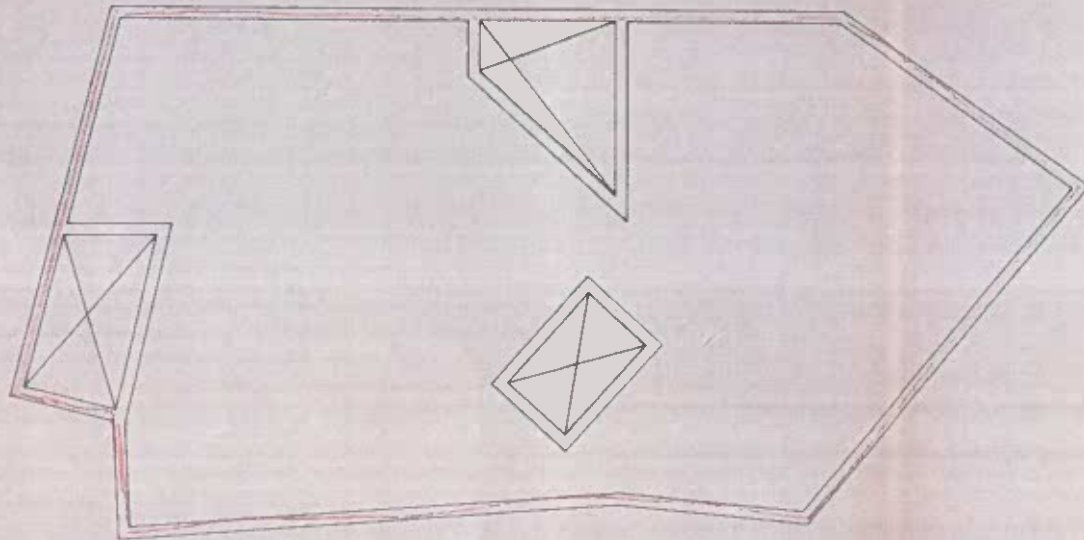
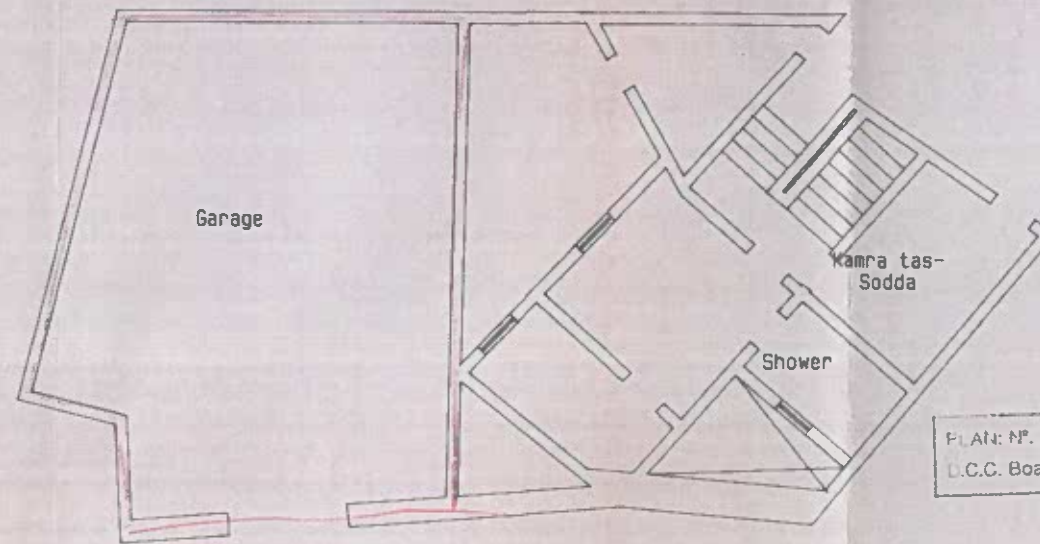


138



Pjanta tal- Bejt



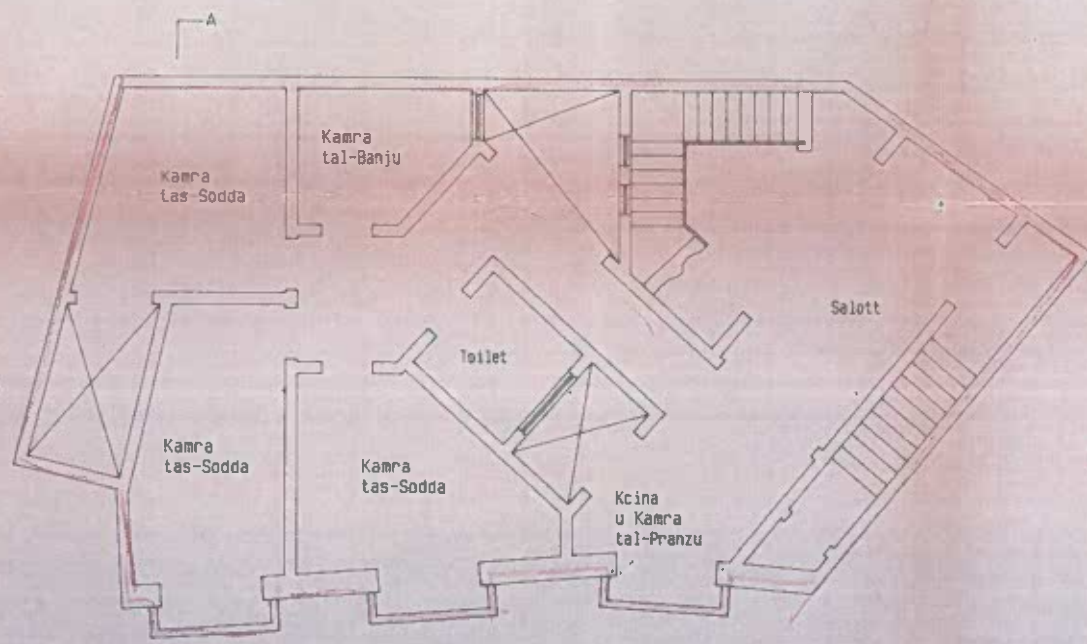
Triq Madonna tal-Karmnu Pjanti Ezistenti

SANITA APPROVED
- 8 OCT 1999
Jean de' Conti Manduca
Sanitary Engineer

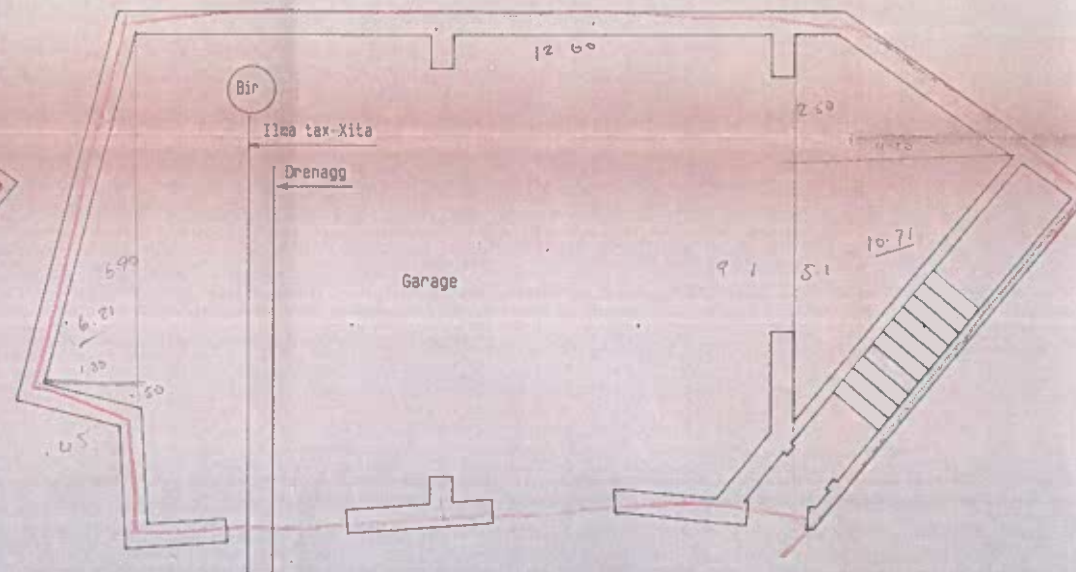
PLAN: N° P.A. 1442/99/138
L.C.C. Board N°:

