

# **FIL-PRIM'AWLA TAL-QORTI ĊIVILI**



**Fl-Att tas-Subbasta numru  
26/2022  
BANK OF VALLETTA plc  
(C2833)  
VS  
JOSHUA MIFSUD ET**

**RELAZZJONI TAL-PERIT TEKNIKU**

**PERIT ALEXEI PACE  
B.E.&A.(Hons), M.Sc.(Melit.), EUR ING, A.&C.E.**

L-esponent jesponi bir-rispett:

## **1. PRELIMINARI**

- i. Illi huwa ġie maħtur bħala espert fl-Atti tal-Mandat ta' Qbid ta' Hwejjeġ Immobbli hawn fuq imsemmi sabiex jagħmel deskrizzjoni tal-fond indikat fir-rikors u jfisser il-piżijiet, kirjiet u jeddijiet oħra, sew reali kemm personali, jekk ikun hemm, li għalihom l-fond mertu tas-subbasta odjerna jkun suġġett, kif ukoll l-aħħar trasferiment tiegħu, skont l-informazzjoni li jkun ha minghand il-kreditur jew mid-debitur.
- ii. Illi fl-adempiment tal-inkarigu lilu mogħti, l-esponent żamm aċċess nhar it-30 ta' Mejju 2022 fuq il-fond mertu tal-kawża odjerna, fejn ikkonstata u ha l-kejl tal-ambjenti diversi tal-fond kif ukoll ġibed ritratti li huma annessi ma' din ir-relazzjoni. Għal dan l-aċċess attenda l-intimat Joshua Mifsud, mhux assistit, filwaqt illi ma attenda hadd min-naħa tar-rikorrenti. Il-partijiet kollha kienu notifikati individwalment permezz ta' ittra.
- iii. Verbal tal-aċċess anness bħala Dok. AP01.

## **2. DESKRIZZJONI U VALUTAZZJONI TAL-PROPRJETÀ IMMOBBLI MERTU TA' DIN IS-SUBBASTA:**

- i. L-esponent jirrelata kif ġej wara li aċċeda fil-proprjetà mertu tas-subbasta u għamel il-konstatazzjonijiet meħtieġa relatati mal-inkarigu lilu mogħti.

### **PROPRJETÀ 01**

Proprjetà immobbli konsistenti mill-appartement/penthouse (receded dwelling) internament immarkat bin-numru erbgħa (4) illi jinsab fil-ħames (5) sular (4th floor) ta' blokk ta' appartamenti bl-isem 'Dusfim Court' fi Triq San Ġwann tal-Għorġhar, San Ġwann, liema blokk ġie mibni fuq is-sit li qabel kien okkupat mid-dar li kellha n-numru uffiċjali erbatax (14), bid-drittijiet u l-pertinenzi kollha tiegħu iżda bl-esklużjoni tal-arja sovrastanti. Il-proprjetà għandha d-dritt tal-użu tal-partijiet komuni u servizzi komuni tal-blokk, inkluż id-dahla prinċipali, l-indana, il-lift, ix-xaft tal-lift, l-indani, ix-xafts interni, it-taraġ, it-tromba tat-taraġ, id-drains u s-sistema tad-drenagġ u ambjenti u partijiet komuni kollha, is-servizzi u oġġetti in ġenerali ġewwa l-blokk, li huma intiżi għall-użu komuni mis-sidien tal-appartamenti li jinsabu fl-imsemmi blokk, liema dritt tal-użu jifforma parti integrali mill-appartement/penthouse u jkun jista' jiġi trasferit lil terzi.

Kemm il-bejt kif ukoll l-arja tal-bejt ma jiffurmawx parti mill-arja komuni tal-blokk u s-sidien tal-appartamenti jgawdu biss mid-dritt tal-użu limitat tagħhom għall-istallazzjoni, manutenzjoni u aċċess għal tank tal-ilma li ma jeċċedix il-kapaċità ta' ħames mitt litru

(5001) u aerial/satellita tat-televisin, kif ukoll unit tal-air conditioning fuq l-iktar parti gholja tal-bejt tal-blokk. Dan id-dritt però ma jaghtix drittijiet ta' kondominju lis-sidien tal-appartamenti jew is-suċċessuri tagħhom fit-titlu u l-bejjiegh originali żamm id-dritt li jibni aktar sulari fuq il-bejt u l-arja tal-imsemmi blokk. Il-units il-godda riżultanti minn tali żvilupp addizzjonali jkunu jgawdu, skont id-diskrezzjoni tal-bejjiegh originali, mid-dritt proporzjonali ta' pussess/użu tal-partijiet komuni tal-blokk u dawk is-servitujiet kollha riżultanti minn tali żvilupp, kif ukoll id-dritt li jqabbdu mas-servizzi komuni u s-servitujiet riżultanti mill-pożizzjoni tagħhom fil-blokk. Il-bejjiegh originali jew is-suċċessuri tiegħu fit-titolu huma obbligati li jmexxu s-servizzi tas-sidien tal-appartamenti għall-bejt il-gdid a spejjeż tagħhom jekk aktar żvilupp isehh. Il-blokk u l-appartament/penthouse jikkonfinaw mil-Lvant mal-imsemmija triq u min-Nofsinhar u l-Punent ma' suċċessuri fit-titlu ta' Alexander Grech.

L-imsemmi appartament/penthouse kien gie akkwistat mill-intimati permezz ta' kuntratt datat 26 ta' Mejju 2010 in atti Nutar Dottor Bartolomeo Micallef, skont il-kuntratt hawn anness u mmarkat Dok A.

|                                    |   |
|------------------------------------|---|
| DATA TAL-AĊĊESS:                   | 30 ta' Mejju 2022   |
| PERSUNI PREŻENTI<br>WAQT L-AĊĊESS: | Għall-aċċess kien hemm preżenti l-intimat Joshua Mifsud, mhux assistit. |

|                                   |  |
|-----------------------------------|--|
| TIP TA' PROPRJETÀ U UŻU PREŻENTI: | Fond konsistenti minn penthouse (receded dwelling) bi dħul mill-komun ta' blokka appartamenti fi Triq San Ġwann tal-Għorġhar, San Ġwann, internament immarkat bin-numru erbgħa (4) u sitwat fil-ħames (5) sular (4th floor). |
|-----------------------------------|--|

