

56

Fil-Prim Awla' tal-Qorti Ċivili



Fl-Atti tal-Bejgħ bl-Irkant Nru. 11/22

Mario Aquilina

vs

Carmel sive Charles James Schembri et.

Relazzjoni tal-Perit Tekniku

Perit Philip Mifsud

Relazzjoni tal-Perit Philip Mifsud.

Jesponi bir-rispett: -

Illi permess ta' digriet ta' din l-Onorabbi Qorti mogħti nhar 28 t'April 2022, huwa ġie nnominat sabiex jagħmel deskrizzjoni u valutazzjoni tal-fond li jgħib l-indirizz ta' Appartament Numru 32, 'Oakhill Apartments' Triq il-Kullegg l-Antik kantuniera ma Triq il-Markis Scicluna San Ĝiljan.

Illi huwa ġabar il-proċess relattiv mill-Onorabbi Qorti Ċivili u ħa konjezzjoni tad-dokumenti fl-istess proċess kif ukoll tal-artikoli 308 u 310 tal-Kodiċi ta' Organizzazzjoni u Proċedura Ċivili.

Illi sabiex jaqdi l-inkarigu li - mogħti, il-perit sottofirmat żamm diversi aċċessi fuq il-post kif ġej: -

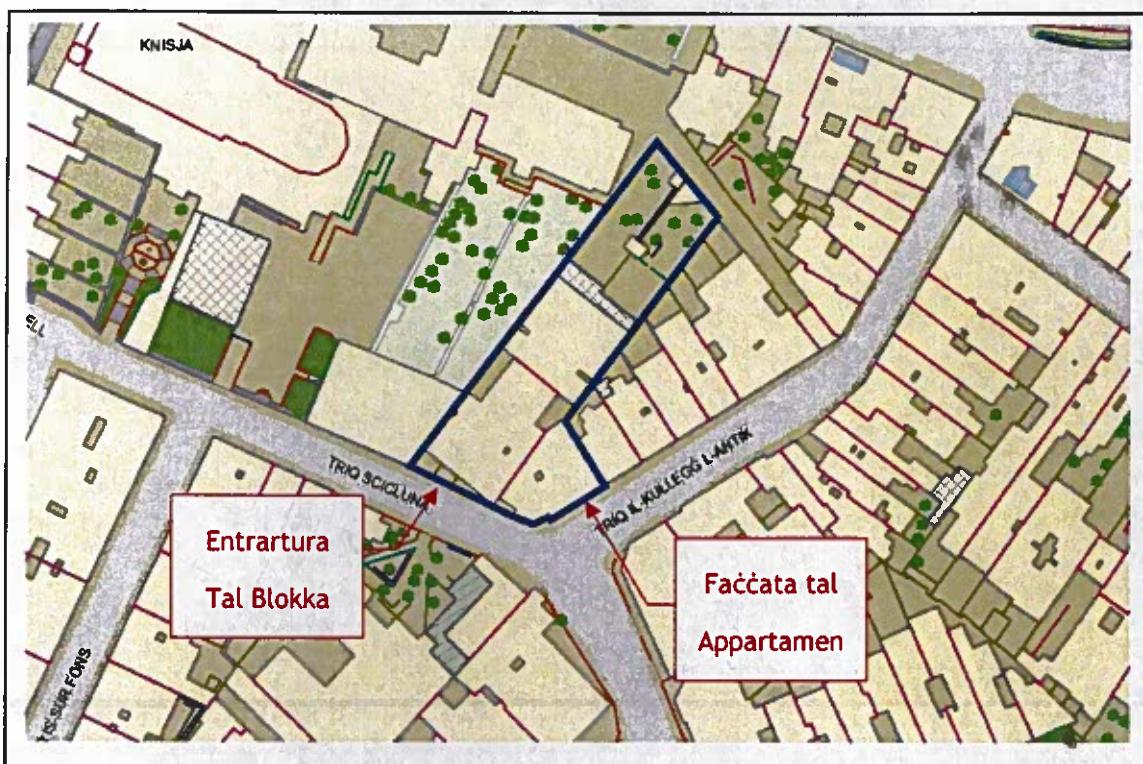
<u>Data u Hin</u>	<u>Komunikazzjoni</u>	<u>Rizultat</u>
Il-Ġimgħa 24 ta' Ĝunju 2022 fl-10:00 am	Kopja ta' posta registrata annessa f'Dok PM 1	Ma fetaħ hadd
L-Erbgħa 6 ta' Lulju 2022 fil-11:30 am	Kopja ta' posta registrata annessa f'Dok PM 2a-2b	Ma fetaħ hadd

It-Tlieta 8 ta' Novembru 2022 fid-9:00 am	B'digriet maħruġ mill-Qorti nhar it-12 ta' Ottubru 2022, ġie awtorizzat aċċess bi żgass u għaldaqstant id-data tal-aċċess ġiet iffissata u kkomunikata lil-partijiet mill-Qorti.	l-aċċess ma sarx għaliex ġie sospiż permezz ta' digriet tal-Qorti datat 7 ta' Novembru 2022
It-Tlieta 31 ta' Jannar 2023 fil-11:30 am	Kopja ta' posta registrata annessa f'Dok PM 3a-3b.	Ma fetaħ ħadd
Il-Ħamis 25 ta' Mejju 2023 fid-9:30 am	B'digriet maħruġ mill-Qorti nhar il-5 t'April 2023, reġa ġie awtorizzat aċċess bi żgass u għaldaqstant id-data tal-aċċess ġiet iffissata u kkomunikata lil-partijiet mill-Qorti.	l-aċċess sar wara li seħħi l-iżgass

Preżenti għall-aċċess tal-25 ta'Mejju 2023 kien hemm ir-rikonent Mario Aquilina mhux assistit. Kien hemm ukoll żewġ mastrudaxxi li ħadu ħsieb l-iżgass. L-aċċess sar fil-preżenza ta' żewġ marixxalli tal-Qorti kif ukoll ta' pulizija.

Preliminari

Il-fond soġgett għal dan l-inkarigu jifforma parti minn blokka ta' appartamenti pjuttost kbira. Din il-blokka hi sitwita fil-kantuniera bejn Triq Scicluna u Triq il-Kulleġġ l-Antik. Il-blokka hi mmarkata bil-kulur blu fuq il-pjanta tas-sit hawn riprodotta u li ġiet estratta mill-informazzjoni digitali pprovduta mill-Awtorita tal-Ippjanar.



Il-Blokka qed tīgi murija wkoll fuq Ritratt Nru 1 anness. (Ir-ritratti kolla li qed issir referenza għalihom f'dan ir-apport jinsabu annessi f'Dok PM 4a - PM 4h). Hekk kif jidher fuq il-pjanta tas-sit kif ukoll fuq Ritratt Nru 1, l-appartament in diżamina għandu faċċata għal fuq Triq il-Kullegg l-Antik filwaqt li l-entratura tal-blokka tinsab sitwita fi Triq Scicluna. Dan qed jingħad għal fini ta' kjarifika fir-riġward tal-indirizz tal-fond. Fl-opinjoni umli tas-sottofirmat, l-indirizz korrett tal-fond in diżamina hu dan li ġej: Appartament Nru 32 'Oakhill Apartments' Triq Scicluna San Ġiljan. Dan għaliex l-entratura tinsab fuq Triq Scicluna u mhux fuq Triq il-Kullegg l-Antik. L-entratura tal-blokka tidher b'mod aħjar f'Ritratt Nru 2.

Deskrizzjoni tal-Fond

Il-fond su riferut jinsab sitwit fit-tielet sular tal-binja (*third floor level*). L-appartament jintlaħaq minn parti centrali fil-blokk li tagħti access għal appartamenti kollha u li tinkludi taraġ u żewġ liftijiet. L-Entratura principali tidher f'ritratt Nru 3. Il-bieb principali tal-appartament jidher f'ritratt Nru 4.

Il-fond jikkonsisti f'appartament li hu īnfra akbar mil-qies ta' appartament ordinarju. L-appartament mhux qed jintuża. B'mod generali, għalkemm l-appartament hu appaltat, mhux mgħammar bl-għamara li hemm bżonn sabiex jirrendu residenza abitabbi. Il-ftit għamara li hemm tikkonsisti fil-kċina u xi kamra tas-sodda. Il-kċina qatt ma ntużat, filwaqt li l-għamara l-oħra għadha nofsha immuntata. Jidher b'mod ċar li xi żmien ilu kien għaddej process sabiex jirrendi dan l-appartament abitabbi, liema process waqaf ġesrem.

Skizz approssimattiv tal-pröppietà in diżamina qed jiġi anness (Dok PM 5).

I-akkomodazzjoni tal-fond tikkonsisti fis-segwenti:

- Intrata mdaqqa iż-żda ta' forma irregolari u li tagħti access għal kumplament tar-residenza kemm fuq in-naħha tax-xellug kif ukoll fuq in-naħha tal-lemin.
- Fuq in-naħha tax-xellug hemm kuritur wiesgħa (Ritratt Nru 5) u kamra tal-banju (Ritratt Nru 6) segwita minn kamra tas-sodda kbira bl-għamara li ma

hiex kompluta (Ritratt Nru 7) u li għandha magħha kamra tal-banju *en-suite* (Ritratt Nru 8). L-istess kamra tas-sodda għandha gallarija għal fuq bitħa interna (Ritratt Nru 9). Din il-kamra tas-sodda hi segwita minn kċina (Ritratt Nru 10) u spazju kbir intenzjonat għal-kamra tal-ikel u salott (Ritratt Nru 11). Dan l-ispazju hu akkumpanjat minn gallarija kbira li tiġi fuq in-naħha ta' wara tal-propjetà u li taqbad (minn fuq propjetà ta' terzi) xi veduti tal-baħar u ta' San Ġiljan (Ritratt Nru 12).

- Fuq in-naħha tal-lemin hemm tlett ikmamar tas-sodda oħra, waħda minnhom b'kamra tal-banju *en-suite*. (Ara Ritratti Nru 13-16). Waħda minn dawn il-kmamar tas-sodda għanda gallarija għal fuq il-bitħa nterna ġia msemmija, filwaqt li t-tnejn l-oħra għandhom gallarija u terrazzin żgħir (Ritratt Nru 17) li jaġħtu għal fuq it-triq (Triq il-Kullegġġ l-Antik).

Kobor tal-Proprietà

Il-propjetà għandha kobor superficjali (*superficial gross footprint*) ta' mitejn u tmienja u sittin metru kwadru (268 m^2) li huma mqassmin kif gej:

- Akkomodazzjoni interna → ċirka 230 metru kwadru.
- Gallariji / spazji esterni → ċirka 38 metru kwadru.

L-ġħoli tal-binja hu ta' ċirka 2.85 m.

Approssimazjoni ta' kemm għandha żmien il-propjetà

Is-sottofirmat jaaprossimizza li dan il-fond ilu mibni għal madwar 30 sena.

Servizzi u Kundizzjoni tal-Binja

Għalkemm, kif digħi intqal, dan il-fond mhux qed jintuża, l-istess fond jinsab servut kemm bis-servizz tal-elettriku (Ritratt Nru 18) kif ukoll bis-servizz tal-ilma (Ritratt Nru 19).

Għalkemm il-binja mhux qed tintuża, b'mod ġenerali tinsab fi stat ta' manutenzjoni pjuttost tajjeb. Ma ġew innutati ebda ħsarat notevoli. Kulma ġew innutati huma xi ħsarat superficjali (Ritratt Nru 20).

Titlu, Piżijiet, kirjet u jeddijiet oħra sew reali kemm personali

Jidher li l-proprietà in diżamina ġiet mixtri ja permezz ta' kuntratt fl-atti tan-Nutar Clyde La Rosa datat 21 ta' Ġunju 1996 (kopja annessa f'Dok PM 6a-6j). Skont l-istess kuntratt, il-proprietà hi libera u franka u tinkludi magħha wieħed minn tmintax (1/18) sehem indiżżejj jiġi revedut skont in-numru ta'residenzi fil-blokka jekk dawn jiżdidedu għal aktar minn 18. Inkluz fil-bejgħ hemm id-dritt ta' użu ta' partin mill-bejgħ. Ma jirriżultax li l-proprietà hi mikrija.

Servitujiet favur jew kontra l-fond

L-appartament in diżamina jifforma parti minn blokka ta' appartamenti residenzjali u għaldaqstant igawdi u hu soġġett għal dawk is-servitujiet li normalment huma assoċjati ma' blokok residenzjali simili.

Kunsiderazzjonijiet ta' ippjanar, konformita mal-permessi tal-bini u regoli sanitarji

Il-blokka ta' appartamenti li l-fond in diżamina jifforma parti minnha hi soġġetta għal numru ta' permessi ta' žvilupp. L-aktar applikazzjoni għal žvilupp antika li ġiet intraċċata mis-sottofirmat iġġib in-numru ta' PB/5102/88. Bis-saħħħa tal-istess applikazzjoni, fi Frar 1991 ħareġ permess li kien iġib in-numru PB/309/91/5102/88 li iżda ġie kkanċellat wara li f'Jannar tas-sena 1992 ħareġ permess aktar riċenti li jgħid in-numru ta' PB/117/92/5102/88 (Kopja annessa f'Dok PM 7a-7għi). Is-sottofirmat jinnota li hemm differenzi sostanzjali fit-tqassim tal-pjanta meta jiġi mqabbel dak li hemm mibni ma dak li ġie approvat. Sussegwentement għal permess suċċitat, gew approvati permessi oħra, l-aktar relevanti fosthom huma :

- PA/03360/04 - fejn ġie approvat il-bini ta' penthouse fuq il-binja digà eżistenti.
- PA/06268/06 - fejn ġie emendat il-permess digħi approvat (PA/03360/04).
- PA/04485/07 - fejn ġie approvat il-bini ta' penthouse oħra.



- PA/04630/10 - fejn ġiet approvata l-estenzjoni tat-taraġ digà eżistenti sal-livell tal-bejt.

Minn eżami tal-permessi ikkwotati, is-sottofirmat irriżultalu dan li ġej :

- Il-blokka ta' appartamenti hi koperta b'numru ta' permessi ta' žvilupp. L-analiżi tal-blokka vis-a-vis dawn il-permessi jmur lil hinn mill-iskop ta' dan l-linkarigu.
- Il-partijiet komuni tal-blokka (entratura, taraġ u liftijiet) għalkemm ma ġewx mibnija skont il-permess originali, jidher li ġew sanzjonati bis-saħħha ta' permessi sussegwenti.
- L-appartament in diżamina hu kopert b'permess ta' žvilupp. Iżda it-tqassim intern tal-istess appartament mhuwiex skont kif approvat fil-permess originali. Is-sottofirmat ma sab l-ebda permess li jissanzjona dan it-tibdil fil-pjanta. Iżda minkejja dan, is-sottofirmat hu tal-opinjoni li t-tqassim eżistenti hu skont ir-regolamenti ta' ippjanar u dawk sanitarji kurrenti. Dan bl-eċċeżzjoni tal-kċina li mhijiex skont ir-regolamenti sanitarji kurrenti u għaldaqstant hemm il-ħtieġa, jew ta' alterazzjoni strutturali żgħira sabiex il-kċina tiġi konformi, jew ta' applikazzjoni ta' regolarizzazzjoni skont il-provedimenti ta' Legizlazzjoni Sussidarja 552.26 sabiex il-kċina tiġi regolarizzata. Altrimenti, applikazzjoni sempliċi ta' sanar għandha tkun biżżejjed sabiex it-tqassim intern jiġi approvat.

Minħabba l-fatt li l-proprjetà in diżamina tikkonsisti f'appartament li jinsab kemm fuq, kif ukoll taħt proprjetà ta' terzi, u li hu aċċessibbli minn komun użat minn residenti oħra tal-blokk, il-potenzjal tal-proprjetà huwa limitat għal użu eżistenti tagħha.

