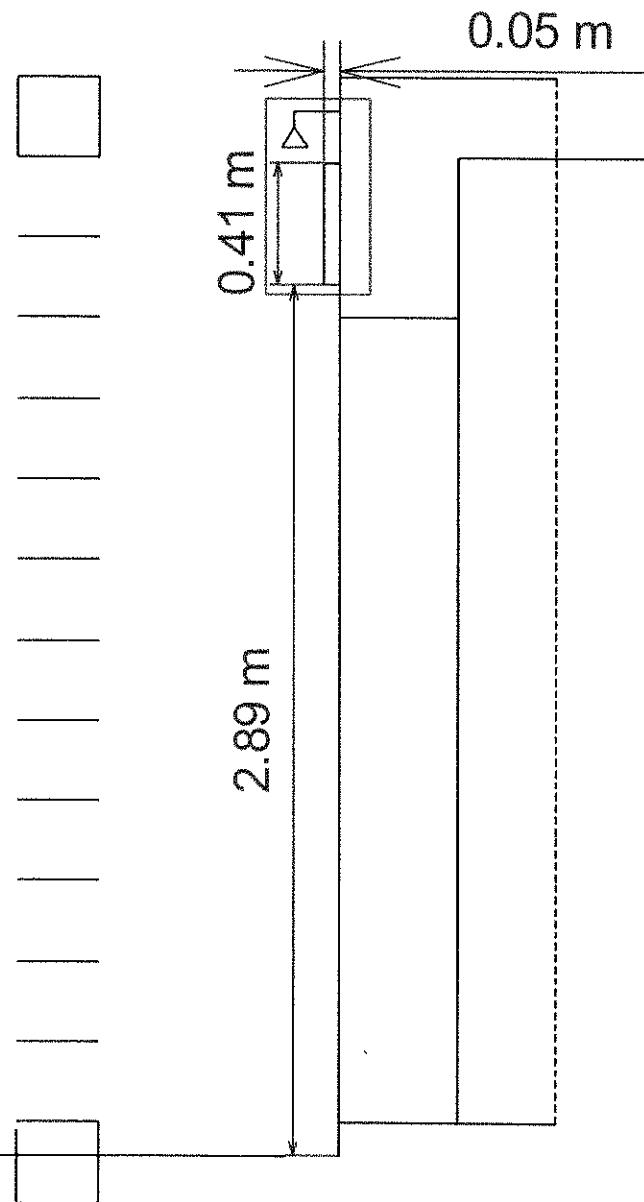


SECTION -AA-



Location	Ta' Bettina, Wied Iz-Zurrieq
Title	Exist. & Prop. plans, elevations & section
Date	19/06/2011
Drawn by	eFarrugia
Checked by	aZammit
Rev.	/
Remarks	For construction purposes do not scale from drawing.





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5m... scale 1/25

## **APPENDICI E**

### **PJANTA LOKALI**

## NORTH WEST LOCAL PLAN

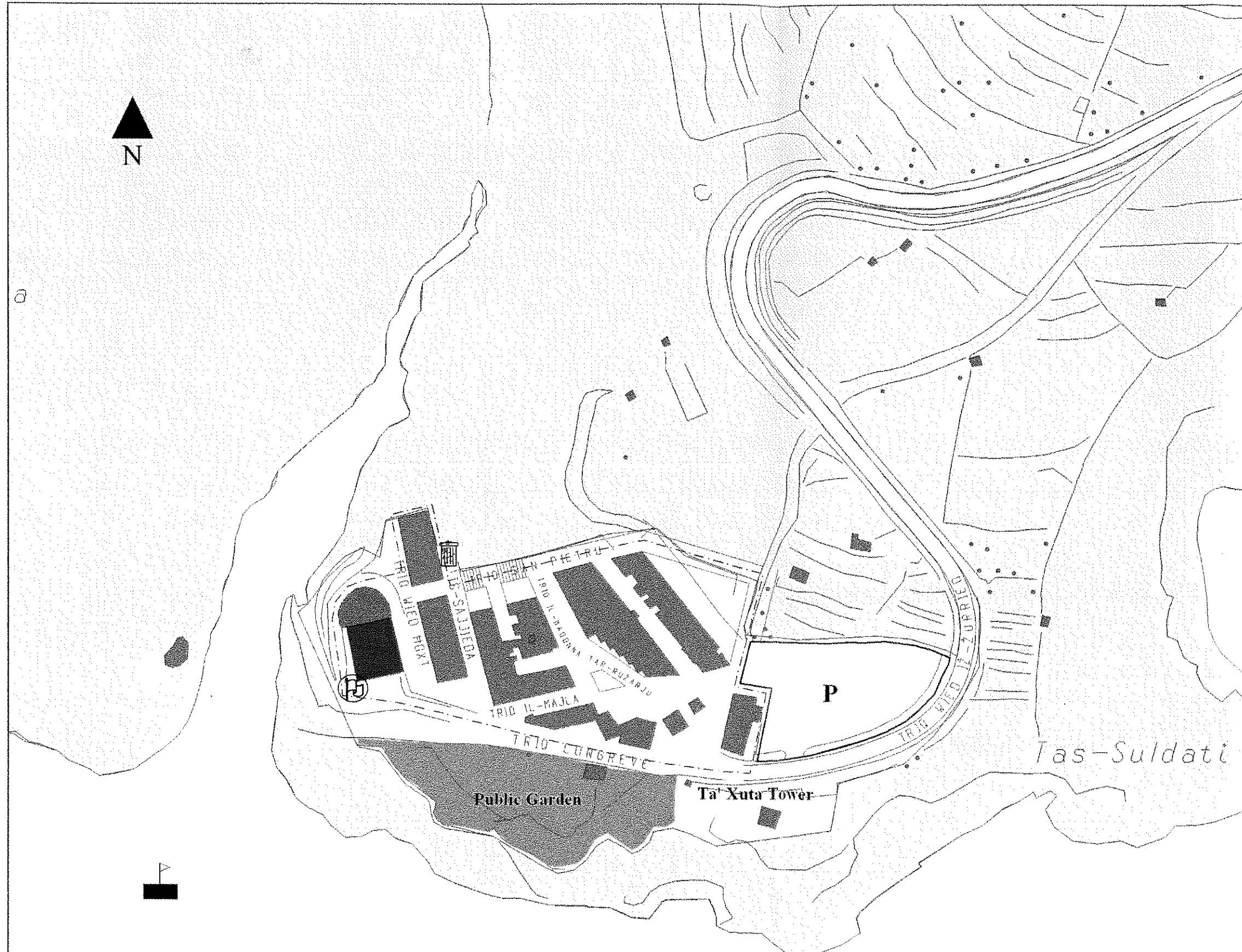


L-Awtorità ta' Malta Dwar l-Ambjent u l-Ippianar

Malta Environment & Planning Authority

### Key

- Scheme Boundary
- Area of Ecological Importance (Level 2)
- Area of High Landscape Value
- Applicable Policy  
NWQD 3  
Wied iz-Zurrieq Area Policy
- P Existing Parking Area
- Public Garden
- Boat Storage Area
- Coastguard Station
- Diving
- Waste Disposal Collection Point



### North West Local Plan Wied iż-Żurrieq, Qrendi

Scale :	Date :	Map :
1:1500	June 2006	73
INDICATIVE ONLY		
Not to be used for measurement or direct interpretation. Maps to be used in conjunction with Policy Document.		

