

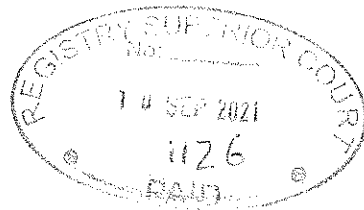
Fil-Prim' Aula tal-Docti Civili

71

Subbasta Nru 13/21

Falliment ta' Jonathan Pace

Rapport ta' Rejt Simone Vella Henicker



**Valutazzjoni ta' Proprjeta' Immobbli**  
Rif: C00869.00\_G02

**Appartamenti 1 - 4**  
**"Waveline"**  
**Triq il-Knisja**  
**Xgħajra**  
**Żabbar**  
**MALTA**

**9 ta' Settembru 2021**





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9 ta' Settembru 2021

Rif: C00869.00-G02

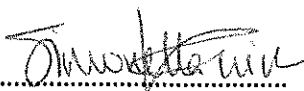
**Fond: Appartamenti 1 - 4, "Waveline", Triq il-Knisja, Xgħajra, Żabbar, Malta**

Is-sottoskritta giet maħtura bħala espert fl-atti tal-Mandat ta' Qbid ta' Hwejjeg Immobbli Nru 13/2021 (*Falliment ta' Jonathan Pace*) sabiex tnejji deskrizzjoni tal-appartamenti 1, 2, 3 u 4 li jiffurmaw parti mill-blokka magħrufa bħala "Waveline" u li tinsab fi Triq il-Knisja, Xgħajra, Żabbar, Malta, u sabiex tfisser il-pizijiet, kirjiet u jeddijiet oħra, sew reali kemm personali, jekk ikun hemm, li għalihom dawn l-appartamenti huma suġġetti, kif ukoll l-aħħar trasferiment tagħhom, skond l-informazzjoni miġbura kif deskritt fir-rapport anness. Hu mifhum ukoll li s-sottoskritta giet maħtura sabiex tagħti stima tal-valur fis-suq tal-proprjeta' in kwistjoni.

Is-sottoskritta waslet għall-valur hawn taħt imsemmi abbażi tal-fatti u l-kunsiderazzjonijiet kollha msemmija fir-rapport anness.

Fuq il-bażi ta' dawn il-fatti u kunsiderazzjonijiet, kif ukoll tenut kont tas-sitwazzjoni kurrenti tas-suq tal-proprjeta', l-istima tal-valur tal-fond imsemmi huwa ta' **€600,000** (*sitt mitt elf Ewro*), mqassam kif ġej:

- **Appartament numru 1:** €170,000
- **Appartament numru 2:** €170,000
- **Appartament numru 3:** €170,000
- **Appartament numru 4:** €140,000



**Perit Simone Vella Lenicker**

**Anness: Rapport ta' Valutazzjoni**

6 ta' Settembru 2021

Rif: C00869.00-G02

## Rapport ta' Valutazzjoni

1. **Klijent** Prim' Awla tal-Qorti Ċivili, Malta
  
2. **Indirizz tal-fond** Appartamenti 1 - 4, "Waveline", Triq il-Knisja, Xgħajra, Żabbar, Malta
  
3. **Sid** Skond l-informazzjoni ipprovduta (ara l-kuntratt fl-Anness 5), l-aħħar trasferiment tal-appartament numru wieħed (1) sar fil-11 ta' Ġunju 2009 fl-atti tan-Nutar Dottor Reuben Debono, fejn il-kumpratur huwa indikat bħala Jonathan Pace (ID 277083M). Skond l-informazzjoni ipprovduta (ara l-kuntratt fl-Anness 5), l-aħħar trasferiment tal-appartamenti numru tnejn, tlieta u erbgħa (2, 3 u 4) sar fil-21 ta' Marzu 2011 fl-atti tan-Nutar Dottor Reuben Debono, fejn il-kumpraturi huma indikati bħala Jonathan Pace (ID 277083M) u martu Melanie Pace (ID 650082M).
  
4. **Baži tal-Valutazzjoni** Dan ir-rapport iwassal għal stima tal-valur fis-suq (*Market Value*) tal-fond, kif definit fid-Direttiva tal-Kunsill Ewropew 2006/48/EC, u cioè' *"the estimated amount for which the property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion."*  
  
Mingħajr preġudizzju għall-fuq imsemmi, il-valur indikat f'dan ir-rapport huwa l-aħjar prezz in fondi likwidi li huwa raġonevolment mistenni li jinkiseb minn bejgħ tal-proprjeta' mingħajr kundizzjonijiet, fid-data ta' din il-valutazzjoni, u a baži ta' dawn il-premessi:
  - a. il-bejgħ tal-fond ma kienx sfurzat;
  - b. qabel id-data tal-valutazzjoni kien hemm perjodu raġonevoli biex isir reklamar dwar il-bejgħ tal-fond, għan-negozjar u qbil dwar il-prezz u t-termini tal-bejgħ, u għall-konkluzjoni tal-bejgħ;
  - c. is-sitwazzjoni tas-suq, in-natura ta' valuri tal-proprjeta' u ċirkustanzi oħra rilevanti kienu, fid-data li jsir il-kuntratt tal-bejgħ, l-istess bħal fid-data tal-valutazzjoni;
  - d. ma hemmx xi offerta addizzjonali minn xi xerrej li għandu interessi speċjali fl-akkwist tal-fond;

- e. it-titlu tal-fond jista' jiġi stabbilit u l-fond ma huwiex soġġett għal xi restrizzjonijiet inużwali jew onerużi, jew għal xi dejn;
- f. il-fond ma huwiex soġġett għal xi Notifiki Statutorji u kemm il-fond kif ukoll l-użu tiegħu, eżistenti jew intenzjonat fil-futur, jikkonformaw mal-Kundizzjonijiet Statutorji rilevanti;
- g. il-fond m'għandux difetti moħbija u l-materjali li ntużaw għall-kostruzzjoni (jekk applikabbli) kienu ta' kwalita' tajba;
- h. il-kundizzjoni tal-fond ġie stabbilit minn ispezzjoni viżwali biss, u, sakemm mhux indikat mod ieħor fir-rapport u f'tali każ fl-estent speċifikat biss, dawk il-partijiet tal-fond li kienu mgħottija, inespsti jew mhux aċċessibbli ma kienux spezzjonati, u l-ebda testijiet ma saru fuqhom biex jiġi stabbilit jekk għandhomx xi difett jew ieħor, u għalhekk il-valutazzjoni tassumi li jekk isir studju strutturali fuq il-fond ma jirrizultawx diffetti serji li jistgħu jwasslu għal spejjeż sostanzjali.

#### 5. Kundizzjonijiet Speċjali

Dan ir-rapport huwa kunfidenzjali għall-klijent msemmi hawn fuq u ġie ppreparat għall-iskop speċifiku msemmi hawn taht. Jista' jiġi rreferit lil esperti li qed jgħinu lill-klijent għall-istess skop, iżda lil ebda persuna jew entita' oħra. Ir-rapport, jew partijiet minnu, ma jistgħux jiġu ppublikati mingħajr il-kunsess tas-sottoskritt.

Is-sottoskritt huwa responsabbli biss lejn il-klijent, u kwalunkwe persuna li tagħmel użu minn din il-valutazzjoni tagħmel hekk unikament a riskju tagħha.

It-titlu tal-fond ma kienx investigat, u tali investigazzjoni ma kienitx parti mill-iskop ta' dan ir-rapport.

#### 6. Aċċess

Sar aċċess fuq il-post mis-sottoskritt nhar l-10 ta' Awwissu 2021, fil-preżenza tas-Sur Mark Parretti, indikat għal dan l-iskop mill-Av. Dott. Richard Galea Debono.

#### 7. Skop

Deskrizzjoni tal-fond indikat u stima tal-valur fis-suq ta' tali fond għall-finijiet ta' Mandat ta' Qbid ta' Hwejjeġ Immobbli.

#### 8. Deskrizzjoni Ġenerali

##### *Tipoloġija:*

Il-fond jikkonsisti f'erba' appartamenti formanti parti minn blokka magħrufa bħala "Waveline" fil-lokalita' tax-Xgħajra. Apparti l-appartamenti msemmija, l-blokka tinkludi wkoll livell sotterran li jikkonsisti f'parkeġġ, u li hu mifhum li jappartjeni lil terzi.

Il-fond jista' jiġi deskritt f'iktar dettall kif gej:

1. L-appartament numru wieħed (1) jinsab fil-livell tal-*ground floor* skond kif muri fuq il-pjanti approvati fil-permess PA/04849/05 (*vide* Anness 4), u jinkludi l-bitħa ta' wara – dan l-appartament jinkludi żewġ ikmamar tas-sodda li waħda minnhom tinkludi *ensuite WC*, studju, kamra ta' quddiem intiża bħala *kitchen / sitting / living*, u kamra tal-banju prinċipali;
2. L-appartament numru tnejn (2) jinsab fil-livell tal-*first floor* skond kif muri fuq il-pjanti approvati fil-permess PA/04849/05 (*vide* Anness 4) – dan l-appartament jinkludi tlett ikmamar tas-sodda li waħda minnhom tinkludi *ensuite WC*, studju, kamra ta' quddiem intiża bħala *kitchen / sitting / living*, u kamra tal-banju prinċipali, kif ukoll gallarija li tħares fuq it-triq u oħra li tħares fuq il-bitħa ta' wara;
3. L-appartament numru tlieta (3) jinsab fil-livell tas-*second floor* skond kif muri fuq il-pjanti approvati fil-permess PA/04849/05 (*vide* Anness 4) – dan l-appartament jinkludi tlett ikmamar tas-sodda li waħda minnhom tinkludi *ensuite WC*, studju, kamra ta' quddiem intiża bħala *kitchen / sitting / living*, u kamra tal-banju prinċipali, kif ukoll gallarija li tħares fuq it-triq u oħra li tħares fuq il-bitħa ta' wara;
4. L-appartament numru erbgħa (4) jinsab fil-livell tal-bejt skond kif muri fuq il-pjanti approvati fil-permess PA/04849/05 (*vide* Anness 4) – dan l-appartament, jew *penthouse*, jinkludi kamra tas-sodda, studju, kamra ta' quddiem intiża bħala *kitchen / living*, u kamra tal-banju prinċipali, kif ukoll terrazzin li jħares fuq it-triq u ieħor li tħares fuq il-bitħa ta' wara;
5. Il-proprjeta' tinkludi wkoll l-arja u l-partijiet komuni tal-blokka, u cioe' l-entrata, t-taraġ, il-*lift* u x-xaft intern.

**Kostruzzjoni:**

Il-proprjeta' tikkonsisti f'ħitan interni u esterni tal-ġebbla tal-franka u/jew tal-*bricks* tal-konkrit, li fuqhom iserrħu soqfa tal-konkos rinfurzat.

**9. Titlu**

Skond il-kuntratti ta' xiri (*vide* Anness 5), il-fond huwa liberu u frank.

**10. Okkupazzjoni**

Fid-data tal-aċċess, il-fond kien vakanti.

**11. Awtorita' Lokali**

Kunsill Lokali Xgħajra.

**12. L-inħawi tal-madwar**

Il-fond jinsab f'żona residenzjali, li żviluppat primarjament bejn is-snin sittin u s-snin disgħin u komplet tiżviluppa fl-aħħar għoxrin sena. Il-blokka li l-fond jinsab fiha jidher li nbriet bejn l-2004 u l-2008. Fil-viċinanzi tal-fond wieħed isib diversi hwienet, kif ukoll il-grawnd tal-futbol tax-Xgħajra



Tornados, l-għassa tal-pulizija tal-lokalita' u żewġt iknejjes. Il-fond jinsab ftit metri l-bogħod mill-kosta u l-baħar.

### 13. Toroq

Il-fond għandu faċċata fuq Triq il-Knisja. Din it-triq hija miksija bit-*tarmac* u tinsab f'kundizzjoni relattivament tajba. It-triq u toroq adjaċenti jinkludu sistema ta' dawl ta' barra (*street lighting*).

### 14. Is-Sit

**Konfini:** Il-konfini tas-sit huma definiti b'mod ċar minn hitan tal-appogg mad-dawra tal-fond, u minn faċċata fuq Triq il-Knisja fuq in-naħa tax-Xlokk.

**Karatteristiċi fiżiċi:** Is-sit li fuqu hu mibni l-fond jinsab fuq art pendenti lejn il-baħar. Ma saret ebda investigazzjoni dwar in-natura tas-sottosuol, u ma giet ipprezentata ebda evidenza ta' karatteristiċi inużwali. Din l-istima tassumi li ma hemm ebda kundizzjonijiet fis-sottosuol, inkluż iżda mhux biss il-preżenza ta' fissuri, ta' tafal, jew ta' kontaminazzjoni, li jistgħu ikollhom impatt fuq il-valur tal-proprjeta'.

Il-fond għandu faċċata ta' madwar 7.6m fuq Triq il-Knisja.

**Servitujiet:** Il-fond jappartjeni lil Jonathan Pace, illum mejjet, in kwantu għall-appartament numru wiehed (1), u lil Jonathan Pace u martu Melanie Pace in kwantu għall-appartamenti tnejn, tlieta u erbgħa (2, 3 u 4). L-appartament numru wiehed (1) kien nbiegħ bil-kundizzjoni li jgawdi u li huwa soġġett għal dawk is-servitujiet inerenti mill-pożizzjoni relattiva fil-blokka u li jinkludu fost oħrajn "*il-passagg ta' pajpijiet tal-ilma, drenagg*", kif ukoll is-servizzi li huma komuni mal-appartamenti l-oħrajn fil-blokka. Inkluż fil-bejgħ kien hemm ukoll "*d-dritt ta' uzu gratwit, mhux interrot, u in perpetwu trasferibbli li terzi 'ad infinitum' tal-partijiet kollha intizi għall-uzu komuni, u liema dritt ta' uzu jitgawda in komun ma' l-appartamenti u l-fondi l-oħra fil-blokk, bid-dritt ta' access għal fuq il-bejt limitat biss għal installazzjoni u manutenzjoni ta' tank tal-ilma ta' mhuz aktar minn hemess mitt litru (500lt) fuq l-ghola bejt tal-blokk u għall-installazzjoni u manutenzjoni ta' satellite dish komuni*".

L-appartamenti tnejn, tlieta u erbgħa (2, 3 u 4) kienu nbiegħu flimkien mal-partijiet komuni kollha tal-blokka u li "*igawdu u huma soġġetti għal dawk is-servitujiet inerenti mill-posizzjoni relattiva tagħhom gewwa blokk ta' bini li jinkludu fost oħrajn il-passagg ta' pajpijiet tal-ilma, drenagg u kif ukoll is-servizzi li huma komuni mal-proprjetajiet sovrastanti u sottostanti*".

Jiġi nnutat li jekk l-appartamenti ser jinbigħu lil sidien differenti, is-servitujiet u piżijiet hawn fuq deskritti jridu jiġu emendati skond il-każ.

### 15. Partijiet Komuni

Qiegħed jiġi meqjus li l-fond jinkludi sehem indiviż tal-ħitan tal-appoġġ flimkien mas-sidien tal-proprjetajiet adjaċenti, kif ukoll sehem indiviż tal-art tal-livell tal-appartament numru wieħed (1) flimkien mas-sidien tal-proprjeta' sottostanti. Jiġi nnutat li l-partijiet komuni tal-blokka (cioe' l-intrata, t-taraġ u l-lift, jiffurmaw parti mill-proprejta' tal-appartamenti tnejn, tlieta u erbġha (2, 3 u 4).

### 16. Akkomodazzjoni

Ma sar ebda kejl preċiż (*survey*) tal-fond, u tali kejl ma kienx parti mill-iskop ta' dan ir-rapport. Skond il-pjanta tar-Regjistru ta' l-Artijiet prrovduta lis-sottoskrittta, s-sit li fuqha hi mibnija l-blokka għandu kejl superfiċjali ta' madwar 140 metri kwadri. Skond il-pjanti approvati mill-Awtorita' ta' l-Ippjanar, l-appartamenti għandhom kejl superfiċjali (*gross*) approssimattiv kif ġej:

**App 1:** 98 metri kwadri + bitħa ta' 19 metri kwadri

**App 2:** 113 metri kwadri (inklużi l-gallariji)

**App 3:** 113 metri kwadri (inklużi l-gallariji)

**App 4:** 68 metri kwadri + terrazzini ta' 38 metri kwadri

### 17. Kunsiderazzjonijiet tal-Ippjanar

Il-fond jinsab f'lokalita' li taqa' taħt ir-rekwiżiti tal-Pjan Lokali magħruf bħala *South Malta Local Plan* (SMLP) ppublikat mill-Awtorita' ta' Malta dwar l-Ambjent u l-Ippjanar (MEPA). Il-funzjonijiet ta' ippjanar tal-MEPA ġew mgħoddija lill-Awtorita' ta' l-Ippjanar li twaqqfet fl-2016.

Il-fond jinsab fiż-zona ta' l-iżvilupp u f'Zona Residenzjali (*Residential Area*) kif deskritt fil-Policy SMHO 02 u fil-Policy SMSE04. Is-sit jinsab f'zona fejn l-għoli permissibbli tal-bini huwa ta' 3 sulari, kif ukoll *semi-basement* sottostanti, li skond l-Anness 2 tad-"*Development Control Design Policy, Guidance and Standards 2015*" jikkorrispondi għal għoli massimu ta' 17.5m.

Ma jirriżultax li hemm xi azzjoni ta' infurzar fuq il-fond.

Il-blokka li l-appartamenti jiffurmaw parti minnha giet approvata mill-Awtorita' tal-Ippjanar bil-permess PA/04849/05, li kopja tiegħu huwa anness ma' dan ir-rapport (*vide* Anness 4). L-appartamenti kif inhuma mibnija huwa konformi b'mod ġenerali ma' tali permess, ħlief għas-susseġwenti punti:

- L-għoli intern ta' l-appartamenti huwa ġeneralment f'tit inqas mill-minimu ta' 2.75m rikjest meta nħareġ il-permess tal-bini, iżda huwa iktar mill-minimu ta' 2.65m rikjest skond ir-regolamenti odjerni, u għalhekk qiegħed jiġi kkunsidrat li tali differenza tista' tiġi ssanzjonata;
- Fl-appartamenti kollha, il-kamra tal-banju prinċipali nqasmet sabiex jiġi kkreat *ensuite WC* li jagħti minn

gewwa kamra tas-sodda – din id-differenza hi meqjusa li hi minuri u li tista' tigi ssanzjonata;

- Ix-xaft li kien intiz li jservi l-kamra tal-banju prinċipali qiegħed f'pożizzjoni differenti minn dik approvata - din id-differenza hi meqjusa li hi minuri u li tista' tigi ssanzjonata.

*In oltre, s-sottoskritta tinnota li:*

- (i) L-osservazzjonijiet preċedenti jirrelataw għall-fond *in disamina* biss, u ma sar ebda aċċess fil-livell sotterrann;
- (ii) Huwa preżunt li l-blokka hi mibnija skond il-linja uffiċjali tal-bini u skond l-għoli permissibbli;
- (iii) Peress li l-livell sotterrann jappartjeni lil terzi, s-sottoskritta ma setgħetx tikkonferma l-preżenza ta' bir għall-gbir ta' l-ilma tax-xita – minħabba l-obbligu li l-ilma tax-xita li jaqa' fuq il-bejt, it-terrazzini u l-biċċa ta' wara jiġi miġbur huwa rakkomandat li tigi vverifikata l-preżenza ta' tali bir, kif ukoll li l-ilma tax-xita qiegħed jiġi ddevjat lejn tali bir, u li jiġu ddokumentati s-servitujiet rilevanti fil-kuntratt tal-bejgħ – din l-istima tassumi li l-blokka hi mibnija skond il-permess u r-regolamenti f'dan is-sens;
- (iv) Skond is-sit elettroniku tal-Awtorita' ta' l-Ippjanar, jirriżulta li l-permess hawn fuq deskritt nħareġ fuq is-sit adjaċenti minħabba li jidher li ġiet sottomessa *site plan* skorretta lill-Awtorita' – filwaqt li dan ma jimpingix fuq il-valur tal-proprjeta' in kwistjoni huwa rakkomandat li ssir "*Correction of Site Plan Application*" sabiex jiġi kkoreġut dan il-fatt, u din l-istima tassumi li tali applikazzjoni tigi approvata;
- (v) Skond is-sit elettroniku tal-Awtorita' ta' l-Ippjanar, parti mis-sit hu sugġett għal avviz ta' infurzar li jirrelata mal-fond bl-indirizz 122, Triq il-Knisja, Xgħajra – il-każ qiegħed pendent azzjoni diretta – s-sottoskritta tinnota li skond il-kuntratti tal-bejgħ, il-blokka in kwistjoni nbriet "*fuq is-sit ġia okkupat mill-fond urban bin-numru ufficjali ... 124 ... u s-sit okkupat mill-fond urban bin-numru ufficjali ... 122 ...*" – in-notifika ta' infurzar bir-riferenza EC/00737/00 inħarġet minħabba "*zvilupp li jikkonsisti f'estensjoni tal-biċċa u bini ta' hajt tal-bricks fuq in-naha ta' wara tad-dar mingħajr permess*" – għall-fini ta' din il-valutazzjoni qiegħed jiġi kkunsidrat li peress li l-blokka nbriet skond il-permess PA/04849/05 ħlief għad-differenzi hawn fuq imsemmija, dan l-avviz ma jimpingix b'mod negattiv fuq il-valur ta' l-appartamenti in kwistjoni, iżda huwa rakkomandat li jsir il-proċess neċessarju ma' l-Awtorita' ta' l-Ippjanar sabiex dan jiġi vverifikat u kkoreġut;

- (vi) Skond il-faċċata approvata, il-blokka għandha għoli ta' 12.9m fl-għola livell tat-triq mal-faċċata, u ta' 15.0m sa l-għola bejt – għaldaqstant qiegħed jiġi kkunsidrat li ma jistgħux jinbnew iktar sulari skond ir-regolamenti odjerni ta' l-ippjanar.

**18. Kunsiderazzjonijiet Statutorji**

Ara l-osservazzjonijiet hawn fuq rigward il-bir.

**19. Kundizzjoni tal-fond**

Il-fond jitqies li hu fi stat *semi-finished*. L-appartamenti jinkludu l-madum ta' l-art, l-aperturi esterni ta' l-*aluminium*, u l-biebien ta' barra fuq il-komun. L-appartamenti huma miksija u mbajjda (ara ritratti fl-Anness 2). Il-kmamar tal-banju fl-appartamenti kollha għadhom fi stat ta' ġebel u saqaf (*shell*). L-istruttura tidher li hi f'kundizzjoni tajba, iżda jiġi nnutat dan li ġej:

- (i) Ma sarx access fil-partijiet sottostanti l-fond u għalhekk kwalunkwe difetti f'tali partijiet tal-blokka li jistgħu ikollhom impatt fuq din il-valutazzjoni ma ġewx osservati.

**20. Servizzi**

L-appartamenti għandhom is-sistema tad-dawl, ilma u drenaġġ mgħoddi iżda ma jidherx li dawn huma mqabbdha mas-servizz rilevanti. Parti mis-sistema tad-drenaġġ ta' l-ilma tax-xita kienet, fid-data ta' l-aċċess, inqalghet minn mal-hajt ta' wara tal-blokka u hemm bżonn li din tiġi irrangata sabiex ma ssirx ħsara minħabba dħul potenzjali ta' ilma. Fil-partijiet komuni, l-*lift* ma huwiex installat.

**21. Kunsiderazzjonijiet Ambjentali**

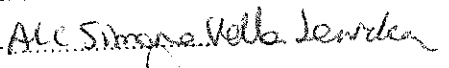
Ma ġew innutati ebda fatturi ta' natura ambjentali ta' rilevanza għal din il-valutazzjoni.

  
Perit Simone Vella Lenicker


**Annessi:**

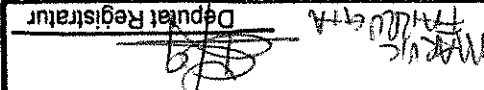
1. Pjanta tas-sit (*site plan*), 1:2500
2. Ritratti
3. Estratti mill-Pjan Lokali (*South Malta Local Plan*)
4. Permess tal-ippjanar PA/04849/05
5. Kuntratti ta' xiri tal-beni mmoġbli
6. Inkartament mill-Prim Awla tal-Qorti Ċivili u dokumentazzjoni oħra pprovduta

lilum 10 SEP 2021

lpreżentata mill- 

B/bia  dok wieħed (1) dokumenti

  
Annalisa Spiteri  
Deputa Registratur  
Qrati tal-Gustizzja (Malta)

<p>lilum 10 SEP 2021</p> <p>Perit Legali / Tekniku: Perit Simone Vella Lenicker (1400 #15 m)</p> <p>Li wara li ddikjara li tnalas l-ammont lilu dovut, naler/haliet li gada/qdlet fedelment u onestament l-inkarigu mogħti lilu/ha.</p> <p>Deputat Registratur</p> <p></p>
---



Annex 1

Pjanta tas-sit (*site plan*), 1:2500



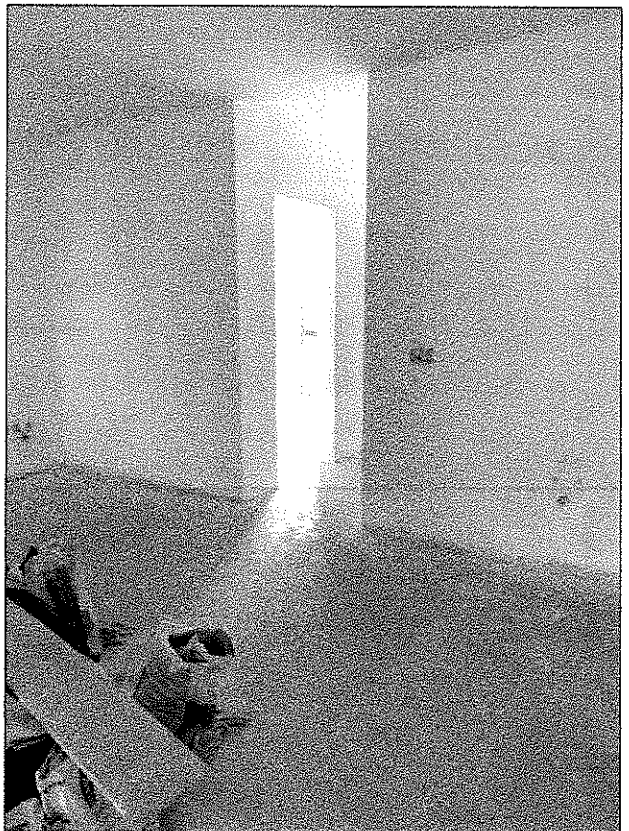
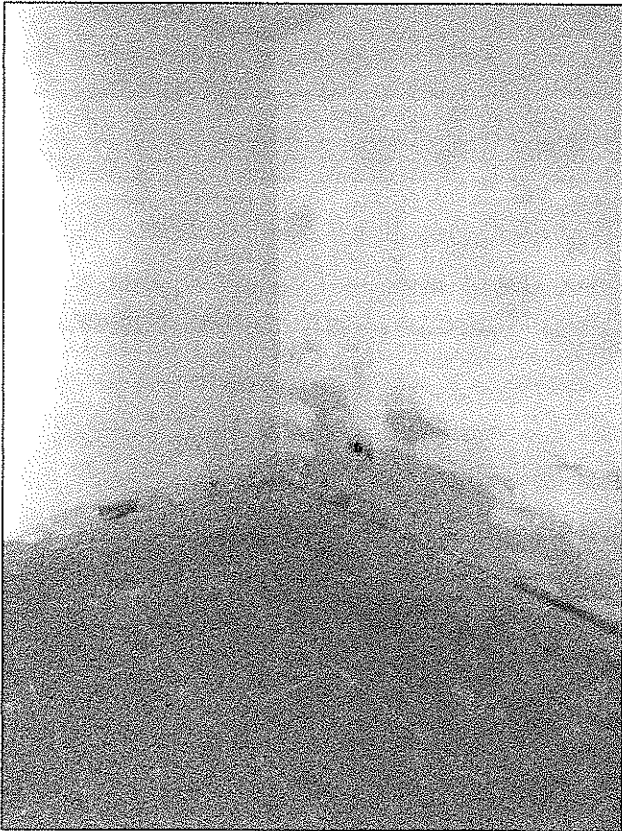
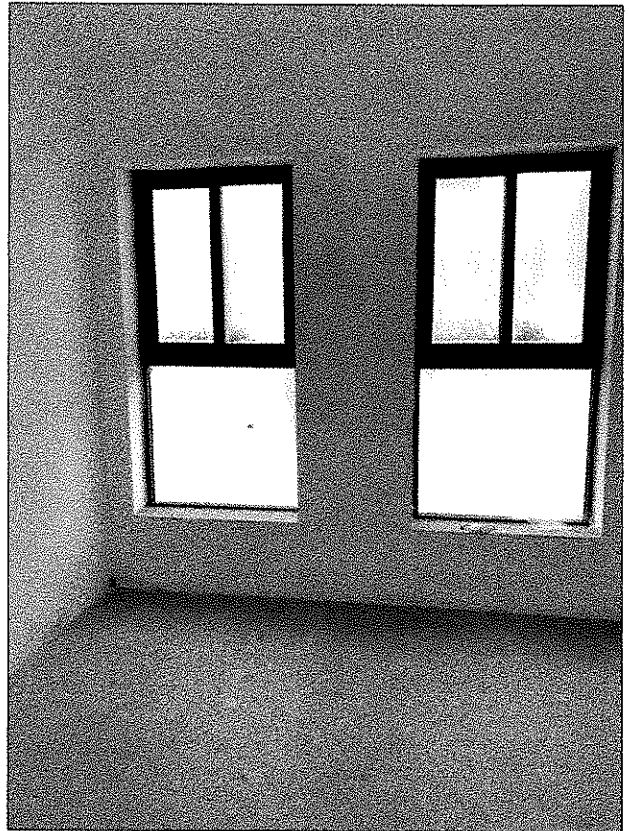


Annex 2

Ritratti

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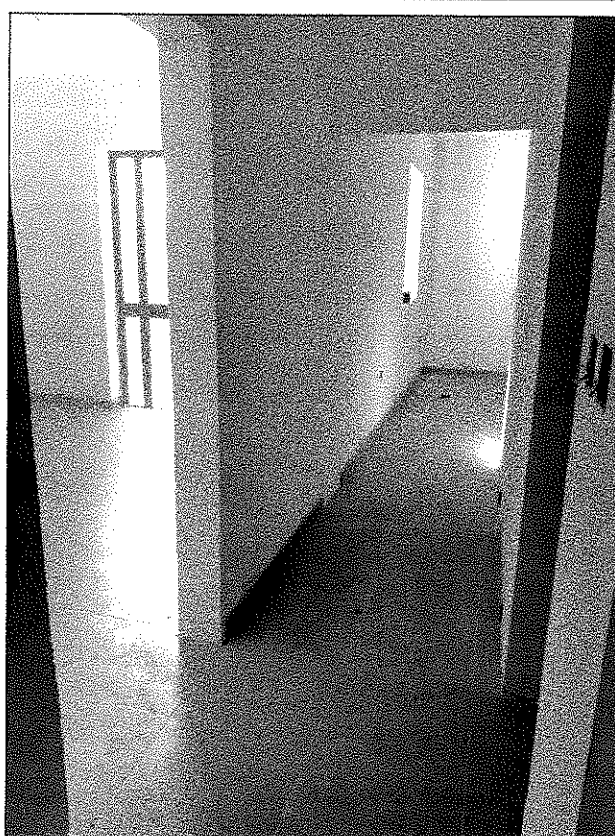
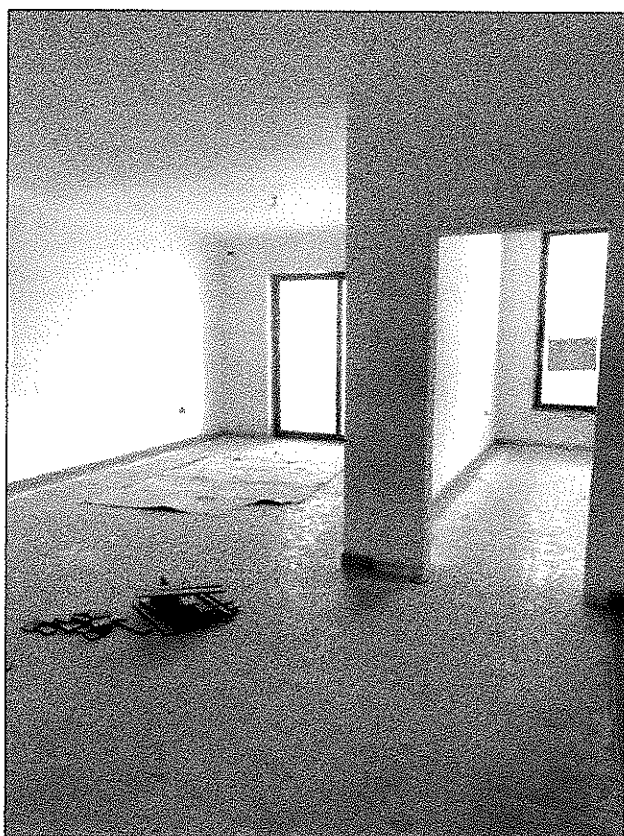
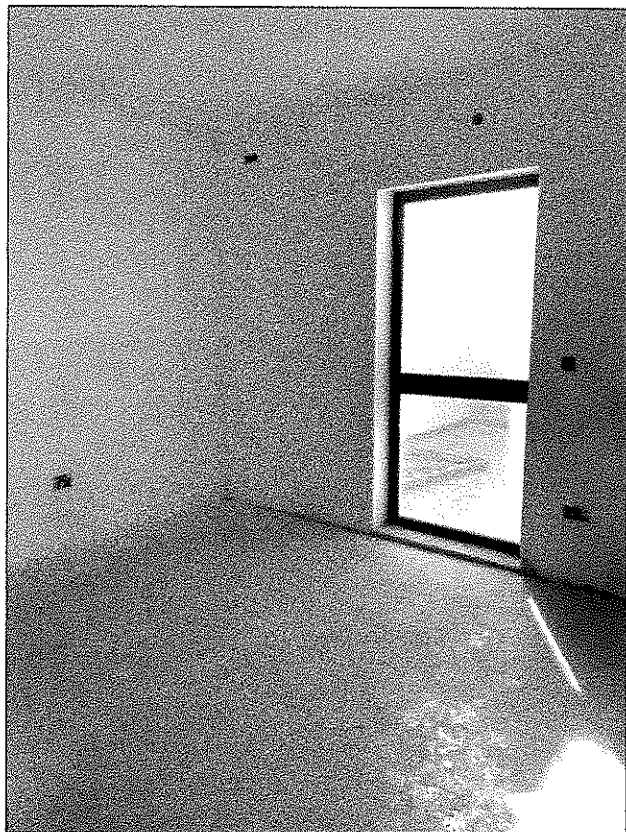
AP Valletta ltd. | 4 sappers street  
valletta | vll 1320 | malta  
tel: + 356 2124 3981  
info@apvalletta.eu | www.apvalletta.eu

project	SUBBASTA (FALLIMENT TA' JONATHAN PACE)		
address	"Waveline Complex" Apartment Nos. 1, 2, 3 & 4, Triq I-Bknisja, I/o Xaghira, Zabbar, Malta		
photo sheet no.	01	date	10.08.2021
ref no.	C 0 0 8 6 9 . 0 0 _ G 0 2		



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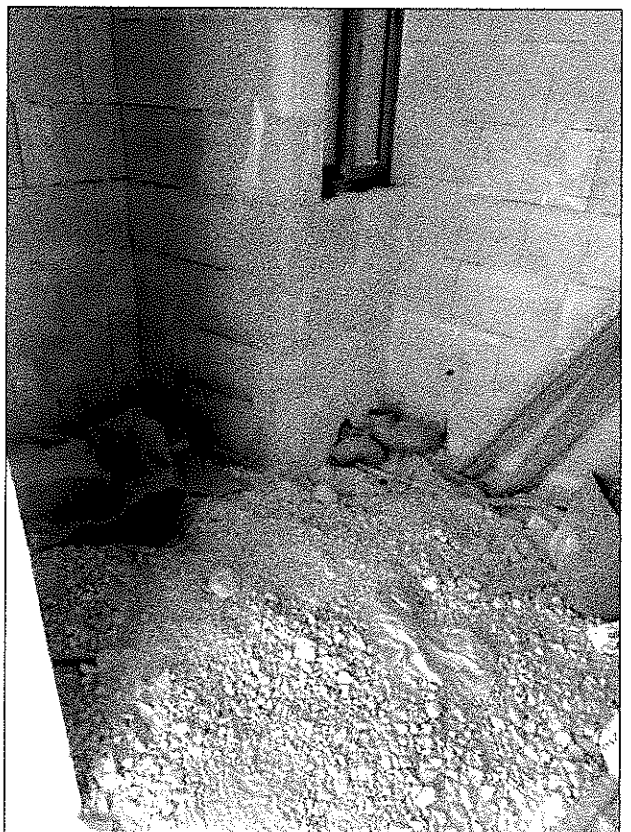


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project	SUBBASTA (FALLIMENT TA' JONATHAN PACE)		
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photo sheet no.	02	date	10.08.2021
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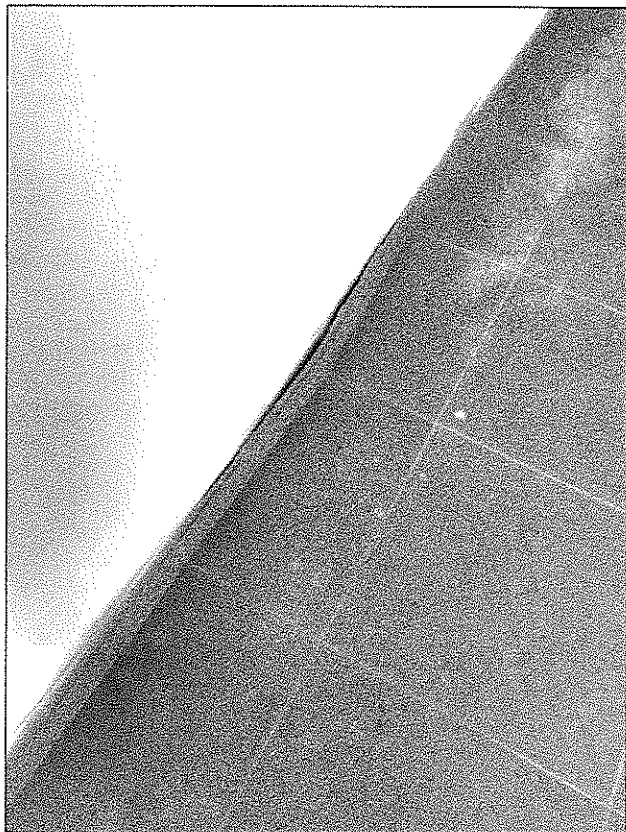


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address	"Waveline Complex", Apartment Nos. 1, 2, 3 & 4, Triq. il-Knisja, I/o Xaphira, Zabbar, Malta		
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ref no.	C 0 0 8 6 9 . 0 0 _ G 0 2		

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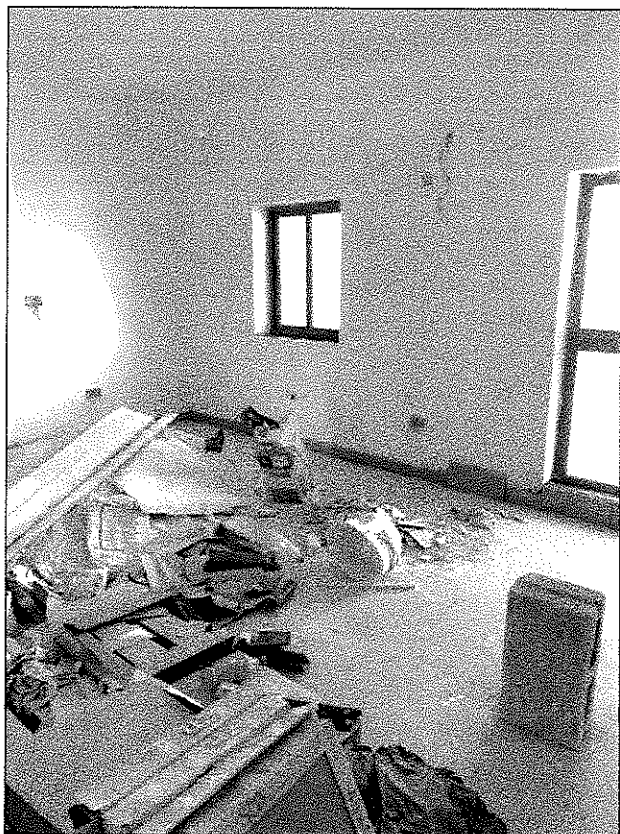
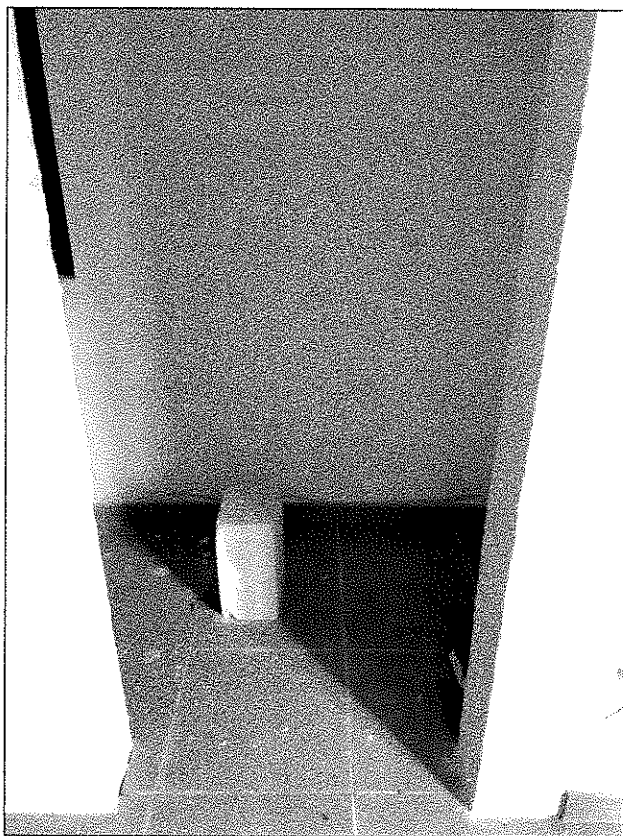
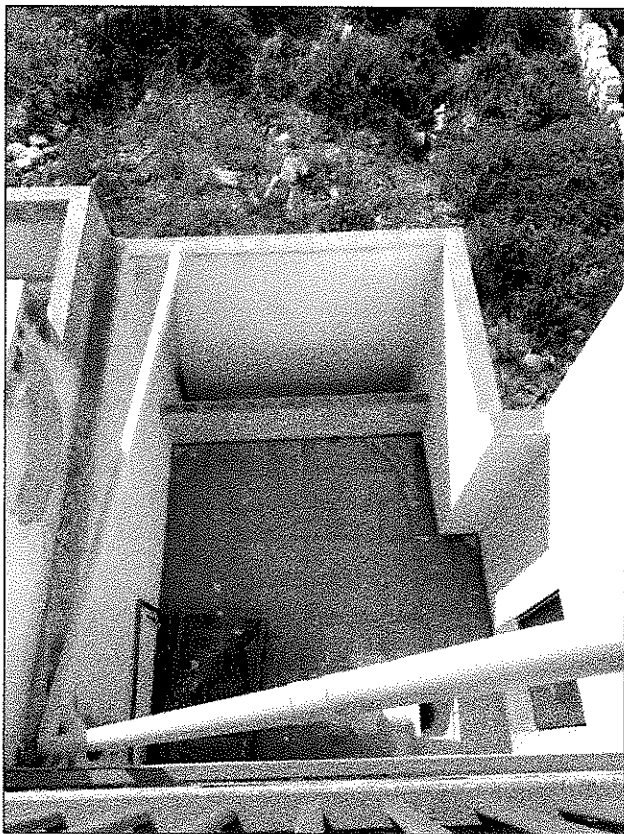


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project	SUBBASTA (FALLIMENT TA' JONATHAN PACE)		
address	"Waveline Complex", Apartment Nos. 1, 2, 3 & 4, Triq il-Knisja, I/o Xaghira, Zabbar, Malta		
photo sheet no.	04	date	10.08.2021
ref no.	C 0 0 8 6 9 . 0 0 _ G 0 2		

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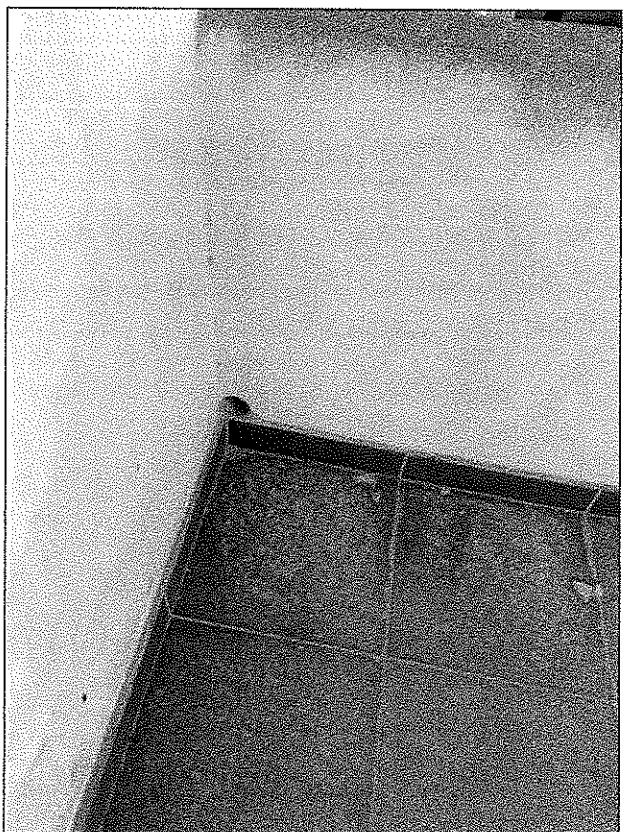
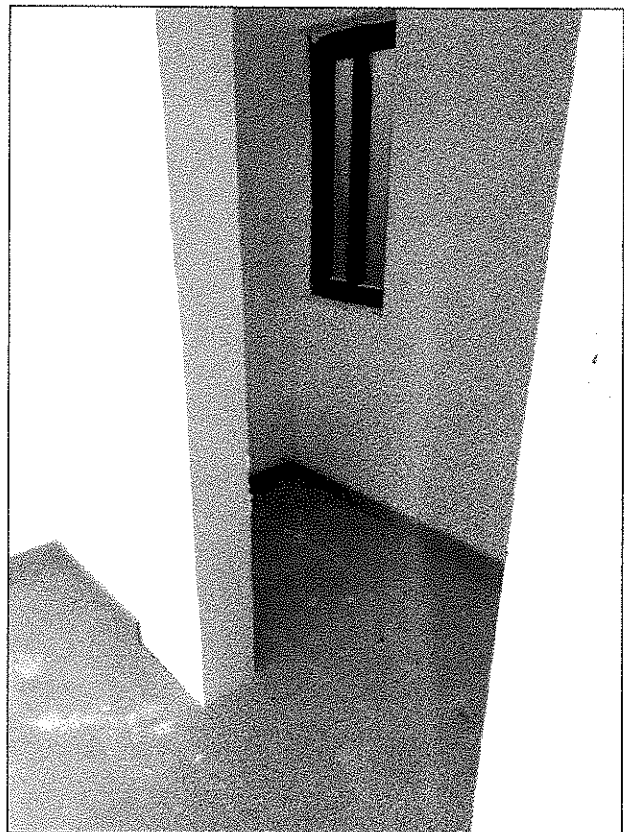


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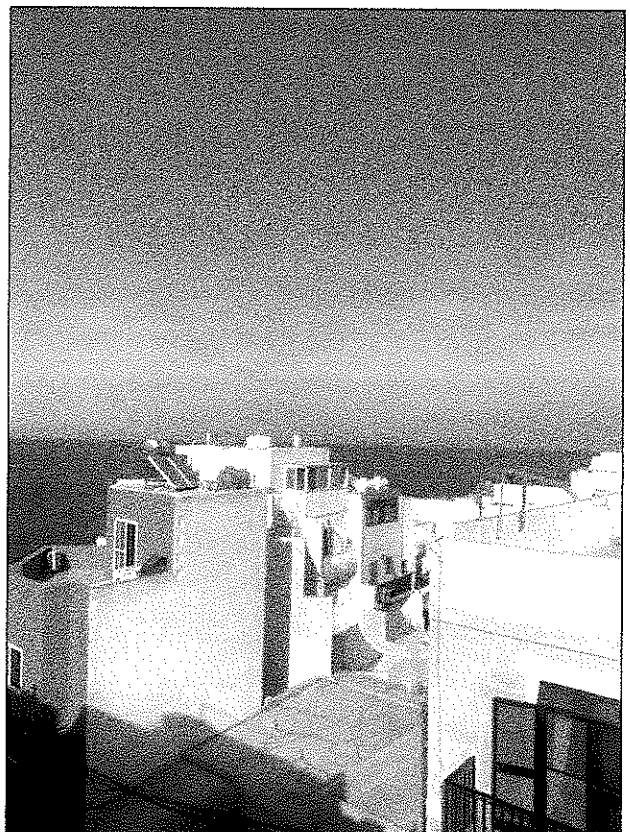
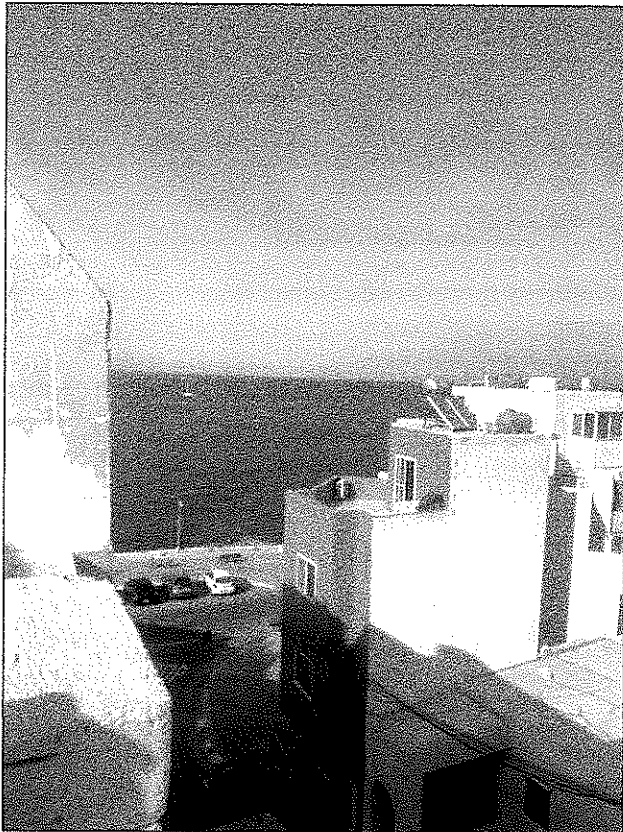
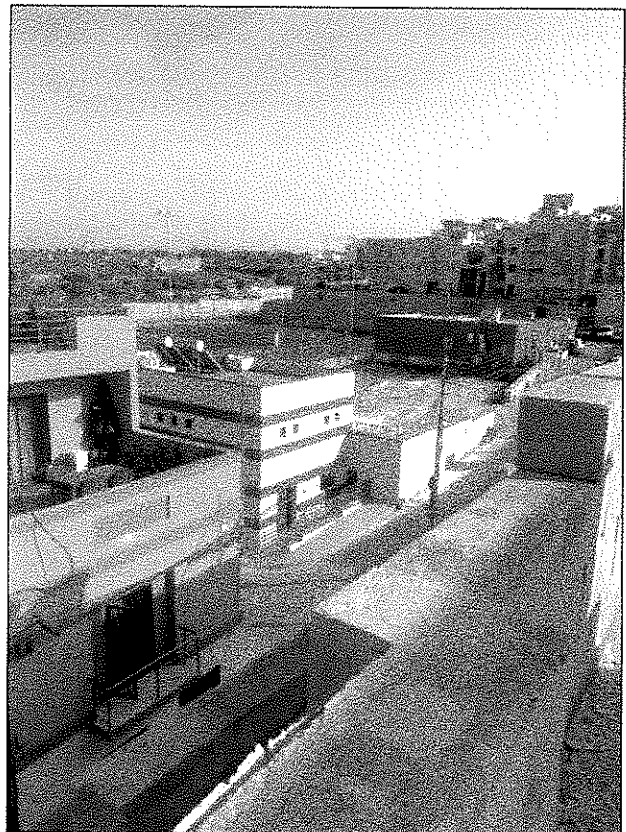


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project	SUBBASTA (FALLIMENT TA' JONATHAN PACE)		
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ref no.	C 0 0 8 6 9 . 0 0 _ G 0 2		

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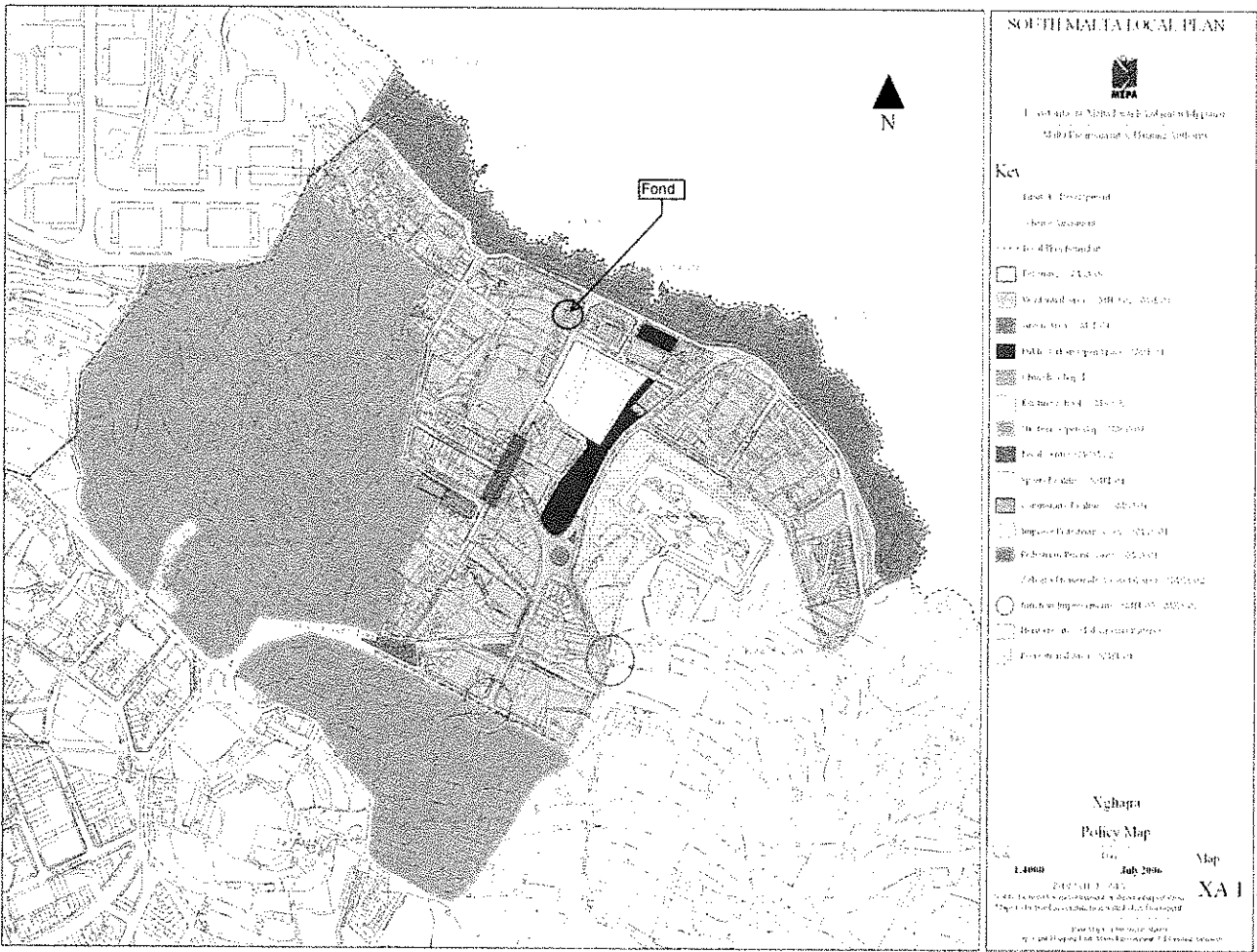
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ref no.	C 0 0 8 6 9 . 0 0 _ G 0 2		



