



Damian Vella Lenicker B.E. & A. (Hons)
Architect and Civil Engineer

Warrant No. 384
VAT No: 16747123 MT

IBAN: MT20VALL22013000000017308057010

Our Ref: LC 01/2023

Your Ref: Subbasta 42/2022

30 ta' Ġunju 2023

INVOICE

Pagament dovut lill-Perit Tekniku li gie 'mqabba mill-Qorti Civili Prim Awla f'Atti ta' Subbasta

Subbasta Nru 42/2022 – HSBC Bank Malta Plc. vs Dr. Mario Caruana et noe

A	Servizzi professionali:	Tariff K Ref:	
1	Aċċess (l-ewwel siegħa)	Art.16 (b)(i)	€32.00
	Access (hin addizzjonali)	Art.16 (b)(ii)	€24.00
2	Trasport għall-Aċċess	Art.15 (e)(i)	€6.99
3	Typing (17 il-paġna)	Art.15 (e)(ii)	€11.90
4	Kopji/stampar (17 in No.) A4	Art.15 (e)(ii)	€11.19
	(4 in No.) A3		€5.60
5	Pjanti (3 in No.) A4	Art.2	€75.00
6	Ittri/Notifiki	Art. 15 (e)(iii)	€2.80
7	Xogħol relatat mal-Pjanta tar-Registru tal-Artijiet		€50.00
8	Valutazzjoni tal-Propjeta	Art.6(b)	€1590.00
9		Sub-total Fees (1 sa 9)	€1807.39
10		VAT b'rata ta' 18%	€325.33
11		Total Fees professionali inkluz il-VAT (9+10)	€2132.72
B	Spejjeż		
12		Xiri tal-Pjanta tar-Registru tal-Artijiet*	€6.00
C	Total dovut – Spejjeż, Fees Professionali u taxxa appikabbli (11+12)		€2136.72


Perit D. Vella Lenicker A.&C.E.

Payment may be settled by cheque or electronic transaction
A Fiscal Receipt will be provided upon settlement
*Land Registry receipt attached

Dettalji ta' kif inhadem il-kont

- 1 – Durata tal-Aċċess kien ta' siegħa w nofs hekk kif rifless fil-*Minuti* (Doc 6),
- 2 – L-Aċċess sar f'occażjoni waħda,
- 3 – Jinkludi il-*'Covering Letter'*, ir-*Rapport*, l-*Istima* u r-*Rapport fil-Qosor*, ir-*Rikors* u l-*Minuti tal-Aċċess*,
- 4 – Jinkludi Ir-ritratti (Doc 10) u 'l-Estratti mill-Pjan lokali (*sbatax* A4) u l-Pjanti tal-Pjan Lokali (*erba* - A3), (Doc 12)
- 5 – Jinkludi It-tliett pjanti indikattivi (tlieta A4) tas-sular terran, l-ewwel u t-tieni sulari rispettivament (Dok 14),
- 6 – Jinkludi zewg notifiċi (b'email) liz-zewg kuraturi draw l-Aċċess (Doc 5),
- 7 – Identifikazzjoni u immarkar tal-fond fuq pjanta tar-Registru tal-Artijiet (Doc 11)
- 8 – Mahdum fuq il-Valur stmat ta €530,000 skond Art.6(b)
- 12 – Ircevuta tar-Registru tal-Artijiet annessa

Damian Vella Lenicker

22/6

St. Gabriel Street,

Balzan

BZN 1720

Malta

Cash Sale

22/09/2022

276667E

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

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

Tel: +356 21239777, 25904700

Email: enquirieslandregistry@gov.mt

www.landregistryplans.gov.mt



Our Ref: LC 01/22
Your Ref: SUBB 42/2022

Data: 30 ta' Ġunju 2023

FIL-PRIM AWLA TAL-QORTI ĊIVILI
S.T.O Prim Imhaħħlef. Onor. M. Chetcuti LLD

Fl-Atti tal-bgħejh bl-irkant Nru. 42/2022
Fl-ismijiet:

HSBC Bank Malta Plc.

vs

Dr. Mario Caruana et noe



Ħatra tal-Perit Damian Vella Lenicker bħala 'Espert' fl-atti tas-Subbasta Nru. 42/2022

Jesponi bir-rispett:

Illi permezz ta'digriet ta'din l-Onorabbli Qorti, mingħajr data, (*hawnhekk anness bħala 'Doc 1'*), l-esponent ġie maħtur bħala 'Espert' tal-Qorti u nkarigat sabiex jagħmel deskrizzjoni tal-fond indikat fl-atti ta din is-subbasta u jgħati stima tal-valur.

Illi l-inkartament mgħotija mill Qorti (*hawnhekk anness bħala 'Doc 13'*), jagħmel riferenza għall-fond deskritt bħala 'il-fond mingħajr isem u b'numru uffiċjali mitejn, tlieta w'erbgħin (243) fi Triq il-Kbira, Mosta, bid-drittijiet u l-pertinenzi kolla tiegħu, inkluża l-arja'.

Illi peres illi l-intimati debituri kienu assenti minn Malta, il-Qorti appuntat, permess ta digriet (*hawnhekk annessi bħala Doc 2*) lil Avukat Dr. Mario Caruana u l-Procuratur Legali Gillian Muscat, bħala kuraturi b'risposta għal rikors sottomess mis-soċjeta azzjonista.

Illi l-inkartament mgħotija mill Qorti ma kienet tinkludi ebda infurmazzjoni (*ħlief l-isimijiet*) dwar il-kuraturi appuntati u meta l-esponent inrrexxielu jikseb tali dettalji mighand terzi u jagħmel kuntatt magħhom, dawn ifurmawh li lanqas kienu ġew mgħarrfa dwar il-ħatra tagħhom f'dan ir-rwol u l-esponent kellu jibgħatilhom kopja tal-inkartament sabiex jinfurmaw ruħhom dwar il-każ.

Illi sossegwentiment, l-esponent issottometta rikors fil-25 ta' Ottubru (*hawnhekk anness bħala Dok 3*) jitlob l-awtorizzazzjoni tal-Qorti sabiex isir aċċess bi żgass fil-fond imsemmi u sabiex jiġi estiż iż-żmien mgħoti biex jissottometti r-rapport.

Illi r-risposta tal-Qorti għar-rikors ssottomessa mill-esponent qatt ma nbgħatitlu u l-esponent sar jaf bir-risposta biss f'Marzu meta irċeva telefonata mingħand il-Marixxall tal-Qorti, u kien kostrett jirrikorri fiżikament f'l-ufficju tas-subbasta u jitlob li jingħata kopja (*hawnhekk annessa bħala Dok 4*).

Illi saru l-arrangamenti neċessarji, għet fissata d-data tal-aċċess bi' żgass (*19 ta' April 2023*) u ġew infurmati l-kuraturi permezz ta notifika b'l-email (*hawnhekk annessi bħala Doc 5*) u dawn ikkonfirmaw b'risposta (*hawnhekk anness ma' Doc 5*) illi irċewew l-istess-notifika.

Illi dakinhar tal-aċċess, kienu preżenti rappreżentanti tas-soċjeta azzjonista, HSBC Bank Malta plc., il-Pulizija, u l-Marixxall tal-Qorti, iżda l-ebda mill-kuraturi ma kien preżenti, dan kif rifless fil-minuti tal-aċċess (*hawnhekk annessi bħala Dok 6*).

Illi waqt l-aċċess ġie innotat illi l-fond ma kellu ebda numru mal-bieb u l-bibien tal-propjetaiet adjaċenti dehru li kienu ibiddlu f'xi eżercizzju ta '*door numbering*', għaldaqstant huwa maħsub illi il-fond ingħata n-numru 219 f'l-eżercizzju ta '*door numbering*', hekk kif rifless fil-minuti tal-aċċess (*hawnhekk annessi bħala Dok 6*).

Illi l-esponent għamel l-aċċess fil-fond imsemmi u hejja r-rapport iddettaljat tiegħu (*hawnhekk anness bħala Doc B*) li jagħmel deskrizzjoni tal-fond jiddiskrivi l-pizijiet relevanti u jgħati stima tal-valur.


Illi l-esponent għabar fil qosor, l-elementi essenzjali tar-rapport għawn fuq imsemmi u dan huwa anness għawn bħala 'Doc A'.

Għaldaqstant, l-esponent jitlob bir-rispett lil din l-Onorabbli Qorti biex tilqa d-dokumenti ippreżentati u tipproċedi kif jidrilha skond il-fatti imesmmija.


Perit Damian Vella Lenicker A.&C.E.
Architect and Civil Engineer

Dokumenti Annessi:

- 'Doc A' - Deskrizzjoni u stima fil-Qosor
- 'Doc B' - Rapport dwar l-aċċess u Valutazzjoni
- 'Doc 1' - Ittra ta hatra bħala 'Espert tal-Qorti'
- 'Doc 2' - Hatra ta l-Kuraturi
- 'Doc 3' - Rikors għall-aċċess bi' żgass
- 'Doc 4' - Awtorizzazzjoni għall-Aċċess bi' żgass
- 'Doc 5' - Notifika lill-Kuraturi u konferma
- 'Doc 6' - Minuti tal-Aċċess
- 'Doc 7' - L-ahhar Trasferiment tal-Propjeta (*Atti tan-Nutar A. Coruana*)
- 'Doc 8' - Survey Sheet tas-sena 1968 (*parti*)
- 'Doc 9' - Pjanti Approvati f' PA 06262/08
- 'Doc 10' - Ritratti tal-Fond
- 'Doc 11' - Pjanta tar-Registru tal-Artijiet
- 'Doc 12' - Estratti mill-Central Malta Local Plan
- 'Doc 13' - Dokumenti tal-Qorti (*Enkarta*)
- 'Doc 14' - Pjanti Indikattivi tal-Fond
- 'Doc 15' - CFR Skeda 8


Perit Damian Vella Lenicker A.&C.E.
Architect & Civil Engineer
Warrant No: 384

VALUTAZZJONI TA' PROPJETA IMMOBBLI

Rif: Subbasta 42/2022

Fond bin-numru 243,
fi Triq il-Kbira, Mosta, Malta



Ġunju 2023

DOC A
Summary of Report



Damian Vella Lenicker B.E. & A. (Hons)
Architect and Civil Engineer

Warrant No. 384
VAT No: 16747123 MT

RAPPORT FIL-QOSOR DWAR PROPJETA IMMOBBLI

DATA: 30 ta' Ġunju 2023

INDIRIZZ: Fond mingħajr isem u bin-numru 243, fi Triq il-Kbira, Mosta, bid-drittijiet u l-pertinenzi kolla tiegħu, inkluża l-arja.

DESKRIZZJONI: Dar tat-tip 'townhouse' fuq tliett sulari, b'aċċess dirett minn Triq il-Kbira.

RIFERENZA: Subbasta 42/2022 (Prim Awla tal-Qorti Civili – Malta)

AZZJONISTI: HSBC Bank Malta Plc.

INTIMATI: Marcel Philip Ellis (ID 372293M) u Wannapha Ellis (ID42749A)

DATA TAL-ACCESS: 19 ta' April 2023

Osservazzjonijiet

Kien innotat illi:

Il-propjeta hija ta natura residenzjali, tat-tip mgħaruf bħala *Townhouse* u hija mqassma fuq tliett sulari. Parti mill-propjeta' fuq il-faccata mat-triq u li testendi sa' n-naħa ta wara tappartjieni għal terzi fil-livell terran. Filwaqt illi 'l-bini għandu biṥha interna, m'hemm ebda biṥha ta' wara. Fil-livell terran, hlief għall-intrata, l-indana li tgħati għat-taraġ u kamra zghira wara l-biṥha interna, m'hemm ebda spazju jew kmamar *per se* li huma utili għal skopijiet residenzjali.

Il-fond ma kellu ebda numru mal-bieb u n-numri tal bibien tal-propjetajiet adjaċenti deħru li kienu inbidldu f'xi eżercizzju ta 'door numbering' riċenti peress illi ma kienux ikomplu man-numru tal-fond in kwistjoni (243). Għaldaqstant huwa maħsub illi n-numru tal-fond li qabel kien innumerat 243 ingħata n-numru gdid ta 219 f'l-istess eżercizzju.


Perez illi fil-passat kienu bdew xi xoghlijiet fuq il-post li inkludew ukoll modifiċi struttruali iżda dawn ma tlestewx u l-bini thalla fi stat prekarju b'diversi kmamar mingħajr saqaf, estenzjonijiet, inklużi taraġ li ma nbnewx u l-post kollu mingħajr aperturi hlief għall-bieb prinċipali li jgħati għat-triq. Għaldaqstant, il-bini m'huwix abitabbli u lanqas jista jiġi deskritt bħala post fi stat ta 'ġebel u saqaf'.

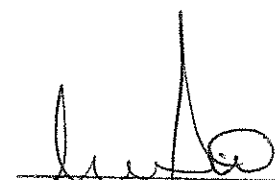
Mill-atti tan-Nutar A. Caruana (hawnhekk annessi bħala Doc 7), jirrizulta illi il-fond għandu servizz ta drenagg komuni ma terzi, igawdi l-użu ta 'shaft' li tappartjeni għal terzi u għandu servitu' ta twieqi fil-livell ta l-ewwel u t-tieni sulari li jħarsu fuq biħtha ta wara li ukoll tappartjeni għal terzi. Għajr is-servizz ta drenagg, ma kienu innotati ebda servizzi oħra installati fil-fond.

Il-permess PA 06262/08 li inkiseb fuq il-fond kien jinkludi l-bini tat-tieni sular shiħ fuq il-fond kollu flimkien ma bini tat-tielet sular irtirat lura mill-faċċata. Minn dawn inbena biss parti mit-tieni sular u għad iridu jsiru xi soqfa ta l-ewwel sular sabiex tiġi iffurmata l-art f'partijiet mit-tieni sular. Madankollu, il-permess in kwistjoni ilu li skada u sabiex jitkomplew ix-xogħlijiet, irid jinkiseb permess ieħor mill-ġdid.

F'l-istat preżenti li jinstab fiħ, il-fond għandu bżonn investiment sostanzjali sabiex isiru ix-xogħlijiet neċessarji, kemm fit-tkomplija ta' kostruzzjoni kif ukoll xogħol ta' finishes u 'ninstallazzjoni ta' servizzi, sabiex isir abitabbli.

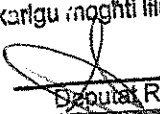
Meta wiehed jikkonsidra l-istat preżenti tal-fond, l-investiment li għandu bżonn biex ikun jista jintuża u l-andament kurrenti fis-suq tal-propjeta, il-fond huwa stmat illi għandu valur ta' €530,000 (Hames mija w'tliet in elf Euro).


Perit D. Vella Lenicker A&C.E.
Warrant No. 384


Carina Abdilla
Deputat Registratur

10 JUL 2023

Ilum _____
Ippreżentata minn Perit D. Vella Lenicker
bla dok/b Kmista dokumenti
(15)

Ilum: <u>28 ta' Lulju, 2023</u>
Deher Il-Perit Locali / Tekniku: <u>D. Vella Lenicker</u>
Li ware li ddikjara li tħallas l-ammont li dovut. hales/halfet li qada/qdiot fedelment u onestament l-inkarigu mogħti lilu/ha.
 Deputat Registratur

DOC B

Valuation and Report



Perit Damian Vella Lenicker
Warrant No. 384

No.22, Apt. 6, St. Gabriel Street,
Balzan BZN 1720

Mob: (+356) 99871115
Email: damian.vella.lenicker@gmail.com

30 ta' Ġunju 2023

Rif: Subb. 42/2022

Stima Peritali tal-Valur

Fond: Propjeta bin-Numru 243*, fi Triq il-Kbira, Mosta

Is-sottoskritt gie mahtur bhala 'Espert tal-Qorti' fl-atti tal-Mandat tal-Qbid ta' Hwejjeg Immobbli Nru.42/2022 sabiex ihejji deskrizzjoni tal-fond li jikkonsisti f'propjeta residenzjali fuq tlett sulari, bin-numru 243 u li jinstab fi Triq il-Kbira, fil-Mosta u sabiex ifisser il-pizijiet, kirjiet u jeddijiet ohra, sew reali kemm personali, jekk ikun hemm, li ghalihom dan il-fond huwa soggett, kif ukoll l-ahhar trasferiment tieghu, skond l-informazzjoni u l-inkartament migbura mill-Qorti, kif deskritt fir-rapport anness. Is-sottoskritt gie mahtur sabiex jaghti ukoll stima tal-valur fis-suq tal-fond imsemmi.

Is-sottoskritt wasal ghall-valur hawn taht imesmmi abbaži tal-fatti u l-kunsiderazzjonijiet kollha imsemmija fir-rapport anness.

Fuq il-bazi ta dawn il-fatti u kunsiderazzjonijiet, il-kundizzjoni u l-istat li kienet tinstab fiha l-propjeta, kif ukoll tenut tas-sitwazzjoni kurrenti li tinstab fiha s-suq tal-propjeta, huwa stmat illi il-fond imsemmi ghandu valur ta' €530,000 (*Hames mija w tliet in elf Euro*).



Perit Damian Vella Lenicker
Warrant No. 384

Anness: Rapport ta'Valutazzjoni

**Aktarx mibdul ghan-numru 219 – Irreferi ghal Doc 6 – Minuti tal-Access*

30 ta' Ġunju 2023

Rif: Subbasta 42/2022

Rapport ta' Valutazzjoni

- 1 Klijent** Prim Awla tal-Qorti Civili, Malta
- 2 Indirizz tal-Fond** Bini bin-numru 243*, fi Triq il-Kbira, Mosta
**(aktarx mibdul għan-numru 219 – irreferi għal Doc 6 – Minuti tal-Access)*
- 3 Sid u Trasferiment tal-propjeta** Skond l-informazzjoni fl-inkartament ipprovduta mill-Qorti, l-aħħar trasferiment tal-fond sar fil-6 ta' Ġunju 2008 f'l-atti tan-Nutar Dr. A. Caruana (*hawnhekk annessi bħala Doc 7*) fejn il-kumpraturi huma indikati bħala Marcel Philip Ellis tenut tal-karta tal-identita Nru. 0372293 (M) *in solidum* flimkien ma' martu Wannapha Ellis tenuta tal-passaport Nru. 768290.
- 4 Bażi tal-Valutazzjoni**

Dan ir-rapport iwassal għal stima tal-valur fis-suq (*Market Value*) tal-fond, kif defenit fid-Direttiva tal-Kunsill Ewropew 2006/48/EC u cioe':

"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 fuq imsemmi, il-valur indikat f'dan ir-rapport huwa meqjus bħala l-aħjar prezz in fondi likwidi li huwa raġonevolment mistenni li jinkiseb mill-bgħejh tal-propjeta' mingħajr kundizzjonijiet, fid-data ta din il-valutazzjoni u a bażi ta dawn il-premissi:

 - a) il-bgħejh tal-fond ma kienx sfurzat,
 - b) qabel id-data tal-valutazzjoni, tħalla perjodu raġunevoli biex isir riklamar dwar il-bgħejh tal-fond, għan-negozjar u qbil dwar il-prezz, it-termini tal-bgħejh u l-konklużjoni tal-bgħejh,
 - c) is-sitwazzjoni tas-suq, in-natura ta'valuri tal-propjeta u cirkostanzi oħra relevanti kienu, fid-data li jsir il-kuntratt tal-bgħejh, l-istess bħal dawk fid-data tal-valutazzjoni,
 - d) it-titlu tal-fond jista jigi stabbilit u l-fond m'huwiex soġġett għal xi restrizzjonijiet inużwali jew onerużi, jew għal xi dejn,
 - e) il-fond m'huwiex soġġett għal xi Notifiki Statutorji u kemm il-fond kif ukoll l-użu tiegħu, eżistenti jew intenzjonati fil-futur, jikkonformaw mal-kundizzjonijiet statutorji u dawk fil-permessi rilevanti,
 - f) Il-fond m'għandux difetti moħbija u l-materjali li ntużaw fil-kostruzzjoni (*jekk applikabbli*), kienu ta' kwalita tajba,

g) Il-kundizzjoni tal-fond gie stabbilit minn spezzjoni vizwali biss u sakemm mhux indikat mod iehor fir-rapport u f'tali kaz f'l-estent specifikat biss, dawk il-partijiet tal-fond li kienu mgħottija, inesperti jew mhux aċċessibbli ma ġewx spezzjonati, u l-ebda testijiet ma saru fuqhom biex jiġi stabbilit jekk għandhom xi difett jew iehor, u għalhekk, il-valutazzjoni tassumi li jekk isir studju strutturali jew testijiet fuq il-fond ma jirrizultawx difetti serji li jistgħu iwasslu għal spejjeż sostanzjali u straordinarji.

5 Kundizzjonijiet Speċjali

Dan ir-rapport huwa kunfidenzjali għall-klijent imsemmi hawn fuq u gie ppreparat għall-iskop specifiku imsemmi għhawn taht. Jista' jiġi rreferit lill-esperti li qed jgħinu lill-klijent għall-istess skop, iżda ebda persuna jew entita' oħra. Ir-rapport jew partijiet minnu, ma jistgħux jiġu ppublikati mingħajr il-kunsens bil-miktub tas-sottoskritt.

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

It-titlu tal-fond ma ġiex investigat oltre l-informazzjoni fl-inkartament mgħotija mill-Qorti u tali investigazzjonijiet ma jiffurmawx parti mill-iskop ta' dan ir-rapport.

6 Aċċess

L-aċċess fil-fond sar *bi zgass* nhar id-19 ta' April 2023 fid-disgħa w nofs (0930hrs) ta' filgħodu, wara li sar Rikors (*hawnhekk anness bhala Doc 3*) u nkiseb l-awtorizzazzjoni mill-Qorti (*hawnhekk anness bhala Doc 4*) u fil-prezenza tal-Marixxall ta' l-istess Qorti, ufficjali tal-Pulizija u rapprezentanti tas-socjeta' azzjonista kif indikat fil-*Minuti tal-Access*, (*hawnhekk annessi bhala 'Doc 6'*).

7 Skop

L-iskop tal-ispezzjoni u r-rapport huwa biex tingħata deskrizzjoni tal-fond imsemmi u l-istat li jinstab fihi u biex issir stima tal-valur fuq is-suq ta' tali fond għall-finijiet ta' Mandat ta' Qbid ta' Hwejjeg Immobbli.

8 Deskrizzjoni Generali

Tipologija:

Il-fond jikkonsisti f'bini residenzjali imqassam fuq tliett sulari, aċċessibbli mill-bieb principali fil-livell tat-triq. Skond l-inkartament mgħoti mill-qorti, il-fond kellu 'n-numru 243, fi Triq il-Kbira, Mosta, iżda gie innotat illi n-numri tal-bibien fi Triq il-Kbira ma kienux ikompli ma dak tal-fond in kwistjoni u aktarx inbiddu f'xi eżercizzju ta' *'door numbering'* riċenti hekk kif spjegat fil-minuti tal-aċċess (*hawnhekk annessi bhala Doc 6*) għaldaqstant, huwa maħsub illi l-fond ingħata n-numru ġdid ta' 219.

Il-fond huwa konfinanti mill-Lvant, il-Punent u t-Tramuntana ma propjeta ta' terzi u min-Nofsinhar ma Triq il-Kbira fejn għandhu l-faccata mat-triq hekk kif muri fir-ritratti tal-fond (*hawnhekk annessi bhala Doc 10*) u l-pjanta tar-Registru tal-Artijiet (*hawnhekk anness bhala 'Doc 11'*).

Kostruzzjoni:

L-istruttura tal-fond tikkonsisti f'hitan interni u esterni tal-gebla tal-franka, li fuqhom iserrhu soqfa magħmulin minn xorok fuq travi f'ċerti postijiet tal-injam u f'postijiet oħra tal-hadid.

9 Titlu

Skond l-atti tan-Nutar Dr. A. Caruana, inkluz ma l-inkartament miġbur mill-Qorti, (*Annessi bhala Doc 7*), il-fond gie trasferit lill-intimati nhar is-6 ta' Ġunju, 2008 fi stat liberu w hieles (*free and unencumbered*) u m'hemm ebda ċens applikabbli.

10 Użu jew okkupazzjoni

Fid-data tal- aċċess, gie 'nnutat illi l-fond kien abbandunat u ma kienx fi stat abitabbli peress illi kienu inbdew diversi xoghlijiet strutturali u dawn qatt ma kienu tlestew, bir-riżultat illi ċerti partijiet mill-bini ma kienux aċċessibbli jew kienu perikolużi.

11 Awtorita' Lokali

Kunsill Lokali – Mosta

12 L-Inhawwi tal-madwar

Il- fond jinstab fuq triq principali fiż-żona għall-iżvilupp fil-konfini tal UCA u l-Village Core fin-naha tal-Punent tal-Mosta u viċin iċ-ċentru kummerċjali tal-lokalita. Il-binjiet tal-madwar kienu jikkonsistu f'diversi hwienet fil-livell tat-triq, flimkien ma propjeta residenzjali sovrastanti. Għalkemm diversi minnhom sarulhom alterazzjonijiet matul iz-zminijiet, fil-maġġoranza tagħhom jidhru li nbnew qabel jew f'it wara t-tieni gwerra dinjija. Kien hemm ukoll xi binjiet individwali, inkluz il-fond in kwistjoni, li kienu aktar antik i u li huwa maħsub illi jmorru lura għas-seklu dasatax. Minhabba l-eta tal-bini il-permess l-originali ta meta nbena il-fond ma kienx disponibbli. Mir-ritratti meħudin mill-ajru u mis-'*Survey Sheet*' tas-sena 1968 (hawnhekk anness bhala Doc 8) fuq is-sit elettroniku tal-Awtorita tal-Ippjanar, gie stabbilit illi l-fond inbena qabel is-sena 1968.

13 Toroq

Il-fond għandu l-faċċata u l-entratura fuq Triq il-Kbira li hija triq principali. Dan huwa miksi bl-asfalt u fi kundizzjoni tajba, inkluz b'sistema ta dwal tat-triq (*street lighting*).

14 Is-Sit*Konfini:*

Il- fond huwa konfinanti mill-Lvant, il-Punent u mit-Tramuntana ma propjeta ta terzi u mit-Tramuntana ma Triq il-Kbira fejn għandu l-faċċata u l-entratura. Huwa imqassam fuq tliett sulari, u jinkludi l-arja. Parti mill-fond huwa parzjalment sottopost minn propjeta ta terzi fil-livell terran, hekk kuf muri fil-pjanta tar-Registru tal-Artijiet (hawnhekk anness bhala Doc 11).

Karatteristiċi Fiziċi

Is-sit fejn huwa mibni l-fond imsemmi jinstab fuq art relattivament ċatta. Ma saret ebda investigazzjoni dwar in-natura tas-sottosuol jew il-livell tal-blat 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-prezenza ta' fissuri, il-prezenza ta' tafal, jew ta' kontaminazzjoni jew kondizzjonijiet simili illi jistgħu ikollhom impatt fuq il-valur tal-propjeta'. Il-fond għandu faċċata ta 9.6 m fuq Triq il-Kbira iżda fil-livell terran, 6.5m mill-faċċata tappartjieni għal terzi.

Servituijiet:

Il-Fond huwa soġġett għal dawk is-servituijiet naxxenti b'mod naturali mill-posizzjoni tiegħu parzjalment sovrastanti għal propjetjiet ta terzi fis-sular terran li jinkludu wkoll il-mogħdija ta katusi u servizzi li jservu l-propjeta sottostanti mill-bitha interna li tifforma parti mill-fond u s-sistema tad-drenagg li hija komuni. Il-fond igawdi ukoll dritt ta uzu ta '*shaft*' li hija kontigua mal-fond u liema '*shaft*' tappartjieni għat-terzi u fil-livell ta l-ewwel u t't-tieni sular għandu twieqi fuq in-naħa ta wara li jharsu fuq bitha ta terzi fil-pjan terran. Dawn is-servituijiet huma riflessi u spjegati f'l-atti tan-Nutar A. Caruana (*hawnhekk annessi bħala Doc 7*).

15 Partijiet Komuni

Il-fond imsemmi jinkludi sehem indiviż tal-ħitan tal-appoġġ, flimkien mal-propjetajiet adjaċenti kif ukoll sehem indiviż tas-saqaf tal-fond sottostanti (*li jappartjieni għal-terzi*) li jokkupa parti mis-sular terran.

16 Akkomodazzjoni

Ma sar ebda kejl preciz (*survey*) tal-fond peress illi dan ma kienx parti mill-iskop ta' dan ir-rapport u lanqas tal-ħatra mill-Qorti. Sar kejl superficjali sabiex jigi indikat il-fond fuq il-pjanta tar-Reġistru tal-Artijiet, (*hawnhekk anness bħala Doc 11*). Il-fond għandu kejl superficjali ta 56.5 metri kwadri fis-sular terran u kejl superficjali ta 132.4 metri kwadri f'l-ewwel u t-tieni sulari. Il-kejl jinkludi wkoll nofs il-wisgħa tal-appoġġi komuni, liema appoġġi ittiedu b'wisgħa totali ta' 0.230m.

Peress illi kienu nbdew xogħlijiet strutturali fil-fond iżda dawn ġew abbandunati u qatt ma tlestew, inkluż il-bini ta' xi soqfa fl-ewwel sular u li jiffurmaw l-art tat-tieni sular, il-fond lanqas jista jigi kkunsidrat li huwa fi stat ta *gebel u saqaf*. Għaldaqstant fl-istat prezenti tal-fond, ma kienx possibbli illi wiehed jagħti rendikont tad-diversi kmamar u l-użu intezjonat tagħhom.