6.21 +
.45
10.92
10.71
5.25
33.54

V.T.
VICTOR TORPIANO
BA (Arch) BArch (Hons) A & CE
Chairman DCC



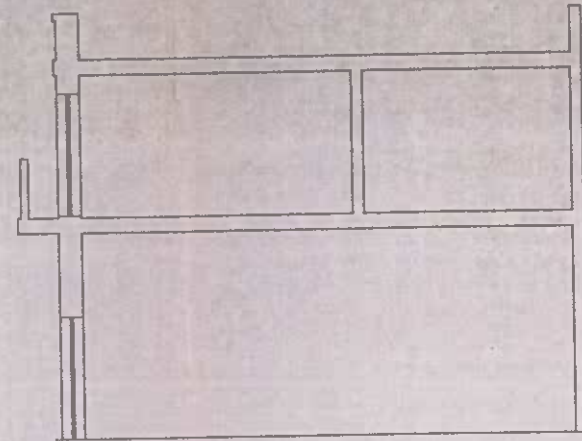
L-Ewwe1 Sular



Pjan Terran

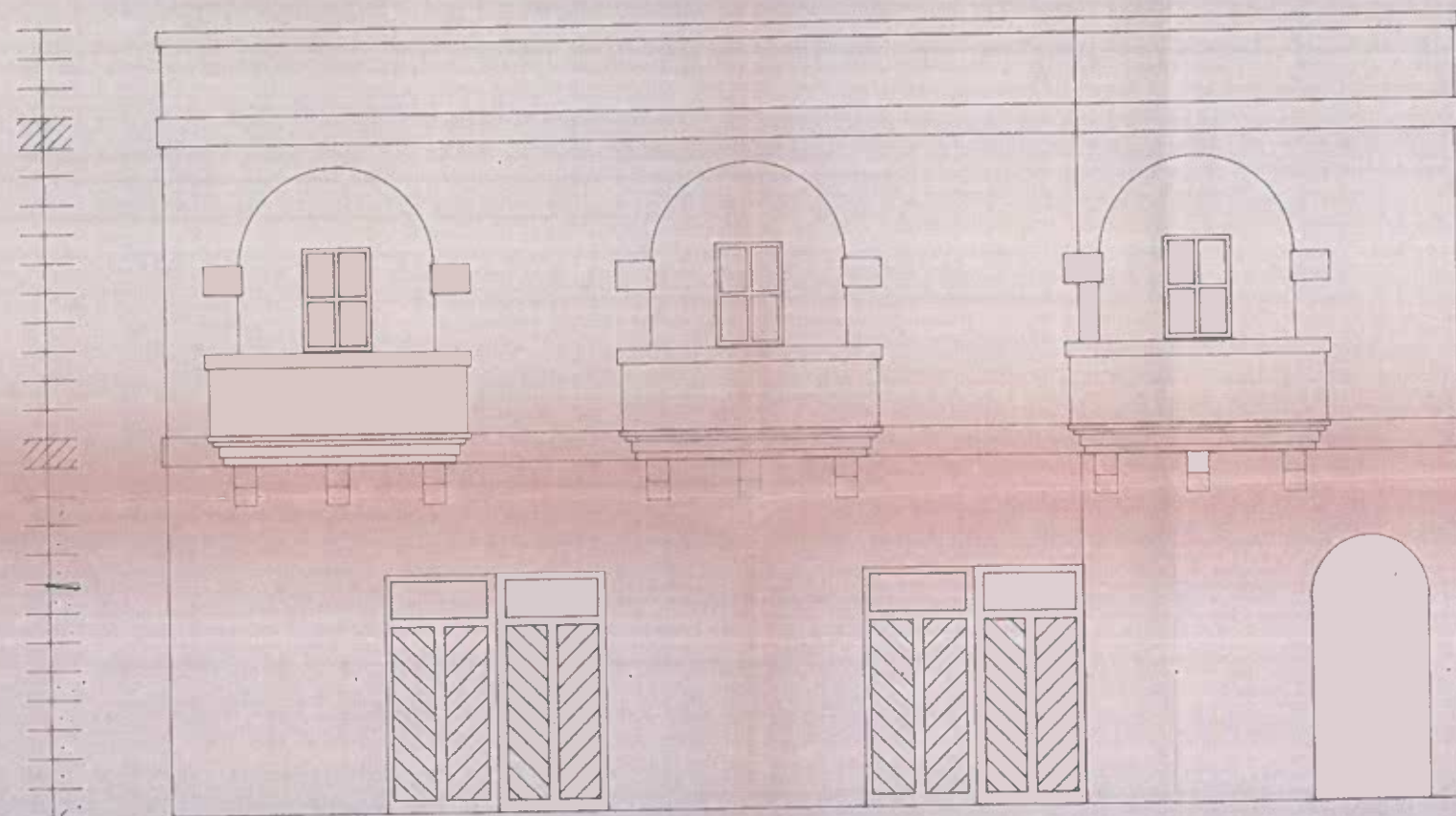
Noti:	
1. Aperturi ta' l-aluminju mizbugh.	
2. Hitan u galleriji tal-gebla maltija.	
Klijent.	2
Joe Camilleri San Valentino 3 Triq Munxar	2
Skala 1: 100 / 1: 50	
Data 3 ta' Lulju, 1999	
Karmenu Borg B.E.&A. (Hons.) A.&C.E. Perit u Inzjener Civili 24, Triq San Blas Nadur Għawdex.	Pjanta Nru. #4497

BA

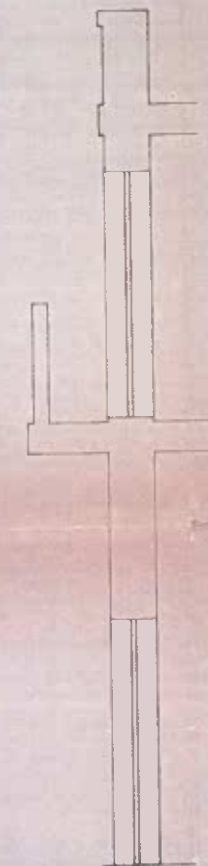


Sezzjoni A- A

PLAN: N° P.A. 14299/13A
D.C.C. Board N°:



Faccata Proposta



Victor Torpiano
VICTOR TORPIANO
BA (Arch) BArch (Hons) A & CE
Chairman DCC

Noti :	
1. Aperturi ta' l-istrutturju mizbogn.	
2. Hitan u galleriji tal-gebla maltija.	
Klijent:	1 / 2
Joe Camilleri San Valentino 3 Triq Munxar	
Skala 1: 100 / 1: 50	
Data 3 ta' Lulju, 1999	
Karmenu Borg B.E.S.A. (Eng.) & C.E. Pett & Inginier Civili 221, Triq San Blas Nadur Ghawdex.	Pjanta Nru. #4497

Illum 21 ta' Jannar, 2025

L-atti tas-subbasta numru 2/2023
Fl-ismijiet 35°14° Capital SCC p.l.c. vs Joseph Camilleri et

Avviż t'Access

L-Onorabbli Qorti innominat lill-Perit sottoskritt bhala espert sabiex jagħmel l-istima u deskrizzjoni tal-proprjetà immobbli mertu għall-bejgh b'subbasta suċitata ossia:

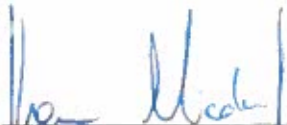
Id-dar numru tlieta (3) bl-isem 'San Valentino' fi Triq il-Professor Guze' Aquilina, Munxar, b'zewġ garaxxijiet annessi bl-isem ta' Neqnieq fi Triq il-Madonna tal-Karmnu, Munxar, l-intier bl-arja libera u bis-sottosuol inklużi.

Għal dan il-ghan, b'dan l-avviż inthom qegħdin tiġu infurmati li ser isir aċċess fuq il-fond fuq deskritt nhar:

Is-Sibt il-25 ta' Jannar 2025 fl-10 :30

Intom gentilment mitlubin tipprovdu aċċess xieraq u mingħajr ebda tfixkil u fin-nuqqas tintalab direzzjoni mill-Onorabbli Qorti sabiex jittieħdu passi ulterjuri.

Tislijiet,


Perit Shawn Micallef

Notifika: 35°14° Capital SCC p.l.c. (C105417) - 19, Conservatory Street, Floriana, FRN 1521, Malta.
Joseph Camilleri (K.I.27870G), 'Neqnieq', Triq il-Madonna tal-Karmnu, Munxar, Ghawdex.
Mary Rose Camilleri (K.I.4675G), 'San Valentino', Triq Profs. Guze Aquilina, Munxar, Ghawdex.

Illum 27 ta' Jannar, 2025

L-atti tas-subbasta numru 2/2023
Fl-ismijiet 35°14° Capital SCC p.l.c. vs Joseph Camilleri et

Avviz t'Access

L-Onorabbli Qorti innominat lill-Perit sottoskritt bhala espert sabiex jaghmel l-istima u deskrizzjoni tal-proprjeta immobbli mertu ghall-bejgh b'subbasta sucitata ossia:

Id-dar numru tlieta (3) bl-isem 'San Valentino' fi Triq il-Professor Guze' Aquilina, Munxar, b'zewg garaxxijiet annessi bl-isem ta' Neqnieq fi Triq il-Madonna tal-Karmnu, Munxar, l-intier bl-arja libera u bis-sottosuol inkluzi.

Ghal dan il-ghan, b'dan l-avviz inthom qeghdin tigu infurmati li ser isir access fuq il-fond fuq deskritt nhar:

Is-Sibt l-1 ta' Frar 2025 fl-10 :30

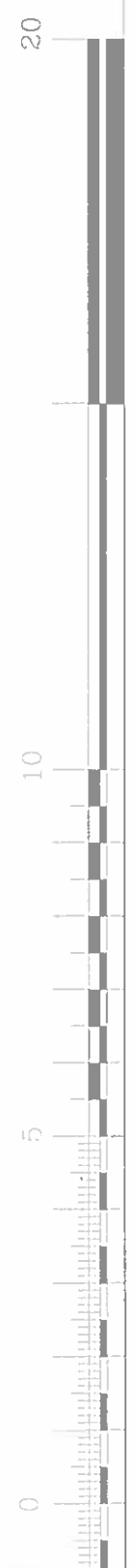
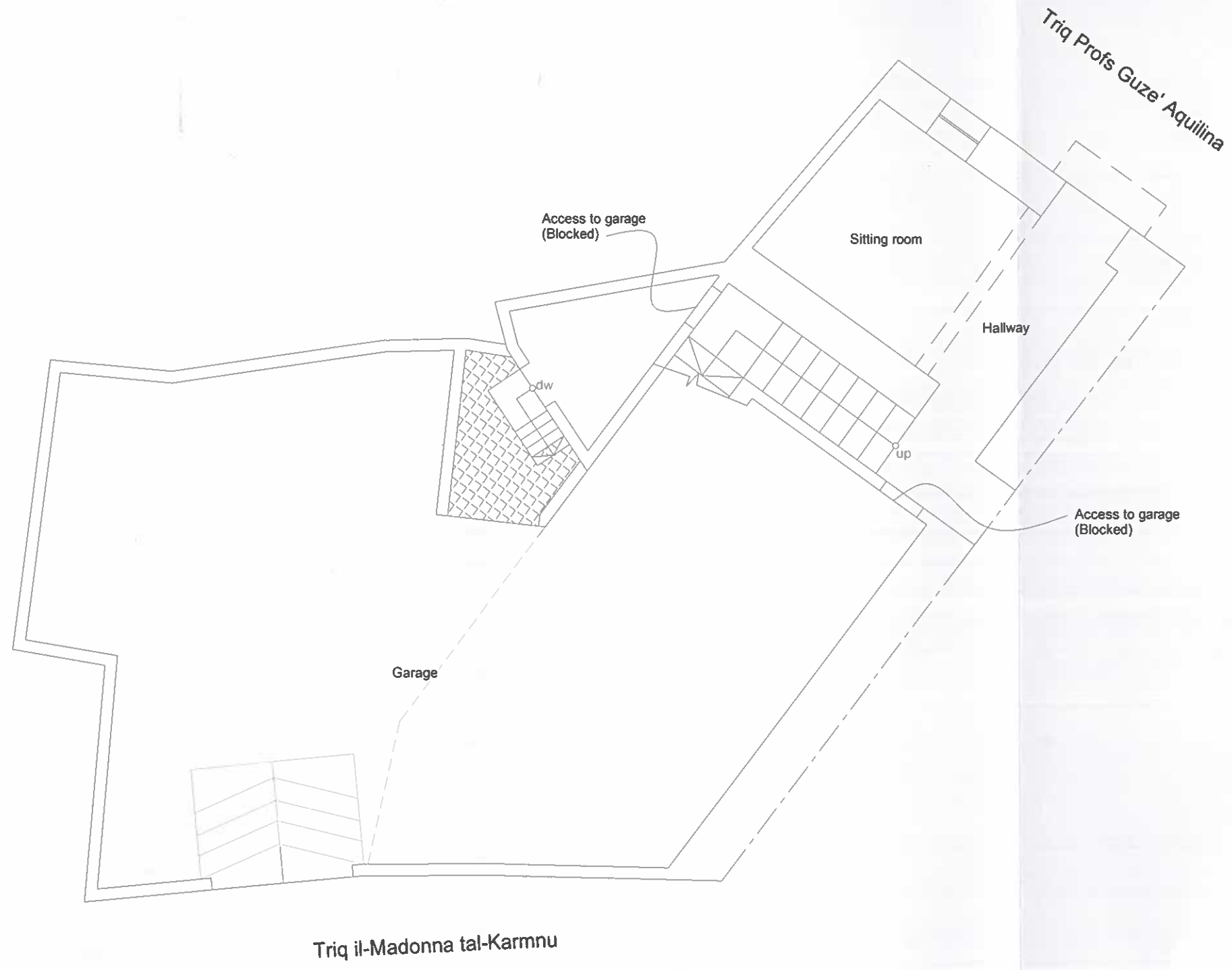
Intom gentilment mitlubin tipprovdu access xieraq u minghajr ebda tfixkil u fin-nuqqas tintalab direzzjoni mill-Onorabbli Qorti sabiex jittiehdu passi ulterjuri.