Użu Preženti u dikjarazzjoni dwar jekk il-fund hux abitat jew okkupat minn terzi

Kif digħi saret referenza, il-fond mhux abitat u lanqas ma jinsab fi stat abitabbi. Madanakollu, b'investiment mhux daqstant kbir, dan l-appartament facilment jista' jigi reż f'wieħed abitabbi.

Dokumenti pertinenti addizzjonal

- Pjanta tar-Reġistru Tal-Artijiet - Dok PM 8
- It-tmien Skeda - Dok PM 9
- Kopja tal-irċevuti: ~~Snejjez ta'~~ riċerka Awtoritā ta' l-Ippjanar u Arkivji Notarili - Dok PM 10a-10g

Stima

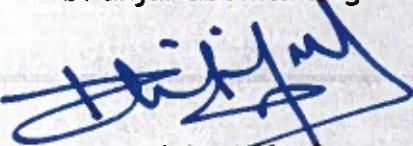
Wara li l-perit ħa nota tal-informazzjoni disponibbli, li tinkludi informazzjoni miġbura fl-aċċess flimkien ma' informazzjoni oħra relevanta, u wara kunsiderazzjonijiet ta' daqs, lokazzjoni, kundizzjoni u fatturi oħra li għandhom effett fuq il-proprietà, il-perit sottofirmat jistma l-valur fis-suq għal din il-propjeta ta' **Hames Mija u Hamsa u Sebghin Elf Ewro (€575,000)**.

66

Nota Finali

Dan ir-rapport huwa intiż sabiex jintuża strettament għall-għan li għaliex ġie ppreparat. L-istruttura tal-binja ġiet spezzjonata b'mod viživ bis. Salv dak rapportat, dan ir-rapport ma għandux jiġi interpretat li b'xi mod qed jikkonferma l-istabbilita' u/jew l-integrita' strutturali tal-binja.

Daqstant l-esponent għandu l-unur jissottometti għal interpretazzjoni u l-ġudizzju ta' din l-Onorabbi Qorti Ċivili u jiddikjara li fedelment qeda' l-inkarigu tili mgħotni bl-aħjar abbilità tiegħu u mingħajr konflitt ta' interess.


Perit Philip Mifsud

Illum 2 ta' Awwissu 2023

Illum... 2 ta' Awwissu 2023
 Ippreżentata mill-Perit Ph. Mifsud
 B/bla dok diveo dokumenti

Għażiex Pan
Għażiex ċitra
Dip Rz

Annessi:	Dok PM 1	Kopja ta' posta registrata (mhux datata).
	Dok PM 2a-2b	Kopja ta' posta registrata datata 27 ta' Ġunju 2022.
	Dok PM 3a-3b	Kopja ta' posta registrata datata 3 ta' Jannar 2023.
	Dok PM 4a-4h	Ritratti tal-proprietà.
	Dok PM 5	Skizz approssimattiv tal-proprietà.
	Dok PM 6a-6j	Kopja tal-kuntratt datat 21 ta' Ġunju 1996
	Dok PM 7a-7għi	Kopja ta' PB/117/92/5102/88.
	Dok PM 8	Pjanta tar-Reġistru tal-Artijiet
	Dok PM 9	It-Tmien Skeda
	Dok PM 10a-10g	Kopja tal-irċevuta - Spejjeż ta' riċerka Awtorità ta' l-Ippjanar u Arkivji Notarili.

Il-ġewwa	<u>05 ta' Ġunju 2024</u>
"Deher il-Part Legali / Tekniku"	<u>Philip Mifsud</u>
Li wara li ddikjara li tkalles i-ammont illi dovut, hal-ley/halfet li qedu/qdlet fedelment u onevestament l-Inkarigu mogħiġi illu/ha.	
 Deboni Registratur	

67



PMA ARCHITECTS

'Corner Place', No.2
Trik iz-Zaghira
Attard Malta(+356) 2148 2304
(+356) 7948 2304info@pmaperitl.com
www.pmaperitl.com

Carmel and Grace Schembri
No. 165, 'Schimps'
Trik San Anard
Tarxien

Fl-Atti tas-Subbasta Nru. 11/22

Stima tal-Proprietà – Appartement Nru. 32, 'Oakhill Apartments'
Trik il-Kullegg i-Antik San Ĝiljan

Sinjuri Schembri,

Inhom qed tiġu magħrrfa li l-Perit Philip Mifsud hawn taħt iffirmat ġie nkariġat mil-Qorti sablex jagħmel stima peritali tal-proprietà msemmija, jiġifieri l-appartament li jgħib l-indirizz Nru. 32, 'Oakhill apartments' Triq il-Kullegg i-Antik, San Ĝiljan.

Għaldaqstant, il-perit Mifsud ser ikun qed jispezzjona dan l-appartament nhar il-Ġimgħa 24 ta' Ĝunju fl-10:00am. Inhom mitluba sabiex tkunu preżenti u li tagħmlu l-arrangamenti kolla meħtieġa sabiex il-perit ikun jista jispezzjona l-appartament kollu. Importanti li jkolkhom iċ-ċwievet kawn tal-appartament, kif ukoll tal-kmamar kollha.

Inhom qed tiġu mitluba wkoll sabiex iġġibu magħkom dawk id-dokumenti kolha relevanti għal proprietà msemmija, inkluż iż-żda mhux limitatament, il-kuntratt tal-kiri tal-appartament (jekk kemm il-darba fil-preżent l-appartament hu mikri lil terzi).

PERIT PHILIP MIFSUD
PMA ARCHITECTS



Dok PM 2a



68

PMA ARCHITECTS

'Corner Place', No. 2
Trik Iz-Zaghfran
Attard Malta

(+356) 2146 2304

(+356) 7948 2304

info@pmaperiti.com

www.pmaperiti.com

27 ta' Ġunju 2022

Carmel u Grace Schembri
No. 165, 'Schimps'
Trik San Anard
Tarxien

Fl-Atti tas-Subbasta Nru. 11/22

Stima tal-Proprietà – Appartement Nru. 32, 'Oakhill Apartments'
Trik il-Kullegg I-Antik San Ĝiljan

It-Tieni Avviż

Sinjuri Schembri,

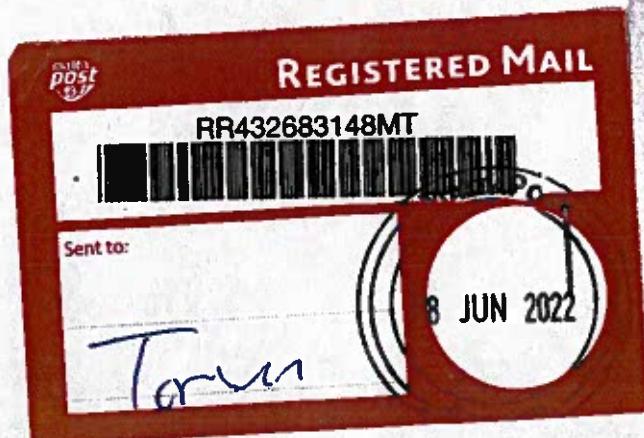
Inhom qed tiġu magħrrfa li l-Perit Philip Mifsud hawn taħt iffirmat ġie nkariġat mil-Qorti sabiex jagħmel stima peritali tal-proprietà msemmija, jidheri l-appartament li jgħib l-indirizz **Nru. 32, 'Oakhill apartments' Triq il-Kullegg I-Antik, San Ĝiljan.**

Għaldaqstant, il-perit Mifsud ser ikun qed jispezzjona dan l-appartament nhar **l-Erbgha 6 ta' Lulju 2022 fi-11:30am.** Inhom mitluba sabiex tkunu prezenti u li tagħmlu l-arrangamenti kolla meħtieġa sabiex il-perit ikun jista jispezzjona l-appartament kollu. Importanti li jkollkhom iċ-ċwievet komm tal-appartament, kif ukoll tal-kmamar kollha.

Inhom qed tiġu mitluba wkoll sabiex iġġibu magħkom dawk id-dokumenti kollha relevanti għal proprietà msemmija, inkluż iż-żda mhux limitatament, il-kuntratt tal-kiri tal-appartament (jekk kemm il-darba fil-preżent l-appartament hu mikri lil terzi).

Dan huwa it-tieni avviż u qed jintbagħha wara li l-ewwel appuntament ma ġiex onorat minn naħha tagħkom bla ma avżaġtu. Jekk dan it-tieni appuntament ma jiġix onorat, is-sottofirmat ma jkollux għażla hajr li jitlob li Qorti sabiex jinagħta aċċess biż-żgass.


PERIT PHILIP M. MIFSUD
PMA ARCHITECTS



15:03

MaltaPost p.l.c

PERSONAL (<http://www.maltapost.com/personal>) • BUSINESS (<http://www.maltapost.com/business>)
 BUSINESS SUPPORT SERVICES (<http://www.maltapost.com/business-support>)
 PHILATELIC (<http://www.maltapost.com/philatelic>)

69



Note: 'Date' and 'Time' relates to the date and time when the item was scanned and may differ from the actual date and time of the event.

Local Barcode **RR432683148MT**

Date	Time	Event	Location
04 July 2022	11:11:47	Item delivered/collected by recipient	SPO Tardien (Forest Stationery)
01 July 2022	09:22:17	Item arrived at collection point	SPO Tardien (Forest Stationery)
30 June 2022	10:28:10	Forward to	SPO Tardien (Forest Stationery)
30 June 2022	10:27:20	Item could not be processed further Reason: Addresses could not be reached Action: Customer notified	TZN 02
30 June 2022	08:18:42	Item scheduled for physical delivery	TZN 02
30 June 2022	08:18:41	Item handed over to the delivery operator	TZN 02
28 June 2022	22:10:48	Item departed from inbound mail sorting centre	Hil Tardien
28 June 2022	18:43:11	Item arrived at inbound mail sorting centre	Abjad (Post Office)
28 June 2022	10:53:47	Item created	Abjad (Post Office)

Contact Us (<http://www.maltapost.com/contact-us/home>) •
 Press Pack (<http://www.maltapost.com/media/press-pack/press-pack-2014.pdf>) •
 Customer service (<http://www.maltapost.com/customers-services/?id=1>) • Latest news (<http://www.maltapost.com/latest-news/?id=1>) •
 About us (<http://www.maltapost.com/about-us/?id=1>) • Investor Relations (<http://www.maltapost.com/investor-relations/?id=1>) •
 Vacancies (<http://www.maltapost.com/vacancies>) • Outlets (<http://www.maltapost.com/outlets/?id=1>) •
 Stamp (<http://www.maltapost.com/stamps/?id=1>)



© 2022 MaltaPost | All rights reserved

Terms and conditions (<http://www.maltapost.com/terms-and-conditions/?id=1>) • Privacy policy (<http://www.maltapost.com/privacy-policy/?id=1>) •

Designed by Abjad (Abjad (<http://www.abjad.com>)) Developed by Swift Post (<http://www.swiftpost.com>)

70



PMA ARCHITECTS

Corner Place No 2
Trik iz-Zaghrafan
Attard Malta

(+356) 2146 2304
(+356) 7946 2304
info@pmaperiti.com
www.pmaperiti.com

3 ta' Jannar 2023

Carmel u Grace Schembri
No. 165, 'Schimps'
Trik San Anard
Tarxien

Fl-Atti tas-Subbasta Nru. 11/22

Stima tal-Proprietà – Appartement Nru. 32, 'Oakhill Apartments'
Trik il-Kullegg I-Antik San Ĝiljan

It-Tielet Avviż

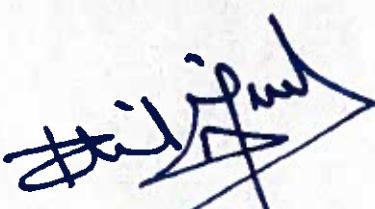
Sinjuri Schembri,

Inthom qed tiġu magħrrfa li l-Perit Philip Mifsud hawn taħt iffirmat ġie nkariġat mil-Qorti sabiex jagħmel stima peritali tal-proprietà msemmija, jiġifieri l-appartament li jgħib l-indirizz Nru. 32, 'Oakhill Apartments' Triq il-Kullegg I-Antik, San Ĝiljan.

Għaldaqstant, il-perit Mifsud ser ikun qed jispezzjona dan l-appartament nhar it-Tlieta 31 ta' Jannar fl-11:30am. Inthom mitluba sabiex tkunu preżenti u li tagħmlu l-arrangamenti kolla meħtieġa sabiex il-perit ikun jista jispezzjona l-appartament kollu. Importanti li jkollkhom iċ-ċwievet kerim tal-appartament, kif ukoll tal-kmamar kollha.

Inthom qed tiġu mitluba wkoll sabiex iġġibu magħkom dawk id-dokumenti kollha relevanti għal proprietà msemmija, inkluż iżda mhux limitatament, il-kuntratt tal-kiri tal-appartament (jekk kemm il-darba fil-preżent l-appartament hu mikri lil terzi).

Dan huwa it-tielet avviż u qed jintbagħha wara li l-ewwel żewt appuntamenti ma ġiex onorati minn naħha tagħkom. Jekk dan it-tielet appuntament ma jiġix onorat, is-sottofirmat ma jkollux għażla hajr li jitlob li Qorti sabiex jinagħta aċċess biż-ġass.


PERIT PHILIP MIFSUD
PMA ARCHITECTS



REGISTERED MAIL

RR427299505MT

Sent to:

Carine +
Grace Sciriha

JAN 2023



71

MaltaPost p.l.c.
1, Misrah Għarri Raile, Attard
Attard
Tel: (+356) 21224421
EXO No: EX0947
VAT No: MT15114134
TII No: ---

HTD000588S 06 Jan 2023 12:32:58
USER: ACHO33 CASH SALE L1 FENT
Contact Name: NA
Vat Number:

Sale Number: HTD00037588

Local Post

Weight:	0.20 kg
Quantity:	
Service:	Letter
Price:	2.87
Stamps Affixed:	N/A

Paid: E €2.87

Track & Trace Barcodes:
RR427299505MT

Grand Total: €2.87

Total Tendered:	5.00
Cash Tendered:	5.00

Change: €2.13

VAT Analysis €

Full	F 18%	0.00
Reduced	R 5%	0.00
Exempt	E 0%	2.87
Non-Vatable NV	0%	0.00

VAT Paid: €0.00



HTD00037588

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



Ritratt Nru. 1



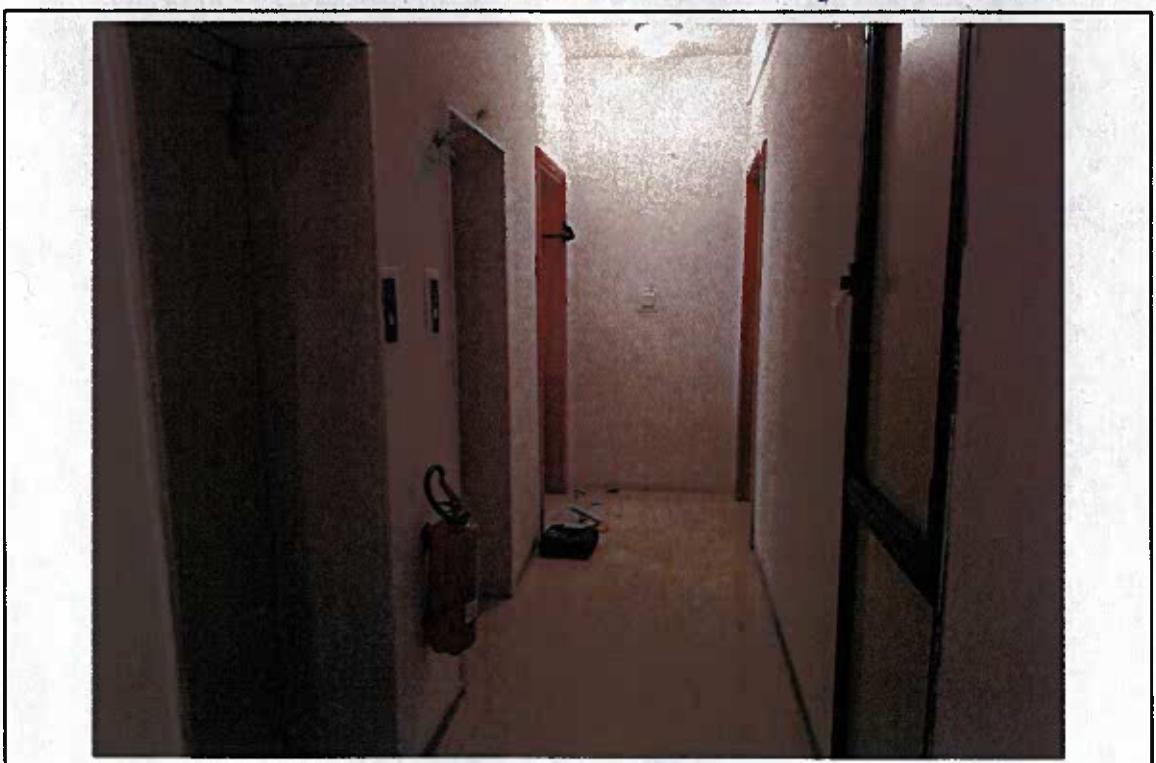
Ritratt Nru. 2

[Handwritten signature]

