

DOK 'A'

Fil-Prim Awla tal-Qorti Civili

**FL-ATTI TAS-SUBBASTA
NRU 01/24 FL-ISMIJIET:**

Bank of Valletta p.l.c.(C2833)

VS

Norbert Pace KI 171581M et



Relazzjoni tal-AIC

Jean Pierre Attard

- DOK A REPORT
- DOK B PLANNING CONSIDERATIONS
- DOK C VALUATION METHODOLOGY
- DOK D LAYOUT PLANS
- DOK E PHOTOS
- DOK F LOCAL PLANS
- DOK G DEED OF ACQUISITION
- DOK H EIGHT SCHEDULE
- DOK I LAND REGISTRY PLAN
- DOK J DC 2015
- DOK K 1968 SURVEY SHEET

Fil-Prim Awla tal-Qorti Civili

**FL-ATTI TAS-SUBBASTA
NRU 81.11 FL-ISMIJIET:**

Bank of Valletta p.l.c.

VS

Norbert Pace KI 171581M et

Relazzjoni tal-AIC Jean Pierre Attard

Jesponi bir-rispett kollu

Illi huwa gie nominat minn din l-Onorabbli Qorti permezz tad-dikriet Perit
Tekniku biex jaghmel deskrizzjoni u valutazzjoni tal-propjeta msemmija fir-
rikors u cioe:

Fond maghruf Swanlake, no 38, Triq Fra Diegu, Hamrun.

Illi biex jaqdi l-inkarigu li nghatalu, huwa zamm Access fl-22 ta Lulju 2024.

Prezenti: Norbert Pace

Din il-propjeta tikkonsisti f'dar fuq zewg sulari sovrapposta ghal terran ta' terzi persuni. Id-dar għanda faccata fuq Triq Fra Diegu, Hamrun u l-access hu minn din it-triq.

L-access principali hu minn bieb ta' madwar metru wiesa' li jagħti għal gewwa entrata (madwar metru punt sebgha wiesa' u erba punt hamsa metru twil) tinsab immarkata bl-ittra A fuq il pjanta annessa dok A. Minn dina l-entrata fetha tagħti għal gewwa il-kamra ta tarag (madwar 4 metri twil u 2.1 metri wiesa') u tinsab immarkata bl-ittra B fuq il pjanta annessa dok A. Dan it-tarag iwassal għall-ewwel sular. Fit-tarf ta tromba tat-tarag bieb iehor jagħti għal gewwa kamra mdaqqsqa li tinkorpora il-mejda tal pranzu (madwar 3.73 metri twila u 2.82 metri wiesa') u tinsab immarkata bl-ittra C fuq il pjanta annessa dok A. Minn din il-kamra tal pranzu bieb jiehu għal gewwa kuritur (madwar 3.38 metri twil u 1.67 metri wiesa') u fit-tarf tiegħu bieb iehor jiftah għal gewwa il-bitha fuq wara tal fond. Il-bitha għandha kejl ta' (madwar 4.3 metri twila u 3.2 metri wiesa') u tinsab immarkata bl-ittra F fuq dok A. Minn dan il-kuritur diga deskritt jinsabu zewg bibien, wiehed mill-bibien jiehu gewwa kamrin zghir li tinsab il-kamra tal-keċina immarkata bl-ittra D fuq dok A u ta kejl ta' (madwar 1.7 metri twila u 1.0 metri wiesa'). Aqtar l-isfel f'dan il-kuritur jinsab bieb iehor li jiehu għall gewwa kamra ta W.C. immarkata bl-ittra E fuq dok A u ta kejl ta' (madwar 1.7 metri twila u 1.0 metri wiesa'). Biex nirrikapitola l-ewwel sular li jissejjah il *ground floor* huwa bazikament kuritur ta madwar zewg metri minn quddiem sa wara inkluz il-bitha bi kmamar zghar mal genb.

Nirreferi għal darba orħa għat-tromba tat-tarag li tinsab centrali fil parti tal-fond. Dan it-tarag iwassal għat-tieni sular.

Mill-pjan tal-ewwel sular zewg bibien jiehdu ghal gewwa zewg kmamar. Bieb minnhom jiehu ghal gewwa kamra tas-sodda fuq quddiem tad-dar li ghandha fetha ghall gewwa gallarija maghluqa mahduma mill-injam ta l-ahmar li tissejjah bl'ingliz *red deal*. Din il gallarija thares ghal fuq it-triq principali. Din il-kamra ghandha kejl ta' madwar 4.35 metri twila u 5.1 metri wiesa' u immarkata bhala ittra G fuq dok A. Il-bieb l-iehor fil pjan tat-tarag jiehu ghal gewwa kamra ohra tas-sodda b'tieqa li thares ghal fuq il-bitha ta terzi jigifieri it-terran fuq l-ewwel sular. Din il-kamra ghandha kejl ta madwar 4 metri twila u 2.74 metri wiesa' u immarkata bhala ittra H fuq dok A. Bieb iehor go din il-kamra jiehu ghal gewwa kamra ohra li ghandha tieqa li thares fiq il bitha ta wara. Din il-kamra ghandha kejl ta madwar 3.8 metri twila u 3 metri wiesa' u immarkata bhala ittra I fuq dok A. Minn din il-kamra bieb iehor fuq wara jiehu ghal gewwa kamra tal banju. Il-kamra tal banju ghandha kejl ta madwar 1.9 metri twila u 1.28 metri wiesa' u immarkata bhala ittra J fuq dok A. Il-kamra ghandha tieqa mal genb taghha li thares fuq it-tarazzin. Fit-tarf tal kamra tal banju bieb iehor jiehu ghal gewwa kamra ta tarag li huwa garigor li jwassal ghal fuq il-bejt. Il-kamra tal garigor ghandha kejl ta madwar 1.28 metri twila u 1.28 metri wiesa' u immarkata bhala ittra K fuq dok A.

Fit pjan fil livell tal bejt bieb jiftah ghal fuq il bejt. It tieni sular li jissejjah *first floor* huwa usa' mis-sular ta' isfel ghax dan is -sular jirkeb fuq il maisonette ta taht li hija propjeta ta' terzi. Ghalhekk, it wisa tal-kmamar tal faccat u it-tnejn ta wara huma hames metri u tlett metri u nofs bhala wisa'.

KUNDIZZJONIJIET, ETA U PERMESSI TAL BINI.

Is-soqfa tad-dar huma maghmulin bix xorok li huma tal gebel u dawn ix xorok iserhu fuq travi tal hadid. L-art hi tac-ceramika u madum tas-sement u l-aperturi ta' l-injam. Id-dar tinsab f' kundizzjoni tajba hlief xi sadid/korruzzjoni fit travi tal hadid. Id dar mibnija mill gebel franka u dawn huma *load bearing* ghax qed igorru il piz tas soqfa komposti minn travi tal hadid u xorok.

