

Fil-Prim' Awla tal-Qorti Civili

Qorti tal-Appell :

S.T.O. Prim Imhallef Mark Chetcuti

Onor. Imhallef Giannino Caruana Demajo

Onor. Imhallef Anthony Ellul



FI-Atti tas-Subbasta Immobbli

Nru. 21/24 fl-ismijiet:

INTEGRATED ELECTRONICS LTD

vs

ARMA HOLDINGS LTD

Relazzjoni tal-Perit Tekniku

Alistair Avallone B.E. & A.(Hons.), A.&C.E.

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Jesponi bir-rispett illi:

PRELIMINARI

Jien hawn taht iffirmit, gejt mgharraf illi gejt mahtur bhala espert fl-Atti tal-Mandat ta' Qbid ta' Hwejjeg Immobbli sabiex naghma deskrizzjoni u stima tal-fond indikat fir-rikors promotur u sabiex infisser il-pizijiet, kirjiet u jeddijiet ohra, sew reali kemm personali, jekk ikun hemm, li ghalihom dawn il-fondi ikunu suggetti, kif ukoll l-ahhar trasferimenti taghhom, skond l-informazzjoni li nkun hadt mill-kreditur jew mid-debitur.

Dan ghandu jiffirma parti minn rapport bl-istima tal-propjeta' immobbli, liema stima ghandha tinkludi:

- a. indikazzjoni tas-sit u l-gholi tal-fond li hu soggett ghall-bejgh bl-irkant fil-Qorti;
- b. pjanta jew skizz li juru l-ghadd ta' kmamar li jiffurmaw il-fond u d-daqs taghhom;
- c. Pjanta tar-Registru tal-Artijiet u Schedule 8 (meta tkun residenza);
- d. Rapport dwar jekk il-fond giex mibni skond permessi tal-bini u regoli sanitarji;
- e. Kopja tal-att tal-akkwist; u
- f. Dikjarazzjoni dwar jekk il-fond hu abitat jew okkupa minn terzi, u taht liema titolu hu hekk okkupa;

U dan skont l-artikolu 310 tal-Kapitolu 12 tal-Ligijiet ta' Malta.

DESKRIZZJONI, RICERKI U VALUTAZZJONI TAL-FOND

Fond:

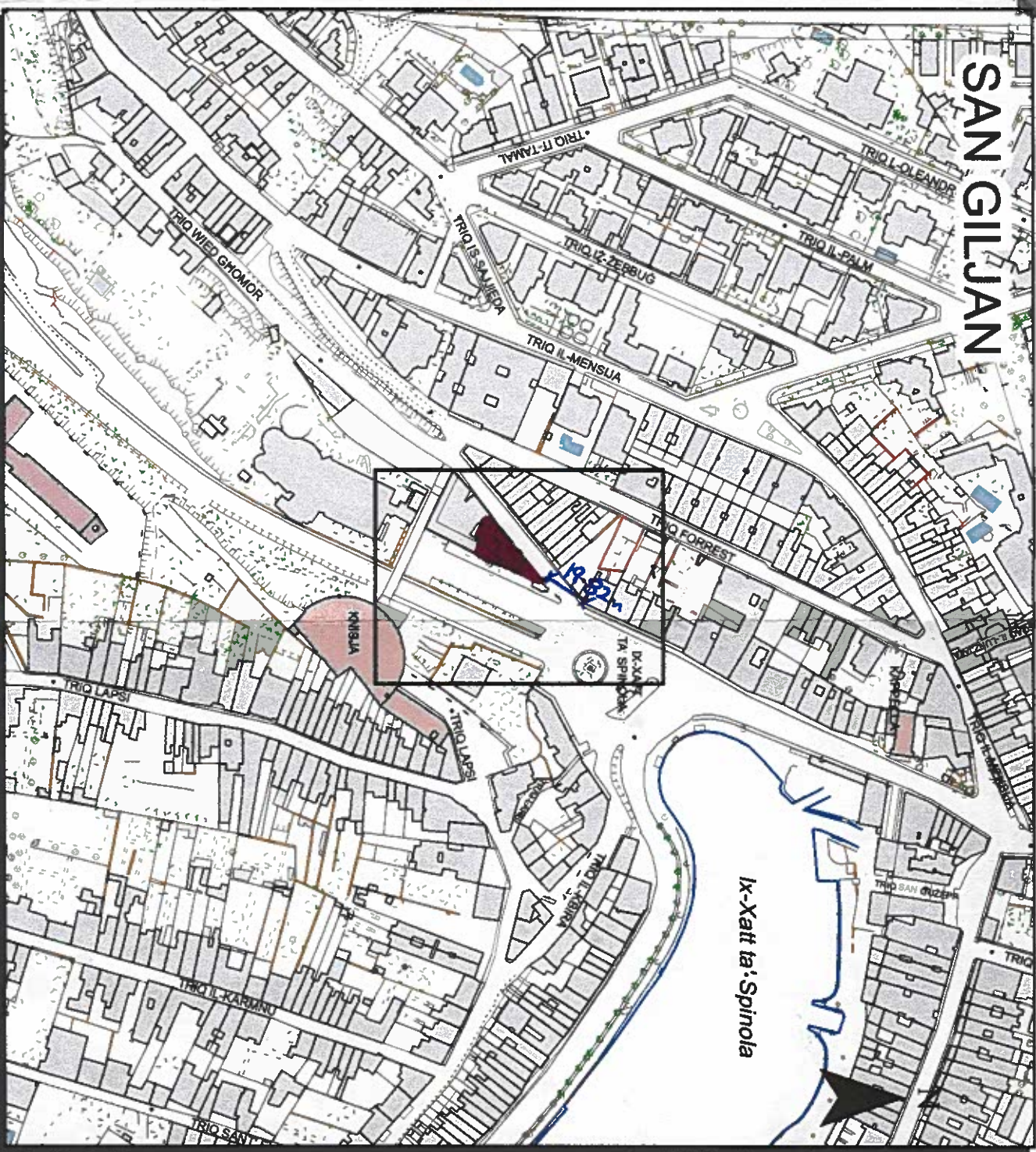
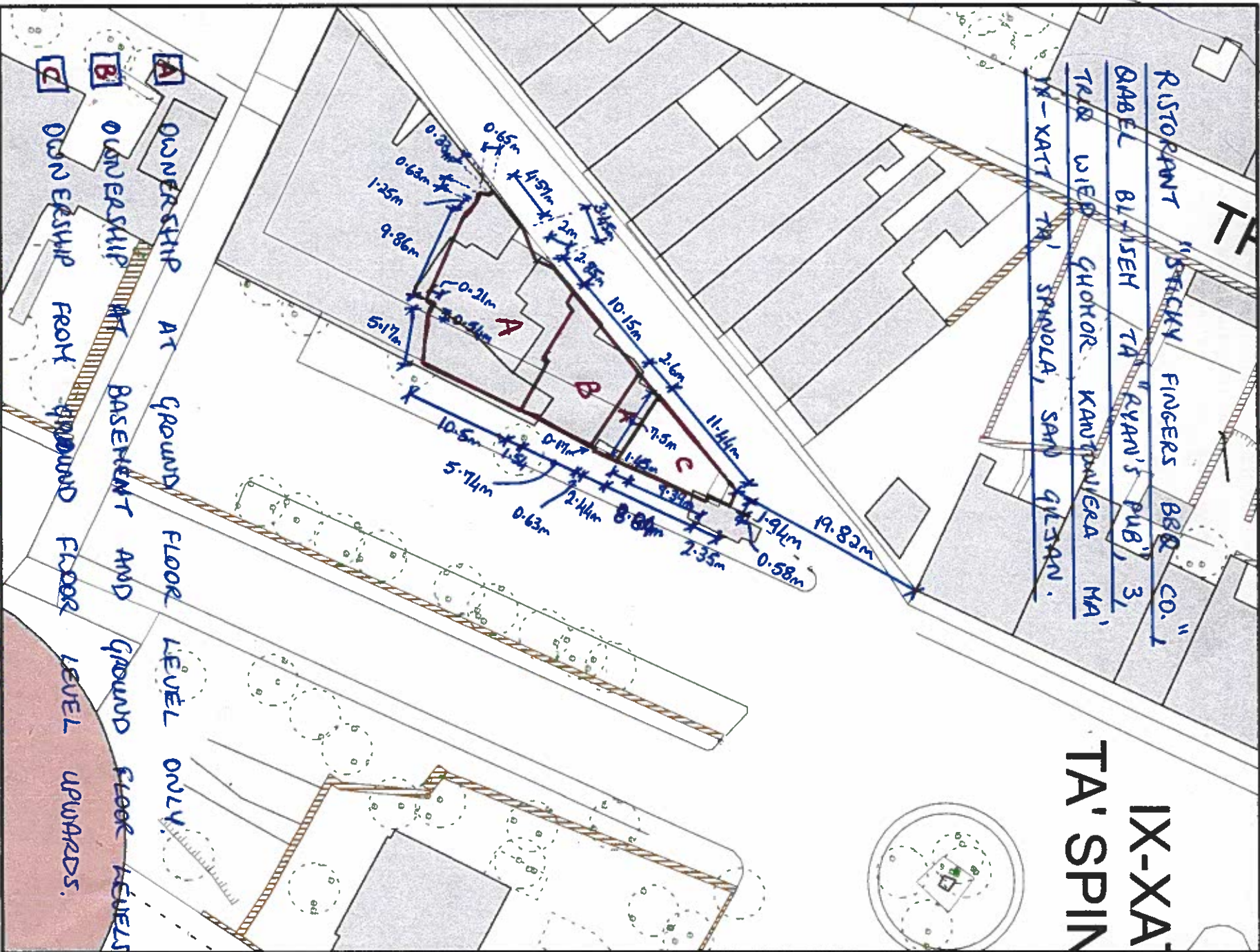
Il-fond jikkonsisti minn ristorante bl-isem ta' "Sticky Fingers BBQ Co.", qabel bl-isem ta' "Ryan's Pub", li jinsab f'kantuniera bejn zewġ toroq, fil-pjan terran (*'ground floor'*) aċċessibbli minn xi turgien minn Triq Wied Ghomor, u minn xi turgien mix-Xatt ta' Spinola – Pjazza Qalb ta' Gesu, f'San Giljan. Ghandu terrazzin imdaqqas fuq quddiem li huwa maghluq bi struttura tal-*'aluminium'* bil-hgieg, kif ukoll maħzen tal-ikel u x-xorb fil-kantina sottostanti parti mir-ristorant, li tinsab sular 'l isfel minn Triq Wied Ghomor izda livell u aċċessibbli mill-*'parking area'* fix-Xatt ta' Spinola – Pjazza Qalb ta' Gesu. Magenb il-kantina, propju sottostanti t-terrazzin, wiehed isib latrina pubblika aċċessibbli mill-imsemmija *'parking area.'*

Din il-binja tinsab f'zona residenzjali pjuttost okkupata, f'it passi boghod mill-bajja ta' Spinola u mit-toroq principali kummerċjali tul ix-xatt mal-baħar - Triq San Gorg u Triq Gorg Borg Olivier, fejn hemm diversi hwienet, ristoranti, lukandi, l-ghassa tal-pulizija, kif ukoll il-knisja parrokkjali ta' San Giljan.

Il-fond ghandu forma pjuttost irregolari, b'tul totali medju inkluz it-terrazzin, ta' cirka 35.2 metri u wisgha ta' cirka 10.77 metri fil-pjan terran. Dan jirrizulta f'arja interna minghajr it-terrazzin, ta' cirka 265.2 metri kwadri, filwaqt li t-terrazzin maghluq bl-*'aluminium'* u hgieg ghandu kejl medju ta' cirka 11.3 metri tul u cirka 6.1 metri wisgha, ghal arja totali ta' cirka 75.7 metri kwadri. Il-fond ghandu wkoll il-kantina b'kejl ta' cirka 8.6 metri b' cirka 9.6 metri ghal arja totali ta' cirka 83.47 metri kwadri.

Dawn il-qisien huma approssimattivi ghal skop ta' valutazzjoni biss u mhux kull parti tal-kantina kienet kompletament aċċessibbli.

0 10 20 30 40 50m
Scale 1:500



Pjanta tas-Sit 1:2500 Site Plan

Agenzija għar-Registrazzjoni tal-Artijiet
116, Casa Bolino, Triq il-Punent, Il-Belt Valletta



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

Nru tal-Mappa: 368870 E
Map Number:

Pozizzjoni Ċentrali: x = 53986
Centre Coordinates: y = 75221

Parti min S.S.: 5275
Extracted from S.S.:

Data: 21/10/2024
Date:

Perit:
Architect:

Timbru tal-Perit:
Architect's Stamp:



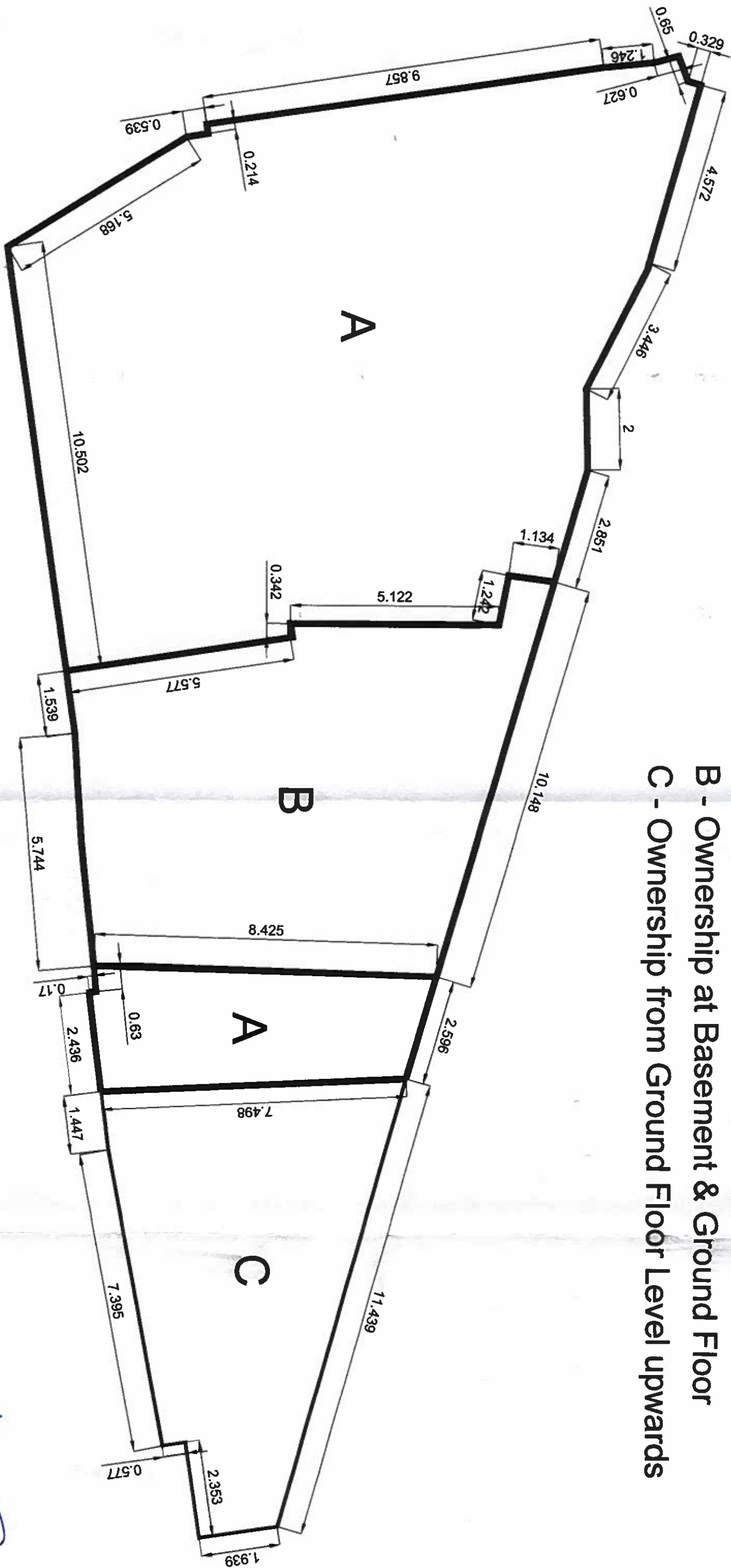
Qies (metri kwadri):
Area (square metres):
Firma ta' l-Applikant:
Applicant's Signature:

A: 203.93sq.m.
B: 83.47sq.m.
C: 53.48sq.m.