17 Kunsiderazzjonijiet ta' l-ippjanar

Il-fond jaqa taħt ir-rekwiżiti tal-Pjan Lokali – *Central Malta Local Plan* ippublikata mill-Awtorita tal-Ippjanar u jinstab fil-periferija tal-Punent tal-*Urban Conservation Area* tal-Mosta f'parti identifikata bħala '*Primary Town Centre*' u zona residenzjali. Minbarra dan, il-fond għandu appoġġ min-naħa ta wara ma zona identifikata bħala *Strategic Open Gap*. Dan jirrizulta mill-*Policy Map MOM 2* (*hawnhekk anness bħala Doc 12*) parti integrali tal-istess Pjan Lokali.

Skond il-*Building Heights Limitations Map* – MOM 06, (*hawnhekk anness bħala Doc 12*), il-fond jinstab f'zona fejn jistgħu jinbnew tliet sulari shaħ u sular irtriat.

Il-fond huwa soġġett għall-*policies* CG 06 (*Building Height Limitations*), CG 07 (*Residential Areas – permitted uses*), CG09

(*Urban Conservation Areas*) u CG 12 (*Town Centres – permitted uses*), (*hawnhekk annnessi bħala Doc 12*).

Iż-żona identifikata bħala *Strategic Open Gap* fuq wara tal-fond hija sogġetta għall-policy CG 25, (*hawnhekk annness bħala Doc 12*).

18 Permessi tal-Ippanar

Minhabba l-eta tal-fond, il-permess l-originali ta meta inbena ma kienx disponibbli. Mir-riċerka fis-sistema elettronika tal-Ippjanar – *E-Apps* instab illi kienu inkisbu diversi permessi mill-Awtorita tal-Ippjanar relatati mal-fond imsemmi hekk kif imiss:

PA 02085/00 – *To change part of a house into a bookshop, application includes changing of dangerous roofs.*

PA 06262/08 – *Alterations and additions to existing residence and restoration of façade*

PA 04769/10 – *Restoration of the statue of the Assumption*

PA 02211/15 – *Change of use from Class 4B retail outlet to Class 4D fast food outlet, including internal and external alterations and fixing of signage*

PA 10111/18 – *Restoration of street shrine.*

Peress illi parti mill-fond fis-sular terran huwa propjeta ta' terzi u peress illi l-istatwa fuq il-faċċata maħsuba li taqa taħt il-proviżjonijiet ta wirt kulturali, min dawn il-permessi huwa biss PA 06262/08 li jirrigwarda l-fond imsemmi. Il-permess imsemmi inkiseb min *Marcel Philip Ellis* li huwa wieħed mill-intimati u jkopri diversi xogħlijiet ta'tibdil intern u kostruzzjoni fil-livell tat-tieni sular. Minkejja dan, ix-xogħol li jwassal għat-tibdiliet li kienu approvati fil-pjanti tal-imsemmi permess, kienu ġew abbandunati u l-istat preżenti tal-fond la m'huwa rifless fil-pjanti *eziztenti* kif approvati u lanqas fil-pjanti *proposti* approvati bħala parti mill-istess permess. Huwa innotat ukoll illi l-imsemmi permess huwa skadut.

Apparti dan, mir-riċerka li saret fuq is-sistema tal-Awtorita tal-Ippjanar, ma ġew identifikati ebda notifiċi ta' nfurzar maħruġa fuq il-fond imsemmi u ma kienu innotati ebda kontravvenzjonijiet serji. Għaldaqstant huwa iddikjarat illi kwalunkwe kontravvenzjoni li tista teżisti hija ta' natura minuri u tista tiġi ssanzjonata jew titneħħa mingħajr spejjeż straordinarji.

19 Kunsiderazzjonijiet Statutorji

Huwa rrakomandat illi s-servitujiet rilevanti u l-kundizzjonijiet marbuta magħhom hekk kif jirriżultaw mill-Atti tan-Nutar A. Caruana (*hawnhekk annnessi bħala Doc 7*) u kif elenkati f'Artiklu 14 u 15 ta' dan ir-rapport, jiġu ddokumentati u riflessi fil-kuntratt tal-bejgħ.

20 Kundizzjoni tal-Fond

Kif spjegat f'atrikli preċedenti, ix-xogħlijiet koperti fil-permess miksub fuq il-fond, jiġifieri PA 06262/08, kienu ġew abbandunati u qatt ma tlestew. B'riżultat ta dan, diversi partijiet mill-fond, speċjalment fit-tieni sular lanqas huma aċċessibbli għax m'hemmx l-art jew it-taraġ fil-post. Ma kienu innotati ebda

finishes jew servizzi eżistenti fil-fond. Minhabba dan, lanqas jista jingħad illi l-fond huwa fi'stat ta' *'ġebel u saqaf'* u sabiex jiġi deskritt b'dan il-mod iridu jittkomplew u jitlestew ix-xogħlijiet strutturali u l-kostruzzjoni li ġew abbandunati. Għaldaqstant, il-fond jista jġi deskritt biss bħala *'sit ta' kostruzzjoni'* fejn ix-xogħlijiet strutturali flimkien max-xogħlijiet ta' *finishes* u nstallazzjoni tas-servizzi għad iridu jitlestew.

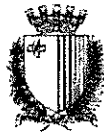
Huwa stmat illi biex jitlestew ix-xogħlijiet ta' kostruzzjoni, jiġu nstallati l-*finishes* u s-servizzi biex irendu l-fond abitabbli, hemm bżonn ta' investiment sostanzjali ta madwar €120,000 u dan ma jinkludix il-bini u x-xogħlijiet fil-livell tat-tielet sular hekk kif ikkontemplati fil-proposti approvati fil-permess PA 06262/08, li llum huwa skadut.

21 Servizzi u *Finishes*

Hekk kif elenkat f' l-artiklu preċedenti, ma kienu innotati ebda *finishes* jew servizzi installati fil-fond iżda mill-Atti tan-Nutar A. Caruana (*hawnhekk annessi bħala Doc 7*), jirrizulta illi hemm servizz tad-drenagg illi huwa komuni ma' terzi.

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Fil-Prim Awla' tal-Qorti Ċivili

Fl-Atti tas-Subbasta Nru.42/22

HSBC Bank Malta plc

Vs

Dr Mario Caruana et noe

Lill: Perit Damian 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 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 mil-11 ta' Awwissu, 2022 'l quddiem filwaqt illi mgharraf illi ghandek sal-11 ta' Ottubru, 2022 sabiex tipprezenta r-rapport dettaljat tieghek.

Marvic Farrugia
Deputat Registratur



Fil-Prim Awla' tal-Qorti Ċivili

Fl-Atti tas-Subbasta Nru: 42/22

HSBC Bank Malta plc

Vs

Dr Mario Caruana et noe

Ir-Registratur,

A tenur ta' digriet moghti fil-Prim' Awla, Qorti Ċivili datat 4 ta' Awwissu, 2022

Qieghed jappunta lill-Perit Arkitett Damian Vella Lenicker bhala esport biex jagħmel deskrizzjoni tal-fond u jfisser il-piżijiet, kirjiet u jeddiet oħra, sew reali kemm personali, jekk ikun hemm, li għalihom dan il-fond jew fondi ikun suġġett, kif ukoll l-aħħar trasferiment tiegħu, skont l-informazzjoni li jkun ha mill-kreditur jew mid-debitur.

Qieghed jappunta lil Andrew Zaffarese bhala irkantaur sabiex imexxi l-irkant.

Illum, 10 ta' Awwissu, 2022

Maryic Farrugia
Deputat Registratur

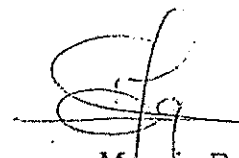
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SUBBASTA NRU. 42/22

B'Digriet mogħti fil-Prim Awla tal-Qorti Ċivili fl-erbgha ta' Awwissu, tas-sena elfejn tnejn u għoxrin (04/08/2022), fuq rikors ta' HSBC Bank Malta plc bin-numru tar-registrazzjoni numru C3177 gie ordnat il-bejgħ bl-irkant;

Il-fond bin-numru uffiċjali mitejn tlieta u erbghin (243), fi Triq il-Kbira, Mosta, bl-arja inkluza u bil-pertinenti kollha tagħha, libera u franka. Il-propjeta għandha s-sistema ta' dranagg in komuni ma terzi, u dan kif aħjar deskritt fl-att tan-nutar Annalise Caruana tas-6 ta' Ġunju 2008.

Din il-propjeta' tappartjeni lil Marcel Philip Ellis bin Stephen u Myriam Teresa mwieled l-Ingilterra detentur tal-karta tal-identita' 372293M u Whannapa Ellis nee' Sangkao detentriċi tal-karta tal-identita' 42749A u tal-passport bin-numru N768290 dettalji u partikolarijiet oħra mhux magħrufa u b'digrieti tat-tlieta u għoxrin ta' Frar tas-sena elfejn wiehed u għoxrin (23.02. 2021) u tat-tnejn u għoxrin ta' Ġunju tas-sena elfejn wiehed u għoxrin (22.06.2021) ġew nominati Dr. Mario Caruana u PL Gillian Muscat bħala kuraturi deputati għall-assenti.

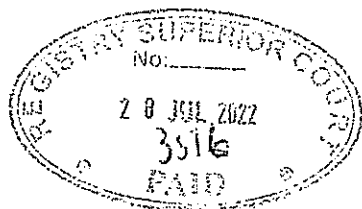


Marvic Farrugia
Deputat Registratur

10 AUG 2022



Fil-Qorti Civili Prim Awla



Fl-atti tas-Subbasta /2022

HSBC Bank Malta p.l.c.
(C3177)

Vs

Kuraturi Deputati sabiex
jirrapprezentaw lill-assenti
Marcel Philip Ellis (KI
372293M) u Wannapha Ellis
(KI 42749A u detentrici tal-
passaport numru N 768290)

Rikors tas-socjeta` HSBC Bank Malta plc;

Li permezz tieghu titlob lil dina l-Onorabbli Qorti tikkonferma, in kwantu wkoll dawn l-atti, lil
Dr Mario Caruana u PL Gillian Muscat bhala kuraturi tal-assenti konjugi Ellis kif gja degretat
fis-sentenza tal-15 ta' Dicembru 2021 (kopja annessa bhala Dok A mar-rikors promotur), li
abbazi taghha l-bank qed jintavola dawn il-proceduri.

Avv. Ralph Agius Fernandez
32, Triq il-Merkanti, Valletta

P.L.D. Sullivan, L.P.
Legal Procurator

Esponenti: 32, Triq il-Merkanti, Valletta

P.L. D. Sullivan

(1)
11.5

DOC 3 – RIKORS TAL-PERIT GHALL AĊĊESS BI ZGASS

25 ta' Ottubru 2022

F'l-Atti tal-bejgħ b'l-Irkant Nru. 42/2022

F'l-ismijiet:

HSBC Bank Malta Plc.

vs

Dr. Mario Caruana *et noe*
(*kuratur*)

Rikors tal-Perit Damian Vella Lenicker

Jesponi bir-rispett:

Illi permezz ta' digriet ta' din l-Onorabbli Qorti, l-esponent gie maħtur bħala *Esperit tal-Qorti* u 'nkarigat sabiex jagħmel spezzjoni, jagħti deskrizzjoni u jagħmel stima tal-valur tal-fond *bin-numru ufficjali, mitejn u tlieta w erbghin (243) fi' Triq il-Kbira, Mosta*;

Illi f'l-imsemmi digriet, l-esponent ingħata sal-11 ta' Ottubru 2022 sabiex jagħmel aċċess fil-fond imsemmi, jagħti stima tal-valur u jippreżenta ir-rapport tiegħu;

Illi peres illi l-*intimati* kienu assenti, din l-Onorabbli Qorti kienet appuntat lill-Avukat Dr. Mario Caruana u l-Prokuratur Legali Gillian Muscat bħala *kuraturi* permezz tad-digriet tat-23 ta' Frar 2021 u tat-22 ta' Ġunju 2021;

Illi l-esponent ma ngħata ebda dettalji tal-socjeta azzjonista jew tal-kuraturi appuntati (*ħlief l-ismijiet rispettivi*) sabiex ikun jista jagħmel kuntatt jew jikkorrespon di ma'l-partijiet involuti;

Illi meta irnexxielhu jagħmel kuntatt mas-socjeta azzjonista (HSBC Bank Malta Plc) lanqas dawn ma kellhom fil-pussess tagħhom dettalji dwar il-kuraturi appuntati mill-Qorti;

Illi meta l-esponent irnexxielhu jagħmel kuntatt ma wiehed mill-kuraturi, Dr. Mario Caruana, dan infurmaħ li lanqas kien gie mgħarraf illi kien appuntat kuratur ma kienx irċieva l-inkartament relatat;

Illi peres illi l-intimati huma assenti u 'l-kuratur appuntat m'huwiex f'pussess ta'l-informazzjoni meħtieġa dwar il-kaz u lanqas m'huma disponibbli iċ-ċwieviet tal-post, l-access ma kienx possibli u minhabba dan, l-esponent ma kienx f'qagħda illi jagħmel stima tal-valur jew ilesti r-rapport relatat;

Għaldaqstant, din l-Onorabbli Qorti qed tintalab bir-rispett sabiex:

- a) Testendi ż-żmien biex jiġu 'ppreżentati r-rapport u l-istima tal-valur.
- b) Tawtorizza *aċċess bi zgass* sabiex tkun tista ssir spezzjoni tal-fond imsemmi
- c) Tagħmel disponibbli ir-riżorċi tal-Qorti necessarji sabiex isir l-*aċċess bi zgass*.



Perit D. Vella Lenicker
Warrant No. 384
22/6 St. Gabriel Street, Balzan BZN 1720
Tel: 99871115 Email: damian.vella.lenicker@gmail.com

c.c. Dr. Avv. M. Caruana (*kuratur*)
LP. G. Muscat (*kuratur*)
Ms. S. Ebejer - HSBC Bank Malta Plc.

DOC 4 – AWTORIZZAZZJONI TAL-QORTI GHALL AĊĊESS BI ZGASS

Fil-Prim'Awla tal-Qorti Ċivili

S.T.O Prim Imhallef. Onor Mark Chetcuti LL.D.

**Fl-atti tal-bejgh bl-irkant numru
42/22**

fl-ismijiet:

HSBC Bank Malta Plc.

vs

Dr. Mario Caruana et noe (kuratur)

Il-Qorti,

Rat ir-rikors;

Tilqa' it-talba u tordna li jsir acces bi sgass bl-assistenza tal-Pulizija u Marixxal tal-Qorti u testendi z-zmien biex jigi prezentat ir-rapport sal-ahhar ta' April 2023.

Illum, 11 ta' Jannar, 2023.

**Marvic Farrugia
Deputat Registratur**

Fil-Prim'Awla tal-Qorti Ċivili

S.T.O Prim Imhallef. Onor Mark Chetcuti LL.D.

**Fl-atti tal-bejgh bl-irkant numru
42/22**

fl-ismijiet:

HSBC Bank Malta Plc.

vs

Dr. Mario Caruana et noe

Il-Qorti,

Rat ir-rikors tal-HSBC tal-20 ta' Ottubru, 2022 li gie ghand il-Qorti Illum.

Tilqa' it-talba u tirreferi għad-digriet tal-lum stess magħmul fuq ir-rikors tal-Perit
Damian Vella Lenicker.

Illum, 11 ta' Jannar, 2023.

Marvic Farrugia
Deputat Registratur

From: Perit Damian Vella Lenicker
Sent: 03 April 2023 13:53
To: Dr Mario Caruana LL.D.; Gillian Muscat
Cc: sina.ebejer@hsbc.com; Gillian Muscat <gillian@krisborg.com>
Subject: RE: Subbasta 42/2022
Importance: High

Doc. Avv. M. Caruana
L.P. G. MUscat

Dear Dr. Caruana, LP. Gillian Muscat,

Reference is made to the subjoined email wherein you were notified as *Court-appointed Curators* for Subbasta 42/2022 of the date and time set for the '*Access bi sgass*' in relation to the property at No. 243, Triq il-Kbira, Mosta.

Your kind acknowledgement and confirmation of receipt of the notification is kindly solicited as this needs to be included in the documentation forming part of the subsequent Report for the Court.

Regards

Perit D. Vella Lenicker

Damian Vella Lenicker B.E.&A. (Hons)
Architect and Civil Engineer - Warrant No. 384
Tel: (+356) 99871115
Email: damian.vella.lenicker@gmail.com

Sent from Mail for Windows

From: Damian Vella Lenicker
Sent: 30 March 2023 13:34
To: Dr Mario Caruana LL.D.
Cc: sina.ebejer@hsbc.com; Gillian Muscat <gillian@krisborg.com>
Subject: Re: Subbasta 42/2022

Dear Colleagues,

Reference is made to the *Rikors* submitted by the undersigned to the Law Courts requesting authorization for a '*forced entry*' and an extension of time (*copy attached*) in relation to *Subbasta* 42/2022 which refers to the property at No. 243, Triq il-Kbira, Mosta and for which you were appointed as Curators by the Courts.

Please be informed that a response to the *Rikors* had been issued by the presiding judge in the second week of January 2023. Unfortunately, the court registry/subbasta office neglected to advise the parties involved. The response only came to my attention through word of mouth by the *Court Bailiff (Marixxa)* recently and the document was only obtained by the undersigned after going the *Subbasta* office in person to secure a copy, a digital version of which is also attached for your information and records.

Following further consultations with the HSBC Legal Office, whose officials undertook to make the necessary arrangements for the 'forced entry' and subsequent inspection, please be informed also that the date and time set for the *Access* is 19th April 2023 at 0930hrs. Your presence at the indicated address on the said date and at the appointed time is kindly solicited.

Regards

Perit D. Vella Lenicker

Damian Vella Lenicker B.E.&A. (Hons)
Architect and Civil Engineer - Warrant No. 384
Tel: (+356) 99871115
Email: damian.vella.lenicker@gmail.com

On Thu, 27 Oct 2022 at 14:55, Dr Mario Caruana LL.D. <dr.mario.caruana@gmail.com> wrote:

Thank you.

On Thu, 27 Oct 2022 at 12:34, Perit Damian Vella Lenicker <damian.vella.lenicker@gmail.com> wrote:

Dear all,

Further to my (subjoined) email of yesterday wherein I attached a copy of the *Rikors* made in connection with Subbasta 42/2022, please be advised that I have been directed by Ms. Marvic Farrugia at the *Subbasta* office to re-submit the document without a (Law Courts) letterhead bearing the name of the presiding Judge.

I have done so and am attaching the correct document for your records and perusal. Please discard the document sent yesterday.

Regards

Perit D. Vella Lenicker

From: Dr Mario Caruana LL.D.
Sent: 05 April 2023 16:08
To: Perit Damian Vella Lenicker
Cc: Gillian Muscat
Subject: Re: Subbasta 42/2022

Dear Perit

I too confirm receipt of your email notifying me about the next proceeding.

Kind regards,

Mario Caruana

On Wed, 05 Apr 2023 at 11:18, Gillian Muscat <gillian@krisborg.com> wrote:

Good Morning

In answer to your email, I confirm receipt of notification of sgass to take place on the 19th of Aril 2023 at 9.30 am at 243 Triq il-Kbira, Mosta.

Kind regards

Gillian Muscat

Gillian Muscat LL.B., Dip. LP, Dip. Agric. - Legal Procurator - Commissioner for Oaths

Dr Kris Borg & Associates - Legal Office

28/ 16, Vincenti Buildings,

Strait Street,

Valletta VLT 1432

Malta

Tel: ++356 21 241905

Fax: ++356 21 241903

Mob: ++356 99 471889

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From: Perit Damian Vella Lenicker

Sent: Monday, April 3, 2023 1:54 PM

To: Dr Mario Caruana LL.D. <dr.mario.caruana@gmail.com>; Gillian Muscat <gillian@krisborg.com>

Cc: sina.ebejer@hsbc.com; Gillian Muscat <gillian@krisborg.com>

Subject: RE: Subbasta 42/2022

Importance: High

Doc. Avv. M. Caruana

L.P. G. MUscat

Dear Dr. Caruana, LP. Gillian Muscat,

Reference is made to the subjoined email wherein you were notified as *Court-appointed Curators* for Subbasta 42/2022 of the date and time set for the '*Access bi sgass*' in relation to the property at No. 243, Triq il-Kbira, Mosta.

Your kind acknowledgement and confirmation of receipt of the notification is kindly solicited as this needs to be included in the documentation forming part of the subsequent Report for the Court.

Regards



Ref: SUBB 42/2022

Data: 19 ta' April 2023

Minuti tal-Aċċess bi Zgass fil-fond b'l-indirizz 243, Triq il-Kbira, Mosta, suġġett tal-Atti tal-bgħejh bl'irkant – 42/2022 li sar nhar il-19 ta' April fid-disgha w nofs.

Prezenti:

Perit Damian Vella Lenicker	maħtur bħala Espert tal-Qorti
Mr. Ivan Spiteri Bianchi	Marixxall tal-Qorti
Mr. M. Briffa	Marixxall tal-Qorti
Perit Christabel Borg Muscat	għan-nom tal-Bank HSBC (Soċjeta Azzjonista)
P.C. 1498 mill-Għassa tal-Hamrun	għan-nom tal-Pulizija ta' Malta
Ms. Sina Ebejer	għan-nom tal-Bank HSBC (Soċjeta Azzjonista)
Mr. Edward Mizzi	għan-nom tal-Bank HSBC (Soċjeta Azzjonista)
Mr. Anthony Facciol	'Locksmith' imqabbd mill-Bank HSBC (Soċjeta Azzjonista)

- Il-Perit Vella Lenicker informa lil dawk prezenti illi l-Aċċess bi zgass kien gie awtorizzat mill-Onor. Imhallef M. Chetcuti permezz tar-risposta għar-Rikors li kien għamel fil-25 ta' Ottubru 2022. Huwa skuza ruħu għad-dewmien li r-riżulta minhabba li tali risposta qatt ma giet mibgħuta lilu u sar jaf biha biss wara li nfurmah dwarha l-Marixxall.
- Il-Perit Vella Lenicker iddikjara li ma setgħax jipproċedi b'l-aċċess qabel ma kellu kopja tal-awtorizzazzjoni tal-Imhallef f'idejh u kellu jirrikorri *in persona* f'l-uffiċċju tas-Subbasta u jitolb li jingħata kopja.
- Il-Perit Vella Lenicker innota li ebda mill-Kuraturi imqabbdin mill-Qorti ma kien prezenti u 'ddikjara li dawn kienu ġew avvzati dwar l-aċċess bid-data u l-ħin, permezz ta email u it-tnejn kienu ikkonfermaw illi ircevewha.
- Il-Marixxall Spiteri Bianchi innota li ma kien hemm ebda numru mal-bieb tal-fond u 'n-numri tal-biben l-oħra deħru li kienu inbidlu f'xi eżercizzju ta' 'door numbering'. Għaldaqstant, talab lill-Perit Vella Lenicker jikkonferma illi il-fond indikat kien attwalment dak li huwa s-suġġett ta' din is-Subbasta.
- Il-Perit Vella Lenicker għamel riferenza lill-pjanta tar-Registru tal-Artijiet li kien jiffirma parti mill-inkartament mgħotija mill-Qorti u ikkonferma illi il-fond indikat kien attwalment il-fond suġġett ta' din is-Subbasta li kellu l-indirizz Nru. 243, Triq il-Kbira, Mosta. Gie innotat ukoll illi in-numru tal-fond li qabel kien innumerat 243 aktarx ingħata n-numru 219.
- Il-Marixxall Spiteri Bianchi ta' l-permess biex jipproċedi l-iżgass u' l-ftuħ tal-bieb tal-fond.
- Saret spezzjoni tal-fond fuq is-sulari kolla, ittieħdu bosta ritratti u ttieħed ukoll il-kejl tad-diversi spazji u kmamar li jiffurmaw parti mill-fond.
- L-aċċess intemm fil-ħdax (1100hrs), il-bieb ta barra ingħalaq permezz ta katnazz u' l-Marixxall Spiteri Bianchi ha kustodju taċ-ċwieviet ta l-istess katnazz.


Perit D. Vella Lenicker
Architect and Civil Engineer

Perit Damian Vella Lenicker B.E. & A. (Hons)
Architect & Civil Engineer
Warrant No: 384

DOC 7 – L-AHHAR TRASFERIMENT TAL-PROPJETA

(Atti tan-Nutar A. Caruana)

Dok B
DIA

Today, the sixth (6th) day of June of the year two thousand and eight (2008).

Deed no. 10

Loan, Sale, and
Reductions

Before me, Notary Doctor Annalisa Caruana, duly sworn and admitted, have personally appeared, after being identified in terms of law, by means of the documents mentioned hereunder:

Enrolled
19/06/2008
Vol. I.9580/2008

(G.P.P.)
Vol. I.9493/2008

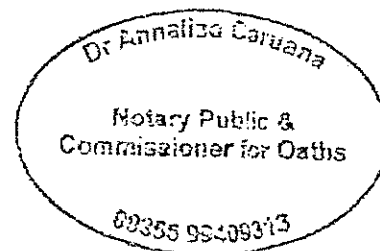
Of the one part: - Doctor of Laws Brian Said, son of Edward and Maria Melita nee Abela born in Attard and residing at Lija, holder of identity card number 455266 (M), who is appearing on this deed, on behalf and in representation of **HSBC Bank Malta p.l.c.**, duly authorised, hereinafter referred to as the Bank.

Bank
Vol. I.9494/2008

Vol R 04533/2008

Of the second part: - Marcel Philip Ellis, Company Director, son of Stephen and Myriam nee Mifsud born in Somerset, United Kingdom and residing at Marsaskala holder of identity card number 0372293 (M) and his wife Wannapha Ellis, daughter of Kong Sangkao and Angkana nee Tammarat born in Songkhla, Thailand and residing at Marsaskala holder of passport number N 768290; in solidum between them, hereinafter referred to as the clients and/or the purchasers as the case may be.

Of the third part: Carmel sive Karl Borg, Company Director, son of Joseph and Helen nee Gauci born in Birkirkara and residing at Floriana holder of identity card number 931750 (M) and his wife Maria Anna Borg, daughter of Anthony Apap and Stella nee Mifsud born in and residing

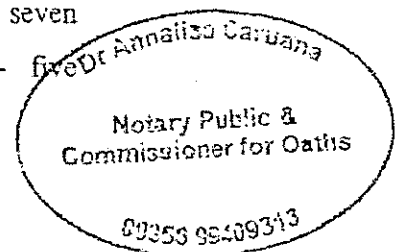


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at Marsaskala holder of identity card number 748653 (M) ,
hereinafter referred to as the vendors.

Appearers have been identified by me,
the undersigned Notary, in virtue of the above mentioned
documents.

~~Whereas the clients have requested the~~
Bank, to grant them on loan the sum of one hundred and
seventy seven thousand Euros (€177,000) equivalent to
seventy- five thousand nine hundred and eighty six Maltese
liri and ten cents (Lm75,986.10c) which sum, the Bank as
delegated by the clients, is to pay as to the sum of eighty four
thousand Euros (€ 84,000) equivalent to thirty six thousand
sixty one Maltese liri and twenty cents (Lm36,061.20c)
directly to vendors in the second part of this deed, and this as
part of the purchase price of the property being purchased by
the clients in the second part of this deed, and as to the
remaining sum of ninety three thousand Euros (€ 93,000)
equivalent to thirty nine thousand nine hundred and twenty
four Maltese liri and ninety cents (Lm39,924.90c) to be paid
to contractors, architect and people involved in the
construction and alteration of the property being sold on this
deed and this in terms of Section two thousand and ten (2010)
of the Civil Code of Laws Of Malta; offering as security, a
General Hypothec over all clients' property in general, present
and future, and a Special Hypothec on the hereunder described
immovable officially numbered two hundred and forty three
(243), situated in Main Street at Mosta including its air -space
being purchased by the clients in the second part of this deed
and this for the amount of one hundred and seventy seven
thousand Euros (€177,000) equivalent to seventy-



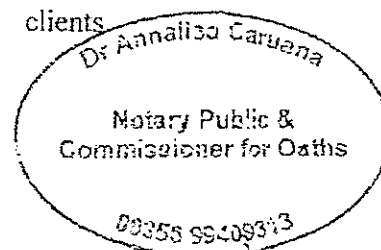
thousand nine hundred and eighty six Maltese liri and ten cents (Lm75,986.10c), over and above the Special Privilege competent to the Bank in terms of law up to the amount of eighty four thousand Euros (€ 84,000) equivalent to thirty six thousand sixty one Maltese liri and twenty cents (Lm36,061.20c) on the same immovable including its airspace being purchased in the second part of this deed.

And whereas the Bank has acceded to the request of the clients, subject to the conditions and limitations mentioned hereunder.

Now, therefore, in virtue of this deed, the Bank grants on loan to the clients, who accept, the sum of one hundred and seventy seven thousand Euros (€177,000) equivalent to seventy- five thousand nine hundred and eighty six Maltese liri and ten cents (Lm75, 986.10c), withdrawable in one or in several amounts, at the Bank's sole discretion for the abovementioned special purpose.