Minn indikazzjoni tas soqfa li huma komposti minn xorok tal gebel u travi tal hadid u kif tiga accennajt aqtar fuq fid document wiehed jista jikkonstata li il-binja kienet mibnija wara l-ewwel gwerra biss hafna aqtar qabel 1967. Zidiet ta aqtar bini minn meta nbriet ma jidhirx li kien hemm u ghalhekk il binja hija meqjusa approvata mill finijiet ta permess tal bini. Dan qiegħed jigi iddikjarat ghax permessi tal bini ma gewx rintraccati u nista nikkwota dan li gej:

DPA act VIII of 2016 page A359 under 'defenitions'- 'illegal works', means any works on, in, over or under land, carried out after 1967 and not covered by a development permission issued by an authority related to development.

OKKUPAZZJONI TAL FOND

Il fond hawn deskritt huwa okkupat minn Mr Norbert Pace u il-familja tieghu jigifieri martu u wliedu.

PIZIJET

Fl'att tal-akkwist li qed jigi anness ma dan id-dokument u fit-tieni parti ta dan l-att il fond jigifieri 38, Triq Fra Diegu, Hamrun huwa soggett ghac-cens annwu

(€6.40) *[Signature]*

u perpetwu ta' zewg liri Maltin u hamsa u sebghin centezmn (LM2.75) fis-sena mill-bqija libru u frank bid-drittijiet u pertinenzi kollha tieghu.

F'din il-valutazzjoni gew ikkunsidrati dawn il-punti:

1. Id-daqs tal propjeta,
2. Il-kundizzjoni u s-servizzi tal-bini,
3. Il-post/lokalita ta' fejn qeghda.
4. Eta' tal propjeta.
5. Konsiderazzjonijiet ta' ppjanar

Fl-oppinjoni tieghi il-valur ta din il-propjeta hu ta' mija, sebgha u hamsin elf ewro (€157,000).

Tant ghandu l-unur jissottometti l-esponent ghas-salv gudizzju ta' din l-Onorabbli Qorti.

AIC Jean Pierre Attard *[Signature]*

25th July 2024

Illum..... 29 JUL 2024

Ippreżentata mill-... Jean Pierre Attard

B/bla dnk. *[Signature]* dokumenti

Illum *4 ta' Awwgust 2024*
 Deher il-Perit Legali / Tekniku:
AIC Jean Pierre Attard
 Li wara li ddkjara fi thallas l-ammont illu dovut, halef/halfet li qeda/qdlet fedelment u onestament l-inkarigu mogħli lilu/ha.
[Signature]
 Deputat Registratur

15781560M

[Signature] FARUGIA

[Signature]
Adrian Mallia
Deputat Registratur

PLANNING CONSIDERATIONS

POLICY CONTEXT

Any proposal is to comply with the policies as set out in the following table.

Central Malta Local Plan Policy CG07 Residential Area	Map: HAM 1
Height limitation 3 floors plus basement	Map: HAM 3

The property is located in the Central Malta Local Plan under Plan Policy CG07 and under Residential Area Map numbered HAM 1. The height limitation indicated on Map HAM 3 which designates the site with a height limitation of three floors without semi-basement (translated to 16.3m/12.9m). IE 4 floors and a 1 metre parapet wall and in line with DC15. This maximum allowable building height of 16.30m as measured from the highest pavement level, as well as the resultant street façade height of 12.90m, (albeit through a setback parapet railing) in line with CMLP height limitation provisions, DC15 Annex II and Policy P35, strictly in terms of the overall and street facade height. However, any development must complement the provisions of guidance G3, G14 and G23 of the Development Control Design Policy, Guidance and Standards 2015 which specify that new developments should seek to provide visual interest, enriching the quality of the context within which they are located. Moreover, new developments should attempt to conform to the pattern and design features set by the existing adjoining development, to maintain the character of the area. Any proposal must complement the Urban Objective 3 of the Strategic Plan for Environment and Development which aims to protect and enhance the character and amenity of urban areas. SCH strongly recommends that due regard is to be given to the overall proposed volumes and in view of the well-preserved streetscape. It is recommended that the overall height of the building does not exceed three full floors to harmonise with the well-preserved streetscapes.

Nevertheless, recent permits were approved in line with the DC2015 Annex 2: Interpretation of Height Limitation which limits development to four floors and a penthouse in contrast to SCH counsel.

VALUATION METHODOLOGY ADOPTED

VALUE OF LAND INCLUDING BUILDING AT CURRENT MARKET VALUE

SCENARIO 1:

GROUND FLOOR AREA

38.6 SM X 1 FLOOR = 38.60 SM @ 1500 EURO PER SM = € 57,900.00

OUTDOOR SPACE IE BACKYARD

14 SM @ 600 EURO PER SM = € 8,400.00

FIRST FLOOR AREA

63 SM X 1 FLOOR = 63 SM @ 1500 EURO PER SM = € 94,500.00

ROOF AREA IE AIR-SPACE

63 SM @ 400 EURO PER SM = € 25,200.00

Total € 186,000.00 x 0.80 (age factor for a building over 65 years of age applied).

€ 148,800.00

In establishing the value of the property at which a potential purchaser would realistically purchase the property for development, the author has referred to similar cases within the same locality and area typology. The valuation below is for the estimated value of the site and airspace as a development site and not as a final built development as the one above. The calculated value is assumed as being correct at the date of this valuation and may rise or fall depending on the market value of property for the Maltese Islands.

SCENARIO 2:

GOING RATE FOR AN AIR-SPACE ACCOMMODATING A 1 BEDDED FLAT IN HAMRUN PARTICULARLY TRIQ FRA DIEGU.