LR 374784

Dritt imballas
Fee Paid

A - Ownership at Ground Floor Level only
B - Ownership at Basement & Ground Floor
C - Ownership from Ground Floor Level upwards



[Handwritten signature]

Notes :
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All dimensions are in metres (m) unless otherwise stated.

Scale : 1:100 on A3



Client : Subbasta 21/24
Job Title : Plans of Restaurant at St Julians

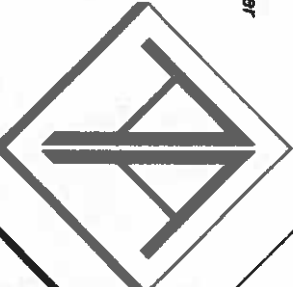
Drawing Title : Areas at different levels for Land Registry Site Plan

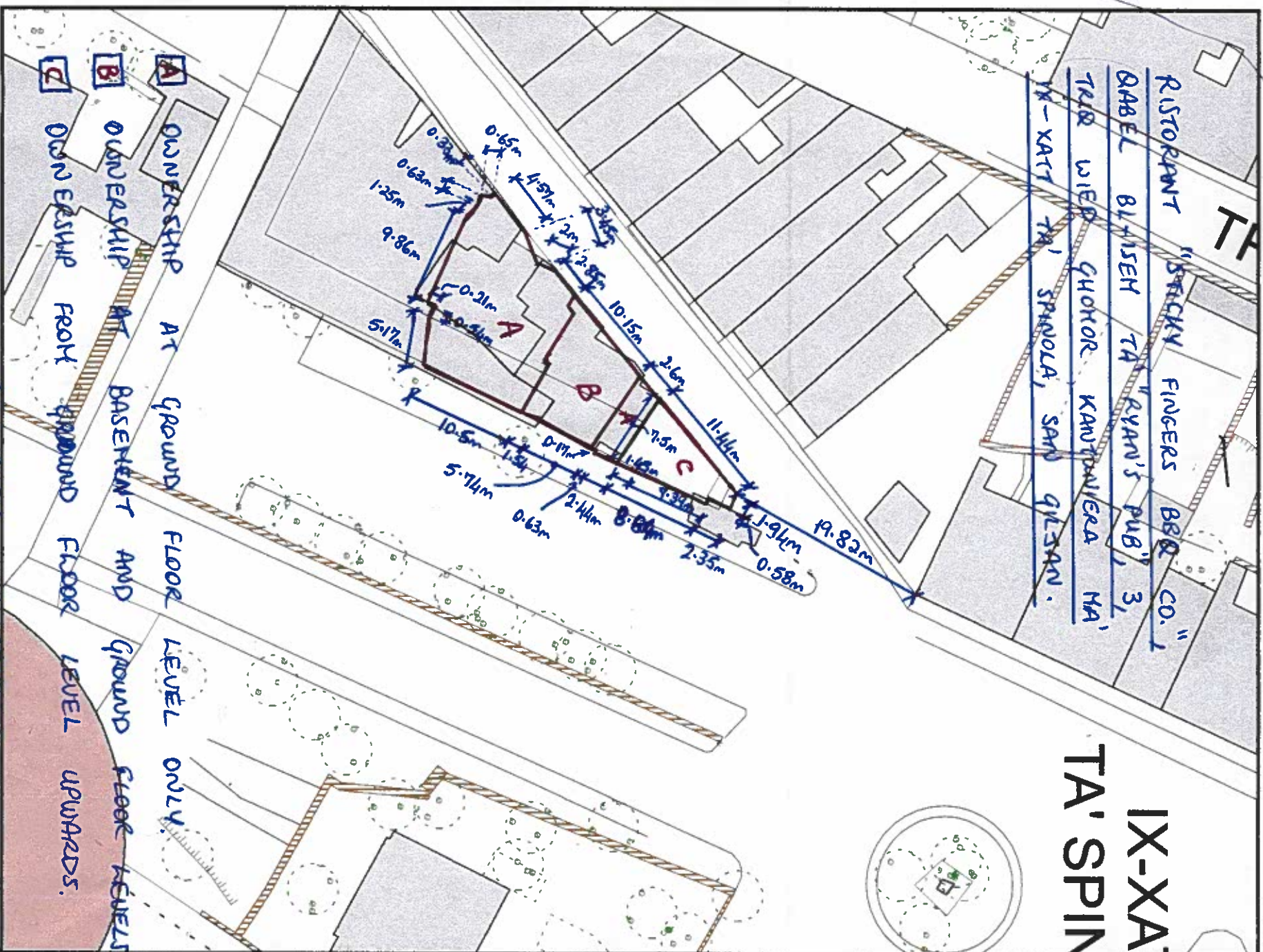
Date :	28-01-2025	Drawn By :	M. Muscat	Checked By :	A. Avallone
no.	by	date	revision details		

Code : QRT/25
Drawing No. : QRT/25-03-00

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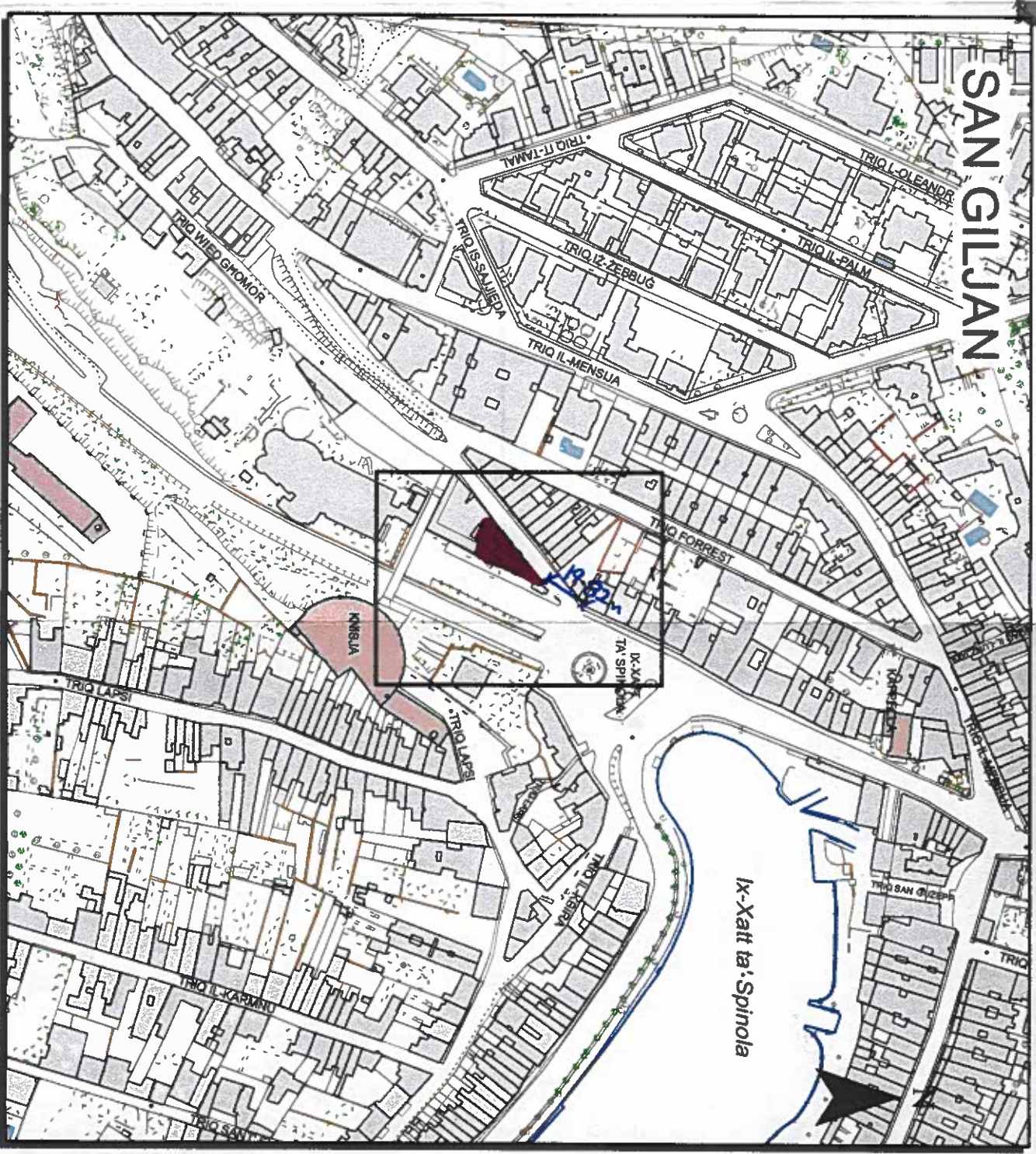
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A OWNERSHIP AT GROUND FLOOR LEVEL ONLY
B OWNERSHIP AT BASEMENT AND GROUND FLOOR LEVELS
C OWNERSHIP FROM GROUND FLOOR LEVEL UPWARDS.

N.B.: THESE LEVELS ARE GIVEN WITH RESPECT TO
Scale 1:500 TRER WIED GHOMOR,
THAT IS, THE BASEMENT WITH RESPECT TO TRER WIED
GHOMOR IS THE STREET-LEVEL FROM IX-XATT TA' SPINOLA.



Pjanta tas-Sit 1:2500 Site Plan

Aġenzija għar-Registrazzjoni tal-Artijiet



Land Registration Agency

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

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

Nru tal-Mappa: 368870 E

Pozizzjoni Centrali: x = 53986

Map Number:

Centre Coordinates: y = 75221

Perit:

Architect:

Timbru tal-Perit:

Architect's Stamp:



Oies (metri kwadri):
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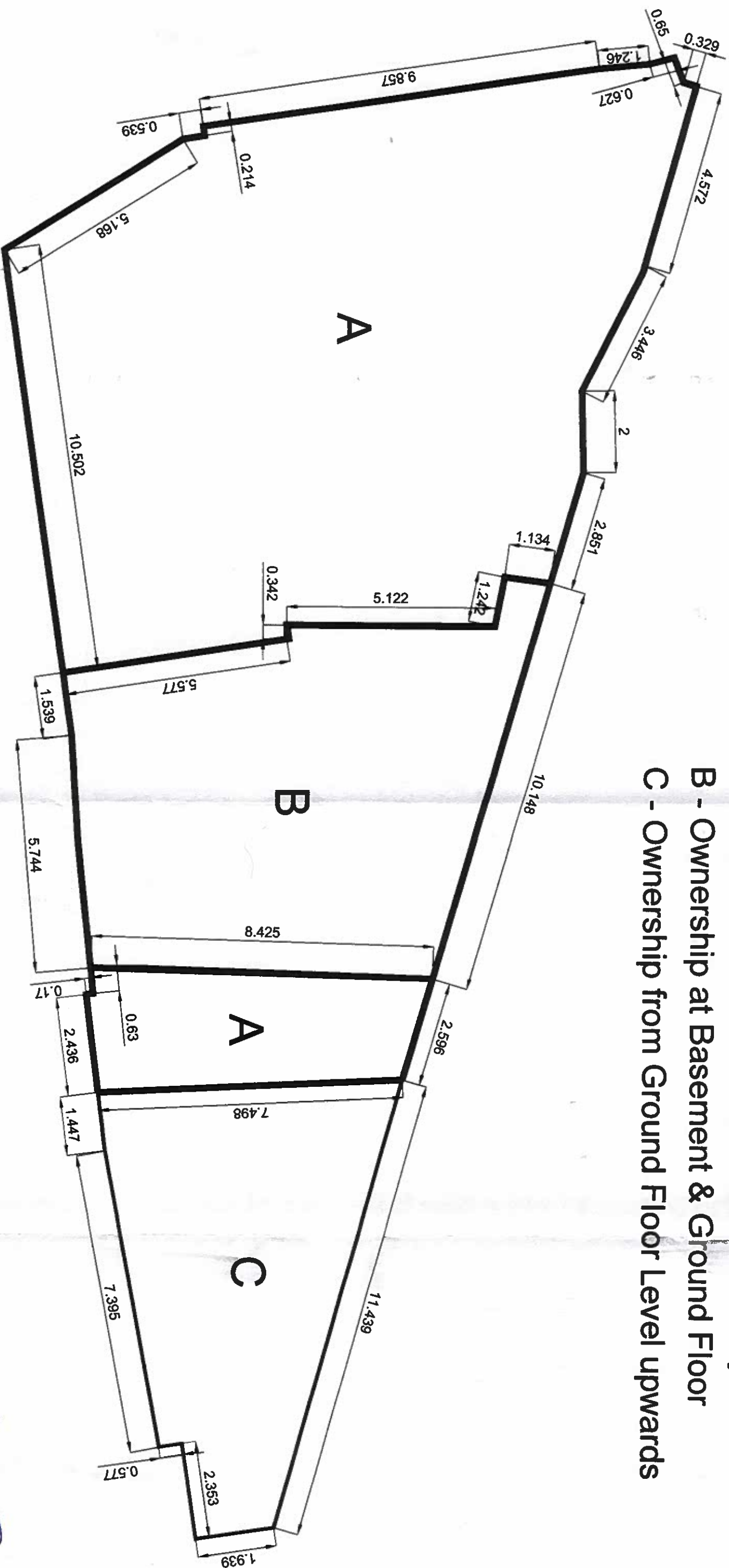
Firma ta' l-Applikant:

Applicant's Signature:

LR 374784

Dritt imballas
Fee Paid

A - Ownership at Ground Floor Level only
B - Ownership at Basement & Ground Floor
C - Ownership from Ground Floor upwards



[Handwritten signature]

Notes :

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Scale : 1:100 on A3



Date : 28-01-2025

no. by date

Drawn By : M. Muscat

revision details

Checked By : A. Avallone

Client : Subbasta 21/24

Job Title : Plans of Restaurant at St Julians

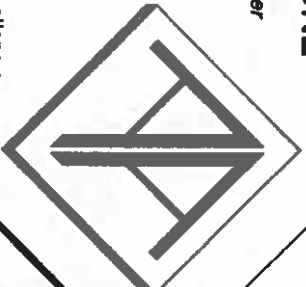
Drawing Title :

Areas at different levels for Land Registry Site Plan

ALISTAIR AVALLONE
B.E. & A. (Hons.), A.&C.E.
Architect, Civil & Structural Engineer
Cost & Planning Consultant
Interior Designer

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Pjanta tar-Registru tal-Artijiet tinsab annessa ma' dan ir-rapport b'referenza Dok. 'A', li turi l-lokazzjoni u l-qisien tal-fond imsemmi. *"Eight Schedule Form"* bid-dettalji bazici u generici tal-fond tinsab ukoll annessa ma' dan ir-rapport b'referenza Dok. 'B'.

Access:

L-access tal-fond kien pjanat originarjament li jsir nhar il-Flamis 22 t' Awwissu 2024 fil-ħdax ta' filgħodu. Kopja tal-ittra li kienet inbagħtet lis-socjeta intimata, Arma Holdings Limited, kif ukoll lis-socjeta attrici, Integrated Electronics Limited, fejn kienu gew infurmati dwar l-appuntament għall-aċċess, tinsab annessa ma' dan ir-rapport u għandhom referenza Dok. 'C1' u 'C2'.

L-esponent kien gie nfurmat mill-konvenuta, propju jum qabel id-data proposta għall-access, jgħid li fil-21 ta' Awwissu 2024, li l-access ma kienx possibli li jsir peress li l-fond kien mikri lil terzi persuni fejn il-konvenuta kellha ftehim kuntrattwali magħhom li kellha tinfurmahom xi jiem qabel isir kwalunkwe access, u ma setgħetx tinfurmahom mil-lum għal għada.

L-esponent gie nfurmat ukoll mill-istess konvenuta illi din kienet informat li l-rapprezentanta tas-socjeta attrici, illi peress li dik il-gimgha kienet il-festa lokali ta' San Giljan u l-propjeta kienet qed tinzamm miftuha mill-kerreġja terzi sa kmieni filgħodu, it-terzi persuni li kienu qed jikru l-fond ma kinux disponibbli li jifflu l-fond għall-access. Għalhekk, l-aċċess tal-fond ma sarx u kellu jsir appuntament ieħor.

Barra minn hekk, l-esponent jgħid li l-attenzjoni wkoll li eventwalment kien gie nfurmat mill-attrici, fit-18 ta' Settembru 2024, li din l-imsemmija ittra ta' notifika dwar l-access kif originarjament propost, ma kinitx waslet lis-socjeta attrici għar-raguni li l-indirizz tal-imsemmija socjeta kien inbidel.