The parties agree that the loan shall bear interest at rates that shall not exceed the maximum rate allowed by law, the said interest to be reckoned on the amount due for balance of loan by the clients from time to time, in accordance with recognised banking practice.

The Bank reserves unto itself the right to lay down such terms and conditions as it considers necessary for the repayment of the loan over a period and may change or add to these terms and conditions (including the interest rate) for security, legal, regulatory or market reasons. The Bank will give reasonable prior notification to the clients



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accordingly.

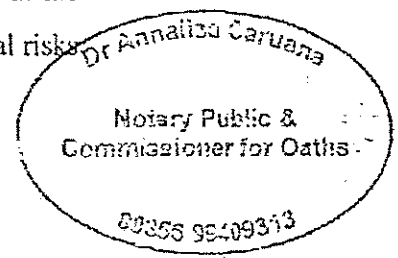
The loan is for a fixed term. However, if an event of default mentioned in the attached schedule marked Document "A" takes place, any sum outstanding to the Bank shall be immediately due and payable (together with all charges and expenses) all rights appertaining to the Bank shall be exercisable and all security shall become enforceable. In such event the clients shall lose the benefit of any time granted to them for payment and this without the necessity of any other proceedings. The said Document "A" forms an integral part of this deed.

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

The clients delegate the Bank, to pay the Notary on his first demand, an amount representing Notarial fees and registration expenses, relative to the deed, by the debit of clients' account/s with the Bank, and that it shall not be incumbent upon the Bank, to verify whether such amount is justified.

The parties agree, that for the benefit of HSBC Bank Malta p.l.c., they hereby submit to the non exclusive jurisdiction of the Maltese Courts.

Furthermore, the clients undertake, at the Bank's request, to insure their property against all normal risks



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with a reputable insurance company, and to have the Bank's interest noted on the relative insurance policy or policies. Moreover, the clients authorise the Bank, to effect all such insurances it deems fit on said property, at the clients' expense.

All fees and expenses in connection with this deed, are to be borne by the clients, who further undertake to refund to the Bank all expenses, including legal fees and administrative charges made for bringing up to date, from time to time, the searches into the clients' liabilities and transfers.

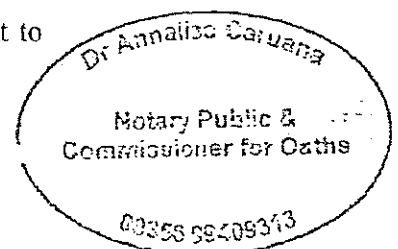
I, the undersigned Notary, declare that the property above hypothecated, is not situated in a Compulsory Registration Area.

The clients undertake:

(a) Not to give, without the prior written consent of the Bank, any further charges over the said property, even if these rank after the charges registered in favour of the Bank; and

(b) Not to let, part with, or allow third parties to use the said property under any title whatsoever, without the prior written consent of the Bank.

The clients bind themselves to inform the Bank when all the construction and finishing works are terminated and further authorises the Bank to appear on the relative deed for the Conservation of Privilege, competent to the Bank, in terms of law, at their expense.



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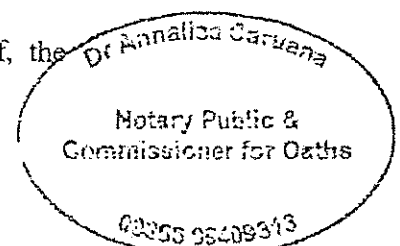
The clients acknowledge that the bank has obtained legal advice on the title to the property acquired on this deed for the purposes of effecting its own risk assessment on the lending. The clients are not relying on the bank's decision to lend as proof of title of the property being acquired.

The clients declare that they have received the sanction letter and any other subsequent amendments thereof, the clients confirm that they have read, understood and accepted the terms and conditions thereon regulating the facilities being granted on this deed.

The clients hereby authorise each other to act separately and withdraw from the bank, any amount of money granted in virtue of this deed and hereby declare that any transaction effected by either clients relating to this facility, is to be considered as effected by both clients in solidum between them.

The borrowers hereby authorise the bank to register the title of preference on all properties specially charged on this deed whether belonging to the borrowers and the borrowers bind themselves to assist the bank in all matters in this regard should this be necessary to afford to the bank a continuing valid cause of preference under the present or changing legal regimes. The bank is hereby authorised to debit the customer's facility account with the expenses so incurred.

In the second part of this deed, and in virtue hereof, the

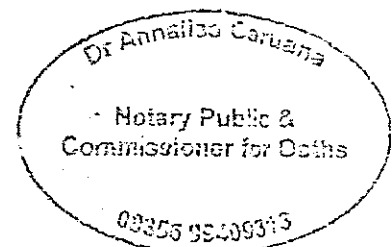


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vendors hereby sell, transfer and convey onto the purchasers, who purchase, acquire and accept the tenement, tale quale, in its present state and condition, as seen and accepted by the purchasers, officially numbered two hundred and forty three (243) situated in Main Street, at Mosta free and unencumbered, with all its rights and appurtenances including its airspace, and which property shares in common the drainage system with third party property. The tenement above-described is shown on a plan attached to this deed and marked as Document "A".

This sale is being made and accepted under the following conditions:

- (1) For the global price of one hundred and eleven thousand eight hundred and nine Euros and ninety two Euro Cents. (€111,809.92c) equivalent to forty eight thousand Maltese liri (Lm 48,000) out of which sum the purchasers have already paid to the vendors on account of the price the sum of twenty three thousand two hundred ninety three Euros and seventy three cents of the Euro (€ 23,293.73c) equivalent to ten thousand Maltese liri (Lm10,000) on the promise of sale of sale agreement. The Bank as delegated by the Customers in the first part of this deed hereby pays to the Vendors the sum of eighty four thousand Euros (€ 84,000) equivalent to thirty six thousand sixty one Maltese liri and twenty cents (Lm36,061.20c) and Vendors tender to the Bank due receipt. The balance of four thousand five hundred and sixteen Euros and nineteen cents (€4,516.19c) is hereby being paid by the purchasers to the vendors and vendors tender due receipt to the purchasers.



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(2) The vendors guarantee the peaceful possession and real enjoyment of the property herein sold, and for this purpose hereby hypothecate all their property in general, present and future, in favour of the purchasers who accept.

(3) All fees and expenses relative to this sale shall be paid by the purchasers.

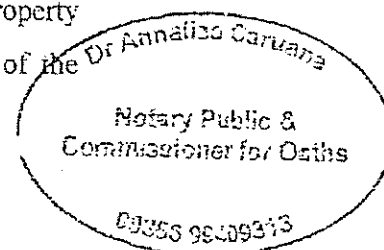
(4) The purchaser shall not pay, nor receive compensation for party walls.

(5) This property is being sold as seen by the purchasers *tale quale* and excluding the guarantee relating to latent defects.

(6) The property transferred in virtue of this deed is being transferred with guaranteed vacant possession, and save what is stated above, free from any rights of third parties.

(7) Vendors are hereby guaranteeing that the said property is not expropriated by the Government or any of its entities, nor is there any intention to be expropriated by the Government or any of its entities until today.

(8) (a) The parties agree that the shaft, which is contiguous to the said tenement, shall be accessible to the purchasers. They shall be entitled to use such shaft according to law, however in the event that the purchasers acquire a portion of land situated at the back of such property they shall cede a portion of such land to the owner of the



mentioned shaft. Such shall have an equivalent measure to the shaft. The owner of such shaft shall in turn cede to the purchasers the shaft.

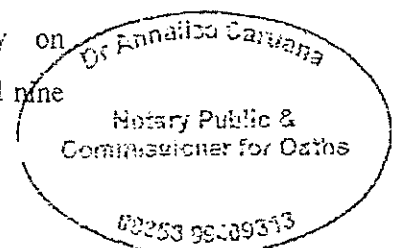
(b) The parties also agree that the windows overlooking such shaft shall remain in existence. No structural works of any kind can be erected on such shaft.

(c) The existent drain pipe being used by the shop officially numbered two hundred and forty one (241) and which drainpipe abuts onto the backyard of the property being transferred cannot be removed by the purchasers. All the conditions listed in paragraph eight (8) (a), (b) and (c) are those in accordance with the deed published by Notary Doctor Pierre Falzon of the eight (8th) day of August of the year nineteen hundred and eighty eight (1988).

For the purposes of the Duty on Documents and Transfers Act, of the year one thousand nine hundred and ninety three (1993), it is hereby being declared, that vendor Carmel sive Karl Borg had acquired the tenement being transferred on this deed from Anthony Tanti by means of a deed published in the records of Notary Doctor Pierre Falzon of the eight (8th) day of August of the year nineteen hundred and eighty eight (1988).

Wherefore I, the undersigned Notary, do hereby declare, that today's transfer is not chargeable in terms of the aforementioned Act.

For the purposes of the Duty on Documents and Transfers Act, of the year one thousand nine

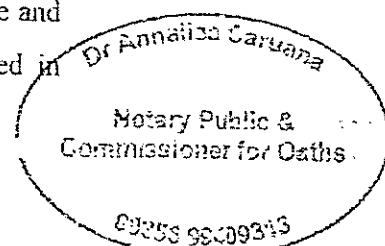


hundred and ninety three (1993), it is hereby being declared, that duty on this deed amounts to three thousand nine hundred and sixteen Euros and fifty cents of the Euro (€ 3916.50c) equivalent to one thousand six hundred and eighty one Maltese liri and thirty five cents (Lm 1,681.35c) out of which sum, purchasers have already paid as provisional stamp duty the sum of seven hundred and eighty three Euros and thirty cents of the Euro (€ 783.30c) equivalent to three hundred and thirty six Maltese liri and twenty seven cents (Lm 336.27c) as evidence by the receipt number two six five five five four (265554) issued by the Commissioner of Inland Revenue, hereto attached and marked as Document "B", while the balance due on this deed amounts to three thousand one hundred and thirty three Euros and twenty cents of the Euro (€ 3133.20c) equivalent to one thousand three hundred and forty five Maltese liri and eight cents (Lm1345.08c), which balance is hereby being paid by the purchasers.

The purchaser Marcel Philip Ellis declares that he qualifies to acquire the immovable being transferred without the necessity of a permit for the acquisition of property normally required 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 (5) years during his lifetime. Since his wife Wannapha Ellis is acquiring on this same deed, no AIP permit is required.

The purchasers are making this declaration after that I, the undersigned Notary, have duly warned them of the importance of the veracity of their declaration according to law.

Purchasers declare, that they intend to establish their sole and ordinary residence in the property they have purchased in



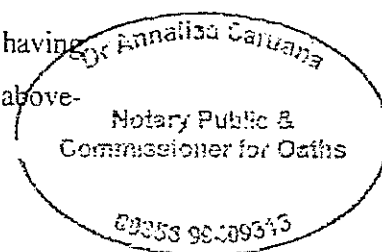
virtue of this deed, and that they are making this declaration after that I, the undersigned Notary, have duly warned them of the importance of the veracity of their declaration according to law.

For the purposes of the Capital Gains Tax, it is hereby being declared, that the final and withholding tax at the rate of twelve percent (12%) due by vendor amounts to thirteen thousand four hundred and twenty eight Euros (€ 13,428) equivalent to five thousand seven hundred and sixty four Maltese liri and sixty four cents (Lm 5,764.64c)

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.

For all intents and purposes of law, it is being declared by the parties to this deed that the price mentioned upon this deed is a true and real one, and this after I, the undersigned Notary, duly explained to them the importance of the truthfulness of this declaration of theirs.

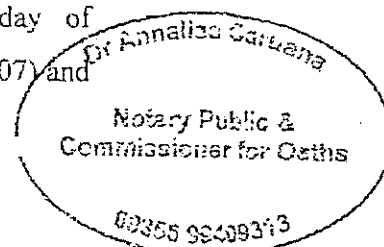
I the undersigned Notary declare, after having duly verified at the Land Registry, that the immovable above-



described is not registrable in terms of law.

In virtue of this part of this deed, HSBC Bank Malta p.l.c as duly represented, gives its consent for the reduction of the hypothecary notes registered in its favour and against the vendors Carmel and Maria Anna Borg and this only insofar as it affects the property being hypothecated on this deed. The said hypothecary rights being reduced in virtue of this deed are those, duly registered in Volume letter "I" of the Public Registry of Malta and arising from five (5) deeds:

- (a) a contract of loan published in the records of Notary Doctor Patricia Hall of the twenty-eight (28th) day of October of the year two thousand and five (2005) and resulting from the hypothecary inscription number nineteen thousand five hundred eighty two of the year two thousand and five (Vol I: 19582/2005)
- (b) a contract of loan published in the records of Notary Doctor Pierre Falzon of the tenth (10th) day of October of the year two thousand and six (2006) and resulting from hypothecary inscription number nineteen thousand five hundred and forty four of the year two thousand and six (Vol I: 19544/2006)
- (c) a contract of overdraft published in the records of Notary Doctor Pierre Falzon of the tenth (10th) day of October of the year two thousand and six (2006) and resulting from hypothecary inscription number nineteen thousand five hundred and forty five of the year two thousand and six (Vol I: 19545/2006)
- (d) a contract of loan published in the records of Notary Doctor Pierre Falzon of the twelfth (12th) day of December of the year two thousand and seven (2007) and



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resulting from hypothecary inscription number one thousand and forty nine of the year two thousand and eight (Vol I : 1049/2008).

(e) A contract of loan published in the records of Notary Doctor Pierre Falzon of the sixth (6th) day of June of the year nineteen hundred and ninety-seven (1997) and resulting from hypothecary inscription number eight thousand seven hundred and fourteen of the year nineteen hundred and ninety-seven (Vol I: 8714/1997)

At the same time the Bank maintains firm, valid and unimpaired all other hypothecary rights arising out of the said notes of hypothecs.

This deed was executed, read and published, after due explanation of its contents according to the law in Malta, Valletta, Merchants Street , number thirty two (32), at the legal office of HSBC Bank Malta p.l.c.

Sgd: Dr Brian Said

Maria Anna Borg

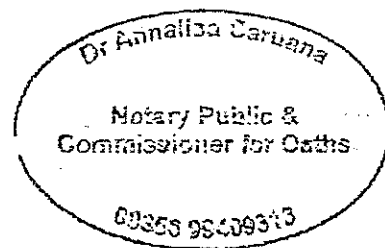
Carmel Borg

Wannapha Ellis

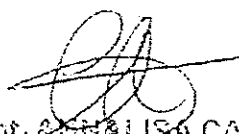
Marcel Philip Ellis

Dr Annalisa Caruana

Notary Public of Malta



A certified true copy of the original

 09/08/2020
DR ANNALISA CARUANA
NOTARY PUBLIC OF MALTA

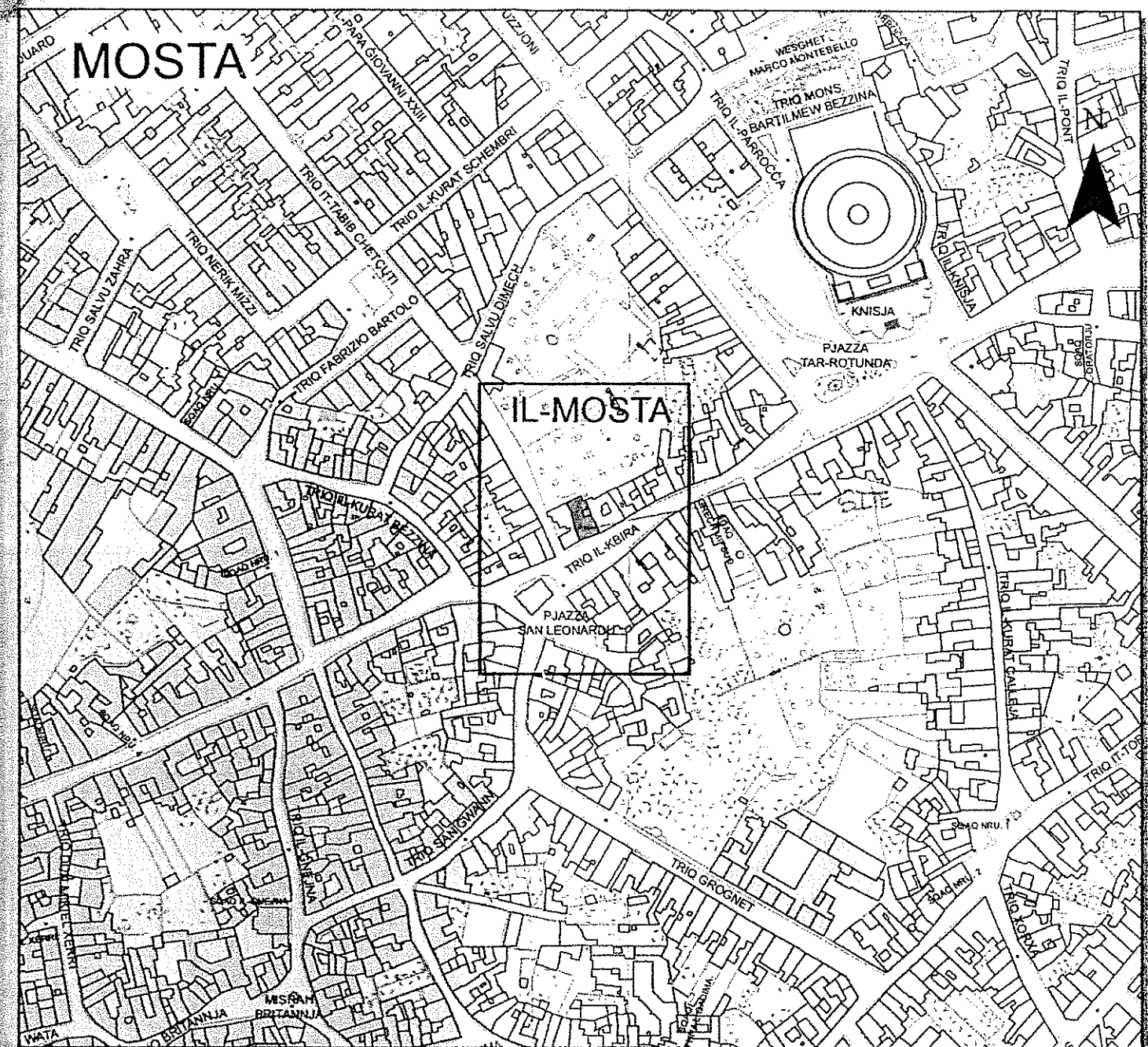
MOSTA

243, TRIO IL-KBIRA, MOSTA.

PJAZZA
SAN LEONARDU

Scale 1:500

243, TRIO IL-
KBIRA, MOSTA.



Pjanta tas-Sit 1:2500 Site Plan

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



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

Data: 24/03/2022
Date:

Jean Luke Zorib
B.E. & A. (Hons),
MSc Struct. Eng.
A & CE

Warrant No. 737

-356 9919 3222
jeanluke@iz-mbf.com

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

LR 268143

Dritt imhallas
Fee Paid

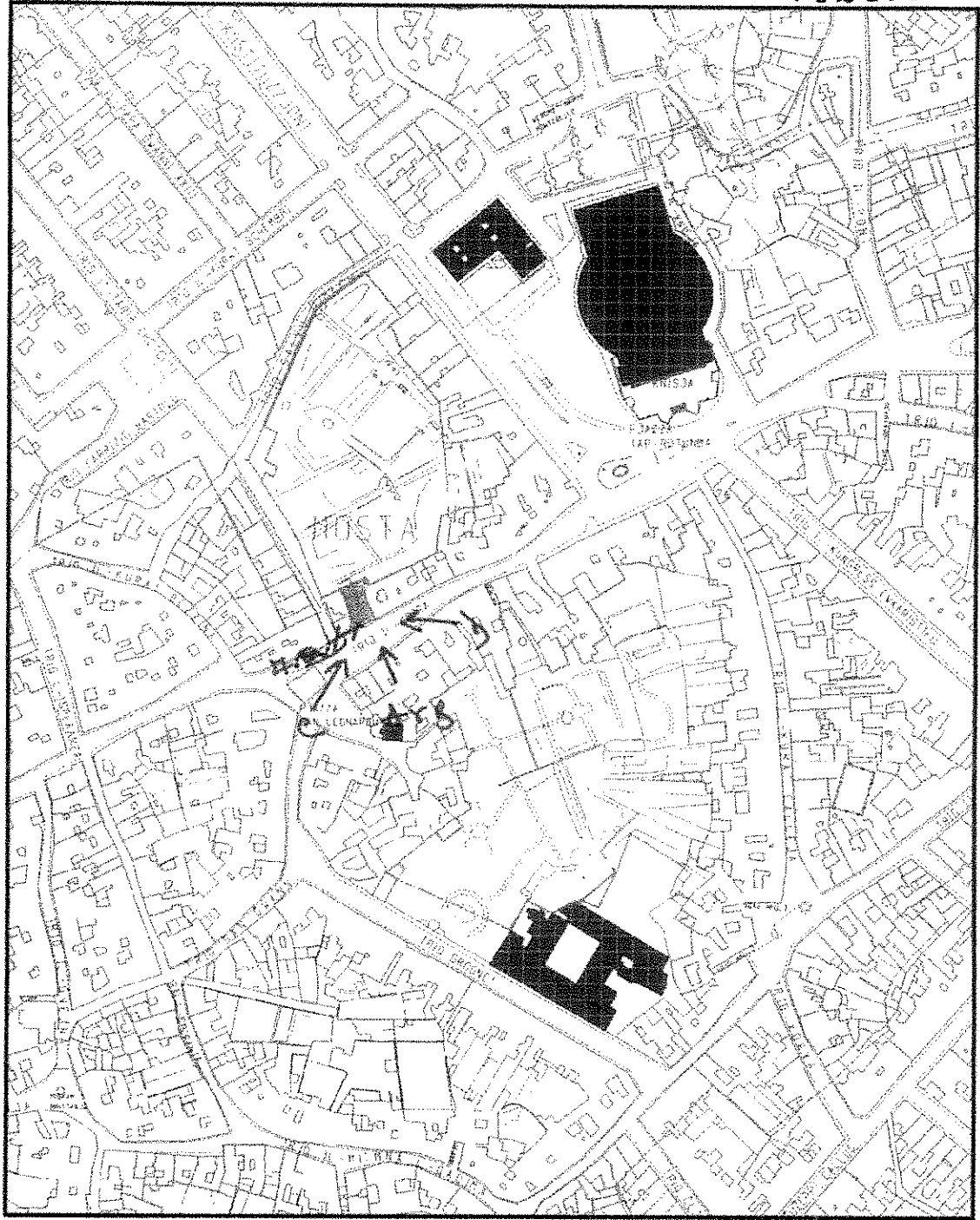


MOSTA

500m

1B 702473

0m



Min Easting = 47987.17, Min Northing = 73939.02, Max Easting = 48387.17, Max Northing = 74439.51

0m

400m

MEPA

St. Francis Ravelin
Floriana
PO Box 200, Valletta, Malta
Tel: +356 240976 Fax: +356 224846

www.mepa.org.mt

Site Plan, Scale 1:2500 Printed on: Tuesday, November 11, 2008
Not to be used for interpretation or scaling of scheme alignments

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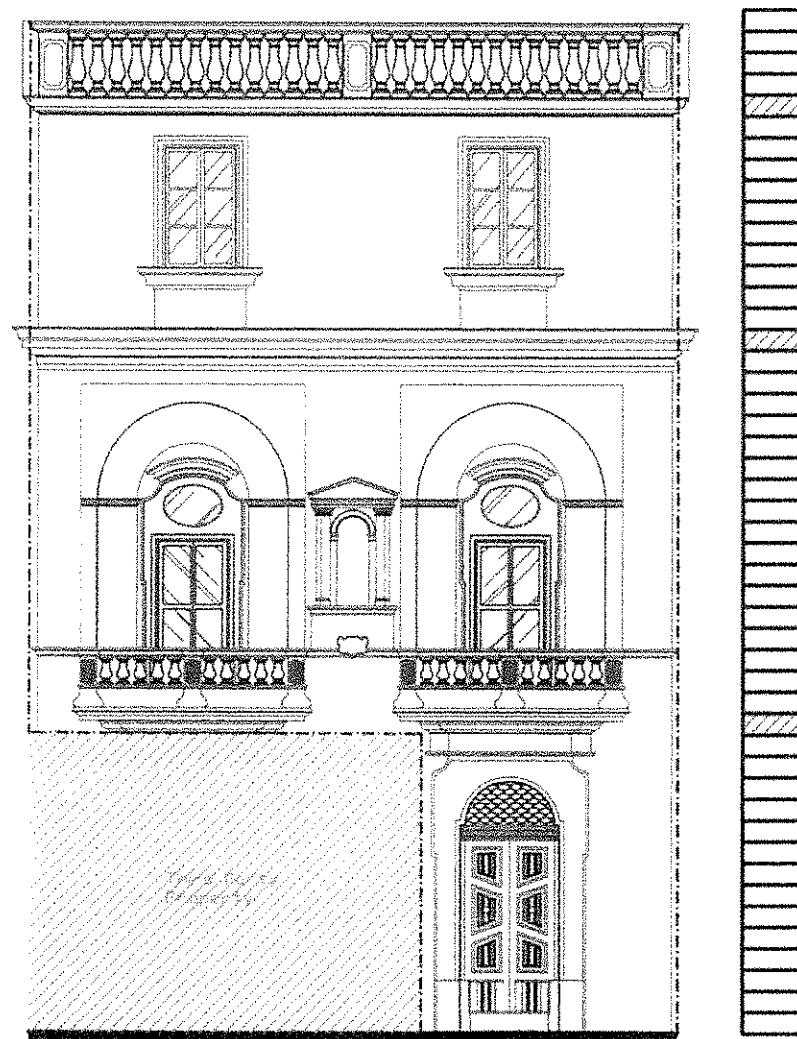
BUSUTTIL

A. & C.E.

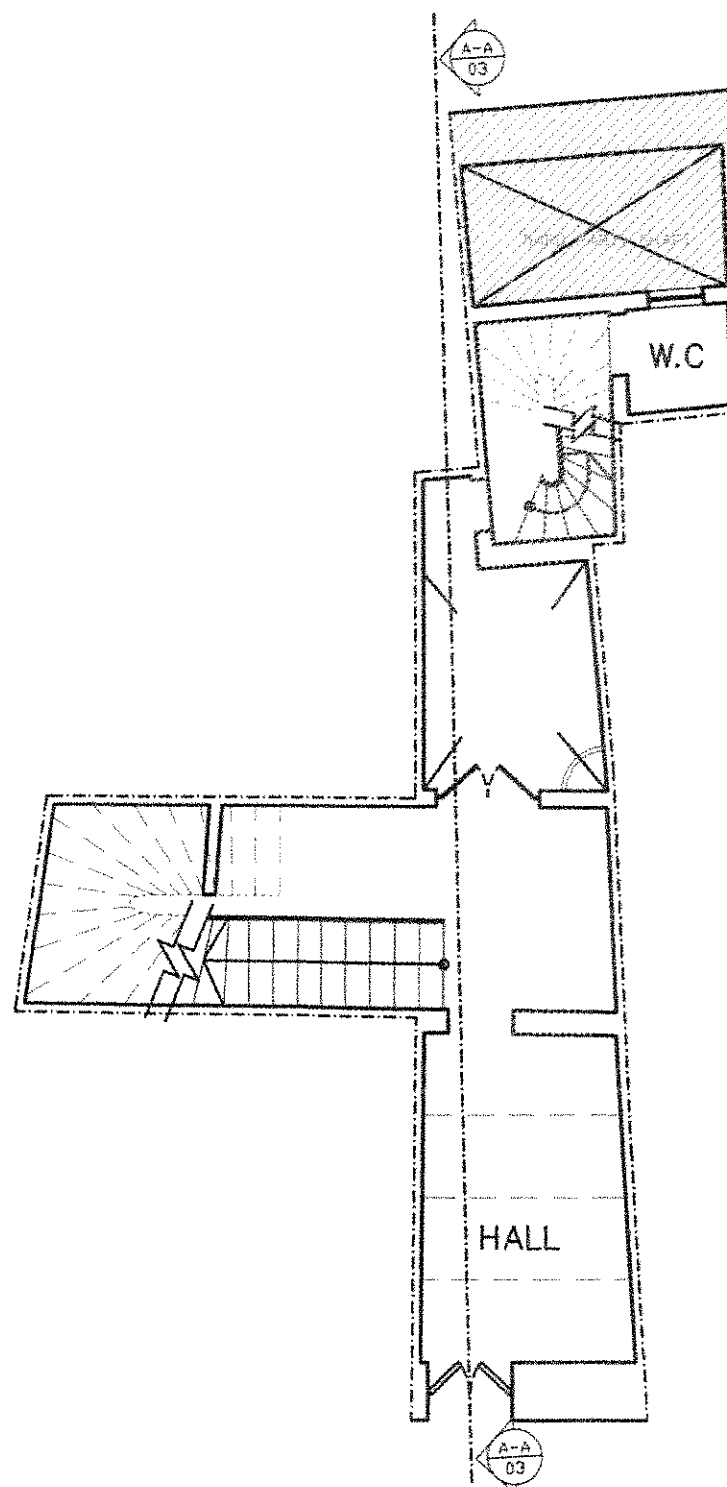
Claude

309, St Paul's Street, Valletta.