2 UNITS BEING 1 BEDDED @ € 50,000.00 = € 100,000.00

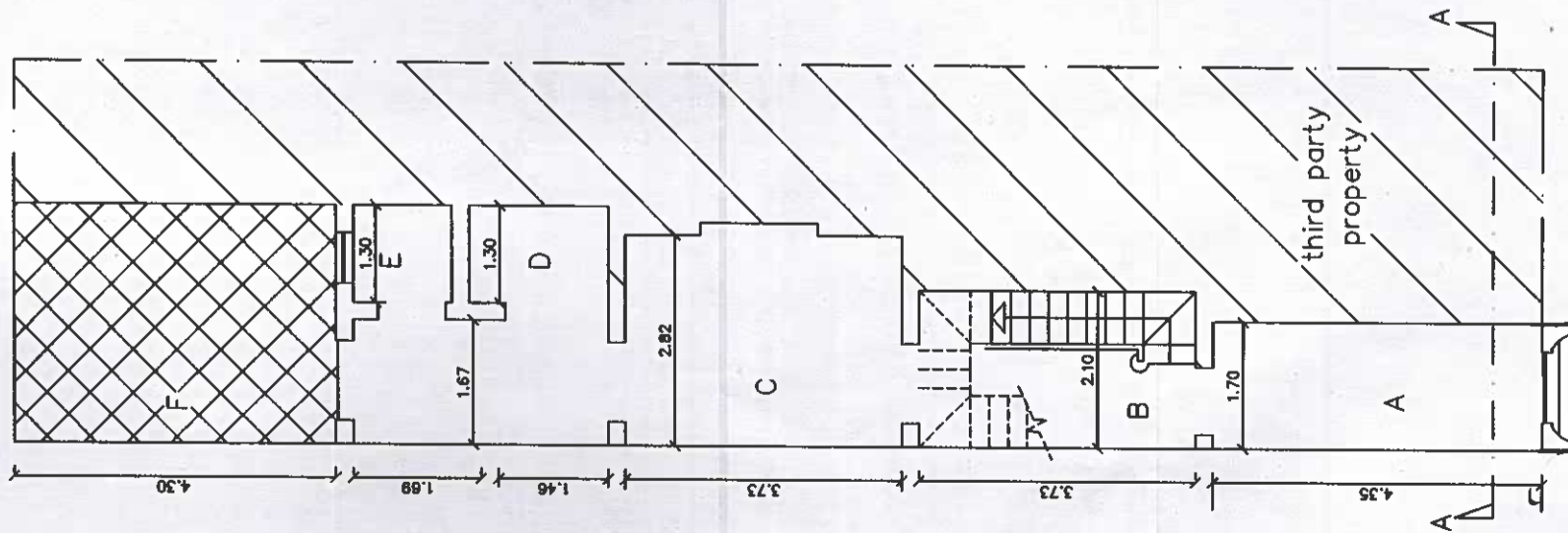
1 UNITS BEING 2 BEDDED DUPLEX @ € 65,000.00 = € 65,000.00

Total € 165,000.00

AVERAGE OF BOTH SCENARIOS AS COMPUTED ABOVE:

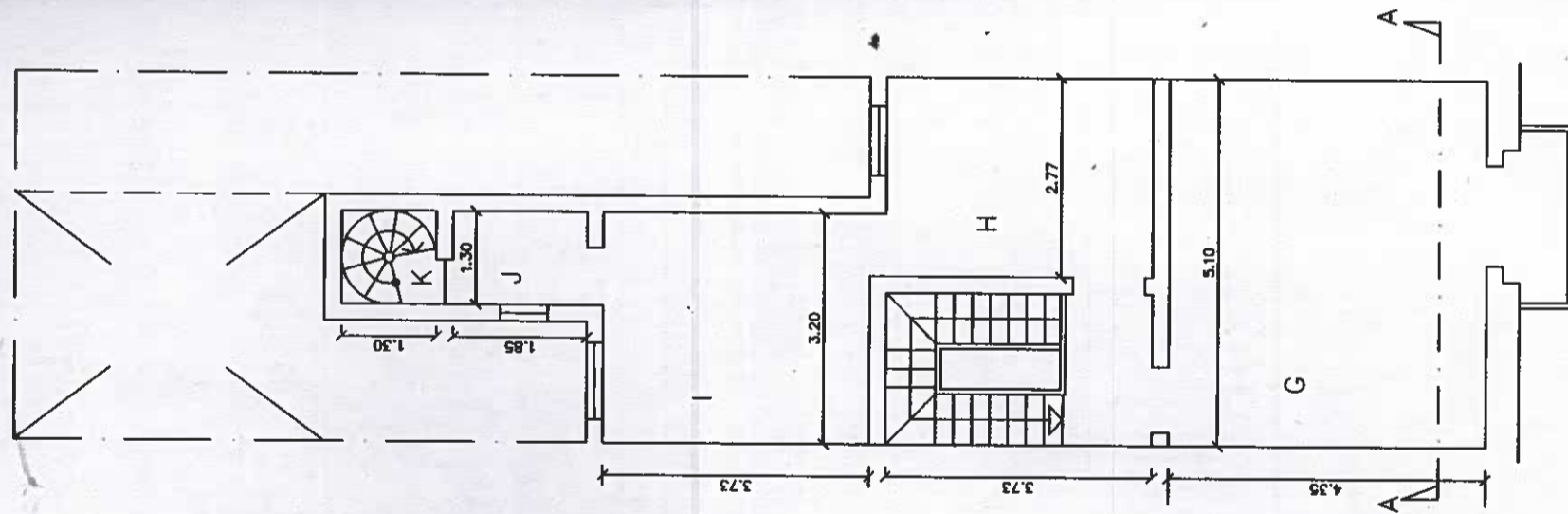
(€ 165,000.00 + € 148,800.00)/2 = € 156,900.00 approx.; **€157,000 euro.**

