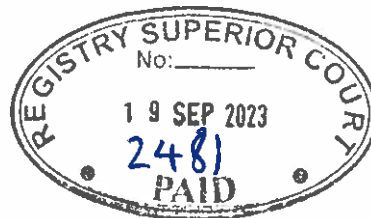


Subbasta 41/22

Valutazzjoni ta' Proprjeta' Immobbli
Rif: C00969.00_G01

Utile dominju temporanju ta'
l-appartament numru sitta (6) fi blokk bl-isem 'Exodus'
fi Triq it-Turisti
San Pawl il-Baħar
Malta



18 ta' Settembru 2023

4, Sappers Street,
Valletta VLT 1320
Malta

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18 ta' Settembru 2023

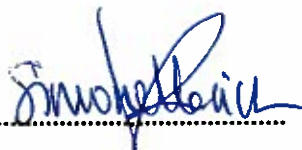
Rif: C00969.00_G01

Fond: Appartament numru sitta (6) fi blokk bl-isem 'Exodus' fi Triq it-Turisti, San Pawl il-Baħar, Malta

Is-sottoskritta ġiet maħtura bħala espert fl-atti tal-Mandat ta' Qbid ta' Hwejjeg Immobbli Nru 41/22 (*Grace Farrugia vs Dr David Bonello et noe*) sabiex tneġġi deskrezzjoni tal-fond internament innumerat sitta (6) fi blokk bl-isem 'Exodus' fi Triq it-Turisti, San Pawl il-Baħar, Malta, u sabiex tfisser il-pizijiet, kirjiet u jeddijiet oħra, sew reali kemm personali, jekk ikun hemm, li għalihom dan il-fond huwa suġġett, kif ukoll l-aħħar trasferiment tiegħu, skond l-informazzjoni miġbura kif deskritt fir-rapport anness. Hu mifhum ukoll li s-sottoskritta ġiet maħtura sabiex tagħti stima tal-valur fis-suq tal-fond in kwistjoni.

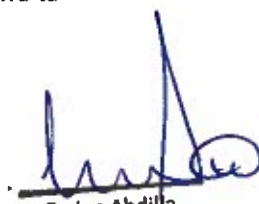
Is-sottoskritta waslet għall-valur hawn taħt imsemmi abbażi tal-fatti u l-kunsiderazzjonijiet kollha msemmija fir-rapport anness.

Fuq il-bażi ta' dawn il-fatti u kunsiderazzjonijiet, kif ukoll tenut kont tas-sitwazzjoni kurrenti tas-suq tal-proprjeta', l-istima tal-valur tal-fond imsemmi fl-istat odjern huwa ta' **€140,000 (mija u erbghin elf Ewro).**



Perit Simone Vella Lenicker
Numru tal-Warrant: 398

Anness: Rapport ta' Valutazzjoni



Carina Abdilla
Deputat Reġistratur

19 SEP 2023

Ilum

Ippreżentata mit

Perit Simone Vella Lenicker

bla dok/b diversi dokumenti

Rapport ta' Valutazzjoni

1. **Klijent** Prim' Awla tal-Qorti Ċivili, Malta.
2. **Indirizz tal-fond** Appartament internament innumerat sitta (6) fi blokk bl-isem 'Exodus' fi Triq it-Turisti, San Pawl il-Baħar, Malta.
3. **Emfitewta** Skond l-informazzjoni ipprovduta fl-inkartament, l-aħħar trasferiment tal-fond sar fil-31 ta' Mejju 1996 fl-atti tan-Nutar John Gambin, (vide l-Anness 13) fejn il-fond gie ttrasferit fuq titlu ta' ċens temporanju lil Alfred Debono (ID 65153(G)) u Deborah Mary Debono (ID 11134(M)). Illi sussegwentement, u skond l-informazzjoni pprovduta fl-inkartament (vide l-Anness 15), "*Alfred Debono miet fid-29 ta' Settembru 2018. Huwa rregola s-successjoni tiegħu b'testament ta' l-10 ta' Lulju 2018 atti Nutar Angele Rapa, permezz ta' liema huma (sic) nnomina lir-rikorrenti Grace Farrugia u Roberta Cachia bhala eredi universali tiegħu.*"
4. **Baži tal-valutazzjoni** Dan ir-rapport iwassal għal stima tal-valur fis-suq (*Market Value*) tal-fond, kif definit fid-Direttiva tal-Kunsill Ewropew 2006/48/EC, u ċioe' "*the estimated amount for which the property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.*"

Mingħajr preġudizzju għall-fuq imsemmi, il-valur indikat f'dan ir-rapport huwa l-aħjar prezz in fondi likwidi li huwa raġonevolment mistenni li jinkiseb minn bejgħ tal-proprjeta' mingħajr kundizzjonijiet, fid-data ta' din il-valutazzjoni, u a baži ta' dawn il-premessi:
 - a. il-bejgħ tal-fond ma kienx sfurzat;
 - b. qabel id-data tal-valutazzjoni kien hemm perjodu raġonevoli biex isir reklamar dwar il-bejgħ tal-fond, għan-negozjar u qbil dwar il-prezz u t-termini tal-bejgħ, u għall-konklużjoni tal-bejgħ;
 - c. is-sitwazzjoni tas-suq, in-natura ta' valuri tal-proprjeta' u ċirkustanzi oħra rilevanti kienu, fid-data li jsir il-kuntratt tal-bejgħ, l-istess bħal fid-data tal-valutazzjoni;
 - d. ma hemmx xi offerta addizzjonali minn xi xerrej li għandu interessi speċjali fl-akkwist tal-fond;

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

5. Kundizzjonijiet speċjali

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

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

6. Aċċess

Sar aċċess fuq il-post mis-sottoskritt nhar it-22 ta' Awwissu 2023, fil-preżenza tar-rikorrenti Roberta Cachia u żewġha Philip. Għal kull buon fini jiġi ddikjarat li l-kuratur ta' l-intimata Deborah Debono, cioe Dr David Bonello, kien innotifikat bid-data ta' l-aċċess iżda ma setax ikun preżenti u ma kellux oġġezzjoni li l-aċċess jipproċedi fl-assenza tiegħu.

7. Skop

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

8. Deskrizzjoni Ġenerali

Tipoloġija:

Il-fond jikkonsisti f'appartament fl-ewwel sular ta' blokka appartamenti. L-appartament jinkludi żewġ ikmamar tas-sodda, kamra tal-banju u kamra kbira li sservi bhala kċina, salott u kamra tal-ikel. L-appartament m'għandux faċċata fuq it-triq pubblika imma jinkludi gallerija fuq in-naħa ta'

wara, li thares fuq il-bitha ta' wara tal-blokka. Il-fond jinkludi s-sehem inidiviż pro rata tal-partijiet komuni u s-servizzi komuni tal-blokka, senjatament l-entrata, t-taraġ, it-tromba tat-taraġ, u s-sistema tad-dranaġġ, kif indikat fil-kuntratt ta' l-1996 (vide l-Anness 13).

Kostruzzjoni: Il-proprjetá tikkonsisti f'ħitan interni u esterni tal-ġebbla tal-franka, li fuqhom iserrħu soqfa tal-konkos.

9. Titlu

It-titlu tal-fond ma kienx investigat, u tali investigazzjoni ma kienitx parti mill-iskop ta' dan ir-rapport. Madankollu, s-sottoskritta għamlet riċerka fl-Uffiċċju tan-Nutar tal-Gvern sabiex tikseb iktar informazzjoni dwar iċ-ċens gravanti fuq il-proprjeta'.

Skond il-kuntratt tal-1996 (vide l-Anness 13), il-fond ġie ttrasferit fuq titlu ta' utile dominju temporanju għall-perjodu li baqa' minn 150 sena li bdew jiddekorru mis-27 ta' Ottubru 1978, u għaldaqstant baqa' madwar 105 snin. Il-fond ġie ttrasferit bħala sugġett għal ċens ta' LM10 fis-sena, rivedibbli kull 25 sena skond il-kundizzjonijiet fil-kuntratt originali, liema kuntratt ma ngħatax kopja tiegħu lis-sottoskritta.

Il-kuntratt originali tal-1978 (vide l-Anness 10) kien jikkonċerna l-art li fuqha hija mibnija l-blokka in kwistjoni. Tali kuntratt jindika li ċ-ċens huwa *"rivedibbli kull ħamsa u għoxrin (25) sena u dana kwantu għall-valur tal-lira bażata dina ir-reviżjoni fuq il-minimum wage standard ta' dakinhar paragonat ma' dak tal-lum li huwa kunsidrat ta' sbatax il-lira u tmienja u tletin ċenteżmu (Lm17.38.0) fil-ġimgħa."*

Għall-fini ta' din il-valutazzjoni, għaldaqstant, is-sottoskritta ikkunsidrat li:

- (a) L-ewwel revizjoni taċ-ċens seħħ fis-sena 2003, f'liema sena l-paga minima kienet ta' €123.76 fil-ġimgħa, u ċioe' zieda ta' 205.73% fuq il-paga minima ta' l-1978, u għaldaqstant ġie kkunsidrat li ċ-ċens żdied għal €47.91 fis-sena;
- (b) Il-paga minima fis-sena tal-valutazzjoni (2023) hi ta' €192.73 fil-ġimgħa, u ċioe' zieda ta' 56% fuq dik applikabbli fis-sena 2003, jew zieda ta' medja ta' 2.8% fis-sena, u għaldaqstant ġie kkunsidrat li skond l-istess medja il-paga minima fis-sena 2028 meta jmiss it-tieni revizjoni tkun ta' madwar €209.97 (zieda ta' 70% fuq l-2003), u għaldaqstant ġie kkunsidrat li ċ-ċens jżdied għal €81.29 fis-sena;
- (c) Ġie kkunsidrat li tali ċens ikun jista' jinfeda fid-data tat-tieni revizjoni bir-rata ta' 5%, u għaldaqstant għall-ammont ta' €1,625.85 eskluż spejjeż.

10. Okkupazzjoni

Fid-data tal-aċċess, il-fond kien jidher li hu vakanti.

- 11. Awtorita' Lokali** Kunsill Lokali San Pawl il-Baħar.
- 12. L-inħawi tal-madwar** Il-fond jinsab f'żona ikkaratterizzata minn użi kummerċjali bħal ħwienet, ristoranti u *bars* fil-livell ta' mat-triq, u użi residenzjali fis-sulari sovrastanti.
- 13. Toroq** Triq it-Turisti hija miksija bit-*tarmac* u tinsab f'kundizzjoni aċċettabbli. It-triq u toroq adjaċenti jinkludu sistema ta' dawl ta' barra (*street lighting*).
- 14. Is-Sit**
- Konfini:* Il-konfini tas-sit huma definiti b'mod ċar minn ħitan tal-appoġġ mad-dawra tal-fond.
- Karatteristiċi fiżiċi:* Is-sit li fuqu hi mibnija l-blokka jinsab fuq art ftit għan-niżla. Ma saret ebda investigazzjoni dwar in-natura tas-sottosuol, u ma giet ipprezentata ebda evidenza ta' karatteristiċi inużwali. Din l-istima tassumi li ma hemm ebda kundizzjonijiet fis-sottosuol, inkluż iżda mhux biss il-preżenza ta' fissuri, ta' tafal, jew ta' kontaminazzjoni, li jistgħu ikollhom impatt fuq il-valur tal-proprjeta'.
- Skond il-pjanta tar-Registru ta' l-Artijiet prrovduta lis-sottoskritta fl-inkartament (*vide* l-Anness 15), l-fond għandu kejl superfiċjali ta' madwar 68 metri kwadri. Skond il-kejl li għamlet is-sottoskritta l-fond għandu kejl superfiċjali ta' madwar 69 metri kwadri. Għall-finijiet ta' dan ir-rapport, ġie kkunsidrat dan il-kejl ta' l-aħħar, u huwa rrakkomandat li jsir *survey* preċiż tal-fond sabiex jiġi stabbilit b'mod ċar id-daqs tal-proprjeta'.
- Servitujiet:* Waqt l-ispezzjoni, ma kienx jidher li kien hemm servitujiet gravanti fuq il-fond ħlief għal dawk li jirriżultaw b'mod naturali mill-posizzjoni tal-fond fuq u taħt proprjeta' ta' terzi. Is-sottoskritta ma ngħatat ebda informazzjoni rigward l-eżistenza ta' xi servitù.
- 15. Partijiet komuni** Qiegħed jiġi meqjus li l-fond jinkludi sehem indiviż tal-ħitan tal-appoġġ flimkien mas-sidien tal-proprjetajiet adjaċenti. Qiegħed jiġi meqjus ukoll li l-fond jinkludi sehem indiviż tal-art u tas-saqaf tiegħu flimkien mas-sidien tal-proprjetajiet sottostant u sovrastanti rispettivament. Il-proprjeta' tinkludi sehem indiviż pro rata tal-partijiet komuni u s-servizzi komuni tal-blokka, senjatament l-entrata, t-taraġ, it-tromba tat-taraġ, u s-sistema tad-dranagġ, kif indikat fil-kuntratt ta' l-1996 (*vide* l-Anness 13).
- 16. Kunsiderazzjonijiet tal-lppjanar** Il-fond jinsab f'lokali li taqa' taħt ir-reqwiżiti tal-Pjan Lokali magħruf bħala *North West Local Plan* (NWLP) ppublikat mill-Awtorita ta' Malta dwar l-Ambjent u l-

Ippjanar (MEPA). Il-funzjonijiet ta' ippjanar tal-MEPA ġew mgħoddija lill-Awtorita' ta' l-Ippjanar li twaqqfet fl-2016.

Il-fond jinsab fiż-żona ta' l-iżvilupp u f'Żona Residenzjali (vide l-Anness 5) kif deskritt fil-Policy tal-Ippjanar NWUS 3. Is-sit jinsab f'żona fejn l-għoli permissibbli hu ta' 5 sulari (vide l-Anness 5a), li skond l-Anness 2 tad-*"Development Control Design Policy, Guidance and Standards 2015"* jikkorrispondi għal għoli massimu ta' 22.9m.

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

Minn riċerka li saret mis-sottoskritta fl-arkivji ta' l-Awtorita' ta' l-Ippjanar, jirriżulta li l-blokka in kwistjoni kienet koperta mill-permess PB/03230/79 (vide l-Anness 6). Il-fond kif inhu mibni mhuwiex konformi ma tali permess, prinċiparjament minħabba li dan il-permess kien approva appartament wieħed f'kull sular tal-blokka iżda fir-realta' hemm żewġ appartamenti f'kull sular. Oltre minn hekk il-fond in kwistjoni ma huwiex konformi mar-regolamenti u *policies* tal-ippjanar minħabba li m'għandux faċċata fuq it-triq, huwa iżgħar mill-kejl minimu għal residenza b'żewġ ikmamar tas-sodda, kif ukoll il-kejl tal-bitħa interna huwa inqas minn dak li jirrikjedu r-regolamenti sanitarji. Il-bitħa fuq in-naħa ta' wara tal-blokka ma setgħetx tiġi mkejla, iżda jidher li l-fond fuq in-naħa tax-xellug huwa inqas minn dak rikjest mir-regolamenti sanitarji.

Għaldaqstant, il-fond in kwistjoni jidher li hu illegali u jrid jiġi rregolarizzat permezz ta' applikazzjoni lill-Awtorita' ta' l-Ippjanar. Il-penali applikabbli ġie meqjus li hu ta' €1,000 eskluż spejjeż professjonali, hekk kif indikat fil-Legislazzjoni Sussidjarja 552.26. Għall-fini ta' din il-valutazzjoni, qed jiġi preżunt li tali applikazzjoni jkollha riżultat pożittiv u s-sottoskritta tirriżerva d-dritt li taġġusta il-valutazzjoni jekk jirriżulta li jkun mod ieħor.

Jiġi nnutat li fl-aħħar snin saru żewġ applikazzjonijiet għall-iżvilupp tal-arja sovrastanti l-blokka, li ġew approvati. Dawn għandhom ir-riferenza PA/07131/07 u PA/06792/16, u huma annessi ma' dan ir-rapport (vide l-Annessi 7 u 8).

17. Kunsiderazzjonijiet statutorji

Fid-data ta' l-aċċess ma setax jiġi aċċertat jekk il-blokka tinkludix bir għall-ilma tax-xita. Għall-fini ta' din il-valutazzjoni qed jiġi preżunt li hemm bir u li dan huwa mibni skond ir-regolamenti vigenti meta nbena l-fond. Jiġi rrakkomandat li jekk ma hemmx bir, dan il-fatt jiġi nkluż fl-applikazzjoni għal regolarizzazzjoni msemmija fis-sezzjoni preċedenti ta' dan ir-rapport.

18. Kundizzjoni tal-fond

Il-fond huwa komplut (*finished*) u jinsab f'kundizzjoni ġeneralment tajba, ħlief f'xi partijiet fejn il-finituri għandhom bżonn f'itokki (ara ritratti fl-Anness 4).

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

- (i) Il-konkos tal-gallerija fuq in-naħa ta' wara jidher li qiegħed ifaqqa' fejn dan imiss mar-*railing* tal-ħadid;
- (ii) Jidher li daħal xi ilma tax-xita matul ix-xogħolijiet li saru riċentement fis-sit adjaċenti.

19. Servizzi


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


20. Kunsiderazzjonijiet ambjentali

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

22. Metodoloġija

Il-proprjeta' suġġett ta' din il-valutazzjoni ġiet meqjusa skond il-metodu kumparattiv (*comparative method*). Skond riċerka fis-suq u skond trasferimenti riċenti fil-lokalita' li s-sottoskritta għandha aċċess għalihom, u wara li ġie kkunsidrat l-istat tal-proprjeta' in kwistjoni, il-fond għandu jkollu valur fis-suq ta' madwar €150,000 fi stat liberu u frank, u wara li jkun ġie rregolarizzat mill-Awtorita' ta' l-Ippjanar. Dan l-ammont tnaqqas għal €140,000 sabiex jittieħed kont tal-ispejjeż marbuta mal-fidi taċ-ċens (ara Sezzjoni 9 ta' dan ir-rapport) u mar-regolarizzazzjoni tal-fond (ara Sezzjoni 16 ta' dan ir-rapport).


Perit Simone Vella Lenicker
Numru tal-Warrant: 398

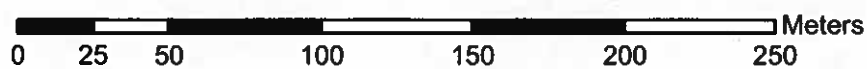
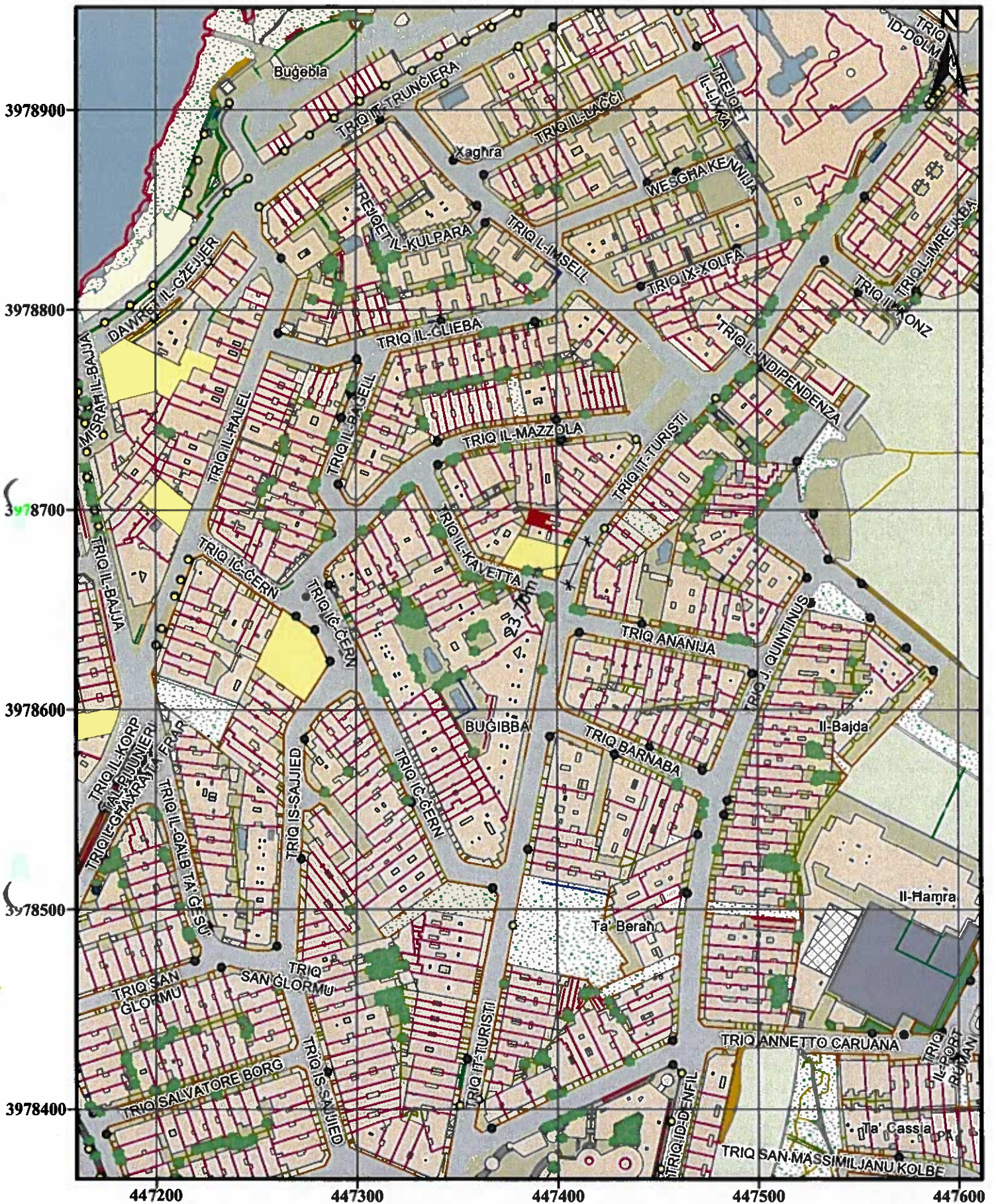
lilum 23. 11. 2023
Dohr il-Perit Legali / Tekniku: Simone Vella Lenicker
Li wara li ddikjara li thallas l-ammont lii dovut, halef/halfet li qeda/qdlet fedelment u onestament l-inkarigu mogħti lii/ha.
 Deputat Registratur

Annessi:

1. Pjanta tas-sit (*site plan*), 1:2500
2. Pjanta tar-Registru ta' l-Artijiet
3. It-Tmien Skeda
4. Ritratti
5. Estratti mill-Pjan Lokali (*North West Local Plan*)
6. Dokumenti relatati mal-permess tal-ippjanar PB/03230/79
7. Dokumenti relatati mal-permess tal-ippjanar PA/07131/07
8. Dokumenti relatati mal-permess tal-ippjanar PA/06792/16
9. Skizz tal-fond fl-istat odjern
10. Kuntratt tas-27 ta' Ottubru 1978
11. Kuntratt tat-23 ta' Lulju 1979
12. Kuntratt tat-8 ta' Ottubru 1980
13. Kuntratt tal-31 ta' Mejju 1996
14. Korrispondenza
15. Inkartament mill-Prim Awla tal-Qorti Ċivili
16. Irċevuti ta' xiri ta' pjanti mill-Awtorita' ta' l-Ippjanar
17. Irċevuti ta' xiri ta' kuntratti mill-Arkivji Notarili

Anness 1

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



1:2,500

Date Printed: 30/08/2023

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 WGS 1984 UTM Zone 33N EPSG: 32633 M.S.L. (Mean sea level). Scale factor at the central meridian 0.9998
 Central meridian has a false origin of 500,000m at 150 East of Greenwich.
 Northern coordinates have an origin of 0m at the Equator.
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Anness 3
It-Tmien Skeda



PHYSICAL ATTRIBUTES OF IMMOVABLE PROPERTY

Locality	San Pawl il-Bahar
Address	175, 'Exodus', Apartment 6, Triq it-Turisti, San Pawl il-Bahar SPB 1024
Total Footprint of Area Transferred*	c. 66 m ² (excl. common parts)

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

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

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

*** Includes ** plus bathrooms and apertures

** Includes plastering, electricity, plumbing and floor tiles

Date: 18/09/2023

Perit's Signature:

Perit Simone Vella Lenicker
22/6, Triq San Gabriel,
Balzan BZN 08.
Tel: 9987 1110

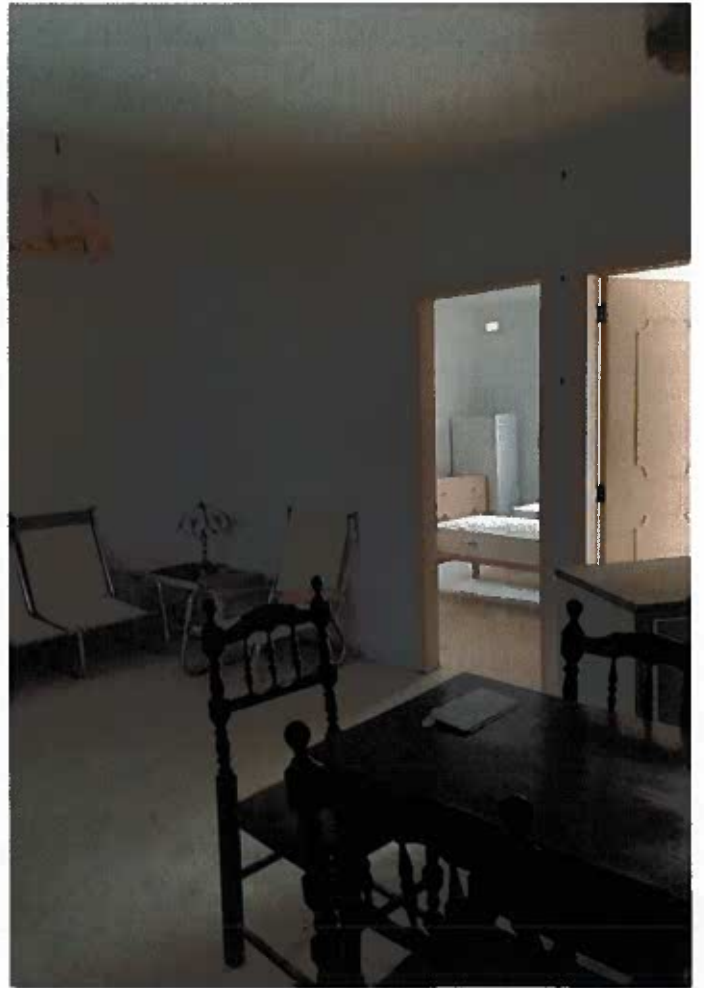
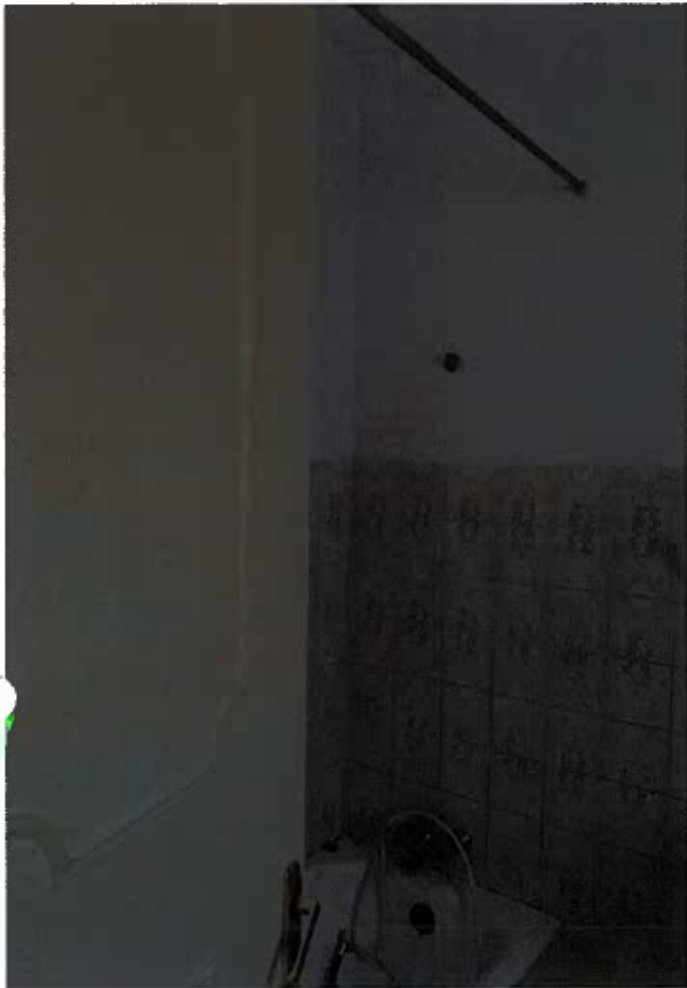
Warrant Number: 398