Wara komunikazzjoni ma' rapprezentanti tas-socjeta attrici u tas-socjeta intimata permezz ta' diversi telefonati, gie iffissat appuntament ghall-access nhar il-Hamis, 3 t' Ottubru 2024 fis-siegħa ta' wara nofsinhar.

Wiehed irid jigbed l-attenzjoni minnufih li għal fini ta' l-iskop ta' dan ir-rapport ta' valutazzjoni tal-fond, ma saru l-ebda testijiet fizici ta' l-istruttura matul l-access.

L-osservazzjonijiet imsemmija huma kollha bbazati fuq l-interpretazzjoni professjonali tal-ispezzjoni vizwali tal-fond. Waqt l-access, il-fond gie mkejjeġ sabiex tkun tista' tigi mhejjija pjanta tal-fond koncernat. Wiehed isemmi wkoll li ma sar ebda access fi propjetajiet ta' terzi persuni girien.

Tip ta' Propjeta' u Deskrizzjoni:

Waqt l-access li sar nhar il-Hamis 3 t' Ottubru 2024 fis-siegħa ta' wara nofsinhar, is-sur Andre Mifsud għas-socjeta intimata, kif ukoll it-terzi persuni li qed jikru l-fond, kienu prezenti.

Skizz tal-pjanti tal-fond qed jigu esebiti f'Dok. 'D' u Dok. 'E' rispettivament. Ir-ristorant għandu kobor intern mingħajr it-terrazzin, ta' cirka 265.2 metri kwadri, flimkien ma' terazzin magħluq ta' cirka 75.7 metri kwadri kif ukoll cirka 83.47 metri kwadri għall-mahzen tal-ikel u x-xorb fil-kantina.

Miz-żewġ bibien ta' barra li jinstabu fis-sular terran u accessibbli kemm minn xi turgien fi Triq Wied Ghomor kif ukoll mix-Xatt ta' Spinola – Pjazza Qalb ta' Gesu, wiehed jidhol f'terazzin magħluq b'*aluminium*' u ngieg, fejn minn hemm wiehed isib bieb li jagħti access għall-fond mertu ta' dan l-atti tas-subbasta.

Kif wiehed jidhol fil-fond, wiehed isib kamra mdaqqsqa b'kejl ta' cirka 12.51m b'8.07m bhala '*open plan*' bir-'*reception area*', flimkien ma' '*bar area*', li fuq genb ghandha kuritur qasir li jaghti ghall-kamra tal-banju tal-irgiel max-xellug b'tul ta' cirka 3.93m u wisa' ta' cirka 2.24m. Din il-kamra ghandha wkoll tieqa li taghti ghat-triq.

Iktar 'il gewwa, wiehed isib '*dining area*' ta' kejl ta' cirka 9.71m wisgha b'10.23m tul, li ghandha biebs li jaghti ghall-kamra tal-banju tan-nisa fuq il-lemin b'tul ta' cirka 2.65m u wisa' ta' cirka 1.95m. Din il-kamra ghandha wkoll tieqa li taghti ghal xaft tas-servizzi.

Fuq in-naha ta' wara tal-fond, mid-'*dining area*' li hija alzata mill-kumplament tar-ristorant bi ffit turgien, wiehed isib kuritur qasir li jaghti ghall-kcina, b'kejl ta' cirka 3.41m wisa' b'4.16m tul. Din il-kamra ghandha wkoll tieqa fil-gholi li taghti ghal fuq Triq Wied Ghomor.

Kif wiehed jidhol mill-biebs tal-kcina, fuq ix-xellug, wiehed isib fetha li jwassal ghal ufficju zghir u '*staff toilet*'. Faccata ta' din l-istess fetha, wiehed isib fetha ohra b'zewg turgien 'l isfel li jwasslu ghat-tieni parti tal-kcina, b'kejl ta' cirka 4.70m tul b'2.02m wisa'. Fetha ohra twassal ghall-ahhar parti tal-kcina, cirka 6.36m tul b'3.49m wisa'.

Mill-kcina, wiehed isib it-tarag li jinzel ghall-kantina, li ma kinitx kollha accessibli ghal mertu ta' dan l-access. Dan is-sular jikkonsisti minn mahzen tal-ikel, b'kejl ta' cirka 6.47m tul b'cirka 4.15m wisa'. Faccata tat-tarag, wiehed isib il-biebs li johrog ghal fuq il-'*parking area*' '*Spinola Parking Lot*'.

Ritratti tal-fond, minn gewwa u minn barra, jinsabu mehmuzi f'Dok. 'F'.

Ricerki:

Kopja tal-att tal-akkwist tal-fond, kif mghoddija lill-esponent mill-intimat, jinsab anness ma' dan ir-rapport.

Mir-Rikors ta' Integrated Electronics Limited (C14470) għall-hrug ta' Mandat ta' Qbid ta' Hwejjeg Immobbli, li kopja tagħha tinsab annessa f'Dok. 'G' , jirrizulta :

"illi bis-sahha ta' sentenza mogħtija mill-Qorti tal-Appell fis-6 ta' Dicembru 2023, is-socjeta' intimata Arma Holdings Limited giet ikkundannata li thallas is-socjeta' attrici is-somma ta' tliet mija sitta u disghin elf, hames mija hamsa u sittin Ewro (€396,565) flimkien mal-ispejjez gudizzjarji u l-imghax dovut mill-1 ta' Lulju tas-sena elfejn u tmintax (2018).

Illli l-ispejjez gudizzjarji inkorsi sal-lum jammontaw għal €31,014.22 rappreżentanti l-ispejjez u drittijiet legali tal-Mandat ta' Inibizzjoni numru 1561/18 fl-ammont ta' €540.37 flimkien ma' €56.40 bhala V.A.T. ; is-somma ta' €26,831.32 rappreżentanti l-ispejjez u drittijiet tal-Prim Istanza kif ukoll l-ispejjez tal-Appell flimkien ma' €2,590.83 bhala V.A.T. , l-ispejjez tal-ittra ufficjali bin-numru 2663/18 fl-ammont ta' €65.11 flimkien ma' €5.59 bhala V.A.T.

Illli spejjez ohra nkorsi jammontaw għas-somma ta' €443.25 rappreżentanti r-registrazzjoni fit-12 ta' Dicembru 2023 ta' ipoteka generali numru 23354/2023 u €443.25 rappreżentanti r-registrazzjoni fid-29 ta' Dicembru 2023 ta' ipoteka specjali numru 24556/2023.

Illli l-imghaxijiet legali dekors fuq l-imsemmija somma ta' €396,565 dovuti mill-1 ta' Lulju 2018 sad-29 ta' April 2024 ikkalkolati bir-rata ta' tmienja fil-mija (8%) fis-sena jammontaw għal €184,962.26 u b'rizerva għal imghaxijiet ulterjuri dovuti wara din id-data sad-data tal-effettiv pagament.

Illi s-somma kumplessiva sal-lum dovuta mis-socjeta' intimata tammonta ghal sitt mija u tnax -il elf, hames mija wiehed u erbghin Ewro u tmienja u erbghin centezmi (€612,541.48), liema somma ma gietx imhallsa mis-socjeta' intimata lis-socjeta' rikorrenti u ghadha sal-lum ma thallsetx.

Illi permezz ta' Mandat ta' Inibizzjoni numru 1561/2018 u b'digriet ta' dina l-Onorabbli Qorti tal-31 ta' Ottubru 2018, is-socjeta' intimata giet inibita milli tiddisponi minn xi propjeta' u partikolarment il-fond kummercjali "Ryans", Nru.3, Triq Wied Ghomor, San Giljan. "

Jirrizulta wkoll illi s-socjeta' intimata hija propjetarja ta' :

"Il-fond kummercjali, bin-numru tlieta (3), bl-isem "Ryans", qabel maghruf bhala "Lines", fi Triq Wied Ghomor, Spinola, San Giljan, minghajr il-fond sovrastanti bl-isem "Le Dauphin", qabel maghruf bhala "Bella Romagna", propjeta' tat-terzi, liema fond in parti sovrastanti l-propjeta' li tappartjeni lill-kumpanija "T.J. Limited", u in parti, sottostanti l-imsemmi fond "Le Dauphin", qabel maghruf bhala "Bella Romagna", propjeta' tat-terzi, u ghalhekk huwa soggett ghal u jgawdi dawk is-servitujiet kollha inerenti fil-pozizzjoni tieghu, ukoll soggett ghal cens annwu perpetwu ta' tlieta u ghoxrin centezmu (€ 0.23), illi huwa s-sehem tieghu ta' ammont ikbar ta' cens annwu u perpetwu gravanti l-imsemmi fond u ohrajn u pagabbli fis-sena lil Augustinian Priory gewwa l-Belt Valletta, xort'ohra hieles u frank, bid-drittijiet u pertinenzi kollha..... l-imsemmi fond kien qabel jaghmel parti minn dar bl-isem "Villa Ivy", fi Triq Wied Ghomor San Giljan u jmiss min-Nofsinhar u mix-Xlokk ma' Spinola Square, mit-Tramuntana ma' Triq Wied Ghomor, u mill-Punent in parti mal-propjeta' tal-kumpanija "T.J. Limited" u in parti mal-propjeta' ta' Sullsport Limited jew is-successuri taghhom fit-titolu jew konfini aktar precizi u ezatti; u

Parti diviza tal-kamra fuq in-naha ta' wara tal-fond fuq imsemmi "Ryans", bin-numru tlieta (3), Triq Wied Ghomor, Spinola, San Giljan,..... bl-arja superficjali ta' cirka wiehed u sittin punt tlieta erbgha tnejn metri kwadri (61.342m²), liema kamra tinsab sovrastanti u sottostanti l-propjeta' tal-kumpanija "Sullsport Limited", li tinsab fl-istess livell tal-imsemmi fond "Ryans" u hija llum inkorporata in toto fl-imsemmija propjeta', liema kamra tmiss mil-Lvant mal-imsemmija propjeta' kummercjali, min-Nofsinhar ma' Spinola Square, u mill-Punent mal-propjeta' tal-kumpanija "Sullsport Limited" jew is-successuri taghha fit-titolu jew konfini akter precizi u ezatti, soggetta ghal u tgawdi minn dawk is-servitujiet kollha inerenti fil-pozizzjoni taghha, xort'ohra libera u franka, bid-drittijiet u l-pertinenzi; u

Il-fond ta' sular wiehed bin-numru tlieta ittra 'B' (3B), minghajr l-arja sovrastanti, fi Triq Wied Ghomor, San Giljan, li jmiss mil-Lvant ma' Triq il-Bajja, mill-Punent ma' Triq Wied Ghomor, mit-Tramuntana mal-fond fuq imsemmi "Ryans" u min-Nofsinhar ma' propjeta' ta; Coast Investments Limited jew is-successuri taghhom fit-titolu jew konfini iktar precizi u ezatti, liema fond jinsab sovrastanti il-propjeta' tal-kumpanija "Quest Limited" u sottostanti l-arja propjeta tat-terzi, ghaldaqstant soggetta ghal u tgawdi dawk is-servitujiet kollha inerti fil-pozizzjoni tieghu, ukoll soggett ghal cens annwu u perpetwu ta' disgha u tletin centezmu (€0.39c) pagabbli fis-sena lil Augustinian Priory tal-Belt Valletta, bid-dritt permanenti li tinstalla u li zzomm fuq il-bejt direttament sovrastanti dan il-fond jew fuq bejt iktar gholi sovrastanti dan il-fond f'kaz illi din l-arja sovrastanti tigi zviluppata f'data futura, is-servizzi segwenti jigifieri, tank tal-ilma b'kapacita' ta' mhux iktar minn elf litru (1,000 l), air-conditioning units, aerial tat-television, aerial tar-radju, u satellite dish, inkluz id-dritt permanenti ghall-access ghall-istess bjut, biex tinstalla, taghmel service u ssewwi l-istess servizzi, altrimenti libera u franka, bid-drittijiet u pertinenzi kollha tieghu..... kif ahjar deskritti fil-kuntratt ta' bejgh tad-29 ta' Jannar 2009 fl-atti tan-Nutar Dr Anthony Grech Trapani minn "R.J.C. Caterers Limited" (C10552) lill-"Arma Holdings Limited".

Illi kontestwalment ma' dan ir-Rikors, is-socjeta' rikorrenti pprezentat Rikors Guramentat ghal hlas tas-somma ta' tliet mija u sitta u disghin elf, hames mija u hamsa u sittin Ewro (€ 396,565) rapprezentanti kera mhallsa bil-quddiem – pre paid rent – u hlasijiet ohra lis-socjeta' intimata.

Illi l-hrug ta' dan il-mandat huwa necessarju sabiex il-pretenzjoni ossia dritt tas-socjeta' rikorrenti jithares."

Qed issir referenza wkoll ghal zewg Maps relatati ma' San Giljan li jiformaw parti minn '*North Harbours Local Plan*', mahrug mill-Awtorita tal-Ippjanar fl-2006, b'relevanza mal-fond imsemmi, li qed jigu esebiti ma' dan ir-rapport f'Dok. 'H1', u Dok. 'H2'.

Minn "*St. Julian's Policy Map SJ2*" (Dok. 'H1') jirrizulta li l-propjeta' tinsab fis- "*Secondary Town Centre*".

Skond "*St. Julian's Building Heights & Urban Design Map SJ4*" (Dok. 'H2'), il-fond jinsab f'zona fejn l-gholi massimu permissibbli ghal zvilupp hu ta' tliet sulari u "*semi-basement*". B'referenza ghal "*Annex*" 2 ta' DC15, dan jirrizulta ghal gholi totali massimu ta' 17.5 metri, b'gholi massimu tal-faccata mat-triq ta' 14.1 metri. Minkejja dan, peress li l-fond huwa sottostanti propjeta' ta' terzi, il-fond m'ghandux potenzjal ghal estenzjoni fis-sulari sovrastanti.

Jirrizulta wkoll minn ricerki bazici li ghamel l-esponent mill-'*online portal*' tal-'*Planning Authority*', li applikazzjoni li kienet giet sottomessa l-Awtorita' tal-Ippjanar rigward it-terazzin fil-pjan terran, PA/01646/22: "*To sanction canopy and sign from that approved in PA/00334/02.*" kienet giet rifjutata. Sussegwentament, is-sur Andre Mifsud ghan-nom tas-socjeta' konvenuta kien dahhal Appell Numru 156/24 quddiem l-*Environment and Planning Review Tribunal* kontra din id-decizjoni ta' rifjut, liema process tal-Appell ghadu ghaddej u d-decizjoni finali ghadha pendenti.

Fil-Komunika ta' l-ahhar seduta mizmuma fl-10 ta' Dicembru, 2024:

"Meta ssejjah l-appell, it-Tribunal ha konjizzjoni tal-email tal-appellant, is-Sur Andre' Mifsud, datata 5 ta' Dicembru 2024 fejn qieghed jitlob differiment minhabba li l-avukat tieghu jinsab indispost ghas-seduta..... It-Tribunal jilqa' t-talba u jiddiferixxi dan l-appell, ghall-ahhar darba, a fini tal-verbal precedenti ossia trattazzjoni finali ghat-18 ta' Frar 2025 fis-2.00pm."

Min-naha l-ohra, ir-ristorant u l-kantina in kwistjoni huma koperti b'dan il-permess PA/00334/02: *"To make alterations to facade in order to enable soundproofing."* Dan ifisser li r-ristorant u l-kantina huma koperti bil-permessi mehtiega tal-Awtorita tal-ippjanar, hlief ghat-terrazzin maghluq bil-*"canopy"* u t-tabella, li ghadhom fil-process tal-Appell.

Barra minn hekk, l-appartament sovrastanti tat-terzi kien hariglu permess iehor precedenti: PA/02557/92: *"To demolish and re-erect."* Dettalji ta' dawn it-tliet applikazzjonijiet u tal-appell qed jigu esebiti f'Dok. 'I', Dok. 'J', Dok. 'K' u Dok. 'L' rispettivament.

Kostruzzjoni:

L-istruttura tal-fond tikkonsisti primarjament minn briks u gebel filwaqt li s-soqfa huma tal-konkos rinfurzat.