POK'D 8

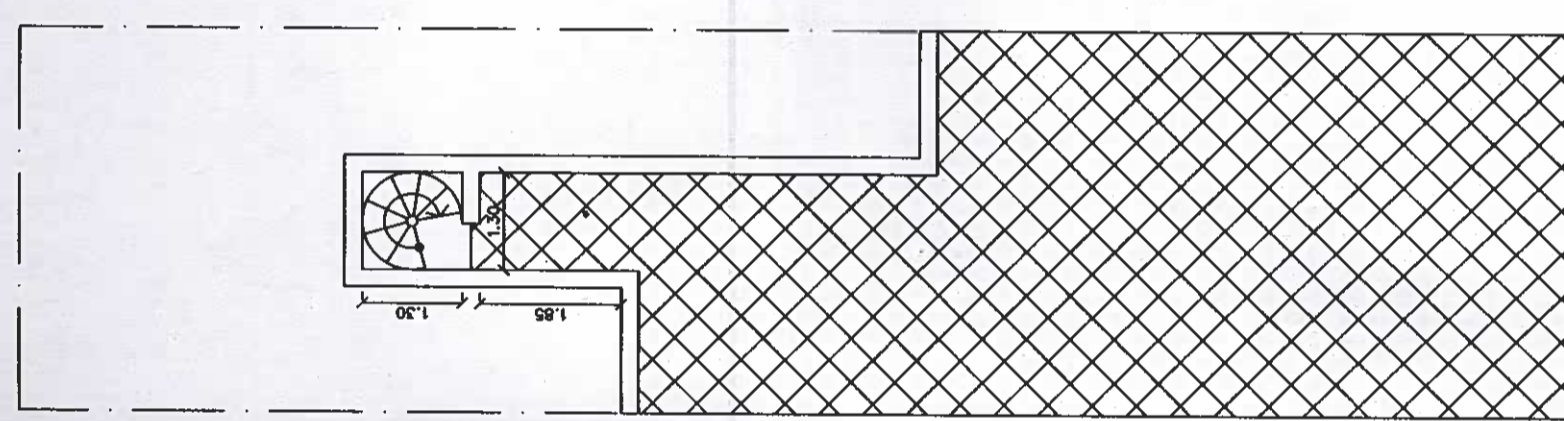


existing ground floor plan

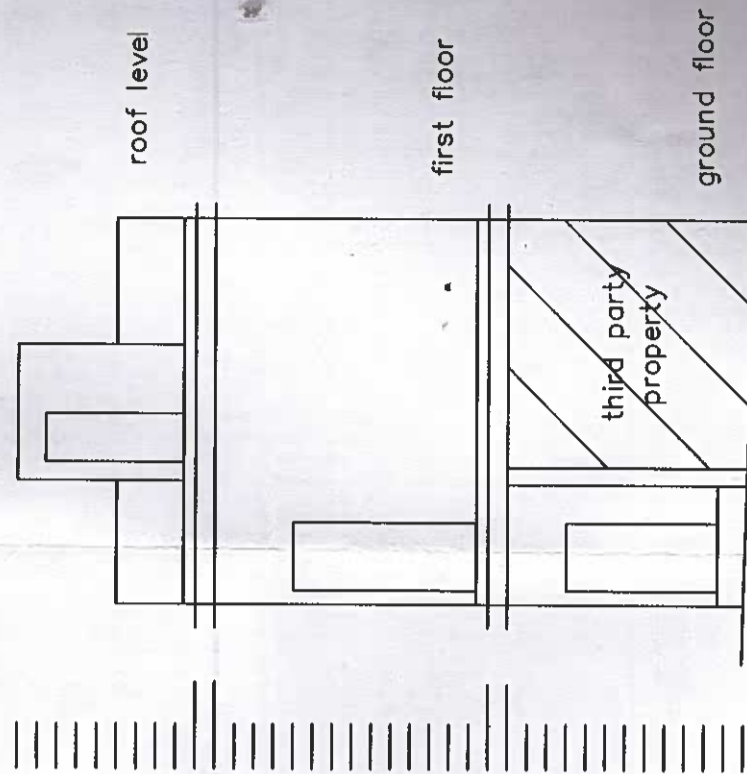
scale 1:100



existing first floor plan



existing roof plan



section AA

(Signature)
 S.P. ATTARD B.E.S.A. (HONS) A.S. & C.I.
 ARCHITECT & CIVIL ENGINEER

drawing title	
existing property at: 38, triq fra diegu, hamrun	
scale	1:100
drawn by	A ATTARD
date	26/7/2024
sheet nr	01

jpattard@outlook.com

From: Jean Pierre Attard <lcj491@icloud.com>
Sent: 22 July 2024 19:42
To: Attard Jean



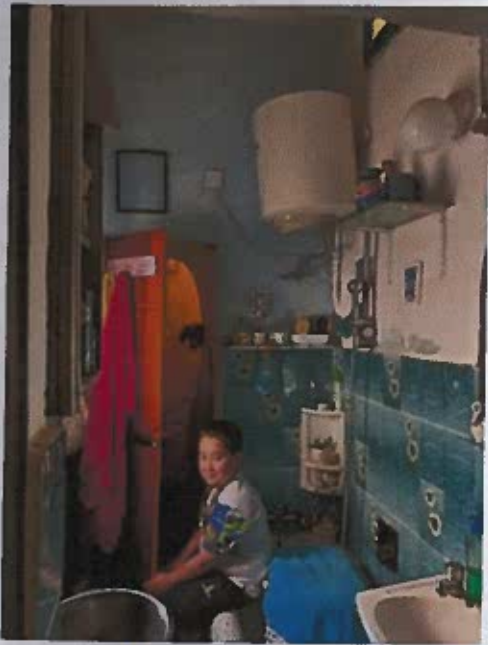


J. P. ATTARD B.E. & A. (HONS) A. & C.E.
ARCHITECT & CIVIL ENGINEER







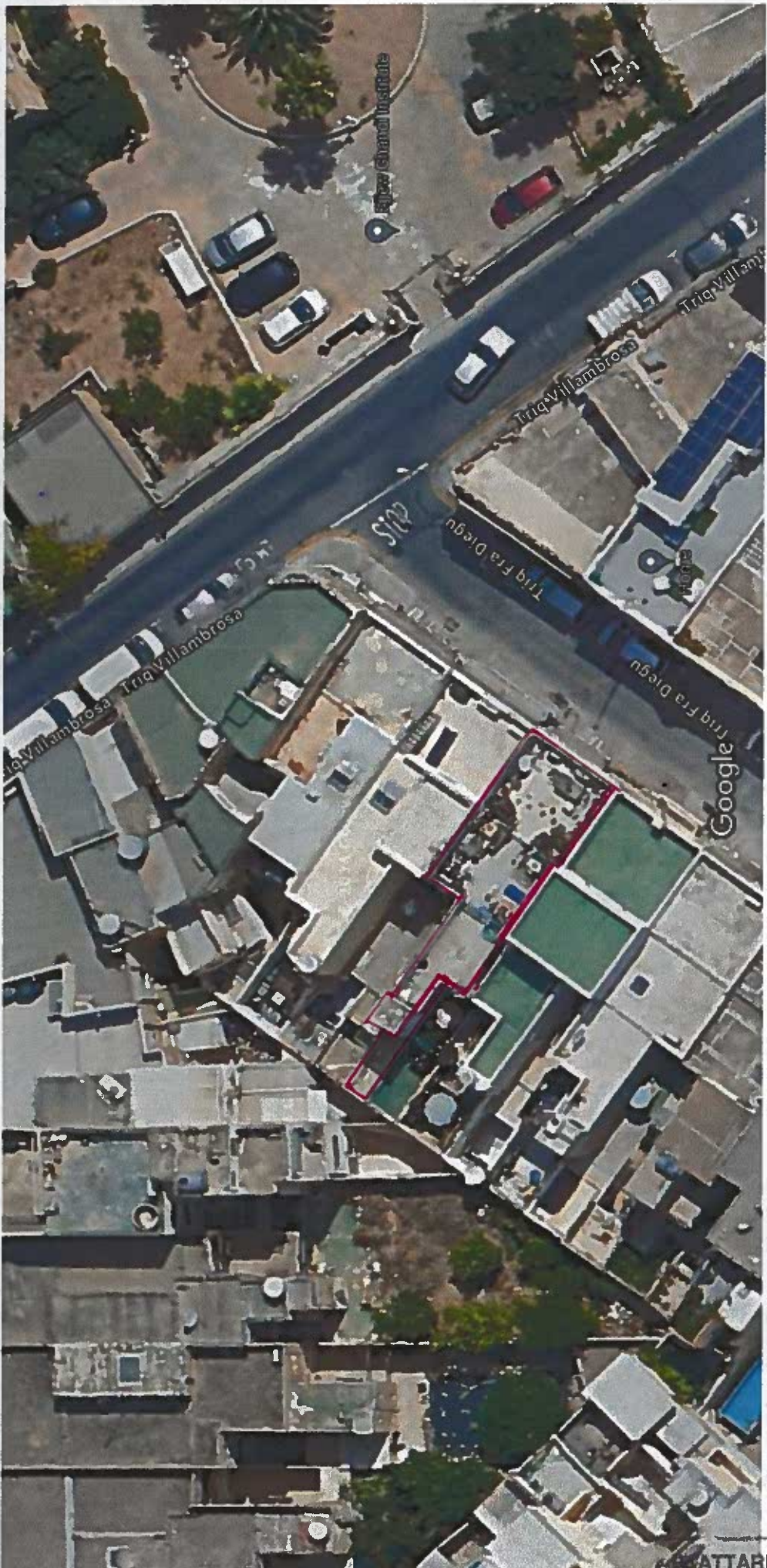


~~J.P. ATTARD B.E. & A. (HONS) A. & CIE
ARCHITECT & CIVIL ENGINEER~~



Sent from my iPhone

P. ATTARD B.E.S.A. (HONS) A. & C.E.
ARCHITECT & CIVIL ENGINEER



Map data ©2024, Map data ©2024 5 m

CENTRAL MALTA LOCAL PLAN



L-Avvenzi ta' Malta Dwar l-Subjett ta' l-Ippjanar
 Malta Environment & Planning Authority

