



FI-Atti tas-Subbasta Nru. 68/2023

HSBC Bank Malta plc C3177

vs

**Dr Yana Micallef Stafrace u I-PL Veronica Rossignaud
nominati b'digriet tal-14 ta' Lulju 2016 bhala kuraturi
deputati sabiex jirraprezentaw lill-assenti
Emanuel Cassar, passaport Malti Nru. 601465 u b'digriet
tal-15 ta' Gunju 2017 għe nominat Dr Christopher Chircop
sabiex jissostitwixxi lil Dr Yana Micallef Stafrace**

Rapport ta' Valutazzjoni
Flat 1, 182/183 Tower Reef,
Triq it-Torri, Tas-Sliema, Malta

Relazzjoni tal-perit tekniku:

Dott. Perit Jevon Vella,
BE&A (Hons)(Melit.), Spec. Restauro (Sapienza), Ph.D (Sapienza)

Warrant Nru. 385

Subbasta: 68/23
Riferenza: C31-24

**Re: Flat 1
183/183 Tower Reef,
Triq it-Torri, Tas-Sliema, Malta**

Illum, 26 ta' Mejju 2023

Permezz ta' digriet ta' din l-Onorabbli Qorti mogħti fid-9 ta' Jannar 2024, l-esponent, il-perit Dottor Jevon Vella, numru tal-Warrant tlett mija u ħamsa u tmenin (385) hawn taħt iffirmit, ġie maħtur bħala espert fl-atti tal-Mandat ta' Qbid ta' Fwejjeġ Immobbli hawn fuq imsemmija, sabiex iħejji rapport ta' valutazzjoni u stimi skond l-Artikolu 89 *et seq.* tal-Kodiċi ta' Organizzazzjoni u Proċedura Ċivili (Kap. 12), jiddikjara dan li ġej:¹

1. Indikazzjoni tas-sit u l-għoli tal-fond

Il-propjetà immobiljari in eżami tinsab fil-lokalita ta' Tas-Sliema u tikkonsisti minn *flat* jew appartament internament enumerat wieħed (1) sitwat fis-sular terren elevat (*elevated ground floor*), li jiffirma parti minn blokk t'appartamenti u garaxx sottostanti mibni fuq sit preċedement okkupat minn żewġ idjar bin-numri mija tnejn u tmenin, u mija tlieta u tmenin (182/183).

¹ Dan ir-rapport huwa ntiz biss għall-użu kif indikat hawnhekk. L-esponent ma jaċċetta l-ebda responsabbiltà jekk din ir-relazzjoni tiġi użata minn terzi u / jew għal skop oltre dak indikat, u jiddikjara li ma kellu l-ebda konflitt ta' nteress fid-data tal-valutazzjoni.

L-imsemmi blokk t'appartamenti għadu mingħajr numru uffiċjali iżda magħruf bl-isem *Tower Reef*. Il-faċċata thares lejn il-Grigal fuq Triq it-Torri. Mal-istess triq, il-blokk t'appartamenti hu konfinat; mix-Xlokk ma propjetà tas-Sur Adrian Mifsud u oħrajn, u mill-Majjistral ma propjetà tal-Kurunell Cachia u oħrajn. Il-fond in eżami jinsab sottostanti u sovrastanti propjetà ta' terzi.

Fid-dettal, il-blokk huwa mibni fuq tmien (8) sulari, b'*penthouse* fuq id-disa' (9) livell. Kif ser jiġi rilevat aktar il-quddiem, jidher li l-kumplex inbena bejn is-sena 1992 u s-sena 1994 (u f'kwalunkwe każ, mhux aktar tard mis-sena 1998). Taħt, fill-livell seminterrat (*semi-basement*) hemm garaxx konsistenti minn parkegg komuni ta' terzi, b'aċċess pedonali permezz ta' taraġ u lift li jwasslu mill-komun, u bieb wiesgħa ta' garaxx li jagħti aċċess lill-vetturi minn u għal fuq l-istess Triq it-Torri.

Kopja tal-pjanta tas-sit tal-propjetà f' skala 1: 500 (planimetrija) qed tiġi esibita ma dan ir-rapport u mmarkata bħala Dok. 01.

2. Skizz li juri l-għadd ta' kmamar li jiffurmaw il-fond u d-daqs tagħhom

Aċċess fuq is-sit assistit mill-marixxal tal-Qorti sar nhar il-Ġimgħa 10 ta' Mejju 2024 bejn is-09:00 a.m. u l-11:00 a.m., fejn l-esponent ikkostata u permezz ta' distometru, ħa kejl tal-ambjenti diversi tal-fond kif ukoll ġibed diversi ritratti li huma annessi ma din ir-relazzjoni. Prezenti għall-aċċess kien hemm; is-Sa Mariella Caruana u s-Sur Edward Mizzi, rappreżentanti tal-bank, soċjetà attriċi, kif ukoll is-Sinjuri Scerri, qraba tal-intimat Emanuel Cassar, mhux assistiti u li jirrisjedu fil-fond.

Skizz li jindika t-tqassim u l-konfigurazzjoni tal-fond, inkluż id-dispożizzjoni tal-komun, tal-entrata, tal-kmamar u tal-ambjenti nterni, kif ukoll *tax-shaft* u tal-bitħa ta' wara, qed jiġi esibit u mmarkat bħala Dok. 02.

Dan l-iskizz huwa bażat fuq spezzjoni viżwali mingħajr l-użu ta' għodda u / jew tagħmir li jippermettu spezzjoni aktar fid-dettal, bħal per eżempju l-fuq mis-suffitti tal-kmamar tal-banju.

3. Dwar jekk il-fond ġiex mibni skond permessi tal-bini u regoli sanitarji

PJAN LOKALI

Skond il-Mappa SJ1 tal-Pjan Lokali (*North Harbour Local Plan*), is-sit jinsab fiz-zona residenzjali barra l-*Urban Conservation Area*, maqbuda bejn arja assenjata għall-iżvilupp partikolari u arja salvagwardata għall-faċilitajiet komunali. Inoltre, skond il-Mappa SJ3 tal-istess Pjan Lokali, jistgħu jinbnew sa' tmien (8) sulari u *semi-basement*.² Għalhekk, kif suespost, is-sit illum huwa żviluppat sal-kapjenza massima tiegħu u ma jistgħux jinbnew aktar sulari.

Kopji ta' dawn iż-żewġ mapep qed jiġu esibiti u mmarkati bħala Dok. 03 u 04 rispettivament.

PERMESS TAL-IZVILUPP

Minn riċerki li saru mal-Awtorità dwar l-Ippjanar, kemm mill-*Old Records Search* kif ukoll mill-*MapServer*, ma rriżultawx permessi li jirrigwardaw il-kostruzzjoni tal-blokk t'appartamenti *per se*. Skond is-*Server Sheets* tas-sena 1968, is-sit kien diġà żviluppat, però kif diġà spjegat, kien minflok jikkonsisti minn żewġ idjar (*row houses*).³ Oltre minn hekk, il-*back sheet* li telenka l-permessi kollha li nħarġu fiz-zona bejn is-sena 1976 u s-sena 1978 hija mitlufa, u l-informazzjoni li hemm fuq il-*MapServer* fir-rigward ta' permessi li nħarġu wara s-sena 1990 mhix affidabbli.

Għal kull bon fini, il-korrispondenza mal-istess Awtorità dwar l-Ippjanar f'dan ir-rigward qed tiġi esibita u mmarkata minn Dok. 05 sa 08.

Madankollu, minn *Case Officer Report* fil-każ ta' applikazzjoni għal żvilupp fuq parti oħra (sular ieħor) tal-istess blokk t'appartamenti (PA/01968/98), jiġi rilevat dan li ġej:

² *North Harbour Local Plan* (NHLP) approvat f' Lulju 2006. Il-*policies* rilevanti għaz-zona in eżami huma; *Residential Area* NHHO 01, *Residents' Parking Zone - Inner Sliema* NHSJ 02, *Development Brief Areas* NHSJ 03 u 13, u *Building Height Limitations* NHSE 04 u NHSJ 06. Skond *Annex 2 – Interpretation of Height Limitation tad-Development Control Design Policy, Guidance & Standards, 2015* (DC 15), tmien (8) sulari u *semi-basement* illum huma ekwivalenti għal għoli ta' f'amsa u tletin metru u nofs (35.5 m).

³ Skond *Old Records Search* li saret nhar it-13 ta' Mejju 2024, ġew rilevati (biss) żewġ permessi; PB2082/72 u PB 3251/73, li jirrigwardaw dar minnhom.

- Originarjament, l-iżvilupp tal-blokk kien kopert bil-permess PB 208/90/2401/88, maħruġ fid-19 ta' Jannar 1990. Dan kien jikkonsisti fit-twaqqiġ tal-bini eżistenti, u li minflok jinbnew f'ames (5) sulari appartamenti, kif ukoll garaxx seminterrat, konsistenti ma parkeġġ komuni.
- Sussegwentement saret talba għal-kostruzzjoni ta' tliet (3) sulari addizzjonali. Il-permess għal dawn, PB 4134/91/2401/88, inħareġ fil-15 ta' Novembru 1991, u bis-saħħa tiegħu inbnew il-fames, is-sitt, u s-seba' sular t'appartamenti. Jiġi osservat ukoll li dan il-permess f'assar il-permess preċedenti, cjoè PB 208/90/2401/88.
- Imbagħad saret talba għall-bini ta' *penthouse*, PB 4169/92/2401/88, u l-permess relattiv inħareġ fit-30 ta' Novembru 1992, sugġett għal ċerti kundizzjonijiet.

Kopja ta dan ir-rapport kif ukoll tal-permess PB 4134/91/2401/88 qed jiġu esibiti u mmarkati minn Dok. 09 sa 10, u minn Dok. 11 sa 16, rispettivament.

Irid jiġi nutat ukoll li permezz tal-*orthophoto* tas-sena 1998 rilevat mill-istess *MapServer*, jidher ċar li dakinhar, il-blokk t'appartamenti - inkluż il-*penthouse* - kien tlesta.⁴

Fid-dettal, li l-pjanta rilevanti għall-appartament in eżami (vide Dok. 15) tixbah f'afna l-iżvilupp attwali, madankollu hemm diskrepanzi kemm fil-konfigurazzjoni ġenerali kif ukoll fid-dettal, kif ġej:

- i. L-appartament huwa ndikat bħallikieku rettangolari, iżda fir-realtà inbena kemxejn imxattar, speċjalment fejn jirrigwarda l-bitħa ta' wara (*backyard*).
- ii. Is-salott (*lounge*) inbena b'erba' (4) kantunieri mentri fl-imsemmija pjanta għandu kantuniera minnhom ċanfrinata.
- iii. It-terrazzin mal-faċċata li tħares fuq it-triq huwa indikat daqslikieku kompletament miftuħ, madankollu, illum nofsu magħluq bil-ħġieġ bħal tip ta' nofs serra (*conservatory*).

⁴ *Planning Authority MapServer*, aċċessat fl-10 ta' Mejju 2024.

- iv. Skond il-pjanta, kellu jkun hemm *toilet* żgħir bejn il-kċina u l-kamra tal-banju prinċipali, iżda dan ma sarx, u minflok, il-kċina inbniet ikbar.
- v. Il-kamra tas-sodda prinċipali (*master bedroom*) inbniet b'tali mod li testendi l-barra fuq il-bitħa ta' wara.

Di konsegwenza, jeftieg li *a priori*, l-iżvilupp preżenti jiġi sanat permezz ta' applikazzjoni skond ma jipprovdni l-Artikolu 17(2) *et seq.* tal-Avviż Legali 162 tal-2016 - Regolamenti tal-2016 dwar l-Ippjanar tal-Iżvilupp (Proċedura ta' Applikazzjonijiet u d-Deciżjoni Relattiva). Altrimenti, l-iżvilupp *de quo* huwa konformi mal-*policies* tal-ippjanar vigenti.

TQASSIM TAL-FOND

Kif diġà gie rilevat, l-appartament jinsab fuq sular terren elevat, u mill-livell mat-triq għall-ispazju komun hemm sitt (6) tarġiet, kif ukoll internament, mill-ispazju komun għall-bieb prinċipali tal-appartament hemm tmien (8) tarġiet oħra. Il-wesgħa tal-indani tal-komun ivarjaw minn kwazi metru għal ftit iżjed minn żewġ metri. Madankollu, minħabba dawn it-turġien, l-appartament mhux idoneju għal persuni b' mobbilità baxxa jew b'dizabilità.⁵

Fid-dettal, it-tqassim tal-appartament huwa wieħed konvenzjonali; cjoè b'dispożizzjoni rettangolari jew tawwalija, bitħa interna jew *shaft*, u bitħa fuq wara. Kif suespost, għandu aċċess minn spazju komun fornit b' tarag u lift li jaqdi s-sulari kollha, inkluż il-livell tal-parkeġġi (garaxx) sottostanti (vide ritratti minn 04 sa 06).

Il-bieb prinċipali tal-appartament jagħti għal fuq entratura (*hall*) wiesgħa, li fuq ix-xellug tagħti għall-parti ta' quddiem tal-fond li tmiss mat-triq, cjoè, salott u kamra tal-pranzu, b'terrazzin mal-faċċata (vide ritratti minn 07 sa 09).

Fuq il-lemin, l-istess entratura tagħti għal soġġorn (*living room*) u kċina li flimkien jagħtu għal fuq bitħa interna jew *shaft*, kif ukoll kuritur wiesgħa li jwassal għall-parti retrostanti tal-appartament (vide ritratti minn 10 sa 12, u 16). Hawnhekk jinsabu l-kamra tal-banju prinċipali u kamra tas-sodda (it-tnejn jieħdu d-dawl u l-ventilazzjoni mill-imsemmi *shaft*), *box room* żgħira, u żewġ ikmamar tas-sodda li jħarsu fuq il-bitħa ta' wara (vide

⁵ *National Commission Persons with Disability, Access for All Design Guidelines 2011.* Ara l-kapitolu 1.3 – *Main Entrance to a Building/Facility* u l-kapitolu 1.6 - *Lobbies and Corridors*, b' mod partikolari l-artikoli 1.3.09 u 1.6.04 *et seq.* rispettivament.

ritratti minn 13 sa 15, u minn 19 sa 21). L-akbar minn dawn il-kmamar tas-sodda għandha magħha kamra tal-banju *ensuite* li tiegħu d-dawl u l-ventilazzjoni mill-istess bitħa ta' wara (vide ritratti minn 17 u 18).

Irid jingħad ukoll li effettivament fuq il-faċċata li thares fuq it-triq hemm apertura waħda, kontinwa, tal-aluminju iswed, li testendi prattikament tul il-kamra tal-ikel kollha u kwazi mill-art sas-saqaf. Kif suespost, għandha l-aspett ta' nofs serra tal-ħgieg, propju għax in-nofs l-iehor jagħti għal barra, cjoè fuq terrazzin żgħir (vide ritratti minn 01 sa 04).

QISIEN TAL-FOND

Il-fond ikopri firxa totali (gross) ta' madwar mitejn u tmienja u erbgħin metri kwadri (248 m²). Id-daqs tal-ispazju utli (internament) huwa madwar mija u tmienja u sebghin metru kwadru (178.0 m²).

In toto, l-ispazju huwa mqassam kif ġej:

Kamra jew ambjent	Qies
Entratura (<i>hall</i>)	19.0 m ²
Salott (<i>lounge</i>)	19.5 m ²
Kamra tal-pranzu	26.4 m ²
Terrazzin mal-faċċata	6.1 m ²
Sogġorn (<i>living room</i>)	14.3 m ²
Bitħa interna (<i>shaft</i>)	11.3 m ²
Kċina	13.2 m ²
Kuritur u spazju ta' ċirkolazzjoni	29.3 m ²
Kamra tal-banju prinċipali	5.6 m ²
<i>Box room</i>	2.1 m ²
Kamra tas-sodda li thares fuq il-bitħa interna	11.7m ²
Kamra tas-sodda prinċipal (<i>master bedroom</i>)	22.2 m ²
Kamra tal-banju <i>ensuite</i>	4.4 m ²
Kamra tas-sodda li thares fuq il-bitħa ta' wara	10.2 m ²
Bitħa ta' wara (<i>backyard</i>)	18.4 m ²
Total	213.7 m²

REGOLI SANITARJI

Internament, l-għoli ċar tal-ambjenti jaqbeż 2.6 metri, bl-iżjed soqfa baxxi fil-kmamar tas-sodda (2.65 m) u l-ogħla saqaf fil-kamra tal-

pranzu (2.97 m). Imkien ma hemm suffitt, hliet fil-kmamar tal-banju, fejn l-għoli ċar ivarja minn 2.49 metri għal 2.56 metri. Għalhekk, fir-rigward tal-kwistjoni tal-għoli ċar, l-iżvilupp huwa konformi mal-Artikolu 15(1) tal-Legislazzjoni Sussidjarja 552.22 – Regolamenti dwar l-Ippjanar tal-Iżvilupp (Saħħa u Santità).

Fir-rigward tad-dawl *tax-shaft* u tal-biċċa ta' wara, peress li t-tnejn għandhom dawl li jissupera 3.0 metri, l-iżvilupp huwa konformi mal-Artikolu 16(1) tal-istess Legislazzjoni Sussidjarja.

4. Il-kundizzjoni tal-istruttura, tal-finituri, u tal-aperturi

STRUTTURA

L-istruttura tal-fond hi waħda konvenzjonali, b' hitan tal-ġebel tal-Franka jew *bricks* tal-konkos (*hollow concrete blockwork*), u soqfa tal-konkos rinfurzat. Generalment, il-kundizzjoni tal-istruttura u tal-finituri hi waħda tajba, u f'kwalunkwe każ, kommiturata għall-perjodu ta' meta nbena l-blokk t'appartamenti. Ma ġewx rilevati konsenturi jew ċaqlieg strutturali fil-kostruzzjoni.

FINITURI

Internament, kif suespost, bl-eċċezzjoni tal-kmamar tal-banju fejn il-hitan huma rivestiti b'madum taċ-ċeramika u twaħħlu s-suffitti (vide ritratti 13 u 18), il-hitan u s-soqfa huma miksija u mbajda b' żebgħa akrilika. L-art kollha hi mwittija b'madum taċ-ċeramika lewn newtrali, b'disinn vagament irġamat (vide ritratti minn 07 sa 12, 14 sa 17, u 19).