Tislijiet,



Perit Shawn Micallef

Notifika: 35°14° Capital SCC p.l.c. (C105417) - 19, Conservatory Street, Floriana, FRN 1521, Malta.
Joseph Camilleri (K.I.27870G), 'Neqnieq', Triq il-Madonna tal-Karmnu, Munxar, Ghawdex.
Mary Rose Camilleri (K.I.4675G), 'San Valentino', Triq Profs. Guze Aquilina, Munxar, Ghawdex.



Existing Ground Floor Level
scale 1:100

Project title - BOV vs. Joseph Carnillieri et - 2 / 2023 (BS)	Scale - 1:100	Our ref - CC.2-2023.BS
Drawing title - Existing ground floor plan	Date - 06-02-25	Drawing no - DOK SM04A
Site address - Nagħriq, Triq il-Madonna tal-Karmnu, Muxxar & San Valentinu, Triq il-Profvs Guze' Aquilina, Muxxar.	Drawn by - s.m.	Client - Courts of Justice

Signature -

Shawin Micallef B.E. & A. (Hons), A.R.C.E.
 A - No.5, Mgarr Road, Nadur, Gozo
 T - 80356 2155 2345, 2155 6900
 M - 00356 9946 4285
 E - micallef.shawin@gmail.com

20

10

5

0



Existing First Floor Level
scale 1:100

Project title - BOV vs. Joseph Camilleri et - 2 / 2023 (BS)	Scale - 1:100	Our ref - CC.2-2023.BS
Drawing title - Existing first floor plan	Date - 06-02-25	Drawing no - DOK SM04B
Site address - Neqnieq, Triq il-Madonna tal-Karmnu, Munnar & San Valentino, Triq il-Profs Guze Aquilina, Munnar.	Drawn by - s.m.	Client - Courts of Justice

Signature -

Hawri Micallef B.E. & A.(Hons), A&C.E.
 A - No.5, Mgarr Road, Madun, Gozo
 T - 00356 2155 2343, 2155 6500
 M - 00356 9946 4285
 E - micallef.hawri@gmail.com



Existing Roof Level
scale 1:100

Project title -	BOV vs. Joseph Camilleri et -	Scale -	1:100	Our ref -	CC.2-2023.BS
Drawing title -	2 / 2023 (BS)	Date -	06-02-25	Drawing no -	DOK SM04C
Site address -	Negħieb, Triq il-Madonna tal-Karnnu, Munxar & San Valentino, Triq il-Profs Guze Aquilina, Munxar.	Drawn by -	s.m.	Client -	Courts of Justice

Signature -

Shawn Micallef B.E. & A.(Hons), A.& C.F.E.
 A - No.5, Pigeon Road, Nadur, Gozo
 T - 00356 2155 2343, 2155 6900
 M - 00356 9946 4265
 E - micallef.shawn@gmail.com

Numru 143.

Ullum tminja w. għomen ta' Awissu euf deis' mija tnejn u sibtin.

Bejgħ

Quddemi Notar Dottor Cui-

Insimust fm. N^o 535 tal 1972.

reffi bauchi u quddiem ni-xheida ta' i ffirmati u kopaci sband il-ligi deluru personalment:-

Inskritt għal J. N^o 324 tal 1972

Minni-nattha l. waldia talon Vella, kuntrabbri, bin Pafuel u Maria me Xxereb, mwiiled il-Munxar u joggħod Vattorja, Etranden li qiegħed jidher b'għana l. att b'tale kuratur ta' barmela Xxereb, xibba, bint il-miġtin Bernard Xxereb u Rosa me Said, mwiilda u togħħod il-Munxar, Etranden, autorizzat għal fini ta' dawa l. att b'dignit tal Għali b' Etranden, Curridizzjoni Volontarja tal-tlettan ta' lulji euf deis' mija tnejn u sibtin sussekwenti għar-riħor tal-istess komparenti Vella tas-sibgħa ta' Lulji euf deis' mija tnejn u sibtin mawmuri eligħa w. sibtin tas-sena euf deis' mija u sibtin li kopja tregħta qiegħda tigi hemm annunna immarkata Dokument H.

U minni-nattha l. oħra trusebbi trug. rapped, bin Vincenzo wil. meġta lunga me Altard, twiiled Vattorja u joggħod il-Munxar, Etranden.
Minni: Notar magħarufin!

U mill-istess nattha Ludovica Xxereb, xibba, bint l. unnesimija miġtin Bernard Xxereb u Rosa me Said, twiiledet u

NOTARY TO GOVERNMENT
Victoria Goso

toqgħod il-Munxar, Għawden.

li minni natka l-istran Giuseppe
Borg, sajjed, bin Vincenzo u d. mifta
Gorga u e Ottand, turalid Vattarja u
joqgħod il-Munxar, Għawden.

Minni Ntata magħarufi.

U per mezz ta' duna l-att il-lewv-
parenti talon Villa u Ludovina Xue-
reb nomme u propriu kif fuq qgħodni
ibigħta u jiltrasferirni kif affettivamente
(bigħta u jiltrasferirni uia data ta'
duna l-att il-qaddem lill-kompanati
l-ietur Giuseppe Borg illi l-ikelta piccella,
jakkvisti u jintru minn qgħandhom
vendidtra il lok ta' djar fi munxar
Munxar, munxar u ita ta' djar il Mun-
xar l'ikel etur magħarufi⁽²⁾ qgal
lugħas il-Bazada illum l-igħat u
dawl, lill-gardina annema magħta ta' u
sitt kqgħat, franka u libru u lill-drettijiet
u l-kompartit u l-igħat l-ikel⁽³⁾ u kull oħra

Duna l-att magħta qgħat uia lill-frazz
Cepi il-Partizit i-kompartit ta' tunin
nija u tletra l-istran magħta (KMP30)⁽⁴⁾ illi
il-kompartit Borg qgħat l-istran magħta
uia magħta l-istran magħta qgal l-ikelta uia u
kannisa u qgħat l-istran magħta qgħat
l-ikelta uia u kannisa u qgħat l-istran magħta
l-ikelta uia u kannisa l-istran magħta illi l-istran
qgal uia uia magħta lill-frazz uia uia
vendidtra Carmela Xuereb il-kompartit
Villa nomme ital-l-istran lill-kompartit
Ludovica Xuereb l-istran l-ikelta uia uia ta
nomme ital-l-istran uia uia l-istran magħta

.....
.....
due or
.....



871

notar Legali Marcello Maggi; tra il
unipet trascritto da rogato Vito
"stato della vita" Maria Borg, figlia,
che si accettò in... la rogato
... ..

1) H.
... ..

2) H.
... ..

3) H.
... ..
"... .."

4) H.

5) H.

6) H.

7) "... .."

8) "..."

9) H.
... ..
"obbligazione"

Dovira ...
Salvatore ...
Joseph Borg
Marcello
Maria Borg

... ..



NOTARY TO GOVERNMENT
Victoria Gozo

Document A

Copy: 13 e 3
Hallas: P.L. Mizzi



Mehud mill-original minn qorti fir-
Registru tal-Qrati ta' Ghawdex.

Qorti ta' Ghawdex
Giurisdizzjoni Volontaria.

Wara r-Rikors Nru.49/1970
ta' Ludovina Xuereb.

Rikors ta' Salva Vella.

Jghid bir-rispett:

Illi huwa b'disprejiet ta' din il-Qorti tar-26
t'April 1972 gha nominst definitivament kuratur ta' Carmela
Xuereb, xebba, ta' l-ata' ta' sobghin (70) nana, bint il-mejtin
Bernard Xuereb u Rosa nee' Said, imwielde u taqshod il-Munxar,
Ghawdex, liema nomina bdiet issekk mit-30 ta' Mejju 1972,
jem li fik ir-rikorrenti obbliga ruha fir-Registru ta' din il
Qorti bl-Ipoteka Legali numru tletin ta' dis-anna (30/1972)
li jgamintra tajjed il-beni ta' l-istess Carmela Xuereb u
li jgati kont skond il-liqi;

Illi huwa reeva l-kont ghall-klass ta' servigi hawn
annera u markat "Dok.D";

Illi huwa jgaf li dawn is-servigi gaw verament
prestat:

Ghalhekk huwa jitlob bir-rispett lil din il-Qorti
li joghgobha tawtorizzak ibiegh tant mill-beni ta' l-inter-
detta Carmela Xuereb kemm ikollu b'zonn biex ikallac ta' dawn
is-servigi jew jipoteki l-beni taghha ghall-ammont dovut.

(Ft) P.L. Marcel Mizzi.

Illum 7 ta' Lulju, 1972.

Ipprezentat minn P.L. Marcel Mizzi b' Dok. "D".

(Ft) J. Cefai, Agat. Registratur
ghar-Registatur.

NOTARY TO GOVERNMENT
Victoria Gozo

Qorti.....

873.

Qorti ta' Ghawdex
Giurisdizzjoni Volontarja.

Magistat Dr. S. Borg Cardona B.A.LL.D.

Wara r-rikors Nru.49/1970

ta'

Ludovina Xuereb.



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GC

DEPART

Il-Qorti,

Rat ir-rikors u d-dokumenti ezibiti;

Tilqa t-talba u tawtorizza lir-rikorrent ibiegħ il-
propjeta tal-interdatta Carmela Xuereb ta' biex jinqasfa
l-kreditu ta' Ludovina Xuereb. Mhalla l-fatt li din il-
propjeta' hija kollha indiviza bejn Carmela u Ludovina
Xuereb, tezenta lir-rikorrent milli jgħmel stimi.

Illum 13 ta' Lulju, 1972.

(Ft) S. Borg Cardona
Magistat.

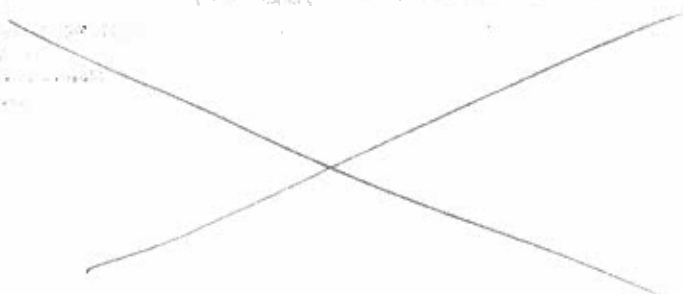
" Paul G. Zammit
għar-Registatur.