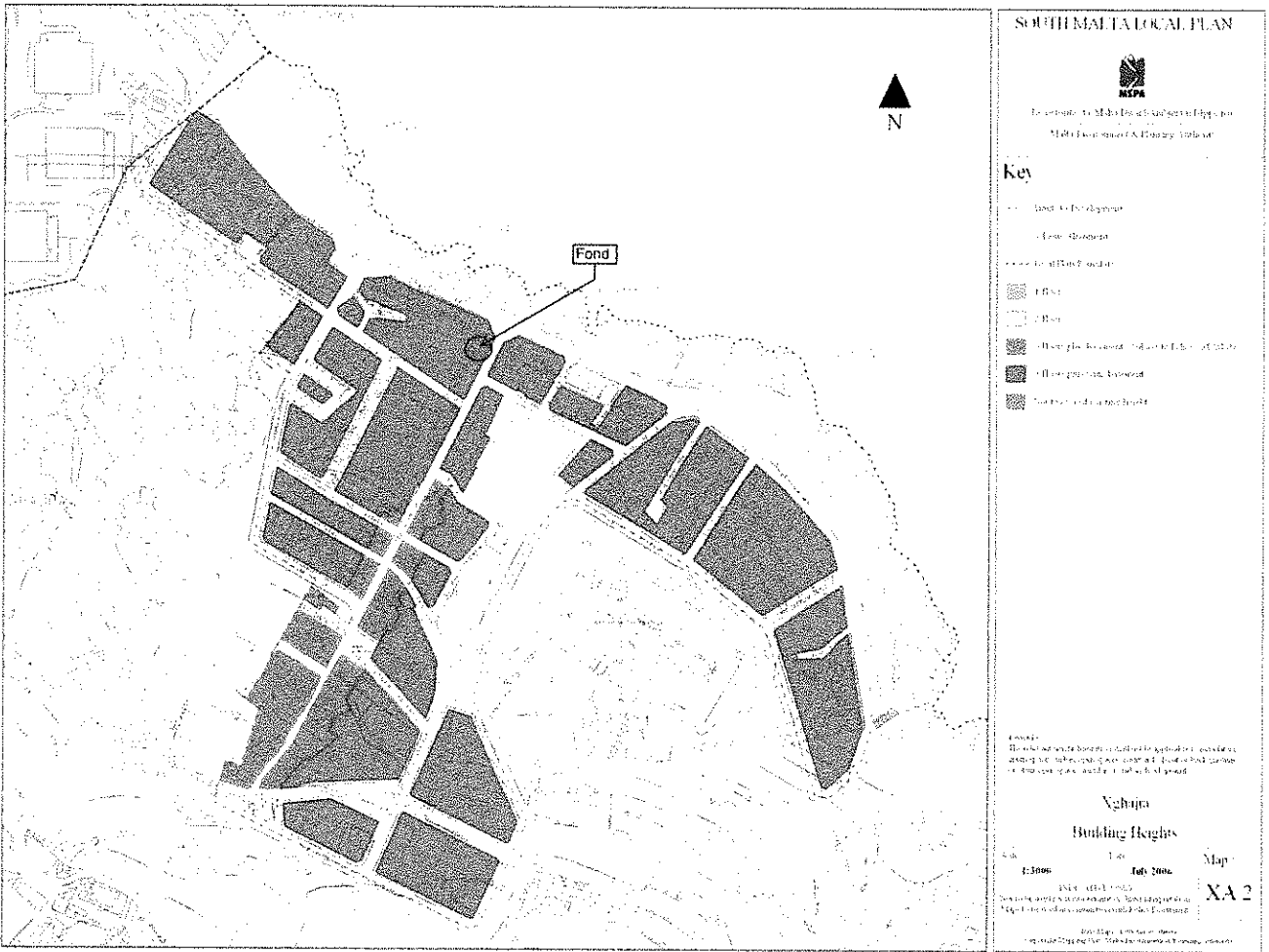
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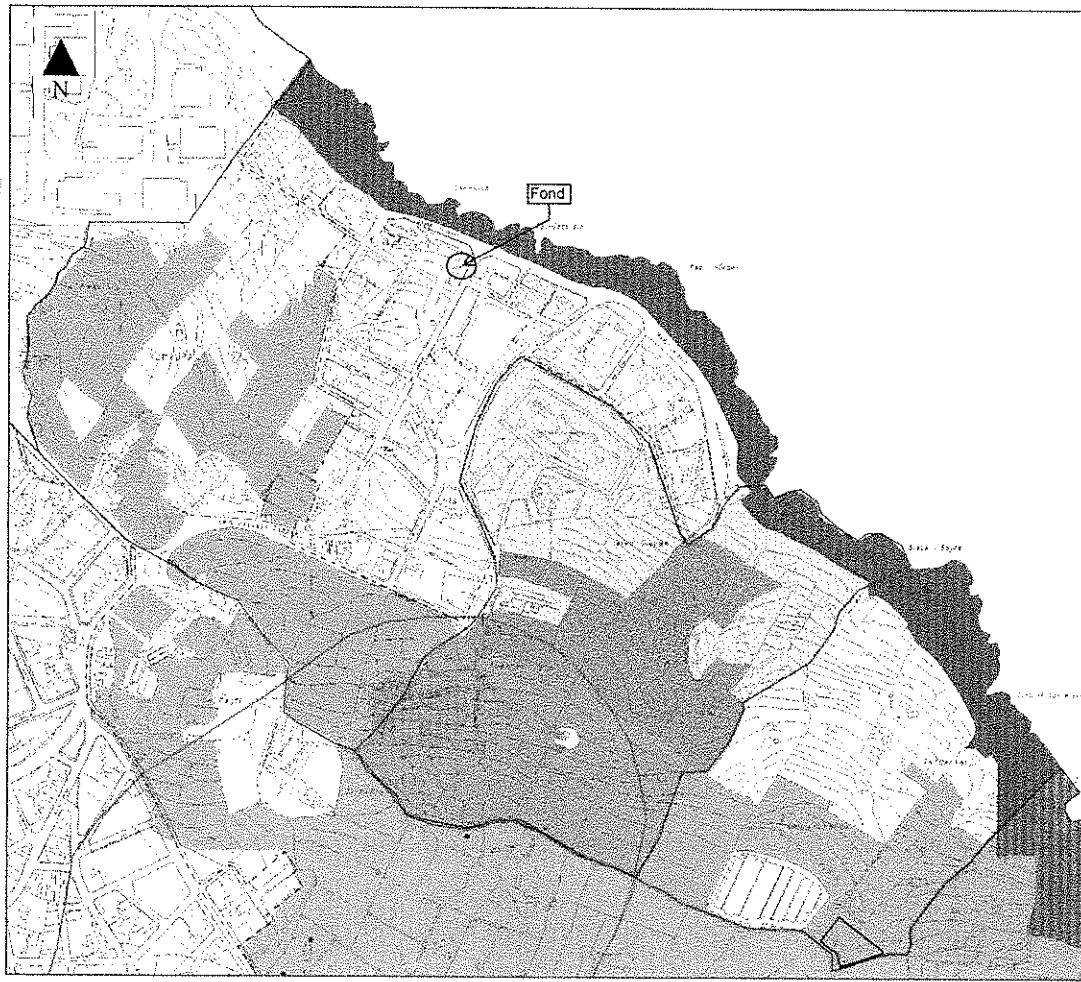
Estratti mill-Pjan Lokali (*South Malta Local Plan*)

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**SOUTH MALTA LOCAL PLAN**

**MFLP**

Authority of Malta and Local Government  
 Malta Environment & Heritage Authority

**Key**

- Limits to Development
- Scheme alignment
- Local Plan boundary
- Local Council boundary
- Authority of Malta boundary (2003/04)
- Scheduled Sites
- ▨ Agricultural Sites (2003/04)
- ▩ Sites of Environmental Importance (2003/04)
- ▧ Sites of Cultural Importance (2003/04)
- ▤ Military Protection Zone (2003/04)
- ▥ Sites of High Landscape Value (2003/04)
- ▦ Airport Protection Zone (2003/04)

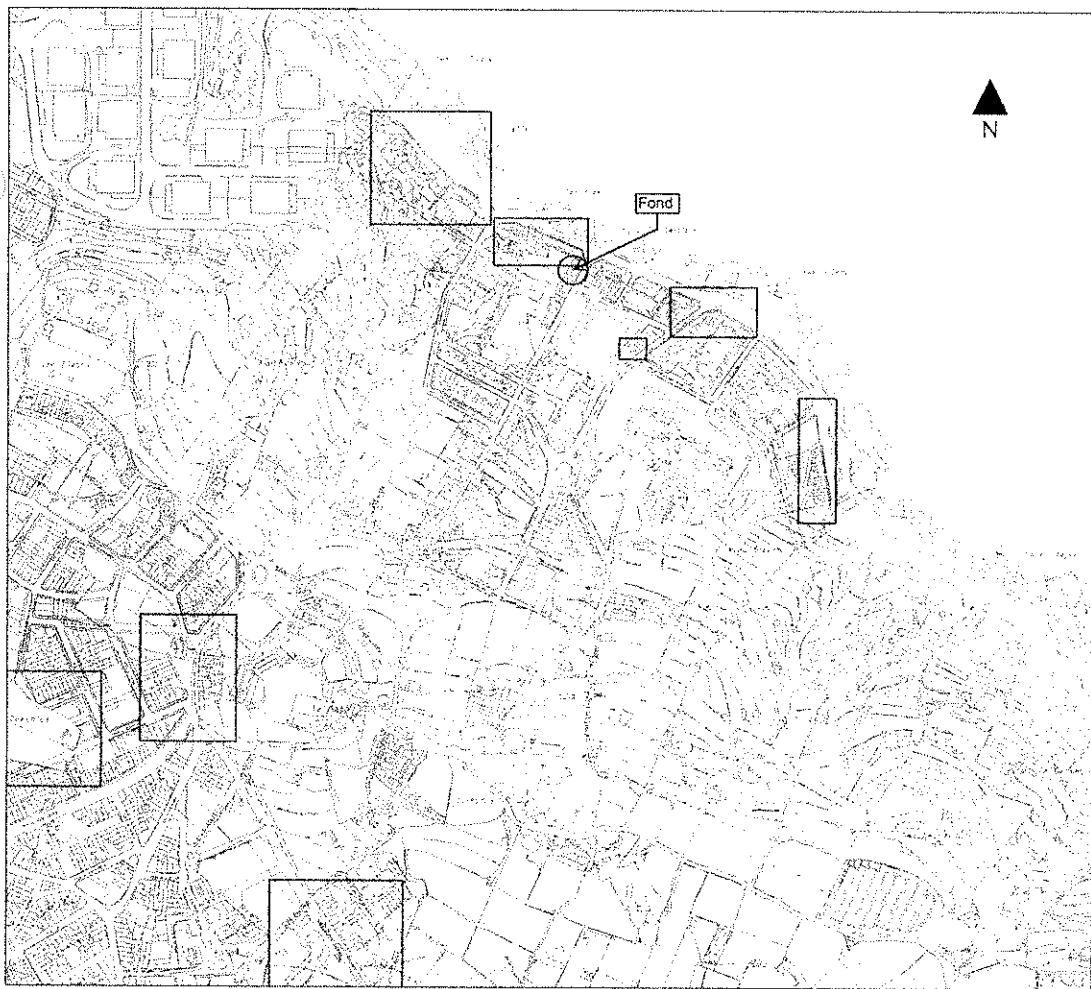
**Nghoja**

**Environmental Constraints Map**

Scale: 1:5000 Date: July 2004

Map: XA 3

Map prepared by the Authority of Malta and Local Government  
 Prepared by: Environmental & Heritage Authority



**SOUTH MALTA LOCAL PLAN**

**MELPA**

Local Plan for Malta (Local Government of Malta)  
 Malta Environment & Planning Authority

**Key**

- Road to be developed
- Scheme Alignment
- Change to scheme alignment - zoning

**XGHAJRA**

**Changes to Scheme Alignment Zoning**

Scale: 1:5000 Date: **July 2006** Map

DEPARTMENT OF  
 LOCAL GOVERNMENT AND PLANNING  
 MALTA ENVIRONMENT & PLANNING AUTHORITY

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**XA 4**

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The MEPA will accept proposals for the redevelopment of properties, which have no architectural or historic value, within the RAIAAs provided that:-

- a) a better standard of residential accommodation is provided;
- b) the proposed development does not impact negatively on the residential amenity of the area and respects in terms of design, building heights and massing the character of adjacent buildings and streetscape;
- c) the proposal will NOT increase the stock of residential accommodation;
- d) evidence is produced by the developer that efforts were made to save the original structure; and
- e) innovative forms of housing design and layout are adopted as a means of creating more acceptable residential layouts.

Permitted uses within such areas should be guided by policy SMHO 02 for residential areas.

MEPA may encourage Government or the appropriate agency to introduce incentives and other schemes that encourage residents and owners to upgrade their properties within the RAIAAs.

MEPA will also encourage initiatives by the Local Councils with regard to the improvement of the environmental quality of these areas in terms of pedestrianisation measures, embellishment and any other similar improvements.

- 4.4.1 Specific housing areas within settlements are in need of upgrading to improve the quality of the environment within these residential areas and provide a pleasant setting to live in. The designation of Residential Amenity Improvement Action Areas identifies such areas where opportunities exist for public sector intervention, investment and assistance ( e.g. special grants, soft loans schemes, tax rebates) with the aim of introducing improvements with regard to traffic management, embellishment schemes, recreational areas as well as rehabilitation schemes. Some of these areas include the traditional parts of certain towns and villages as well as housing estates. This policy is designed to draw attention to these areas and, subject to acceptance by Government, seek a range of fiscal as well as planning measures to ensure that their improvement is put in hand. Measures could include: tax rebates or exemption on specified repair works; direct grants for certain repairs; 'soft loans' for adaptation or improvement works. In addition to such measures Local Councils are encouraged to develop initiatives towards the improvement of such areas.

## **SMHO 02**

## **Residential Areas and Residential Priority Areas**

The Local Plan designates Residential Areas (RAs) and/or Residential Priority Areas (RPAs) as shown on the relevant Policy Maps.

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

- i. A mix of Class 1 (Use Classes Order, 1994) terraced residential development as detailed in the DC 2005, Part 3, and in accordance with the specific zoning conditions indicated in the same guidance, unless otherwise stated by a policy in this Local Plan;
- ii. Class 2 (Use Classes Order, 1994) residential institutions, provided that:
  - they are of a small scale and do not create adverse impacts on the residential amenity of the area;

- Class 2 (a) institutions are located in close proximity to a town or local centre; and,
  - Class 2 (b) nursing homes and clinics are easily accessible from the arterial and distributor road network.
- iii. Class 3 (Use Classes Order, 1994) hostels provided that these uses are in accordance with all other relevant Local Plan policies.
- iv. Class 4 (Use Classes Order, 1994) small shops provided that:
- the small shops (of any nature) are not to exceed a total floor area of 50 m<sup>2</sup> each, and convenience shops are not to exceed a total floor area of 75 m<sup>2</sup> each;
  - they comply with all the provisions of paras. 1.4.16 to 1.4.18 of the Interim Retail Planning Guidelines (2003); and
  - they comply with any relevant section of the DC2005 (design, access, amenity, etc.).
- v. Supermarkets provided that they comply with all the provisions of Policy SMCM 07.
- vi. Class 5 (Use Classes Order, 1994) offices provided that:
- the floorspace does not exceed 75 m<sup>2</sup>;
  - they do not unacceptably exacerbate parking problems in a residential street that already has an acute under provision of parking spaces for residents; and,
  - they comply with any relevant section of the DC 2005 (design, access, amenity, etc.).
- vii. Classes 7 and 9 (Use Classes Order, 1994) non-residential institutions, swimming bath or pool, skating rink, health club, sauna, sports hall, other indoor or outdoor land based sports or recreation uses not involving motorised vehicles or firearms, and interpretation centres, provided the facility:
- is of a small scale and does not create adverse impacts on the residential amenity of the area;
  - is located on land already occupied by buildings and will replace these buildings provided they are not worthy of retention due to their historic/architectural merit and/or their contribution to the character of the area, unless land is specifically allocated for the facility by this Local Plan; and,
  - the immediate surroundings of the site are already of a mixed use character.
- viii. Class 8 (Use Classes Order, 1994) educational facilities, provided that access and the character of the area are taken into account and are deemed adequate by MEPA to allow the safe and neighbour compatible use of such facilities.
- ix. Class 11 (Use Classes Order, 1994) business and light industry provided that:
- The gross floor area of the premises does not exceed 50 m<sup>2</sup> (including storage of materials and/or finished products);
  - The activity conducted within the premises does not use heavy duty and/or noisy electrical/mechanical (including pneumatic) equipment, and equipment which requires a 3 phase electricity supply;
  - The activity conducted within the premises does not entail extensive and/or prolonged use of percussion hand tools (eg. Hammers, mallets etc);
  - The activity employs less than 5 people; and
  - The activity conducted within the premises does not inherently entail the generation of combustion, chemical or particulate by products.

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

Proposals to convert from existing Class 12 (Use Classes Order, 1994) general industry to Class 11 (Use Classes Order, 1994) business and light industry within designated Residential Areas shall only be considered acceptable by MEPA if all the

conditions listed above are adhered to, and provided that it can be proven that the Class 12 Use (general industry) operation is a permitted one and the Class 11 Use (business and light industry) operation is actually more neighbourhood compatible than the Class 12 Use operation it intends to replace.

- x. Taxi Business or for the hire of motor vehicles as per para. 6.15 of DC 2005.

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

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

- i. A mix of Class 1 (Use Classes Order, 1994) terrace houses, maisonettes and flats on sites zoned in the relative Area Policy Maps for these specific forms of residential development. This development is to be in accordance with the relevant conditions as detailed in the DC2005, Part 3, unless otherwise stated by a policy in this Local Plan.
- ii. A mix of Class 1 (Use Classes Order, 1994) detached and semi-detached dwellings on sites zoned in the relative Area Policy Maps for these specific forms of residential development. This development is to be in accordance with the relevant conditions as detailed in the DC 2005, Part 3, unless otherwise stated by a policy in this Local Plan.
- iii. Class 5 (Use Classes Order, 1994) offices provided that all the provisions in point vi above with regard to Residential Areas are adhered to.

In the Residential Areas of Kirkop, including Residential Priority Areas and Xghajra no dwelling unit will be permitted having a net floor area less than 120 m<sup>2</sup>. However, where proposals will result in the creation of more than two units on the same footprint, smaller units may be permitted provided that the difference between the built footprint and the 120 m<sup>2</sup> is left as open space in addition to the statutory side cartilage or back/front garden as the case may be. The additional open space shall be secured by a planning obligation.

- 4.4.2 This policy seeks to safeguard the residential amenity within the localities in the plan area, whilst offering an opportunity for specific developments which would enhance and complement the residential use without creating adverse impacts. The range of activities at ground floor level tends to be a mix of uses and includes shops and offices, mostly of a local scale and serving local needs. The policy specifically excludes land-uses that are deemed to be incompatible with Residential Areas due to their nature and scale of activity, such as bad neighbour industrial uses. In this regard, acceptable light industrial uses in residential areas shall only include very low impact industrial activities such as electronic repair, servicing and maintenance as well as handcrafts that do not inherently require the use of electrical machinery, especially those related to textiles. Activities which require the extensive use of manual percussive tools (eg. Hammers, mallets etc) are not deemed compatible with residential areas..
- 4.4.3 Residential Priority Areas (RPAs) refer to specific residential areas which are characterised by distinct building types (e.g. villa and bungalow development) or a quality urban area which is distinct from the rest of the urban area within the locality particularly with respect to building design (semi-detached/detached dwellings), lower densities (villa areas) or clusters of buildings exhibiting special characteristics. These specific characteristics enhance the residential function of these areas and this policy seeks to protect this quality aspect by not permitting uses which may significantly affect the residential nature of such areas.

led



Annex 4

Permess tal-ippjanar PA/04849/05

— Full Development Permission —

Documents : PA 4849/05/1B/25A

Planning Authority hereby grants development permission in accordance with the application and plans described above, subject to the following conditions:

1 - a) This development permission is valid for a period of FIVE YEARS from the date of this notice but will cease to be valid if the development is not completed by the end of this five year period.

b) It should be noted that a third party may have the right of appeal against this permission. Any development which is carried out when such an appeal has been made, or until the time limit for the submission of such an appeal has expired, is undertaken at the risk that this permission may be revoked by the Planning Appeals Board or quashed by the Court of Appeal.

c) 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.

d) All works shall be carried out strictly in accordance with the approved plans and the conditions of this permission. Where a matter is not specified on the plans then the conditions of this permission and of Development Control Policy and Design Guidance shall take precedence and modify the plans accordingly.

e) All building works shall be erected in accordance with the official alignment and proposed/existing finished road levels as set out on site by the Malta Environment & Planning Authority's Land Surveyor. The Setting Out Request Notice must be returned to the Land Survey Unit of the Malta Environment & Planning Authority when the setting out of the alignment and levels is required.

f) Before any part of the development hereby permitted commences, the enclosed green copy of the Development Permit 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 permit 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 the Malta Environment & Planning Authority so that it is received at least five days prior to the commencement of the development hereby permitted.

h) Copies of all approved plans and elevations shall be available for inspection on site by Malta Environment & Planning Authority staff at all reasonable times.



i) Where the street bordering the site is unopened, it shall be opened up prior to the commencement of the building operations hereby permitted.

j) Work shall not commence on the construction (including excavation), alteration or demolition of the building until a covered way or a fence, boarding or barricade has been constructed as follows

A Where the construction or demolition activity is located **less than 2 metres from a public way used by pedestrians** a covered way shall be provided (unless the work is carried out within a solid enclosure; site work conditions are more than 2 metres from a public way used by pedestrians, or the work duration does not exceed 5 days).

This covered way shall

- (i) have a clear height of not less than 2.5 metres;
- (ii) have a clear width of not less than 1.5 metres or the width of the public way whichever is the lesser;
- (iii) be designed and constructed to safely support all loads that may be reasonably be expected to be applied to it;
- (iv) have a weather tight roof sloped towards the site or if flat be equipped with a splash board not less than 300mm high on the road side;
- (v) be totally enclosed on the site side with an enclosure having a reasonably smooth surface facing the public way;
- (vi) have a railing 1 metre high on the road side where the covered way is supported by posts on the road side, and
- (vii) be adequately lighted between sunset and sunrise.

B Where the construction or demolition activity is located **2 metres or more from a public way used by pedestrians**, a strongly constructed hoarding, boarding or barricade shall be erected between the site and the public way or open sides of a construction site, and the hoarding, boarding or barricade shall

- (i) be not less than 1.8 metres high;
- (ii) have a reasonably smooth surface facing the public way;
- (ii) be without openings, except those required for access.

Access openings shall be equipped with solid gates which shall be kept closed and locked when the site is unattended and shall be maintained in place until completion of the construction or demolition activity.

Authorisation for these arrangements must be obtained from the Local Council.

k) No building material, waste material, machinery or plant shall obstruct the pavement or the smooth flow of traffic on the road in the vicinity of the site. The deposit of materials or the placing of equipment in the street must be authorised.

l) Any soil on the site shall not be built over but shall be collected for reuse. A permit from the Director of Agriculture is required to remove the soil from the site. All soil shall be deposited at the place indicated by the Director of Agriculture.

m) Rock spoil, boulders and other waste materials resulting from excavations or from demolition on this site shall be deposited at an official waste disposal site or used as fill

material. If waste materials from the development are not to be reused, they shall not be disposed of other than at an official waste disposal site. A permit from the Environmental Protection Directorate is required to this effect.

n) The height of the building shall not exceed both the permitted number of 3 floors (plus the underlying semi-basement of not more than 2m above finished road level, and the overlying penthouse) and the maximum allowable height of 14 metres measured from the highest street level.

o) The facade of the building shall be constructed in local stone, except where other materials, finishes and colours are indicated on the approved plans and drawings.

p) The gate, apertures and balconies shall not be constructed of gold, silver or bronze aluminium.

q) A water cistern with a volume in cubic metres of 30% of the total roof area (in square metres) of the building(s) shall be constructed to store rainwater run-off from the built-up area of the development. This cistern shall be completed and available for use prior to the development hereby permitted being first brought into use.

r) The development hereby permitted shall not be brought into use until the Final Compliance (Completion) Certificate, certifying that the development has been carried out in full accordance with the plans approved by this permission and with the other conditions imposed in this permission, has been issued by the Malta Environment & Planning Authority.

s) The permit is issued on condition that, where applicable, any excavation shall be subject to the requirements of the Civil Code regarding neighbouring tenements.

2 - The garage shall only be used for the parking of private cars and they shall be kept available at all times for this purpose.

3 - The ramp leading down to the underlying semi-basement garage shall at no point be steeper than 1:5. The ramp shall be so formed that it does not encroach onto the pavement.

4 - A gate (with railings) is to be installed at the head of the ramp leading to the semi-basement garages.

5 - Any gates shall be so fitted that they do not open outwards over the pavement.

6 - The balconies shall not project more than 1 metres from the facade of the building.

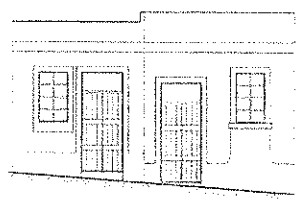
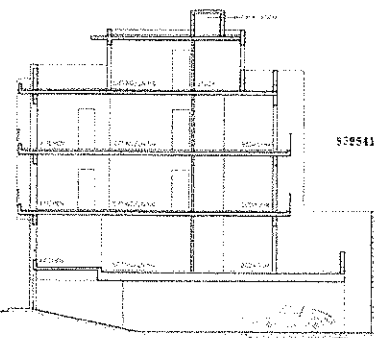
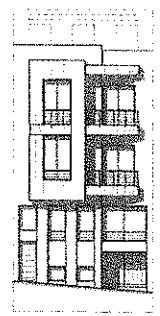
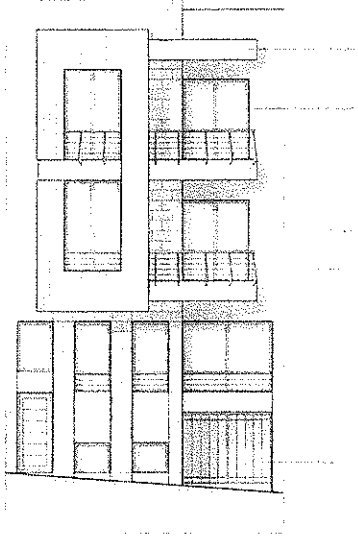
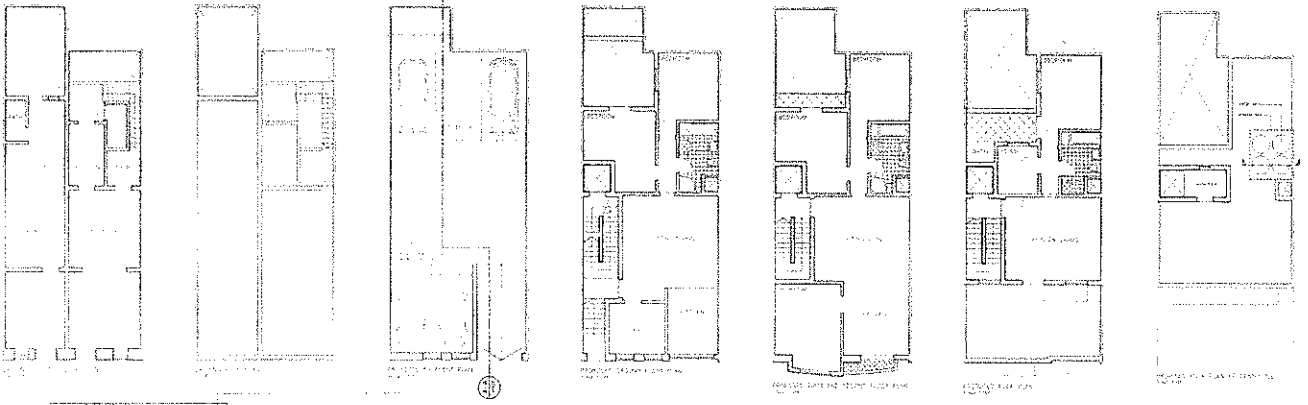
7 - The balconies shall be located so that their side outer face is at least 1 metres away from the outer face of the party wall nearest to the balconies.

8 - Air conditioning units shall not be located on the facades of the building which are visible from a public space. Any such units located at roof level shall be set back from the facade by at least 1 metre.

9 - All services located on the roof of the penthouse and stairwell 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 penthouse/stairwell structures.

10 - Adequate measures shall be taken to ensure that the vehicles leaving the site/engaged in the construction works do not deposit mud or other materials on the public highway.

A number of additional conditions, standard at the time of issue of the permission, would also have been imposed in the original permission. It would have included conditions such as (but not limited to): Permit is granted saving third party rights. The applicant is not excused from obtaining any other permission required by law.



<b>S</b> <b>Sergio Fonseca</b> ARQUITECTO DE PROFESION C.O.A. 12.017		COORDINACION DE SERVICIOS PROFESIONALES	
C.O.A. 12.017	4202	4.04	M. GONZALEZ ENRIQUE
1.001.01	AS. SERGIO	4	L. RAMONDO S. FERRER



Annex 5

Kuntratti ta' xiri tal-beni mmozzbi

Vertical text on the left margin, likely a page number or header, appearing as '107'.

Ilum hdax (11) ta' Gunju tas-sena  
elfejn u disgha (2009).

Att Nru:

109

Quddiem **NUTAR DOTTOR REUBEN**

**DEBONO** qeghdin jidhru personalment wara li vverifikajt l-  
identita' taghom permezz tad-dokumenti ufficjali hawn taht  
indikati:

Bejgh

Insinwat:  
9501/2009  
(23.06.2009)

Mill-ewwel parti:

**GEORGE MUSCAT**, benestant, iben  
Anthony u Giorgia nee' Debattista, imwieled u residenti Hal  
Qormi, ghandu l-karta ta' l-identita' 429749(M) li qed jidher fuq  
dan il-kuntratt ghan-nom tieghu proprio u ta' martu  
**JOSEPHINE MUSCAT**, bint il-mejjet Giovanni Baldacchino u  
Giovanna nee' Cassar, imwiolda u residenti Hal Qormi karta ta'  
l-identita' bin-numru 582758(M) kif debitament awtorizzat in  
forza ta' prokura annessa ma' att tan-Nutar Pierre Cassar fil-  
hamsa u ghoxrin (25) ta' Ottubru tas-sena elf disa' mija u sebgha  
u disghajn (1997), aktar `il quddiem imsejhin "il-vendituri"

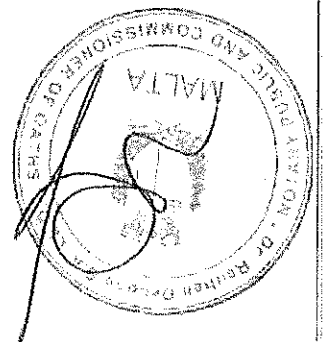
Vol I:  
8842/2009  
(GPP)

Mit-tieni parti:

**JONATHAN PACE**, self-employed u  
guvni, iben John u Doris nee' Azzopardi imwieled Pieta' u  
residenti Bormla, ghandu l-karta ta' l-identita' bin-numru  
277083(M), aktar `il-quddiem imsejjah "l-kompratur".

U ghalhekk bis-sabha ta' dana l-att, il-  
vendituri qieghdin ibiegghu, icedu, jassenjaw u jittrasferixxu lill-  
kompratur li qieghed jaccetta, jixtri u jakkwista:

**L-Appartament internament immarkat bin-numru wighed  
(1) li jinsab fl-ewwel sular (ground floor level) u formanti  
parti minn kumpless ta' bini qabel bla isem u issa bl-isem ta'  
Waveline Complex, fi Triq il-Knisja, fix-Xaghjra gewwa Haz  
Zabbar sottopost ghall-proprjeta' tal-vendituri jew l-avventi  
kawza minnhom, hieles minn kull hlas ta' cens, bid-drittijiet u l-  
pertinenzi kollha tieghu kif rah u accettah il-kompratur.**



Dan l-appartament jgawdi u huwa soggett ghal dawk is-servitujiet inerenti mill-posizzjoni relattiva tieghu gewwa blokk ta' bini li jinkludu fost ohrajn il-passagg ta' pajpijiet tal-ilma, drenagg u kif ukoll is-servizzi li huma komuni mal-proprjetajiet sovrastanti. Inkluz f'dan il-bejgh hemm d-dritt ta' uzu gratwit, mhux interrot, u in perpetwu trasferibbli li terzi 'ad infinitum' tal-partijiet kollha intizi ghall-uzu komuni, u liema dritt ta' uzu jitgawda in komun ma' l-appartamenti u l-fondi l-ohra fil-blokk, bid-dritt ta' access ghal fuq il-bejt limitat biss ghal installazzjoni u manutenzjoni ta' tank tal-ilma ta' mhux aktar minn hames mitt litru (500lt) fuq l-ghola bejt tal-blokk u ghall-installazzjoni u manutenzjoni ta' satellite dish komuni.

Dan l-appartament in vendita jifforma parti minn blokk akbar ta' bini konsistenti f'appartamenti u penthouse li gie zviluppat mill-Vendituri fuq is-sit gia okkupat mill-fond urban bin-numru ufficjali mija u erbgha u ghoxrin (124) u l-fond urban bin-numru ufficjali mija u tnejn u ghoxrin (122), fi Triq il-Knisja, Xghajra limiti ta' Haz Zabbar.


L-Appartament in vendita huwa muri ahjar bil-kulur ahdar fuq il-pjanta hawn annessa u markata ittra "Z".

Dan il-bejgh qieghed isir u jigi accettat taht is-segwenti pattijiet u kundizzjonijiet miftiehna bejn il-partijiet:

- 1) Versu l-prezz pattwit ta' **disgha u sebghin elf mija u tmienja u disghin Ewro (€79,198)** u presentament il-kompratur qieghed ihallas is-somma ta' disgha u sebghin elf mija u tmienja u disghin Ewro(€79,198) a saldu tal-prezz intier direttament lill-vendituri li jaccettaw u jhallu d-debita ricevuta skond il-ligi.
- 2) Il-vendituri jigarantixxu l-pacifiku pussess u godiment reali tal-proprjeta' hawn trasferita b'Ipoteka Generali fuq il-beni kollha taghhom, prezenti u futuri, favur il-kompratur accettanti.

- 100
- 3) Il-vendituri jiggarrantixxu li l-propjeta` in vendita hija hielsa minn kull litigazzjoni, u minn kull ipoteka/dejn u hielsa minn drittijiet reali u/jew personali favur terzi salv dawk is-servitujiet naxxenti mill-posizzjoni relattiva tal-appartament u, kif ukoll li l-propjeta` hija hielsa minn kull inkwilinat jew pussess minn terzi persuni u ghaldaqstant qieghed jigi trasferit bil-pussess battal garantit.
  - 4) Il-vendituri jiggarrantixxu illi ma hemm l-ebda *expropriation* u/jew *requisition order* fuq il-propjeta` in vendita.
  - 5) Il-propjeta` qed tinbiegh kif rah u accettah l-kompratur.
  - 6) Il-vendituri jiggarrantixxu li l-propjeta` in vendita hija mibnija bis-sena bl-arti u bil-permessi kollha validi kif mahruga mill-MEPA.
  - 7) Road, drainage u asphaltting contributions huma mhallsa.
  - 8) Appoggi l-kompratur la jhallas u lanqas jithallas taghhom.
  - 9) Partijiet komuni ma jistghux jigu ngombrati.
  - 10) Ma jistax isir tibdil strutturali minghajr supervizjoni ta' perit.
  - 11) Il-propjeta` qeghda tinbiegh bil-komun tal-blokka lest u kif ukoll bil-bieb ta' barra .
  - 12) Id-drittijiet u l-ispejjez tal-kuntratt jithallsu skond il-ligi. Filwaqt li kull parti thallas it-taxxi relattiva taghha.

Ghall-fini ta' l-Att numru sbatax (XVII) dwar it-taxxa fuq id-Dokumenti u Trasferimenti tas-sena elf disa' mija tlieta u disghin (1993) qieghed jigi hawn iddikjarat illi l-appartament in vendita jiffirma parti minn blokk akbar ta' bini li gie zviluppat mill-Vendituri fuq is-sit gia okkupat mill-fond





urban bin-numru ufficjali mija u erbgha u ghoxrin (124) gewwa Xaghra limiti ta' Haz Zabbar liberu u frank bi drittijiet u l-pertinenzi kollha tieghu u s-sit okkupat mill-fond urban bin-numru ufficjali mija u tnejn u ghoxrin (122) fi Triq il-Knisja, Xghara limiti ta' Haz Zabbar illum liberu u frank u qabel kif soggett ghar-rata tieghu tlett Euros u disgha u erbghin centezmi (€3.49) fis-sena, qabel ta' lira u hamsin centezmi (Lm1.50) fis-sena, parti minn cens perpetwu ta' xi sittax 'l Ewro wiehed u tletin centezmi (€16.31) qabel ta' xi sebgha Liri Maltin (LM7.00) fis-sena, impost fuq dan il-fond u fondi ohra minn kull haga ohra liberu u frank bi drittijiet u l-pertinenzi kollha tieghu.

Illi l-fond bin-numru ufficjali mija u erbgha u ghoxrin (124) gie akkwistat mill-vendituri mill-poter ta' Alfred Cassar permezz ta' kuntratt ta' self u bejgh fl-atti tan-Nutar Dottor Antoine Agius tat-tlettax ta' Jannar tas-sena elfejn u sitta (2006).

Originarjament Alfred Cassar akkwista l-proprjeta fi zwieg tieghu ma' Martu li kien jisimha Agnes sive Inez Cassar fl-ghoxrin ta' April tas-sena elf disa' mija u erbgha u hamsin (20/04/1954) b'kuntratt fl-atti tan-Nutar Dottor John Micallef Trigona kif suggett ghac-cens annwu u perpetwu. Iccens gie mifdi b'kuntratt fl-atti tan-Nutar Dottor George Cassar datat it-tmienja ta' Ottubru tas-sena elf disa' mija u erbgha u sittin (08/10/1964). L-imsemmija Agnes sive Inez Cassar mietet fil-hmistax ta' April tas-sena elf disa' mija u tnejn u sebghin (15/04/1972). Ghalhekk wirtu wlieda li jisimhom Raphel, Maria Lourdes mart Arthur Galea, Joseph and Anton ahwa Cassar., Alfred Cassar gie assenjat l-imsemmi fond permezz ta' kuntratt ta' divizjoni fl-atti tan-Nutar dottor Carmelo Lia datat l-ghoxrin ta' Dicembru tas-sena elf disa' mija u tmienja u sebghin (20/12/1978).

Illi l-fond numru mija u tnejn u ghoxrin (122) gie akkwistat mill-vendituri mill-poter ta' Emanuel u Josephine konjugi Calleja fl-atti tan-Nutar Dottor Antoine Agius

tal-erbatax ta' Gunju tas-sena elfejn u hamsa (14/06/2005)(Ins. 11430/2005).

Minn naha l-ohra il-konjugi Emanuel u Josephine Calleja kienu akkwistaw il-fond mill-poter ta' Vincent u Mary Grace Abela in forza ta' kuntratt ppublikat minn Nutar Ivan Barbara fl-erbgha ta' Marzu tas-sena elfejn u hamsa (04/03/2005)(Ins. 3795/05).

Vincent u Mary Grace Abela akkwistaw il-fond mill-poter ta' Martin Debono in forza tal-kuntratt ta' bejgh fl-atti tan-Nutar Herbert Cassar tas-sbatax ta' Awissu tas-sena elf disa' mija u disgha u disghin (17/08/1999) (Ins. 15589/1999).

Martin Debono akkwista b'titolu ta' donazzjoni minghand missieru Carmel Debono permezz ta' atti fl-atti tan-Nutar Heerbert Cassar tal-ghaxra ta' Marzu tas-sena elf disgha mija u disgha u disghin (10/03/1999) (Ins. 10,984/1999).

Originarjament il-fond kien jappartjeni lill-komunjoni tal-akkwisti gja ezistenti bejn Carmelo Debono bin Giuseppe, u Carmela nee' Degabriele, il-genituri ta' l-imsemmi Carmel Debono.

Carmela Debono mietet fit-tmintax ta' Novembru tas-sena elf disa mija u tmienja u hamsin (18/11/1958) u cioe aktar minn ghoxrin sena ilu, fil-waqt li Carmelo Debono miet fit-tmintax ta' Ottubru tas-sena elf disa' mija u sebgha u disghin (18/10/1997) u l-wirt tieghu kien dikjarat fil-kuntratt ta' dikjarazzjoni ta' trasferiment causa mortis ppublikat fl-atti tan-Nutar Herbert Cassar tal-hmistax ta' April tas-sena elf disgha mija u tmienja u disghin (15/04/1998) kif korrett b'kuntratt iehor fl-atti tal-istess nutar tat-tmienja u ghoxrin ta' Lulju tas-sena elf disa' mija disgha u disghin (28/07/1999).

In forza ta' testament magħmul minn Carmelo Debono fl-atti tan-Nutar Dottor George Cassar tal-hdax ta' Frar elf disa' mija erbgha u disghin (11/02/1994), l-imsemmi Carmelo Debono halla b'titolu ta' legat favur ibnu Carmel Debono t-terran numru disgha u tmenin (89), Xghajra street, Xghajra, limit ta' Haz-Zabbar, bl-arja libera tieghu li fil-fatt huwa l-fond numru mija tnejn u ghoxrin (122) fi Triq il-Knisja Xghajra fejn iddikjara illi qieghed jagħmel legato di cosa atrui peress illi dan il-fond kien jappartjeni lill-komunjoni tal-akkwisti gja ezistenti bejnu u l-mejta martu Carmela Debono.

Bl-stess att ippublikat fl-atti tan-Nutar Herbert Cassar tal-hmistax ta' April tas-sena elf disa' mija tmienja u disghin (15/04/1998), l-unika eredi ta' Carmelo Debono, Teresa Azzopardi immittiet lil Carmel Debono fil-pussess shih tal-legat tat-terran fuq deskritt, kif korrett bl-istess kuntratt tal-istess nutar Cassar tat-tmieja u ghoxrin ta' Lulju tas-sena elf disa' mija u disgha u disghin (28/07/1999).

Carmel Debono akkwista mill-poter ta' Giuseppe Magri l-fond in forza ta' kuntrat datat is-sebgha ta' Mejju tas-sena elf disa' mija u tliet u erbghin fl-atti tan-Nutar V. Bisazza. (Ins. 1178/1943)

Illi permezz ta' cedola bin-numru sitt mija u hamsa u erbghin tas-sena elfejn u disgha (C. 645/2009), il-vendituri fdew ic-cens relativ hawn fuq imsemmi kif kien impost fuq il-fond mija u tnejn u ghoxrin (122).

U ghalhekk qieghed jigi hawn iddikjarat illi dan l-att mhux imponibbli skond il-ligi.

Ghall-fini ta' Kapitlu mitejn sitta u erbghin (246) tal-Ligijiet ta' Malta il-kumpratur jiddikjara illi huwa jikkwalifika li jakkwista il-proprjeta' li qieghda tigi trasferita aktar 'il fuq minghajr il-bzonn ta' permess ta' l-akkwist ta' proprjeta' immobbli minn persuni mhux residenti u li huwa jiddikjara illi huwa residenti cittadina ta' l-Unjoni Ewropea u li ghex f'Malta ghal perjodu kontinwu matul hajtu ta' hames snin.

Din id-dikjarazzjoni qiegħda sir wara li n-Nutar sottofirmat spjegajtlu l-importanza tad-dina dikjarazzjoni tieghu skond il-Ligi.

Qiegħed jigi hawn iddikjarat illi l-imsemmija proprjeta' immobbli *in vendita ma* taqa f'*Land Registration Area* u lanqas ma giet volontarjament registrata.

Għall-fini ta' l-Att numru sbatax (XVII) tal-ligijiet ta' Malta tas-sena elf disa' mija tlieta u disghin (1993) qiegħed jigi hawn iddikjarat illi taxxa dovuta fuq dan l-att tammonta għas-somma ta' tlett elef disgha mija u disgha u sebghin Ewro (€3,960) li minnhom il-kompratur diga' hallas qabel illum is-somma ta' sebgha mija u wiehed u disghin Ewro (€791) bhala taxxa provizorja kif jidher mill-annessura ricevuta markata bhala dokument ittra 'B', u l-bilanc ta' taxxa dovuta mill-kompratur tammonta għas-somma ta' tlett elef mija u disgha u sittin Ewro (€3,169) .

Għall-fini ta' l-Att numru tmintax (XVIII) tal-Ligijiet ta' Malta tas-sena elf disa' mija tlieta u disghin (1993) qiegħed jigi hawn iddikjarat illi t-taxxa kapitali dovuta mill-vendituri fuq dan l-att tammonta għall-hamest elef hames mija u tlieta u erbghin Ewro u sitta u tmenin centezmi (€5,543.86) peress illi l-vendituri m'ilhomx aktar minn hames snin (5) illi akkwistaw l-proprjeta'.

Għal kull buon fini u effetti tal-ligi jigi dikjarat mill-partijiet, wara li jiena Nutar sottofirmat fehemthom sewwa l-importanza ta' tali dikjarazzjoni skond il-ligi, illi l-valur fuq imsemmi għall-proprjeta' hawn trasferita, huwa valur għust u reali.

Għall-finijiet ta' subartikolu tnax (12) ta' l-Artikolu hamsa ittra "A" (5A) tal-Kapitolu numru mija u tlieta u għoxrin (123) tal-Ligijiet ta' Malta dwar it-Taxxa fuq il-Qliegħ, il-partijiet jiddikjaraw, wara li jiena Nutar sottofirmat fehemthom sewwa bl-importanza ta' tali dikjarazzjoni skond il-

ligi f'Malta illi huma f'dana l-att ddikjaraw l-fatti kollha li jiddeterminaw jekk it-trasferiment hux wiehed li japplika ghalih l-Artikolu hamsa ittra "A" (5A) u l-fatti kollha li huma relevanti sabiex jigi kkaikulat il-valur tat-taxxa li trid tithallas jew xi ezenzjoni taghha, inkluz il-valur reali tal-proprjeta li fl-opinjoni taghhom huwa l-valur kummerjali ta' l-istess proprjeta; U inoltre' il-partijiet qed jezentaw lin-Nutar sottofirmat minn kwalsiasi responsabilita' dwar il-metodu u l-hlas tat-taxxi relativi ma' dan l-att sia fuq l-att imsemmi kif ukoll wara li jiena Nutar sottofirmat fehemthom sewwa l-effetti u l-konsegwenzi ta' tali ezenzjoni.

Dana l-att gie maghmul, moqri u ppubblikat wara li l-kontenut tieghu gie debitament spjegat skond il-ligi, f'Malta, Belt Valletta, Saint George's Square, fl-ufficju tal-Bank of Valletta, numru wiehed zbarra hamsa (1/5).

FIRMATI: J. Pace  
George Muscat

**REUBEN DEBONO**  
**NUTAR PUBBLIKU, MALTA.**

*Reuben Debono*



Illum wiehed u ghoxrin (21) ta' Marzu tas-sena elfejn u  
hdax (2011).

Att Nru: 124

116

Quddiemi NUTAR DOTTOR

Bejgh

REUBEN DEBONO qeghdin jidhru personalment wara li  
vverifikajt l-identita' tagghom permezz tad-dokumenti  
ufficjali hawn taht indikati:

Insinwat:  
05.04.2011

Mill-ewwel parti:

Vol I:  
4584/2011  
(GPP)

GEORGE MUSCAT, benestant, iben

Anthony u Giorgia nee` Debattista, imwieled u residenti  
Hal Qormi, ghandu l-karta ta' l-identita` 429749(M) li qed  
jidher fuq dan il-kuntratt ghan-nom tieghu proprio u ta'  
martu JOSEPHINE MUSCAT, bint il-mejjet Giovanni  
Baldacchino u Giovanna nee' Cassar, imwielda u residenti  
Hal Qormi karta ta' l-identita` bin-numru 582758(M) kif  
debitament awtorizzat in forza ta' prokura annessa ma' att  
tan-Nutar Pierre Cassar fil-hamsa u ghoxrin (25) ta'  
Ottubru tas-sena elf disa' mija u sebgha u disghajn (1997),  
aktar `il quddiem imsejhin "il-vendituri"

Mit-tieni parti:

JONATHAN PACE, self-employed u,

iben John u Doris nee` Azzopardi imwieled Pieta' u  
residenti Zejtun, ghandu l-karta ta' l-identita` bin-numru  
277083(M) u martu MELANIE PACE, bint Emanuel  
Bondin u Rita nee' Montebello imwielda Pieta u residenti  
Zejtun, bil-karta tal-identita numru 650082M, ndaqs u  
ndivizament bejniethom, aktar `il-quddiem jissejhu "l-  
kompraturi".



U ghalhekk bis-sahha ta' dana l-att

il-vendituri qiegħdin ibieghu, icedu, jassenjaw u jittrasferixxu lill-kompraturi li qiegħdin jaccettaw, jixtru u jakkwistaw:

(a) Il-Flat internament immarkat bin-numru tnejn (2), li jinsab fit-tieni sular (first floor level) u sovrappost għal flat internament immarkat numru wiehed (1) li jinsab fl-ewwel sular digħa' proprjeta tal-komparenti Jonathan Pace;

(b) Il-Flat internament immarkat bin-numru tlieta (3), li jinsab fit-tielet sular (second floor level);

(c) u l-Penthouse internament immarkata bin-numru erbgħa (4) li tinsab fir-raba sular (third floor level) bl-arja libera tagħha *usque ad coelum*;

Lkoll formanti parti minn kumpless ta' bini bl-isem "Waveline", għewwa Triq il-Knisja, Xaghjra għewwa Haz Zabbar, bla cens, bid-drittijiet u pertinenzi kollha tagħhom.

Inkluz ma dawn il-proprjetajiet hemm ukoll il-partijiet komuni kollha fil-blokka.

Dawn l-appartamenti u l-penthouse imsemmija igawdu u huma soggetti għal dawk is-servitujiet inerenti mill-posizzjoni relattiva tagħhom għewwa blokk ta' bini li jinkludu fost ohrajn il-passagg ta' pajpijiet tal-ilma, drenagg u kif ukoll is-servizzi li huma komuni mal-proprjetajiet sovrastanti u sottostanti.

Dawn l-appartamenti u l-penthouse in vendita jiffurmaw parti minn blokk akbar ta' bini konsistenti f'appartamenti

u penthouse li gie zviluppat mill-Vendituri fuq is-sit gia okkupat mill-fond urban bin-numru ufficjali mija u erbgħa u ghoxrin (124) u l-fond urban bin-numru ufficjali mija u tnejn u ghoxrin (122), fi Triq il-Knisja, Xghajra limiti ta' Haz Zabbar.

L-Appartamenti in vendita huma muriġa ahjar bil-kulur ahdar fuq il-pjanta hawn annessa u mmarkata ittra "A" u l-front elevation plan hawn annessa u mmarkata ittra "B".

Dan il-bejgh qiegħed isir u jigi accettat taħt is-segwenti pattijiet u kundizzjonijiet miftiehma bejn il-partijiet:

- 1) Versu l-prezz pattwit ta' mitejn u tletin elf Ewro (€230,000) u presentament il-kompraturi qegħdin ihallsu is-somma ta' mitejn u tletin elf Ewro (€230,000) direttament lill-vendituri, li jaccettaw u jhallu d-debita ricevuta a saldu tal-prezz intier skond il-ligi fuq dana l-Att.
- 2) Il-vendituri jggarantixxu l-pacifiku pussess u godiment reali tal-propjeta' hawn trasferita b'Ipoteka Generali fuq il-beni kollha tagħhom, prezenti u futuri, favur il-kompraturi accettanti.
- 3) Il-vendituri jggarantixxu li l-propjeta' kollha in vendita hija hielsa minn kull litigazzjoni, u minn kull ipoteka/dejn u hielsa minn drittijiet reali u/jew personali favur terzi salv dawk is-servitujiet naxxenti mill-posizzjoni relattiva tal-appartamenti u l-penthouse in vendita u, kif ukoll li l-propjeta' hija hielsa minn kull inkwilinat jew





pussess minn terzi persuni u ghaldaqstant qiegħed jigi trasferit bil-pussess battal garantit.

4) Il-vendituri jiggarrantixxu illi ma hemm l-ebda *expropriation* u/jew *requisition order* fuq il-propjeta in vendita.

5) Il-propjeta` qed tinbiegh kif rah u accettah l-kompratur.

6) Il-vendituri jiggarrantixxu li l-propjeta` in vendita hija mibnija bis-sengħa bl-arti u skond il-permessi kollha validi kif mahruġa mill-MEPA.

7) Road, drainage u asphaltting contributions huma mħallsa.

8) Appoggi l-kompratur la jħallas u lanqas jithallas tagħhom.

9) Ma jistax isir tibdil strutturali mingħajr supervizjoni ta' perit.

10) Il-propjeta` qegħda tinbiegh bil-komun tal-blokka lest u kif ukoll bil-bieb ta' barra, hliet għall-lift li mhux ser jsir mill-Vendituri.

11) Id-drittijiet u l-ispejjez tal-kuntratt jithallsu skond il-ligi. Filwaqt li kull parti thallas it-taxxi relattiva tagħha.

Għall-fini ta' l-Att numru sbatax (XVII) dwar it-taxxa fuq id-Dokumenti u Trasferimenti tas-sena elf disa' mija tlieta u disghin (1993) qiegħed jigi hawn

iddikjarat illi l-proprjeta kollha *in vendita* jifforma parti minn blokk akbar ta' bini li gie zviluppat mill-Vendituri fuq is-sit gia okkupat mill-fond urban bin-numru ufficjali mija u erbgha u ghoxrin (124) gewwa Xaghra limiti ta' Haz Zabbar liberu u frank bi drittijiet u l-pertinenzi kollha tieghu u s-sit okkupat mill-fond urban bin-numru ufficjali mija u tnejn u ghoxrin (122) fi Triq il-Knisja, Xghara limiti ta' Haz Zabbar illum liberu u frank stante illi cens gie mifdi kif ser jintqal aktar 'il quddiem u qabel kif soggett ghar-rata tieghu tlett Euros u disgha u erbghin centezmi (€3.49) fis-sena, qabel ta' lira u hamsin centezmi (Lm1.50) fis-sena, parti minn cens perpetwu ta' xi sittax 'l Ewro wiehed u tletin centezmi (€16.31) qabel ta' xi sebgha Lira Maltin (LM7.00) fis-sena, impost fuq dan il-fond u fondi ohra minn kull haga ohra liberu u frank bi drittijiet u l-pertinenzi kollha tieghu.

Illi l-fond bin-numru ufficjali mija u erbgha u ghoxrin (124) gie akkwistat mill-vendituri mill-poter ta' Alfred Cassar permezz ta' kuntratt ta' self u bejgh fl-atti tan-Nutar Dottor Antoine Agius tat-tlettax ta' Jannar tas-sena elfejn u sitta (2006).

Originarjament Alfred Cassar akkwista l-proprjeta fi zwieg tieghu ma' Martu li kien jisimha Agnes sive Inez Cassar fl-ghoxrin ta' April tas-sena elf disa' mija u erbgha u hamsin (20/04/1954) b'kuntratt fl-atti tan-Nutar Dottor John Micallef Trigona kif suggett ghac-cens annwu u perpetwu. Ic-cens gie mifdi b'kuntratt fl-atti tan-Nutar Dottor George Cassar datat it-tmienja ta' Ottubru tas-sena elf disa' mija u erbgha u sittin (08/10/1964). L-imsemmija Agnes sive Inez Cassar mietet fil-hmistax ta' April tas-sena elf disa' mija u tnejn u



sebgħin (15/04/1972). Għalhekk wirtu wlieda li jisimhom Raphael, Maria Lourdes mart Arthur Galea, Joseph and Anton ahwa Cassar., Alfred Cassar gie assenjat l-imsemmi fond permezz ta' kuntratt ta' divizjoni fl-atti tan-Nutar dottor Carmelo Lia datat l-ghoxrin ta' Dicembru tas-sena elf disa' mija u tmienja u sebgħin (20/12/1978).

Illi l-fond numru mija u tnejn u ghoxrin (122) gie akkwistat mill-vendituri mill-poter ta' Emanuel u Josephine konjugi Calleja fl-atti tan-Nutar Dottor Antoine Agius tal-erbatax ta' Gunju tas-sena elfejn u hamsa (14/06/2005)(Ins. 11430/2005).

Minn naha l-ohra il-konjugi Emanuel u Josephine Calleja kienu akkwistaw il-fond mill-poter ta' Vincent u Mary Grace Abela in forza ta' kuntratt ppublikat minn Nutar Ivan Barbara fl-erbgha ta' Marzu tas-sena elfejn u hamsa (04/03/2005)(Ins. 3795/05).

Vincent u Mary Grace Abela akkwistaw il-fond mill-poter ta' Martin Debono in forza tal-kuntratt ta' bejgh fl-atti tan-Nutar Herbert Cassar tas-sbatax ta' Awissu tas-sena elf disa' mija u disgha u disghin (17/08/1999) (Ins. 15589/1999).

Martin Debono akkwista b'titolu ta' donazzjoni minghand missieru Carmel Debono permezz ta' att fl-atti tan-Nutar Herbert Cassar tal-ghaxra ta' Marzu tas-sena elf disgha mija u disgha u disghin (10/03/1999) (Ins. 10,984/1999).


Originarjament il-fond kien jappartjeni lill-komunjoni tal-akkwisti gja ezistenti bejn Carmelo

Debono bin Giuseppe, u Carmela nee' Degabriele, il-  
genituri ta' l-imsemmi Carmel Debono.

Carmela Debono mietet fit-tmintax ta'  
Novembru tas-sena elf disa mija u tmienja u hamsin  
(18/11/1958) u cioe aktar minn ghoxrin sena ilu, fil-waqt li  
Carmelo Debono mietet fit-tmintax ta' Ottubru tas-sena elf  
disa' mija u sebgha u disghin (18/10/1997) u l-wirt tieghu  
kien dikjarat fil-kuntratt ta' dikjarazzjoni ta' trasferiment  
causa mortis ppublikat fl-atti tan-Nutar Herbert Cassar tal-  
hmistax ta' April tas-sena elf disgha mija u tmienja u  
disghin (15/04/1998) kif korrett b'kuntratt iehor fl-atti tal-  
istess nutar tat-tmienja u ghoxrin ta' Lulju tas-sena elf disa'  
mija disgha u disghin (28/07/1999).

In forza ta' testament maghmul minn  
Carmelo Debono fl-atti tan-Nutar Dottor George Cassar  
tal-hdax ta' Frar elf disa' mija erbgha u disghin  
(11/02/1994), l-imsemmi Carmelo Debono halla b'titolu ta'  
legat favur ibnu Carmel Debono t-terran numru disgha u  
tmenin (89), Xghajra street, Xghajra, limit ta' Haz-Zabbar,  
bl-arja libera tieghu li fil-fatt huwa l-fond numru mija tnejn  
u ghoxrin (122) fi Triq il-Knisja Xghajra fejn iddikjara illi  
qieghed jaghmel legato di cosa atrui peress illi dan il-fond  
kien jappartjeni lill-komunjoni tal-akkwisti gja ezistenti  
bejnu u l-mejta martu Carmela Debono.

Bl-istess att ippublikat fl-atti tan-Nutar  
Herbert Cassar tal-hmistax ta' April tas-sena elf disa' mija  
tmienja u disghin (15/04/1998), l-unika eredi ta' Carmelo  
Debono, Teresa Azzopardi immittiet lil Carmel Debono fil-  
pussess shih tal-legat tat-terran fuq deskritt, kif korrett bl-  
istess kuntratt tal-istess nutar Cassar tat-tmienja u ghoxrin



ta' Lulju tas-sena elf disa' mija u disgha u disghin (28/07/1999).

Carmel Debono akkwista mill-poter ta' Giuseppe Magri l-fond in forza ta' kuntrat datat is-sebgha ta' Meju tas-sena elf disa' mija u tliet u erbghin fl-atti tan-Nutar V. Bisazza. (Ins. 1178/1943)

Illi permezz ta' cedola bin-numru sitt mija u hamsa u erbghin tas-sena elfejn u disgha (CE. 645/2009), il-vendituri fdew ic-cens relattiv hawn fuq imsemmi kif kien impost fuq il-fond mija u tnejn u ghoxrin (122).

U ghalhekk qieghed jigi hawn iddikjarat illi dan l-att mhux imponibbli skond il-ligi.

Ghall-fini ta' Kapitlu mitejn sitta u erbghin (246) tal-Ligijiet ta' Malta il-kumpraturi jiddikjaraw illi huma jikkwalifikaw li jakkwistaw il-proprjeta' li qieghda tigi trasferita aktar 'il fuq minghajr il-bzonn ta' permess ta' l-akkwist ta' proprjeta' immobbli minn persuni mhux residenti u li huma jiddikjaraw illi huma residenti cittadini ta' l-Unjoni Ewropea u li ghexu f'Malta ghal perjodu kontinwu matul hajjithom ta' hames snin. Din id-dikjarazzjoni qieghda sir wara li n-Nutar sottofirmat spjegajtilhom l-importanza tad-dina dikjarazzjoni taghhom skond il-Ligi.

Qieghed jigi hawn iddikjarat illi l-imsemmija proprjeta' immobbli *in vendita ma taqa f'Land Registration Area* u lanqas ma giet volontarjament registrata.

Ghall-fini ta' l-Att numru sbatax (XVII) tal-ligijiet ta' Malta tas-sena elf disa' mija tlieta u disghin (1993) qieghed jigi hawn iddikjarat illi taxxa dovuta fuq dan l-att tammonta ghas-somma ta' hdax -il elf u hames mitt Ewro (€11,500).

Ghall-fini ta' l-Att numru tmintax (XVIII) tal-Ligijiet ta' Malta tas-sena elf disa' mija tlieta u disghin (1993) qieghed jigi hawn iddikjarat illi t-taxxa provizjonali dovuta mill-vendituri fuq dan l-att tammonta ghas-somma ta' siltax -il elf u mitt Ewro (€16,100) peress illi l-vendituri m'ilhomx aktar minn seba' snin (7) illi akkwistaw l-proprjeta' hawn mibjugha u stante illi huma ghazlu illi jhallsu taxxa provizjonali ta' sebgha fil-mija (7%) minflok ir-rata ta' taxxa finali ta' tnax fil-mija (12%).

Ghal kull buon fini u effetti tal-ligi jigi dikjarat mill-partijiet, wara li jiena Nutar sottofirmat fehemthom sewwa l-importanza ta' tali dikjarazzjoni skond il-ligi, illi l-valur fuq imsemmi ghall-proprjeta' hawn trasferita, huwa valur gust u reali.