Mill-ispezzjoni vizwali, jidher li l-kundizzjoni generali ta' l-istruttura hija accettabli peress li ma kienx jidher li hemm difetti strutturali magguri vizwali bhal xi konsenturi wisghin fil-hitan jew soqfa, illi kieku kienu jistghu jindikaw xi forma ta' instabbilita' strutturali jew sinjali ta' movimenti.

Madanakollu, xi tbajja mal-hitan u s-soqfa, gew osservati fi ffit partijiet tal-kantina u l-kcina, habba possibilta ta' umdita' u *'condensation'* u/jew infiltrazzjoni ta' ilma. Madanakollu, mill-aspett vizwali, is-soqfa ma jidhrux fi stat hazin.

Finituri:

Il-fond jinsab fi stat *"finished"* u komplut minn kollox.

Ghandu s-sistemi tad-dawl b'diversi *"switches"* u *"points"*, kif ukoll is-sistemi tal-ilma u drenagg.

Is-soqfa huma miksija b'soqfa tal-*"gypsum"*, li ghandhom sistema tal-*"aircondition"* inkorporata filwaqt li l-fond ghandu madum tal-art tac-ceramika inkluz fit-terazzin ta' quddiem. It-tarag tat-terazzin ghandu madum tac-ceramika b' *'railing'* tal-*'aluminium'* iswed.

Il-hitan interni huma mizbughin jew miksija bil-*"panels"* jew *"gypsum boards"* jew *"wall-papers"*. Il-faccati minn barra tar-ristorant u tal-kantina huma miksijin u mizbugha u ghandhom aperturi esterni tal-*'aluminium'*, inkluz il-bibien u l-istruttura ta' barra tat-terazzin huma tal-*'aluminium'*. Il-bibien interni tal-fond huma tal-injam.

Il-kmamar tal-banju ghandhom *'toilets'* u sinks, u madum tac-ceramika tal-art u mal-hitan, u huma kompluti bl-accessorji necessari.

Il-kcina hija wahda ta' natura kummercjali kompluta, mghammra bil-*"cupboards"* u dak kollu mehtieg fi kcina ta' ristorante u bar, u fost ohrajn ghandha forn bil-*"hob"* u *"cooker-hood"* u *"refrigerator"* u *"air-condition unit"* imwahhal mal-faccata min-naha ta' gewwa.

Ghalkemm il-fond jinsab mikri mis-socjeta konvenuta lil terzi persuna, xorta huwa mghammar b'kollox, jinsab f'kundizzjoni tajba u mizmum sewwa.

Valur tal-Fond :

Wara li kkunsidra d-diversi punti msemija fir-rapport li jinfluwenzaw il-valur ta' dan il-fond, filwaqt li jassumi li m'hemmx restrizzjonijiet, spejjez jew pizijiet ohra li mhux infurmat bihom, u wara li ghamel ukoll evalwazzjoni tal-valuri ta' fondi simili fuq is-suq fl-istess inhawi, kif ukoll wara li kkunsidra l-metodologija tal-valwazzjoni abbazi ta' "rate of return" jew "return on investment",

hija l-opinjoni professjonali ta' l-esponent hawn taht iffirmat, li jistma l-intier ta' din il-propjeta' kif suggetta, ghas-somma ta' : **zewg miljuni u disa' mitt elf Ewro (€ 2,900,000).**

Ghaldaqstant, l-esponent hawn taht iffirmat, in adampiment mill-inkarigu lilu moghti, ghandu l-unur jissottometti ghas-superjuri gudizzju ta' din l-Onorabbli Qorti li taghha jiddikjara ruhu,

Serv umli u ubbidjenti,

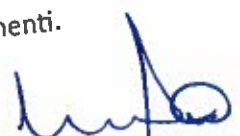

Perit Tekniku
AIC Alistair Avallone

Illum 27 April 2025
Deher li-Perit Legali / Tekniku:
AIC Alistair Avallone
Li wara li ddikjara li għallas l-ammont illu dovut, hater/hater li qada qdier fedelment u onestament l-inkarigu moghti lilu/ha.

Deputat Registratur

Marvic Farrugia
Deputy Registrar

Illum 25 FEB 2025
Ipprezentata minn Perit Alistair Avallone
bla dok/b ex. baxx (4) dokumenti.


PL Carina Abdilla
Deputat Registratur

14 minn 14



Fil-Prim Awla' tal-Qorti Ċivili

Fl-atti tas-Subbasta numru 21/2024

Integrated Electronics Ltd (C14470)

vs

Arma Holdings Ltd (C 44622)

Ilum, 15 ta' Lulju, 2024

Lill: Perit Alistair Avallone;

Int mgharraf illi gejt mahtur bhala espert fl-atti tal-Mandat ta' Qbid ta' Hwejjeg Immobbli hawn fuq imsemmi sabiex tagħmel deskrizzjoni u stima tal-fond jew fondi indikat fir-rikors promotur u sabiex tfisser il-pizijiet, kirjiet u jeddjet ohra, sew reali kemm personali, jekk ikun hemm, li għalihom dan il-fond jew fondi ikun sugġett kif ukoll l-aħħar trasferiment tiegħu, skond l-informazzjoni li jkun hadt mill-kreditur jew mid-debitur u din id-deskrizzjoni għandu jkun fiha dan li ġej:

- a) Indikazzjoni tas-sit u l-għoli tal-fond li hu sogġett għall-bejgħ bl-irkant fil-Qorti;
- b) Pjanta jew skizz li juru l-għadd ta' kmamar li jiffurmaw il-fond u d-daqs tagħhom;
- c) Pjanta tar-Registru tal-Artijiet u *Schedule 8* (meta tkun residenza);
- d) Rapport dwar jekk il-fond għex mibni skont permessi tal-bini u regoli sanitarji;
- e) Kopja tal-att tal-akkwist; u
- f) Dikjarazzjoni dwar jekk il-fond hu abitat jew okkupat minn terzi, u taht liema titolu hu hekk okkupat;

U dan skont l-artikolu 310 tal-Kapitolu 12 tal-Ligijiet ta' Malta.

Int mitlub li tikkonferma mieghi li rċevajt dan l-inkartament relattiv permezz ta' emejl datata 15 ta' Lulju, 2024 billi tibgħatli fuq dan l-indirizz rita.calleja.1@courtservices.mt u ngħarfek illi għandek sad-29 ta' Awwissu, 2024 sabiex tippreżenta r-rapport dettaljat tiegħek.

Marvic Farrugia
Deputat Registratur



PHYSICAL ATTRIBUTES OF IMMOVABLE PROPERTY

Locality	SAN GILSAN.
Address	RISTORANT "STICKY FINGERS BBQ CO.", QABEL BL-ISEM TA' "RYAN'S PUB", 3, TRIQ WIED GHOMOR KANTUNIERA HA' IX-XATT TA' SPINDLA, SAN GILSAN.
Total Footprint of Area Transferred*	340.88 metri kwadri (KANTINA: 83.47m ² , PJAN TERRAN: 340.88m ²)

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

Type of Property	☐ Villa	☐ Semi-Detached	☐ Bungalow	☐ Flat/Apartment
	☐ Penthouse	☐ Mezzanine	☐ Maisonette	☐ Farmhouse
	☐ Terraced House	☐ Ground Floor Tenement	RISTORANT RIL-BAR + KANTINA.	
Age of Premises	☐ 0-20 years	☒ Over 20 years	☐ Pre WWII	
Surroundings	☒ Sea View	☐ Country View	☒ Urban	
Environment	☒ Quiet	☒ Traffic	☐ Entertainment	☐ Industrial
State of Construction	☐ Shell	☐ Semi-Finished**	☒ Finished***	
Level of Finishes	☒ Good	☐ Adequate	☐ Poor	
Amenities Tick as many as appropriate	☒ With Garden ☒ No Garage	☐ With Pool ☐ One car Garage	☐ With Lift ☐ Two Car Garage	☒ With Basement ☐ Multi Car Garage
Airspace	☐ Ownership of Roof	☒ No Ownership of Roof	☐ 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: 25-10-2024

Perit's Signature:

Warrant Number: 559.

Rubber Stamp:

Perit Allstair Avallone B.E.&A. (Hons.), A.&C.E.
Address: 9, Triq Santa Marija, Tanxien, TXN 1700
Tel: (+356) 2180 3871
Mob: (+356) 7906 1754
Email: avalloneallstair@gmail.com



Fil-Prim Awla tal-Qorti Civili (Malta)

FI-Atti tas-Subbasta Nru. 21/2024

Integrated Electronics Ltd. (C14470)

vs

Arma Holdings Ltd. (C44622)

Arma Holdings Ltd.
63/2, Stella Maris Street,
Sliema.

10 t'Awwissu 2024.

Lil Min Tikkoncerna,

Ghandi ngharrfek illi fid-dawl tal-Atti tal-Mandat ta' Qbid ta' Hwejjed Immobbli hawn fuq imsemmi, is-sottoskritt gie mahtur mill-Qorti bhala Espert f'dawn listess Atti sabiex jaghmel deskrizzjoni u stima tal-fondi indikati fir-rikors promotur, jigifieri dawk ta':

- 3, "Ryans" / "Ryans Pub", Triq Wied Ghomor, Spinola, San Giljan
- Parti diviza tal-kamra fuq in-naha ta' wara tal-proprjeta' li tinsab fl-istess livell tal-imsemmi "Ryans" / "Ryans Pub" u li hija nkorporata in toto fl-imsemmija proprjeta'
- Il-fond ta' sular wiehed bin-numru 3B, minghajr l-arja sovrastanti, fi Triq Wied Ghomor, San Giljan, liema fond imiss mal-fond fuq imsemmi "Ryans" / "Ryans Pub"

u sabiex ifisser il-pizijiet, kirjiet u jeddijiet ohra, li ghalihom dawn il-fondi huma suggetti.

Ghal dan l-iskop, qed gentilment ngharrfek li l-access f'dawn il-fondi se jsir:

- nhar il-Hamis 22 t'Awwissu 2024 fil-11am.

Intom gentilment mitluba tkunu prezenti sabiex tipprovdu access ghal-fondi msemmija.

Grazzi bil-quddiem.

Tislijiet,


Perit Alistair Avallone B.E.&A.(Hons.), A.&C.E.
Architect, Civil & Structural Engineer

ALISTAIR AVALLONE

B.E.&A.(Hons.), A.&C.E.

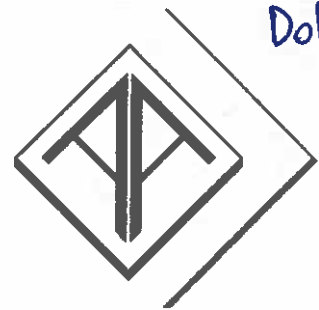
Architect, Civil & Structural Engineer

Cost & Planning Consultant

Interior Designer

PERIT

Dok. 'C2'



Fil-Prim Awla tal-Qorti Civili (Malta)

FI-Atti tas-Subbasta Nru. 21/2024

Integrated Electronics Ltd. (C14470)

vs

Arma Holdings Ltd. (C44622)

Integrated Electronics Ltd.
12, Triq il-Barmil,
Ibragg.

10 t'Awwissu 2024.

Lil Min Tikkoncerna,

Ghandi ngharrfek illi fid-dawl tal-Atti tal-Mandat ta' Qbid ta' Hwejjed Immobbli hawn fuq imsemmi, is-sottoskritt gie mahtur mill-Qorti bhala Espert f'dawn listess Atti sabiex jaghmel deskrizzjoni u stima tal-fondi indikati fir-rikors promotur, jigifieri dawk ta':

- 3, "Ryans" / "Ryans Pub", Triq Wied Ghomor, Spinola, San Giljan
- Parti diviza tal-kamra fuq in-naha ta' wara tal-proprjeta' li tinsab fl-istess livell tal-imsemmi "Ryans" / "Ryans Pub" u li hija nkorporata in toto fl-imsemmija proprjeta'
- Il-fond ta' sular wiehed bin-numru 3B, minghajr l-arja sovrastanti, fi Triq Wied Ghomor, San Giljan, liema fond imiss mal-fond fuq imsemmi "Ryans" / "Ryans Pub"

u sabiex ifisser il-pizijiet, kirjiet u jeddijiet ohra, li ghalihom dawn il-fondi huma suggetti.

Ghal dan l-iskop, qed gentilment ngharrfek li l-access f'dawn il-fondi se jsir:

- nhar il-Hamis 22 t'Awwissu 2024 fil-11am.

Intom gentilment mitluba tkunu prezenti sabiex tipprovdu access ghall-fondi msemmija.

Grazzi bil-quddiem.

Tislijiet,

Perit Alistair Avallone B.E.&A.(Hons.), A.&C.E.
Architect, Civil & Structural Engineer

Alistair Avallone

From: Alistair Avallone
Sent: 25 August 2024 18:18
To: Calleja Rita at Court Services Agency
Subject: RE: SUBBASTA 21 2024 - INTEGRATED ELECTRONICS VS ARMA HOLDINGS

Dear Ms Calleja,

With reference to the undersigned's appointment for the Subbasta, kindly be informed that the inspection ("access") of the property which was scheduled for last Thursday 22nd August 2024, was cancelled by Mr Andre Mifsud (Intimat for Socjeta Konvenuta (Arma Holdings Ltd)) following a telephone conversation which I received from Mr Mifsud. The latter informed the undersigned that the property is currently being rented out and the tenant was not able to come to open for us this week, being the parish feast of St Julians. He confirmed that he had been in touch with the lawyer of the Socjeta Attrici and had informed him accordingly.

This is being postponed possibly for 12th September 2024, as the undersigned shall be away on holiday, but Mr Mifsud shall get in touch again to confirm.

On the basis of the above, the given target date of the 29th August 2024 is not possible to be met. But all efforts shall be made in order to have this done and completed at the earliest possible.

Kindly be guided accordingly.

Thanks in advance.

Regards

Alistair

Perit Alistair Avallone B.E.&A.(Hons.), A.&C.E.

Architect, Civil & Structural Engineer

Cost & Planning Consultant

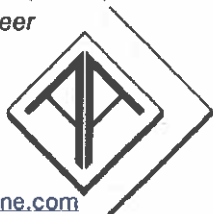
Project Manager

Mob : 79 061 754

Tel : 21 803 671

Email : avallonealistair@peritavallone.com

Office : 9/11, Triq Santa Marija, Tarxien TXN1700.



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From: Calleja Rita at Court Services Agency <rita.calleja.1@courtservices.mt>
Sent: Monday, July 15, 2024 10:19 AM
To: Alistair Avallone <avallonealistair@peritavallone.com>
Subject: SUBBASTA 21 2024 - INTEGRATED ELECTRONICS VS ARMA HOLDINGS

Dear Mr. Avallone,

Please note that you have been appointed for the above Process. Attached please find all necessary details for your perusal. Should you need anything else please do not hesitate to contact us.

Kindly acknowledge receipt.