Rubber Stamp:

Anness 4
Ritratti











Ministry of Malta
Environment & Planning Authority



- 1 Development Boundary
- 1.1 Primary Town Centre for St. Paul's Bay
- 1.2 Centre for Qawra
- 1.3 Entertainment Priority Area of Bugibba
- 2 Tourism Zone
- 3 Bay Village / Bugibba / Qawra Residential Area
- 4 St. Paul's Bay & Qawra Residential Priority Areas
- 6 Open Space
- 11 Space Gaps between Settlements
- 3 Public Bus Terminals
- 4 - Foreclosure within Commercial Zone
- Foreclosure within the Tourism Zone
- Foreclosure within the Entertainment Priority Area
- 5 Foreclosure on the San Antonio Hotel Site
- 6 Foreclosure of Dolmen Hotel Site
- 7 Alternative Development Scheme on Triq il-Port Rumian
- 8 Primary School
- 9 Park
- 10 Sports Complex
- 11 Development Schemes for Villa / Bungalow sites
- 13 Special Use of Promenade and Foreclosure
- 4 Coastal Development Base
- 6 Regarded for Recreation
- 7 Provision in St. Paul's Bay
- Provisionally zoned for villas in TPS (1988)
- 6 NWUS 4

North West Local Plan

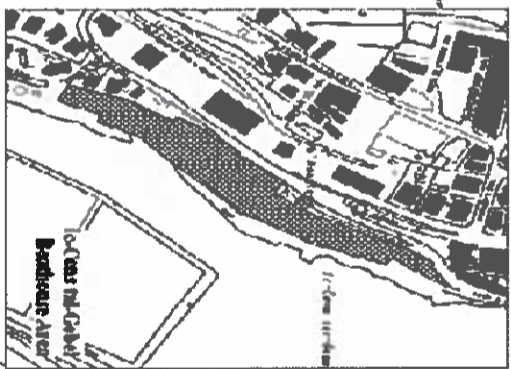
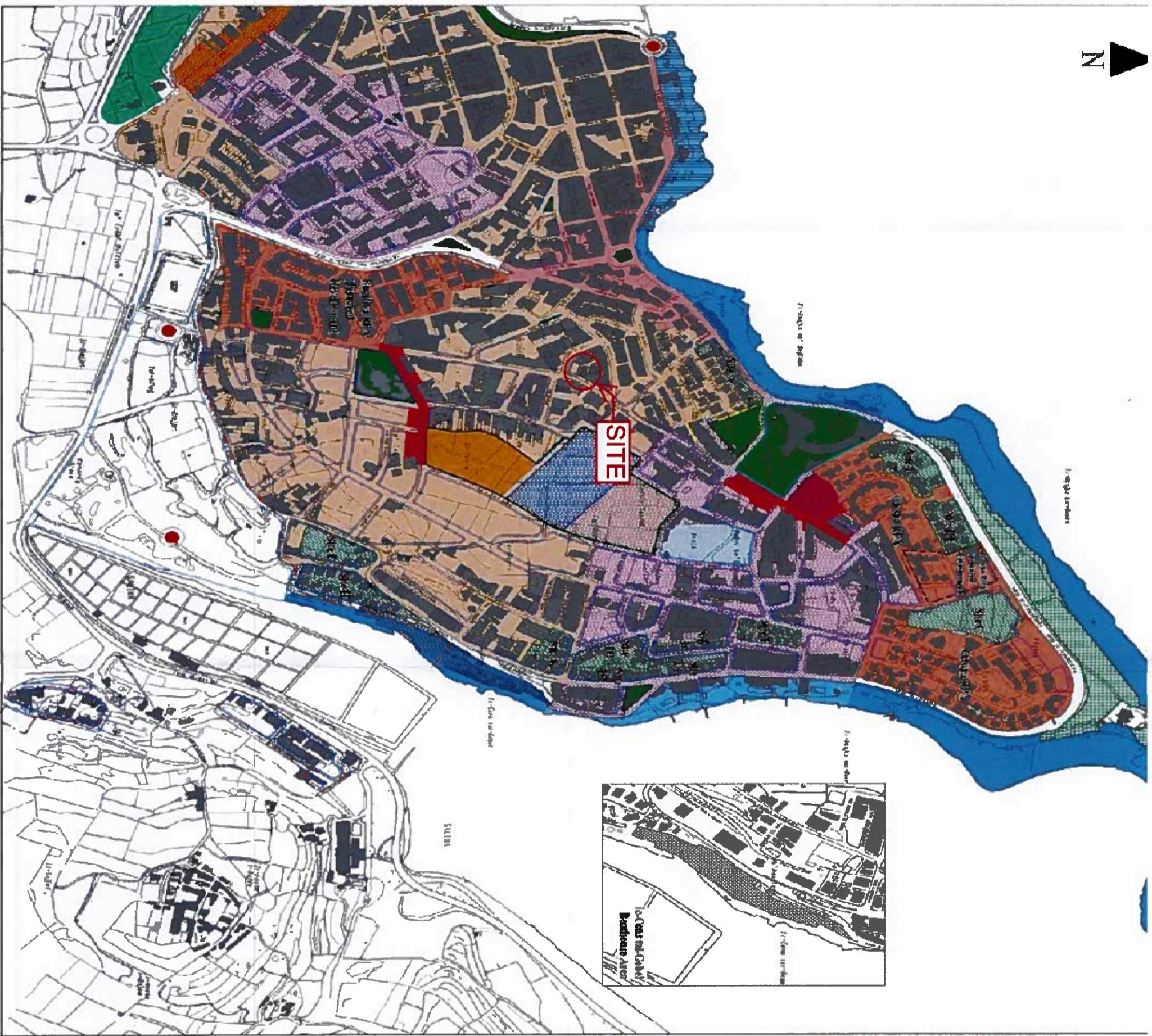
Bugibba & Qawra Policy Map

Date :
July 2006

Map
40

EDUCATIVE ONLY
Measurements or direct interpretation,
in conjunction with Policy Document

Base Maps - 1994 Survey Sheets
Planning Unit, Malta Environment & Planning Authority



Key	
	NWUS 1 Limit to Development Boundary
	NWCM 1 Secondary Town Centre for St. Paul's Bay
	NWCM 2 Local Centre for Quorra
	NWCM 3 The Entertainment Priority Area of Bourgeois
	NWTO 3 Township Zone
	NWUS 3 St. Paul's Bay Village / Bourgeois / Quorra Residential Area
	NWUS 4 Bourgeois & Quorra Residential Priority Areas
	NWUS 6 Urban Open Space
	NWUC 11 Open Space Gaps between Settlements
	NWUS 3 Site for Public Bus Terminal
	NWUS 4 - Foresters within Commercial Zone Everywhere within the Tourism Zone
	Foresters within the Entertainment Priority Area
	NWUS 5 Development on the Sun Avenue Hotel Site
	NWUS 6 Development of Dohman Hotel Site
	NWUS 7 Comprehensive Development Scheme on Top of Port Runway
	NWUS 8 Site for Primary School
	NWUS 8 Urban Park
	NWUS 8 Regional Sports Complex
	NWUS 11 Re-Development Schemes for villa / Bourgeois sites
	NWUS 13 Commercial Use of Promenade and Footpaths
	NWUS 14 Quorra Coastal Development Brief
	NWUS 16 Site Set-aside for Recreation
	NWUS 17 Utilities provision in St. Paul's Bay
	Sites previously zoned for villa at TPS (1989) Refer to NWUS 4

North West Local Plan

Bourgeois & Quorra Policy Map

Scale: 1:7000
 Date: July 2006
 Map: 40

INDICATIVE ONLY
 Not to be used for measurement or exact interpretation.
 Plans to be used in conjunction with Policy Document

Base Map: 1994 Survey data
 Copyright Mapping Ltd, Milieu Environnement & Planning Authority

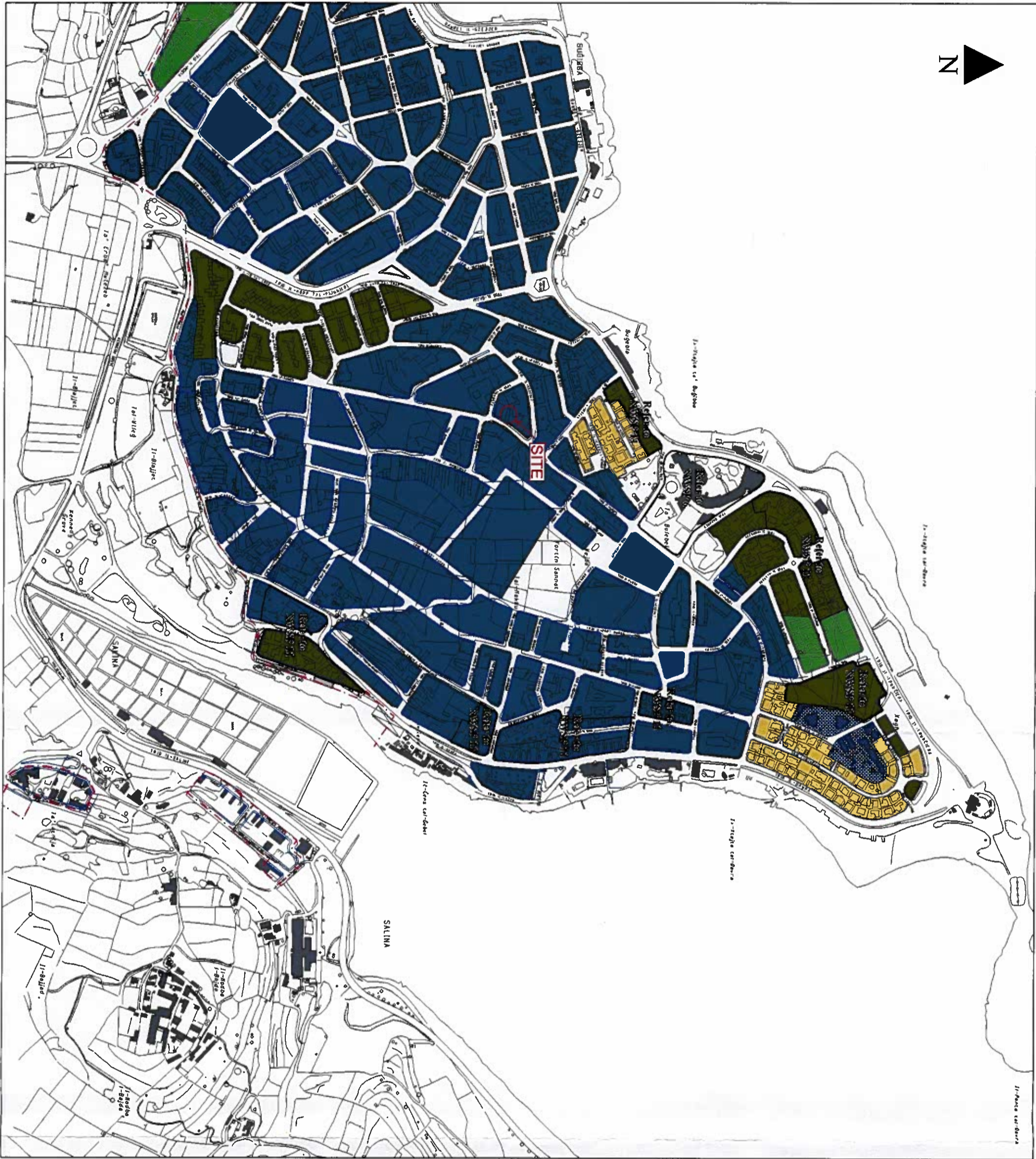
NORTH WEST LOCAL PLAN



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

Key

- NWUS 1
Limit to Development Boundary
 - 2 Floors
 - 3 Floors
plus 6 courses semi - basement
 - 4 Floors
 - 5 Floors
 - To retain existing height
- Applicable Policy
 NWUS 5
 Building Height Limitations



North West Local Plan Bugibba & Qawra Building Heights

Scale: 1:7000
 Date: July 2006
 Map: 42

INDICATIVE ONLY
 Not to be used for measurement or direct interpretation
 Maps to be used in conjunction with Policy Document
 Base Maps - 1988 Survey Sheets
 Copyright Mapping Unit, Malta Environment & Planning Authority

Anness 6

Dokumenti relatati mal-permess tal-ippjanar PB/03230/79

Permessi Aru. B. 269/3230/79
Permissi P. P.



PUBLIC WORKS DEPARTMENT,
PLANNING AREA PERMITS BOARD
BLOCK C
BELTISSEBH

8

BORD GHAL PERMESSI DWAR AREA TA' PJAN REGULATUR

24 SEP 1979

PLANNING AREA PERMIT BOARD

COPY

B'dan qiegħed jinġhata permiss mill-Bord għal Permessi dwar Area ta' Pjan Regulatur
Permit in terms of the Planning Area Regulations, 1962, is hereby granted by the Planning

skond ir-regulamenti ta' l-1962 dwar Area ta' Pjan Regulatur **Mr Angelo Bonanno**
Area Permits Board
"Tony House", Manikata Road, Manikata.

31st July, 1979

biex isiru xogħlijiet imfissrin fl-applikazzjoni tiegħu tal-
to carry out the works described in his application of the

Bugibba - St. Paul's Bay.

fi
at

skond il-kondizzjonijiet speċifikati hawn taħt:
under the conditions specified hereunder:

- (1) Dan il-permess huwa validu għal sena kalendarja mid data tal-ħruġ tiegħu.
- (1) *This permit is valid for one calendar year from date of issue.*

To erect dwellings subject to conditions on Form T.2 and as per plan submitted.

- (2) Din il-liċenza ma teħlisx lil minn tingħata mill-ħtieġa li jikseb minn xi Dipartiment jew
- (2) *This permit does not dispense the grantee from the necessity of obtaining from any De-*

Awtorità permiss, liċenza jew kull permiss ieħor meħtieġ minn xi liġi jew regolament fis-seħħ
partment or Authority a Permit, Licence or any other permission required by any law or regula-

minn żmien għal żmien dwar il-kostruzzjoni, rikostruzzjoni, tiswija, jew tibdil f'binjiet jew għall-
tion in force from time to time in respect of the construction, reconstruction, repair or alteration

ksib ta' materjal għal dawn ix-xogħlijiet.
of a building or of acquiring materials for such works.

DAN IL-POST, HAWN FUQ IMSEMMI MA JISTAX JIGI WZAT BĦALA "FURNISHED" JEW "HOLIDAY FLATS" MINN TURISTI.

Premises are NOT to be used as Furnished or Holiday Flats by Tourists.

This permit may be withdrawn at any time during the course of the year for which it is valid without any compensation from Government being granted.

Chairman,
Chairman,

Bord għal Permessi dwar Area ta' Pjan Regulatur,
Planning Area Permits Board.

jfx/vc

jcfar

0e
(3)

TOWN AND COUNTRY PLANNING OFFICE (PWO) - INFORMATION SHEET

P.A.P.B. FILE NO

3230/79

LOCALITY

Bu-yi-ba

NATURE OF REQUEST

Dwell'g



— Full Development Permission —

Documents : PA 7131/07/1B/1C/12A/26A/26B

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

- 1 - This permission relates only to the additions and alterations specifically indicated on the approved drawings. This permission does not sanction any illegal development that may exist on the site.
- 2 - The applicant is to participate in the Commuted Parking Payment Scheme for the area by contributing the sum of €2329.37 to make up for the shortfall in parking provision of two parking spaces.
- 3 - All external apertures and balconies shall not be constructed of gold, silver or bronze aluminium.
- 4 - There shall be no service pipes, cables or wires visible on the front elevation or on any other elevations of the building which are visible from the street.
- 5 - Air conditioning units shall not be located on the facades of the building which are visible from a public space. Any such units located at roof level shall be set back from the facade by at least 1 metre.
- 6 - All services located on the roof of the stairwell/washroom shall be clustered together and surrounded by a 1.5 metres high non-solid screen. The services shall not exceed the height of this screen, which shall be set back 2 metres from the front and back edges of the roof of the underlying stairwell/washroom structures.
- 7 - The balconies shall be located so that its side outer face is at least 0.75 metres away from the outer face of the party wall nearest to the balcony.
- 8 - The balconies shall not project more than 1.5 metres from the facade of the building.
- 9 - The development hereby permitted shall not commence between 1st July and 30th September in any year. Once development has commenced, the operation of plant, machinery and any other equipment which is audible, at the approved development site boundaries as well as construction or engineering works or operations which involve demolition, trenching, excavation and building activity on site, between 1st July and 30th September, shall only be permitted between 09.00 and 19.00 on Mondays to Fridays, between 0900 and 1700 on Saturdays and at no time on Sundays and public holidays.
- 10 - The height of the building shall not exceed the permitted number of 5 floors and recessed floor as indicated on the approved drawings.
- 11 - a) This development permission is valid for a period of FIVE YEARS from the date of this notice but will cease to be valid if the development is not completed by the end of this five year period.

- b) It should be noted that a third party may have the right of appeal against this permission. Any development which is carried out when such an appeal has been made, or until the time limit for the submission of such an appeal has expired, is undertaken at the risk that this permission may be revoked by the Planning Appeals Board or quashed by the Court of Appeal.
- c) This development permission does not remove or replace the need to obtain the consent of the land/building owner to this development before it is carried out. Furthermore, it does not imply that consent will necessarily be forthcoming nor does it bind the land/building owner to agree to this development. Where the land/building is owned or administered by the Government of Malta a specific clearance and agreement must be obtained for this development from the Land and/or Estate Management Departments.
- d) All works shall be carried out strictly in accordance with the approved plans and the conditions of this permission. Where a matter is not specified on the plans then the conditions of this permission and of Development Control Policy and Design Guidance shall take precedence and modify the plans accordingly.
- e) Before any part of the development hereby permitted commences, the enclosed green copy of the Development Permit shall be displayed on the site. This must be mounted on a notice board, suitably protected from the weather and located not more than 2 metres above ground level at a point on the site boundary where it is clearly visible and can be easily read from the street. The copy of the permit must be maintained in a good condition and it shall remain displayed on the site until the works are complete.
- f) The enclosed Commencement Notice shall be returned to the Malta Environment & Planning Authority so that it is received at least five days prior to the commencement of the development hereby permitted.
- g) Copies of all approved plans and elevations shall be available for inspection on site by Malta Environment & Planning Authority staff at all reasonable times.
- h) No building material, waste material, machinery or plant shall obstruct the pavement or the smooth flow of traffic on the road in the vicinity of the site. The deposit of materials or the placing of equipment in the street must be authorised.
- i) Waste materials resulting from this development shall be deposited at an official waste disposal site or used as fill material. If waste materials from the development are not to be reused, they shall not be disposed of other than at an official waste disposal site.
- j) The development hereby permitted shall not be brought into use until the Final Compliance (Completion) Certificate, certifying that the development has been carried out in full accordance with the plans approved by this permission and with the other conditions imposed in this permission, has been issued by the Malta Environment & Planning Authority.
- k) The permit is issued on condition that, where applicable, any excavation shall be

subject to the requirements of the Civil Code regarding neighbouring tenements.

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

m) Where applicable, the development, hereby permitted, shall be carried out in accordance with the provisions of the Environmental Management Construction Site Regulations, LN 295 of 2007.

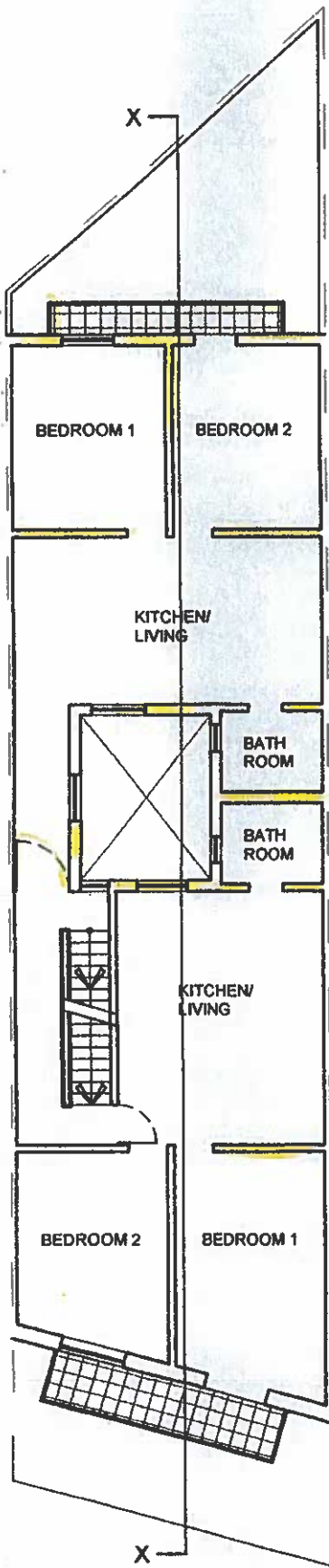
12 - Prior to the issue of the planning permission, a Bank Guarantee of EUR326.13 (LM 140) shall be imposed to ensure that the street is properly restored in accordance with the Environmental Management Construction Site Regulations, LN 295 of 2007, together with the submission of a pre-construction condition report of the street including photographs (as defined in the same legal notice). The bank guarantee shall only be released after the architect submits a post-construction condition report together with photographs evidencing compliance with this condition which is hereby being approved accompanied by clearance from the Local Council. This guarantee shall be forfeited after 3 months from the date of notification by the Authority of a notice to effect the remedial works covered by the same guarantee. Its forfeiture would not, however, preclude the applicant from adhering to all the conditions contained in this development permission.

Bank Guarantee calculation

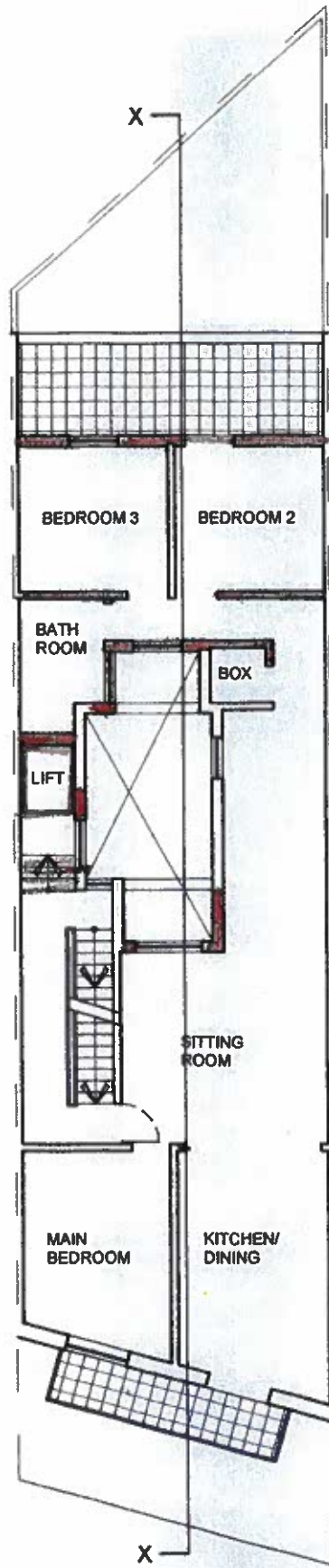
For construction works consisting of the addition of one or more floors covering more than 50% of the building footprint on existing developments:

Length of frontage (7 metres) multiplied by EUR 46.59 (Lm 20)

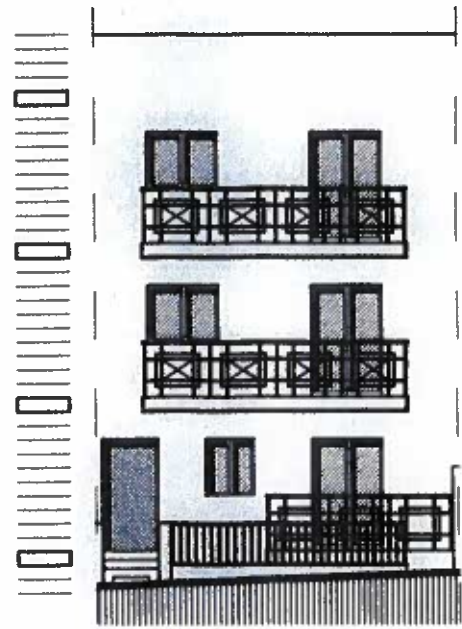
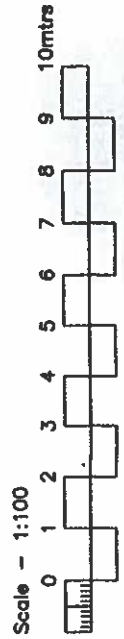
A number of additional conditions, standard at the time of issue of the permission, would also have been imposed in the original permission. It would have included conditions such as (but not limited to): Permit is granted saving third party rights. The applicant is not excused from obtaining any other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



**SECOND FLOOR PLAN
 AS EXISTING**



**SECOND FLOOR PLAN
 AS PROPOSED**



**FRONT ELEVATION
 AS EXISTING**

MARIO AXISA B.E.&A.(Hons.)A.&C.E.
 ARCHITECT & CIVIL ENGINEER

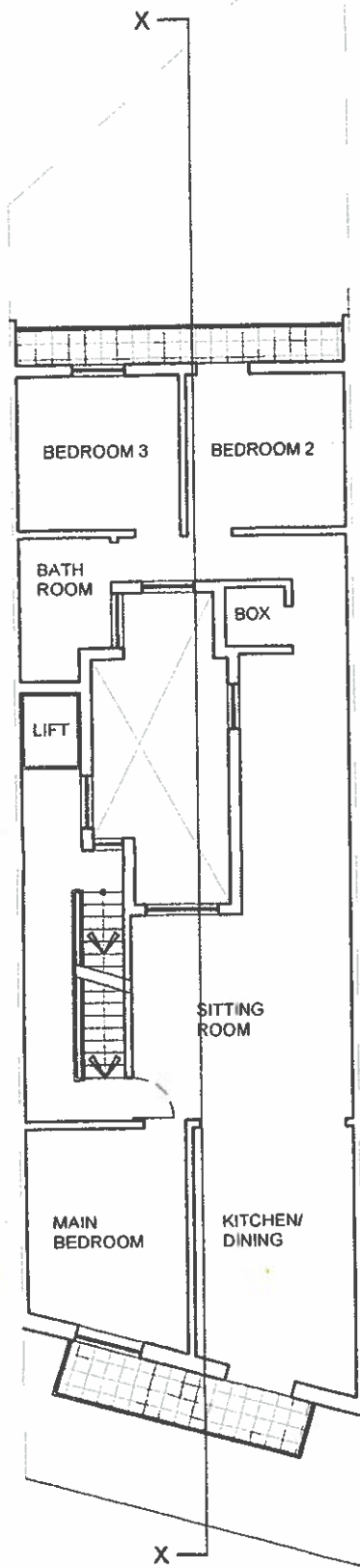
156, TRIQ LUIGI BILLION, PEMBROKE STJ-07 21384853

Project: Construction of 3No. apartments at
 at 1, Triq it-turisti, Bugibba.