# **APPENDICI F**

## **POLICY NWQD 3**

methods using local stone and rubble walling; and hunting and trapping should only occur outside visiting hours. These conflicts within the archaeological park shall be addressed and resolved through the formulation of a Management Plan by Heritage Malta in conjunction with MEPA, the Superintendence of Cultural Heritage and any appropriate Government agency.

### **28.3 Wied iz-Zurrieq (Qrendi)**

- 28.3.1 Wied-iz-Zurrieq, is a small urban area situated on a small inlet on the coast south of Qrendi. The area is best known for boat trips to the Blue Grotto. As a result, the building cluster contains an assortment of cafes, a public garden, car park, jetty, boathouses and a watchtower, which is currently in use as a police station. The area covered in the policy extends beyond the buildings in the Temporary Provision Scheme to include the car park area, garden, tower and coast (Refer to Map 73).
- 28.3.2 The surrounding area comprises bare broken limestone slopes with garrigue vegetation descending towards the cliffs. The slopes are cut by deep, rocky gorge-like widien and the coast is a complex of coves, cliffs and rocky promontories.
- 28.3.3 The purpose of the policy is to identify issues affecting the area and to ensure the physical and natural environment is protected and enhanced accordingly.

#### **NWQD 3**

#### **Wied iz-Zurrieq Area Policy**

**There is a presumption against further development in this area, as indicated on Map 73, except for the upgrading of the tourist product, a coastguard station and the provision of a new police station. All development shall be of a scale and character in keeping with this rural coastal settlement.**

MEPA in conjunction with the Local Council will prepare a design brief to ensure the area is improved in a way which meets this key objective. Upgrading of existing commercial shop fronts will be encouraged in order to enhance the character of the area and any improvements should incorporate traditional design features and use of local materials. The use of modern materials such as aluminium, plastic and similar material will be discouraged. MEPA will actively seek the removal of unsightly masts and pylons by the provision of underground services.

**Development outside scheme boundary shown on Map 73 will not be permitted, except for:**

- i. upgrading the public garden using indigenous vegetation and materials while ensuring public access is retained;
- ii. utilising an area adjacent to Ta` Xuta Tower for informal recreation;
- iii. change of use of the Tower to an appropriate tourist facility;
- iv. provision for the increased capacity of the car park including the provision of adequate facilities for a waste disposal collection area;
- v. provision of a new police station;
- vi. the provision of underground changing facilities for divers, and
- vii. the provision/enhancement of a coastal footpath.

**The land subject to this Area Policy is indicated on Map 73.**

- 28.3.4 Temporary Provision Scheme area - A number of boathouses have been constructed as well as alterations to existing buildings within scheme. The settlement is tightly contained in a scheme boundary which limits development.
- 28.3.5 A sensitively designed life saving observation building (Coastguard Station) will be encouraged adjacent to the decked boat storage area. This will provide the emergency services with improved safety measures for the protection of swimmers/boat passengers on this exposed coastline.
- 28.3.6 Provision of further boat storage - Any further applications for boathouses will be resisted on the basis of visual impact and restricted access. The available space for additional boathouses is severely limited and cutting into the rock will not improve the amenity of the area. Therefore MEPA will continue to resist any further applications except for the possibility for additional boat storage under the western end of Triq Congreve.
- 28.3.7 It is the policy of the Local Council to continue to enhance the existing amenity facilities by the provision of landscaping and street furniture.
- 28.3.8 In addition to these improvements MEPA will actively seek the removal of unsightly masts and pylons, improvement in design of buildings to a more traditional appearance, and the limitation of heights in order to protect views between watchtowers.
- 28.3.9 Embellishment of the coastal stretch - Part of the coastal area directly in front of the settlement has been embellished with the provision of a garden with seats, footpaths and vegetation. However, an area of the western gardens, which is currently, a concrete apron requires further landscaping but provision for public access must be maintained. Any further encroachment onto the coast will detract from the natural setting and is contrary to Structure Plan policies on coastal areas.
- 28.3.10 Provision of informal recreation - The area surrounding the Tower is presently an unsightly space which could be better utilised. The area could be used for informal recreational purposes. For example, the stepped area currently a disused shooting range could easily be rehabilitated as a stage for entertainment such as children's shows or the site used as a play area whilst the garden could be extended. Safety requirements will require the construction of a sensitively designed and located rubble-style stonewall in the vicinity of the cliff edge.
- 28.3.11 After use of tower (It-Torri ta' Xuta) - The Local Council are proposing to relocate the police station from its present location in the watch tower to a more appropriate site, and use the tower as a tourist attraction/facility. An exact use has not been determined but one possibility is a museum. The after use must be compatible with the character of the building and subject to conditions to protect its setting which is in need of urgent maintenance. The existing car park is inadequate during the tourism season and an increase in capacity is required. The possible provision of two level parking could increase capacity and facilitate the relocation of the Police Station.
- 28.3.12 Identification and Provision of a Footpath - The area is very popular with walkers as a result of the spectacular landscape, natural and cultural features. This should be encouraged by the provision of a footpath linking the features rather than having to use the main road. Therefore a footpath should be provided to the north of the policy area to link Wied iz-Zurrieq with Hagar Qim and other areas. In order to minimise disturbance the path could follow an existing track for much of the route.

## **APPENDICI G**

**PJANTA TAR-REGISTRAZZONI TAL-ARTIJIET**

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

## Cash Sale

22/06/2021

219643E

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](mailto:enquirieslandregistry@gov.mt)

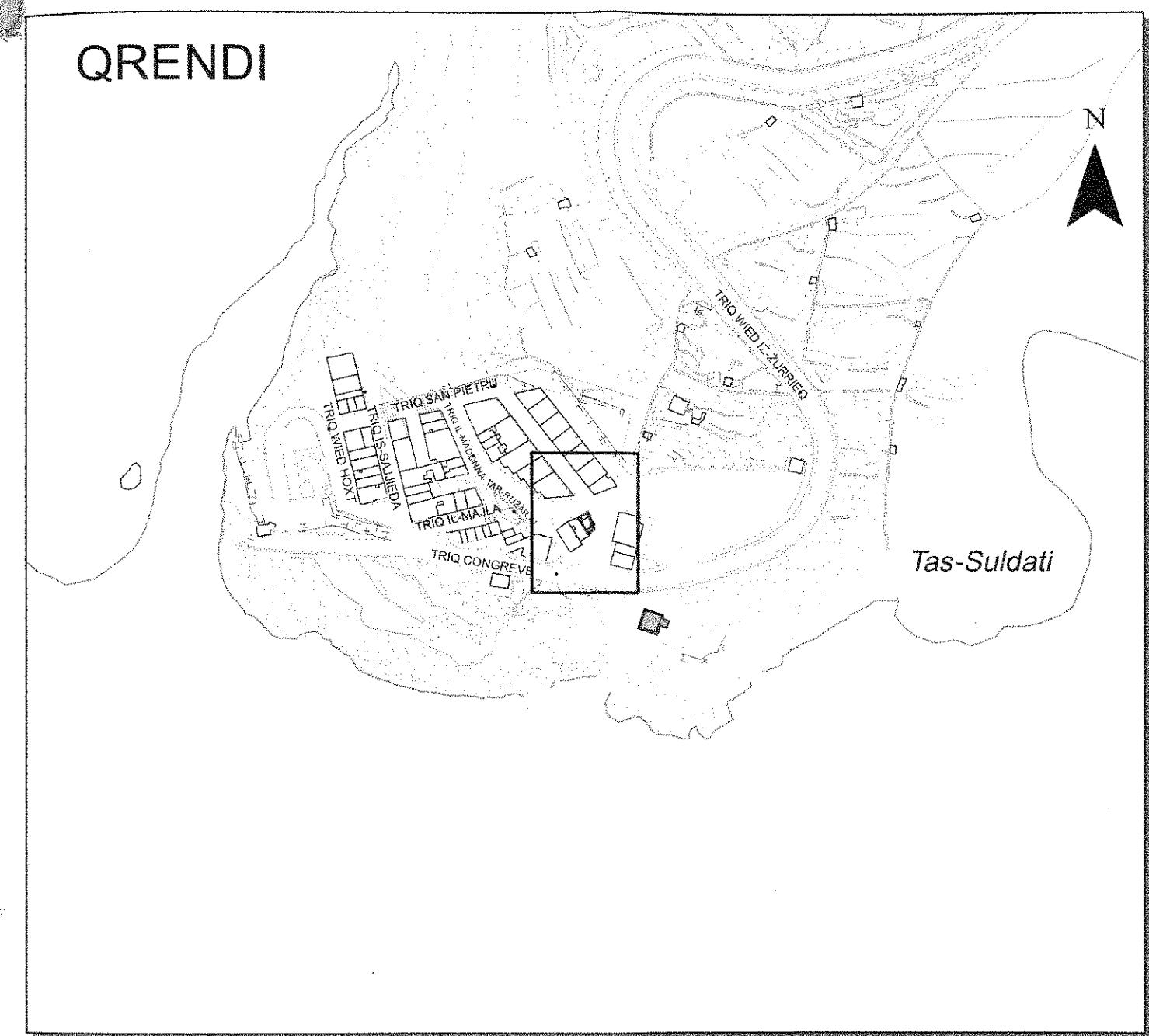
[www.landregistryplans.gov.mt](http://www.landregistryplans.gov.mt)