Dok PM 4b

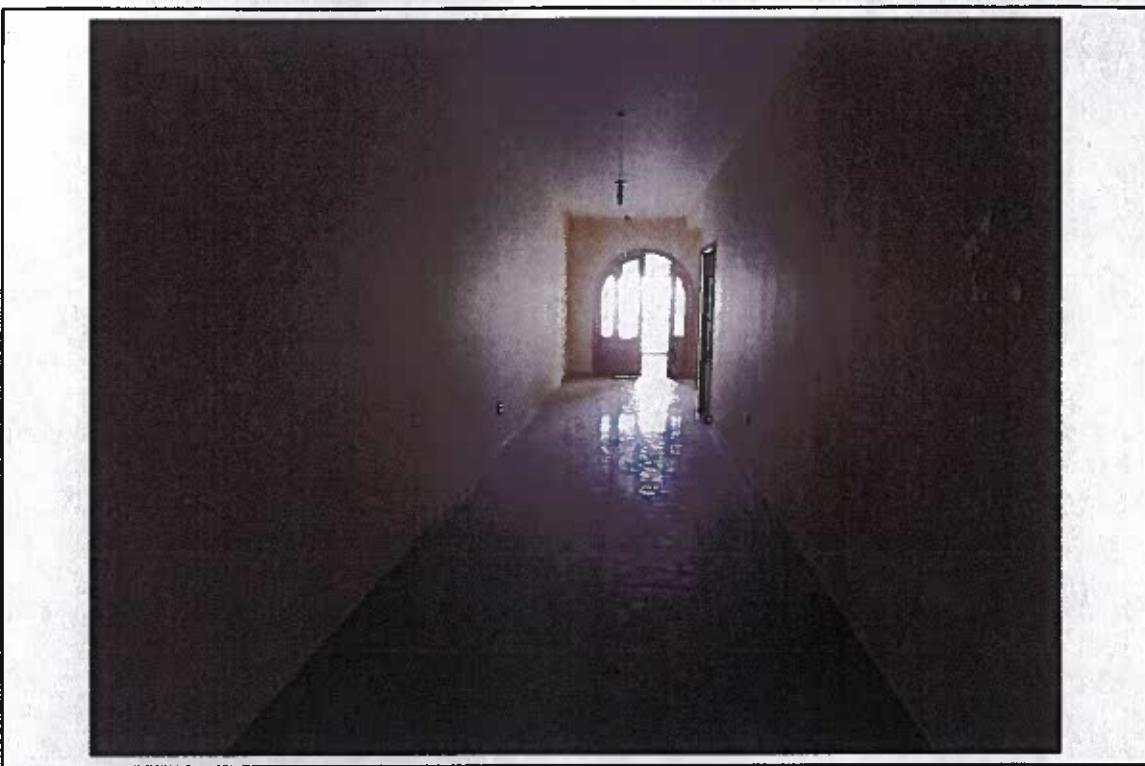


Ritratt Nru. 3



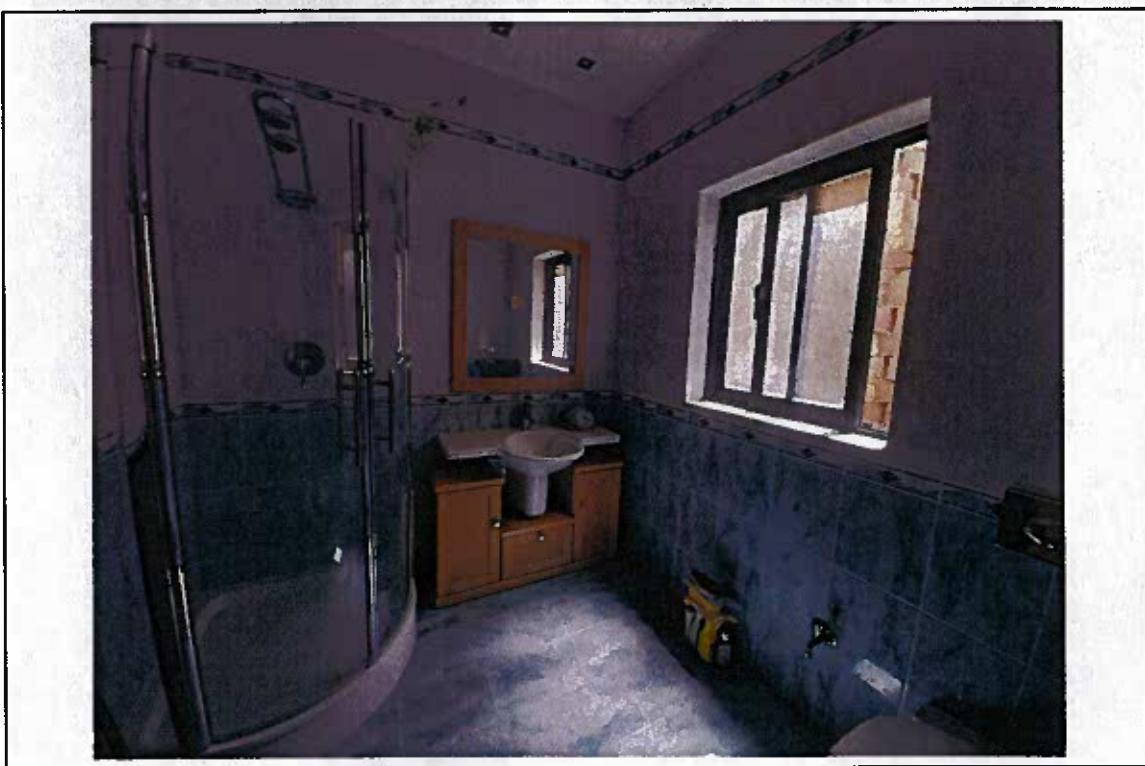
Ritratt Nru. 4

[Blue signature]