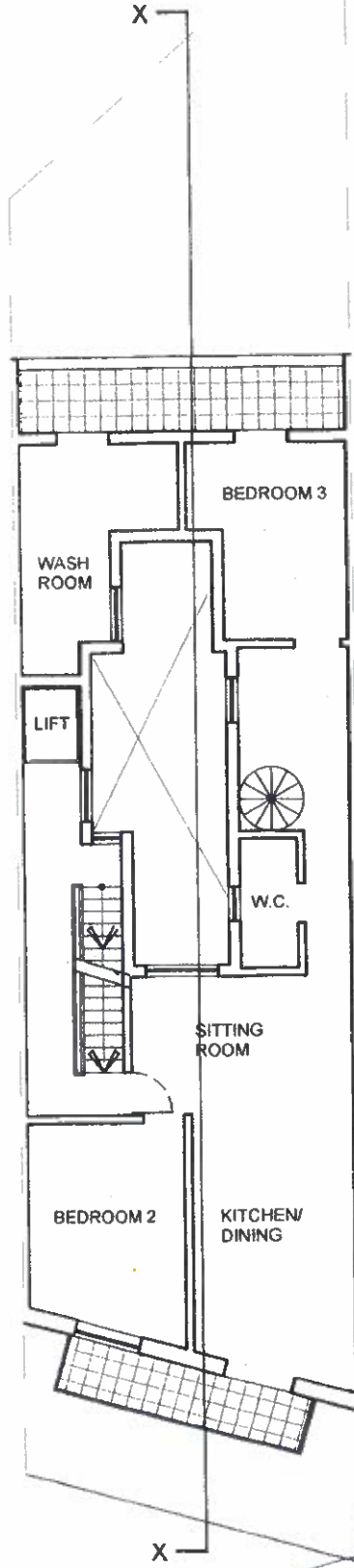
Working Title: Second floor plan & elevation - as existing

Drawn By:	C.G.	Checked By:	M.A.	Scale:	1:100
Date:	29.10.2007	Project Ref. No.:	2907	Sheet No.:	1

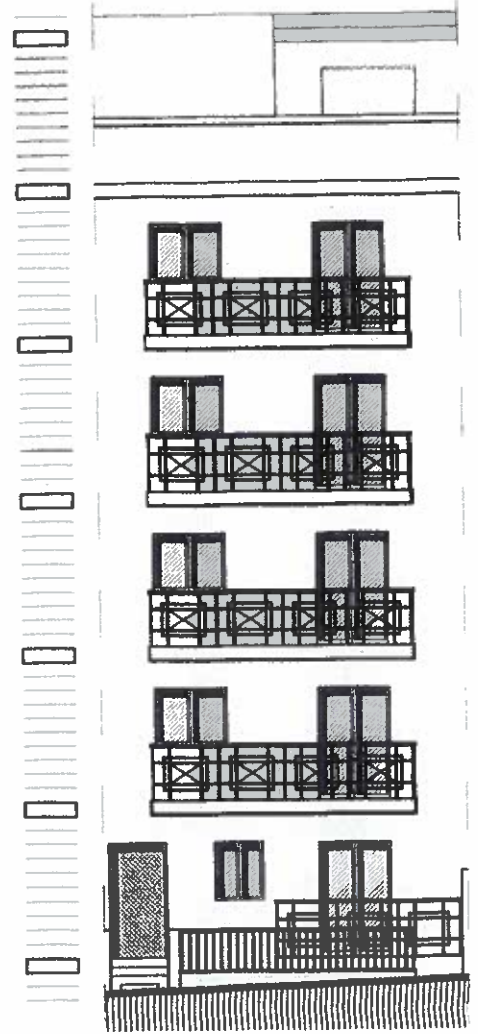
146243



THIRD FLOOR PLAN
AS PROPOSED



FOURTH FLOOR PLAN
AS PROPOSED



FRONT ELEVATION
AS PROPOSED

NOTES:

1. ALL EXTERNAL WALLS ARE TO BE IN WHITE COLOUR TO MATCH EXISTING.
2. ALL EXTERNAL APERTURES/RAILINGS ARE TO BE IN WHITE ALUMINIUM.



658537

MARIO AXISA B.E.&A.(Hons.)A.&C.E.
ARCHITECT & CIVIL ENGINEER

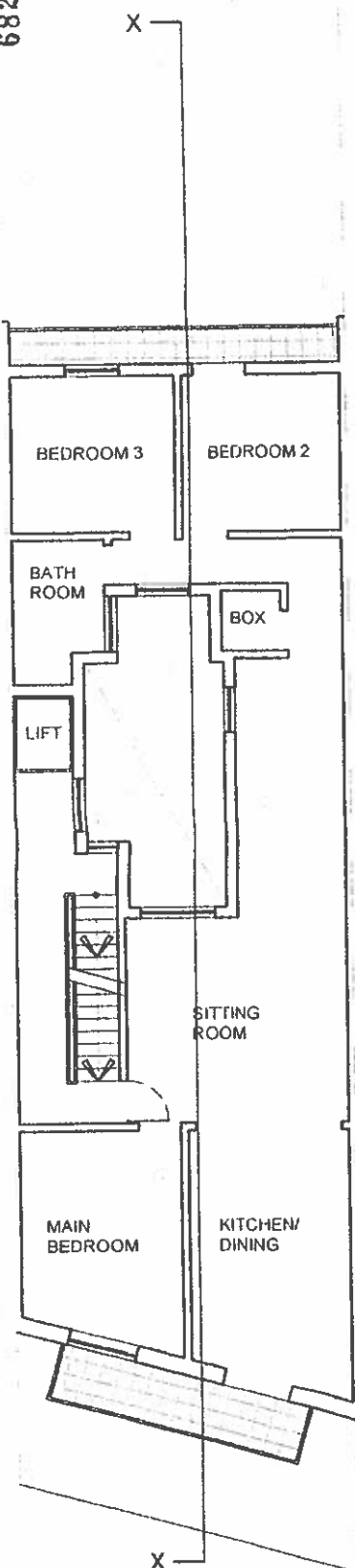
156, TRIQ LUIGI BILLION, PEMBROKE STJ-07 21384853

Project: Construction of 3No. apartments at
at 1, Triq it-turisti, Bugibba.

Drawn By: Third, fourth floor & elevation - as proposed

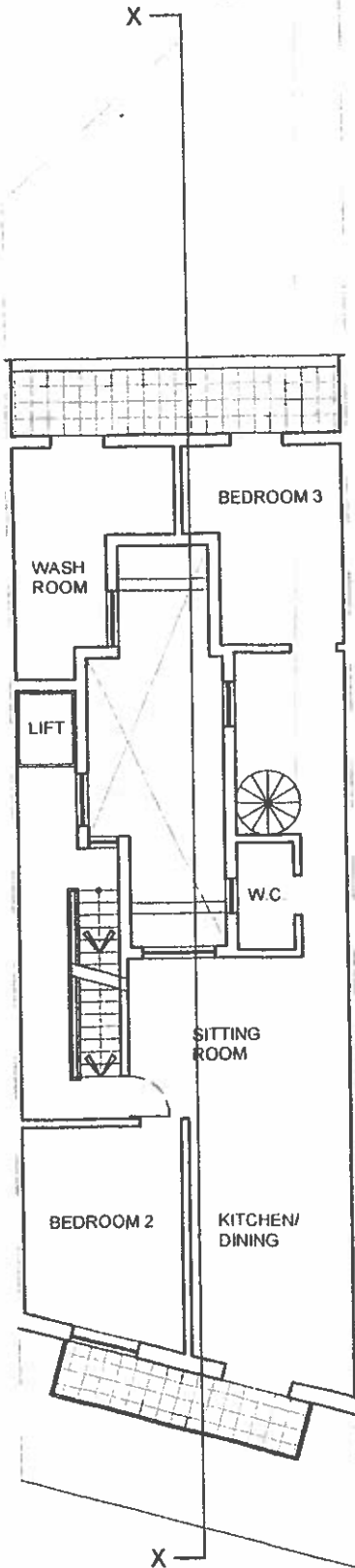
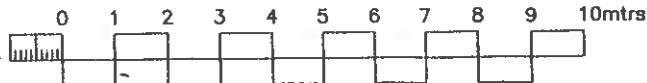
Drawn By: C.G.	Checked By: M.A.	Scale: 1:100
Date: 29.10.2007	Project Ref. No.: 2907	Draw. No.: 2
Revisions: A. Amended as requested by Mepa		Date: 01.02.2008

682774

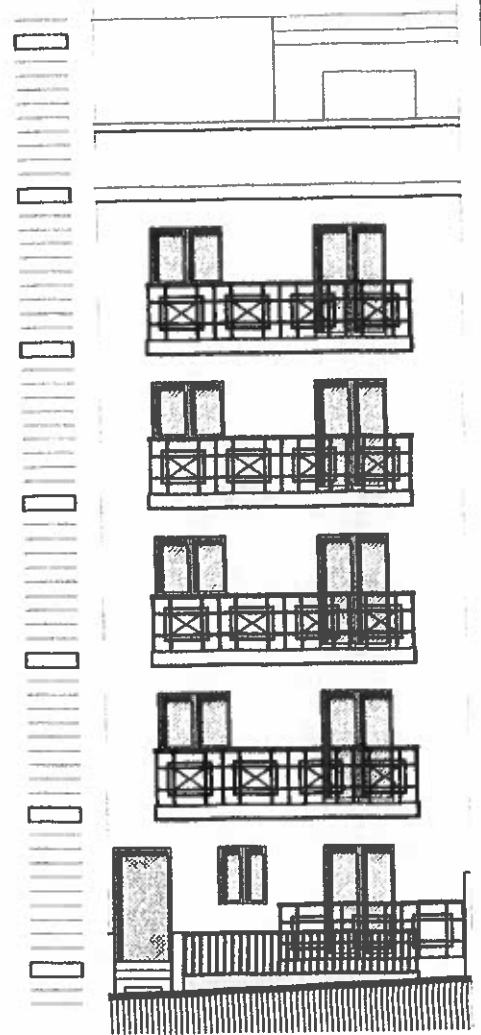


THIRD FLOOR PLAN
AS PROPOSED

Scale - 1:100



FOURTH FLOOR PLAN
AS PROPOSED



FRONT ELEVATION
AS PROPOSED

NOTES:

- 1 ALL EXTERNAL WALLS ARE TO BE IN WHITE COLOUR TO MATCH EXISTING.
- 2 ALL EXTERNAL APERTURES/RAILINGS ARE TO BE IN WHITE ALUMINIUM.

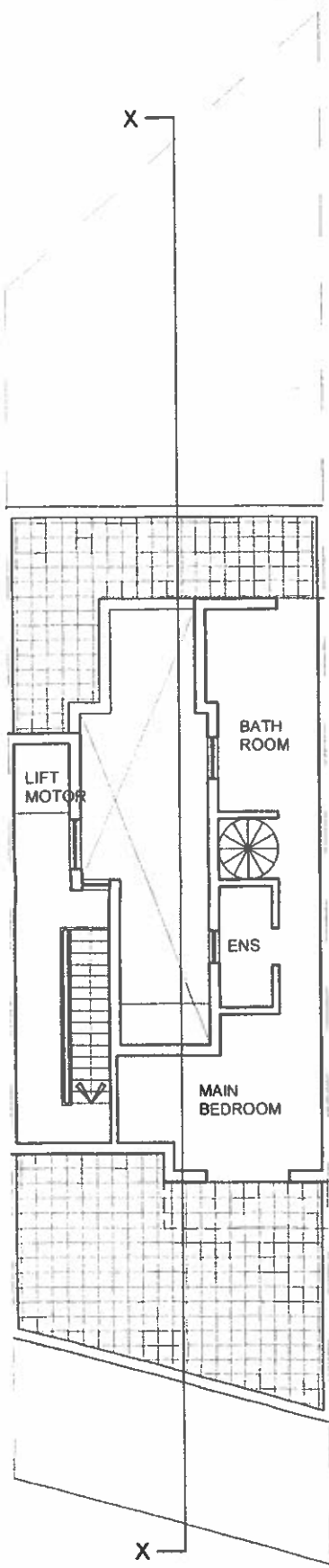
MARIO AXISA B.E.&A.(Hons.) A.&C.E.
ARCHITECT & CIVIL ENGINEER

156, TRIQ LUIGI BILLON, PEMBROKE STJ-07 21384853

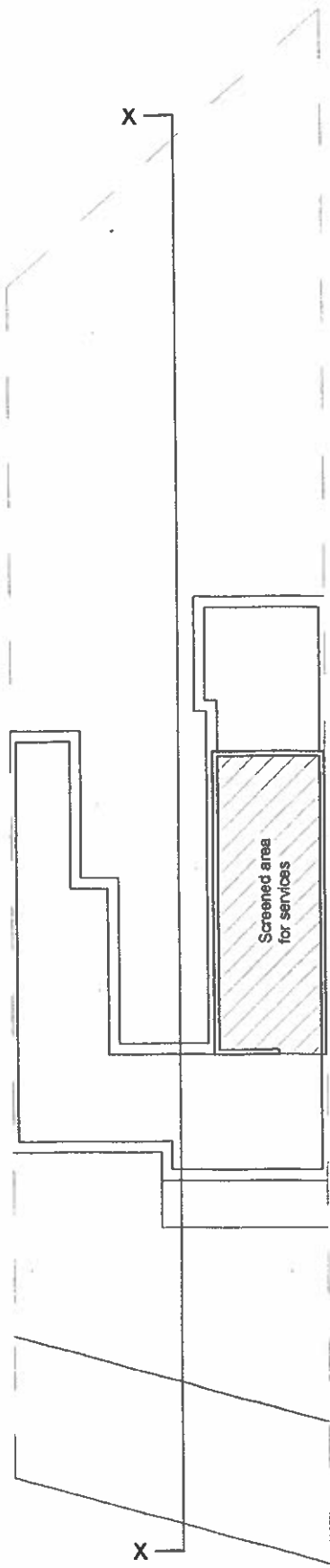
Project: Construction of 3No. apartments at 1, Triq it-turisti, Bugibba.

Drawing Title: Third, fourth floor & elevation - as proposed

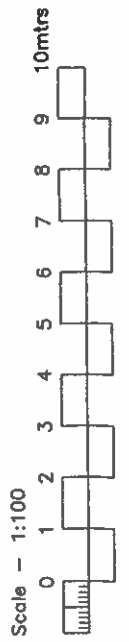
Drawn By: C.G.	Checked By: M.A.	Scale: 1:100
Date: 29.10.2007	Project Ref. No.: 2907	Draw No.: 2
Revisions:		
A. Amended as requested by Mepa		01.02.2008
B. Amended as requested by SEO		13.03.2008



PENTHOUSE FLOOR PLAN AS PROPOSED



PENTHOUSE FLOOR PLAN AS PROPOSED



670958

MARIO AXISA B.E.&A.(Hons.)A.&C.E.
 ARCHITECT & CIVIL ENGINEER

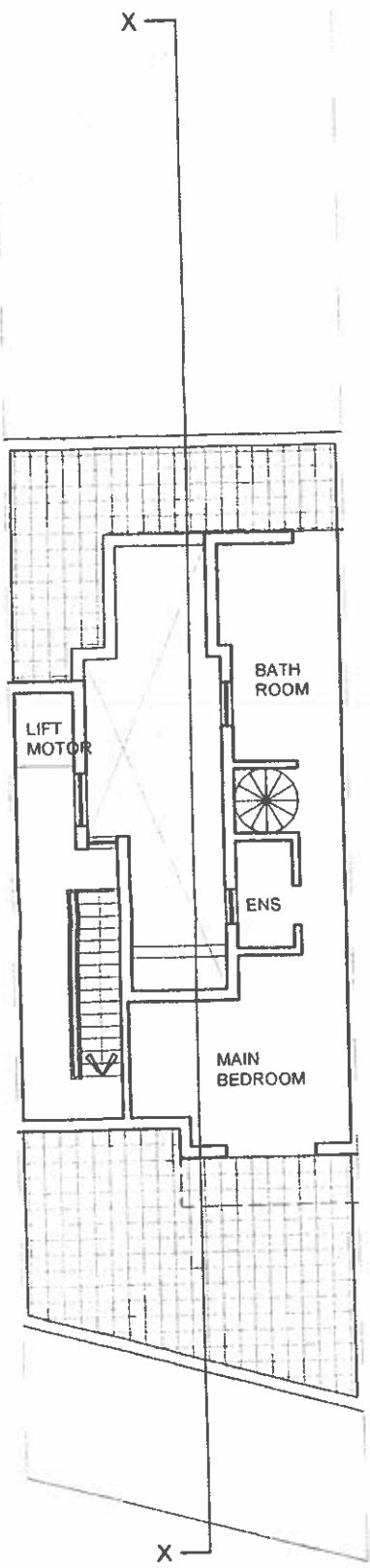
156, TRIQ LUIGI BILLION, PEMBROKE STJ-07 21384853

Project: Construction of 3No. apartments at 1, Triq it-turisti, Bugibba.

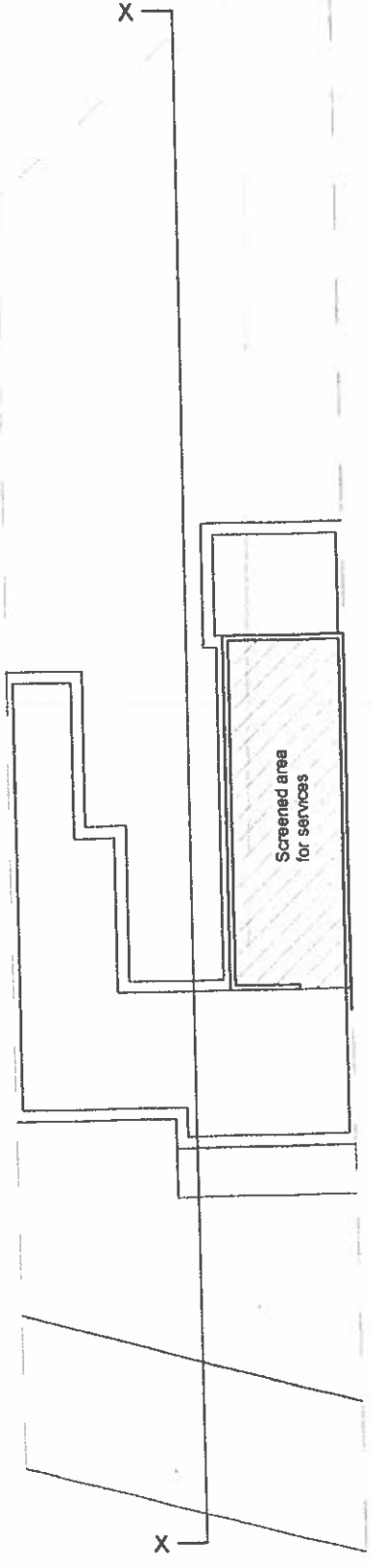
Drawing Title: Penthouse floor & roof plan - as proposed

Drawn By: C.G.	Checked By: M.A.	Scale: 1:100
Date: 29.10.2007	Project Ref. No.: 2907	Draw No.: 3
Revisions:		
A. Amended as requested by Mepa		01.02.2008
B. Amended as requested by SEO		06.03.2008

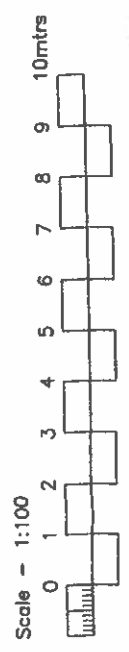
682775



PENTHOUSE FLOOR PLAN AS PROPOSED



PENTHOUSE FLOOR PLAN AS PROPOSED



MARIO AXISA B.E.&A.(Hons.)A.&C.E.
 ARCHITECT & CIVIL ENGINEER

156, TRIQ LUIGI BILLION, PEMBROKE STJ-07 21384853

Project: Construction of 3No. apartments at 1, Triq it-turisti, Bugibba.

Drawing Title: Penthouse floor & roof plan - as proposed

Drawn By: C.G.	Checked By: M.A.	Scale: 1:100
Date: 29.10.2007	Project Ref No.: 2907	Orig No.: 3
Revisions: A. Amended as requested by Mepa		01.02.2008
B. Amended as requested by SFO		13.03.2008

MARIO AXISA B.E.&A.(Hons.)A.&C.E.
ARCHITECT & CIVIL ENGINEER

156, TRIQ LUIGI BILLON, PEMBROKE STJ-07 21364853

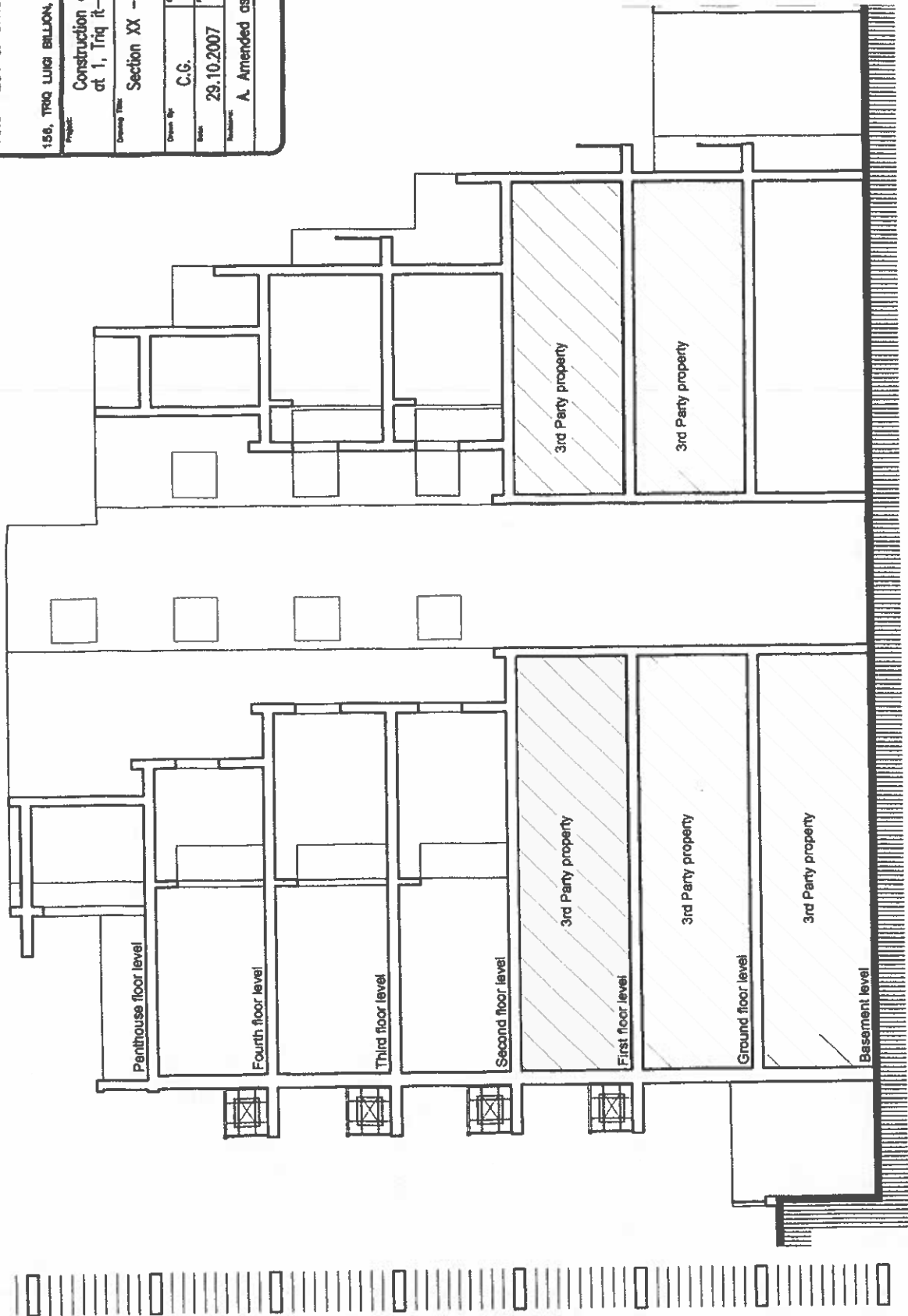
Project: Construction of 3No. apartments at
at 1, Triq it-turisti, Bugibba.