Key

- Local Council Boundary
- Limit to Development (TPS)
- Urban Conservation Area CG08

- Within UCA**
 (Without semi-basement)
- 2 Floors
 - 3 Floors
 - 3 Floors Plus 1 Receded Floor CG06

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

Hamrun
 Building Height Limitations Map

Scale: 1:5000
 Date: July 2006
 Map: HAM3

INDICATIVE ONLY
 Not to be used for direct interpretation or
 for the interpretation of street alignments.
 Road Maps: 1:6000 Survey Street
 Copyright Mapping Unit, Malta Environment & Planning Authority
 5/06/2006



CENTRAL MALTA LOCAL PLAN



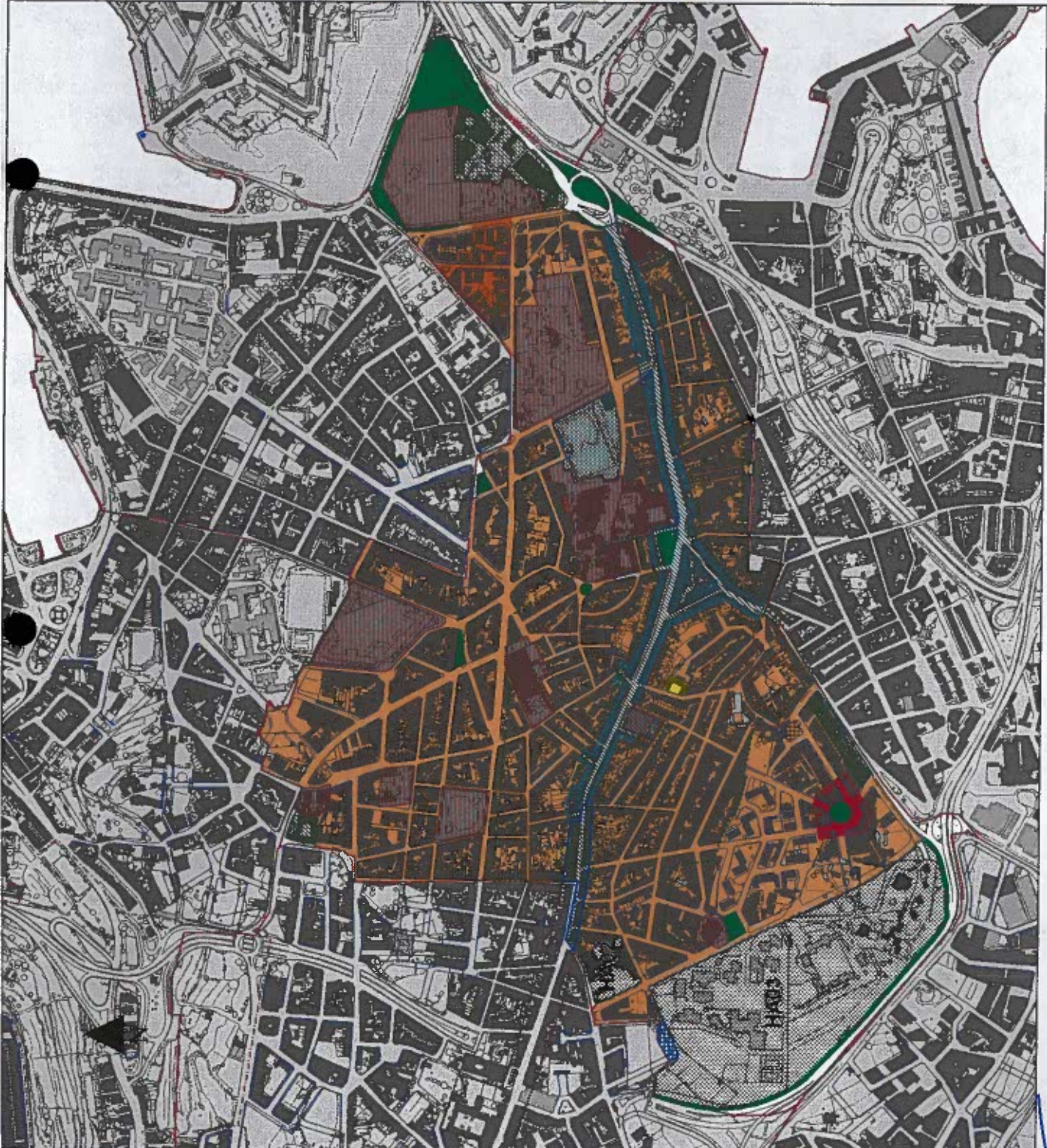
L-Awtorità ta' Malta Dwaq l-Ambjent u l-Planjar
Malta Environment & Planning Authority

Key

- Local Council Boundary
- - - - - Limit to Development (TPS)
- Urban Conservation Area CG09
- Retain Existing Use with Extensions to Institutions
- Residential Areas CG07
- Residential Priority Area CG08
- Green Areas CG18
- Sports CG18
- Primary Town Centre CG12
- Local Centre CG13
- Redevelopment HA02, HA03
- Commercial Areas HA04, CG14
- Commercial Area uses at ground floor only and residential units above
- CPPS Car Park HA06, HA08
- Mixed Use Area SV01
- Design Priority Areas HA05
- Villa Area identified for possible rezoning to Residential Area subject to Policy CG08
- Rezoning HA01

Hamrun Area Policy Map

Scale:	Date:	Map:
1:6500	July 2006	HAMI
INDICATIVE ONLY Not to be used for direct interpretation or for the interpretation of street alignments.		
<small>Data Source: 1999 Survey Sheets Copyright Mapping Data, Urban Environment & Planning Authority</small>		



POK 5

19

Vanessa Pool L.L.D
Notary Public & Commissioner for Oaths
70, Triq San Girgor
Zejtun - Malta
M: 00356 99472762
E: vanessapool71@gmail.com

Ilum, Rmista (15) ta' Jannar
tas-sena 21 jenn u magħta (2004)

Quddiemni Nutar Dottor Vanessa Pool, qeghdin jidhru personalment wara li zgurajt l-identita' tagħhom permezz tad-dokumenti ufficjali aktar 'l isfel fuq dan l-att indikati;

Mill-ewwel parti;

Doris Busultil, Bank manager, bin John u Dolores nee Plamo imwiield Flourens u residenti San Givan bil-karta tal-identita' numru: 553751 (M) li qiegħed jidher/qegħda tidber a nom u fi-interest ta' Bank of Valletta p.l.c, debitament awtorizzat/a aktar 'l isfel imsejjah 'il-Bank.