1C 702474



01 EXISTING ELEVATION
SCALE 1:100



01 EXISTING GROUND FLOOR
SCALE 1:100



THIRD PARTY PROPERTY

No.	DESCRIPTION	DATE

REVISIONS

Claude **BUSUTTI**
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Mob: 7942 5141
E-mail: claudes@malta.net

PROJECT
ALTERATIONS & ADDITIONS TO EXISTING RESIDENCE
AND RESTORATION OF FACADE AT
243, MAIN STREET MOSTA

TITLE
EXISTING PLAN AND ELEVATION

CLIENT MR. MARCEL P. ELLIS

DATE AUG 2008	DRAWN A.P., A.A.G.C
------------------	------------------------

SCALE	DWG. No.
1:100	01/050/08



No.	DESCRIPTION	DATE
REVISIONS		

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PROJECT
ALTERATIONS & ADDITIONS TO EXISTING RESIDENCE
AND RESTORATION OF FACADE AT
243, MAIN STREET MOSTA

TITLE	EXISTING PLANS
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CLIENT MR. MARCEL P. ELLIS

DATE AUG 2008	DRAWN A.P.,A.A,G.C
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SCALE	DWG. No.
1:100	02/050/08

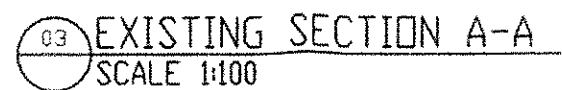


Figure 1. A schematic diagram of the experimental setup. The subject is seated in a chair, viewing a screen displaying a target area. The target area is defined by a grid of points. The subject is instructed to move the cursor to the target point. The distance between the cursor and the target point is measured. The distance is then compared to the distance between the cursor and the target point in the previous trial. The distance is then compared to the distance between the cursor and the target point in the previous trial. The distance is then compared to the distance between the cursor and the target point in the previous trial.

THIRD PARTY PROPERTY

No.	DESCRIPTION	DATE

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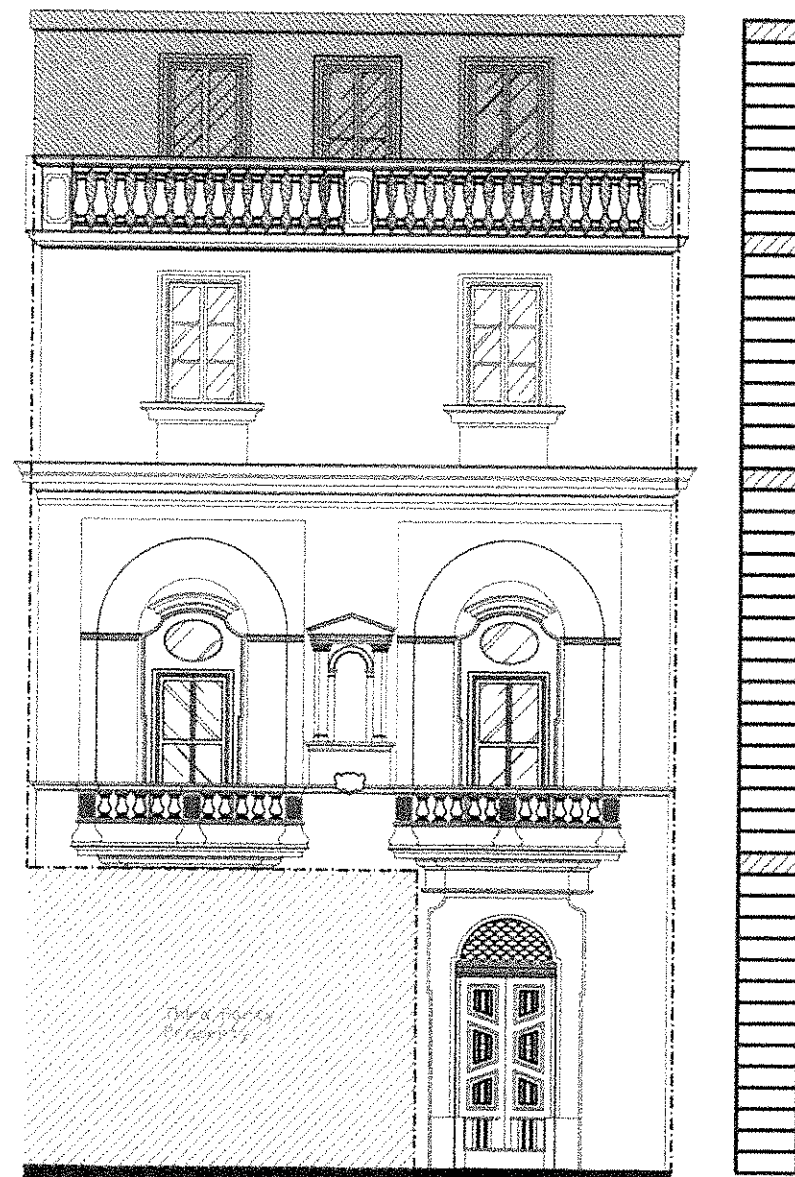
PROJECT
ALTERATIONS & ADDITIONS TO EXISTING RESIDENCE
AND RESTORATION OF FACADE AT
243, MAIN STREET MOSTA

TITLE	EXISTING PLAN AND SECTION
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CLIENT
MR. MARCEL P. ELLIS

DATE AUG 2008	DRAWN A.P., A.A., G.C.
------------------	---------------------------

SCALE	DWG. No.
1:100	03/050/08



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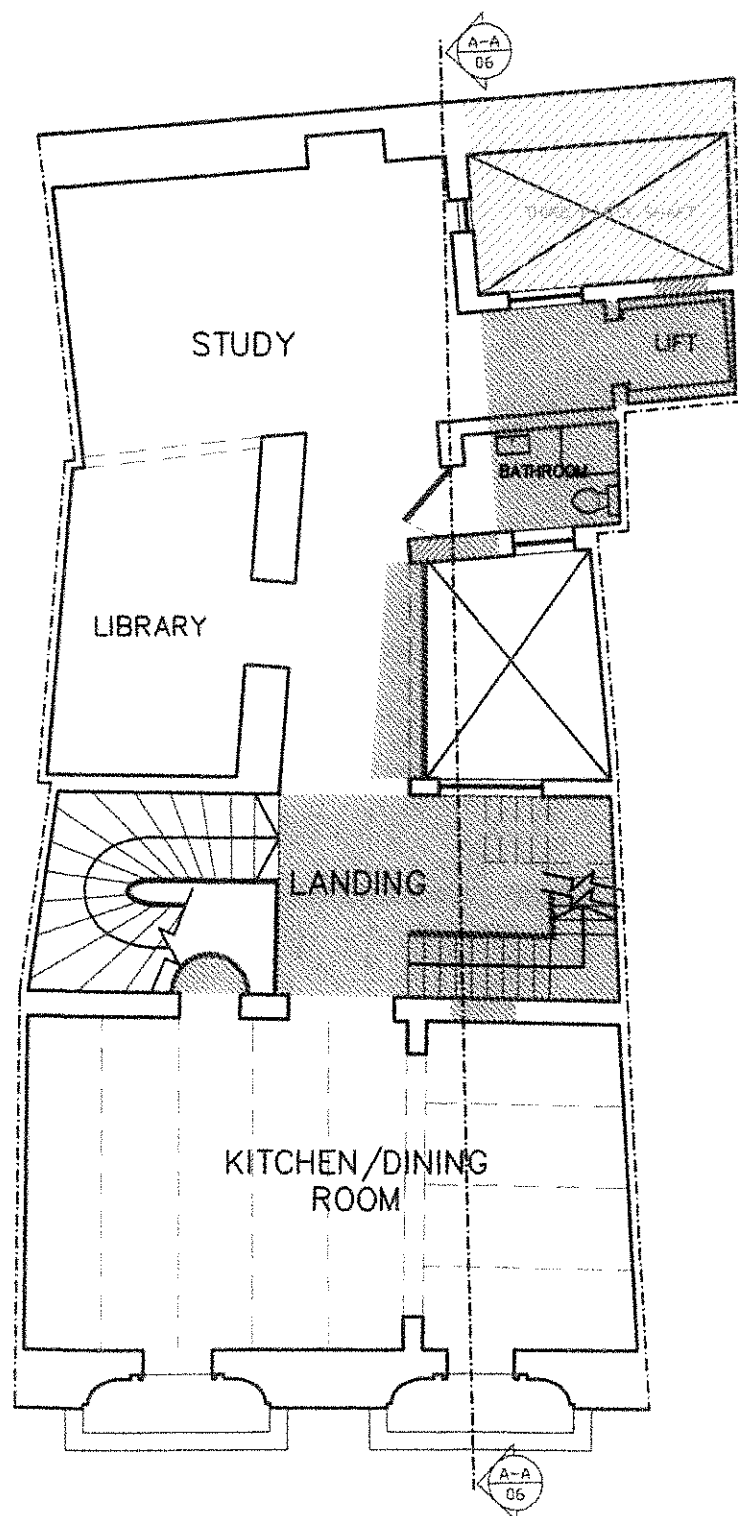
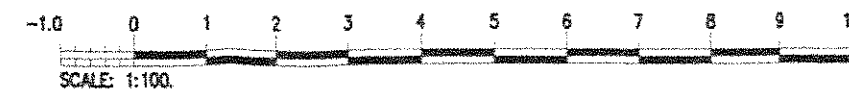
PROJECT
ALTERATIONS & ADDITIONS TO EXISTING RESIDENCE
AND RESTORATION OF FACADE AT
243, MAIN STREET MOSTA

TITLE
PROPOSED ELEVATION AND PLAN

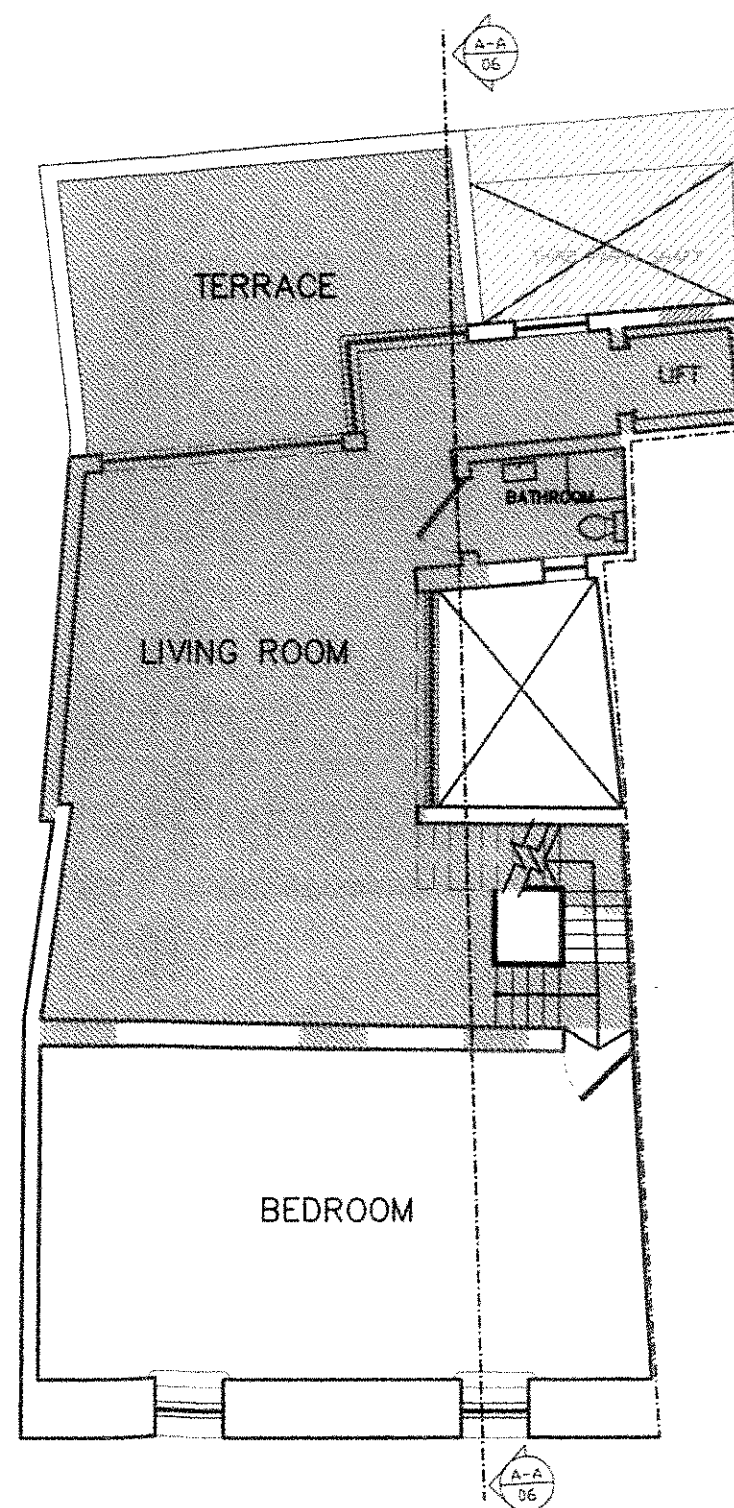
CLIENT MR. MARCEL P. ELLIS

DATE AUG 2008	DRAWN A.P.A.A.G.C
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SCALE	DWG. No.
1:100	04/050/08



05 PROPOSED FIRST FLOOR
SCALE 1:100



05 PROPOSED SECOND FLOOR
SCALE 1/100

NOTES:

EXISTING ROOFING STRUCTURE IN STONE
SLABS AND R.S.J'S (TRAM SUFFET) TO BE
REPLACED WITH PRE-STRESSED
CONCRETE BEAMS AND BRC'S



THIRD PARTY PROPERTY

No.	DESCRIPTION	DATE
	REVISIONS	

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E-mail: claudio@planet.net

PROJECT
ALTERATIONS & ADDITIONS TO EXISTING RESIDENCE
AND RESTORATION OF FACADE AT
243, MAIN STREET MOSTA

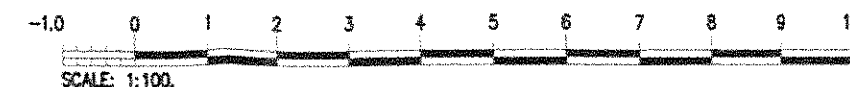
TITLE
PROPOSED PLANS

CLIENT MR. MARCEL P. ELLIS

DATE	DRAWN
AUG 2008	A.P.A.A.G.C

SCALE	DWG. No.
1:100	05/050/08

7H 702479



NOTES:

EXISTING ROOFING STRUCTURE IN STONE SLABS AND RSJ'S (TRAVI SUFFET) TO BE REPLACED WITH PRE-STRESSED CONCRETE BEAMS AND BRC'S



THIRD PARTY PROPERTY

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No.	DESCRIPTION	DATE
REVISIONS		

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PROJECT
ALTERATIONS & ADDITIONS TO EXISTING RESIDENCE
AND RESTORATION OF FACADE AT
243, MAIN STREET MOSTA

TITLE
PROPOSED THIRD FLOOR AND ROOF

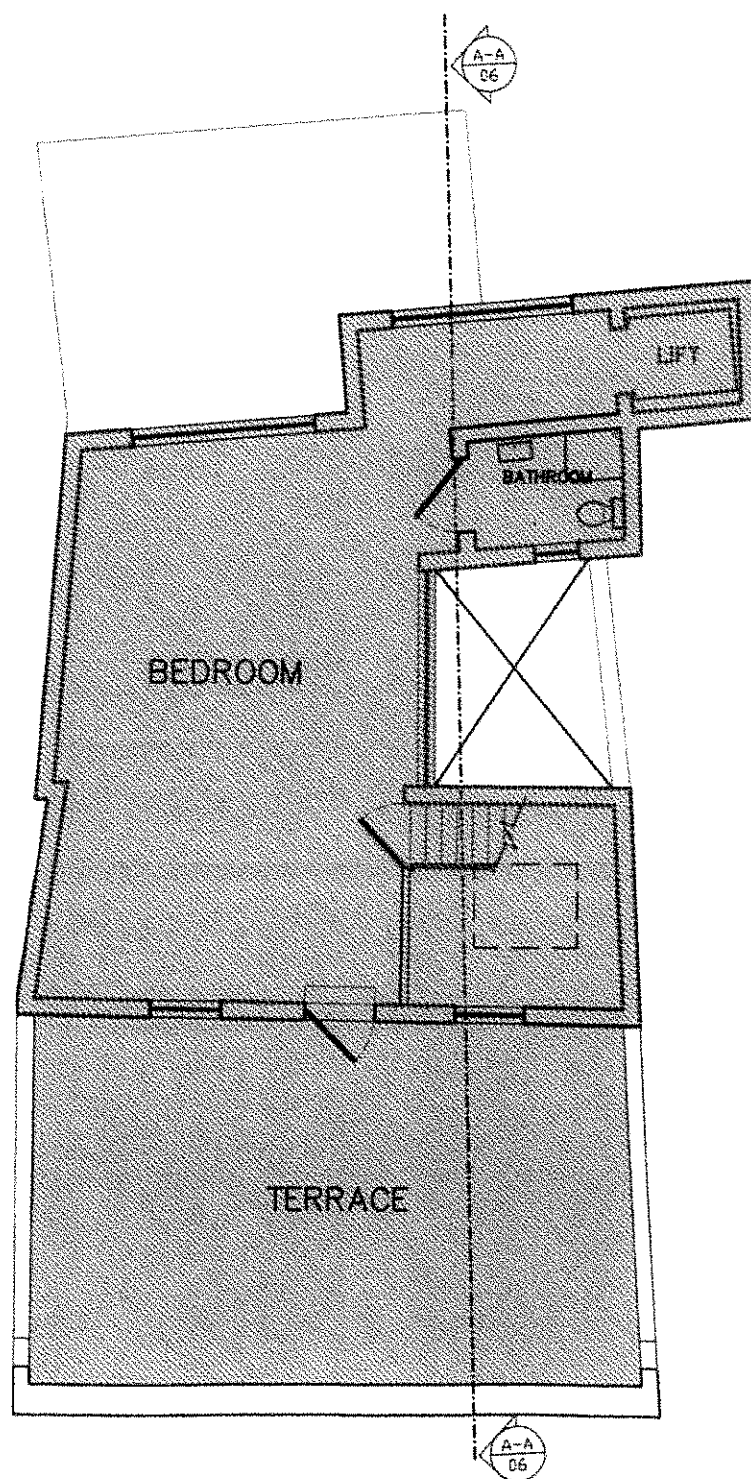
CLIENT
MR. MARCEL P. ELLIS

DATE
AUG 2008

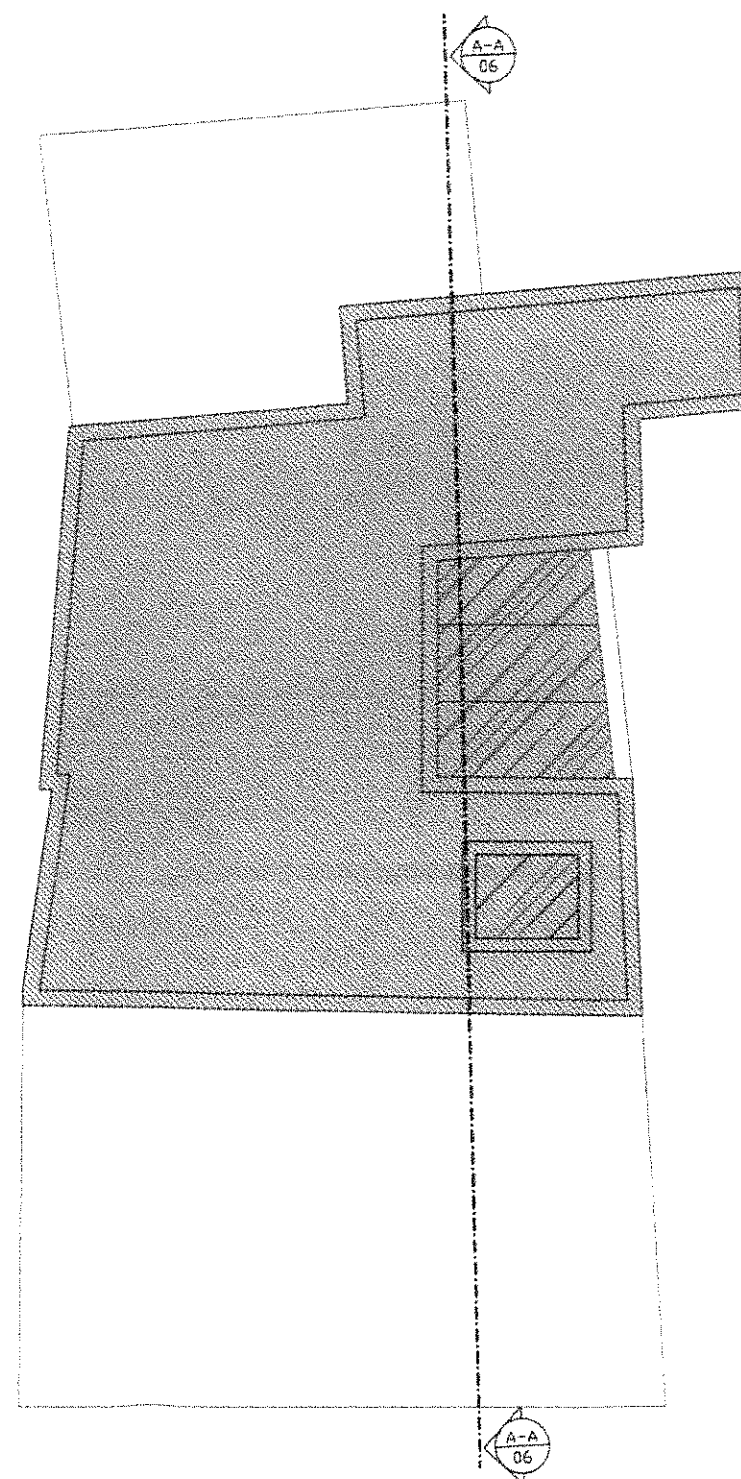
DRAWN
A.P,A,G,C

SCALE
1:100

DWG. No.
06/050/08



06 PROPOSED THIRD FLOOR
SCALE 1:100



06 PROPOSED ROOF
SCALE 1:100



THIRD PARTY PROPERTY

PROPOSED ADDITIONAL FLOOR

No.	DESCRIPTION	DAT
	REVISIONS	

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PROJECT
ALTERATIONS & ADDITIONS TO EXISTING RESIDENCE
AND RESTORATION OF FACADE AT
243, MAIN STREET MOSTA

TITLE
COMPARATIVE STUDY OF STREETSCAPE

CLIENT
MR. MARCEL P. ELLIS

DATE AUG 2008	DRAWN G.CASSAR
------------------	-------------------

SCALE	DWG. No.
1:100	10/050/08

10 PROPOSED ELEVATION : COMPARATIVE STUDY OF STREETSCAPE
SCALE 1:100



Image 001 - Aerial Photo showing Location

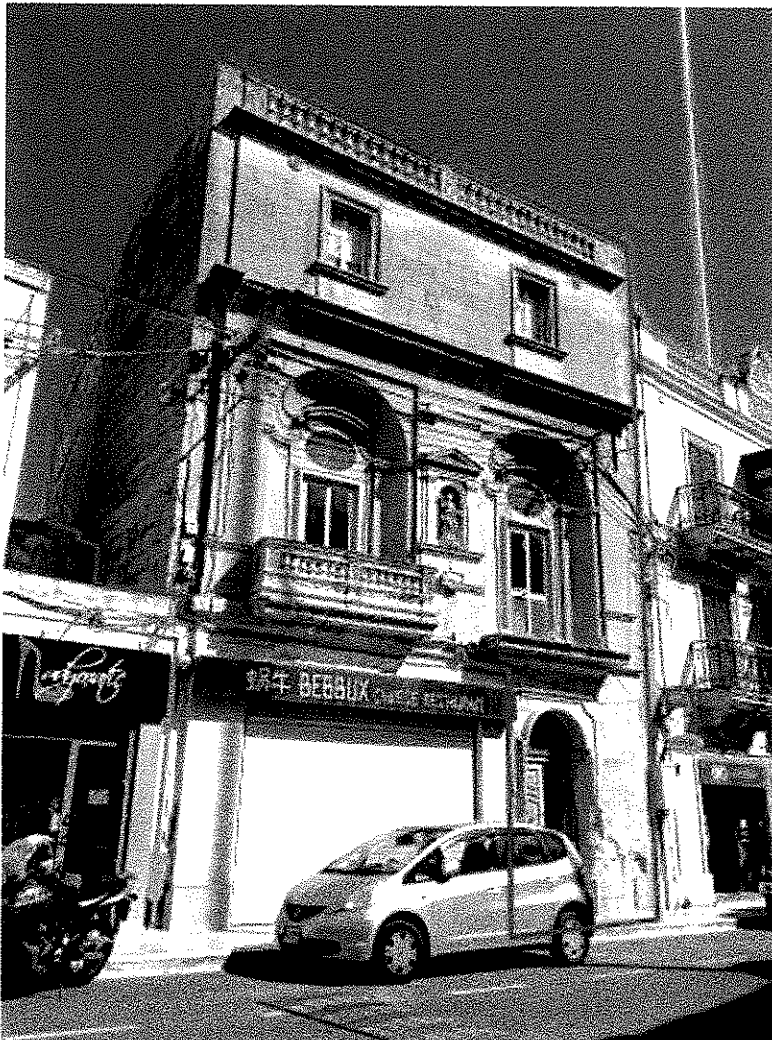


Image 002 – Street View showing entrance



Image 003 – Stairs & sectioned-off third party property (Gnd Fir.)

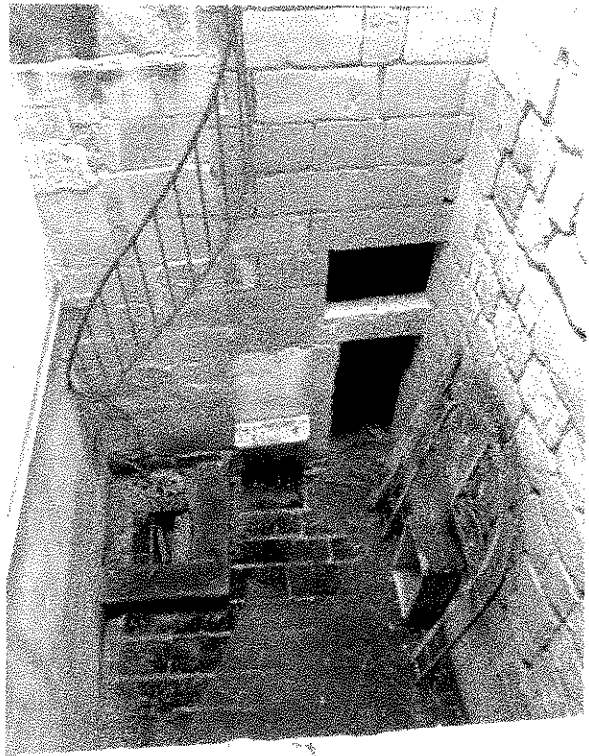


Image 004 Showing internal yard at Gnd Fir.