Regards
Rita

Rita Calleja
Court Clerk



**EQUALITY
CERTIFIED**

t +356 25902505

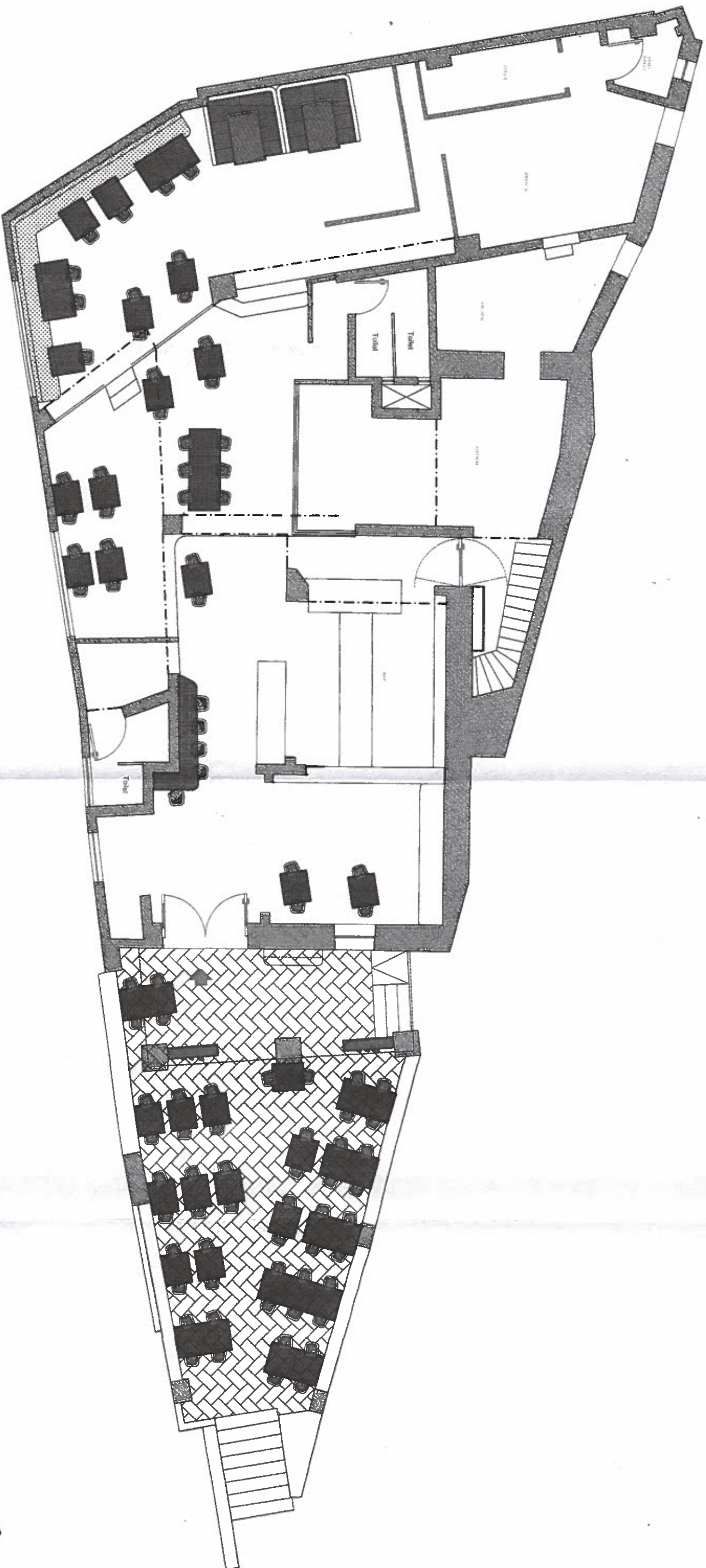
e rita.calleja.1@courtservices.mt

w www.courtservices.mt

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**MAIN COURTS, REPUBLIC
STREET
VALLETTA**



[Handwritten signature]

Notes :

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Drawing, dimension errors, and omissions are to be reported to Perit Alistair Avallone immediately on discovery.

All dimensions are in metres (m) unless otherwise stated.

Scale : 1:100 on A3



Date : 28-01-2025

no. by date

Drawn By : M. Muscat

revision details

Checked By : A. Avallone

Client : Subbasta 21/24

Job Title : Plans of Restaurant at St Julians

Drawing Title : Ground Floor Plan - Trq Wied Ghomor

Code : QRT/25

Drawing No. : QRT/25-01-00

ALISTAIR AVALLONE

B.E.&A.(Hons.), A.&C.E.

Architect, Civil & Structural Engineer

Cost & Planning Consultant

Interior Designer

PERIT

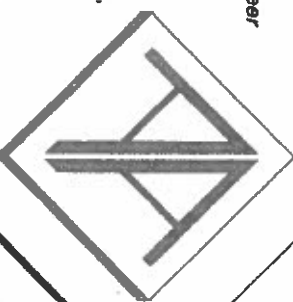
9/11, Trq Santa Marija,

Tarxien TXN1700

(+356) 79 061 754

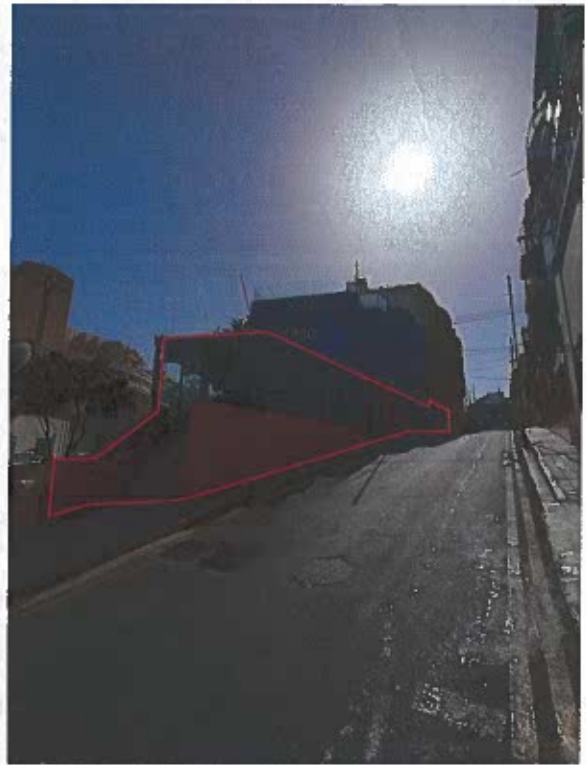
(+356) 21 803 671

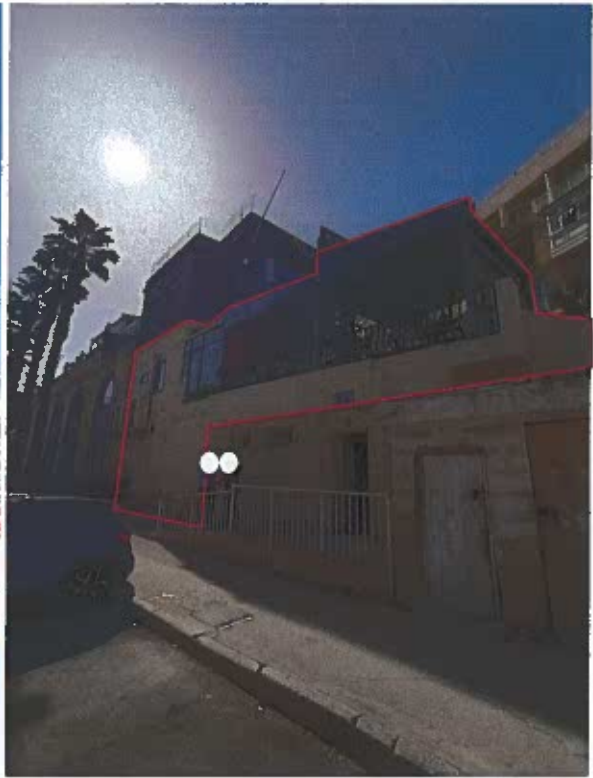
avallonealistair@peritavallone.com

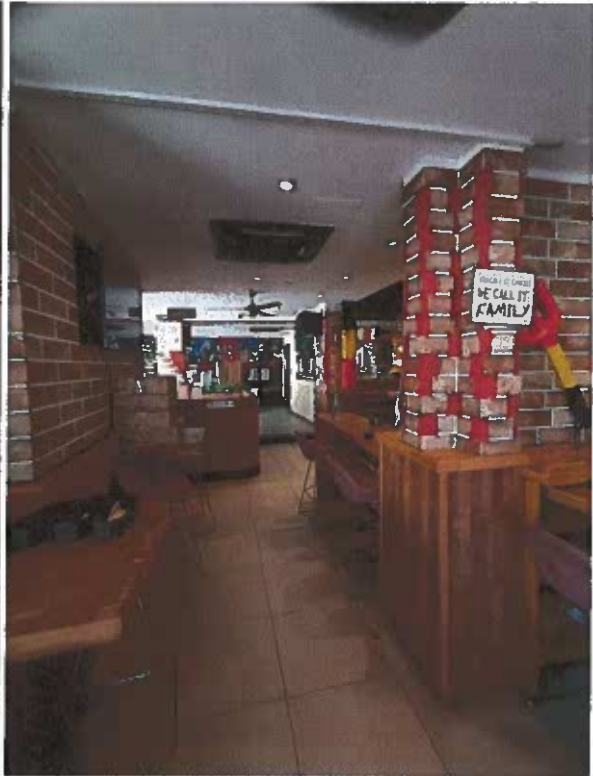


Ritratti tal-Fond :

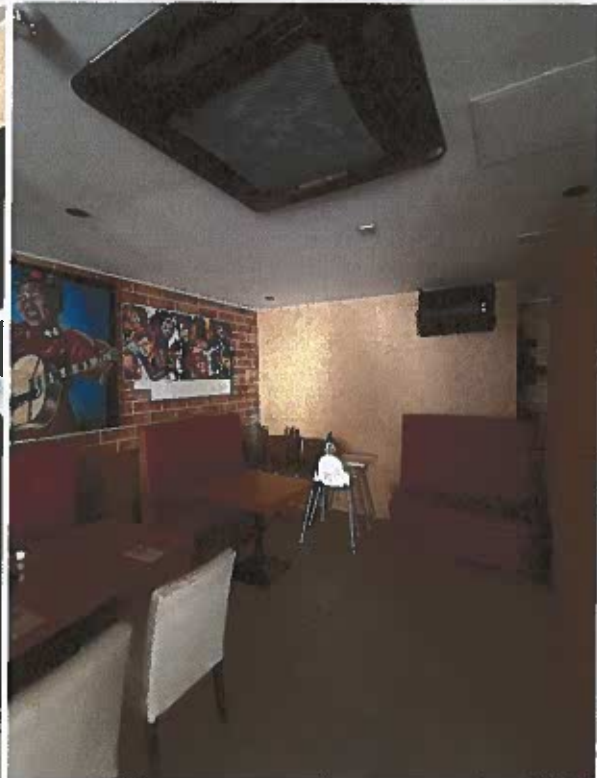




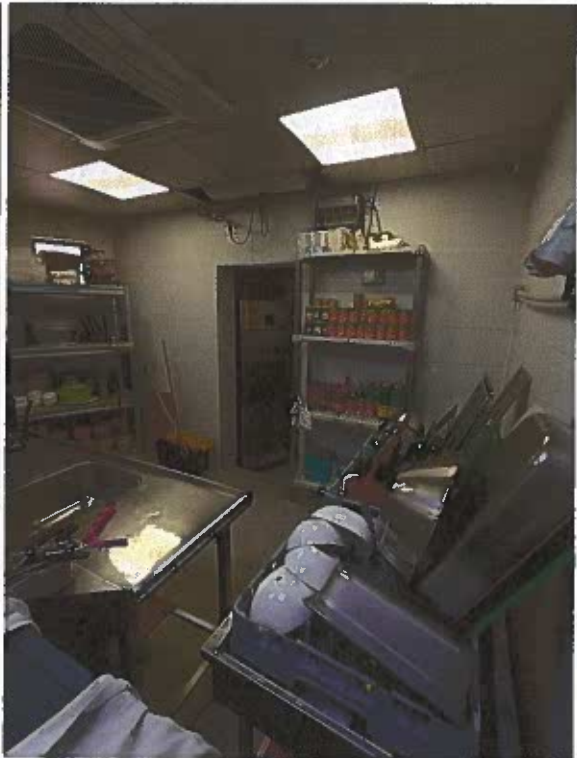






















Fil-Prim'Awla tal-Qorti Civili.



Prez €200.00
Reg €6.00
Not €1.20
€207.20

Integrated Electronics Limited (C14470)

Vs

Arma Holdings Limited (C44622)

Rikors ta' l-imsemmija Integrated Electronics Limited (C14470) għall-hrug ta' Mandat ta' Qbid fuq Hwejjeg Immobbli:

1. Illi bis-sahha ta' sentenza mogħtija mill-Qorti tal-Appell fis-6 ta' Dicembru 2023, is-socjeta' intimata Arma Holdings Limited giet ikkundannata li thallas is-socjeta' attrici is-somma ta' tlett mija sitta u disghin elf, hames mija u hamsa u sittin ewro (€396,565) flimkien mal-ispejjez gudizzjarji u l-imghax dovut mill-1 ta' Lulju tas-sena elfejn u tmintax (2018).
2. Illi l-ispejjez gudizzjarji nkorsi sallum jammontaw għal €31,014.22 rapprezentanti l-ispejjez u drittijiet legali tal-Mandat ta' Inibizzjoni numru 1561/18 fl-ammont ta' €540.37 flimkien ma' €56.40 bhala V.A.T; is-somma ta' €26,831.32 rapprezentanti l-ispejjez u drittijiet tal-Prim'Istanza kif ukoll l-ispejjez tal-Appell flimkien ma' €2590.83 bhala V.A.T, l-ispejjez tal-ittra ufficjali bin-numru 2663/18 fl-ammont ta' €65.11 flimkien ma' €5.59 bhala V.A.T.
3. Illi spejjez ohra nkorsi jammontaw għas-somma ta' €443.25 rapprezentanti r-registrazzjoni fit-12 ta' Dicembru 2023 ta' ipoteka generali numru 23354/2023 u €443.25 rapprezentanti r-registrazzjoni fid-29 ta' Dicembru 2023 ta' ipoteka specjali numru 24556/2023.
4. Illi l-imghaxijiet legali dekors fuq l-imsemmija somma ta' €396,565 dovuti mill-1 ta' Lulju 2018 sad-29 ta' April 2024 ikkalkolati bir-rata ta' tmienja fil-mija (8%) fis-sena jammontaw għall- €184,962.26 u b'rizerva għall-imghaxijiet ulterjuri dovuti wara din id-data sad-data tal-effettiv pagament.
5. Illi s-somma kumplessiva sallum dovuta mis-socjeta' intimata tammonta għal sitt mija u tnax-il elf, hames mija wiehed u erbghin ewro u tmienja u erbghin centezmi (€612,541.48), liema somma ma gietx imhallsa mis-socjeta' intimata lis-socjeta' rikorrenti u għadha sallum ma thallsetx; (Ara prospett hawn anness Dok AA).
6. Illi l-permezz ta' Mandat ta' Inibizzjoni numru 1561/2018 u b'digriet ta' dina l-Onorabbli Qorti tal-31 ta' Ottubru 2018, is-socjeta' intimata giet inibita milli tiddisponi minn xi proprjeta' u partikolarment il-fond kummercjali "Ryans", Nru. 3, Triq Wied Ghomor, San Giljan.
7. Illi l-imsemmija socjeta' intimata hija l-propjetarja:
 - (i) Il-fond kummercjali bin-numru tlieta (3), bl-isem "Ryans" u xi drabi magħruf ukoll bhala "Ryan's Pub", (qabel magħruf bhala "Lines"), fi Triq Wied Ghomor, gewwa Spinola, San Giljan, Malta bid-drittijiet u pertinenzi kollha tiegħu ('Il-Propjeta'). Il-Propjeta tgawdi u hija soġetta għas-servitugiet naxxenti mill-posizzjoni tagħha u tigi in parte sottoposta għall-propjeta' ta' terzi persuni:

- (ii) **Parti Diviza tal-kamra fuq in-naha ta' wara tal-Proprejt, bl-arja superficjali ta' cirka wiehed u sittin punt tlieta erbgha tnejn metri kwadri (61.342m²), liema kamra tinsab sovrastanti u sottostanti l-propjeta' ta' terzi persuni, u liema kamra tinsab fl-istess livell tal-imsemmija Propjeta' cioe 'Ryans' u hija llum inkorporata in toto fl-imsemmija Propjeta', liema kamra tmiss mil-Lvant mal-imsemmija Propjeta, min-Nofsinhar ma' Spinola Square, u mill-Punent mal-propjeta' tal-kumpanija "Sullsport Limited" jew is-successuri taghha fit-titolu jew konfini aktar precizi u ezatti; u, (iii) Il-fond ta' sular wiehed bin-numru tlieta ittra 'B' (3B), minghajr l-arja sovrastanti, fi Triq Wied Ghomor, San Giljan, li jmiss mil-Lvant ma' Triq il-Bajja, mill-Punent ma' Triq Wied Ghomor, u mit-Tramuntana mal-fond fuq imsemmi "Ryans" u min-Nofsinhar ma' propjeta' ta' Coast Investments Limited jew is-successuri taghha fit-titolu jew konfini aktar precizi u ezatti, liema fond jinsab sovrastanti il-propjeta' tal-kumpanija "Quest Limited" u sottostanti l-arja propjeta' ta' terzi, bid-dritt permanenti li tinstalla u li zzom fuq il-bejt direttament sovrastanti dan il-fond jew fuq bejt aktar gholi sovrastanti dan il-fond f' kaz illi din l-arja sovrastanti tigi zviluppata f' data futura, is-servizzi segwenti, jigifieri, tank tal-ilma b' kapacita ta' mhux aktar minn elf litru (1.000 l.), air-conditioning units, areal tat-television, areal tar-radju, u satellite dish, inkluz id-dritt permanenti ghall-access ghall-istess bjut biex tinstalla, taghmel service u ssewwi l-istess servizzi u bid-drittijiet u l-pertinenzi kollha tieghu, kollox kif ahjar deskritt fil-kuntratt ta' bejgh tad-29 ta' Jannar 2009 fl-atti tan-Nutar Dr Anthony Grech Trapani minn R.J.C. Caterers Limited (C-10552) lil Arma Holdings Limited (C44622).**

Ghaldaqstant, is-socjeta' rikorrenti titlob bir-rispett illi, in ezekuzzjoni tal-imsemmija kawza, deciza mill-Qorti tal-Appell fis-6 ta' Dicembru 2023, dina l-Onorabbli Qorti joghghobha

- 1) Tordna l-hrug ta' Mandat ta' Qbid ta' Hwejjeg Immobbli tal-fond kummercjali "Ryans", Nru. 3, Triq Wied Ghomor, San Giljan, kif hawn fuq deskritt
- 2) Tappunta Perit sabiex jispezzjona l-propjeta' fuq imsemmija;
- 3) Taghti dawk l-ordnijiet u provvedimenti li jidhrilha opportuni, u partikolarment izda mhux esklussivament dawk imsemmija fl-Artikolu 306 *et seq* tal-Kapitolu 12 tal-Ligijiet ta' Malta, u sabiex is-socjeta' rikorrenti tottjeni l-hlas tad-debitu lilha dovut, kif fuq spjegat, wara li taghti l-opportuni provvedimenti.