### 3. TIP TA' PROPRJETÀ U DESKRIZZJONI

- i. Il-fond mertu ta' din il-kawża li ġie spezzjonat waqt dan l-aċċess jikkonsisti minn appartement fir-raba' sular ta' blokka ta' erba' sulari illi thares fuq Triq San Ġwann tal-Għorġhar u li tidher fuq is-survey sheets tal-1968 u għaldaqstant l-art li tinsab fuqha tirriżulta illi kienet diġà mibnija 'l fuq minn ħamsin sena ilu.
- ii. Il-fond għandu kejl intern approssimattiv ta' ċa. tmenin metru kwadru (81 m.k.) u terazzini b'kejl ta' ċa. sebgħa u għoxrin metru kwadru (28m.k.) għal kejl totali ta' ċa. mija u disgħa metri kwadri (109m.k.) illi huwa l-kejl tas-sular in eżami bl-eċċezzjoni tal-komun.



*Fig. 1: Il-pożizzjoni tal-fond, immarkat 'A' bid-dhul minn Triq San Ġwann tal-Ghorghar.*

*Sors: L-Awtorità tal-Ippjanar.*

- iii. Dan il-fond huwa mibni fuq sular wiehed, bid-dhul minn Triq San Ġwann tal-Ghorghar illi jaghti għall-komun tat-taraġ/lift li jwassal għas-sulari sovrastanti tal-fond, u jikkonsisti minn penthouse (receded dwelling) fir-raba' sular. Bħala struttura l-fond, fejn kien viżibbli l-fond huwa msaqqaf permezz ta' soqfa tal-konkos rinforzat illi jserrrhu fuq il-ħitan portanti tal-ġebel tal-franka. Il-fond jinsab f'kundizzjoni strutturali stabbli u ma ġewx osservati ebda difetti ta' natura gravi iżda jeħtieġ manutenzjoni generali.
- iv. Il-finituri tal-fond jikkonsistu minn madum taċ-ċeramika fl-art tal-kmamar, filwaqt illi l-ħitan huma tal-ġebel tal-franka u mbajdin minn ġewwa.
- v. L-ingress huwa minn Triq San Ġwann tal-Ghorghar u jinsab ċa. 42 metru bogħod minn Vjal ir-Riħan, triq ewlenija f'San Ġwann.

- vi. L-esponent ikkonstata wkoll installazzjonijiet tas-servizzi ta' dawl, ilma u drenagg li jidhru għadhom jaqdu l-funzjoni tagħhom.

#### **4. TQASSIM TAL-FOND**

- i. Mit-triq wieħed jaċċedi għal ġol-komun fejn hemm taraġ u lift. It-tromba tat-taraġ għandha qisien ta' ċa. 1.6m x 4.3m.
- ii. Il-fond jiftaħ għal ġol-ewwel kamra illi hija living room b'kejl ta' ċa. 2.1m x 4.5m. Fuq in-naħa ta' quddiem dan jinfed għal ġo kċina illi għandha qisien ta' ċa. 2.8m x 4.0m. Din tħares għal fuq terazzin b'wisgħa ta' ċa. 4.0m u fond illi jvarja bejn 2.7m u 3.2m. Dan it-terazzin iħares għal fuq Triq San Ġwann tal-Għorġhar.
- iii. Fuq in-naħa ta' ġewwa tal-fond kienet ikkonstatata kamra użata bħala kamra tas-sodda b'kejl ta' ċa. 2.6m x 1.7m. Din tħares għal fuq bitha interna min-naħa l-qasira tagħha ossija mhux użu konsentit għal kamra abitabbli u għall-fini ta' din l-istima mhix ser titqies bħala kamra tas-sodda.
- iv. Maġenbha kien hemm kamra tal-banju b'kejl ta' ċa. 2m x 2m u iżjed 'il ġewwa kamra tas-sodda b'qisien ta' ċa. 4m x 2.6m u kamra tas-sodda oħra b'qisien ta' ċa. 3.0m x 5.0m. Din għandha kamra iżgħar inkluża (ensuite). Iż-żewġ kmamar iħarsu għal fuq terazzin fuq il-parti ta' wara li għandu kejl ta' ċa. 4.7m x 2.34m. Minn dan it-terazzin wieħed jaċċedi għal kamra tal-ħasil żgħira fuq wara nett tal-fond.

- v. Kienu kkonstatati numru ta' illegalitajiet meta ttiehed il-kejl tal-fond, konsistenti mill-gholi intern tal-fond illi rrizulta dak ta' ca. 2.56m ossija inqas minn dak permess, encroachment fuq il-bitha ta' wara mit-terazzin u l-kamra tal-hasil kif ukoll il-bitha interna b'kejl inqas minn dak approvat.
- vi. Qed jigi indikat ukoll illi, skont dak li kien infurmat bih l-esponent sad-data tal-access:
  - a. Il-fond huwa liberu u frank salv kwalunkwe drittijiet li jeżistu minhabba l-pożizzjoni tal-fond illi huwa sovrappost u sottopost għal proprjetà ta' terzi u għaldaqstant sugġett għas-servitujiet u jgawdi mis-servitujiet rizultanti.
  - b. Il-proprjetà hi abitabbli u tintuża għal dawn l-iskopijiet. L-intimat informa lill-esponent illi huwa joqgħod f'din il-proprjetà.



## RITRATTI TAL-FOND



*Fig. 2: Il-pożizzjoni tal-fond fis-sular ta' fuq nett tal-blokka 'Dusfim Court'*



*Fig. 3: Id-dhul għall-komun tal-blokka Dusfim Court.*



*Fig.4: Il-kċina tal-fond illi taghti għall-kumplament tal-fond fuq il-parti ta' wara u għat-terazzin fuq il-parti ta' quddiem.*

## **5. POŻIZZJONI TAL-FOND**

- i. Il-proprjetà tinsab fil-limiti tal-iżvilupp f'San Ġwann (inside scheme within the limits to development) u ma tinsabx f'Urban Conservation Area.

## **6. POLICIES RELEVANTI – NORTH HARBOURS LOCAL PLAN (2006)**

### **Grand Harbour Local Plan**

- Grand Harbour Local Plan:

-- Policy NHRE 01: Secondary Town Centre - Map SG1

-- Height limitation: 4 Floors + semi-basement - Map SG3

- Development Control Design Policy Guidance and Standards 2015 Annex 2: 22m / 18.6m.