Image 005 Showing stair landing at 1st Fir and incomplete ceiling



Image 006 – Showing incomplete ceiling at 1st flr front room



Image 007 - Stairs to roof with windows overlooking 3rd party property

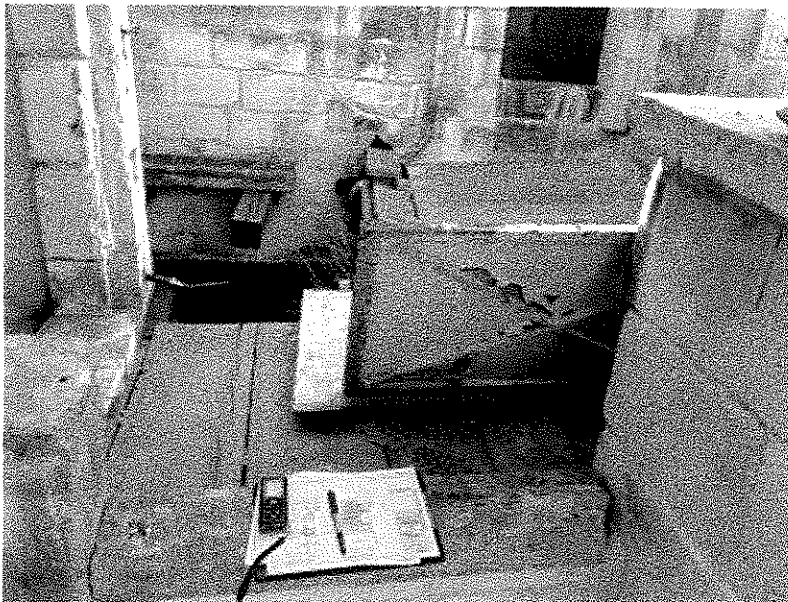


Image 008 – Roof level showing incomplete floor structures



Image 009 – Roof Level showing incomplete floor structure



Image 010 - Roof level room showing unfinished construction works

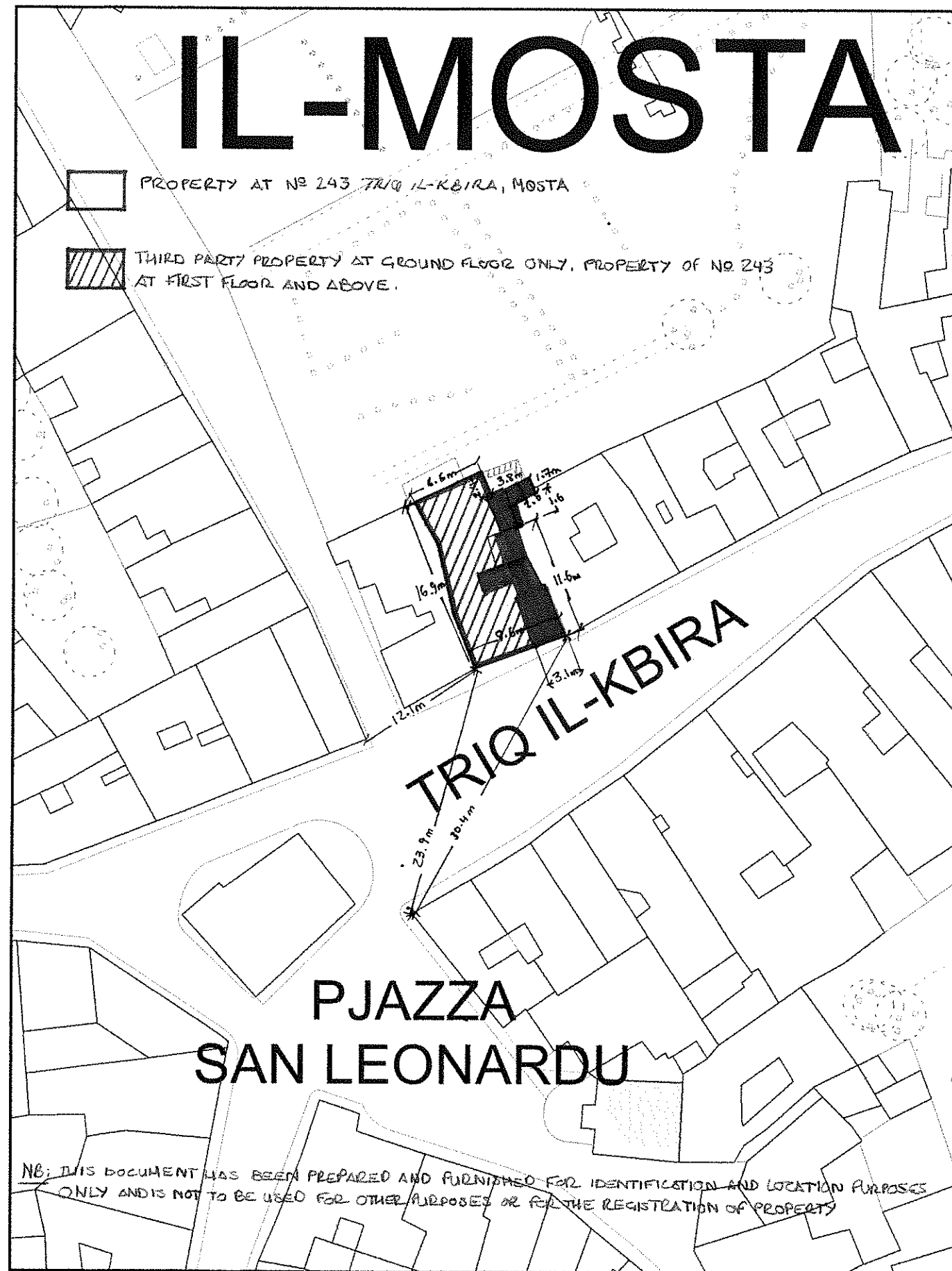
DOC 11 – PJANTA TAR-REGISTRU TAL-ARTIJET

IL-MOSTA

PROPERTY AT NO 243 TRIQ IL-KBIRA, MOSTA

THIRD PARTY PROPERTY AT GROUND FLOOR ONLY, PROPERTY OF NO 243 AT FIRST FLOOR AND ABOVE.

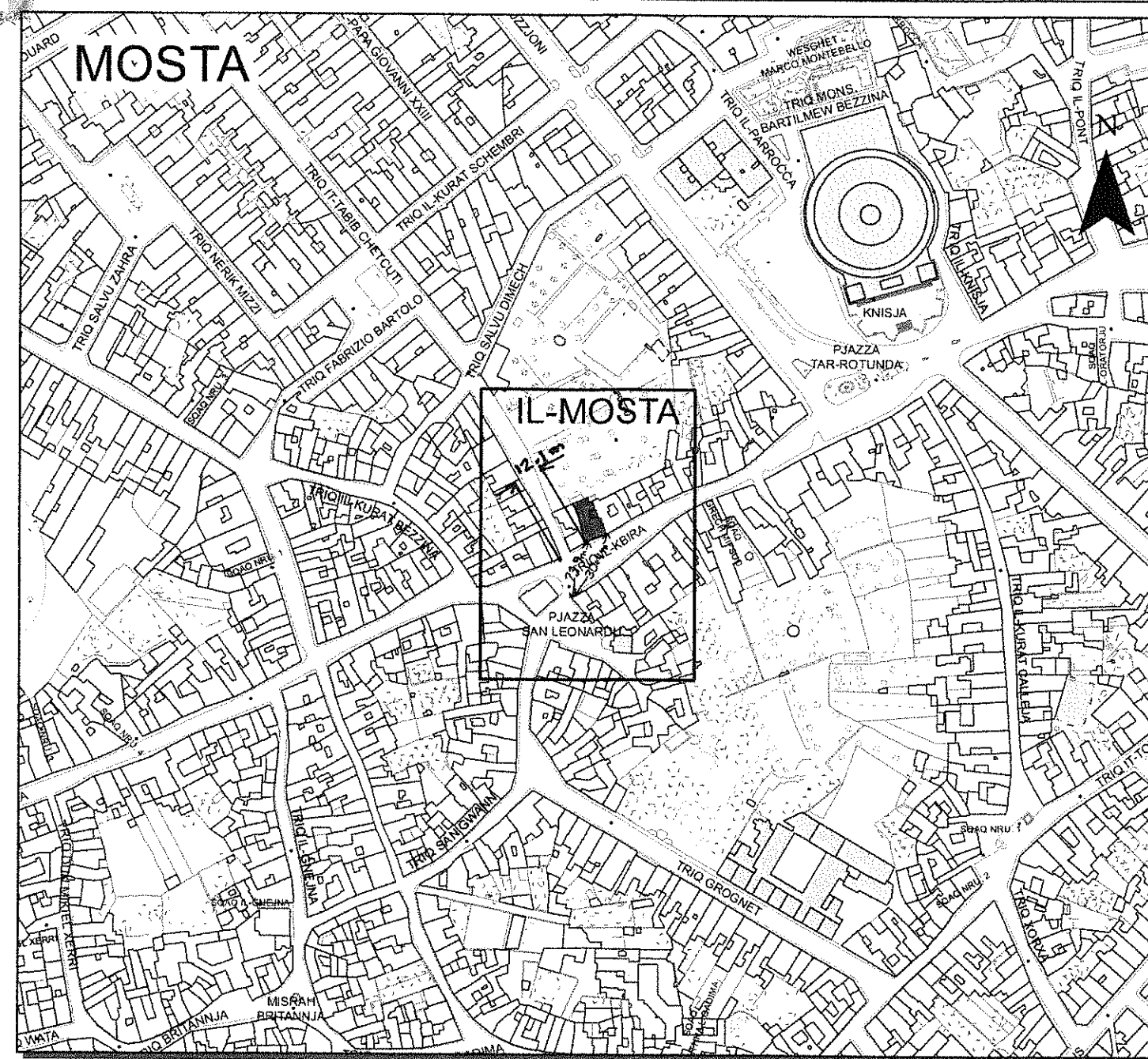
Scale 1:500



Scale 1:500

0 10 20 30 40 50m

NOTE: THIS DOCUMENT HAS BEEN PREPARED AND FURNISHED FOR IDENTIFICATION AND LOCATION PURPOSES ONLY AND IS NOT TO BE USED FOR OTHER PURPOSES OR FOR THE REGISTRATION OF PROPERTIES



Pjanta tas-Sit 1:2500 Site Plan

Aġenzija għar-Reġistrazzjoni tal-Artijiet

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



Land Registration Agency

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

Nru tal-Mappa: 276667 E
Map Number:

Pozizzjoni Ċentrali: x = 48131
Centre Coordinates: y = 74185

Parti min S.S.: 4874
Extracted from S.S.:

Data: 22/09/2022
Date:

Perit: PERIT DAMIAN VELLA LENICKER A.C.E.
Architect: WARRANT NO 384

Timbru tal-Perit:
Architect's Stamp: **Perit Damian Vella Lenicker A.C.E.**
Architect & Civil Engineer
Warrant No: 384

Qies (metri kwadri): AREA FOOTPRINT:
Ground Floor - 55.5 m²
1st FLOOR - 132.4 m²
2nd FLOOR - 132.4 m²

*including half footprint of common party walls
Firma ta' l-Applikant:
Applicant's Signature:

LR 278118

Dritt imhallas
Fee Paid

DOC 12 – ESTRATTI MIL-PJAN LOKALI TAC-ĊENTRU TA' MALTA

In line with the Plan's overall strategy, building height limitations have been reviewed for each local council area and are detailed through the relevant area policies and Building Heights and Urban Design Maps. The Local Plan designates only limited relaxation of Building Height Limitations established by the Temporary Provision Schemes (1988).

Development shall comply with the maximum building height limitation indicated in the relevant Building Heights and Urban Design Maps, shall comply with the relevant area policies that regulate building heights, shall be in accordance with the criteria for building heights established in the DC2005, and shall comply with all the relevant sanitary regulations.

Where an additional recessed floor is allowed as indicated in the relevant Building Height Limitations Maps, the following conditions will apply:-

- i. The recessed floor is to be constructed with a recess of at least 4.25m from the building alignment; and,
- ii. No penthouses are to be constructed above the recessed floor.

Where the need arises for an existing school to extend so as to incorporate required ancillary facilities, and this expansion cannot be achieved by means of horizontal extensions due to site constraints, then MEPA in consultation with the Department of Education will consider the development of an additional floor for the school above the maximum building height limitation indicated in the relevant Building Height Limitations and Urban Design Maps. This additional floor will be considered irrespective of the predominant height of existing buildings located in the vicinity of the site in question. However, extension above the height limitation will not be permitted by MEPA in the following circumstances:

1. For additional classrooms which would result in an increase in the student population of the school;
2. For schools located within Residential Priority Areas; and
3. Where the additional floor would, in MEPA's opinion, create an unacceptable visual impact on important scheduled or landmark buildings as viewed in their setting and/or against the skyline.

MEPA will also consider relaxing building height limitations in relation to the provision of Public Civic Facilities in accordance with the criteria of Policy CG20, and in relation to the provision of CPPS Car Parks in accordance with the criteria of the relevant Area Policies. However, should the School, Public Civic Facility or CPPS Car Park land uses cease to operate and a change of use be approved by MEPA involving the demolition and reconstruction of the existing buildings on site, the development right for the additional floor shall be nullified and the building height of the new development is to conform to the maximum building height limitation as indicated for the site in the relevant Building Height and Urban Design Map. Furthermore, if the use of the structure for School, Public Civic Facility or CPPS Car Park land uses remains in operation for a period of ten years or longer, then the additional floor can be retained even where a change of use has been permitted by MEPA.

The maximum building height limitations indicated in this local plan override any approved supplementary guidelines with respect to building heights.

- 3.3.15 The Local Plan adopts a restrictive approach on building heights so as to safeguard the character and amenity of all residential areas by limiting residential densities. Within Urban Conservation Areas building height amendments have been effected to the TPS (1988) in line with the provisions of the 'Design Guidance: Development Control within Urban Conservation Areas'. Therefore within UCAs the designated building height limitations as indicated in the Building Height Limitations Maps actually reflect the predominant height of the existing buildings. Urban areas that were already developed in the 1960's have generally been developed without semi-basements. Therefore in order to safeguard the streetscapes of these urban areas as identified in the relevant Building heights Maps, no new buildings with semi-basements will be permitted. For sites and areas outside development zone that are being recommended by this plan to be included within the Urban Development Boundary during the Structure Plan Review, a restrictive approach to building heights is being taken in order to safeguard long distance views and the landscape.
- 3.3.16 Notwithstanding this general restrictive approach on building heights, an additional recessed floor is being allowed in those parts of the Primary Town Centres of Birkirkara, Hamrun and Mosta that are located within the Urban Conservation Areas. This is aimed at enhancing the function of these Centres by allowing businesses to expand within these preferred locations. Furthermore, the consequent intensification of employment-generating uses along main transport routes in most of these centres is in line with the Local Plan transport strategy. The additional allowable floor is to be recessed in order to ensure the least adverse effect on the skyline and the streetscape of the Centres. This height relaxation however does not apply to Triq il-Kungress Ewkaristiku in Mosta in order to preserve the existing uniform skyline of this street of scenic value.
- 3.3.17 Building height relaxation not exceeding one floor is being permitted on school sites if this is the only option available to accommodate school extensions needed for the provision of new ancillary educational facilities (e.g.: media room, computer labs, art rooms etc.). This is being sought so as to avoid the costly relocation of existing schools. However, these vertical extensions will be allowed by MEPA provided that they are strictly in line with the Department of Education's school design policy and regulations. MEPA will not permit that the new space provided by the extension be used for new classrooms as this would increase the student population and thereby lead to increased impacts in traffic generation and reduced amenity. School extensions above height limitation for sites located within RPAs or affecting important Local Views in UCAs are not being allowed in order to protect the environment and amenity of these areas. Other floor increases are planned for Public Civic Facilities subject to conditions, and for CPPS Car Parks in order to help cross-subsidise such projects.
- 3.3.18 Other building height changes to the TPS (1988) as shown on the Building Heights Limitations Maps concern existing government housing blocks and schools that are already constructed at higher levels than the overall height limitation of the locality. In addition, the Commercial Area at Blata l-Bajda in Hamrun presently consists of buildings constructed up to six floors. Taking into account the predominant height of existing buildings in this commercial area, townscape considerations and the omission of higher density development, a five-floor height limitation is designated for Blata l-Bajda.

The Local Plan designates Residential Areas (RAs) within the Urban Development Boundaries of the following settlements as indicated in the relative Area Policy Maps:

Attard, Balzan, Birkirkara, Gharghur, Hamrun, Iklin, Lija, Mosta, Naxxar, Qormi and Sta. Venera

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.
- 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 sqm each, and convenience shops are not to exceed a total floor area of 75 sqm 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 CG17.
- vi. Class 5 (Use Classes Order, 1994) offices provided that:
 - the floorspace does not exceed 75 sqm;
 - 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 sqm (including storage of materials and/or finished products);
- The activity conducted within the premises does not use heavy duty and/or noisy electrical/mechanical (including pneumatic) equipment, and equipment which requires a 3 phase electricity supply;
- The activity conducted within the premises does not entail extensive and/or prolonged use of percussion hand tools (eg. hammers, mallets etc);
- The activity employs less than 5 people; and
- The activity conducted within the premises does not inherently entail the generation of combustion, chemical or particulate by products.

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

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

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

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

3.3.19 Residential Areas are the predominant land use in the urban areas especially on levels above ground floor. The range of non-residential activities, especially at ground floor level, tends to be a mix of uses and includes shops and offices, mostly of a local scale and serving local need, spread throughout the predominantly residential area. Garage businesses, schools, showrooms, bars and other uses can also be found in some residential areas, but the range and scale of the mix of uses is greatly influenced by the locality itself.

3.3.20 This policy seeks to guide the future growth of Residential Areas primarily by encouraging the location of more dwelling units within them. It is not the intention of MEPA to create "dormitory towns" through a rigid zoning policy, but it is important that these areas remain primarily an attractive place to live in and remain predominantly residential in use. This policy applies to all sites within the Residential Areas, unless a specific site is controlled by other policies in this Local Plan, in which case the site-specific policy should take precedence.

3.3.21 This policy also identifies those non-residential uses that can be located within the Residential Areas because they support and enhance community amenity (such as very small shops, old people's homes or kindergartens) and/or do not create adverse environmental impacts (such as small offices and small health facilities or visitor attractions). 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.

CG08

Residential Priority Areas

The Local Plan designates Residential Priority Areas (RPAs) within the Urban Development Boundaries of the following settlements as indicated in the relative Area Policy Maps:

Attard, Balzan, Birkirkara, Gharghur, Hamrun, Iklin, Lija, Mosta, Naxxar and Sta. Venera

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; and**
- 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 DC2005, Part 3, unless otherwise stated by a policy in this Local Plan.**

If a master plan agreed to by 75% of the owners of the gross floor area for each of the identified sites at Birkirkara, Hamrun and Santa Venera as indicated on Maps BKM1, HAM1 and SVM1 is submitted to MEPA, the re/development of the identified villa sites to terrace houses, maisonettes and flats may be considered favorably by MEPA under the following conditions:

- a) The uses comply with Policy CG07 Residential Areas; and**
- b) The height limitation is for three floors plus semi-basement for all these sites notwithstanding that this does not conform to the building height limitation as indicated in the relevant Building Height Limitations Maps.**

In the absence of an approved master plan, development of individual plots should follow the conditions set out in the DC 2005 for the relevant Villa Areas.

- 3.3.22 Residential Priority Areas are generally used exclusively for residential purposes. RPAs are distinct from other urban areas because of the particular building design of the existing semi-detached/detached dwellings and bungalows, lower densities and appreciable landscaped areas within individual sites. These areas can be extensive such as in the case of Naxxar and Iklin, or may consist of small enclaves such as in Birkirkara, Mosta and Blata-l-Bajda. The proliferation of non-residential uses within these RPAs is likely to have a serious impact on their particular residential character and amenity, and is therefore not permitted by MEPA.**

- 3.3.23 The second part of the Policy that is referring to the possible change from villa to terrace house zoning relates to specific blocks that had been zoned for villa development in the 1960s Town Planning Schemes and where, over the years, a number of developments both within the blocks and in the surrounding areas occurred which seriously compromised their low-density residential character. This policy is aimed at guiding the future development of these sites within their context and ensuring that a balance is reached between the demands to develop land more efficiently and intensively and the needs of the existing residents.

3.4 Urban Environment

CG09

Urban Conservation Areas

MEPA shall carry out a rigorous character appraisal of all the streets in the Urban Conservation Areas (UCAs) in the Local Plan area with the following aims:

1. To generally revise and update the UCA boundaries of all settlements further to the revisions to the UCA boundaries as approved in this Plan;
2. To establish a classification of streets according to their conservation value that takes into account the quality of the architecture, streetscapes, open spaces, the location and setting of listed/scheduled buildings and dwelling layouts;
3. To establish a location specific, comprehensive policy framework to guide development proposals within the street hierarchies of the UCAs. In the interim period, development proposals within the designated UCAs will be required to comply with the relevant policies of the Structure Plan and with MEPA's "Design Guidelines: Development Control within Urban Conservation Areas (1995)" unless specific policies in this Local Plan indicate otherwise.
4. To establish a comprehensive policy framework that encourages the sustainable regeneration of declining areas within UCAs; and,
5. To identify measures aimed at mitigating existing negative visual impacts and to enhance the character and appearance of each specific UCA.

In the open space enclaves in the UCAs of Attard, Balzan, Birkirkara, Gharghur, Lija, Mosta, Naxxar and Santa Venera as designated on the relevant Area Policy Maps, MEPA will not consider any development or redevelopment proposals that create new independent residential/non-residential units, including garages for the parking of vehicles.

In the identified open space enclaves, development proposals will only be considered if they:

- (i) Constitute an extension to an existing building aimed at increasing the amenity and enjoyment of the property; or
- (ii) Form part of a conversion scheme aimed at bringing a disused or dilapidated building back into use, even if such a scheme will create new residential/non-residential units; or
- (iii) Form part of redevelopment schemes provided these comply with all other policies relating to control of development in UCAs; or
- (iv) Involve solely the construction or enlargement of a swimming pool together with its ancillary reservoir, pump room and paving or hard surfacing around the pool or such development if linked to (i) and (ii) above.

In addition, the development proposals listed above will be considered provided that all the following conditions are complied with:

- a. The proposals under (i), (ii) and (iii) do not result in a building depth of more than 25m from street frontage;
- b. The proposals under (i) and (ii) are physically attached with the main building and form an integral part of the main building;
- c. The scale, bulk and design of the proposals under (i), (ii) and (iii) do not compromise the openness of the enclave and the architectural integrity of the existing building;
- d. The design, materials and colours of the swimming pool and paving in (iv) are compatible with the character of the enclave;
- e. The take up of soil or planted areas, irrespective of the existing condition of such areas, for the development permitted under (i), (ii), (iii) and (iv) should be minimal and in no case exceed 15% of the total soil and planted areas of the site; and
- f. They do not adversely affect existing features which are worthy of retention, including tall/mature trees (such as oaks, conifers or palms), but consideration may be given in exceptional cases to the relocation of such features within the same open space provided the existing location is not an intrinsic part of the character of the open space and the relocation will not result in the destruction or serious alterations of the same feature.

Development proposals in those parts of the open space enclaves which are scheduled will be controlled by the Legal Notice giving statutory standing to such scheduling, together with all other policies relevant to such scheduling.

The provisions of Part B paras. 2 and 3 of the Development Control within UCAs Design Guidance of 1995 are being replaced by this policy for the identified open space enclaves.

- 3.4.1 UCAs consist of important historic, architectural and townscape elements which are fundamental to their character and which must be conserved. To this end MEPA considers it a priority to conduct a comprehensive exercise whereby UCA boundaries will be reviewed, and all the streets within the UCAs are classified according to their architectural qualities, their conservation importance and the quality of residential accommodation within them. This identification process would enable MEPA to identify those urban areas that are extremely important to the heritage of the locality and therefore highly sensitive to interventions, and other parts that can absorb some development without undue negative impacts. Once this classification is approved and adopted, all development planning applications within UCAs will be determined taking into full account of the provisions of this classification and the associated policy framework. The comprehensive policy framework will also seek to reverse the trend in declining urban areas that are experiencing problems of out-migration, an ageing population, vacant and substandard housing, overcrowding and poor environmental conditions by actively promoting sustainable regeneration projects.
- 3.4.2 Open spaces, both private and public, in UCAs perform essential functions of separating land uses in high density areas, protect amenity by supporting trees and vegetation, define the form of the urban settlement, and are an important element in local architecture and traditional urban character. Conservation policies in the 1990 Structure Plan and the 1995 Supplementary Planning Guidelines on UCAs provide

the current policy framework for controlling development in such spaces. As part of the Local Plan process, concern, based on experience in implementing the Structure Plan policies, was raised on the adequacy of the Supplementary Planning Guidelines to protect private open spaces in UCAs.

- 3.4.3 A detailed review of the guidelines in relation to private open space in UCAs revealed that through its generic statements, the policy document created loopholes that have given rise to development opportunities in open spaces which were not intended by the Structure Plan and would harm the UCAs themselves. The distinction in the guidelines between the core and the periphery of UCAs requires clarification and the criteria for assessing development have shortcomings, which needed to be addressed.
- 3.4.4 This policy prohibits any new development proposals in open space enclaves which will create new residential units, or any other type of new uses, as these will increase densities in UCAs, which will in turn have a direct negative impact on their character, especially due to additional traffic generation and parking requirements. The policy then identifies those development proposals which can be accepted because they will not seriously harm the value of the enclaves with the condition that certain constraints are applied. The conditions ensure that, while not hindering the enjoyment of private property or undermining the objective of revitalising deteriorating urban cores, physical development will not prejudice the intrinsic features and character of the open space.
- 3.4.5 This policy reflects an analysis, from maps and aerial photographs, of the internal private open spaces (those enclosed by existing buildings) in the UCAs in the Plan area. This analysis was based on the following guiding principles, developed to select those open spaces worthy of more protection. The open spaces identified for protection needed to:
- (i) on average, be more than 30m wide at the shortest distance from one side of the enclave to the other; and/or
 - (ii) have substantial tree cover; and/or
 - (iii) have a substantial number of dwelling units overlooking the enclave; and/or
 - (iv) have an unfragmented configuration.

The list of characteristics above was formulated to ensure that only those enclaves with significant group value were identified. Criterion (i) was required to establish a physical baseline around which to start the identification of the enclaves while criteria (ii), (iii) and (iv) establish the amenity value of each open space as it is being enjoyed by a substantial number of residents and contains good tree cover which gives them their intrinsic value. Criterion (iv) also ensures that enclaves which have already been compromised by significant development within them are not included. Small rooms, buildings or structures were not considered as leading to the fragmentation of the enclave.

- 3.4.6 In drawing up the boundaries of the enclaves indicated on the relevant Area Policy Maps, a flexible approach was taken to the 30m dimension if it resulted that a specific enclave achieved a considerably high conservation value when considering the other three criteria. Where an enclave was not completely surrounded by buildings and had a gap site with a frontage along an existing street, the depth of development within this gap site was decided on an assessment of the effect that this development would have on the overall value of the enclave.

3.5 Commerce and Industry

CG12

Town Centres

MEPA designates the following town centres within the local plan area:

Type of Centre	Locality	Area Policy Map
Primary Centres	Birkirkara	BKM1
	Hamrun	HAM1
	Mosta	MOM1, MOM2
Secondary Centres	Naxxar	NAM1, NAM2
	Qormi	QOM1

The boundaries of these town centres are indicated in the relevant Area Policy Maps. The acceptable land uses (new uses, extensions to existing uses, and change of uses) within all frontages located within these designated town centres are listed below. However the listed town centre uses are only allowed at ground floor level in Triq il-Kbira, Triq Mike Pulis, Triq is-Santwarju and Triq Tumas Fenech in the designated Birkirkara town centre, with dwelling units allowed on upper floors.

- i. Class 1 (Use Classes Order, 1994) dwelling units on upper floors only. Proposals for residential development at ground level will only be considered by MEPA provided that the proposed development scheme includes one dwelling unit only. Conversions from existing Commercial Uses at Ground Floor level to new Residential units will not be permitted by MEPA.
- ii. Class 2 (Use Classes Order, 1994) residential institutions on upper floors only.
- iii. Class 3 (Use Classes Order, 1994) hostels.
- iv. Class 4 (Use Classes Order, 1994) retail uses including, shopping malls and speciality shopping, but excluding showrooms, provided they comply with the provisions of MEPA's Interim Retail Planning Guidelines (2003).
- v. Supermarkets provided that they comply with all the provisions of Policy CG17.
- vi. Class 5 (Use Classes Order, 1994) offices.
- vii. Class 6 (Use Classes Order, 1994) Food and Drink, including hot food take-away. However take-aways are not to be allowed above ground level.
- viii. Class 7 (Use Classes Order, 1994) non-residential institutions including interpretation centres. However public halls are to have a floor area that does not exceed 150 sqm.
- ix. Class 8 (Use Classes Order, 1994) educational facilities.
- x. Class 9 (Use Classes Order, 1994) assembly and leisure.
- xi. Class 11 (Use Classes Order, 1994) business and light industry provided that:
 - The gross floor area of the premises does not exceed 50 sqm (including storage of materials and/or finished products);
 - The activity conducted within the premises does not use heavy duty and/or noisy electrical/mechanical (including pneumatic) equipment, and equipment which requires a 3 phase electricity supply;
 - The activity conducted within the premises does not entail extensive and/or prolonged use of percussion hand tools (eg. hammers, mallets etc);
 - The activity employs less than 5 people; and
 - The activity conducted within the premises does not inherently entail the generation of combustion, chemical or particulate by products.

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

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 Town Centres 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.

- xii. Class 17 (Use Classes Order, 1994) storage facilities only provided that the gross floor area does not exceed 75 sqm.
- xiii. Taxi Business or for the hire of motor vehicles.
- xiv. Band club and social club.
- xv. Cleaning of clothes in venues where articles are brought by the public, provided that the gross floor area does not exceed 75 sqm.
- xvi. Conference Centre.
- xvii. Indoor shooting range provided that all the conditions of the Guidance on Shooting Ranges are fully adhered to.
- xviii. Bakery and Confectionery with provision for outside catering.

MEPA will support initiatives from public agencies and the private sector that contribute to the enhancement of the external environment of town centres and add to their attraction as a community and retail hub. Proposals for appropriate pedestrianisation schemes, landscaping schemes and traffic management will also be considered favourably. MEPA will strongly encourage the establishment of town centre management initiatives in the primary town centres.

- 3.5.1 The town centre is the focus for a range of commercial and community activities, resulting in a mix of, often interdependent, land uses that provide a focus for identity, social interaction and business opportunities. It includes a combination of features; historic buildings, cultural, civic and governmental buildings, as well as public open spaces. This physical form and mix of functions, which have evolved over a considerable period of time, makes a town centre different from a shopping centre and provides much of its character which can be further enhanced by introducing appropriate new uses into historic buildings. It also has a high level of accessibility to employment, services, and facilities for all the community. Shopping provision is a key component of town centres, and makes a major contribution to their vitality and viability. It is important therefore that they retain retailing as a core function.
- 3.5.2 The term "town centre" is used generally to cover city and town centres which provide a broad range of facilities and services and act as a focus for both the community and for public transport. It excludes small clusters of shops of purely local significance. The size of the centre will influence the range of activities that it offers and its function. The scale of development possible and the opportunities available will differ from place to place.
- 3.5.3 The Retail Strategy defined a primary town centre as a town centre with a regional or sub-regional function for non-food shopping. A secondary centre is a town centre with a significant non-food shopping element but serving local residents or residents of closely neighbouring villages and used at least by 2,500 people for non-food shopping. Non-food shopping is to be considered as comparison goods, which include clothing, footwear, furniture, household textiles, electrical goods, hardware, chemist goods, jewellery, recreational and other miscellaneous goods. Convenience

goods retail outlets are to be directed towards local centres that are the appropriate commercial areas for this type of shopping.