Scale 1:250

0 5 10 15 20 25m

## QRENDI



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: 219643 E  
Map Number:

Pożizzjoni Ċentrali: x = 50672  
Centre Coordinates: y = 64287

Parti min S.S.: 5064  
Extracted from S.S.:

Data: 22/06/2021  
Date:

Perit:

Architect:

Timbru tal-Perit:

Architect's Stamp

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

Qies (metri kwadri):

circa 34.85 M<sup>2</sup>

Area (square metres):

Firma ta' l-Applicant:

Applicant's Signature:

I R 216403

Dritt imħallas  
Fee Paid

## **APPENDICI H**

### **ITTRI REGISTRATI**

## FIL-QORTI ČIVILI, PRIM' AWLA

FL-ATTI TAS-SUBBASTA  
Rikors Nru 64/19

Bank of Valletta p.l.c. (C 2833)  
vs  
Ta' Bettina & Co (p 1209)

### Mandat ta' Qbid ta' Hwejjeg Immobli b'Subbasta ta' Ta' Bettina & Co

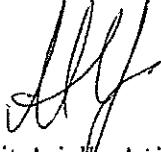
Il-Perit Arielle Aġius ser iżżomm aċċess fuq il-post ġewwa il-Qrendi, nhar il-ġimgħa, 27 ta' Diċembru 2019 fid-9:30 am.

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

Il-fond bl-isem "La Cucina di Bettina" Restaurant, bin-numru uffiċjali ħamsa (5), sottopost għal proprietà ta' terzi pero bis-sottosuol tiegħu, liema fond huwa fil-*ground floor level* ġewwa Triq Congreve, Qrendi già ġieli ndikat bħala fil-limiti ta' Żurrieq, liberu u frank, bid-drittijiet u l-pertinenzi kollha tiegħu, hieles minn kull dritt u bil-pussess battal garantit.

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

Grazzi u inselli għalikom



Perit Arielle Aġius

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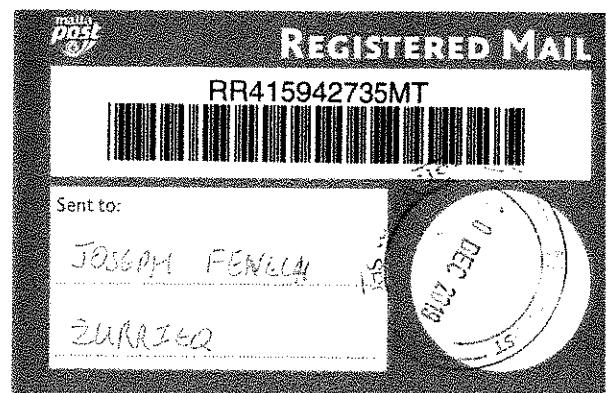
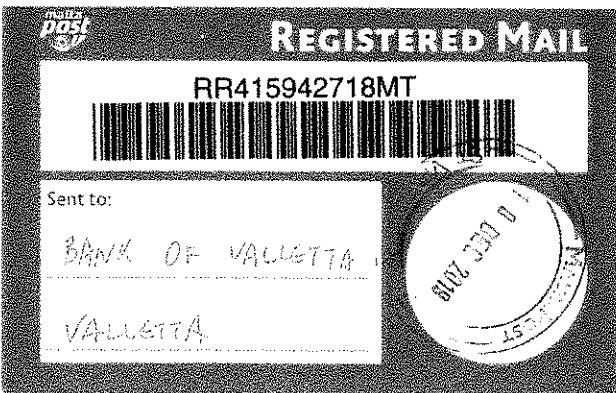
Lill-Kreditur: Bank of Valletta p.l.c. (C 2833)  
1/5, Misrah San Gorg, Valletta VLT 1190

Lill-Intimati: Ta' Bettina & Co.  
281, Blue Grotto Avenue,  
Żurrieq

Joseph Fenech,  
281, Blue Grotto Avenue,  
Żurrieq

Maryann Fenech Cesareo  
281, Blue Grotto Avenue,  
Żurrieq

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



C @ C  
STATIONERY

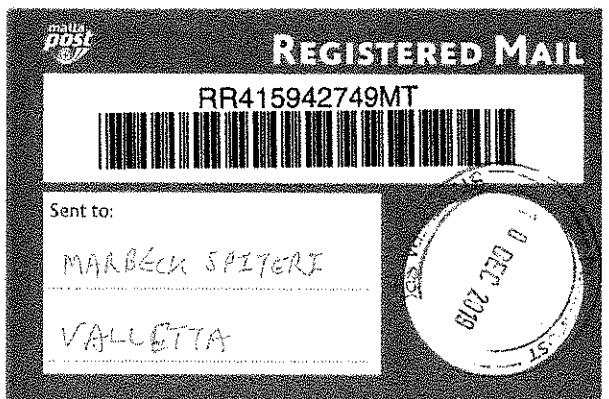
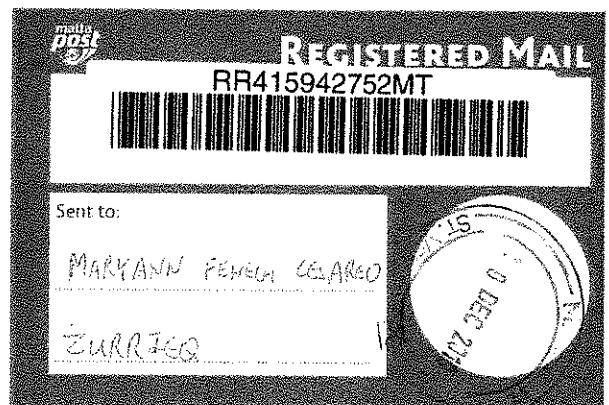
TREJOA TA' FLEUR DE LYS  
FLEUR DE LYS  
TEL: 2149 4421/7921 2109  
REG: MT2074-8810