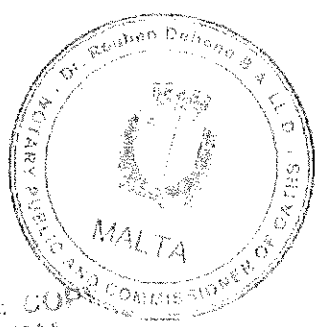
Ghall-finijiet ta' subartikolu tnax (12) ta' l-Artikolu hamsa ittra "A" (5A) tal-Kapitolu numru mija u tlieta u ghoxrin (123) tal-Ligijiet ta' Malta dwar it-Taxxa fuq il-Qliegħ, il-partijiet jiddikjaraw, wara li jiena Nutar sottofirmat fehemthom sewwa bl-importanza ta' tali dikjarazzjoni skond il-ligi f'Malta illi huma f'dana l-att ddikjaraw l-fatti kollha li jiddeterminaw jekk it-trasferiment hux wiehed li japplika ghalih l-Artikolu hamsa ittra "A" (5A) u l-fatti kollha li huma relevanti sabiex jigi kkalkulat il-valur tal-taxxa li trid tifthallas jew xi ezenzjoni tagħha, inkluż il-valur reali tal-proprjeta' li fl-

opinjoni tagħhom huwa l-valur kummerċjali ta' l-istess proprjeta; U inoltre' il-partijiet qed jeżentaw lin-Nutar sottofirmat minn kwalsiasi responsabilita' dwar il-metodu u l-hlas tat-taxxi relattivi ma' dan l-att sia fuq l-att imsemmi kif ukoll wara li jiena Nutar sottofirmat fehemthom sewwa l-effetti u l-konsegwenzi ta' tali eżenzjoni.

Dana l-att gie magħmul, moqri u ppubblikat wara li l-kontenut tieghu gie debitament spjegat skond il-ligi, f'Malta, Belt Valletta, Saint George's Square, fl-ufficju tal-Bank of Valletta, numru wiehed zbarra hamsa (1/5).

FIRMATI: G. Muscat  
J. Pace  
M. Pace

REUBEN DEBONO  
NUTAR PUBBLIKU MALTA



CERTIFIED TRUE COPY  
OF THE ORIGINAL

THIS 2nd DAY OF October 2020.

*[Handwritten Signature]*  
NOT. DR. REUBEN DEBONO



Annex 6

Inkartament mill-Prim Awla tal-Qorti Ċivili  
u dokumentazzjoni oħra pprovduta



35583

9 APR 2021

SW ✓



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

**Fl-Atti tas-Subbasta Nru.13/2021**

**Falliment ta' Jonathan Pace**

vs

X

Lill: Perir Simone Vella Lenicker

Inti mgharraf illi gejt mahtur bhala espert fl-atti tal-Mandat ta' Qbid ta' Hwejjeg Immobbli hawn fuq imsemmi sabiex taghmel deskrizzjoni tal-fond jew fondi indikat fir-rikors promotur u sabiex tisser il-pizijiet, kirjiet u jeddjet ohra, sew reali kemm personali, jekk ikun hemm. li ghalihom dan il-fond jew fondi ikun suggett kif ukoll l-ahhar trasferiment tieghu, skond l-informazzjoni li jkun ha mill-kreditur jew mid-debitur.

Inti mitlub sabiex tigi tigbor l-inkartament relattiv mit-22 ta' April 2021 'l quddiem filwaqt illi mgharraf illi ghandek sal-24 ta' Gunju 2021 sabiex tipprezenta r-rapport dettaljat tieghek.

Gactana Aquilina  
Deputat Registratur

Subjazzu Immobbli

21/11

1102 128

Fil-Prim' Awla tal-Qorti Ċivili

13/21

585/2013JZM

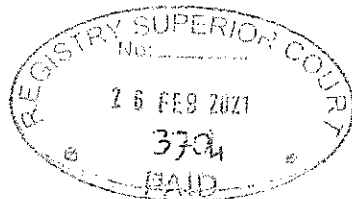
Fil-Proceduri tal-Falliment  
ta' Jonathan Pace ;

Paer: € 200.00

u b'digriet tat-3 ta' April 2014  
Melanie Pace (ID 650082M) giet  
awtorizzata tintervjeni fil-  
procediment *in statu et terminis*



u b'digriet tas-7 ta' Ottubru  
2014 gie nominal l-Avukat Dr.  
Christopher Chircop bhala  
Kuratur *ad litem* sabiex  
jirrapprezenta l-interessi tal-  
mejjet Jonathan Pace fil-  
procediment tal-lum



Differita sine die pendent l-eżitu  
tas-subasta tal-immobbli tal-fallut

Rikors tal-Kuratur tal-Falliment Av. Dott Richard Galea Debono għall-hruġ ta' Mandat ta' Qbid ta' Fwejjeġ Immobbli.

Jgħid bil-Qima:

Illi in forza ta' provvediment tal-Onorabbli Qorti tat-28 ta' Novembru 2019, gie ordnat illi :

*"Fl-ewwel lok, qeghda tordna lill-kuratur tal-falliment sabiex jagħmel kull ma huwa mehtieg sabiex il-propjeta' kollha tal-fallut tinbigh bil-procedura ta' l-bejgh bl-irkant fil-qorti skont l-Art 313 sa 357 tal-Kap 12 tal-Ligijiet ta' Malta."*

Dan sabiex, il-Kuratur rikorrent ikun jista' jgħaddi għall-ħfas tal-kreditu skond il-pregradwazzjoni ġa stabbilita minn din il-Qorti, kif varjata mill-Onorabbli Qorti tal-Appell.

Illi l-assi immobbiljari tal-falliment jikkonsistu f'dan li ġej, u dwarhom qed jingħad kif u meta ġew akkwistati, qeghda tingħata deskrizzjoni, qegħdin jigu annessi pjanti li juru d-diversi siti, u qegħda tingħata lista tal-ipoteki gravanti kull propjeta'.

Lista' tal-Immobbli

Permezz ta' kuntratt fl-atti tan-Nutar Joseph Smith La Rosa tal-14 ta' Mejju 2008 Jonathan Pace kien akkwista minghand SB Properties Limited :

- A. Il-groundfloor maisonette immarkat bil-blu fuq il-pjanta annessa mal-istess kuntratt, bin-numru 4, bl-isem "Shelik" formanti parti minn kumpless li jgħib l-isem "Eureka" mingħajr l-arja tiegħu u liema kumpless jinsab fi Triq il-Tagħlim, Żejtun, formanti parti minn art jisimha s-Salib jew Mastru Gidelu jew Mastru Galutin, liberu w frank kif soġġett għas-servitujiet li jirriżultaw mill-pożizzjoni tiegħu, kif aħjar deskritti fl-istess kuntratt u taħt il-kundizzjonijiet hemm imsemmija.

Il-propjeta' ilum tinsab okkupata mill-armla tal-mejjet Jonathan Pace.

Permezz ta' kuntratt fl-atti tan-Nutar Reuben Debono tal-11 ta' Ġunju 2009, Jonathan u Melanie Pace kien filmkien akkwistaw minghand George u Josephine konjuġi Muscat:

- B. Il-flat internament markat bin-numru 1 li jinsab fl-ewwel sular u sotto għall-flat immarkat numru 2 li jinsab fit-tieni sular liema flat huwa wkoll propjeta ta' Jonathan Pace, u ser jissewma infra;

Formanti parti minn kumpless ta' bini bl-isem "Waveline" għewwa Triq il-Knisja Xaghjira, għewwa Haż-Żabbar, bla ċens bid-drittijiet u pertinenzi tiegħu.

Permezz ta' kuntratt fl-atti tan-Nutar Vanessa Buttigieg taż-17 ta' Settembru 2009 Jonathan Pace kien akkwista minghand Victoria Bondin:

- C. Il-Fanut jismu "Tyson Butcher" bin-numru ufficjali 15, fil-livell tat-triq fi Triq il-Kanonku De Domenico, Żejtun, sottopost għall-propjeta' ta' terzi, eskluza l-arja tiegħu, kif sugġett għall-pizijiet minnabba l-pożizzjoni tiegħu, bid-drittijiet u pertinenzi tiegħu, liberu w frank, u sugġett għall-kondizzjonijiet kollha fl-imsemmi kuntratt.

Permezz ta' kuntratt fl-atti tan-Mutar Reuben Debono tal-21 ta' Marzu 2011, Jonathan u Melanie Pace kien flimkien akkwistaw minghand George u Josephine konjuġi Muscat:

- D. Il-Flat internament markat bin-numru 2 li jinsab fit-tieni sular u sovarappost għall-flat immarkat numru 1 li jinsab fl-ewwel sular liema flat diġa kien propjeta ta' Jonathan Pace;
- E. Il-flat internament bin-numru 3 li jinsab fit-tielet sular ;
- F. Il-penthouse internament markata bin-numru 4 li tinsab fir-raba sular bl-arja libera tagħha usque ad coelum;

Ilkoll formanti parti minn kumpless ta' bini bl-isem "Waveline" għewwa Triq il-Knisja Xagħira, għewwa Haż-Żabbar, bla ċens bid-drittijiet u pertinenzi tagħhom;

Kif aħjar deskritti fl-istess imsemmi kuntratt.

Lista ta' Ipoteki fuq il-Propjetajiet Soġġetti għall-Mandat

			€
<u>Flat 1 Waveline Complex</u>			
8271/2008	Bank of Valletta plc		99,100
18748/2008	Bank of Valletta plc		25,000
8838/2009	Bank of Valletta plc		70,000
14399/2009	Bank of Valletta plc		186,500
6562/2010	Bank of Valletta plc		70,000
4583/2011	Bank of Valletta plc		50,000
4744/2011	Bank of Valletta plc		105,000
14450/2011	Bank of Valletta plc		50,000
14451/2011	Bank of Valletta plc		50,000
19018/2011	Alf Mizzi & Sons Ltd		22,118
19781/2011	Malta Beef Limited		62,341
15688/2012	Nazzareno Zammit		17,500
7862/2013	SM Marketing Limited		198,000
8279/2013	Five Effs Ltd		53,499
8915/2013	George Borg		62,857
<u>Hanut Tyson Butcher</u>			
14399/2009	Bank of Valletta plc		186,500
6562/2010	Bank of Valletta plc		95,000
4583/2011	Bank of Valletta plc		50,000
4744/2011	Bank of Valletta plc		105,000

1105 131

14450/2011	Bank of Valletta plc	50,000
14451/2011	Bank of Valletta plc	50,000
19018/2011	Alf Mizzi & Sons Ltd	22,118
19781/2011	Malta Beef Limited	62,341
15688/2012	Nazzareno Zammit	17,500
7862/2013	SM Marketing L	198,000
8279/2013	Five Effs Ltd	53,499
8915/2013	George Borg	62,857

Appartamenti 2,3 u 4 Waveline  
Complex

4583/2011	Bank of Valletta plc	50,000
4744/2011	Bank of Valletta plc	200,000
14450/2011	Bank of Valletta plc	50,000
14451/1011	Bank of Valletta plc	50,000
19018/2011	Alf Mizzi & Sons Ltd	22,118
19781/2011	Malta Beef Ltd	62,341
15688/2012	Nazzareno Zammit	17,500
7862/2013	SM Marketing Limited	198,000
8279/2013	Five EFFS Ltd	53,499
8915/2013	George Borg	62,857

Maisonette Shelik

8271/2008	Bank of Valletta plc	99,100
18748/2008	Bank of Valletta plc	25,000
8838/2009	Bank of Valletta plc	70,000
14399/2009	Bank of Valletta plc	186,500
6562/2010	Bank of Valletta plc	70,000
4583/2011	Bank of Valletta plc	50,000
4744/2011	Bank of Valletta plc	200,000
14450/2011	Bank of Valletta plc	50,000
14451/1011	Bank of Valletta plc	50,000
19018/2011	Alf Mizzi & Sons Ltd	22,118
19781/2011	Malta Beef Ltd	62,341
15688/2012	Nazzareno Zammit	17,500
7862/2013	SM Marketing Limited	198,000
8279/2013	Five EFFS Ltd	53,499
8915/2013	George Borg	62,857

1106' 132

Site Plans

Dok A – site plan tal-kumpless Waveline;

Dok B – site plan tal-maisonette Shelik;

Dok C – site plan tal-ħanut Tyson Butcher.

Għaldaqstant il-Kuratur Rikorrent jitlob bil-qima illi in eżekuzzjoni tal-provvediment fuq imsemmi, din l-Onorabbli Qorti jogħġobha tordna il-ħruġ ta' Mandat ta' Qbid ta' Ħwejjeġ Immobbli fuq il-propjetajiet imsemmija, kif ukoll tagħti dawk l-ordnijiet u provvedimenti li jidrilha opportuni fosthom dawk kontemplati fl-artikolu 306 tal-Kap.12.

Richard Galea Debono Av  
31/6 Triq San Federiku, Valetta  
richard@gdadvocates.com

17 NOV 2020

Ilum

ipreżentata mill P.L. J.P. Busuttii

ola dok/b 1106' (13)

Annalisa Spiteri  
Deputat Registratur  
Qrati tal-Gustizzja (Malta)

1109

- Contents
- Map
- Legend (Print Data 2012)
- Headings (12500)
- Constraints
- Land Cover (CLO)
- Land Use
- Interest
- Print Data

Type here to search



DOK.A

TRIG 4-KWISJA





ΤΡΙΑΚΑΝΘΙΚΑ ΔΕΔΩΜΕΝΙΚΟ



Contents

3D (Point Data 2012)

Attributes (1/2500)

Constraints

Layer Cover (GLC)

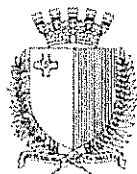
City

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Indexed

Layer Data





QORTI CIVILI PRIM`AWLA

ONOR. IMHALLEF  
JOSEPH ZAMMIT McKEON

Illum it-Tnejn 30 ta` Novembru 2020

Rik. Nru. 585/2013 JZM

Fil-Proceduri tal-Falliment  
ta` Jonathan Pace ;

u b`digriet tat-3 ta` April 2014  
Melanie Pace (ID 650082M)  
giet awtorizzata tintervjeni fil-  
procediment *in statu et*  
*terminis*

u b`digriet tas-7 ta` Ottubru  
2014 gie nominat l-Avukat Dr.  
Christopher Chircop bhala  
Kuratur *ad litem* sabiex  
jirrapprezenta l-interessi tal-  
mejjet Jonathan Pace fil-  
procediment tal-lum

Il-Qorti :

Rat ir-rikors li pprezenta l-kuratur tal-falliment fis-17 ta`  
Novembru 2020.

Tordna li qabel xejn jigi prezentati pjanti tal-proprjetajiet indikati fir-rikors liema pjanti jridu jkunu rilaxxjati mir-Registru tal-Artijiet.

Tordna wkoll li jsir il-hlas tad-dritt tar-Registru tal-Qorti skont il-ligi.

Tirriserva li tipprovdi ulterjorment.



**Onor. Joseph Zammit McKeon**  
**Imhalef**

Fil-Qorti Civili

(Sezzjoni tal-Kummerċ)

Wara d-digriet tal-Qorti tal-Hamis 28 ta' Novembru 2019

Rik. Nru. 585/2013 JZM Fil-Proceduri tal-Falliment ta' Jonathan Pace ;

u b'digriet tat-3 ta' April 2014 Melanie Pace (ID 650082M) giet awtorizzata tintervjeni filprocediment in statu et terminis u b'digriet tas-7 ta' Ottubru 2014 gie nominat l-Avukat Dr. Christopher Chircop bhala Kuratur ad litem sabiex jirrapprezenta l-interessi talmejjiet Jonathan Pace fil-procediment tal-lum

Nota tal-Kuratur tal-Falliment Richard Galea Debono in Segwitu għar-Rikors għall-Hruġ ta' Mandat ta' Qbid fuq Hwejjeg Immobbli

Jgħid bil-Qima:

Illi in ottemperanza mad-digriet tal-Onorabbli Qorti tat-30 ta' Novembru 2020 qed jeżibixxi, sabiex jigu filzati fil-process tar-rikors għall-hruġ ta' Hruġ ta' Mandat ta' Qbid fuq Hwejjeg Immobbli, il-pjanti rilaxxjati mir-Registru tal-Artijiet

Ground floor maisonette bin-numru 4 jismha "Shelik" parti mill-kumpless ta' bini gismo Eureka gewwa Triq it-Tagħlim, Zejtun mixtrija b'kuntratt fl-atti tan-Nutar Joseph Smith La Rosa.

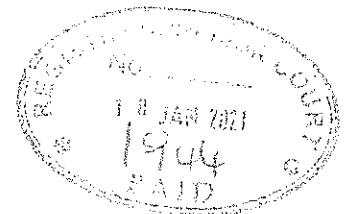
Pjanta A

Appartament numru 1 fil-pjan terran formanti parti minn kumpless ta' bini bl-isem Waveline Complex fi Triq il-Knisija , Xaghra, Zabbar mixtri b'kuntratt fl-atti ta-Nutar Reuben Debono fil-11 ta' Gunju 2009 . U L-appartamenti enumerati 2,3 u 4 fil-Waveline Complex fuq gja msemmija mixtrija b' kuntratt fl-atti tan-Nutar Reuben Debono fil-21 ta' Marzu 2011.

Pjanta B

Hanut "Tyson Butcher" numru 15 pian terren Triq Canon Dedomenico, Zejtun minghajr l-arja tieghu, mixtri b' kuntratt fl-atti tan-Nutar Vanessa Buttigieg taz-17 ta' Settembru 2009.

Pjanta C



Sabiex b'hekk l-Onorabbli Qorti tkun tista' tilqa' r-rikors u jogħogobha tordna l-hruġ ta' Mandat ta' Qbid ta' Hwejjeg Immobbli fuq il-propjetajiet imsemmija, kif ukoll tagħti dawk l-ordnijiet u

prowedimenti opportuni, u partikolarment imma mhux esklusivament dawk imsemmija fl-artikolu 306 et seq. Tal-Kap.12 tal-Ligijiet ta' Malta sabiex ir-rikorrent ikun jista' b'hekk jillikwida l-assi tal-Falliment u jipprocedi għall-egħluq tiegħu.

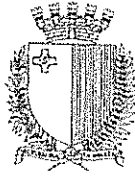
Ma hemmx lok għall-notifika, billi l-esponent jirrappreżenta l-assi tal-Falliment kif ukoll il-massa tal-kredituri skond il-Ligi.

Richard Galea Debono LL.D  
31/6 Triq San Federiku, Valetta

Rose Marie Vella  
Deputat Registratur  
Deputy Registrar  
Qrati tal-Gustizzja (Malta)  
Law Courts (Malta)

P.L. J.P. Busuttil

11 Feb. (3)



QORTI CIVILI PRIM`AWLA

ONOR. IMHALLEF  
JOSEPH ZAMMIT McKEON

Illum il-Gimgha 12 ta` Marzu 2021

Rik. Nru. 585/2013 JZM

Fil-Proceduri tal-Falliment  
ta` Jonathan Pace

*u*

b`digriet tat-3 ta` April 2014  
Melanie Pace (ID 650082M)  
giet awtorizzata tintervjeni fil-  
procediment *in statu et*  
*terminis*

*u*

b`digriet tas-7 ta` Ottubru  
2014 gie nominat l-Avukat Dr.  
Christopher Chircop bhala  
Kuratur *ad litem* sabiex  
jirrapprezenta l-interessi tal-  
mejjet Jonathan Pace fil-  
procediment tal-lum

Il-Qorti :

Rat ir-rikors li pprezenta l-kuratur tal-falliment fis-17 ta' Novembru 2020.

Rat id-dokumenti li kienu prezentati mar-rikors.

Rat id-digriet taghha tat-30 ta' Novembru 2020.

Rat in-nota li pprezenta l-kuratur tal-falliment fit-18 ta' Jannar 2021.

Rat id-dokumenti li kienu prezentati man-nota.

Tilqa' t-talba kif dedotta fir-rikors tal-kuratur tal-falliment tas-17 ta' Novembru 2020, bir-riserva li taghti provvedimenti ulterjuri fil-kaz ta' htiega.

Spejjez rizervati.



**Onor. Joseph Zammit McKeon**  
**Imhallee**



Qorti Ċivili – Prim' Awla

Fl-atti tal-bejgħ bl-irkant numru: 13/2021

Fl-ismijiet:  
Falliment ta' Jonathan Pace  
Vs  
X

Il-Qorti rat ir-rikors ipprezentat fis-17 ta' Novembru 2020 u d-dokumenti hemm eżebiti;

Tilqa' t-talba għall-hruġ ta' mandat ta' qbid ta' hwejjeġ immobbli fuq il-proprjeta' msemmija fir-rikors u tipprovdi kif ġej:

1. Tordna lir-Registratur jaħtar Arkitekt u Inġinier Ċivili – li lilu jmiss it-turn skont il-lista pubblikata skont id-dispożizzjoni tal-artikolu 89 tal-Kodiċi ta' Organizazzjoni u Proċedura Ċivili (Kap 12) – b'ħala espert sabiex jagħmel l-istima tal-proprjeta' immobbli, liema stima għandha tinkludi r-ritratti tal-fond jew sit inkwistjoni, pjanta tar-Registru tal-Artijiet, l-iskema tal-MEPA u r-raġunijiet tal-valutazzjoni;
2. Tordna lill-espert hekk mahtur sabiex jipprezenta l-istima tiegħu kif trid il-liġi fi żmien xahar wara li jagħlaq iż-żmien imsemmi fl-artikolu 307 tal-Kap. 12;
3. Tordna lir-Registratur jaħtar irkantatur pubbliku – li lilu jmiss it-turn skont il-lista pubblikata skont id-dispożizzjoni tal-artikolu 89 tal-Kodiċi ta' Organizazzjoni u Proċedura Ċivili (Kap. 12) – sabiex imexxi l-irkant;
4. Tordna li l-bejgħ *sub hasta* tal-immobbli jsir fid-data, ħin u lok imsemmija hawn taħt:

a. Il-Ħamis 16 ta' Settembru, 2021 fil-ħdax ta' filgħodu (11:00 a.m.) .

b. F' Kamra numru 78 biswit l-Arkivju, livell -1, Qrati tal-Ġustizzja, Triq ir-Repubblika, il-Belt Valletta

Tordna lir-Registratur sabiex iġġarraf lid-Direttur tar-Registru Pubbliku u lir-Registratur tal-Artijiet b'dan id-digriet tallum;

Tordna lid-Direttur tar-Registru Pubbliku sabiex jirregistra dan id-digriet minnufih;

Tordna n-notifika ta' dan id-digriet lid-debitur li għandu, kif iġġid u jrid l-artikolu 307 tal-Kap. 12, żmien għoxrin ġurnata min-notifika sabiex jitlob li ma ssirx stima ġdida u, minflok, jipprezenta stima maħlufa b'nota li għandha tiġi notifikata lir-rikorrent kif trid il-liġi.

\_\_\_\_\_  
S.T.O Prim Imħallef Mark Chetcuti LLD

\_\_\_\_\_  
Data

SUBBASTA NRU. 13/2021

54

B'Digriet mogħti fil-Prim Awla tal-Qorti Civili fil-ħamsa u għoxrin (25) ta' Marzu elfejn u wieħed u għoxrin (2021), fuq rikors tal-Avukat Dott Richard Galea Debono bħala kuratur tal-falliment ta' Jonathan Pace, ġie ordnat il-bejgh bl-irkant;

1. Il-groundfloor maisonette bin-numru erbgħa (4), bl-isem "Shelik" formanti parti minn kumpless li jgħib l-isem "Eureka" mingħajr l-arja tiegħu u liema kumpless jinsab fi Triq it-Tagħlim, Żejtun, formanti parti minn art jisimha s-Salib jew Mastru Gidelu jew Mastru Galutin, liberu u frank kif soġġett għas-servitujiet li jirriżultaw mill-pożizzjoni tiegħu, kif aħjar deskritti fl-istess kuntratt u taħt il-kundizzjonijiet hemm imsemmija. L-imsemmija propjeta kienet ġie akkwistata min Jonathan Pace permezz ta' kuntratt fl-atti tan-Nutar Joseph Smith La Rosa tal-erbatax ta' Mejju elfen u tmienja (14/05/2008).
2. L-appartament internament markat bin-numru wieħed (1) li jinsab fl-ewwel u sotto għal appartament numru tnejn (2) li jinsab fit-tieni sular liema appartament huwa wkoll propjeta' ta' Jonathan Pace, u ser jissemma infra; formanti parti minn kumpless ta' bini bl-isem "Waveline" ġewwa Triq il-Knisja Xaghjra, ġewwa Haż-Żabbar, bla ċens bid-drittijiet u pertinenzi tiegħu. L-imsemmi appartament ġie akkwistat minn Jonathan u Melanie Pace permezz ta' kuntratt fl-atti tan-Nutar Reuben Debono tal-ħdax ta' Ġunju elfejn u disgħa (11/06/2009).
3. Il-ħanut bl-isem Tyson Butcher bin-numru uffiċjali ħmistax (15), fil-livell tat-triq fi Triq il-Kanonku De Domenico, Żejtun, sottopost għall-propjeta ta' terzi eskluża l-arja tiegħu kif suġġett għall-piżijiet minhabba l-pożizzjoni tiegħu, bid-drittijiet u pertinenzi tiegħu liberu u frank u suġġett għall-kundizzjonijiet kollha fl-imsemmi kuntratt. Din il-propjeta ġiet akkwistat min Jonathan Pace permezz ta' kuntratt fl-atti tan-Nutar Vanessa Buttigieg tas-sbatax ta' Settembru elfejn u disgħa (17/09/2009).
4. L-appartament internament immarkat bin-numru tnejn (2) li jinsab fit-tieni sular u sovrappost għall-appartament immarkat numru wieħed (1) li jinsab fl-ewwel sular liema appartament diġa kien propjeta ta' Jonathan Pace, l-appartament internament immarkat bin-numru tlieta (3) li jinsab fit-tielet sular, il-penthouse internament immarkat bin-numru erbgħa (4) li tinsab fir-raba' sular bl-arja libera tagħha usque ad coelum, il-koll formanti parti minn kumpless ta' bini bl-isem Waveline ġewwa Triq il-Knisja Xaghjra ġewwa Haż-Żabbar, bla ċens bid-drittijiet u pertinenzi tagħhom. Dawn il-propjetajiet ġew akkwistati min Jonathan u Melanie Pace fl-atti tan-Nutar Reuben Debono tal-wieħed u għoxrin ta' Marzu elfejn u ħdax (21/03/2011).

AD



Dawn il-propjetajiet jappartjenu lil mejjet Jonathan Pace, bin John u Maria Dolores  
nee' Azzopardi, imwield Pieta', detentur tal-karta tal-identita numru 277083(M) u l-  
armla Melanie Pace bint Emanuel Bondin u Rita nee' Montebello, imwiilda Pieta' u  
residenti Kirkop, detentrici tal-karta tal-identita numru 650082(M).

- 9 APR 2021



Marvic Farrugia  
Deputat Registratur



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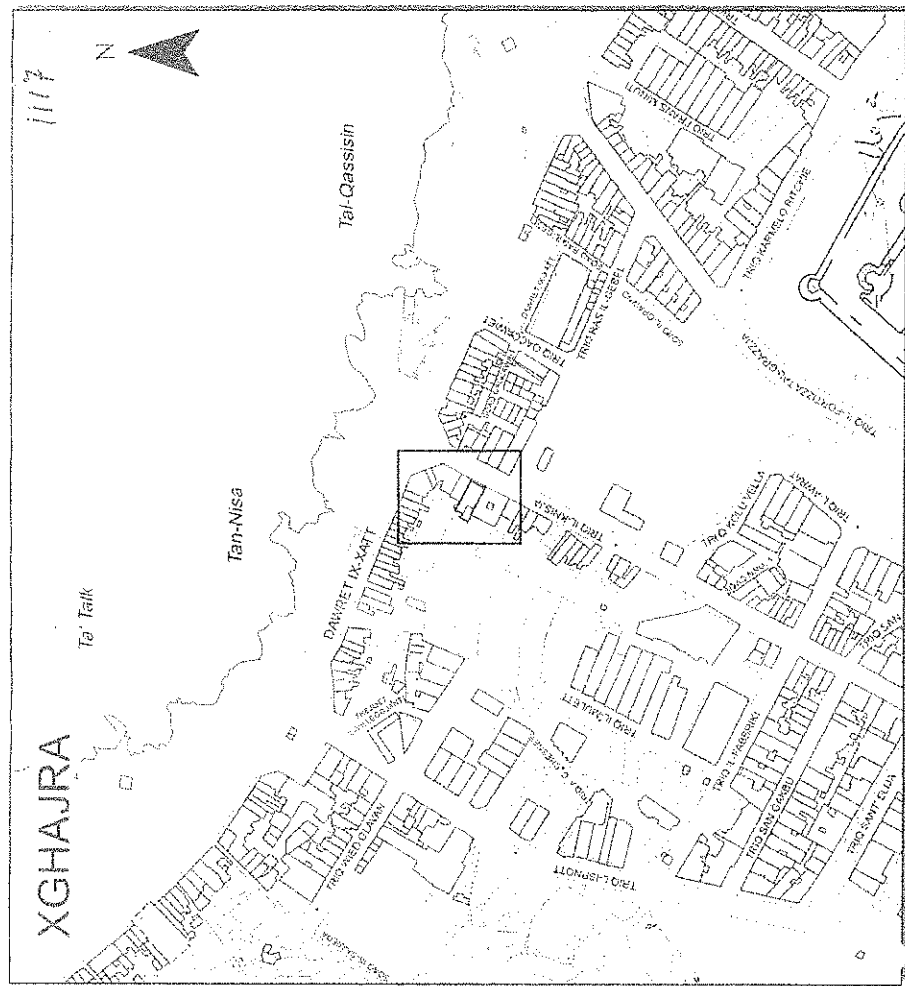
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Pjanta tas-Sit 1:2500 Site Plan

**Agenzija għar-Registrazzjoni tal-Artijiet**

116, Casa Bolineo, Triq il-Fanent, Il-Belt Valletta



**Land Registration Agency**

116, Casa Bolineo, Triq il-Fanent, Il-Belt Valletta

Nru tal-Mappa: Map Number:	191277 E	Pożizzjoni Ċentrali: Centre Coordinates:	x = 59230 y = 71843	Pjan min S.S. Extracted from S.S.:	5871	Data: Date:	21/12/2020
Perit: Architect:	SARAH ZAMMIT CALLEJA	Timbru tal-Perit: Architect's Stamp:	PERT SARAH ZAMMIT CALLEJA 55, Meida Street, Birkirkara BKR 2014 Mob: 79041626	Qies timri kwadrati: Area (square metres):	14.0 m <sup>2</sup> four point	Firma tal-Applikant: Applicant's Signature:	
<input type="checkbox"/> Property (own house) (proprietà għall-użu)				<input checked="" type="checkbox"/> Property (not house) (proprietà għall-użu)			
				LR 184489		Dritt indalhas Fee Paid	

146





PHYSICAL ATTRIBUTES OF IMMOVABLE PROPERTY	
Locality	XGHAJRA, ZESTUN
Address	APARTMENTS 1-4 "WAVELINE" TRIQ IL-KNISJA
Total Footprint of Area Transferred*	ca 140m <sup>2</sup>

TICK WHERE APPLICABLE (Tick one box in each case except where indicated otherwise)				
Type of Property	<input type="checkbox"/> Villa	<input type="checkbox"/> Semi-Detached	<input type="checkbox"/> Bungalow	<input checked="" type="checkbox"/> Flat/Apartment x4
	<input type="checkbox"/> Penthouse	<input type="checkbox"/> Mezzanine	<input type="checkbox"/> Maisonette	<input type="checkbox"/> Farmhouse
	<input type="checkbox"/> Terraced House	<input type="checkbox"/> Ground Floor Tenement		
Age of Premises	<input checked="" type="checkbox"/> 0-20 years	<input type="checkbox"/> Over 20 years	<input type="checkbox"/> Pre WWII	
Surroundings	<input type="checkbox"/> Sea View	<input type="checkbox"/> Country View	<input checked="" type="checkbox"/> Urban + side sea views	
Environment	<input checked="" type="checkbox"/> Quiet	<input type="checkbox"/> Traffic	<input type="checkbox"/> Entertainment	<input type="checkbox"/> Industrial
State of Construction	<input type="checkbox"/> Shell	<input checked="" type="checkbox"/> Semi-Finished**	<input type="checkbox"/> Finished***	
Level of Finishes	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Adequate	<input type="checkbox"/> Poor	
Amenities <small>Tick as many as appropriate</small>	<input type="checkbox"/> With Garden	<input type="checkbox"/> With Pool	<input type="checkbox"/> With Lift	<input type="checkbox"/> With Basement
	<input checked="" type="checkbox"/> No Garage	<input type="checkbox"/> One car Garage	<input type="checkbox"/> Two Car Garage	<input type="checkbox"/> Multi Car Garage
Airspace	<input checked="" type="checkbox"/> Ownership of Roof	<input type="checkbox"/> No Ownership of Roof	<input type="checkbox"/> Shared Ownership	

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

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

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

Date:	06/09/2021	Perit's Signature:	
Warrant Number:	398	Rubber Stamp:	<b>Perit Simone Vella Lenicker</b> 22/6, Triq San Gabriel, Balzan BZN 08, Tel: 9987 1110

**Valutazzjoni ta' Proprjeta' Immobbli**  
Rif: C00869.00\_G01

**4**

**"Shelik"**

**Misraħ Karmenu Grima (preċedentement Triq it-Tagħlim)**

**Żejtun**

**MALTA**

**6 ta' Settembru 2021**



AP Valletta Ltd.,  
4, Sappers Street,  
Valletta VLT 1320  
Malta

tel +356 21 243 981  
fax +356 21 243 997  
<http://www.apvalletta.eu>

6 ta' Settembru 2021

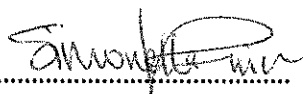
Rif: C00869.00-G01

**Fond: 4, "Shelik", Misraħ Karmenu Grima (preċedentement Triq it-Tagħlim), Żejtun, Malta**

Is-sottoskritta ġiet maħtura bħala espert fl-atti tal-Mandat ta' Qbid ta' Fwejjeġ Immobbli Nru 13/2021 (*Falliment ta' Jonathan Pace*) sabiex tfejji deskrizzjoni tal-fond "Shelik" li jinsab fi Triq it-Tagħlim, Żejtun, Malta, u sabiex tfisser il-piżijiet, kirjiet u jeddijiet oħra, sew reali kemm personali, jekk ikun hemm, li għalihom dan il-fond huwa suġġett, kif ukoll l-aħħar trasferiment tiegħu, skond l-informazzjoni miġbura kif deskritt fir-rapport anness. Hu mifhum ukoll li s-sottoskritta ġiet maħtura sabiex tagħti stima tal-valur fis-suq tal-fond in kwistjoni.

Is-sottoskritta waslet għall-valur hawn taħt imsemmi abbażi tal-fatti u l-kunsiderazzjonijiet kollha msemmija fir-rapport anness.

Fuq il-bażi ta' dawn il-fatti u kunsiderazzjonijiet, kif ukoll tenut kont tas-sitwazzjoni kurrenti tas-suq tal-proprjeta', l-istima tal-valur tal-fond imsemmi huwa ta' **€245,000** (*mitejn u ħamsa u erbgħin elf Ewro*).



**Perit Simone Vella Lenicker**

**Anness: Rapport ta' Valutazzjoni**



6 ta' Settembru 2021

Rif: C00869.00-G01

## Rapport ta' Valutazzjoni

1. **Klijent** Prim' Awla tal-Qorti Ċivili, Malta
2. **Indirizz tal-fond** 4, "Shelik", Misraħ Karmenu Grima (preċedentement Triq it-Tagħlim), Żejtun, Malta
3. **Sid** Skond l-informazzjoni ipprovduta (ara l-kuntratt fl-Anness 5), l-aħħar trasferiment tal-fond sar fl-14 ta' Mejju 2008 fl-atti tan-Nutar Dottor Joseph Smith La Rosa, fejn il-kumpratur huwa indikat bħala Jonathan Pace (ID 277083M).
4. **Baži tal-Valutazzjoni**

Dan ir-rapport iwassal għal stima tal-valur fis-suq (*Market Value*) tal-fond, kif definit fid-Direttiva tal-Kunsill Ewropew 2006/48/EC, u cioè' *"the estimated amount for which the property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion."*

Mingħajr preġudizzju għall-fuq imsemmi, il-valur indikat f'dan ir-rapport huwa l-aħjar prezz in fondi likwidi li huwa raġonevolment mistenni li jinkiseb minn bejgħ tal-proprjeta' mingħajr kundizzjonijiet, fid-data ta' din il-valutazzjoni, u a baži ta' dawn il-premessi:

  - a. il-bejgħ tal-fond ma kienx sfurzat;
  - b. qabel id-data tal-valutazzjoni kien hemm perjodu raġonevoli biex isir reklamar dwar il-bejgħ tal-fond, għan-negozjar u qbil dwar il-prezz u t-termini tal-bejgħ, u għall-konkluzjoni tal-bejgħ;
  - c. is-sitwazzjoni tas-suq, in-natura ta' valuri tal-proprjeta' u ċirkustanzi oħra rilevanti kienu, fid-data li jsir il-kuntratt tal-bejgħ, l-istess bħal fid-data tal-valutazzjoni;
  - d. ma hemmx xi offerta addizzjonali minn xi xerrej li għandu interessi speċjali fl-akkwist tal-fond;
  - e. it-titlu tal-fond jista' jiġi stabbilit u l-fond ma huwiex soġġett għal xi restrizzjonijiet inużwali jew onerużi, jew għal xi dejn;
  - f. il-fond ma huwiex soġġett għal xi Notifiki Statutorji u kemm il-fond kif ukoll l-użu tiegħu, eżistenti jew

intenzjonat fil-futur, jikkonformaw mal-Kundizzjonijiet Statutorji rilevanti;

- g. il-fond m'għandux difetti moħbija u l-materjali li ntużaw għall-kostruzzjoni (jekk applikabbli) kienu ta' kwalita' tajba;
- h. il-kundizzjoni tal-fond gie stabbilit minn ispezzjoni viżwali biss, u, sakemm mhux indikat mod ieħor fir-rapport u f'tali każ fl-estent speċifikat biss, dawk il-partijiet tal-fond li kienu mgħottija, inespsti jew mhux aċċessibbli ma kienux spezzjonati, u l-ebda testijiet ma saru fuqhom biex jiġi stabbilit jekk għandhom xi difett jew ieħor, u għalhekk il-valutazzjoni tassumi li jekk isir studju strutturali fuq il-fond ma jirriżultawx diffetti serji li jistgħu jwasslu għal spejjeż sostanzjali.

#### 5. Kundizzjonijiet Speċjali

Dan ir-rapport huwa kunfidenzjali għall-klijent msemmi hawn fuq u gie ppreparat għall-iskop speċifiku msemmi hawn taħt. Jista' jiġi rreferit lil esperti li qed jgħinu lill-klijent għall-istess skop, iżda lil ebda persuna jew entita' oħra. Ir-rapport, jew partijiet minnu, ma jistgħux jiġu ppublikati mingħajr il-kunsess tas-sottoskritt.

Is-sottoskritt huwa responsabbli biss lejn il-klijent, u kwalunkwe persuna li tagħmel użu minn din il-valutazzjoni tagħmel hekk unikament a riskju tagħha.

It-titlu tal-fond ma kienx investigat, u tali investigazzjoni ma kienitx parti mill-iskop ta' dan ir-rapport.

#### 6. Aċċess

Sar aċċess fuq il-post mis-sottoskritt nhar l-10 ta' Awwissu 2021, fil-preżenza tas-Sur Mark Parretti, indikat għal dan l-iskop mill-Av. Dott. Richard Galea Debono.

#### 7. Skop

Deskrizzjoni tal-fond indikat u stima tal-valur fis-suq ta' tali fond għall-finijiet ta' Mandat ta' Qbid ta' Hwejjeġ Immobbli.

#### 8. Deskrizzjoni Ġenerali

##### Tipoloġija:

Il-fond jikkonsisti f'*maisonette* fil-livell terran (*ground floor*) ta' blokk appartmenti li ġgib l-isem "Eureka", mingħajr l-arja u s-sottosuol tiegħu, u "*formanti parti minn art jisimha s-Salib jew Mastru Gidelu jew Mastru Galutin konfinanti mal-punent mal-area stradali tramuntana ma' plot numru erbgħa (4) u l-vant ma plot numru wiehed (1)*" kif deskritt fil-kuntratt ta' xiri tal-proprjeta' (*vide* Anness 5). Is-sottoskritt tinnota li l-fond jikkonfina mal-parti stradali min-naħa tal-Lvant, u għalhekk hu rakkomondat li l-irjieħ u l-konfini jiġu vverifikati għall-fini ta' trasferiment futur tal-fond.

##### Kostruzzjoni:

Il-proprjeta' tikkonsisti f'hitan interni u esterni tal-gebla tal-franka u/jew tal-bricks tal-konkrit, li fuqhom iserrħu soqfa tal-konkos rinfurzat.

- 9. Titlu** Skond il-kuntratt ta' xiri (*vide* Anness 5), il-fond huwa liberu u frank.
- 10. Okkupazzjoni** Fid-data tal-aċċess, il-fond kien vakanti.
- 11. Awtorita' Lokali** Kunsill Lokali Żejtun.
- 12. L-inħawi tal-madwar** Il-fond jinsab f'żona residenzjali, li żviluppat fis-snin sittin, iżda l-blokka li l-fond jinsab fiha jidher li nbriet fl-2008. Fil-vicinanzi tal-fond wiehed isib diversi hwienet, kif ukoll l-iskola Primarja taż-Żejtun.
- 13. Toroq** L-indirizz tal-fond skond il-kuntratt pprovdut, u skond ir-rikors rilevanti, jindika li l-fond jinsab fuq Triq it-Tagħlim. Skond il-pjanta tas-sit annessa (*vide* Anness 1) il-fond għandu faċċata fuq Misraħ Karmenu Grima, filwaqt li Triq it-Tagħlim tieqaf fil-kantuniera tal-blokka li fiha jinsab il-fond. It-triq hija miksija bit-*tarmac* u tinsab f'kundizzjoni tajba. It-triq u toroq adjaċenti jinkludu sistema ta' dawl ta' barra (*street lighting*).
- 14. Is-Sit**
- Konfini:* Il-konfini tas-sit huma definiti b'mod ċar minn ħitan tal-appoġġ mad-dawra tal-fond, u minn faċċata fuq Triq it-Tagħlim fuq in-naħa tal-Lvant.
- Karatteristiċi fiżiċi:* Is-sit li fuqu hu mibni l-fond jinsab fuq art relattivament ċatta. Ma saret ebda investigazzjoni dwar in-natura tas-sottosuol, u ma giet ipprezentata ebda evidenza ta' karatteristiċi inużwali. Din l-istima tassumi li ma hemm ebda kundizzjonijiet fis-sottosuol, inkluż iżda mhux biss il-preżenza ta' fissuri, ta' tafal, jew ta' kontaminazzjoni, li jistgħu ikollhom impatt fuq il-valur tal-proprjeta'.
- Il-fond għandu faċċata ta' madwar 4.2m fuq Misraħ Karmenu Grima.
- Servitujiet:* Il-fond huwa suġġett għal dawk is-servitujiet naxxenti b'mod naturali mill-pożizzjoni tal-fond sottostanti u sovrastanti proprjeta' ta' terzi "*fosthom ta' moghdija ta' katusi u servizzi li jservu il-propjeta' sovrastanti u sottopasti*" kif deskritt fil-kuntratt tat-titlu (*vide* Anness 5). Skond l-istess kuntratt il-fond jinkludi "*dritt ta' usu in perpetwu u mhux interrot li jinstalla tank ta' l-ilma ta' hames mitt litru (500lt) fuq l-ghola bejt tal-blokk u bl-access għall-fini ta' manutenzjoni ta' l-istess tank u għat-tqieghid ta' satellite dish komuni. Dawn is-servizzi jitqieghdu f'post indikat mill-venditur. Il-kumpanija venditrici jew aventi kawza tagħha jew successuri tagħha fit-titolu zzomm il-propjeta ta' l-arja tal-blokk bil-patt li jkunu jistgħu jizviluppaw l-istess arja u jkollhom id-dritt li jqabdu ma'servizzi ezistenti u li jifthu twieqi u aperture fix-xafis u btiehi komuni skond il-bzonn u*

*minghajr il-permess tal-kumpratur accettanti. Il-kumpanija tiriserva d-dritt illi tibni meta trid u dana bil-patt li ggib il-permessi relattivi u bil-patt li ttella is-servizzi esiztenti ghal fuq il-bejt il-gdid a spejjes taghha u bl-anqas inkonvenjent ghall-kumpratur accettanti. F'kaz li l-kumpanija venditrici jew is-successuri taghha fit-titoli jibnu sulari ohra jobligaw ruhhom illi jaghtu d-dritt in perpetwu u mhux interrott ghall-installazzjoni u manteniment ta' tank ta' l-ilma u communal satellite dish fuq l-ghola bejt tal-blokk."*

Apparti dawn, kif verifikat matul l-aċċess li sar mis-sottoskritta, il-fond huwa wkoll sugġett għas-servitu' ta' twieqi ta' terzi li jharsu fuq il-bitħa ta' wara u fuq il-bitħa interna. Fil-bitħa ta' wara ġew osservati wkoll twieqi li jagħtu għall-livell ta' garaxxijiet sottopost għall-fond.

#### 15. Partijiet Komuni

Qiegħed jiġi meqjus li l-fond jinkludi sehem indiviż tal-ħitan tal-appoġġ flimkien mas-sidien tal-proprjetajiet adjaċenti, kif ukoll sehem indiviż tas-saqaf u tal-art tal-fond flimkien mas-sidien tal-proprjetajiet sovrastanti u sottostanti rispettivament.

#### 16. Akkomodazzjoni

Ma sar ebda kejl preċiż (*survey*) tal-fond, u tali kejl ma kienx parti mill-iskop ta' dan ir-rapport. Skond il-pjanta tar-Registru ta' l-Artijiet prrovduta lis-sottoskritta, l-fond għandu kejl superfiċjali ta' madwar 127 metri kwadri. Il-fond jikkonsisti f'kamra ta' quddiem li tintuża bħala *kitchen / living / dining*, tlett ikmamar tas-sodda li waħda minnhom għandha *ensuite toilet*, u kamra tal-banju prinċipali. Il-fond jinkludi wkoll bitħa nterna u bitħa ta' wara.

#### 17. Kunsiderazzjonijiet tal-lppjanar

Il-fond jinsab f'lokali ta' li taqa' taħt ir-rekwiżiti tal-Pjan Lokali magħruf bħala *South Malta Local Plan* (SMLP) ppublikat mill-Awtorita ta' Malta dwar l-Ambjent u l-Ippjanar (MEPA). Il-funzjonijiet ta' lppjanar tal-MEPA ġew mgħoddija lill-Awtorita ta' l-Ippjanar li twaqqfet fl-2016.

Il-fond jinsab fiż-żona ta' l-iżvilupp u f'Zona Residenzjali (*Residential Area*) kif deskritt fil-Policy SMHO 02 u fil-Policy SMSE04. Is-sit jinsab f'żona fejn l-gholi permissibbli tal-bini huwa ta' 3 sulari, kif ukoll semi-basement sottostanti, li skond l-Anness 2 tad-*"Development Control Design Policy, Guidance and Standards 2015"* jikkorrispondi għal għoli massimu ta' 17.5m. Faċċata tal-fond il-Pjan Lokali jindika bl-aħdar zona intiża bħala *"Green Area"* iżda fid-data tal-aċċess dan kien imdawwar b'ħajt għoli.

Ma jirriżultax li hemm xi azzjoni ta' infurzar fuq il-fond.

Il-blokka li l-fond jiffirma parti minnha giet approvata mill-Awtorita ta' l-Ippjanar bil-permess PA/02018/06, li kopja tiegħu huwa anness ma' dan ir-rapport (*vide* Anness 4). Il-

fond kif inhu mibni huwa konformi b'mod ġenerali ma' tali permess, flief għas-sussekwenti punti:

- Il-kmamar tas-sodda fuq in-naħa ta' wara tal-proprjeta' għandhom suffett installat li jnaqqas l-għoli intern tal-kmamar għal 2.65m, li huwa inqas mill-minimu ta' 2.75m applikabbli meta nħareġ il-permess tal-bini, iżda huwa iktar mill-kejl minimu ta' 2.6m applikabbli fid-data tal-valutazzjoni – għaldaqstant qiegħed jitqies li dan ma jrendix il-proprjeta' illegali jew irregolari, ukoll minħabba l-fatt li s-suffett jista' faċilment jinqala' jekk ikun hemm bżonn – huwa rrakkomandat li jekk is-suffett ser jinżamm dan jiġi ssanzjonat;
- It-tieqa mal-faċċata hija ikbar mill-kejl approvat, iżda tali differenza hija meqjusa sanzjonabbli;
- Ġiet installata struttura tal-ħadid (*wrought iron*) mat-tieqa mal-faċċata sabiex tinħoloq "*pregnant window*" – tali struttura mhix koperta bil-permess u mhix ikkunsidrata li hi sanzjonabbli;
- Parti mill-fond li jinsab fl-ewwel livell tal-blokka jisporgi għal-fuq il-bitha ta' wara tal-fond *in disamina*, u din il-parti ġiet magħluqa sabiex tinħoloq kamra żgħira fil-bitha – tali kamra hija meqjusa sanzjonabbli jew li tista' faċilment titneħħa.

*In oltre*, s-sottoskritta tinnota li:

- (i) L-osservazzjonijiet preċedenti jirrelataw għall-fond *in disamina* biss, u ma sar ebda aċċess la fil-partijiet komuni tal-blokka u lanqas fil-livell tal-bejt jew fil-livell sotterrann;
- (ii) Huwa preżunt li l-blokka hi mibnija skond il-linja uffiċjali tal-bini u skond l-għoli permissibbli.

## 18. Kunsiderazzjonijiet Statutorji

Peress li l-livell sotterrann jappartjeni lil terzi, s-sottoskritta ma setgħetx tikkonferma l-preżenza ta' bir għall-ġbir ta' l-ilma tax-xita – minħabba l-obbligu li l-ilma tax-xita li jaqa' fuq il-bitha ta' wara u l-bitha nterna jiġi migbur huwa rrakkomandat li tiġi vverifikata l-preżenza ta' tali bir, kif ukoll li l-ilma tax-xita qiegħed jiġi ddevjat lejn tali bir, u li jiġu ddokumentati s-servitujiet rilevanti fil-kuntratt tal-bejgħ – din l-istima tassumi li l-blokka hi mibnija skond il-permess u r-regolamenti f' dan is-sens.

## 19. Kundizzjoni tal-fond

Il-fond kien komplut (*finished*) iżda illum jinsab f'kundizzjoni medja minħabba li diversi partijiet tal-finituri ġew imneħħija matul l-aħħar ftit xhur (ara ritratti fl-Anness 2), u għalhekk hemm bżonn li jsiru xogħolijiet sabiex il-fond jerġa' jiġi komplut għall-finijiet ta' abitazzjoni. Huwa stmat li l-ispiża sabiex dan isir hu ta' madwar €20,000 (*għoxrin elf Ewro*).

L-istruttura tidher li hi f'kundizzjoni tajba, iżda jiġi nnutat dan li ġej:

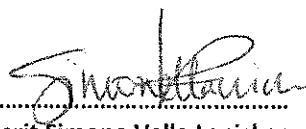
- (i) Ġie osservat li l-ħitan fil-kamra tas-sodda ta' wara huma mmuffati u li dan jista' jindika li seta' kien hemm dħul ta' xi ilma;
- (ii) Ma sarx aċċess fil-partijiet sottostanti u sovrastanti l-fond u għalhekk kwalunkwe difetti f'tali partijiet tal-blokka li jistgħu ikollhom impatt fuq din il-valutazzjoni ma ġewx osservati.

**20. Servizzi**

Il-fond hu munit bis-servizzi normali ta' dawl, ilma, telefon u drenaġġ, u jinkludi installazzjonijiet ta' l-arja kundizzjonata f'xi kmamar. Ma saru ebda testijiet sabiex jiġi aċċertat li s-servizzi huma fi stat tajjeb jew oltre.

**21. Kunsiderazzjonijiet Ambjentali**

Peress li l-applikazzjoni għall-iżvilupp tal-fond in kwistjoni ġie sottomess lill-Awtorità ta' l-Ippjanar wara l-1 ta' Jannar 2016, il-fond għandu jkun konformi mal-linji gwida magħrufa bħala "Document F - Part 1: Minimum Energy Performance Requirements for buildings in Malta" u "Document F - Part 2 Minimum Energy Performance Requirements for Building Services in Malta." Ma ġiex ippreżentat lis-sottoskritta rapport minn persuna kompetenti li jikkonferma l-konformità tal-fond ma' tali linji gwida, u ma sarix verifikazzjoni mis-sottoskritta tal-konformità tal-fond ma' tali linji gwida. Is-sottoskritta tiriserva d-dritt li temenda dan ir-rapport jekk jirriżulta li l-fond mhux konformi.



Perit Simone Vella Lenicker

**Annessi:**

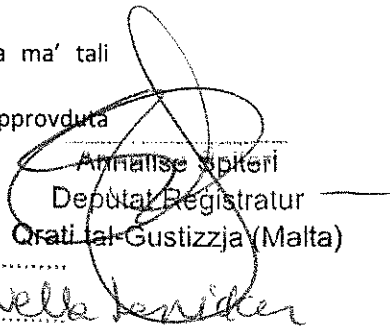
1. Pjanta tas-sit (*site plan*), 1:2500
2. Ritratti
3. Estratti mill-Pjan Lokali (*South Malta Local Plan*)
4. Permess tal-ippjanar PA/02018/06
5. Kuntratt ta' xiri tal-beni mmobbli flimkien mal-pjanta annessa ma' tali kuntratt
6. Inkartament mill-Prim Awla tal-Qorti Ċivili u dokumentazzjoni oħra pprovduta

Ilum għat' Settembru 2021  
 Deher il-Perit Legali / Tekniku:  
ALC Simone Vella Lenicker  
 Li wara li ddikjara li tħallas l-ammont illu dovut, halef/halfet li qeda/qdlet fedelment u onestament l-inkarigu mogħti illu/ha.