- 3.5.4 Although retailing is a dominant activity in a town centre, the attraction of each centre for the location of other businesses and social and community facilities were taken into account in identifying the acceptable range and mix of uses indicated in the policy. The vitality and viability of town centres depends on a varied mix of uses and activities that encourage people to visit the centre whilst ensuring that they remain an attractive place to live in.
- 3.5.5 Creating liveable communities requires integrated initiatives aimed at improving the quality of life of citizens. A quality physical external environment can act as the catalyst for investment, economic growth and social well-being.

CG13

Local Centres

MEPA designates the following Local Centres within the local plan area:

Location	Area Policy Map
Triq il-Mosta, Attard	ATM1
Triq il-Pitkali, Attard	ATM1
Piazza Tommaso Dingli, Attard	ATM1
Triq Wied Hal-Balzan, Balzan	BZM1
Piazza Bertu Fenech, Balzan	BZM1
Triq Fleur de-Lys, Birkirkara	BKM1
Misrah il-Knisja and Triq San Bartolomew, Gharghur	GHM1
Tar-Rabbat, Hamrun	HAM1
Misrah Ninu Cremona, Iklin	IKM1
Piazza Transfigurazzjoni, Lija	LJM1
Blata l-Gholja, Mosta	MOM2
Sta. Margherita, Mosta	MOM1
Is-Saghjtar, Mosta	MOM2
Triq San Pawl, Naxxar	NAM1
Malta Trade Fair Site, Naxxar	NAM1
Triq ix-Xambekk, Bahar ic-Caghaq	NAM4

Detailed comprehensive development plans for the Local Centres in the following locations are to be approved by MEPA before the Authority considers any development applications in these Centres:

1. Misrah Ninu Cremona in Iklin as per Policy IK01;
2. Blata l-Gholja as per Policy MO02;
3. Is-Saghjtar in Mosta as per Policy MO03; and,
4. Malta Trade Fair site as per Policy NA02.

The acceptable land uses (new uses, extensions to existing uses, and change of uses) within all frontages located within these designated Local Centres are as follows;

- i. Class 1 (Use Classes Order, 1994) dwelling units on upper floors only. Proposals for residential development at ground level will only be considered by MEPA provided that the proposed development scheme includes one dwelling unit only. Conversions from existing Commercial Uses at ground floor level to new Residential units will not be permitted by MEPA.
- ii. Class 2 (a) (Use Classes Order, 1994) residential accommodation and care to people in need of care on upper floors only.

archaeological investigations will be carried out prior to the issue of a permit if the level of certainty and the significance of the archaeological potential of the site are high. On the other hand, MEPA recommends that monitoring will be carried out after the issue of a permit if the level of certainty and the significance of the archaeological potential of the site are low. It is emphasized that preservation *in situ* is always preferred, and will be the primary objective of all planning obligations. Where there is no overriding case for preservation, proposals for development will only be considered after alternative layouts have been fully examined which attempt to avoid the area/site in question.

- 3.7.4 In the classification of Archaeological Classes, Class E sites are sites known to have existed and are referred to in written documents, prints, maps, paintings and photographs but are at present no longer visible.

CG24

Protection of Areas of Agricultural Value

MEPA will designate and classify all Areas of Agricultural Value (AAVs) within the Local Plan area following confirmation of the quality of agricultural land by the Authorities responsible for Rural Development and Agriculture. Within designated AAVs only buildings, structures and uses essential to the needs of arable agriculture will be permitted on condition that it can be demonstrated to the satisfaction of MEPA that they will not adversely affect the quality of water resources, soil and landscape, and that they will not conflict with scenic, ecological, scientific, archaeological and mineral interests. In addition, applications for agricultural related development that will result in the subdivision of land holdings will not be permitted within AAVs.

In the interim period, until such designations have been fully confirmed, development proposals on agricultural land as indicated in the Environmental Constraints Maps will be required to comply with the relevant Structure Plan Policies and the relevant Policy and Design Guidance for Rural Development and Agriculture.

- 3.7.5 The identification of the quality of agricultural land in the Central localities has been undertaken in conjunction with the Agricultural Department only for specific locations where the Plan required immediate feedback regarding development proposals. Following the confirmation of other surveys by the relevant Authorities responsible for Rural Development and Agriculture on agricultural land an overall and holistic indication of all agricultural quality areas determining all AAVs will be available for the Central Zone. These need to be identified and classified in accordance with Structure Plan Policies RCO1-3 and RCO7.

CG25

Protection of Strategic Open Gaps

MEPA designates Strategic Open Gaps in the following localities as identified in the relevant Area Policy Maps.

Locality	Area Policy Map
Attard	ATM1
Gharghur	GHM1
Iklin	IKM1
Lija	LJM1
Mosta	MOM1, MOM2
Naxxar	NAM1, NAM2
Bahar ic-Caghaq	NAM4
Qormi	QOM1

Except for areas indicated for inclusion within the Development Zone through the Local Plans Rationalization of Development Boundaries Exercise (2006) as approved by Parliament, MEPA will not permit any urban development in designated Strategic Open Gaps except for essential small scale utility infrastructure provided that such development satisfies the following conditions:

- a) It is demonstrated to the satisfaction of MEPA that the developer could not acquire a suitable site for the proposed development that is not located within a Strategic Open Gap;
- b) The development is to have a siting, massing, layout and design which least impinges on the scenic value and character of the Strategic Open Gap; and,
- c) The development is to be adequately screened by soft landscaping.

Within Strategic Open Gaps, MEPA promotes the following uses and activities:

- i. Maintaining and enhancing attractive landscapes and the improvement of derelict land through habitat recreation, rural afforestation and soft landscaping schemes where appropriate in line with Policy CG11;
- ii. Nature conservation and improved presentation of important habitats, where appropriate;
- iii. The promotion of arable agricultural land uses in all areas not scheduled for environmental protection;
- iv. Improved access to the open countryside through the provision of country pathways and cycle routes, where appropriate; and,
- v. Providing opportunities for public informal recreation in appropriate locations.

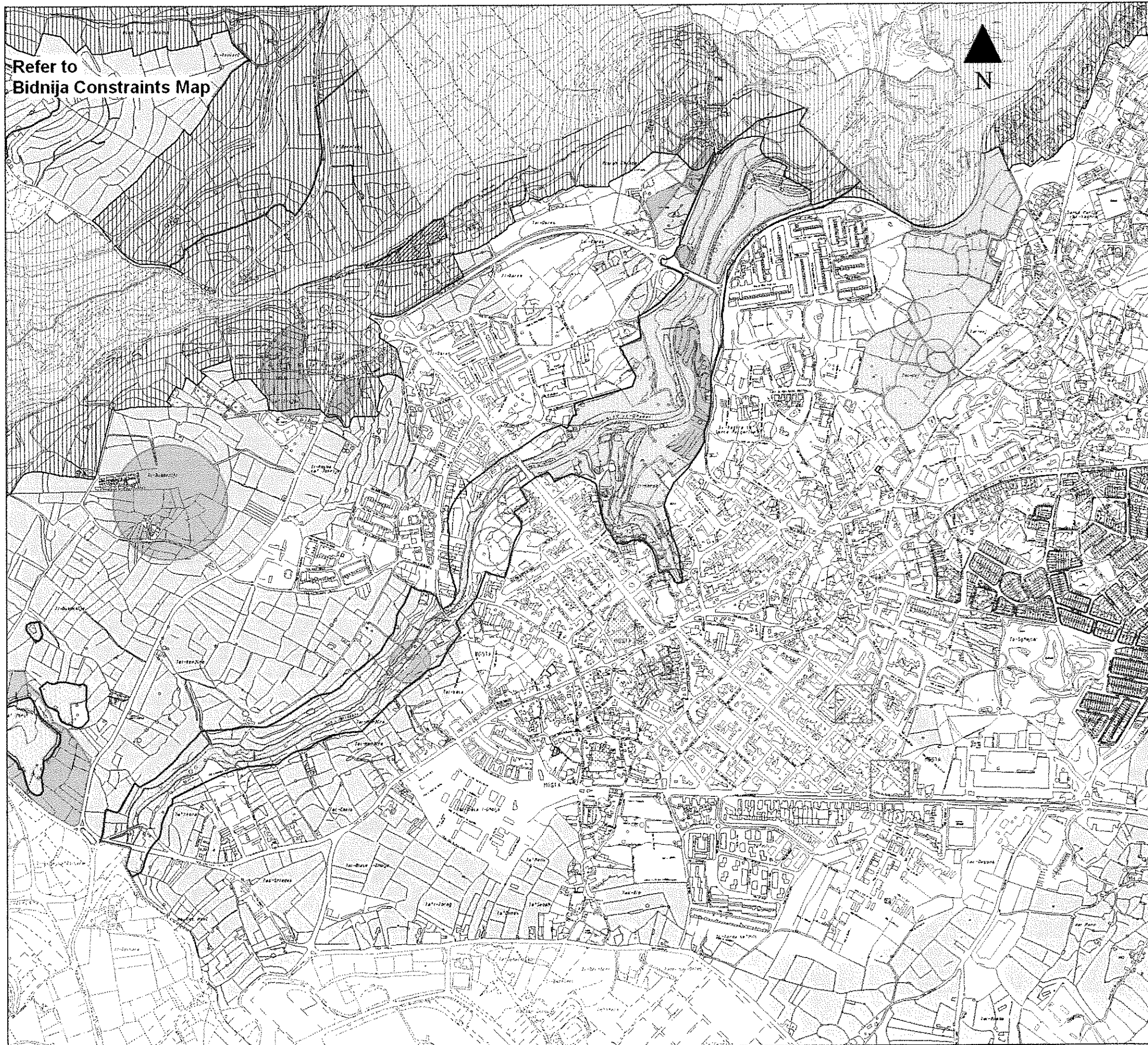
3.7.6 Central Malta is heavily urbanized with about 27% of the population of the Maltese Islands living within it. In this respect the strategic open gaps situated outside development zone and between settlements are priority areas requiring protection. These open gaps are very important being the first step outside urban areas offering a brief respite from the monotone visuals of heavily urbanized townscapes. Any further urban development in these areas would seriously degrade existing landscape and townscape settings, replace valuable agricultural resources and possibly damage natural habitats.

3.7.7 Management and cooperation between Local Councils and all other relevant agencies is needed to enhance the appearance of Strategic Open Gaps that include derelict areas and obtrusive buildings, and so as to improve links to the countryside for informal recreation. The importance of these open gaps will increase in the future, especially as urban densities increase.

CG26 Promotion of Heritage Trails and Walkway Routes

MEPA in conjunction with other relevant agencies will promote the introduction of a Heritage Trail along the Victoria Lines, a new walkway route along the Mosta Valley System and a Coastal Walkway Route in Naxxar. These walkway routes are indicatively shown in the Mosta, Naxxar and Gharghur Area Policy Maps.

In conformity with the provisions of Policy CG27, Environment Management Plans are to be formulated and approved for the designated Heritage Trails and Walkway Routes, and all works are to follow the guidance and recommendations set out in these EMPs. MEPA will promote improved pedestrian access along these routes through the



CENTRAL MALTA LOCAL PLAN



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

Malta Environment & Planning Authority

Key

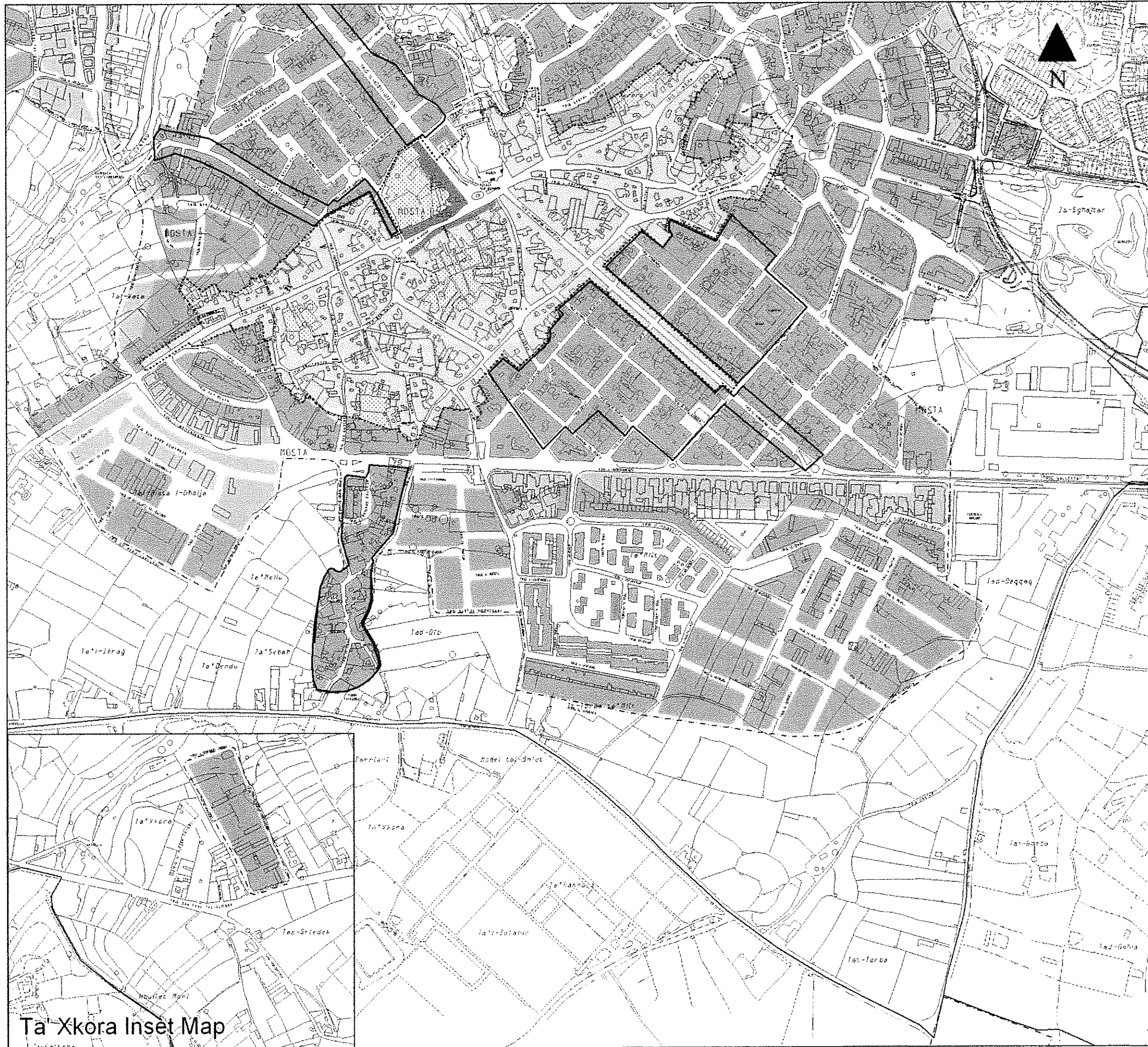
- Listed Archaeological Areas/Sites with buffer areas CG23
- Listed Ecological Areas/Sites CG22
- Proposed Tree Preservation Order CG28
- Scheduled Areas/Sites
- Listed Areas/Sites of Scientific Importance CG22
- Agricultural Areas CG24 (Awaiting Classification of Agricultural Value)
- Open Space Enclaves CG09

Areas/Sites of environmental, scientific and cultural importance may be added if scheduled or removed if descheduled by MEPA.


Mosta Environmental Constraints Map

Scale	Date	Map
1:10000	July 2006	MOM7
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CENTRAL MALTA LOCAL PLAN



L-Awtorita' ta' Malta Dwar l-Ambjent u l-Ippjanar
Malta Environment & Planning Authority

Key

- Local Council Boundary
- Limit to Development (TPS)
- Urban Conservation Area CG09
- Open Space Enclaves CG09

Within UCA

(Without semi-basement)

- 2 Floors
- 3 Floors plus 1 Receded Floor CG06

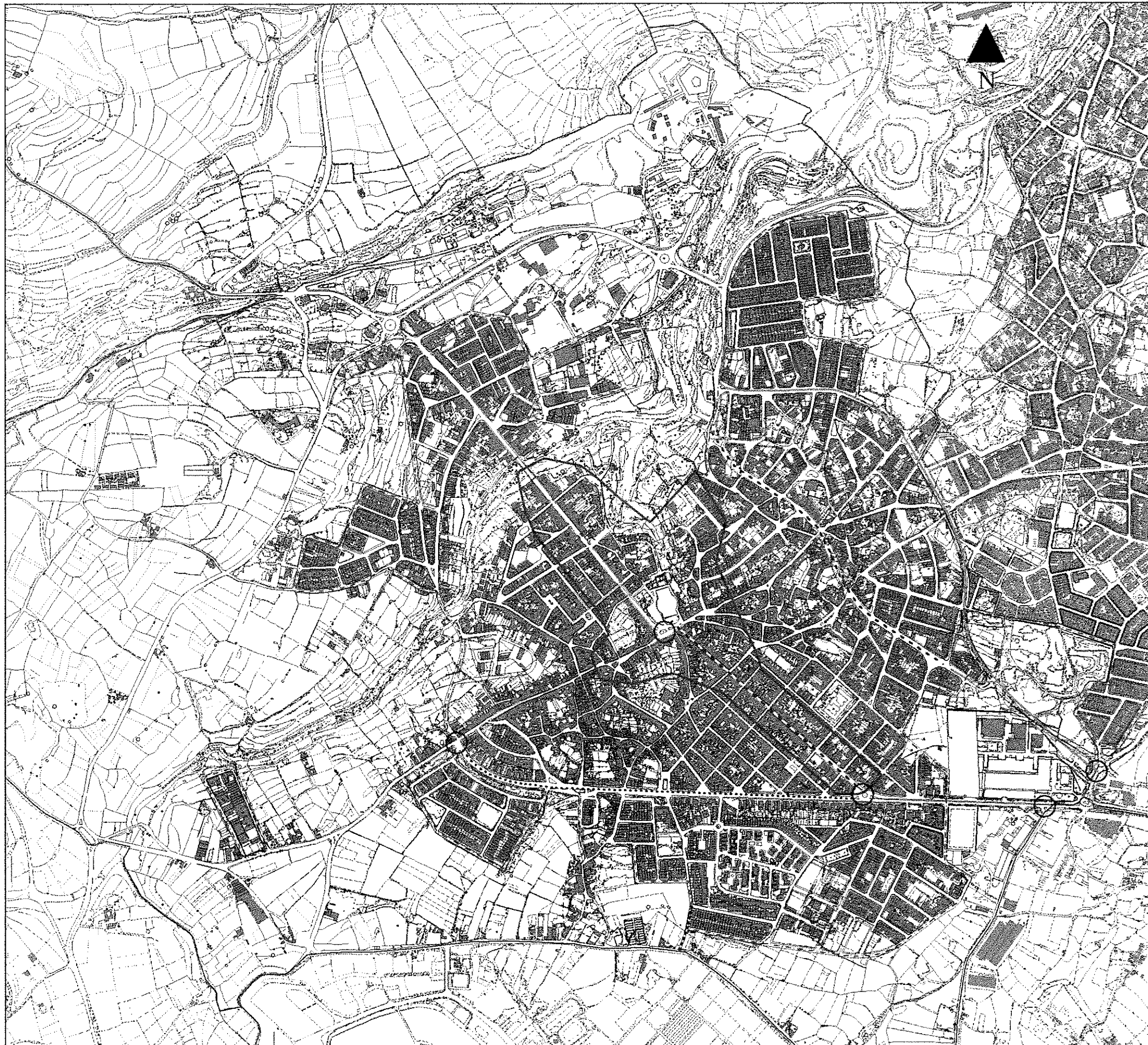
Outside UCA

- 1 Floor without semi-basement
- 2 Floors plus semi-basement
- 3 Floors plus semi-basement
- No semi-basement within area enclosed by black line
- 4 Floors without semi-basement

Mosta South Building Height Limitations Map

Scale 1:6000	Date July 2006	Map MOM6
<p>INDICATIVE ONLY Not to be used for direct interpretation or for the interpretation of street alignments</p>		
<p>Base Maps - 1988 Survey Sheets Copyright Mapping Unit, Malta Environment & Planning Authority</p>		

Ta' Xkora Inset Map



CENTRAL MALTA LOCAL PLAN



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

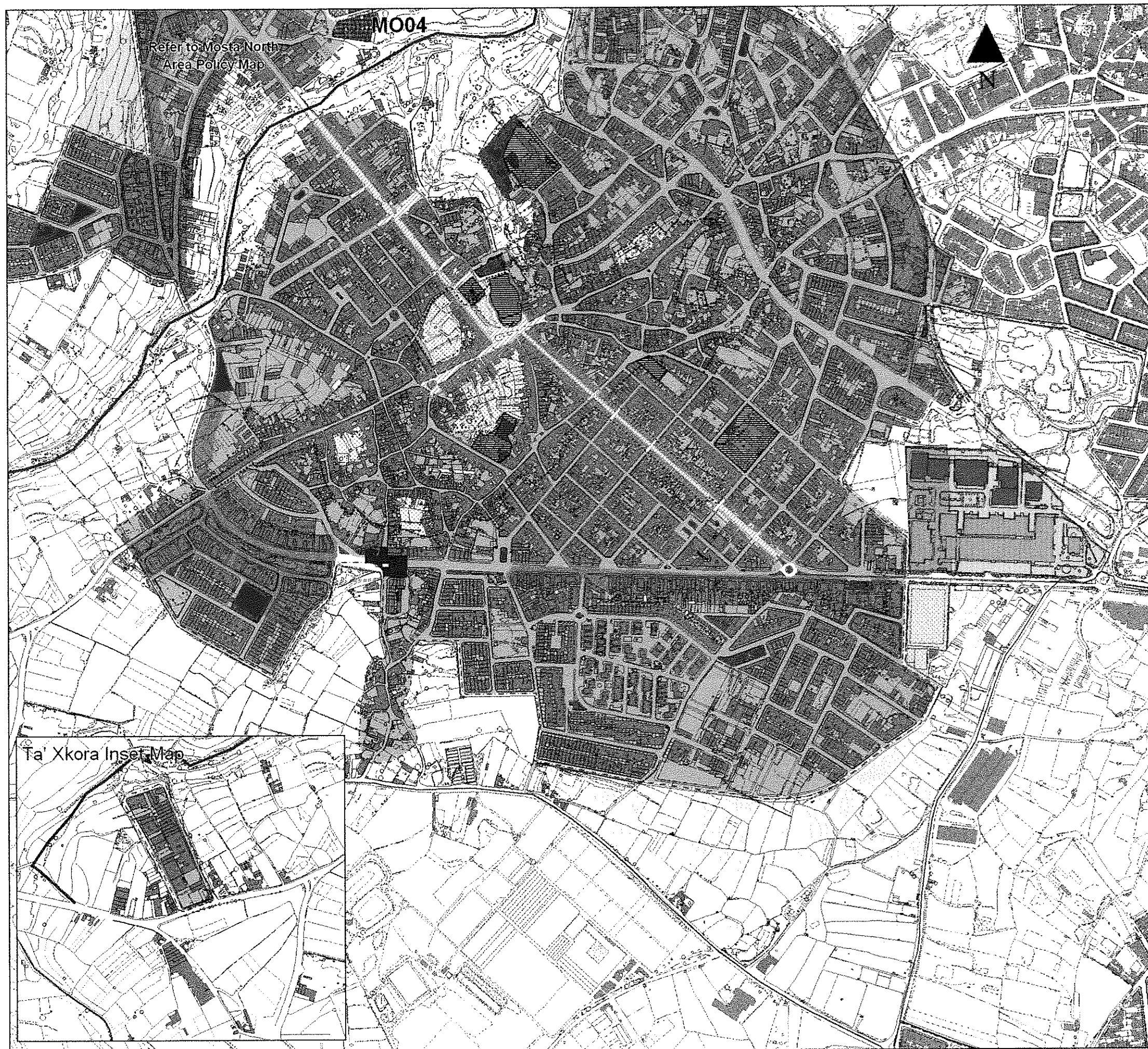
Malta Environment & Planning Authority

Key

- Local Council Boundary
- - - Limit to Development (TPS)
- Proposed By-Pass MO09
- Traffic Management MO09
- Road Upgrading MO10
- Controlled Parking Zone MO12
- △ Road Closures MO13
- Junction Improvements MO09, MO14

Mosta Transport Policy Map

Scale	Date	Map
1:10000	July 2006	MOM4
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CENTRAL MALTA LOCAL PLAN



L-Awtorita' ta' Malta Dwar l-Ambjent u l-ippjanar
Malta Environment & Planning Authority

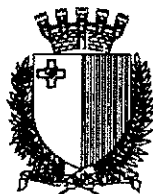
Key

- Local Council Boundary
- - - Limit to Development (TPS)
- Urban Conservation Area CG09
- Retain Existing Use with Extensions to Institutions
- Residential Areas CG07
- Residential Priority Area CG08
- Green Areas CG18
- Sports CG18
- Strategic Open Gaps CG25
- Primary Town Centre CG12
- Local Centre MO02, CG13
- Rezoning MO04
- Valley Walkway Route MO07
- Car Parks
- Education MO06
- Mosta Technopark Industrial Estate
- Open Space Enclaves CG09

Mosta South Area Policy Map

Scale	Date	Map
1:7000	July 2006	MOM2
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QORTI ĊIVILI PRIM' AWLA

**ONOR IMĦALLEF
DR FRANCESCO DEPASQUALE
LL.D. LL.M. (IMLI)**

**Seduta ta' nhar l-Erbgha
Hmistax (15) ta' Diċembru 2021**

Rikors Numru 1074/20 FDP

Fl-ismijiet

HSBC Bank Malta plc (C 3177)

Vs

Kuraturi Deputati appuntati sabiex jirrappreżentaw lill-assenti Marcel Philip Ellis (ID 372293M) u Wannapha Ellis (ID 42749A) u, permezz ta' digriet datat 23 ta' Frar 2021, ġew appuntati Dr Noel Bartolo u l-PL Gillian Muscat bħala Kuraturi Deputati u, permezz ta' digriet datat 22 ta' Ġunju 2021, ġie mahtur Dr Mario Caruana flok Dr Noel Bartolo

Il-Qorti:-

1. Rat ir-rikors datat 16 ta' Novembru 2021, li permezz tiegħu s-soċjeta' rikorrenti, bil-ġurament tal-Avukat Raph Agius Fernandez talbet is-segweni:

1. Illi l-Bank attur HSBC Bank Malta p.l.c. huwa kreditur tal-konvenuti wara li kien ipprova faċilita bankarja lill-konvenuti u fil-preżent l-istess konvenuti huma debituri fil-konfront tal-Bank attur għas-somma ta' mitejn sebgħa u għoxrin elf, erba' mija sitta u erbghin Ewro u sitta u sittin ċenteżmu (Eur 227,446.66), liema somma tirrapreżenta kwantu għal mija tnejn u hamsin elf, disa' mija tnejn u għoxrin Ewro u hamsa u erbghin ċenteżmu (Eur

152,922.45) kapital u kwantu għal erbgħa u sebgħin elf, hames mija erbgħa u għoxrin Ewro u wieħed u għoxrin ċenteżmu (€74,524.21) bħala imghaxijiet sat-28 ta' Ottubru 2020 u salvi imghaxijiet ulterjuri sal-pagament effettiv, liema ammont huwa dovut in konnessjoni ma' Home Loan Facility li gie konċess permezz ta' kuntratt fl-atti tan-Nutar Annalisa Caruana tas-6 ta' Ġunju 2008;

2. Illi interpellati sabiex iħallsu l-ammonti dovuti anke permezz ta' s-7 ta' Settembru 2018 iżda l-konvenut baqgħu inadempjenti;

Jgħidu għalhekk il-konvenuti għaliex m'għandiex din il-Qorti, prevja kwalsiasi dikjarazzjoni neċessarja:-

1. Tiddikjara illi l-konvenuti huma debituri solidali fil-konfront tal-Bank attur fis-somma ta' mitejn sebgħa u għoxrin elf, erba' mija sitta u erbgħin Ewro u sitta u sittin ċenteżmu (Eur 227,446.66) oltre l-imghax legali ulterjuri mid-29 ta' Ottubru 2020 sad-data tal-pagament effettiv, a tenur tal-artiklu 1142 tal-Kap. 16 tal-Liġijiet ta' Malta, u
2. Tikkundanna għar-ragunijiet hawn fuq premissi, lill-konvenuti iħallsu lill-Bank attur in solidum is-somma ta' mitejn sebgħa u għoxrin elf, erba' mija sitta u erbgħin Ewro u sitta u sittin ċenteżmu (Eur 227,446.66) oltre l-imghax legali ulterjuri mid-29 ta' Ottubru 2020 sad-data tal-pagament effettiv, a tenur tal-artiklu 1142 tal-Kap. 16 tal-Liġijiet ta' Malta;

Bl-ispejjeż inklużi dawk ta' l-ittri uffiċjali datata 17 ta' Lulju 2018 kontra l-konvenuti li huma ngunti għas-subizzjoni.