Drawing Title: Section XX - as proposed

Drawn By: C.G.	Checked By: M.A.	Scale: 1:100
Date: 29.10.2007	Project No.: 2907	Rev. No.: 4

Revised: A. Amended as requested by SEO 06.03.2008

670959



SECTION X-X
AS PROPOSED

682776

MARIO AXISA B.E.&A.(Hons.)A.&C.E.
ARCHITECT & CIVIL ENGINEER

156, TRIG LINGI BILLION, PEMROKE, STJ-07 21394853

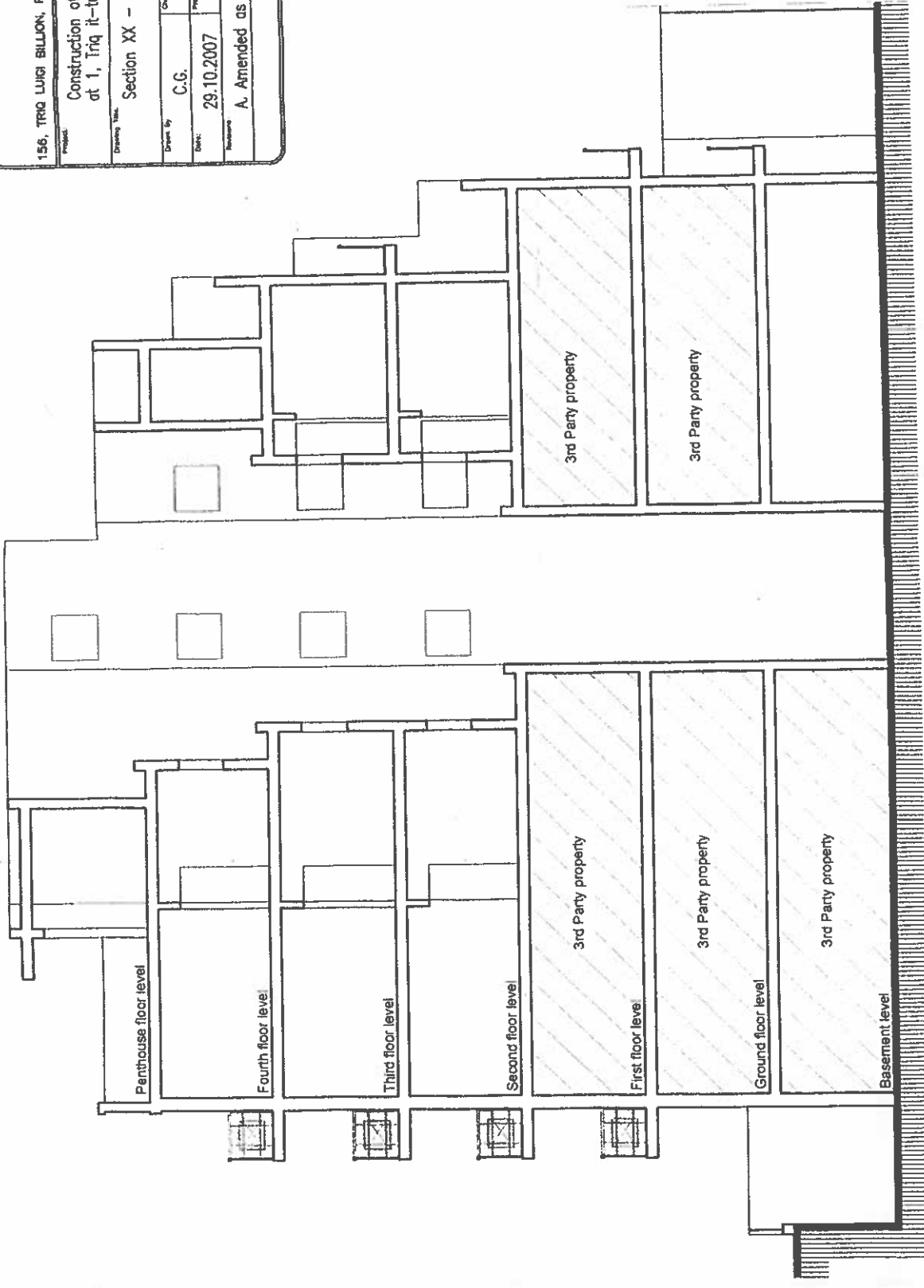
Project:
Construction of 3No. apartments at
at 1, Trq it-turisti, Bugibba.

Drawing No. Section XX - as proposed

Drawn by: C.G. Checked by: M.A. Scale: 1:100

Date: 29.10.2007 Project Ref. No. 2907 Sup. No. 4

Remarks: A. Amended as requested by SEO 13.03.2008



SECTION X-X
AS PROPOSED

Anness 8

Dokumenti relatati mal-permess tal-ippjanar PA/06792/16

Mr Edward Cilia
'Daffidol Court', Flat 19
Triq ic-Cern
Bugibba SPB 10

Date: 6 March 2017
Our Ref: PA/06792/16

Application Number: PA/06792/16
Application Type: Full development permission
Date Received: 7 May 2016
Approved Documents: PA 6792/16/1A/72A/72B; and supporting document:
PA 6792/16/31A (Water Services Corporation)

Location: Airspace at Exodus Flats, Triq It- Turisti, San Pawl il-Bahar, Malta
Proposal: To develop the existing airspace into 2 apartments and 1 duplex unit.

Development Planning Act, 2016 Full Development Permission

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

- 1 a) This development permission is valid for a period of FIVE YEARS from the date of publication of the decision in the press but will cease to be valid if the development is not completed by the end of this validity period.
- b) This permission relates only to the development as specifically indicated on the approved drawings. This permission does not sanction any other illegal development that may exist on the site.
- c) Copies of all approved drawings and documents shall be available for inspection on site by Planning Authority officers at all reasonable times.
- d) The development shall be carried out in complete accordance with the approved drawings, documents and conditions of this permission. Where a matter is not specified, then the conditions of this permission and of Development Control Design Policy, Guidance and Standards 2015 shall apply.
- e) Before any part of the development hereby permitted commences, the enclosed green copy of this development permission shall be displayed on the site. This must be mounted on a notice board, suitably protected from the weather and located not more than 2 metres above ground level at a point on the site boundary where it is clearly visible and can be easily read from the street. The copy of the permission must be maintained in a good condition and it shall remain displayed on the site until the works are completed.
- f) A Commencement Notice is to be submitted to the Planning Authority, by the permit on

PA/06792/16

Print Date: 12/04/2017

behalf of the applicant, at least FIVE DAYS prior to the date of commencement of works or utilisation of the permission. Failure to submit the Commencement Notice (with all fields correctly completed) or failure to submit it within the required timeframe shall invalidate the Notice and shall result in the imposition of fines according to Schedule D of Legal Notice 277 of 2012, or its amendments, or its replacements. In addition, **if the applicant fails to submit the Commencement Notice or the Commencement Notice submitted is invalid, the relative permission shall be considered as never having been utilised - Article 72(4) of the Development Planning Act (2016).**

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

h) Where an officially schemed street, within the development zone, bordering the site is unopened or unformed, it shall be opened up and brought up to its proper, approved and official formation levels prior to the commencement of any development hereby being permitted.

i) The development shall be carried out in accordance with the provisions of the Environmental Management Construction Site Regulations, Legal Notice 295 of 2007 (or subsequent amendments). Any hoarding shall be erected in accordance with Schedule 2 of the same Regulations.

k) Air conditioning units shall not be located on the facades of the building which are visible from the street or a public space.

l) There shall be no service pipes, cables or wires visible on the front elevation or on any other elevations of the building which are visible from the street or public space.

m) Any unit approved on more than one floor (duplex or more) shall remain physically interconnected as a single unit, and shall not be sub-divided into separate units without specific Planning Authority consent.

2 a) The façade(s) of the building shall be constructed in local un-rendered and unpainted stone, except where other materials/finishes are indicated on the approved drawings.

b) All the apertures and balconies located on the façade(s) of the building shall not be in gold, silver or bronze aluminium.

c) The height of the services on the roof of the building shall not extend beyond the approved height of the uppermost parapet wall.

3 This permission is subject to a Bank Guarantee to the value of € 326.13 to ensure that the street is properly restored in accordance with the Environmental Management Construction Site Regulations, 2007 (Legal Notice 295 of 2007). The bank guarantee shall only be released after the perit submits a post-construction condition report together with photographs evidencing compliance with this condition, accompanied by clearance from the Local Council. The clearance from the Local Council is to be endorsed by the Mayor and the Executive Secretary of the Local Council. This guarantee shall be forfeited if, after 3 months from the date of notification by the Authority of a notice to effect the remedial works, these are not carried out. Its forfeiture shall not, however, preclude the

applicant from adhering to all the conditions contained in this development permission.

- 4 To make up for the shortfall in parking provision of 3 parking spaces, this development permission is subject to a contribution amounting to the sum of € 3494.07 in favour of the Planning Authority's Commuted Parking Payment Scheme for the locality within which the site is located. The funds raised shall be used as prescribed in the policy document "Commuted Parking Payment Scheme for Malta" (1998).

5 **Conditions imposed and enforced by other entities**

A. Where construction activity is involved:

(a) the applicant shall:

(i) **Appoint a Project Supervisor for the Design Stage and a Project Supervisor for the Construction Stage** and any such appointment shall be terminated, changed or renewed as necessary. The same person may be appointed to act as project supervisor for both the design and construction stage, if that person is competent to undertake the duties involved and

(ii) **Keep a health and safety file** prepared by the Project Supervisor for the Design Stage.

(b) When the construction works related to this application are scheduled to last longer than thirty working days and on which more than twenty workers are occupied simultaneously, or on which the volume of work is scheduled to exceed five hundred person-days, the project supervisor shall **communicate a prior notice to the Occupational Health and Safety Authority (OHSA) at least four calendar weeks before commencement of works.**

(c) The Project Supervisor for the Design Stage shall **draw up a health and safety plan** which sets out the occupational health and safety rules applicable to the construction activities concerned, outlining the measures to ensure cooperation between different contractors and shall also include specific measures concerning occupational risks that may be present at this site.

B. Where the development concerns a change of use to a place of work, the applicant shall obtain a Perit's declaration that the building conforms to the requirements of LN 44 of 2002.

C. Where the development concerns a place of work:

The applicant shall:

(i) obtain a Perit's declaration that the necessary requirements arising out of LN 44 of 2002 have been included in the plans and drawings; and

(ii) obtain a Perit's declaration that the building conforms to the requirements of LN 44 of 2002.

D. The development is to strictly adhere to the 'Design Guidelines on fire safety for buildings in Malta' to ensure that all Fire Safety measures and provisions are addressed as indicated in the Design Guidelines on Fire Safety for Buildings in Malta, published by the DCID in 2004, (or other relevant standard, provided it is approved by the Civil Protection Department), Policies, and the Laws and Regulations of Malta.

E. Where the development includes a livestock farm:

- (a) The farm **shall not** be connected directly to the sewer network.
- (b) Silting traps, sedimentation pits as well as manure clamps shall be installed, as shown on the approved drawings. Settled Waste water shall only be discharged in approved waste receiving stations.
- (c) Any effluents discharged shall have chloride levels lower than 1000 mg/L. The operators shall acquire a Public Sewer Discharge Permit before commencing operations.

F. Where the development includes a swimming pool:

- (a) Any effluent, if discharged in the sewers, shall meet the specifications listed in L.N.139 of 2002 as amended by L.N.378 of 2005.
- (b) Adequate sampling points should be installed as directed by WSC – Discharge Permit Unit officials.
- (c) Chlorine concentration of the effluent should not exceed 100 mg/L Cl₂.

G. Prior to laying of water and wastewater services in the road, the development shall comply with the requirements of Legal Notice 29/10 Part III (Roads in inhabited Areas) Clause 12.

H. In the event of an accidental discovery in the course of approved works, any cultural heritage feature discovered should not be damaged or disturbed and the Superintendence is to be immediately informed of such discovery. Any cultural heritage features discovered are to be investigated, evaluated and protected in line with the Cultural Heritage Act 2002 (CAP 445). The discovery of cultural heritage features may require the amendment of approved plans.

In terms of Article 72(3) of the Development Planning Act, 2016, the execution and validity of this permission is automatically temporarily **suspended** and no works as approved by the said development permission may commence before the lapse of the time period established in Article 13 of the Environment and Planning Review Tribunal Act and subsequently will remain so suspended if the Tribunal so decides in accordance with the Environment and Planning Review Tribunal Act.

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

Developers are advised to check the invert level to the sewer main with the Water Services

Corporation as they would have to make their own arrangements where a gravity service connection is not possible. In these cases, the architect has to indicate the solutions envisaged and to indicate on the plan what needs to be carried out and obtain approval from WSC. Developers are further reminded that connection of storm water into main sewers is not allowed.

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

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

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

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

This decision is being published on 15 March 2017.

Marthese Debono
Secretary Planning Commission (Development Permissions)

Notes to Applicant and Perit

Right for reconsideration

Where applicable, you have a right to submit a request for reconsideration to the Authority in terms of regulation 14 of Legal Notice 162 of 2016.

Right for appeal

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

Time limits

Requests for reconsideration or appeals must be made within 30 days from the publication of the decision notification in the local press as required by regulation 14(1) of Legal Notice 162 of 2016.

Fees to submit a request for reconsideration or appeal

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

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

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

Submission of request for reconsideration or appeal

With regards to requests for reconsideration, Form PA 4/16 must be used for submission. All fields of the Form must be filled in as appropriate. Requests for reconsideration can only be submitted electronically.

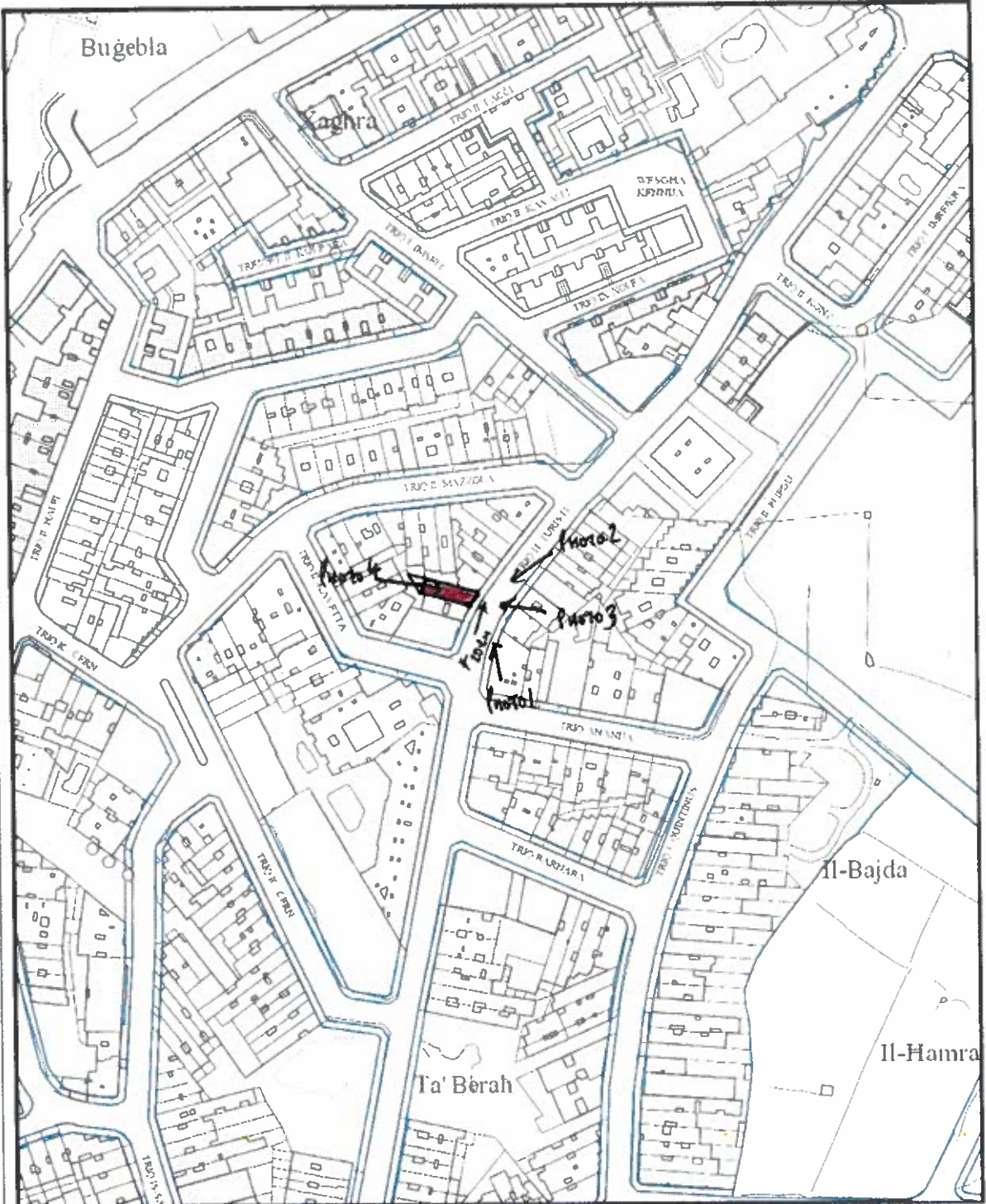
With regards to appeals, as required by Article 13 of the Environment and Planning Review Tribunal Act, 2016, the submission must include the detailed grounds for appeal and the requests being made by the appellant. Appeals must be submitted physically at the offices of the Environment and Planning Review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

Important Notice

In view of the provisions of Article 72(4) of the Development Planning Act (2016), a Commencement Notice is to be submitted to the Planning Authority, by the perit on behalf of the applicant, at least FIVE DAYS prior to the date of commencement of works or utilisation of the permission. Failure to submit the Commencement Notice (with all fields correctly completed) or failure to submit it within the required timeframe shall invalidate the Notice and shall result in the imposition of fines according to Schedule D of Legal Notice 277 of 2012, or its amendments, or its replacements. In addition, if the applicant fails to submit the Commencement Notice or the Commencement Notice submitted is invalid, the relative permission shall be considered as never having been utilised.

-PADCN-

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MEPA - www.mepa.org.mt

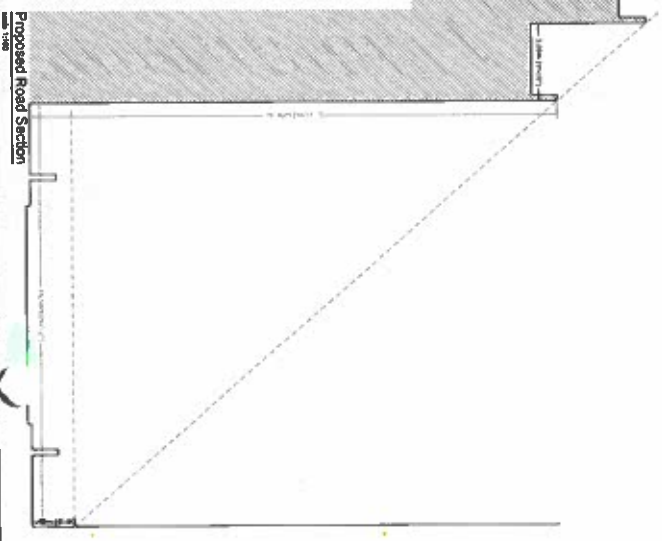
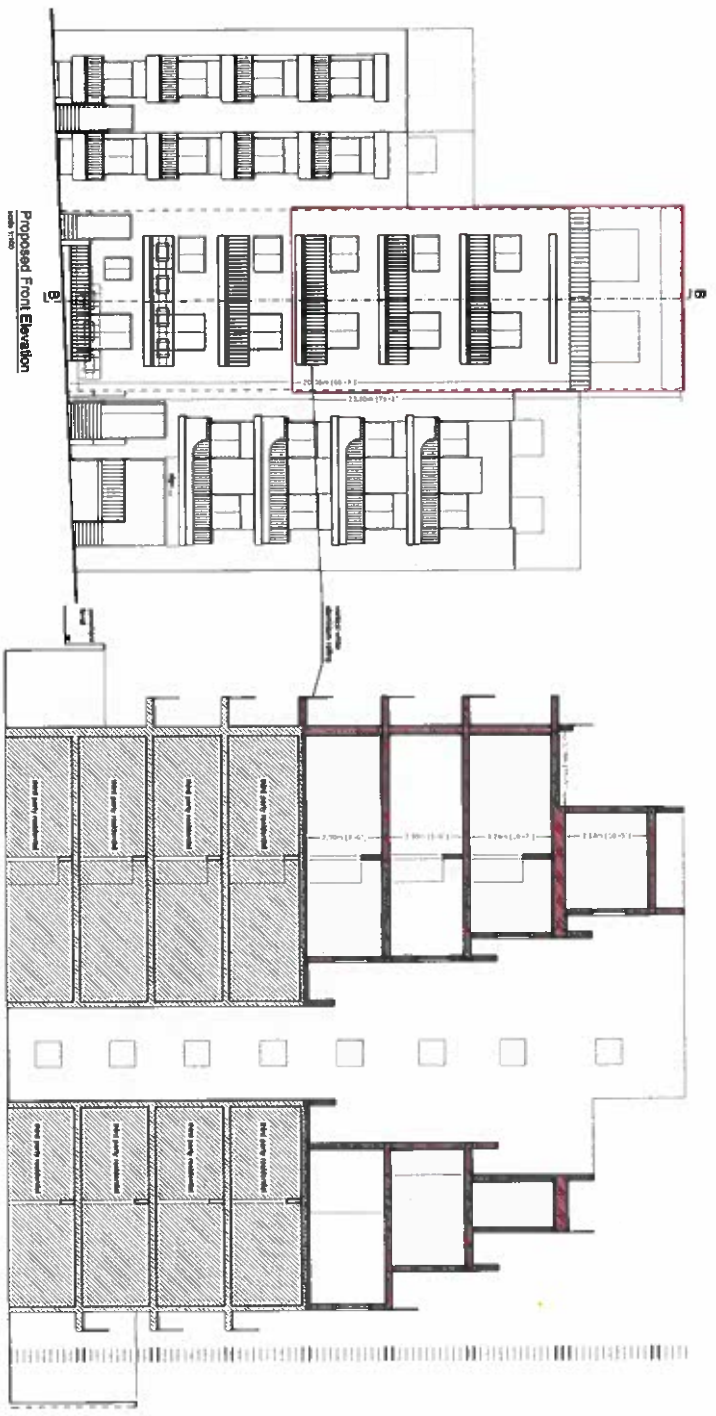
St. Francis Ravelin
 Floriana FRN 1230, Malta
 PO Box 200, Marsa MRS 1000, Malta
 Tel: +356 2290 0000 Fax: +356 2290 2295

Pert Justin Spiteri B.E&A (Hons), A&C.E.
 'Adrienne', Triq il-Huttaf, Mosta M.S.T 4602
 mob: 79056074
 email: justin_spiteri@yahoo.com

Site Plan, Scale 1:2500
 Printed on: Thursday, December 17, 2015

Not to be used for interpretation or scaling of scheme alignments
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Sheet	Description
1	Site Plan
2	Proposed Front Elevation
3	Proposed Section A-A
4	Proposed Road Section

Color	Material
Red	Concrete
Yellow	Brick
Green	Wood Siding
Blue	Asphalt
White	Stucco

Proposed Elevation:
 To insure compliance with the provisions of the Ordinance of the City of Yald, the applicant is required to submit a color rendering of the proposed building facade for approval. The color rendering shall be submitted with the application and shall be in accordance with the following requirements:
 1. The color rendering shall be submitted on a separate sheet of paper.
 2. The color rendering shall be in color and shall be of sufficient quality to show the true colors of the proposed building facade.
 3. The color rendering shall be submitted in a size of 11 inches by 17 inches.
 4. The color rendering shall be submitted in a format that is suitable for printing and display.

Item	Description	Quantity	Unit
1	Proposed Elevation	1	Sheet
2	Proposed Section A-A	1	Sheet
3	Proposed Road Section	1	Sheet

J&S ARCHITECTURE & DESIGN
 1000 North Main Street, Suite 100
 Yald, CA 95701
 Phone: (916) 752-1234
 Email: info@janddesign.com

Comment from the Operations Unit, Water Services Corporation:

The applicant is solicited to consult the Region Office, Water Services Corporation in order to be informed on the availability of connection to the infrastructural networks.

In view of the added height, the developer is solicited to consult the Region Office regarding provision of water up to the new level where water storage shall be installed.

Conditions from the Operations Unit, Water Services Corporation

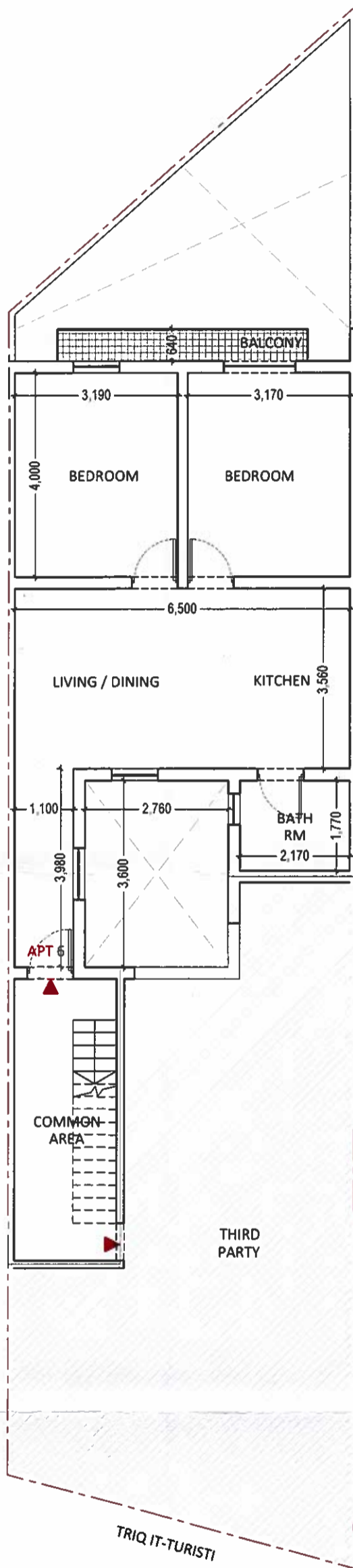
The development shall comply with DC2015 Clause 4.3.3 Provision of Water Reservoirs and Second Class Water Re-use Design Policy 47

Prior to the laying of water and wastewater services in the road, the development shall comply with the requirements of Legal Notice 29/10 Part III (Roads in Inhabited Areas) Clause 12

The disposal of storm water into sewers is not allowed as per Building Regulations Technical Guidance Document F.

Developers are advised to check the invert level to the sewer main with the Region Office, Water Services Corporation as they would have to make their own arrangements where a gravity service connection is not possible. In these cases, the permit shall indicate the solutions envisaged, indicate on the plan what needs to be carried out, and obtain WSC approval.

Anness 9
Skizz tal-fond fl-istat odjern



GROSS EXTERNAL AREA

1ST FLOOR

INTERNAL - 66.0 m²
EXTERNAL - 3.1 m²

Simone



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

project		COURT - SUBBASTA		drawn	SS	revisions	
address		APARTMENT 6, TRIQUIT-TURISTI, ST PAUL'S BAY		checked by	SVL	ref.	date
drawing		SKETCH PLAN		date	18SEP23	by	description
dwg no		C 0 0 9 6 9 . 0 0 S K 0 1		scale	1:100 @ A3		
		REV.					