Fuq il-fond odjern jista' jinbena sular ieħor kif fil-fatt jippermetti l-permess PA/02164/19.

## 7. PERMESSI - PLANNING APPLICATIONS – SITE HISTORY

Minn riċerka li għamel l-esponent fuq il-Geoserver tal-Awtorità tal-Ippjanar<sup>1</sup> jidher illi l-blokka nnifisha kienet inbniet permezz tal-permess PA/05767/04 fejn imbagħad bil-permess PA/06195/05 żdied il-fond odjern bħala receded floor (penthouse). Jirriżulta kif deskritt qabel numru ta' irregolaritajiet illi iżda kienu ġew regolarizzati mill-intimat Joshua Mifsud bl-applikazzjoni RG/02849/18 (*To regularise receded dwelling as built*) fejn jirriżulta illi ġew regolarizzati l-punti msemmija f'sezzjoni 4(v) supra.

Hemm ukoll il-permess PA/02164/19 li bih tista' tinbena l-arja ta' fuq il-fond odjern (*To alter existing stairwell and level 4, and proposed new additional dwelling at level 5*), sottomess minn terzi.

Ma kienu identifikati ebda avvizi ta' infurzar fuq ebda parti mill-fond innifsu.

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## 8. KONKLUŻJONIJIET U VALUR TAL-PROPRJETÀ

Wara li kkunsidra l-punti elenkati fis-suespost, kif ukoll wara li ttieħed kont tal-andament tas-suq fejn jidhlu proprjetajiet ta' dan it-tip; meta jiġi kkunsidrat il-kobor u l-pożizzjoni tal-fond,

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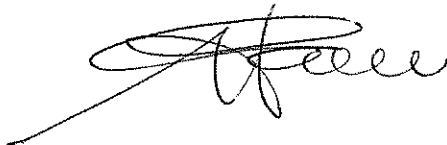
<sup>1</sup> <https://pamapservers.pa.org.mt/>

sabiex jasal għall-valur lokatizju tal-fond in eżami l-esponent qed jistma l-valur fis-suq tal-proprjetà mertu tal-kawża, libera u franka, fid-data tal-aċċess, **fl-ammont ta' mitejn u hamsa u tletin elf ewro (EUR 235,000).**

### Notament ġenerali

Il-prezz preżenti tas-suq huwa ekwivalenti għall-*market value*<sup>2</sup>. Dan ir-rapport huwa intiż għall-użu indikat hawn fuq biss. L-esponent ma jaċċetta ebda responsabbiltà jekk din ir-relazzjoni tiġi użata għal skop oltre dak indikat u jiddikjara li ma kellu ebda kunflitt ta' interess fid-data tal-valutazzjoni.

Daqstant l-esponent għandu l-unur umilment jissottometti għall-interpretazzjoni u l-ġudizzju ta' din l-Onorabbli Qorti u jiddikjara li fedelment qeda l-inkarigu lilu mogħti bl-aħjar abbiltà tiegħu.



ALEXEI PACE

Perit Arkitett u Inġinier Ċivili

22 JUN 2022

Alexei Pace.

Annalise Spiteri  
Deputat Registratur  
Qorti ta' Ġustizzja (Malta)

<sup>2</sup> Market Value: "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." European Valuation Standards 2009, TEGOVA.

**Dok AP01**

**Fil-Prim'Awla tal-Qorti Ċivili**

**26/2022**

**BANK OF VALLETTA plc  
(C2833)**

**vs**

**JOSHUA MIFSUD ET**

Aċċess 01

30 ta' Mejju 2022

Aċċess qed jinżamm fil-fond penthouse fil-blokka Dusfim Court, fi Triq  
San Ġwann tal-Ghorghar, San Ġwann.

Għall-aċċess hawn preżenti l-intimat mhux assistit.

Il-Perit tekniku aċċeda fil-partijiet kollha tal-fond fejn ra l-ambjenti  
kollha li jiffurmaw l-istess fond mertu ta' din il-kawża.

Il-Perit tekniku ha qisien tal-kmamar kif ukoll xi ritratti.

Tant għandu x'jissottometti l-esponent.

Perit Alexei Pace



~~DOK. A.~~  
DOK. A.

Today, twenty sixth day of May of the year two thousand and ten (26.05.2010)

Act Number  
216

Loan, Sale  
and  
Reduction

Enrolled  
9510/2010  
(15.06.2010)

Before me **Doctor of Laws Bartolomeo Micallef**, a Notary Public in Malta, duly admitted and sworn, have personally appeared duly identified by me by means of the herein mentioned official documents:

Of the First Part:

Michael Falzon, advocate, son of the late Moses and Carmela nee Said, born in Pieta and residing at l-Iklin, holder of identity card number 747161 (M), who is appearing hereon, for and in representation of the **Bank of Valletta p.l.c.** duly authorised to appear hereon, hereinafter referred to as "the Bank".

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(GPP)

Of the Second Part:

Joshua Mifsud, an employee, a son of Francis and of Maria Lourdes nee Farrugia, born in Saint Julians and residing at Birzebbugia ( identity Card Number:- 205478 (M)); and together with him, Maria Dolores Sant, an unmarried daughter of Carmelo Sant and of Josephine nee Cutajar, born in Pieta and residing at Birzebbugia ( Identity Card Number:- 367284 (M), jointly and severally between them, hereinafter referred to as "*the Customers*" or "*the Purchasers*" as the case may be.

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8781/2010  
Corrected  
by  
10433/2010  
(BOV Bank)

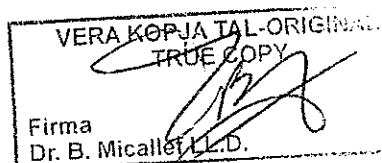
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Of the Third Part:

Godwin Mifsud, in business, a son of the late Francis Mifsud and of Josephine nee Agius, born in Paola and residing at Madliena, limits of Swieqi, ( Identity card number: 830857 (M)); who appears hereon, for and on behalf of the limited liability company "Margod Investments Limited" - ( company registration number:- C-13,369) as having its postal address at "Sedora Farmhouse", number 49, Madliena Road, Madliena, and this as duly authorized in virtue of the Memorandum And Articles of Association of the said limited liability company; hereinafter referred to as "*the Vendor Company*".