2. Rat id-dokumentazzjoni eżebita mis-soċjeta' rikorrenti, ossija il-kuntratt datat 6 ta' Ġunju 2008, Statement tal-kont 16105900, Sanction Letter tas-soċjeta' rikorrenti datata 2 ta' April 2008 u l-Ittra Uffiċjali 2527/2018 datata 17 ta' Lulju 2018.
3. Rat illi fis-17 ta' Marzu 2021, il-Kuraturi Deputati laqgħu għal dak mitlub billi qajjmu s-segweni difiżi:

1. Illi f'dan l-istadju l-esponenti mhux edotti mill-fatti u għalhekk jirriservaw li jippreżentaw risposta ulterjuri meta u jekk jirnexxielhom jikkomunikaw mal-intimati minnhom rappreżentati u f'dan ir-rigward minn issa jitolbu lir-rikorrenti tipprovdilhom kull informazzjoni li jista' għandha dwar kull mezz ta' komunikazzjoni mal-intimati.

2. *Illi l-bank attur irid jipprova li giet segwita skrupolożament il-proċedura tal-ħatra ta' kuraturi deputati u li jeżistu tassew ir-rekwiżiti għall-istess.*
3. *Illi sta għal bank attur li jipprova l-każ tiegħu sal-grad rikjest mill-Liġi.*
4. *Illi għal finijiet w effetti kollha tal-Liġi f'dan l-istadju l-esponenti jeċċepixxu li t-talbiet attriċi huma nfondati fil-fatt u fid-dritt u għandhom jiġi respinti.*
5. *Illi dato ma non concesso li ma jiġux akkolti l-eċċezzjonijiet sudetti l-esponenti jirrilewaw illi jekk hemm xi ammont li talvolta jista' jiġi dikjarat li hu dovut, għandu jekk ikun il-każ japplika l-benefiċċju tal-eskussjoni u/jew il-benefiċċju tal-qsim tad-dejn skond il-Liġi.*
4. Rat l-affidavit ta' Sina Ebejer, impjegata tas-soċjeta' rikorrenti li taħdem fid-Dipartiment tar-Recoveries ġewwa s-soċjeta' rikorrenti, ippreżentati fl-10 ta' Ġunju 2021, kif ukoll id-dokumentazzjoni minnha eżebiti.
5. Rat id-dokumentazzjoni ulterjuri ppreżentati mis-soċjeta' rikorrenti, ossija vera kopja tal-kuntratt ġia ppreżentat mar-rikors promotur u datat 6 ta' Ġunju 2008.
6. Rat illi fis-7 ta' Ottubru 2021, is-soċjeta' rikorrenti ddikjarat illi ma kellhiex aktar provi x'tippreżenta w il-kawża ġiet differita għall-provi intimati.
7. Rat illi fil-25 ta' Novembru 2021, il-Kuraturi Deputati għarrfu lill-Qorti illi, minkejja li ppruvaw jikkomunikaw mal-assenti konjuġi Ellis, ma rċevew ebda risposti mingħandhom, u għalhekk ma kellhom ebda provi x'jippreżentaw.
8. Rat illi fil-25 ta' Novembru 2021, il-Qorti dikjarat l-istadju tal-ġbir tal-provi bħala magħluqa u ddifferiet il-kawża għas-sentenza.
9. Perezzi illi jirriżulta illi, fis-6 ta' Ġunju 2008, l-konjuġi Marcel Philip u Wannapha Ellis, li għalihom ġew appuntati bħala Kuraturi Deputati Dr Mario Caruana u l-PL Gillian Muscat, sar kuntratt ta' self da parte mis-soċjeta' rikorrenti lill-konjuġi Ellis fl-import ta' €177,000 għall-akkwist tal-fond 243, Main Street, Mosta.
10. Peress illi jirriżulta illi, għalkemm saru varji pagamenti da' parte mill-konjuġi Ellis, l-aħħar pagament sar fis-27 ta' Ottubru 2014, minn liema data 'l hawn, ma sar ebda pagament ieħor.
11. Peress illi jirriżulta illi fis-17 ta' Lulju 2018 ġiet ippreżentata ltra Uffiċjali Nru 2527/18 fejn ġew interpellati sabiex iħallsu l-bilanċ dovut sa dak inhar, b'dan illi jekk tali pagament ma jsehhx fi żmien ġimghatejn, il-bilanċ kollu jkun dovut.
12. Peress illi jirriżulta illi, sad-data tal-preżentata tal-kawża, ossija 16 ta' Novembru 2020, ma sar ebda pagament, u l-bilanċ dovut, flimkien ma' imghax, kien fl-

ammont ta' €227,446.66, ossija mija, tnejn u hamsin elf, disa' mija tnejn u ghoxrin Ewro u hamsa u erbghin ċenteżmu (Eur 152,922.45) bhala kapital u erbgha u sebghin elf, ħames mija erbgha u ghoxrin Ewro u wiehed u ghoxrin ċenteżmu (€74,524.21) bhala imghaxijiet sat-28 ta' Ottubru 2020.

13. Peress illi ma ġew ippreżentati ebda provi in kontestazzjoni ta' tali ammont dovut, u għalhekk ma hemm ebda raġuni għaliex dina l-Qorti ma għandhiex tikkunsidra favorevolment it-talba rikorrenti.

KONKUŻJONI

Il-Qorti,

Wara illi rat l-atti kollha proċesswali;

Tiċhad l-eċċezzjonijiet tal-Kuraturi Deputati;

Tilqa' t-talbiet tas-soċjeta' rikorrenti *nominee* kif dedotti;

Tiddikjara illi l-konvenuti Marcel Philip Ellis u Wannapha Ellis, kif debitament rappreżentati mill-Kuraturi Dr Mario Caruana u l-PL Gillian Muscat, huma debituri solidali fil-konfront tal-Bank attur fis-somma ta' mitejn sebgha u ghoxrin elf, erba' mija sitta u erbghin Ewro u sitta u sittin ċenteżmu (Eur 227,446.66) oltre l-imghax legali ulterjuri mid-29 ta' Ottubru 2020 sad-data tal-pagament effettiv, a tenur tal-artiklu 1142 tal-Kap. 16 tal-Liġijiet ta' Malta, u għalhekk;

Tikkundanna lill-konvenuti Marcel Philip Ellis u Wannapha Ellis iħallsu lill-Bank attur in solidum is-somma ta' mitejn sebgha u ghoxrin elf, erba' mija sitta u erbghin Ewro u sitta u sittin ċenteżmu (Eur 227,446.66) oltre l-imghax legali ulterjuri mid-29 ta' Ottubru 2020 sad-data tal-pagament effettiv, a tenur tal-artiklu 1142 tal-Kap. 16 tal-Liġijiet ta' Malta.

Bl-ispejjeż, inklużi dawk ta' l-ittri uffiċjali datata 17 ta' Lulju 2018 kontra l-konvenuti Marcel Philip Ellis u Wannapha Ellis solidament bejniethom.

Francesco Depasquale LL.D. LL.M. (IMLI)
Imhallef

Rita Sciberras
Deputat Registratur

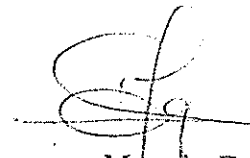
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SUBBASTA NRU. 42/22

B'Digriet moghti fil-Prim Awla tal-Qorti Ċivili fl-erbgha ta' Awwissu, tas-sena elfejn tnejn u ghoxrin (04/08/2022), fuq rikors ta' HSBC Bank Malta plc bin-numru tar-registrazzjoni numru C3177 gie ordnat il-bejgh bl-irkant;

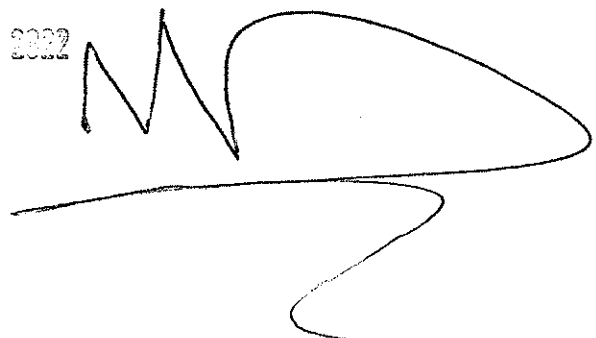
Il-fond bin-numru ufficjali mitejn tlieta u erbghin (243), fi Triq il-Kbira, Mosta, bl-arja inkluzza u bil-pertinenti kollha taghha, libera u franka. Il-propjeta ghandha s-sistema ta' dranaġġ in komuni ma terzi, u dan kif ahjar deskritt fl-att tan-nutar Annalise Caruana tas-6 ta' Ġunju 2008.

Din il-propjeta' tappartjeni lil Marcel Philip Ellis bin Stephen u Myriam Teresa mwieled l-Ingilterra detentur tal-karta tal-identita' 372293M u Whannapa Ellis nee' Sangkao detentriċi tal-karta tal-identita' 42749A u tal-passport bin-numru N768290 dettalji u partikolarijiet ohra mhux maghrufa u b'digrieti tat-tlieta u ghoxrin ta' Frar tas-sena elfejn wiehed u ghoxrin (23.02. 2021) u tat-tnejn u ghoxrin ta' Ġunju tas-sena elfejn wiehed u ghoxrin (22.06.2021) gew nominati Dr. Mario Caruana u PL Gillian Muscat bhala kuraturi deputati għall-assenti.



Marvic Farrugia
Deputat Registratur

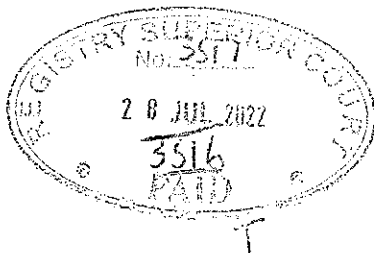
10 AUG 2022



Fil-Prim' Awla tal-Qorti Civili

Fl-atti tas-Subbasta /2022

HSBC Bank Malta p.l.c. (C3177)



Vs

Kuraturi Deputati sabiex
jirrapprezentaw lill-assenti Marcel
Philip Ellis (KI 372293M) u
Wannapha Ellis (KI 42749A u
detentrici tal-passaport numru N
768290)

Rikors ghall-mandat ta' qbid ezekuttiv fuq il-hwejjeg immobbli u bejgh bis-subbasta tas-socjeta HSBC Bank Malta plc:

Tesponi bir-rispett:

Illi permezz ta' sentenza tal-15 ta' Dicembru 2021, l-intimati konjugi Ellis gew ikkundannati jhallsu lir-rikorrenti s-somma ta' €227,446.66, flimkien mal-imghaxijiet skont l-istess sentenza, (vera kopja tas-sentenza hawn annessa u mmarkata Dok A);

Illi ma kienx hemm appell minn dina s-sentenza u lanqas ma saru pagamenti minn dakinhar li nghatat is-sentenza;

Illi fost il-proprjeta` immobbli tal-intimati hemm:

Il-fond bin-numru ufficjali mitejn tlieta u erbghin (243), Triq il-Kbira, Mosta, bl-arja inkluzi u bil-pertinenti kollha taghha, libera u franka. Il-proprjeta ghandha s-sistema ta' dranagg in komuni ma terzi, u dan kif ahjar deskritt fl-att tan-nutar Annalisa Caruana tas-6 ta' Gunju 2008 (kopja hawn annessa u mmarkata Dok B), li permezz tieghu l-proprjeta` giet akkwistata minghand l-konjugi Borg (pjanta tal-proprjeta` hawn annessa u mmarkata Dok C).

Ghaldaqstant, is-socjeta` esponenti titlob bir-rispett li din l-Onorabbli Qorti:

- Jghogobha tordna l-hrug tal-mandat ta' qbid ezekuttiv b'dan illi tordna l-bejgh in sub hasta tal-proprjeta kif deskritta f'dan ir-rikors,
- Tappunta espert tal-Qorti biex jeccedi fuq il-post u jaghmel il-valutazzjoni tieghu,

c) Tiffissa jum, hin u lok għall-bejgh tal-proprjeta imsemmija u dan in
sodisfazzjon tal-kreditu tagħha hawn fuq imsemmi,

u dan taht kwalunkwe provvedimenti li dina l-Onorabbli Qorti jidhrilha xieraq u
opportun

Bl-ispejjez.


Avv. Ralph Agius Fernandez
32, Triq il-Merkanti, Valletta

Esponenti: 32, Triq il-Merkanti, Valletta

Notifiki: Kuratur Dr.

Kuratur PL.

Ippreżentat minn

Avv. R. Agius Fernandez

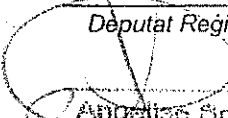
illum

28 ta' Lulju 2022

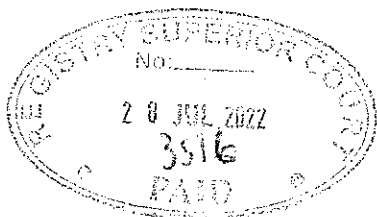
bla/ b'

13 - 1167 dokumenti.

Deputat Registratur


Annette Spiteri
Deputat Registratur
Qorti tal-Gustizzja (Malta)

Fil-Qorti Civili Prim Awla



FI-atti tas-Subbasta /2022


HSBC Bank Malta p.l.c.
(C3177)


Vs

Kuraturi Deputati sabiex
jirrapprezentaw lill-assenti
Marcel Philip Ellis (KI
372293M) u Wannapha Ellis
(KI 42749A u detentrici tal-
passaport numru N 768290)

Rikors tas-socjeta` HSBC Bank Malta plc;

Li permezz tieghu titlob lil dina l-Onorabbli Qorti tikkonferma, in kwantu wkoll dawn l-atti, lil
Dr Mario Caruana u PL Gillian Muscat bhala kuraturi tal-assenti konjugi Ellis kif gja degretat
fis-sentenza tal-15 ta' Dicembru 2021 (kopja annessa bhala Dok A mar-rikors promotur), li
abbazi taghha l-bank qed jintavola dawn il-proceduri.


Avv. Ralph Agius Fernandez
32, Triq il-Merkanti, Valletta


DANNA SULPHUR, L.P.
Legal Procurator

Esponenti: 32, Triq il-Merkanti, Valletta

P.L. D. Sullivan

(1)
MS

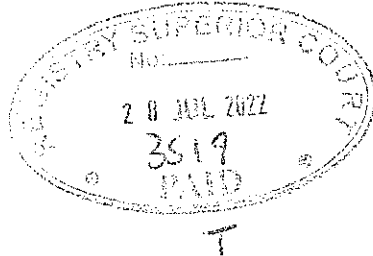
Fil-Qorti Civili Prim Awla

Fl-atti tas-Subbasta /2022

HSBC Bank Malta p.l.c.
(C3177)

Vs


Kuraturi Deputati sabiex
jirrapprezentaw lil Marcel
Philip Ellis (KI 372293M) u
Wannapha Ellis (KI 42749A u
detentrici tal-passaport
numru N 768290)



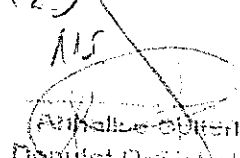
Nota tas-socjeta HSBC Bank Malta plc;

Illi s-socjeta' esponenti qeghda kontestwalment mar-rikors ghall-mandat ta' qbid fl-ismijiet hawn premessi tezebixxi ghal finijiet tal-artiklu 305 tal-Kap. 12 tal-Ligijiet ta' Malta kopja tar-ricerki ufficjali mahruga mir-Registru Pubbliku ta' Malta tal-intimati (Dokumenti *Dok D* u *Dok E*).


Avv. Ralph Agius Fernandez
32, Triq il-Merkanti, Valletta


DAVINA SULLIVAN B.A., L.P.
Legal Practitioner

Esponenti: 32, Triq il-Merkanti, Valletta

(2) P.L. D. Sullivan
115

Ankella-ottant
Deputat Registratur
Qorti tal-Gustizzia (Malta)

Dd 17

No Remarks

Order 1197180 Front Page

Name **MARCEL PHILIP ELLIS**
Spouse **WANNAPHA ELLIS**
Father **STEPHEN ELLIS**
Mother **MYRIAM MIFSUD**

ID Card **0372293M** Birthplace **ABROAD**

Date Of Birth **22/04/1973**

Liabilities From 01/01/1992 To 11/03/2022 Malta & Gozo

Transfers From 22/04/1991 To 11/03/2022 Malta & Gozo

Fidi From 22/04/1991 To 11/03/2022 Malta & Gozo **No Different Maternity**

Search Results

Note Note Note V D/P D/M I

Type Year Num.

H 2008 9494
I 2003 12427
I 2006 2955
I 2008 9580
I 2008 17119

0 9494

Note for Inscription of Hypothec and Privilege

Progressive number:-

Remarks:-

(For official use only)

Creditor: - HSBC Bank Malta p.l.c

Debtors:- Marcel Philip Ellis, Company Director, son of Stephen and Myriam nee' Mifsud born in Somerset, United Kingdom and residing at Marsaskala holder of identity card number 0372293 (M) and his wife Wannapha Ellis, daughter of Kong Sangkao and Angkana nee' Tammarat born in Songkhla, Thailand and residing at Marsaskala holder of passport number N 768290

Credit: - One hundred and seventy seven thousand Euros (€177,000) equivalent to seventy-five thousand nine hundred and eighty six Maltese liri and ten cents (Lm75,986.10c) granted on loan by the creditor to the debtors, out of which sum the creditor as delegated by the debtors paid the sum of eighty four thousand Euros (€ 84,000) equivalent to thirty six thousand sixty one Maltese liri and twenty cents (Lm36,061.20c) directly to vendors as part of the purchase price of the herein mentioned immovable property, that is the tenement officially numbered two hundred and forty three (243), situated in Main Street at Mosta including its air -space, and as to the remaining sum of ninety three thousand Euros (€ 93,000) equivalent to thirty nine thousand nine hundred and twenty four Maltese liri and ninety cents (Lm39,924.90c) to be paid to contractors, architect and people involved in the construction and alteration of the property sold on the deed, which loan is repayable in a fixed term, bearing the rate of interest as stipulated in the sanction letter, and under the terms and conditions stipulated in the deed published in my records of the sixth (6th) day of June of the year two thousand and eight (2008). However, if an event of default mentioned in the attached schedule marked Document "A" takes place, any sum outstanding to the Bank shall be immediately due and payable (together with all charges and expenses) all rights appertaining to the Bank shall be exercisable and all security shall become enforceable.

€ 153.771

5

RECEIVED
19 JUN 2008

CONF

Order 1197180

H / 9494 / 2008

C 9494

In such event the clients shall lose the benefit of any time granted to them for payment and this without the necessity of any other proceedings.

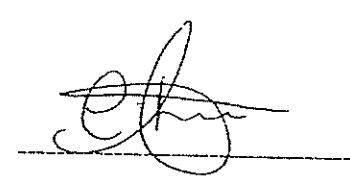
Cause of Preference:-

A General Hypothec over all clients' property in general, present and future, a Special Hypothec up to the amount of one hundred and seventy seven thousand Euros (€177,000) equivalent to seventy-five thousand nine hundred and eighty six Maltese liri and ten cents (Lm75,986.10c) over and above the Special Privilege up to the amount of eighty four thousand Euros (€ 84,000) equivalent to thirty six thousand sixty one Maltese liri and twenty cents (Lm36,061.20c) over the tenement officially numbered two hundred and forty three (243), situated in Main Street at Mosta including its air -space.



Director

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19 JUN 2008



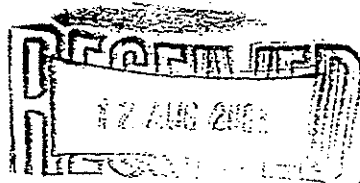
Not Dr Annalisa Caruana

ANNALISA CARUANA
Notary Public, Malta
COMMISSIONER FOR OATHS
Tel: 9940 9313

12427

The twenty first day of July of the
year two thousand and three.

Eliza Farrugia, single, daughter of Carmel Farrugia and Jane nee Nicholls born in Pieta' and residing at Floriana and Marcel-Philip Ellis, a vet nurse, son of Stephen Ellis and Miriam nee Mifsud born Somerset, United Kingdom, and residing at Valletta, who will be soon contracting matrimony, agreed and declared that as provided in Section one thousand two hundred and thirty seven (1237) sub section two (2) of the Revised Edition of the Civil Code, the community of acquests contemplated by law is to be excluded from their forthcoming marriage and that all income, property, fruits or any other goods acquired by either one of them in the course of their marriage shall remain separate and shall belong and be administered exclusively by the same acquirer, and that therefore the parties agreed that their marriage shall be regulated by the system of separate property, thereby establishing the system of separation of estates. For all purposes of law the parties agreed that the management of all their present and future paraphernal property shall appertain exclusively to the spouse to whom such property belongs, as contemplated in Section one thousand three hundred and thirty four (1334) sub section two (2) of the Civil Code; - and under all the other terms and conditions stipulated in the deed.



H. *[Signature]*
7/10'

Not. Elena Farrugia.

2955

Eight (8th) day of February two thousand and six (2006)

Personal separation made between Marcel-Philip Ellis, an Online Marketing Manager, son of Stephen Ellis and Miriam nee Mifsud, born in Somerset, United Kingdom, and residing at Suffolk, England, Identity Card number 372293M, and on the other part, Eliza Ellis, wife of the said Marcel, daughter of Carmel Farrugia and Jane nee Nicholls, born in Pieta' and residing at Floriana, Identity Card number 516380M, whereas parties premised and declared that:

(i) they contracted their marriage on the sixth (6th) day of September of the year two thousand and three (2003), at Floriana, which marriage is registered in the Public Registry of Malta in the Marriage Register with the number one thousand six hundred and three of the year two thousand and three (1,603/2003);

(ii) their matrimonial co-habitation is no longer possible on account of gross incompatibility of character and other reasons which suffice at law to justify the obtainment of a personal separation;

(iii) no children were born from their marriage;

and whereas the said parties were authorised to appear on this deed in virtue of a decree of the Civil Court (Family Section) dated the twenty sixth (26) day of January of the year two thousand and six (2006);

The parties appeared on the contract of consensual personal separation and agreed and contracted as follows:-

1. The parties, spouses Ellis, separated from each other and liberated one another from the reciprocal obligation of co-habitation and assistance.

2. Each of the spouses definitely renounced to his/her right to claim and/or receive maintenance from each other. The parties declared that the renunciation stipulated in this clause shall be considered irrevocable for all intents and purposes of Law and shall persist and remain effective notwithstanding any change in the parties' respective means and condition.

3. The spouses declared that in virtue of a pre-nuptial deed published on the twenty-first (21st) July two thousand and three (2003) in the records of Notary Doctor Elena Farrugia, the spouses agreed that their marriage was to be regulated by the system of separate property, thereby establishing the system of separation of estates between them.

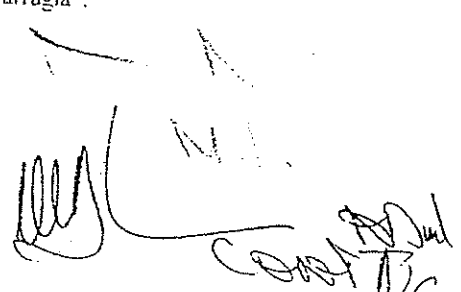
4. Save as stated hereunder, the spouses reciprocally declared and confirmed that they are each in exclusive possession of all their respective paraphernal and/or dotal movable property, and that there exists no property which is owned or otherwise held in common between them. For the purposes of this clause, the wife tendered receipt for the sum of two hundred Maltese liri (Lm200) which the husband is presently refunding unto the wife by way of the full and final reimbursement of any and all funds appertaining to the wife and in the husband's possession prior to the date of the deed. The wife further duly acknowledged that she is still in possession of the husband's paraphernal and particular effects which are listed in the Document 'B' attached to the deed, which effects the wife undertook to deliver unto any person who is duly authorised by the husband to collect such effects.

5. The parties renounced to their respective rights and claims of succession or inheritance over each other's estates. The parties agreed that the effects of this stipulation shall extend to testamentary

2955

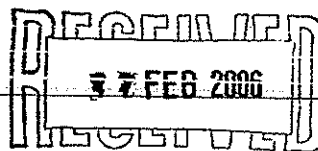
dispositions made by either party in favour of the other party prior to the deed, such that by operation of this deed, such dispositions shall lapse and not have effect without the need of further formality. Provided however that this stipulation shall not extend to any testamentary disposition made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

6. Either of the spouses shall be entitled to perform and exercise all acts of civil and commercial life without the need of the other party's consent, assistance or intervention.
7. The parties agreed that the terms and conditions of the contract shall not be varied in the event that their marriage is dissolved or annulled by a Maltese or foreign court or otherwise in any event where the spouses' rights are varied by subsequent legislation.
8. Any debt shall be payable exclusively by the party that contracted such debt. Both parties reciprocally undertook to indemnify each other in the event that either one of them is constrained to pay any of the debts contracted by the other.
9. Each respective party shall hereafter be exclusively responsible for the settlement of arrears of income tax or social security contributions claimed by or due to the Department of Inland Revenue or other competent authority in respect of that party's earnings or other income wheresoever derived even if the resultant liability for the settlement of any such arrears should be retained by the third party creditor as a joint and several obligation of the spouses. The parties moreover undertook and agreed to file separate income tax returns and shall reciprocally indemnify each other in respect of any payments, charges, costs or other expenses which may be incurred in the event that any spouse is, at any time hereafter, sued or otherwise demanded or constrained to pay any liability which is, in terms of this paragraph, the exclusive responsibility of the other spouse.
10. Saving as otherwise specifically stated in the deed, each party shall retain in exclusive ownership and/or to his or her exclusive benefit (saving any third party rights), any and all liquid cash, bank accounts, documents of title and/or any life insurance or cash endowment policies, together with all other personal rights howsoever arising, which are held in his or her respective possession or in his or her respective name.
11. Moreover, the parties reciprocally undertook to indemnify each other in respect of any payments, charges, costs or other expenses which may be incurred by such spouse in the event that such spouse is, at any time hereafter, sued or otherwise constrained to pay any liability which is, in terms of any part of the deed, the exclusive responsibility of the other spouse.
12. The parties declared that the terms of the deed constitute a compromise of their respective rights and claims and has been agreed by them in order to avoid litigation. The spouses further reciprocally confirmed and agreed that neither spouse possesses any right or claim against the other party, including without limitation any claim to any other right or credit which either spouse may have had against the other spouse.
13. Eliza Ellis declared that she elected to revert to her maiden surname, "Farrugia".



2955

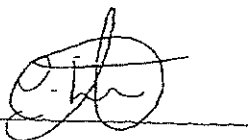
Notary Doctor Marco Burlo
Notary Public Malta.



Sixth (6th) of June of the year two thousand and eight (2008)

9580

Carmel sive Karl Borg, Company Director, son of Joseph and Helen nee' Gauci born in Birkirkara and residing at Floriana holder of identity card number 931750 (M) and his wife Maria Anna Borg, daughter of Anthony Apap and Stella nee' Mifsud born in and residing at Marsaskala holder of identity card number 748653 (M), sold to Marcel Philip Ellis, ~~Company Director, son of Stephen and Myriam nee' Mifsud born in Somerset, United Kingdom and residing at Marsaskala holder of identity card number 0372293 (M) and his wife Wannapha Ellis, daughter of Kong Sangkao and Angkana nee' Tammarat born in Songkhla, Thailand and residing at Marsaskala holder of passport number N 768290, the~~ tenement, tale quale, in its present state and condition, as seen and accepted by the purchasers, officially numbered two hundred and forty three (243) situated in Main Street, at Mosta free and unencumbered, with all its rights and appurtenances including its airspace, and which property shares in common the drainage system with third party property. The tenement above- described is shown on a plan attached to the deed and marked as Document "A". This sale was made in consideration of the price of one hundred and eleven thousand eight hundred and nine Euros and ninety two Euro Cents. (€111,809.92c) equivalent to forty eight thousand Maltese liri (Lm 48,000) and under the other terms and conditions mentioned in the deed.



Notary Dr Annalisa Caruana

ANNALISA CARUANA
Notary Public, Malta
COMMISSIONER FOR OATHS
Tel: 9940 9313

19 JUNE 2008



17119

The twenty-eight (28th) day of October of the year two thousand and eight (2008)

Deed of Separation of estates made between:

Of the first part; **Marcel Philip Ellis**, Company Director, son of Stephen and Myriam nee' Mifsud born in Somerset, United Kingdom and residing at Marsaskala holder of identity card number 0372293 (M); hereinafter referred to also as "*the husband*".

Of the second part, **Wannapha Ellis**, wife of Marcel Philip Ellis, daughter of Kong Sangkao and Angkana nee' Tammarat born in Songkhla, Thailand and residing at Marsaskala holder of passport number N 768290; hereinafter referred to also as "*the wife*"; as authorised by a special power of attorney hereto attached and marked as document "A".

The parties hereby premised and declared that:-

They were married on the twenty fourth (24th) day of August of the year two thousand and seven (2007) in Norfolk, United Kingdom. Since marriage celebrated outside Malta by persons who subsequently establish themselves in Malta, also produces between such persons the regime of the community of acquests with regard to any property after their arrival; the matrimonial regime of the said appearers with regard to any property acquired after their arrival was regulated by the system of the community of acquests.

Whereas the said parties have agreed to terminate the community of acquests between them to this day, and also to dissolve, and partition the property forming part of the said community of acquests existing between them, with the consequence that all assets (whether movable or immovable, real or personal) acquired by the wife subsequent to this deed shall appertain solely and entirely to the wife, whilst all assets

17119

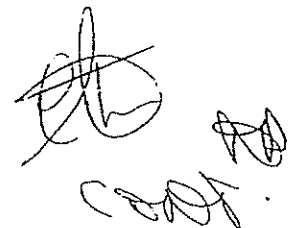
(whether movable or immovable, real or personal) acquired by the husband subsequent to this deed shall appertain solely and entirely to the husband.