74

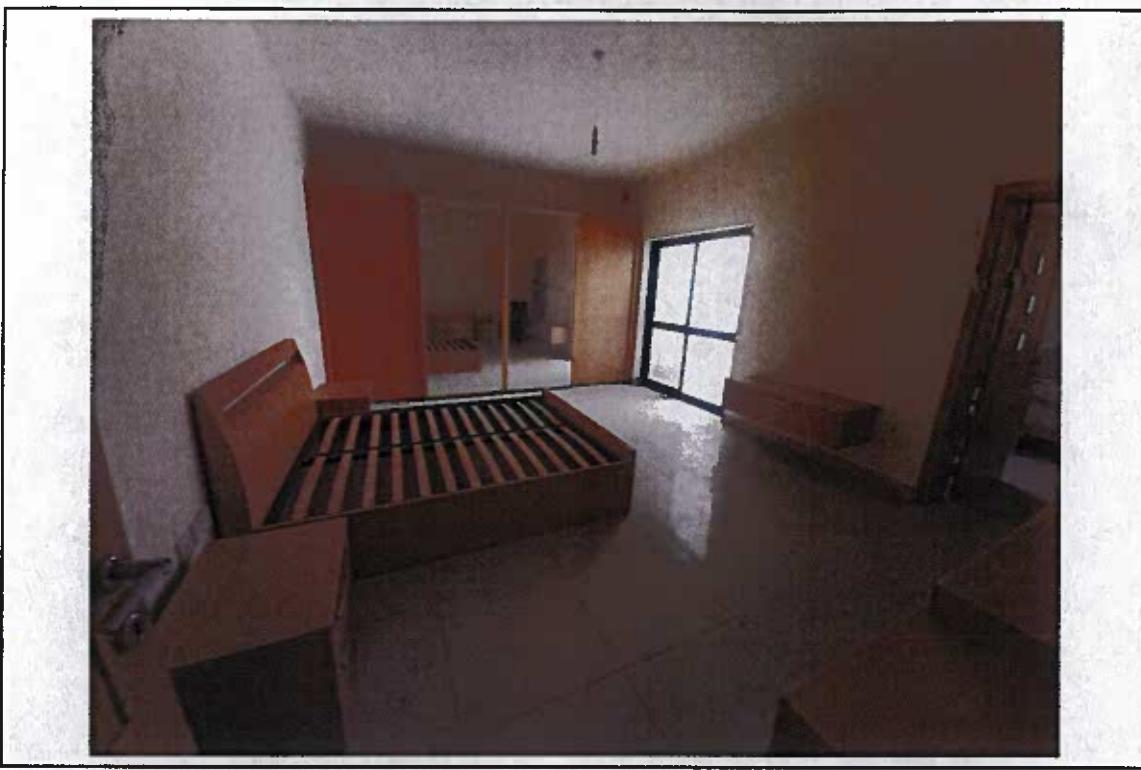
Ritratt Nru. 5



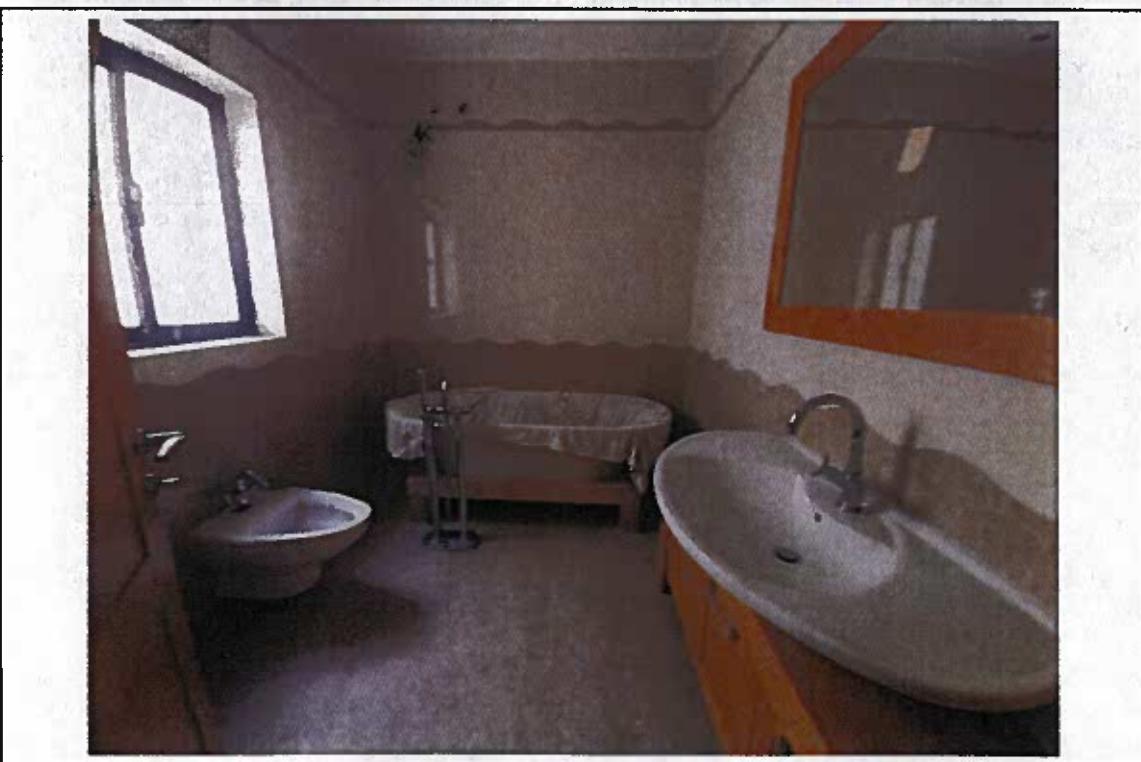
Ritratt Nru. 6

JM

75



Ritratt Nru. 7



Ritratt Nru. 8

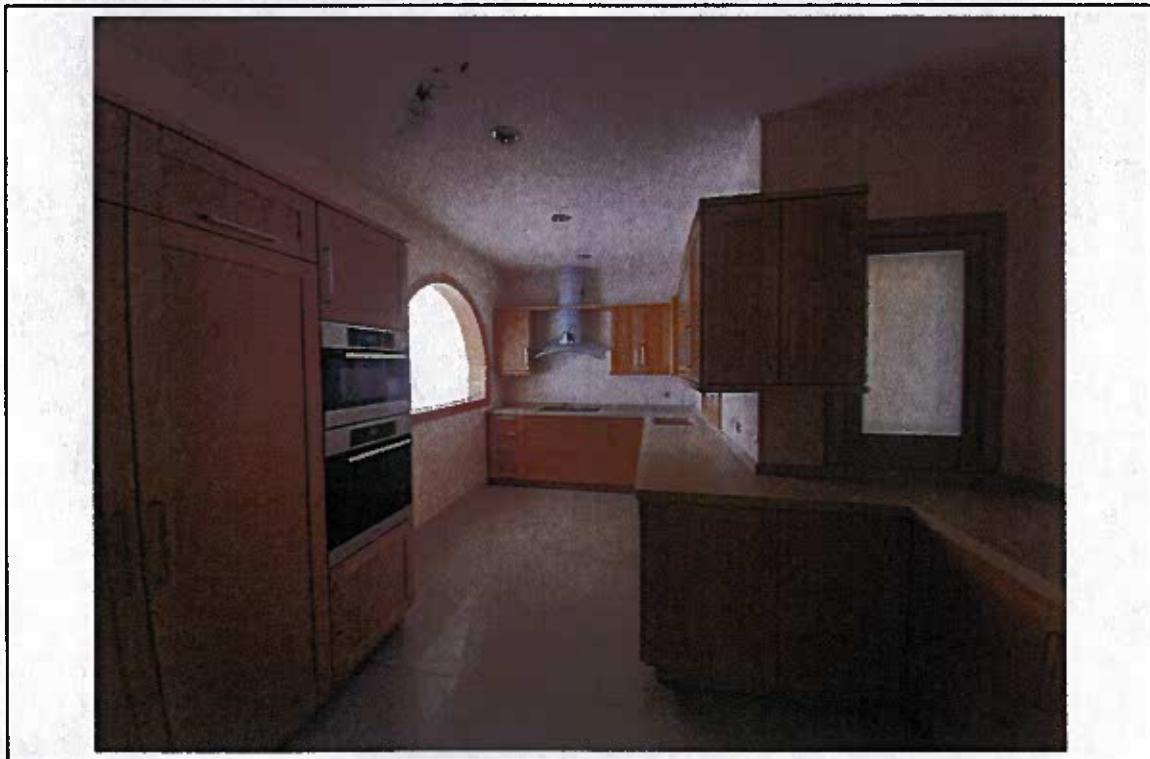
JK

Dok PM 4e

76



Ritratt Nru. 9

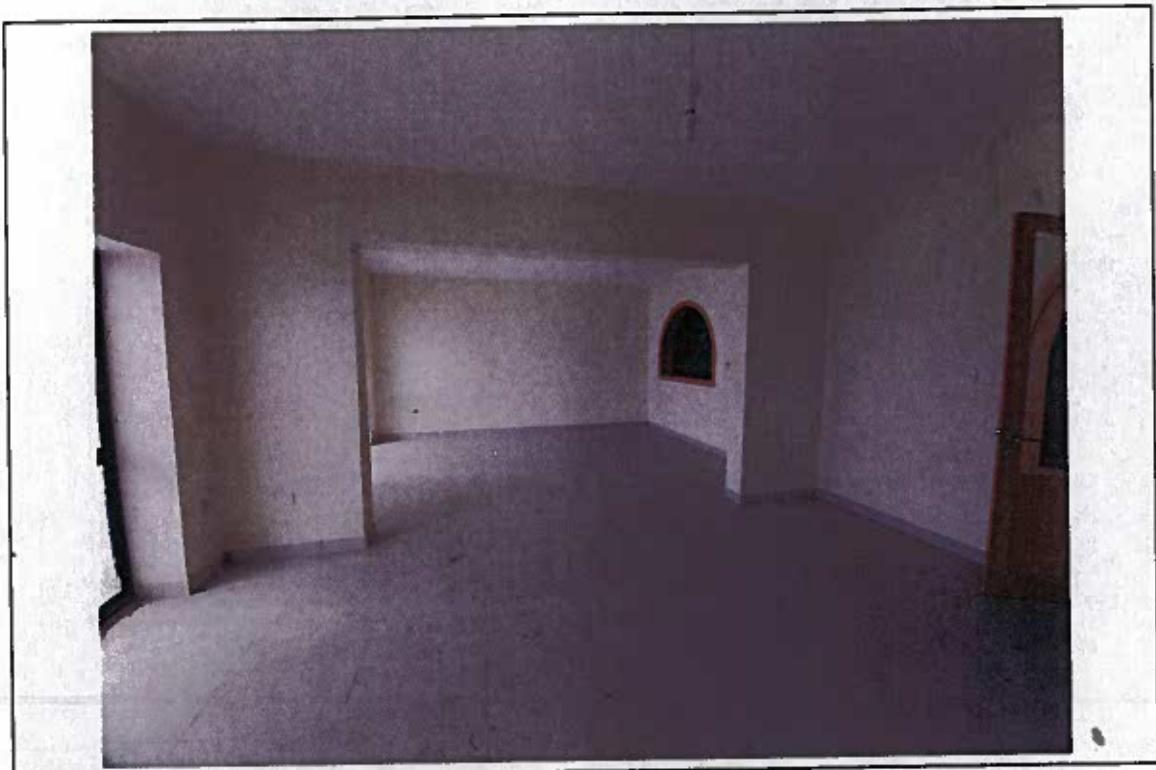


Ritratt Nru. 10

AT

Dok PM 4F

??



Ritratt Nru. 11



Ritratt Nru. 12

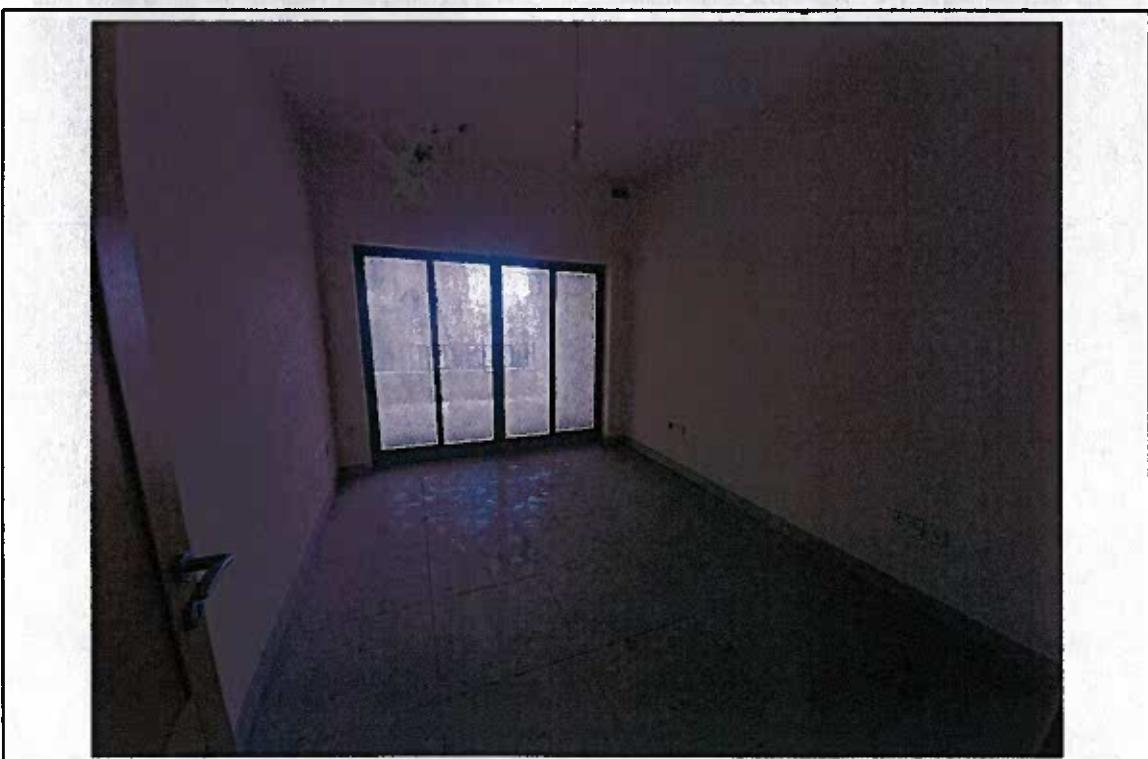
[Handwritten signature]

Dok PM 4g

78



Ritratt Nru. 13



Ritratt Nru. 14

AB

Dok PM 4g

79



Ritratt Nru. 15

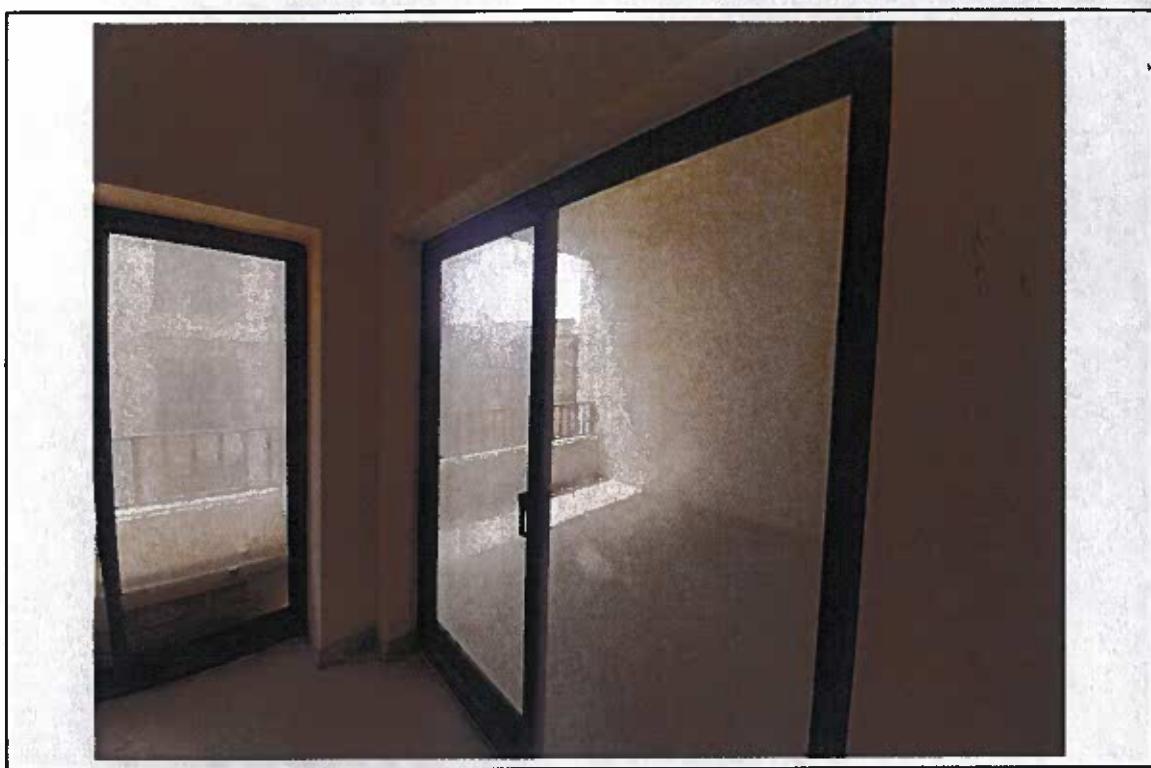


Ritratt Nru. 16

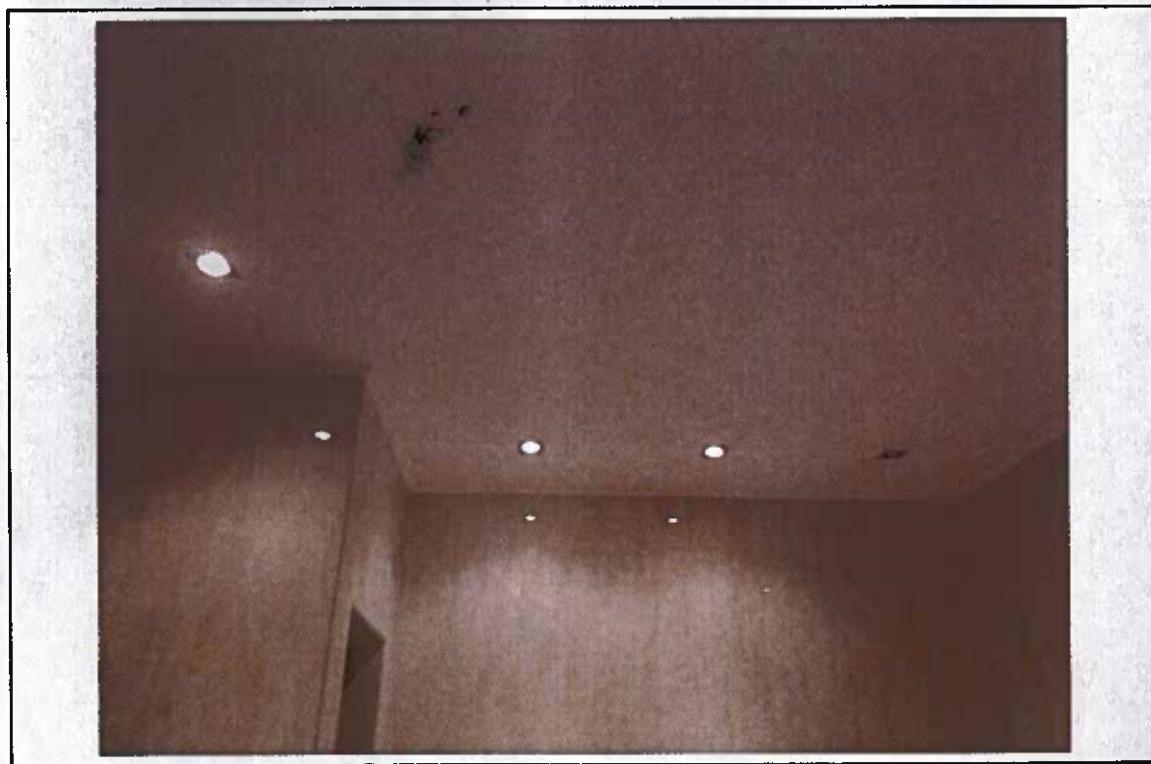
JH

Dok PM 4 g^t

80



Ritratt Nru. 17

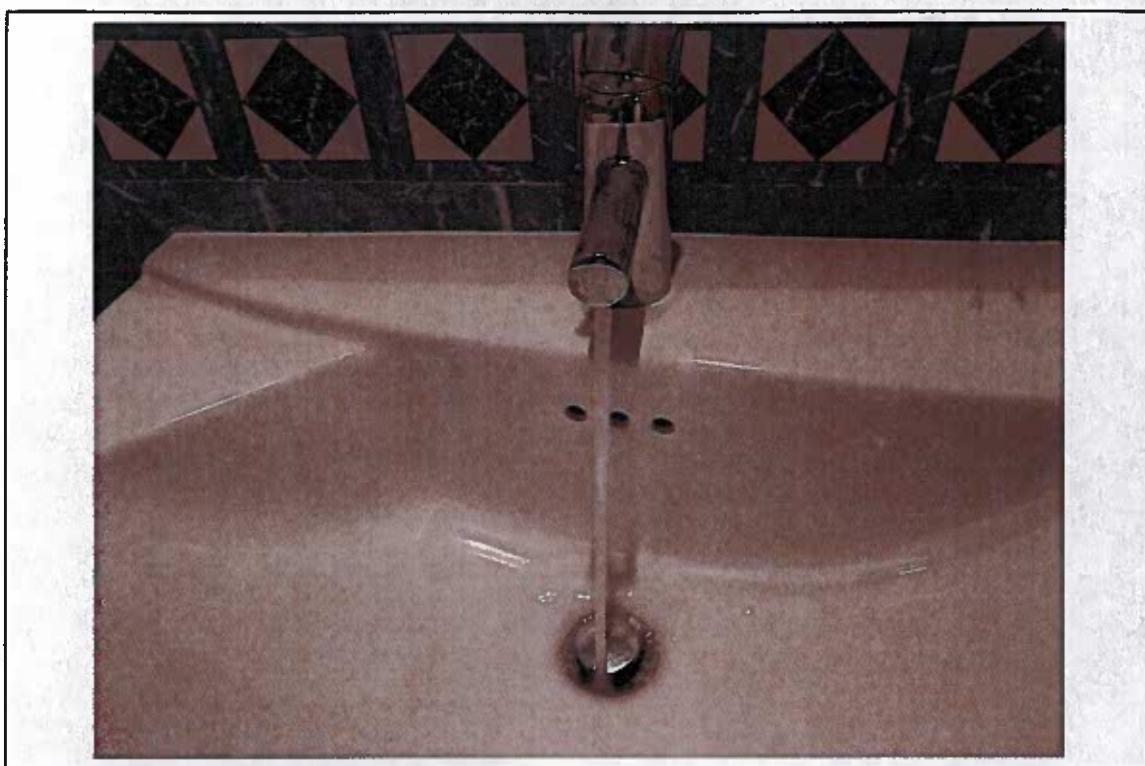


Ritratt Nru. 18

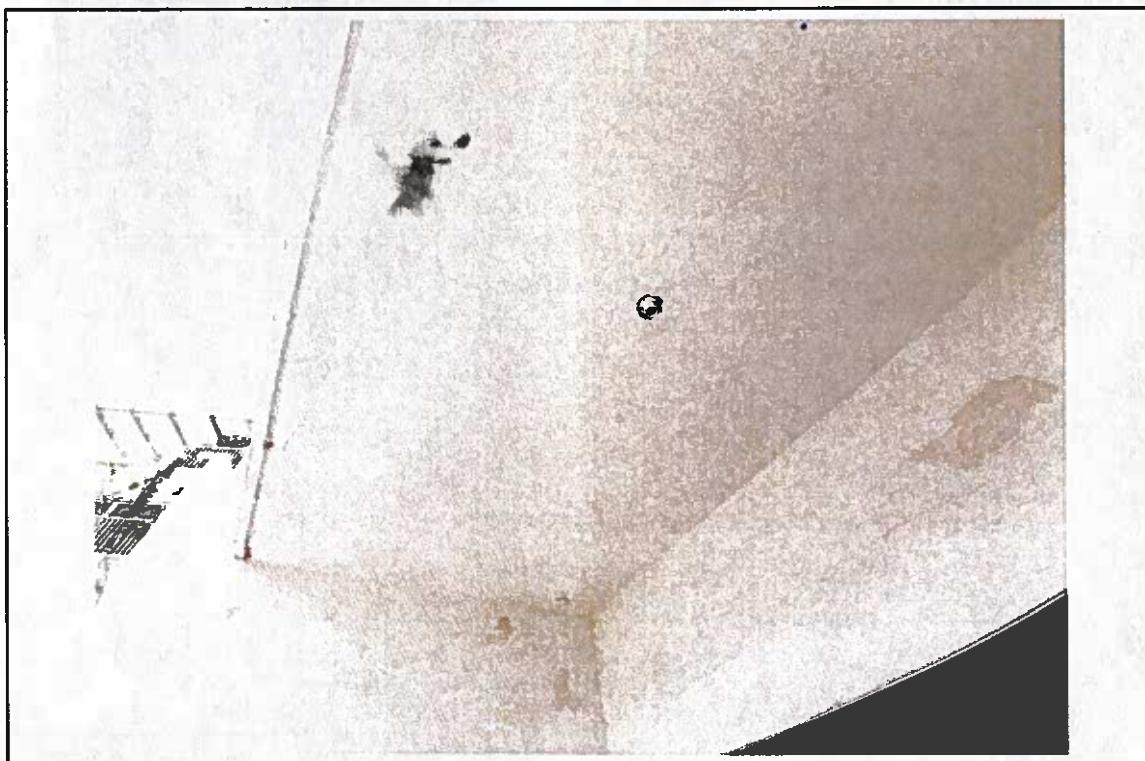
A.