Kopja vera

Asst. Registratur.
għar-Registatur.

*Dovina Xuereb
Sab-otaru Vilh.
Joseph Borg
Marsaxlokk
Marsaxlokk*

NOTARY TO GOVERNMENT
Victoria Gozo



Received from ...
...
... a deed executed in ...
...
...

P. G. & O. Ltd.



Ilum is-sitta u ghoxrin (26) ta' Marzu tal-elf disa' mija u disghin (1990) fid-diagha ta' filghodi (9.00a.m.)

Quddiem Nutar Dottor Paul George Pisani u quddiem ix-xrieda hawn taht iffirmati mirni maghrufa u li ghandhom il-kwalitajiet kollha li trid il-Ligi dehru personalment u identifika ruhhom bid-dokumenti hawn taht indikati:-

Joseph Borg, pensjonant, bin il-mejtin Vincent Borg u Georgia nee' Attard, imdalel Victoria, Għawdex u martu Maria Rosa Borg, bint il-mejtin Pupill Vella u Maria nee' Xisreb, imdalel l-Munxar, Għawdex u t-tnejn joqghodi l-Munxar, Għawdex (Karta ta' Identita' numru: 54426(G) u 27535(G) rispettivament.

Mirni Nutar maghrufa wara d-debita cerzjorazzjoni tad-dokumenti fuq indikati.

Billi l-komparenti Joseph u Maria Rosa mizzewgin Borg jridu jgħamlu t-testament tagħhom "unica charta" huma gew għal dan it-testament tagħhom li in forza tiegħu jordnaw u jiddisponu dan li gej għal wara mewthom.

L-EWWELE ARTIKOLU

It-testaturi jhassaru u jarrullaw kwalunkwe testiment li setghu għamlu qabel dana tal-lum u jridu u jordnaw li l-wirt tagħhom jigi regolat b'dan it-Testament tal-lum biss.

IT-TIENI ARTIKOLU

It-testaturi jhallu lil xulxin b'titolu ta' legat l-uzufrutt generali tal-beni tagħhom kollha mobbli u immobili, prezenti u futuri u dana bl-esenzjoni mill-obbligu tal-inventarju u tal-prestazzjoni tal-kawzjoni altrimenti rikjesti mill-ligi.

IT-TIELET ARTIKOLU

It-testaturi jezentaw lil uliedhom kollha mill-obbligu tal-kollazzjoni u imputazzjoni ta' dak kollu li setghu rosevew b'titolu gratuitu mingħand it-testaturi matul hajjithom.

IR-RABA' ARTIKOLU

It-testaturi jhallu b'titolu ta' prelegat a favor ta' binthom Mary Rose Borg, xebba,

Dr. Paul George Pisani

il-lok ta' djar tal-abitazzjoni tagħhom fin-nomru 1152a
(3) Muxar Street, Muxar, Għawdex u dani bħala bħala
ta' diversi servigi, kura u assistenzi ta' għajra prestatu
minha sal-gurnata tal-lum u ta' dawk li ser tipprestalhom
fil-futur u bl-obbligu li tilqa' u lizzom fl-istess
dar dawk minn hutha li jkunu għadhom celibi u sakemm
jibqgħu fl-imsemmi stat ta' celibat.

u IL-HAMES ARTIKOLU Sal-Salv kif fuq iddispost,
it-testaturi jinnominaw u jistitwixxu bħala eredi
universali tal-beni tagħhom kollha mobbli u immobili,
prezenti u futuri lil hames (5) uliedhom u cioè: George;
Emanuel; Pullu; Vincent u Mary Rose, xebba, ahwa Borg,
fi kwoti ugwali u indivizi bejniethom u bid-dritt
tas-sostituzzjoni volgari tar-rispettivi wliedhom f'kas
ta' premorienza għat-testaturi u bid-dritt
tal-akkrexximent fin-ruqqas.

IS-SITT ARTIKOLU

It-testaturi jagħtu l-fakolta'
lit-testatur superstiti li jkun jista' jimmodifika
il-prezenti disposizzjonijiet testamentarji għal dak
li jirrigwarda hwejgħu mingħajr sa jinkorri l-penalitajiet
stabbiliti mil-ligi.

Dan it-testament gie magħmul,
moqri u ippubblikat wara d-debita cerzjorazzjoni,
f'Għawdex, Victoria, Main Gate Street, numru erbghin
ittra "C" (40C) quddiem ix-xhieda Joseph Agius,
pensjonant, bin il-mejjet Francesco, joqghod Victoria,
Għawdex u Simone Camilleri, xebba, bint Victor Camilleri,
toqghod Fontana, Victoria, Għawdex

It-testatrici Maria Rosa Borg
tiddikjara li ma tafx tikteb isinha.

- (fti.) Joseph Borg
 - " Jos. Agius
 - " S. Camilleri
 - " Paul George Pisani
- Nutar Pubbliku Malta

Joseph Borg

VERA KOPJA MA...
LIT-TESTATUR/1
ILLUM 20/4/1990
NOT. PAUL GEORGE PISANI

UU0861

The twenty sixth (26th) of
June two thousand and
five (2002)

Before me Notary Mariosa Grech, a Notary Public
duly admitted and sworn have personally come and appeared:

Of the one part Laurence sive Laurie Scicluna, Bank
Manager, son of John and of Grace nee' Attard, born in and
residing at Victoria, Gozo, identity card number 41057(G), as
assisted by Doctor of Laws Advocate Michael Grech, son of
Spiridione and of Maria nee' Galea, born in and residing at
Victoria, Gozo, identity card number 50758(G), as duly authorised
to represent APS Bank Limited - hereinafter referred to as "the
Bank";

Of the other part Joseph Camilleri, a government
employee, son of George and of Nazzarena nee' Attard, born in
Victoria, Gozo and his wife Mary Rose Camilleri, daughter of the
late Joseph Borg and of Maria Rosa nee' Vella, born in Munxar,
Gozo and both residing at number three (3) "Saint Valentino" in
Triq Munxar, Munxar, Gozo, identity card numbers 27870(G) and
4675(G) respectively - hereinafter jointly and in solidum between
them referred to as "the Customers" and/or "the Borrowers"
and/or "the Purchasers" as the case may be.

Appearers are known to me said Notary.

Whereas the customers have requested the Bank to
grant them on loan the sum of fifteen thousand Maltese Liri
(Lm15,000) hereinafter called "the loan" to be used to acquire one
half (1/2) undivided share of the property which they use as their
residence at Munxar, Gozo, described hereunder being purchased
by the Customers in virtue of the second part of this deed;

And whereas the Bank has acceded to the request of
the Customers subject to the limitations and conditions set out
hereunder;

Now therefore in virtue of this deed the Bank declares
to accede and hereby accedes to grant on loan to the Customers,
who accept, the sum of fifteen thousand Maltese Liri (Lm15,000)
withdrawable in one amount or in several amounts at the Bank's
sole discretion;

It is agreed that the loan shall bear interests at rates
not exceeding the maximum rate allowed by law, this interest shall
be reckoned on the amount due for balance of loan by the
Customers from time to time according to recognized banking
practice, the said rate of interest to be fixed by the Bank in its sole
discretion from time to time.

Number 104

LOAN AND SALE

Enrolled

1401/2002

15-07-02

Hypothec

908/2002

(loan)

909/2002

NOTARY TO GOVERNMENT
Victoria Gozo

000862

The Bank reserves unto itself the right to lay down such conditions as it considers necessary, both in respect of the security requested as well as for the repayment of the loan over a period, which conditions have been notified in writing to the Customers subject to the overriding condition that the outstanding balance of loan and interests accrued shall be repayable on demand, a simple request in writing to be deemed good and sufficient notice for this purpose;

In warranty of the proper observance of the conditions of this deed and in particular of the payment of the loan and the payment of interests accruing thereon, as well as charges and disbursements made by the Bank, the Customers hereby constitute in favour of the Bank which accepts, a general hypothec over all the Customers' property in general present and future as well as a special hypothec over the whole of the property situated at Munxar, Gozo which is better described hereunder and which is being purchased by Customers later on on this same deed;


The Customers undertake to give to the Bank full details and all information relating to their business and respective financial position as may be requested by the Bank from time to time, and to accord to the Bank every facility for the verification thereof.

All fees and expenses in connection with this deed are to be borne by the Customers who further undertake to refund to the Bank all expenses including legal fees made for bringing up to date from time to time the searches into the Customers' liabilities and transfers and also for maintaining all the Bank securities in good order to the satisfaction of the Bank at its sole discretion. The searches into the Customers' liabilities and transfers are and shall remain property of the Bank;

The Customers further undertake at the Bank's request to insure the said property above described against all normal risks with a reputable insurance company and to have the Bank's interest noted on the relative insurance policies. Moreover the Customers authorize the Bank to effect any insurance on said property it deems fit at the Customers' expense.

Finally it is hereby declared that the property above described falls in a Compulsory Land Registration Area.

There also appears on this deed Maria Rosa sive Rose Borg widow of Joseph Borg, daughter of the late Publius Vella and of the late Maria nee' Xuereb, born in and residing at Munxar, Gozo, identity card number 27535(G) – hereinafter referred to as "the seller";



NOTARY TO GOVERNMENT
Victoria Gozo

000863

In virtue of the second part of this deed, the seller is hereby selling, transferring and conveying unto the purchasers who jointly and in solidum between them with the same title accept, purchase and acquire one half (1/2) undivided share of the house and garage annexed thereto, the whole numbered three (3) and named "Saint Valentino" in Triq Munxar, Munxar, Gozo, with all its overlying airspace, free and unencumbered, with immediate vacant possession and enjoying all its rights and appurtenances;

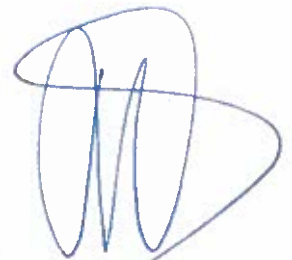
This sale is being made and accepted under the following terms and conditions:

1) For the price of eighteen thousand Maltese Liri (Lm18,000) out of which sum the Bank as delegated by the Customers earlier on on this same deed is paying hereon to the seller who accepts the sum of fifteen thousand Maltese Liri (Lm15,000) while the sum of three thousand Maltese Liri (Lm3,000) has already been paid by purchasers to the seller prior to this deed and the seller accepts and furnishes due receipt for the total amount of eighteen thousand Maltese Liri (Lm18,000) hereon in full and final settlement.

2) The Bank reserves in its favour the special hypothec over the same property and the general hypothec over all the property, in general present and future of the Customers;

3) The seller guarantees the peaceful possession and real enjoyment of the property hereby sold, and for this purpose hereby hypothecates all her property in general present and future, in favour of the purchasers who accept.