Whereas the said parties have submitted an application to the Honourable Civil Court, Court of Voluntary Jurisdiction, in order to authorise them to enter into this deed of termination and dissolution and partition of the said community of acquests, and the said court in virtue of decree granted on the ninth (9^m) day of October of the year two thousand and eight (2008), decree number five hundred forty five of the year two thousand and eight (545/2008) has accepted their application and authorised them to appear on the present deed:

Now therefore, in virtue of the deed of the separation of estates, in the first place, the wife and husband terminated with immediate effect from today the community of acquests that existed between them prior to this day, and agreed that the regime of the separation of estates shall regulate their patrimonial matters, and consequently, all assets (whether movable or immovable, real or personal) acquired by the wife subsequent to this deed shall appertain solely and entirely to the wife, whilst all assets (whether immovable or movable, real or personal) acquired by the husband subsequent to this deed shall appertain solely and entirely to the husband.

Furthermore all debts entered into after the publication of this deed by the husband shall be exclusive responsibility of the husband whilst all debts entered into by the wife after the publication of this deed shall be the exclusive responsibility of the wife.

In the second part of this deed the wife assigned to the husband any interest she may have in all of the shares registered in the name of the husband in the Companies "B& E Holdings Limited", "Wish to Read Limited", "Tutor

Handwritten signatures and initials in the bottom right corner of the page. There are two distinct signatures, one appearing to be 'CB' and another 'AD', with some additional scribbles below them.

17119

Learn Limited", and "Communications Labs Limited", bearing respective registration numbers with the letter "C" four three four nine six, (C 43496), four three eight zero one (C 43801), four three seven nine four (C 43794), four three eight zero zero (C 43800) and all having their registered office at B& E Holdings Centre, San Nikola Street, Marsaskala, MSD 1063, Malta, which shares shall be the exclusive property of the husband, and this without any financial consideration.

8

The wife also assigned to the husband any interest she may have in all of the shares registered in the name of the husband in the Company "B& E Properties Limited" bearing registration number with the letter "C" number four four four two eight (C 44428) and having its registered office at "No 4, Pjazza Robert Sammut, Floriana FRN 1200, Malta, which shares shall be the exclusive property of the husband, and this without any financial consideration.

The valuation of the shares of the herein mentioned companies were attached to the deed and marked as Doc "B"

1

The wife bound herself to sign all relative documents for this transfer of shares to be duly registered with the Malta Financial Services Authority as may be required in order to effect and finalise the said transfer.

Vehicles

The vehicle Toyota Vitz with the registration plate JBL three two eight (JBL 328) registered in the name of the husband remained exclusive property of the husband.

Bank Accounts

17119

The Bank accounts held in the respective parties' names were assigned exclusively to that party in whose name the said bank accounts were held.

For all intents and purposes of law the parties declared that by means of a deed published in my records of the sixth (6th) day of June of the year two thousand and eight (2008), they purchased in equal shares between them the house marked officially with the number two hundred and forty three (243) in Main Street Mosta.

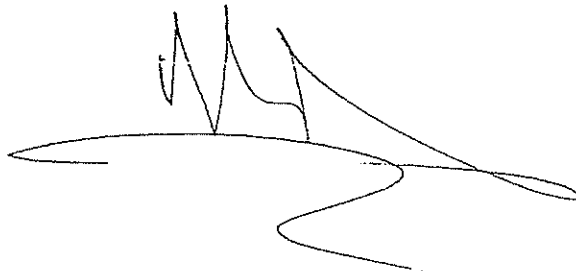
The parties agreed that this house is to remain owned in equal shares between them.



Notary Doctor Annalisa Caruana

ANNALISA CARUANA
Notary Public, Malta
COMMISSIONER FOR OATHS
Tel: 9940 9313

30 OCT 2008



De E

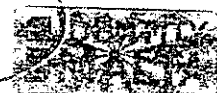
No Remarks

Order 1197181 Front Page

Name **WANNAPHA ELLIS**
 Spouse **MARCEL PHILIP ELLIS**
 Father **KONG SANGKAO**
 Mother **ANGKANA TAMMARAT**
 ID Card **0042749A** Birthplace **ABROAD** Date Of Birth **09/07/1980**
 Liabilities From 09/07/1998 To 11/03/2022 Malta & Gozo
 Transfers From 09/07/1998 To 11/03/2022 Malta & Gozo
 Fidi From 09/07/1998 To 11/03/2022 Malta & Gozo **No Different Maternity**

Search Results

Note Type	Note Year	Note Num.	V D/P D/M I
H	2008	9494	
I	2008	9580	
I	2008	17119	



0 9494

Note for Inscription of Hypothec and Privilege

Progressive number:-

Remarks:-

(For official use only)

Creditor: - HSBC Bank Malta p.l.c

Debtors:- Marcel Philip Ellis, Company Director, son of Stephen and Myriam nee' Mifsud born in Somerset, United Kingdom and residing at Marsaskala holder of identity card number 0372293 (M) and his wife Wannapha Ellis, daughter of Kong Sangkao and Angkana nee' Tammarat born in Songkhla, Thailand and residing at Marsaskala holder of passport number N 768290

Credit: - One hundred and seventy seven thousand Euros (€177,000) equivalent to seventy-five thousand nine hundred and eighty six Maltese liri and ten cents (Lm75,986.10c) granted on loan by the creditor to the debtors, out of which sum the creditor as delegated by the debtors paid the sum of eighty four thousand Euros (€84,000) equivalent to thirty six thousand sixty one Maltese liri and twenty cents (Lm36,061.20c) directly to vendors as part of the purchase price of the herein mentioned immovable property, that is the tenement officially numbered two hundred and forty three (243), situated in Main Street at Mosta including its air -space, and as to the remaining sum of ninety three thousand Euros (€ 93,000) equivalent to thirty nine thousand nine hundred and twenty four Maltese liri and ninety cents (Lm39,924.90c) to be paid to contractors, architect and people involved in the construction and alteration of the property sold on the deed, which loan is repayable in a fixed term, bearing the rate of interest as stipulated in the sanction letter, and under the terms and conditions stipulated in the deed published in my records of the sixth (6th) day of June of the year two thousand and eight (2008). However, if an event of default mentioned in the attached schedule marked Document "A" takes place, any sum outstanding to the Bank shall be immediately due and payable (together with all charges and expenses) all rights appertaining to the Bank shall be exercisable and all security shall become enforceable.

€ 153.771

✓

RECEIVED
19 JUN 2008

CONF.

Order 1197181

H / 9494 / 2008

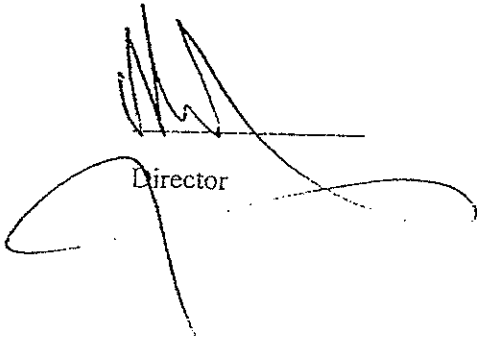
C 9494

In such event the clients shall lose the benefit of any time granted to them for payment and this without the necessity of any other proceedings.

Cause of Preference:-

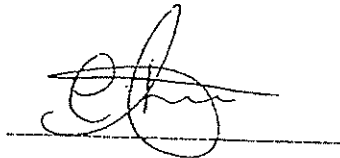
A General Hypothec over all clients' property in general, present and future, a Special Hypothec up to the amount of one hundred and seventy seven thousand Euros (€177,000) equivalent to seventy-five thousand nine hundred and eighty ~~six Maltese liri and ten cents (Lm75,986.10c) over and above the Special~~

~~Privilege up to the amount of eighty four thousand Euros (€ 84,000) equivalent to thirty six thousand sixty one Maltese liri and twenty cents (Lm36,061.20c) over the tenement officially numbered two hundred and forty three (243), situated in Main Street at Mosta including its air -space.~~



Director

RECEIVED
19 JUN 2008



Not Dr Annalisa Caruana

ANNALISA CARUANA
Notary Public, Malta
COMMISSIONER FOR OATHS
Tel: 9940 9313

Sixth (6th) of June of the year two thousand and eight (2008)

9580

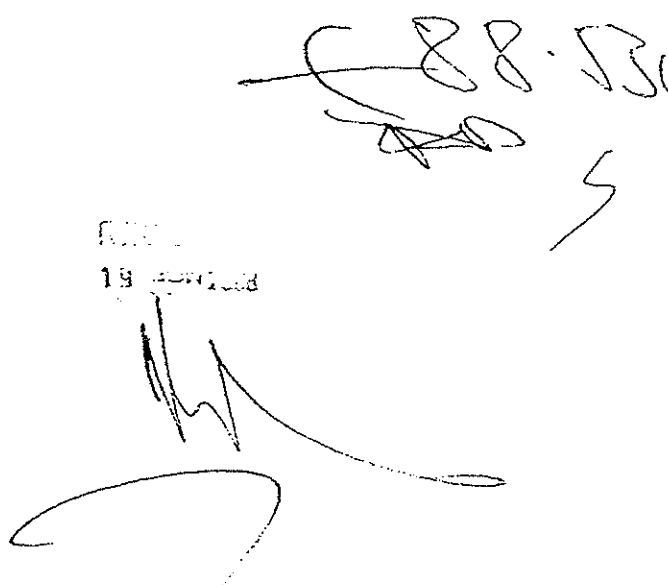
Carmel sive Karl Borg, Company Director, son of Joseph and Helen nee' Gauci born in Birkirkara and residing at Floriana holder of identity card number 931750 (M) and his wife Maria Anna Borg, daughter of Anthony Apap and Stella nee' Mifsud born in and residing at Marsaskala holder of identity card number 748653 (M) ,sold to Marcel Philip Ellis, Company Director, son of Stephen and Myriam nee' Mifsud born in Somerset, United Kingdom and residing at Marsaskala holder of identity card number 0372293 (M) and his wife Wannapha Ellis, daughter of Kong Sangkao and Angkana nee' Tammarat born in Songkhla, Thailand and residing at Marsaskala holder of passport number N 768290, the tenement , tale quale, in its present state and condition, as seen and accepted by the purchasers, officially numbered two hundred and forty three (243) situated in Main Street , at Mosta free and unencumbered, with all its rights and appurtenances including its airspace, and which property shares in common the drainage system with third party property. The tenement above- described is shown on a plan attached to the deed and marked as Document "A". This sale was made in consideration of the price of one hundred and eleven thousand eight hundred and nine Euros and ninety two Euro Cents. (€111, 809.92c) equivalent to forty eight thousand Maltese liri (Lm 48,000) and under the other terms and conditions mentioned in the deed.



Notary Dr Annalisa Caruana

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19 JUN 2008



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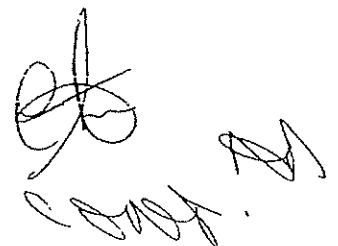
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The parties hereby premised and declared that:-

They were married on the twenty fourth (24th) day of August of the year two thousand and seven (2007) in Norfolk, United Kingdom. Since marriage celebrated outside Malta by persons who subsequently establish themselves in Malta, also produces between such persons the regime of the community of acquests with regard to any property after their arrival; the matrimonial regime of the said appearers with regard to any property acquired after their arrival was regulated by the system of the community of acquests.

Whereas the said parties have agreed to terminate the community of acquests between them to this day, and also to dissolve, and partition the property forming part of the said community of acquests existing between them, with the consequence that all assets (whether movable or immovable, real or personal) acquired by the wife subsequent to this deed shall appertain solely and entirely to the wife, whilst all assets

Handwritten signature and initials, possibly 'C. Mifsud' and 'W. Ellis', in dark ink.

17119

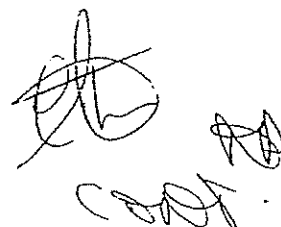
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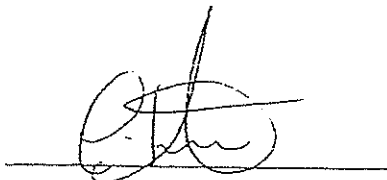
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Notary Doctor Annalisa Caruana

ANNALISA CARUANA
Notary Public, Malta
COMMISSIONER FOR OATHS
Tel: 9940 9313

30 OCT 2008





Qorti Ċivili – Prim' Awla

Fl-atti tal-bejgħ bl-irkant numru 42/2022

Fl-ismijiet:

HSBC Bank Malta plc

vs

Kuraturi Deputati

De. Maria Caruana et al
1/10/22

Il-Qorti rat ir-rikors ipprezentat fit-28 ta' Lulju, 2022 u d-dokumenti hemm eżebiti;

Tilqa' t-talba għall-ħruġ ta' mandat ta' qbid ta' hwejjeg immobbli fuq il-proprijeta' msemmija fir-rikors u tipprovdi kif ġej:

1. Tordna lir-Registratur jahtar Arkitett 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) – bħala espert sabiex jagħmel l-istima tal-proprijeta' 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 jahtar 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, hin u lok imsemmija hawn taht:
 - a. Il-Hamis 26 ta' Jannar, 2023 fl-ghaxra u nofs ta' filghodu (10.30am)
 - b. F'Kamra numru 78 biswit l-Arkivju livell -1, Qrati tal-Ġustizzja, Triq ir-Repubblika, il-Belt Valletta
5. Tordna lir-Registratur sabiex iġharraf lid-Direttur tar-Registru Pubbliku u lir-Registratur tal-Artijiet b'dan id-digriet tallum;
6. Tordna lid-Direttur tar-Registru Pubbliku sabiex jirregistra dan id-digriet minnufih;
7. Tordna n-notifika ta' dan id-digriet lid-debitur li għandu, kif iġhid u jrid l-artikolu 307 tal-Kap. 12, żmien għoxrin gurnata 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.

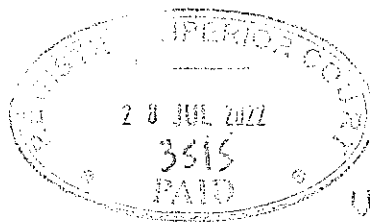
Mark Chetcuti

S.T.O Prim Imhallef. Mark Chetcuti LL.D.

Illum

Illum

42/2022



* R. Gallian Muscat
intimati b'dgħieh
tal-23 ta' Fier 2021
u tal-22 ta' Gunju 2021

Fil-Prim' Awla tal-Qorti Civili

Fl-atti tas-Subbasta 42/2022

HSBC Bank Malta p.l.c. (C3177)

Pr. €200.00
Dkt € 4.66
qsr € 204.66
HSBC

^{Vs}
Dr. Marija Caruana u
Kuraturi Deputati sabiex
jirrapprezentaw lill-assenti Marcel
Philip Ellis (KI 372293M) u
Wannapha Ellis (KI 42749A u
detentrici tal-passaport numru N
768290)

Rikors għall-mandat ta' qbid eżekuttiv fuq il-hwejjeg immobbli u bejgh bis-subbasta tas-socjeta HSBC Bank Malta plc:

Tesponi bir-rispett:

Illi permezz ta' sentenza tal-15 ta' Dicembru 2021, l-intimati konjugi Ellis gew ikkundannati jhallsu lir-rikorrenti s-somma ta' €227,446.66, flimkien mal-imghaxijiet skont l-istess sentenza, (vera kopja tas-sentenza hawn annessa u mmarkata Dok A);

Illi ma kienx hemm appell minn dina s-sentenza u lanqas ma saru pagamenti minn dakinhar li ngħatat is-sentenza;

Illi fost il-proprjeta` immobbli tal-intimati hemm:

Il-fond bin-numru ufficjali mitejn tlieta u erbghin (243), Triq il-Kbira, Mosta, bl-arja inkluza u bil-pertinenti kollha tagħha, libera u franka. Il-proprjeta għandha s-sistema ta' dranagg in komuni ma terzi, u dan kif ahjar deskritt fl-att tan-nutar Annalisa Caruana tas-6 ta' Gunju 2008 (kopja hawn annessa u mmarkata Dok B), li permezz tieghu l-proprjeta` giet akkwistata minghand l-konjugi Borg (pjanta tal-proprjeta` hawn annessa u mmarkata Dok C).

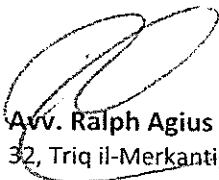
Għaldaqstant, is-socjeta` esponenti titlob bir-rispett li din l-Onorabbli Qorti:

- Jghogobha tordna l-hrug tal-mandat ta' qbid eżekuttiv b'dan illi tordna l-bejgh in sub hasta tal-proprjeta kif deskritta f'dan ir-rikors,
- Tappunta espert tal-Qorti biex jeccedi fuq il-post u jagħmel il-valutazzjoni tieghu,

c) Tiffissa jum, hin u lok għall-bejgh tal-proprjeta imsemmija u dan in sodisfazzjon tal-kreditu tagħha hawn fuq imsemmi,

u dan taht kwalunkwe provvediment li dina l-Onorabbli Qorti jidhrilha xieraq u opportun

Bl-ispejjez.


Avv. Ralph Agius Fernandez
32, Triq il-Merkanti, Valletta

DAVIDA SULLIVAN B.A., L.R.
Legal Practitioner

Esponenti: 32, Triq il-Merkanti, Valletta

Notifiki: Kuratur Dr.

Kuratur PL.

20 JUL 2017

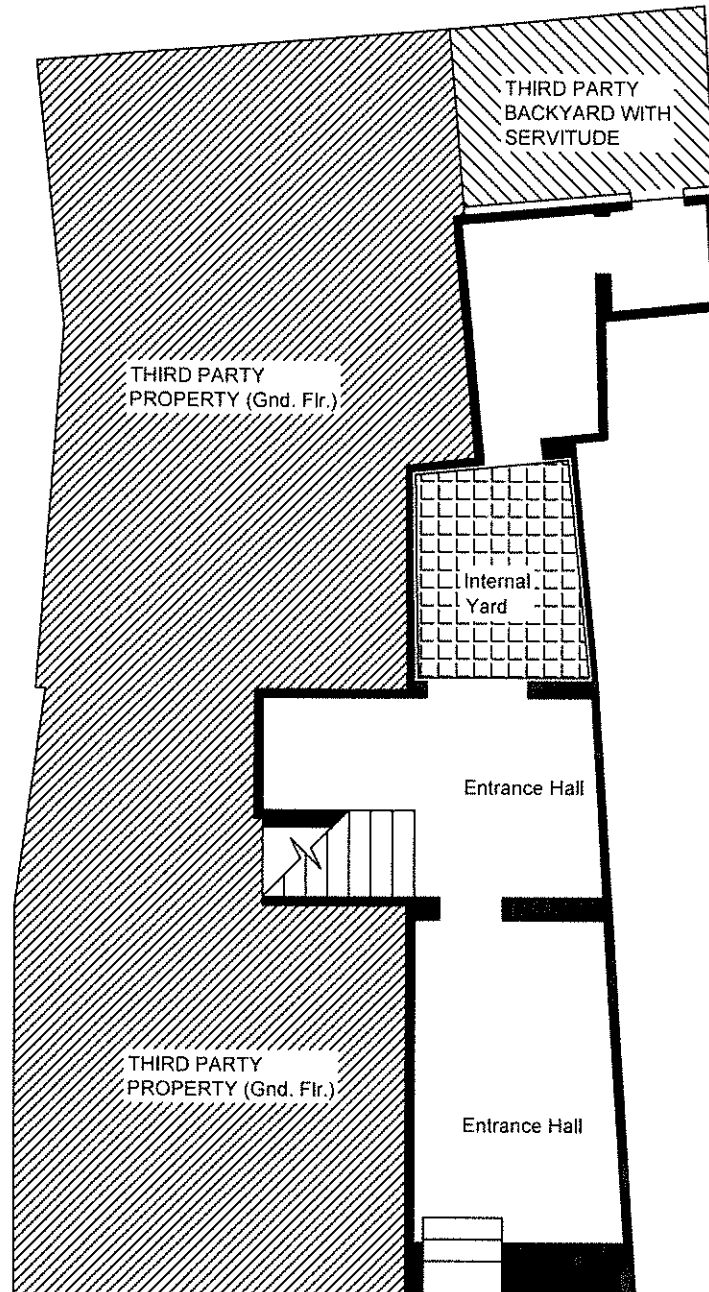
P.L. D. Sullivan

(1)

AS


Angelina Colferi
Hospital Registratur
Qorti tal-Ġustizzja (Malta)

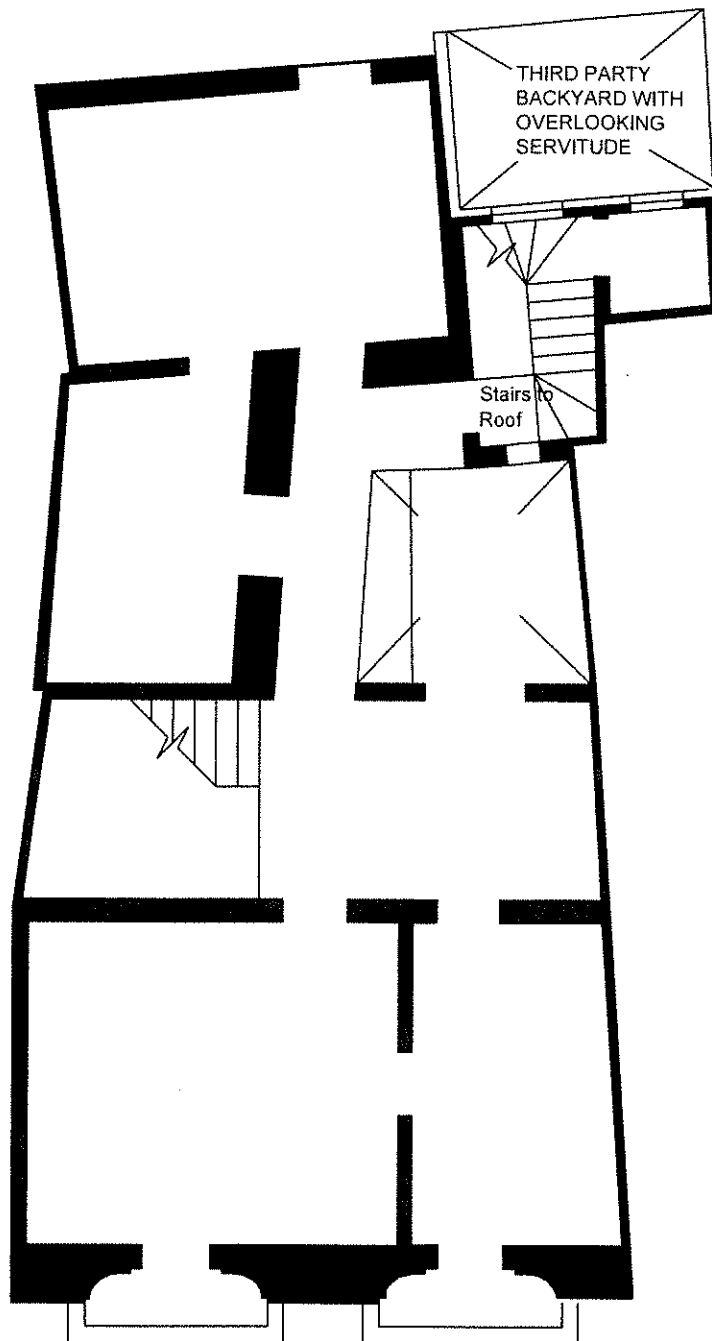
NB: Minhabba in-nuqqas ta' aċċess jew il-periklu, li irriżultaw mix-xogħlijiet mhux kompluti jew abbandunati, u li ma ippermettwex l-aċċess u il-kejl f'diversi partijiet tal-fond, dawn il-pjanti jistgħu ikollhom xi varjazzjonijiet mill-bini eżistenti. Għaldaqstant, għandhom jittiehdu bħala indikattivi biss.



GROUND FLOOR PLAN
(as existing)

NB - Sketch Plan for general reference purposes only
variations with actual building may exist due to lack of access
NOT TO SCALE

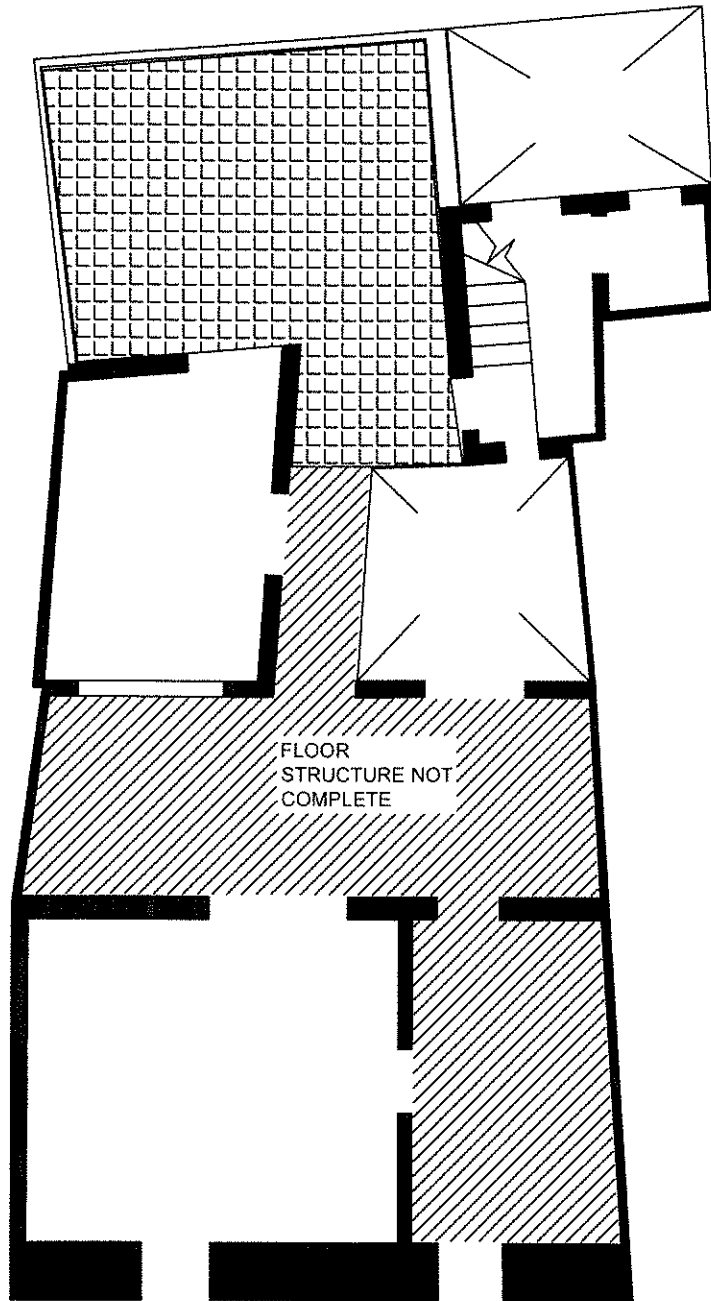
Perit Damian Vella-Lenker A.S.E.
Architect & Civil Engineer
Warrant No: 384



FIRST FLOOR PLAN
(as existing)

NB - Sketch Plan for general reference purposes only
variations with actual building may exist due to lack of access
NOT TO SCALE

Perth Damian Vella-Lenicker A.C.E.
Architect & Civil Engineer
Warrant No: 384



2ND FLOOR PLAN
(as existing)

NB - Sketch Plan for general reference purposes only
variations with actual building may exist due to lack of access
NOT TO SCALE

Perit Damien Vella Constker A.&C.E.
Architect & Civil Engineer
Warrant No: 384



EIGHTH SCHEDULE

PHYSICAL ATTRIBUTES OF IMMOVABLE PROPERTY

Locality	Mosta	
Address	No. 243*, Triq il-Kbira, Mosta	
	<i>NB - Property is thought to have been re-numbered to 219 in a recent door-numbering exercise</i>	
Total Footprint of Area Transferred *	56.6m ² at ground floor *	* part of ground floor owned by third parties
	132.4m ² at the upper floors	

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 checked="" type="checkbox"/> Terraced House	<input type="checkbox"/> Ground Floor Tenement		
Age of Premises	<input type="checkbox"/> 0-20 years	<input type="checkbox"/> Over 20 years	<input checked="" type="checkbox"/> Pre WWII	
Surroundings	<input type="checkbox"/> Sea View	<input type="checkbox"/> Country View	<input checked="" type="checkbox"/> Urban	
Environment	<input type="checkbox"/> Quiet	<input checked="" type="checkbox"/> Traffic	<input type="checkbox"/> Entertainment	<input type="checkbox"/> Industrial
State of Construction	<input checked="" type="checkbox"/> Shell	<input 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 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: 30 June 2023

Perit's Signature: _____

Warrant Number: 384

Rubber Stamp: _____

Perit Damian Vella
Architect & Civil Engineer
Warrant No: 384