STEPHEN THAKE LL.D.
Thake Desira Advocates
68/69, Triq Melita, Valletta VLT 1122

e-mail: sthake@thakedesira.com

Socjeta' esponenti: 12, Triq il-Barmil, Ibragg.
Socjeta' Intimata: 63/2 Stella Maris Street, Sliema.

M. ANASTASI L.P.

30 APR 2024

Ilum.....
Ipprezentata mill/P.L. Melissa Anastasi
B/bia dok dokumenti

Handwritten signature
notaben Mallia
Dop. Rag

(11)

NORTH HARBOURS LOCAL PLAN



AWTORITA' TA MALTA DWAR L-AMBIJENT U L-IPPJANAR
MALTA ENVIRONMENT & PLANNING AUTHORITY

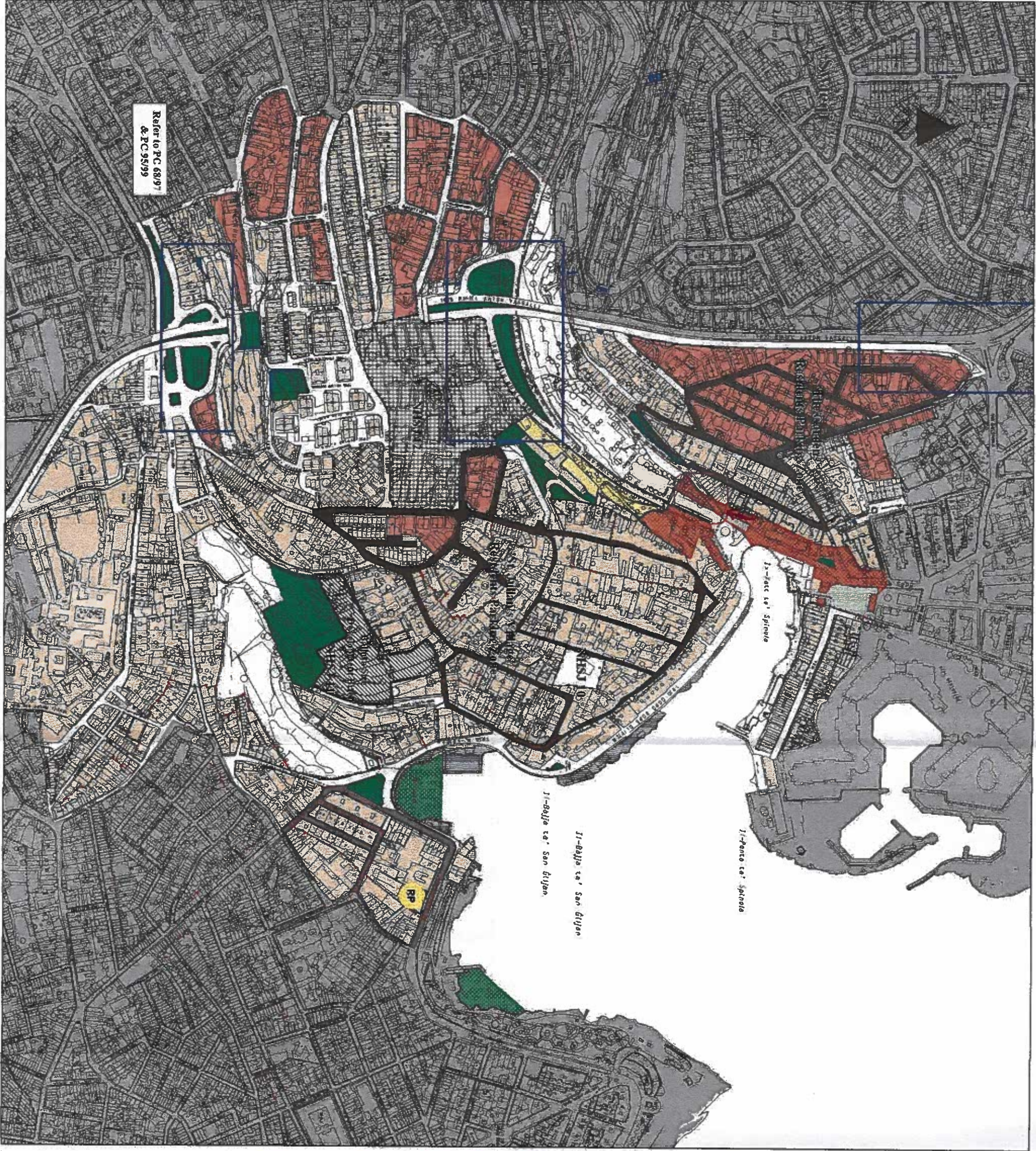
Key

- Urban Conservation Areas NHSE 09
- Proposed Limit to Development NHSE01
- Existing Limit to Development (TPS)
- Scheme Alignment
- Secondary Town Centre NHRE 01
- Environmental Improvements NHSU 05
- Natural coast with public access NHCV 03
- Coastal area with leisure uses NHRL 03
- Opportunity Sites NHSU 10, 11, 12
- Mixed Uses NHSJ 12
- Residential Area NHHO01
- Residential Priority Area NHHO 02
(Detached & Semi-Detached Dwellings)
- Land Uses as per Map SJ7
- Beach Replenishment Area NHCV04
- Public Open Space NHRL 01
- Balluta Site Development Brief Area NHSJ 11
- Priority area within which Spinola Bay Car Park should be located NHSJ 03
(This does NOT indicate building footprint)
- Priority Sites for off-street Residents' Parking NHSJ 02
- Resident Parking Zones - NHSJ 02
'The Gardens' and 'St Julians UCA'
- Junction Improvements NHTR 09

St. Julian's
Policy Map

Scale: 1:5500 Date: July 2006 Map: SJ2
INDICATIVE ONLY
Not to be used for direct interpretation or
for the interpretation of street alignments.

Base Maps - 1988 Survey Sheets (Updated)
Copyright Mapping Unit, Malta Environment & Planning Authority



NORTH HARBOURS LOCAL PLAN



AWTORITÀ TA' MALTA DWAR L-AMBIENT U L-IPPLANAR
MALTA ENVIRONMENT & PLANNING AUTHORITY

Key

Building Height Limitations NHSE 04, NHSJ 06

Outside UCA

(All floors indicated here are with semi-basement)

- 1 Floors
- 2 Floors
- 3 Floors
- 4 Floors
- 5 Floors
- 6 Floors
- 7 Floors

5 Floors (Less than 20.5m from Highest Street Level)

Within UCA NHSE 04

(All floors indicated here are without semi-basement)

- 1 Floors
- 2 Floors
- 3 Floors
- 4 Floors
- Plus 1 Receded Floor

Institutional Buildings or Other Sites with no Specified Building Height (NHSE 04)

Urban Conservation Area NHSE 09

No semi-basement within area enclosed by black line

Proposed Limit to Development NHSE 01

Existing Limit to Development (TPS)

Scheme Alignment

Balluta Site Development Brief Area NHSJ 11

Opportunity Sites NHSJ 10, 11, 12

Upgrading of Public Open Spaces NHSE 05

Landmark Buildings NHSE 08

Environmental Improvements

Scheduled Sites/Areas

Properties of cultural importance may be added in the course of completing the National Protective Inventory of the Maltese Islands, or removed if officially descheduled.

For Scheduled buildings, where no specific building height is shown, Structure Plan UCO policies apply.

St. Julian's

Building Heights & Urban Design

Scale: 1:6000

Date: July 2006

Map: SJ4

INDICATIVE ONLY
Not to be used for direct interpretation or for the interpretation of street alignments.

Base Maps - 1988 Survey Sheets (Updated)
Copyright Mapping Unit, Malta Environment & Planning Authority

80/HS/17C



PA Case Details

Application Status (Does not reflect any appeal decisions on the case)	
Case Status	Planning Authority decision reviewed by Appeals Board / EPRT
Application Details	
Case Number:	PA/01646/22
Location of development:	3, Triq Wied Ghomor c/w, Triq Michelangelo Borg, San Giljan
Description of works:	To sanction canopy and sign from that approved in PA00334/02.
Current Applicant:	Andre Mifsud
Current Architect:	Perit Duncan Muscat
Reception date:	18 November 2021
Initial Processing	
Validation Date:	11 May 2022
Target Date:	06 March 2023
Application Type:	Full development permission
Case Category:	Within Development Zone
Publication	
Site Notice Image:	
Publication Date:	11 May 2022
Representation Expiry Date:	10 June 2022

Recommendation	
Recommended Decision:	Recommended for Approval
Case Officer Report:	 Purchase Case Officer Report
Report Last Updated:	27 February 2024
Decision	
Decision:	Full Process Required
Decision Date:	05 April 2024
Decision Press date:	17 April 2024
Decision posted date:	09 April 2024
Further Information	
Board Minutes:	 View Board Minutes
Appeal Details	
Appeal Reference Number:	PAB/00156/24

PA Case Details

Application Status (Does not reflect any appeal decisions on the case)

Case Status	This application has been approved by Planning Board / Commission.
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Application Details

Case Number:	PA/00334/02
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Location of development:	Ryan`s Pub, Triq Wied Ghomor, San Giljan
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Description of works:	To make alterations to facade in order to enable soundproofing.
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Current Applicant:	Mr Pierre Bartolo obo PJ Bartenders Ltd
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Current Architect:	Perit Mr Paul Camilleri
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Reception date:	17 January 2002
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Initial Processing

Validation Date:	21 January 2002
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Target Date:	17 November 2002
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Application Type:	Full development permission
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Case Category:	Outside Development Zone
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Publication

Site Notice Image:	
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Publication Date:	03 August 2002
Representation Expiry Date:	18 August 2002

Recommendation

Recommended Decision:	Grant Permission
Case Officer Report:	 Purchase Case Officer Report
Report Last Updated:	22 July 2002

Decision

Decision:	Grant Permission
Decision Date:	19 August 2002
Decision Press date:	11 September 2002
Decision posted date:	03 September 2002
Decision Notice:	 Purchase Decision Notice

Seduta Numru 80

Seduta mizmuma illum, 10 ta' Dicembru, 2024.

Preseduta mic-Chairman Joseph Borg u l-membri :

L-Avukat Dr. Abigail Bugeja u l-Perit David Mifsud Parker.

Appell Numru 156/24

Meta ssejjah l-appell, it-Tribunal ha konjizzjoni tal-email tal-appellant, is-Sur Andre' Mifsud, datata 5 ta' Dicembru 2024 fejn qiegħed jitlob differiment minhabba li l-avukat tieghu jinsab indispost għas-seduta.

Għall-Awtorita' dehru Vince Grech, Ian Galea u l-Perit Mark Cremona.

It-Tribunal jilqa' t-talba u jiddiferixxi dan l-appell, għall-ahhar darba, a fini tal-verbal precedenti ossia trattazzjoni finali għat-18 ta' Frar 2025 fis-2.00pm.

Komunika

Marvic Vella

Segretarja

PA Case Details

Application Status (Does not reflect any appeal decisions on the case)	
Case Status	This application has been approved by Planning Board / Commission.
Application Details	
Case Number:	PA/02557/92
Location of development:	3/3A Triq Wied Ghomor, San Giljan
Description of works:	To demolish and re-erect
Current Applicant:	Mr Bernard Sullivan
Current Architect:	Perit Paul Camilleri
Reception date:	22 January 1993
Initial Processing	
Validation Date:	22 January 1993
Target Date:	
Application Type:	Full development permission
Case Category:	Not applicable

Decision	
Decision:	Grant Permission
Decision Date:	25 March 1994
Decision posted date:	01 June 1994

Mark Bugeja

9/11

Triq Santa Marija

Tarxien

TXN 1700

Malta

Cash Sale

21/10/2024

368870E

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

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

Tel: +356 21239777, 25904700

Email: enquirieslandregistry@gov.mt

www.landregistryplans.gov.mt

*After duly with (254) days of
 passing of the former term (Closed)
 and sum 170097*

NUMBER

13

LOAN SALE &
REFERENCE

BEFORE ME, ANTHONY GRECH TRAPANI,
 Notary Public by Warrant, duly admitted and sworn, have
 personally come and appeared duly identified:-

OF THE ONE PART:-

ADVOCATE DOCTOR OF LAWS ETHELBERT FENECH ADAMI, son of Michael and Giovanna nee' Galea, born in Floriana and residing in Mosta; Identity Card Number 0087957M; who, duly authorised, appears hereon for and on behalf of **HSBC BANK MALTA p.l.c.** Registration Number C-3177; hereinafter referred to as "The Bank".

**HSBC BANK
 MALTA p.l.c./
 ARMA
 HOLDINGS
 LTD./ R.J.C.
 CATERERS
 LTD./
 BANK OF
 VALLETTA
 p.l.c.**

AND OF THE OTHER PART:-

ROBERT AGIUS, a Company Director, son of Vincent and Josette nee' Mamo, born in Pieta' and residing in Sliema; together with **ANDRE' MIFSUD**, a Company Director, a son of Henry and Miriam nee' Fava, born in Pieta' and residing at Sliema, Identity Card Number respectively 0168485M and 0308285M; who jointly appear hereon for and on behalf of the company **ARMA HOLDINGS LIMITED**; Registered Address "Ryans Irish Pub", Wied l-Ghomor, San Giljan; Company Number C-44622; hereinafter referred to as "The Purchaser Company".

INS.:-

*07/02/2007
 4683/2009*

INS. VOL. "I"

01338/1000

INS. VOL. "I"
(PRIVILEGE)

01334/1000

ALSO:-

JOHN BUTTIGIEG, a Company Director, son of the late Joseph and Maria Concetta nee' Portelli, born in Hamrun and residing in 'Ta' l-Ibragg; together with **PIERRE BARTOLO**, a Company Director, son of the late and Anthony and Salvina nee' Farrugia, born in Mellieha and residing at Ibragg, limits of Swieqi; Identity Card Number respectively 0636656M and 0037765M; who jointly appear hereon for and on behalf of the company **R.J.C. CATERERS LIMITED**; Company Number C-10552; Registered address at number six hundred and ninety one (691), Saint Joseph High Street, Hamrun; duly authorised for the hereunder mentioned effects as per Memorandum and Articles of Association of the said company; hereinafter referred to as "The Vendor Company".

INS. VOL. "R"
 (I. 04192/2005)
 (I. 06432/2006)
 (I. 16435/2006)
 (I. 00233/2007)

01242/1000

NOTARY ANTHONY GRECH TRAPANI

Vincent Lanson, a Bank Manager,
son of the late Felix and Palomera nee' Mafard,
born and residing in Zebbar, Identity
Card number 0780854(M)

who, duly authorized, appears hereon for and on behalf of the
BANK OF VALLETTA p.l.c.; Registration Number C-2833;
 hereinafter referred to as "The Creditor Bank".

KNOWN TO ME THE UNDERSIGNED NOTARY.