For the purposes of the Duty on Documents and Transfers Act (Act Seventeen) of the year one thousand nine hundred and ninety three (1993) it is hereby being declared that the whole of the property above described was acquired by onerous title by Joseph Borg during his marriage by a deed published by Notary Doctor Giuseppi Cauchi on the twenty eighth (28th) of August one thousand nine hundred and seventy two (1972). Said Joseph Borg died on the twenty seventh (27th) of November two thousand and one (2001). He regulated his succession by a will published by Notary Doctor Paul George Pisani on the twenty sixth (26th) of March one thousand nine hundred and ninety (1990) whereby he left by title of legacy to his daughter Mary Rose Camilleri (then spinster Borg) his share of the immovable property above described. The other one half (1/2) undivided share which was transferred hereon belonged to the seller Maria Rosa sive Rose Borg and was acquired by a deed published by Notary Doctor Giuseppi Cauchi on the twenty eighth (28th) of August one thousand nine hundred and seventy two (1972).



NOTARY TO GOVERNMENT
Victoria Gozo

UU0864

For the purposes of the Duty on Documents and Transfers Act, that is Act Seventeen (XVII) of the year one thousand nine hundred and ninety three (1993) it is hereby declared by the spouses Borg, after that I the undersigned Notary have informed them of the importance of the veracity of their declaration, that the duty on this deed amounts to seven hundred and fifty Maltese Liri (Lm750) and this since they declare that they will use ~~the~~ said property as their first and ordinary residence;

For the purposes of Act Eighteen (XVIII) of the year one thousand nine hundred and ninety three (1993), no Provisional Capital Gains Tax is being kept on this deed since the ⁽²⁾ purchaser declares, after that I the undersigned Notary have informed her of the importance of the veracity of her declaration, that she is selling her share of the property which she has used as her ordinary residence for more than the past three (3) years.

Appearer Maria Rosa sive Rose Borg declares that she does not know how to write and therefore this deed is being witnessed by Louaine Farrugia wife of Renzo, daughter of Gregory Spiteri, residing at Saint Laurence Gozo and Josianne Vella wife of Bernard, daughter of Francis Sammut Cardona, residing at Kerzem, Gozo

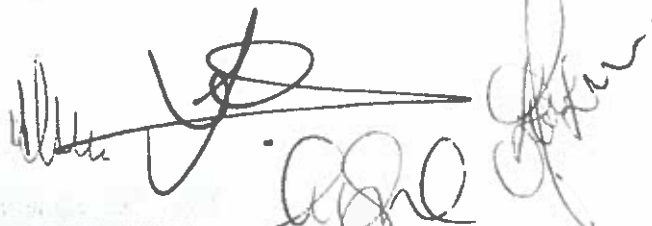
Done, read and published after due explanation by me of the import hereof to appearers hereto at number ten (10) Main Gate Street, Victoria, Gozo.

(1) words added "as well as all rights of usufruct pertaining to the seller over the other undivided half of the same property"

(2) one word cancelled and substituted by 'seller'.



M^{rs} Rose Cam, Her,
Maria Rosa
her + mark
Borg



NOTARY TO GOVERNMENT
Victoria Gozo

Notary Public Malta

395

*The sixteenth (16th) of
April two thousand
and seven (2007)*

Number 51

LOAN

Hypothec
803/2007

Before me Notary Mariosa Grech, a Notary Public duly admitted and sworn have personally come and appeared after having verified their identity:-

Of the first party ^D Jack Thewma, Bank Manager, son of the late George and of Maria nee' Attard, born in Victoria, Gozo and residing at Fontana, Gozo, identity card number 68354(G) who is appearing hereon for and on behalf of "Bank of Valletta p.l.c." as duly authorised - hereinafter referred to as "the Bank";

Of the other part Joseph Camilleri, a government employee, son of George and of Nazzarena nee' Attard, born in Victoria, Gozo and his wife Mary Rose Camilleri, daughter of the late Joseph Borg and of Maria Rosa nee' Vella, born in Munxar, Gozo and both residing at number three (3) "Saint Valentino" in Triq Munxar, Munxar, Gozo, identity card numbers 27870(G) and 4675(G) respectively - hereinafter jointly and in solidum between them referred to as "the Customers" and/or "the Borrowers" as the case may be;

Whereas the Customers have requested the Bank to grant them on loan the sum of thirty two thousand and two hundred Maltese Liri (Lm32,200) hereinafter called "The Loan" which amount is to be used by the Customers for their personal business commitments offering as security a general hypothec on all their property present and future and a special hypothec over the property described later on on this deed;

And whereas the Bank has acceded to the request of the Customers subject to the limitations and conditions set out hereunder;

Now therefore in virtue of this deed the Bank declares to accede and hereby accedes to grant on loan to the Customers, who accept, the total sum of thirty two thousand and two hundred Maltese Liri (Lm32,200) withdrawable in one amount or in several amounts at the Bank's sole discretion, provided that the total drawings do not and shall at no time exceed the sum of thirty two thousand and two hundred Maltese Liri (Lm32,200);

In warranty of the proper observance of the conditions of this deed and in particular of the repayment of the loan and the payment of interest accruing thereon, the Customers hereby grant in favour of the Bank, which accepts, a General Hypothec on all their property in general, present and future, over and above a Special Hypothec over the house and two garages annexed thereto, the whole numbered three (3) and named "Saint

NOTARY TO GOVERNMENT
Victoria Gozo

Valentino" in Triq Professur Guze' Aquilina, Munxar, Gozo, free and unencumbered. Said house has its facade overlooking Triq Professur Guze' Aquilina while the ~~gates~~ are overlooking Triq il-Madonna tal-Karmnu, Munxar, Gozo.

The whole of the property above described was acquired by onerous title by Joseph Borg during his marriage by a deed published by Notary Doctor Giuseppi Cauchi on the twenty eighth (28th) of August one thousand nine hundred and seventy two (1972). Said Joseph Borg died on the twenty seventh (27th) of November two thousand and one (2001). He regulated his succession by a will published by Notary Doctor Paul George Pisani on the twenty sixth (26th) of March one thousand nine hundred and ninety (1990) whereby he left by title of legacy to his daughter Mary Rose Camilleri (then spinster Borg) his share of the immovable property above described. The other one half (1/2) undivided share belonged to Maria Rosa sive Rose Borg (wife of Joseph Borg) and was acquired by a deed published by Notary Doctor Giuseppi Cauchi on the twenty eighth (28th) of August one thousand nine hundred and seventy two (1972). By a deed in my records of the twenty sixth (26th) of June two thousand and two (2002) said Maria Rosa sive Rose Borg sold this one half undivided share to Joseph and Mary Rose ~~houses~~ Camilleri.

It is agreed that the loan shall bear interest at the rate stipulated in the sanction letter. The said interest is to be reckoned on the outstanding balance of loan from time to time, in accordance with recognised banking practice.

Any adjustment to the repayment of the loan, due to any variation in the interest rate may be accomodated at the discretion of the Bank by way of:

- (a) an adjustment to the amount of the regular repayments during the period of the loan; or
- (b) an adjustment to the number of repayments within the period of loan; or
- (c) an adjustment in the amount of the final repayment. If no such adjustment is made, repayments will continue until the loan together with interest is repaid notwithstanding that this may alter the period already envisaged.

Unless otherwise agreed, the loan shall be repaid as to the loan amounting to eighteen thousand and two hundred Maltese Liri (Lm18,200) over a period of ten (10) years and the loan amounting to the sum of fourteen thousand Maltese Liri (Lm14,000) repayable over twenty nine years or any extension thereof.

The Bank and the Customers agree that if any one of the conditions listed in the schedule annexed hereto and marked

NOTARY TO GOVERNMENT
Victoria Gozo

"X", which forms an integral part of this deed, occurs, then, or at any time thereafter, the Bank may, by notice to the Customers, declare the loan to be immediately due and payable, whereupon it shall become so due and payable together with accrued interest thereon and any other amounts then payable under this deed.

The terms and conditions regulating the loan (including the term, the interest rate, fees and charges) may be laid down or amended by the Bank from time to time:

- a) in the event of changes in market conditions or in banking practice;
- b) in the event of changes in costs to the Bank;
- c) if the Customers are in breach of the Agreement or are otherwise in default;
- d) in the event of changes in the law and/or a decision or recommendation of a court, regulator or similar body;
- e) in the event of the introduction of new or improved products, systems, methods of operation, technology, alternative delivery channels, services or facilities;
- f) in the case of a merger with or take over of the business of another bank or organisation offering similar services;
- g) if any event occurs or circumstance arises which may reasonably affect the performance by the Customers of all or any of the obligations under this Agreement;

The Bank will give the Customers reasonable notice of any such amendment.

Furthermore the Customers and the Bank agree as follows:

(1) All fees and expenses in connection with this deed are to be borne by the Customers who further undertake to refund to the Bank all expenses, including legal fees and administrative charges made for bringing up to date from time to time the searches into the Customers' liabilities and transfers, and also for maintaining all the Bank securities in good order to the satisfaction of the Bank at its sole discretion. In addition, the Customers delegate the Bank to pay the Notary on the Notary's first demand an amount representing Notarial fees and registration expenses relative to this deed and the Bank is hereby authorized to debit the Customers' account/s with the Bank with such fees and expenses



NOTARY TO GOVERNMENT
Victoria Gozo

and it shall not be incumbent upon the Bank to verify whether any demand by the Notary is justified.

(2) The Bank shall retain in its possession the searches into the Customers' liabilities and transfers until the Loan is paid in full;

(3) If so requested by the Bank, the Customers undertake to insure the hereunder described property against all normal risks with a reputable insurance company and to have the Bank's interests noted on the relative insurance policies. Furthermore, the Customers authorize the Bank to effect all such insurances on their property it deems appropriate at the Customers' sole expense.

(4) The customers undertake to give the Bank full details and all information relating to their financial position as requested by the Bank from time to time and to accord to the Bank every facility for the verification thereof.

(5) The Customers undertake in favour of the Bank which accepts:

a) Not to give without the Bank's prior written consent any further hypothecs/charges over the said immovable even if these rank after the hypothecs/charges to be registered in favour of the Bank in virtue of this deed; and

b) not to let, part with or allow third parties to use the said immovable under any title whatsoever, without the Bank's prior written consent;

(6) The undersigned Notary declares after having duly verified at the Land Registry Department that the immovable property above hypothecated is situated within a Land Registry Area and is the object of Land Registry Application numbered one thousand two hundred and forty three of the year two thousand and six (LR-A(G) 1243/2006);

The Customers authorize the Bank to apply to the Land registrar for the registration of the immovable and the registration of the charge constituted in virtue of this deed should the immovable or the charge become registrable in the Land Registry.

(7) The Customers acknowledge that the Bank has obtained legal advice on the title of the property hypothecated on this deed, for the purpose of carrying out its own risk assessment of the lending. The Customers declare that they are not relying on the Bank's decision to lend as proof that there is good title of the property being hypothecated;

NOTARY TO GOVERNMENT
Victoria Gozo

(8) The conditions of this deed shall be governed and construed in accordance with Maltese Law and the Maltese Courts shall have non-exclusive jurisdiction over any dispute arising herefrom.