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6428

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Innaat.

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hgi, gu gtratin jictu u kurnalawanti

hu ds 1/12/1978
re - kulluff

H. kulluff kullundu kull-dit

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6429

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jaeph boy, lara il-mijjal kerald u
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Mimi duto magrafa

In rudu ta elara l-att.

Li kompante kessiondu bonana
'mami' gu fetas jgata u jidder
li l-att ta en fetas temporan
lil kompante l-attar Dona Alfred
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6430

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6431

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dona l-ut juu hilt-lunphata
latolla ette pugla gull-shofijut
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ma' dah hi t'gallenn omna l-
kuzju anguddia kallitaka kumana.

4 It luanjuaja ma' pian
jogla gatt jupona l' elda paita
mum dina l-ut mumpaju ma'
juponi pugla unu juu ralu ta anu

6432

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5. H. hincipona-pi 'nomini
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l. hincipona-pi
mipat

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8. İki hüllet tötöferiment pulis-
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t' d'ana t-att juw tatt kenuca
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6435

tä' an, slätti t' dena t' att
in löti jug i' minenati packi
tall-utöi att, 13 da lull hempeni
hi pit ju pallas il-kuon hinh
hall-esproppayoni gländu ppi
perapit kelle mult-koncuinaja
T' har perö. hi t' kuon

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att-konuna t' dena t' att. lull
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kuon hemm gländ-diutt t' uhd
hall-utöi demenp klättis gländu
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u t' koncuinaja-pi 'nunni' ilölli
datt hiu glätt hempeni latt.
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sulta jug t' utöi att u ei-uni
ppi appurlat proppozjonäth-urunt
glätt-lyft latt-att hi pueni sadat.

14 H. koncuinaja 'nunni'
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jug unimoini u t' osuwanza

6436

tatt dllafta l'ohin kelle monnku
amunt l' danna tatt a/om.
tatt-linadenti munni b-jouilla
t'epolita gnuati ta gidde paante
u jukun, olte t-puubgy spejati
skund et-ligi

15 II. Linadenti munni
jeggurankuon l-puusu paupdin tatt
out munni l'asfonta b' danna
l-att t'epolita gnuat tatt-gid
tatt mandontu l'epu paante u
jukun l'omulata ment nar-som ma
la tatt ulf Cira (L172000), a
jau-tatt kuruupni-ju b-jouilla

skall-fonyut tatt att
dua-er l'uuu jini u den oggini
l'as-ana elf dllafta myra u t'atit
u ulf-jon (1873) jggj del-paat bi l-
att l'asfonta b' danna l-att l'iffum.
pochi mull-att itis-l'kkuun juu
tatt kumu bi ulka fell-puusu u
fid. l'gawdya tatt fonta l'omadenti

6437

ghall. dawn l.aktar milya
rena u uoi usiq gabel ma'
daktat an ugox el-hya lat sui-
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① Rodde: "Mii ma gild tal-
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② uha lachiel intonna
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③ jenna intonna.

④ zenyj lachiel intonna
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by me for S & R.

⑤ Adde: "strenua".

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id- figli di Natta Valtella
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fil-kuoja Anicasevici Ula
numeri, plura George
Parvia, Kerkier, Jan
id- nipoti John Jozetod
Lengha u Carmelo Zengha,
intinat, idem id- nipoti
Gionaria, Jozetod
strenua.

⑥ Lettura intrinseca.

Rev. Cam. Bonata

Le. Alf. Comilleo.

Carmel Prof.

George Paris

Angelo Ulla

Master N. Ulliberi Pratti.

ARCIDJOĊESI TA' MALTA

6438

Ufficiju Djoċeżan ta' l-Amministrazzjoni — Taqsima Propjeta

Numru tal-File14/77.....

Oggett

Nawtorizzaw lil W.R. Don Carmelo Bonavia biex jirrapprezenta l-Prebenda Parrokċjali ta' Hal-Safi fuq l-att ta' koncessjoni enfitewtika ghal-150 sena mid-data ta' l-att tal-perzjon numru 114 mill-art tas-"Sellum", Bugibba kif murija fil-pjan ta' perit Joseph Ellul Vincenti u li kopja taghha ghandha tigi annessa ma' l-att u dana a favor ta' Fr. Joe Borg u bicċens annwu ta' £190.



Din il-koncessjoni/proroga qed issir bil-kundizzjonijiet li ġejjin:

- 1) Iċ-ċens ghandu jithallas bis-sena bil-quddiem.
- 2) Iċ-ċens ikun rivedibbli wara 25 sena u mbaghad kull 25 sena bazata din ir-reviżjoni fuq il-"minimum wage standard" ta' dak in-nhar paragonat ma' dak tal-lum li hu kkunsidrat ta' £17,38,0 fil-gimgha.
- 3) L-enfitewta ma jkun jista' qatt jinqeda b'din l-art/b'dan il-fond għall-uzu mrorali jew li ma jkunx jaqbel ma' dak li tghalliem Ommna l-Knisja Mgaddsa Kattolika Rumana.
- 4) L-enfitewta ma jkun jista' qatt jalljena ebda parti mill-art/fond b'ċens anqas minn dak impost fuqha/fuqu jew ezenti mill-hlas ta' ċens.
- 5) L-enfitewta ghandu jobbliga ruhu li fi zmien sentejn mid-data tal-kuntratt itella benefikati edillizzi tal-valur ta' mhux inqas minn £1500
- 6) Ghandu jiġi stipulat id-dritt tal-lawdemju favur id-direttarju għal kull trasferiment onerus, korrispondenti għal sena ċens jew għal parti minnha, skond jekk it-trasferiment ikunx sar għall-inter jew għal parti minnu.
- 7) L-enfitewta jobbliga ruhu li f'kull kuntratt ta' trasferiment ta' l-utili, jsejjah lid-direttarju biex jirlewi l-law-demju fuq l-istess kuntratt u dan taht penali ta' ammont korrispondenti għal sena u nofs ċens.
- 8) Jekk qatt ikun hemm taxa fuq l-art, din tithallas mill-enfitewta.

6440.

9) Żewg kopji tal-kuntratt u ta' kull trasferiment ulterjuri li jithallsu mill-enfitewta għandhom jingħataw lid-direttarju fi żmien ta' xahar mid-data ta' kull kuntratt relattiv.

10) L-ispejjes kollha tal-kuntratt u tal-Kurja kif ukoll kull dritt dovut lill-gabillott. għandhom jithallsu mill-enfitewta.

11) Taħt pedali ta' EM5 kuljum f'każ ta' inosservanza li-koncessjonarju jgħallu ruhu li fi żmien sitt xhur mid-data tal-kuntratt jiffirma n-nofs tat-triq għat-tul kollu tal-fattata tal-porzjon tiegħu u mid-data ta' l-istess kuntratt jippermetti l-koncessjonarji l-oħrajn kollha li jgħaddu minn fuq il-porzjon tiegħu.

12) Fil-każ li jirriżulta illi l-kejl jew il-konfigurazzjoni ta' l-art ma jkunux jikkorrispondu ma' daww murija fil-pjanta ammessa ma l-art, Lenfitewta jkollu biss id-dritt li jew fi żmien sentejn mid-data tal-kuntratt jiftlob li-revissjoni tal-koncessjoni/proroga jew li jftlob l-aggustament ta' c-cens skond il-kejl misjub salv kwalunkwe dritt tal-koncedenti.

13. Fil-każ li l-Gvern jespropja sa terz mill-art koncessa in enfitewta jkun marbut li jkompli jgħallas l-ammont intier ta' c-cens fuq l-art listibqalu f'idejgħ, izda l-kumpens li jgħallas il-Gvern jlehd u kollu l-enfitewta.

14. Fil-każ izda li l-Gvern jespropja aktar minn terz, allura kwalsiasi kumpens li jgħallas il-Gvern tant għad-dirett kemm għall-utili dominju, jigi percepit fl-interrezza tiegħu mid-direttarju u l-enfitewta jkollu biss id-dritt għall-benefikati lu jkun talvolta għamel fuq l-art u c-cens jigi agguata proporzjonatament tal-kejl li jkun fadal.

Lenfitewta għandu jggarantixxi l-hlas puntwali ta' c-cens kif ukoll l-obbligi kollha minnu assunti bi-ipoteka tal-gid tiegħu kollu u dana oltre l-privilegg spettanti lid-direttarju skond il-liġi.

L-imsemmi Don Carmelo Bonavia nomine huwa awtorizzat jggarantixxi l-paċifiku pussess ta' l-utili dominju għal-żmien tal-koncessjoni/proroga bi-ipoteka tal-gid kollu ta' lenti proprjetarju.

Din l-awtorizzazzjoni tibqa valida sa xahrejn mill-lum.

Mogħti mill-Kurja Arciveskovili ilum 18 ta' Settembru, 1978

(ft.) Jos. Lupi
Vigarju Generali ad. int.

Vera kópja mahruġa mill-Kurja Arciveskovili, ilum 18 ta' Settembru, 1978.



Sac. Aurelio Debono
A/ Kancellier
Rev. Carmo Bonavia
Dr. J. J. Camilleri
Printer Angelo Vella

'B'

6441

KNOW all men by these present that the undersigned
Reverend Father Joseph Borg, son of
the General and of [unclear] and
children, born in [unclear] and residing
at [unclear].

do hereby make, constitute and appoint true and lawful attorney for
in place and stead Reverend Father
Alfred Comilleri, son of the late
Anthony, born in [unclear] and residing
at [unclear].

empowering :-

1. To administer [unclear] property movable and immovable in the most ample unlimited manner.
2. To accept in [unclear] name and on [unclear] behalf either simply or with benefit of inventory any inheritance which may devolve to [unclear].
3. To formulate and file declarations of succession and donation and to pay imposts and penalties thereon.
4. To appear in [unclear] name and on [unclear] behalf of any deed of liquidation, approval and acquittance of accounts, and partition of movable and immovable property, money, stocks and other valuables which belong to [unclear] jointly with others or which comes or may come to [unclear] from any inheritance or by any title or cause whatsoever, empowering [unclear] for such purpose to assume any obligation and to undertake anything which may be required in the premises without any exception whatsoever.
5. To effect any transfer (sale, barter or exchange, long-lease, *datio i solutum* etc.), of movable and immovable property belonging to [unclear] for such sale price or equivalent and under those terms and conditions which [unclear] said attorney may deem proper, as well as to do any and every procedure for the liberation of burthens and servitudes aggravating any immovable property belonging to [unclear].

6442

6. To demand and exact or withdraw from any Bank authority or Court Registry and from any other person or constituted body any sum of money or other effects which may be due to _____ for any title or cause whatsoever, with power to agree to all terms and conditions set forth in the schedule of deposit including that of hypothecating _____ present and future property.

7. To acquire either by title of purchase or by any title whatsoever any immovable property by Notarial transfers or by public sales under judicial authority ("subasta") under such sale price, terms and conditions which said attorney may deem fit and proper.

8. To stand in judgement, either as plaintiff or defendant in _____ name, with all the powers enumerated in section one thousand nine hundred and sixtyseven of the Civil Code of Malta (Chapter 23 Revised Edition).

9. To transact and comprise any dispute or lawsuit in which _____ may be a party, upon such terms as _____ said attorney in fact may deem best, with all powers necessary for the purpose.

10. To apply in _____ name and on _____ behalf for any authorization which may be required for any act mentioned in this power of attorney, to the competent Court and/or other authority.

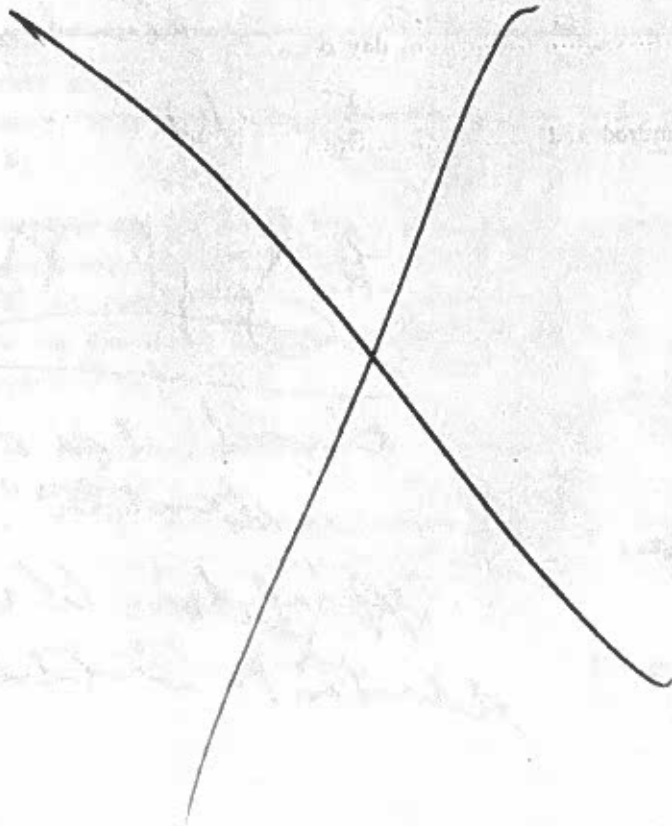
11. To bind _____ under a general lien, of as it is termed in Maltese Law, under general hypothecation of _____ present and future property even, when necessary "in solidum" with others, under such terms and conditions as may be deemed necessary by _____ said attorney.

12. To constitute any lien or hypothecation of _____ property present and future in order to safeguard each and every act which _____ said attorney may do in virtue of these present, as well as to give in _____ name and on _____ behalf consent for the cancellation or reduction of hypothecatory inscriptions and to subrogate other persons in same as the case might be

13. For the better doing, performing and executing of the matters aforesaid, _____ hereby grant unto _____ said attorney full power and authority to substitute and appoint in _____ place and stead one or more attorney or attorneys to exercise for _____ as _____ attorney or attorneys any of or all powers hereby conferred, and to revoke any such appointment from time to time, as _____ said attorney shall from time to time deem fit.

6444.

Rev. Garm Bonata,
La Bof. Comillee.
Minter Angels Ulla



6445



DIPARTIMENT TAT-TAXXI INTERNI
DEPARTMENT OF INLAND REVENUE

N^o 17933

5-12-1978

Irċevejt minghand *Not. A. Jell.*
Received from

32 *15* *0* liri Maltin *32* centezmi milleżmi
Malta Pounds cents mils

ghall-Boll kif dikjarat minnu bħala dovut fuq strument esegwit fi-atti dwar
for stamp duty as declared by him to be due on a deed executed in his records regarding

..... *Emply at St Paul's Bay Dist. Rubende*
..... *Safi and Son, Jas (Rev)*

£M	c	m
32	15	0

D. J. Jell
ghall-Kummissanju tat-Taxxi Interni
for Commissioner of Inland Revenue

Anness 11
Kuntratt tat-23 ta' Lulju 1979

4646 ² 4646

n.º 483.

① 90 - thita u gtraxoni (23)
ta' surlju u' d'ira'
nija d'ingtra u' s'ingtra (1979)

lyst

Quddemi sluto, d'otto

Inunant.

Angelo della u' quddem ex.

3 - d - 79

schuda haun salt aff'ornate.

moni magtala u' li g'and-

mi 18/10/1979 ⁹⁴²³

hem it kwak'ajut kolla li.

l'ad it-lygi, gu'foten jidha per-

sondament.

H. abiq breundu sauidst

den j'aspt b'iq, len it-nypt

berald u' b'iq u' nu' sp'ot.

unauled u' j'aspt d'uni, -mon.

naha t-naha;

mon. naha t-otku Angelo

ben anno, j'ell. humma; len

l'ent'os u' l'ennenzali nu' l'elent.

unauled len laut it. b'ak'as u' j'aspt "

l'imi sluto magtala

In ritte la clano pall.

it-hemparente sauidst den j'aspt

bay, güğed shegt u jettu-
 fannu lilt-kompiant t-uker
 limgelo benar no, bi-paulla
 jada u jakkuola, t-ukite
 dumanu temperonja fag.
 zoman bi-paella mult-konagru
 un-pelutata temperonja bi-saut
 fag zoman ta-nya u kaman
 sena (100) bi-uffitt oner ukpla
 u ghuam (22) ta Otluabu uf
 di-pa nya u timenja u
 uk-fun (1970) ta fuzuni deura
 mult-ait-palmb-alka fermentu
 pa-uk mult-kuentija maghuf
 "kai-bellerni" f' kuzilt, kumel.
 ta san saut it-bakar mar-
 kala kala plit-nunna nya
 u uk-gaton (114) fag it-pjanta
 lalt-ait lalt-hyf-kompiant
 ta-metja u uk-gha u ghuam
 puent-ukela-metja-kuanta (224.3^{ml})
 bi-kwontu ghall-ukpla u etetan

4648

puent uutta multa huadui 1341^m)
huoma intue ghat. tines u
li. litanu huoma jallatalli jopno.
huon jn onta melli maestial in
pactu ma' gid ta larnelo boppa
u en paktu ma' gid ta juph
kenta. Uli ma' gid tutt hokenda
ta Hal. lapi u xobth ma' lrag
gohela porgeltala hla uim, hif
soggetta gae uni annuu u
temperanju gog juuen li. jallat
li dlo juen liin (1m90) pagatti hull
una hull. guddum hull ubge
u juen (2) ta Ollatue ta hull
una u revodeth hif ahar in.
dehat // at li uonunjo is originali.

Dan it ligit gog fid u
hull-poy bnar pament hen unet
hif it paktut ta utt mult
liin (1m 600) — li. f. un dlu
gog fid puun puun jalment unen
gand it-kompate. u shallibi

delata iuvata claud it. legi

Don it. legi enollu

que fuit pp. magnum u. auctat
 tati it. palloquet u. t. kencluz -
 zonyit ugenta u. uoi.

1. Ille u. uni om put fug
Stona fali pda piddidani kenta
t-kempabe t'effit uros (27)
ulpa u. fomin ta Deltelu fio -
una kuenta 1979.

2. Laht it palloquet u
 kencluz, pnyut hella sim pusti
 felt-kenaujone kempuonja originali
 fug unuminya t. t-kempabe.
 piddidjanu ti pof ptem u
 pottiga rukta ti psetom pukum

H. son detur jaggumon tonu
 t-puunen paupihu tati at. monster
 kous pntu ti dena t-act a / au -
 tati kempabe, ti puutta, ti
 piddida gene. ali ta giddu paunti
 u. pusti.

L-efegya an honneryani
ma' dana f-att hurna skend
st-ly

Skoll-fonyat latt att duo-
si' hurnyone u denagyone hoi-
una elf dnyta mya u thuti
u subjen (1873) jyi dijawat hi
f-aw honyenta h' dana f-att
get alluistatu mull' un diti-
mull' pita' latt belanda konyalyat
la hoi' hafi h' titbu la onjlate
honyonany fl' att hny p d.
dala jug cimungya uwe a) la
Oltulu elf dnyta mya u Tanyan
u subjen (1873) jyn hurn enditaki
pucungya utt' jyi; falyth ned
dijawa juna skuti. hurn latt
iffionat hi h' tanyonant dhuon
on hoi' jin jonyello skend h' utti
att.

"Wlorn mejud: manikati hurn
hi san latt st' hoi'

② *Religiosa - glosomni*
kelma - mha - muni
interna.

Regnum - regni -
iphibilitat - pueria id -
delita - ingoragioni
mond il - lige v' Natta
Waxton Victory Square
Expat - tuzin (2) - muni
religiosa (4) - khrida
Charles Aquilina, derivan
idur il - mijiit Joseph
jaegstred khema -
Nichola Ulla, itruat
idur il - mijiit salv-
ator jaegstred khema.

Angelo Baranno.

J. Joseph Borg

Christ. Aquilina

no vedere

Angelo Ulla
Natale - khrida - Natta.

Anness 12
Kuntratt tat-8 ta' Ottubru 1980

(D)

8095

833

Dr. Teneja (S) Co Area 833.

Uttun tal-elf deia-

nija u tnevin (1980) Byjt

Quddiemu Nutar Jotta

Tonio Spiteri, qeghdni jidhru per - Inmunt:-

resolment :-

16-10-1980

Fin-naha l-watda.

Angelo Bonanno, fil-humneri, bin 189 ¹²⁵⁰⁴/₁₉₈₀

Antonio u Annunziata nee Chetenti.

imwieled San Pawl il-Bahar u jog-

ghod is-siggiewi (Karta ta' l-Solentita

numru 99903).

Fin-naha l-otra.

Walter Kouli, air traffic controller, bin

Walter u Concetta nee Jemicoli, imwieled

l-Imciola u jogghod Kappara limiti ta

San Gwann (Karta ta' l-Solentita

numru 148408).

Finni Nutar magħtufa.

In virta ta' dana l-att,

il-komparenti Angelo Bonanno qed

ibiegħu u jitrasferixxi għaf-faww tal-

konprossenti Walter Nauoli li
 jistri u jakkurista l-utili dominjju
 temporanju għar-rinnanti: għal
 mill-periode ta' mija u tansin (150)
 sera li b'dew jiddekorru fis-selgħa
 u għaxxin (27) ta' Ottubru ta' l-elf
 diva' mija u tmeninja u selgħin (1978)
 tal-flat, fi stat ta' jebel u raggħa
 jinsab fl-ewwel sular fuq in-nata
 ta' wara, ikarri għal fuq il-
 litten

formanti parti minn blokk ta' sitt
 appartamenti u basement sottostanti,
 bla numru, fi triq għdida bla isem
 li tagħti għal triq il-Maggola, f'
 Bugibba limiti ta' San Paul il-Batkar,
 konfinanti l-Blokk kullu mix-xlokk
 ma' l-insemmija triq għdida, magħ-
 jistral ma' beni ta' Carmelo Briffa
 u Joseph Pirotta u mil-lkici ma'
 beni tal-Prebitero ta' Hal Safi,
 jew averti causa minnham, lill-

fommunjoni ta' l-entrata, it-tarag,
 id-drains u d-drenagg mal-kum-
 plament tal-blokk, kif soġġett
 għar-rata tiegħu ta' għaxar liri
 f'altu (L110) ien annu u
 temporanju, rivedibbli kull tlieta
 u għaxir (25) sena kif indikat fl-
 att ta' koncessjoni originali u għall-
 kondizzjonijiet ta' l-istess ien, minn
 kaja oħra liru u frank, bid-drittijiet
 tiegħu, kif jinsab atjar deskritt fil-
 pjanta annua ma' att tiegħu ta'
 l-lum stess.

Jen il-kiejet qed ien
 bil-partijiet u kondizzjonijiet rez-
 wenti u cioè :-

1. Bil-prezz miftiehem bejn il-
 partijiet ta' elf u mitt liri
 Mellg (L100) ———

——— li l-venditur jiddikjara
 li qed jirrievu mingħand il-kom-
 pratur u jhallilu ricevuta.

2. Il-venditur jizzgarantixxi l-pussess pacifiku tal-propjeta minnu trasferita fuq dana l-att għraf-favur tal-kompratur, accettanti, b'ipoteka generali tal-beni tiegħu kollha preżenti u futuri
3. ^① F'dan il-kontest Rigward appoggi l-kompratur la jhallas u lanqas jithallas.
4. L-ispijje tal-formazzjoni u manutenzjoni tad-triq u l-bankina quddiem il-blokk, kif ukoll ^② ~~għall~~ tal-komunikazzjoni tad-drains u d-drenagg jithallu bejn il-kompratarji kollha pro rata.
5. Il-kompratur għandu d-dritt għall-installazzjoni ta' television aerial u tank ta' l-ilma fuq il-bajt tal-blokk, però ma jhallux xi jaqsum nis l-ispijje tal-manutenzjoni u riparazzjoni ta' l-istess bajt. Il-kompratur ikollu nis id-dritt ta' access għall-

bejt għall-finijiet ta' manutenzjoni
ta' l-aerial u t-tank. ⁽³⁾

6. Il-kompratur qed jagħti l-
permess lill-proppjetarju tat-terran ta'
fuq it-triq illi jgħid wkala tranut,
besta li mhux għal negozju li jisservi
storozju

7. L-ispejjeż in-konnessjoni ma'
dana l-att huma skond il-liġi.

Għall-finijiet ta' l-Att
ta' l-Elf disa' mija u thirta u sebgħin
(1973) dwar it-Taxxa tal-Fewt u
Jonazzjoni jigi dikjarat illi l-pro-
pjeta' trasprita b'dana l-att għet
mibnija mill-venditur fuq porzjoni
mill-art tas-sellum li huwa utara
mill-poter tar-Reverendu Joseph Borg
b'att tan-Notar Jettor Angelo Vella
tat-thirta u għorri (23) ta' Lulju ta'
l-elf disa' mija u disgħa u sebgħin
(1979);

Għall-lekk mid-dikjara,

jena mutar sottoskritt, illi dana
L-att mhux imponibbli.

fejnmal, mogri u
ppubblika wara li għe minni mutar
infuser skond il-ligi f'falta, in-kar-
cer, Mains Street numru wieted (1).

① Hawn kelmiel uletera

② Kelma uletera

③ Nota: - Il-venditur jgħidja
nata illi fi għid ta' turist
il-punata mil-lew jgħidja
u spejg tal-komputer
għall-ijer li tghid fuq il-
batterja:

Angela Benammi.

Walter Nandi

Toni (Dr)
Mtar f'illib' f'ellu

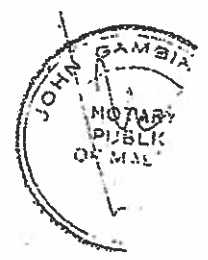
Anness 13
Kuntratt tal-31 ta' Mejju 1996

immovable property at Saint Paul's Bay, which said loaned borrowers hereby delegate the Bank shall accept to pay directly in the future later on in the second part of this deed in settlement of the purchase price of the same immovable property purchased by borrowers hereunder.

In warranty of the proper observance of the conditions of this deed, and in particular of the repayment of the loan and of the payment of interest accruing thereon, as well as charges and disbursements made by the Bank, borrowers hereby grant in favour of the Bank which accepts and jointly and severally between themselves a General Hypothec over all their property in general present and future, and a Special Hypothec, over and above the Special Privilege granted to the Bank by Law upon the same property at Saint Paul's Bay purchased hereunder, and over and above such other security as may be mutually agreed upon from time to time.