Dok PM 4h

81



Ritratt Nru. 19



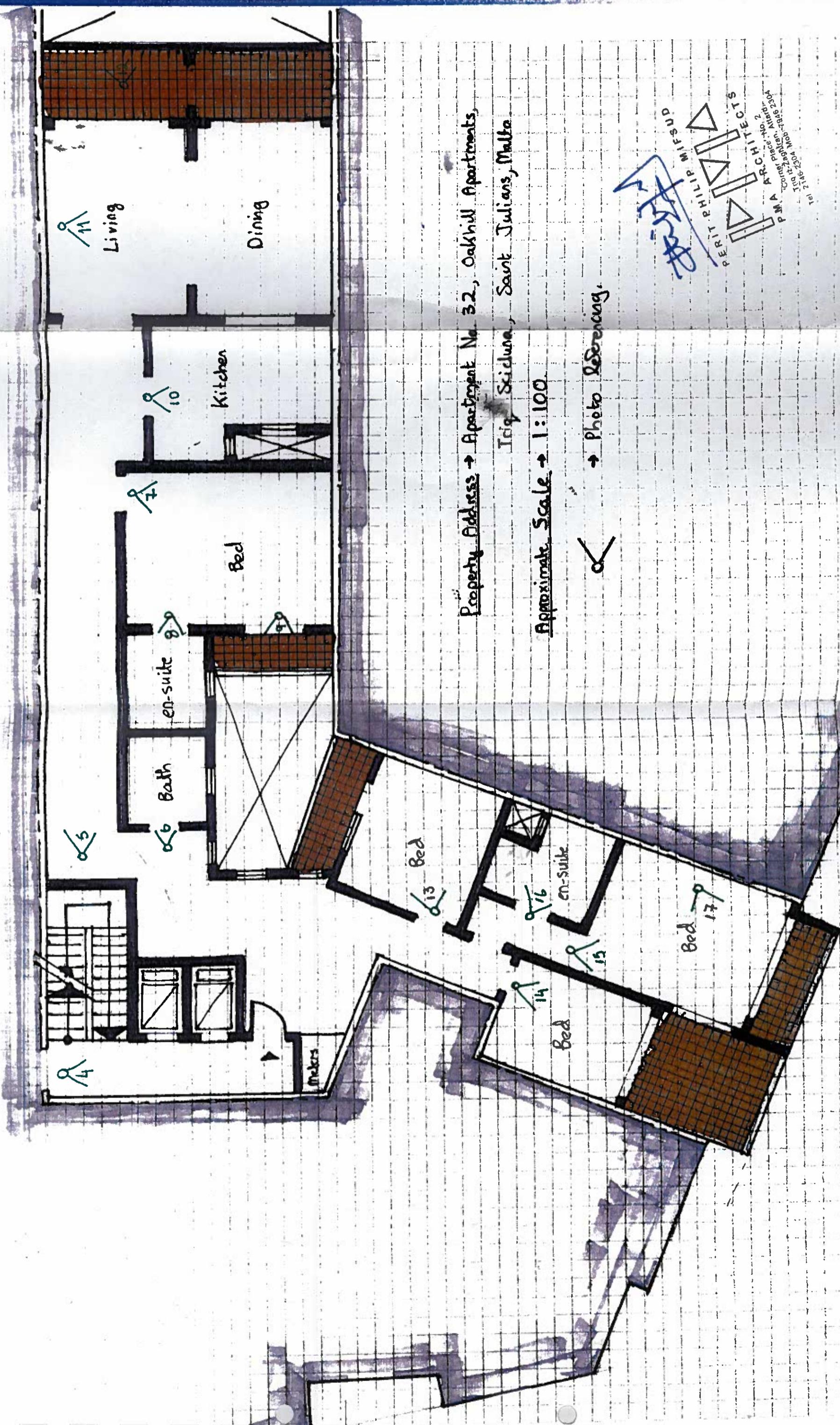
Ritratt Nru. 20

[Handwritten signature]



SCHILLER

28



COMMISSION
CLIENT & DATE

1425

①

Twenty first (21st) June
nineteen hundred and ninety
six (1996).

83

197

loan, Sale
and
Reduction.

Before me Doctor of Laws CLYDE LA ROSA, a Notary Public duly admitted and sworn have personally come and appeared:

Josephine Sant, a Bank official, an unmarried daughter of Bartolomeo Sant and Maria nee Bezzina, born in Pietà and residing at Planat, holder of the identity card number 315269(M) who appears on this deed for and on behalf of "LOHOMBUS BANK LIMITED" as duly authorised and is later on in this deed referred to as "the Bank".

Enrolled in the
Public Registry
on:

2/7/1996
(10,536/96)

Ins. Vol. I. No

10,248/96

Ins. Vol. I. No
(Bank)

10,247/96

Ins. Vol. R. No.

4,166/96

Joseph Schembri, a ~~parishes~~, a widower, a son of the late Salvatore Schembri and of the late Maria Assunta nee' Galea, born in Floriana and residing at forty three (43) Triq il-Conservatoru Floriana, holder of the identity card number 361621(M) and is later on in this deed referred to as "the surety".

Joseph Paul Portelli, a property administrator, a son of the late George Portelli and Rita nee' Azzopardi, born in and residing at Birkirkara,

1426

84

holder of the identity card number 154749(M) who is appearing on this deed for and on behalf of "CHURCHILL DEVELOPMENTS LIMITED" a limited liability company having its registered office at number three hundred and sixty three (363), Rue D'Argens, Gzira and this as duly authorised in virtue of the attached resolution marked as document letter "E" and is later on in this deed referred to as "the vendor Company".

The said Joseph Paul Portelli also appears on this deed for and on behalf of "GASAN PROPERTIES LIMITED" a limited liability Company having its registered office at "Il-Piazzetta", Tower Road, Sliema, and this as duly authorised in virtue of the attached resolution marked as document letter "F" and is later on in this deed referred to as "the creditor Company".

Identified by me the undersigned Notary by means of the official documents abovementioned.

In virtue of ~~the~~ this deed the Bank hereby grants on loan to the customers who accept the sum sixty two thousand Maltese liri (LM62,000), later on in this deed called "the loan", for the purpose of paying for the price of the property to be purchased later on in this deed and which sum the customers delegate the Bank which accepts to pay it to the vendor Company later on in this deed.

In warranty of the proper observance of the conditions of this deed and in particular of the repayment of the loan and the payment of interest accruing thereon as well as charges and disbursements made by the Bank the customers jointly and severally between themselves and jointly and severally with the surety hereby grant to the Bank which accepts a general hypothec over all their property both present and future, a

special hypothec over the hereunder described property situated at Sliema to be purchased later on in this deed and a special privilege competent to the Bank in terms of law over the said property situated at Sliema to be purchased later on in this deed and over and above such other security as may be mutually agreed from time to time.

Moreover the customer Carmel sive Charles Schembri hereby constitutes in favour of the Bank which accepts a special hypothec on his one sixth (1/6th) undivided share of the house named "Sckimps", being unnumbered in Triq San ~~Anard~~, at Tarxien described hereunder.

The surety in order to better guarantee the obligations undertaken by the customers on this deed hereby stands surety jointly and severally with the customers and hereby grants to the Bank which accepts a general hypothec over all his property both present and future and moreover constitutes a special hypothec over an undivided one half (1/2) share of the house named "Sckimps" being unnumbered in Triq San Anard, at Tarxien, built on a divided portion of land forming part of the territory known as "ta' Buleben" sive "ta' Landar" in the limits of Tarxien, which divided portion of land is marked as plot number thirty seven (37) on a plan attached to a deed in the records of Notary Doctor Anthony Gatt of the nineteenth (19th) September, nineteen hundred and seventy two (1972), and is bordered on the East by Triq San Anard at other times also known as Gudja Road, on the north by property of Emmanuel Abela or of his successors in title and on the South by property of Lawrence Cachia or of his successors in title, as subject the whole to the annual and perpetual groundrent of five Maltese liri (LM5).

The Bank and the customers hereby agree that the loan and the security therefor shall be regulated by such conditions including repayments as have been and/or shall be from time to time notified in writing by the Bank and accepted by the customers

1428

but the following shall be overriding conditions namely:

- a) the interest rates shall not exceed the maximum rate allowed by law and shall be reckoned on the amount due for balance of loan by the customers from time to time according to 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 to be deemed sufficient for this purpose) in the event of any of the above mentioned present or future conditions for the loan not being adhered to provided that the Bank shall grant the customers fifteen days from the date of filing of a judicial letter advising default and requesting regularisation of the deficiency.

It is furthermore agreed that all fees and expenses in connection with this deed are to be borne by the customers who further undertake to refund to the Bank all expenses including legal fees and administrative charges made for bringing up to date from time to time the researches into their liabilities and transfers as also for maintaining all the Bank's security in good order to the satisfaction of the Bank at its sole discretion from time to time.

Furthermore the customers authorise the Bank to make and/or to follow any application for registration which may be necessary with the Land Registrar and to obtain registration of the property, the subject of this deed, in case the said property is declared to be in a registration area or if the Bank deems necessary or convenient to do so and this at the expense of the customers. It is also agreed that the Bank reserves the right to retain the Land Certificate and Certificate of Hypothecation or the Cautionary Charge Certificate until the loan is fully repaid. The customers

1429

87

further authorise the Bank to deposit the said certificates at the Land Registry where they shall be held to the order of the Bank without whose consent they should not be withdrawn.

In the second part of this deed the vendor Company sells, transfers and conveys unto the purchasers who accept, purchase and acquire:-

- a) the apartment internally numbered thirty two (32), in its finished state of completion but excluding the bathrooms, situated at third (3rd) floor level, forming part of a block consisting of eighteen (18) apartments known as "Oakhill Apartments" and underlying car garaging spaces at basement level constructed on a site formerly occupied by the house with two (2) adjoining tennis courts known as "Aukland Club" and eventually as "Churchill Club", in Old College Street corner with Marquis Scicluna Street, in Saint Julians, having an unnumbered door in each street aforementioned and bounded the whole site on the North by property of the Carmelite Convent, on the West by Marquis Scicluna Street and on the South by Old College Street or more accurate boundaries; and
- b) a garage space situated at basement level bearing the letter "K" on the attached plan marked as document letter "B" forming part of the above described block named "Oakhill Apartments", which basement has the same boundaries as the block abovedescribed.

The said flat and garage space are being sold with all their rights and appurtenances and as free and unencumbered and with vacant possession.

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

1430

3P

1. In consideration and for the price of sixty two thousand Maltese liri (LM62,000).

The Bank in execution of the delegation made to it earlier on in this deed by the purchasers now pays the vendor Company the said sum loaned of LM62,000 in full and final settlement of the price of the property transferred and for which the vendor Company tenders due acknowledgement and receipt. Thus the Bank reserves in its favour the special privilege competent to it in terms of law over the property being transferred.

2. This sale includes one eighteenth (1/18th) undivided share of the common areas in the said block of buildings inclusive of the main entrance, entrance hall, stairwell and stairs, lifts' shaft, lifts, the drains and drainage system and in general all those common parts intended for the common use by the owners of the apartments within the said block of buildings, however, excluding the roof which for all intents and purposes at law is hereby not being considered as a common area and is being retained by the vendor Company.

This sale also includes a pro rata share of the common parts of the garage complex including the common ramp and driveway shown outlined in blue on the plan hereto annexed marked as document letter "B" and all the common services provided in the said garage complex.

3. The vendor Company is hereby retaining the roof, and the whole unlimited air-space overlying such roof is being reserved by the vendor Company.

In the event that the vendor Company possibly develops such air-space or part thereof, the purchasers shall not in any way limit the vendor

Company's utilisation of the aforesaid common areas, including the stairs and lifts which the vendor Company shall have the right to extend and thereby the undivided share of the common areas as specified in clause two (2) above shall be adjusted proportionately and accordingly.

In such event, it is hereby being mutually agreed that:-

a. no compensation shall be due to the purchasers for such proportionate adjustment of their share of the common areas or for any disturbance that may occur during the period of such further development of the air-space as aforescribed; it is being understood however, by the parties, and the vendor Company hereby binds itself to make good at its expense any damage caused as a result of further development, as certified by a mutually appointed Architect; and furthermore, the vendor Company binds itself to cause the least disturbances possible, both to the purchasers and to the water, electricity, lifts and other services in the block.

The vendor Company shall take all the necessary steps as required by law and the building trade to avoid any damage which may be caused to the purchasers' apartment and common parts and to ensure that the purchasers shall not suffer any damage and/or undue disturbance and to keep the block of buildings secure and waterproofed at all times and to this effect to hold an insurance policy with a reputable insurance Company to cover against liability that may be caused to the purchasers and their property and occupiers thereof during such time of further development.

The vendor Company further binds itself to remove at its expense the purchasers' water tank and

television aerial or antenna and air-conditioning units on to the new roof.

b. the use by the purchasers of part of the common roof as stipulated and described hereunder in clause four (4) may be temporarily withdrawn during the development phase and until such works are concluded no alternative space shall be offered to the purchasers, however, such area forming part of the developed air-space shall be substituted as hereinafter described in clause four (4) hereunder.

4. The vendor Company is hereby granting permission to the purchasers, to use that part of the roof overlying the fifth (5th) floor and overlooking Old College Street, Saint Julians as delineated in green and as better illustrated in the attached roof plan hereto marked as document letter "A", such area shall be used by the purchasers for the hanging of clothes, installation of water tanks and other services, as hereinafter provided in clause thirteen (13).

Such aforementioned area of that part of the roof as already indicated in the preceding paragraph, may be withdrawn and retained by the vendor Company at any time and utilised for further development either vertically or horizontally, and in such event, the vendor Company shall substitute such space by an area not necessarily having the same measurements as the original area hereby being granted for the use of the purchasers. Such new space shall be made available as soon as the aforesaid future further development of the air-space is completed.

5. It is hereby being declared by the parties hereto that the right of access on foot is held by a third party, namely Gasan Properties Limited or

its successors in title, through the basement of the existing block of apartments, that is to say, through the door indicated in red in the attached basement plan hereto attached and marked as document letter "B".

It is hereby being declared for all intents and purposes at law that the aforesaid Gasan Properties Limited whilst retaining the ownership of that area bordered in red on the attached plan marked as document letter "C", is hereby binding itself not to construct any development from ground level on such area upwards.

6. The purchasers shall maintain at all times both the colour scheme and style of the facade in uniformity with the other apartments in the same block. Furthermore, such uniformity shall be maintained as far as concerns the aesthetical external appearance of the block such as windows and balcony doors and railings.
7. No clothes, carpets or washing shall be hung anywhere on the outside of the said apartment in such a way that such items may be seen from the roads.
8. The purchasers and their successors in title shall not have the right to effect any structural alterations in the apartment or to the main service connections unless they previously consult an Architect as duly approved by the vendor Company, and obtain such Architect's certification in writing. However, the purchasers shall in any event be responsible for any damage/s caused to third parties.
9. The purchasers bind themselves to form part of an Owners' Association to be set up by all the

1434

92

owners of the apartments in the said block of buildings, which Association shall be responsible for the future maintenance, cleaning and repairs of the common areas of the said block.