#### Loan:

Whereas the Customers, have requested the Bank to grant them on loan the sum of one hundred and fifteen thousand Euro (€115,000), so that they may purchase the immovable described in the second part of this deed and as security the Customers have offered the Bank a **General Hypothec** and a **Special Hypothec** on the said immovable, over and above the **Special Privilege** competent to the Bank on the same immovable in terms of law, as stated hereunder.



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

Notwithstanding any other provision contained in the sanction letter and/or this deed of loan, in so far as costs payable by the Customers are concerned, where the Customers do not effect repayment as agreed, where the Customers are in default, or where the Customers are otherwise in breach of any of their obligations or any of the conditions of the sanction letter and/or deed of loan, the Bank may increase the interest rate by a maximum rate of three per cent (3%) per annum, on the full loan amount without giving the Customers notice.

The Customers may at any time fully repay the loan and all interest accrued up to the date of repayment. In the event that the Customers request to do so, the Bank shall calculate the exact amount which is due from the Customers at the time of the Customers' request. Depending on the time of the early full repayment, the exact amount which the Customers will repay may be lower than the total amount repayable to the Bank had Customers not effected such early full repayment.

However, in the case of early repayment, no refund is given of one-time fees such as processing and legal fees. In addition, the Bank reserves the right to charge an early repayment fee. This fee covers the costs of the Bank associated with having agreed to make a sum of money available to the Customers for a long period of time. During the first three (3) years of the loan, the Customers are permitted to effect additional payments up to 10% of the agreed monthly repayment. An early repayment fee of 3% will be imposed on any other additional payments made.

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

- (a) in the event of changes in market conditions, or in banking practice;
- (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 customers are in breach of this deed, or are 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;

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TRUE COPY  
Firma  
Dr. B. Micallef L.L.D.

(g) the Customers suspend payments of their debts or are unable, or admit inability to pay their debts as they fall due, or commence negotiations with one or more of their 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 their creditors generally, or as a class of creditors, or proceedings are commenced in relation to the Customers under any law, regulation or procedure relating to the reconstruction of debts; or

(h) the Customers take any action or any legal proceedings are started or other steps taken for:

(i) the Customers to be adjudicated or found bankrupt or insolvent; or

(ii) the winding up or dissolution of the Customers; or

(iii) the appointment of a liquidator, curator, administrator or similar officer of the Customers; or

(i) the Customers suspend, or cease, or threaten to suspend or to cease to carry on their 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 Customers is 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 customers allow and/or recognise any transfer of their shares or any change of their ownership and/or in any other manner whatsoever allow the control of the Customers 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/s whether through the ownership of capital, by contract or otherwise; or

(l) it becomes unlawful at any time for the Customers to perform all or any of their obligations under this deed; or

(m) the Customers repudiate, or do, or cause, or permit to be done any act or thing evidencing an intention to repudiate this deed; or

(n) there occurs in the opinion of the Bank, a material adverse change in the financial condition of the Customers; or

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Dr. B. Micallef L.L.D.



(6) From an official search affected in the Land Registry (Form E) it results that the above described property is situated in a Land Registration area.

The Bank and the Customers agree that the Bank shall be entitled to make and/or to follow any application in the Land Registry for the registration of the said property and/or for the registration of the charge/s constituted thereon in virtue of this deed, and this as the Bank may deem necessary and this at the Customers' expense.

(7) The Customers acknowledge that the Bank has obtained legal advice on the title to the property acquired on this deed, for the purpose of effecting its risk assessment of the lending. The Customers are not relying on the Bank's decision to lend, as proof of title of the property being acquired/hypothecated.

(8) The conditions of 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.

#### Sale:

In virtue of this second part of the deed the Vendor Company hereby sells, transfers and conveys unto the Purchasers, who accept, purchase and acquire the apartment / penthouse, internally marked with the number four (4), situated at the fourth floor level of a block of apartments named "Dusfim" ( hereinafter referred to as 'the block'), situated in San Gwann Tal-Gharghar Street, at San Gwann, as built the said block on the site formerly occupied by the house officially numbered fourteen (14), situated in the said street, with all its rights and appurtenances, however as excluding its overlying airspace. The said property is being transferred, as including the right of use of all the common parts and common services of the block, including the main doorway, entrance hall, and fixtures and fittings therein; lift, lift shaft, landings, interior shafts, stairs, staircase and stairwell, drains and drainage systems and all other common areas, services and items in general in the block which are intended to be used in common by all the owners of the apartments in the said block, which said right of use shall form an integral part of the Apartment / Penthouse, and shall be freely transferable to third parties. This provided, however, that the roof and airspace of the said block shall not form part of the common parts, and the purchaser /s shall only enjoy the rights of use specified hereunder.

The Block and Apartment / Penthouse are bounded on the east by the said street, and on the south and west by property of the successors in title of Alexander Grech.

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Carmel Micallef LL.D.

- (3) Vendor Company warrants that the property is being sold with the vacant possession guaranteed and not subject to any right in favour of third parties.
- (4) The property is being sold in the state it exists today, and as seen by the purchasers.
- (5) Vendor Company guarantees that the purchasers shall not be liable to pay nor shall they be entitled to receive any payments regarding party walls.
- (6) Legal fees and expenses for this deed are to be borne by the purchasers.
- (7) Vendor Company warrants that the premises being transferred in virtue of this deed is covered with the necessary building permits issued by the competent authorities and road, drainage and asphaltting contributions have all been paid.
- (8) Vendor Company warrants that the said immovable is not effected by an expropriation order issued by the competent authorities, nor are they aware of an intent to expropriate issued by the competent authorities.
- (9) Purchasers bind themselves, and their successors in title, to become members of the relevant Owners' Association of the Block in terms of The Condominium Act.
- (10) The purchasers and their successors in title, and their tenants, shall not leave any personal effects in, nor in any other way obstruct, the areas intended for common use.
- (11) The said Apartment / Penthouse is to be used solely for residential purposes. Provided that the purchasers may lease out the said property for residential purposes.
- (12) The purchasers shall retain at all times, both the colour scheme and the style of the façade, in conformity with the other apartments in the block.
- (13) The vendor company shall pay all water and electricity bills for rentals and consumption, up to contract date, that is today.
- (14) Capital Gains' Tax shall be paid by the vendor company
- (15) The purchasers and their successors in title, may not keep in the apartment, or in the areas intended for common use, any reptiles, dogs or pigeons. Save for the aforementioned, the purchasers and their successors in title may keep pets in the apartment ( but not in the common areas ), as long as these shall not constitute a nuisance to the other residents in the block.