The Bank and the borrowers hereby agree that the loan and the security therefor shall be regulated by such conditions, including repayment as have been and/or shall be from time to time notified in writing by the Bank and accepted by the borrowers, but the following shall be overriding conditions, namely:-

- a) the loan carries interest; the interest rate shall not exceed the maximum rate allowed by law, and shall be reckoned on the amount due for balance of loan by the borrowers from time to time, in accordance with recognised Banking practice; the said rate of interest is to be fixed by the Bank in its sole discretion from time to time;
- b) the loan shall be repayable on demand, a simple request in writing being good and sufficient notice for this purpose, in the event of any of the abovementioned present or future conditions for the loan not being adhered to, provided that the Bank shall grant the borrowers fifteen (15) days from the date of filing in Court of a Judicial Letter advising default and requesting regularisation of the deficiency;
- c) it is furthermore agreed that all fees and expenses in connection with this deed are to be borne by the borrowers, who further undertake to refund to the Bank all expenses including legal fees and administrative charges made or incurred from time to time for bringing up-to-date the searches into their liabilities and transfers and searches in the Land Registry, as also for maintaining all the Bank's security in good order, to its satisfaction, and in its sole discretion;



Borrowers hereby authorise the Bank to start before to follow any application necessary with the Land Registry, and to obtain the registration of this property if it is declared to fall in a registration area, or if it appears necessary for purposes to do so by the Bank, at borrowers' expense; it is also hereby agreed that the Bank has the right to obtain the certificate of title and the certificate of hypothec or cautionary hypothec until the loan is fully settled; borrowers authorise the Bank to deposit the said Certificates with the Land Registrar with instructions to hold them to the order of the Bank without whose authority and consent they should not be withdrawn;

In the second place, by virtue also of this deed the Department hereby binds itself to give by way of a grant to the purchasers who accept such sums of money to be determined according to the Rules mentioned later on in this deed as a Subsidy on the interest due by the purchasers to the Bank upon the loan already made by virtue of this deed by the Bank to the purchasers so that the purchasers may purchase the property described hereunder from the vendor; this grant is hereinafter referred to as "The Subsidy".

This subsidy is being granted on condition that the purchasers bind themselves in favour of the Department to observe and to follow the rules and conditions of Scheme LSS/SHD 16 (LSS/SHD Sixteen) as outlined in legal Notice number one hundred and thirty eight of the year nineteen hundred and ninety (138/1990) entitled "Regulations of nineteen hundred and ninety (1990) to encourage persons to become the owners of their homes (Subsidy on the interest on loan for Houses (Private Sector))" but especially under the terms and conditions hereunder mentioned, namely:-

1) The subsidy is being fixed as approved by the Director for Social Accomodation after the application signed and filed by purchasers with the Department bearing number LSS/SHD 16/97/96 (LSS/SHD sixteen/ninety seven/ninety six);

2) Purchasers hereby promise and bind themselves not to sell, grant an emphyteusis, rent or in any other way transfer the said property or its possession before the lapse of ten (10) years from the date of the first withdrawal from the loan already made by virtue of this deed, and if purchasers do so, they shall be bound to refund to the Department the subsidy or a percentage of it as indicated in the abovementioned legal notice the contents of which purchasers declare to be aware of;

Upon transfer of the property by purchasers at any time, the Department shall stop all subsidy to the



interest of the loan and by virtue of this deed.

3) The grant of the subsidy is conditional on the truthfulness of the information granted by purchasers to the department namely:-

i) in their application to the Department for the subsidy;

ii) in the Certificate of the Architect numbered 133/5/90 (five/ninety) as submitted to the Department by the purchasers with their application; and

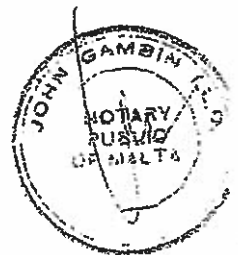
iii) during the period taken for processing of the said application;

And therefore the Department reserves the right to ask for and to get back from purchasers the said subsidy if at any time it is discovered that purchasers gave mistaken or misleading information to the Department in the said application and/or in the Architect's Certificate and/or during the period of processing of same.

In warranty of the observance of the regulations and conditions above indicated and of the repayment of the subsidy and of the payment of penalties, purchasers hereby constitute in favour of the Department which accepts and jointly and severally between themselves a General Hypothec on all their property in general present and future over and above a Special Hypothec upon the immovable property at Saint Paul's Bay hereunder described and this for the value of Lm6100 (six thousand one hundred Maltese Liri).

Moreover it is being declared that this General Hypothec and Special Hypothec are to rank "pari passu" with the General Hypothec and with the Special Hypothec competent to the Bank, so that in case of exercise of hypothecary rights any sum obtained is to be partitioned between the Bank and the Department in an equal proportion to that existing between the subsidy due back to the Department, including expenses, penalties and other amounts due to the Department and the outstanding amount of subsidised loan which shall still be due to the Bank. However in computing the said proportion, besides the subsidy due back to the Department there are only to be calculated the first five hundred maltese liri (Lm500) of the expenses, penalties and other amounts due to the Department.

When the said expenses, penalties and other amounts due to the Department exceed the sum of five hundred maltese liri (Lm500), this excess is guaranteed by a General Hypothec on all the property in general present and future of the purchasers and shall be by



Special Hypothec upon the property hereunder transferred up to the sum of two thousand Maltese Lira (Lm2,000); which General Hypothec and Special Hypothec are to rank after the General Hypothec and Special Hypothec granted in favour of the Bank and of the Department which are to rank first as above described.

In the third part of this deed and by virtue hereof vendors jointly and severally between themselves hereby sell and transfer unto purchasers who hereby jointly accept, purchase and acquire from vendors the temporary utile dominium for the period remaining from one hundred and fifty (150) years which started running from the twenty seventh day of October of the year nineteen hundred and seventy eight (27.10.1978) of the flat internally numbered six (6), situated at first floor level, being the flat on the back side when facing the block from the street, which flat forms part of an unnumbered block of six (6) flats (two flats upon each floor) and an underlying basement, which block is named EXODUS FLATS, in Triq It-Turisti, formerly New Street off Triq Il-Mazzola, Saint Paul's Bay, and which block is bounded South-East by the said road, North-West by property of Carmelo Briffa and of Joseph Pirodda, and South-West by property of the Prebenda of Hal-Saffi, or of their successors-in-title or other more correct boundaries.

The said flat sold is shown shaded in red on the plan annexed hereto and marked as document 'a' and the relative site-plan is also annexed hereto and marked as document 'b'; the common parts are shown shaded in yellow.

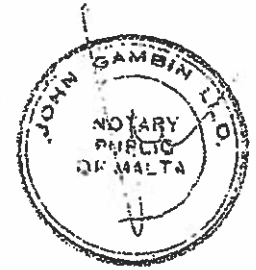
The said flat is being sold and purchased in its present state and condition namely 'tale quale' as it is today, with vacant possession, with all its rights and appurtenances, and as subject to its rate of annual and temporary groundrent of ten Maltese Lira (Lm10) which is subject to revision every twenty five (25) years and subject also to the conditions of the said groundrent contained in the original deed of grant, otherwise free and unencumbered.

Included in the sale is a pro rata share in ownership in the common parts and common services of the block namely the entrance hall, staircase, stairwell, drains and drainage system;

The said property is being sold and purchased partly furnished except for the garden seat.

I, the undersigned Notary hereby declare that the immovable property transferred does not fall in a Compulsory Registration Area.

This sale is being made and accepted under the



Following other terms and conditions:-

1. In consideration of the price of twelve thousand one hundred maltese lira (Lm12,100) out of which purchasers declare to have received the sum of three thousand maltese lira (Lm3,000);

And the Bank, in execution of the aforesaid delegation made to it by the purchasers in the first part of this deed hereby pays to vendors who accept and receive from the Bank upon this deed the sum intended to purchasers in the first part of this deed of three thousand one hundred maltese lira (Lm3,100), and vendors thus tender receipt in full and final acquittance of the price;

2. It is hereby agreed that purchasers shall neither be bound to pay nor entitled to receive any compensation in relation to party walls;

3. Vendors jointly and severally between themselves hereby warrant in favour of purchasers who accept good title and peaceful possession to the immovable property sold as well as that it has no latent defects, in terms of law, and in support of these warranties vendors hereby grant in favour of purchasers who accept a General Hypothec over all their property in general present and future;

4. Notarial Fees and expenses and stamp-duty due upon this deed shall be borne by purchasers;

Provisional Capital Gains Tax due upon this transfer shall be borne by the vendor;

5. Vendors hereby warrant in favour of purchasers who accept that road and drainage contributions and building permits in relation to the property above transferred are fully paid up;

6. Vendors undertake to pay all arrears for any due until today in water and electricity meter and consumption bills and in groundrent;

7. Purchasers have the right to retain upon the roof of the block a television aerial and a water tank;

8. Purchasers have no obligations with regards to the maintenance and repairs to the roof overlying the block;

9. Purchasers only have the right to access to the roof of the block to carry out maintenance works and/or repairs to their tank and/or aerial;

10. Purchasers declare to be aware that consent has been given by vendors to the contents of the deed being



ground floor level intended to use it as a shop, provided that it is not utilised for business which involves the making of noise;

Stamp-duty payable on this deed amounts to four hundred and twenty three Maltese Lira Fifty cents (Lm423.50c).

Provisional Capital Gains Tax collected upon this deed amounts to eight hundred and forty seven Maltese Lira (Lm847).

Purchasers hereby declare that they are purchasing the abovescribed immovable property with the intention and for the purpose of establishing therein their sole/principal place of residence, and which declaration they are making after I the undersigned Notary assured them particularly as to the importance of the truthfulness of this declaration made by them in terms of Law;

For the purposes of the Duty on Documents and Transfers Act of the year nineteen hundred and ninety three (1993), it is hereby being declared that:-

Vendors purchased the flat sold in virtue of this deed from Angelo Bonanno by a deed dated the eight day of October of the year nineteen hundred and eighty (8.10.1980) in the Records of Notary Doctor Tonio Spiteri;

For which reason I the undersigned Notary do hereby declare that this deed is not chargeable in terms of the said Act.

This deed has been done, read and published after due explanation in terms of Law to the appearing parties in Malta, Blata il-Bajda, Spencer Gardens, at GRECH & GRECH unnumbered offices of the Bank.

- Signed: - Salvo Cachia
- Walter Naudi
- Carmen Naudi
- Alfred Debono
- Deborah Mary Debono

Dr. John Gambin, Notary Public, Malta

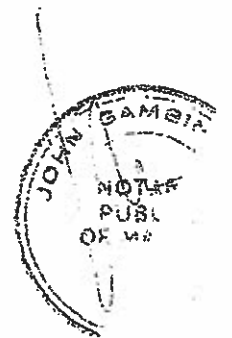
A TRUE COPY "QUOD ATTESTOR"
 TAKEN FROM MY RECORDS
 THIS 4..... DAY OF June 19 2006
 NOT. DR. JOHN GAMBIN LL.D.
 43, Strait Street, Valletta.
 Tel.

ATRUE COPY OF ORIGINAL

04 JUN 2022



Dr. Francienne Muscat LL.B. DR. NEIL D. (MELT)
 Gozo Court 1, Kercem Road, Victoria, Gozo VCT 9056 - Malta
 T: +356 2155 3071, F: +356 2156 1200
 M: +356 7900 5303, E: francienne@grechandgrech.com.mt



Anness 14
Korrispondenza

Lil: Sinjura Deborah Debono
Appartament 6,
'Exodus', 175,
Triq it-Turisti
San Pawl il-Baħar

Rif Tagħna: C00969.00_G01

9 ta' Awwissu 2023

Għażiża Sinjura Debono,

Għandi ngħarrfkek li jiena ġejt maħtura bħala espert mill-Prim' Awla tal-Qorti Ċivili biex nagħmel stima tal-valur ta' dan il-fond:

- Appartament 6, 'Exodus', 175, Triq it-Turisti, San Pawl il-Baħar

Dan skond il- Mandat ta' Qbid ta' Hwejjeġ Immobbli b'riferenza 41/22 maħruġ mill-istess Onorabbli Qorti.

Inti mgħarrfa li spezzjoni tal-fond ser isir nhar it-Tlieta, 22 ta' Awwissu 2023, fis-6.30 p.m. Inti mitluba li tkun preżenti fid-data u l-ħin indikat, u li ttipprovdi aċċess sħiħ għall-fond lis-sottoskritt, inkluż għall-partijiet komuni tal-blokka.

Int mitluba ukoll biex ġentilment ttiprovdi l-informazzjoni segwenti lis-sottoskritt fid-data ta' l-ispezzjoni:

- Kopja tal-kuntratt ta' akkwist tal-fond;
- Kopja ta' permissi tal-bini u pjanti approvati rigwardanti l-fond fejn applikabbli;
- Kejl tal-fond (*survey*).

Inti mgħarrfa li, f'każ li ma ttipprovdi aċċess għall-fond msemmi fid-data u l-ħin indikati, ma jhalli l-ebda alternattiva ħlief li l-Qorti tordna li jsir aċċess skond kif ttiprovdi l-ligi. Jekk għandek bżonn xi kjarifika, tista' tikkuntattja lis-sottoskritt fuq in-numru tat-telefon 99871110 jew 21243981.

Dejjem tiegħek,


Perit Simone Vella Lenicker

cc. Dr David Bonello (kuratur)
Dr Georgine Grima (f'isem ir-rikorrenti)



Fil-Prim Awla' tal-Qorti Ċivili

Fl-Atti tas-Subbasta Nru: 41/22

Grace Farrugia

Vs

Dr. David Bonello et noe

Lill: Perit Simone Vella Lenicker;

Inti mgharraf illi gejt mahtur bhala espert fl-atti tal-Mandat ta' Qbid ta' Hwejjeg Immobbli hawn fuq imsemmi sabiex tagħmel 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 għalihom dan il-fond jew fondi ikun suggett kif ukoll l-aħħar trasferiment tieghu, skond l-informazzjoni li jkun ha mill-kreditur jew mid-debitur.

Inti mitlub sabiex tiġi tiġbor l-inkartament relattiv mid-26 ta' Ġunju, 2023 'l quddiem filwaqt illi mgharraf illi għandek sat-18 ta' Settembru, 2023 sabiex tipprezenta r-rapport dettaljat tiegħek.

Marvic Farrugia
Deputat Registratur

41/22

€	200
€	14
€	214

Fil-Prim Awla tal-Qorti Civili

Subbasta numru 41/2022

Grace Farrugia, nurse, xebba, imwielda fis-16 ta' Novembru 1977 u residenti Bellaview, Flat 5, Triq is-Sghajtar, Mosta Malta u Roberta Cachia, mart Philip Cachia, ghalliema, imwielda fit-2 ta Marzu 1981 u residenti Le Mirage, Triq Cetta Mintoff, Victoria, Ghawdex, ahwa Farrugia ulied il-mejjet Anthony Farrugia u Mary nee' Catania.



Vs.
B'digriet tad 13 ta' Gunju 2023 giew nominati l-Av. Dr. David Bonello u PL Louisa Tufigno bhala

Kuraturi deputati sabiex jirraprezentaw lil assenti Deborah Debono

Rikors ta Grace Farrugia u Roberta Cachia;

Jesponu bil-qima :-

Illi l-esponenti jaghmlu referenza ghas-sentenza moghtija mill-Qorti Civili (Sezzjoni Familja) tad-29 ta Novembru 2012 fl-ismijiet "Debono Alfred vs. Dr. Noel Bartolo noe" rikors guramentat numru 129/2011 – kopja annessa bhala A.

Illi permezz ta' l-istess decizjoni gie ordnat il-bejgh bis-subbasta ta' l-utli dominju temporanju ghal terminu ta' mija u hamsin (150) sena li bdew jiddekorru fis-27 ta' Ottubru 1978, ta' l-appartament numru sitta (6) fi block fl-isem Exodus, numru mija u hamsa u sebghin (175) fi Triq it-Turisti, San Pawl il-Bahar, Malta, liema fond jinsab indikat fuq il-Land Registry plan hawn annessa bhala B.

Illi fil-mument tas-sentenza, dan l-appartament kien jappertjeni kwantu ghal nofs inidviz kull wiehed lil Alfred Debono u Deborah Debono.

Illi dan l-appartament kien gie akkwistat mill-istess Alfred u Deborah Debono permezz ta' att tal-wiehed u tletin (31) ta' Mejju elf disa' mija u sitta u disghin (1996) atti Nutar John Gambin (Dok.C).

Illi sussegwentement Alfred Debono miet fid-29 ta' Settembru 2018. Huwa rregola s-successjoni tieghu b'testment ta' l-10 ta' Lulju 2018 atti Nutar Angele Rapa, permezz ta' liema huma nnomina lir-rikorrenti (Grace Farrugia u Roberta Cachia bhala eredi universli tieghu) (kopja ta' certifikat tal-mewt, ricerki testamentarji, kopja ta' l-ahhar testament, u tad-dikjarazzjoni causa mortis tad-19 ta' Awwissu 2019 atti Nutar Dr. Angele Rapa annessi bhala D, E, F u G).

Illi minkejja diversi tentattivi sabiex possibilment tigi evitata l-procedura tas-subbasta, tali tentattivi ma waslu ghal ebda ezitu.

Illi ghalhekk skond id-decizjoni ta' din l-Onorabbli Qorti fis-sentenza hawn fuq citata, il-bejgh bis-subbasta gie ordnat mill-istess Qorti.

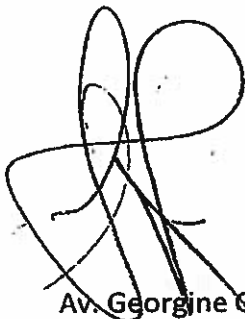
Illi permezz ta' l-istess sentenza gie ordnat il-Perit Alan Saliba sabiex jaghmel stima tal-utili dominju temoranju tal-appartament imsemmi, pero' lill-esponenti ma jirrizultalhomx li tali stima ghadha saret.

Illi r-rikorrenti ghalhekk iridu li din il-propjeta indikata hawn fuq tinbiegh bis-subbasta, sabiex huma jkunu jista' jircievu sehem Alfred Debono, li huma eredi tieghu, mill-prezz ta' l-istess proprjeta'.

Ghaldaqstant, l-esponenti jitolbu bir-rispett illi din l-Onorabbli Qorti joghgobha:-

- i. tordna l-l-prosegwiment tal-bejgh bis-subbasta tal-immobbli fuq deskritt;
- ii. tordna lir-Registratur li jahtar dawk l-esperti skont id-dispozizzjonijiet tal-artikolu 89 tal-Kapitolu 12 tal-Ligijiet ta' Malta li jistgħu jkunu mehtiega u li tiffissa zmien qasir u perentorju meta dawn l-istimi għandhom jigu prezentati u li tagħti dawk l-ordnijiet li huma necessarji għall-adempiment ta' dan l-inkargu;
- iii. tiffissa l-jum, il-ħin u l-lok tal-bejgh;
- iv. tordna lir-Registratur li jinforma lid-Direttur tar-Registru Pubbliku u lir-Registratur tal-Artijiet jew xi awtorità kompetenti li tista' tigi appuntata skont regolamenti li jistgħu jsiru mill-Ministru responsabbli għall-gustizzja, bid-digriet u dan fi-ewwel gurnata utli;
- v. tordna lid-Direttur tar-Registru Pubbliku biex jirregistra minnufih id-digriet fi ktieb li għandu jinżamm għal dak l-għan fir-Registru Pubbliku u li jkun aċċessibbli għall-pubbliku; u

vi. taħtar irkantatur pubbliku bi fias skont regolamenti magħmulin mill-Ministru.

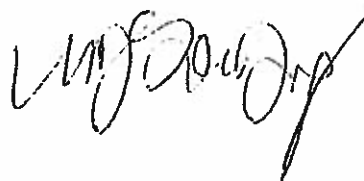


Av. Georgine Grech
Grech & Grech Associates
Triq Kercem, Rabat, Ghawdex.
t. 21561200 e. georgine@grechandgrech.com.mt

Ilum 19 .11. 2022

Ippreżentata minn

Maria Debono Borg
Għar-Registratur b'doktri Canem



Dr Mary DeBono Borg
Director General & Registrar
Gozo Courts & Tribunals



**Qorti Civili
(Sezzjoni tal-Familja)**

Onor. Imhallef Robert G. Mangion LL.D.

Ilum 29 ta' Novembru 2012

Rikors Guramentat Nru. 129/11RGM

Kawza fil-lista: 28

Alfred Debono

vs

**Dr. Noel Bartolo u l-Prokuratur Legali Gerald Bonello li permezz ta' digriet
datat 21 ta' Marzu 2012 gew nominati kuraturi deputati sabiex
jirraprezentaw lill-assenti Deborah Debono**

Il-Qorti,

PREAMBOLU.

Rat ir-rikors guramentat tal-attur li permezz tieghu ippremetta u talab hekk:

Illi l-partijiet inghaqdu fiz-zwieg fit-8 ta' April 1993 u minn din l-ghaqda ma twieldux tfal;

Illi l-hajja konjugali tal-partijiet kontendenti m' ghadhiex iktar possibli u dan minhabba htijiet imputabbli lill-intimata konvenuta senjatament minhabba theddid, eccessi, sevizzi, ingurji gravi, vjolenza, abbandun da parti ta' l-intimata fil-konfront ta' l-esponenti u in subsidium, ghax iz-zwieg tkisser irrimedjabilment, u dan kif se jirrizulta waqt it-trattazzjoni tal-kawza; u

Illi l-intimata hija ta' nazzjonalita' Ingliza u fl-1 ta' Awissu 1996 hija qabdet u abbandunat id-dar matrimonjali u wara li l-esponenti ghamel indagni ma' l-awtoritajiet ikkconcernati sar jaf li l-intimata telqet minn Malta u dan minghajr ma tat ebda preavviz lili-esponenti u sal-lum l-esponenti ghadu ma jafx fejn tinsab l-intimata;

5

Illi l-esponenti ottjenta d-debita awtorizzazzjoni ta' din l-Onorabbli Qorti Civili (Sezzjoni tal-Familja fis-26 ta' Marzu 2011 biex jkun jista' jipprocedi f'din l-istess istanza; u

Illu t-tentattivi kollha biex jintlahaq ftehim bonarju ma swew ghal xejn u ghalhekk kellhom jigu intavolati l-proceduri odjerni;

Ghaldaqstant u in vista tal-premess, l-esponenti umilment jitlob lil din l-Onorabbli Qorti, prevja okkorendo kull dikjarazzjoni, ordni u provvediment opportun joghghobha:

1. Tiddikjara u tippronunja s-separazzjoni personali bejn il-partijiet kontendenti minhabba ragunijiet imputabbli lill-konvenut intimat u tawtorizza lill-attur rikorrenti jghix separatament mill-konvenuta intimata;
2. Tordna u tikkundanna lill-konvenuta intimata tivversa manteniment ghall-attur rikorrenti ghalih u ghal-minuri, skond il-mezzi tal-konvenuta intimata, liema manteniment ghandu jigi likwidat u iffissat minn din l-Onorabbli Qorti;
3. Tapplika kontra l-konvenuta intimata interament jew in parti, id-dispozizzjonijiet ta' l-Artikolu 48 et seq tal-Kap 16 tal-Ligijiet ta' Malta;
4. Tiddikjara xolta l-komunjoni ta' l-akkwisti ezistenti bejn il-partijiet kontendenti u tordna li l-istess oggetti formanti mill-istess komunjoni jigu maqsuma f'zewg porzjonijiet kif jigi stabiliti u ordnat minn din il-Qorti, liema porzjonijiet ghandhom jigu assenjati wahda lill-esponenti u l-ohra lill-konvenut intimat, okkorendi bl-opera ta' periti nominandi;
5. Tinnomina Nutar Pubbliku biex jekk ikun il-kaz biex jircievi l-att ta' divizjoni relattiv u kuraturi biex jirraprezentaw lill-eventwali kontumaci fuq l-istess att;
6. Tordna li l-attur rikorrenti jibqa' jghix ad eskluzzjoni tal-konvenuta intimata fid-dar matrimonjali "Exodus Flats", Flat 6, Triq it-Turisti, Qawra;
7. Tikkundanna lill-konvenuta intimata tikkonsenja lill-esponenti l-beni parafernali tieghu u tordna li l-esponenti ghandu jinghata l-pjena amministrazzjoni tal-beni parafernali tieghu;
8. Tawtorizza lill-attur rikorrenti jirregistra fir-Registru Pubbliku s-sentenza moghtija minn din l-Onorabbli Qorti.

Bl-ispejjez kontra l-konvenuta li qed tigi minn issa ngunta ghas-subizzjoni.

Rat il-lista tax-xhieda tal-attur.

Rat id-digriet taghha tal-21 ta' Marzu 2012 li permezz tieghu innominat kuraturi deputati ghall-konvenuta assenti.

Rat ir-risposta tal-kuraturi deputati li permezz taghha issottomettew illi mhumiex edotti mill-fatti tal-kaz u ghalhekk irrizervaw li jipprezentaw risposta ulterjuri jekk jirnexxielhom jikkomunikaw mal-konvenuta.

Rat li l-kuraturi deputati baqghu ma pprezentawx risposta ulterjuri fil-mertu.

Rat l-atti kollha.

Ikkunsidrat.

PROVI.

Mic-certifikat taz-zwieg ezebit a fol.34 jirrizulta li l-partijiet izzewgu hawn Malta fit-8 ta' April 1993.

L-attur xehed bil-mezz tal-affidavit li jinsab ezebit a fol.32. Jixhed hekk:

"Illi jiena izzewwigt lil Deborah Mary Debono, dak iz-zmien kien kunjomha Holding fit-8 ta' April 1993 u qatt ma kellna tfal miz-zwieg taghna. Il-hajja konjugali taghna kienet wahda li kienet miexja b'mod normalissimu izda wara tlett snin li kien ilna mizzewgin u cioe fl-1 ta' Awissu 1996 hija qabdet u telqet mid-dar matrimonjali li hija l-istess indirizz fejn noqghod jiena. Id-dar fejn nghix jien hija tieghi u ta' marti, fil-fattjien u hi konna mizzewgin diga' meta xtrajtha. Din id-dar xtrajtha xaghrejtni qabel ma telqet ghal dejjem minn Malta, u fil-fatt il-loan li kont inhallas fuq id-dar mal-Mid Med Bank hadtha jiena biss u hallastha dejjem jiena biss.

Fl-1 ta' Awissu 1996 il-mara tieghi qabdet u abbandunat id -dar matrimonjali u dan ghal ebda raguni partikolari. Deborah ilha nieqsa minn Malta ghal dan iz-zmien kollu ghax telqet lura lejn l-Ingilterra minhabba li hi ta' nazzjonalita' Ingliza. Jien ili sittax (16)-il sena ma nafx fejn toqghod marti. Fil-fatt meta telqet minn Malta jien kont ghamilt rapport lill-Pulizija biex naghmel ricerka biex nara fejn qeghda u l-Pulizija kienu sabuha l-ajruport, u dik il-gurnata ta' l-1 ta' Awissu 1996 hija telqet.