In the event that such Association is not formed the purchasers bind themselves to maintain the common areas of the block together with the other owners of the apartments and to bear one eighteenth (1/18th) part, or the resultant proportionate part as stipulated in clause two (2) above, or the expense of such maintenance, cleaning and repairs.

It is specifically agreed that the maintenance of that part of the roof as described in clause four (4) above and illustrated in the attached Roof Plan or the resultant part of such roof as may be provided by the vendor Company in future, as hereinbefore stipulated, be at the charge of all the owners of the block and are to be carried out regularly and annually.

The remaining part of the roof retained exclusively by the vendor Company will be maintained regularly by the vendor Company or their successors in title, at their expense, provided that in the event that the vendor Company is in default and remains in default after due notice, the purchasers shall have the right to carry out such repairs at the expense of the vendor Company or its successors in title.

10. It is hereby being stipulated that the purchasers shall give due consideration together with all the other owners of the block, towards the outlook of the common areas and under no circumstances shall the owner leave any waste garbage containers, crates, plastic bags and similar items in or outside the said block of

buildings, except for that area as shall be indicated by the vendor Company and eventually by the Owners' Association.

11. In the event that, at any time, the purchasers grant their respective apartment on lease, as hereinafter referred to in clause fourteen (14), they shall still be bound by all the terms and conditions herein contained and shall assume full personal responsibility for any breach by their tenant.

12. The purchasers shall not cause or suffer to be caused any nuisance or disturbance to the occupiers in the said block of buildings or to the neighbourhood and shall not keep any pets, except for birds.

13. The purchasers shall have the right to fix and/or install one (1) television aerial or satellite dish not exceeding point five metres in diameter as well as one (1) water tank and air-conditioning unit on that part of the roof as hereinbefore stipulated in clause four (4) or on any other area as may be provided by the vendor Company in future, the positioning of such aerial and water tank and air-conditioning units shall be determined by the vendor Company and wires and/or pipes are in no way to cause any obstacles on the roof or to the other owners.

The parties agree that the water tank will be installed on the lift room or staircase shaft.

The vendor Company on its part recommends that a Communal Aerial plus Booster or Satellite Dish be installed and this through the Association.

1436

94

14. The purchasers do hereby bind themselves to use the apartment only for residential purposes, however, including short or long lets to third parties, and shall not use it in whole or in part for any commercial nature whatsoever for any duration of time.

15. The vendor Company on its part is hereby binding itself not to engage or allow others to engage in any business or other activity directly related to or connected with restaurants, bars, nightclubs, discos, tea and coffee shops, supermarkets and grocery shops and general food stores or shops, amusement and gaming rooms in any part of the block of buildings.

This clause is to be registered in the enrolment of this deed.

However the vendor Company is reserving the right to use or allow others to use the groundfloor area for any other business of a commercial nature such as offices or shops which does not cause any inconvenience, noise, obnoxious smells or disturbance to the occupiers of the apartments in the said block of buildings.

16. Any future transfer of the said apartment shall be subject to all the terms and conditions contained in this present deed.

17. It is hereby being declared that wherever the "vendor Company" is referred to above this shall also include the vendor Company's successors in title.

18. All fees, expenses and duty on documents relative to this deed shall be the responsibility

1437

of the purchasers and the vendor Company shall pay the agents' commission due on this sale. The Provisional Tax on Capital Gains is payable by the vendor Company.

In view of the fact that the documents attached with this deed exceed five in number a list of them is being attached with this deed and marked as "Document X".

For the purposes of the Duty on Documents and Transfers Act of the year nineteen hundred and ninety three (1993) :-

a. the purchasers declare that they have acquired the abovedescribed property for the purpose of establishing therein their sole, ordinary residence and they make this declaration after that I the undersigned Notary have warned them of the importance of the truthfulness of such declaration. Therefore the duty on documents due on this deed amounts to three thousand six hundred and forty Maltese liri (LM3,640). Payment of this duty is being made by means of a Bank Draft payable to the Commissioner of Inland Revenue, as required by law; and

b. it is hereby declared that the apartment and garage space transferred form part of a block of buildings which the vendor Company built on the site which it had acquired by means of an onerous title from Gasan Properties Limited in virtue of a deed of sale in the records of Notary Doctor Hugh Grima of the twelfth (12th) day of December, nineteen hundred and ninety one (1991) as subject to the annual and perpetual groundrent of two hundred Maltese Liri (LM200). By virtue of another deed in the records of Notary Doctor Hugh Grima of the seventeenth (17th) December, 1991 the vendor company purchased form Mary Doris sive Doris Pace

1438

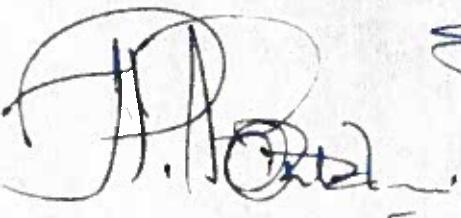
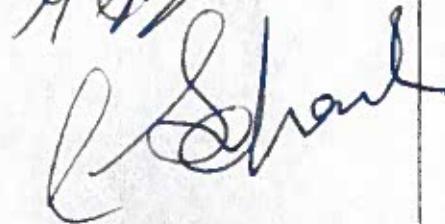
the directum dominium and annual and perpetual groundrent of two hundred Maltese Liri (LM200) burdening the said property.

The Provisional Tax on Capital Gains on this deed amounts to four thousand three hundred and forty Maltese liri (LM4,340). Payment of this tax is being made by means of a Bank Draft payable to the Commissioner of Inland Revenue, as required by law.

By virtue of this same deed the creditor Company waives the privileged rights it enjoys against the vendor Company inscribed in the Public Registry in the Volume of Hypothecs, under inscription number twenty one thousand five hundred and fifty seven (21,557) of the year nineteen hundred and ninety one (1991) in so far as these rights affect the property above described and keeps the said rights firm, stable and unimpaired on all the other property mentioned in the said note.

This deed was done, read and published after due explanation by me to appearers hereto at Malta, Blata il-Bajda, Spencer Gardens, in the offices of Lohombus Bank Limited, unnumbered.

1. Word cancelled.
2. Word cancelled and substituted by :
"Ansd."

Notary CLYDE LA ROSA LL.D

Dok PM 7a

Oao

97

COPY

117/92/5102/88

Permit No.:

PB



WORKS DEPARTMENT
BUILDING PERMITS SECTION
BELTISSEBM

48

BUILDING PERMIT

(Gasan Proprietors Ltd.)

24 JAN 1992

Permit is hereby granted to Tower Road,
Sliema.

by the

- Planning Area Permits Board in terms of the Planning Area Regulations, 1962; and the Building Permits (Temporary Provisions) Act 1988.
- Aesthetics Board in terms of Section 5 of the Aesthetics Building Ordinance (Chapter 135);
- Sanitary Authorities in terms of Section 95 - 134 of the Code of Practice (Chapter 10);

Old College Street Sliema.

to carry out the works described in his/her application of the

at

~~Under the conditions set forth hereunder~~ fifth floor as per fresh plans (PAPB 5102/88/41A) submitted with letter dated 4th July 1991 and amended subject to the General Conditions (A) on form DC 1/88.

Balconies should not be in gold, silver or bronze aluminium.

Height of building should not exceed 6 floors (on old College Street plus 5 floors on Scicluna Street plus underlying basement).

Permit No. 309/91/5102/88 Dated 1st February 91 is hereby being cancelled as far as the fifth floor is concerned.

- The PAPB permit is valid for two calendar years from date of issue and may be withdrawn at any time during its validity period without any compensation from Government being granted.
- This permit is granted saving any third party civil rights.
- This permit does not dispense the grantee from the necessity of obtaining from any Department or Authority a permit, licence or any other permission required by any law or regulation, in force from time to time, in respect of the construction, reconstruction, repair, or alteration of a building or of acquiring materials for such works.

Secretary PAPB

fg

cc. Architect

Dok PM 7b

Oao

98

KOPJA

Permess Nru.:

PB



DIPARTIMENT TAX-XOGHLIJIET
TAQSIMA TAL-PERMESSI TAL-BINI
BELTISSEBH

PERMESS TAL-BINI

B'dan qiegħed jingħata permess lil

mill-

- (a) Bord għall-Permessi dwar Area ta' Pjan Regulatur skond ir-Regulamenti ta' I-1962 dwar Area ta' Pjan Regulatur; u I-Att ta' I-1988 dwar Permessi tal-Bini (Provvedimenti Temporanji).
- (b) Bord ta' I-Estetika mwaqqaf bl-Artiklu 5 ta' I-Ordinanza dwar I-Estetika tal-Bini (Kapitlu 135);
- (c) Awtorità Sanitarja skond I-Artkoli 95 - 134 tal-Kodiċi tal-Pulizija (Kapitlu 10);

biex isiru xogħlijet fl-applikazzjoni tiegħu/tagħha tal-

fi

skond il-kundizzjonijiet speċifikati hawn taħbi:

- (1) Il-permess tal-Bord dwar Area ta' Pjan Regulatur huwa validu għal sentejn mid-data tal-ħruġ u jista' jiġi ritrat matul il-perjodu ta' validità mingħajr id-dritt ta' nħas jew kumpens mill-Gvern.
- (2) Dan il-permess qed jingħata mingħajr preġudizzju ta' drittijiet ċivili minn terzi persuni.
- (3) Dan il-permess ma jeħlisx lil min jingħata mill-ħtiega li jikseb minn xi Dipartiment jew Awtorità, permess, licenzja jew kull permess ieħor meħtieg minn xi ligi jew regolament fis-sejħi minn zmien għal żmien dwar il-konstruzzjoni, rikostruzzjoni, tiswija, jew tibdil f'bini jew għall-ksib ta' materjal għal dawn ix-xogħlijet.

Dok PM 7c

Oao

99

117/92/5102/88

24 JAN 1992

M& g. Tepani Galea,
(Gasan Proprietors Ltd.)
Tower Road,
Sliema.

4 th July 1991

Old College Street Sliema.

To carry out additions of fifth floor as per fresh plans (PAPB
5102/88/41A) submitted with letter dated 4th July 1991 and amended
subject to the General Conditions (A) on form DC 1/88.

Balconies should not be in gold, silver or bronze aluminium.

Height of building should not exceed 6 floors (on old) College Street
plus 3 floors on Scicluna Street plus underlying basement.

Permit No. 309/91/5102/88 Dated 1st February 91 is hereby being
cancelled as far as the fifth floor is concerned.

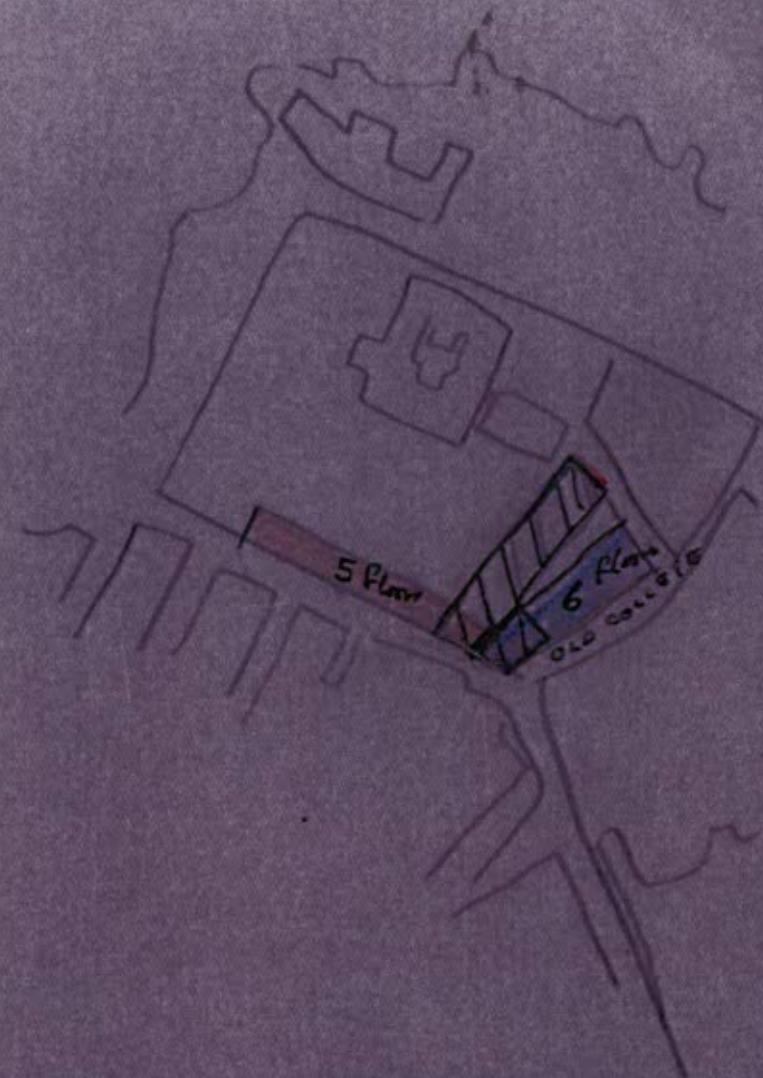
A J Cassar
P/

fg

100 Dok PM 7d

PB/05102/88 Document - (0j) (x7) Site Plan - - [] - DocumentID - 149094 - Document Dated - 27/10/2020 - miaqu

0j



Dok PM 7e

101



Gesamtausgabe

1

四

EDWIN ABELA • 16 BIA, FLO 201
S. BARTLEY BLDG.
SACRAMENTO, CALIF.
95814-1000
TELE: 442-1173

SANITATED
APPROVED
BY HHS

P. L. N. P. A. P. B. H. S. C. E. S.

This architectural floor plan illustrates a detailed layout of a building complex. The main structure features several interconnected rooms and courtyards. Key labeled areas include:

- STAIR A**: Located on the left side, leading from a lower level to an upper level.
- STAIR B**: Located at the top center, leading down to a lower level.
- STAIR C**: Located on the left side, leading down to a lower level.
- STAIR D**: Located on the right side, leading up to an upper level.
- STAIR E**: Located on the far right, leading down to a lower level.

The plan also includes a central courtyard area with a water feature (indicated by a circle) and various functional rooms such as:

- FILTER ROOM**: A room located near the bottom center.
- POOL**: A large rectangular area located at the bottom center.
- REFUGEE TOWER**: A room located to the right of the pool.
- REFUGEE HOUSE**: A room located to the far right.

Other features include multiple doors, windows, and a staircase leading to a roofed terrace on the far right.