5 X 2.28  
DEPART. 09 11.40 E  
SUBTOTAL 11.40  
**TOTAL** € 11.40  
CASH  
SUBTOTAL E 11.40

123564 ECR 001 OP. 1  
10-12-2019 20:04 FR. 173

V/V GJ 00100469

THANK YOU



**FIL-QORTI ĆIVILI, PRIM' AWLA**

**FL-ATTI TAS-SUBBASTA  
Rikors Nru 64/19**

**Bank of Valletta p.l.c. (C 2833)  
vs  
Ta' Bettina & Co (p 1209)**

**Mandat ta' Qbid ta' Hwejjeġ Immobili b' Subbasta ta' Ta' Bettina & Co**

Nixtieq ġentilment ninforma lill-qorti, u lill-partijiet konċernati, li se jsir accċess bl-ordni ta' żgass fil-proprjetà fejn tinsab fil-“La Cucina di Bettina” Restaurant, 5, Triq Congreve, Qrendi fil-limiti ta' Żurrieq. Dan se jsir nhar l-Erbgħa 29 ta' Jannar, 2020 fl-ġħaxra ta' filghodu. Wara li jsir l-acċess, jekk dan isir bi żgass, iċ-ċwievet se jiġu depozitati fil-Qorti mill-Marixxall.

Illum, 6 ta' Jannar 2020.

Grazzi u inselli għalikom

Perit Arielle Agius

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

Lill-Intimati: Ta' Bettina & Co.  
281, Blue Grotto Avenue,  
Żurrieq

Joseph Fenech,  
281, Blue Grotto Avenue,  
Żurrieq

Maryann Fenech Cesareo  
281, Blue Grotto Avenue,  
Żurrieq

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



LANDAU  
84 MANNARINO ROAD  
B'KARA . TEL 21440047  
\*\*\*\*\*  
REG NO 1788-3208  
OPERATOR 1 1  
5 x 2.30  
STAMPS 11.50 E  
  
SUBTOTAL 11.50 E  
TOTAL 11.50  
CASH 11.50  
ITEMS QTY: 1  
06-01-20 19:32:00 027670  
✓ 1 JD 00000034  
FISCAL RECEIPT  
THANK YOU



## **APPENDICI I**

### **DIGRIET GHALL-ORDNI TA AČCESS BI ŻGASS**

**FIL-QORTI ČIVILI, PRIM' AWLA**

**FL-ATTI TAS-SUBBASTA  
Rikors Nru 64/19**

**Bank of Valletta p.l.c. (C 2833)  
vs  
Ta' Bettina & Co (p 1209)**

**Mandat ta' Qbid ta' Hwejjeg Immobblī b' Subbasta ta' Ta' Bettina & Co**

Nixtieq gentilment ninforma lill-qorti, u lill-partijiet konċernati, wara li sar tentattiv ta ispezzjoni nhar is-27 ta' Dicembru 2019, hadd mill-intimati ma kien presenti biex jkollna access. B'hekk qed nitlob gentilment biex jsir aċċess bl-ordni ta' żgass fil-proprietà fejn tinsab fil-“La Cucina di Bettina” Restaurant, 5, Triq Congreve, Qrendi fil-limiti ta' Żurrieq. Wara li jsir l-aċċess, jekk dan isir bi żgass, iċ-ċwieviet se jiġu depożitati fil-Qorti mill-Marixxall.

**Illum, 8 ta' April 2021.**

Grazzi u inselli għalikom



Perit Arielle Agius

---

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

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

## **APPENDICI J**

### **KUNTRATTI TAL-KIRI**

### **Contract of Lease**

Of the first part Joseph Fenech holder of identity card number 0299465M together with his wife Marianne Fenech holder of identity card number 0332167M hereafter together and in solidum referred to as 'The Landlord/s or Lessor/s'.

And

Of the second part, Riccardo Neri holder of passport number 0109354A residing at May Fair Court Number Five (5), Wied il-Ghajn Street, Marsascala referred to as 'The Lessee'.

#### **A. Preamble:**

1. Whereas the Landlords are the owners of the shop 'La Cucina Di Bettina' which is situated at number five (50, Konkreve Street, Wied iz-Zurrieq (hereafter referred to as 'The Premises')
2. That the Lessee wishes to lease the mentioned premises by title of lease and the Landlord is willing to lease the mentioned property to the Lessee.
3. That the parties hereby agree that this agreement is the only agreement which governs the parties and nothing else;

#### **B. Terms and Conditions:**

The parties hereby agree and covenant as follows:

4. The landlord is granting to the Lessee by title of lease the premises above mentioned, in its present state. The Lessee is hereby accepting this property by title of lease with the following terms and conditions.
5. The Lessee is accepting the property in its present state acknowledging that the premises were granted to the Lessee in a good state of cleanliness and under the following terms and conditions.
6. It is hereby being agreed that everything found within the premises belongs to the lessors.
7. That this lease shall be for a term of three years, starting from the 1st of October 2018 that after the lapse of the three years it shall be renewed for a further three years with the consent of both parties.

It is hereby being agreed between the parties that the first year of this term is di fermo, both from the lessors' and the lessee's part in so far as both parties abide by the provisions of this agreement. The following two years shall be di rispetto.

The lessee shall have the right of first preference should he wishes to rent the place for a further three years after the lapse of the first rent.

8. That the lease shall be that of thirty-five Euro (€35) per day \_\_\_\_\_ of Value Added Tax (VAT), which rent shall be paid one (1) month in advance. The lessee is presently paying one month's rent with the signing of this contract for the month of \_\_\_\_\_ and the Landlord is hereby rendering receipt according to law;

9. That the premises may be used only for a \_\_\_\_\_ and nothing else.

10. The Lessee may change the name of the shop anytime provided he tenders due notice to the lessors well in advance of the intended change.

11. The Lessee agrees that if he or the lessor want to surrender the outlet to another party, they can do so after a year has passed and in these circumstances a premium of 50 percent of the money received should be rendered to the other party.

12. The fact that further people gain access to the premises, shall in no way be considered as a condition which in any way attributes or gives these individuals any rights whatsoever on the mentioned premises.

13. The parties further agree that the lessee may not change any or introduce new signage without the written consent of the lessors.

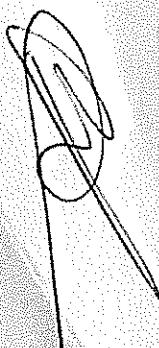
14. The lease of any telephone set, cable television, or other utility, including rents for meters of electricity or water and any relative bills for any utilities being used within the premises shall be borne by the lessee. Utility bills are to be paid by the lessee within one week of receipt. For the avoidance of any doubt, the parties are declaring that the meters which supply the premises with electricity or water as at \_\_\_\_\_ read as follows:

Meter Number

Meter Reading

Electricity

Water



15. The Lessee is prohibited from subleasing the Premises or any of the rights acquired by means of this Contract to third parties, or any part of it or in its entirety, or to release, concede, substitute any of their rights in favour of any one, or any other third party.
16. The parties are hereby agreeing that any damage which could result in the mentioned premises whilst the Lessee is occupying the mentioned premises, including any ordinary maintenance which may be required within the premises, including but not limited to any paint works, damage to movables within the premises or other repairs which may be required for the enjoyment of the property shall be borne exclusively by the Lessee. Extraordinary repairs shall be at the charge of the Landlord according to law.
17. The parties refer to the deposit of five hundred Euro (€500) which has already been deposited by the Lessee with the Landlord, and the Lessee is authorizing the Landlord to deduct any arrears on any utility bills as well as to deduct any expenses which may have accrued in terms of damages which the premises may have sustained and that any remaining balance after these deductions are made shall be returned to the Lessee at the end of this lease. Should there be no arrears or expenses that accrue, the deposit shall be returned in its entirety to the Lessee by the Landlord.
18. The Lessee declares that the premises was given to him/her in a good state of repair and that he/she shall keep this property in a good state of maintenance and repair.
19. The Lessee binds himself to return the Premises to the Landlord in a good state of repair and maintenance and to refund the Landlord for any damages which the Premises may have sustained during the Term in which it was occupied by the Lessee.
20. In the event that the lessee would like to vacate the premises, the lessee is to tender due notice within one (1) week and cannot vacate before one (1) month from such notice.
21. If the Lessee in any way does not abide by the conditions within this Contract, or breaks any condition within this contract or does anything to jeopardise the Premises or the owner's interest in the mentioned premises, including but not limited to the failure to pay the rent due and as agreed in this contract, and fails to reform his position within seven (7) days of notice in writing from the Landlord to the Lessee, then this lease shall be terminated *ipso jure* and *ipso facto* and the Lessee is bound to return the premises immediately, without any further defences or claims, and without prejudice to any further rights which the Landlord may have against the Lessee, according to law.
22. That the Landlord has the right to regain possession of the mentioned premises and to gain access in whatever way is necessary, including the breaking of the locks and to change the lock at the termination of this lease, and to seek the assistance of the police to break the lock and regain access and possession of

the premises at the termination of the lease, and the Lessee is hereby granting his/her consent for this and acknowledging that he/she understands the contents and implications of this article.

23. That furthermore the Lessee is renouncing to his/her right to institute any action for spoliation or any other criminal procedures in the event that the Landlord has to resort to the assistance of the Police and other persons to regain access within the mentioned premises and is also binding himself not to give evidence in any proceedings whatsoever which may be instituted ex officio against the Lessee and not to file any police reports or complaints against the Landlord on this matter, and not to file any civil action or other litigation whatsoever.
24. At the end of this lease, the Lessee is binding himself to return to the Landlord the premises and to renounce to all actions possible for compensation of any improvements which he/she might have installed within the premises. The Lessee still has the right to remove those movables which he/she has introduced to the premises provided no damage shall be made to the premises in any way.
25. If at the termination of the premises the Lessee does not leave the property in a good state of cleanliness, then the Landlord is authorized to keep €100 from the mentioned deposit above.
26. The Lessee is hereby declaring that s/he has no claims whatsoever against the Landlord.
27. The parties further agree that should the Lessee be charged with any criminal offences, this lease shall be terminated *ipso jure* and *ipso facto*.
28. The parties agree that the Articles relevant to this Contract of Lease as stipulated in the Civil Code (Chapter 16 of the Laws of Malta) shall regulate this agreement.
29. The parties acknowledge that this is the only agreement existing between them and which regulates their relationship.

**Signatures:**



The Landlord

Y-R.

The Lessees

J. Farrugia

Dr. Josephine Farrugia  
Mifsud  
As a Witness

Metsastok 20-02  
2021

Il contratto di affitto del locale  
La cucina di Beppino by Bologna  
è esteso per altri 7 anni a partire  
da ottobre 2021.

I primi Tre anni saranno con  
lo stesso prezzo di affitto, gli altri  
Li saranno discisi in base al  
prezzo delle vita.

L'affitto non si moneta di paga  
i lavori della costruzione estenuanti

CNR

Foto

## **APPENDICI K**

### **KUNTRATT TA' AKWIŻIZZJONI**

Dou JU

500

380

No.

Illum, disbla u qiegħiha ta'

Offerba disbla u disbla

(29/10/2009) —

Self u Beigh

Quddiemi, Nutar Dottor Malcolm Mangion,  
qiegħdin jidhru personalment:

Ins: 17264/2009  
(5/11/2009)

Mill-ewwel parti:

*Joseph John Camilleri, Bank Manager,*  
*bin John, imwied Burmala u*  
*residente Birkirkara, karta tal-*  
*identita numru 458853 (M), —*  
*li qiegħed jidher fuq dan il-kuntratt għan-nom u fl-interess*  
*tal-“Bank of Valletta p.l.c.”, kif debitament awtorizzat,*  
*hawn aktar ‘il-quddiem imsejjah “il-Bank”.*

I. 16528/2009  
(Garanzija)

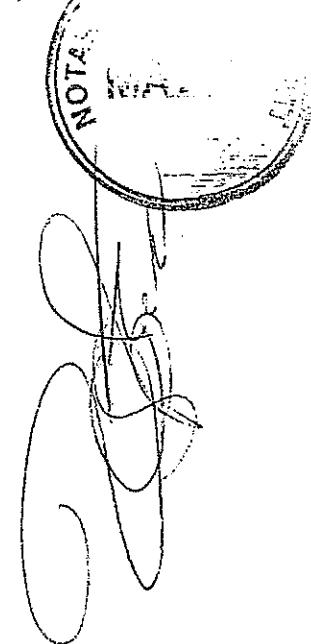
I. 16528/2009  
(Self)

Mit-tieni parti:

*Albert Zammit, Company Director, bin*  
*Carmelo u Concetta nee Powley, imwied il-Floriana, karta*  
*ta’ identita numru 586359(M), u martu Nathalie Zammit,*  
*bint Carmelo Attard u Lina nee Curni, imwielda l-Imtarfa,*  
*limiti tar-Rabat, Malta, karta ta’ identita numru 59561(M),*  
*u joqghod (“Hot Springs”, Triq Fomm l-Għalliex,*  
*Madliena), il-quddiem magħrufa bhala l-vendituri.*

Mit-tielet parti:

*Joseph Fenech, impjegat, bin John u Doris nee*  
*Falzon, imwied iz-Zurrieq, karta ta’ identita numru*  
*294465(M), u martu Maryann Fenech Cesareo, bint Arthur*  
*Cesareo u Antonia nee Parnis, imwielda l-Pieta, karta ta’*  
*identita numru 332167(M), u joqghodu z-Zurrieq (281, Vjal*  
*il-Blue Grotto), li qiegħdin jidhru fuq dan-l-att għan-nom u*



in rappresentanza tal-partnership en nom collectif "Ta' Bettina & Co.", numru ta' registratori P - 1209, debitament awtorizzati, il-quddiem maghrufa bhala l-klijent w/jew il-kumpratur.

Mir-raba' parti:

L-insemmi Joseph Fenech, impjegat, bin John u Doris nee Falzon, imwieleq iz-Zurrieq, karta ta' identita numru 299465(M), u martu Maryann Fenech Cesareo, bint Arthur Cesareo u Antonia nee Pamis, imwielda l-Pieta, karta ta' identita numru 332167(M), u joqghodu z-Zurrieq (281, Vjal il-Blue Grotto), il-quddiem flimkien u in solidum maghrufa bhala l-garanti.

Minni Nutar identifikati permezz tad-dokumenti ufficjali hawn fuq imsemmija.

Bis-sahha ta' dan il-kuntratt, il-Bank qiegħed jagħti b'titlu ta' self lill-klijent, li jaccetta is-somma ta' sebghin elf Euro (€70,000), u liema somma, il-Bank kif iddelegat mill-istess klijent, għandu jħallas:

(i) is-somma ta' tnejn u erbghin elf Euro (€42,000) direttament lill-vendituri fit-tieni parti ta' dan l-att, u dan għas-saldu tal-prezz tal-istess propjeta mixtri ja mill-klijent fit-tieni parti ta' dan l-att, u liema propjeta tinsab gewwa l-Qrendi ; u

(ii) ir-rimanenti tmienja u ghoxrin elf Euro (€28,000), il-Bank kif iddelegat mill-istess klijent għandu jħallas direttament lill-kuntatturi u forniture ta' materjal li għandu jigu utilizzat fil-kostruzzjoni u l-finishing tal-istess propjeta u dan ai termini ta' Sezzjoni elfejn u ghaxra (S. 2010) tal-Kodici Civili ta' Malta.