Nghid illi l-Pulizija ta' Malta kienu infurmawni li ikkomunikaw mal- Pulizija Ingliza biex jaraw sabuhiex u ma jirrizulta assolutament xejn. Jien ghalhekk ninsab, mizzewweg persuna li ghosfrot ghal dejjem u ma nafx x'sar minnha, nghix f'dar li nofsiha tappartjeni lill-mara meta hallast il-prezz taghha kollu jiena mal-Bank, ghalhekk inkluz anke n- nofs taghha. Fil-fatt id-dar matrimonjali tieghi hemm cens impost fuqha mit-Taqsima Propjeta' tal-Gvern u ghal issa ma nistax nifdih minhabba li d-dar tappartjeni nofsiha lilha. Anness ma' dan l-affidavit hemm ukoll ittra legali miktuba mill-avukat tieghi datata 2 ta' Frar 2006 biex inkun nista' nifdi c-cens tad-dar jiena biss izda s'issa din ir-rikjesta ghadha ma gietx milqugha ghax m'inhix separat legalment minn ma' marti.

Illi s-Sekond' Awla tal-Qorti Civili fit-18 ta' Marzu 1997 kienet laqghet it-talba tieghi li jiena nirrisjedi bi dritt esklussiv li nibqa' nabita fid- dar konjugali taghna 175 gia "Exodus Flats", Flat 6, Triq it-Turisti, Qawra, permezz ta' digriet numru 363/1997 anness ma' dan l- affidavit. Anness hawn ma' dan l-affidavit hawn ukoll

7

verbal datat 18 ta' Marzu 1997 meta jien kont indikajt lill-Qorti li marti kienet abbandunata id-dar rnatrimonjali fl-1 ta' Awissu 1996:

Illi jiena ghadni sallum ma nafx ghaliex marti telqitni u ma halliet l-ebda tracca taghha. Nixtieq inkun naf x'gara, u ili sirtax (16)-il sena ma naraha. Jehtieg illi d-dar li nghix fiha ssir kollha tieghi biex inkun nista' nifdi c-cens u eventwalment inbieghha. Wara kollox jiena hallast il-prezz taghha u, l-mara tieghi qabdet u telqet mid-dar taghna wara biss xaghrejn, jien kont xtrajtha bl-intendiment li nghixu fiha bhala koppja."

L-attur ezebixxa kuntratt ippubblikat min-Nutar Dr John Gambin fil-31 ta' Mejju 1996 li permezz tieghu l-attur u martu xtraw l-utile dominju temporanju ghaz-zmien li kien ghad fadal li beda jiddekorri fis-27 ta' Ottubru 1978 tal-flat numru 6 formanti parti minn block ta' flats bl-isem Exodus Flats, fi Triq it-Taristi, San Pawl il-Bahar.

KONSIDERAZZJONIJIET.

Mill-provi mhux kontestati imressqa mill-attur jirrizulta li z-zwieg tal-partijiet tkisser irrimedjabilment kagun tal-abbandun da parti tal-konvenuta.

Dwar it-talba tal-attur sabiex il-konvenuta tigi kundannata thallsu manteniment, ma ngabu l-ebda provi fir-rigward, la dwar x'inhuma l-mezzi tal-partijiet u lanqas dwar x'inhuma l-htigijiet tal-attur. Ghalhekk din it-talba ser tigi respinta.

Dwar it-tielet talba attrici sabiex il-Qorti tapplika fil-konfront tal-konvenuta id-disposizzjonijiet tal-artikoli 48 et sequitur tal-Kap. 16 jirrizulta li z-zwieg tal-partijiet tkisser tort tal-konvenuta minhabba abbandun li sehh fl-1 ta' Awissu 1996, ezatt xahrejn wara li l-partijiet xtraw il-flat fuq imsemmi.

Artikolu 41 tal-Kap 16. jipprovdi illi:

"Kull wahda mill-partijiet mizzewga tista' wkoll titlob il-firda jekk, ghal sentejn jew izjed, tkun abbandunata mill-ohra, minghajr raguni tajba.

Artikolu 48 tal-Kap 16 jipprovdi illi:

(1) Il-parti, ir-ragel jew il-mara, illi tkun il-htija tal-firda ghal wahda mir-ragunijiet imsemmijin fl-artikoli 38 u 41 tiff-

(a) il-jeddijiet imsemmijin fl-artikoli 631, 633, 825, 826 u 827;

(b) dak kollu li tkun kisbet mill-parti l-ohra b'donazzjoni bi hsieb taz-zwieg, jew waqt iz-zwieg, jew taht titolu iehor gratuwtu;

(c) kull jedd ta' parti miz-zwieg ghan-nofs tal-akkwisti illi jkun saru l-aktar bil-hidma tal-parti l-ohra wara data stabbilita mill-qorti bhala d-data meta l-parti ghandha tkun kunsidrata li minnha tkun hatja tal-firda. Ghall-finijiet ta' dan il-paragrafu biex jigi determinat jekk akkwist ikunx sar l-aktar bil-hidma ta' wahda mill-partijiet fiz-zwieg, ghandhom jitqiesu l-kontributi b'kull mod taz-zewg partijiet skont l-artikolu 3:

(d) il-jedd li iggieghel lill-parti l-oħra, f'kull każ, li tagħtiha l-manteniment bis-saħħa tal-obbligu li jtnissel miż-żwieġ.

(2) Il-ħwejjeg imsemmijin fis-subartikolu (1)(b) jergħu jmorru għand il-parti l-oħra, u l-akkwisti msemmijin fil-paragrafu (c) ta' dak is-subartikolu jibqgħu kollha għal din il-parti, bla ħsara tal-jeddijiet li l-ulied jew terzi persuni oħra jkunu kisbu fuq dawk l-istess ħwejjeg qabel ma s-sehntenza tal-firda tkun giet imniżżla fir-Registru Pubbliku.

Il-Qorti għalhekk hi tal-fehma illi għandha tistabbilixxi d-data meta l-konvenuta għandha tkun kunsidrata li minnha hi hatja tal-firda bhala l-1 ta' Awissu 1998, sentejn wara li abbandunat id-dar matrimonjali mingħajr raguni valida.

Dwar ir-raba' talba għax-xoljiment tal-komunjoni tal-akkwisti din hija konsegwenzjali għal dikjarazzjoni ta' separazzjoni personali. Dwar il-likwidazzjoni tal-assi formanti parti mill-komunjoni tal-akkwisti ta' bejn il-partijiet, l-unika assi li rrizultaw huwa l-flat fuq deskritt li dwaru kien hemm loan li l-attur jiddikjara li hallas kollox hu. Ma sar l-ebda kontro-ezami tal-attur u għalhekk fin-nuqqas ta' kontestazzjoni il-Qorti qed tikkonsidra l-verzjoni tal-attur bhala veritiera u li hallas il-loan mal-bank minn fondi generati bil-hidma tiegħu esklussivament.

Il-flat kien inxtara għal prezz ta' tnaax-il elf liri Maltin (Lm12,000) li minnhom Lm3,000 kienu thallsu fuq il-konvenju, filwaqt li s-somma ta' Lm9,000 thallsu permezz ta' loan magħmula mill-partijiet mingħand il-Lohombus Corporation. L-attur xhed li il-loan tal-Lohombus Corporation hallsu kollu hu.

Għalhekk għaladarba id-data li fiha sehh il-kagun tal-firda da parti tal-konvenuta giet stabbilita bhala l-1 ta' Awissu 1998, id-dhul li l-attur kellu minn tali data 'l quddiem qed jigi dikjarat li kien jappartjeni lill-attur wahdu u mhux lill-komunjoni tal-akkwisti.

Kosegwentement il-Qorti qed tqis li l-loan giet imhallsa minn fondi appartenenti esklussivament lill-attur u mhux lill-komunjoni tal-akkwisti.

Ma ngabitx prova ta' kemm jiswa il-flat illum il-gurnata u lanqas x'kien l-ammont globali imhallas mill-attur fir-rigward tal-hlasijiet rateali lill-bank biex issalda s-self.

Fic-cirkostanzi għalhekk il-Qorti filwaqt li ser tordna l-qasma tal-assi tal-komunjoni billi tordna l-bejgh tal-flat, ser tirtizerva lill-attur id-dritt li jigbor mirikavat tal-bejgh mhux biss nofs l-eventwali rikavat tal-prezz qua seħmu mill-propjeta' izda wkoll ammont ekwivalenti għal nofs il-hlasijiet kollha li huwa għamel lill-bank biex jissalda is-self li kien sar sabiex inxtara l-flat de quo.

DECIDE.

Għal dawn il-motivi il-Qorti taqta u tiddeciedi din il-kawza bil-mod segwenti:

1. Tilqa' l-cwvel talba u tiddikjara s-separazzjoni ta' partijiet minhabba tortijiet imputabbli lill-konvenuta konsistenti l'art...

2. Tichad il-tieni talba.

3. Tilqa' t-tielet talba, tiddikjara d-data meta l-konvenuta ghandha tkun kunsidrata li hi hatja tal-firda bhala l-1 ta' Awissu 1998 u konsegwentement b'applikazzjoni tal-artikolu 48 tal-Kap. 16 tiddikjara li l-konvenuta tilfet fil-konfront tal-attur (a) il-jeddijiet imsemmijin fl-artikoli 631, 633, 825, 826 u 827 tal-Kap. 16; (b) dak kollu li kisbet minghand l-attur b'donazzjoni bi hsieb taz-zwieg, jew waqt iz-zwieg, jew taht titolu iehor gratuwitu; u (c) kull jedd tal-konvenuta ghan-nofs tal-akkwisti illi jkunu saru l-aktar bil-hidma tal-attur wara l-1 ta' Awissu 1998.

4. Tilqa' r-raba' talba, tiddikjara xoita l-komunjoni tal-akkwisti ta' bejn il-partijiet u ghall-finijiet ta' divizzjoni tordna l-bejgh bis-subbasta tal-flat numru 6 formanti parti minn block ta' flats bi-isem Exodus Flats, fi Triq it-Turisti, San Pawl il-Bahar, b'dan illi nofs ir-rikavat tal-bejgh ghandu jigi assenjat lill-attur u nofs lill-konvenuta. Qed jibqa' rizervat lill-attur id-dritt illi jitlob li jigi mhallas nofs l-ammont ta' pagamenti li l-attur effettwa lill-bank in konnessjoni mas-self konness mal-akkwist tal-flat de quo mir-rikavat tal-bejgh formanti parti sehem il-konvenuta.

Ghall-finijiet tal-bejgh bis-subbasta tinnomina lill-Perit Alan Saliba sabieħ jaghmel stima tal-utili dominju temporanju tal-flat de quo bis-soliti fakoltajiet skond il-ligi.

5. Tichad il-hames talba.

6. Tilqa' parzjalment is-sitt talba, b'dan li tawtorizza lill-attur jibqa' jabita fil-flat de quo sa zmien xahar mid-data stabbilita ghall-bejgh bis-subbasta ordnat b'din is-sentenza.

7. Tichad is-seba' talba.

8. Tilqa' t-tmien talba.

Bl-ispejjez kontra l-konvenuta.

[Signature]
Imhaller

[Signature]
Deputat Registratur

VERA KOPIJA
A TRUE COPY
OF ORIGINAL
[Signature]
Deputat Registratur

GRECH & GRECH
Dr. Francienne Muscat (L.A. DIR. N.A. LL.D. (MELT))
Guzzi Court 1, Korċem Road, Victoria, Gozo VCT 9056 - Malta
T: +356 2155 3071, F: +356 2156 1200
M: +356 7900 5303, E: francienne@grechandgrech.com.mt

Gambin L.L.D.
Notary Public &
Commissioner for Oaths
Fair Street, - Valletta
Tel: 238949 office
: 271951 residence

12
Today, the thirty first day of May
of the year nineteen hundred and
ninety six (31.5.1996)

In my presence John Gambin, Notary of Laws and Valletta
Public of Malta, there personally came and appeared:

of the first part:-

Salvo Cachia, Bank Manager, son of Iain Carmelo and of
Carmela nee Callus, born in Zurrieg and residing at
Zabbar, identified by his Identity Card number
439456(M) and who appears on this deed for, on behalf
and in representation of Lohandus Bank Limited, duly
authorised, and hereinafter referred to as "The Bank";

The said appearer Salvo Cachia is also appearing upon
this deed for, on behalf and in representation of The
Director For Social Accomodation, duly authorised, and
hereinafter in his aforesaid capacity referred to as
'The Department'; and,

of the second part:-

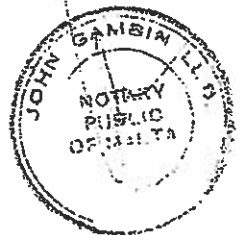
Walter Naudi, Air Traffic Controller, son of Walter
and of Concetta nee Demicelli, born in Tuzida, and his
wife Carmen Naudi, daughter of Anthony Rizzo and of
Giovanna nee Giusti, born in Saint Venere and both
residing at Kappara, limits of San Gwann,
respectively identified by their Identity Cards
numbers 77243(M) and 377241(M), and hereinafter both
referred to as "The Vendors"; and,

of the third part:-

Alfred Debono, scaffolder, son of unknown father and
of Evelyn nee Debono, born in Victoria, Gozo, and his
wife Deborah Mary Debono, daughter of Robert Scott
Smythe and of Marianne nee Peyer, born in London,
England, and both residing at Saint Venere,
respectively identified by their Identity Cards
numbers 65153(G) and 11134(M); and hereinafter both
referred to as "The Purchasers" or "The Borrowers";

Borrowers hereby declare that they were married in
Malta on the eight day of April of the year nineteen
hundred and ninety three (8.4.1993), that they are
established in Malta and that there is in force
between them the system of the community of acquests
according to the Laws of Malta.

By virtue of this deed and in the first part hereof,
the Bank hereby grants on loan to the borrowers who
jointly and severally between themselves accept the
sum of nine thousand one hundred Maltese Lira
(LM9,100), hereinafter referred to as "The Loan", for
the purpose of purchasing the immovable described



immovable property at Saint Paul's Bay, which was loaned borrowers hereby delegate the Bank shall accept to pay directly to the creditors later on in the second part of this deed in settlement of the purchase price of the same immovable property purchased by borrowers hereunder.

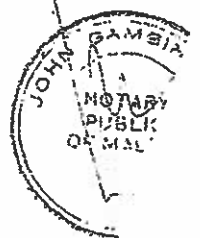
In warranty of the proper observance of the conditions of this deed, and in particular of the repayment of the loan and of the payment of interest accruing thereon, as well as charges and disbursements made by the Bank, borrowers hereby grant in favour of the Bank which accepts and jointly and severally between themselves a General Hypothec over all their property in general present and future, and a Special Hypothec, over and above the Special Privilege granted to the Bank by Law upon the same property at Saint Paul's Bay purchased hereunder, and over and above such other security as may be mutually agreed upon from time to time.

The Bank and the borrowers hereby agree that the loan and the security therefor shall be regulated by such conditions, including repayment as have been and/or shall be from time to time notified in writing by the Bank and accepted by the borrowers, but the following shall be overriding conditions, namely:-

a) the loan carries interest; the interest rate shall not exceed the maximum rate allowed by law, and shall be reckoned on the amount due for balance of loan by the borrowers from time to time, in accordance with recognised Banking practice; the said rate of interest is to be fixed by the Bank in its sole discretion from time to time;

b) the loan shall be repayable on demand, a simple request in writing being good and sufficient notice for this purpose, in the event of any of the abovementioned present or future conditions for the loan not being adhered to, provided that the Bank shall grant the borrowers fifteen (15) days from the date of filing in Court of a Judicial Letter advising default and requesting regularisation of the deficiency;

c) it is furthermore agreed that all fees and expenses in connection with this deed are to be borne by the borrowers, who further undertake to refund to the Bank all expenses including legal fees and administrative charges made or incurred from time to time for bringing up-to-date the searches into their liabilities and transfers and searches in the Land Registry, as also for maintaining all the Bank's security in good order, to the satisfaction and in its sole discretion;



Borrowers hereby authorise the Bank to start and/or to follow any application necessary with the Land Registry, and to obtain the registration of this property if it is declared to fall in a registration area, or if it appears necessary or opportune to do so by the Bank, at borrowers' expense; it is also hereby agreed that the Bank has the right to retain the certificate of title and the certificate of hypothec or cautionary hypothec until the loan is fully settled; borrowers authorise the Bank to deposit the said Certificates with the Land Registrar with instructions to hold them to the order of the Bank without whose authority and consent they should not be withdrawn;

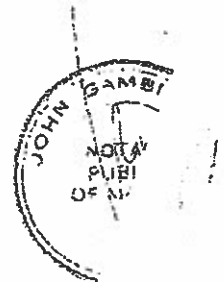
In the second place, by virtue also of this deed the Department hereby binds itself to give by way of a grant to the purchasers who accept such sums of money to be determined according to the Rates mentioned later on in this deed as a Subsidy on the interest due by the purchasers to the Bank upon the loan already made by virtue of this deed by the Bank to the purchasers so that the purchasers may purchase the property described hereunder from the vendor; this grant is hereinafter referred to as "The Subsidy".

This subsidy is being granted on condition that the purchasers bind themselves in favour of the Department to observe and to follow the rules and conditions of Scheme LSS/SHD 16 (LSS/SHD Sixteen) as outlined in legal Notice number one hundred and thirty eight of the year nineteen hundred and ninety (138/1990) entitled "Regulations of nineteen hundred and ninety (1990) to encourage persons to become the owners of their homes (Subsidy on the interest on loan for Houses (Private Sector))" but especially under the terms and conditions hereunder mentioned, namely:-

1) The subsidy is being fixed as approved by the Director for Social Accomodation after the application signed and filed by purchasers with the Department bearing number LSS/SHD 16/97/96 (LSS/SHD sixteen/ninety seven/ninety six);

2) Purchasers hereby promise and bind themselves not to sell, grant an emphyteusis, rent or in any other way transfer the said property or its possession before the lapse of ten (10) years from the date of the first withdrawal from the loan already made by virtue of this deed, and if purchasers do so, they shall be bound to refund to the Department the subsidy or a percentage of it as indicated in the abovesmentioned legal notice the contents of which purchasers declare to be aware of;

Upon transfer of the property by purchasers at any time, the Department shall stop all subsidy or the



interest of the loan which is the subject of this deed.

5) The grant of the subsidy is conditional on the truthfulness of the information granted by purchasers to the department namely:-

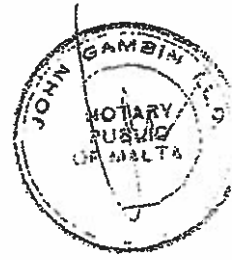
- i) in their application to the Department for the subsidy;
- ii) in the Certificate of the Architect numbered LSS/5/90 (five/ninety) as submitted to the Department by the purchasers with their application; and
- iii) during the period taken for processing of the said application;

And therefore the Department reserves the right to ask for and to get back from purchasers the said subsidy if at any time it is discovered that purchasers gave mistaken or misleading information to the Department in the said application and/or in the Architect's Certificate and/or during the period of processing of same;

In warranty of the observance of the regulations and conditions above indicated and of the repayment of the subsidy and of the payment of penalties, purchasers hereby constitute in favour of the Department which accepts and jointly and severally between themselves a General Hypothec on all their property in general present and future over and above a Special Hypothec upon the immovable property of Saint Paul's Bay hereunder described and this for the value of Lm6100 (six thousand one hundred Maltese Liri).

Moreover it is being declared that this General Hypothec and Special Hypothec are to rank "pari passu" with the General Hypothec and with the Special Hypothec competent to the Bank, so that in case of exercise of hypothecary rights any sum obtained is to be partitioned between the Bank and the Department in an equal proportion to that existing between the subsidy due back to the Department, including expenses, penalties and other amounts due to the Department and the outstanding amount of subsidised loan which shall still be due to the Bank. However in computing the said proportion, besides the subsidy due back to the Department there are only to be calculated the first five hundred maltese liri (Lm500) of the expenses, penalties and other amounts due to the Department;

When the said expenses, penalties and other amounts due to the Department exceed the sum of five hundred maltese liri (Lm500), this excess is guaranteed by a General Hypothec on all the property in general present and future of the purchasers and is secured by



Special Hypothec upon the property hereunder to be fixed up to the sum of two thousand Maltese Lira (Lm2,000) which General Hypothec and Special Hypothec are to rank after the General Hypothec and Special Hypothec granted in favour of the Bank and of the Department which are to rank first as above described.

In the third part of this deed and by virtue hereof vendors jointly and severally between themselves hereby sell and transfer unto purchasers who hereby jointly accept, purchase and acquire from vendors the temporary utile dominium for the period remaining from one hundred and fifty (150) years which started running from the twenty seventh day of October of the year nineteen hundred and seventy eight (27.10.1978) of the flat internally numbered six (6), situated at first floor level, being the flat on the back side when facing the block from the street, which flat forms part of an unnumbered block of six (6) flats (two flats upon each floor) and an underlying basement, which block is named EXODUS FLATS, in Triq It-Turisti, formerly New Street off Triq Il-Mazzola, Saint Paul's Bay, and which block is bounded South-East by the said road, North-West by property of Carmelo Briffa and of Joseph Pirodda, and South-West by property of the Prebenda of Hal-Saffi, or of their successors-in-title or other more correct boundaries.

The said flat sold is shown shaded in red on the plan annexed hereto and marked as document 'a' and the relative site-plan is also annexed hereto and marked as document 'b'; the common parts are shown shaded in yellow.

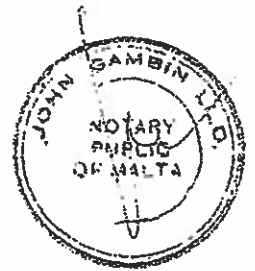
The said flat is being sold and purchased in its present state and condition namely 'tale quale' as it is today, with vacant possession, with all its rights and appurtenances, and as subject to its rate of annual and temporary groundrent of ten Maltese Lira (Lm10) which is subject to revision every twenty five (25) years and subject also to the conditions of the said groundrent contained in the original deed of grant, otherwise free and unencumbered.

Included in the sale is a pro rata share in ownership in the common parts and common services of the block namely the entrance hall, staircase, stairwell, drains and drainage system;

The said property is being sold and purchased partly furnished except for the garden seats.

I, the undersigned Notary hereby declare that the above property transferred lies and falls in a Compulsory Registration Area.

This sale is being sold and accepted under the



following other terms and conditions:-

1. In consideration of the price of twelve thousand one hundred maltese liri (Lm12,100) out of which price vendors declare to have received the sum of three thousand maltese liri (Lm3,000);

And the Bank, in execution of the above-aid delegation made to it by the purchasers in the first part of this deed hereby pays to vendors who accept and receive from the Bank upon this deed the sum intended to purchasers in the first part of this deed of three thousand one hundred maltese liri (Lm3,100), and vendors thus tender receipt in full and final acquittance of the price;

2. It is hereby agreed that purchasers shall neither be bound to pay nor entitled to receive any compensation in relation to party walls;

3. Vendors jointly and severally between themselves hereby warrant in favour of purchasers who accept good title and peaceful possession to the immovable property sold as well as that it has no latent defects, in terms of law, and in support of these warranties vendors hereby grant in favour of purchasers who accept a General Hypothec over all their property in general present and future;

4. Notarial Fees and expenses and stamp-duty due upon this deed shall be borne by purchasers;

Provisional Capital Gains Tax due upon this transfer shall be borne by the vendor;

5. Vendors hereby warrant in favour of purchasers who accept that road and drainage contributions and building permits in relation to the property above transferred are fully paid up;

6. Vendors undertake to pay all arrears if any due until today in water and electricity meter and consumption bills and in groundrent;

7. Purchasers have the right to retain upon the roof of the block a television aerial and a water tank;

8. Purchasers have no obligations with regards to the maintenance and repairs to the roof overlying the block;

9. Purchasers only have the right to demolish the roof of the block to party and maintenance work and/or repairs to their tank and/or aerial;

10. Purchasers declare to be aware that consent has been given by vendors to the removal of the tank lying



ground-floor level (annex) to use it as a shop, provided that it is not utilized for business which involves the making of noise;

Stamp-duty payable on this deed amounts to four hundred and twenty three Maltese Lira fifty cents (Lm423.50c).

Provisional Capital Gains Tax collected upon this deed amounts to eight hundred and forty seven Maltese Lira (Lm847).

Purchasers hereby declare that they are purchasing the abovescribed immovable property with the intention and for the purpose of establishing therein their sole /principal place of residence, and which declaration they are making after I the undersigned Notary warned them particularly as to the importance of the truthfulness of this declaration made by them in terms of Law;

For the purposes of the Duty on Documents and Transfers Act of the year nineteen hundred and ninety three (1993), it is hereby being declared that:-

Vendors purchased the flat sold in virtue of this deed from Angelo Bonanno by a deed dated the eight day of October of the year nineteen hundred and eighty (S.10.1980) in the Records of Notary Doctor Tonio Spiteri;

For which reason I the undersigned Notary do hereby declare that this deed is not chargeable in terms of the said Act.

This deed has been done, read and published after due explanation in terms of Law to the appearing parties in Malta, Blata il-Bajda, Spencer Gardens, at GRECH & GRECH unnumbered offices of the Bank.

- Signed: - Salvo Cachia
 - Walter Naudi
 - Carmen Naudi
 - Alfred Debono
 - Deborah Mary Debono

Dr John Gambin, Notary Public, Malta

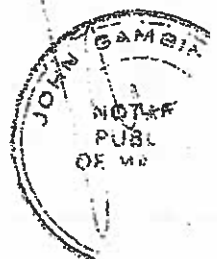
A TRUE COPY "QUOD ATTESTOR"
 TAKEN FROM MY RECORDS
 THIS 4..... DAY OF June 19...2006
 NOT. DR. JOHN GAMBIN LL.D.
 43, Strait Street, Valletta.
 Tel.

A TRUE COPY OF ORIGINAL

04 JUL 2002



Dr. Francienne Muscat LL.B. DR. NALLA (HEUT)
 Guza Court I, Kercem Road, Victoria, Gozo VCT 9056 - Malta
 T: +356 2155 3071, F: +356 2156 1200
 M: +356 7900 5303, E: francienne@grechandgrech.com.mt





MALTA

REGISTRU PUBBLIKU, MALTA - ĊERTIFIKAT TA' TESTMENTI

Not. Angele Rapa
Triq il-Barrieri,
2,
Mosta,
MST 3251

Saret riċerka fl-Indicijiet tan-Noti ta' l-Insinwa miżmuma f'dan ir-Registru, inkluż dawk mibghuta mir-Registru Pubbliku, Għawdex skond id-disposizzjonijiet ta' l-Artikolu 29 ta' l-Att dwar ir-Registru Pubbliku, (Kap. 56), fuq -

ALFRED DEBONO OF UNKNOWN UNKNOWN AND EVELYN NEE DEBONO B. VICTORIA

Għal perijodu li beda mill- 01/01/2018 sa 16/04/2019 it-tnejn inklużi.