Dok PM 78

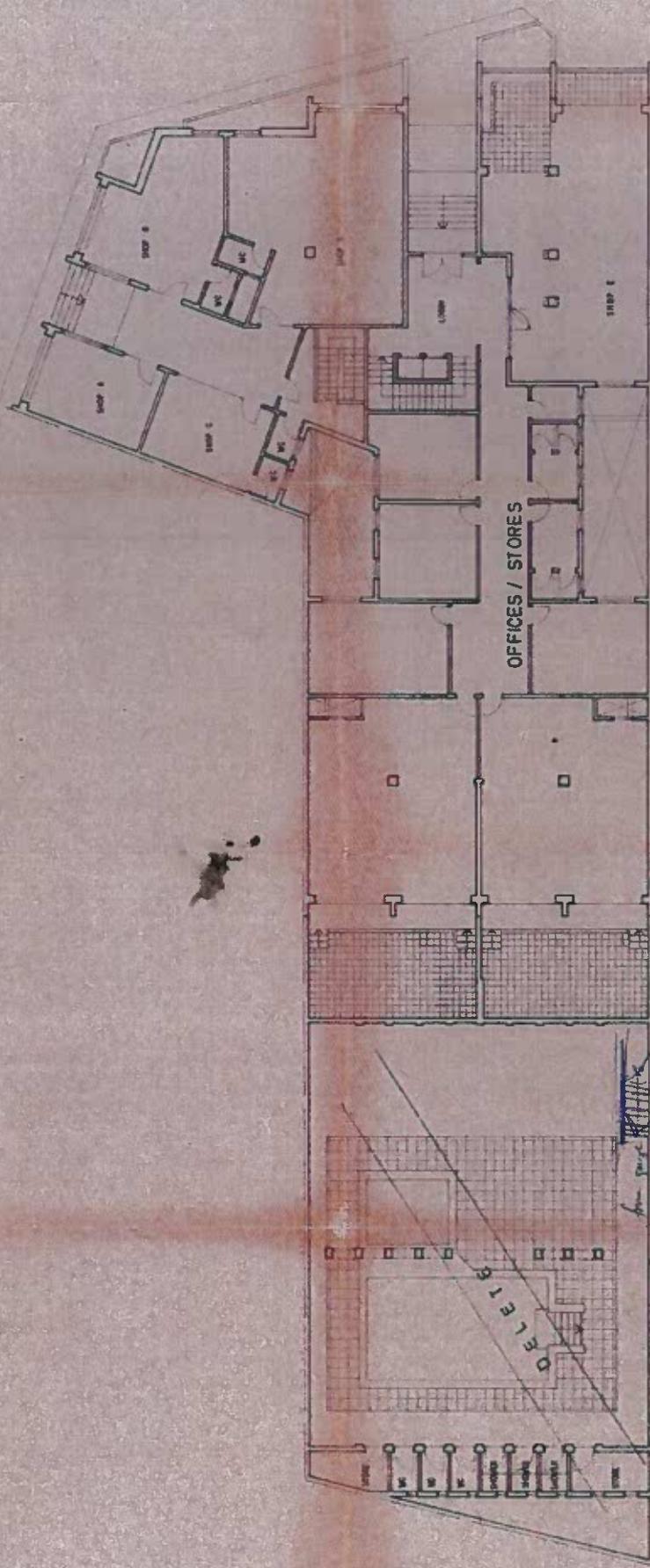


A. ZAMPI A.C.C.
Cebu City, Philippines
Approved by the City Health Officer
on April 1978.

[Signature]

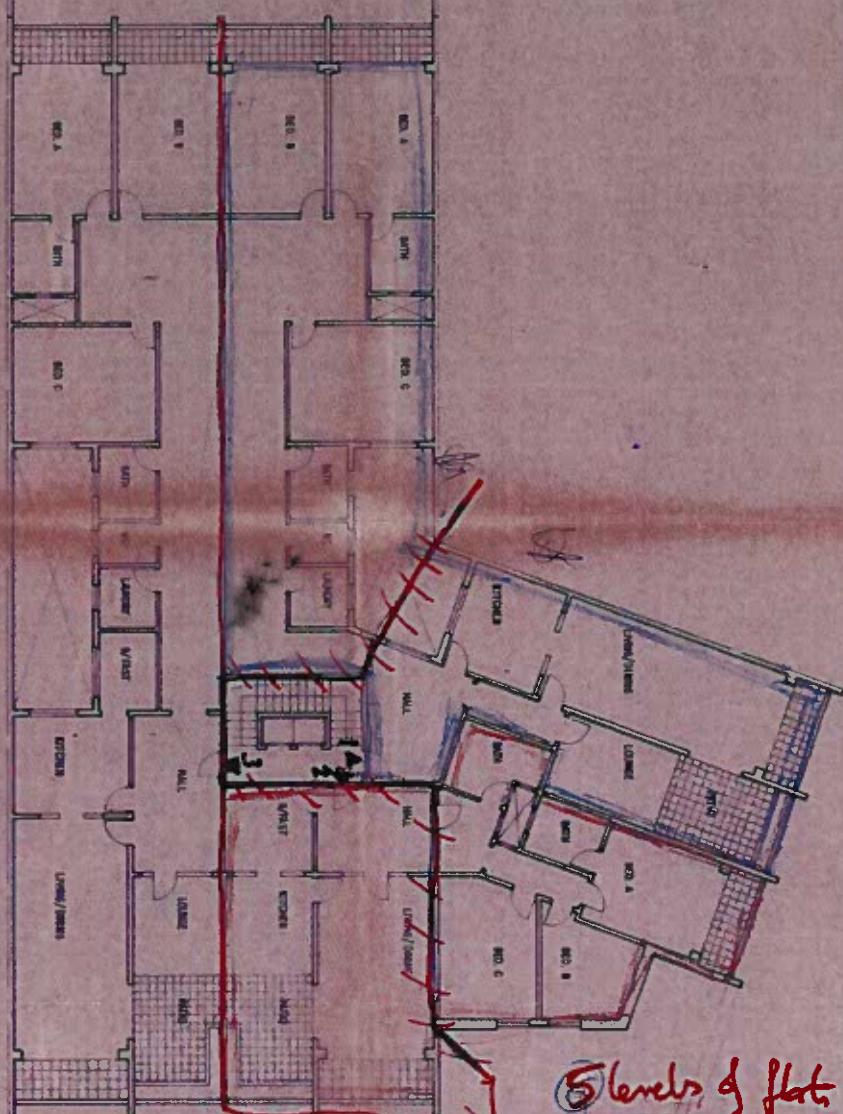
EDWIN ABELA & CO., INC. ARCHITECTS
2. MARIANLEY, CEBU
MOTTO: PROSPERITY
SERVING THE
PEOPLE
ARCHITECTURE
INTERIOR DESIGN
PLANNING

102



Dok PM 7g

103



4 levels of flats
[5 floors total]

5 levels of flats
[6 floors total]

R
A. ZWILL & CO.
Gainesville, Fla.

A rectangular seal with a double border containing the text "SANITA APPROVED" and "MILITARY".

PLATE I. P. A. P. R. *Macmillan*

EDWIN ABELA - *the man from the*

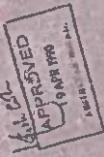
AMERICA ROAD
BIRMINGHAM AREA
TEL. 499-0224
AD 300 TITLES

五

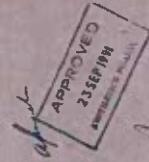


21

Dok PM 7g



PLAN: P.A.P.B. No. 5150
APPROVED
APR 19 1978
by [unclear]
[unclear]



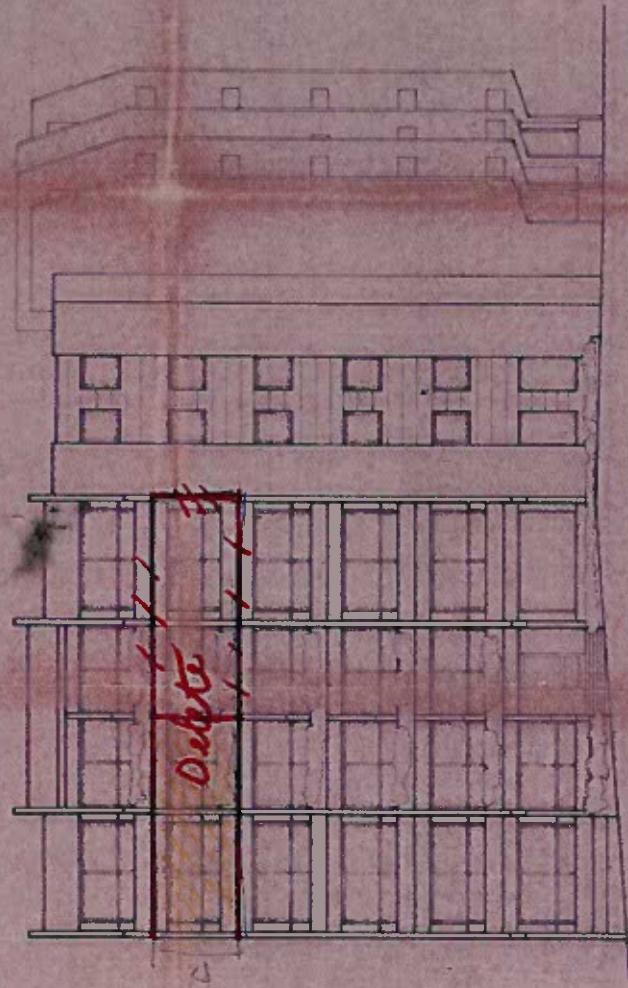
A. ZAHARI A.C.A.
Chartered F.R.S.

[Signature]

EDWIN ABELA 041 8115 4461
3. BERNARDEY LODGE
SAKKA ROAD
MONTEGO BAY
TEL. 89934
FAX 89935
E-mail: abela@jamaica.com.jm

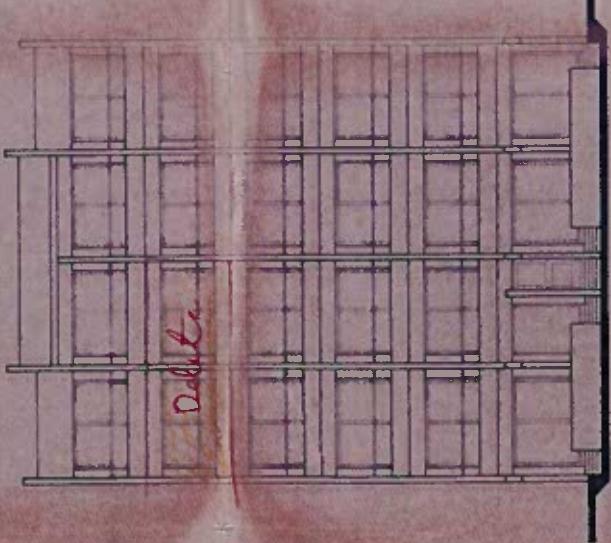
NAME	GRADE	CHARGE	AMOUNT

104

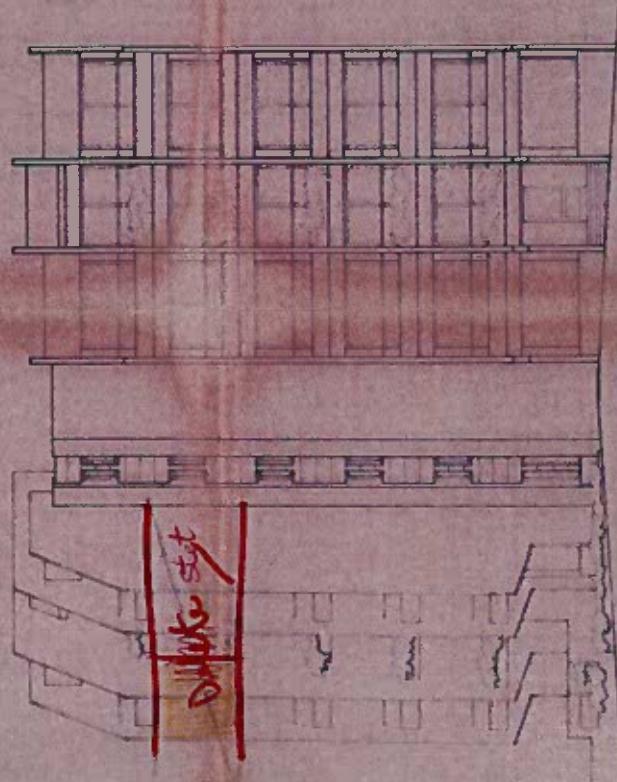


21 E

Dok Pm Zgt



BACK ELEVATION



ELEVATION ON OLD COLLEGE STREET

PLANS, P.A.P.B. No. 1000000000
Approved by Govt. of P.R.S. Board No.

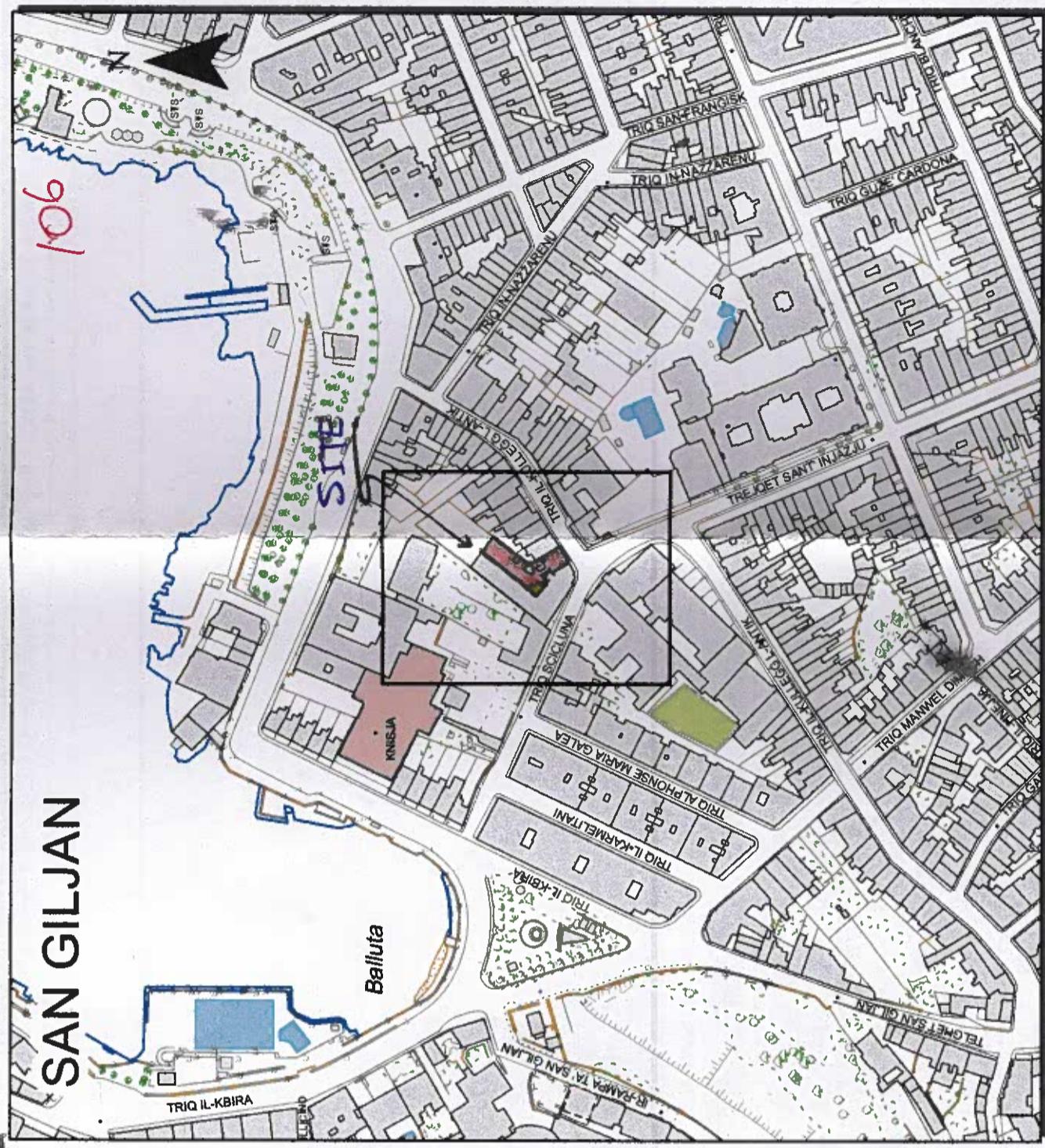
A. ZAFAR A. & L.
Gibraltar P.R.S.