Mit-tieni parti;

Norbert Pace, impjegat, bin Mario u Carmen nee Gatt imwiield Pieta' u residenti Fgura karta tal-identita' numru:171581(M) flimkien ma Francelle Agius xebba u nursing student bint Eugenio u Carmen nee Cini imwiielda Pieta' u residenti Hamrun, karta tal-identita' numru:598383(M) in solidum bejniethom magħrufa bhala l-klijenti u/jew il-kumpraturi skond il-kaz.

Mit-tielet parti;

Arthur Cilia Bank manager, bin il-mejjet Alfred u Rita nee Calleja imwiield il-Belt Valletta u residenti s-Siggiewi, numru tal-karta tal-identita' 1649(M fil-kwalita tieghu perssonali kif ukoll f'isem ibnu il-minuri Bogdan Valentin Cilia ibnu u iben il-mejta Cettina nee Buttigieg imwiield ir-Rumanija u residenti s-Siggiewi in forza tad-digriet... El fejn u Sittin... tas... Sena... l.p. f. u... t... (2000/2002) (2.2.04) kif ukoll Antoinette mart l-avukat Thomas Abela bint il-mejtin John Buttigieg u Mary nee Caruana imwiielda Santa Venera u residenti l-Hamrun bil-karta tal-identita' numru:945646(M) in solidum magħrufa bhala l-vendituri .

Bis-sahha ta' dan l-att il-Bank qiegħed jagħti b'titolu ta' self lill-klijenti li in solidum qegħdin jaccettaw is-somma ta' wiehed u ghoxrin elf u sitt mitt liri Maltin (LM21600) aktar 'l isfel imsejha s-somma mistlufa, liema somma d-debituri qiegħdin jiddelegaw lill-Bank li jaccetta li jhallasha direttament lill-venditur bhala parti mill-prezz tas-sottoskritt immobbli u dan a tenur tas-sezzjoni eflejn u ghaxra (2010) tal-kodici Civili tal-ligijiet ta' Malta, kiema somma fl-intier hi msejha s-somma mistlufa.

Bhala garanzija tal-osservanza tal-kondizzjonijiet kollha ta' dan l-att u partikolarment tal-hlas lura tal-istess self u tal-pagament tal-imghax fuq l-istess, il-klijenti qegħdin jagħtu lill-Bank, illi jaccetta, ipoteka generali fuq hwejjighom kollha in generali, prezenti u futuri u ipoteka specjali kif ukoll privilegg specjali fuq il-fond aktar 'l isfel deskritt trasferit fit-tieni parti ta' dan l-att li jinsab gewwa l-Hamrun

Din is-sigurta' hija oltre kwalsiasi sigurta' ohra li tista' tigi miftehna bejn il-Bank u l-klijenti minn zmien għal zmien

Dej
Bijok
Dn 2153/
(2.2.04)
Ipotka
u
Pawzi.
I 2507/
2004
Garanzja
I 2506/
2004

Il-Bank u il-klijenti jaqblu illi s-self u s-sigurta' ghall-istess self jigi regolat permezz ta' dawk il-kondizzjonijiet, inkluzi tal-hlas lura tal-istess self u tal-imghax li jiddekorri fuqu, li gja gew, jew li jigu minn zmien ghal zmien, notifikati bil-miktub mill-Bank u accettati mill-klijenti b'dan pero' illi s-segwenti jkunu l-kondizzjonijiet prevalenti;

Il-Bank u l-klijenti jaqblu illi fuq l-imsemmija somma mislufa jiddekorri imghax b'rata stipulata fis-sanction letter mahruqa lill-klijenti; dan l-imghax ikun ikkalkolat fuq l-ammont dovut fuq il-bilanc tas-self mill-klijenti, minn zmien ghal zmien, in konformita' mal-prattika bankarja .

Il-kondizzjonijiet u pattijiet li jirregolaw dan is-self (inkluz iz-zmien tal-pagament lura, ir-rata tal-imghax, fees u charges) jistghu jinbidlu mill-Bank minn zmien ghal zmien

- a. fil-kaz ta' bdil fis-suq u fil-prattika bankarja
- b. fil-kaz ta' bdil fic-charges tal-Bank
- c. Jekk il-klijenti jiksru xi wahda mill-kondizzjonijiet ta' dan l-att
- d. Fil-kaz ta' bdil fil-ligi u/jew decisjonijiet jew rakkomandazzjonijiet tal-qrati, regulatur jew korp simili
- e. Fil-kaz ta' introduzzjoni ta' prodotti godda, sistemi, metodi teknologiji u facilitajiet ohra
- f. F'kaz ta' merger, take over jew business ma bank iehor li joffri servizzi simili
- g. Jekk tinqala' xi cirkustanza jew kaz li tista' taffettwa regjonevolment il-performance tal-klijenti fil-obbligazzjonijiet ta' dan l-att .

Il-Bank ghandu jaghti 'reasonable notice' lill-klijenti ta' tip ta' bdil bhal dan .

Jekk mhux stabbilit diversament is-self ikun ripagabbli lura fuq perjodu mhux itwal minn erbghin (40)sena jew kwalunkwe estensjoni ohra moghtija mill-istess Bank .

Il-Bank u l-klijenti jiftchmu illi kemm il darba isehhu xi wahda mic-cirkustanzi fil-lista hawn annessa markata dok A li jiffurmaw ukoll parti integrali minn dan l-att, allura u fi kwalunkwe hin wara, il-Bank ikun jista' b'avviz lill-klijenti, jiddikjara illi s-self huwa dovut, flimkien mal-imghaxijiet relattivi, u pagabbli minnufih u f'dan il-kaz is-self u l-imghaxijiet relattivi, isir dovut minnufih flimkien ma' kwalunkwe ammont iehor pagabbli skond dan il-kuntratt.

In oltre il-klijenti u l-Bank qed jaqblu illi;

- 1. l-ispejjez u d-drittijiet kollha in konnessjoni ma' dan il-kuntratt jithallsu mill-klijenti li jobbligaw ruhhom ukoll li jirrifondu a favur tal-Bank l-ispejjez kollha inkluzi l-ispejjez u d-drittijiet legali u amministrattivi maghmula minn zmien ghal zmien sabiex jigu aggornati r-ricerki dwar trasferimenti u passivita' tal-istess klijent u r-ricerki fir-Registru tal-Artijiet, kif ukoll sabiex tigi mizmuma fi stat tajjeb is-sigurta' kollha tal-Bank, inkluzi wkoll policies ta' Insurance/ Assurance

tal-Bank ghas-soddisfazzjon tal-istess Bank u dan dejjem fid-diskrezzjoni assoluta tal-istess Bank .