U niċċertifika li instabu s-segweni testmenti:

T / 18523 / 2018
T / 514 / 2019

ATRU COPY
OF ORIGINAL

23 APR 2019

GRECH & GRECH

Dr. Francienne Muscat LL.B. DR. N.A. LL.D. (MELT)

Guza Court 1, Kercem Road, Victoria, Gozo VCT 9056 - Malta
T: +356 2155 3071, F: +356 2156 1200
M: +356 7900 5303, E: francienne@grechandgrech.com.mt

Kopja tan-Nota/i relativi hija/huma hawn annessi bhala parti integrali minn dan ic-Ċertifikat.

Nota - Testmenti sigrieti depożitati fis-Sekond'Awla m'humiex inklużi.

Ilum

Date Ordered: 18/04/2019

Order Number: 571636

Date Issued: 23/04/2019

23 APR 2019

18523

L-ghaxra ta' Lulju tas-sena
elfejn u tmintax (10.07.2018)

Testment maghmul minn Alfred Debono, pensjonant, bin
il-mejta Evelyn Debono u missier mhux maghruf, imwieled
Rabat, Ghawdex fil-5 ta' Novembru 1953, residenti San
Pawl il-Bahar, karta tal-identita' numru 65153(M).



DR. ANGELE RAPA
NUTAR PUBBLIKU MALTA

8 AUG 2018

EG 40
S



514

L-ghaxra ta' Lulju tas-sena
elfejn u tmintax (10.07.2018)

Nota korrettorja rigward testment maghmul minn Alfred Debono, pensjonant, bin il-mejta Evelyn Debono u missier mhux maghruf, imwieled Rabat, Ghawdex fil-5 ta' Novembru 1953, residenti San Pawl il-Bahar, karta tal-identita' numru 65153(G).

Illi fin-Nota ta' Insinwa numru tmintax-il elf, hames mija u tlieta u ghoxrin tas-sena elfejn u tmintax (18523/2018) il-karta tal-identita' ta' Alfred Debono kienet giet erronjament indikata bhala 65153(M) mentri l-karta tal-identita' ta' Alfred Debono hija 65153(G) kif korrettament indikat f' din in-nota prezenti.

- 9 JAN 2019



DR. ANGELE RAPA
NUTAR PUBBLIKU MALTA



Ilum 24/12/2018
Dritt imhallas €15
Cash Numru 429.



REPUBBLIKA TA' MALTA
QORTI CIVILI – (SEZZJONI GURISDIZZJONI VOLONTARJA)

Niccertifika illi fuq talba ta' Nutar Angele Rapa.

Saret ricerka fir-registri mizmuma fil-Qorti Civili (Sezzjoni ta' Gurisdizzjoni Volontarja) u kemm gewwa dawk mizmuma fil-Qorti tal-Magistrati (Ghawdex) (Gurisdizzjoni Superjuri) mis-sena 1967 sal –gurnata tal-lum.

U mir-ricerki li saru irrizulta illi l-ebda testament sigriet ma' gie depositat fir-registri tal-Qrati fuq imsemmija f'isem:

Alfred Debono, armel ta' Deborah Mary Debono nee' Scott-Smyth li minnha kien legalment separat, bin Genitur mhux maghruf u Evelyn Debono nee' Debono, imwieled Victoria, (Ghawdex) Malta, u miet Tal-Qroqq, Msida, Malta, fid-29 ta' Settembru 2018, ta' 64 sena.

Ilum 15 ta' Jannar, 2019


Deputat Registratur
Deputat Registratur
Qorti Civili
(Gurisdizzjoni Volontarja)

N.B. Għal kull buon fini testmenti sigrieti li ġew pubblikati għandhom jirriżultaw mir-riċerki li jsiru fir-Registru Pubbliku

ATRUE COPY
OF ORIGINAL

07/01/2022

GRECH  GRECH

Dr. Francienne Muscat U.B.D.P.N.A.L.D. M.E.U.
Guza Court, I, Kercem Road, Victoria, Gozo VCT 9056 - M
T: +356 2155 3071, F: +356 2156 1200
M: +356 7900 5303. E: francienne@grechandgrech.com.mt

21

DR. ANGELE RAPA
NOTARY PUBLIC MALTA
2, TRIQ IL-BARRIERI
MOSTA, MALTA
TEL: 99843950

Illum l-ghaxra ta' Lulju tas-sena elfejn u tmintax (10.07.2018) fid-disgha u nofs ta' filghodu.

Quddiem Nutar Dottor Angele Rapa u quddiem ix-xhieda hawn taht iffirmati, minni Nutar maghrufa u li ghandhom il-kwalitajiet kollha li trid il-ligi, qieghed jidher personalment:

Alfred Debono, pensjonant, bin il-mejta Evelyn Debono u missier mhux maghruf, imwielew Rabat, Ghawdex fil-5 ta' Novembru 1953, residenti San Pawl il-Bahar, karta tal-identita' numru 65153(M), aktar 'l isfel imsejjah 'it-testatur'.

Minni Nutar identifikat permezz ta' l-imsemmi document ufficjali.

U peress illi l-komparenti Alfred Debono jipposjedi l-fakoltajiet kollha mehtiega mil-ligi sabiex jiddisponi minn gidu ghal wara mewtu, ghalhekk huwa gie ghal formazzjoni u pubblikazzjoni ta' dana it-testment tieghu li bis-sahha tieghu jordna u jikkmanda dan li gej:

L-EWWEL ARTIKOLU

It-testatur qieghed jirrevoka, jannulla u jhassar kwalunkwe testment iehor li huwa seta' ghamel qabel dan, u jrid u jordna illi l-wirt tieghu jigi regolat b'dan it-testment biss.

IT-TIENI ARTIKOLU

It-testatur qieghed ihalli b'eredi universali tieghu, propjetarji u padruni assoluti tal-gid kollu tieghu, lil Grace Anne Farrugia (bint Anthony Farrugia li jigi hu tar-rispett tat-testatur) u lil Roberta Cachia (bint Anthony Farrugia li jigi hu tar-rispett tat-testatur) f'sehem indaqs bejniethom, u bid-dritt tas-sostituzzjoni volgari a favur ta' dixxendenti ulterjuri. Roberta Cachia ghandha karta tal-identita' numru 0160381(M) u Grace Anne ghandha karta tal-identita' numru 0548877(M).

Illi t-testatur jiddikjara li huwa separat legalment minn martu u jiddikjara wkoll li huwa qatt ma kellu ulied.

Dana t-testment gie maghmul, moqri u ppubblikat wara d-debita spjegazzjoni maghmulha minni Nutar skond il-ligi f' Malta, fi flat numru tnejn (2), fi Blokk ittra 'A' numru tnejn (2) fi Triq il-Gzari, Mosta, quddiem ix-xhieda Antonio Galea, pensjonant, armel, bin il-mejtin John u Evangelista nee Fenech, imwieded Mosta fit-23 ta' Mejju 1927, residenti Mosta, karta tal-identita' numru 381427(M) u Dolores Portelli, mart Emanuele Portelli, mara tad-dar, bint il-mejtin Felix Camilleri u Carmela nee Kind, imwielda Balzan fit-22 t' Awwissu 1947, residenti Mosta, karta tal-identita' numru 775447(M).

Iffirmati :

Alfred Debono
Antonio Galea
Dolores Portelli
Dr. Angele Rapa Nutar Pubbliku Malta

A TRUE COPY
OF ORIGINAL

30 JUL 2018

GRECH  GRECH

Dr. Francienne Muscat LL.B. DR. N. LL.D. (M.B.U.)
Gozo Court, 1, Kercem Road, Victoria, Gozo VCT 9056 - Malta
T: +356 2155 3071, F: +356 2156 1200
M: +356 7900 5303, E: francienne@grechandgrech.com.mt

*True copy of
original issued
to the testator
today 30/07/2018*

Arapa

DR. ANGELE RAPA LL.D.
NOTARY PUBLIC MALTA
2, TRIQ IL-BARRIERI,
MOSTA, MALTA
TEL: 99843950



Qorti Ċivili – Prim' Awla

Fl-atti tal-bejgħ bl-irkant numru 41/2022

Fl-ismijiet:

Grace Farrugia

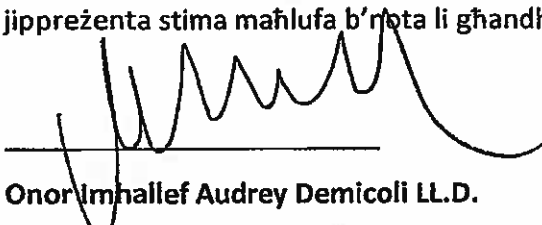
vs

Kuraturi Deputati

Il-Qorti rat ir-rikors ipprezentat fid-19 ta' Gunju ,2022 u d-dokumenti hemm eżebiti;

Tilqa' t-talba għall-ħruġ ta' mandat ta' qbid ta' hwejjeġ immobbli fuq il-proprjeta' 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-proprjeta' immobbli, liema stima għandha tinkludi r-ritratti tal-fond jew sit inkwistjoni, pjanta tar-Registru tal-Artijiet, l-iskema tal-MEPA u r-raġunijiet tal-valutazzjoni;
2. Tordna lill-espert hekk maħtur 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, ħin u lok imsemmija hawn taħt:
 - a. It-Tlieta, 17 ta' Jannar,2023 fil-ħdax u nofs ta' filgħodu (11.30 am)
 - 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 jirreġistra 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 ġurnata min-notifika sabiex jitlob li ma ssirx stima ġdida u, minflok, jipprezenta stima maħlufa b'nota li għandha tiġi notifikata lir-rikorrent kif trid il-liġi.


 Onor Imhalef Audrey Demicoli LL.D.

17 TA' ANW/ISSU 2022
 Illum

From 15/2/16

308. (1) L-espert hu dejjem mahtur mill-qorti *ex officio* skont l-elenku stabbilit fl-artikolu 89 u fuq bażi ta' rotazzjoni sakemm il-partijiet ma jkunux diġà ipprezentaw nota li fiha jipproponu l-isem ta' espert li jkunu jaqblu fuqu, jew giet aċċettata l-istima preżentata skont id-disposizzjonijiet tal-artikolu 307.

(2) Espert għandu jfassal valutazzjoni tal-hwejjeġ flimkien mad-deskrizzjoni dettaljata tagħhom, inkluzi aggravji u pizijiet, u jissottometti l-istess b'għurament lir-Registratur.

(3) Id-debitur għandu b'għurament jagħti dik l-informazzjoni li għandha x'taqsam mal-hwejjeġ kif jista' jkun meħtieġ mir-Registratur jew l-esperti, u d-disposizzjonijiet li għandhom x'jaqsmu max-xiehda għandhom jghoddu għad-debitur.

(4) L-istima ma tistax tiġi attakkata imma l-qorti tista', permezz ta' rikors, tordna l-korrezzjoni ta' kull żball li jkun ittiegħ fid-deskrizzjoni jew valutazzjoni.

(5) L-espert nominat taht dan it-Titolu jithallas skont tariffa li tiġi stabbilita skont regolamenti li jsiru mill-Ministru responsabbli għall-ġustizzja.

309. F'kull stima ta' hwejjeġ tad-deheb jew tal-fidda, l-espert għandu jnizzel il-valur tal-materjal tal-haġa u l-prezz tal-fattura, kull wieheġ għalih kif ukoll it-total.

310. (1) Fl-istima ta' immobbli, l-esperti għandhom jinkludu deskrizzjoni tal-fond u jfissru l-pizijiet, kirjiet u jeddijiet oħra sew reali kemm personali, jekk ikun hemm, li għalihom dan il-fond ikun sugġett, kif ukoll l-aħħar trasferiment tiegħu, skont l-informazzjoni li jkunu hadu mill-kreditur jew mid-debitur u din id-deskrizzjoni għandu jkun fiha dan li ġej:

- (a) indikazzjoni tas-sit u l-gholi tal-fond li hu soġġett għall-bejgħ bl-irkant fil-qorti;
- (b) pjanta jew skizz li juru l-ghadd ta' kmamar li jiffurmaw il-fond u d-daqs tagħhom;
- (c) rapport dwar jekk il-fond giex mibni skont permessi tal-bini u regoli sanitarji;
- (d) kopja tal-att tal-akkwist; u
- (e) dikjarazzjoni dwar jekk il-fond hu abitat jew okkupat minn terzi, u taht liema titolu hu hekk okkupat:

Izda jekk l-inkwilin, meta mitlub mill-espert biex jagħti l-informazzjoni msemmija fil-paragrafu (e), jonqos milli jagħmel dan, l-espert għandu jinkludi fir-rapport tiegħu dikjarazzjoni dwar dan in-nuqqas:

Izda wkoll jekk il-Qorti tkun sodisfatta li l-inkwilin naqas

Matra tal-espert mill-qorti kemm-il darba l-partijiet ma jaqblux.

Emendat:
XXIV. 1995.147.
Mhassar:
XIV. 2006.16.
Miżjud:
XIV. 2006.15.
Enumerat mill-ġdid:
VII. 2007.30.

L-istima ta' oġġetti tad-deheb jew tal-fidda għandha turi kemm jiswa l-materjal tal-haġa, eċċ.

Mhassar:
XIV. 2006.16.
Miżjud:
XIV. 2006.15.
Enumerat mill-ġdid:
VII. 2007.30.

L-istima tal-immobbli għandu jkun fiha deskrizzjoni tal-fond, eċċ.

Emendat:
XXXI. 1934.41;
XXIV. 1995.148.
Mhassar:
XIV. 2006.16.
Miżjud:
XIV. 2006.15.
Enumerat mill-ġdid:
VII. 2007.30.
Emendat:
IV. 2016.13.

Id-debitur jista' jkun imġiegħel jagħti l-informazzjonijiet meħtieġa għall-istima.

Id-debitur jiġi msejjah b'ittra tar-registratur.

Disposizzjonijiet dwar ix-xhieda jghoddu għad-debitur.

Ir-rapport tal-istima għandu jiġi mahluf mill-espert.

Enmendat:

X. 1856.5;

VI. 1880.23;

VIII. 1990.3;

XXIV. 1995.149.

Mhassar:

XIV. 2006.16.

Miġjud:

XII. 2006.15.

Enumerat mill-

għalid:

VI. 2007.30.

Taxxa u hlas tad-dritt tal-espert.

milli jagħti l-informazzjoni msemmija fl-ewwel proviso mingħajr raguni valida, il-Qorti tista' ssib l-inkwilin hati ta' disprezz tal-qorti u meta jinsab hati jehel piena li tikkonsisti f'multa ta' mhux inqas minn mitejn euro (€200) u mhux iżjed minn elf euro (€1,000).

(2) Id-debitur jista' jiġi mġiegħel, fuq talba bil-miktub jew bil-fomm tal-espert jew tal-kreditur, biex iwettaq bil-gurament, mogħti lilu mill-qorti jew mir-registratur, l-informazzjoni mogħtija lill-espert jew li dan ikun talab.

(3) Id-debitur jiġi msejjah b'ittra mingħand ir-registratur, biex jagħti l-informazzjoni hawn fuq imsemmija.

(4) Id-disposizzjonijiet dwar ix-xhieda jghoddu għad-debitur imsejjah kif jingħad hawn fuq.

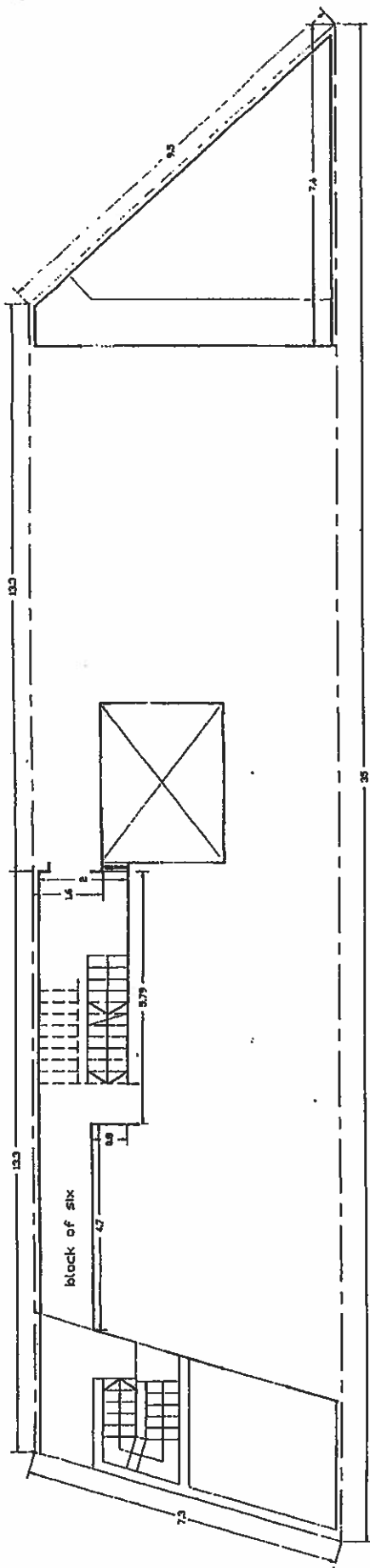
311. (1) Ir-rapport li jkun fih il-valutazzjoni jew l-istima għandu jiġi pprezentat mill-espert fiż-żmien li jkun ġie mogħti mill-qorti fid-digriet, skont iċ-ċirkostanzi, u għandu jiġi mahluf mill-espert quddiem ir-Registratur.

(2) Meta l-bejgħ fl-irkant ta' fond, jew ta' jeddijiet imghaqdin ma' fond, illi jkun qiegħed fil-Gżira ta' Ghawdex jew ta' Kemmuna, jiġi ordnat minn wahda mill-qrati superjuri, din il-qorti tista' tordna li l-espert jahlef ir-rapport tiegħu fil-Qorti tal-Magistrati (Ghawdex), quddiem wieħed mill-uffiċjali msemmija fl-artikolu 57(2)(a) sa (c), u li jagħti dan ir-rapport, hekk mahluf, f'idejn l-uffiċjal fuq imsemmi, sabiex dan jibgħatu lill-qorti superjuri li tkun harġet l-ordni msemmija.

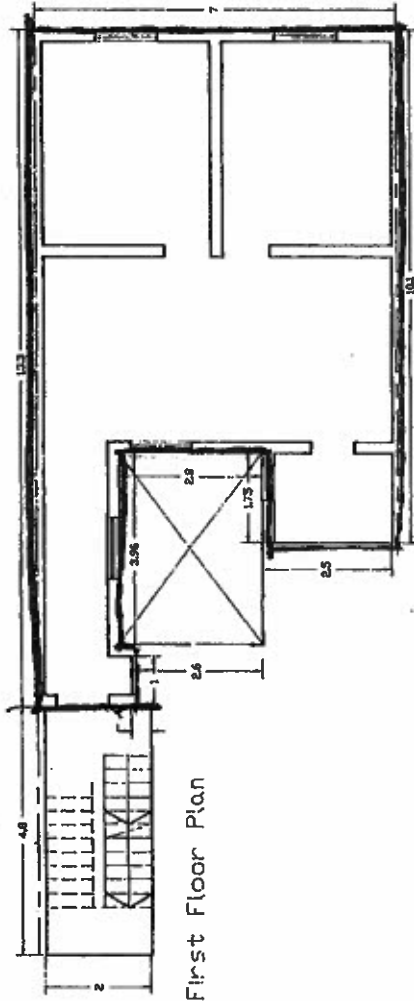
(3) Meta l-irkant ta' fond, jew ta' jeddijiet imghaqdin ma' fond, illi jkun qiegħed fil-Gżira ta' Malta, jiġi ordnat mill-Qorti tal-Magistrati (Ghawdex), dik il-qorti tista' tordna li l-espert jahlef ir-rapport tiegħu quddiem ir-Registratur, u li jagħti dak ir-rapport, hekk mahluf, f'idejn ir-Registratur fuq imsemmi, sabiex dan jintbagħat minnu lill-Qorti tal-Magistrati (Ghawdex).

(4) Id-dritt tal-espert jiġi intaxxat mir-Registratur, bla hsara tal-jedd ta' appell lill-qorti. Dan l-appell isir b'rikors minn kull min huwa interessat fi żmien xahar min-notifika tat-taxxa. Dan id-dritt għandu jithallas dejjem mill-kreditur, bla hsara tal-jedd tiegħu kontra d-debitur għall-hlas lura ta' dan id-dritt flimkien mal-ispejjeż l-oħra tal-bejgħ:

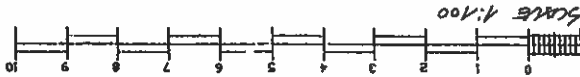
Iżda fejn isir l-appell, il-kreditur għandu jiddepożita d-dritt intaxxat mir-Registratur u l-proċeduri tal-bejgħ għandhom jitkoplew u jiġu finalizzati.



Ground Floor Plan



First Floor Plan



TRUE COPY OF ORIGINAL

04 JUL 2022



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 P: +356 7900 5300, E: francienne@grech.com.mt

P R O J E C T	
Exodus Flats, Flt.6 Triq It-Turisti, Bugibba.	
S C A L E	250396
A R C H I T E C T	
V. DEBATTISTA BE & A.A. & C.E., 7, Gemal Court, Triq L-Istazzjon, Birkirkara Telephone 486932	
T E T P L A N	

Anness 16
Irċevuti ta' xiri ta' pjanti mill-Awtorita' ta' l-Ippjanar



PLANNING AUTHORITY

St Francis Ravelin, Floriana, FRN 1230, Malta
www.pa.org.mt

Tel: (+356) 2290 0000
VAT No: MT 1281-6708

customercare@pa.org.mt
Exemption No: EXO 1188

Cash Sale

Name: Perit Simone Vella Lenicker
Address:

Cash Sale Number: 454925-1813-9
Date: 21 August 2023

VAT No.:

Item Description	Qty	Unit Price (excl VAT)	Net Amount (excl VAT)	VAT Amount	VAT Rate %
Pre-1993 Search, Copy of plans & permit (digital)	1	€27.95	€27.95	€0.00	0

Payment Details:

Internet Payment - 2023-08-18-0011

Cash Sale Status:

Settled

Total NET: €27.95
Total VAT: €0.00
Total: €27.95

Drawn up by
Jean Claude Farrugia

Receipt is not valid if payment is dishonoured.

Anness 17

Irċevuti ta' xiri ta' kuntratti mill-Arkivji Notarili

Simone Vella Lenicker

From: Notarial Online Deeds at Notary to Government <notarialonlinedeeds@gov.mt>
Sent: 31 August 2023 12:23
To: Simone Vella Lenicker
Subject: Notarial Acts Portal Purchase G94369 for simonevl@apvalletta.eu



Receipt

Receipt Reference: G94369

Purchase Date: 31/08/2023

Notary	Deed Date	Document Type	Purchased As	Document Link	Deed Price (€)
Tonio Spiteri	08/10/1980	Tax	Informal	View for Download	0.70
Tonio Spiteri	08/10/1980	Contract	Informal	View for Download	4.20

Paid: € 4.90

Għażiż Sinjur/Sinjura,

Biex tniżżel id-dokumenti mixtrija inti ġentilment mitlub tikklikkja fuq il-link 'View for Download' fl-irċevuta hawn fuq. Jekk jogħġbok innota li jekk xtrajt d-dokumenti mingħajr ma illoggajt fis-sistema, il-link tingħalaq wara 24 siegħa u wara li ma tistax tniżżel il-kuntratt.

Jekk għandek xi diffikultajiet, tista' tikkuntattja lil:

Nutar tal-Gvern Malta
22479800
Notarial.archives@gov.mt

Nutar tal-Gvern Għawdex
22156390
nty.mgoz@gov.mt

Tislijiet,
Uffiċċju tan-Nutar tal-Gvern

P.S. Jekk qed tuża kompjuter tal-għamla Apple, fosthom iPhones, iPads u iMacs, fuq xi verżjonijiet ta' Safari jiġi muri l-ewwel paġna biss filwaqt li l-oħrajn jintwerew vojta. Jekk jiġri hekk, ġentilment nizzel id-dokument u iftaħ id-dokument b'applikazzjoni oħra jew bl-Acrobat Reader.

Simone Vella Lenicker

From: Notarial Online Deeds at Notary to Government <notarialonlinedeeds@gov.mt>
Sent: 05 September 2023 11:08
To: Simone Vella Lenicker
Subject: Notarial Acts Portal Purchase G94771 for simonevl@apvalletta.eu



Receipt

Receipt Reference: G94771

Purchase Date: 05/09/2023

Notary	Deed Date	Document Type	Purchased As	Document Link	Deed Price (€)
Angelo Vella	23/07/1979	Tax	Informal	View for Download	0.70
Angelo Vella	23/07/1979	Contract	Informal	View for Download	4.20

Paid: € 4.90

Għażiż Sinjur/Sinjura,

Bixx tniżżel id-dokumenti mixtrija inti ġentilment mitlub tikklikkja fuq il-link 'View for Download' fl-irċevuta hawn fuq. Jekk jogħġbok innota li jekk xtrajt d-dokumenti mingħajr ma illoggajt fis-sistema, il-link tingħalaq wara 24 siegħa u wara li ma tistax tniżżel il-kuntratt.

Jekk għandek xi diffikultajiet, tista' tikkuntattja lil:

Nutar tal-Gvern Malta
22479800
Notarial.archives@gov.mt

Nutar tal-Gvern Għawdex
22156390
nty.mgoz@gov.mt

Tislijiet,
Uffiċċju tan-Nutar tal-Gvern

P.S. Jekk qed tuża kompjuter tal-għamla Apple, fosthom iPhones, iPads u iMacs, fuq xi verżjonijiet ta' Safari jiġi muri l-ewwel paġna biss filwaqt li l-oħrajn jintwerew vojta. Jekk jiġri hekk, ġentilment niżżel id-dokument u iftaħ id-dokument b'applikazzjoni oħra jew bl-Acrobat Reader.

Simone Vella Lenicker

From: Notarial Online Deeds at Notary to Government <notarialonlinedeeds@gov.mt>
Sent: 11 September 2023 10:09
To: Simone Vella Lenicker
Subject: Notarial Acts Portal Purchase G95301 for simonevl@apvalletta.eu



Receipt

Receipt Reference: G95301

Purchase Date: 11/09/2023

Notary	Deed Date	Document Type	Purchased As	Document Link	Deed Price (€)
Angelo Vella	27/10/1978	Attachment	Informal	View for Download	4.90
Angelo Vella	27/10/1978	Contract	Informal	View for Download	7.70

Paid: € 12.60

Għażiż Sinjur/Sinjura,

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Jekk għandek xi diffikultajiet, tista' tikkuntattja lil:

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Tislijiet,
Uffiċċju tan-Nutar tal-Gvern

P.S. Jekk qed tuża kompjuter tal-għamla Apple, fosthom iPhones, iPads u iMacs, fuq xi verżjonijiet ta' Safari jiġi muri l-ewwel paġna biss filwaqt li l-oħrajn jintwerew vojta. Jekk jiġri hekk, ġentilment nizzel id-dokument u iftaħ id-dokument b'applikazzjoni oħra jew bl-Acrobat Reader.