Marvic Farrugia  
Deputy Registrar

  
Deputat Registratur

Id No 400775 (m)  
10 SEP 2021

  
Annalise Spiteri  
Deputat Registratur  
Qorti tal-Gustizzja (Malta)

Ippreżentata mill- ALC S. Vella Lenicker

B'ala dok... **B' dok wiehed (1)** ...dokumenti



Annex 1

Pjanta tas-sit (*site plan*), 1:2500





Annex 2

Ritratti

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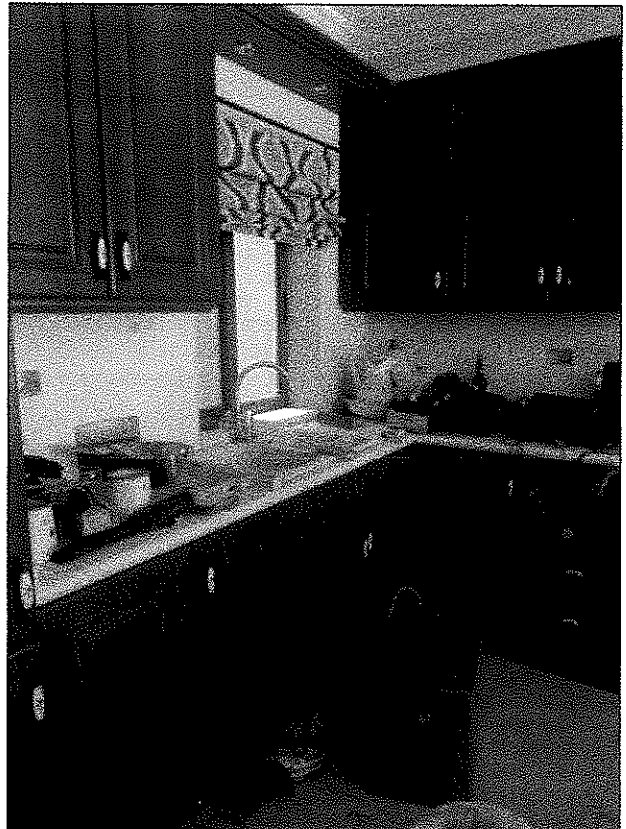


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project	4 "Shellk", Misrah Karmenu Grima (precedentement Triq it-Tagħlim), Żejtun, Malta		
photo sheet no.	01	date	10.08.2021
ref no.	C 0 0 8 6 9 . 0 0 _ G 0 1		

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photo sheet no.	02	date	10.08.2021
ref.no.	C 0 0 8 6 9 . 0 0 _ G 0 1		

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ref no.	C 0 0 8 6 9 . 0 0 _ G 0 1		

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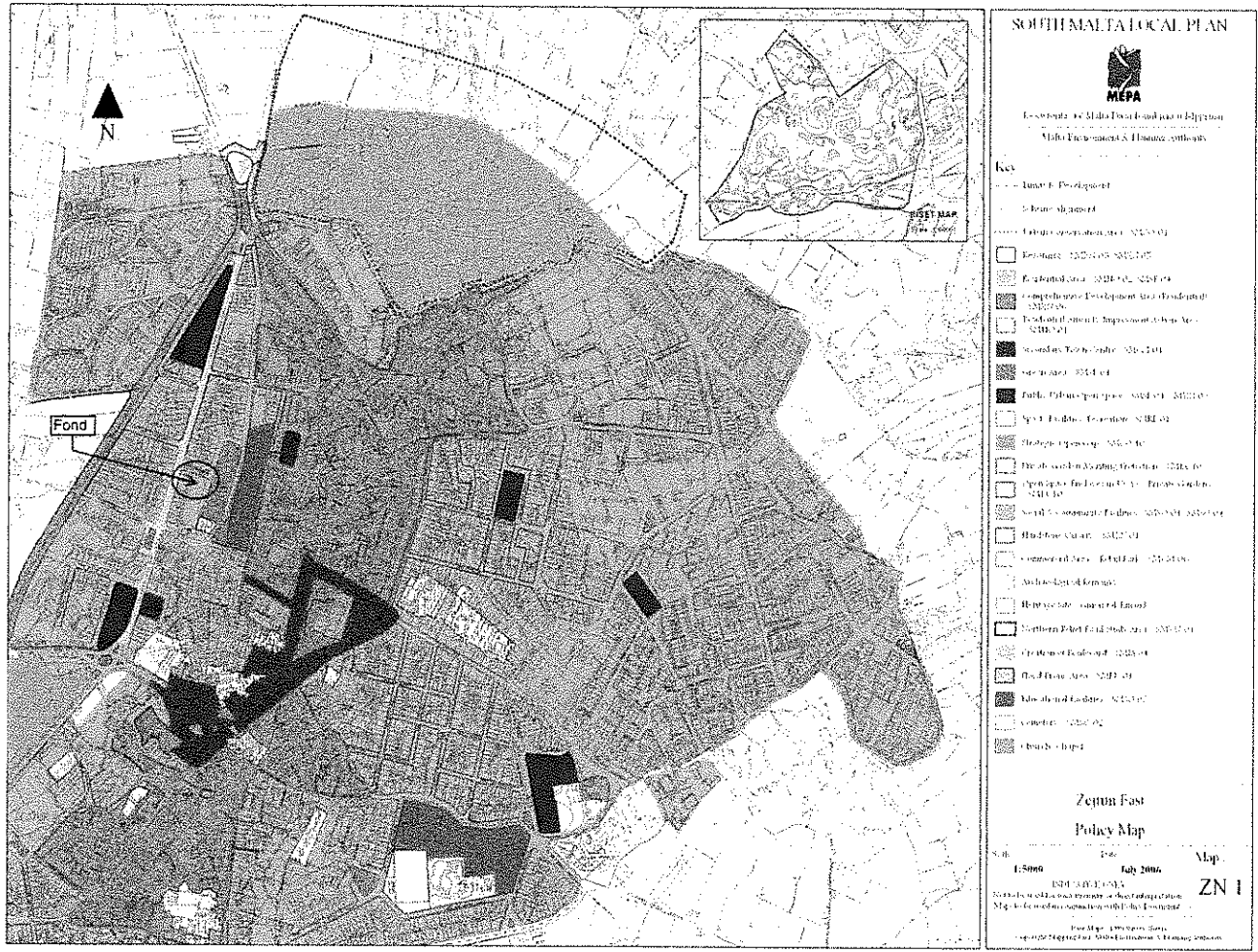
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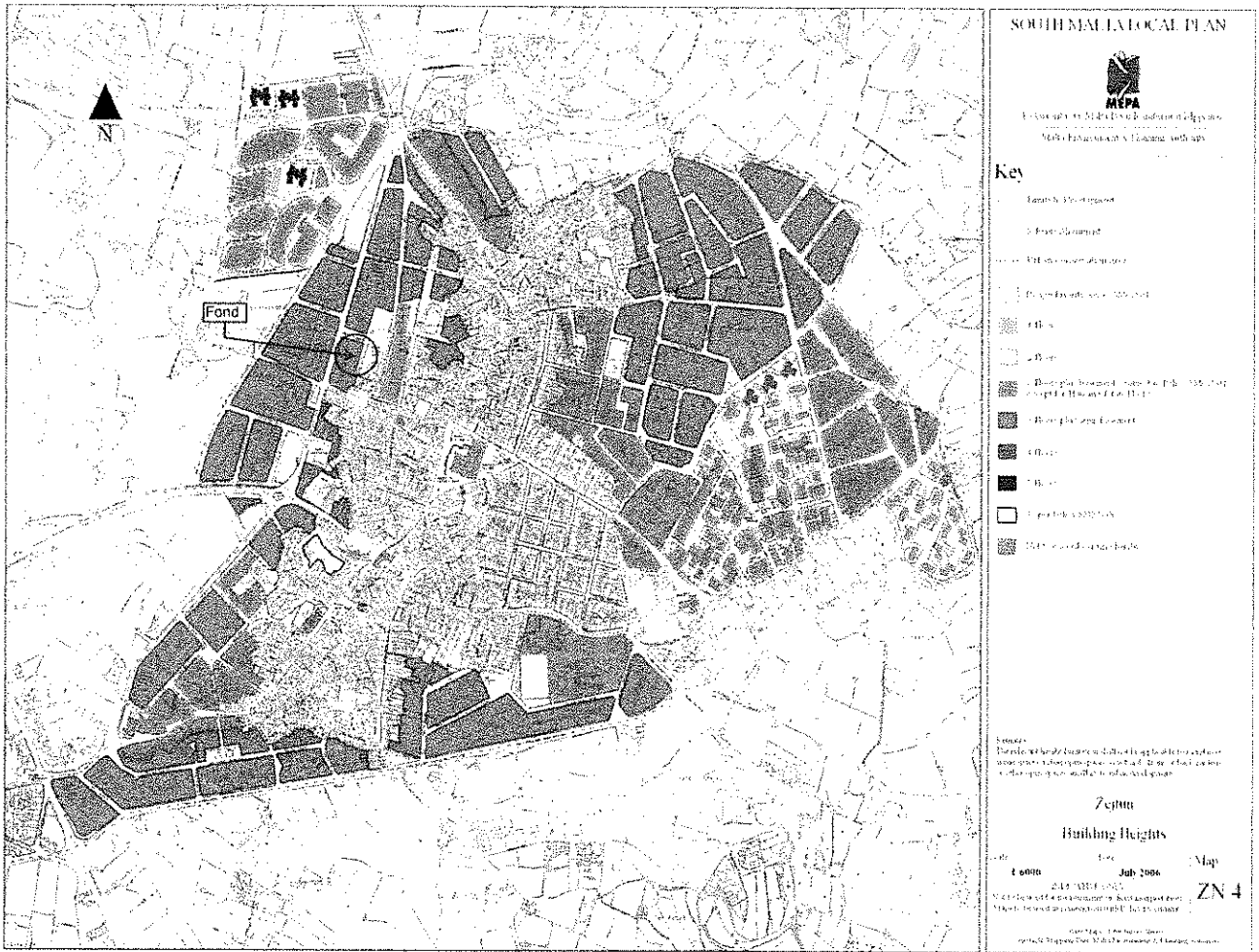
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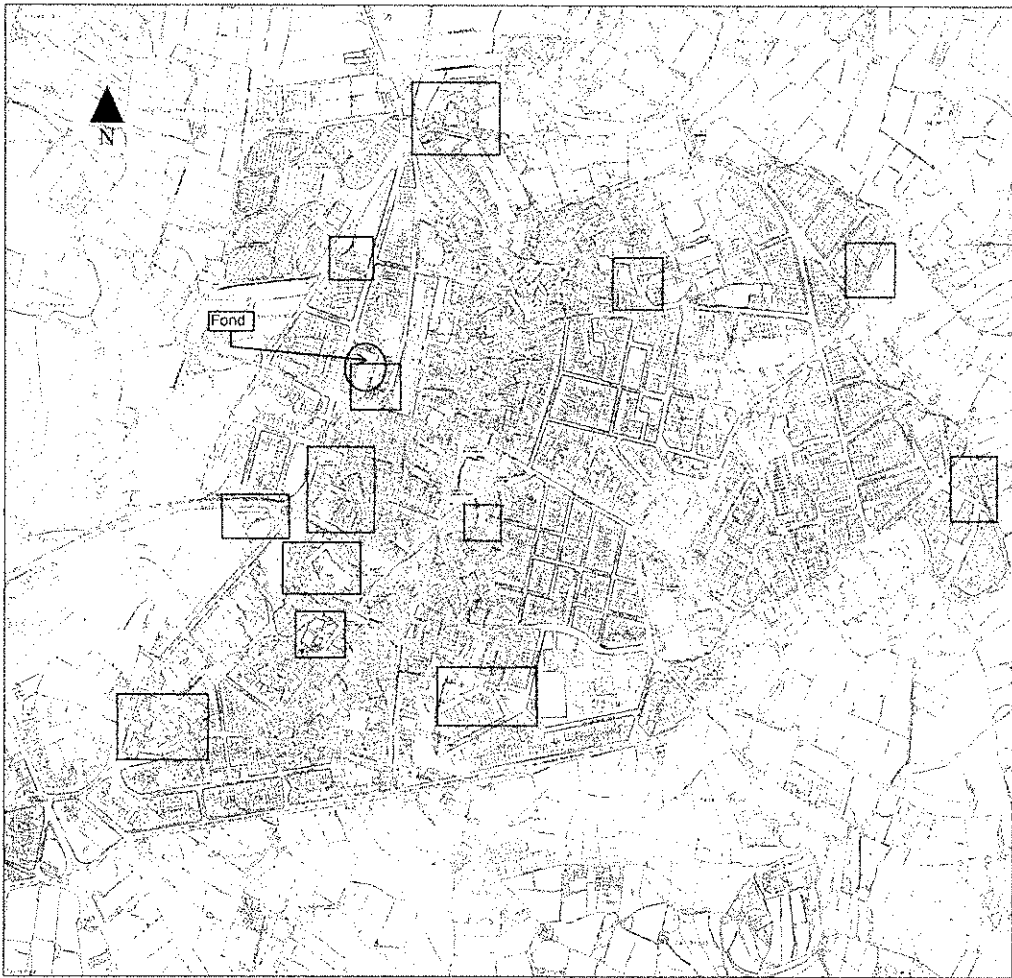
Annex 3

Estratti mill-Pjan Lokali (*South Malta Local Plan*)









**MAI TA SOUTH LOCAL PLAN**

**MEPA**  
 Environment & Planning  
 Multi-Departmental Planning Software

**Key**

- Roads to Development
- Water Alignment
- Areas to be removed from

**ZETUN**

Changes to Scheme Alignment / Zoning

Scale: 1:6000 Date: July 2006 Map: ZN 6

© 2006 Environment & Planning  
 Multi-Departmental Planning Software

The MEPA will accept proposals for the redevelopment of properties, which have no architectural or historic value, within the RAIAAs provided that:-

- a) a better standard of residential accommodation is provided;
- b) the proposed development does not impact negatively on the residential amenity of the area and respects in terms of design, building heights and massing the character of adjacent buildings and streetscape;
- c) the proposal will NOT increase the stock of residential accommodation;
- d) evidence is produced by the developer that efforts were made to save the original structure; and
- e) innovative forms of housing design and layout are adopted as a means of creating more acceptable residential layouts.

Permitted uses within such areas should be guided by policy SMHO 02 for residential areas.

MEPA may encourage Government or the appropriate agency to introduce incentives and other schemes that encourage residents and owners to upgrade their properties within the RAIAAs.

MEPA will also encourage initiatives by the Local Councils with regard to the improvement of the environmental quality of these areas in terms of pedestrianisation measures, embellishment and any other similar improvements.

4.4.1 Specific housing areas within settlements are in need of upgrading to improve the quality of the environment within these residential areas and provide a pleasant setting to live in. The designation of Residential Amenity Improvement Action Areas identifies such areas where opportunities exist for public sector intervention, investment and assistance ( e.g. special grants, soft loans schemes, tax rebates) with the aim of introducing improvements with regard to traffic management, embellishment schemes, recreational areas as well as rehabilitation schemes. Some of these areas include the traditional parts of certain towns and villages as well as housing estates. This policy is designed to draw attention to these areas and, subject to acceptance by Government, seek a range of fiscal as well as planning measures to ensure that their improvement is put in hand. Measures could include: tax rebates or exemption on specified repair works; direct grants for certain repairs; 'soft loans' for adaptation or improvement works. In addition to such measures Local Councils are encouraged to develop initiatives towards the improvement of such areas.

## **SMHO 02 Residential Areas and Residential Priority Areas**

The Local Plan designates Residential Areas (RAs) and/or Residential Priority Areas (RPAs) as shown on the relevant Policy Maps.

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

- i. A mix of Class 1 (Use Classes Order, 1994) terraced residential development as detailed in the DC 2005, Part 3, and in accordance with the specific zoning conditions indicated in the same guidance, unless otherwise stated by a policy in this Local Plan;
- ii. Class 2 (Use Classes Order, 1994) residential institutions, provided that:
  - they are of a small scale and do not create adverse impacts on the residential amenity of the area;

- Class 2 (a) institutions are located in close proximity to a town or local centre; and,
  - Class 2 (b) nursing homes and clinics are easily accessible from the arterial and distributor road network.
- iii. Class 3 (Use Classes Order, 1994) hostels provided that these uses are in accordance with all other relevant Local Plan policies.
- iv. Class 4 (Use Classes Order, 1994) small shops provided that:
- the small shops (of any nature) are not to exceed a total floor area of 50 m<sup>2</sup> each, and convenience shops are not to exceed a total floor area of 75 m<sup>2</sup> each;
  - they comply with all the provisions of paras. 1.4.16 to 1.4.18 of the Interim Retail Planning Guidelines (2003); and
  - they comply with any relevant section of the DC2005 (design, access, amenity, etc.).
- v. Supermarkets provided that they comply with all the provisions of Policy SMC07.
- vi. Class 5 (Use Classes Order, 1994) offices provided that:
- the floorspace does not exceed 75 m<sup>2</sup>;
  - they do not unacceptably exacerbate parking problems in a residential street that already has an acute under provision of parking spaces for residents; and,
  - they comply with any relevant section of the DC 2005 (design, access, amenity, etc.).
- vii. Classes 7 and 9 (Use Classes Order, 1994) non-residential institutions, swimming bath or pool, skating rink, health club, sauna, sports hall, other indoor or outdoor land based sports or recreation uses not involving motorised vehicles or firearms, and interpretation centres, provided the facility:
- is of a small scale and does not create adverse impacts on the residential amenity of the area;
  - is located on land already occupied by buildings and will replace these buildings provided they are not worthy of retention due to their historic/architectural merit and/or their contribution to the character of the area, unless land is specifically allocated for the facility by this Local Plan; and,
  - the immediate surroundings of the site are already of a mixed use character.
- viii. Class 8 (Use Classes Order, 1994) educational facilities, provided that access and the character of the area are taken into account and are deemed adequate by MEPA to allow the safe and neighbour compatible use of such facilities.
- ix. Class 11 (Use Classes Order, 1994) business and light industry provided that:
- The gross floor area of the premises does not exceed 50 m<sup>2</sup> (including storage of materials and/or finished products);
  - The activity conducted within the premises does not use heavy duty and/or noisy electrical/mechanical (including pneumatic) equipment, and equipment which requires a 3 phase electricity supply;
  - The activity conducted within the premises does not entail extensive and/or prolonged use of percussion hand tools (eg. Hammers, mallets etc);
  - The activity employs less than 5 people; and
  - The activity conducted within the premises does not inherently entail the generation of combustion, chemical or particulate by products.

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

Proposals to convert from existing Class 12 (Use Classes Order, 1994) general industry to Class 11 (Use Classes Order, 1994) business and light industry within designated Residential Areas shall only be considered acceptable by MEPA if all the

conditions listed above are adhered to, and provided that it can be proven that the Class 12 Use (general industry) operation is a permitted one and the Class 11 Use (business and light industry) operation is actually more neighbourhood compatible than the Class 12 Use operation it intends to replace.

- x. Taxi Business or for the hire of motor vehicles as per para. 6.15 of DC 2005.

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

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

- i. A mix of Class 1 (Use Classes Order, 1994) terrace houses, maisonnettes and flats on sites zoned in the relative Area Policy Maps for these specific forms of residential development. This development is to be in accordance with the relevant conditions as detailed in the DC2005, Part 3, unless otherwise stated by a policy in this Local Plan.
- ii. A mix of Class 1 (Use Classes Order, 1994) detached and semi-detached dwellings on sites zoned in the relative Area Policy Maps for these specific forms of residential development. This development is to be in accordance with the relevant conditions as detailed in the DC 2005, Part 3, unless otherwise stated by a policy in this Local Plan.
- iii. Class 5 (Use Classes Order, 1994) offices provided that all the provisions in point vi above with regard to Residential Areas are adhered to.

In the Residential Areas of Kirkop, including Residential Priority Areas and Xghajra no dwelling unit will be permitted having a net floor area less than 120 m<sup>2</sup>. However, where proposals will result in the creation of more than two units on the same footprint, smaller units may be permitted provided that the difference between the built footprint and the 120 m<sup>2</sup> is left as open space in addition to the statutory side cartilage or back/front garden as the case may be. The additional open space shall be secured by a planning obligation.

4.4.2 This policy seeks to safeguard the residential amenity within the localities in the plan area, whilst offering an opportunity for specific developments which would enhance and complement the residential use without creating adverse impacts. The range of activities at ground floor level tends to be a mix of uses and includes shops and offices, mostly of a local scale and serving local needs. The policy specifically excludes land-uses that are deemed to be incompatible with Residential Areas due to their nature and scale of activity, such as bad neighbour industrial uses. In this regard, acceptable light industrial uses in residential areas shall only include very low impact industrial activities such as electronic repair, servicing and maintenance as well as handcrafts that do not inherently require the use of electrical machinery, especially those related to textiles. Activities which require the extensive use of manual percussive tools (eg. Hammers, mallets etc) are not deemed compatible with residential areas..

4.4.3 Residential Priority Areas (RPAs) refer to specific residential areas which are characterised by distinct building types (e.g. villa and bungalow development) or a quality urban area which is distinct from the rest of the urban area within the locality particularly with respect to building design (semi-detached/detached dwellings), lower densities (villa areas) or clusters of buildings exhibiting special characteristics. These specific characteristics enhance the residential function of these areas and this policy seeks to protect this quality aspect by not permitting uses which may significantly affect the residential nature of such areas.



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Annex 4

Permess tal-ippjanar PA/02018/06

— Full Development Permission —

Documents : PA 2018/06/1C/14A/14B/14C/14D

Planning Authority hereby grants development permission in accordance with the application and plans described above, subject to the following conditions:

- 1 - The permission is subject to a contribution amounting to the sum of LM1,500 (One Thousand Five Hundred Malta Liri) 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 utilised as required and directed by the Malta Environment and Planning Authority.
- 2 - The 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 balcony.
- 3 - The balconies shall not project more than 1 metre from the back elevation of the building.
- 4 - All services located on the roof of the penthouses, or stairwells 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 penthouse or stairwell structures.
- 5 - Air conditioning units shall not be located on the facades of the building which are visible from a public space. Any such units located at roof level shall be set back from the facade by at least 1 metre.
- 6 - 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.
- 7 - a) This development permission is valid for a period of FIVE YEARS from the date of this notice but will cease to be valid if the development is not completed by the end of this five year period.  
b) It should be noted that a third party may have the right of appeal against this permission. Any development which is carried out when such an appeal has been made, or until the time limit for the submission of such an appeal has expired, is undertaken at the risk that this permission may be revoked by the Planning Appeals Board or quashed by the Court of Appeal.  
c) 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.

- d) All works shall be carried out strictly in accordance with the approved plans and the conditions of this permission. Where a matter is not specified on the plans then the conditions of this permission and of Development Control Policy and Design Guidance shall take precedence and modify the plans accordingly.
- e) All building works shall be erected in accordance with the official alignment and proposed/existing finished road levels as set out on site by the Malta Environment & Planning Authority's Land Surveyor. The Setting Out Request Notice must be returned to the Land Survey Unit of the Malta Environment & Planning Authority when the setting out of the alignment and levels is required.
- f) Before any part of the development hereby permitted commences, the enclosed green copy of the Development Permit 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 permit 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 the Malta Environment & Planning Authority so that it is received at least five days prior to the commencement of the development hereby permitted.
- h) Copies of all approved plans and elevations shall be available for inspection on site by Malta Environment & Planning Authority staff at all reasonable times.
- i) Where the street bordering the site is unopened, it shall be opened up **prior to the commencement of the building operations** hereby permitted.
- j) Work shall not commence on the construction (including excavation), alteration or demolition of the building until a covered way or a fence, boarding or barricade has been constructed as follows
- A Where the construction or demolition activity is located **less than 2 metres from a public way used by pedestrians** a covered way shall be provided (unless the work is carried out within a solid enclosure; site work conditions are more than 2 metres from a public way used by pedestrians, or the work duration does not exceed 5 days). This covered way shall
- (i) have a clear height of not less than 2.5 metres;
  - (ii) have a clear width of not less than 1.5 metres or the width of the public way whichever is the lesser;
  - (iii) be designed and constructed to safely support all loads that may be reasonably be expected to be applied to it;
  - (iv) have a weather tight roof sloped towards the site or if flat be equipped with a splash board not less than 300mm high on the road side;
  - (v) be totally enclosed on the site side with an enclosure having a reasonably smooth surface facing the public way;
  - (vi) have a railing 1 metre high on the road side where the covered way is supported by posts on the road side, and
  - (vii) be adequately lighted between sunset and sunrise.

- B Where the construction or demolition activity is located **2 metres or more from a public way used by pedestrians**, a strongly constructed hoarding, boarding or barricade shall be erected between the site and the public way or open sides of a construction site, and the hoarding, boarding or barricade shall
- (i) be not less than 1.8 metres high;
  - (ii) have a reasonably smooth surface facing the public way;
  - (ii) be without openings, except those required for access.
- Access openings shall be equipped with solid gates which shall be kept closed and locked when the site is unattended and shall be maintained in place until completion of the construction or demolition activity.

Authorisation for these arrangements must be obtained from the Local Council.

k) No building material, waste material, machinery or plant shall obstruct the pavement or the smooth flow of traffic on the road in the vicinity of the site. The deposit of materials or the placing of equipment in the street must be authorised.

l) Rock spoil, boulders and other waste materials resulting from excavations or from demolition on this site shall be deposited at an official waste disposal site or used as fill material. If waste materials from the development are not to be reused, they shall not be disposed of other than at an official waste disposal site. A permit from the Environmental Protection Directorate is required to this effect.

m) The height of the building shall not exceed the permitted number of 3 floors, plus an underlying basement level and overlying penthouse level.

n) The facade of the building shall be constructed in local stone, except where other materials, finishes and colours are indicated on the approved plans and drawings.

o) Apertures and balconies shall not be constructed of gold, silver or bronze aluminium.

p) The development hereby permitted shall not be brought into use until the Final Compliance (Completion) Certificate, certifying that the development has been carried out in full accordance with the plans approved by this permission and with the other conditions imposed in this permission, has been issued by the Malta Environment & Planning Authority.

q) The permit is issued on condition that, where applicable, any excavation shall be subject to the requirements of the Civil Code regarding neighbouring tenements.

A number of additional conditions, standard at the time of issue of the permission, would also have been imposed in the original permission. It would have included conditions such as (but not limited to): Permit is granted saving third party rights. The applicant is not excused from obtaining any other permission required by law.





**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

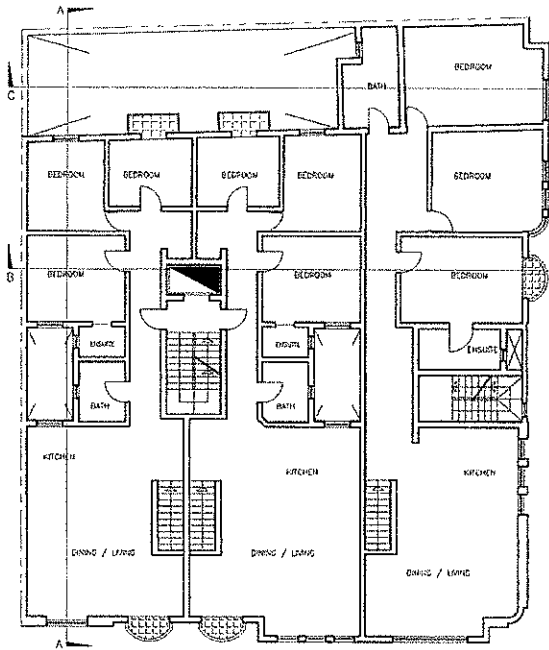


Part of Survey Sheet(s): 575680 575685 575680 575685

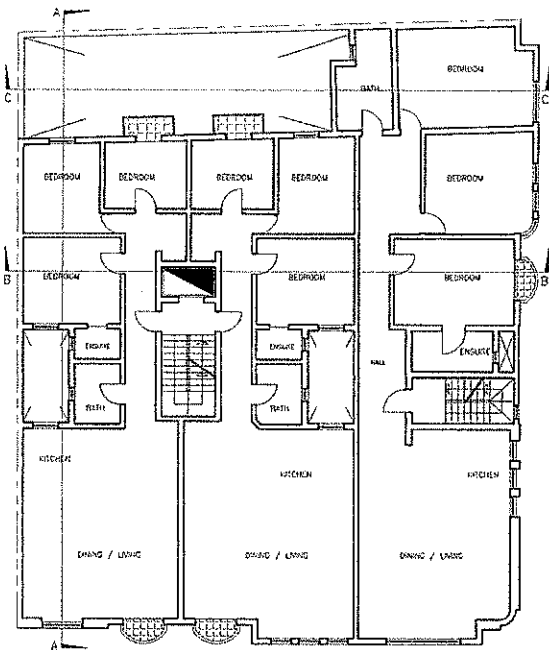
Date Issued: 24/3/08

- 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

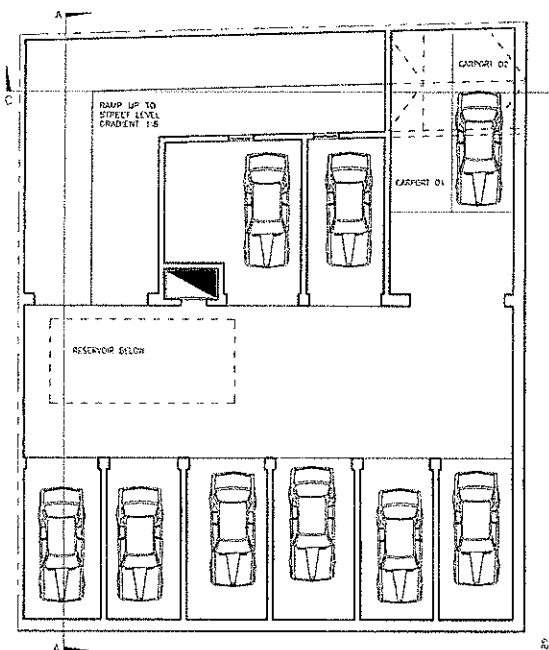
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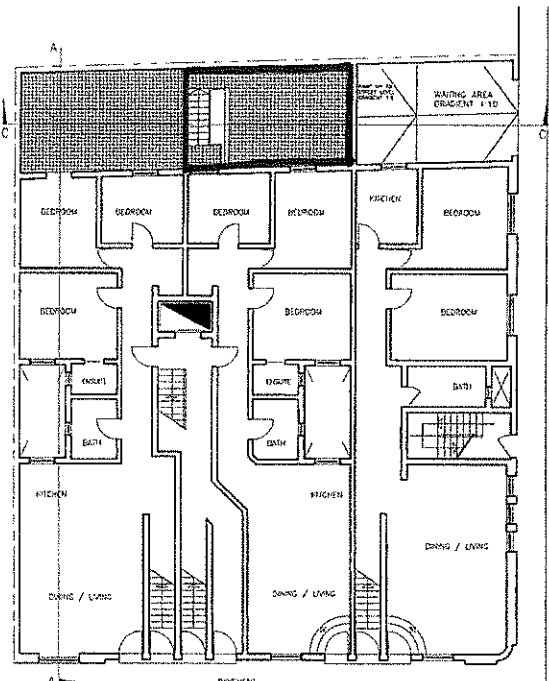
FIRST FLOOR LEVEL



SECOND FLOOR LEVEL



BASEMENT LEVEL



GROUND FLOOR LEVEL



*DF*

**DF** Design  
design

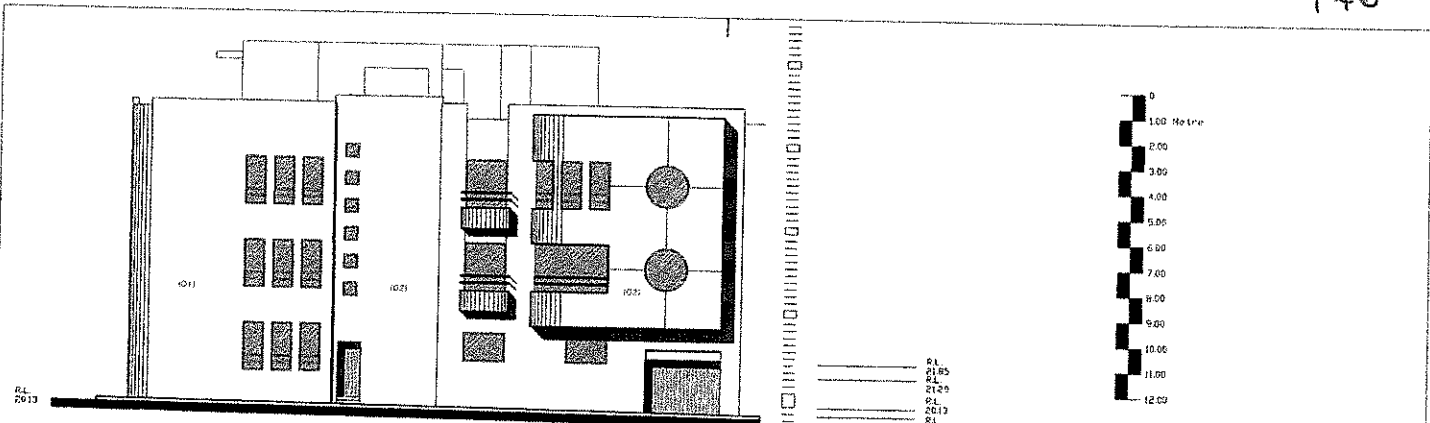
CONSTRUCTION OF RESIDENTIAL UNITS  
WITH UNDERGROUND GARAGES

PROPOSED PLANS

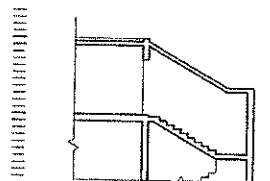
10.10.24

674140

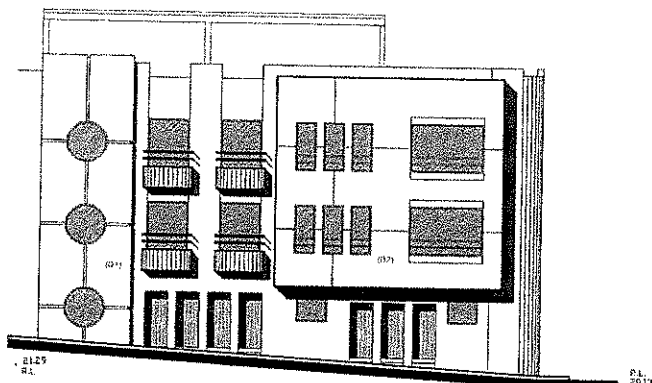
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DATE		BY	CC	NO.	04-103



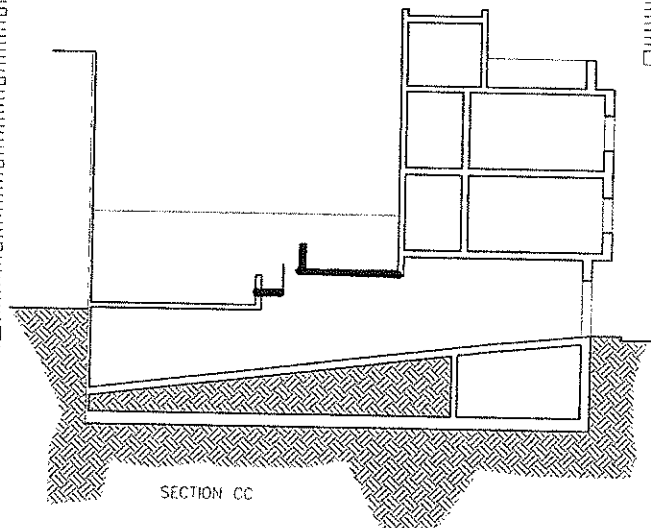
ELEVATION ON TRIG II - TAGHLIM



SECTION DD

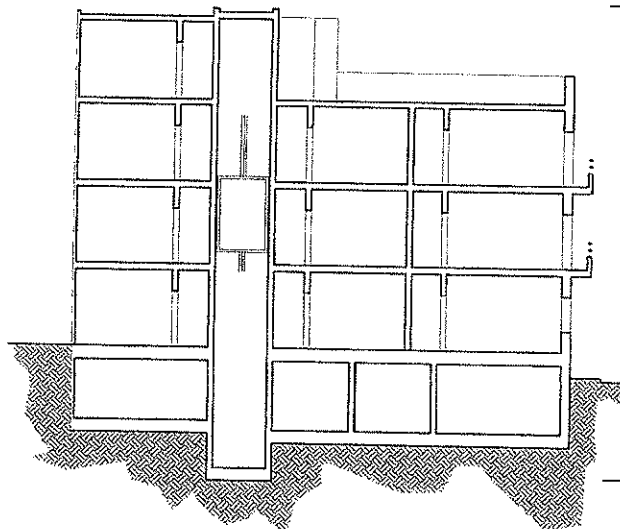


ELEVATION ON (UNNAMED) STREET

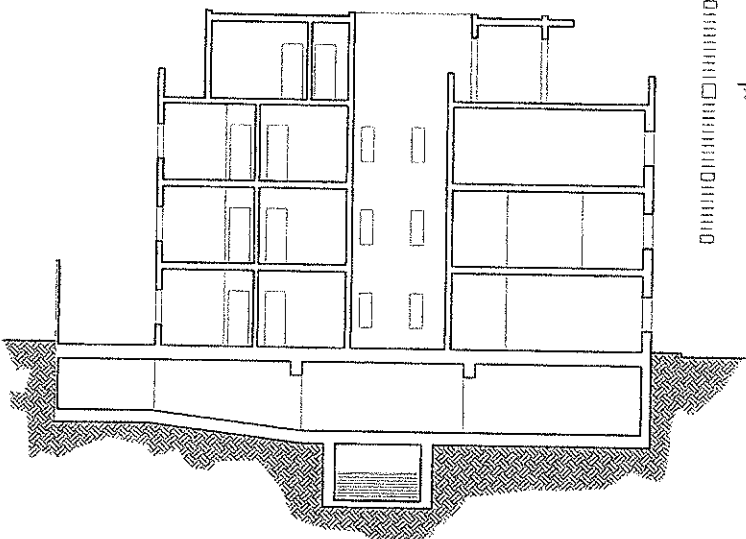


SECTION CC

FACADE III SELF FINISHED MASONRY (01)  
 ALL APERTURES III GREY ALUMINIUM  
 FACADE III RENDERED HOLLOW CONCRETE BLOCK WORK (02)  
 ALL RAILINGS III WROUGHT IRON



SECTION BB



SECTION AA

**DF** DAVID FORREST ARCHITECTS  
 designs ARCHITECTS  
 10/100 Market Street, Perth, Western Australia 6000  
 Telephone: (08) 9442 1111 Fax: (08) 9442 1112  
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671141

CONSTRUCTION OF RESIDENTIAL UNITS  
 WITH UNDERLYING GARAGES  
 PROPOSED ELEVATIONS & SECTIONS  
 1:100 15/07/2017 05 04/2016



Annex 5

Kuntratt ta' xiri tal-beni mmobbli flimkien  
mal-pjanta annessa ma' tali kuntratt

**Illum, erbatax ta' Mejju**  
**tas-sena elfejn u tmienja (14/05/2008).**

Quddiem **NUTAR DOTTOR JOSEPH SMITH LA ROSA** qeghdin jidhru personalment wara li vverifikajt l-identita' taghhom permezz tad-dokumenti ufficjali hawn taht indikati:

Mill-ewwel parti: Vincent Lanzon, manager, iben id-defunt Felix u Filomena nee Mifsud imwieled u residenti Zabbar identity card numru 780954M li qiegghed/qiegghda jidher/tidher fuq dan l-att ghan-nom u in rappresentanza ta' **BANK OF VALLETTA PLC** kif debitament awtorizzat/a

aktar 'il quddiem maghruf bhala **I-Bank**.

Mit-tieni parti: Salvu Schembri, direttur ta' kumpanija, bin il-mejtin, Joseph u Rosaria nee Pace, imwieled Hal-Ghaxaq u residenti Chez Nous, Dawret Hal-Ghaxaq, Ghaxaq bil-karta ta' l-identita bin-numru 938744M, li qiegghed jidher fuq dan l-att ghan-nom tas-socjeta kummercjali **SB PROPERTIES LIMITED** numru ta'registrazzjoni ittra C numru tlieta wiehed wiehed erbgħa tmienja (C31148), kif debitament awtorizzat, hawn that maghruf bhala **I-kumpanija Venditrici**.

Mit-tielet parti: **JONATHAN PACE**, self employed, guvni, iben John u Doris nee Azzopardi imwieled Pieta u residenti Bormla, bil-karta ta' l-identita bin-numru 277083M, aktar 'il quddiem maghruf bhala **I-kljijent u/jew il-kumpratur skond il-kaz**.

**Fl-ewwel lok u bis-sahha ta' dana l-att**, il-Bank qiegghed jagħt b'titolu ta' Self lill-kljijent, li bl-istess titolu jaccetta, is-somma ta' **disgha u disghin elf u mitt Ewro (€99,100) ekwivalenti għal tnejn u erbgħin elf hames mija tlieta u erbgħin Lira Maltija (Lm42543.63)**, aktar 'l isfel imsejha s-somma mislufa, minn liema somma l-kljijent jiddelega lill-istess Bank, li jaccetta, sabiex ihallas is-somma ta' **disgha u tmenin elf u mitt Ewro (€89,100) ekwivalenti għal tmienja u tletin elf mitejn u hamsin Lira Maltija u tlieta u sittin centezmu (Lm38,250.63) direttament lill-venditur għax-xiri tal-propjeta' immobbli gewwa Zejtun deskritta dettaljatament iktar 'il quddiem u r-rimanti somma ta' għaxar elef Ewro (€10,000) ekwivalenti għal erbat elef mitejn tlieta u disghin Lira Maltija (Lm4293) ser tintuza għat-tkomplija ta' xogħolijiet gewwa l-istess propjeta u l-Bank jirriserva l-Privilegg Speċjali spettanti lilu skond l-Artikolu elfejn u għaxra (2010) tal-Kodici Civili ta' Malta.**

Bhala garanzija ta' l-osservanza tal-kundizzjonijiet ta' dan il-kuntratt u partikolarment tal-pagament lura tas-somma mislufa lill-kljijent u ta' l-interessi li jkunu jiddekorru fuqha, kif ukoll ta' spejjez ohra li jkunu magħmula mill-Bank, il-kljijent qiegghed jagħt lill-Bank, li jaccetta:

**Ipoteka Generali** fuq hwejgu kollha, prezenti u futuri għas-somma ta' **disgha u disghin elf u mitt Ewro (€99,100) ekwivalenti għal tnejn u erbgħin elf hames mija tlieta u erbgħin Lira Maltija (Lm42543.63)**;

**Ipoteka Speċjali** għas-somma ta' **disgha u disghin elf u mitt Ewro (€99,100) ekwivalenti għal tnejn u erbgħin elf hames mija tlieta u erbgħin Lira Maltija (Lm42543.63)** fuq il-propjeta deskritta fit-tieni parti ta' dan l-att gewwa Zejtun; u

**Privilegg Speċjali** għas-somma ta' **disgha u disghin elf u mitt Ewro (€99,100) ekwivalenti għal tnejn u erbgħin elf hames mija tlieta u erbgħin Lira Maltija (Lm42543.63)** fuq il-propjeta

Att numru: 51

Self u Bejgh

Insinwat:  
8345/2008  
(30.05.2008)

Vol I:  
8272/2008  
(GPP)

8271/2008  
(Self)

Vol R:  
8830/2008  
(Riduzzjoni)

msemija fil-paragrafu precedentii trasferita fit-tieni parti ta' dan l-istess kuntratt u li tinsab gewwa Zejtun, u dan minbarra xi garanziji ohra li jistghu jiftiehm fuqhom il-partijiet minn zmien ghal zmien.

Il-partijiet jiftiehm illi fuq is-somma mislufa jiddekorri imghax bir-rata kif stipulata fis-*Sanction Letter* li l-klijent jiddikjara u jaccetta illi qaraha u fiehem sewwa l-kontenut kollu taghha. Dan l-imghax ikun ikkalkulat fuq l-ammont dovut minn zmien ghal zmien fuq il-bilanc tas-Self mill-klijent, in konformi mal-prattika bankarja.

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

- a) Aggestament fl-ammont tal-pagamenti regolari matul il-perjodu li ghalih ikun sar is-self; jew
- b) Aggestament fin-numru ta' pagamenti regolari matul il-perjodu li ghalih ikun sar is-self; jew
- c) Aggestament fl-ammont ta' l-ahhar pagament.

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

Sakemm ma jkunx hemm ftehim xort'ohra, is-self irid jithallas fuq zmien perjodu, kif imnizzel fis-*Sanction Letter* jew kwalunkwe estensjoni ta' dan il-perjodu.

Il-Bank u l-klijent jiftiehm illi f'kaz illi ssehh xi wahda mill-kundizzjonijiet imnizzla fl-anness Dokument 'A' li jiffirma parti integrali minn dan il-kuntratt, u li l-klijent jiddikjara u jaccetta illi qaraha u fiehem sewwa l-kontenut kollu tieghu, allura, u fuq kwalunkwe hin wara, il-Bank jista', b'avviz lill-klijent, jiddikjara illi is-self huwa dovut u pagabbli minnufih flimkien ma' l-imghax dovut u kwalunkwe ammont iehor pagabbli skond dan il-kuntratt.

Fil-kaz li l-Klijent ma jaghmiex il-pagamenti kif miftiehem jew jekk ikun hemm xi nuqqas min-naha tal-Klijent, il-Bank jista', b'avviz bil-miktub lill-Klijent, jiddebita xi kont jew kontijiet li l-Klijent ghandu mal-Bank, b'xi uhud mill-pagamenti jew bil-pagamenti kollha, imghax u spejjez.

It-termini u l-kundizzjonijiet li jirregolaw is-self (inkluzi l-perjodu ghall-hlas, ir-rata ta' l-imghax, hlasijiet u drittijiet) jistghu jigu imposti jew mibdula mill-Bank minn zmien ghal zmien:

- (a) jekk jinbidlu l-kundizzjonijiet tas-suq jew tinbidel il-prattika bankarja;
- (b) jekk jinbidlu l-ispejjez jew jitnaqqas il-profitt tal-Bank, inkluzi spejjez jew tnaqqis fil-profitti bhala rizzultat ta' l-osservanza min-naha tal-bank ta' kondizzjonijiet dwar l-adegwatezza kapitali jew riservi minimi jew kull htiega jew kondizzjoni ohra imposta minn xi bank centrali jew minn xi awtorita fiskali jew monetarja jew minn xi awtorita;
- (c) jekk il-klijenti jiksru dan il-ftehim jew jekk ikun hemm nuqqas iehor min-naha tal-klijent;
- (d) jekk tinbidel il-ligi u/jew ikun hemm decizjoni jew rakkomandazzjoni ta' xi qorti, regolatur jew enitita' simili;
- (e) jekk jigu introdotti prodotti, sistemi, metodi, ta' operazzjoni, teknologija, *channels* ghal twassil alternattiv, 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 ghandha mnejn ragjonevolment taffettwa l-kapacita' tal-Klijenti li jezegwixxu l-obbligi taghhom taht dan il-kuntratt.

Qabel ma jaghmel xi tibdil, il-Bank jaghti lill-Klijent avvizi ragjonevoli.

Il-Bank u l-Klijent jiftehmu illi jekk:

(a) il-Klijent jonqos milli jhallas kwalunkwe somma kemm ta' kapital kif ukoll ta' imghax, drittijiet jew spejjez, dovuti minnhom skond dan il-kuntratt fil-hin u bil-mod indikat f'dan il-kuntratt ; jew

(b) il-Klijent jikser jew jonqos milli josserva l-obbligi u l-weghdiet espressi bhala assunti minnhom f'dan il-kuntratt; jew

(c) kwalunkwe rapprezentazzjoni jew garanzija maghmula jew mehuda bhala maghmula, jew ripetuta minn jew in konnessjoni mal-Klijent, hija, jew tinstab li kienet inkorretta b'mod sostanzjali; jew

(d) kwalunkwe dejn tal-Klijent mhuwiex mhallas meta dovut jew isir dovut u pagabbli, jew xi kreditur tal-Klijent ikun intitolat jiddikjara l-istess dejn dovut u pagabbli qabel l-iskadenza tieghu jew xi garanzija jew indennizz tal-Klijent in konnessjoni ma' kwalunkwe dejn mhijjex onorata meta dovuta u mitluba; jew

(e) kwalunkwe kunsens, awtorizzazzjoni, licenzja jew approvazzjoni ta', jew registrazzjoni ma', jew dikjarazzjoni favur, entitajiet jew awtoritajiet pubblici jew tal-gvern, jew qrati, rikjesti mill-Klijent in konnessjoni ma', jew bhala resultat ta' l-ezekuzzjoni, konsenja, validita, enfurzar jew ammissibilita bhala evidenza ta' dan il-kuntratt jew ti-twertiq tal-Klijent ta' l-obbligi tieghu skond il-kuntratt, jigi mibdul, jew mhuwiex moghti, jew huwa revokat jew terminat jew jiskadi u mhuwiex renovat jew inkella jispicallu l-forza u l-effet; jew

(f) kreditur jezercita dritt fuq jew jiehu pussess ta', permezz ta' esekuzzjoni, sekwestru, jew, xi process iehor huwa enforzat jew mahrug kontra xi imprizi, assi, drittijiet jew dhul tal-Klijent u mhuwiex revokat fi zmien sebat (7) ijiem; jew

(g) il-Klijent jisspendi pagament tad-djun taghhom, jew ma jistax, jew jammettix li ma jistax ihallas id-djun tieghu meta jsir dovut, jew jibda negozzjati ma wiehed jew izjed mill-kreditur tieghu bl-iskop ta' reaggustament generali jew riskjedament tad-dejn tieghu kollu jew parti minnu, jew jipponu, jew jidhol f'xi komposizzjoni jew arrangament iehor ghall-beneficcju tal-kreditur in generali jew ta' xi klassi minnhom, jew procedimenti jibdedw in konnessjoni mal-Klijent taht xi ligi, regolament jew procedura ghal rikostruzzjoni tad-djun; jew

(h) il-Klijent jiehu azzjoni jew proceduri legali jibdedw jew xi passi ohra jittiehdu sabiex;

(i) il-Klijent jigi aggodikat jew misjub fallut jew insolventi; jew

(ii) il-Klijent jigu stralcjati jew xolti; jew

(iii) jigi appuntat likwidatur, kuratur, amministratur jew ufficjal simili tal-Klijent;

(i) il-Klijent jissospendi jew iwaqqaf jew jhedded li jissospendi jew iwaqqaf in-negozju tieghu; jew

(j) it-total jew parti sostanzjali mill-imprizi, assi, drittijiet jew dhul, jew ishma, jew interessi ta' proprjeta', tal-Klijent jigu maqbuda, nazzjonalizzati, esproprijati jew akkwistati bilfors minn jew taht l-awtorita ta' xi gvern; jew

(k) it-twettiq ta' l-obbligi jew ta' kwalunkwe obbligu tal-Klijent taht dan il-kuntratt isir illegali f'xi hin, jew

(l) il-Klijent jhassar jew jattakka jew jaghmel, jew igieghel, jew jippermetti li jsir xi att jew haga li turi l-intenzjoni li jhassar jew jattakka dan il-kuntratt; jew

(m) jokkorri fl-opinjoni tal-Bank, xi tibdil sostanzjali fil-kundizzjoni finanzjarja tal-Klijent; jew

(n) jokkorri xi kaz iehor jew xi cirkostanzi ohra li, fl-opinjoni tal-Bank, ghandha mnejn taffetwa sostanzjalment u negattivament il-kapacita' tal-Klijent li jesegwixxi l-obbligi jew wiehed mill-obbligi tieghu, jew b'xi mod iehor jonora t-termini ta' dan il-kuntratt,

allura, u fi kwalunkwe hin wara, il-Bank jista b'avviz lill-Klijent, 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 u l-Bank jaqbel illi:

(1) L-ispejjez u d-drittijiet kollha in konnessjoni ma' dan il-kuntratt jithallsu mill-Klijent li jobbliga ukoll ruhhu li jirrifondi a favur tal-Bank l-ispejjez kollha, inkluzi l-ispejjez u d-drittijiet legali u amministrattivi, maghmula minn zmien ghal zmien, sabiex jigu aggornati r-ricerki tat- trasferimenti u tad-debiti ta' l-istess Klijent, kif ukoll sabiex tigi mantenuta fi stat tajjeb is-sigurta' kollha tal-Bank ghas-soddisfazzjoni tal istess Bank.

(2) Il-Klijent jawtorizzaw lill-Bank sabiex jirritjeni fil-pussess tieghu r-ricerki tat-trasferimenti u tad-debiti ta' l-istess Klijent, sakemm is-self jithallas lura ghas-saldu mill-istess Klijent.

(3) Izjed minn hekk, il-Klijent jobbliga ruhhu li fuq talba tal-Bank jaghmel polza ta' assicurazzjoni fuq il-proprjeta' tieghu kontra kull riskju normali ma' kumpanija ta' assicurazzjoni ta' reputazzjoni tajba u li l-interessi tal-Bank, jigu indikati fuq il-polza ta' assicurazzjoni relattiva. Barra minn hekk, il-Klijent jawtorizza lill-Bank, sabiex jaghmel kull polza ta' assicurazzjoni f'dan ir-rigward fuq il-proprjeta' tieghu, kif jidhirlu l-Bank li hemm bżonn, u dan a spejjez tal-istess Klijent.

(4) Il-Klijent jobbliga ruhhu li jaghti a favur tal-Bank, kull dettal u informazzjoni mehtiega, rilevanti ghall-posizzjoni finanzjarja tieghu, kif mitluba mill-Bank, minn zmien ghal zmien, u li jaghti lill-Bank kull opportunita' li jivverifika l-istess.

(5) Il-Klijent, jobbliga ruhu a favur tal-Bank, li jaccetta:-

a) illi ma jaghtix izjed garanziji ipotekarji fuq il-proprjeta' hawn taht deskritta, anke jekk dawn il-garanziji ipotekarji ikunu



wara dawk registrati a favor tal-Bank, minghajr il-kunsens antecedenti u bil-miktub tal-Bank; u

b) illi ma jikrix, ma jissullokax, ma jitlaqx u ma jhallix terz persuni juzaw l-istess proprjeta' taht l-ebda titolu, u dan minghajr il-kunsens antecedenti u bil-miktub tal-Bank.

(6) Jiena Nutar sottofirmat, wara li ghamilt il-verifiki opportuni mar-Registru ta' l-Artijiet, niddikjara illi l-proprjeta' trasferita bis-sahha ta' dan il-kuntratt ma taqax f'erja ta' registrazzjoni u illi ma gietx volontarjament registrata.

Inoltre il-Klijent u l-Bank jaqblu illi l-Bank ikun intitolat illi jaghmel jew isegwi kwalsiasi applikazzjoni fir-Registru ta' l-Artijiet ghar-registrazzjoni tal-proprjeta' trasferita fit-tieni parti ta' dan l-istess kuntratt f'kaz illi l-istess proprjeta' taqa f'areja ta' registrazzjoni u dan a spejjez tal-Klijent.

(7) Il-partijiet jaqblu u jiftiehm u illi l-obbligi, d-drittijiet u l-kundizzjonijiet kollha tas-self u l-kuntratt relattiv ghandhom jigu regolati u interpretati esklussivament skond il-ligijiet tar-Repubblika ta' Malta u li l-Qrati Maltin ghandhom guriisdizzjoni mhux esklussiva fir-rigward ta' dan is-self u l-kuntratt relattiv.

(8) Il-Klijent jaqbel 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 jirregola ruhu dwar ir-riskju fuq il-self moghti lill-Klijent. Il-Klijent jiddikjara illi huwa mhux qed jistrieħ fuq id-decizjoni tal-Bank li jissomministra s-self bhala prova li t-titolu tal-propjeta' huwa wiehed tajeb.

**Fit-tieni lok ta' dan l-att u bis-sahha tieghu wkoll** il-kumpanija venditrici qieghdha tbiegh, iccedi, tassenja u littrasferixxi a favor tal-kumpratur, li qieghed jaccetta, jixtri u jakkwista il-**groundfloor maisonette** immarkat bil-blu fuq il-pjanta hawn annessa dokument M, **bin-numru erbgħa (4) bl-isem "Shelik"** formanti parti minn kumpless li jgib l-isem "Eureka", minghajr l-arja tieghu u liema kumpless jinsab fi **Triq it-Tagħlim Zejtun**, formanti parti mill-art magħrufa s-Salib jew Mastru Gidelu jew Mastru Galutin konfinanti mill-punent mal-area stradali tramuntana ma' plot numru erbgħa (4) u l-vant ma plot numru wiehed (1), liberu u frank, kif sogġett għall-servitutiet li jirrizultaw mill-posizzjoni tieghu, fosthom ta' mogħdija ta' katusi u servizzi li jservu il-propjeta' sovrastanti u sottoposti, fl-istat kif inhu llum, kif spezzjonat u a sodisfazzjon tal-kumpratur.

Il-kumpratur u s-successuri tieghu fit-titolu ghandu dritt ta' usu in perpetwu u mhux interrot li jinstalla tank ta' l-ilma ta' hames mitt litru (500lt) fuq l-ghola bejt tal-blokk u bl-access għall-fini ta' manutenzjoni ta' l-istess tank u għat-tqieghid ta' satellite dish komuni. Dawn is-servizzi jitqieghdu f'post indikat mill-venditur. Il-kumpanija venditrici jew aventi kawza tagħha jew successuri tagħha fit-titolu zzomm il-propjeta' ta' l-arja tal-blokk bil-patt li jkunu jistgħu jizvilluppaw l-istess arja u jkollhom id-dritt li jqabdu ma'servizzi ezistenti u li jifthu twieqi u aperturi fix-xafts u btieħ komuni skond il-bzonn u minghajr il-permess tal-kumpratur accettanti. Il-kumpanija venditrici tiriserva d-dritt illi tibni meta trid u dana bil-patt li ggib il-permessi relattivi u bil-patt li ttella is-servizzi esiztenti għal fuq il-bejt il-gdid a spejjes tagħha u bl-anqas inkonvenjent għall-kumpratur accettanti. F'kaz li l-kumpanija venditrici jew is-successuri tagħha fit-titolu jibnu sulari ohra jobbligaw ruhhom illi jagħtu d-dritt in perpetwu u mhux

interrott għall-installazzjoni u manteniment ta' tank ta' l-ilma u communal satellite dish fuq l-ghola bejt tal-blokk.

Dan il-bejgħ qiegħed isir u jigi accettat taht is-segwenti pattijiet u kundizzjonijiet miftiehma bejn il-partijiet:

Versu l-prezz ta' globali u komplessiv ta' **disgha u disghin elf Ewro (€99,000) ekwivalenti għall tnejn u erbghin elf u hames mitt Lira Maltija u sebghin cenmtezm (Lm42,500.70)**, li minnhom il-kumpratur diga hallas qabel illum is-somma ta' erbat elef sitt mija tmienja u hamsin Ewro (€4,658) ekwivalenti għal elf disa' mija u disgha disghin Lira Maltija u sebgha u sittin centezmu (Lm1999.67) u l-kumpratur qiegħed prezentament ihallas is-somma ta' hamest elef mitejn u tnejn u erbghin Ewro (€5242) ekwivalenti għal elfejn mitejn u hamsin Lira Maltija u disgha u tletin centezmu (Lm2250.39) u l-Bank, kif iddelegat aktar 'il fuq f'dana l-att mill-kumpratur, qiegħed ihallas is-somma ta' disgha u tmenin elf u mitt Ewro (€89,100) ekwivalenti għal tmienja u tletin elf mitejn u hamsin Lira Maltija u tlieta u sittin centezmu (Lm38,250.63) a saldu tal-prezz intier direttament li venditur nominee, li jaccettaw u jhalli d-debita ricevuta għal prezz kollu u l-Bank jirriserva l-Privilegg Speċjali spettanti lilu skond il-ligi.

1. Il-kumpanija venditrici tiggarrantixxi l-pacifiku pussess u godiment reali tal-proprjeta' hawn trasferita b'ipoteka Generali fuq il-beni kollha tal-kumpanija venditrici, prezenti u futuri, favur il-kumpratur accettanti.

2. Il-proprjeta' qiegħda tinbiegħ bil-pussess battal u libera minn drittijiet ta' terzi, u libera minn kull dejn, u/jew ipoteki u minn kull litigazzjoni.

3. Il-kumpanija venditrici tiddikjara u tiggarrantixxi illi li l-kompless li l-beni hawn in vendita jiffirma parti minnu huma mibnija skond l-arti u s-sengħa u skond il-permessi tal-bini validi u li l-ispejjes tat-Triq, drenagg u bankina huma mħallsa, u kif ukoll l-ispejjes u d-drittijiet ta' kull min hadem fuq dan il-kompless komprisi periti u fornituri ta' materjal.

4. Il-kumpanija venditrici tiddikjara illi l-proprjeta' in vendita m'hijjex kolpita u/jew milquta minn xi ordni ta' esproprijazzjoni jew intenzjoni ta' esproprijazzjoni mill-Gvern jew Awtorita' kompetenti jew minn xi rekwisizzjoni.

5. Il-kompratur jobbliġa ruħhu li jzomm il-faccata tal-maisonette u ta' wara u x-xaftijiet f'kondizzjoni ta' manutenzjoni tajba u simili għall-kumplament tal-blokk.

6. L-ispejjes u d-drittijiet ta' dan l-att, inkluza t-taxxa fuq id-dokumenti u t-trasferimenti jithallsu mill-kumpratur. Taxxa fuq qiegħed kapitali tithallas mill-venditur.

7. Rigward appoggi l-kumpratur la jhallas u lanqas jithallas.

8. Il-kumpanija venditrici tiggarrantixxi illi l-lock-up garage/s ta' taht jkunu għall-uzu personali ta' garage spaces jew garaxxijiet u man jistgħux jintuzaw għall-skopijiet industrijali jew kummerċjali u annimali u tjur ma jistgħux jinżammu go fihom u storage ma jstax isir go fihom jekk mhux storage ta' effetti personali li ma jkunux kombustibbli.

Ghall-fini ta' l-Att numru sbatax (XVII) dwar it-taxxa fuq id-Dokumenti u Trasferimenti tas-sena elf disa' mija tlieta u disghin (1993) qieghed jigi hawn iddikjarat illi l-kumpanija venditrici akkwistat il-art li fuqha mibnija l-blokka bl-isem Eureka u li l-imsemmi maisonette jiforma parti minnha bis-sahha ta' kuntratt fl-atti tan-Nutar Pierre Cassar datat tmienja u ghoxrin ta' Gunju tas-sena elfejn u hamsa (28/06/2005).

U ghalhekk qieghed jigi hawn iddikjarat illi dan l-att mhux imponibbli skond il-ligi.

Ghall-fini ta' Kapitlu mitejn sitta u erbghein (246) tal-Ligijiet ta' Malta il-kumpratur jiddikjara illi huwa jikkwalifika li jakkwista din il-propjeta' minghajr il-bzonn ta' permess ta' l-akkwist ta' propjeta' immobbli minn persuni mhux residenti u dana peress illi huwa jiddikjara illi huwa cittadin residenti ta' l-Unjoni Ewropea u li ghex Malta ghal perjodu kontinwu matul hajtu ta' hames snin.

Ghall-fini ta' l-Att numru sbatax (XVII) tal-ligijiet ta' Malta tas-sena elf disa' mija tlieta u disghin (1993) qieghed jigi hawn iddikjarat illi t-taxxa dovuta fuq dan l-att mill-kumpratur tammonta ghal tlett elef erba' mija hamsa u sittin Ewro (€3465) ekwivalenti ghall-elf erba' mija sebgha u tmenin Lira Maltija u tnejn u hamsin centezmu (Lm1487.52)

Il-kumpratur jikkwalifika biex ihallas it-taxxa bir-rata ta' tlieta punt hamsa fil-mija (3.5%) fuq l-ewwel mija u sbatax-il elf Ewro (€117,000) peress illi huwa jiddikjara illi qieghed jakkwista din il-propjeta bl-intenzjoni li jistabbillixxi l-unika u ordinarja residenza tieghu go din il-propjeta. Din id-dikjarazzjoni qieghda ssir wara li jien Nutar spjegajtlu l-importanza ta' din id-dikjarazzjoni tieghu.

Ghall-fini ta' l-Att numru tmintax (XVIII) tal-Ligijiet ta' Malta tas-sena elf disa' mija tlieta u disghin (1993) qieghed jigi hawn iddikjarat illi t-taxxa fianli fuq qliegh kapitali dovuta mill-venditur tammonta ghall hdax-il elf tmien mija u tmenin Ewro (€11,880), ekwivalenti ghall hamest elef u mitt Lira Maltija (Lm5100).

Ghal kull buon fini u effetti tal-ligi jigi dikjarat mill-partijiet, wara li jiena Nutar sottofirmat fehemthom sewwa l-importanza ta' tali dikjarazzjoni skond il-ligi, illi l-valur fuq imsemmi ghall-propjeta hawn trasferita, huwa valur gust u reali.