[Signature]

EDWIN ABELA & SONS LTD
2, GIBRALTAR BLOCKS
SAKHA ROAD
MONTEGO BAY
TEL. 477824
JUN 1977

SEARCHED	INDEXED	FILED	DATE

105



Pjanta tas-Sit 1:2500 Site Plan



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

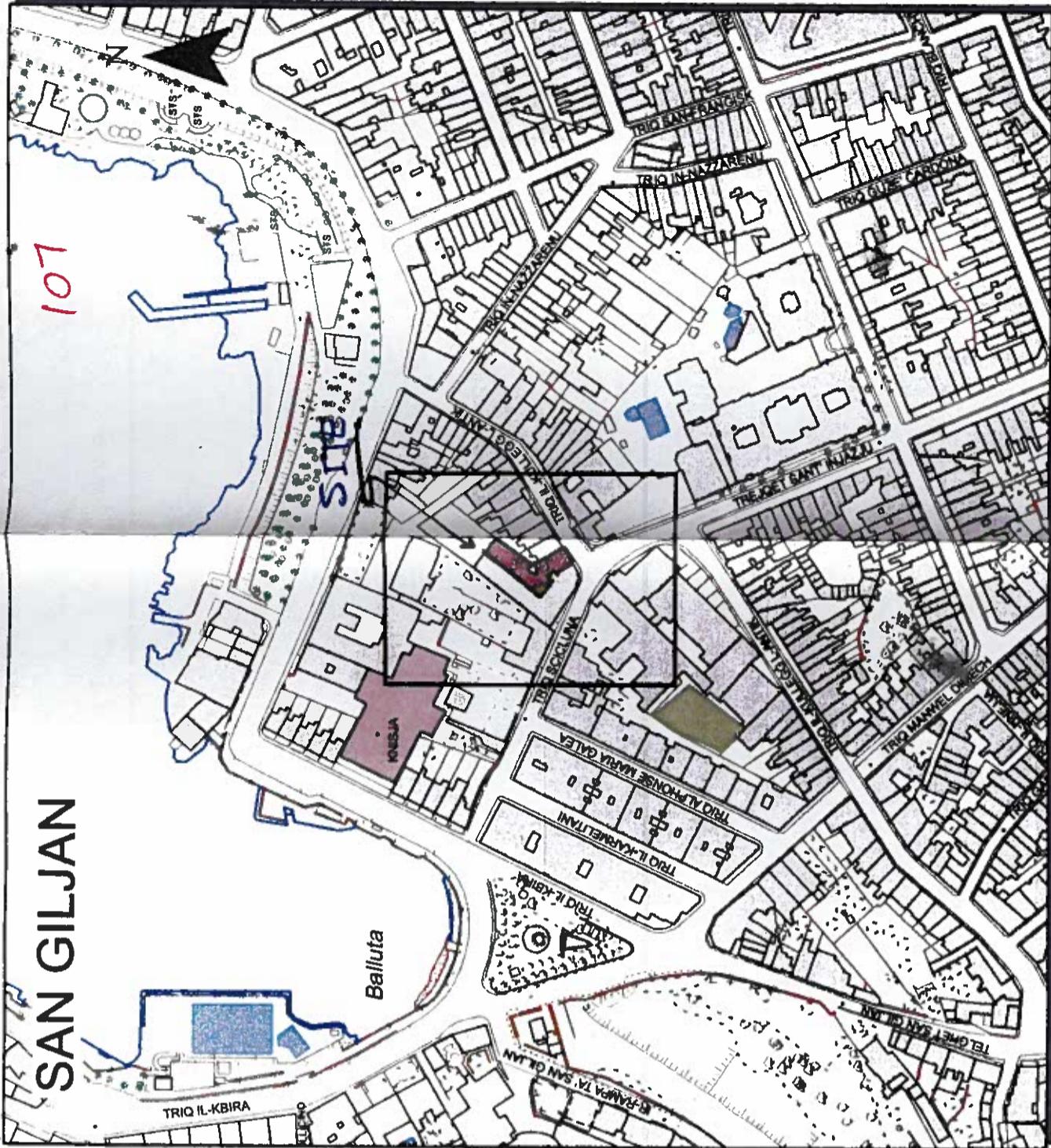
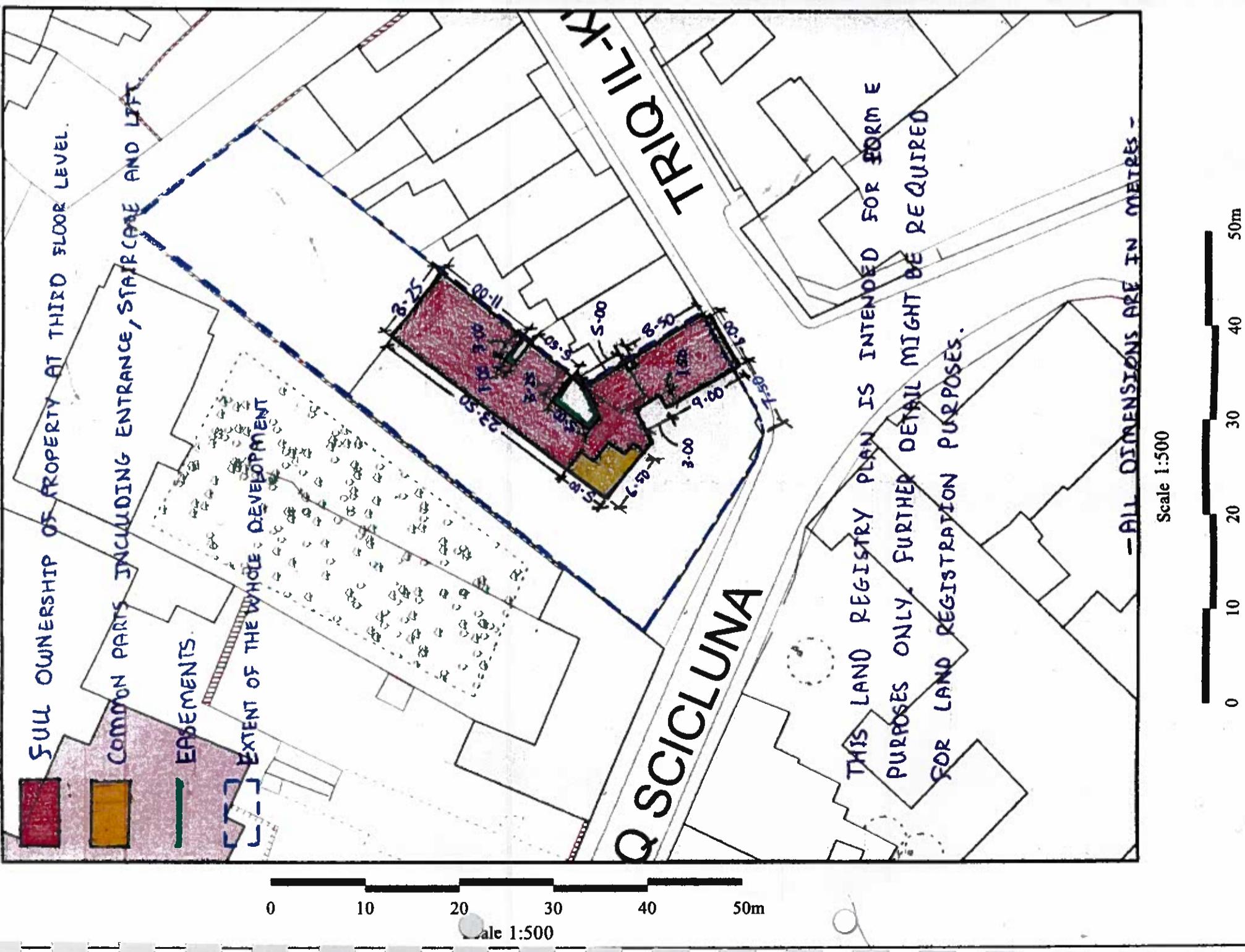
Nru tal-Mappa:	265780 E	Pozizzjoni Ċentrali: x = 54559 Centre Coordinates: y = 74733
Map Number:		
Perit:		Qies (metri kwadri): AREA CIRCA: 268sq.m Area (square metres): AREA CIRCA: 275sq.m
Architect:		Firma ta'l-Applicant: Applicant's Signature:

Timbru tal-Perit:
Architect's Stamp:

LR 245891
01/08/2023
Dritt imħallas
Fee Paid



Dan hu dokument ufficjali għall-użu biss fl-Agenzia għar-Registrazzjoni tal-Artijet



Agenzia għar-Registrazzjoni tal-Artijer *Land Registration Agency*

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

Nru tal-Mappa:	265780 E	Pozizzjoni Centrali: x = 545559	Parti min S.S.:	5474	Data:	20/06/2022
Map Number:		Centre Coordinates: y = 74733	Extracted from S.S.:		Date:	

Perit: Architect: SHRI PHILIP MISHUD
Qies (metri kwadri): Area (square metres): 268 sq.m

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



9210812023
'Corner Place', No. 2
Triq iz-Zaghira, Attard.
Tel 2146 2304 Mob 7946 2304



EIGHTH SCHEDULE

108

PHYSICAL ATTRIBUTES OF IMMOVABLE PROPERTY

Locality	Saint Julians
Address	Apartment No. 32, Oakhill Apartments, Triq Scicluna, Saint Julians, Malta.
Total Footprint of Area Transferred*	268 sq. m

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 checked="" type="checkbox"/> Sea View	<input type="checkbox"/> Country View	<input checked="" type="checkbox"/> Urban	
Environment	<input type="checkbox"/> Quiet	<input checked="" type="checkbox"/> Traffic	<input type="checkbox"/> Entertainment	<input type="checkbox"/> Industrial
State of Construction	<input type="checkbox"/> Shell	<input type="checkbox"/> Semi-Finished**	<input checked="" type="checkbox"/> Finished***	
Level of Finishes	<input checked="" type="checkbox"/> Good	<input type="checkbox"/> Adequate	<input type="checkbox"/> Poor	
Amenities Tick as many as appropriate	<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: 26/07/2023

Perit's Signature:

Warrant Number: 873

Rubber Stamp:

PERIT PHILIP MIFSUD
PMA ARCHITECTS

'Corner Place', No. 2
Triq iż-Zagħfran, Attard.
Tel 2146 2304 Mob: 7946 2304



EIGHTH SCHEDULE

Dok PM 9

109

PHYSICAL ATTRIBUTES OF IMMOVABLE PROPERTY

Locality	Saint Julians
Address	Apartment No. 32, Oakhill Apartments, Triq Scicluna, Saint Julians, Malta.
Total Footprint of Area Transferred*	268 sq. m

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 checked="" type="checkbox"/> Sea View	<input type="checkbox"/> Country View	<input checked="" type="checkbox"/> Urban	
Environment	<input type="checkbox"/> Quiet	<input checked="" type="checkbox"/> Traffic	<input type="checkbox"/> Entertainment	<input type="checkbox"/> Industrial
State of Construction	<input type="checkbox"/> Shell	<input type="checkbox"/> Semi-Finished**	<input checked="" type="checkbox"/> Finished***	
Level of Finishes	<input checked="" type="checkbox"/> Good	<input type="checkbox"/> Adequate	<input type="checkbox"/> Poor	
Amenities Tick as many as appropriate	<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 checked="" 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

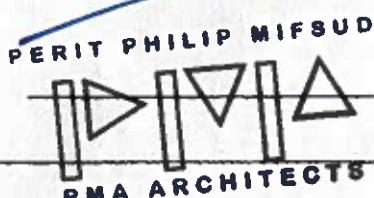
*** Includes plastering, electricity, plumbing and floor tiles

Date: 26/07/2023

Perit's Signature:

Warrant Number: 373

Rubber Stamp:



'Corner Place', No. 2
Triq iz-Zagħira, Attard.
Tel 2146 2304 Mob: 7946 2304

Dok PM 10a

110



Dok PM 10b

101



MaltaPost p.l.c.
1, Misrah Gwanni Pawlu |
Attard
Tel: (+356) 21224421
EXO No: EX0947
VAT No: MT15111134
TII No: ---

HTD000409S 28 Jun 2022 10:55:18
USER: ACH459
Contact Name: CASH SALE CLIENT
Vat Number: NA

Sale Number: HTD00217028

Local Post

Weight:	0.020 kg
Quantity:	
Service:	Letter
Price:	2.80
Stamps Affixed:	N/A
Paid:	€ 2.80-

Track & Trace Barcodes:
RR432683148MT

Grand Total: €2.80

Total Tendered: 20.00
Cash Tendered 20.00

Change: €17.20

VAT Analysis €

Full	F 18%	0.00
Reduced	R 5%	0.00
Exempt	E 0%	2.80
Non-Vatable	NV 0%	0.00

VAT Paid: €0.00

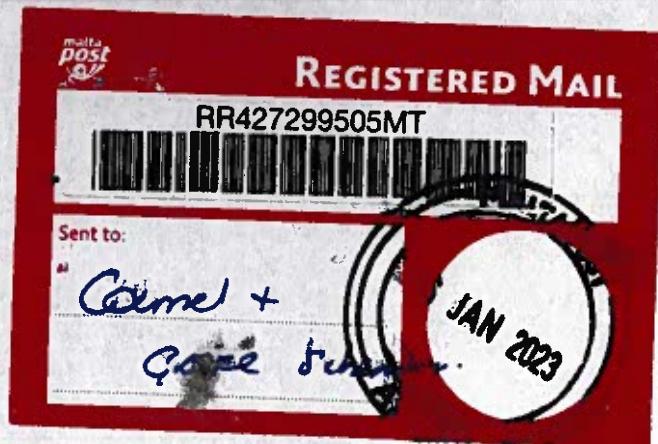


HTD00217028

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

Dok PM 10c

112





PLANNING AUTHORITY

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

Tel: (+356) 2290 0000 customercare@pa.org.mt
 VAT No: MT 1281-6708 Exemption No: EXO 1188

Cash Sale

Name: Perit Philip Mifsud Cash Sale Number: 414667-7022-6
 Address: Date: 28 June 2022

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) PB5102/88	1	€27.95	€27.95	€0.00	0
Copy of plans (digital) PB5102/88	4	€11.65	€46.60	€0.00	0

Payment Details:

Internet Payment - 2022-06-28-0007

Cash Sale Status:

Settled

Total NET:	€74.55
Total VAT:	€0.00
Total:	€74.55

Drawn up by

Michelle Aquilina

Receipt is not valid if payment is dishonoured.

Dok PM 10e

114



GOVERNMENT OF MALTA

Receipt No: 000504225

Ministry/Department	COURTS OF JUSTICE - REGISTRU SUPERJURI - CIVILI	Date	18 Oct 2022
Received from AQUILINA MARIO KI520162		Net	7.00
the sum of Seven euro	% VAT	Total	7.00
in respect of NOTIFIKA - Cash No: 2868/10/2022 - Received on: 18/10/2022 AQUILINA MARIO KI520162 vs SCHEMBRI CARMEL SIVE CHARLES KI858451M ET	Payment Method		
When payment is made by cheque, this receipt is valid subject to bank clearance	Cashier DUCA TRISTAN Signature		

ACC1

Dok PM 10F

115



GOVERNMENT OF MALTA

Receipt No. 000527109

Ministry/Department	COURTS OF JUSTICE - REGISTRU SUPERJURI - CIVILI	Date	17 Apr 2023
Received from PM		Net	7.00
the sum of Seven euro	% VAT		
	Total		7.00
in respect of NOTIFIKA - Cash No: 2142/04/2023 - Received on: 17/04/2023 AQUILINA MARIO vs SCHEMBRI CARMEL SIVE CHARLES JAMES			Payment Method
			Cashier TANTI JESSICA
When payment is made by cheque, this receipt is valid subject to bank clearance			Signature

ACC1



JURIS SERVICE AGENCY
CIVIL REGISTRY
VALLETTA

MCHN NO *****61 TERM ID *****70
 Visa Debit *****4010 EXP: 03/25
SALE
 Date 17/04/23 Time 14:42 RC 00
 Batch 00418 Invoice 02907
 133989
 AMOUNT EUR 7.00
APPROVED

Customer Copy

Dok PM 10g



116



Xirja Imexxiet!

Sommarju tax-Xirja

Referenza tal-irċevuta
G81356

Ammont imħallas
€ 14.70

Lista ta' dokumenti mixtrija
Ikon bhala

Att 197 - Clyde La Rose (Contract)
Att 197 - Clyde La Rose (Plans)

Att 197 - Clyde La Rose (Attachment)

Please check your e-mail (philip.milad@pmagenti.com) for the processing status of the documents (if purchased as physical copies) and the documents themselves (if purchased digitally as a guest).

Review of Service

Rate your experience



Leave a comment or suggestion:

Submit