WHEREAS The Purchaser Company has requested
 The Bank to grant it on Loan the sum of (€583,000) five hundred
 and eighty three thousand Euro (hereinafter referred to as "The
 Loan") to supplement the purchase price of the hereunder
 mentioned commercial premises on San Giljan;

WHEREAS The Purchaser Company has offered to
 warrant the repayment of The Loan and the payment of
 interests accruing thereon by a general hypothec over all its
 present and future property in general, over and above a special
 hypothec over the property being purchased in the Second Part
 hereof over and above the usual special privilege over the said
 property competent to The Bank in terms of Law;

WHEREAS The Bank has acceded to The
 Purchaser Company's request, subject to all the conditions and
 limitations set out hereunder;

NOW THEREFORE IN VIRTUE HEREOF:-

IN THE FIRST PLACE:-

THE BANK declares to accede and hereby accedes
 to grants on loan to The Purchaser Company, which accepts, the
 sum of five hundred and eighty three thousand Euro (€583,000)
 for its abovementioned purpose, which Loan The Purchaser
 Company hereby delegates The Bank, which accepts, to pay to
 The Vendor Company later on in this deed as part of and in full
 and final settlement of the price of sale of The Property, which
 payment shall be made in terms of section two thousand and ten
 (2010) of the Civil Code of Malta so as to conserve the special
 privilege over The Property due to The Bank in terms of Law.

NOTARY ANTHONY GRECH TRAPANI

BANK

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- date from time to time the searches into its, that is The Purchaser Company's liabilities and transfers as well as searches in The Land Registry as also for maintaining all The Bank's security, including insurance/assurance policies, in good order to The Bank's satisfaction in its sole discretion;
- (e) not to charge in favour of any third party the property which it has hypothecated in a special way in favour of The Bank on this deed or any other deed; should The Purchaser Company be in breach of this condition, The Bank shall have the right to call in the facility and demand full payment of all moneys due whether by way of capital, interests and or any other nature from The Purchaser Company;
 - (f) not to transfer such property in any manner, including by title of Lease, to any third party without the prior written consent of The Bank; should The Purchaser Company be in breach of this condition, The Bank shall have the right to call in the facility and demand full payment of all moneys due whether by way of capital, interests and/or any other nature from The Purchaser Company;
- (2) agrees, for the benefit of The Bank, to submit itself to the non-exclusive jurisdiction of the Maltese Courts;
 - (3) hereby acknowledges the receipt and acceptance of the Sanction Letter, General Conditions Regulating Loans and any subsequent amendments, where applicable, and the terms thereof, which The Purchaser Company declares to have read, understood and accepted the terms and conditions therein regulating the facility being granted;
 - (4) acknowledges that The Bank has requested legal advice regarding the property hereon purchased by The Purchaser Company in order to determine whether to approve or otherwise the grant of Loan being made hereon to The Purchaser Company; accordingly, The Purchaser Company declares that it is not relying on The Bank's decision to grant it The Loan as proof of good title to the property hereon being purchased by it;
 - (5) understands fully that the searches into its, that is, The Purchaser Company's, liabilities and transfers shall become and remain the property of The Bank until the final extinction of its, that is The Purchaser Company's liabilities to The Bank.

THE BANK reserves unto itself the right to lay down such terms and conditions as it considers reasonable for

NOTARY ANTHONY GRECH TRAPANI

the repayment of The Loan over a period and may change or add to the terms and conditions (including the interest rate) for security, legal, regulatory or market reasons. The Bank will give reasonable prior notification to The Purchaser Company accordingly.

THE LOAN is for a fixed term. However if an Event of Default (mentioned hereunder) takes place, any sum outstanding to the Bank shall be immediately due and payable (together with all charges and expenses) all rights appertaining to The Bank shall be exercisable and all security shall become enforceable. In such event, The Purchaser Company shall lose the benefit of any time granted to it for payment and this without the necessity of any other proceedings.

THE EVENT of Default referred to above are the following:-

- (1) if it should become apparent to The Bank that any matter disclosed, warranted or represented to The Bank by or on behalf of The Purchaser Company was or has become, materially or adversely misleading or incorrect;
- (2) any failure by The Purchaser Company to pay any sum, whether of principal, interest, fees or charges, due by The Purchaser Company under the deed of Loan and/or Sanction Letter and in the manner stipulated in the deed of loan and/or sanction letter;
- (3) any failure by The Purchaser Company to repay or discharge in full any of its indebtedness (whether owed as Principal or Surety) to The Bank or any other party;
- (4) any failure by The Purchaser Company to comply with the terms and conditions of the deed of Loan and/or the Sanction Letter, which The Bank may reasonably consider material;
- (5) any breach or event of default under any other agreement in respect of any borrowings by The Purchaser Company;
- (6) the cessation/threatened cessation transfer, transmission or assignment (whether by agreement, operation of the law or otherwise) of the whole or substantial part of The Purchaser Company's business or of The Purchaser Company's beneficial interest in it or control of it or any act, whether of The Purchaser Company or of another person, which, either by itself constitutes or could directly result in a formal step being taken for the administration, bankruptcy, dissolution or analogous proceedings of or in respect of The Purchaser Company or any of The Purchaser Company's assets, or the

levying of execution against all or any of The Purchaser Company's assets;

- (7) any event upon the occurrence of which any security (which shall include a guarantee) shall become enforceable or the termination or variation without The Bank's prior written consent of the continuing nature or priority of any such security or upon the occurrence of which any such security becomes wholly or partially void, invalid or unenforceable;
- (8) The Purchaser Company entering into or seeking or proposing any composition or voluntary arrangement with creditors or scheme of arrangement of The Purchaser Company's affairs or The Purchaser Company becoming unable to pay its debts as they fall due;
- (9) any event which in The Bank's reasonable opinion gives grounds for belief that The Purchaser Company may not perform any obligation or obligations referred to in the deed of Loan and/or Sanction Letter.

IN WARRANTY of the proper observance of the conditions hereof and in particular of the repayment of The Loan, the payment of interests accruing thereon as well as the payment of charges and disbursements made by The Bank, The Purchaser Company hereby hypothecates in favour of The Bank, which accepts:-

- (1) in a general way all their present and future property in general;
- (2) in a special way, the hereunder property in the San. Giljan to be purchased in The Fourth Part hereof.

THE WARRANTIES are over and above the usual special privilege competent to The Bank in terms of Law over the property being purchased in the Second Part hereof, a privilege which is being fully reserved hereon and this over and above such other security as may be mutually agreed to from time to time.

IN THE SECOND PLACE:-

THE VENDOR COMPANY premises and declares that in terms of an extraordinary resolution of the first (1st) day of January of the year two thousand and four (2004) it was proposed that the company **A. T. CATERING SERVICES LIMITED**, Company Number C-13349 and **P.J. BARTENDERS LIMITED**; Company Number C-10408 be amalgamated into **R.J.C. CATERERS LIMITED**; Company Number C-10552; which amalgamation became effective in the twenty third (23rd)

NOTARY ANTHONY GRECH TRAPANI

day of July of the said year, the year two thousand and four (2004).

THIS HAVING BEEN PREMISED;

THE VENDOR COMPANY hereby sells, cedes and transfers unto The Purchaser Company's which accepts, purchases and acquires from it:-

- (1) the commercial premises, numbered three (3), designated "Ryans", formerly designated "Lines", in Triq Wied Ghomor, Spinola, San Giljan, excluding the overlying tenement named "Le Dauphin", formerly "Bella Romagna", which belongs to third parties, which tenement overlies in part other property belonging to the company "T. J. Limited" and underlies another tenement named "Le Dauphin", formerly "Bella Romagna" belonging to third parties, and thus subject to and enjoying all those easements inherent in its position, also subject to an annual perpetual groundrent of twenty three cents (€0.23c.), formerly ten Maltese cents (10c.) payable yearly to the Augustinian Priory of Valletta, being its share of a larger annual perpetual groundrent burdening the said tenement and other properties, otherwise free and unencumbered, with all its rights and appurtenances, and as shown shaded in green on the block plan annexed to The Vendor Company's deed of acquisition where it is marked document letter "A"; the said tenement formerly formed part of a house named "Villa Ivy" in Triq Wied Ghomor, San Giljan and is bordered on the South and Southeast by Spinola Square, on the North by Triq Wied Ghomor Street and on the West in part by property of the company T.J. Limited and in part by property of Sullsport Limited or their successors in title or more precise and exact boundaries; and
- (2) a divided part of the room at the rear end of the abovementioned tenement designated "Ryans" at number three (3), Triq Wied Ghomor, Spinola, San Giljan, described in the previous paragraph, shown shaded in red on the block plan annexed to The Vendor Company's deed of acquisition where it is marked document letter "B", having a superficial area of approximately sixty one point three four two square metres (61.342m²), which room overlies and underlies other property of the company "Sullsport Limited" and is on the same level as the aforesaid premises named "Ryans" and is today totally incorporated in the said property, bordered said room on the East by the said commercial premises and restaurant, on the South by Spinola Square and on the West

NOTARY ANTHONY GRECH TRAPANI

by property of the company "Sullasport Limited" or its successors in title or more precise and exact boundaries, subject to and enjoying all those easements inherent in its position, otherwise free and unencumbered, with all its rights and appurtenances;

- (3) the one-storey tenement numbered three letter 'B' (3B), without its overlying air-space, in Triq Wied Ghomor, San Giljan, bordered said property on the East by Triq il-Bajja, on the West by Triq Wied Ghomor, on the North by the abovementioned "Ryans" and on the South by property of Coast Investments Limited or its successors in title or more precise and exact boundaries, which tenement overlies property of the company "Quest Limited" and underlies an airspace belonging to third parties, thus subject to and enjoying all those easements inherent in its position, also subject to an annual perpetual groundrent of thirty nine Cents (€0.39c.), formerly seventeen Maltese cents (17c.) payable yearly to the Augustinian Priory of Valletta, with the permanent right to install and to retain upon the roof directly overlying this tenement or upon such higher roof lying above this tenement should the airspace overlying it be developed at a future date, the following services, namely a water-tank of a capacity up to one thousand litres (1,000 l.), air-conditioning units, a television aerial, radio aerial, and a satellite dish, including the permanent right of access to such roofs to install, service and repair the said services, otherwise free and unencumbered, with all its rights and appurtenances, and as shown bordered in red on the block plan annexed to The Vendor Company's deed of acquisition where it is marked document letter "A".

THIS SALE is being made and accepted under the following terms and conditions:

- (1) for the overall agreed price and in consideration of seven hundred and forty five thousand Euro (€745,400), of which price The Purchaser Company is now paying The Vendor Company, which accepts and tenders due receipt therefor in terms of Law, the sum of one hundred and sixty two thousand Euro (€162,000) on account of the said purchase price; and now, in execution of the delegation made to it earlier on hereon by The Purchaser Company, The Bank is now paying to The Vendor Company, which accepts and tenders due receipt therefor in terms of Law, the balance of purchase price still due, that is the sum of five hundred and eighty three thousand Euro (€583,000), which payment is The Loan made earlier on hereon to The Purchaser

NOTARY ANTHONY GRECH TRAPANI

Company and this for the conservation of the special privilege competent to The Bank in terms of Law over the property hereon sold and above reserved, said payment made by The Bank being in full and final settlement of the said price of sale;

- (2) The Vendor Company warrants this sale in terms of Law with a general hypothec over all its present and future property in general in favour of The Purchaser Company, which accepts;
- (3) The Vendor Company hereby warrants and declares that the property object hereof has been constructed in accordance with the building permit;
- (4) should the airspace overlying the abovementioned one storey tenement be developed at any future date, The Purchaser Company shall be bound, at its expense, to remove such services from the existing roof but shall have the right at its expense to re-locate them upon the new roof;
- (5) the said property is being sold, transferred and accepted:-
 - (a) in its present state and condition, that is *talé quale*;
 - (b) as seen and inspected by The Purchaser Company, that has already enjoyed the exclusive possession of the property since the thirtieth (30th) day of October of the year two thousand and six (2006);
 - (c) with vacant possession;
 - (d) save any rights in favour of third parties as arising from this deed, otherwise free from any third party rights over it;
- (6) the parties agree that the lease agreement entered into by and between them on the thirtieth (30th) day of October of the year two thousand and six (2006) relating to the above described premises and moveable effects is being herewith terminated and this with immediate effect; The Vendor Company declares that there are no outstanding arrears in rent, or any other fees, charges and expenses, however termed or described, including water and electricity consumption charges, that in terms of the aforementioned lease agreement were at the charge of the Purchaser Company.
- (7) fees and expenses in connection herewith shall be at the charge of The Purchaser Company whilst Capital Gains Tax will be borne by The Vendor Company.

FOR THE PURPOSES of the Immovable Property (Acquisition by Non-Residents) Act of the year nineteen hundred and seventy four (1974), Chapter two hundred and forty six (246) of the Revised Edition of the Laws of Malta, The Purchaser

Company declares that it qualifies to acquire the property being purchased hereon without the necessity of a permit for the acquisition of property by non-residents in that it declares that:-

- (1) not less than seventy five percent (75%) of the share holding in the said Company and not less than seventy five percent (75%) of the controlling -shares of the said Company belong to European Union citizens who have resided continuously in Malta for at least five years during their lifetime; and
- (2) all directors are also European Union citizens who have resided continuously in Malta for at least five years during their lifetime.

This declaration is being made after due explanation of its import according to Law by the undersigned Notary.

FOR THE PURPOSES of the Land Registration Act, nineteen hundred and eighty one (1981), Chapter two hundred and ninety six (296) of the Revised Edition of the Laws of Malta, I the hereunder signed Notary hereby declare that The Property hereon hypothecated in favour of The Bank by The Purchaser Company does not fall within a registration area and is not registered property in a Voluntary Registration Area. Accordingly, The Purchaser Company hereby authorises The Bank to register the title and cause of preference on the property specially charged on this deed, this at The Purchaser Company's expense. The Purchaser Company binds itself to assist The Bank in all matters in this regard should this be necessary to afford to The Bank a continuing valid cause of preference under the present or changing legal regimes. The Bank is hereby authorised to debit The Purchaser Company's facility account with the expenses so incurred. All payments effected after the debiting of the expenses to the facility account shall thereafter be appropriated in reduction of such expenses.

FOR THE PURPOSES of the Duty on Documents and Transfers Act, Act number seventeen of the year nineteen hundred and ninety three (XVII/1993), Chapter three hundred and sixty four (364) of the Revised Edition of the Laws of Malta, I the hereunder signed Notary declare that this sale is not chargeable in terms of the said Act in that The Vendor Company acquired the property hereon sold from the company P.J. BARTENDERS LIMITED, this by onerous title of Sale as per deed in the records of Notary Doctor John Gambin of the thirty first (31st) day of December of the year two thousand and three (2003), duly registered in The Malta Public Registry with progressive number of inscription nine hundred and ninety nine

of the year two thousand and four (1999/2004); in its turn, the company P.J. BARTENDERS LIMITED acquired:

- (1) the property mentioned under number one (1) *supra* from the company T. J. LIMITED, this by onerous title of Sale as per deed in the records of Notary Doctor John Gambin of the twenty fifth (25th) day of October of the year one thousand, nine hundred and ninety six (1996) where the property mentioned under number two (2) *supra* SULLSPORT LIMITED, this also by onerous title of Sale as per the abovementioned deed in the records of Notary Doctor John Gambin of the twenty fifth (25th) day of October of the year one thousand, nine hundred and ninety six (1996), duly registered in The Malta Public Registry with progressive number of inscription sixteen thousand, nine hundred and forty six of the said year, the year one thousand, nine hundred and ninety six (16946/1996);
- (2) the property mentioned under number three (3) *supra* from the company CONCEPT LIMITED, this by onerous title of Sale as per deed in the records of Notary Doctor John Gambin of the twenty sixth (26th) day of February of the year two thousand and three (2003), duly registered in The Malta Public Registry with progressive number of inscription four thousand, six hundred and seventy one of the said year, the year two thousand and three (4671/2003); this property formed part of a larger property acquired by the company CONCEPT LIMITED from the company SULLSPORT LIMITED by onerous title of Sale as per deed in the records of Notary Doctor Patrick Critien of the twelfth (12th) day of November of the year nineteen hundred and ninety eight (1998), duly registered in The Malta Public Registry with progressive number of inscription fourteen thousand, seven hundred and thirty nine of the said year, the year one thousand, nine hundred and ninety eight (14739/1998).