VERA KOPJAAL-ORIGINAL  
TRUE COPY  
Firma  
Dr. B. Micallef LL.D.

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.

Finally, and in this third part hereof, there also presently appears:

Paula Mifsud Bonnici, advocate, daughter of Dottor Antoine Mifsud Bonnici and Rose nee' Fava, born in St Julians and residing at tal-Virtu, limiti tar-Rabat, Malta, holder of identity card number 6173(M), who is appearing hereon, for and on behalf of HSBC Bank Malta p.l.c., and this as duly authorised.

And in virtue of this third part hereof, appearer

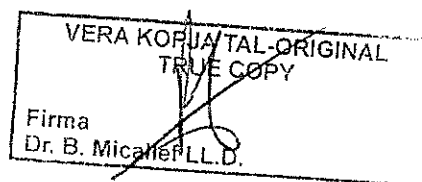
Nomine is hereby waiving all rights arising in its favour and registered against the said vendor company, from over the said property being transferred hereon, and this as arising from a deed of loan in the records of Notary Doctor Andre Farrugia dated the eighteenth day of June of the year two thousand and nine ( 18/6/2009), and this as duly secured by note of hypothec bearing number:- nine thousand three hundred and twenty seven of the year two thousand and nine ( I-9327/2009).

Saving the said waiver, the said note is to remain as firm and unimpaired.

Done, read and published, after due explanation by me in terms of law, in Malta, Valletta, Saint George's Square, at the Legal Office of the Bank at number one stroke five (1/5).

Signed: Michael Falzon  
Joshua Mifsud  
Maria Dolores Sant  
Godwin Mifsud  
Paula Mifsud Bonnici

Notary Doctor Bartolomeo Micallef  
Notary Public, Malta





# IT-TMIEN SKEDA

|  |  |
|--|--|
| <b>KARATTERISTIĊI FIŻIĊI TAL-PROPJETA' IMMOBBILI</b> |  |
| Lokalita'  | SAN GIVANN   |
| Indirizz   | FLAT 4 'DUSFIM COURT'<br>TRIQ SAN GIVANN<br>TAL-GHORGHAR |
| Qies tal-Binja kollha trasferita *                   | 109 m <sup>2</sup>                                       |

|   |   |
|---|---|
| <b>IMMARKA FEJN APPLIKABBLI</b> (Imma kaxxa wahda f'kull kaz minbarra fejn indikat mod ieħor) |   |
| Tip ta' Propjeta'   | <input type="checkbox"/> Villa <input type="checkbox"/> Semi-Detached <input type="checkbox"/> Bungalow <input type="checkbox"/> Flat/Appartment<br><input checked="" type="checkbox"/> Penthouse <input type="checkbox"/> Mezzanin <input type="checkbox"/> Maisonette <input type="checkbox"/> Farmhouse<br><input type="checkbox"/> Terraced House <input type="checkbox"/> Terran |
| Kemm ilha mibnija   | <input checked="" type="checkbox"/> 0-20 sena <input type="checkbox"/> Aktar minn 20 sena <input type="checkbox"/> Qabel it-Tieni Gwerra  |
| Il-Madwar   | <input type="checkbox"/> Veduta tal-baħar <input type="checkbox"/> Veduta tal-kampanja <input checked="" type="checkbox"/> Urbana   |
| Ambjent   | <input type="checkbox"/> Zona kwietta <input checked="" type="checkbox"/> Zona Traffikuża <input type="checkbox"/> Zona ta' divertiment <input type="checkbox"/> Zona Industrijali  |
| Stat ta' Kostruzzjoni   | <input type="checkbox"/> Ġebel u saqaf <input type="checkbox"/> Nofs Lest** <input checked="" type="checkbox"/> Lest***   |
| Kundizzjoni   | <input type="checkbox"/> Tajjeb <input checked="" type="checkbox"/> Adekwat <input type="checkbox"/> Hażin  |
| Facilitajiet<br><small>Tista' tinnmarka aktar minn wahda</small>                              | <input type="checkbox"/> Bil-Ġnien <input type="checkbox"/> Bil-Pool <input checked="" type="checkbox"/> Bil-lift <input type="checkbox"/> Bil-Basement<br><input checked="" type="checkbox"/> Bla Garaxx <input type="checkbox"/> Garaxx karożza wahda <input type="checkbox"/> Garaxx żewġ karożzi <input type="checkbox"/> Garaxx ta' aktar karożzi                                |
| Arja  | <input type="checkbox"/> Bi-arja tiegħu <input checked="" type="checkbox"/> Mingħajr l-arja <input type="checkbox"/> Bi-arja ma' terzi  |

\* Jinkludi l-artijiet kollha u għonja imma jinkludi sulari addizzjonali, soqfa u washrooms

\*\*\* Jinkludi tikkil, elettriku, ilma u madum

\*\* Jinkludi \*\* kif ukoll kmamar tal-banju u aperturi

|                    |                   |                  |   |
|--------------------|-------------------|------------------|---|
| Data:              | 22 TA' ĠUNJU 2022 | Firma tal-Perit: |   |
| Numru tal-Warrant: | 513               | Timbru:          | <b>Perit ALEXEI PACE</b><br>B.E.&A.(Hons), M.Sc.(Melit.), EUR ING<br>WARRANT NUMBER 513 |

123 Triq Mad-Dingli, Ir-Rabat RBT 9023, Malta.  
Mob: 79256505 Email: perit@alexeipace.eu

Mr Joshua Mifsud

Date: 19 December 2018

Our Ref: RG/02849/18

Application Number: **RG/02849/18**

Application Type: Regularisation of Development Inside Development Zone (which may include CTB Concession)

Date Received: 27 June 2018

Approved Documents: RG 2849/18/1A/1C/1D/10A

Location: Flat 5, Dusfim Court, San Gwann Tal-Ghorghar, San Gwann, Malta

Proposal: To regularise receeded dwelling as built.