Done, read and published after due explanation by me of the import hereof to appearers hereto at Gozo, Victoria, Republic Street, Number one hundred and two (102).

(1) twenty six words five numbers and one letter cancelled and substituted by James Pace, Bank Manager, son of Michael and of Maria née Berg. born in Attard, Malta and residing at Nadu Gozo, identity card number 181671(M)
 (2) one word cancelled and substituted by "spouses"
 (3) one word cancelled and substituted by "gougers"
 It' Rose Camilleri




Notary Public Malta.



NOTARY TO GOVERNMENT
 Victoria Gozo

EVENTS OF DEFAULT



Bank of Valletta p.l.c.

There shall be an event of default if :

- a) the Customer* fails to pay any sum whether of principal, interest, fees or charges, due from it at the time and in the manner stipulated in the document/s regulating the Loan; or
- b) the Customer commits any breach of or omits to observe any obligations and undertakings expressed to be assumed by it in the document/s regulating the Loan; or
- c) any representation or warranty made or deemed to be made, or repeated by or in respect of the Customer, is or proves to have been, incorrect in any material respect; or
- d) any indebtedness of the Customer is not paid when due or becomes due and payable, or any creditor of the Customer becomes entitled to declare any such indebtedness due and payable prior to the date when it would otherwise have become due or any guarantee or indemnity of the Customer in respect of indebtedness is not honoured when due and called upon; or
- e) any consent, authorisation, licence or approval of, or registration with, or declaration to, governmental or public bodies or authorities, or courts, required by the Customer in connection with, or pursuant to, the execution, delivery, validity, enforceability or admissibility in evidence of the document/s regulating the Loan or the performance by the Customer of its obligations in the document/s regulating the Loan, is modified, or is not granted, or is revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect; or
- f) a creditor attaches or takes possession of, by way of execution, sequestration or other process is levied or enforced upon or sued out against, any of the undertakings, assets, rights or revenues of the Customer; and is not discharged within seven (7) days; or
- g) the Customer suspends payment of its debts, or is unable, or admits inability to pay its debts as they fall due, or commences negotiations with one or more of its creditors with a view to the general readjustment or rescheduling of all or part of its indebtedness, or proposes, or enters into any composition or other arrangement for the benefit of its creditors generally or as a class of creditors, or proceedings are commenced in relation to the Customer under any law, regulation or procedure relating to the reconstruction of debts; or
- h) the Customer takes any action or any legal proceedings are started or other steps taken for :
 - (i) the Customer to be adjudicated or found bankrupt or insolvent; or
 - (ii) the winding up or dissolution of the Customer; or
 - (iii) the appointment of a liquidator, curator, administrator or similar officer of the Customer; or
- i) the Customer suspends or ceases or threatens to suspend or cease to carry on its business; or
- j) all or a material part of the undertakings, assets, rights, or revenues of, or shares, or other ownership interests in, the Customer are seized, nationalised, expropriated or compulsorily acquired by, or under the authority of any government; or
- k) it becomes unlawful at any time for the Customer to perform all or any of its obligations in the document/s regulating the Loan; or
- l) the Customer repudiates, or does, or causes, or permits to be done, any act or thing evidencing an intention to repudiate the document/s regulating the Loan or
- m) there occurs in the opinion of the Bank, a material adverse change in the financial condition of the Customer; or
- n) any other event occurs or circumstance arises which, in the opinion of the Bank, is likely, materially and adversely to effect the ability of the Customer to perform all or any of its obligations under or otherwise comply with the terms of the document/s regulating the Loan.

NOTARY TO GOVERNMENT
Victoria Gozo

*Wherever the word 'Customer' appears herein, this shall include the surety, if applicable.

M^{re} Rose Camilleri

 Registration Number: C 2833
 Registered Office : BOV Centre, High Street, Sliema SL11 16 - Malta

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*The sixteenth (16th) of
April two thousand and
seven (2007)*

Before me Notary Mariosa Grech, a Notary Public duly admitted and sworn have personally come and appeared after having verified their identity:-

Of the one part Pack Thewma, Bank Manager, son of the late George and of the late Maria nee Attard, born in Victoria, Gozo and residing at Fontana, Gozo, identity card number 68354(G) who is appearing hereon for and on behalf of "Bank of Valletta p.l.c." - as duly authorized - hereinafter referred to as "the Bank";

Of the other part Joseph Camilleri, a government employee, son of George and of Nazzarena nee' Attard, born in Victoria, Gozo and his wife Mary Rose Camilleri, daughter of the late Joseph Borg and of Maria Rosa nee' Vella, born in Munxar, Gozo and both residing at number three (3) "Saint Valentino" in Triq Munxar, Munxar, Gozo, identity card numbers 27870(G) and 4675(G) respectively - hereinafter jointly and in solidum between them referred to as "the Customers" and/or "the Borrowers" as the case may be;

Appearers are known to me said Notary;

Whereas the Customers have a current account with the Bank;

And whereas the Customers have requested the Bank to allow them to overdraw its account and to grant them such other banking facilities including as guarantor facilities as they may require for their business commitments, to be used as working capital requirements in connection with customers' ice manufacturing business, offering as security a General Hypothec over all their property in general, present and future and a special hypothec over the property described later on on this deed;

And whereas the Bank has acceded to the request of the Customers subject however to the limitations and conditions set out hereunder;

Now therefore in virtue of this deed the Bank declares to accede and hereby accedes to allow the Customers, who accept, to further overdraw their account and to grant them such other banking facilities as they may require - including as guarantor facilities - provided that the total indebtedness actual or contingent of the Company towards the Bank shall at no time exceed the global sum of five thousand Maltese Liri (Lm5,000).

Number 52

OVERDRAFT

Hypothec

804/2007

NOTARY TO GOVERNMENT
Victoria Gozo

It is agreed that the indication of the sum of five thousand Maltese Liri (Lm5,000) as a global limit shall not imply any obligation on the part of the Bank to allow the Customers to overdraw their account to such a figure nor any right of the Customers to Banking facilities up to that amount, it being understood that the total amount up to which the Customers may become indebted to the Bank actual or contingent shall at all times be at the absolute discretion of the Bank;

Interest at rates not exceeding the maximum rate allowed by law shall be due by the Customers on daily debit balances in accordance with recognised banking practice, the said rate of interest to be fixed by the Bank in its sole discretion from time to time.

It is agreed that the Bank shall be entitled in its absolute discretion to call at any time upon the Customers to settle their indebtedness to the Bank and to pay the balance due in the Customers' current account – a simple request in writing to be deemed good and sufficient notice for the Customers to implement their engagements forthwith;

In warranty of the proper observance of the conditions of this deed and in particular of the repayment of the loan and the payment of interest accruing thereon, the Customers hereby grant in favour of the Bank, which accepts, a General Hypothec on all their property in general, present and future, over and above a Special Hypothec over the house and two garages annexed thereto, the whole numbered three (3) and named "Saint Valentino" in Triq Professur Guze' Aquilina, Munxar, Gozo, free and unencumbered. Said house has its facade overlooking Triq Professur Guze' Aquilina while the ~~garages~~ are overlooking Triq il-Madonna tal-Karmnu, Munxar, Gozo.

The whole of the property above described was acquired by onerous title by Joseph Borg during his marriage by a deed published by Notary Doctor Giuseppi Cauchi on the twenty eighth (28th) of August one thousand nine hundred and seventy two (1972). Said Joseph Borg died on the twenty seventh (27th) of November two thousand and one (2001). He regulated his succession by a will published by Notary Doctor Paul George Pisani on the twenty sixth (26th) of March one thousand nine hundred and ninety (1990) whereby he left by title of legacy to his daughter Mary Rose Camilleri (then spinster Borg) his share of the immovable property above described. The other one half (1/2) undivided share belonged to Maria Rosa sive Rose Borg (wife of Joseph Borg) and was acquired by a deed published by Notary Doctor Giuseppi Cauchi on the twenty eighth (28th) of August one thousand nine hundred and seventy two (1972). By a deed in



NOTARY TO GOVERNMENT
Victoria Gozo

my records of the twenty sixth (26th) of June two thousand and two (2002) said Maria Rosa sive Rose Borg sold this one half undivided share to Joseph and Mary Rose spouses Camilleri.

The customers undertake in favour of the Bank which accepts:

1) Not to give without the Bank's prior written consent any further hypothecs/charges over the above described immovable property even if these rank after the hypothecs/charges to be registered in favour of the Bank in virtue of this deed; and

2) not to let, part with or allow third parties to use the said immovable under any title whatsoever, without the Bank's prior written consent;

The engagements of the Customers on this deed are and shall be continuing ones and shall remain in force for all the time that the Customers shall have an account or accounts with the Bank and until the aforesaid hypothecs are cancelled notwithstanding that such account or accounts shall have been in credit or dormant for any length of time.

Customers further undertake to give to the Bank full details and all information relating to their respective business and financial position as requested by the Bank from time to time and to accord to the Bank every facility for the verification thereof if so requested by the Bank;

Further, the Customers undertake at the Bank's request to insure the above described property against all normal risks with a reputable insurance company and to have the Bank's interests noted on the relative insurance policies. Further, the Customers authorize the Bank to effect all such insurances on their property it deems appropriate at the Customers' expense.

All fees and expenses in connection with this deed are to be borne by the Customers who further undertake to refund to the Bank all expenses including legal fees and administrative charges made for bringing up to date from time to time the researches into the Customers' liabilities and transfers, and also for maintaining all the Bank securities in good order to the satisfaction of the Bank at its sole discretion.

The searches into the Customers' liabilities and transfers are and shall remain the property of the Bank, and the Bank reserves the right in its discretion to update the searches of the Customers from time to time to ensure full compliance by Customers with the conditions of this deed.

NOTARY TO GOVERNMENT
Victoria Gozo

The customers authorize the Bank to apply to the land registrar for the registration of the above described immovable property and for the registration of the charge constituted in virtue of this deed should the immovable become registrable in the Land Registry;

Finally it is hereby declared that the property above described falls in a Compulsory Land Registration Area and is the object of Land Registry Application numbered one thousand two hundred and forty three of the year two thousand and six (LR-A(G) 1243/2006);

Done, read and published after due explanation by me of the import hereof to appearers hereto at Gozo, Victoria, Republic Street, at the Bank of Valletta Branch, Number one hundred and two (102).

① twenty eight words and five numbers and one letter cancelled and substituted by "James Pace, Bank Manager, son of Michael and of Maria née Berg. born in Attard, Malta and residing at Nadur, Gozo. identity card number 181671(M)" ② one word cancelled and substituted by "garages"

Mr. Rose Camilleri

Notary Public Malta.