Esternament, fuq-quddiem b'nal bqija tal-blokk t'appartamenti, il-faċċata hi internament rivestita minn lastri tal-granit kulur griż ċar u madum taċ-ċeramika kulur griż skur, imqeda f'faxex jew meded orizzontali li jalternaw bejniethom (vide ritratti minn 01 sa 04). Fuq wara, l-hitan tal-biċċa huma miksija u miżbugħa b' żebgħa tar-ramel, kulur il-magnolja (vide ritratti 20 u 21). L-art ta' barra hi wkoll imwittija b' madum taċ-ċeramika li jixbaħ dak ta' ġewwa.

APERTURI

L-aperturi, li jharsu għal barra huma kollha tal-aluminju anodizzat kulur iswed. Internament, il-bibien kollha (inkluż dak prinċipali) huma *flush doors* tal-injam tal-kewba, verniċjat skur u illustrat.

5. L-att tal-akkwist u tifsira tal-piżijiet, kirjiet u jeddijiet oħra reali jew personali

L-ATT TAL-AKKWIST

L-aħħar darba li l-propjeta' immobiljari in eżami giet akkwistata, kien mill-intimat Emanuel Cassar, permezz ta' kuntratt datat fis-27 t'April 2005, fl-atti tan-Nutar Dottor Josette Cauchi.⁶

Kopji ta' dan l-att tal-akkwist qed jiġu esibiti u mmarkati minn Dok. 25 sa 42.

PIŻIJET U JEDDIJET

Inkluz mat-trasferiment tal-imsemmi appartement, hemm id-dritt perpetwu kif ukoll sehem relattiv tas-sjeda tal-partijiet komuni tal-blokk t'appartamenti intizi għall-użu komuni, inkluzi d-daħla u l-entrata, it-taraġ u l-lift, izda bl-eskluzjoni tal-bejt u l-arja tal-imsemmi blokk.

Il-fond *per se* igawdi mid-drittijiet u huwa soġġett għas-servitujiet riżultanti l-pożizzjoni tiegħu, inkluzi twieqi, dritt ta' passagg' tas-servizzi meħtieġa, pajpijiet tal-ilma, katusi tad-drenaġġ, u *wiring*; mill-bqija, liberu u frank bid-drittijiet u pertinenzi kollha tagħhom.

Dan il-bejgħ sar ukoll u għe aċċettat taħt it-termini u l-kundizzjonijiet kollha kif indikati fl-att, inkluz *inter alia* dan li ġej:

- i. L-imsemmija proprjeta' hi strutturalment soda, u mibnija bi u skont il-permessi meħtieġa fiż-żmien tal-kostruzzjoni tagħha.
- ii. L-imsemmija proprjeta' għet trasferita ħielsa minn kull dejn (ipoteki), ħielsa minn kull litigazzjoni, u b'pussess vakanti.
- iii. Jekk aktar sulari jinbnew fuq il-bejt tal-blokk t'appartamenti li minnu tiffirma parti l-proprjeta' trasferita, is-sidien tal-imsemmi bejt huma marbuta a spejjeż tagħhom, li jittrasferixxu s-servizzi kollha tax-Xerrej, jiġifieri tank u / jew tankijiet ta' l-ilma ta' kapacità ta' elf (1000) litru, u *aerials* tat-televiżjoni fuq il-bejt.
- iv. Ix-Xerrej għandu jkollu dritt ta' aċċess bla xkiel għas-saqaf tal-imsemmi blokk t'appartamenti, għall-installazzjoni, manutenzjoni u tiswijiet tal-imsemmija tank u / jew tankijiet tal-ilma, u antenni tat-

⁶ Number 110, Sale enrolled 12/5/2005, 8318/2005, Vol. I No. WPP 7636/2005.

televizjoni, kif ukoll id-dritt li jonxor, liema drittijiet komuni ingħataw x-Xerrej b'dritt perpetwu.

- v. Ix-Xerrej jimpenja ruħu li jidhol u jingħaqad mal-Assoċjazzjoni tas-Sidien mas-sidien l-oħra tal-appartamenti tal-istess blokk t'appartamenti, sabiex jiġi regolat it-tindif, tiswijiet, manutenzjoni, kif ukoll aspetti u oġġetti oħra konnessi mal-imsemmija partijiet komuni.
- vi. Ix-Xerrej huwa pprojbit milli jżomm annimali domestiċi fil-proprietà.

6. Dikjarazzjoni dwar jekk il-fond hux abitat jew okkupat minn terzi, u taħt liema titolu hu hekk okkupat

Prezentement, il-fond huwa abitat minn terzi, ossija; s-Sur Anthony Scerri, is-Sa Maria Victoria Scerri, u binthom is-Sa Roanna (Rhona) Scerri, detenturi tal-Karti tal-Identità bin-numri 0238950M, 056949G, u 028480M rispettivament, b'titolu *in solidum* ta' komodat.

Skond dikjarazzjoni li huma taw lill-esponent, ilhom jgħixu fil-fond mid-data tal-akkwist tal-propjetà mill-intimat Emanuel Cassar. In oltre, jiġi rilevat li l-kuntratt ta' komodat sar b'fthem bil-fomm, u għalhekk ma jeżistix kuntratt espress bil-miktub.

Kopja tal-korrispondenza mar-rapprezentant legali tal-familja Scerri qed tiġi esibita u mmarkata minn Dok. 43 sa 44.

Ilum 03 ta' Lulju 2024
 Deher il-Perit Legali / Tekniku:
Jevon Vella
 Li wara li ddikjara li thallas l-ammont lillu
 dovut, halef/halfet li qeda/qdlet fedelment
 u onestament l-inkarigu moghti lillu/ha

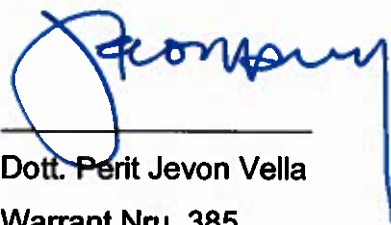
7. Il-valur tal-propjeta immobilyari in ezami

In vista tal-konsiderazzjonijiet hawn fuq maghmula, tal-propjeta tas-suq ghal-propjetajiet immobilyari simili, tal-ligijiet li jirrigwardaw l-izvilupp, tal-policies tal-ippjanar applikabbli kemm ghaż-zona kif ukoll ghall-klassi ta' zvilupp in ezami u tal-ligijiet sanitarji, l-esponent jistma l-valur prezenti tas-suq, liberu u frank tal-propjeta immobilyari in ezami, fl-ammont ta' miljun u disa' u ghoxrin elf ewro (€ 1,029,000.00).⁷

Jeftieg jiġi osservat però, li tenut kont tal-fatt li hemm persuni jirrisjedu fil-propjeta taht titolu ta' komodat, u peress li tali ftehim sar bil-fomm u allura ma giex iccarat għax l-esponent ma kellux l-opportunità li jikkonferma dan mal-intimat, dan it-titolu ma ttehdix in konsiderazzjoni fil-valutazzjoni. Madankollu, kemm-il darba it-titolu ta' komodat jiġi ccarat, il-valur tal-propjeta immobilyari jista' jiġi affettwat b'mod negattiv.

Għaldaqstant, l-esponent, in adempjament tal-inkarigu lillu moghti, għandu l-unur jissottometti għas-savju u superjuri gudizzju ta' din l-Onorabbli Qorti li tagħha jiddikjara ruħu, serv umli u ubbidjenti.


 Adrian Mallia
 Deputat Registratur


 Dott. Perit Jevon Vella
 Warrant Nru. 385


Jevon Vella
 architecture bureau
 46 St Paul V Street Starna SLM1421
 TF+356 21313183 M+356 99841286
 info@jvb.pro www.jvb.pro

- 5 JUN 2024
 prezentata mill- Perit J. Vella
 dok. elbgh dokumenti webbhin (44)

⁷ Din il-valutazzjoni saret permezz tal-metodu komparattiv a bazi tas-segweni linji gwida:

- Kamra tal-Periti, *Valuation Standards for Accredited Valuers*, 2012
- Awtorità tal-Artijiet, *Consolidated Document on Property Valuation*, 2017
- Royal Institute for Chartered Surveyors, *RICS Valuation - Global Standards (Red Book)*, 2021.

Il-prezz prezenti tas-suq jikkorrispondi ghal *Market Value*, cjoè "The estimated amount for which the property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without being under compulsion." (TEGOVA, *European Valuation Standards 9th Edition*, 2020.)

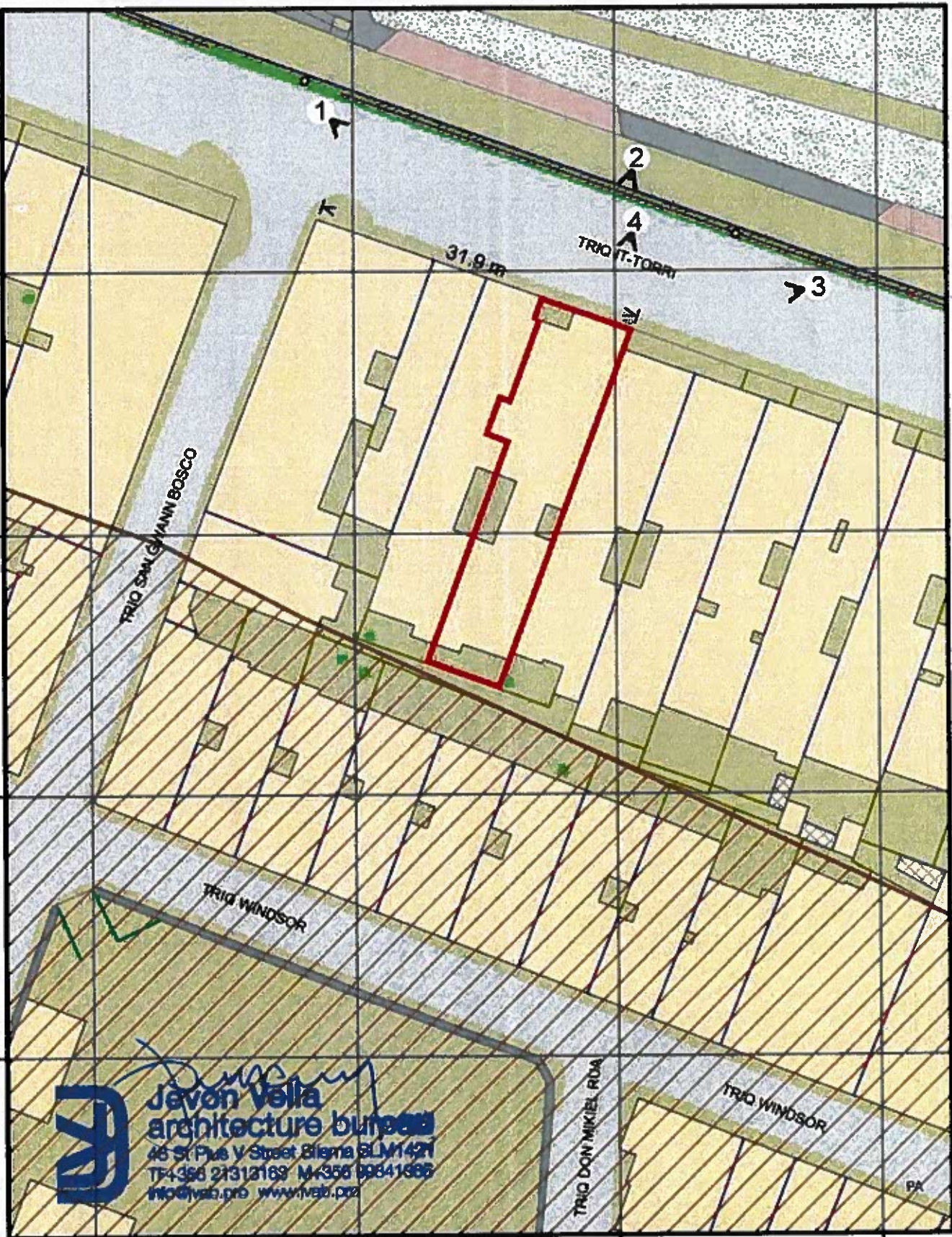
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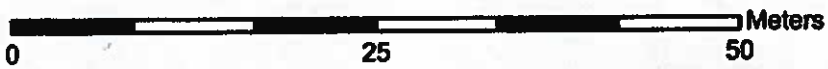


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1:500

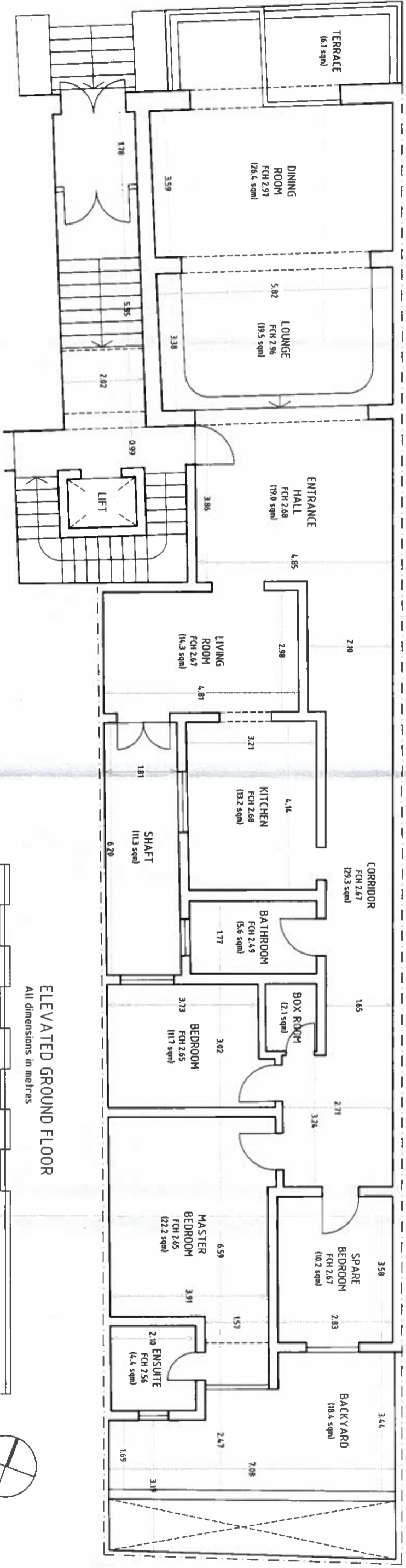
Date Printed: 10/05/2024

Compiled and published by the Mapping Unit, Planning Authority
 EPDF 02 020 - Streetwise data. ©2014). Developing Street Data Integration for the Maltese Islands, Planning Authority
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 Data captured from: 2018 aerial photography; 2020 unmanned aerial vehicles (UAVs)
 WGS 1984 UTM Zone 33N EPSG: 32633 M.S.L. (Mean sea level) Scale factor at the central meridian 0.9998
 Central meridian has a false origin of 350,000m, at 150 East of Greenwich.
 Northern projection has an origin of 0m at the Equator
 Not to be used for interpretation or scaling of scheme alignments. Copyright © PA Planning Authority



PLANNING AUTHORITY

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 Tel: +356 2200 0000, Fax: +356 2200 2295
www.pa.org.mt, mappingshop@pa.org.mt



third party property



ELEVATED GROUND FLOOR
All dimensions in metres



Jayon Vella
Architecture bureau
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 info@jvb.dz www/jvb.dz

NORTH HARBOURS LOCAL PLAN



AVTORITA' TA' MALTA DWAR L-AMBJENT U-L-PPJANAR
MALTA ENVIRONMENT & PLANNING AUTHORITY

Key

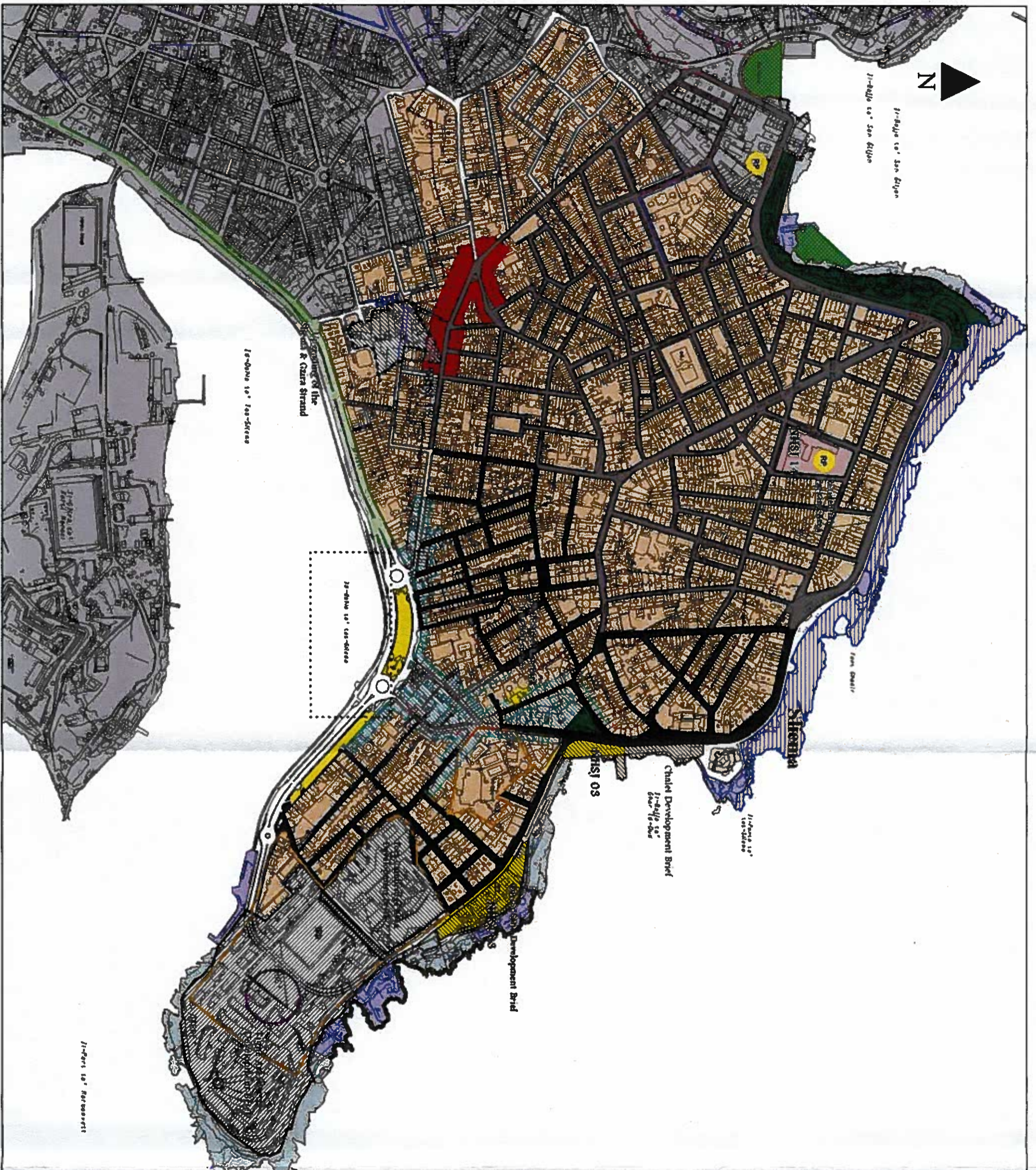
- Siema Primary Town Centre NHRE 01
- Urban Conservation Area NH-SE 09
- Local Centre NHRE 02
- Siema Town Centre
- Environmental Improvement NH-SJ 05
- Tigne Secondary Town Centre NHRE 01
- Area for hotel development NH-SJ15
- Opportunity Site NH-SJ 13
- Residential Area NH-HO 01
- Safeguarded for Community Facilities NH-SJ 13, 14
- Development Brief Areas NH-SJ 03, 13
- Beach Replenishment Area NH-CV 04
- Blue Flag' Beach Area NH-SJ 08
- Existing and Proposed Public Car Parks NH-SJ 03
- Priority Sites for off-street Residents Parking Zones NH-SJ 02
- Residents Parking Zone-Siema Town Centre Linked to Qaf-Si-Sana Car Park NH-SJ 02, 03, 05
- Residents Parking Zone-Inner Siema NH-SJ 02
- Pedestrian Priority
- Environmental Improvement NH-SJ04, 05
- Natural coast with public access NH-CV 03
- Coastal area with leisure uses NH-RL 03
- Public Open Space NH-RL 01
- Ferries Point - Landing for All Weather' Conditions NH-TR 06
- Proposed Limit to Development NH-SE 01
- Existing Limit to Development (TPS)
- Scheme Alignment