Ghall-finijiet ta' subartikolu tnax (12) ta' l-Artikolu hamsa ittra "A" (5A) tal-Kapitolu numru mija u tlieta u ghoxrin (123) tal-Ligijiet ta' Malta dwar it-Taxxa fuq il-Qliegħ, il-partijiet jiddikjaraw, wara li jiena Nutar sottofirmat fehemthom sewwa bl-importanza ta' tali dikjarazzjoni skond il-ligi f'Malta illi huma f'dana l-att ddikjaraw l-fatti kollha li jiddeterminaw jekk it-trasferiment hux wiehed li japplika ghalih l-Artikolu hamsa ittra "A" (5A) u l-fatti kollha li huma relevanti sabiex jigi kkalkulat il-valur tat-taxxa li trid tithallas jew xi ezenzjoni tagħha, inkluz il-valur reali tal-propjeta li fl-opinjoni tagħhom huwa l-valur kummercjali ta' l-istess propjeta; U inoltre il-partijiet qed jezentaw lin-Nutar sottofirmat minn kwalsiasi responsabilita' dwar il-metodu u l-flas tat-taxxa relativi ma' dan l-att sia fuq l-att imsemmi kif ukoll wara li jiena Nutar sottofirmat fehemthom sewwa l-effetti u l-konsegwenzi ta' tali ezenzjoni.

**Fit-tielet Lok ta' dan l-att** qieghed jidher Paula Mifsud Bonnici avukat, bint Antoine u Rse nee' Fava mwielda San Giljan residenti Rabat, Malta identity card numru 6173M fisem u in

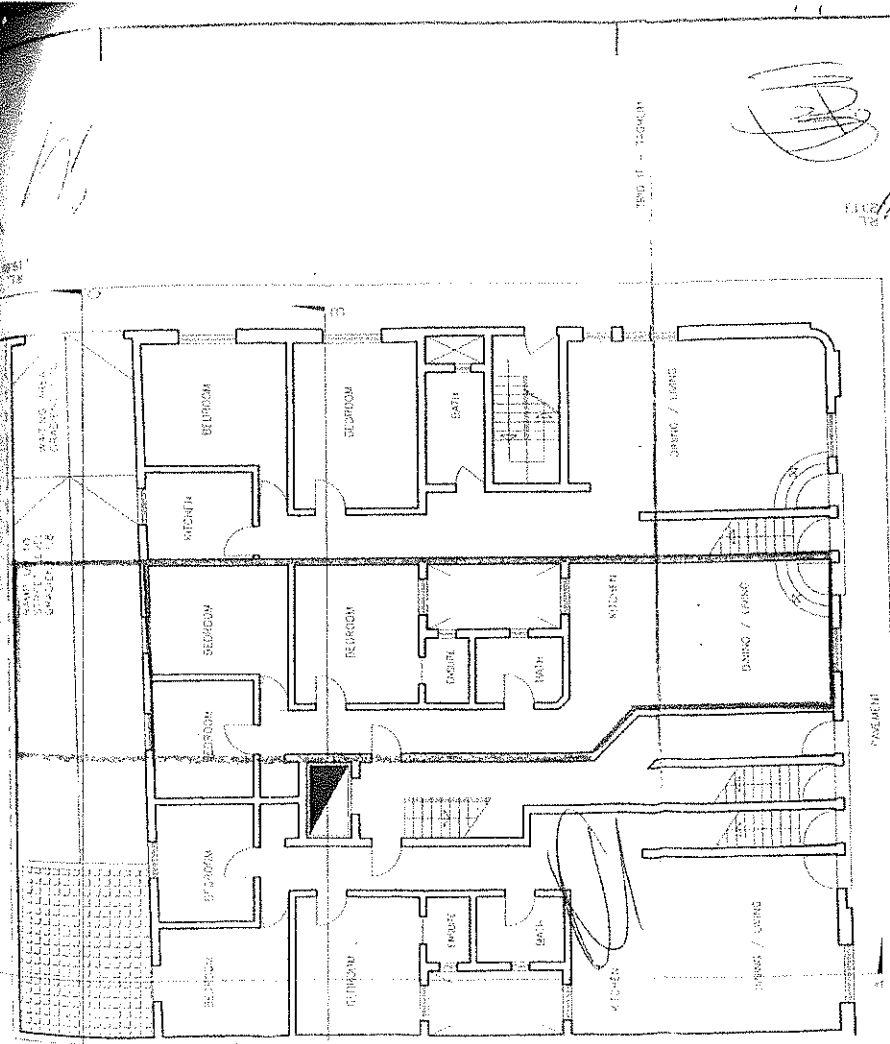
185

raprezentanza ta' **HSBC BANK MALTA PLC** kif debitament awtorizzat aktar 'l isfel maghruf bhala **l-Bank Kreditur**.

Bis-sahha ta' din l-ahhar parti ta' dan l-att il-Bank kreditur qiegħed jippresta l-kunsens tiegħu għall-rilaxxament tal-proprjeta' de quo mid-drittijiet ipotekarji numru wieħed wieħed zero sebgha disgha tas-sena elfejn u hamsa (**lp.11079/2005**) u jzomm fermi, validi u integri d-drittijiet illi jolqtu proprjeta' oħra mhux oggetti ta' dan il-kuntratt.

Dana l-att gie magħmul, moqri u ppubblikat wara li l-kontenut tiegħu gie debitament spjegat skond il-ligi, **f'Malta, fl-ufficcji tal-Bank of Valletta p.l.c, Legal Office BOV, numru wieħed sbarra hamsa (1/5) Saint George's Square, gewwa l-Belt Valletta.**

**Firmati:**  
**Salvu Schembri**  
**Jonathan Pace**  
**Vincent Lanzon**  
**Dr Paula Mifsud Bonnici**  
  
**Dr Joseph Smith La Rosa**  
**Nutar Pubbliku ta' Malta**



GROUND FLOOR LEVEL

1/2\"/>

PAVEMENT

PLAN

REV

*Handwritten signature and initials*

<b>DF</b> design		Diana Elzein, architect Amr & Ute Elzein	
ADDRESS: 11100 UNIVERSITY BLVD., SUITE 10104, DALLAS, TX 75243		PHONE: 972.242.1111	
WWW.DFDDESIGN.COM		E-MAIL: info@dfd.com	
JOB TITLE: CONSTRUCTION OF RESIDENTIAL UNITS WITH UNDERGROUND GARAGES			
PROJECT: PROPOSED PLANS			
DATE: 11.02.04	PROJECT: 02	JOB #: 04-104	DRAWN BY: DP
DATE: 10.10.04	PROJECT: D Phase	JOB #: 04-104	DRAWN BY: DP

PLAN: No.P.A. 5991/04/2008  
O.C.C. Board No.:

**SANITA APPROVED**  
3 JUN 2005  
Jose de Conti Manduca  
Sanitary Engineer

11515 PINE...  
DEPARTMENT OF PUBLIC WORKS



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Annex 6

Inkartament mill-Prim Awla tal-Qorti Ċivili  
u dokumentazzjoni oħra pprovduta

188

35583



Fil-Prim Awla' tal-Qorti Civili

35583	

Fl-Atti tas-Subbasta Nru.13/2021

Falliment ta' Jonathan Pace

vs

X

Lill: Perit Simone Vella Lenicker

Inti mgharraf illi gejt mahtur bhala espert fl-atti tal-Mandat ta' Qbid ta' Hwejjeg Immobbli hawn fuq insemmi sabiex taghmel deskrezzjoni tal-fond jew fondi indikat fir-rikors promotur u sabiex tfisser il-pizijiet, kirjiet u jeddiet ohra, sew reali kemm personali, jekk ikun hemm, li ghalihom dan il-fond jew fondi ikun suggett kif ukoll l-ahhar trasferiment tieghu, skond l-informazzjoni li jkun ha mill-kreditur jew mid-debitur.

Inti mitlub sabiex tigi tigbor l-inkartament relattiv mit-22 ta' April 2021 'l quddiem fil-waqt illi mgharraf illi ghandek sal-24 ta' Gunju 2021 sabiex tipprezenta r-rapport dettaljat tieghek.

Gaetana Aquilina  
Deputat Registratur

Substanz Immobli

189  
1102

Fil-Prim' Awla tal-Qorti Ċivili

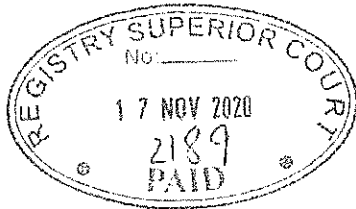
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585/2013JZM

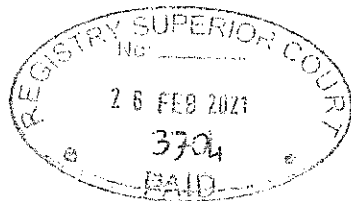
Fil-Proceduri tal-Falliment  
ta' Jonathan Pace :

Paen: € 200.00

u b'digriet tat-3 ta' April 2014  
Melanie Pace (ID 650082M) giet  
awtorizzata tintervjeni fil-  
procediment *in statu et terminis*



u b'digriet tas-7 ta' Ottubru  
2014 gie nominat l-Avukat Dr.  
Christopher Chircop bhala  
Kuratur *ad litem* sabiex  
jirrapprezenta l-interessi tal-  
mejjet Jonathan Pace fil-  
procediment tal-lum



Differita sine die pendenti l-eżitu  
tas-subasta tal-immobbli tal-fallut

Rikors tal-Kuratur tal-Falliment Av. Dott Richard Galea Debono għall-hruġ ta' Mandat ta' Qbid ta' Fwejjeġ Immobbli.

Jgħid bil-Qima:

Illi in forza ta' provvedimenti tal-Onorabbli Qorti tat-28 ta' Novembru 2019, gie ordnat illi :

*"Fl-ewwel lok, qeghda tordna lill-kuratur tal-falliment sabiex jaghmel kull ma huwa mehtieg sabiex il-proprjeta' kollha tal-fallut tinbigh bil-procedura ta' l-bejgh bl-irkant fil-qorti skont l-Art 313 sa 357 tal-Kap 12 tal-Ligijiet ta' Malta."*

Dan sabiex, il-kuratur rikorrent ikun jista' jghaddi għall-ħlas tal-kreditu skond il-pregradwazzjoni ġa stabbilita minn din il-Qorti, kif varjata mill-Onorabbli Qorti tal-Appell.

Illi l-assi immobbiljari tal-falliment jikkonsistu f'dan li ġej, u dwarhom qed jingħad kif u meta ġew akkwistati, qeghda tingħata deskrizzjoni, qeghdin jiġu annessi pjanti li juru d-diversi siti, u qeghda tingħata lista tal-ipoteki gravanti kull propjeta'.



### Lista' tal-Immobbli

Permezz ta' kuntratt fl-atti tan-Nutar Joseph Smith La Rosa tal-14 ta' Mejju 2008 Jonathan Pace kien akkwista minghand SB Properties Limited :

- A. Il-groundfloor maisonette immarkat bil-blu fuq il-pjanta annessa mal-istess kuntratt, bin-numru 4, bl-isem "Shelik" formanti parti minn kumpless li jgħib l-isem "Eureka" mingħajr l-arja tiegħu u liema kumpless jinsab fi Triq it-Tagħlim, Żejtun, formanti parti minn art jisimha s-Salib jew Mastru Gidelu jew Mastru Galutin, liberu w frank kif soġġett għas-servituziet li jirriżultaw mill-pożizzjoni tiegħu, kif aňjar deskritti fl-istess kuntratt u taħt il-kundizzjonijiet hemm imsemmija.

Il-propjeta' illum tinsab okkupata mill-armla tal-mejjet Jonathan Pace.

Permezz ta' kuntratt fl-atti tan-Nutar Reuben Debono tal-11 ta' Ġunju 2009, Jonathan u Melanie Pace kien flimkien akkwistaw minghand George u Josephine konjuġi Muscat:

- B. Il-Flat internament markat bin-numru 1 li jinsab fl-ewwel sular u sotto għall-flat immarkat numru 2 li jinsab fit-tieni sular liema flat huwa wkoll propjeta ta' Jonathan Pace, u ser jissemma infra;

Formanti parti minn kumpless ta' bini bl-isem "Waveline" għewwa Triq il-Knisja Xagħira, għewwa Haż-Żabbar, bla ċens bid-drittijiet u pertinenzi tiegħu.

Permezz ta' kuntratt fl-atti tan-Nutar Vanessa Buttigieg taż-17 ta' Settembru 2009 Jonathan Pace kien akkwista minghand Victoria Bondin:

- C. Il-Hanut jismu "Tyson Butcher" bin-numru uffiċjal 15, fil-livell tat-triq fi Triq il-Kanonku De Domenico, Żejtun, sottopost għall-propjeta' ta' terzi, eskluża l-arja tiegħu, kif suġġett għall-piżijiet minnhabba l-pożizzjoni tiegħu, bid-drittijiet u pertinenzi tiegħu, liberu w frank, u suġġett għall-kondizzjonijiet kollha fl-imsemmi kuntratt.

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Permezz ta' kuntratt fl-atti tan-Nutar Reuben Debono tal-21 ta' Marzu 2011, Jonathan u Melanie Pace kien flimkien akkwistaw mingħand George u Josephine konjuġi Muscat:

- D. Il-Flat internament markat bin-numru 2 li jinsab fit-tieni sular u sovarappost għall-flat immarkat numru 1 li jinsab fl-ewwel sular liema flat diġa kien propjeta ta' Jonathan Pace;
- E. Il-flat internament bin-numru 3 li jinsab fit-tielet sular ;
- F. Il-penthouse il-penthouse internament markata bin-numru 4 li tinsab fir-raba sular bi-arja libera tagħha usque ad coelum;

Ilkoll formanti parti minn kumpless ta' bini bi-isem "Waveline" għewwa Triq il-Knisja Xaghira, għewwa Hżi-Żabbar, bla ċens bid-drittijiet u pertinenzi tagħhom;

Kif aħjar deskritti fl-istess imsemmi kuntratt.

Lista ta' Ipoteki fuq il-Propjetajiet Soġġetti għall-Mandat

		€
<u>Flat 1 Waveline Complex</u>		
8271/2008	Bank of Valletta plc	99,100
18748/2008	Bank of Valletta plc	25,000
8838/2009	Bank of Valletta plc	70,000
14399/2009	Bank of Valletta plc	186,500
6562/2010	Bank of Valletta plc	70,000
4583/2011	Bank of Valletta plc	50,000
4744/2011	Bank of Valletta plc	105,000
14450/2011	Bank of Valletta plc	50,000
14451/2011	Bank of Valletta plc	50,000
19018/2011	Alf Mizzi & Sons Ltd	22,118
19781/2011	Malta Beef Limited	62,341
15688/2012	Nazzareno Zammit	17,500
7862/2013	SM Marketing Limited	198,000
8279/2013	Five Effs Ltd	53,499
8915/2013	George Borg	62,857
<u>Flanut Tyson Butcher</u>		
14399/2009	Bank of Valletta plc	186,500
6562/2010	Bank of Valletta plc	95,000
4583/2011	Bank of Valletta plc	50,000
4744/2011	Bank of Valletta plc	105,000

1105 192

14450/2011	Bank of Valletta plc	50,000
14451/2011	Bank of Valletta plc	50,000
19018/2011	Alf Mizzi & Sons Ltd	22,118
19781/2011	Malta Beef Limited	62,341
15688/2012	Nazzareno Zammit	17,500
7862/2013	SM Marketing L	198,000
8279/2013	Five Effs Ltd	53,499
8915/2013	George Borg	62,857

Appartamenti 2,3 u 4 Waveline  
Complex

4583/2011	Bank of Valletta plc	50,000
4744/2011	Bank of Valletta plc	200,000
14450/2011	Bank of Valletta plc	50,000
14451/1011	Bank of Valletta plc	50,000
19018/2011	Alf Mizzi & Sons Ltd	22,118
19781/2011	Malta Beef Ltd	62,341
15688/2012	Nazzareno Zammit	17,500
7862/2013	SM Marketing Limited	198,000
8279/2013	Five EFFS Ltd	53,499
8915/2013	George Borg	62,857

Maisonette Shelik

8271/2008	Bank of Valletta plc	99,100
18748/2008	Bank of Valletta plc	25,000
8838/2009	Bank of Valletta plc	70,000
14399/2009	Bank of Valletta plc	186,500
6562/2010	Bank of Valletta plc	70,000
4583/2011	Bank of Valletta plc	50,000
4744/2011	Bank of Valletta plc	200,000
14450/2011	Bank of Valletta plc	50,000
14451/1011	Bank of Valletta plc	50,000
19018/2011	Alf Mizzi & Sons Ltd	22,118
19781/2011	Malta Beef Ltd	62,341
15688/2012	Nazzareno Zammit	17,500
7862/2013	SM Marketing Limited	198,000
8279/2013	Five EFFS Ltd	53,499
8915/2013	George Borg	62,857

193  
1106

Site Plans

Dok A – site plan tal-kumpless Waveline;

Dok B – site plan tal-maisonette Shelik;

Dok C – site plan tal-ħanut Tyson Butcher.

Għaldaqstant il-Kuratur Rikorrent jittlob bil-qima illi in eżekuzzjoni tal-provvediment fuq imsemmi, din l-Onorabbli Qorti jogħġobha tordna il-ħruġ ta' Mandat ta' Qbid ta' Hwejjeġ Immobbli fuq il-propjetajiet imsemmija, kif ukoll tagħti dawk l-ordnijiet u provvedimenti li jidrilha opportuni fosthom dawk kontemplati fl-artikolu 306 tal-Kap.12.

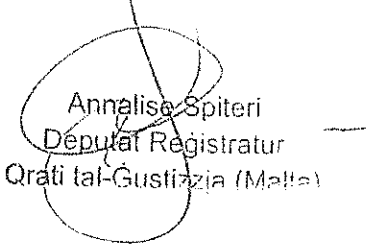
Richard Galea Debono Av  
31/6 Triq San Federiku, Valetta  
richard@gdadvocates.com

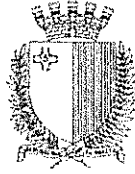
17 NOV 2020

Ilum

ipreżentata mill P.L. J.P. Busuttii

bla dokk 1106-13

  
Annalise Spiteri  
Deputat Registratur  
Qorti tal-Gustizzja (Malta)



QORTI CIVILI PRIM`AWLA

ONOR. IMHALLEF  
JOSEPH ZAMMIT McKEON

Illum it-Tnejn 30 ta` Novembru 2020

Rik. Nru. 585/2013 JZM

Fil-Proceduri tal-Falliment  
ta` Jonathan Pace ;

u b` digriet tat-3 ta` April 2014  
Melanie Pace (ID 650082M)  
giet awtorizzata tintervjeni fil-  
procediment *in statu et*  
*terminis*

u b` digriet tas-7 ta` Ottubru  
2014 gie nominat l-Avukat Dr.  
Christopher Chircop bhala  
Kuratur *ad litem* sabiex  
jirrapprezenta l-interessi tal-  
mejjet Jonathan Pace fil-  
procediment tal-lum

Il-Qorti :

Rat ir-rikors li pprezenta l-kuratur tal-falliment fis-17 ta`  
Novembru 2020.

198

1111

Tordna li qabel xejn jigi prezentati pjanti tal-proprjetajiet indikati fir-rikors liema pjanti jridu jkunu rilaxxjati mir-Registru tal-Artijiet.

Tordna wkoll li jsir il-hlas tad-dritt tar-Registru tal-Qorti skont il-ligi.

Tirriserva li tipprovdi ulterjorment.



**Onor. Joseph Zammit McKeon**  
**Imhalef**

Fil-Qorti Civili

(Sezzjoni tal-Kummerċ)

Wara d-digriet tal-Qorti tal-Hamis 28 ta' Novembru 2019

Rik. Nru. 585/2013 JZM Fil-Proceduri ta' Falliment ta' Jonathan Pace ;

u b'digriet tat-3 ta' April 2014 Melanie Pace (ID 650082M) giet awtorizzata tintervjeni filprocediment in statu et terminis u b'digriet tas-7 ta' Ottubru 2014 gie nominat l-Avukat Dr. Christopher Chircop bhala Kuratur ad litem sabiex jirrapprezenta l-interessi talmejjiet Jonathan Pace fil-procediment tal-lum

Nota tal-Kuratur tal-Falliment Richard Galea Debono in Segwitu għar-Rikors għall-Ħruġ ta' Mandat ta' Qbid fuq Ғwejjeġ Immobbli

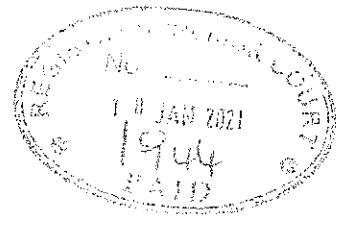
Igħid bil-Qima:

Illi in ottemperanza mad-digriet tal-Onorabbli Qorti tat-30 ta' Novembru 2020 qed jeżibixxi, sabiex jigu filzati fil-proċess tar-rikors għall-ħruġ ta' Ғruġ ta' Mandat ta' Qbid fuq Ғwejjeġ Immobbli, il-pjanti rilaxxjati mir-Registru tal-Artijiet

Ground floor maisonette bin-numru 4 jjsimha "Shelik" parti mill-kumpless ta' bini gismo Eureka gewwa Triq it-Tagħlim, Zejtun mixtrija b'kuntratt fl-atti tan-Nutar Joseph Smith La Rosa.

Pjanta A

Appartament numru 1 fil-pjan terren formanti parti minn kumpless ta' bini bl-isem Waveline Complex fi Triq il-Knisija , Xaghra, Zabbar mixtri b'kuntratt fl-atti ta-Nutar Reuben Debono fil-11 ta' Gunju 2009 . U L-appartamenti enumerati 2,3 u 4 fil-Waveline Complex fuq gja msemmija mixtrija b' kuntratt fl-atti tan-Nutar Reuben Debono fil-21 ta' Marzu 2011.



Pjanta B

Hanut "Tyson Butcher" numru 15 pian terren Triq Canon Dedomenico, Zejtun mingħajr l-arja tieghu, mixtri b' kuntratt fl-atti tan-Nutar Vanessa Buttigieg taz-17 ta' Settembru 2009.


Pjanta Ċ

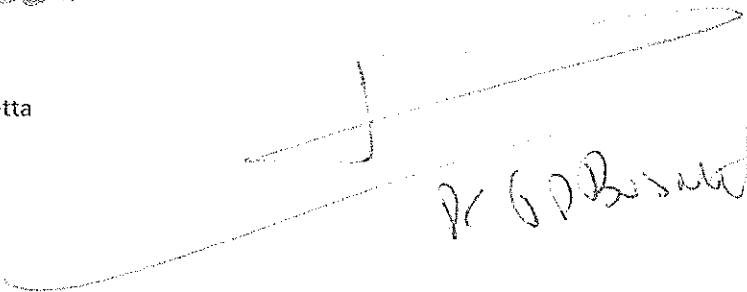
Sabiex b'hekk l-Onorabbli Qorti tkun tista' tilqa' r-rikors u jogħoġobha tordna l-ħruġ ta' Mandat ta' Qbid ta' Ғwejjeġ Immobbli fuq il-propjetajiet imsemmija, kif ukoll tagħti dawk l-ordnijiet u

1113  
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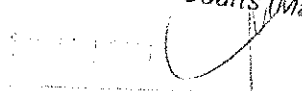
provvedimenti opportuni, u partikolarment imma mhux eskusivament dawk imsemmija fl-artikolu 306 et seq. Tal-Kap.12 tal-Ligijiet ta' Malta sabiex ir-rikorrent ikun jista' b'hekk jillikwida l-assi tal-Falliment u jipproċedi għall-egħluq tiegħu.

Ma hemmx lok għall-notifika, billi l-esponent jirrapprezenta l-assi tal-Falliment kif ukoll il-massa tal-kredituri skond il-Ligi.

  
Richard Galea Debono LL.D  
31/6 Triq San Federiku, Valetta

  
P.L. J.P. Busuttill

Rose Marie Vella  
Deputat Registratur  
Deputy Registrar  
Qrati tal-Gustizzja (Malta)  
Law Courts (Malta)

  
P.L. J.P. Busuttill

Mieg (3)



1120 199



**QORTI CIVILI PRIM`AWLA**

**ONOR. IMHALLEF  
JOSEPH ZAMMIT McKEON**

**Illum il-Gimgha 12 ta` Marzu 2021**

**Rik. Nru. 585/2013 JZM**

**Fil-Proceduri tal-Falliment  
ta` Jonathan Pace**

*u*

**b`digriet tat-3 ta` April 2014  
Melanie Pace (ID 650082M)  
giet awtorizzata tintervjeni fil-  
procediment *in statu et  
terminis***

*u*

**b`digriet tas-7 ta` Ottubru  
2014 gie nominat l-Avukat Dr.  
Christopher Chircop bhala  
Kuratur *ad litem* sabiex  
jirrapprezenta l-interessi tal-  
mejjet Jonathan Pace fil-  
procediment tal-lum**

**Il-Qorti :**

Rat ir-rikors li pprezenta l-kuratur tal-falliment fis-17 ta' Novembru 2020.

Rat id-dokumenti li kienu prezentati mar-rikors.

Rat id-digriet taghha tat-30 ta' Novembru 2020.

Rat in-nota li pprezenta l-kuratur tal-falliment fit-18 ta' Jannar 2021.

Rat id-dokumenti li kienu prezentati man-nota.

Tilqa' t-talba kif dedotta fir-rikors tal-kuratur tal-falliment tas-17 ta' Novembru 2020, bir-riserva li taghti provvedimenti ulterjuri fil-kaz ta' htiega.

Spejjez rizervati.



**Onor. Joseph Zammit McKeon**  
**Imhalled**



## SUBBASTA NRU. 13/2021

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B'Digriet mogħti fil-Prim Awla tal-Qorti Civili fil-ħamsa u għoxrin (25) ta' Marzu elfejn u wieħed u għoxrin (2021), fuq rikors tal-Avukat Dott Richard Galea Debono bħala kuratur tal-falliment ta' Jonathan Pace, gie ordnat il-bejgh bl-irkant;

1. Il-groundfloor maisonette bin-numru erbgħa (4), bl-isem "Shelik" formanti parti minn kumpless li jgħib l-isem "Eureka" mingħajr l-arja tiegħu u liema kumpless jinsab fi Triq it-Tagħlim, Żejtun, formanti parti minn art jisimha s-Salib jew Mastru Gidelu jew Mastru Galutin, liberu u frank kif soġġett għas-servitujiet li jirriżultaw mill-pożizzjoni tiegħu, kif aħjar deskritti fl-istess kuntratt u taħt il-kundizzjonijiet hemm imsemmija. L-imsemmija propjeta kienet gie akkwistata min Jonathan Pace permezz ta' kuntratt fl-atti tan-Nutar Joseph Smith La Rosa tal-erbatax ta' Mejju elfen u tmienja (14/05/2008).
2. L-appartament internament markat bin-numru wieħed (1) li jinsab fl-ewwel u sotto għal appartament numru tnejn (2) li jinsab fit-tieni sular liema appartament huwa wkoll propjeta' ta' Jonathan Pace, u ser jissemma infra; formanti parti minn kumpless ta' bini bl-isem "Waveline" ġewwa Triq il-Knisja Xagħjra, ġewwa Haż-Żabbar, bla ċens bid-drittijiet u pertinenzi tiegħu. L-imsemmi appartament gie akkwistat minn Jonathan u Melanie Pace permezz ta' kuntratt fl-atti tan-Nutar Reuben Debono tal-ħdax ta' Ġunju elfejn u disgħa (11/06/2009).
3. Il-ħanut bl-isem Tyson Butcher bin-numru uffiċjali ħmistax (15), fil-livell tat-triq fi Triq il-Kanonku De Domenico, Żejtun, sottopost għall-propjeta ta' terzi eskluża l-arja tiegħu kif suġġett għall-pizijiet minhabba l-pożizzjoni tiegħu, bid-drittijiet u pertinenzi tiegħu liberu u frank u suġġett għall-kundizzjonijiet kollha fl-imsemmi kuntratt. Din il-propjeta giet akkwistat min Jonathan Pace permezz ta' kuntratt fl-atti tan-Nutar Vanessa Buttigieg tas-sbatax ta' Settembru elfejn u disgħa (17/09/2009).
4. L-appartament internament immarkat bin-numru tnejn (2) li jinsab fit-tieni sular u sovrappost għall-appartament immarkat numru wieħed (1) li jinsab fl-ewwel sular liema appartament diġa kien propjeta ta' Jonathan Pace, l-appartament internament immarkat bin-numru tlieta (3) li jinsab fit-tielet sular, il-penthouse internament immarkat bin-numru erbgħa (4) li tinsab fir-raba' sular bl-arja libera tagħha usque ad coelum, il-koll formanti parti minn kumpless ta' bini bl-isem Waveline ġewwa Triq il-Knisja Xagħjra ġewwa Haż-Żabbar, bla ċens bid-drittijiet u pertinenzi tagħhom. Dawn il-propjetajiet ġew akkwistati min Jonathan u Melanie Pace fl-atti tan-Nutar Reuben Debono tal-wieħed u għoxrin ta' Marzu elfejn u ħdax (21/03/2011).

AD

Dawn il-propjetajiet jappartjenu lil mejjet Jonathan Pace, bin John u Maria Dolores nee' Azzopardi, imwield Pieta', detentur tal-karta tal-identita numru 277083(M) u l-armila Melanie Pace bint Emanuel Bondin u Rita nee' Montebello, imwielda Pieta' u residenti Kirkop, detentriċi tal-karta tal-identita numru 650082(M).

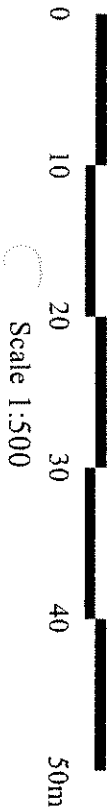
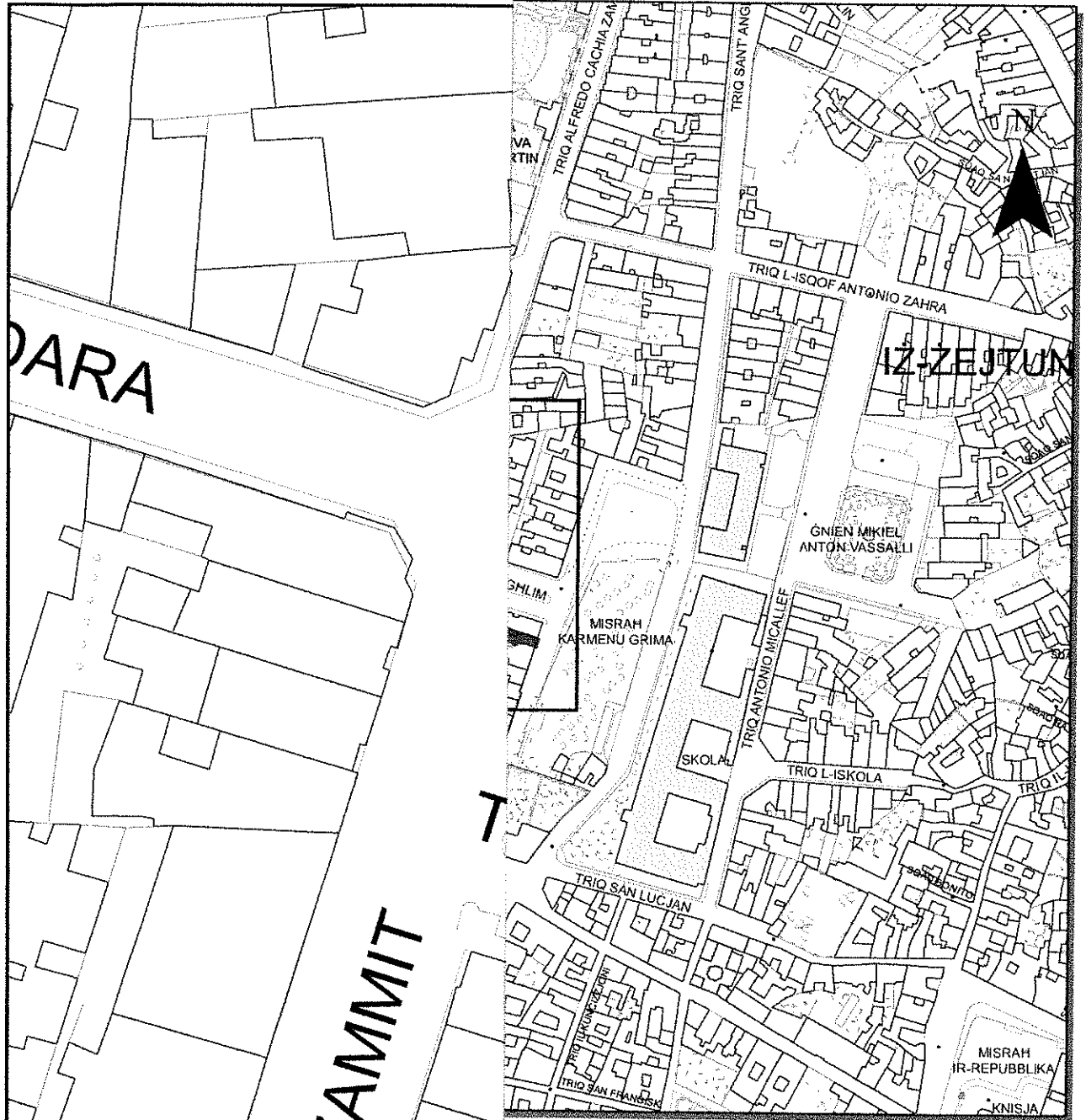
- 9 APR 2021



Marvic Farrugia  
Deputat Registratur







Site Plan



**Land Registration Agency**

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

Parti min S.S.: 5668

Date: 06/09/2021

Extracted from S.S:

Date:

Qies (metri kwadri):  $\approx 127.0m^2$

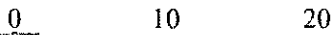
Area (square metres):

Firma ta' l-Applikant:

Applicant's Signature:

- FULL OWNERSHIP @ GROUND FLOOR LEVEL
- FULL OWNERSHIP @ GROUND FLOOR LEVEL + OVERLAPPING PROPERTIES + PASSAGE OF DEVIAS.
- WINDOWS INTO BASEMENT BELOW.

Scale



LR 226067

Dritt imhallas  
Fee Paid



**PHYSICAL ATTRIBUTES OF IMMOVABLE PROPERTY**

Locality	ZEJTUN
Address	4, "SHEUK", MISRAH KARMENU GRIMA (previously Triq it- Tagħlim)
Total Footprint of Area Transferred*	ca 127m <sup>2</sup>

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

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

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

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

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

Date: <u>06/09/2021</u>	Perit's Signature: <u></u>
Warrant Number: <u>398</u>	Rubber Stamp: <b>Perit Simone Vella Lenicker</b> 22/6, Triq San Gabriel, Balzan BZN 08. Tel: 9987-1110



**Valutazzjoni ta' Proprjeta' Immobili**

Rif: C00869.00\_G03

**15**

**"Tyson Butcher"**

**Triq il-Kanonku Giovanni De Domenico**

**Żejtun**

**MALTA**

**6 ta' Settembru 2021**



AP Valletta Ltd.,  
4, Sappers Street,  
Valletta VLT 1320  
Malta

tel +356 21 243 981  
fax +356 21 243 997  
<http://www.apvalletta.eu>

6 ta' Settembru 2021

Rif: C00869.00-G03

**Fond: 15, "Tyson Butcher", Triq il-Kanonku Giovanni De Domenico, Żejtun, Malta**

Is-sottoskritta giet maħtura bhala espert fl-atti tal-Mandat ta' Qbid ta' Hwejjeg Immobbli Nru 13/2021 (*Falliment ta' Jonathan Pace*) sabiex tfejji deskrizzjoni tal-fond bin-numru ufficjali 15 u bl-isem "Tyson Butcher" li jinsab fi Triq il-Kanonku De Domenico, Żejtun, Malta, u sabiex tfisser il-pizijiet, kirjiet u jeddijiet oħra, sew reali kemm personali, jekk ikun hemm, li għalihom dan il-fond huwa suggett, kif ukoll l-aħħar trasferiment tieghu, skond l-informazzjoni miġbura kif deskritt fir-rapport anness. Hu mifhum ukoll li s-sottoskritta giet maħtura sabiex tagħti stima tal-valur fis-suq tal-fond in kwistjoni.

Is-sottoskritta waslet għall-valur hawn taht imsemmi abbażi tal-fatti u l-kunsiderazzjonijiet kollha msemmija fir-rapport anness.

Fuq il-baži ta' dawn il-fatti u kunsiderazzjonijiet, kif ukoll tenut kont tas-sitwazzjoni kurrenti tas-suq tal-propjeta', l-istima tal-valur tal-fond imsemmi huwa ta' **€230,000** (*mitejn u tletin elf Ewro*).



**Perit Simone Vella Lenicker**

**Anness: Rapport ta' Valutazzjoni**

6 ta' Settembru 2021

Rif: C00869.00-G03

## Rapport ta' Valutazzjoni

1. **Klijent** Prim' Awla tal-Qorti Ċivili, Malta
  
2. **Indirizz tal-fond** 15, "Tyson Butcher", Triq il-Kanonku Giovanni De Domenico, Żejtun, Malta
  
3. **Sid** Skond l-informazzjoni ipprovduta (ara l-kuntratt fl-Anness 5), l-aħħar trasferiment tal-fond sar fis-17 ta' Settembru 2009 fl-atti tan-Nutar Dottoressa Vanessa Buttigieg, fejn il-kumpratur huwa indikat bhala Jonathan Pace (ID 277083M).
  
4. **Baži tal-Valutazzjoni**

Dan ir-rapport iwassal għal stima tal-valur fis-suq (*Market Value*) tal-fond, kif definit fid-Direttiva tal-Kunsill Ewropew 2006/48/EC, u cioèe' "the estimated amount for which the property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion."

Mingħajr preġudizzju għall-fuq imsemmi, il-valur indikat f'dan ir-rapport huwa l-aħjar prezz in fondi likwidi li huwa raġonevolment mistenni li jinkiseb minn bejgħ tal-proprjeta' mingħajr kundizzjonijiet, fid-data ta' din il-valutazzjoni, u a baži ta' dawn il-premessi:

  - a. il-bejgħ tal-fond ma kienx sfurzat;
  - b. qabel id-data tal-valutazzjoni kien hemm perjodu raġonevoli biex isir reklamar dwar il-bejgħ tal-fond, għan-negozjar u qbil dwar il-prezz u t-termini tal-bejgħ, u għall-konklużjoni tal-bejgħ;
  - c. is-sitwazzjoni tas-suq, in-natura ta' valuri tal-proprjeta' u ċirkustanzi oħra rilevanti kienu, fid-data li jsir il-kuntratt tal-bejgħ, l-istess bħal fid-data tal-valutazzjoni;
  - d. ma hemmx xi offerta addizzjonali minn xi xerrej li għandu interess i speċjali fl-akkwist tal-fond;
  - e. it-titlu tal-fond jista' jiġi stabbilit u l-fond ma huwiex soġġett għal xi restrizzjonijiet inużwali jew onerużi, jew għal xi dejn;
  - f. il-fond ma huwiex soġġett għal xi Notifiki Statutorji u kemm il-fond kif ukoll l-użu tiegħu, eżistenti jew intenzjonat fil-futur, jikkonformaw mal-Kundizzjonijiet Statutorji rilevanti;

- g. il-fond m'għandux difetti moħbija u l-materjali li ntużaw għall-kostruzzjoni (jekk applikabbli) kienu ta' kwalita' tajba;
- h. il-kundizzjoni tal-fond gie stabbilit minn ispezzjoni viżwali biss, u, sakemm mhux indikat mod ieħor fir-rapport u f'tali każ fl-estent speċifikat biss, dawk il-partijiet tal-fond li kienu mghottija, inesposti jew mhux aċċessibbli ma kienux spezzjonati, u l-ebda testijiet ma saru fuqhom biex jiġi stabbilit jekk għandhom xi difett jew ieħor, u għalhekk il-valutazzjoni tassumi li jekk isir studju strutturali fuq il-fond ma jirriżultawx diffetti serji li jistgħu jwasslu għal spejjeż sostanzjali.

### 5. Kundizzjonijiet Speċjali

Dan ir-rapport huwa kunfidenzjali għall-klijent msemmi hawn fuq u gie ppreparat għall-iskop speċifiku msemmi hawn taħt. Jista' jiġi rreferit lil esperti li qed jgħinu lill-klijent għall-istess skop, iżda lil ebda persuna jew entita' oħra. Ir-rapport, jew partijiet minnu, ma jistgħux jiġu ppublikati mingħajr il-kunsess tas-sottoskritt.

Is-sottoskritt huwa responsabbli biss lejn il-klijent, u kwalunkwe persuna li tagħmel użu minn din il-valutazzjoni tagħmel hekk unikament a riskju tagħha.

It-titlu tal-fond ma kienx investigat, u tali investigazzjoni ma kienitx parti mill-iskop ta' dan ir-rapport.

### 6. Aċċess

Sar aċċess fuq il-post mis-sottoskritt nhar l-10 ta' Awwissu 2021, fil-preżenza tas-Sur Mark Parretti, indikat għal dan l-iskop mill-Av. Dott. Richard Galea Debono.

### 7. Skop

Deskrizzjoni tal-fond indikat u stima tal-valur fis-suq ta' tali fond għall-finijiet ta' Mandat ta' Qbid ta' #wejjeġ Immobbli.

### 8. Deskrizzjoni Ġenerali

#### Tipoloġija:

Il-fond jikkonsisti f'ħanut fil-livell terran (*ground floor*), sottostanti *maisonette* fl-ewwel sular proprjeta' terzi, u mingħajr l-arja tiegħu. Il-fond jinsab f'kantuniera fuq Triq il-Kanonku Giovanni De Domenico, u għandu żewġ faċċati fuq din it-triq (*vide* Anness 1). Il-fond jinkludi bitha.

#### Kostruzzjoni:

Il-proprjeta' tikkonsisti f'ħitan interni u esterni tal-gebla tal-franka u/jew tal-bricks tal-konkrit, li fuqhom iserrħu soqfa tal-konkos rinfurzat, li f'xi partijiet jidher li jserrħu fuq travi tal-ħadid. Minħabba li l-parti l-kbira tal-fond għandu suffett installat, ma setgħetx tiġi kkostatata b'mod preċiż is-sistema strutturali użata fil-bini.

### 9. Titlu

Skond il-kuntratt ta' xiri (*vide* Anness 5), il-fond huwa liberu u frank.

<b>10. Okkupazzjoni</b>	Fid-data tal-aċċess, il-fond kien vakanti.
<b>11. Awtorita' Lokali</b>	Kunsill Lokali Żejtun.
<b>12. L-inhawi tal-madwar</b>	Il-fond jinsab f'żona residenzjali, li parti minnha żviluppat qabel l-1967, u parti oħra żviluppat matul l-aħħar 50 sena. Fil-vicinanzi tal-fond wieħed isib diversi ħwienet, kif ukoll il-Knisja Parrokkjali u l-faċilitajiet mal-madwar tagħha, u wkoll ġnien pubbliku.
<b>13. Toroq</b>	Triq il-Kanonku Giovanni De Domenico hija miksija bit- <i>tarmac</i> u tinsab f'kundizzjoni tajba. It-triq u toroq adjaċenti jinkludu sistema ta' dawl ta' barra ( <i>street lighting</i> ).
<b>14. Is-Sit</b>	<p><i>Konfini:</i> Il-konfini tas-sit huma definiti b'mod ċar minn hitan tal-appoġġ mad-dawra tal-fond, u minn żewġ faċċati fuq Triq il-Kanonku Giovanni De Domenico fuq in-naħa tal-Punent u tan-Nofsinhar tal-fond.</p> <p><i>Karatteristiċi fiżiċi:</i> Is-sit li fuqu hu mibni l-fond jinsab fuq art relattivament ċatta. Ma saret ebda investigazzjoni dwar in-natura tas-sottosuol, u ma ġiet ippreżentata ebda evidenza ta' karatteristiċi inużwali. Din l-istima tassumi li ma hemm ebda kundizzjonijiet fis-sottosuol, inkluż iżda mhux biss il-preżenza ta' fissuri, ta' tafal, jew ta' kontaminazzjoni, li jistgħu ikollhom impatt fuq il-valur tal-proprjeta'.</p> <p>Il-fond għandu żewġ faċċati fuq Triq il-Kanonku Giovanni De Domenico, b'kejl kumplessiv ta' madwar 18.35 metri.</p> <p>Skond il-pjanta tar-Registru ta' l-Artijiet prrovduta lis-sottoskritta, l-fond għandu kejl superficjali ta' madwar 84 metri kwadri, iżda l-pjanta annessa mal-kuntratt ta' xiri kif ukoll qisien li ħadet is-sottoskritta b'mod approssimattiv jindikaw li l-fond għandu kejl superficjali ta' madwar 108 metri kwadri. Għall-finijiet ta' dan ir-rapport, ġie kkunsidrat dan il-kejl, u mhux dak indikat fil-pjanta tar-Registru ta' l-Artijiet, u huwa rrakkomandat li jsir <i>survey</i> preċiż tal-fond sabiex jiġi stabbilit b'mod ċar id-daqs tal-proprjeta'.</p> <p><i>Servitujiet:</i> Il-fond huwa suġġett għal dawk is-servitujiet naxxenti b'mod naturali mill-pożizzjoni tal-fond sottostanti proprjeta' ta' terzi. Skond il-kuntratt ta' xiri (<i>vide</i> Anness 5) dawn jinkludu sistema komuni tad-drenaġġ.</p>
<b>15. Partijiet Komuni</b>	Qiegħed jiġi meqjus li l-fond jinkludi sehem indiviż tal-hitán tal-appoġġ flimkien mas-sidien tal-proprjetajiet adjaċenti, kif ukoll sehem indiviż tas-saqaf tal-fond flimkien mas-sidien tal-proprjetajiet sovrastanti.

#### 16. Akkomodazzjoni

Ma sar ebda kejl preċiż (*survey*) tal-fond, u tali kejl ma kienx parti mill-iskop ta' dan ir-rapport. Il-fond jikkonsisti fi spazju kbir li kien jintuża bħala ħanut tal-laħam, kif ukoll kamra adjaċenti għal dan l-ispazju, WC, u xi spazji interni zgħar, kif ukoll bitħa.

#### 17. Kunsiderazzjonijiet tal-Ippjanar

Il-fond jinsab f'lokali ta' li taqa' taħt ir-rekwiżiti tal-Pjan Lokali magħruf bħala *South Malta Local Plan* (SMLP) ppublikat u l-Awtorita ta' Malta dwar l-Ambjent u l-Ippjanar (MEPA). Il-funzjonijiet ta' ippjanar tal-MEPA ġew mgħoddija lill-Awtorita ta' l-Ippjanar li twaqqfet fl-2016.

Il-fond jinsab fiż-żona ta' l-iżvilupp u f'Zona Residenzjali (*Residential Area*) kif deskritt fil-Policies SMHO 02 u SMSE 04. Is-sit jinsab f'żona fejn l-gholi permissibbli hu ta' 3 sulari u *basement* sottostanti, li skond l-Anness 2 tad- "*Development Control Design Policy, Guidance and Standards 2015*" jikkorrispondi għal għoli massimu ta' 16.3m.

Ma jirriżultax li hemm xi azzjoni ta' infurzar fuq il-fond.

Saret riċerka fuq is-sit elettroniku tal-Awtorita ta' l-Ippjanar, u nstab li nhargu dawn il-permessi:

- **PA/03773/04:** *Change of use of dwelling and garage into a butcher shop including alterations, fixing of sign and airconditioner* (kopja tal-permess u tar-rapport tal-Case Officer huma annessi – vide Anness 4)
- **PA/05299/97:** *Proposed opening of a garage door in façade*

Kopja tal-pjanti approvati fil-permess PA/03773/04 ma nstabux, u lanqas ma ġew ipprovdut lis-sottoskritt. Għall-fini ta' din il-valutazzjoni, ġie meqjus li l-użu tal-bini bħala ħanut tal-laħam huwa permissibli, u li l-alterazzjonijiet li saru fil-fond jikkorrispondu mal-pjanti approvati.

*In oltre*, s-sottoskritt tinnotta li:

- (i) Huwa preżunt li l-fond u l-proprjeta' sovrastanti huma mibnjin skond il-linja uffiċjali tal-bini u skond l-gholi permissibbli.

#### 18. Kunsiderazzjonijiet Statutorji

Fid-data ta' l-aċċess ma ġiet innutata ebda evidenza tal-preżenza ta' bir għall-ilma tax-xita. Dan imur kontra r-regolamenti viġenti meta nbena l-fond u għalhekk l-assenza ta' bir għandu jiġi rregolarizzat. L-ispejjeż ta' regolarizzazzjoni huma stmati li jammontaw għal madwar €3,600 eskluż spejjeż professjonali, u l-valur indikat huwa rispettivament aġġustat.

### 19. Kundizzjoni tal-fond

Il-fond kien komplut (*finished*) izda lllum jinsab f'kundizzjoni medja minhabba li diversi partijiet tal-finituri ġew imneħħija matul l-aħħar xhur (ara ritratti fl-Anness 2), u għalhekk hemm bżonn li jsiru xogħolijiet sabiex il-fond jerga' jiġi komplut għall-finijiet ta' użu kummerċjali u/jew residenzjali. Huwa stmat li l-ispiża sabiex dan isir hu ta' madwar €50,000 (*hamsin elf Ewro*).

L-istruttura tidher li hi f'kundizzjoni tajba, izda jiġi nnutat dan li ġej:

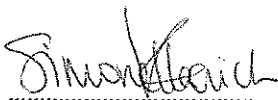
- (i) Ma sarx aċċess fil-partijiet sovrastanti l-fond u għalhekk kwalunkwe difetti f'tali partijiet sovrastanti li jistgħu ikollhom impatt fuq din il-valutazzjoni ma ġew osservati;
- (ii) Il-parti l-kbira tas-saqaf tal-fond huwa mgħotti b'suffett u għalhekk il-kundizzjoni ta' tali saqaf ma setax jiġi kkonfermat – għall-fini ta' din il-valutazzjoni ġie preżunt li s-saqaf jinsab f'kundizzjoni tajba.

### 20. Servizzi

Il-fond hu munit bis-servizzi normali ta' dawl, ilma, telefon u drenagg. Ma saru ebda testijiet sabiex jiġi aċċertat li s-servizzi huma fi stat tajjeb jew oltre.

### 21. Kunsiderazzjonijiet Ambjentali

Ma ġew innutati ebda fatturi ta' natura ambjentali ta' rilevanza għal din il-valutazzjoni.



Perit Simone Vella Lenicker

### Annessi:

1. Pjanta tas-sit (*site plan*), 1:2500
2. Ritratti
3. Estratti mill-Pjan Lokali (*South Malta Local Plan*)
4. Dokumenti relatati mal-permess PA/03773/04
5. Kuntratt ta' xiri tal-beni mmoħbli flimkien mal-pjanta annessa ma' tali kuntratt
6. Inkartament mill-Prim Awla tal-Qorti Ċivili u dokumentazzjoni oħra pprovduta

Illum 24 ta' Settembru 2021  
 Deher il-Perit Legall / Tekniku:  
Alic S. Vella Lenicker 16400775 (M)  
 Li wara li ddkjara li thallas l-ammont lillu dovut, halef/halfet li qoda/qdlet fedelment u onestament l-inkarigu mogħti lillu/ha.

Amalise Salteri  
 Deputat Registratur

Deputat Registratur

Qrati tal-Gustizzja (Malta)

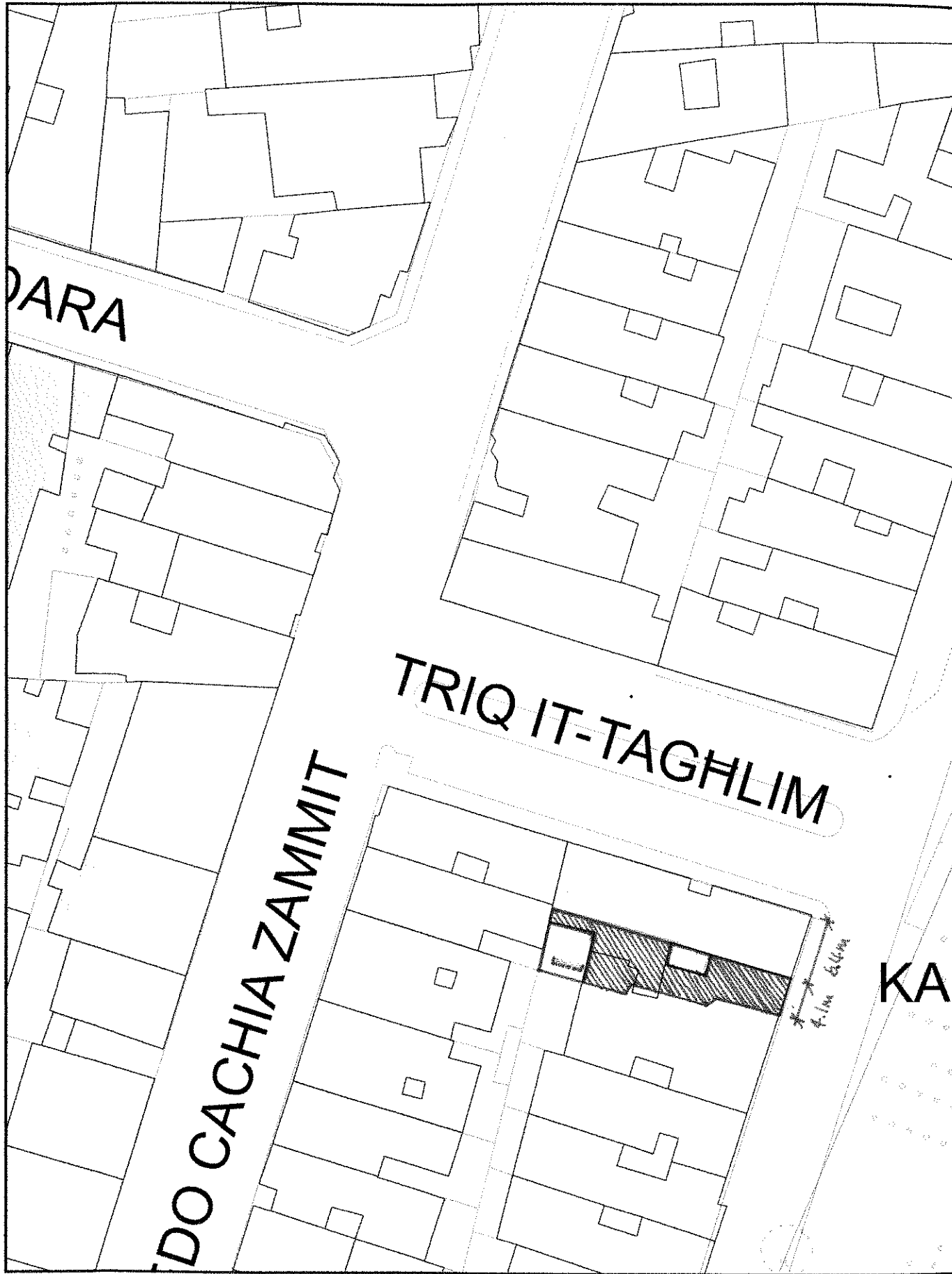
Illum 10 SEP 2021

Ipprezentata mill-Alic Simone Vella Lenicker

2 dok wiesed (1) dokumenti

Malcolm Farrugia  
 Deputy Registrar



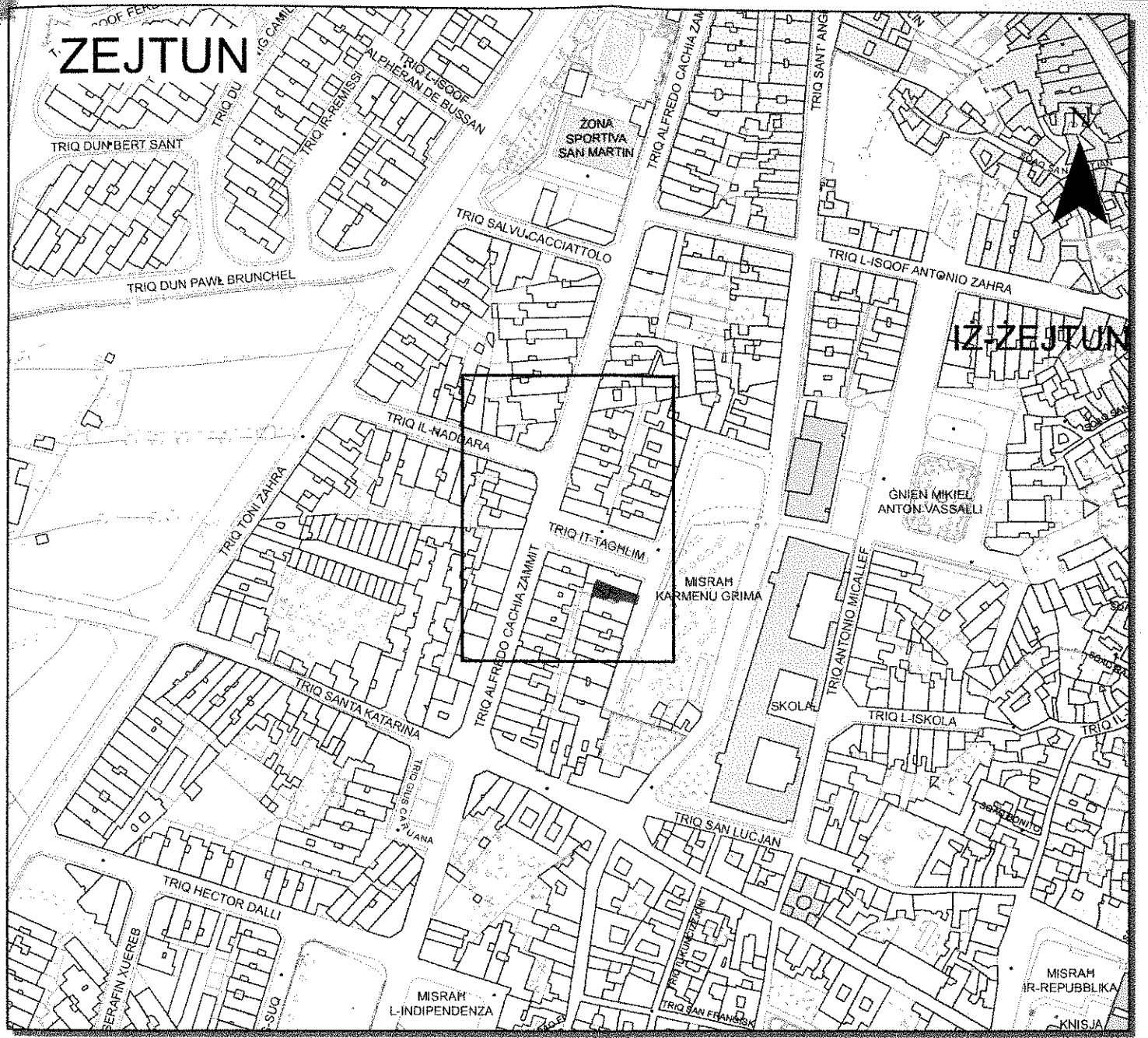


0  
10  
20  
30  
40  
50m  
Scale 1:500

FULL OWNERSHIP @ GROUND FLOOR LEVEL  
 FULL OWNERSHIP @ GROUND FLOOR LEVEL + OVERLOOKING WINDOWS FROM OVERLYING PROPERTIES + PASSAGE OF DEWAS.  
 WINDOWS INTO BASEMENT BELOW.