FOR THE PURPOSES of the same Act:-

- (1) The Purchaser Company declares that:-
 - (a) the value of the property hereon purchased by it is true, real and just;
 - (b) it has made these declarations after I the hereunder signed Notary duly explained to it the importance of its veracity;
- (2) in view of the foregoing declarations, I the hereunder signed Notary hereby declare that the tax payable by The Purchaser Company on the property hereon purchased by it amounts to thirty seven thousand, two hundred and seventy Euro

NOTARY ANTHONY GRECH TRAPANI

(€37,270), of which tax The Purchaser Company has already paid the sum of seven thousand four hundred and fifty four Euros (€7,454) on account of the said tax, as results from the document hereto attached for safe keeping and marked document letter "X", thus leaving a balance of twenty nine thousand, eight hundred and sixteen Euro (€29,816) payable hereon.

FOR THE PURPOSES of the Income Tax Act, Chapter one hundred and twenty three (123) of the Revised Edition of the Laws of Malta, the Income Tax Management Act, Chapter three hundred and seventy two (372) of the Revised Edition of the Laws of Malta and also Act Number Two of the current year, the year two thousand and six (11/2006), I the hereunder signed Notary hereby declare that:-

- (1) as can be seen from the foregoing, The Vendor Company acquired the property sold hereon more than five (5) years ago;
- (2) as per the abovementioned Acts, The Company may no longer elect to either pay a sum of twelve per centum (12%) as a Final Withholding Tax or else pay seven per centum (7%) of the selling price as a provisional payment on account of Capital Gains Tax but pay the tax due hereon by way of Final Withholding Tax and thus at twelve per centum (12%) of the price of sale.

IN VIEW of the foregoing declarations, I the hereunder signed Notary now declare that Tax due by The Company on this deed amount to eighty eight thousand four hundred and forty ~~eight~~ Euro (€88,448). 89448

MOREOVER:-

- (1) for the purposes of paragraph (a) of sub-article twelve (12) of article five letter A (5A) of the Income Tax Act, the parties declare that they have declared to the undersigned notary all the facts that determine if the transfer is one to which article number five letter "A" (5A) applies and that are relevant for ascertaining the proper amount of tax chargeable or any exemption, including the value which, in their opinion, reasonably reflects the market value of the said property, if this value is higher than the consideration for the transfer.
- (2) for the purposes of paragraph (b) of sub-article number twelve (12) of article number five letter "A" (5A) of the Income Tax Act, the parties declare they made the declarations herein after the undersigned notary warned

them about the importance of the truthfulness of such declarations of theirs.

IN THE THIRD PLACE:-

THE VENDOR COMPANY is now paying The Creditor Bank, which accepts and tenders due receipt therefor, the sum of four hundred and eighty thousand Euro (€480,000) on account of a larger amount owed to The Creditor Bank by way of capital, interests and accessories after various loans made by The Creditor Bank to The Vendor Company.

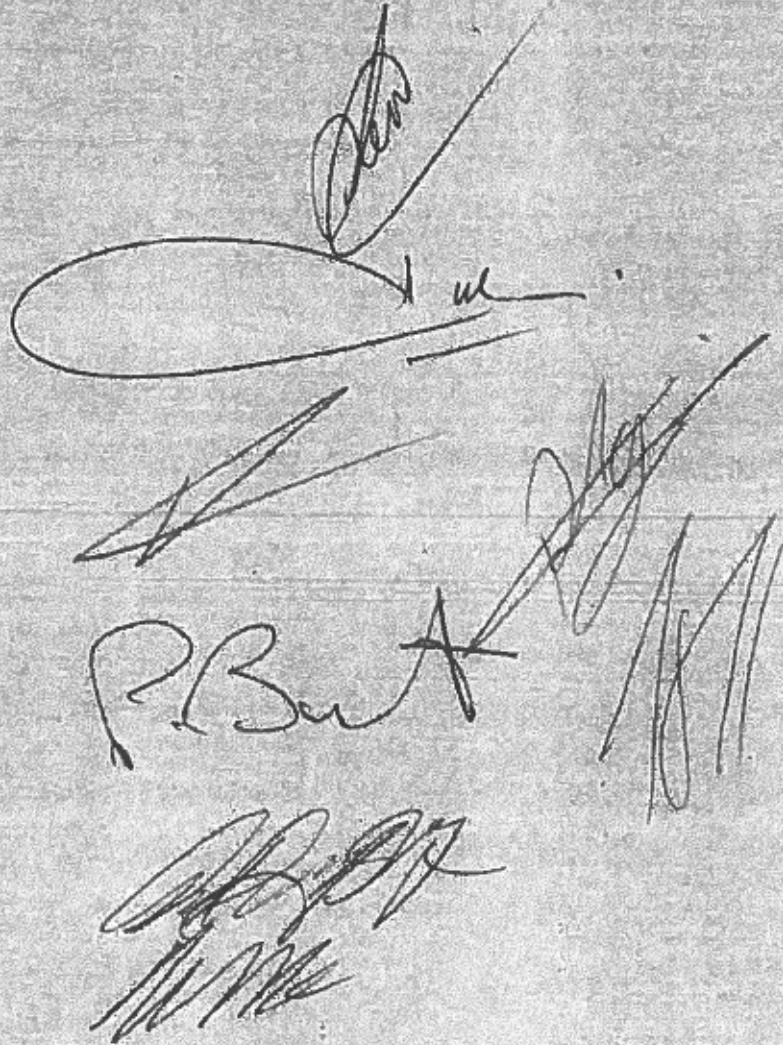
IN VIEW of the foregoing payment, The Creditor Bank now waives all rights arising in its favour from the four (4) hereunder listed hypothecary inscriptions, all registered in Volume "I" of the Malta Public Registry with the hereunder mentioned progressive numbers of inscription, all operative against The Vendor Company and arising against it from the four hereunder mentioned deeds in the records of Notary Doctor John Gambin, which waiver is being made insofar as these rights affect only the property sold hereon is concerned and which rights are to remain fully firm, valid and operative over The Vendor Company's remaining property. The said hypothecary inscriptions are the following:-

- (1) four thousand, one hundred and ninety two of the year two thousand and five (4192/2005) arising from a deed in the records of Notary Doctor John Gambin of the second (2nd) day of March of the said year, the year two thousand and five (2005);
- (2) four thousand, one hundred and ninety seven of the year two thousand and five (4197/2005) arising from a deed in the records of Notary Doctor John Gambin of the second (2nd) day of March of the said year, the year two thousand and five (2005);
- (3) six thousand, four hundred and thirty two of the year two thousand and six (6432/2006) arising from a deed in the records of Notary Doctor John Gambin of the thirtieth (30th) day of March of the said year, the year two thousand and six (2006);
- (4) six thousand, four hundred and thirty three of the year two thousand and six (6434/2006) arising from a deed in the records of Notary Doctor John Gambin of the thirtieth (30th) day of March of the said year, the year two thousand and six (2006);
- (5) two hundred and thirty three of the year two thousand and seven (233/2007) arising from a deed in the records of

NOTARY ANTHONY GRECH TRAPANI

Notary Doctor John Gambin of the twenty ninth (29th) day of December of the year two thousand and six (2006).

DONE, read and published after due explanation in terms of law in Malta, Valletta, Triq il-Merkanti, at number thirty two (32), without witnesses in terms of Law.



The block contains several handwritten signatures and initials. At the top, there is a signature that appears to be 'John Gambin' with a large circular flourish underneath. Below this, there are several other signatures, including one that looks like 'P. But' and another that is more stylized. There are also some initials and scribbles scattered around.



Inland Revenue Department

Capital Transfer Duty

Receipt No.: 291744

Date: 04/12/2008

Registration No:

Received from: ARMA HOLDINGS LTD
RYANS IRISH PUB
WIED GHOMOR
SAN GILJAN

Amount: Seven Thousand Four Hundred Fifty Four Euros only

PROMISE OF SALE
DR A GRECH TRAPANI

Duty on Documents		€
General		7,454.00
Inter Vivos		
Causa Mortis		
Interest		
Additional Duty		
General		
Inter Vivos		
Causa Mortis		
Other		
Penalty		
Miscellaneous		
Total	€	7,454.00

180

Type of Payment: LOCAL CHEQUE
Draft / Cheque No.: 000887
Bank Name: HSBC
Amount €: 7,454.00

Security Number: 0057558134

Note: Validity is subject to bank clearance.

AYOJINE BORG
Commissioner of Inland Revenue

**Inland Revenue Division**

Capital Transfer Duty Department

Notifika ta' Kunvenju
Promise of Sale Notification**181**46, Merchants Street, Valletta
Tel: 21220481

Sur / Sinjura / Sinjorina

Mr / Mrs / Miss

GRECH TRAPANI ANTHONY

WARD U ZAHAR

TRIQ SIR HENRY BOUVERIE

GZIRA GZR 05

Kunvenju Numru
Promise of Sale No.

PS200807729

Data 05/12/2008
Date

POS PIN:

z334342

We hereby confirm that we have been notified of the promise of sale agreement entered into by R J C CATERERS LTD and ARMA HOLDINGS LTD, in the presence of witness GRECH TRAPANI ANTHONY regarding the transfer of property 'RYANS IRISH PUB' 3, TRIQ WIED GHOMOR, SPINOLA, SAN GILJAN, dated 28/11/2008.

The promise of sale is valid up to 31/01/2009. The value of the sale is €745,400.00, and duty of €7,454.00 has already been provisionally paid (ref: 291744).

Please retain this letter of notification.

Għall-Kummissarju tat-Taxxi Interni
f/Commissioner of Inland Revenue

UFFICCJU TAT-TAXXI INTERNI
Dipartiment tal-Capital Transfer Duty

46, Triq il-Merkanti, Valletta



OFFICE OF INLAND REVENUE
Capital Transfer Duty Department

46, Merchants Street, Valletta

SCHEDULE

INTER VIVOS

Rule 2

"FIRST SCHEDULE"

NOTICE OF AN INTER VIVOS TRANSFER OF IMMOVABLE PROPERTY TO BE GIVEN IN TERMS OF THE DUTY ON DOCUMENTS AND TRANSFERS ACT AND THE INCOME TAX ACTS

This form must be completed by the Notary publishing the deed of transfer and must be filed by the Notary in triplicate within 15 working days from the date of the transfer.

Continuation sheets are to be added as necessary.

SECTION A - PARTICULARS OF THE PARTIES					
<i>In the case of non-resident individuals who are not registered for income tax purposes, state the passport number and the country of issue. In the case of non-resident legal persons that are not registered for income tax purposes, give any available identification details.</i>					
	Name	Surname	Address	I.D. / income tax registration number	Telephone or mobile number
Transferor/s	R.J.C. Caterers Limited		691 St. Joseph High Street Hamrun.	C.10552	
Transferee/s	Arma Holdings Limited		Ryans Irish Pub Wied l-Ghomor San Olljan	C.44622	

DDT 1



SECTION B - INFORMATION ABOUT THE TRANSFER

Date of deed

29th. January 2009

Description of the property. (1) the commercial premises, numbered three (3), designated "Ryans", formerly designated "Lines", in Triq Wied Ghomor, Spinola, San Giljan, excluding the overlying tenement named "Le Dauphin", formerly "Bella Romagna" belonging to third parties; (2) a divided part of the room at the rear end of the above-mentioned tenement designated "Ryans" at number three (3), Triq Wied Ghomor, Spinola, San Giljan, described in the previous paragraph, shown shaded in red on the block plan indicated in the deed where it is marked document letter "B", having a superficial area of circa sixty one point three four two square metres (61.342m²), which room overlies and underlies property of the company "Sullsport Limited", is on the same level as the aforesaid premises named "Ryans" and is today totally incorporated in the said property and (3) the one-storey tenement numbered three letter 'B' (3B), without its overlying air-space, in Triq Wied Ghomor, San Giljan;

Type of transfer*In the case of mixed transfers, mark all applicable boxes*

Sale	X	Emphyteutical concession		Donation		Exchange	
Assignment on Partition		Datio in solutum		Other (specify)			

The manner in which the property was acquired*In the case of mixed acquisitions, mark all applicable boxes*

Purchase	X	Emphyteutical concession		Donation		Exchange	
Inheritance		Assignment on Partition		Other (specify)			

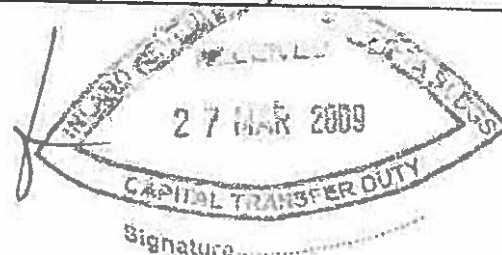
Name of Broker

I.D./I.T. Number

SECTION C
DUTY ON DOCUMENTS AND OTHER TRANSFERS (DDTA)**Exemptions and relief**

A transfer from one company to another that qualifies for the intra-group exemption under art. 43 DDTA	
An assignment that is exempt in terms of art. 32(1) DDTA	
A partition of inherited property that is exempt in terms of art. 32(5) DDTA	
A transfer that is exempt from duty for reasons other than those mentioned above Specify grounds for exemption:-	
A transfer that qualifies for relief from duty under art. 32(4) DDTA	

Dutiable value of property	€745,400
Amount of duty payable	€37,270 - €7454 = €29,816
P.S. Number	200807729



SECTION D
TAX PAYABLE UNDER THE INCOME TAX ACT

Name of Transferor	Final Tax at 12%	Final Tax at 7%	Provisional tax	Total
R.J.C. Caterers Limited				€89446
Property sold acquired more than 5 years ago	€89446			
Total				€89446

SECTION E
BANK DRAFT/CHEQUE DETAILS

Tax/Duty payable under:-	BANK	BANK DRAFT/CHEQUE NUMBER
Duty on Documents and Transfers Act	BOJ	4608
Income Tax Act	HSBC	018698

NAME OF NOTARY **Not. Dr. Anthony Grech Trapani LL.D.**

SIGNATURE OF NOTARY 

FOR OFFICIAL USE

Provisional C.G.T. Paid: Lm _____	Duty on Documents: Lm _____
Final Withholding Tax: Lm _____	Provisional Duty: Lm _____
Receipt No/s _____	Total: Lm _____
_____	Receipt No/s _____
_____	_____
_____	_____
Date of Receipt/s _____	Date of Receipt/s _____
Receiving Officer _____	Receiving Officer _____

The Inland Revenue Department uses the information provided, to process this form in accordance with the Income Tax Acts and subsidiary legislation. We may check information provided by you, or information about you provided by a third party, with other information held by us. We will not disclose information about you to anyone outside the Inland Revenue Department unless permitted by law. The Inland Revenue Department treats your personal information in accordance with the Data Protection Act 2001 (Cap 440) to protect your privacy. Any queries may be addressed to The Data Controller, Inland Revenue Department, Floriana, CMR 03.



Perit Alistair Avallone BE&A(Hons.), A&CE			
9/11, Triq Santa Marija, Tarxien TXN1700			
VAT MT 2028 6026	7906 1754	avallonealistair@peritavallone.com	
ATTI TAS-SUBBASTA 21/24			
FL-ISMJJIET	INTEGRATED ELECTRONICS LTD vs ARMA HOLDINGS LTD		
DRITT	RATA (€)	NUMRU	TOTAL (€)
Valutazzjoni – Suq miftuh	Tariff K para 6(b)	2,900,000	8,708.85
Opinjoniijiet – Punti Trattati	116.47		0.00
Opinjoniijiet – Danni/Kumpens	232.94		0.00
Stima ta' Xogholijiet	0.05		0.00
Stima ta' Xogholijiet	0.02		0.00
TOTAL DRITTIJET			8,708.85
SPEJJEZ	RATA (€)	NUMRU	TOTAL (€)
Access	32.00	1	32.00
Seduti	24.00		0.00
Pjanta A4	58.23		0.00
Pjanta A3	116.47	5	582.35
Pjanta A2	232.94		0.00
Pjanta A1	465.88		0.00
Trasport	6.99	1	6.99
Typing Relazzjoni	0.70	14	9.80
Kopji	0.23	57	13.11
Ritratti	1.40	48	67.20
Traskrizzjoni Verbali	0.70		0.00
Notifiki	1.16	2	2.32
Posta Registrata (Rcevuta annessa)	2.80		0.00
Xiri ta' Land Registry Site Plan (Rcevuta annessa)	6.00	1	6.00
TOTAL SPEJJEZ			713.77
TOTAL DRITT U SPEJJEZ			9,422.62