2. Il-klijenti jawtorizzaw lill-Bank sabiex jirritjeni fil-pussess tieghu ir-ricerki tat-trasferimenti u tad-debiti tal-istess klijent sakemm is-self jithallas lura ghas-saldu.
3. Izjed minn hekk, il-klijenti jobbligaw ruhhom li fuq talba tal-Bank jaghmlu polza ta' assigurazzjoni fuq il-proprjeta' tieghu kontra kull riskju normali ma' kumpanija ta' assigurazzjoni ta' reputazzjoni tajba u l-interessi tal-Bank jigu indikati fuq polza ta' assigurazzjoni relattiva. Barra minn hekk, il-klijenti jawtorizzaw lill-Bank sabiex jaghmel kull polza ta' assigurazzjoni f'dan ir-rigward fuq il-proprjeta' taghhom kif jidhirlu il-Bank li hemm bzonn u dan a spejjez tal-klijenti
4. Il-klijenti jobbligaw ruhhom li jaghtu favur tal-Bank kull dettal u informazzjoni mehtiega rilevanti ghall-pozizzjoni finanzjarja taghhom kif mithub mill-Bank, minn zmien ghal zmien, u li jaghtu lill-Bank kull opportunita' li jivverifika l-istess.
5. Il-klijenti jobbligaw ruhhom favur tal-Bank, li jaccetta ;
 - a. illi ma jaghtux izjed garanziji ipotekarji/charges fuq il-proprjeta' hawn deskritta anke jekk dawn il-garanziji ipotekarji/charges jkunu wara dawk registrati a favur il-Bank, minghajr il-kunsens antecedenti u bil-miktub tal-Bank; u
 - b. illi ma jittrasferux, ma jikrux, ma jitolqux u ma jhallux lil terzi persuni juzaw l-istess proprjeta' taht l-ebda titolu u dan minghajr il-kunsens antecedenti u bil-miktub tal-Bank .
6. Il-klijenti qieghdin jawtorizzaw lill-Bank sabiex jaghmel jew isegwi kwalunkwe applikazzjoni mehtiega mar-Registru tal-Artijiet u sabiex jottjeni r-registrazzjoni tal-fond in kwistjoni u tad-drittijiet ipotekarji u privileggjati u/jew charges kostitwiti favur tal-Bank in virtu' tal-ewwel parti ta' dan l-att fil-eventwalita' li l-fond jigi dikjarat li jaqa' f'arja ta' registrazzjoni jew jekk il-Bank ikun jidhirlu li hekk huwa opportun jew mehtieg u dan a spejjez tal-klijenti . Il-Bank ikollu d-dritt li jzomm fil-pussess tieghu ic-certifikat tal-art, certifikat ta' ipoteka jew ipoteka kawzjonali sal-hlas a saldu tas-self .

Qieghed jigi dikjarat illi l-proprjeta' trasferita fit-tieni parti ta' dan l-att ma taqax f'compulsory registration area .

Fit-tieni parti ta' dan l-att, il-vendituri qeghdin ibieghu, jassenjaw u jittrasferixxu lil-kumpraturi li qeghdin jaccettaw, jixtru u jakkwistaw il-fond numru tmienja u tletin (38) Triq Fra Diego Hamrun soggett ghas-cens annwu u perpetwu ta' zewg liri Maltin

u hamsa u sebghin centezmu (LM2.75) fis-sena mill-bqija libru u frank bid-drittijiet u pertinenti kollha tieghu.

Dan il-bejgh qiegħed isir bil-pattijiet u kondizzjonijiet li gejjin;

1. Versu l-prezz ta' erbgha u ghoxrin elf liri Maltin (LM24000) li minnhom il-Ban k kif delegat qiegħed ihallas l-ammont ta' wiehed u ghoxrin elf u sitt mitt liri Maltin (LM21600) u l-kumplament gja thallas mill-klijenti qabel ilhum u l-vendituri jaccettaw u jhalli ricevuta a saldu.

2. Il-vendituri jggarantixxu l-pacifiku pussess skond il-ligi b'ipoteka generali fuq il-beni kollha tagħhom prezenti u futuri.

Għal fini tal-Att numru sbatax tas-sena elf disa mija u tlieta u disghin (1993) jigi dikjarat illi l-proprijeta' hawn mibjugha kienet giet akkwistata minn Mary Buttigieg u uliedha Cettina (illun defunta) u Antoinette fuq imsemmija minn għand Edward Borg b'att tan-Nutar George Cassar tal-erbgha ta' Jannar elf disa mija u disgha u sittin (1969). L-imsemmija Mary Buttigieg mietet intestata fit-tmax ta' Meju elfejn u tnejn u permezz ta att tiegħi tal-hmistax ta' Ottubru elfejn u tnejn din il-proprijeta giet debitament dikjarata. Cettina mietet fil-erbgha ta' Awissu elfejn u wiehed u l-wirt tagħha hu regolat b'testment unica charta tat-tlieta ta' Awwissu elfejn u wiehed fil-att tan-Nutar Tonio Spiteri fejn zewgħa Arthur huwa uzufuttwarju u bina l-miunri Bogdan hu l-credi.

Għal fini tal-taxxa provvizorja tal-Capital Gains tax (LM 840) wara li jgħaddjaraw illi b'lekk l-impjegħat u l-vendituri ta' l-erbgha ta' l-att tan-Nutar George Cassar ta' Jannar elf disa mija u disgha u sittin (1969) u l-kumplament gja thallas mill-klijenti qabel ilhum u l-vendituri jaccettaw u jhalli ricevuta a saldu.

Għal fini tal-boll fuq il-valur it-taxxa dovuta tammonta għal tmenin mija u sebghin liri Maltin (LM 840) wara li jgħaddjaraw illi b'lekk l-impjegħat u l-vendituri ta' l-erbgha ta' l-att tan-Nutar George Cassar ta' Jannar elf disa mija u disgha u sittin (1969) u l-kumplament gja thallas mill-klijenti qabel ilhum u l-vendituri jaccettaw u jhalli ricevuta a saldu.

Dan l-att gie magħmul, moqri u ppubblikat wara cerzjozzjoni skond il-ligi P Malta numru 11360/1993. Palazz Squares, Valletta. Pal-attiegn' tal-Bank of Valletta p'le Mortgage Division Box Homebank Centre VLT 13 Malta.