In garanzija tal-osservanza tal-kondizzjonijiet ta' dan il-kuntratt u partikolariment ghall-hlas lura tal-istess self, u tal-pagament tal-imghax fuq l-istess u tal-hlasijiet relattivi, il-klijent qiegħed jagħti favur il-Bank li jaccetta :

(i) ipoteka generali fuq il-beni tieghu kollha in generali kemin prezenti u keimm futuri, u

(ii) ipoteka specjali fuq il-propjeta mixtrija mill-istess klijent fit-tieni parti ta' dan l-att, u dan oltre l-privilegg specjali spettanti lill-Bank skond il-ligi.

U ukoll in forza ta' dan il-kuntratt u sabiex jiggarrantixxu l-osservazzjoni sewwa tal-kondizzjoniet ta' dana l-att, u partikolarment tal-pagament ta' kull somom ta' flus li huma jew li minn issa 'il quddiem jistghu jkunu dovuti lill-Bank, b'mod ta' kapital u imghaxjet kif ukoll spejjez ancillari, il-garanti qegħdin jikkonstitwixxu ruhhom garanti solidali mal-klijent a favur il-Bank, li jaccetta w in sostenn ta' din il-garanzija solidali, il-garanti qed jikkonstitwixxu favur il-Bank, li jaccetta, ipoteka generali in solidum mal-klijent fuq il-gid tagħhom kollu in generali, prezenti u futuri.

Din is-sigurta' hija oltre kwaliasi sigurta' ohra li tista tigi miftiehma bejn il-Bank, il-klijent u l-garanti minn zmien għal zmien.

Il-Bank, il-klijent u l-garanti jaqblu illi s-self u s-sigurta' ghall-istess self jigi regolat permezz ta' dawk il-kundizzjonijiet, inkluzi dawk dwar il-hlas lura tal-istess self u tal-imghax li jiddekorri fuqu, li ga' gew jew li jigu minn zmien għal zmien notifikati bil-miktub mill-Bank, u accettati mill-klijent, fuq perijodu kif miftiehem bejn il-Bank u l-klijent jew kwalunkwe estensjoni tal-perjodu, b'dana illi s-segwenti jkunu l-kondizzjonijiet prevalent:

Il-partijiet qegħdin jaqblu li l-interessi fuq is-self għandhom jiddekorru bir-rata kif stipulata fis-sanction letter. L-interessi imsemmi jin għandhom jigu kalkolati fuq il-bilanc tas-self li jkun għadu ma thallasx minn zmien għal zmien, skond il-prattika bankarja rikonoxxuta.

Kwalunkwe aggustament fil-hlas lura tas-self, minhabba kwalunkwe varjazzjoni fir-rata tal-interessi jista' jigi accettat mill-Bank fid-diskrezzjoni tieghu permezz ta':

1) aggustament fl-aminont tal-pagamenti regolari matul il-perjodu li ghalih ikun sar is-self; jew

2) aggustament fin-numru ta' pagamenti regolari matul il-perjodu li ghalih ikun sar is-self; jew

3) aggustament fl-ammont l-ahhar pagament.

Jekk ma jsir l-ebda aggustament simili, il-pagamenti jkomplu sakemm is-self, flimkien mal-interessi, jithallas lura minkejja li dan jista' jbiddel il-perjodu li kien gie previst originarjament.

Sakemm ma jkunx hemm ftehim xort' ohra, is-self irid jithallas lura fi zmien ta' ghoxrin (20) sena jew kwalunkwe estensjoni tal-perjodu.

Il-Bank, il-klijent u l-garanti jifthemu illi fkaz illi ssehh xi wahda mill-kundizzjonijiet innizzla allura, u fi kwalunkwe hin wara, il-Bank jista', b'avviz lill-klijent u/jew il-garanti, jiddikjara li s-self huwa dovut u pagabbi minnufih, u f'dan il-kaz is-self isir dovut u pagabbi flimkien ma l-imghax dovut u kwalunkwe ammont iehor pagabbi skond dan il-kuntratt.

Fil-kaz li l-klijent ma jaghmlx il-pagamenti kif miftiehem jew jekk ikun hemm xi nuqqas min-naha tal-klijent, il-Bank jista', b'avviz bil-miktub lill-klijent u/jew il-garanti, jiddebita xi kont jew kontijiet li l-klijent u/jew il-garanti għandu mal-Bank, b'xi uhud mill-pagamenti jew bil-pagamenti kollha, ingħax u spejjez.

Barra minnhekk, u mingħajr pregudizzju għad-drittijiet tal-Bank imsemmija fil-paragrafu ta' qabel, jekk il-klijent ma jagħmlux il-pagament kif miftiehem, jekk ikun hemm xi nuqqas min-naha tal-klijent u/jew il-garanti, jew jekk il-klijent u/jew il-garanti b'xi mod iehor ma jonorax jew jikser il-kondizzjonijiet ta' l-ittra sanzjonarja jew/u tal-kuntratt tas-self, il-Bank jiġi serva d-dritt li jzid ir-rata ta' l-

imghax fuq l-ammont totali tas-self b'massimu ta' tlieta fil-mija (3%) fis-sena minghajr ma jaghti avvizz iehor.

Il-klijent jista' f'kull hin ihallas is-self kollu u l-imghax dovut sad-data tal-hlas. Fil-kaz li l-klijent jitlob li jaghmlu dan, il-Bank jikkalkula l-ammont ezatt li hu dovut mill-klijent fid-data tat-talba. Skond meta jsir il-hlas qabel iz-zmien stabbilit, l-ammont ezatt li l-klijent għandu ihallas jista' jkun inqas mill-ammont totali li jkun pagabbli lill-Bank kieku l-klijent ma jhallsx qabel iz-zmien stabbilit fil-ftehim.

It-termini u l-kundizzjonijiet li jirregolaw is-self (inkluzi r-rata ta' l-imghax, hlasijiet u drittijiet) jistgħu jigu imposti jew mibdula mill-Bank minn zmien għal zmien:

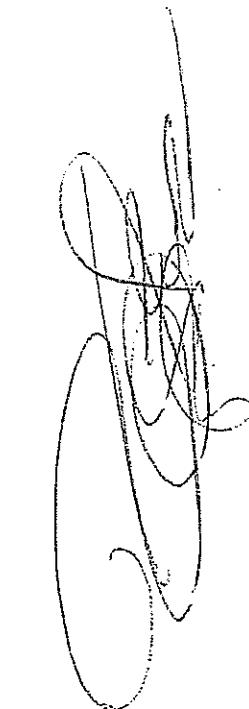
a) jekk jinbidlu l-kundizzjonijiet tas-suq jew tinbidel l-prattiċka bankarja;

b) jekk jinbidlu l-ispejjez jew ikun hemm tmaqqis fil-profitti tal-Bank, inkluzi spejjez jew tmaqqis fil-profitti bhala rizultat ta' l-osservanza min-naha tal-Bank ta' kundizzjonijiet dwar adegwatezza kapitali jew ir-riservi minimi jew kull htiega jew kundizzjoni ohra imposta minn xi bank centrali jew minn xi awtorita' fiskali jew monetarja jew minn xi awtorita' ohra;

c) jekk il-klijent u/jew il-garanti jiksru dan il-ftehim jew jekk ikun hemm nuqqas iehor min-naha tal-klijent u/jew il-garanti;

d) jekk tinbidel il-ligi u/jew ikun hemm decizjoni jew rakkmandazzjoni ta' xi qorti, regolatur jew entità siġġili;

e) jekk jigu ntnodotti prodotti, sistemi, metodi ta' operazzjoni, teknologija, channels għal twassil alternativ, servizzi jew facilitajiet, godda jew imtejba;



f) jekk il-Bank jinghaqad ma' bank iehor jew jekk jakkwista n-negozju ta' bank jew organizzazzjoni ohra li toffri servizzi simili;

g) jekk jokkorri xi kaz iehor jew xi cirkostanza ohra li għandhom mnejn ragjonevolment taffetwa il-kapacita tal-klijent u/jew il-garanti li jesegwixx l-obbligi tagħhom taht dan il-kuntratt.