### **Development Planning Act, 2016**

#### **Regularisation Permission**

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

1. a) In terms of Article 72(3) of the Development Planning Act (2016), the execution and validity of this permission are automatically temporarily suspended and the development permission may not be utilised before the lapse of the time period established in Article 13 of the Environment and Planning Review Tribunal Act and, subsequently, will remain so suspended if the Tribunal so decides in accordance with the Environment and Planning Review Tribunal Act.  
  
b) This development permission is valid for a period of FIVE YEARS from the date of publication of the decision in the press but will cease to be valid if the permission is not utilised by the end of this validity period.  
  
c) A Commencement Notice is to be submitted to the Planning Authority, by the perit on behalf of the applicant, at least FIVE DAYS prior to the date of utilisation of the permission. **If the applicant fails to submit the Commencement Notice or the Commencement Notice submitted is invalid, the relative permission shall be considered as never having been utilised - Article 72(4) of the Development Planning Act (2016).**



- d) This regularisation permission relates only to the development as specifically indicated on the approved drawings. This permission does not regularise any other illegal development that may exist on the site, nor does it grant any consent whatsoever to carry out any further development.
- e) 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.
- f) 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 regularisation permission as null and void.
- g) This regularisation permission does not remove or replace the need to obtain the consent of the land/building owner to this development. 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 Commissioner of Land and/or Government Property Department.
- h) This regularisation permission is granted saving third party rights and shall not be deemed to confer any proprietary rights or any title whatsoever over the existing development to which the same permission relates.
- i) This regularisation 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, as required by any law or regulation.
- j) If the development hereby approved is modified (i.e. altered, extended, removed or redeveloped), the eventual development on site must conform to all the plans, policies and regulations applicable at that time.
- k) This regularisation permission does not authorise any storage of substances listed in the Occupational Health and Safety Authority (Cap. 424) – Control of Major Accident Hazards Regulations, 2003, as amended, in quantities that would render this site an establishment within the scope of these regulations. The storage and handling of said substances may require a new development permission in line with current policies and regulations.
- l) For any non-residential uses hereby being approved, or any eventual permitted change of use, the applicant shall be required to contact the Environment and Resources Authority to obtain any necessary operational permit or registration. This requirement does not apply to Class 2B, 2C, 4A and 4B uses as listed in the Development Planning (Use Classes) Order 2014, or its subsequent amendments.
- m) The applicant is required to comply with any obligations emanating from any other relevant legislation, codes or standards.
- n) This regularisation does not constitute an amendment to the official building alignment, and if applicable, total redevelopment shall be subject to retain within the official building alignment.

2. Any replacement of aluminium apertures/balconies on the facade in the future shall be carried out using a suitable material and colour excluding gold, silver or bronze aluminium; and which respects more the character and urban design of the streetscape.

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.

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 regularisation permission as null and void. This regularisation 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, as required by any law or regulation.

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

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

***This decision is being published on 16 January 2019.***

Claudine Faure  
Secretary Planning Commission (Regularisation Permissions)

RG/02849/18

## **Notes to Applicant and Perit**

### **Right for appeal**

You have a right to submit an appeal, against the decision, to the Environment and Planning Review Tribunal in terms of Article 13 of the Environment and Planning Review Tribunal Act, 2016.

### **Time limits**

Requests for appeals must be made within 30 days from the publication of the decision notification in the local press as required by regulation 14(1) of Legal Notice 162 of 2016, Regulation 77 of Development Act and Regulation 5(5) of LN285 of 16.

### **Fees to submit a request for appeal**

A fee is to be paid which should accompany the request for the appeal. The fee is calculated as follows:

For appeal - 5% of DPF (Development Permit Fee) paid in respect of the original application, subject to a minimum of €150 + €50 administrative fee (LN 112 of 2016).

### **Submission of request for appeal**

With regards to appeal request, as required by Article 13 of the Environment and Planning Review Tribunal Act, 2016, the submission must include the detailed grounds for appeal and the requests being made by the appellant. Appeals must be submitted physically at the offices of the Environment and Planning Review Tribunal, St. Francis Ditch, Floriana.



## **Important Notice**

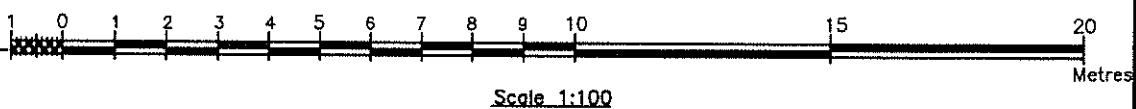
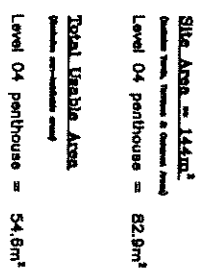
**In view of the provisions of Article 72(4) of the Development Planning Act (2016), a Commencement Notice is to be submitted to the Planning Authority, by the perit on behalf of the applicant, at least FIVE DAYS prior to the date of utilisation of the permission. Failure to submit the Commencement Notice or the Commencement Notice submitted is invalid, the relative permission shall be considered as never having been utilised.**