NOTARY TO GOVERNMENT
Victoria Gozo

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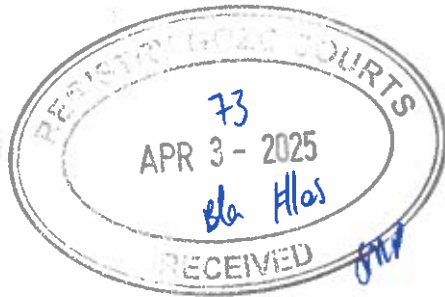


H. uiliditru p'urub u hif uilap

Il-Qorti tal-Maġistrati – Ghawdex

Magistrat Dr. Brigitte Sultana LL.D

Fl-atti tas-subbasta numru 2/2023 (BS):



Bank of Valletta plc.

Vs.

Joseph Camilleri et.

Rapport tal-Perit Shawn Micallef.

Relazzjoni tal-Perit Tekniku

Shawn Micallef B.E.&A.(Hons) A &.C.E.

A - No.5, Mgarr Rd, Nadur, Gozo

T - 00356 2155 2545, 2155 6900

M - 00356 9946 4285

E - micallef.shawn@gmail.com

Nomina tal-Perit Tekniku

Fis 16 ta' Jannar 2025, għogobha tinnomina lill-esponent bħala Perit tekniku sabiex jagħmel *deskrizzjoni u stima tal-fond* indikat fir-rikors promotur u *tifsira tal-pizijiet, kirjiet u jeddijiet ohra* sew reali kemm personali, li għalihom dan il-fond ikun suggett, kif ukoll *l-ahhar trasferiment tieghu* skond l-informazzjoni li tkun ittiehdet mill-partijiet liema deskrizzjoni għandu ikun fija li gej:

- a. Indikazzjoni tas-sit u l-gholi tal-fond li hu suggett għall-bejgh bl-irkant fil-Qorti;
- b. Pjanta jew skizz li jur l-ghad ta' kmamar li jiffurmaw il-fond u d-daqs tagħhom;
- c. Rapport dwar jekk il-fond giex mibni skond il-permessi tal-bini u regoli sanitarji;
- d. Kopja tal-att tal-akkwist; u
- e. Dikjarazzjoni dwar jekk il-fond hu abitat jew okkupa minn terzi, u taht liema titolu hu hekk okkupa.

Provi

Illi mill-inkarigu lilu moghti, nhar is-16 ta' Jannar 2025, l-Esponent Perit Tekniku ghadha sabiex jivverifika l-permessi approvati u kif ukoll avvizi ta' infurzar li hemm fuq il-fondi in-kwistjoni. Minn dawn il-verifiki hareg li gej:

- Illi parti mill-fond in-kwistjoni inbena qabel l-1968. Dan jista' jigi ikkonfermat minn 1968 survey sheet li qieghda tigi annessa ma dan ir-rapport u indikata bhala DOKSM01;
- Illi kif jidher mis-sit ufficjali ta' L-Awtorita' ta L-Ippjanar kienet giet sottomessa applikazzjoni PA/01772/99 ma' l-istess Awtorita' sabiex isiru alterazzjonijiet lill-istruttura ezistenti liema applikazzjoni kienet giet approvata u li d-dokumenti approvati qieghdin jigu annessi ma' dan l-istess rapport u indikati bhala DOKSM02A , DOKSM02B, DOKSM02C u DOKSM02D;
- Illi fis-sena 2000 kien inhareg avviz ta' infurzar EC/00653/00: *'Ghandek zvilupp mhux skond il-pjanti u d-disinn tal-faccata kif approvati fil-permess PA 1772/99 mahrug fis-16 ta' Novembru 1999 li jikkonsisti f'varjazzjoni fil-posizzjoni u fl-gholi tal-bieb tal-garaxx fuq il-faccata minn kif approvat'.*
- Illi fl-2008 kienet saret applikazzjoni ohra sabiex jigu sanzjonati varjazjonijiet li kien hemm mill-pjanti approvati u kif ukoll sabiex jinbena garaxx ghall-bejgh ta' silg. Ir-referenza tal-permess kienet PA/00022/08 u d-deskrizzjoni ta' din l-istess applikazzjoni kienet: *'To sanction differences, to carry out alterations and to use*

garage for selling ice cubes and related products'. Din l-applikazzjoni giet irtirata mill-Awtorita' ta' l-Ipjanar.

Illi wara li ghamel il-verifiki rigward materja li għanda x'taqsam ma permessi u l-Awtorita' ta' l-Ipjanar, huwa għadda sabiex bagħat in-notifiki lill-partijiet in-kwistjoni sabiex hu ikun jista jacedi fuq il-post sabiex ihejji pjanta hekk kif mitlub mill-istess Qorti. Kopja ta' dawn in-notifiki qieghdin jigu annessi ma dan ir-rapport u indikati bhala DOKSM03A u DOKSM03B.

- L-ewwel access li sar kien fil-25 ta' Jannar 2025 fejn prezenti kien hemm Joseph Camilleri assistit minn Dr. Stellini. Billi hadd mill-parti l-oħra ma deher, l-Esponent hassar l-access. Sadanittant gie infurmat minn Dr. Kristina Friggieri illi minn naha tagħhom ma kellhomx għalfejn jacedu fuq il-post u għalhekk l-Esponent Perit Tekniku rega' talab sabiex isir access iehor nhar l-1 ta' Frar 2025.
- Fl-access ta' l-1 ta' Frar 2025 kien hemm prezenti l-intimati assistiti minn Dr. Stellini li magħhom l-Esponent Perit Tekniku acceda kemm fil-fond bl-isem 'San Valentino', Triq il-profs Guze' Aquilina, Munxar u kif ukoll fil-fond bl-isem 'Neqnieq', Triq il-Madonna tal-Karmnu, Munxar.
- F'dawn l-accessi l-istess Perit hejja skizz tal-fond kif ukoll tal-garaxx ezistenti liema pjanti qieghdin jigu annessi ma' dan ir-rapport u indikati bhala DOKSM04A, DOKSM04B u DOKSM04C.

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Konkluzjonijiet:

- Illi parti minn dan il-fond kien mibni qabel l-1968 u din tigi l-parti li tmiss ma Triq il-Profes Guze' Aquilina, Munxar kif jidher minn DOKSM01. Illi fl-1999 inhareg permess (PA/01772/99 - DOKSM02A , DOKSM02B, DOKSM02C u DOKSM02D) sabiex isiru xi estensjonijiet ma' l-istruttura originali liema permess kien gie approvat. Illi fis-sena 2000 kien inhareg avviz ta' infurzar EC/00653/00 u dan minhabba li l-istruttura li inbniet ma kinitx tirrispetta l-pjanti approvati fil permess PA/01772/99. Ghalkemm wara dan l-avviz ta' infurzar kienet giet sottomessa applikazzjoni PA/00022/08 sabiex jigu issanzjonati il-varjazzjonijiet mill-permess originali din l-applikazzjoni giet irtirata mill-istess Awtorita'. Dawn il-varjazzjonijiet huma evidenti meta wiehed jikkumpara l-permess approvat ma' l-iskizz tal-pjanti ezistenti li hejja l-Esponent Perit Tekniku DOKSM04A, DOKSM04B u DOKSM04C. Fost dawn il-varjazzjonijiet hemm kemm tibdil intern u kif ukoll strutturi mhux koperti b'permess fit-tieni sular ta' l-istess dar.
- Illi id-dar 'San Valentino', Triq il-profs Guze' Aquilina, Munxar, ghalkemm fija diversi varjazzjoniet interni u strutturi bla permess fit-tieni sular ma jidhirx illi hemm ksur ta' ligijiet sanitarji. Fil-fatt jidher illi l-kmamar kollha abitabbli ghandhom id-dawl u l-ventilazzjoni mehtiega kif ukoll l-gholi intern f'kull sular jaccedi il minimu ta' 2.60m;

- L-Esponent Perit Tekniku gabar ukoll kopja tad-dokumenti kollha mill-Arkivju Notarili sabiex jistabbilixi l-att ta' akwist tal-fondi in-kwistjoni. Id-dokumenti li ingabru mill-Arkivju Notarili huma kif gej:
 1. L-att ippublikat minn Dr. Guzeppi Cauchi tat-28 ta' Awissu 1972 (DOKSM05A);
 2. L-Att ippublikat minn Dr. Mariosa Grech tas-26 ta' Gunju 2002 (DOKSM05C);
 3. Ipoteka (Self) tan-Nutar Mariosa Grech tas-16 ta' April 2007 (DOKSM05D);
 4. Ipoteka ('overdraft') tan-Nutar Mariosa Grech tas-16 ta' April 2007 (DOKSM05E).
- Minn naha l-ohra, it-testment ippublikat fl-Atti tan-Nutar Dr. Paul George Pisani tas-26 ta' Marzu 1990 gie mitlub lill-partijiet minhabba li ma setax jingabar mill-Arkivji Notarili mill-Esponent Perit Tekniku, liema testment qieghed jigi anness ma' din ir-relazzjoni u indikat bhala DOKSM05B.
- L-Esponent Perit Tekniku qieghed ukoll jannetti kopja tal-Pjan Lokali (li qieghed jindika bhala DOKSM06) hekk kif mahruga mill-Awtorita' ta' L-Ipjanar li tindika l-gholi permessibli fis-sit in-kwistjoni.

- Illi bhala gholijiet jidher li id-dar 'San Valentino', Triq il-profs Guze' Aquilina, Munxar hija mibnija fuq tlett sulari filwaqt li l-garaxx bl-isem 'Neqnieq', Triq il-Madonna tal-Karmnu, Munxar huwa mibni fuq sular. Mill-accessi li saru jidher illi dawn iz-zewg propjetajiet originarjament kienu fond wiehed izda fil-prezent kif jidher fuq l-iskizz li hejja l-Esponent Perit Tekniku l-accessi bejn il-garaxx u id-dar huma maghluqa. L-Esponent Perit Tekniku qiegħed ukoll jannetti ritratti tal-faccati kemm minn Triq il-Profes Guze' Aquilina (DOKSM07A) u kif ukoll minn Triq il-Madonna tal-Karmnu (DOKSM07B) li qed jigu annessi ma' dan ir-rapport;
- Illi is-sit fih qies globali ta' cirka 215.0 metri kwadri u li l-massimu ta' gholi permessibli skond il-Pjan Lokali mahrug mill-Awtorita' ta' L-Ipjanar huwa ta' zewg sulari.
- Illi mid-dokumenti migbura mill-Arkivju tan-Nutar Publiku l-akwist tal-propjeta' in-kwistjoni huwa kif gej:
 - Il-propjeta' giet akwistata b'titolu minn Joseph Borg fiz-zwieg tieghu minn Att ippublikat minn Nutar Dottor Guzeppi Cauchi tat-28 ta' Awissu 1972 (DOKSM 5A);
 - Joseph Borg miet fis 27 ta' Novembru 2001. Huwa irregola is-succesjoni tieghu b'testment ippublikat fl-Atti tan-Nutar Pisani tas-26 ta' Marzu 1990 (DOKSM 5B) fejn halla b'titolu is-sehem indiviz tieghu mill-propjeta' in-kwistjoni lit-tifla tieghu Mary Rose dak in-nhar Camilleri;

- In-nofs indiviz l-iehor tal-propjeta' in-kwistjoni kien ta' Maria Rosa sive Rose Borg il-mara ta' Joseph Borg. Dan in-nofs indiviz gie akwistat b'Att ippublikat minn nutar Dottor Guzeppi Cauchi tat-28 ta' Awissu 1972 (DOKSM5A);
- Maria Rosa sive Rose Borg imbad bieghet is-sehem indiviz taghha lil Joseph u Mary Rose Camilleri b'kuntratt fl-Atti tan-Nutar Mariosa Grech tas-26 ta' Gunju 2002 (DOKSM5C).
- Illi kif iddikjara Dr. Stellini li qieghed jidher ghall-intimati, Mary Rose Camilleri qieghda tokkupa il-fond 'San Valentino', Triq il-profs Guze' Aquilina, Munxar, filwaqt li il-garaxx 'Neqnieq', Triq il-Madonna tal-Karmnu, Munxar huwa okkupat minn Joseph Camilleri.