Qabel ma jagħmel xi tibdil, il-Bank jagħti lill-klijent u/jew il-garanti avviz ragonevoli.

Il-Bank, il-klijent u l-granti jiftehma illi jekk jokkorri xi haga jew eventwalita' imsemmija fi document 'E' hawn anness, allura, u fi kwalunkwe hin wara, il-Bank jista b'avviz lill-klijent u/jew il-garanti, jiddikjara illi s-self huwa dovut u pagabbli minnufih, u f'dan il-kaz is-self isir dovut u pagabbli flimkien ma' l-imghax dovut u kwalunkwe ammont iehor pagabbli skond dan il-kuntratt.

Inoltre, il-klijent, il-garanti u l-Bank jaqblu illi:

(1) L-ispejjez u d-drittijiet kollha in konnessjoni ma' dan il-kuntratt, inkluz, izda mhux limitat, id-drittijiet legali u spejjez amministrattivi kollha, spejjez magħmula minn zmien għal zmien, sabiex jigu aggornati r-ricerki tat-trasferimenti u tad-debiti tal-istess klijent u l-garanti, kif ukoll sabiex tigi mantenuta fi stat tajjeb is-sigurta' kollha tal-Bank għas-soddisfazzjon ta' l-istess Bank, taxxa fuq dokumenti u trasferimenti u taxxi simili, kif ukoll spejjez tar-registrazzjoni u drittijiet ohra dovuti lin-Nutar sottosfirmat għandhom jithallsu mill-klijent u/jew il-garanti li, barra minn hekk, jiddelegaw lill-Bank sabiex ihallas it-tali spejjez u drittijiet u jawtorizzaw lill-Bank sabiex jiddebita l-kont jew kontijiet tal-klijent u/jew tal-garanti bit-tali drittijiet u spejjez u l-Bank mhux obbligat jivverifika jekk kwalunkwe talba min-Nutar sottosfirmat f'dan irrigward hix gustifikata.

(2) Il-klijent u l-granti jawtorizzaw lill-Bank sabiex jirritjeni fil-pussess tieghu r-ricerki tat-trasferimenti

u tad-debiti ta' l-istess klijent u l-granti sakemm is-self jithallas lura ghas-saldu ta' l-istess bank.

(3) Izjed minn hekk, il-klijent u l-granti jobbligaw ruhhom li fuq talba tal-Bank jaghmlu polza ta' assigurazzjoni fuq il-propjeta taghhom kontra kull riskju normali ma' kumpanija ta' assigurazzjoni ta' reputazzjoni tajba u li l-interessi tal-Bank, jigu indikati fuq il-polza ta' assigurazzjoni relativa. Barra minn hekk, il-klijent u l-garanti jawtorizzaw lill-Bank sabiex jagħmel kull polza ta' assigurazzjoni f'dan ir-rigward fuq il-propjeta taghhom, kif jidhirlu l-Bank li hemm bzonn, u dan a spejjez ta' l-istess klijenti.

(4) Il-klijent u l-garanti jobbligaw ruhhom li jaġtu a favur tal-Bank, kull dettal u informazzjoni mehtiega, rilevanti ghall-posizzjoni finanzjarja taghhom, kif mitluba mill-Bank, minn zmien għal zmien, u li jaġtu lill-Bank kull opportunita li jivverifika l-istess.

(5) Il-klijent u l-garanti jobbligaw ruhhom a favur tal-Bank, li jaccetta:-

a) illi ma jaġhtux izjed garanziji ipotekarji fuq il-propjeta hawn taht deskritta, anke jekk dawn il-garanziji ipotekarji ikunu wara dawk registrati a favur tal-Bank, mingħajr il-kunsens antecedenti u bil-miktub tal-Bank; u

b) illi ma jikrux, ma jissullokawx, ma jitilqux u ma jħallux terzi persuni jużaw l-istess propjeta taht l-ebda titolu, u dan mingħajr il-kunsens antecedenti u bil-miktub tal-Bank.

(6) Minn ricerki ufficjali li saru fir-Registru ta' l-Artijiet (Formola E), jirrizulta illi l-propjeta ipotekata bis-sahha ta' dan il-kuntratt qiegħda f'area ta' registratori u tinsab irregistrata bic-certifikat ta' titolu li għandu n-numru erbgha disgha zero zero zero zero wieħed erbgha (49000014).

Il-klijent u l-garanti jawtorizzaw lill-Bank sabiex jagħmel jew isegwi kwalsiasi applikazzjoni li tkun tinhieg li ssir mar-Registratur tal-Artijiet, inkluza r-registrazzjoni tal-ipoteka kostitwita fuq l-istess propjeta', f'kaz illi l-Bank jirritjeni opportun jew mehtieg illi jagħmel dan, u dan a spejjez tal-klijent u/jew tal-garanti.

(7) Il-partijiet jaqblu u jiftiehmu illi l-obbligi, d-drittijiet u l-kundizzjonijiet kollha tas-self u l-kuntratt relativi għandhom jigu regolati u interpretati esklussivament skond il-ligijiet tar-Repubblika ta' Malta u li l-Qrati Maltin għandhom gurisdizzjoni esklussiva firrigward ta' dan is-self u l-kuntratt relattiv.

(8) Il-klijent u l-garanti jaqblu li l-Bank ottjena parir legali dwar it-titolu tal-propjeta li qed tigi ipotekata favur il-Bank fuq dan l-istess kuntratt, u dan sabiex jiregola ruhu dwar ir-riskju fuq il-self mogħti lill-klijent. Il-klijent u l-garanti jiddikjara illi huma mhux qed jistiebu fuq id-deċizjoni tal-Bank li jissoministra s-self bhala prova li t-titolu tal-propjeta huwa wieħed tajjeb.

(9) Il-klijenti jobbligaw ruhhom li jinfurmaw lill-Bank meta l-imsemmija xogħliljet ikunu lesti, u inoltre jawtorizzaw lill-Bank sabiex jidher fuq l-att relattiv ta' konservazzjoni ta' privilegg a spejjez tagħhom.

In forza tat-tieni dan l-att, il-vendituri qegħdin ibieghu, jassenjaw u jitrasferixxu a favur il-kumpraturi, li bl-iestt titolu qegħdin jaccettaw, jixtru u jakkwistaw il-fond, ossia l-hanut, sottopost għal propjeta ta' terzi, pero bis-sottosuol tieghu, magħruf bl-isem ta' "Jeanmark Jewellery", già magħruf bhala "Jeanmark", bin-numru ufficjali hamsa (5), u liema hanut qiegħed fil-ground floor level, fi Triq Congreve, gewwa l-Qrendi, già gieli ndikat bhala fil-limiti taz-Zurrieq, liberu u franka, bid-drittijiet u l-pertinenzi tieghu kollha, hieles minn kull drittijiet u l-pertinenzi tieghu kollha, u bil-pusseß battal garantit.