Siema & Tigne Point Policy Map

Scale: 1:6500
Date: July 2006
Map: SJ1

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

Base Maps - 1968 Survey Sheets (Updated)
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Doc 04

NORTH HARBOURS LOCAL PLAN



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

Key Building Height Limitations

- Outside UCA**
- (All floors indicated here are with semi-basement)
 - 3 Floors
 - 5 Floors
 - 7 Floors
 - 4 Floors
 - 6 Floors
 - 8 Floors

Within UCA NHSE 04

- (All floors indicated here are without semi-basement except for the provisions of NHSJ 06)
- 1 Floor
 - 2 Floors
 - 3 Floors
 - 4 Floors
 - 5 Floors
 - 6 Floors

- Plus 1 Receded Floor
- Plus 2 Receded Floors
- Plinth or Raised Ground Floor

Urban Design

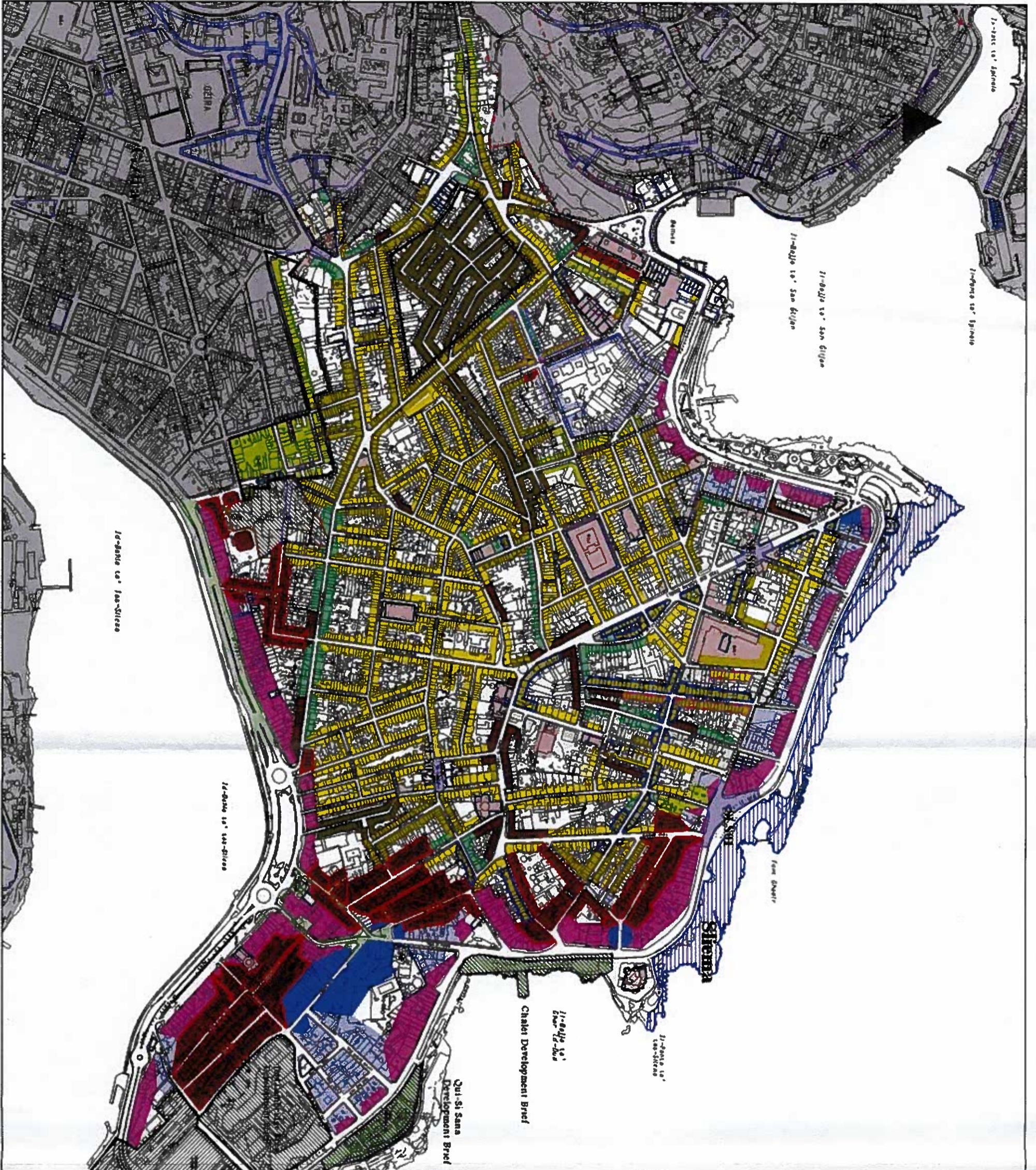
- Urban Conservation Area NHSE 09
 - No semi-basement within area enclosed by black line
 - Institutional Buildings or Other Sites with no Specified Building Height NHSE 04
 - Upgrading of Public Open Spaces NHSE 05
 - Landmark Buildings NHSE 08
 - Environmental Improvements
 - Development Brief Areas NHSJ 13
 - 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.

Building Height & Urban Design

Scale: 1:6000
Date: July 2006
Map: SJ3

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

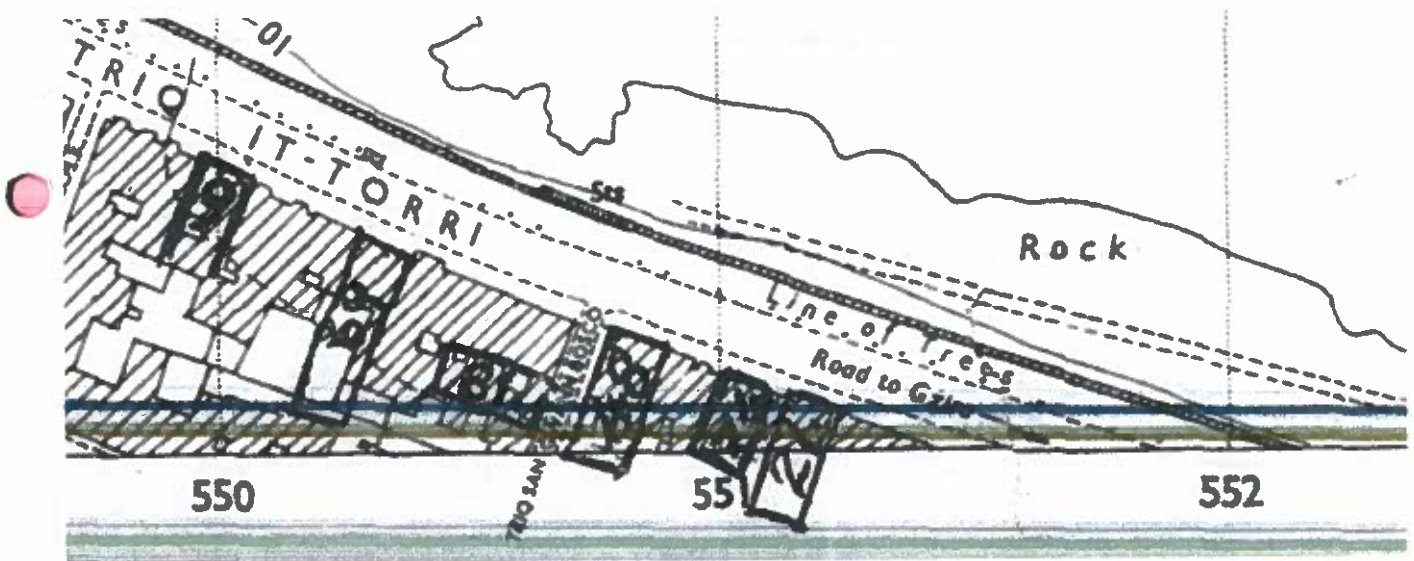


Jevon Vella

From: David Cassar <David.Cassar@pa.org.mt> on behalf of Archives
<Archives@pa.org.mt>
Sent: Monday, 27 May 2024 12:09
To: 'Jevon Vella'
Subject: RE: 182/183 Tower Reef, Triq it-Torri, Tas-Sliema

Għażiż Dr Perit Vella,

Skuzani. Ma kontx fhimt li din il-parti kienet għadha mhix risolta.



Hawn fuq qed nuri estratt tal-plotting records tal-PAPB, fejn jidhru dawk il-plots li dwarhom kienu dahlu xi applikazzjonijiet bejn l-1976 u l-1978.

Jekk ma hemm l-ebda kaxxa mpingija fuq il-plot, allura ma kienux dahlu applikazzjonijiet, u ma hemm xejn aktar li għandek bżonn tara. Pero, jekk taħseb illi l-kaxxa mmarkata bin-numru "74" taqa' fuq is-sit in kwistjoni, allura l-Awtorità m'hix f'pożizzjoni tkun taf dak in-numru ta' riferenza għal liema applikazzjoni qed tirreferi.

L-Awtorità għandha ukoll registru fejn kienu jitnizlu l-applikazzjonijiet li jidhlu kull sena, b'indikazzjoni tal-applikant, il-perit u l-indirizz tas-sit, iżda dan tal-aħħar rari li kien ikun dettaljat. Min tfittxija li għamilt bid-dettalji tal-perit (l-applikant kien l-istess perit) tal-PB/03251/73, ma rrizulta xejn bejn l-1976 u l-1978; tfittxija bin-numri tal-bibien ma rrizulta fl-ebda applikazzjoni (għax hafna indirizzi jgħibu biss l-isem tat-triq); tfittxija għal Triq it-"Torri" ma tghat l-ebda rizultati; filwaqt li tfittxija għal "Tower" Road rritornat biss applikazzjoni għal "Bayview Bar, Tower Road, Sliema", li jinsab ferm il-bogħod.

Għalhekk, f'dan il-mument l-Awtorità mhix f'puzizzjoni li tindika n-numru tal-applikazzjoni relevanti.

Sadanittant, niġbidlek l-attenzjoni li l-applikazzjoni PB/02401/88 kienet titlob biex il-bini f' 182, Tower Road jitwaqqa u jinbena bini iehor minflok (f'każ li dan ixjejn l-importanza li jinstabu applikazzjonijiet precedenti).

Tislijiet,

David Cassar

Assistant Director (Operations)



PLANNING AUTHORITY

St Francis Ravelin, Floriana. FRN 1230, Malta

☎ 2290 0000 | ✉ David.Cassar@pa.org.mt

www.pa.org.mt

Please read our Email Policy: <https://pa.org.mt/email-policy>

From: Jevon Vella

Sent: Saturday, May 25, 2024 9:18 PM

To: David Cassar <David.Cassar@pa.org.mt>; Archives <Archives@pa.org.mt>

Cc: eApps <eapps@pa.org.mt>; frontdesk@pa.org.mt.

Subject: RE: 182/183 Tower Reef, Triq it-Torri, Tas-Sliema

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Ghaziz Sur Cassar,

Grazzi tar-risposta tieghek fir-rigward ta PA/00565/91.

Kif diga spjegajt fl-email precedenti, hemm zewg kwistjonijiet li jirrigwaraw dan is-sit. Diga staqsejt mal-front desk rigward dawn, u d-direzzjoni li nghatajt kien propju li nikteb direttament lill-eApps Section u lill-Archives section rispettivament. Fir-rigward tal-kwistjoni li milli jidher kienet tirrigwarda l-eApps Section, ukoll gejt indirizzat mill-istess sezzjoni sabiex nikteb lill-Archives Section (ara l-korrispondenza hawn taht). Ghaldaqstant, hemm kwistjoni ohra, pendenti, li ghadni qed nistenna kjarifika dwarha, kif gejt:

Mir-ricerki li ghamilt fl-arkivi taghkom (Old Records Search - Survey Sheets) mal-front desk nhar it-13 ta' Mejju, jirrizulta li hemm 'back sheet' nieqsa bejn is-sena 1976 u s-sena 1978 (kif anness). Xtaqt nistaqsi jekk ikunx possibbli li tali permess ikun accessibbli halli nkun nista nezaminah u anke naghmel xi kopji. Nixtieq nigbigbed l-attenzjoni li ghalkemm illum il-font ghandu n-numru civiku 182/183, jidher li f'xi zmien kien indikat bhala 198 (ara permess PB 3251/73).

Tislijiet,

J.

Dr Jevon Vella

From: David Cassar <David.Cassar@pa.org.mt> On Behalf Of Archives

Sent: Friday, 24 May 2024 19:33

To: 'Jevon Vella' <jevon@jvab.pro>

Subject: RE: 182/183 Tower Reef, Triq it-Torri, Tas-Sliema

Għażiż Dr Perit Vella,

Ir-referenza għall-applikazzjoni PA/00565/91 fi Triq it-Torri Sliema hija errata għaliex ma teżisti l-ebda applikazzjoni PA/00565/91, u din għandha titneħha fil-granet li ġejjin. Biex inserraħlek moħħok iċċekkja id-dettalji tal-applikazzjoni PB/00565/91 (li teżisti) izda din tkopri sit fil-Mosta u ma għandha x'taqsam xejn mas-sit impengi fuq il-Geoserver.

F'każ li fil-futur ikollok mistoqsijiet dwar kwalunkwe applikazzjoni qadima, jekk jogħġbok ikkomunika direttament ma frontdesk@pa.org.mt.

Tislijiet,

David

David Cassar

Assistant Director (Operations)



PLANNING AUTHORITY

St Francis Ravelin, Floriana. FRN 1230, Malta

☎ 2290 0000 | ✉ David.Cassar@pa.org.mt

www.pa.org.mt

Please read our Email Policy: <https://pa.org.mt/email-policy>

From: Jevon Vella

Sent: Friday, May 24, 2024 4:48 AM

To: Archives <Archives@pa.org.mt>

Cc: eApps <eapps@pa.org.mt>

Subject: FW: 182/183 Tower Reef, Triq it-Torri, Tas-Sliema

Importance: High

CAUTION: This email originated from OUTSIDE of the Planning Authority. DO NOT CLICK LINKS, OPEN ATTACHMENTS or REPLY unless you recognize the sender and know the content is safe.

Għall-attenzjoni tal-Archives Section,
Awtorita dwar l-Ippjanar

Nirreferi għall-email tiegħi tat-13 ta' Mejju, kif ukoll għal email simili indirizzata lill-eApps Section u r-risposta sussegwenti tas-Sur Stephen Conchin (kopja tal-korrispondenza annessa).

Apparti t-talba li għamilt precedentement fir-rigward tal-Old Records Search (are hawn taht), mir-ricerki fuq il-Map Server, jirrizulta wkoll li hemm permess PA/00565/91 abbinat ma dan is-sit, madankollu, meta nagħfas il-Website Link, ninghata messagg li ma jeżistix (This Application Number does not exist). Diga tlabt kjarifika lill-eApps Section rigward dan, izda gejt indirizzat sabiex nistaqsi

mas-sezzjoni taghkom. Kemm il-darba jirrizulta li hemm xi permess, nitlob jekk jistax isir accessibbli halli nkun nista nezaminah u anke naghmel xi kopji.

Tislijiet,
J.

Dr Jevon Vella

From: Jevon Vella <jevon@ivab.pro>
Sent: Monday, 13 May 2024 23:46
To: 'archives@pa.org.mt' <archives@pa.org.mt>
Subject: 182/183 Tower Reef, Triq it-Torri, Tas-Sliema

Ghall-attenzjoni tal-Archives Section,
Awtorita dwar l-Ippjanar

Gejt mahtur bhala perit/espert fl-atti tal-mandat ta' qbid ta' hwejjeg (Subbasta 68/23) ta' wiehed mill-appartamenti fil-font hawn fuq imsemmi.

Mir-ricerki li ghamilt illum fl-arkivi taghkom (Old Records Search - Survey Sheets) jirrizulta li hemm 'back sheet' nieqsa bejn is-sena 1976 u s-sena 1978 (kif anness).

Xtaqt nistaqsi jekk ikunx possibbli li tali permess ikun accessibbli halli nkun nista nezaminah u anke naghmel xi kopji.