Scale 1:500

0 10 20 30 40 50m



Pjanta tas-Sit 1:2500 Site Plan

**Aġenzija għar-Registrazzjoni tal-Artijiet**



**Land Registration Agency**

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

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

Nru tal-Mappa: Map Number:	<b>228485 E</b>	Pozizzjoni Ċentrali: Centre Coordinates:	x = 57714 y = 68414	Parti min S.S.: Extracted from S.S.:	<b>5668</b>	Data: Date:	<b>06/09/2021</b>
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Perit: **SIMONA VELLA LENICKER**  
Architect:

Qies (metri kwadri): **≈ 129.0m<sup>2</sup>**  
Area (square metres):

Timbru tal-Perit:  
Architect's Stamp:

**Perit Simona Vella Lenicker**  
22/6, Triq San Gabriel  
Balzan BZN 081  
Tel: 9987 1110

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

**LR 226067**

Dritt imhallas  
Fee Paid



**PHYSICAL ATTRIBUTES OF IMMOVABLE PROPERTY**

Locality	ZEJTUN
Address	4, "SHELK", MISRAH KARMENU GRIMA (previously Triq it- Tagħlim)
Total Footprint of Area Transferred*	ca 127m <sup>2</sup>

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

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

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

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

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

Date:	06/09/2021	Perit's Signature:	
Warrant Number:	398	Rubber Stamp:	<b>Perit Simone Vella Lenicker</b> 22/6, Triq San Gabriel, Balzan BZN 08. Tel: 9987 1110

**Valutazzjoni ta' Propjeta' Immobbli**  
Rif: C00869.00\_G03

**15**  
**"Tyson Butcher"**  
**Triq il-Kanonku Giovanni De Domenico**  
**Żejtun**  
**MALTA**

**6 ta' Settembru 2021**



AP Valletta Ltd.,  
4, Sappers Street,  
Valletta VLT 1320  
Malta

tel +356 21 243 981  
fax +356 21 243 997  
<http://www.apvalletta.eu>

6 ta' Settembru 2021

Rif: C00869.00-G03

**Fond: 15, "Tyson Butcher", Triq il-Kanonku Giovanni De Domenico, Żejtun, Malta**

Is-sottoskritta giet maħtura bħala espert fl-atti tal-Mandat ta' Qbid ta' Hwejjeg Immobbli Nru 13/2021 (*Falliment ta' Jonathan Pace*) sabiex tfejji deskrizzjoni tal-fond bin-numru ufficjali 15 u bl-isem "Tyson Butcher" li jinsab fi Triq il-Kanonku De Domenico, Żejtun, Malta, u sabiex tfisser il-pizijiet, kirjiet u jeddijiet oħra, sew reali kemm personali, jekk ikun hemm, li għalihom dan il-fond huwa sugġett, kif ukoll l-aħħar trasferiment tiegħu, skond l-informazzjoni miġbura kif deskritt fir-rapport anness. Hu mifhum ukoll li s-sottoskritta giet maħtura sabiex tagħti stima tal-valur fis-suq tal-fond in kwistjoni.

Is-sottoskritta waslet għall-valur hawn taħt imsemmi abbażi tal-fatti u l-kunsiderazzjonijiet kollha msemmija fir-rapport anness.

Fuq il-bażi ta' dawn il-fatti u kunsiderazzjonijiet, kif ukoll tenut kont tas-sitwazzjoni kurrenti tas-suq tal-proprjeta', l-istima tal-valur tal-fond imsemmi huwa ta' **€230,000** (*mitejn u tletin elf Ewro*).



**Perit Simone Vella Lenicker**

**Anness: Rapport ta' Valutazzjoni**

6 ta' Settembru 2021

Rif: C00869.00-G03

## Rapport ta' Valutazzjoni

1. **Klijent** Prim' Awla tal-Qorti Ċivili, Malta
  
2. **Indirizz tal-fond** 15, "Tyson Butcher", Triq il-Kanonku Giovanni De Domenico, Żejtun, Malta
  
3. **Sid** Skond l-informazzjoni ipprovduta (ara l-kuntratt fl-Anness 5), l-añhar trasferiment tal-fond sar fis-17 ta' Settembru 2009 fl-atti tan-Nutar Dottoressa Vanessa Buttigieg, fejn il-kumpratur huwa indikat bhala Jonathan Pace (ID 277083M).
  
4. **Baži tal-Valutazzjoni**

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Mingħajr preġudizzju għall-fuq imsemmi, il-valur indikat f'dan ir-rapport huwa l-añjar prezz in fondi likwidi li huwa raġonevolment mistenni li jinkiseb minn bejgħ tal-proprjeta' mingħajr kundizzjonijiet, fid-data ta' din il-valutazzjoni, u a baži ta' dawn il-premessi:

  - a. il-bejgħ tal-fond ma kienx sfurzat;
  - b. qabel id-data tal-valutazzjoni kien hemm perjodu raġonevoli biex isir reklamar dwar il-bejgħ tal-fond, għan-negozjar u qbil dwar il-prezz u t-termini tal-bejgħ, u għall-konkluzjoni tal-bejgħ;
  - c. is-sitwazzjoni tas-suq, in-natura ta' valuri tal-proprjeta' u ċirkustanzi oħra relevanti kienu, fid-data li jsir il-kuntratt tal-bejgħ, l-istess bħal fid-data tal-valutazzjoni;
  - d. ma hemmx xi offerta addizzjonali minn xi xerrej li għandu interessi speċjali fl-akkwist tal-fond;
  - e. it-titlu tal-fond jista' jiġi stabbilit u l-fond ma huwiex soġġett għal xi restrizzjonijiet inużwali jew onerużi, jew għal xi dejn;
  - f. il-fond ma huwiex soġġett għal xi Notifiki Statutorji u kemm il-fond kif ukoll l-użu tiegħu, eżistenti jew intenzjonat fil-futur, jikkonformaw mal-Kundizzjonijiet Statutorji rilevanti;

- g. il-fond m'għandux difetti moħbija u l-materjali li ntużaw għall-kostruzzjoni (jekk applikabbli) kienu ta' kwalita' tajba;
- h. il-kundizzjoni tal-fond ġie stabbilit minn ispezzjoni viżwali biss, u, sakemm mhux indikat mod ieħor fir-rapport u f'tali każ fl-estent speċifikat biss, dawk il-partijiet tal-fond li kienu mġhottija, inesposti jew mhux aċċessibbli ma kienux spezzjonati, u l-ebda testijiet ma saru fuqhom biex jiġi stabbilit jekk għandhom xi difett jew ieħor, u għalhekk il-valutazzjoni tassumi li jekk isir studju strutturali fuq il-fond ma jirriżultawx difetti serji li jistgħu jwasslu għal spejjeż sostanzjali.

## 5. Kundizzjonijiet Speċjali

Dan ir-rapport huwa kunfidenzjali għall-klijent msemmi hawn fuq u ġie ppreparat għall-iskop speċifiku msemmi hawn taħt. Jista' jiġi rreferit lil esperti li qed jgħinu lill-klijent għall-istess skop, iżda lil ebda persuna jew entita' oħra. Ir-rapport, jew partijiet minnu, ma jistgħux jiġu ppublikati mingħajr il-kunsess tas-sottoskritt.

Is-sottoskritt huwa responsabbli biss lejn il-klijent, u kwalunkwe persuna li tagħmel użu minn din il-valutazzjoni tagħmel hekk unikament a riskju tagħha.

It-titlu tal-fond ma kienx investigat, u tali investigazzjoni ma kienitx parti mill-iskop ta' dan ir-rapport.

## 6. Aċċess

Sar aċċess fuq il-post mis-sottoskritt nhar l-10 ta' Awwissu 2021, fil-preżenza tas-Sur Mark Parretti, indikat għal dan l-iskop mill-Av. Dott. Richard Galea Debono.

## 7. Skop

Deskrizzjoni tal-fond indikat u stima tal-valur fis-suq ta' tali fond għall-finijiet ta' Mandat ta' Qbid ta' Hwejjeġ Immobbli.

## 8. Deskrizzjoni Ġenerali

### Tipoloġija:

Il-fond jikkonsisti f'hanut fil-livell terran (*ground floor*), sottostanti *maisonette* fl-ewwel sular proprjeta' terzi, u mingħajr l-arja tiegħu. Il-fond jinsab f'kantuniera fuq Triq il-Kanonku Giovanni De Domenico, u għandu żewġ faċċati fuq din it-triq (*vide* Anness 1). Il-fond jinkludi bitha.

### Kostruzzjoni:

Il-proprjeta' tikkonsisti f'hitan interni u esterni tal-ġebbla tal-franka u/jew tal-*bricks* tal-konkrit, li fuqhom iserrħu soqfa tal-konkos rinfurzat, li f'xi partijiet jidher li jserrħu fuq travi tal-hadid. Minħabba li l-parti l-kbira tal-fond għandu suffett installat, ma setgħetx tiġi kkostatata b'mod preċiż is-sistema strutturali użata fil-bini.

## 9. Titlu

Skond il-kuntratt ta' xiri (*vide* Anness 5), il-fond huwa liberu u frank.

- 10. Okkupazzjoni**                      Fid-data tal-aċċess, il-fond kien vakanti.
- 11. Awtorita' Lokali**                      Kunsill Lokali Żejtun.
- 12. L-inħawi tal-madwar**                      Il-fond jinsab f'żona residenzjali, li parti minnha żviluppat qabel l-1967, u parti oħra żviluppat matul l-aħħar 50 sena. Fil-viċinanzi tal-fond wiehed isib diversi ħwienet, kif ukoll il-Knisja Parrokkjali u l-faċilitajiet mal-madwar tagħha, u wkoll ġnien pubbliku.
- 13. Toroq**                                      Triq il-Kanonku Giovanni De Domenico hija miksija bit-tarmac u tinsab f'kundizzjoni tajba. It-triq u toroq adjaċenti jinkludu sistema ta' dawl ta' barra (*street lighting*).
- 14. Is-Sit**
- Konfini:*                      Il-konfini tas-sit huma definiti b'mod ċar minn hitan tal-appoġġ mad-dawra tal-fond, u minn żewġ faċċati fuq Triq il-Kanonku Giovanni De Domenico fuq in-naħa tal-Punent u tan-Nofsinar tal-fond.
- Karatteristiċi fiżiċi:*                      Is-sit li fuqu hu mibni l-fond jinsab fuq art relattivament ċatta. Ma saret ebda investigazzjoni dwar in-natura tas-sottosuol, u ma giet ipprezentata ebda evidenza ta' karatteristiċi inużwali. Din l-istima tassumi li ma hemm ebda kundizzjonijiet fis-sottosuol, inkluż iżda mhux biss il-preżenza ta' fissuri, ta' tafal, jew ta' kontaminazzjoni, li jistgħu ikollhom impatt fuq il-valur tal-proprjeta'.
- Il-fond għandu żewġ faċċati fuq Triq il-Kanonku Giovanni De Domenico, b'kejl kumplessiv ta' madwar 18.35 metri.
- Skond il-pjanta tar-Registru ta' l-Artijiet pprovduta lis-sottoskritta, l-fond għandu kejl superfiċjali ta' madwar 84 metri kwadri, iżda l-pjanta annessa mal-kuntratt ta' xiri kif ukoll qisien li ħadet is-sottoskritta b'mod approssimattiv jindikaw li l-fond għandu kejl superfiċjali ta' madwar 108 metri kwadri. Għall-finijiet ta' dan ir-rapport, ġie kkunsidrat dan il-kejl, u mhux dak indikat fil-pjanta tar-Registru ta' l-Artijiet, u huwa rakkomandat li jsir *survey* preċiż tal-fond sabiex jiġi stabbilit b'mod ċar id-daqs tal-proprjeta'.
- Servitujiet:*                      Il-fond huwa suġġett għal dawk is-servitujiet naxxenti b'mod naturali mill-pożizzjoni tal-fond sottostanti proprjeta' ta' terzi. Skond il-kuntratt ta' xiri (*vide* Anness 5) dawn jinkludu sistema komuni tad-drenaġġ.
- 15. Partijiet Komuni**                      Qiegħed jiġi meqjus li l-fond jinkludi sehem indiviż tal-ħitan tal-appoġġ flimkien mas-sidien tal-proprjetajiet adjaċenti, kif ukoll sehem indiviż tas-saqaf tal-fond flimkien mas-sidien tal-proprjetajiet sovrastanti.



## 16. Akkomodazzjoni

Ma sar ebda kejl preċiż (*survey*) tal-fond, u tali kejl ma kienx parti mill-iskop ta' dan ir-rapport. Il-fond jikkonsisti fi spazju kbir li kien jintuża bħala ħanut tal-laħam, kif ukoll kamra adjaċenti għal dan l-ispazju, WC, u xi spazji interni zgħar, kif ukoll bitħa.

## 17. Kunsiderazzjonijiet tal-Ippjanar

Il-fond jinsab f'lokalità li taqa' taħt ir-rekwiżiti tal-Pjan Lokali magħruf bħala *South Malta Local Plan* (SMLP) ppublikat mill-Awtorita ta' Malta dwar l-Ambjent u l-Ippjanar (MEPA). Il-funzjonijiet ta' l-ippjanar tal-MEPA ġew mgħoddija lill-Awtorita ta' l-Ippjanar li twaqqfet fl-2016.

Il-fond jinsab fiż-żona ta' l-iżvilupp u f'Zona Residenzjali (*Residential Area*) kif deskritt fil-Policies SMHO 02 u SMSE 04. Is-sit jinsab f'żona fejn l-għoli permissibbli hu ta' 3 sulari u *basement* sottostanti, li skond l-Anness 2 tad-*"Development Control Design Policy, Guidance and Standards 2015"* jikkorrispondi għal għoli massimu ta' 16.3m.

Ma jirriżultax li hemm xi azzjoni ta' infurzar fuq il-fond.

Saret riċerka fuq is-sit elettroniku tal-Awtorita ta' l-Ippjanar, u nstab li nhargu dawn il-permessi:

- **PA/03773/04:** *Change of use of dwelling and garage into a butcher shop including alterations, fixing of sign and airconditioner* (kopja tal-permess u tar-rapport tal-Case Officer huma annessi – vide Anness 4)
- **PA/05299/97:** *Proposed opening of a garage door in façade*

Kopja tal-pjanti approvati fil-permess PA/03773/04 ma nstabux, u lanqas ma ġew ipprovdut lis-sottoskritta. Għall-fini ta' din il-valutazzjoni, ġie meqjus li l-użu tal-bini bħala ħanut tal-laħam huwa permissibli, u li l-alterazzjonijiet li saru fil-fond jikkorrispondu mal-pjanti approvati.

*In oltre*, s-sottoskritta tinnota li:

- (i) Huwa preżunt li l-fond u l-proprjeta' sovrastanti huma mibnijin skond il-linja uffiċjali tal-bini u skond l-għoli permissibbli.

## 18. Kunsiderazzjonijiet Statutorji

Fid-data ta' l-aċċess ma ġiet innutata ebda evidenza tal-preżenza ta' bir għall-ilma tax-xita. Dan imur kontra r-regolamenti vigenti meta nbena l-fond u għalhekk l-assenza ta' bir għandu jiġi rregolarizzat. L-ispejjeż ta' rregolarizzazzjoni huma stmati li jammontaw għal madwar €3,600 eskluż spejjeż professjonali, u l-valur indikat huwa rispettivament aġġustat.

**19. Kundizzjoni tal-fond**

Il-fond kien komplut (*finished*) iżda illum jinsab f'kundizzjoni medja minħabba li diversi partijiet tal-finituri ġew imneħħija matul l-aħħar xhur (ara ritratti fl-Anness 2), u għalhekk hemm bżonn li jsiru xogħolijiet sabiex il-fond jerġa' jiġi komplut għall-finijiet ta' użu kummerċjali u/jew residenzjali. Huwa stmat li l-ispiza sabiex dan isir hu ta' madwar €50,000 (*hamsin elf Ewro*).

L-istruttura tidher li hi f'kundizzjoni tajba, iżda jiġi nnutat dan li ġej:

- (i) Ma sarx aċċess fil-partijiet sovrastanti l-fond u għalhekk kwalunkwe difetti f'tali partijiet sovrastanti li jistgħu ikollhom impatt fuq din il-valutazzjoni ma ġew osservati;
- (ii) Il-parti l-kbira tas-saqaf tal-fond huwa mgħotti b'suffett u għalhekk il-kundizzjoni ta' tali saqaf ma setax jiġi kkonfermat – għall-fini ta' din il-valutazzjoni ġie preżunt li s-saqaf jinsab f'kundizzjoni tajba.

**20. Servizzi**

Il-fond hu munit bis-servizzi normali ta' dawl, ilma, telefon u drenagg. Ma saru ebda testijiet sabiex jiġi aċċertat li s-servizzi huma fi stat tajjeb jew oltre.

**21. Kunsiderazzjonijiet Ambjentali**

Ma ġew innutati ebda fatturi ta' natura ambjentali ta' rilevanza għal din il-valutazzjoni.

Perit Simone Vella Lenicker

**Annessi:**

1. Pjanta tas-sit (*site plan*), 1:2500
2. Ritratti
3. Estratti mill-Pjan Lokali (*South Malta Local Plan*)
4. Dokumenti relatati mal-permess PA/03773/04
5. Kuntratt ta' xiri tal-beni mmobbli flimkien mal-pjanta annessa ma' tali kuntratt
6. Inkartament mill-Prim Awla tal-Qorti Ċivili u dokumentazzjoni oħra pprovduta

Ilum 24 ta' Settembru 2021  
 Deher il-Perit Legali / Tekniku:  
 Ale S. Vella Lenicker 16400475 (m)  
 Li wara li ddikjara li thallas l-ammont lii  
 dovut, halef/halfet li qeda/qdlet fedelment  
 u onestament l-Inkarigu mogħti lii/ha.

Malvic Farrugia  
 Deputy Registrar

Annalise Salteri  
 Deputat Registratur  
 Qrati tal-Gustizzja (Malta)

Ilum 10 SEP 2021

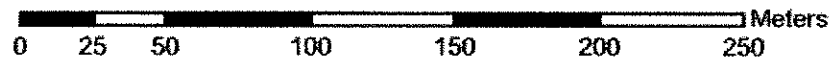
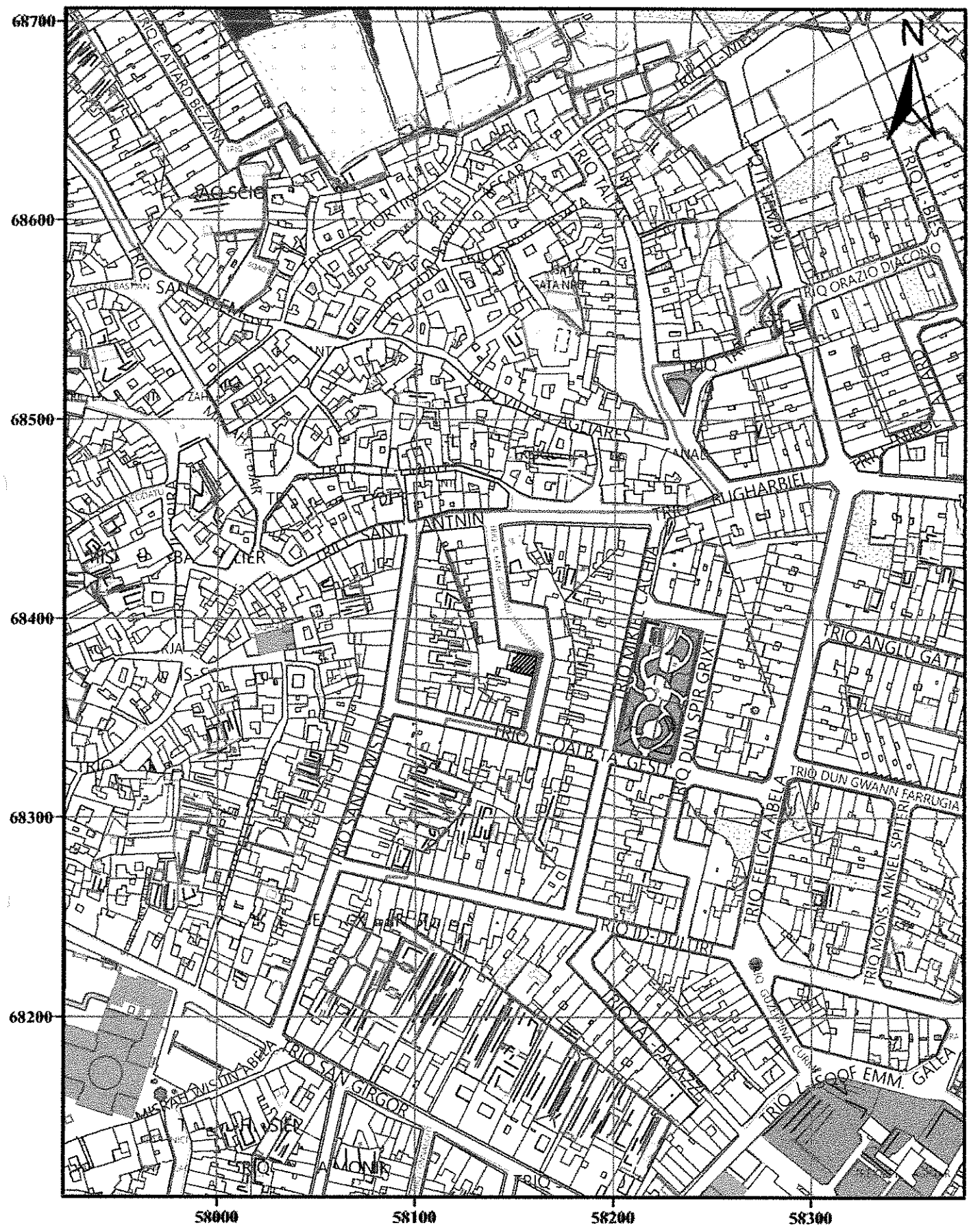
Ippreżentata mill- Ale Simone Vella Lenicker

3 dok wieshed (1) dokumenti



Annex 1

Pjanta tas-sit (*site plan*), 1:2500



**1:2,500** Date Printed: 03/09/2021

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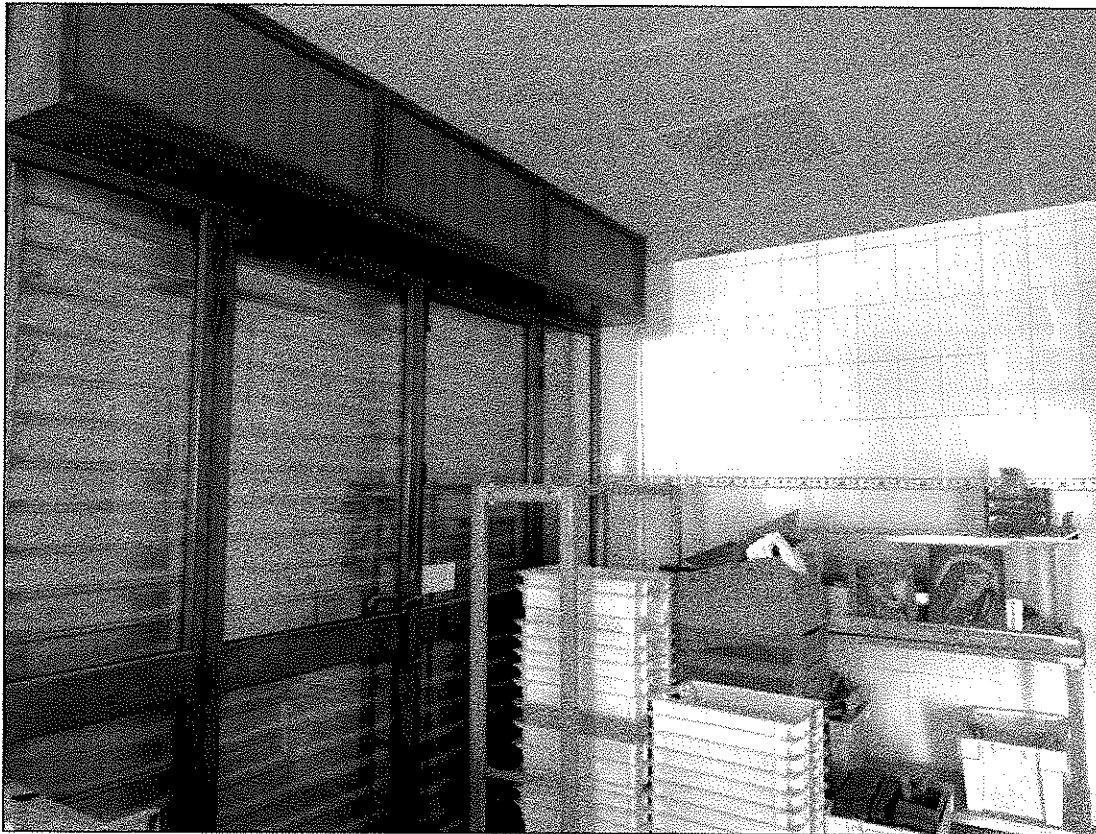
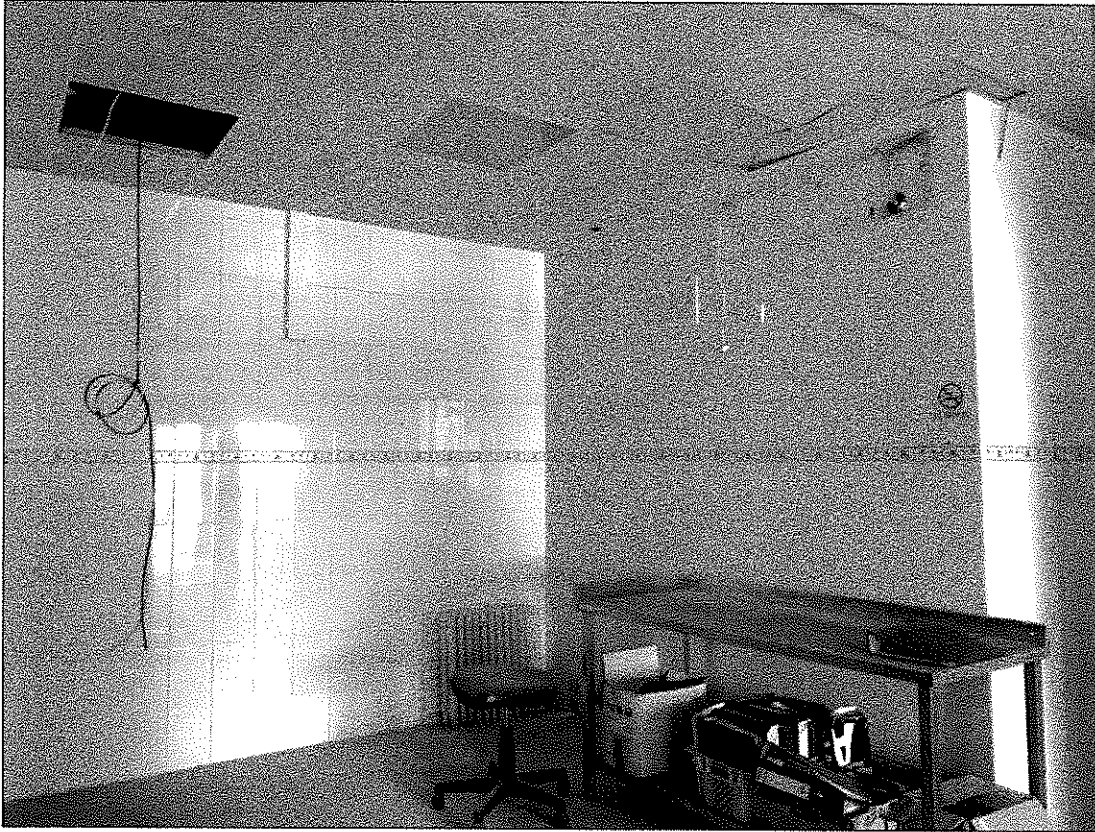


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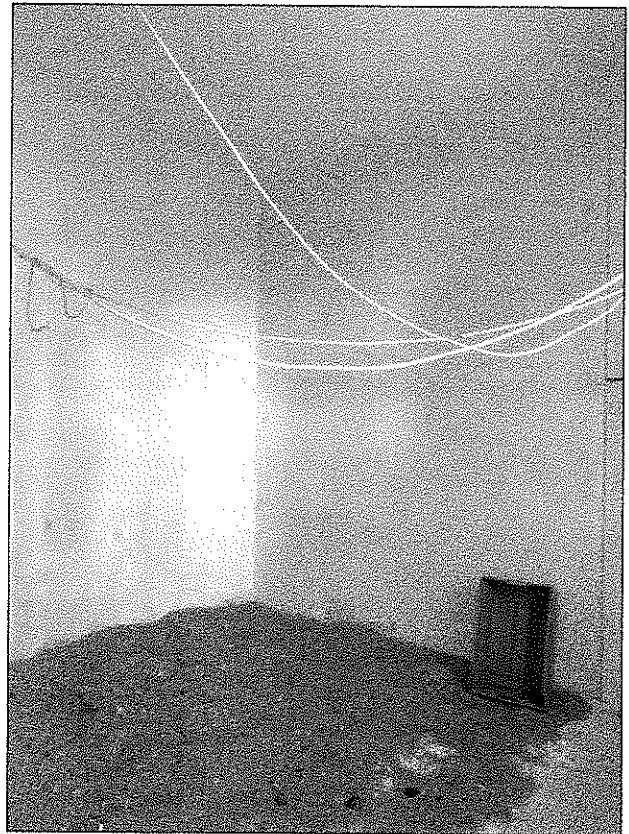
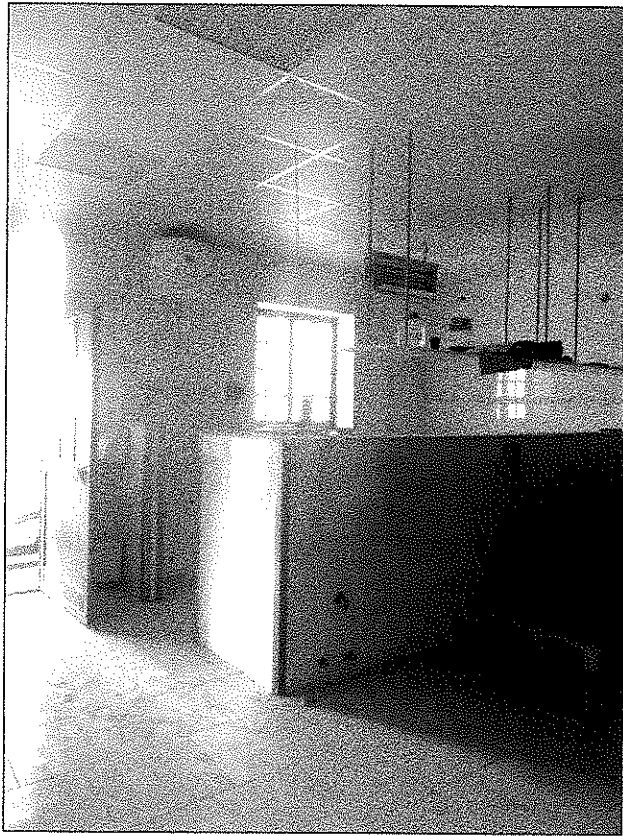
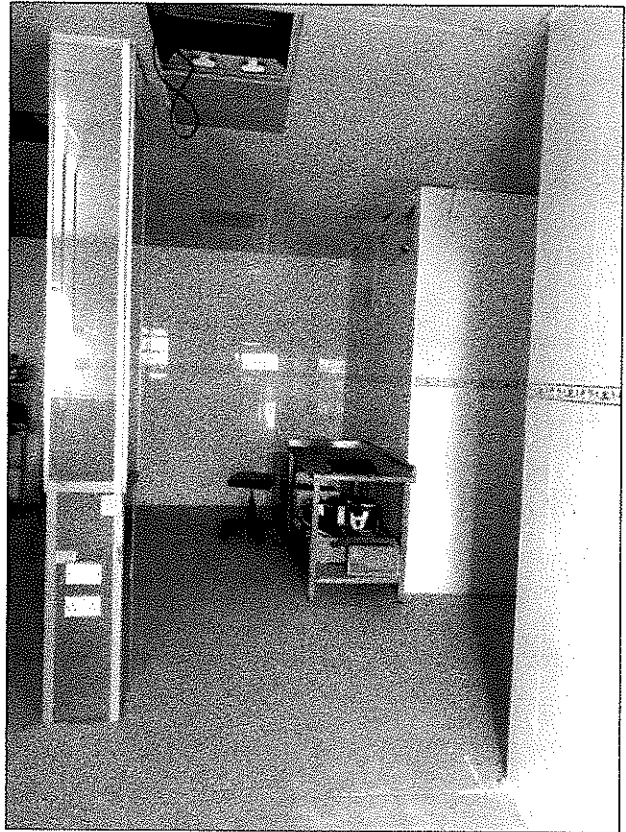
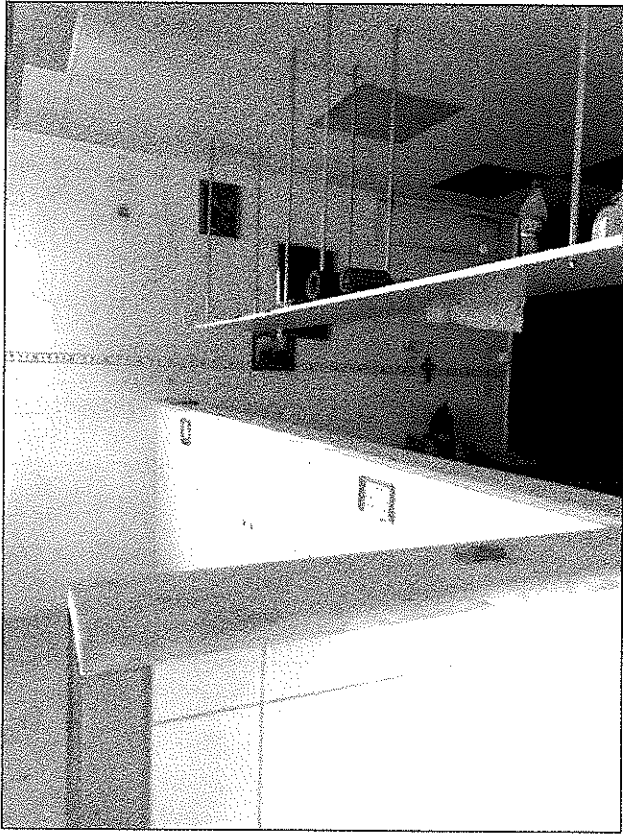


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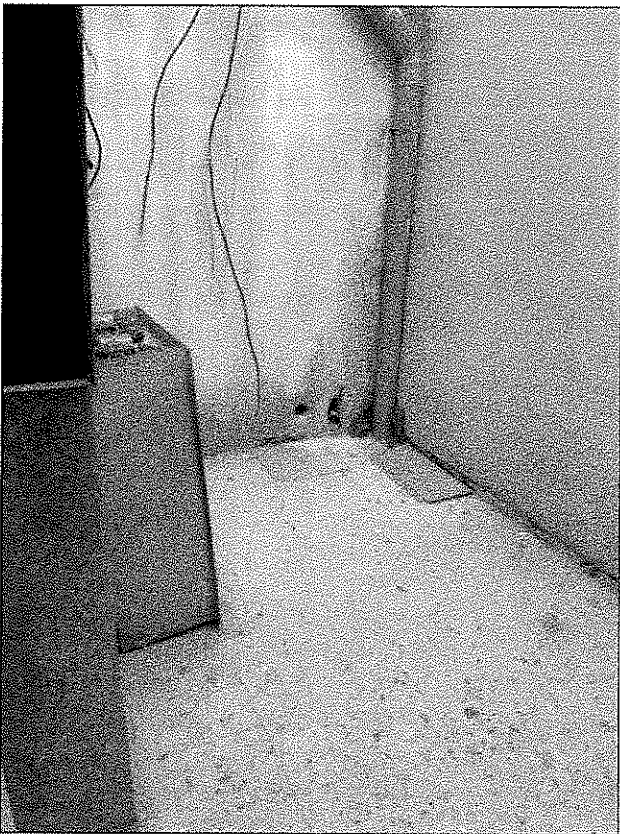
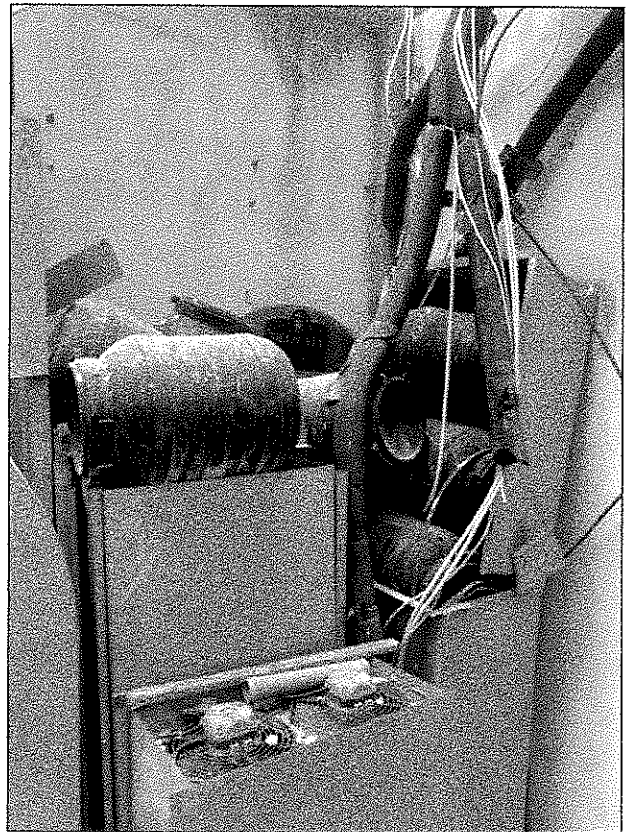


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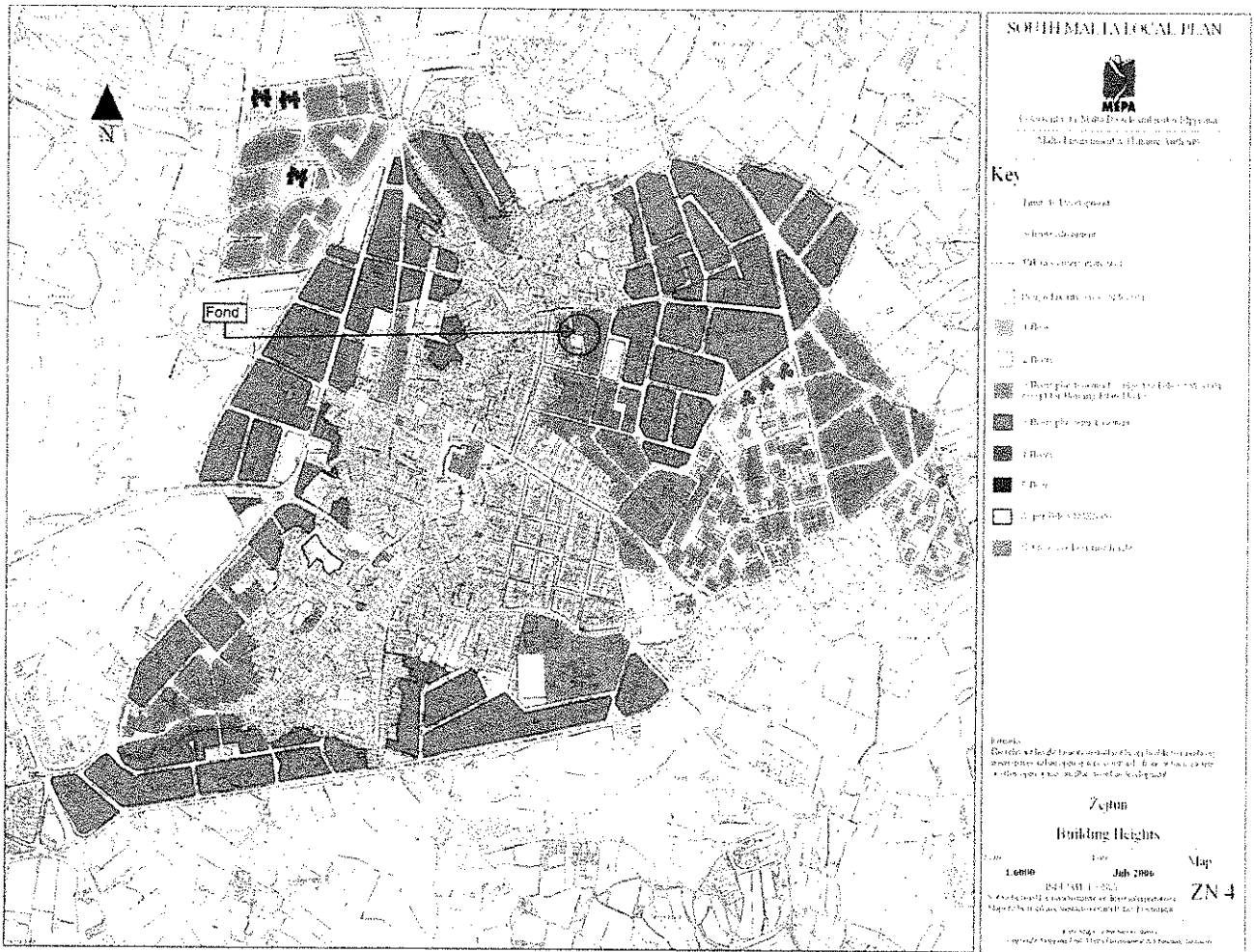


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Annex 3

Estratti mill-Pjan Lokali (*South Malta Local Plan*)





SOUTH MALL LOCAL PLAN



Metropolitan Planning Council  
150 North Dearborn Street, Suite 1000  
Chicago, Illinois 60610-4233  
Tel: 312.743.4400  
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Key

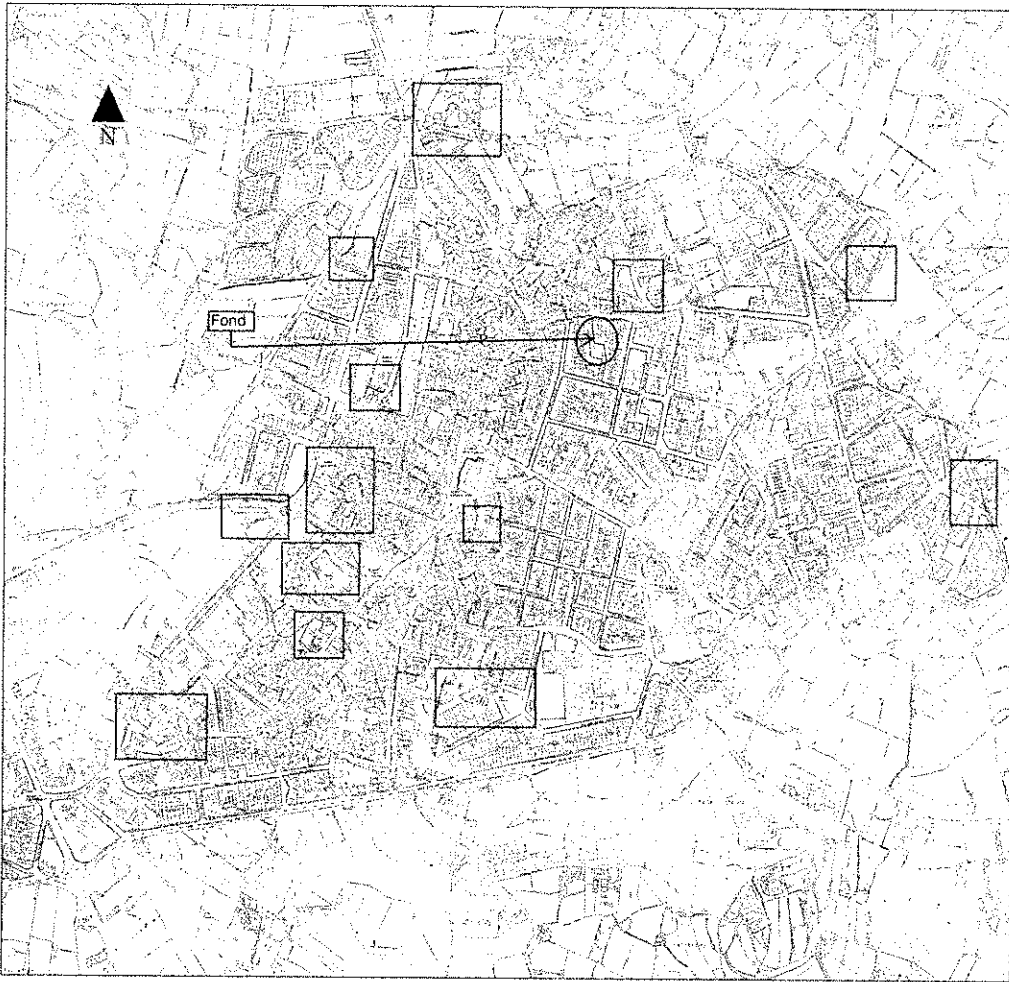
- 1. Int'l Development
- 2. Int'l Business
- 3. Int'l Office/Professional
- 4. Int'l Office/Professional (Medium Density)
- 5. Office
- 6. Office
- 7. Office/Professional (Medium Density) (Medium Density)
- 8. Office/Professional
- 9. Office
- 10. Office
- 11. Office/Professional

Notes:  
Building heights are shown in feet. Building heights are shown in feet. Building heights are shown in feet.

Zoning Building Heights

Scale: 1:6000 Date: July 2006 Map ZN 4

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MALTA SOUTH LOCAL PLAN



Environmental Management Authority  
 Mibgħarr ta' l-Ambjent u l-Idrokarbonju

Key

- Urban Development
- Scheme Alignment
- Proposed Scheme Alignment

ZONING

Changes to Scheme Alignment Zoning

Scale: 1:2000  
 Date: July 2006  
 Map: ZN 6

The MEPA will accept proposals for the redevelopment of properties, which have no architectural or historic value, within the RAIAAs provided that:-

- a) a better standard of residential accommodation is provided;
- b) the proposed development does not impact negatively on the residential amenity of the area and respects in terms of design, building heights and massing the character of adjacent buildings and streetscape;
- c) the proposal will NOT increase the stock of residential accommodation;
- d) evidence is produced by the developer that efforts were made to save the original structure; and
- e) innovative forms of housing design and layout are adopted as a means of creating more acceptable residential layouts.

Permitted uses within such areas should be guided by policy SMHO 02 for residential areas.

MEPA may encourage Government or the appropriate agency to introduce incentives and other schemes that encourage residents and owners to upgrade their properties within the RAIAAs.

MEPA will also encourage initiatives by the Local Councils with regard to the improvement of the environmental quality of these areas in terms of pedestrianisation measures, embellishment and any other similar improvements.

4.4.1 Specific housing areas within settlements are in need of upgrading to improve the quality of the environment within these residential areas and provide a pleasant setting to live in. The designation of Residential Amenity Improvement Action Areas identifies such areas where opportunities exist for public sector intervention, investment and assistance ( e.g. special grants, soft loans schemes, tax rebates) with the aim of introducing improvements with regard to traffic management, embellishment schemes, recreational areas as well as rehabilitation schemes. Some of these areas include the traditional parts of certain towns and villages as well as housing estates. This policy is designed to draw attention to these areas and, subject to acceptance by Government, seek a range of fiscal as well as planning measures to ensure that their improvement is put in hand. Measures could include: tax rebates or exemption on specified repair works; direct grants for certain repairs; 'soft loans' for adaptation or improvement works. In addition to such measures Local Councils are encouraged to develop initiatives towards the improvement of such areas.

**SMHO 02 Residential Areas and Residential Priority Areas**

The Local Plan designates Residential Areas (RAs) and/or Residential Priority Areas (RPAs) as shown on the relevant Policy Maps.

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

- i. A mix of Class 1 (Use Classes Order, 1994) terraced residential development as detailed in the DC 2005, Part 3, and in accordance with the specific zoning conditions indicated in the same guidance, unless otherwise stated by a policy in this Local Plan;
- ii. Class 2 (Use Classes Order, 1994) residential institutions, provided that:
  - they are of a small scale and do not create adverse impacts on the residential amenity of the area;

- Class 2 (a) institutions are located in close proximity to a town or local centre; and,
  - Class 2 (b) nursing homes and clinics are easily accessible from the arterial and distributor road network.
- iii. Class 3 (Use Classes Order, 1994) hostels provided that these uses are in accordance with all other relevant Local Plan policies.
- iv. Class 4 (Use Classes Order, 1994) small shops provided that:
- the small shops (of any nature) are not to exceed a total floor area of 50 m<sup>2</sup> each, and convenience shops are not to exceed a total floor area of 75 m<sup>2</sup> each;
  - they comply with all the provisions of paras. 1.4.16 to 1.4.18 of the Interim Retail Planning Guidelines (2003); and
  - they comply with any relevant section of the DC2005 (design, access, amenity, etc.).
- v. Supermarkets provided that they comply with all the provisions of Policy SMCM 07.
- vi. Class 5 (Use Classes Order, 1994) offices provided that:
- the floorspace does not exceed 75 m<sup>2</sup>;
  - they do not unacceptably exacerbate parking problems in a residential street that already has an acute under provision of parking spaces for residents; and,
  - they comply with any relevant section of the DC 2005 (design, access, amenity, etc.).
- vii. Classes 7 and 9 (Use Classes Order, 1994) non-residential institutions, swimming bath or pool, skating rink, health club, sauna, sports hall, other indoor or outdoor land based sports or recreation uses not involving motorised vehicles or firearms, and interpretation centres, provided the facility:
- is of a small scale and does not create adverse impacts on the residential amenity of the area;
  - is located on land already occupied by buildings and will replace these buildings provided they are not worthy of retention due to their historic/architectural merit and/or their contribution to the character of the area, unless land is specifically allocated for the facility by this Local Plan; and,
  - the immediate surroundings of the site are already of a mixed use character.
- viii. Class 8 (Use Classes Order, 1994) educational facilities, provided that access and the character of the area are taken into account and are deemed adequate by MEPA to allow the safe and neighbour compatible use of such facilities.
- ix. Class 11 (Use Classes Order, 1994) business and light industry provided that:
- The gross floor area of the premises does not exceed 50 m<sup>2</sup> (including storage of materials and/or finished products);
  - The activity conducted within the premises does not use heavy duty and/or noisy electrical/mechanical (including pneumatic) equipment, and equipment which requires a 3 phase electricity supply;
  - The activity conducted within the premises does not entail extensive and/or prolonged use of percussion hand tools (eg. Hammers, mallets etc);
  - The activity employs less than 5 people; and
  - The activity conducted within the premises does not inherently entail the generation of combustion, chemical or particulate by products.

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

Proposals to convert from existing Class 12 (Use Classes Order, 1994) general industry to Class 11 (Use Classes Order, 1994) business and light industry within designated Residential Areas shall only be considered acceptable by MEPA if all the

conditions listed above are adhered to, and provided that it can be proven that the Class 12 Use (general industry) operation is a permitted one and the Class 11 Use (business and light industry) operation is actually more neighbourhood compatible than the Class 12 Use operation it intends to replace.

- x. Taxi Business or for the hire of motor vehicles as per para. 6.15 of DC 2005.

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

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

- i. A mix of Class 1 (Use Classes Order, 1994) terrace houses, maisonettes and flats on sites zoned in the relative Area Policy Maps for these specific forms of residential development. This development is to be in accordance with the relevant conditions as detailed in the DC2005, Part 3, unless otherwise stated by a policy in this Local Plan.
- ii. A mix of Class 1 (Use Classes Order, 1994) detached and semi-detached dwellings on sites zoned in the relative Area Policy Maps for these specific forms of residential development. This development is to be in accordance with the relevant conditions as detailed in the DC 2005, Part 3, unless otherwise stated by a policy in this Local Plan.
- iii. Class 5 (Use Classes Order, 1994) offices provided that all the provisions in point vi above with regard to Residential Areas are adhered to.

In the Residential Areas of Kirkop, including Residential Priority Areas and Xghajra no dwelling unit will be permitted having a net floor area less than 120 m<sup>2</sup>. However, where proposals will result in the creation of more than two units on the same footprint, smaller units may be permitted provided that the difference between the built footprint and the 120 m<sup>2</sup> is left as open space in addition to the statutory side cartilage or back/front garden as the case may be. The additional open space shall be secured by a planning obligation.

- 4.4.2 This policy seeks to safeguard the residential amenity within the localities in the plan area, whilst offering an opportunity for specific developments which would enhance and complement the residential use without creating adverse impacts. The range of activities at ground floor level tends to be a mix of uses and includes shops and offices, mostly of a local scale and serving local needs. The policy specifically excludes land-uses that are deemed to be incompatible with Residential Areas due to their nature and scale of activity, such as bad neighbour industrial uses. In this regard, acceptable light industrial uses in residential areas shall only include very low impact industrial activities such as electronic repair, servicing and maintenance as well as handcrafts that do not inherently require the use of electrical machinery, especially those related to textiles. Activities which require the extensive use of manual percussive tools (eg. Hammers, mallets etc) are not deemed compatible with residential areas.
- 4.4.3 Residential Priority Areas (RPAs) refer to specific residential areas which are characterised by distinct building types (e.g. villa and bungalow development) or a quality urban area which is distinct from the rest of the urban area within the locality particularly with respect to building design (semi-detached/detached dwellings), lower densities (villa areas) or clusters of buildings exhibiting special characteristics. These specific characteristics enhance the residential function of these areas and this policy seeks to protect this quality aspect by not permitting uses which may significantly affect the residential nature of such areas.



Annex 4

Dokumenti relatati mal-permess PA/03773/04



— Full Development Permission —

Documents : PA 3773/04/1c/1d/1e/1f/24a/24b

Planning Authority hereby grants development permission in accordance with the application and plans described above, subject to the following conditions:

- 1 - All external apertures including shop apertures shall be constructed in timber. Any metal work shall be in wrought iron.
  - 2 - Adequate sound insulation measures are to be applied within the premises and are to be installed prior to the use of the premises.
  - 3 - The advertisement hereby permitted is to be constructed in solid timber, and the site used for its display, shall be maintained in a clean and tidy condition to the reasonable satisfaction of the Malta Environment & Planning Authority. It is to be externally illuminated and that no neon signs would be permitted.
- Any structure or hoarding erected or used for the purpose of displaying the advertisement hereby permitted shall be maintained in a safe condition.
- The advertisement hereby permitted shall not be sited or displayed so as to obscure or hinder the ready interpretation of any road traffic sign or aid to navigation by water or air, or so as to create a danger to pedestrians or otherwise render hazardous the use of any means of travel.
- 4 - All standing Sanitary Laws and Regulations are to be strictly adhered to.
  - 5 - The premises shall be used only for the sale of meat and for no other purpose, including any use falling within Class 4 of the Development Planning (Use Classes) Order 1994.
  - 6 - No visible roller shutter is being accepted.
  - 7 - A compliance certificate is necessary and this will be issued only after another Engineer's report that after installation of equipment he checks the same report as approved PA 3773/04/24A herewith enclosed.
  - 8 - a) This development permission is valid for a period of FIVE YEARS from the date of this notice but will cease to be valid if the development is not completed by the end of this five year period.
  - b) It should be noted that a third party may have the right of appeal against this permission. Any development which is carried out when such an appeal has been made, or until the time limit for the submission of such an appeal has expired, is undertaken at the risk that this permission may be revoked by the Planning Appeals Board or quashed by the Court of Appeal.
  - c) 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.

d) All works shall be carried out strictly in accordance with the approved plans and the conditions of this permission. Where a matter is not specified on the plans then the conditions of this permission and of Development Control Policy and Design Guidance shall take precedence and modify the plans accordingly.

e) Before any part of the development hereby permitted commences, the enclosed green copy of the Development Permit 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 permit must be maintained in a good condition and it shall remain displayed on the site until the works are complete.

f) The enclosed Commencement Notice shall be returned to the Malta Environment & Planning Authority so that it is received at least five days prior to the commencement of the development hereby permitted.

g) Where the change of use involves alterations to the building, copies of all approved plans and elevations must be available for inspection on site by Malta Environment & Planning Authority staff at all reasonable times.

h) The development hereby permitted shall not be brought into use until the Final Compliance (Completion) Certificate, certifying that the development has been carried out in full accordance with the plans approved by this permission and with the other conditions imposed in this permission, has been issued by the Malta Environment & Planning Authority.

i) This permission for change of use is subject to Trading Licence approval and to any other approval or clearance which may be required from other Government Departments.

j) A Public Sewer Discharge Permit in accordance with LN 139 of 2002 may be required for this development.

k) The use hereby approved shall be carried on in such a manner that it does not decrease or adversely affect the amenity of adjoining properties or of the locality as a whole.

A number of additional conditions, standard at the time of issue of the permission, would also have been imposed in the original permission. It would have included conditions such as (but not limited to): Permit is granted saving third party rights. The applicant is not excused from obtaining any other permission required by law.

Case Number: PA/03773/04  
Report Name: Board Minutes

Date : 15 Dec 2004

DCC Meeting no. 6902204 held on 9th August, 2004

Architect is informed that a report by an engineer that the cold room does not emit neither vibrations nor noise to the residences above and adjacent is necessary. A bank guarantee will be requested to comply with such a proposal.

DCC Meeting No. 7802204 held on 7th September, 2004

Architect is informed that the engineer's report submitted is not acceptable since it is lacking in detail. Furthermore, he is asked to confirm whether the equipment has already been installed as implied in the report. If this is the case, sanctioning will be required.

DCC Meeting No. 9802204 held on 9th November, 2004

Deferred since application is referred to Enforcement.

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Case Number: PA/03773/04  
Report Name: Case Officer Report

Press Date : 7/17/2004

Application Type : Full development permission

Architect : Mr. Mannie Galea

Applicant : Ms Victoria Bondin

Location : 15 Triq Il-Kanonku Dedomenico, Zejtun

Proposal : Change of use of dwelling and garage into a butcher shop including alterations, fixing of sign and airconditioner.

Drawing Numbers :

PA 3773/04/1c/1d/1e/1f/24a/24b

— REPRESENTATIONS —

The occupiers of the dwelling at first floor level is against the proposed use of the premises. He is indicating that the inconvenience which will be caused by the noise of the motors and of the air-conditioner will be of detriment to their health. Red 10 refers.

— NOTES TO COMMITTEE —

1 - The committee on August 9 informed architect that a report is necessary by an engineer that the cold room does not emit neither vibrations nor noise to the residences above and adjacent. A Bank Guarantee will be requested to comply with such a proposal.

Architect informed accordingly and submitted a report as per red's 16/16a.

2 - The Committee on September 7 informed architect that the Engineer's report submitted is not acceptable since it is lacking in detail. Furthermore he is to indicate whether the equipment has already been installed as implied in the report. In this case, sanctioning will be required.

In return, architect submitted his reply as per red 24 together with engineer's report as per 24a.

Architect has declared that no works or equipment has been carried out or installed on site.

— CASE OFFICER REPORT —

Site is located in scheme 67 at Canon Dedomenico Street within the Zejtun Urban Conservation Area.

Request is to effect internal and facade alterations and convert the existing dwelling into a butcher shop.

Case Number: PA/03773/04  
Report Name: Case Officer Report

### Policy Context:

DC2000  
BEN 1 - Uses  
BEN 2 - Urban Design  
UCO 6 - Preservation of buildings within UCA's  
TRA 4 & PA 3/93 - Parking Standards

The existing building consists of a two storey building comprising of a garage at ground floor with adjacent three habitable rooms with an overlying residential unit, third-party owned. Building has no UCA characteristics and is situated within it's periphery.

Works include the removal of internal walls in order to create an open floor area and convert into a butcher shop. Applicant is also applying for the shop front and for the shop front.

Through consultation with the Heritage Advisory Committee, it was indicated that there would be no objection for the proposal from a heritage point of view provided that all external apertures are to be constructed in timber and any metal work in wrought iron. Shop sign is to conform with the approved Policy and Design Guidance.

The proposed shop is to incorporate a built-in cold room having an area of 10m<sup>2</sup> while the shop area is 58m<sup>2</sup>. This area is within that permitted in the Approved Policy Paper for Local shops and therefore no parking is being requested for.

Plans submitted indicates the incorporation of a Grease trap in accordance with the requirements of the Health Department. Besides the air-condition compressor is being located in a room at the back, adjacent to the bathroom.