10 tnejn sostituta b' wiehed 'L' is' kancellat. L' 10 tlett l-impjegħat u l-vendituri ta' l-erbgha ta' l-att tan-Nutar George Cassar ta' Jannar elf disa mija u disgha u sittin (1969) u l-kumplament gja thallas mill-klijenti qabel ilhum u l-vendituri jaccettaw u jhalli ricevuta a saldu.

Handwritten signatures and notes at the bottom of the page, including names like 'N. Pally' and 'Nutar pubbliku Malt'.

Dok A'

Il-Bank u l-klijenti jifhemu illi jekk:

- (a) il-klijenti jonqsu milli jhallu kwalunkwe somma kemm ta' kapital kif ukoll ta' imghax, drittijiet jew spejjes dovuti minnhom skond dan il-kuntratt fil-hin u bil-mod indikat f' dan il-kuntratt; jew
- (b) il-klijenti jkarsu jew jonqsu milli josserva l-obbligi u l-weghdiet espressi bhala assunti minnhom f' dan il-kuntratt; jew
- (c) kwalunkwe rapprezentazzjoni jew garanzija maghmula jew mehuda bhala maghmula, jew ripetuta minn jew in konnessjoni mal-klijenti, hija, jew tinsab li kienet inkonretta b' mod sostanzjali; jew
- (d) kwalunkwe dejn tal-klijenti mhurwix mhallas meta dovut jew isir dovut u pagabbli, jew xi kreditur tal-klijenti ikun intitolat jiddikjara l-istess dejn dovut u pagabbli qabel l-iskadenza tieghu jew xi garanzija jew indennizz tal-klijenti in konnessjoni ma' kwalunkwe dejn mhijjex onorata meta dovuta u mitnuba; jew
- (e) kwalunkwe kunsens, awtorizzazzjoni, licenzja jew approvazzjoni ta' jew registrazzjoni ma', jew dikjarazzjoni favur, entitajiet jew awtoritajiet pubblici jew tal-gvern, jew grati, rikjesti mill-klijenti in konnessjoni ma', jew bhala risulat ta' l-ekzekuzzjoni, konsenja, validita, enforzar jew ammissibilita bhala evidenza ta' dan il-kuntratt jew ti-twertiq tal-klijenti ta' l-obbligi taghhom skond il-kuntratt, jigi mibdul, jew mhurwix moghti, jew hurva revokat jew terminat jew jiskadi u mhurwix renovat jew inkella jispicalhu l-forza u l-effet; jew
- (f) kreditur jezercita dritt fuq jew jiehu pussess ta', permezz ta' csekuzzjoni, sekwestru, jew, xi process iehor huwa enforzat jew mahrug kontra xi imprizi, assi, drittijiet jew dhul tal-klijenti u mhurwix revokat fi zmien sebat (7) ijiem; jew
- (g) il-klijenti jissospendu pagament tad-djun taghhom, jew ma jistawx, jew jammettu li ma jistawx thallu id-djun taghhom meta jsiru dovuti, jew jibdeu negozzjati ma wiehed jew izjed mill-kredituri taghhom bl-iskop ta' reagustament generali jew riskjedament tad-dejn taghhom kollu jew parti minna, jew jipponu, jew jidhru f' xi komposizzjoni jew arrangament iehor ghall-beneficcju tal-kredituri in generali jew ta' xi klassi minnhom, jew procedimenti jibdeu in konnessjoni mal-klijenti taht xi ligi, regolament jew procedura ghal rikonstruzzjoni tad-djun; jew
- (h) il-klijenti jiehdn azzjoni, jew proceduri legali jibdeu, jew xi passi ohra jittiehdn sabieq;
 - (i) il-klijenti jigu aggodikati jew misjuba falluti jew insolventi; jew
 - (ii) il-klijenti jigu straljati jew xolti; jew
 - (iii) jigi appuntat likwidatur, kuratur, amministratur jew ufficjal simili tal-klijenti;
- (i) il-klijenti jissospendu jew iwaqqfu jew jheddu li jissospendu jew iwaqqfu n-negozju taghhom; jew
- (j) it-total jew parti sostanzjali mill-imprizi, assi, drittijiet jew dhul tal, jew ishma, jew interessi ta' propjeta', tal-klijenti jigu maqbuda, nazzjonalizzati, esproprijati jew akkwistati bilfors minn jew taht l-awtorita ta' xi gvern; jew.
- (k) it-twertiq ta' l-obbligi jew ta' kwalunkwe obbligu tal-klijenti taht dan il-kuntratt isir illegali f' xi hin, jew
- (l) il-klijenti jhassru jew jattakkaw jew jaghmhu, jew igieghu, jew jippermettu li jsir xi att jew haga li turi l-intenzjoni li jhassru jew jattakkaw dan il-kuntratt; jew
- (m) jokkorri fl-opinjoni tal-bank, xi tibdil sostanzjali fil-kundizzjoni finanzjarja tal-klijenti; jew
- (n) jokkorri xi kaz iehor jew xi cirkostanzi ohra li, fl-opinjoni tal-Bank, ghandha mnejn taffetwa sostanzjalment u negattivament il-kapacita' tal-klijenti li jesegwixxu l-obbligi jew wiehed mill-obbligi taghhom, jew b' xi mod iehor jonoraw t-termini ta' dan il-kuntratt, allura, u fi kwalunkwe hin wara, il-Bank jista b'avviz lill-klijenti, jiddikjara illi s-self huwa dovut u pagabbli minnufih, u f' dan il-kaz is-self isir dovut u pagabbli flimkien ma' l-imghax dovut u kwalunkwe ammont iehor pagabbli skond dan il-kuntratt.

Signature 1 *Signature 2* *Signature 3* *Signature 4*

N. Pace

EIGHTH SCHEDULE


PHYSICAL ATTRIBUTES OF IMMOVABLE PROPERTY

Locality	HAMRUN
Address	'SNOWLAKE', No 38, TRIG FRA DISTO, HAMRUN.
Total Footprint of Area Transferred*	53.1 Sq. MTS.

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

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

* Includes all lands and gardens but excludes additional floors, roofs and washrooms
 *** Includes ** plus bathrooms and apertures
 ** Includes plastering, electricity, plumbing and floor tiles

Date: 25th JULY 2024 Perit's Signature: 

Warrant Number: 205 Rubber Stamp: P. ATTARD B.E. & A. (HONS) A. & C.E. ARCHITECT & CIVIL ENGINEER

DC 2015**Annex 2: Interpretation of Height Limitation**

Height limitation shall be interpreted as follows:

Number of Floors	Allowable Maximum Height in Metres		
	Without Basement	With Basement	With Semi-Basement
1	7.70	8.60	9.80
2	11.40	12.30	13.50
3	15.40	16.30	17.50
4	19.90	20.80	22.00
5	22.90	23.80	25.00
6	26.90	27.80	29.00
7	29.90	30.80	32.00
8	33.40	34.30	35.50

~~J.P. ATTARD B.E. & A. HONSI A. & C/E~~
~~ARCHITECT & CIVIL ENGINEER~~