Nixtieq nigbigbed l-attenzjoni li ghalkemm illum il-font ghandu n-numru civiku 182/183, jidher li f'xi zmien kien indikat bhala 198 (ara permess PB 3251/73).

Tislijiet,
J.

Dr Perit Jevon Vella
Warrant no. 385

Jevon Vella_architecture bureau

46 St Pius V Street Sliema SLM 1421 Malta | T +356 21313163 | M +356 99841365 | info@ivab.pro

Case Number: PA/01968/98
Report Name: Case Officer Report

Press Date : 4/25/1998

Application Type : Telecommunications antennae

Architect : Mr. Stivala A.V.

Applicant : Mr John Bonello

Location : 182/183, Triq It-Torri, Sliema

Proposal : Installation of two satellite dish antennae.

— NOTES TO COMMITTEE —

1 - The Wireless and Telegraphy Branch of the OPM has not been consulted on the proposal since it is objectionable in principle.

— CASE OFFICER REPORT —

Site is located in scheme 27a at Tower Road Sliema.

Applicant is requesting to place 2 satellite dishes at roof level.

Building is covered by permit PB 208/90/2401/88 issued on the 19th January 1990 for the demolition of the existing building and re-erect flats and basement garages for private cars as per fresh plans 27 and condition DC 1/88. Height of building not to exceed 5 floors plus the underlying basement.

A request was submitted for the erection of three additional floors and a permit PB 4134/91/2401/88 was issued on the 15th November 1991 to erect the 5th, 6th and 7th floor, subject that height of building should not exceed 8 floors plus the underlying basement.

A request in front of the Select Committee was then submitted for the erection of a penthouse, where the Committee accepted applicant's request on condition that the penthouse should consist of only one unit and be receded with a minimum of 5m from the rear of the 5th, 6th and 7th floor. Then a building permit PB 4169/92/2401/88 was issued on the 30th November 1992 to erect a penthouse subject to conditions A on form DC1/88. Permit issued in terms of para 14b of Act X of 1988.

Now architect is requesting to place two satellite dish antennas at roof level of the existing penthouse.

Para 5.6 of the Development Control Guidance for Satellite Dishes and Telecommunications Antennae of the Planning Fact Book indicates that permission will not be granted for the siting of satellite dish antennas on the roof of washrooms,

Case Number: PA/01968/98
Report Name: Case Officer Report

stairwells and on the roof of the penthouse. In addition, contrary to paragraph 5.1 of the policy paper, more than 1 dish antenna is being proposed.

Hence the proposal cannot be considered as acceptable and a refusal is being recommended.

REFUSE - for the following reasons:

5 - The proposal infringes para 5.6 of the Policy "Development Control10 - The proposed development is incompatible with the urban design and environmental characteristics of the area. It would not maintain the visual integrity of the area and so does not comply with Structure Plan policy BEN 2.

This report to the

Case Officer : George Delmar

Endorsed by :

Dok 11
Obh
88

COPY

Permit No.: **4134/91/2401/88**

PB



**WORKS DEPARTMENT
BUILDING PERMITS SECTION
BELTISSEBH**

15 NOV 1991

BUILDING PERMIT

Permit is hereby granted to **Messrs. George Kuareb and Dennis Gatt,
Sante Maria,
Mons. Alf. Mifoud Street,
B'Kara.**

by the

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

17.3.91.

to carry out the works described in his/her application of the **182 Tower Road, Silema.**

at

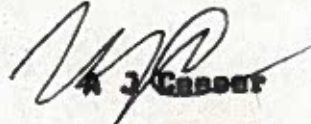
under the conditions specified hereunder:

To erect proposed fifth and sixth and seventh floors as per fresh plans/elevations (PAPB 2401/88/76 submitted with letter dated 17.3.91. subject to general conditions (A) on form DC 1/88 and other conditions as applicable, namely:- (B) - Conditions for underlying basements and garages. Balconies should not be in gold, silver or bronze aluminium. Height of building should not exceed eight floors plus underlying basement.

Permit No. 208/90/2001/88 dated 19.6.90. is hereby being cancelled.

~~X~~

- (1) 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.
- (2) This permit is granted saving any third party civil rights.
- (3) 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.


A. J. Casser
SECRETARY PAPB

cc. Architect

KOPJA

Permess Nru.:

PB



DIPARTIMENT TAX-XOĠHLIJET
TAQSIĀMA TAL-PERMESSI TAL-BINI
BELTISSEBH

PERMESS TAL-BINI

B'dan qiegħed jingħata permess li

mill-

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

biex isiru xogħlijiet fl-applikazzjoni tleghu/tagħha tal-

fi

skond il-kundizzjonijiet speċifikati hawn taht:

- (1) Il-permess tal-Bord dwar Area ta' Pjan Regolatur huwa validu għal sentejn mid-data tal-ħruġ u jista' jiġi rtirat matul il-perjodu ta' validità mingħajr id-dritt ta' hias jew kumpens mill Gvern.
- (2) Dan il-permess qed jingħata mingħajr preġudizzju ta' drittijiet ċivili minn terzi persuni.
- (3) - Dan il-permess ma jehliex lill min jingħata mill-ħtieġa li jkseb minn xi Dipartiment jew Awtorità, permess, liċenzja jew kull permess ieħor meħtieġ minn xi liġi jew regolament fis-seħħ minn żmien għal żmien dwar il-kostruzzjoni, rikostruzzjoni, tiswija, jew tibdil f'bini jew għall-ksib ta' materjal għal dawn ix-xogħlijiet.

Kopja: Perit

SEGRETARJU
Bord għall-Permessi tal-Bini

FORM TH

DEVELOPMENT CONTROL - WORKS DEPARTMENT

CONDITIONS FOR TERRACED HOUSE DEVELOPMENT IN TERMS OF:

- (i) The PLANNING AREA REGULATIONS 1962;
 - (ii) The AESTHETICS BUILDING ORDINANCE (Chapter 1.35) of the revised edition;
 - (iii) Section 85 (p) of the CODE OF POLICE LAWS Chapter 13
-

1. Applicant shall before starting building operations, open up the street and bring it to its proper and approved formation level. If this condition is not adhered to, then this permit is to be considered withdrawn
2. All soil is to be dumped to any place where indicated by the Director of Agriculture.
3. 6.3 metres frontage per dwelling and restricted sites with a frontage less than 6.3 metres, only one dwelling unit is allowed.
4. Stairwells may be erected at roof level provided their height shall not exceed 8 courses above roof level and are set back at least 1.8 metres from facade. The area of a washroom shall be approximately 14 sq. metres with a setback of 4.25 metres from facade.
5. Water storage tanks on roofs have to be properly screened from view. Such tanks and their screen shall not rise more than 1.8 metres above roof line and setback at least 4.25 metres from the facade.
6. Lifts in blocks of flats are only allowed to go up to the last habitable floor and NOT up to roof level. Height of lift walls shall not exceed 6.5 metres from the floor level of the last habitable floor and are to be set back at least 4.25 metres from the facade.
7. Lifts in Hotels are allowed to go up to roof level provided the lift is properly designed and duly approved by the Department.
8. The front elevations should be constructed in local stone.
9. On sites zoned for industrial use, the ground floor should consist of warehouses or workshops. Dwellings at first floor may be erected provided that it is internally connected to the underlying workshops.
10. Garages other than in Industrial Areas are not to be roofed over higher than 12 courses, garage door not to exceed 10cns x 3 metres.

11. The underlying basement/garage may be roofed over not higher than 6 courses above the road level.
12. The ramp down leading from the road to the underlying base-ment/garage shall at no point along its length be steeper than 1:6
13. The steps leading to the ground floor should recede 1.5 metres from the front garden alignment.
14. Not more than 6 risers (5 steps) shall be erected in the front garden.
15. The public sewer is to be extended up to applicant's site at his own expenses before any building works are to be taken in hand. The Building Inspectors have instructions not to inspect and approve the Damp Proof Course unless the above is to be adhered to.

CONDITIONS FOR INTERNAL GARAGES

- a) Garages to be used for garaging private cars only.
- b) Garages not to be roofed over higher than 9 courses and the doors not to be wider than 2.44 metres.
- c) Roof is not to be accessible except for maintenance purposes.
- d) Water cistern is to be constructed with enough capacity to store rain water run-off built-up area.
- e) Common area is to be paved in concrete and adequately drained on to street.

CONDITIONS IN TERMS OF THE AESTHETICS ORDINANCE (CHAPTER 135) OF THE REVISED EDITION

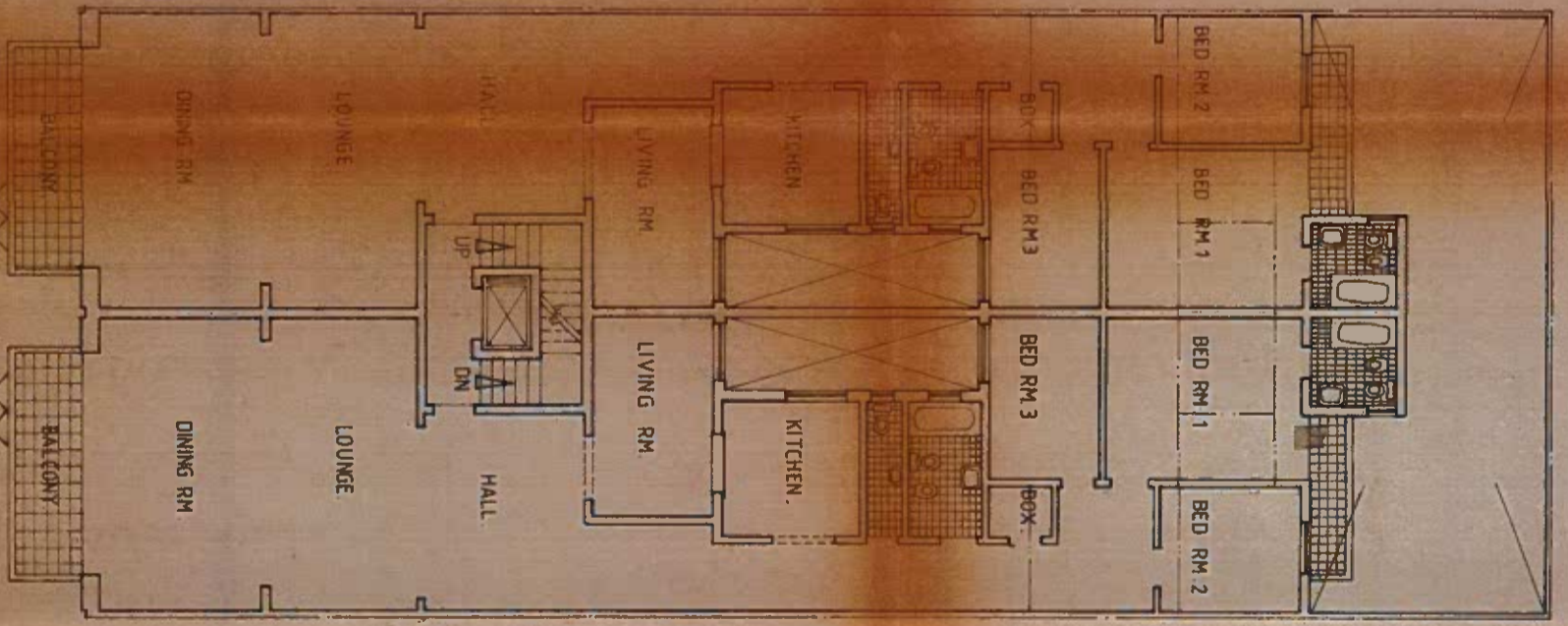
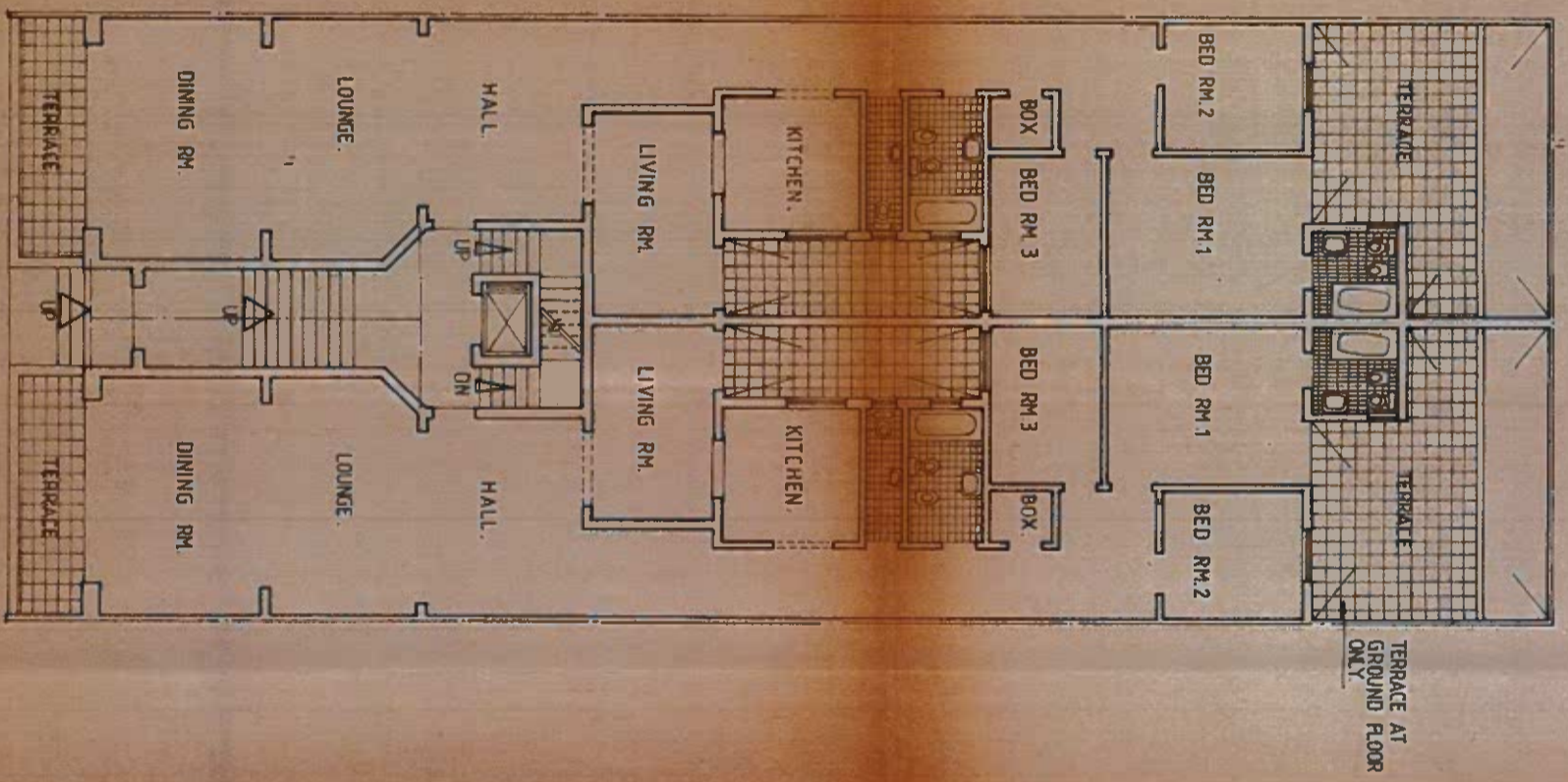
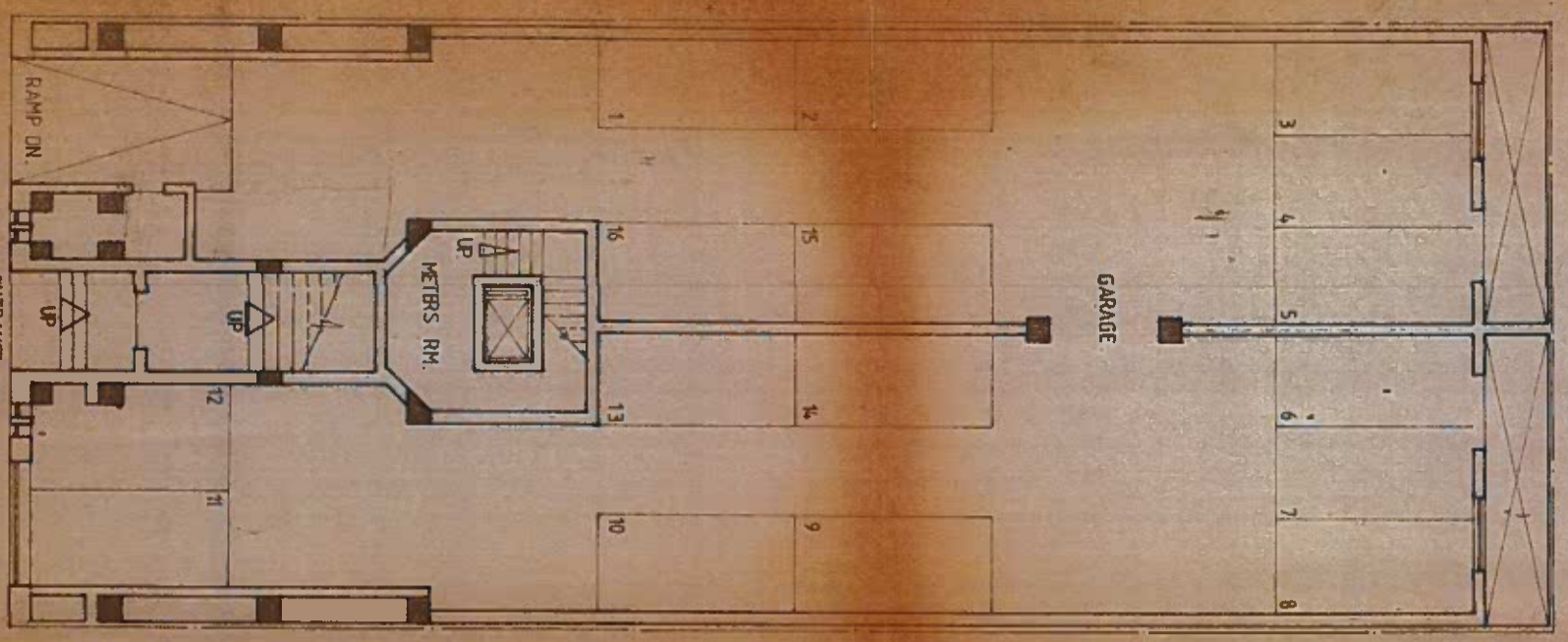
- (i) The limit of any projection, if it is applicable should be obtained from the Works District Office of the area concerned.
- (ii) The balcony slab does not project more than 10.16cms (4") beyond the edge of the corbels.