In order to safeguard any inconvenience which might be caused to the overlying and adjoining residents, a condition is being imposed in that premises are to be equipped with an adequate sound insulation measures prior to the use of the shop.

Shop apertures and the advertisement sign are considered as acceptable and in accordance with the Approved Policy and Design Guidance for shop fronts.

In this respect, works are considered as acceptable hence an approval is being recommended subject to conformity with the sanitary regulations.

GRANT - subject to the following conditions:

1 - All external apertures including shop apertures shall be constructed in timber. Any metal work shall be in wrought iron.  
2 - Adequate sound insulation measures are to be applied within the premises and are to be installed prior to the use of the premises.  
3 - The advertisement hereby permitted is to be constructed in solid timber, and the site used for its display, shall be maintained in a clean and tidy condition to the reasonable satisfaction of the Malta Environment & Planning Authority. It is to be externally illuminated and that no neon signs would be permitted.

Any structure or hoarding erected or used for the purpose of displaying the advertisement hereby permitted shall be maintained in a safe condition.

The advertisement hereby permitted shall not be sited or displayed so as to obscure or hinder the ready interpretation of any road traffic sign or aid to navigation by water or air, or so as to create a danger to pedestrians or otherwise render hazardous the use of any means of travel.4 - All standing Sanitary Laws and Regulations are to be strictly adhered to.5 - The premises shall be used only for the sale of meat and for no other purpose, including any use falling within Class 4 of the Development Planning (Use Classes) Order 1994.6 - a) This development permission is valid for a period of FIVE YEARS from the date of this notice but will cease to be valid if the development is not completed by the end of this five year period.

b) It should be noted that a third party may have the right of appeal against this permission. Any development which is carried out when such an appeal has been made, or until the time limit for the submission of such an appeal has expired, is undertaken at the risk that this permission may be revoked by the Planning Appeals Board or quashed by the Court of Appeal.

c) 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.

d) All works shall be carried out strictly in accordance with the approved plans and the conditions of this permission. Where a matter is not specified on the plans then the conditions of this permission and of Development Control Policy and Design Guidance shall take precedence and modify the plans accordingly.

e) Before any part of the development hereby permitted commences, the enclosed green copy of the Development Permit 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 permit must be maintained in a good condition and it shall remain displayed on the site until the works are complete.

f) The enclosed Commencement Notice shall be returned to the Malta Environment & Planning Authority so that it is received at least five days prior to the commencement of the development hereby permitted.

g) Where the change of use involves alterations to the building, copies of all approved plans and elevations must be available for inspection on site by Malta Environment & Planning Authority staff at all reasonable times.

h) The development hereby permitted shall not be brought into use until the Final

Compliance (Completion) Certificate, certifying that the development has been carried out in full accordance with the plans approved by this permission and with the other conditions imposed in this permission, has been issued by the Malta Environment & Planning Authority.

i) This permission for change of use is subject to Trading Licence approval and to any other approval or clearance which may be required from other Government Departments.

j) A Public Sewer Discharge Permit in accordance with LN 139 of 2002 may be required for this development.

k) The use hereby approved shall be carried on in such a manner that it does not decrease or adversely affect the amenity of adjoining properties or of the locality as a whole. An eventual development permission would also be issued subject to the following standard text:

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. A third party may have the right of appeal against this permission. Any action taken on this permission when such an appeal has been made, or until the time limit for the submission of such an appeal has expired, is undertaken at the risk that this permission may be revoked by the Environment and Planning Review Tribunal or quashed by the Court of Appeal.

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 Planning Authority), as required by any law or regulation.

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 Planning Authority) to obtain any necessary operational permit or registration. This requirement does not apply to Class 4, 5, 7 and 8 uses as listed in the Development Planning (Use Classes) Order (1994), or its subsequent amendments.

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This report to the

Case Officer : George Delmar

Endorsed by :

Case Number: PA/03773/04  
Report Name: Case Officer Report

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Annex 5

Kuntratt ta' xiri tal-beni mmobbli flimkien  
mal-pjanta annessa ma' tali kuntratt

Today, the seventeenth day of September of the year two thousand and nine (2009).

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Deed No: 71

Before me, Doctor of Laws VANESSA BUTTIGIEG, Notary Public in Malta, duly sworn and admitted, have personally appeared, after being identified by me in terms of law, by means of the official documents mentioned hereunder:

Loan and Sale

Of the First Part:

Vincent Lanzon, bank manager, a son of late Felix and Filomena nee Rufaud born and residing Zabba identity card numbered 780954M who is appearing hereon for and in representation of the BANK OF VALLETTA PLC duly authorised to appear hereon hereinafter, referred to as "the Bank".

Enrolled: 144/2009 (C2-10205)

Vol. I: 14333/2009 (Loan)

Vol. I: 14400/2009 (G.P.P)

Of the Second Part:

JONATHAN PACE, self-employed, bachelor son of John and Doris nee' Azzopardi, born Pieta and residing at Bormla, holder of identity card number 277083(M), hereinafter referred to as "the Customer" or "the Purchaser" as the case may be.

Vol. R  
7146/2009 (Reduction)

Of the Third Part:

VICTORIA BONDIN, wife of Eugenio, daughter of Joseph Gatt and Maria Dolores sive Doris Gatt nee' Montebello, born and residing at Zejtun, holder of identity card number 368867(M), hereinafter referred to as the "Vendor".

Whereas the Customer, has requested the Bank to grant him on Loan the sum of one hundred and eighty six thousand and five hundred Euros (€186,500) so that he may purchase the immovable described in the second part of this deed and as security the Customer has offered the Bank a general hypothec over all his property in general present and future and a special hypothec on the said immovable for the amount of one hundred and eighty six thousand and five hundred Euros (€186,500) over and above the special privilege competent to the Bank on the same immovable in terms of law.

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

Now therefore in virtue of this first part of the deed, the Bank hereby declares to accede and hereby grants on Loan to the Customer who accepts the sum of one hundred and eighty five thousand and five hundred Euros (€185,500) hereinafter called "the Loan" which sum granted on Loan the Customer delegates the Bank which accepts to pay the sum of one hundred and

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eighty five thousand and five hundred Euros (€185,500) directly to the Vendor in the second part of this deed as part of and in full and final settlement of the purchase price of the immovable being purchased hereon.

In warranty of the proper observance of the conditions of this deed and in particular of the repayment of the Loan and the payment of interest accruing thereon and charges connected therewith, the Customer constitutes in favour of the Bank, which accepts, a **general hypothec** on all his property in general present and future, and

a) a **special hypothec** on the immovable purchased in virtue of the second part of this same deed namely the **Shop named "Tyson Butcher", officially numbered fifteen (15)**, at ground floor level, previously a groundfloor tenement named Maria Dolores at times erroneously indicated to be situated at first floor level (1<sup>st</sup> floor) situated in **Triq Canon De Domenico, Zejtun**, excluding its relative airspace, as subject to and enjoying those rights inherent in its relative position underlying third party property including a common system of drains and drainage systems, otherwise free and unencumbered with all its rights and appurtenances as better shown on the plan annexed to this deed and marked as Document letter "A", over and above the **special privilege** competent to the Bank in terms of law on the said property being purchased in virtue of the second part of this deed.

b) a Special hypothec over the **ground floor maisonette internally numbered four (4) and named "Shelik"** forming part of a complex "Eureka", with all its rights and appurtenances including any and all improvements effected thereto, but excluding its relative airspace and which complex of buildings is found in Triq it-Taghlim Zejtun, built on part of the lands called "is-Salib" or "Mastru Gidelu" or "Mastru Galutin", bounded on the West by the Road area, on the North by plot number four (4) and on the East by plot number one (1), free and unencumbered, as subject to the servitudes resulting from its relative position in the block including the passage of water pipes and/or other services in common with overlying and underlying property, including the uninterrupted and perpetual right to install and maintain a water tank of five hundred litres in capacity (500lt) on the highest roof of the block and with access for the maintenance of the same and to install a common satellite dish, as better detailed in the deed in the records of Notary Doctor Joseph Smith La Rosa of the fourteenth day of May of the year two thousand and eight (14/05/2008), wherein the said property is better described and to which deed there is attached a plan marked as document letter "M" and wherein the said property is marked in blue; as well as

c) a special hypothec over the **groundfloor flat, internally numbered one (1) forming part of a Waveline Complex**, which complex is situated in Triq il-Knisja, Xaghra limits of Zabbar. The said complex is built on a site that was previously occupied by two urban tenements namely the tenement officially numbered one hundred and twenty four (124) and the tenement

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officially numbered one hundred and twenty two (122), free and unencumbered with all its rights and appurtenances and as subject to the servitudes resulting from its relative position in the block including the passage of water pipes and/or other services in common with overlying property, including the uninterrupted and perpetual right to install and maintain a water tank of five hundred litres in capacity (500lt) on the highest roof of the block and with access for the maintenance of the same and to install a common satellite dish and with the right of uninterrupted and perpetual use of those parts intended for common use as per deed published in my records of Notary Reuben Debono of the eleventh day of June of the year two thousand and nine (11/06/2009), wherein the said property is better described and to which deed there is attached a plan marked as document letter "Z" and wherein the said property is marked in green.

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

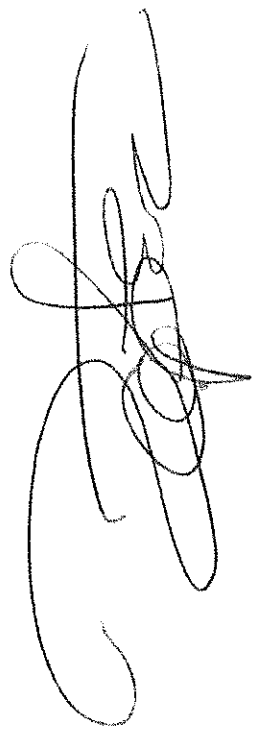
Unless otherwise agreed, the Loan shall be repaid over a period of twenty (20) years or any extension thereof.

The Bank and the Customer agree that if:

- (a) the Customer fails to pay any sum whether of principal, interest, fees or charges, due from him under the deed of Loan at the time and in the manner stipulated in this deed; or
- (b) the Customer commits any breach of, or omit to observe any obligations or undertakings expressed to be assumed by him under this deed; or
- (c) any representation or warranty made or deemed to be made, or repeated by or in respect of the Customer, is or proves to have been, incorrect in any material respect; or
- (d) any indebtedness of the Customer is not paid when due or becomes due and payable, or any creditor of the Customer becomes entitled to declare any such indebtedness due and payable prior to the date when it would otherwise have become due or any guarantee or indemnity of the Customer in respect of indebtedness is not honoured when due and called upon; or
- (e) any consent, authorisation, licence or approval of, or registration with, or declaration to, governmental or public bodies or authorities, or courts, required by the Customer in connection with, or pursuant to, the execution, delivery, validity, enforceability or admissibility in evidence of this deed or the performance by the Customer of his obligations under this deed, is modified, or is not granted, or is revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect; or
- (f) a creditor attaches or takes possession of, by way of execution, sequestration or other process is levied or enforced upon or sued out against, any of the undertakings, assets, rights

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- or revenues of the Customer; and is not discharged within seven (7) days; or
- (g) the Customer suspends payment of his debts or are unable, or admit inability to pay their debts as they fall due, or commence negotiations with one or more of his creditors with a view to the general readjustment or rescheduling of all or part of their indebtedness, or propose or enter into any composition or other arrangement for the benefit of his creditors generally or as a class of creditors, or proceedings are commenced in relation to the Customer under any law, regulation or procedure relating to the reconstruction of debts; or
- (h) the Customer takes any action or any legal proceedings are started or other steps taken for:
  - (i) the Customer to be adjudicated or found bankrupt or insolvent; or
  - (ii) the winding up or dissolution of the Customer; or
  - (iii) the appointment of a liquidator, curator, administrator or similar officer of the Customer; or
- (i) the Customer suspends, or ceases, or threatens to suspend or cease to carry on his business; or
- (j) all or a material part of the undertakings, assets, rights or revenues of, or shares, or other ownership interests in, of the Customer are seized, nationalised, expropriated or compulsorily acquired by, or under the authority of any government; or
- k) unless previously approved in writing by the Bank, the Customer allows and/or recognises any transfer of its shares or any change of its ownership and/or in any other manner whatsoever allows the control of the Customer to be acquired or exercised by any person or entity not having control as at the date of the document/s regulating the Loan. For the purposes of this clause, "control" means the power to direct the management and/or policies of the Customer whether through the ownership of capital, by contract or otherwise.
- (l) it becomes unlawful at any time for the Customer to perform all or any of his obligations under this deed; or
- (m) the Customer repudiates, or does, or causes, or permits to be done any act or thing evidencing an intention to repudiate this deed; or
- (o) there occurs in the opinion of the Bank, a material adverse change in the financial condition of the Customer; or
- (p) any other event occurs or circumstance arises which, in the opinion of the Bank, is likely, materially and adversely to effect the ability of the Customer to perform all or any of their obligations under or otherwise comply with the terms of the document/s regulating the Loan, then or at any time thereafter.



A large, stylized handwritten signature or scribble, possibly in blue ink, located on the right side of the page. It consists of several overlapping loops and lines, making it difficult to decipher as a specific name.

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the Bank may by notice to the Customer declare the Loan to be immediately due and payable, whereupon it shall become so due and payable together with accrued interest thereon and any other amounts then payable under this deed.

In the event that the Customer does not effect repayment as agreed or if the Customer is in default, the Bank may, by giving the Customer notice in writing, debit any account held by the Customer with the Bank, with all or any repayment, instalments, interest and charges.

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

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

- a) an adjustment to the amount of the regular repayments during the period of the Loan; or
- b) an adjustment to the number of repayments within the period of Loan; or
- c) an adjustment in the amount of the final repayment. If no such adjustment is made, repayments will continue until the Loan, together with interest, is repaid notwithstanding that this may alter the period originally envisaged.

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

- a) in the event of changes in market conditions or in banking practice;
- b) in the event of changes in costs or reductions in return to the Bank including costs or reductions in return which shall be consequent upon compliance by the Bank with any capital adequacy or minimum reserve requirements or any other request from or requirement of any Central Bank or other fiscal, monetary or other authority;
- c) if the Customer is in breach of this agreement or is otherwise in default;
- d) in the event of changes in the law and/or a decision or recommendation of a court, regulator or similar body;
- e) in the event of the introduction of new or improved products, systems, methods of operation, technology, alternative delivery channels, services or facilities;
- f) in the case of a merger with or take over of the business of another Bank or organisation offering similar services;

000698

g) if any event occurs or circumstances arises which may reasonably affect the performance by the Customer of all or any of the obligations under this agreement.

The Bank will give the Customer reasonable notice of any such amendment/s.

Furthermore, the Customer and the Bank agree as follows:

(1) All fees and expenses in connection with this deed, including but not limited to, all legal fees and administrative charges; charges made for bringing up to date from time to time the searches into the liabilities and transfers of the Customer and also for maintaining all the Bank's security in good order to the satisfaction of the Bank from time to time, duty on documents and transfers and similar taxes; and registration costs and other fees due to the undersigned Notary shall be borne by the Customer who further delegates the Bank to pay such fees and expenses and authorise the Bank to debit the Customer's account/s with the Bank with such fees and expenses and it shall not be incumbent upon the Bank to verify whether any demand by the undersigned Notary in this respect is justified.

(2) The Bank shall retain in its possession the searches into the liabilities and transfers of the Customer and, if applicable, any Certificates issued by the Land Registrar until the Loan is paid in full.

(3) If so requested by the Bank, the Customer undertakes to insure their property against all normal risks with a reputable insurance company, and to have the Bank's interest noted on the relative insurance policy. Furthermore, the Customer authorises the Bank to effect any insurance on said property as the Bank may deem fit at the Customer's sole expense.

(4) The Customer undertakes to give the Bank full details and all information relating to their financial position as requested by the Bank from time to time and to accord to the Bank every facility for the verification thereof.

(5) The Customer undertakes in favour of the Bank which accepts:

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

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

(6) For the purposes of the Land Registration Act, it is hereby being declared that the immovable property does not fall within a Compulsory Land Registration Area and was not voluntarily registered.

000699

(7) The Customer authorises the Bank to make and/or follow up any application which is necessary with the Land Registrar and to obtain registration of the aforementioned immovable and the registration of the charge constituted thereon should the immovable be or become registrable in the Land Registry, or if it is deemed by the Bank to be opportune or necessary to do so, and this at the Customer's expense.

(8) The Customer acknowledges that the Bank has obtained legal advice on the title to the property acquired/hypothecated on this deed, for the purpose of effecting its risk assessment of the lending. The Customer declares that he is not relying on the Bank's decision to lend, as proof of title of the property being acquired/hypothecated.

(9) This deed shall be governed and construed in accordance with Maltese Law and the Maltese Courts shall have exclusive jurisdiction over any dispute arising herefrom.

In virtue of this second part of the deed, the Vendor hereby sells, transfers and conveys to the Purchaser who accepts, purchases and acquires in equal shares between them.

The Shop named "Tyson Butcher", officially numbered fifteen (15), at ground floor level, previously a groundfloor tenement named Maria Dolores at times erroneously indicated to be situated at first floor level (1<sup>st</sup> floor) situated in Triq Canon De Domenico, Zejtun, excluding its relative airspace, as subject to and enjoying those rights inherent in its relative position underlying third party property including a common system of drains and drainage systems, otherwise free and unencumbered with all its rights and appurtenances as better shown on the plan annexed to this deed and marked as Document letter "A".

This sale is being made and accepted under the following terms and subject to the following conditions accepted by all the parties namely:

1. (1) In consideration and for the price of two hundred and seventy nine thousand five hundred and twenty four Euros (€279,524). The purchaser is presently paying the sum of ninety three thousand and twenty four Euros (€93,024) to the vendor who accepts while the Bank as delegated by the purchaser in the first part of this deed is paying directly to the vendor the remaining amount of one hundred and eighty six thousand and five hundred Euros (€186,500) in full and final settlement of the purchase price, and the vendor accepts and tenders due receipt in virtue of this deed.

2. The Vendor warrants the peaceful possession and the full and unrestricted enjoyment of the transferred property, with all its rights and appurtenances, with a General Hypothec on her property, present and future, in favour of the Purchaser, who accepts.



000700

3. The said property is being transferred as free from any debts and/or hypothecs free from any litigation and with vacant possession.

4. The said property is structurally sound and is built with and according to the permits required by law.

5. It is hereby agreed that the Purchaser shall neither be bound to pay nor shall be entitled to receive any compensation in relation to party walls.

6. Road, drainage and asphaltting contributions are already paid for.

7. There are no Agency fees.

8. Duty on Documents and Transfers, all fees and expenses relative to this deed of sale, and to all matters ancillary thereto, shall be borne by the Purchaser. Final withholding tax shall be paid by the Vendor.

The purchaser declares that he qualifies to acquire the immovable property above being transferred without the necessity of a permit for the acquisition of property by non-residents as he declares to be a citizen of the European Union and that he has resided continuously in Malta for at least five years during his lifetime. This declaration is being made after due explanation of its import according to Law by the undersigned Notary.

For the purposes of the Duty on Documents and Transfers Act, the Income Tax Act and the Income Tax Management Act the following is being declared:

1. That the Vendor acquired the property in vendita from the power of her parents namely Joseph Gatt and Maria Dolores known as Doris Gatt in virtue of deed of Donation in the records of Notary Doctor Mario Bugeja of the twenty seventh day of July of the year two thousand and four (27/07/2004) (Ins. 13383/2004).

2. On the other hand, Joseph Gatt had purchased the land during his marriage with Maria Dolores Gatt in virtue of a deed of sale in the records of Notary Doctor Antonio Carbonaro of the twenty second day of January of the year one thousand nine hundred and seventy three (22/01/1973) by title of perpetual emphyteusis from the power of Giuseppe Montebblo. Later on he redeemed the said ground rent.

3. Duty on this deed amounts to thirteen thousand nine hundred and eighty Euros (€13,980) and the purchaser is paying the said amount as due.

4. The vendor is paying Final Withholding Tax at the rate of twelve percent (12%) on the difference between the selling price and the value declared in the above-mentioned deed of donation

000701

amounting to twenty two thousand three hundred and sixty one Euros and eighty nine cents (€22,361.89) as more than five years (5 years) have elapsed from the date of the donation.

For the purposes of subarticle twelve (12) of article five capital A (5A) of the Income Tax Act, the parties declare that they have declared to the undersigned notary all the facts that determine if the transfer is one to which article 5A applies and that are relevant for ascertaining the proper amount of tax chargeable or any exemption, including the value which, in their opinion, reasonably reflects the market value of the said property, if this value is higher than the consideration for the transfer. The parties make such declaration after the undersigned notary warned them about the importance of the truthfulness of this declaration of theirs.

This deed has been done, read and published after I, the undersigned Notary explained the contents thereof to the parties, in Malta, Valletta, Saint George's Square, at Legal Office of the Bank's, at number one stroke five (1/5).

① Adde: By this deed the Bank of Valletta plc hereby waives all its hypothecary rights over the property purchased in virtue of this deed by purchase Jonathan Pace and which hypothecary rights arise from notes of hypothec two one one three two of the year nineteen hundred and eighty nine (21132/1989), five three five eight of the year nineteen ninety (5358/1990), three hundred ten of the year nineteen ninety six (310/1996) one three eight five six of the year nineteen ninety (13856/1990)

② Adde There appears on this deed Elyen's Bondin, employed, son of the late Seton and the late George ne (brother born and resident holder of identity card number 73635801), who hereby declares that he has no objection to this

000702

deed of transfer and thus  
the transfer de quo per se.

(3) Asse. Eugenio Bondu hereby  
declares that he has no  
objection to the transfer of  
the property designated as  
Tyson Butcher.

(4) one postille cancelled

(5) thirteen words cancelled and seven numbers cancelled  
and substituted with: "twenty five thousand one hundred  
and fifty seven Euro and thirteen Euro and € 25,157.13"

(6) one word cancelled and substituted with "six"

(7) one number cancelled and substituted with "6"

E B<sup>d</sup>,

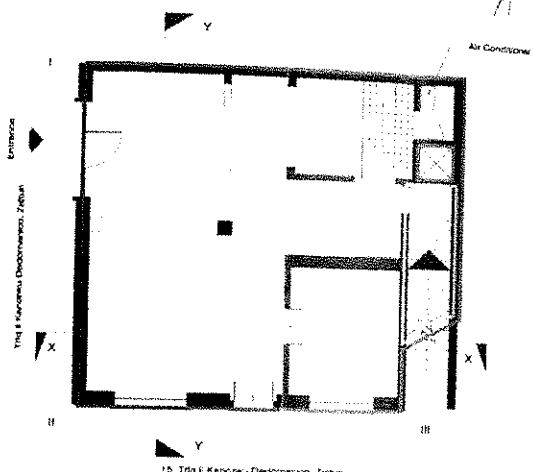
Victoria Bondu





NOTARY PUBLIC MALTA

000763



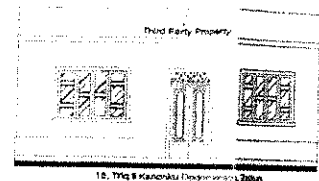
**Existing Ground Floor Plan**  
Scale: 1:200

*Victoria Bonifacio*  
*1/1/16*

Third Party Property

Butcher

**Existing Side Elevation I & II**  
Scale: 1:100



**Existing Front Elevation II & III**  
Scale: 1:100

**Legend**

- Ownership
- Right of Services
- Ownership beneath staircase

NAME: JOHN PACE ARCHITECT & CIVIL ENGINEER	
Land Registry Plan	
Existing Plan and Elevation	
Name: John Pace	Date: 15/01/2016
Project No: C. Scerril	Plot No: 15604
Scale: 1:100	Date: 18/08/09 98/09



Annex 6

Inkartament mill-Prim Awla tal-Qorti Ċivili

u dokumentazzjoni oħra pprovduta

35583

1 APR 2021

SLW ✓



**Fil-Prim Awla' tal-Qorti Ċivili**

**Fl-Atti tas-Subbasta Nru.13/2021**

**Falliment ta' Jonathan Pace**

vs

X

Lill: Perit Simone Vella Lenicker

Inti mgharraf illi gejt mahtur bhala espert fl-atti tal-Mandat ta' Qbid ta' Ilwejjeg Immobbli hawn fuq imsemmi sabiex taghmel deskrizzjoni tal-fond jew fondi indikat fir-rikors promotur u sabiex tflisser il-pizizzjiet, kirjiet u jeddijiet ohra, sew reali kemm personali, jekk ikun hemm, li ghalihom dan il-fond jew fondi ikun suggett kif ukoll l-ahhar trasferiment tieghu, skond l-informazzjoni li jkun ha mill-kreditur jew mid-debitur.

Inti mitlub sabiex tiġi tiġbor l-inkartament relattiv mit-22 ta' April 2021 'l quddiem filwaqt illi mgharraf illi ghandek sal-24 ta' Gunju 2021 sabiex tipprezenta r-rapport dettaljat tieghek.

Gaetana Aquilina  
Deputat Registratur

Sulpharsu Immobli

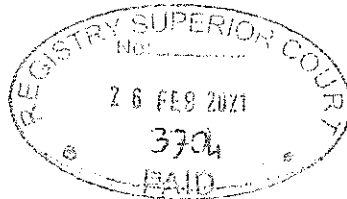
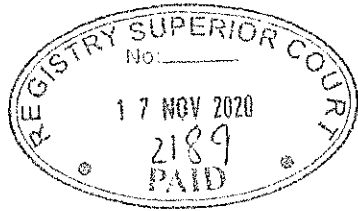
311

1102251

Fil-Prim' Awla tal-Qorti Ċivili

13/21

Pen: € 200.00



585/2013JZM

Fil-Proceduri tal-Falliment

ta' Jonathan Pace ;

u b'digriet tat-3 ta' April 2014  
Melanie Pace (ID 650082M) giet  
awtorizzata tintervjeni fil-  
procediment *in statu et terminis*

u b'digriet tas-7 ta' Ottubru  
2014 gie nominal l-Avukat Dr.  
Christopher Chircop bhala  
Kuratur *ad litem* sabiex  
jirrapprezenta l-interessi tal-  
mejjet Jonathan Pace fil-  
procediment tal-lum

Differita sine die pendent l-eżitu  
tas-subasta tal-immobbli tal-fallut

Rikors tal-Kuratur tal-Falliment Av. Dott Richard Galea Debono għall-*frug* ta' Mandat ta' Qbid ta' Hwejjeg Immobbli.

Jgħid bil-Qima:

Illi in forza ta' provvediment tal-Onorabbli Qorti tat-28 ta' Novembru 2019, gie ordnat illi :

*"Fl-ewwel lok, qeghda tordna lill-kuratur tal-falliment sabiex jagħmel kull ma huwa mehtieg sabiex il-propjeta` kollha tal-fallut tinbigh bil-procedura ta` l-bejgh bl-irkant fil-qorti skont l-Art 313 sa 357 tal-Kap 12 tal-Ligjiet ta` Malta."*

Dan sabiex, il-Kuratur rikorrent ikun jista' jgħaddi għall-*fl*as tal-kreditu skond il-pregradwazzjoni ġa stabbilita minn din il-Qorti, kif varjata mill-Onorabbli Qorti tal-Appell.

Illi l-assi immobbiljari tal-falliment jikkonsistu f'dan li ġej, u dwarhom qed jingħad kif u meta ġew akkwistati, qeghda tingħata deskrezzjoni, qeghdin jigu annessi pjanti li juru d-diversi siti, u qeghda tingħata lista tal-ipoteki gravanti kull propjeta'.

Lista' tal-Immobbli

Permezz ta' kuntratt fl-atti tan-Nutar Joseph Smith La Rosa tal-14 ta' Mejju 2008 Jonathan Pace kien akkwista minghand SB Properties Limited :

- A. Il-groundfloor maisonette immarkat bil-blu fuq il-pjanta annessa mal-istess kuntratt, bin-numru 4, bl-isem "Shelik" formanti parti minn kumpless li jgħib l-isem "Eureka" minghajr l-arja tiegħu u liema kumpless jinsab fi Triq it-Tagħlim, Żejtun, formanti parti minn art jisimha s-Salib jew Mastru Gidelfu jew Mastru Galutin, liberu w frank kif soġġett għas-servituziet li jirriżultaw mill-pożizzjoni tiegħu, kif aħjar deskritti fl-istess kuntratt u taħt il-kundizzjonijiet hemm imsemmija.

Il-propjeta' illum tinsab okkupata mill-armla tal-mejjet Jonathan Pace.

Permezz ta' kuntratt fl-atti tan-Nutar Reuben Debono tal-11 ta' Gunju 2009, Jonathan u Melanie Pace kien flimkien akkwistaw minghand George u Josephine konjuġi Muscat:

- B. Il-Flat internament markat bin-numru 1 li jinsab fl-ewwel sular u sotto għall flat immarkat numru 2 li jinsab fit-tieni sular liema flat huwa wkoll propjeta ta' Jonathan Pace, u ser jissemma infra;

Formanti parti minn kumpless ta' bini bl-isem "Waveline" għewwa Triq il-Knisja Xagħira, għewwa Ffaz-Żabbar, bla ċens bid-drittijiet u pertinenzi tiegħu.

Permezz ta' kuntratt fl-atti tan-Nutar Vanessa Buttigieg taż-17 ta' Settembru 2009 Jonathan Pace kien akkwista minghand Victoria Bondin:

- C. Il-#anut jismu "Tyson Butcher" bin-numru ufficjali 15, fil-livell tat-triq fi Triq il-Kanonku De Domenico, Żejtun, sottopost għall-propjeta' ta' terzi, eskluza l-arja tiegħu, kif sugġett għall-piżijiet minhabba l-pożizzjoni tiegħu, bid-drittijiet u pertinenzi tiegħu, liberu w frank, u sugġett għall-kondizzjonijiet kollha fl-imsemmi kuntratt.



Permezz ta' kuntratt fl-atti tan-Nutar Reuben Debono tal-21 ta' Marzu 2011, Jonathan u Melanie Pace kien flimkien akkwistaw mingħand George u Josephine konjuġi Muscat:

- D. Il-Flat internament markat bin-numru 2 li jinsab fit-tieni sular u sovarappost għall-flat immarkat numru 1 li jinsab fl-ewwel sular liema flat diġa kien propjeta ta' Jonathan Pace;
- E. Il-flat internament bin-numru 3 li jinsab fit-tielet sular ;
- F. Il-penthouse internament markata bin-numru 4 li tinsab fir-raba sular bl-arja libera tagħha usque ad coelum;

Ilkoll formanti parti minn kumpless ta' bini bl-isem "Waveline" għewwa Triq il-Knisja Xaghira, għewwa Fiaz-Zabbar, bla ċens hid-drittijiet u pertinenzi tagħhom;

Kif aħjar deskritti fl-istess imsemmi kuntratt.

Lista ta' Ipoteki fuq il-Propjetajiet Soġġetti għall-Mandat

		€
<u>Flat 1 Waveline Complex</u>		
8271/2008	Bank of Valletta plc	99,100
18748/2008	Bank of Valletta plc	25,000
8838/2009	Bank of Valletta plc	70,000
14399/2009	Bank of Valletta plc	186,500
6562/2010	Bank of Valletta plc	70,000
4583/2011	Bank of Valletta plc	50,000
4744/2011	Bank of Valletta plc	105,000
14450/2011	Bank of Valletta plc	50,000
14451/2011	Bank of Valletta plc	50,000
19018/2011	Alf Mizzi & Sons Ltd	22,118
19781/2011	Malta Beef Limited	62,341
15688/2012	Nazzareno Zammit	17,500
7862/2013	SM Marketing Limited	198,000
8279/2013	Five Effs Ltd	53,499
8915/2013	George Borg	62,857
 <u>Tianut Tyson Butcher</u>		
14399/2009	Bank of Valletta plc	186,500
6562/2010	Bank of Valletta plc	95,000
4583/2011	Bank of Valletta plc	50,000
4744/2011	Bank of Valletta plc	105,000

14450/2011	Bank of Valletta plc	50,000
14451/2011	Bank of Valletta plc	50,000
19018/2011	Alf Mizzi & Sons Ltd	22,118
19781/2011	Malta Beef Limited	62,341
15688/2012	Nazzareno Zammit	17,500
7862/2013	SM Marketing L	198,000
8279/2013	Five Effs Ltd	53,499
8915/2013	George Borg	62,857

Appartamenti 2,3 u 4 Waveline  
Complex

4583/2011	Bank of Valletta plc	50,000
4744/2011	Bank of Valletta plc	200,000
14450/2011	Bank of Valletta plc	50,000
14451/1011	Bank of Valletta plc	50,000
19018/2011	Alf Mizzi & Sons Ltd	22,118
19781/2011	Malta Beef Ltd	62,341
15688/2012	Nazzareno Zammit	17,500
7862/2013	SM Marketing Limited	198,000
8279/2013	Five EFFS Ltd	53,499
8915/2013	George Borg	62,857

Maisonette Shelik

8271/2008	Bank of Valletta plc	99,100
18748/2008	Bank of Valletta plc	25,000
8838/2009	Bank of Valletta plc	70,000
14399/2009	Bank of Valletta plc	186,500
6562/2010	Bank of Valletta plc	70,000
4583/2011	Bank of Valletta plc	50,000
4744/2011	Bank of Valletta plc	200,000
14450/2011	Bank of Valletta plc	50,000
14451/1011	Bank of Valletta plc	50,000
19018/2011	Alf Mizzi & Sons Ltd	22,118
19781/2011	Malta Beef Ltd	62,341
15688/2012	Nazzareno Zammit	17,500
7862/2013	SM Marketing Limited	198,000
8279/2013	Five EFFS Ltd	53,499
8915/2013	George Borg	62,857

Site Plans

Dok A – site plan tal-kumpless Waveline;

Dok B – site plan tal-maisonette Shelik;

Dok C – site plan tal-ħanut Tyson Butcher.

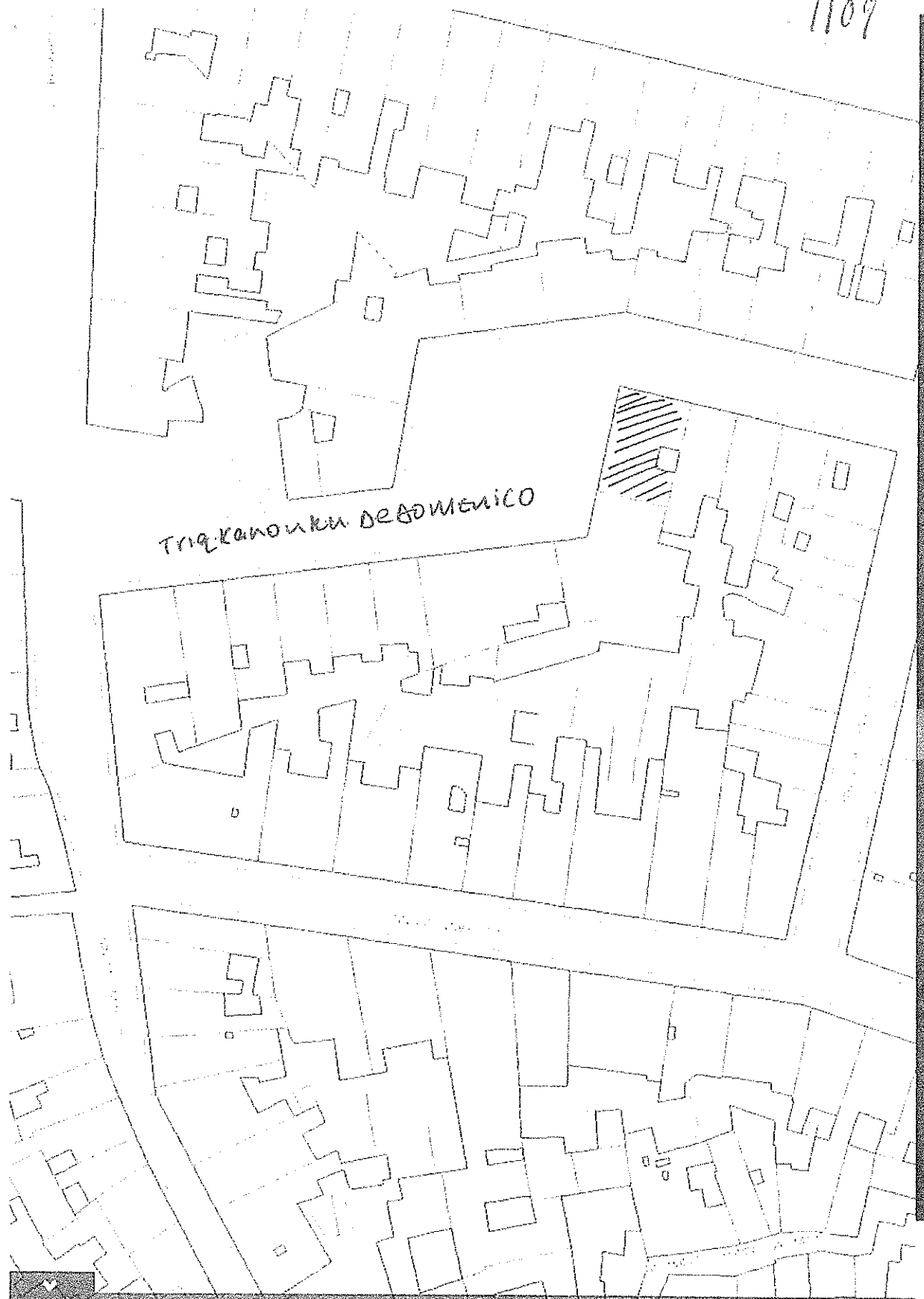
Ghaldaqstant il-Kuratur Rikorrent jitolb bil-qima illi in eżekuzzjoni tal-provvediment fuq imsemmi, din l-Onorabbli Qorti jogħoġobha tordna il-ħruġ ta' Mandat ta' Qbid ta' F'wejjeġ Immobbli fuq il-propjetajiet imsemmija, kif ukoll tagħti dawk l-ordnijiet u provvedimenti li jidrilha opportuni fosthom dawk kontemplati fl-artikolu 306 tal-Kap.12.

Richard Galea Debono Av  
31/6 Triq San Federiku, Valetta  
richard@gdadvocates.com

17 NOV 2020

Il-kum \_\_\_\_\_  
ippreżentata mill P.L. J.P. Busuttii  
b'isem dok/b 1106 (13)

Annalise Spiteri  
Deputat Registratur  
Qorti tal-Gustizzja (Malta)



C H I C A G O A R C H I T E C T U R E

257  
1110



**QORTI CIVILI PRIM`AWLA**

**ONOR. IMHALLEF  
JOSEPH ZAMMIT McKEON**

**Illum it-Tnejn 30 ta` Novembru 2020**

**Rik. Nru. 585/2013 JZM**

**Fil-Proceduri tal-Falliment  
ta` Jonathan Pace ;**

**u b`digriet tat-3 ta` April 2014  
Melanie Pace (ID 650082M)  
giet awtorizzata tintervjeni fil-  
procediment *in statu et  
terminis***

**u b`digriet tas-7 ta` Ottubru  
2014 gie nominat l-Avukat Dr.  
Christopher Chircop bhala  
Kuratur *ad litem* sabiex  
jirrapprezenta l-interessi tal-  
mejjet Jonathan Pace fil-  
procediment tal-lum**

**Il-Qorti :**

**Rat ir-rikors li pprezenta l-kuratur tal-falliment fis-17 ta`  
Novembru 2020.**

Tordna li qabel xejn jigi prezentati pjanti tal-proprjetajiet indikati fir-rikors liema pjanti jridu jkunu rilaxxjati mir-Registru tal-Artijiet.

Tordna wkoll li jsir il-hlas tad-dritt tar-Registru tal-Qorti skont il-ligi.

Tirriserva li tippovdi ulterjorment.



**Onor. Joseph Zammit McKeon**  
Imhalledf

Fil-Qorti Civili

(Sezzjoni tal-Kummerċ)

Wara d-digriet tal-Qorti tal-Hamis 28 ta' Novembru 2019

Rik. Nru. 585/2013 JZM Fil-Proceduri tal-Falliment ta' Jonathan Pace ;

u b'digriet tat-3 ta' April 2014 Melanie Pace (ID 650082M) giet awtorizzata tintervjeni filprocediment in statu et terminis u b'digriet tas-7 ta' Ottubru 2014 gie nominat l-Avukat Dr. Christopher Chircop bhala Kuratur ad litem sabiex jirrapprezenta l-interessi talmejjiet Jonathan Pace fil-procediment tal-lum

Nota tal-Kuratur tal-Falliment Richard Galea Debono in Segwitu għar-Rikors għall-Ħruġ ta' Mandat ta' Qbid fuq Ħwejjeg Immobbli

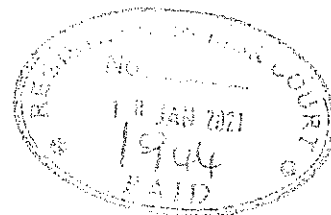
Jgħid bil-Qima:

Illi in ottemperanza mad-digriet tal-Onorabbli Qorti tat-30 ta' Novembru 2020 qed jeżibixxi, sabiex jiġu filzati fil-proċess tar-rikors għall-Ħruġ ta' Ħruġ ta' Mandat ta' Qbid fuq Ħwejjeg Immobbli, il-pjanti rilaxxjati mir-Reġistru tal-Artijiet

Ground floor maisonette bin-numru 4 jisimha "Shelik" parti mill-kumpless ta' bini gismo Eureka gewwa Triq it-Taghlim, Zejtun mixtrija b'kuntratt fl-atti tan-Nutar Joseph Smith La Rosa.

Pjanta A

Appartament numru 1 fil-pjan terren formanti parti minn kumpless ta' bini bl-isem Waveline Complex fi Triq il-Knisija, Xaghra, Zabbar mixtri b'kuntratt fl-atti ta-Nutar Reuben Debono fil-11 ta' Gunju 2009. U L-appartamenti enumerati 2,3 u 4 fil-Waveline Complex fuq gja msemmija mixtrija b' kuntratt fl-atti tan-Nutar Reuben Debono fil-21 ta' Marzu 2011.



Pjanta B

Hanut "Tyson Butcher" numru 15 pian terren Triq Canon Dedomenico, Zejtun minghajr l-arja tieghu, mixtri b' kuntratt fl-atti tan-Nutar Vanessa Buttigieg taz-17 ta' Settembru 2009.

Pjanta Ċ

Sabiex b'hekk l-Onorabbli Qorti tkun tista' tilqa' r-rikors u jogħoġobha tordna l-Ħruġ ta' Mandat ta' Qbid ta' Ħwejjeg Immobbli fuq il-propjetajiet imsemmija, kif ukoll tagħti dawk l-ordnijiet u

260  
1113

provedimenti opportuni, u partikolarment imma mhux esklusivament dawk imsemmija fl-artikolu 306 et seq. Tal-Kap.12 tal-Ligijiet ta' Malta sabiex ir-rikorrent ikun jista' b'hekk jillikwida l-assi tal-Falliment u jipprocedi għall-egħluq tiegħu.

Ma hemmx lok għall-notifika, billi l-esponent jirrapprezenta l-assi tal-Falliment kif ukoll il-massa tal-kredituri skond il-Ligi.

Richard Galea Debono LL.D  
31/6 Triq San Federiku, Valetta

Rose Marie Vella  
Deputat Registratur  
Deputy Registrar  
Qrati tal-Gustizzja (Malta)  
Law Courts (Malta)

P.L. J.P. Busuttil

Illeba (3)



261  
1120



**QORTI CIVILI PRIM`AWLA**

**ONOR. IMHALLEF  
JOSEPH ZAMMIT McKEON**

**Illum il-Gimgha 12 ta` Marzu 2021**

**Rik. Nru. 585/2013 JZM**

**Fil-Proceduri tal-Falliment  
ta` Jonathan Pace**

*u*

**b`digriet tat-3 ta` April 2014  
Melanie Pace (ID 650082M)  
giet awtorizzata tintervjeni fil-  
procediment *in statu et  
terminis***

*u*

**b`digriet tas-7 ta` Ottubru  
2014 gie nominat l-Avukat Dr.  
Christopher Chircop bhala  
Kuratur *ad litem* sabiex  
jirrapprezenta l-interessi tal-  
mejjet Jonathan Pace fil-  
procediment tal-lum**

**Il-Qorti :**

Rat ir-rikors li pprezenta l-kuratur tal-falliment fis-17 ta' Novembru 2020.

Rat id-dokumenti li kienu prezentati mar-rikors.

Rat id-digriet taghha tat-30 ta' Novembru 2020.

Rat in-nota li pprezenta l-kuratur tal-falliment fit-18 ta' Jannar 2021.

Rat id-dokumenti li kienu prezentati man-nota.

Tilqa` t-talba kif dedotta fir-rikors tal-kuratur tal-falliment tas-17 ta' Novembru 2020, bir-riserva li taghti provvedimenti ulterjuri fil-kaz ta' htiega.

Spejjez rizervati.



**Onor. Joseph Zammit McKeon**  
**Imhalled**



## SUBBASTA NRU. 13/2021

54

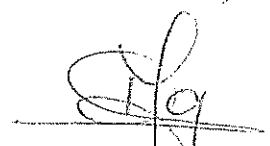
B'Digriet mogħti fil-Prim Awla tal-Qorti Civili fil-ħamsa u għoxrin (25) ta' Marzu elfejn u wieħed u għoxrin (2021), fuq rikors tal-Avukat Dott Richard Galea Debono bħala kuratur tal-falliment ta' Jonathan Pace, ġie ordnat il-bejgh bl-irkant;

1. Il-groundfloor maisonette bin-numru erbgħa (4), bl-isem "Shelik" formanti parti minn kumpless li jġib l-isem "Eureka" mingħajr l-arja tiegħu u liema kumpless jinsab fi Triq it-Tagħlim, Żejtun, formanti parti minn art jisimha s-Salib jew Mastru Gidelu jew Mastru Galutin, liberu u frank kif soġġett għas-servitujiet li jirriżultaw mill-pożizzjoni tiegħu, kif aħjar deskritti fl-istess kuntratt u taħt il-kundizzjonijiet hemm imsemmija. L-imsemmija propjeta kienet ġie akkwistata min Jonathan Pace permezz ta' kuntratt fl-atti tan-Nutar Joseph Smith La Rosa tal-erbatax ta' Mejju elfen u tmienja (14/05/2008).
2. L-appartament internament markat bin-numru wieħed (1) li jinsab fl-ewwel u sotto għal appartament numru tnejn (2) li jinsab fit-tieni sular liema appartament huwa wkoll propjeta' ta' Jonathan Pace, u ser jissemma infra; formanti parti minn kumpless ta' bini bl-isem "Waveline" ġewwa Triq il-Knisja Xagħjra, ġewwa Ħaż-Żabbar, bla ċens bid-drittijiet u pertinenzi tiegħu. L-imsemmi appartament ġie akkwistat minn Jonathan u Melanie Pace permezz ta' kuntratt fl-atti tan-Nutar Reuben Debono tal-ħdax ta' Ġunju elfejn u disgħa (11/06/2009).
3. Il-ħanut bl-isem Tyson Butcher bin-numru uffiċjali hmistax (15), fil-livell tat-triq fi Triq il-Kanonku De Domenico, Żejtun, sottopost għall-propjeta ta' terzi eskluża l-arja tiegħu kif suġġett għall-piżijiet minħabba l-pożizzjoni tiegħu, bid-drittijiet u pertinenzi tiegħu liberu u frank u suġġett għall-kundizzjonijiet kollha fl-imsemmi kuntratt. Din il-propjeta ġiet akkwistata min Jonathan Pace permezz ta' kuntratt fl-atti tan-Nutar Vanessa Buttigieg tas-sbatax ta' Settembru elfejn u disgħa (17/09/2009).
4. L-appartament internament immarkat bin-numru tnejn (2) li jinsab fit-tieni sular u sovrappost għall-appartament immarkat numru wieħed (1) li jinsab fl-ewwel sular liema appartament diġa kien propjeta ta' Jonathan Pace, l-appartament internament immarkat bin-numru tlieta (3) li jinsab fit-tielet sular, il-penthouse internament immarkat bin-numru erbgħa (4) li tinsab fir-raba' sular bl-arja libera tagħha usque ad coelum, ilkoll formanti parti minn kumpless ta' bini bl-isem Waveline ġewwa Triq il-Knisja Xagħjra ġewwa Ħaż-Żabbar, bla ċens bid-drittijiet u pertinenzi tagħhom. Dawn il-propjetajiet ġew akkwistati min Jonathan u Melanie Pace fl-atti tan-Nutar Reuben Debono tal-wieħed u għoxrin ta' Marzu elfejn u ħdax (21/03/2011).

AA

Dawn il-propjetajiet jappartjenu lil mejjet Jonathan Pace, bin John u Maria Dolores  
nee' Azzopardi, imwieled Pieta', detentur tal-karta tal-identita numru 277083(M) u l-  
armila Melanie Pace bint Emanuel Bondin u Rita nee' Montebello, imwiela Pieta' u  
residenti Kirkop, detentrici tal-karta tal-identita numru 650082(M).

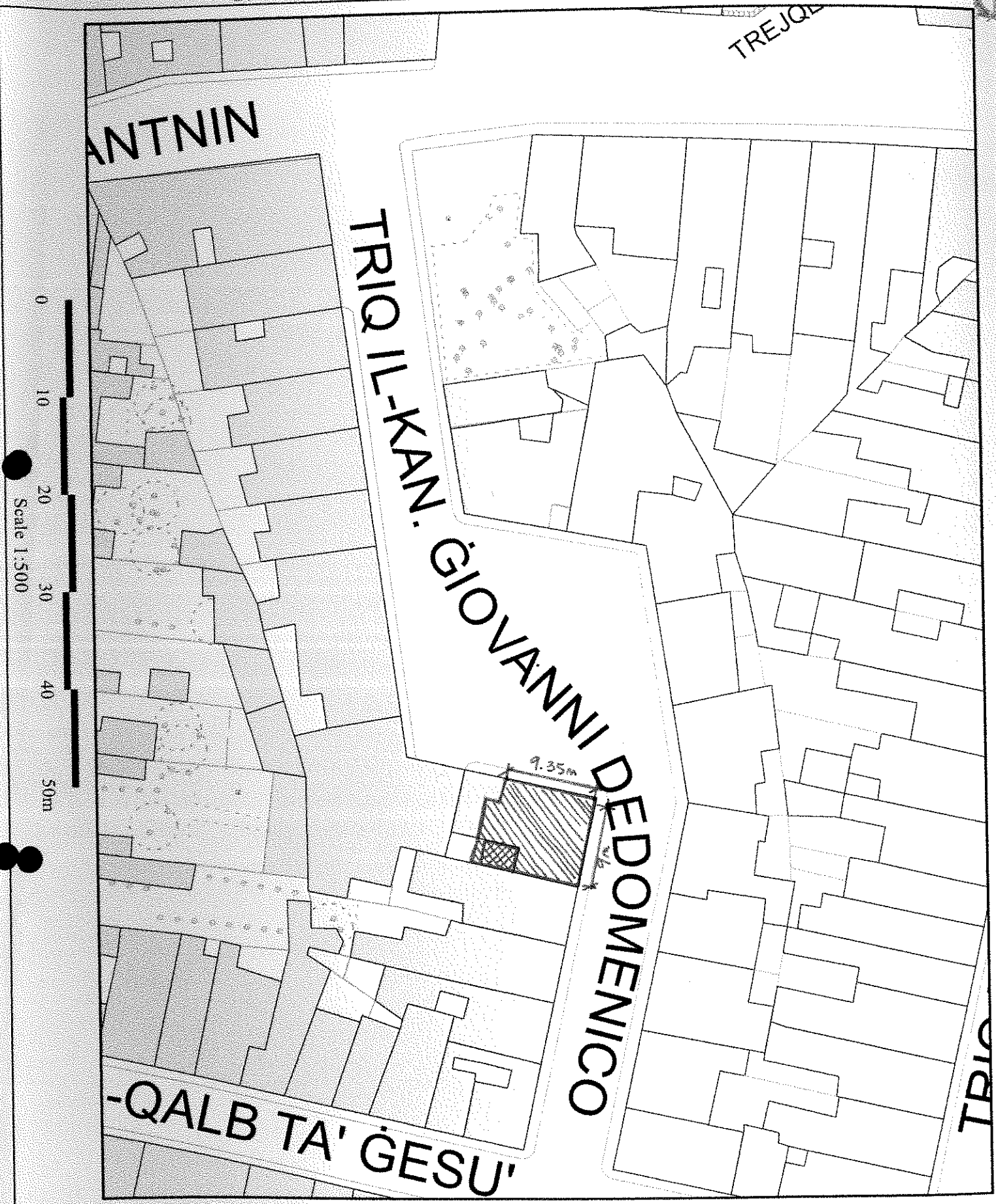
- 9 APR 2021



Marvic Farrugia  
Deputat Registratur





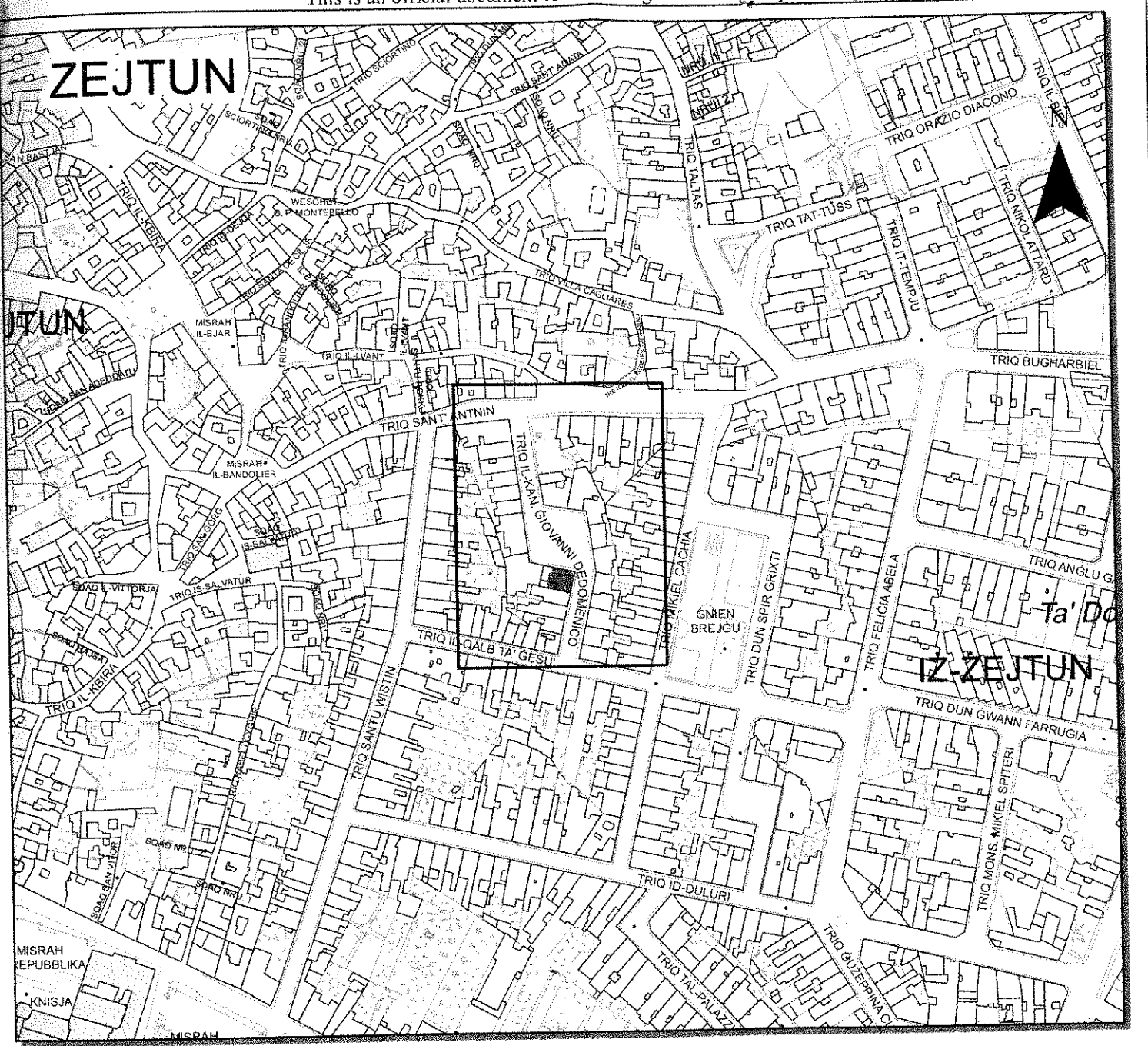


Scale 1:500

OWNERSHIP @ GROUND FLOOR

OWNERSHIP @ GROUND FLOOR + PAVED FACIY

0 10 20 30 40 50m



Pjanta tas-Sit 1:2500 Site Plan

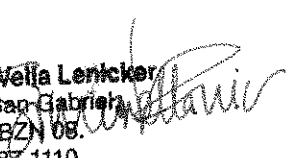
**Aġenzija għar-Registrazzjoni tal-Artijiet**



**Land Registration Agency**

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

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

Nru tal-Mappa: Map Number:	<b>228483 E</b>	Požizzjoni Ċentrali: Centre Coordinates:	<b>x = 58155</b> <b>y = 68400</b>	Parti min S.S.: Extracted from S.S.:	<b>5868</b>	Data: Date:	<b>06/09/2021</b>
Perit: Architect:	<b>SIMONE VELLA LENICKER</b>			Qies (metri kwadri): Area (square metres):	<b>≈ 108.0m<sup>2</sup></b>		
Timbru tal-Perit: Architect's Stamp:	<p><b>Perit Simone Vella Lenicker</b> 22/6, Triq San Gabriel, Balzan BZ108. Tel: 9987 1110</p> 			Firma ta' l-Applikant: Applicant's Signature:			

LR 226068

Dritt imhallas  
Fee Paid



PHYSICAL ATTRIBUTES OF IMMOVABLE PROPERTY

Locality	ZEJTUN
Address	15, "TYSON BUTCHER" TRIQ IL-KANONIKU GIOVANNI DE DOMENICO
Total Footprint of Area Transferred*	

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

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

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

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

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

Date:	06/09/2021	Perit's Signature:	
Warrant Number:	3918	Rubber Stamp:	<b>Perit Simone Vella Lenicker</b> 22/6, Triq San Gabriel, Balzan BZN 08. Tel: 9987 1110



**Fil-Prim Awla tal-Qorti Ċivili**

Fl-atti tas-subbasta numru 13/21

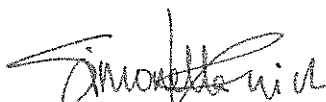
Falliment ta' Jonathan Pace

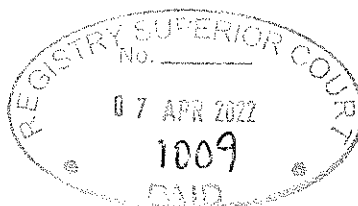
**Nota tal-Perit Simone Vella Lenicker [ID400775M]**

Issir riferenza għar-rapport tas-sottoskritta tas-6 ta' Settembru 2021 (Rif C00869.00-G01) rigwardanti l-fond bl-indirizz 4, "Shelik", Misraħ Karmenu Grima (preċedentement Triq it-Tagħlim), Żejtun, Malta.

Permezz ta' din in-nota, is-sottoskritta tagħmel riferenza għall-punt irrilevat minnha f'sezzjoni 8 tar-rapport, u cioè illi "Il-fond jikkonsisti f'maisonette fil-livell terran (ground floor) ta' blokka appartamenti li ġġib l-isem "Eureka", mingħajr l-arja u s-sottosuol tiegħu, u "formanti parti minn art jisimha s-Salib jew Mastru Gidelu jew Mastru Galutin konfinanti mal-punent mal-area stradali tramuntana ma' plot numru erbgħa (4) u l-variant ma plot numru wiehed (1)" kif deskritt fil-kuntratt ta' xiri tal-proprjetà (vide Anness 5). Is-sottoskritta tinnota li l-fond jikkonfina mal-parti stradali min-naħa tal-Lvant, u għalhekk hu rrakkomandat li l-irjieħ u l-konfini jġu vverifikati għall-fini ta' trasferiment futur tal-fond."