-DocRGDCNEndorsed-

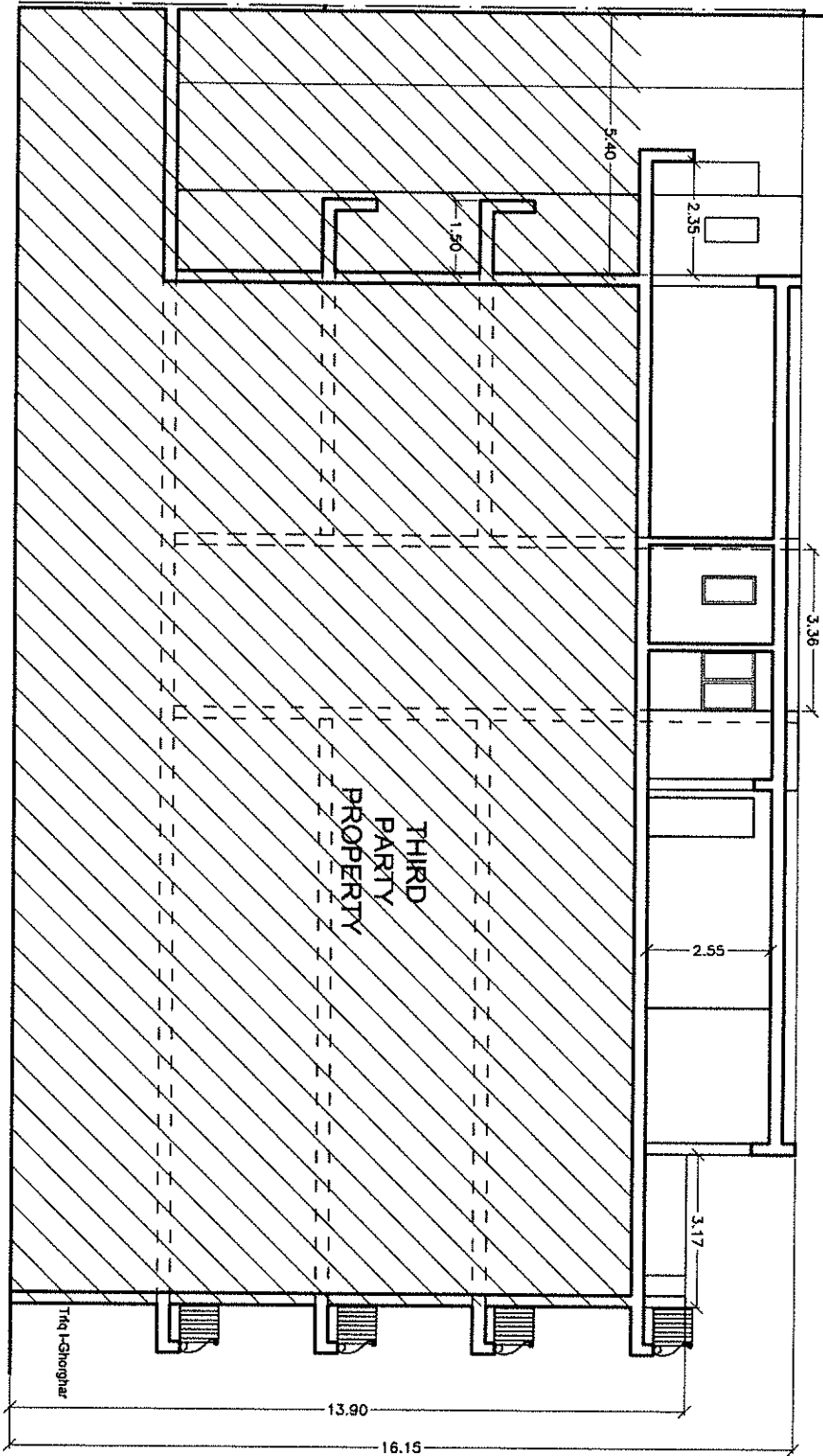


St. Francis Ravellin, Floriania.  
Tel: +356 2290 0000, Fax: +356 2290 2295  
[www.pa.org.mt](http://www.pa.org.mt), [mappingshop@pa.org.mt](mailto:mappingshop@pa.org.mt)

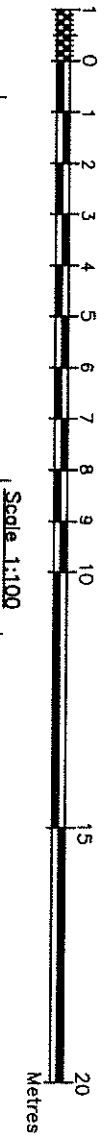
**Date Printed: 10/9/2018**



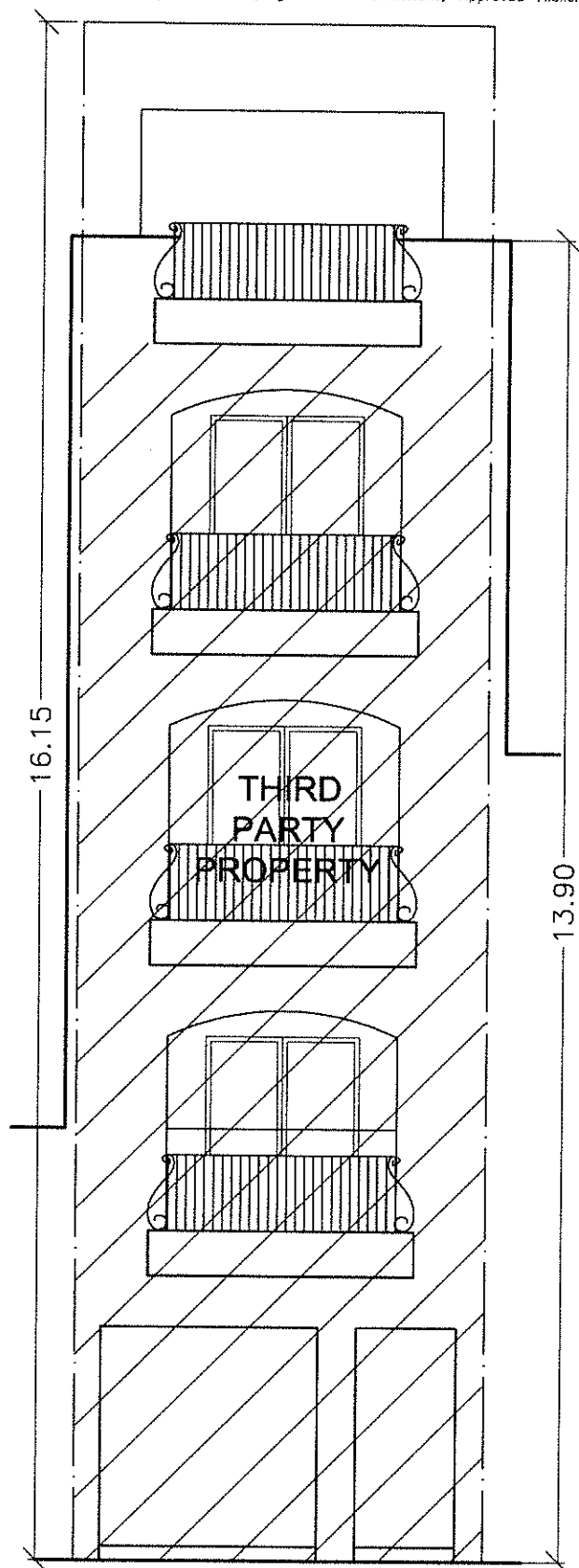
| Rev.       | Description                             | Date |
|------------|---|------|
|            | architect & civil engineer              |      |
|            | office 44 N. Dear St. Dear, Tenn. 38301 |      |
|            | <b>job :</b> The 1-storygar. San Geron  |      |
|            | <b>descr:</b> Plans                     |      |
| scale      | : L:100                                 |      |
| sheet      | : Mr.                                   |      |
| drawn by : | M.C.                                    |      |
| date       | : 20/06/2018                            |      |
| total      | 7                                       |      |
|            | 3                                       |      |
|            | <b>file:</b>                            |      |
|            | 04:012                                  |      |