GENERAL

The doors and windows (the lower edge of which is less than 6 ft from road level) should not open outward unless there is a front garden.

No building material or equipment shall be allowed to obstruct the smooth flow of traffic in the road/s in the vicinity of the site on which works are in progress.

Where a swimming pool is to be built, the approval of the Manager of Water Works Department is to be obtained before works are taken in hand.



SANITTA
APPROVED
 23 APR 1991
 Jean de-Coud Narduca
 Sanitary Engineering Officer



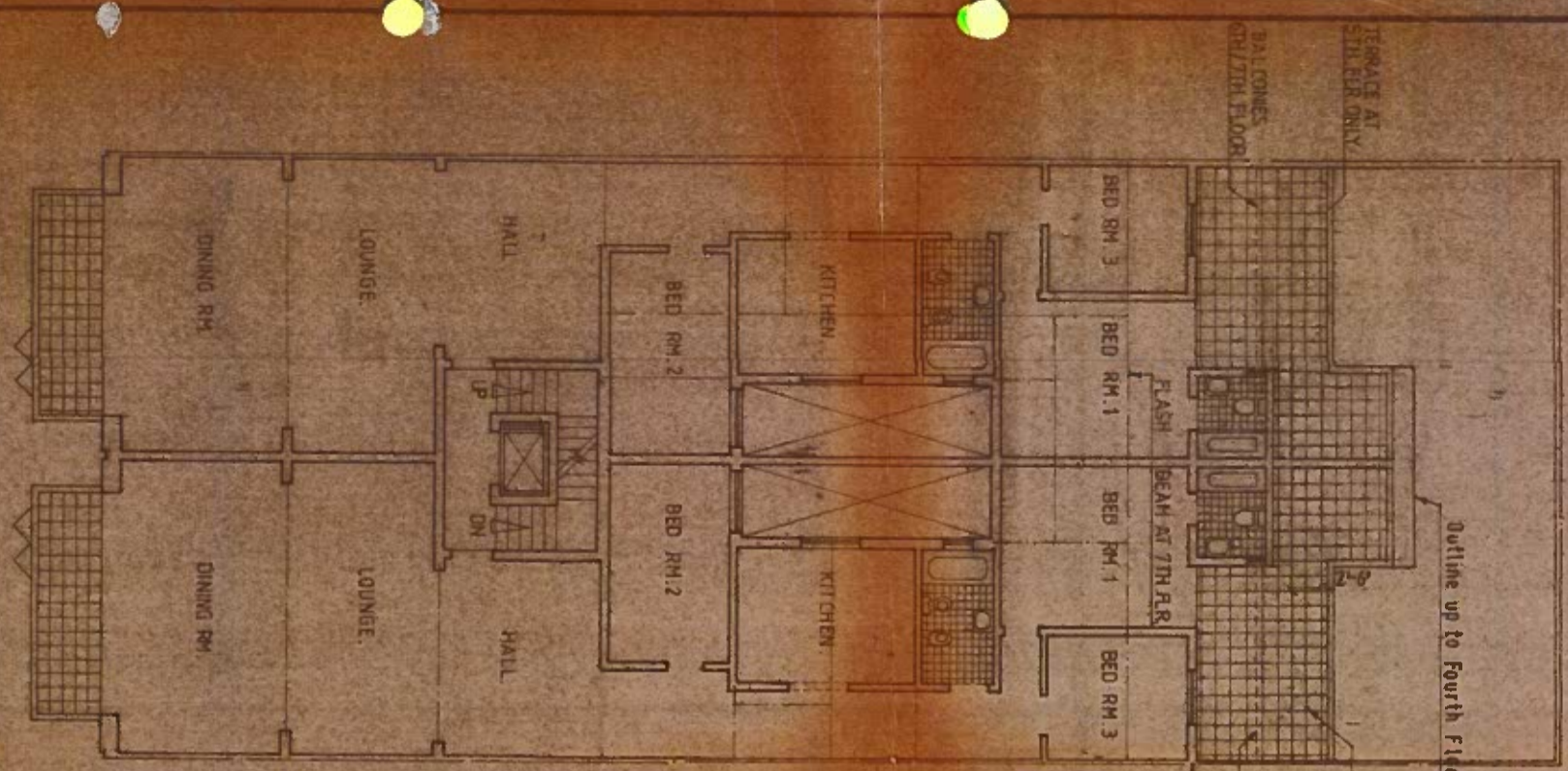
Architect: G. CIVIL ENGINEER
 Office Address: 40, Victoria Street, Sliema, Malta. Tel: 21431100

Job: PROPOSED FLATS AT N° 24/2183, TOWER ROAD - SLIEMA

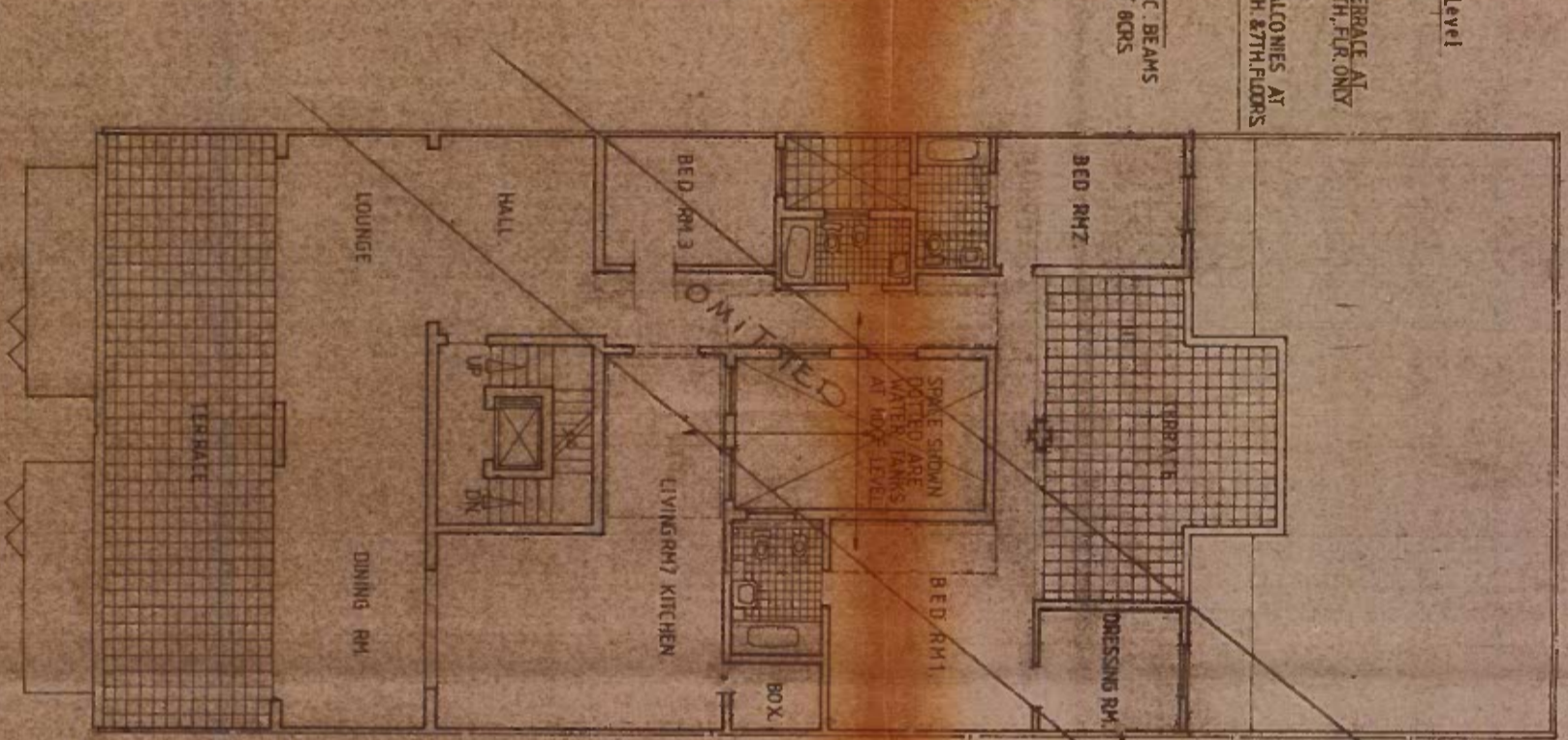
desc: FLOOR PLAN LAYOUTS

Scale:	1/100
Client:	DEBOND/XUEREB
Drawn No:	24/2183
Sheet No:	1
Sheet of:	2
Rev:	1
File:	58/88

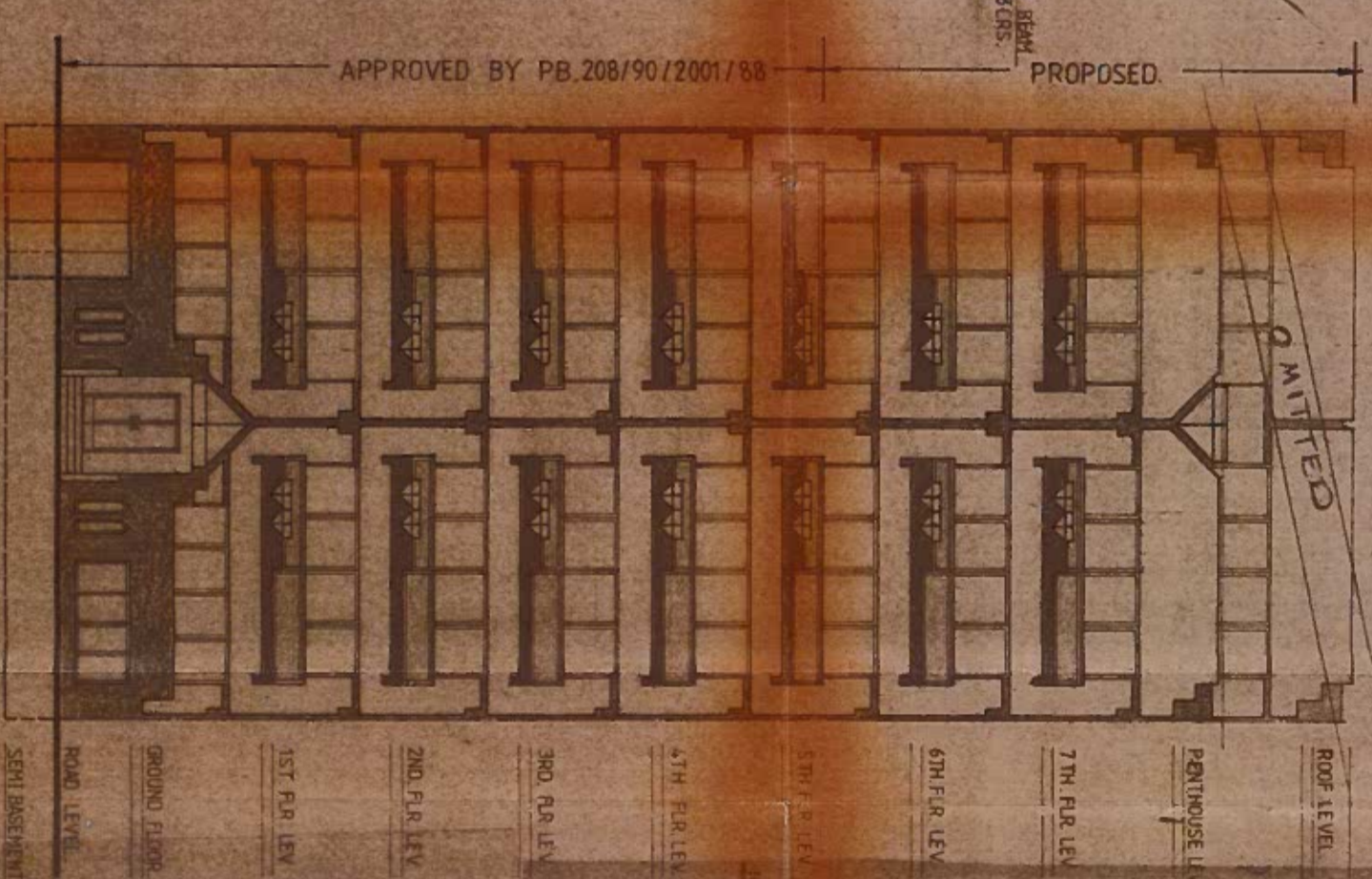
DOK 15



5TH, 6TH AND 7TH FLOOR PLAN.



PENTHOUSE FLOOR PLAN.



FRONT ELEVATION

APPROVED
26/11/6/1991
APPROVED

APPROVED
- 6 MAY 1991
APPROVED

ROOF LEVEL
PENTHOUSE LEVEL
7TH FLOOR LEVEL
6TH FLOOR LEVEL
5TH FLOOR LEVEL
4TH FLOOR LEVEL
3RD FLOOR LEVEL
2ND FLOOR LEVEL
1ST FLOOR LEVEL
GROUND FLOOR
ROAD LEVEL
SEMI-BASEMENT

Scale	1/100	File	58/88
Client	DR. EDONDI/XUEREB	Sheet	2
Drawn	2	Year	1
Drawn No.	21/90	Year	58/88

SITE AT SLEIHA
SCALE 1/2500
MALTA SURVEY SHEET 5474/5475

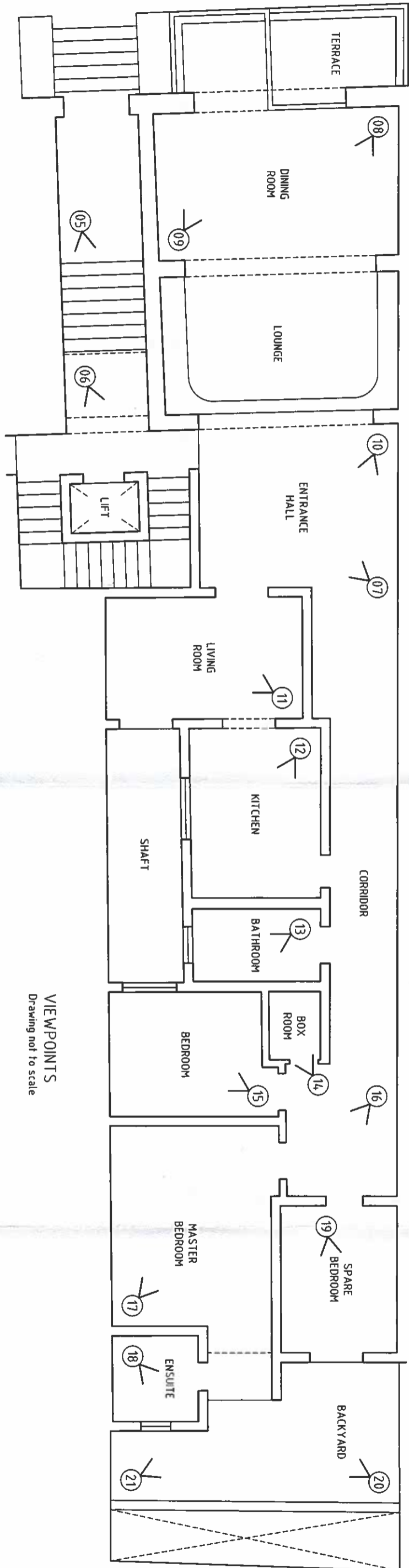
Sanita
APPROVED
24/1/1991 1991
Jean de Dieu - Standards
Survey Engineering Office