Għaldaqstant, is-sottoskritta tirrileva li d-deskrizzjoni tal-fond għandu jaqra kif gej:  
Il-ground floor maisonette bin-numru erbgħa (4) bl-isem "Shelik" konfinanti mill-lvant mal-parti stradali (Misraħ Karmenu Grima, preċedentement magħrufa bħala Triq it-Tagħlim), formanti parti minn kumpless li jġib l-isem "Eureka", ..." eċċ.

  
**Perit Simone Vella Lenicker**  
ID: 400775M  
Warrant: 398




01 April 2022

ILLUM. 11. 04. 22  
DÉHER IL-PERIT LEGALI/TEKNIKU, Simone Vella Lenicker  
.....LI HALEF LI QEDA FEDELMENT  
U ONESTAMENT L-INKARIGU MOGHTI LILU

  
DEPUTAT REGISTRATUR

Annalise Spiteri  
Deputat Registratur  
Qorti tal-Ġustizzja (Malta)  
Law Courts (Malta)

07 APR 2022  
Illum .....  
Ippreżentata mill- Atc S. Vella Lenicker  
B'leja dok ..... dokumenti  
  
Annalise Spiteri  
Deputat Registratur  
Qorti tal-Ġustizzja (Malta)

**Fil-Prim Awla tal-Qorti Ċivili**

Fi-atti tas-subbasta numru 13/21

Falliment ta' Jonathan Pace

**Nota tal-Perit Simone Vella Lenicker [ID400775M]**

Issir riferenza għar-rapport tas-sottoskritta tad-9 ta' Settembru 2021 (Rif C00869.00-G02) rigwardanti l-fond bl-indirizz Appartamento 1-4, "Waveline", Triq il-Knisja, Xgħajra, Żabbar, Malta.

Permezz ta' din in-nota, is-sottoskritta qegħda tikkoreġi żball fil-valur kumplessiv tal-fond. Għaldaqstant, l-aħħar paragrafu fuq paġna 4 tar-rapport għandu jaqra kif ġej:

*Fuq il-bażi ta' dawn il-fatti u kunsiderazzjonijiet, kif ukoll tenut kont tas-sitwazzjoni kurrenti tas-suq tal-proprjeta', l-istima tal-valur tal-fond imsemmi huwa ta' €650,000 (sitt mija u hamsin elf Ewro), mqassam kif ġej:*

- **Appartament numru 1:** €170,000
- **Appartament numru 2:** €170,000
- **Appartament numru 3:** €170,000
- **Appartament numru 4:** €140,000

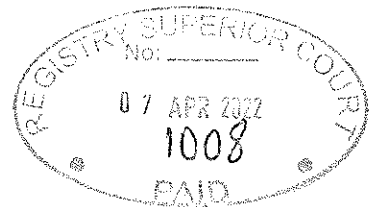


**Perit Simone Vella Lenicker**

ID: 400775M

Warrant: 398

01 April 2022



ILLUM. 11.04.22

DEHER IL-PERIT LEGALI/TEKNIKU *Simone Vella Lenicker*

U ONESTAMENT L-INKARIGU MOGHTI LILU

Gastana Aquilina  
Deputat Registratur  
Deputy REGISTRATUR  
Qrati tal-Gustizzja  
Law Courts (Malta)

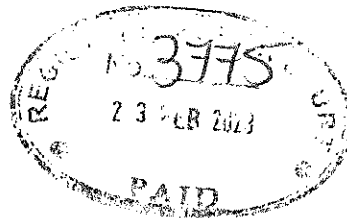
07 APR 2022

Iljum.....

Ippreżentata mill-.....

B/bla dok ..... dokumenti

*Annalise Spiteri*  
Deputat Registratur  
Qrati tal-Gustizzja (Malta)



## Fil-Prim Awla tal-Qorti Ċivili

Fil-atti tas-subbasta numru 13/21

Falliment ta' Jonathan Pace

### Nota tal-Perit Simone Vella Lenicker [ID400775M]

Issir riferenza għar-rikors tal-*Bank of Valletta plc (C2833)* tas-26 ta' April, 2022, u għad-digriet ta' din l-Onorabbli Qorti tat-28 ta' April 2022, li ġew t-tnejn ikkomunikati lis-sottoskritta fis-7 ta' Ottubru 2022 permezz ta' *email* mingħand Rose Cortis, Litigation Executive fi hdan il-parti rikorrenti.

Illi f'tali rikors, ir-rikorrenti irrilevaw diversi hekk imsejha 'mankanzi' fir-rigward tar-rapporti sottomessi mis-sottoskritta u n-noti sussegwenti relatati. Permezz ta' din in-nota, is-sottoskritta qiegħda tipprezenta il-kummenti tagħha bħala risposta għall-punti mqajma mir-rikorrenti, u li għandhom jitqiesu bħala parti integrali tar-relazzjoni tagħha:

#### A. Il-Maisonette numru 4, "Shelik", Triq it-Tagħlim, Żejtun

##### *i) Ir-rapport ma jinkludix la pjanta u lanqas disinn tal-kmamar u l-qisien tagħhom*

Issir riferenza għan-notifika tal-ħatra maħruġa minn din l-Onorabbli Qorti fejn din talbet lis-sottoskritta '*sabiex tfisser il-pizijiet, kirjiet u jeddjet ohra, sew reali kemm personali, jekk ikun hemm, li għalihom dan il-fond jew fondi ikun suggett kif ukoll l-ahhar trasferiment tiegħu, skond l-informazzjoni li jkun ha mill-kreditur jew mid-debitur.*'

Issir riferenza wkoll għall-ordni tas-S.T.O. Prim Imħallef Mark Chetcuti LLD tal-25 ta' Marzu 2021 fejn l-inkarigu mogħti lis-sottoskritta hu deskritt li jikkonsisti f'li ssir "*stima tal-proprjeta' immobbli, liema stima għandha tinkludi r-ritratti tal-fond jew sit inkwistjoni, pjanta tar-Registru tal-Artijiet, l-iskema tal-MEPA u r-raġunijiet tal-valutazzjoni*".

Għaldaqstant is-sottoskritta umilment tirrileva li ma gietx mitluba speċifikament sabiex thejji pjanta jew disinn tal-kmamar u l-qisien tagħhom.

Madankollu, s-sottoskritta tagħmel riferenza għar-rapport tagħha rigwardanti l-fond in kwistjoni, u speċifikament għal dan li ġej:

- L-Anness 4, li jikkonsisti fil-pjanti approvati mill-Awtorita' ta' l-Ippjanar fil-permess PA/02018/06, u li jinkludi l-pjanti rilevanti għall-proprjeta' in kwistjoni kif prospettat fiż-żmien ta' l-applikazzjoni;
- Is-Sezzjoni 17 tar-rapport fejn is-sottoskritta rrilevat li "*il-fond kif inhu mibni huwa konformi b'mod generali ma' tali permess, hlief għas-sussegwenti punti ...*" u tirrileva li l-punti msemmija huma ta' natura li ma jbidlux b'mod sinifikanti l-pjanti approvati.



Għaldaqstant, għar-ragunijiet msemmija, is-sottoskritta tinnota li fl-opinjoni umli tagħha dan il-punt imsemmi mir-rikorrenti ma jirriżultax f'xi "mankanza" min-naħa tas-sottoskritta. Madankollu, jekk din l-Onorabbli Qorti hi tal-fehma li għandhom jiġu mhejjija pjanti li juru b'mod iddettaljat il-qisien u d-dispożizzjoni tal-fond in kwistjoni kif mibni, is-sottoskritta titlob umilment li din l-Onorabbli Qorti tappunta 'land surveyor' sabiex iħejji tali pjanti.

**ii) Ir-rapport ma jsemmiex konformita' mar-regolamenti sanitarji**

Issir riferenza għal Sezzjoni 17 tar-rapport imhejji mis-sottoskritta rigwardanti l-fond in kwistjoni, u speċifikament għall-ewwel punt rilevati rigwardanti d-devjazzjonijiet mill-permess tal-bini u cioè li "*Il-kmamar tas-sodda fuq in-naħa ta' wara tal-proprjeta' għandhom suffett installat li jnaqqas l-għoli intern tal-kmamar għal 2.65m, li huwa inqas mill-minimu ta' 2.75m applikabbli meta nħareġ il-permess tal-bini, iżda huwa iktar mill-kejl minimu ta' 2.6m applikabbli fid-data tal-valutazzjoni – għaldaqstant qiegħed jitqies li dan ma jrendix il-proprjeta' illegali jew irregolari, ukoll minħabba l-fatt li s-suffett jista' faċilment jinqala' jekk ikun hemm bżonn – huwa rakkomandat li jekk is-suffett ser jinżamm dan jiġi ssanzjonat.*"

Is-sottoskritta tinnota li l-proċess tal-permess ta' l-ippjanar jinkludi konsultazzjoni mal-Awtorita' responsabbli mir-regolamenti sanitarji, u li permess ta' l-ippjanar ma jinħariġx diment li ma jkunx hemm approvazzjoni minn tali Awtorita'. Għaldaqstant, il-pjanti approvati għandhom jitqiesu bħala li huma approvati wkoll fir-rigward tar-regolamenti sanitarji, u li għaldaqstant il-punt rilevati rigward l-għoli intern tal-kmamar tas-sodda għandu jitqies bħala osservazzjoni tas-sottoskritta fir-rigward tar-regolamenti sanitarji.

Issir ukoll riferenza għar-raba' punt rilevati fis-Sezzjoni 17 tar-rapport u cioè li "*Parti mill-fond li jinsab fl-ewwel livell tal-blokka jisporgi għal-fuq il-bitha ta' wara tal-fond in disamina, u din il-parti ġiet magħluqa sabiex tinħoloq kamra żgħira fil-bitha – tali kamra hija meqjusa sanzjonabbli jew li tista' faċilment titneħħa.*" Is-sottoskritta tinnota li tali osservazzjoni saret minħabba li tali struttura ma kienetx indikata fil-permess tal-ippjanar, u għaldaqstant ma ġietx approvata mill-Awtorita' responsabbli mir-regolamenti sanitarji u wkoll peress li tali struttura mhix konformi mar-regolamenti sanitarji applikabbli fid-data tal-permess. Madankollu, is-sottoskritta tinnota li hi indikat li fl-opinjoni tagħha tali struttura tista' titqies sanzjonabbli minħabba li r-regolamenti sanitarji ġodda mahruġa permezz ta' l-Avviz Legali 227 tal-2016 jippermettu li jsiru tali strutturi, dejjem, madankollu, bl-approvazzjoni espliċita tal-Awtorita' kkonċernata, liema approvazzjoni ma kienetx ottjenuta sad-data tal-valutazzjoni.

Għal kull bon fini s-sottoskritta tinnota li ma ġew osservati ebda nuqqasijiet oħra fir-rigward tar-regolamenti sanitarji.



**B. Il-Hanut bl-isem "Tyson Butcher" bin-numru 15, Triq il-Kanonku De Domenico, Zejtun**

**i) *Ir-rapport ma jinkludix la pjanta u lanqas disinn tal-kmamar u l-qisien tagħhom***

Issir riferenza għan-notifika tal-ħatra maħruġa minn din l-Onorabbli Qorti fejn din talbet lis-sottoskritta '*sabiex tfisser il-pizijiet, kirjiet u jeddjet ohra, sew reali kemm personali, jekk ikun hemm, li għalihom dan il-fond jew fondi ikun suggett kif ukoll l-aħhar trasferiment tiegħu, skond l-informazzjoni li jkun ha mill-kreditur jew mid-debitur.*'

Issir riferenza wkoll għall-ordni tas-S.T.O. Prim Imħallef Mark Chetcuti LLD tal-25 ta' Marzu 2021 fejn l-inkarigu mogħti lis-sottoskritta hu deskritt li jikkonsisti f'li ssir "*stima tal-proprjeta' immobbli, liema stima għandha tinkludi r-ritratti tal-fond jew sit inkwistjoni, pjanta tar-Registru tal-Artijiet, l-iskema tal-MEPA u r-ragunijiet tal-valutazzjoni*".

Għaldaqstant is-sottoskritta umilment tirrileva li ma gietx mitluba speċifikament sabiex tfejji pjanta jew disinn tal-kmamar u l-qisien tagħhom.

Madankollu, s-sottoskritta tagħmel riferenza għar-rapport tagħha rigwardanti l-fond in kwistjoni, u speċifikament għal dan li ġej:

- Is-Sezzjoni 14 tar-rapport fejn is-sottoskritta rrilevat li "*Skond il-pjanta tar-Registru ta' l-Artijiet pprovduta lis-sottoskritta, l-fond għandu kejl superfiċjali ta' madwar 84 metri kwadri, iżda l-pjanta annessa mal-kuntratt ta' xiri kif ukoll qisien li ħadet is-sottoskritta b'mod approssimattiv jindikaw li l-fond għandu kejl superfiċjali ta' madwar 108 metri kwadri. Għall-finijiet ta' dan ir-rapport, ġie kkunsidrat dan il-kejl, u mhux dak indikat fil-pjanta tar-Registru ta' l-Artijiet, u huwa rrakkomandat li jsir survey preċiż tal-fond sabiex jiġi stabbilit b'mod ċar id-daqs tal-proprjeta'.*"
- L-Anness 5, li jikkonsisti fil-kuntratt tal-akkwist tal-fond, u li jinkludi l-pjanta surreferita.
- L-Anness 6, li jikkonsisti fl-inkartament ipprovdut lis-sottoskritta u li jinkludi l-pjanta tar-Registru ta' l-Artijiet surreferita (immarkata bħala Dokument 'C').

Għaldaqstant, għar-ragunijiet msemmija, is-sottoskritta tinnota li fl-opinjoni umli tagħha dan il-punt imsemmi mir-rikorrenti ma jirriżultax f'xi "mankanza" min-naħa tas-sottoskritta. Madankollu, terga' ttenni r-rakkomandazzjoni tagħha li "*jsir survey preċiż tal-fond sabiex jiġi stabbilit b'mod ċar id-daqs tal-proprjeta'*" sabiex tigi ċċarata d-diskrepanza fl-informazzjoni pprovduta. Għaldaqstant jekk din l-Onorabbli Qorti hi tal-fehma li għandu jsir tali survey, is-sottoskritta titlob umilment li din l-Onorabbli Qorti tappunta '*land surveyor*' sabiex iħejji l-pjanti necessarji.

**ii) *Ir-rapport ma jinkludix l-għoli tal-bini***

Issir riferenza għal Sezzjoni 8 tar-rapport tas-sottoskritta rigwardanti l-fond in kwistjoni u speċifikament għall-ewwel punt li jiddeskrivi l-proprjeta' kif

gej: "Il-fond jikkonsisti f'hanut fil-livell terran (ground floor), sottostanti maisonette fl-ewwel sular proprjeta' terzi, u minghajr l-arja tiegħu. Il-fond jinsab f'kantuniera fuq Triq il-Kanonku Giovanni De Domenico, u għandu żewġ faċċati fuq din it-triq (vide Anness 1). Il-fond jinkludi bitħa." Huwa evidenti, għaldaqstant, li l-fond jikkonsisti f'sular wieħed, b'sular iehor sovrastanti proprjeta' ta' terzi.

Issir riferenza wkoll għar-ritratti inluzi fl-Anness 2, li juru b'mod ċar l-għoli tal-binja kif ukoll jindikaw il-fond innifsu fil-livell tat-triq, liema ritratti għandhom jitqiesu bħala parti integrali mill-osservazzjonijiet tas-sottoskrittta.

**iii) Ir-rapport ma jsemmiex konformita' mar-regolamenti sanitarji**

Issir riferenza għal Sezzjoni 17 tar-rapport imhejji mis-sottoskrittta rigwardanti l-fond in kwistjoni, u speċifikament għall-punt rilevati li "Kopja tal-pjanti approvati fil-permess PA/03773/04 ma nstabux, u lanqas ma ġew ipprovdut (sic) lis-sottoskrittta. Għall-fini ta' din il-valutazzjoni, ġie meqjus li l-użu tal-bini bħala hanut tal-laħam huwa permissibli, u li l-alterazzjonijiet li saru fil-fond jikkorrispondu mal-pjanti approvati."

Is-sottoskrittta tinnota li l-proċess tal-permess ta' l-ippjanar jinkludi konsultazzjoni mal-Awtorita' responsabbli mir-regolamenti sanitarji, u li permess ta' l-ippjanar ma jinħariġx diment li ma jkunx hemm approvazzjoni minn tali Awtorita'. Għaldaqstant, peress li f'dan il-każ il-pjanti approvati ma nstabux, is-sottoskrittta ma setgħetx tagħmel l-osservazzjonijiet tagħha fir-rigward tal-konformita' tal-fond ma' tali pjanti.

Madankollu, u għal kull bon fini, is-sottoskrittta tirrileva li ma ġew innunati ebda nuqqasijiet fir-rigward tar-regolamenti sanitarji viġenti fid-data tal-aċċess, u għaldaqstant ir-rapport ma jsemmi xejn f'dan ir-rigward.

**C. Appartament numru 1, 2, 3 u 4, "Waveline Court", Triq il-Knisja, Xaghjra, Zabbar**

**i) Ir-rapport ma jindikax li l-appartamenti 1, 2, 3 u 4 għandhom jigu mibjugħa bħala blokka jew separatament**

Bir-rispett, is-sottoskrittta tirrileva li l-mod li bih ser jinbiegħu l-appartamenti ma jaqax fil-kompitu tagħha.

Madankollu, is-sottoskrittta tirrileva li peress li d-digriet maħrug minn din l-Onorabbli Qorti jelenka l-appartamenti individwalment, il-valuri msemmija fir-rapport huma għal kull appartament kieku dan kellu jinbiegħ separatament, bl-użu biss tal-partijiet komuni.

Għal kull bon fini, s-sottoskrittta tirrileva li fid-data ta' l-aċċess il-blokka ma kienitx fi stat komplut u għaldaqstant min ser jixtri jrid ikompli x-xogħolijiet pendenti fil-partijiet komuni. Għaldaqstant, hi waslet għall-valuri rappurtati hekk:

	Valur A	Valur B	Valur C
Ground floor	€181,800	€169,300	€170,000
First floor	€180,800	€168,300	€170,000
Second floor	€180,800	€168,300	€170,000
Third floor	€149,600	€137,100	€140,000
<b>TOTAL</b>	<b>€693,000</b>	<b>€643,000</b>	<b>€650,000</b>

fejn:

- **Valur A** huwa l-valur tal-appartament fl-istat kif kien fid-data tal-aċċess, kieku dan kellu jinbiegħ waħdu inkluż sehem indiviż tal-partijiet komuni;
- **Valur B** huwa l-valur tal-appartament fl-istat kif kien fid-data tal-aċċess aġġustat sabiex jeskludi l-valur tas-sehem indiviż tal-partijiet komuni;
- **Valur C** huwa l-valur tal-appartament fl-istat kif kien fid-data tal-aċċess u bl-użu biss tal-partijiet komuni 'rounded to the nearest €5,000'.

Għal kull bon fini, s-sottoskrittta għaldaqsant tirrileva li:

- (a) Jekk il-fond ser jinbiegħ b'mod intier, inkluż il-partijiet komuni, lil akwiredent waħdani, il-valur stmat skond is-suq fid-data tal-valutazzjoni huwa ta' €695,000;
- (b) Jekk l-appartamenti ser jinbiegħu b'mod separat, bl-użu biss tal-partijiet komuni, il-valur ta' kull appartament kif stmat skond is-suq fid-data tal-valutazzjoni huwa kif indikat fil-kolonna "Valur C" hawn supra.

**ii) Jekk kif jidher li huwa gust dawn għandhom jinbiegħu separatament jibda biex jinghad li l-Perit Gudizzjarju trid taghti l-valur proprju ta' kull appartament skont il-pozizzjoni tiegħu u mhux sempliciment taqşam il-valur tal-Blokka kollha ugwalment f'erba', għaliex kif inhu ben risaput, mhux kull appartament fl-istess blokka ta' appartamenti jkollu l-istess valur**

Bir-rispett, is-sottoskrittta tirrileva li l-valuri tal-appartamenti hekk kif stmati fir-rapport ma ġewx stipulati billi s-sottoskrittta "sempliciment taqşam il-valur tal-Blokka kollha ugwalment f'erba'", iżda huma l-valuri individwali ta' kull appartament kif spjegat hawn supra.

**iii) Ir-rapport ma jindikax li flat numru wiehed (1) huwa ta' proprjeta' ta' Jonathan Pace wahdu vis-à-vis l-fatt li l-appartamenti l-oħra sovrastanti huma proprjeta' tal-konjugi Jonathan u Melanie Pace**

Issir riferenza għal Sezzjoni 3 tar-rapport tas-sottoskrittta rigwardanti l-appartamenti msemmija, fejn gie speċifikat li "Skond l-informazzjoni ipprovduta (ara l-kuntratt fl-Anness 5), l-aħħar trasferiment tal-appartament numru wiehed (1) sar fil-11 ta' Ġunju 2009 fl-atti tan-Nutar Dottor Reuben Debono, fejn il-kumpratur huwa indikat bħala Jonathan Pace (ID 277083M). Skond l-informazzjoni ipprovduta (ara l-kuntratt fl-Anness 5), l-aħħar trasferiment tal-appartamenti numru tnejn, tlieta u erbgħa (2, 3 u 4) sar fil-21 ta' Marzu 2011 fl-atti tan-Nutar Dottor Reuben Debono, fejn il-kumpraturi huma indikati bħala Jonathan Pace (ID 277083M) u martu Melanie Pace (ID 650082M)."



Issir riferenza wkoll għal Sezzjoni 14 tar-rapport tas-sottoskritta rigwardanti l-appartamenti msemmija, fejn gie speċifikat li *"Il-fond jappartjeni lil Jonathan Pace, illum mejjet, in kwantu għall-appartament numru wiehed (1), u lil Jonathan Pace u martu Melanie Pace in kwantu għall-appartamenti tnejn, tlieta u erbgħa (2, 3 u 4)."*

Għaldaqstant is-sottoskritta tirrileva li, fl-opinjoni umli tagħha, tali punt imqajjem mir-rikorrenti huwa ndirizzat fir-rapport.

**iv) Ir-rapport ma jindikax jekk il-flat numri wieher (1) igawdix il-partijiet komuni b'titolu ta' uzu jew jekk ghandux sehem indiviz tal-istess partijiet komuni**

Issir riferenza għal Sezzjoni 14 tar-rapport rilevanti tas-sottoskritta, fejn hu indikat li *"L-appartament numru wiehed (1) kien nbiegħ bil-kundizzjoni li jgawdi u li huwa soġġett għal dawk is-servitujiet inerenti mill-pożizzjoni relattiva fil-blokka u li jinkludu fost oħrajn "il-passagg ta' pajpijiet tal-ilma, drenagg", kif ukoll is-servizzi li huma komuni mal-appartamenti l-oħrajn fil-blokka. Inkluz fil-bejgħ kien hemm ukoll "d-dritt ta' uzu gratwit, mhux interrot, u in perpetwu trasferibbli li terzi 'ad infinitum' tal-partijiet kollha intizi għall-uzu komuni, u liema dritt ta' uzu jitgawda in komun ma' l-appartamenti u l-fondi l-oħra fil-blokk, bid-dritt ta' access għal fuq il-bejt limitat biss għal installazzjoni u manutenzjoni ta' tank tal-ilma ta' mhuz aktar minn hemess mitt litru (500lt) fuq l-ghola bejt tal-blokk u għall-installazzjoni u manutenzjoni ta' satellite dish komuni".*

Għal kull bon fini, is-sottoskritta tirrileva li din id-deskrizzjoni hi skond il-kuntratt ta' akkwist anness mar-rapport tagħha, liema Anness numru 5 jiffirma parti integrali mir-rapport. Għal kull bon fini, s-sottoskritta tirrileva wkoll li din id-deskrizzjoni tirrigwardja l-appartament fl-istat li kien fid-data ta' l-aċċess, u li, kif indikat fis-Sezzjoni 14 tar-rapport tas-sottoskritta *"jekk l-appartamenti ser jinbigħu lil sidien differenti, is-servitujiet u piżijiet hawn fuq deskritti jridu jiġu emendati skond il-każ"*, u dan għandu jsir fil-kuntratt tal-akkwist rilevanti wara li jkunu saru r-riċerki neċessarji min-nutar.

**v) Ir-rapport jindika li flats numru tnejn (2), tlieta (3) u erbgħa (4) huma ta' proprjeta' ta' Jonathan u Melanie mizzewgin Pace pero' ma jindikax bic-car jekk kull wiehed mil-appartamenti ghandhom xi drittijiet fuq l-arja tal-Blokk sia ta' uzu jew ta' sehem indiviz fil-proprjeta'**

Is-sottoskritta tinnota li d-drittijiet u servitujiet rigwardanti l-appartamenti għandhom jitqiesu li huma skond kif indikat fil-kuntratt tal-akkwist rilevanti anness mar-rapport.

**vi) Ir-rapport ma jindikax illi l-penthouse tinkludi 'airspace' u li jekk tinkludi dan l-'airspace', l-istess 'airspace' huwiex soġġett għal xi servitu' favur l-appartamenti sottostanti l-istess penthouse**

Għal kull bon fini, is-sottoskritta tikkonferma li l-penthouse hi kkunsidrata li tinkludi l-arja sovrastanti. Is-sottoskritta tinnota li d-drittijiet u servitujiet rigwardanti tali arja huma skond kif deskritti fil-kuntratti tal-akkwist annessi mar-rapport (Anness 5).



**vii) Il-kejl tal-proprjeta' irid ikun b'qisien attwali u mhux b'qisien superficjali jew approssimattivi.**

Issir riferenza għan-nota tas-sottoskritta fir-rigward tal-punt (viii) hawn taħt.

**viii) Ir-rapport ma jinkludix la pjanta u lanqas disinn tal-kmamar u l-qisien tagħhom.**

Issir riferenza għan-notifika tal-ħatra maħruġa minn din l-Onorabbli Qorti fejn din talbet lis-sottoskritta *'sabiex tfisser il-pizijiet, kirjiet u jeddjet ohra, sew reali kemm personali, jekk ikun hemm, li għalihom dan il-fond jew fondi ikun suggett kif ukoll l-aħhar trasferiment tiegħu, skond l-informazzjoni li jkun ha mill-kreditur jew mid-debitur.'*

Issir riferenza wkoll għall-ordni tas-S.T.O. Prim Imħallef Mark Chetcuti LLD tal-25 ta' Marzu 2021 fejn l-inkarigu mogħti lis-sottoskritta hu deskritt li jikkonsisti f'li ssir *"stima tal-proprjeta' immobbli, liema stima għandha tinkludi r-ritratti tal-fond jew sit inkwistjoni, pjanta tar-Registru tal-Artijiet, l-iskema tal-MEPA u r-raġunijiet tal-valutazzjoni"*.

Għaldaqstant is-sottoskritta umilment tirrileva li ma gietx mitluba speċifikament sabiex tfejji pjanta jew disinn tal-kmamar u l-qisien tagħhom.

Madankollu, s-sottoskritta tagħmel riferenza għar-rapport tagħha rigwardanti l-fond in kwistjoni, u speċifikament għal dan li ġej:

- L-Anness 4, li jikkonsisti fil-pjanti approvati mill-Awtorita' ta' l-Ippjanar fil-permess PA/04849/05, u li jinkludi l-pjanti rilevanti għall-proprjeta' in kwistjoni kif prospettat fiż-żmien ta' l-applikazzjoni;
- Is-Sezzjoni 17 tar-rapport fejn is-sottoskritta rrilevat li *"l-appartamenti kif inhuma mibnija huwa (sic) konformi b'mod ġenerali ma' tali permess, hlief għas-sussegwenti punti ..."* u tirrileva li l-punti msemmija huma ta' natura li ma jbidlux b'mod sinifikanti l-pjanti approvati.

Għaldaqstant, għar-raġunijiet msemmija, is-sottoskritta tinnota li fl-opinjoni umli tagħha dan il-punt imsemmi mir-rikorrenti ma jirriżultax f'xi "mankanza" min-naħa tas-sottoskritta. Madankollu, jekk din l-Onorabbli Qorti hi tal-fehma li għandhom isiru pjanti li juru b'mod iddettaljat il-qisien u d-dispożizzjoni tal-fond in kwistjoni kif mibni, is-sottoskritta titlob umilment li din l-Onorabbli Qorti tappunta *'land surveyor'* sabiex iħejji tali pjanti.

**ix) Ir-rapport ma jsemmiex konformita' mar-regolamenti sanitarji**

Issir riferenza għal Sezzjoni 17 tar-rapport imħejji mis-sottoskritta rigwardanti l-fond in kwistjoni, u speċifikament għall-ewwel punt rilevat rigwardanti d-devjazzjonijiet mill-permess tal-bini u cioè li *"L-għoli intern ta' l-appartamenti huwa ġeneralment ftit inqas mill-minimu ta' 2.75m rikjest meta nħareġ il-permess tal-bini, iżda huwa iktar mill-minimu ta' 2.65m rikjest skond ir-regolamenti odjerni, u għalhekk qiegħed jiġi kkunsidrat li tali differenza tista' tiġi ssanzjonata."*

Is-sottoskritta tinnota li l-proċess tal-permess ta' l-ippjanar jinkludi konsultazzjoni mal-Awtorita' responsabbli mir-regolamenti sanitarji, u li permess ta' l-ippjanar ma jinħariġx diment li ma jkunx hemm approvazzjoni

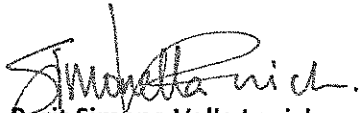


minn tali Awtorita'. Għaldaqstant, il-pjanti approvati għandhom jitqiesu bħala li huma approvati wkoll fir-rigward tar-regolamenti sanitarji, u li għaldaqstant il-punt rilevati rigward l-għoli intern għandu jitqiesu bħala osservazzjoni tas-sottoskritta fir-rigward tar-regolamenti sanitarji.

Għal kull bon fini s-sottoskritta tinnota li ma ġew osservati ebda nuqqasijiet oħra fir-rigward tar-regolamenti sanitarji.

**x) Ir-rapport ma jinkludix fl-Iskeda 8 dawg is-servitujiet li talvolta jistgħu ikun qed jiggravaw l-arja tal-penthouse.**

Is-sottoskritta tirrileva li fl-Iskeda 8 ma huwiex rikjest li jiġu deskritti s-servitujiet, u li fid-data tal-aċċess dawn għandhom jitqiesu li kienu kif deskritti fil-kuntratt tal-akkwiżizzjoni mar-rapport.



**Perit Simone Vella Lenicker**

ID: 400775M

Warrant: 398

22 ta' Frar 2023

ILLUM. 23 ta' Frar 2023

DEHER IL-PERIT LEGALI/TEKNIKU... *Simone Vella Lenicker*  
400775M... LI HALEF LI QEDA FEDELMENT  
U ONESTAMENT L-INKARIGU MOGHTI LILU

  
**DEPUTAT REGISTRATUR**  
Gaetano D'Amico  
Deputat Registratur  
Deputy Registrar  
Qrati tal-Gustizzja (Malta)  
Law Courts (Malta)


23 FEB 2023

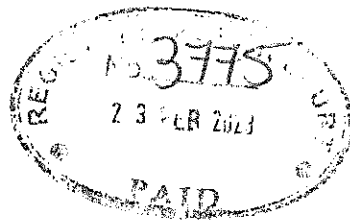
Illum.....

Ippreżentata mill- *Perit Simone Vella Lenicker*

B/blia dok ..... dokumenti

*400775(M)*

  
**Simon Simpson**  
Deputat Registratur  
Deputy Registrar  
Qrati tal-Gustizzja (Malta)  
Law Courts (Malta)



## Fil-Prim Awla tal-Qorti Ċivili

Fl-atti tas-subbasta numru 13/21

Falliment ta' Jonathan Pace

### Nota tal-Perit Simone Vella Lenicker [ID400775M]

Issir riferenza għar-rikors tal-*Bank of Valletta plc (C2833)* tas-26 ta' April, 2022, u għad-digriet ta' din l-Onorabbli Qorti tat-28 ta' April 2022, li ġew t-tnejn ikkomunikati lis-sottoskritta fis-7 ta' Ottubru 2022 permezz ta' *email* mingħand Rose Cortis, Litigation Executive fi hdan il-parti rikorrenti.

Illi f'tali rikors, ir-rikorrenti irrilevaw diversi hekk imsejha 'mankanzi' fir-rigward tar-rapporti sottomessi mis-sottoskritta u n-noti sussegwenti relatati. Permezz ta' din in-nota, is-sottoskritta qiegħda tippreżenta il-kummenti tagħha bħala risposta għall-punti mqajma mir-rikorrenti, u li għandhom jitqiesu bħala parti integrali tar-relazzjoni tagħha:

#### A. Il-Maisonette numru 4, "Shelik", Triq it-Tagħlim, Żejtun

##### *i) Ir-rapport ma jinkludix la pjanta u lanqas disinn tal-kmamar u l-qisien tagħhom*

Issir riferenza għan-notifika tal-hatra maħruġa minn din l-Onorabbli Qorti fejn din talbet lis-sottoskritta '*sabiex tfisser il-pizijiet, kirjiet u jeddiet ohra, sew reali kemm personali, jekk ikun hemm, li għalihom dan il-fond jew fondi ikun suggett kif ukoll l-ahhar trasferiment tiegħu, skond l-informazzjoni li jkun ha mill-kreditur jew mid-debitur.*'

Issir riferenza wkoll għall-ordni tas-S.T.O. Prim Imħallef Mark Chetcuti LLD tal-25 ta' Marzu 2021 fejn l-inkarigu mogħti lis-sottoskritta hu deskritt li jikkonsisti f'li ssir "*stima tal-proprjeta' immobbli, liema stima għandha tinkludi r-ritratti tal-fond jew sit inkwistjoni, pjanta tar-Registru tal-Artijiet, l-iskema tal-MEPA u r-raġunijiet tal-valutazzjoni*".

Għaldaqstant is-sottoskritta umilment tirrileva li ma gietx mitluba speċifikament sabiex tfejji pjanta jew disinn tal-kmamar u l-qisien tagħhom.

Madankollu, s-sottoskritta tagħmel riferenza għar-rapport tagħha rigwardanti l-fond in kwistjoni, u speċifikament għal dan li ġej:

- L-Anness 4, li jikkonsisti fil-pjanti approvati mill-Awtorita' ta' l-Ippjanar fil-permess PA/02018/06, u li jinkludi l-pjanti rilevanti għall-proprjeta' in kwistjoni kif prospettat fiż-żmien ta' l-applikazzjoni;
- Is-Sezzjoni 17 tar-rapport fejn is-sottoskritta rrilevat li "*il-fond kif inhu mibni huwa konformi b'mod ġenerali ma' tali permess, flief għas-sussegwenti punti ...*" u tirrileva li l-punti msemmija huma ta' natura li ma jbidlux b'mod sinifikanti l-pjanti approvati.

Għaldaqstant, għar-ragunijiet msemmija, is-sottoskritta tinnota li fl-opinjoni umli tagħha dan il-punt imsemmi mir-rikorrenti ma jirrizultax f'xi "mankanza" min-naħa tas-sottoskritta. Madankollu, jekk din l-Onorabbli Qorti hi tal-fehma li għandhom jiġu mhejjija pjanti li juru b'mod iddettaljat il-qisien u d-dispożizzjoni tal-fond in kwistjoni kif mibni, is-sottoskritta titlob umilment li din l-Onorabbli Qorti tappunta 'land surveyor' sabiex ihejji tali pjanti.

**ii) Ir-rapport ma jsemmiex konformita' mar-regolamenti sanitarji**

Issir riferenza għal Sezzjoni 17 tar-rapport imhejji mis-sottoskritta rigwardanti l-fond in kwistjoni, u speċifikament għall-ewwel punt rilevat rigwardanti d-devjazzjonijiet mill-permess tal-bini u cioè li "*Il-kmamar tas-sodda fuq in-naħa ta' wara tal-proprjeta' għandhom suffett installat li jnaqqas l-għoli intern tal-kmamar għal 2.65m, li huwa inqas mill-minimu ta' 2.75m applikabbli meta nħareġ il-permess tal-bini, iżda huwa iktar mill-kejl minimu ta' 2.6m applikabbli fid-data tal-valutazzjoni – għaldaqstant qiegħed jitqies li dan ma jrendix il-proprjeta' illegali jew irregolari, ukoll minħabba l-fatt li s-suffett jista' faċilment jinqala' jekk ikun hemm bżonn – huwa rakkomandat li jekk is-suffett ser jinżamm dan jiġi ssanzjonat.*"

Is-sottoskritta tinnota li l-proċess tal-permess ta' l-ippjanar jinkludi konsultazzjoni mal-Awtorita' responsabbli mir-regolamenti sanitarji, u li permess ta' l-ippjanar ma jinħariġx diment li ma jkunx hemm approvazzjoni minn tali Awtorita'. Għaldaqstant, il-pjanti approvati għandhom jitqiesu bħala li huma approvati wkoll fir-rigward tar-regolamenti sanitarji, u li għaldaqstant il-punt rilevat rigward l-għoli intern tal-kmamar tas-sodda għandu jitqies bħala osservazzjoni tas-sottoskritta fir-rigward tar-regolamenti sanitarji.

Issir ukoll riferenza għar-raba' punt rilevat fis-Sezzjoni 17 tar-rapport u cioè li "*Parti mill-fond li jinsab fl-ewwel livell tal-blokka jisporġi għal-fuq il-bitħa ta' wara tal-fond in disamina, u din il-parti giet magħluqa sabiex tinħoloq kamra żgħira fil-bitħa – tali kamra hija meqjusa sanzjonabbli jew li tista' faċilment titneħħa.*" Is-sottoskritta tinnota li tali osservazzjoni saret minħabba li tali struttura ma kienetx indikata fil-permess tal-ippjanar, u għaldaqstant ma gietx approvata mill-Awtorita' responsabbli mir-regolamenti sanitarji u wkoll peress li tali struttura mhix konformi mar-regolamenti sanitarji applikabbli fid-data tal-permess. Madankollu, is-sottoskritta tinnota li hi indikat li fl-opinjoni tagħha tali struttura tista' titqies sanzjonabbli minħabba li r-regolamenti sanitarji godda maħruġa permezz ta' l-Avviz Legali 227 tal-2016 jippermettu li jsiru tali strutturi, dejjem, madankollu, bl-approvazzjoni espliċita tal-Awtorita' kkonċernata, liema approvazzjoni ma kienitx ottjenuta sad-data tal-valutazzjoni.

Għal kull bon fini s-sottoskritta tinnota li ma ġew osservati ebda nuqqasijiet oħra fir-rigward tar-regolamenti sanitarji.



**B. Il-Hanut bl-isem "Tyson Butcher" bin-numru 15, Triq il-Kanonku De Domenico, Zejtun**

**i) *Ir-rapport ma jinkludix la pjanta u lanqas disinn tal-kmamar u l-qisien taghhom***

Issir riferenza għan-notifika tal-ħatra maħruġa minn din l-Onorabbli Qorti fejn din talbet lis-sottoskritta *'sabiex tfisser il-pizijiet, kirjiet u jeddjet ohra, sew reali kemm personali, jekk ikun hemm, li għalihom dan il-fond jew fondi ikun suggett kif ukoll l-aħhar trasferiment tiegħu, skond l-informazzjoni li jkun ha mill-kreditur jew mid-debitur.'*

Issir riferenza wkoll għall-ordni tas-S.T.O. Prim Imħallef Mark Chetcuti LLD tal-25 ta' Marzu 2021 fejn l-inkarigu mogħti lis-sottoskritta hu deskritt li jikkonsisti f'li ssir *"stima tal-proprjeta' immobbli, liema stima għandha tinkludi r-ritratti tal-fond jew sit inkwistjoni, pjanta tar-Registru tal-Artijiet, l-iskema tal-MEPA u r-raġunijiet tal-valutazzjoni"*.

Għaldaqstant is-sottoskritta umilment tirrileva li ma gietx mitluba speċifikament sabiex tfejji pjanta jew disinn tal-kmamar u l-qisien taghhom.

Madankollu, s-sottoskritta tagħmel riferenza għar-rapport tagħha rigwardanti l-fond in kwistjoni, u speċifikament għal dan li ġej:

- Is-Sezzjoni 14 tar-rapport fejn is-sottoskritta rrilevat li *"Skond il-pjanta tar-Registru ta' l-Artijiet pprovduta lis-sottoskritta, l-fond għandu kejl superfiċjali ta' madwar 84 metri kwadri, iżda l-pjanta annessa mal-kuntratt ta' xiri kif ukoll qisien li ħadet is-sottoskritta b'mod approssimattiv jindikaw li l-fond għandu kejl superfiċjali ta' madwar 108 metri kwadri. Għall-finijiet ta' dan ir-rapport, gie kkunsidrat dan il-kejl, u mhux dak indikat fil-pjanta tar-Registru ta' l-Artijiet, u huwa rakkomandat li jsir survey preċiż tal-fond sabiex jiġi stabbilit b'mod ċar id-daqs tal-proprjeta'."*
- L-Anness 5, li jikkonsisti fil-kuntratt tal-akkwist tal-fond, u li jinkludi l-pjanta surreferita.
- L-Anness 6, li jikkonsisti fl-inkartament ipprovdut lis-sottoskritta u li jinkludi l-pjanta tar-Registru ta' l-Artijiet surreferita (immarkata bħala Dokument 'C').

Għaldaqstant, għar-raġunijiet msemmija, is-sottoskritta tinnota li fl-opinjoni umli tagħha dan il-punt imsemmi mir-rikorrenti ma jirriżultax f'xi "mankanza" min-naħa tas-sottoskritta. Madankollu, terga' ttenni r-rakkomandazzjoni tagħha li *"jsir survey preċiż tal-fond sabiex jiġi stabbilit b'mod ċar id-daqs tal-proprjeta'"* sabiex tiġi ċċarata d-diskrepanza fl-informazzjoni pprovduta. Għaldaqstant jekk din l-Onorabbli Qorti hi tal-fehma li għandu jsir tali survey, is-sottoskritta titlob umilment li din l-Onorabbli Qorti tappunta *'land surveyor'* sabiex iħejji l-pjanti neċessarji.

**ii) *Ir-rapport ma jinkludix l-għoli tal-bini***

Issir riferenza għal Sezzjoni 8 tar-rapport tas-sottoskritta rigwardanti l-fond in kwistjoni u speċifikament għall-ewwel punt li jiddeskrivi l-proprjeta' kif

gej: "Il-fond jikkonsisti f'hanut fil-livell terran (ground floor), sottostanti maisonette fl-ewwel sular proprjeta' terzi, u minghajr l-arja tiegħu. Il-fond jinsab f'kantuniera fuq Triq il-Kanonku Giovanni De Domenico, u għandu żewġ faċċati fuq din it-triq (vide Anness 1). Il-fond jinkludi bitha." Huwa evidenti, għaldaqstant, li l-fond jikkonsisti f'sular wiehed, b'sular ieħor sovrastanti proprjeta' ta' terzi.

Issir riferenza wkoll għar-ritratti inluži fl-Anness 2, li juru b'mod ċar l-għoli tal-binja kif ukoll jindikaw il-fond innifsu fil-livell tat-triq, liema ritratti għandhom jitqiesu bħala parti integrali mill-osservazzjonijiet tas-sottoskritta.

**iii) Ir-rapport ma jsemmiex konformita' mar-regolamenti sanitarji**

Issir riferenza għal Sezzjoni 17 tar-rapport imħejji mis-sottoskritta rigwardanti l-fond in kwistjoni, u speċifikament għall-punt rilevati li "Kopja tal-pjanti approvati fil-permess PA/03773/04 ma nstabux, u lanqas ma ġew ipprovdut (sic) lis-sottoskritta. Għall-fini ta' din il-valutazzjoni, ġie meqjus li l-użu tal-bini bħala hanut tal-laħam huwa permissibli, u li l-alterazzjonijiet li saru fil-fond jikkorrispondu mal-pjanti approvati."

Is-sottoskritta tinnota li l-proċess tal-permess ta' l-ippjanar jinkludi konsultazzjoni mal-Awtorita' responsabbli mir-regolamenti sanitarji, u li permess ta' l-ippjanar ma jinħariġx diment li ma jkunx hemm approvazzjoni minn tali Awtorita'. Għaldaqstant, peress li f'dan il-każ il-pjanti approvati ma nstabux, is-sottoskritta ma setgħetx tagħmel l-osservazzjonijiet tagħha fir-rigward tal-konformita' tal-fond ma' tali pjanti.

Madankollu, u għal kull bon fini, is-sottoskritta tirrileva li ma ġew innunati ebda nuqqasijiet fir-rigward tar-regolamenti sanitarji viġenti fid-data tal-aċċess, u għaldaqstant ir-rapport ma jsemmi xejn f'dan ir-rigward.

**C. Appartament numru 1, 2, 3 u 4, "Waveline Court", Triq il-Knisja, Xaghira, Zabbar**

**i) Ir-rapport ma jindikax li l-appartamenti 1, 2, 3 u 4 għandhom jigu mibjugha bhala blokka jew separatament**

Bir-rispett, is-sottoskritta tirrileva li l-mod li bih ser jinbiegħu l-appartamenti ma jaqax fil-kompitu tagħha.

Madankollu, is-sottoskritta tirrileva li peress li d-digriet maħrug minn din l-Onorabbli Qorti jelenka l-appartamenti individwalment, il-valuri msemmija fir-rapport huma għal kull appartament kieku dan kellu jinbiegħ separatament, bl-użu biss tal-partijiet komuni.

Għal kull bon fini, s-sottoskritta tirrileva li fid-data ta' l-aċċess il-blokka ma kienitx fi stat komplut u għaldaqstant min ser jixtri jrid ikompli x-xogħolijiet pendenti fil-partijiet komuni. Għaldaqstant, hi waslet għall-valuri rrapportati hekk:

	Valur A	Valur B	Valur C
Ground floor	€181,800	€169,300	€170,000
First floor	€180,800	€168,300	€170,000
Second floor	€180,800	€168,300	€170,000
Third floor	€149,600	€137,100	€140,000
<b>TOTAL</b>	<b>€693,000</b>	<b>€643,000</b>	<b>€650,000</b>

fejn:

- **Valur A** huwa l-valur tal-appartament fl-istat kif kien fid-data tal-aċċess, kieku dan kellu jinbiegħ waħdu inkluż sehem indiviż tal-partijiet komuni;
- **Valur B** huwa l-valur tal-appartament fl-istat kif kien fid-data tal-aċċess aġġustat sabiex jeskludi l-valur tas-sehem indiviż tal-partijiet komuni;
- **Valur C** huwa l-valur tal-appartament fl-istat kif kien fid-data tal-aċċess u bl-użu biss tal-partijiet komuni 'rounded to the nearest €5,000'.

Għal kull bon fini, s-sottoskritta għaldaqstant tirrileva li:

- (a) Jekk il-fond ser jinbiegħ b'mod intier, inkluż il-partijiet komuni, lil akwiredant waħdani, il-valur stmat skond is-suq fid-data tal-valutazzjoni huwa ta' €695,000;
- (b) Jekk l-appartamenti ser jinbiegħu b'mod separat, bl-użu biss tal-partijiet komuni, il-valur ta' kull appartament kif stmat skond is-suq fid-data tal-valutazzjoni huwa kif indikat fil-kolonna "Valur C" hawn supra.

**ii) Jekk kif jidher li huwa gust dawn għandhom jinbiegħu separatament jibda biex jingħad li l-Perit Gudizzjarju trid tagħti l-valur proprju ta' kull appartament skont il-pozizzjoni tiegħu u mhux sempliciment taqşam il-valur tal-Blokka kollha ugwalment f'erba', għaliex kif inhu ben risaput, mhux kull appartament fl-istess blokka ta' appartamenti jkollu l-istess valur**

Bir-rispett, is-sottoskritta tirrileva li l-valuri tal-appartamenti hekk kif stmati fir-rapport ma ġewx stipulati billi s-sottoskritta "sempliciment taqşam il-valur tal-Blokka kollha ugwalment f'erba'", iżda huma l-valuri individwali ta' kull appartament kif spjegat hawn supra.

**iii) Ir-rapport ma jindikax li flat numru wiehed (1) huwa ta' proprjeta' ta' Jonathan Pace wahdu vis-à-vis l-fatt li l-appartamenti l-oħra sovrastanti huma proprjeta' tal-konjugi Jonathan u Melanie Pace**

Issir riferenza għal Sezzjoni 3 tar-rapport tas-sottoskritta rigwardanti l-appartamenti msemmija, fejn ġie speċifikat li "Skond l-informazzjoni ipprovduta (ara l-kuntratt fl-Anness 5), l-aħħar trasferiment tal-appartament numru wiehed (1) sar fil-11 ta' Ġunju 2009 fl-atti tan-Nutar Dottor Reuben Debono, fejn il-kumpratur huwa indikat bħala Jonathan Pace (ID 277083M). Skond l-informazzjoni ipprovduta (ara l-kuntratt fl-Anness 5), l-aħħar trasferiment tal-appartamenti numru tnejn, tlieta u erbgħa (2, 3 u 4) sar fil-21 ta' Marzu 2011 fl-atti tan-Nutar Dottor Reuben Debono, fejn il-kumpraturi huma indikati bħala Jonathan Pace (ID 277083M) u martu Melanie Pace (ID 650082M)."



Issir riferenza wkoll għal Sezzjoni 14 tar-rapport tas-sottoskritta rigwardanti l-appartamenti msemmija, fejn gie speċifikat li *“Il-fond jappartjeni lil Jonathan Pace, illum mejjet, in kwantu għall-appartament numru wieħed (1), u lil Jonathan Pace u martu Melanie Pace in kwantu għall-appartamenti tnejn, tlieta u erbgħa (2, 3 u 4).”*

Għaldaqstant is-sottoskritta tirrileva li, fl-opinjoni umli tagħha, tali punt imqajjem mir-rikorrenti huwa ndirizzat fir-rapport.

**iv) Ir-rapport ma jindikax jekk il-flat numri wieher (1) igawdix il-partijiet komuni b'titolu ta' uzu jew jekk ghandux sehem indiviz tal-istess partijiet komuni**

Issir riferenza għal Sezzjoni 14 tar-rapport rilevanti tas-sottoskritta, fejn hu indikat li *“L-appartament numru wieħed (1) kien nbiegħ bil-kundizzjoni li jgawdi u li huwa soġġett għal dawk is-servitujiet inerenti mill-pożizzjoni relattiva fil-blokka u li jinkludu fost oħrajn “il-passagg ta’ pajpijiet tal-ilma, drenagg”, kif ukoll is-servizzi li huma komuni mal-appartamenti l-oħrajn fil-blokka. Inkluz fil-bejgħ kien hemm ukoll “d-dritt ta’ uzu gratwit, mhux interrot, u in perpetwu trasferibbli li terzi ‘ad infinitum’ tal-partijiet kollha intizi għall-uzu komuni, u liema dritt ta’ uzu jitgawda in komun ma’ l-appartamenti u l-fondi l-oħra fil-blokk, bid-dritt ta’ access għal fuq il-bejt limitat biss għal installazzjoni u manutenzjoni ta’ tank tal-ilma ta’ mhuz aktar minn hemess mitt litru (500lt) fuq l-ghola bejt tal-blokk u għall-installazzjoni u manutenzjoni ta’ satellite dish komuni”.*

Għal kull bon fini, is-sottoskritta tirrileva li din id-deskrizzjoni hi skond il-kuntratt ta’ akkwist anness mar-rapport tagħha, liema Anness numru 5 jiffirma parti integrali mir-rapport. Għal kull bon fini, s-sottoskritta tirrileva wkoll li din id-deskrizzjoni tirrigwardja l-appartament fl-istat li kien fid-data ta’ l-aċċess, u li, kif indikat fis-Sezzjoni 14 tar-rapport tas-sottoskritta *“jekk l-appartamenti ser jinbigħu lil sidien differenti, is-servitujiet u piżijiet hawn fuq deskritti jridu jigu emendati skond il-każ”,* u dan għandu jsir fil-kuntratt tal-akkwist rilevanti wara li jkunu saru r-riċerki neċessarji min-nutar.

**v) Ir-rapport jindika li flats numru tnejn (2), tlieta (3) u erbgħa (4) huma ta’ proprjeta’ ta’ Jonathan u Melanie mizzewgin Pace pero’ ma jindikax bic-car jekk kull wiehed mil-appartamenti ghandhom xi drittijiet fuq l-arja tal-Blokk sia ta’ uzu jew ta’ sehem indiviz fil-proprjeta’**

Is-sottoskritta tinnota li d-drittijiet u servitujiet rigwardanti l-appartamenti għandhom jitqiesu li huma skond kif indikat fil-kuntratt tal-akkwist rilevanti anness mar-rapport.

**vi) Ir-rapport ma jindikax illi l-penthouse tinkludi ‘airspace’ u li jekk tinkludi dan l-‘airspace’, l-istess ‘airspace’ huwix soġġett għal xi servitu’ favur l-appartamenti sottostanti l-istess penthouse**

Għal kull bon fini, is-sottoskritta tikkonferma li l-penthouse hi kkunsidrata li tinkludi l-arja sovrastanti. Is-sottoskritta tinnota li d-drittijiet u servitujiet rigwardanti tali arja huma skond kif deskritti fil-kuntratti tal-akkwist annessi mar-rapport (Anness 5).



**vii) Il-kejl tal-proprjeta' irid ikun b'qisien attwali u mhux b'qisien superficiali jew approssimattivi.**

Issir riferenza għan-nota tas-sottoskritta fir-rigward tal-punt (viii) hawn taħt.

**viii) Ir-rapport ma jinkludix la pjanta u lanqas disinn tal-kmamar u l-qisien tagħhom.**

Issir riferenza għan-notifika tal-ħatra maħruġa minn din l-Onorabbli Qorti fejn din talbet lis-sottoskritta *'sabiex tfisser il-pizijiet, kirjiet u jeddjet ohra, sew reali kemm personali, jekk ikun hemm, li għalihom dan il-fond jew fondi ikun suggett kif ukoll l-ahhar trasferiment tiegħu, skond l-informazzjoni li jkun ha mill-kreditur jew mid-debitur.'*

Issir riferenza wkoll għall-ordni tas-S.T.O. Prim Imħallef Mark Chetcuti LLD tal-25 ta' Marzu 2021 fejn l-inkarigu mogħti lis-sottoskritta hu deskritt li jikkonsisti f'li ssir *"stima tal-proprjeta' immobbli, liema stima għandha tinkludi r-ritratti tal-fond jew sit inkwistjoni, pjanta tar-Registru tal-Artijiet, l-iskema tal-MEPA u r-ragunijiet tal-valutazzjoni"*.

Għaldaqstant is-sottoskritta umilment tirrileva li ma gietx mitluba speċifikament sabiex thejji pjanta jew disinn tal-kmamar u l-qisien tagħhom.

Madankollu, s-sottoskritta tagħmel riferenza għar-rapport tagħha rigwardanti l-fond in kwistjoni, u speċifikament għal dan li ġej:

- L-Anness 4, li jikkonsisti fil-pjanti approvati mill-Awtorita' ta' l-Ippjanar fil-permess PA/04849/05, u li jinkludi l-pjanti rilevanti għall-proprjeta' in kwistjoni kif prospettat fiż-żmien ta' l-applikazzjoni;
- Is-Sezzjoni 17 tar-rapport fejn is-sottoskritta rrilevat li *"l-appartamenti kif inhum mibnija huwa (sic) konformi b'mod ġenerali ma' tali permess, ħlief għas-sussewenti punti ..."* u tirrileva li l-punti msemmija huma ta' natura li ma jbidlux b'mod sinifikanti l-pjanti approvati.

Għaldaqstant, għar-ragunijiet msemmija, is-sottoskritta tinnota li fl-opinjoni umli tagħha dan il-punt imsemmi mir-rikorrenti ma jirriżultax f'xi "mankanza" min-naħa tas-sottoskritta. Madankollu, jekk din l-Onorabbli Qorti hi tal-fehma li għandhom isiru pjanti li juru b'mod iddettaljat il-qisien u d-dispożizzjoni tal-fond in kwistjoni kif mibni, is-sottoskritta titlob umilment li din l-Onorabbli Qorti tappunta *'land surveyor'* sabiex ihejji tali pjanti.

**ix) Ir-rapport ma jsemmiex konformita' mar-regolamenti sanitarji**

Issir riferenza għal Sezzjoni 17 tar-rapport imhejji mis-sottoskritta rigwardanti l-fond in kwistjoni, u speċifikament għall-ewwel punt rilevat rigwardanti d-devjazzjonijiet mill-permess tal-bini u cioè li *"L-għoli intern ta' l-appartamenti huwa ġeneralment ftit inqas mill-minimu ta' 2.75m rikjest meta nħareġ il-permess tal-bini, iżda huwa iktar mill-minimu ta' 2.65m rikjest skond ir-regolamenti odjerni, u għalhekk qiegħed jiġi kkunsidrat li tali differenza tista' tiġi ssanzjonata."*

Is-sottoskritta tinnota li l-proċess tal-permess ta' l-ippjanar jinkludi konsultazzjoni mal-Awtorita' responsabbli mir-regolamenti sanitarji, u li permess ta' l-ippjanar ma jinħariġx diment li ma jkunx hemm approvazzjoni

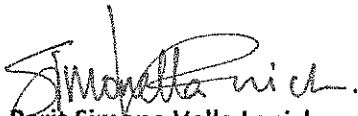


minn tali Awtorita'. Għaldaqstant, il-pjanti approvati għandhom jitqiesu bħala li huma approvati wkoll fir-rigward tar-regolamenti sanitarji, u li għaldaqstant il-punt rilevati rigward l-għoli intern għandu jitqies bħala osservazzjoni tas-sottoskritta fir-rigward tar-regolamenti sanitarji.

Għal kull bon fini s-sottoskritta tinnota li ma ġew osservati ebda nuqqasijiet oħra fir-rigward tar-regolamenti sanitarji.

**x) Ir-rapport ma jinkludix fl-Iskeda 8 dawk is-servitujiet li talvolta jistghu ikun qed jiggravaw l-arja tal-penthouse.**

Is-sottoskritta tirrileva li fl-Iskeda 8 ma huwiex rikjest li jiġu deskritti s-servitujiet, u li fid-data tal-aċċess dawn għandhom jitqiesu li kienu kif deskritti fil-kuntratt tal-akkwiż anness mar-rapport.



Perit Simone Vella Lenicker

ID: 400775M

Warrant: 398

22 ta' Frar 2023

ILLUM... 23 ta' Frar 2023

DEHER IL-PERIT LEGALI/TEKNIKU... Simone Vella Lenicker  
400775M... LI HALEF LI QEDA FEDELMENT  
U ONESTAMENT L-INKARIGU MOGHTI LILU

  
DEPUTAT REGISTRATUR  
Gaġliana, Għajnsielem  
Deputat Registrar  
Deputy Registrar  
Qrati tal-Gustizzja (Malta)  
Law Courts (Malta)

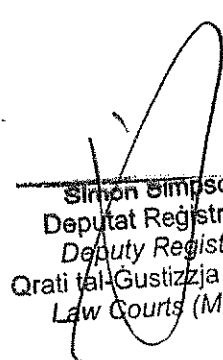
23 FEB 2023

Illum.....

Ipprezentata mill- Perit Simone Vella Lenicker

B/bladok ..... dokumenti

400775 (14)

  
Simon Simpson  
Deputat Registrar  
Deputy Registrar  
Qrati tal-Gustizzja (Malta)  
Law Courts (Malta)