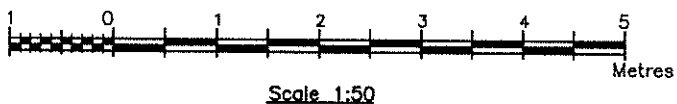
SECTION 01  
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| Ref. | Description | Date |
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| 2    | Regulation  |      |
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| 100  | Regulation  |      |



# **ELEVATION** AS EXISTING

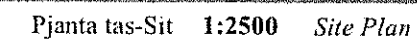
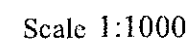


## **Finishes.**

- Facade in Light Brown Graffiato.
- Apertures in Aluminium.

*(Handwritten signature)*

| Rev.   | Description     | Date       |
|--|-----------------|------------|
| 1  | a. fenech vella | 20/06/2018 |
| architect & civil engineer                                       |                 |            |
| office 45, 7 <sup>a</sup> Edif. San Feliu, Mollet, tel: 91340090 |                 |            |
| job : Regularisation   |                 |            |
| Trig 1-Ghorghar, San Gwann                                       |                 |            |
| desc: Elevation  |                 |            |
| scale  | : 1:50          | file:      |
| client   | : Mr.           | 3 3        |
| drawn by   | : M.C.          | 04:012     |
| date   | : 20/06/2018    |            |



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



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

Timbru tal-Perit:  
Architect's Stamp:

**Perit ALEXEI PACE**  
B.E.&A.(Hons), M.Sc.(Melit.),EUR ING  
WARRANT NUMBER 513  
123 Triq Had-Dingli, Ir-Rabat RBT 9023, Malta.  
Mob: 79256505 Email: perit@alexeipace.eu

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

LR 275275

Dritt innehållas  
*Fee Paid*

Alexei Pace  
123  
Triq Had-Dingli  
Rabat  
RBT 9023  
Malta

## Cash Sale

25/05/2022

262725E

No of Copies 1

Fee Per Site Plan €6.00

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Total €6.00  
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Land Registration Agency  
116, Casa Bolino  
Triq il-Punent  
Il-Belt Valletta  
VLT 1535

Tel: +356 21239777, 25904700

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

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





MaltaPost p.l.c.  
135, Triq l-Arcisqof, Va  
Postal Museum  
Tel: (+356) 21224421  
EXO No: EX0947  
VAT No: MT15114134  
TII No: ---

MUS001880S 20 May 2022 15:39:15  
USER: ACH523  
Contact Name: CASH SALE CLIENT  
Vat Number: NA

Sale Number: MUS0016754B

#### Local Post

Weight: 0.010 kg  
Quantity: 1  
Service: Letter  
Price: 2.80  
Stamps Affixed: N/A

Paid: E €2.80

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

Paid: E €2.80

Track & Trace Barcodes:  
RR426978801MT  
RR426978815MT

Grand Total: €5.60

Total Tendered: 10.00  
Cash Tendered: 10.00

Change: €4.40

VAT Analysis €

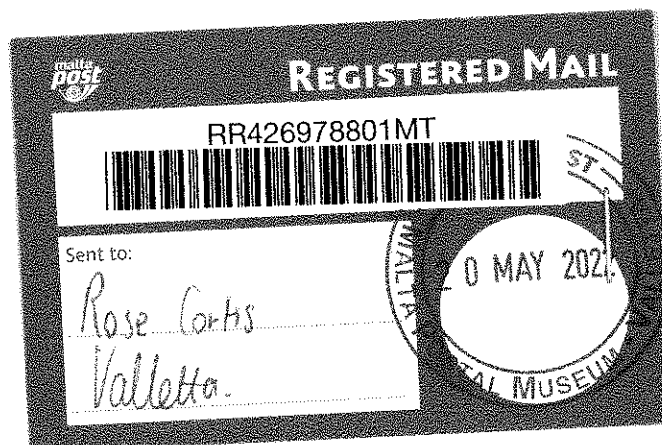
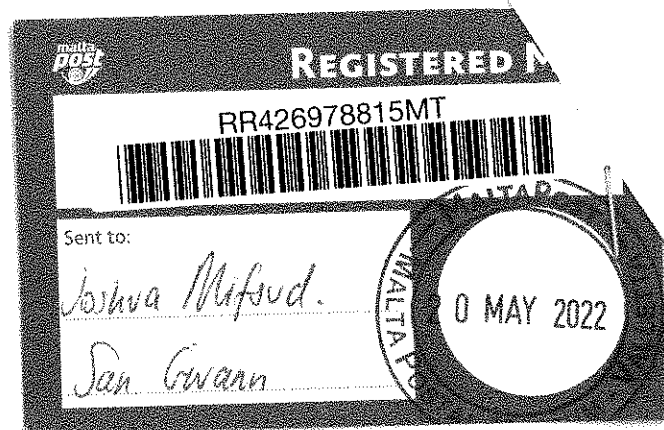
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| Reduced        | R 5%  | 0.00 |
| Exempt         | E 0%  | 5.60 |
| Non-Vatable NV | 0%    | 0.00 |

VAT Paid: €0.00



\*MUS0016754B\*

Receipt is invalid if  
cheque is dishonoured.  
This is a non-fiscal Proforma invoice  
for payments against Local Purchase Orders



SUBASTA

26/2022 BOV vs.  
JOSHUA MIFSUD ET.