76

Dok 1b

Obc



VIEWPOINTS
Drawing not to scale



Ritratt 01



Ritratt 02



Ritratt 03



Ritratt 04



Ritratt 05



Ritratt 06



Ritratt 07



Ritratt 08



Ritratt 09



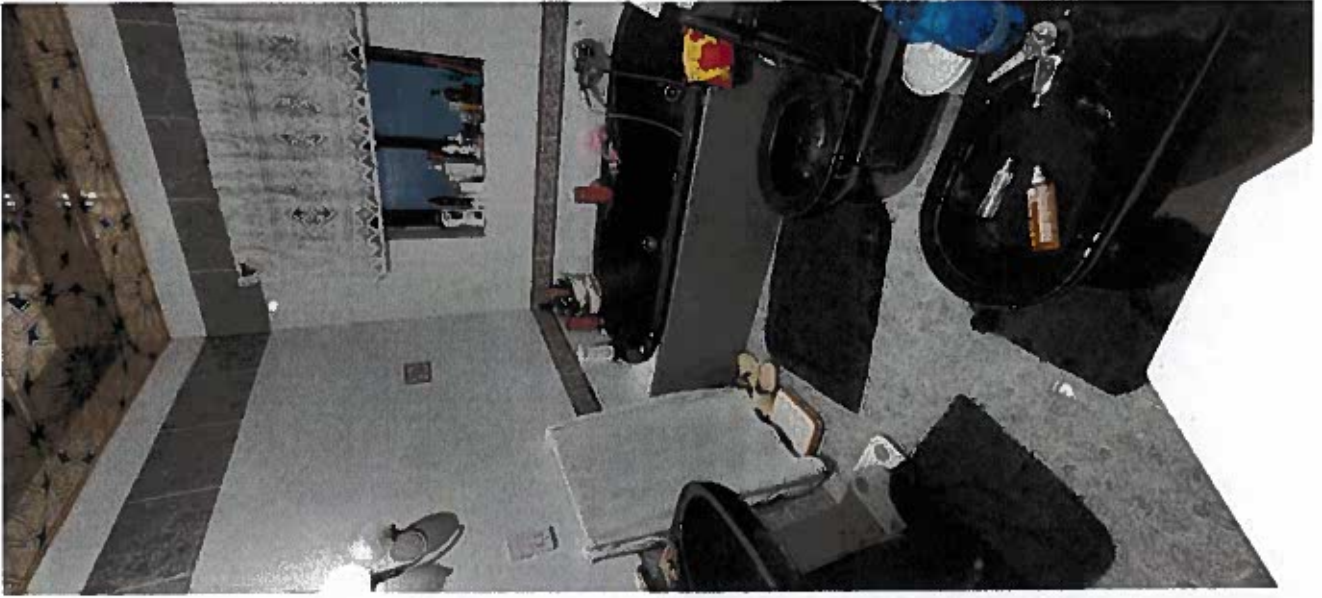
Ritratt 10



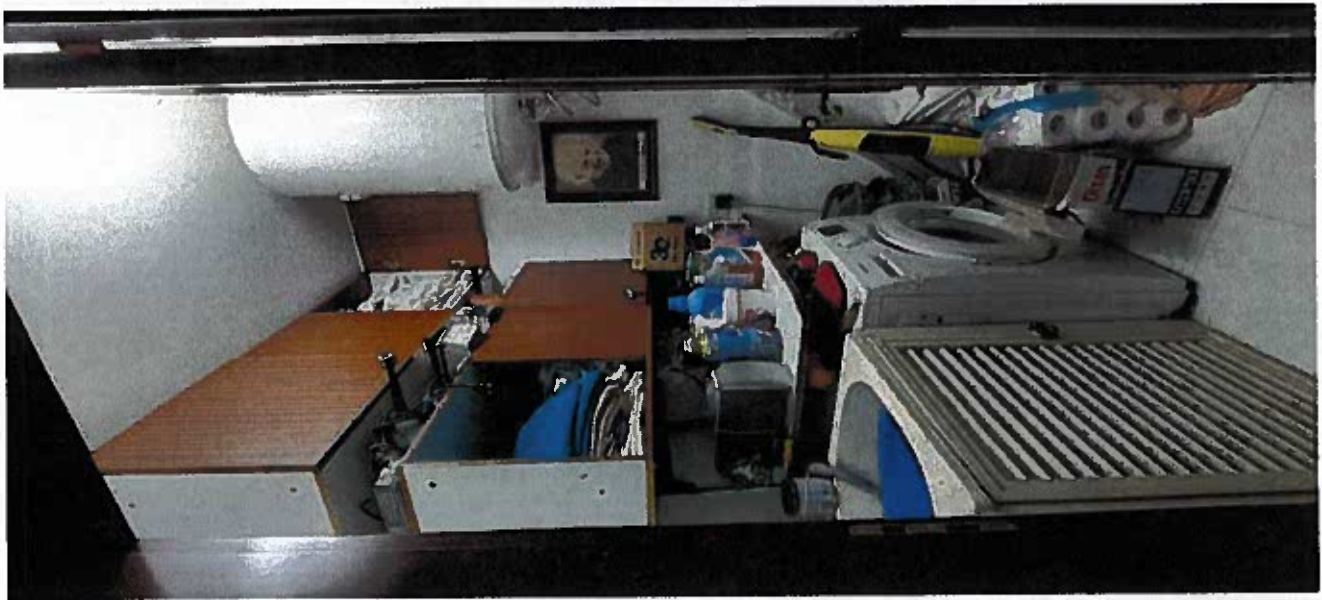
Ritratt 11



Ritratt 12



Ritratt 13



Ritratt 14



Ritratt 15



Ritratt 16



Ritratt 17



Ritratt 18



Ritratt 19



Ritratt 20



Ritratt 21

Dok 25 104 HBC 3

01233

10

Today, the twenty-seventh day of April, of the year two thousand and five (2005)

Number	110
Sale	
Enrolled	12/5/2005
	8318/2005
Vol. No.	
W.P.P.	7636/2005

Before me *Notary* **Notary Public Doctor Josette Cauchi**, duly admitted and sworn, have personally appeared after I Notary, have ascertained the identity of the parties according to Law:-

Of the one part, and hereinafter referred to as "the Vendors":-

- [A] **Carmen Borg** [holder of Maltese identity card number 813736M], widow of Salvatore, daughter of the late Paul Sammut and of the late Luigia nee Baldacchino, born in Lija and residing at Sliema [Apartment one (1), 'Tower Reef', Tower Road];
 - [B] • **Mario Borg** [holder of Maltese identity card number 581859M], self-employed, born in Birkirkara and residing at Kappara, limits of San Gwann ["Uplands", Triq l-Alwet]; and
 - **Claudio Borg** [holder of Maltese identity card number 745457M], self-employed, born in Birkirkara and residing at Lija [number five (5), Triq Santa Mansweta];
- Brothers Borg**, children of the late Salvatore and of the said Carmen nee Sammut.

Of the second part, and hereinafter referred to as "the Purchaser":- **Emanuel Cassar** [holder of Maltese Passport number 601465], businessman, son of the late Anthony and Josephine nee Caruana, born in Victoria, Gozo and residing at Sydney, Australia; for and on whose behalf, there appears hereon this deed, **Peter Pisani** [holder of Maltese identity card number 111702L], businessman, son of John and of Carmen nee Muscat, born in London, England and residing at Nadur, Gozo ["Our Paradise", Duru Street]; and this as duly authorized in virtue of a power of attorney, dated the twenty-seventh day of

September of the year two thousand and four (27th September, 2004), hereto attached and marked as document letter 'A'.

And in virtue of this deed, the Vendors *in solidum* between them, hereby sell, convey and transfer unto the Purchaser who accepts, purchases and acquires:-

The flat, internally numbered one (1), situated at ground-floor level, which flat forms part of a block of flats and an underlying garage complex at basement level, built on the site previously occupied by the tenements numbered one hundred and eighty-two (182) and one hundred and eighty-three (183), in Tower Road, Sliema, Malta.

The said block of flats of which the flat herein transferred forms part is without an official number and is named 'Tower Reef', which block is bounded on the North-East by Tower Road, on the South-East by property of Adrian Mifsud and others or their successors in title, and on the North-West by property of Colonel Cachis and others or their successors in title.

The said flat overlies and underlies third party property.

Included with the transfer of the said flat, is the right of use in perpetuity, as well as a proportionate share in ownership, with the other owners of the said block, of those parts in the block which are intended for common use, including, the entrance, the entrance hall, stairs and the lift, excluding however, the roof and airspace of the said block.

Included also with the transfer of the said flat, there is the garage space, internally numbered one (1), situated at basement level, forming part of the garage complex, which garage complex underlies the above-mentioned block of flats.

The said garage space measures approximately twelve square metres (12/sq.m.) and is accessible from an unnumbered entrance in Tower Road, Sliema.

The said garage space is better shown in blue on the plan marked as document letter 'A' annexed to a deed in the records of Notary Angelo Vella, dated the eighteenth day of May, of the year nineteen hundred and ninety (18th May, 1990).

Included with the said garage space, there is the undivided proportionate share of those parts in the said garage complex, which are intended for common use.

01295

The said flat and garage space enjoy the active rights and are subject to the passive servitudes arising from their relative position, including windows, right of passage of the necessary services, pipes, drains and wiring, otherwise free and unencumbered, with all their rights and appurtenances.

The said property is not in a land registration area.

At the same time, and also in virtue of this present deed, the Vendors, are hereby jointly selling, assigning and transferring to the Purchaser, who accepts, purchases and acquires, numerous movable objects and accessories which are located in the said immovable property. These said movable objects are better listed on the list hereto attached and marked as document letter 'B'.

At the same time, the Vendors are granting to the Purchaser, who accept, possession of the said movables.

These said movables and accessories, are being transferred and accepted, for the global price of eight thousand Maltese Liri (Lm8,000), which sum is being paid herewith, and for which full and final receipt is being granted by the Vendors to the Purchaser.

For the purposes of the Acts relating to the payment of Duty on Documents, the Vendors and the Purchaser declare, that the price of the movables aforementioned, as distinct from the price of the immovable property, is a true, real and fair price, and this the parties declare, after I, the undersigned Notary have duly explained the importance of this declaration to the parties, in terms of the said Acts.

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

- For the agreed price for the immovable property of one hundred and sixty-seven thousand Maltese Liri (Lm167,000), which sum is being paid on this deed and for which full and final acquittance is hereby granted by the Vendors to the Purchaser.
- In warranty of the lawful and peaceful possession according to Law and the real enjoyment of the property herein sold, the Vendors jointly and severally between them, hereby

01296

grant in favour of the Purchaser who accepts a joint and several general hypothec over all the property present and future of the Vendors.

- The said property is structurally sound, and is built with and according to the permits required at its time of construction.
- The said property is being transferred as free from any debts (mortgages), free from any litigation, and with vacant possession.
- The said property is being transferred in its present state, as seen by the Purchaser.
- The keys and vacant possession of the said property are being handed over on this deed.
- All bills relating to the said property up to today shall remain the sole responsibility of the Vendors. These include any bills relating to the charges and consumption of the electricity service, water and telephone.
- Should further storeys be built on the roof of the block of which the property herein transferred forms part, the owners of the said roof shall be bound at their own expense, to transfer all the commodities of the Purchaser, namely water tank/s of a capacity of one thousand litres (1000 litres) and television aerials onto the new roof.
- The Purchaser shall have an unobstructed right of access to the roof of the said block for the installation, maintenance and repairs of the said water tank/s and television aerials, as well as the right to hang the washing, which commodities the Purchaser is being granted the right to enjoy in perpetuity.
- The Purchaser undertakes to enter in and join the Owners' Association with the other owners of the flats of the same block in order to regulate the cleaning, repairs, maintenance and other aspects and items connected with the said common parts. A copy of the Agreement of the Owners' Association is being hereto attached and marked as document letter 'C'.
- The Purchaser is debarred from keeping any pets in the property.
- The Purchaser declares that he is aware that the jacuzzi present in the said immovable property does not function.
- The Purchaser declares that he is aware that at present, there is an enforcement notice issued by the Malta Environment

and Planning Authority (MEPA) bearing reference number nine hundred and ten of the year nineteen hundred and ninety-eight (910/1998) in relation to the immovable property herein being transferred.

- Agency fees on this transfer are due in their entirety by the Vendors to "Remax Malta".
- Deed fees and expenses are payable according to Law.

For the purposes of the Death and Donation Duties Act of the year nineteen hundred and seventy-three (1973), and the Duties on Documents Act of the year nineteen hundred and ninety three (1993) of the Laws of Malta, it is here declared that:-

- Originally, the properties herein transferred were acquired by Salvatore Borg during his marriage with the Vendor Carmen Borg, in the following manner:
 - As to the flat, from the Limited Liability Companies "D A G Company Limited" and "George Xuereb and Sons Limited"; and
 - As to the garage space, from the said limited liability companies "D A G Company Limited" and "George Xuereb and Sons Limited" together with co-owner Joseph Debono,

And these in virtue of a deed of sale published by Notary Angelo Vella, dated the eighteenth day of May, of the year nineteen hundred and ninety (18th May, 1990) *Ins. 7,465/1990*;

- The said Salvatore Borg passed away testate on the second day of September, of the year nineteen hundred and ninety-four (2nd September, 1994), by means of a *unica charta* will in the records of Notary Angelo Sammut, dated the thirtieth day of May of the year nineteen hundred and seventy-three (30th May, 1973) *Ins. 4,828/1973*, wherein the said Salvatore Borg left the right of usufruct over his estate to his wife Carmen Borg, and nominated and instituted as his sole and universal heirs, his two (2) children, namely, Mario and Claudio, brothers Borg.
- The relative deed of declaration of transfer by cause of death of the said Salvatore Borg was published by Notary Peter

Fleri-Soler on the first day of March, of the year nineteen hundred and ninety-five (1st March, 1995) *Ins.3,810/1995*, wherein the share of property herein transferred belonging to the said Salvatore Borg was duly declared.

For the purposes of Act number Eighteen (XVIII), of the year nineteen hundred and ninety three (1993) of the Laws of Malta, relating to Capital Gains Tax, I the undersigned Notary declare that:

- With regards to the half (1/2) undivided share of the property herein transferred belonging to the Vendor Carmen Sammut, no capital gains tax is due, since she declares that she has been owning and residing in the said share of the property for, over the last three (3) years; and this she declares, after I, Notary, have explained the importance of this, her declaration;
- With regards to the remaining half (1/2) undivided share of the said property, the provisional tax on capital gains equivalent to seven percent (7%) of half of the sale price is due by the Vendors Claudio and Mario, brothers Borg, amounting to five thousand, eight hundred and forty-five Maltese Liri (Lm5,845) between them.

Duty on documents on this deed, is at the rate of five *per centum* (5%), and thus amounting to eight thousand, three hundred and fifty Maltese Liri (Lm8,350).

The promise of sale between the said parties, and regarding the said property herein transferred, is registered with the Department of Inland Revenue, and the sum of one thousand, six hundred and seventy Maltese Liri (Lm1,670) has already been paid as part of the Duty on Documents, and this as per receipt number one one seven zero six nine (117069), which is being hereto attached and marked as document letter 'D'. The relative promise of sale at the said Department bears the reference letters 'PS' number two zero zero four zero eight two five two (PS200408252).

Thus, the balance of six thousand six hundred and eighty Maltese Liri (Lm6,680) is due as duty by the Purchaser on this deed.

For the purposes of the Acquisition of Immovable Property (By Non-Residents) Act of the Laws of Malta, no special permit is required for the acquisition of the immovable property being transferred in virtue of this deed, since the Purchaser declares to be a Maltese citizen and to have resided in Malta for a continuous period exceeding five (5) years during his lifetime; and this, the Purchaser declares after due explanation of the importance of such a declaration by me, the undersigned Notary.

This deed has been by me Notary, done, read and published after I Notary have duly explained its contents to the appearers proprio et nomine, according to Law, here in Malta, at Saint Julians, Gorg Borg Oliyier Street, number seventy-six letter 'a' (76a).

① Ten words, two numbers and two letters substituted "number two hundred and forty-one (241), Tower Road, Sliema, at the offices of 'Remax Malta'."

[Handwritten signature]
[Handwritten signature]
 Dory barman

[Handwritten signature]
 NOTARY PUBLIC, MALTA.

"A"

Dok 32

01300

I / we the undersigned:

Emanuel Cassar holder of Maltese Passport number 601465

do hereby appoint and nominate as my true and lawful attorney for me in my name and stead:

Peter Pisani, son of John and Carmen nee Muscat, born in London and residing in (Our Paradise Duru Street Nadur Gozo : Identity Card Number 111702L

With full power to appear in my/own behalf in order to:

- (a) administer in the most ample and unlimited manner all property whether movable or immovable belongings to us whether separately or jointly;
- (b) effect any transfer by any title whatsoever including sale, emphyteusis (whether perpetual or temporary), donation, datio in solutum, or exchange of any movable or immovable property for such sale price or consideration and under those terms and consideration which he may deem proper as well as to any and every procedure for the liberation of burthens and servitudes aggravating and immovable property belonging as above;
- (c) demand, exact or withdraw from any Bank, Authority, Court Registry and from any other person or constituted body any sum of moneys or other effects which may be due to us for any title or cause whatsoever, with power to agree to all terms and conditions set forth in the schedule of deposit including that of hypothecating all our property;
- (d) acquire either by title of purchase or by any title whatsoever any immovable property by Notarial deed or by public sale under judicial authority (subasta) under such price, terms and conditions which said attorney may deem fit and proper;
- (e) stand in judgement, either as plaintiff or defendant in our mane, with all the power granted under the Laws of Malta;
- (f) transact and compromise any dispute or lawsuit in which we may be party (whether separately or jointly), upon such terms as our said attorney may deem best with all the powers necessary for the purpose;
- (g) apply in our name and on our behalf for any authorisation which may be required for any act mentioned in this deed to the competent Court and/or other Authority;
- (h) bind himself under a general hypothecation of property present and future, even, where necessary, in solidum with others, under such terms and conditions as may be deemed necessary by him;

And I/we hereby undertake to confirm, ratify and approve whatsoever my/our said attorney may do or lawfully cause to be done in the premises.

[Handwritten signature]

Dory Barman

[Handwritten signature]

01301

This power of attorney is limited to enabling my said attorney to represent me on preliminary agreement and / or a public deed for the purchase of the property Ground floor level flat 182 - 183 Tower Road, Sliema together with garage space.

In witness whereof I/we have set my/our hand at:

SIG

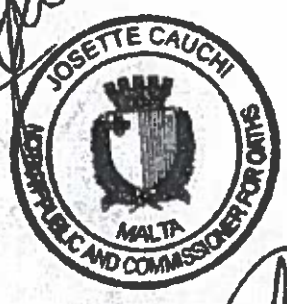
[Handwritten signature]

Today the: 27th September 2004

EMANUEL
PASSAN

[Handwritten signature]

[Handwritten signature]



[Handwritten signature]
Berg bar men

[Handwritten signature]

RETURN TO Fax No:
00356 21566679

REGARDS Peter

[Handwritten signature]

01302

'B'

List of Movable Objects & Accessories located in Flat 1, 'Tower Reef', Tower Road, Sliema.

(Re: deed between Carmen Borg, Claudio and Mario Borg and Emanuel Cassar)

- 1. Complete "Fino" Kitchen with appliances.
- 2. Fino dining-room.
- 3. All internal doors of solid oak.
- 4. Four motorized-electric shutters.

[Handwritten signature]
[Handwritten signature]

C. Borg

[Handwritten signature]
[Handwritten signature]

"C"

Dok 35 20

01303

Agreement entered into between the undersigned being the owners of flats at 182/183, Tower Road, Sliema and the collective owners of the common parts.

PREAMBLE

The parties, hereinafter referred to as the owners, hereby establish between themselves an Association in terms of the present agreement, and bind and oblige themselves "inter se" and in favour of the said association to punctually perform any obligation assumed by them in terms of this agreement.

The name of the Association shall be TOWER REEF ASSOCIATION. The address of the Association shall be any one of the flats of the members of the Committee of Management.

PART 1

COMMON PARTS, FACADE, COMMON SERVICES

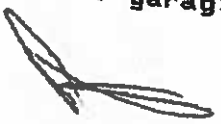
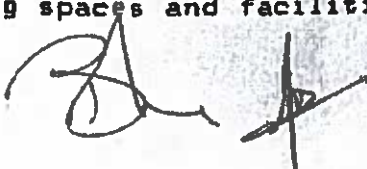
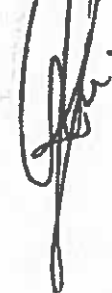
Owners declare that they have contributed in equal parts, one share per flat directly or indirectly to the expenses for the following common parts, facade or services as already executed and that they will pay any balance that may be due for their share, which is one share per flat:-

1. The common entrance and walls and surround of lift doors on each floor as finished in marble.
2. The facade of the flats with granite cladding.
3. The video hall porter to service each flat.
4. The Dish Antennas to service each flat.