Dan il-bejgh qed isir u jigi accettat versu s-segwenti pattijiet u kundizzjonijiet:



1) Versu l-prezz bonarjament konvenut ta' disgha u sittin elf tmien mijas u wiehed u tamenin Euro (€69,881). li minuhom il-kumpraturi gia hallsu bhala depozitu akkont is-somma ta' tmient elef disa' mijas u tmienja u tamenin Euro (€8,988) bhala depozitu akkont, metnri l-bilanc ta' sittin elf tmien mijas u tlieta u disghin Euro (€60,893) qiegħed jithallas prezentament mill-kumpraturi lill-vendituri, li jaccettaw, u jhalla d-debita ricevuta ghall-prezz infier.

2) Dan il-bejgħ hu soggetti <sup>(2)</sup> għal kondizzjoni  
nzolista seguenti:

a. Illi l-propjeta in vendita qegħda tigi trasferita fl-istat li tinsab fih illum, ciee *tale quale*.

b. Li l-propjeta ma tinstabx rekwiżizzjonata mil-Gvern ta' Malta u ma hemmx intenżjoni ta' rekwiżizzjoni eo proprijetarju.

c. Li ma hemmx Ipoteki/Privileggi jew Charges a favur terzi kredituri fuq l-imsemmija propjeta.

3) Il-vendituri jiggħarantixxu s-segwenti:

a. il-pacifiku pussess u reali godiment tal-Propjeta immobili hawn trasferita u dan permezz ta' Ipoteka Generali fuq l-assi tal-vendituri kollha prezenti u futuri a favur il-kumpraturi accettanti.

b. Li l-propjeta <sup>(3)</sup> hi soggetta għal titolu tajeb rizultanti mir-riceki.

c. Illi kull spiza għas-serivvizi kollha illi hemm fil-fond in vendita, inkluz pero mhux limitat għall-kontijiet tad-dawl u il-halli, huma a karigu tal-vendituri fa illus.

4) Rigward appoggi, l-kumpraturi la jhallsu u l-anqas jithallsu.



5) Spejjez tal-att jithallsu skond il-ligi u senserija m' hiex dovuta.

Għall-fini tal-Att numru sbatax (XVII), tas-sena elf disa' mijja u tlieta u disghin (1993), dwar il-hlas tat-Taxxa fuq Dokumenti, qed jigi dikjarat, illi l-propjeta in vendita giet akkwistata mill-vendituri mingħand Mario Xuereb u dan in forza ta' kuntratt fl-atti tan-Nutar Dottor Tonio Spiteri tat-tnejha (12) ta' Marzu, tas-sena elf disa' mijja wieħed u disghin (1991), minn fejn tirrizulta provenjenza ulterjuri.

Għall-fini tal-boll 'ad valorem', qed jigi dikjarat, li l-boll relativi jammonta għal tliet elef erba' mijja u hamsa u disghin Euro (€3,495), minn liema somma, il-kumpraturi già hall-su bhala boll provizorju is-somma ta' sitt mijja u tmienja u disghin Euro u tmenin Euro cent (€698.80) u dankif jidher mill-irċevuta hawn annessa u markata bhala Dokument "X", mentriż-bilanc ta' boll dovut fuq dan l-att jammonta għal elfejn seba' mijja u sitta u disghin Euro u ghoxrin euro cent (€2,796.20)

Għall-fini tal-'Capital Gains Tax', qiegħed jigi ddikjarat, illi l-venditur nomine qiegħed iħallas is-somma ta' tmient elef tliet mijja u hamsa u tmenin Euro u tnejn u sebghin Euro cent (€8,385.72) bhala *Final Withholding Tax* bir-rata ta' tnejha fil-mija (12%).

Il-kumpraturi jiddikjaraw, illi huwa jikkwalifikaw li jakkwistaw il-propjeta li qiegħda tigi trasferita aktar il-fuq, mingħajr il-bzonn ta' permess ta' l-akkwist ta' propjeta immobbi minn persuni mhux residenti, u li huma jiddikjarw illi huma residenti cittadini ta' l-Unjoni Ewropeja, u li ghexu f' Malta għal perjodu kontinwu matul hajjithom ta' hames snin. Din id-dikjarazzjoni qiegħda issir, wara li jiena, n-Nutar sottosigħ, spiegajtihom l-importanza tagħha skond il-ligi.

Għall fini ta' l-att dwar taxxa fuq il-Qlegh, artikolu hamsa ittra A (5A), qed jigi ddikjarat mill-partijet li

huwa iddkajaraw lin-Nutar sottoskritt il-fatti kollha li jiddeterminaw it-taxxa gusta li trid tithallas minn-hom, oltre il-partijiet jiddikjaraw li l-valur moghti minn-hom juri-spekja b'mod ragjonevoli il-valur rejali fis-suq tal-propjeta mibjugha.

Din id-dikjarazjoni qed issir wara li iccerzjorathom mill-obbligu tagħhom dwar dan.

Dan l-att gie magħmul, moqri u ippubblikat wara li gie minni Nutar imfisser skond il-ligi lill-partijiet, f'Malta, il-Belt Valletta, Misrah San Gorg, numru wiebed zbarra hamsa (1/5) fl-Uffici tal-Bank.

① Erba' dokumenti illi kien a sebsti b "la' lati" -

② Erba' dokumenti illi kien a sebsti b "qed issir"

③ bis-seganti patti jaqt:

④ Tlekk dokumenti illi kien a sebsti b "Charles Lello"

tajjeb

Mfennech Cesare

Carlo Lello

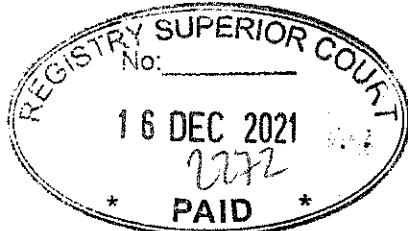
John Ciantar



NUTAR PUBBLIKU  
MALTA

15 ta' Dicembru 2021

FL-ATTI TAS-SUBBASTA



RIK.NRU: 64/19

**Bank of Valletta p.l.c.**  
vs  
**Ta' Bettina & Co**

## Re: Nota Ta' Kjarifika

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

Tneħħew il-kliem “*nominat sabiex jirraprezentaw l-eredita ġġacenti ta' Carmelo sive Zammit*” minn paragrafu numru tnejn (2).

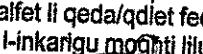
Tneħħew il-kliem “*kif kien ga indikat*” minn paragrafu numru tlieta (3).

Tneħħew il-kliem “*kieles minn kull dritt u bil-pusseß battal garantit*” minn paragrafu numru tlieta (3).

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

卷之三

10.000  
Parakantata mill. AICA Agios  
20.000

<p>Illum <u>10 (a) Dicembru 2003</u>            Fiehor il-Poerit Legali / Tekniku:  <u>Ferdi Ricelle Sins K18</u></p> <p>Li wara li ddikjara li thallas l-ammont lillu            dovut halfej/halfet li qedha/qdlet fedellement            u onestament l-inkarigu mogħni lillu/ha.</p> <p></p> <p>Deduta Registratur</p>	<p><b>Marvic Farrugia</b>  <b>Deputy Registrar</b></p>
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