(The Penthouse is excluded.)

5. The lift as furnished with an extra attachment to provide for exit on one of the levels should there be a failure in operation for any cause whatsoever including power failure.

6. The garaging spaces and facilities.

  Burgbarmer 

PART 2
Maintenance and General

7. All the common parts are to be kept clean and in a good state of repair and maintenance. Owners hereby agree to engage cleaners as necessary for this purpose for the whole block, and on a periodical basis in so far as the stairs from the roof to the entrance of the flats is concerned. All expenses are to be shared equally one share per each flat.

8. (a) Owners shall not cause or allow to be caused any nuisance to other owners or occupiers by undue noise, animals, obstruction in common areas or hang any articles from windows and balconies overlooking the yards and in other way. Animals are only allowed if there is no objection from any one of the other owners.

(b) If for any reason whatsoever an inconvenience is caused by faulty drains or any other cause to any other flat or garage space, the owner of the offending flat is to effect the necessary repairs forthwith on being advised. In default of repairs by the offending party within 24 hours at his own cost the party suffering the inconvenience or the committee of management will effect the necessary repairs from the common funds which will be refundable by the offending party. The offending party is to desist from using any facility which is causing such a prejudice until it is corrected.

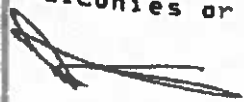
9. In the installation of air-conditioning apparatus owners are to ascertain that no discomfort is caused to other owners by undue noise or drain or in any other way who may by simple majority cause the removal of such apparatus or agree to a correction of the inconvenience caused.

10. The flats are numbered starting from number 1 on entering on the left hand side and number 2 on the right hand proceeding progressively on each floor in this rotation.

11. The owners shall not make any internal structural alteration unless under the supervision and direction of a qualified architect and after informing the other owners of the proposed alteration any one whom will have the right to object if their interests are prejudiced.

12. The owners may not make any external structural alteration, change the colour scheme of their apartments externally or make anything which in the opinion by simple majority of the owners reduces the status or image of the flats as a whole.

13. The owners or tenants may not hang any clothes on the front balconies or windows.



Boz bar man



01205

14. Garaging space in the basement is for the exclusive use of the owners or tenants one space for each flat.

15. The word owners wherever it occurs includes emphyteuta or sub-emphyteuta or their assignees or others enjoying equal real rights.

16. The flats are to be used solely for residential purposes. No sign or placard or flags are to be shown or exhibited, except the owners' or tenants' name on the space on the mail boxes, or on a name plate by the door of each flat.

17. Every owner who is transferring his real interest in the flat of which he is currently the owner binds himself or herself to convey the contents of this agreement to the prospective transferee. In virtue of acquiring such right the new owner automatically becomes a party to this agreement in substitution of the transferring party. The transferring party shall inform the Committee of Management of such transfer as soon as it has been effected with all the pertinent details, and it shall be incumbent on him to provide a written notice by the new transferee to the Management Committee assuming the obligations on this agreement in substitution of his transferor, and in particular to substitute the transferee in the bank guarantee as provided in Art. 31.

18. An owner shall cease to be a party to this agreement only by ceasing to be an owner or by having transferred emphyteutical or real rights to others who shall assume his obligations as provided for in article 17 above.

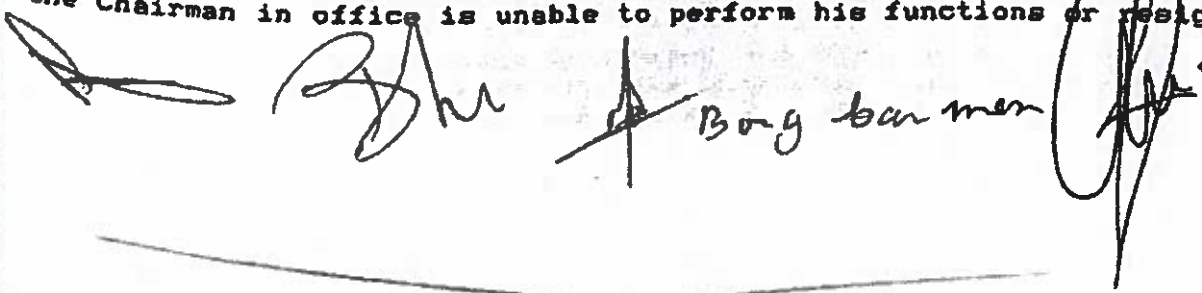
19. Each and every flat entitles its owner to one vote.

PART 3 GENERAL MEETINGS AND OTHER MATTERS

20. An Annual General Meeting of owners will be held between the 1st January and the 15th February of each calendar year.

21. At every Annual General Meeting a Management Committee shall be appointed or elected by secret ballot, to consist of four persons, namely, a Chairman, Secretary, Treasurer and one member. The said Committee will be entrusted with the administration and execution of powers reserved to it by the present Agreement or by the owners at a General Meeting.

22. The Secretary will act as alternate Chairman whenever the Chairman is unable to attend. A new Chairman is to be appointed or elected if the Chairman in office is unable to perform his functions or resigns.

 The bottom of the page features three handwritten signatures. The first signature on the left is partially cut off. The middle signature is written in cursive and appears to be 'Jhu'. The signature on the right is written in a more formal, blocky style and includes the name 'Bong bar men' written in a smaller, less legible script below it.

01306

23. The Committee shall be responsible to call the Annual General Meeting as well as Extraordinary General Meetings if so required by a request in writing made by at least six owners. If for any reason whatsoever such meetings cannot or are not called at least six owners can jointly call a valid meeting by written notice to all the owners giving them ten days notice.

24. All decisions both in Committee Meetings as well as in General Meetings shall be carried by simple majority unless otherwise provided in this agreement. In case of parity of votes the Chairman shall have a casting vote in addition to his normal vote. Any alteration to this agreement has to be carried by $\frac{2}{3}$ majority of all the owners.

25. The quorum at a Committee Meeting shall be three and at a General Meeting shall be nine. Owners may attend in person or by proxy.

26. Every owner shall pay a minimum of Lm10 to Committee of Management at the First Annual General Meeting on account of expenses. The Treasurer will be responsible for holding proper accounts of the common funds.

27. The Chairman and Secretary of the Committee of Management will sign agreements in representation of the owners as empowered at a General Meeting.

28. In furtherance of the powers reserved to it the Committee of Management may undertake normal expenses, except that any expenditure exceeding in total Lm100 shall be decided at a General Meeting. For any single expense involving a bigger amount there must be a $\frac{2}{3}$ majority of owners accepting and also provided it is in the nature of repairs and not just embellishment. Decisions thus carried will be binding on all the owners and each one is hereby bound to pay the share per flat independently of the floor or location of the flat in relation to the area where the expense is to be carried out.

29. All necessary expenses or expenses ordered by competent authority are to be carried out and apportioned as in 28 above.

30. A resolution signed by all owners or by the members of the Committee of Management shall be deemed to be a valid resolution even if such a resolution was not taken at a meeting duly held.

31. Every owner is to provide a Bank Guarantee for Lm100 per flat in favour of the Committee of Management renewable every two years or as shall be decided at a General Meeting. This guarantee is in execution of the obligations assumed by the present agreement or by any future agreement or resolution legally binding and shall be enforced by simple request to the Bank made by the Chairman and Secretary of the Management Committee after that the owner concerned has been requested to pay the amount at least twice with an interval of 15 days.

  Borg Barman 

01307

32. The treasurer of the Committee of Management shall keep detailed books of accounts to be presented at Annual General Meeting. All monies are to be held in a current account operable over the joint signatures of the Chairman and the Treasurer, except for such monies needed for day to day management.

33. Every owner accepts in principle that every flat is to be insured against risks which affect other flats and the common parts including the garage. An Extraordinary General Meeting is to be called for the propose of deciding on the type of insurance to be effected, payment of premium and all ancillary matters. A decision in this regard will be carried by a 2/3 majority.

34. Owners of flats which are not yet finished undertake to proceed with the finishing off of all that concerns the aluminium/glass frontage, flat main door, and other work which affects the image, use, and convenience of the other flats. These works are to be done in conformity with the standard and style of the other flats without any delay and not later than one month from the date of this Agreement.

(1).....

(3)..... *Phares 19.8.93*

(5).....

(7)..... *Alle 16.8.93*

(9)..... *John Bonello 16/8/93*

(11).....

(13).....

(15).....

(17)..... *J. Muscat 16/8/93*
P.P. M. G. Tibbe
authorisation in writing
of 2-7-93. Borg bus men

(2)..... *Pat C 17/8/93*

(4)..... *M. Sub 20-8-93*

(6)..... *John Sub 23-8-93*

(8)..... *Mark*

(10)..... *John Sub 23-8-93*

(12).....

(14).....

(16)..... *J. Muscat 16/8/93*

[Handwritten signatures and initials]

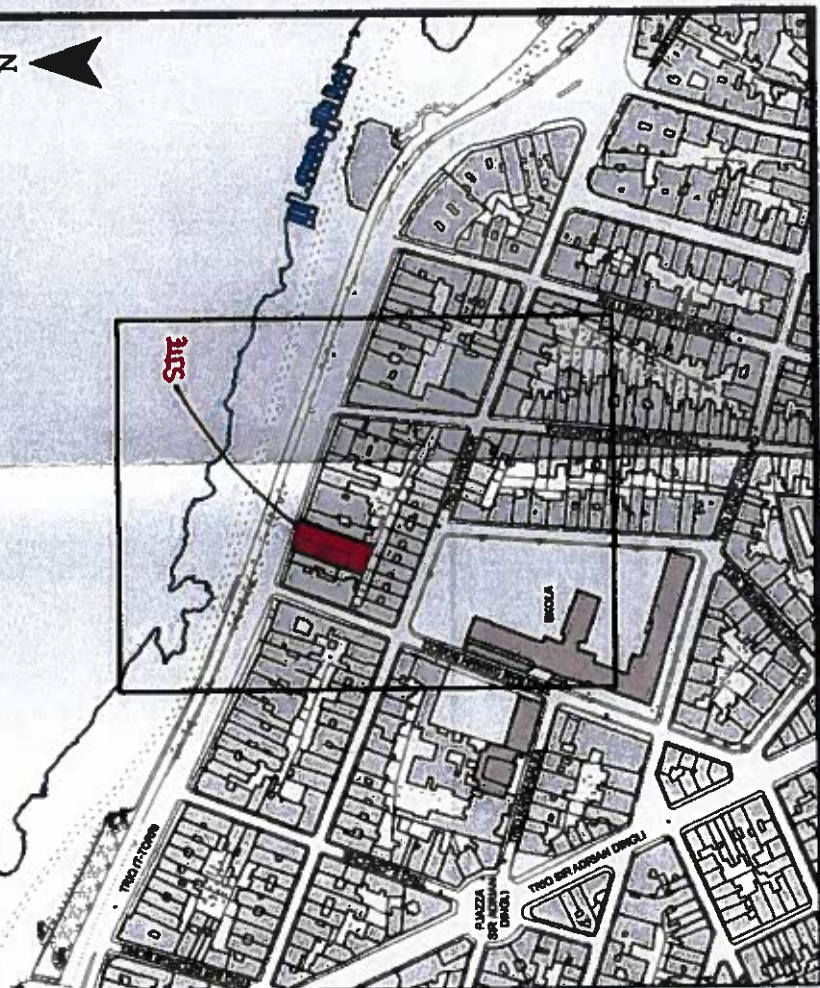
2008/4

Doc 40

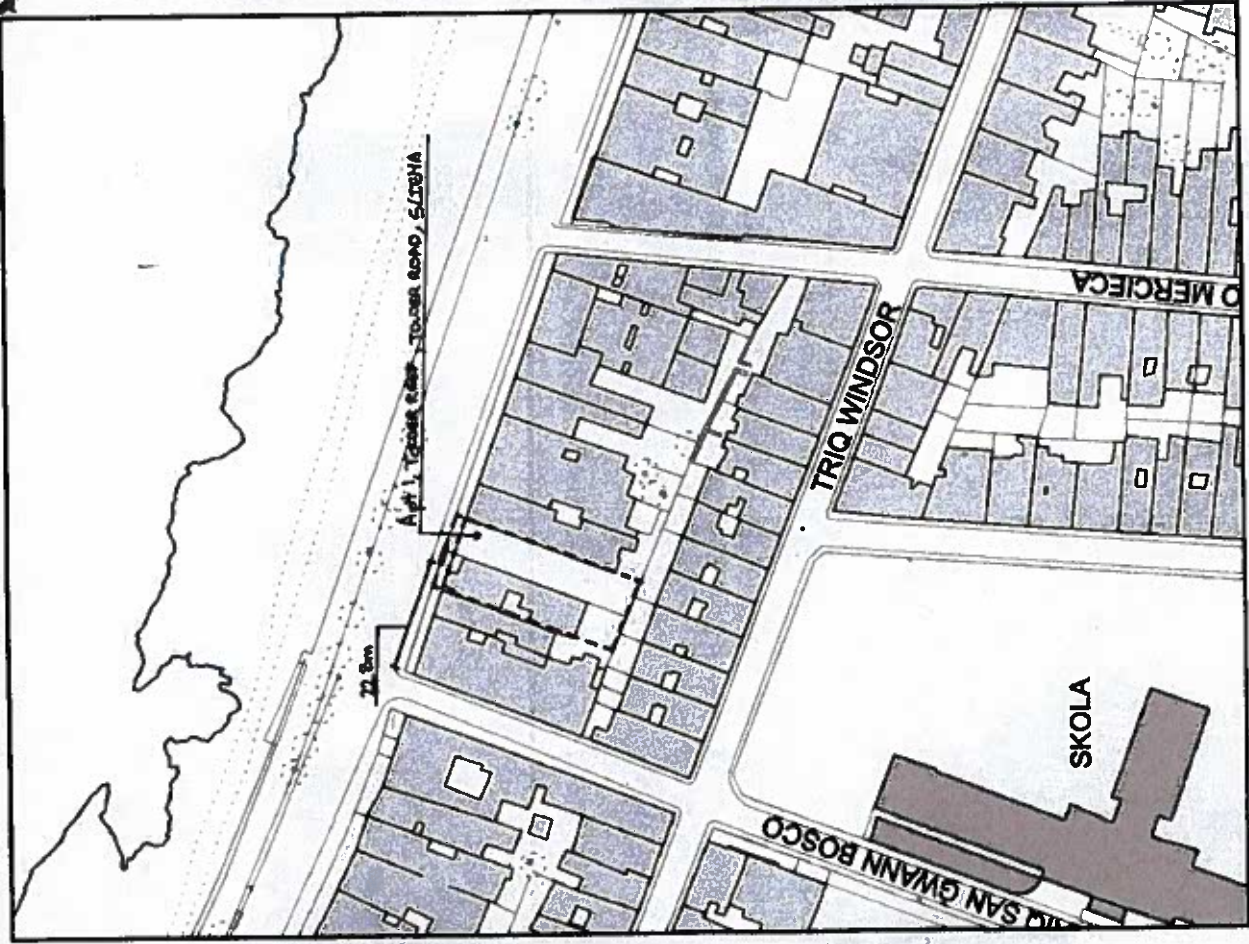
This is an official document for Land Registration Agency use only

Dan hu dokument uffiċjali għall-użu biss għall-Aġenzija għar-Registrazzjoni tal-Artijiet

SLEIMA



Pjanta ta-Sit 1:2500 Site Plan



Scale 1:1000

Scale 1:1000



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

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

Parti min S.S.: 5474	Date: 30/08/2023
Extracted from S.S.:	Date:
Qas (metri kwadrati):	0/a.
Area (square metres):	
Firma ta' l-Applicant:	
Applicant's Signature:	

Nru tal-Mappa: 317733 E	Pozizzjoni Ċentrali: x = 55117
Map Number:	Centre Coordinates: y = 74983
Perit: Jean Luke Zerafa	
Architect: R.E. & A. Galea	
	Mt. Street, 8th
	A. & C.
Timbru tal-Perit: [Stamp]	
Architect's Stamp: [Stamp]	

Dritt inballas Fee Paid

IR 320099

8318

The twenty-seventh day of April, of the year two thousand and five (2005).

Sale made by in solidum by:

- [A] Carmen Borg [holder of Maltese identity card number 813736M], widow of Salvatore, daughter of the late Paul Sammut and of the late Luigia nee Baldacchino, born in Lija and residing at Sliema;
- [B] • Mario Borg [holder of Maltese identity card number 581859M], self-employed, born in Birkirkara and residing at Kappara, limits of San Gwann; and
- Claudio Borg [holder of Maltese identity card number 745457M], self-employed, born in Birkirkara and residing at Lija [number five (5), Triq Santa Mansweta];

Brothers Borg, children of the late Salvatore and of the said Carmen nee Sammut; hereinafter referred to as 'the Vendors';

In favour of Emanuel Cassar [holder of Maltese Passport number 601465], businessman, son of the late Anthony and Josephine nee Caruana, born in Victoria, Gozo and residing at Sydney, Australia; hereinafter referred to as 'the Purchaser';

Of the flat, internally numbered one (1), situated at ground-floor level, which flat forms part of a block of flats and an underlying garage complex at basement level, built on the site previously occupied by the tenements numbered one hundred and eighty-two (182) and one hundred and eighty-three (183), in Tower Road, Sliema, Malta.

The said block of flats of which the flat herein transferred forms part is without an official number and is named "Tower Reef", which block is bounded on the North-East by Tower Road, on the South-East by property of Adrian Mifsud and others or their successors in title, and on the North-West by property of Colonel Cachia and others or their successors in title.

The said flat overlies and underlies third party property.

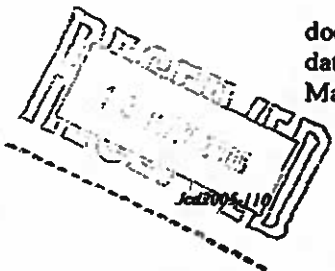
Included with the transfer of the said flat, is the right of use in perpetuity, as well as a proportionate share in ownership, with the other owners of the said block, of those parts in the block which are intended for common use, including, the entrance, the entrance hall, stairs and the lift, excluding however, the roof and airspace of the said block.

Included also with the transfer of the said flat, there is the garage space, internally numbered one (1), situated at basement level, forming part of the garage complex, which garage complex underlies the above-mentioned block of flats.

The said garage space measures approximately twelve square metres (12 sq.m.) and is accessible from an unnumbered entrance in Tower Road, Sliema.

The said garage space is better shown in blue on the plan marked as document letter 'A' annexed to a deed in the records of Notary Angelo Vella, dated the eighteenth day of May, of the year nineteen hundred and ninety (18 May, 1990).

[Handwritten signature]
11
P.A.O.



Included with the said garage space, there is the undivided proportionate share of those parts in the said garage complex, which are intended for common use.

The said flat and garage space enjoy the active rights and are subject to the passive servitudes arising from their relative position, including windows, right of passage of the necessary services, pipes, drains and wiring, otherwise free and unencumbered, with all their rights and appurtenances.

This sale was also made and accepted under all the terms and conditions as indicated in the deed, including the following:-

- For the price of one hundred and sixty-seven thousand Maltese Liri (Lm167,000).
- The said property is structurally sound, and is built with and according to the permits required at its time of construction.
- The said property was transferred as free from any debts (mortgages), free from any litigation, and with vacant possession.
- The said property was transferred in its present state, as seen by the Purchaser.
- The keys and vacant possession of the said property were handed over on this deed.
- All bills relating to the said property up to the date of the deed shall remain the sole responsibility of the Vendors. These include any bills relating to the charges and consumption of the electricity service, water and telephone.
- Should further storeys be built on the roof of the block of which the property transferred forms part, the owners of the said roof shall be bound at their own expense, to transfer all the commodities of the Purchaser, namely water tank/s of a capacity of one thousand litres (1000 litres) and television aerials onto the new roof.
- The Purchaser shall have an unobstructed right of access to the roof of the said block for the installation, maintenance and repairs of the said water tank/s and television aerials, as well as the right to hang the washing, which commodities the Purchaser was granted the right to enjoy in perpetuity.
- The Purchaser undertook to enter in and join the Owners' Association with the other owners of the flats of the same block in order to regulate the cleaning, repairs, maintenance and other aspects and items connected with the said common parts.
- The Purchaser is debarred from keeping any pets in the property.
- The Purchaser declared that he is aware that at present, there is an enforcement notice issued by the Malta Environment and Planning Authority (MEPA) bearing reference number nine hundred and ten of the year nineteen hundred and ninety-eight (910/1998) in relation to the immovable property transferred.

Notary Rosette Cauchi

[Handwritten signature and scribbles]

12 MAY 2005

Jed2005-110

12

Order 1575743

1 / 8318 / 2005

Jevon Vella

From: Franco Galea <franco@michaelsciriha.com>
Sent: Thursday, 30 May 2024 16:48
To: Jevon Vella
Subject: Re: Subbasta 68/23

Jien ma kontx l-avukat ta' Emanuel Cassar - kien rappreżentat minn kuraturi li illum ma ghadhomx fil-kariga ghax minn Jannar li ghadde ma baqawx fuq l-elenku. ID card numbers ingibhomlok - Kuntratt ta'kommodat ma hemmx bzonn li jkun bil-miktub

Franco Galea (Dr) B.A. (Legal & Humanistic Studies); Dip. Not. Pub;LL.D.;

58, Old Bakery Street, Valletta VLT 1454, Malta

T. [\(+356\) 21238107](tel:+35621238107) | [\(+356\) 21237622](tel:+35621237622) M. [\(+356\) 79478536](tel:+35679478536)



michaelsciriha.com

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On Thu, 30 May 2024 at 16:45, Jevon Vella <jevon@jvab.pro> wrote:

Għażiż Dott. Galea,

Grazzi tal-informazzjoni. Nixtieq nistaqsi ukoll jekk a parti s-Sinjuri Scerri, qed tirrappreżentax ukoll l-intimat Emanuel Cassar, u jekk fin-negattiv, intix a konoxxenza ta' min huma r-rappreżentanti legali tiegħu.

U f'kwalunkwe kas, jekk teżistix skrittura jew kuntratt fir-rigward tat-titolu ta' komodat, u jekk fin-negattiv, in-numru tal-ID tal-persuni li jirrisjedu fil-fond (cjoè tal-membri tal-Familja Scerri imsemmija fl-email tiegħek).

Tislijiet,

J.

Dr Perit Jevon Vella

Warrant no. 385

Jevon Vella_architecture bureau

Doc 44

46 St Pius V Street Sliema SLM 1421 Malta | T +356 21313163 | M +356 99841365 | info@ivab.pro

From: Franco Galea <franco@michaelsciriha.com>

Sent: Thursday, 30 May 2024 07:43

To: jevon@ivab.pro

Subject: Subbasta 68/23

Kif tlabtni ninfurmak li gewwa l-fond joqghodu Rhona Scerri, Anthony u Maria Victoria Scerri u ilhom jghixu gol-fond mid-data tal-akkwist tal-fond minn Emanuel Cassar taht titolu ta'kommodat.

Nispera li l-informazzjoni li tlabtni tghinek fil-qadi ta'dmirijietek

Grazzi

Franco Galea (Dr) B.A. (Legal & Humanistic Studies); Dip. Not. Pub;LL.D.;

58, Old Bakery Street, Valletta VLT 1454, Malta

T. [\(+356\) 21238107](tel:+35621238107) | [\(+356\) 21237622](tel:+35621237622) M. [\(+356\) 79478536](tel:+35679478536)

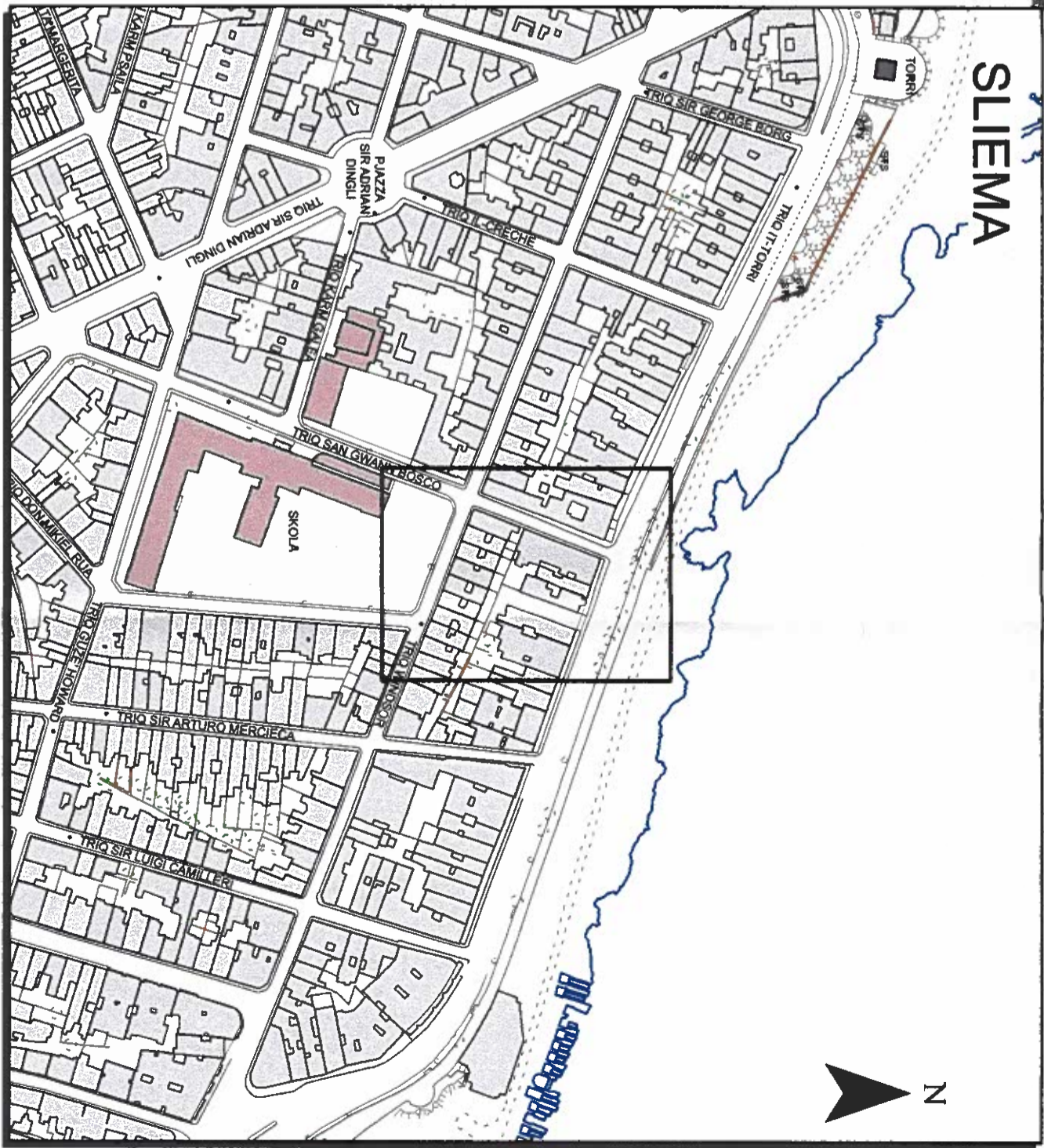
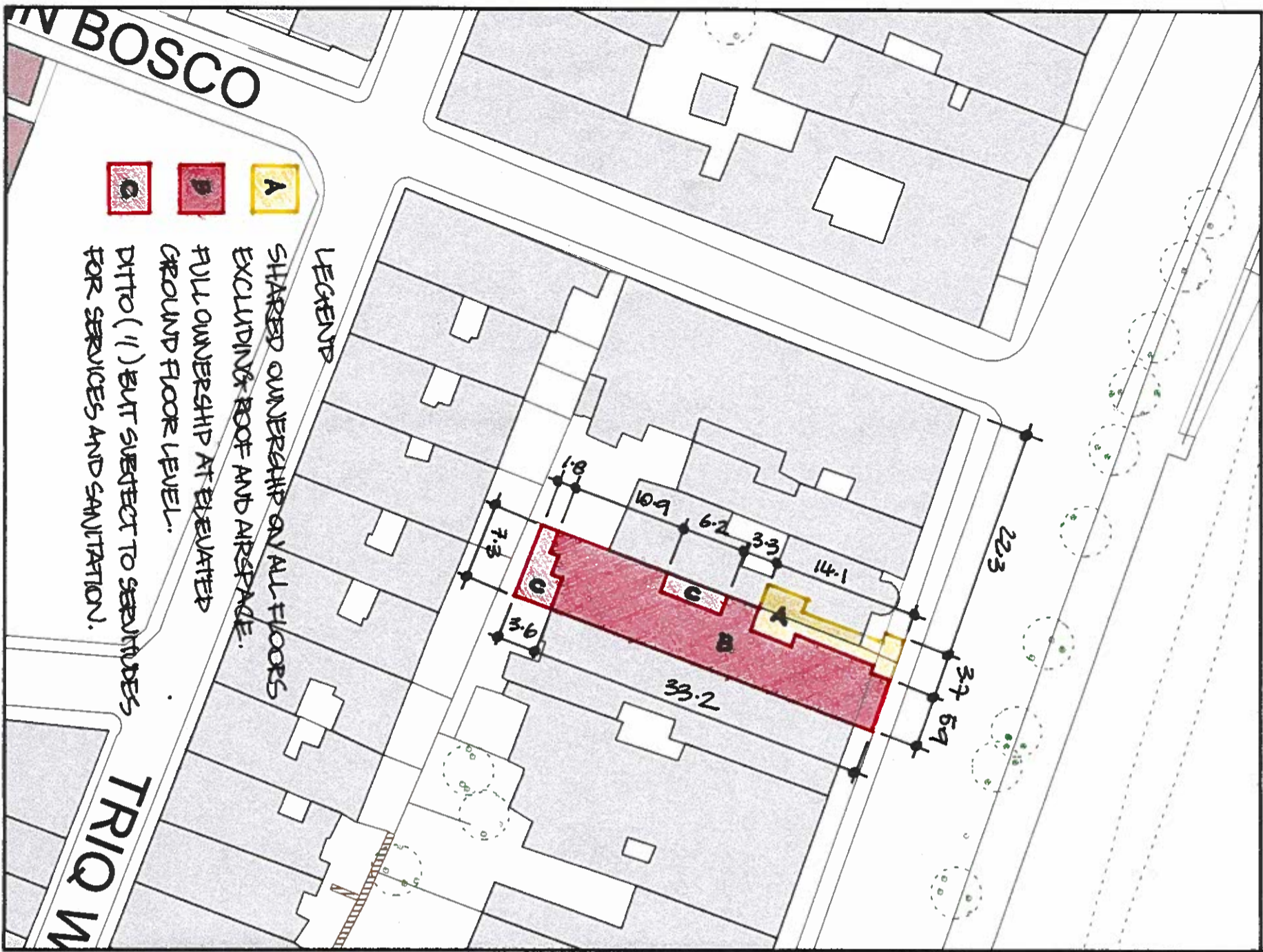
 **MICHAEL SCIRIHA** ADVOCATES

michaelsciriha.com

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Subsidiary 68/23



Pjanta tas-Sit 1:2500 Site Plan

LEGENDA

A SHARED OWNERSHIP ON ALL FLOORS EXCLUDING ROOF AND AIRSPACE.

B FULL OWNERSHIP AT EXHAUSTED GROUND FLOOR LEVEL.

C DITTO (1) BUT SUBJECTED TO SERVICES FOR SERVICES AND SANITATION.

Scale 1:500



Aġenzija 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: 340726 E
Map Number:

Posizzjoni Centrali: x = 55085
Centre Coordinates: y = 74993

Parti min S.S.: 5474
Extracted from S.S.:

Data: 04/03/2024
Date:

Perit: *[Signature]*
Architect: **385**

Qies (metri kwadri): A = 450m²
Area (square metres): B+C = 248 m²

Timbru tal-Perit:
Architect's Stamp

Jevon Vella
architecture pura
46 St. Paul V Street Sliema SLM142
TF +356 21313163 M+356 9984136
info@jvd.pro www.jvd.pro

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

LR 345421


Dritt imballas
Fee Paid



PHYSICAL ATTRIBUTES OF IMMOVABLE PROPERTY	
Locality	TAS-SUEWA
Address	FLAT 1, 182/183 TOWER REEF TRIQ IT-TORRI
Total Footprint of Area Transferred *	248 m2

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 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 <small>Tick as many as appropriate</small>	<input type="checkbox"/> With Garden <input type="checkbox"/> With Pool <input checked="" type="checkbox"/> With Lift <input checked="" 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: <u>26 MAY 2024</u>	Perit's Signature: 
Warrant Number: <u>385</u>	Rubber Stamp: 

Jevon Vella
architecture bureau
 46 St Plus V Street Sliema SLM142
 TF+358 21313163 M+358 9994138
 info@jvb.pro www.jvb.pro

Jevon Vella
46
St Pius V Street
Sliema
SLM 1421
Malta

Cash Sale

04/03/2024

340726E

No of Copies	1
Fee Per Site Plan	€6.00

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

Receipt of your order - Purchase of Siteplan from website_ags_f124117e-0f0b-11ef-89a2-005056b67d8a.pdf

1 message

no-reply@pa.org.mt <no-reply@pa.org.mt>

To:

10 May 2024 at 22:29



PLANNING AUTHORITY

**PLANNING
AUTHORITY**

St Francis Ravelin, Floriana, FRN
1230, Malta

Exemption No: EXO
1188

Tel: 2290 0000 VAT No: MT 1281-
6708

Receipt

Name: Jevon Vella
E-mail address:

Document No: SITEPLAN
Date: 10/05/2024

Item Description	Unit Price (incl VAT)	Net Amount (excl VAT)	VAT Amount	Vat Rate %
Purchase of Siteplan from website_ags_f124117e-0f0b-11ef-89a2-005056b67d8a.pdf	EUR 3.00	EUR 2.85	EUR 0.15	5.00 %

**Total:
Remaining
Balance: EUR 3.00
EUR**

noname
4K

Receipt of your order - Purchase of Cor from website

1 message

no-reply@pa.org.mt <no-reply@pa.org.mt>
To: jevonvella@gmail.com

29 May 2024 at 17:44



PLANNING AUTHORITY

**PLANNING
AUTHORITY**

St Francis Ravelin, Floriana, FRN
1230, Malta

Tel: 2290 0000 VAT No: MT 1281-
6708

Exemption No: EXO
1188

Receipt

Name: Jevon Vella
E-mail address: jevonvella@gmail.com

Document No: COR
Date: 29/05/2024

Item Description	Unit Price (incl VAT)	Net Amount (excl VAT)	VAT Amount	Vat Rate %
Purchase of Cor from website	EUR 3.00	EUR 3.00	EUR 0.00	0.00 %

Total: EUR 3.00
Remaining Balance: EUR 41.77



PLANNING AUTHORITY

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

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

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

Cash Sale

Name:

Cash Sale Number: 484941-3411-0

Address:

Date: 30 May 2024

VAT No.:

Item Description	Qty	Unit Price (excl VAT)	Net Amount (excl VAT)	VAT Amount	VAT Rate %
Pre-1993 Search, Copy of plans & permit (digital)	1	€27.95	€27.95	€0.00	0
Copy of plans	2	€11.65	€23.30	€0.00	0

Payment Details:

BOV

Debit / Credit Card

Cash Sale Status:

Settled

Total NET: €51.25
Total VAT: €0.00
Total: €51.25

Drawn up by
Joseph Faure

Receipt is not valid if payment is dishonoured.



PLANNING AUTHORITY

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

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

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

Cash Sale

Name:

Cash Sale Number: 485283-9291-6

Address:

Date: 03 June 2024

VAT No.:

Item Description	Qty	Unit Price (excl VAT)	Net Amount (excl VAT)	VAT Amount	VAT Rate %
Copy of plans (digital)	3	€11.65	€34.95	€0.00	0

Payment Details:

BOV

Debit / Credit Card

Cash Sale Status:

Settled

Total NET: €34.95

Total VAT: €0.00

Total: €34.95

Receipt is not valid if payment is dishonoured.

Drawn up by

Joseph Faure

COPYSERV
56. MANUEL MAGRI STR.
HARRUN

TEL: 2728 2748

ECR S/N: 00000000

REG: HT 2113-0401

REC#00077722

GOODS 3.00 F

TOTAL EUR 3.00

CASH 3.00

FIS. REC#00000043

05.06.2024 12:21

THANK YOU!

FISCAL RECEIPT GM ON 71107052