Valutazzjoni:

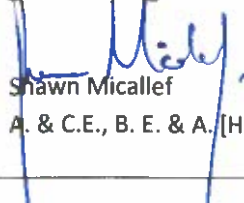
Illi mill-provi li l-Esponent Perit Tekniku gabar u li qieghdin jigu annessi ma dan ir-rapport kif ukoll minn informazzjoni li gabar mill-accessi li huwa ghamel fil-fondi in-kwistjoni huwa wasal ghall-konkluzjonijiet hawn fuq imsemmija.

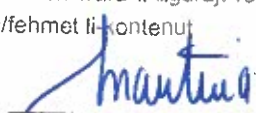
Minn dawn il-konkluzjonijiet, l-Esponent Perit Tekniku jistma' fl-opinjoni tieghu il-fond

'San Valentino', Triq il-Profes Guze' Aquilina, Munxar u il-garaxx 'Neqnieq', Triq il-

Madonna tal-Karmnu, Munxar ghall-valur ta' cirka hames mija u ghoxrin elf ewro

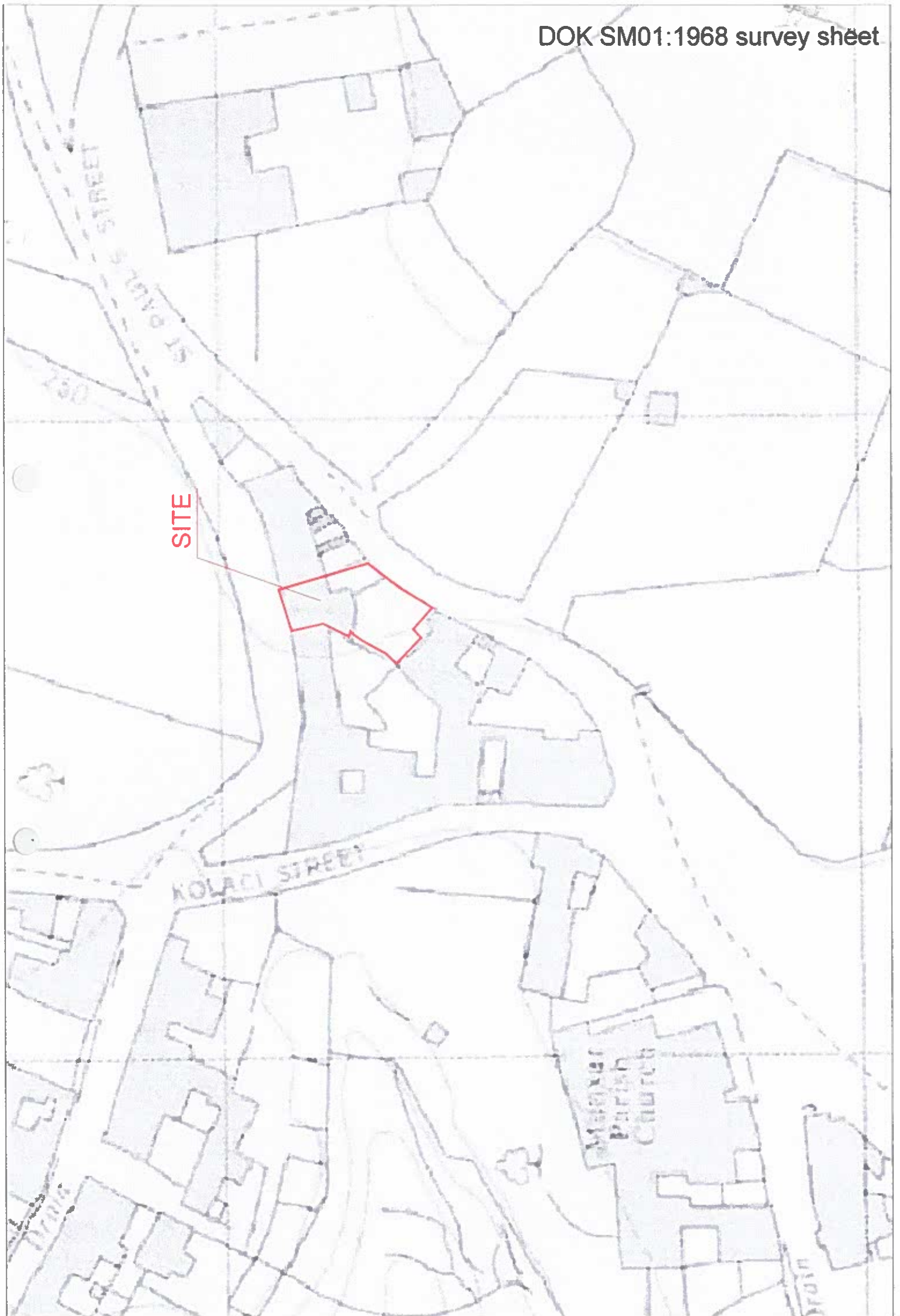
(€520,000).

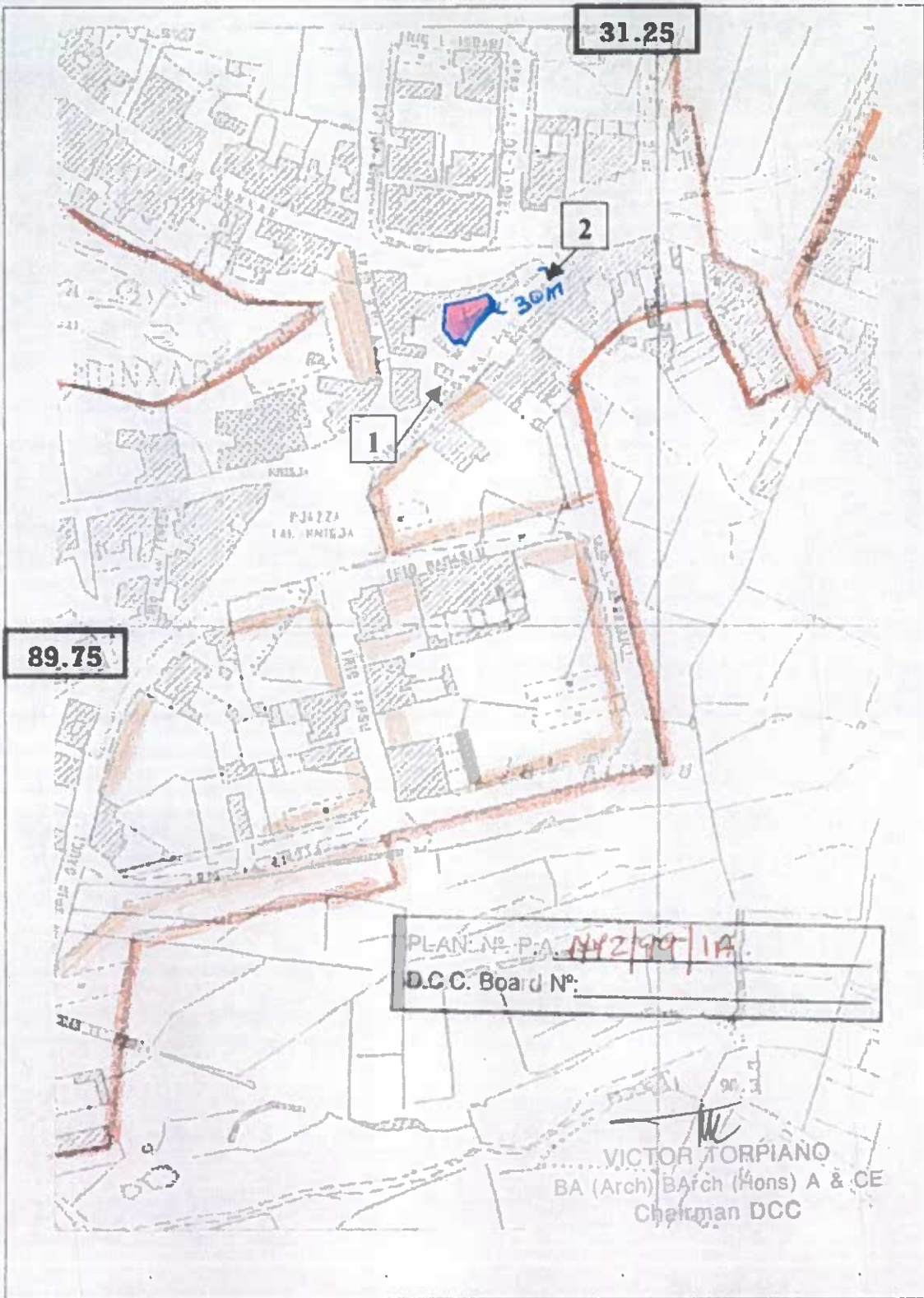

Shawn Micallef
A. & C.E., B. E. & A. [HONS]

03 APR 2025
Illum _____ Iffirmata u mahlufa quddiem fir-Registru tal-Qorti ta' Għawdex wara li zgurajt ruhi li d-deponent/a fenem/fehmet li-kontenut _____  Martina Axlak Deputat Registratur Deputat Registratur Qorti tal-Magistrati (Għawdex)

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1A

<p>Karmenu Borg A. & C.E. Perit u Inġinier Civili 221, Triq San Blas, Nadur, Għawdex. <i>K. Borg</i></p>		<p>Survey Sheet No: 3087 Kuntrada: Triq tal-Karmnu, Lokal: Munxar</p>
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AWTORITÀ TA' L-IPPJANAR
PLANNING AUTHORITY

To: Mr Joe Camilleri
San Valentino
Triq Munxar
Munxar

Date: 16 November, 1999
Our Ref: PA 01772/99

Application Number: PA 01772/99
Application Type: Full development permission
Date Received: 9 April, 1999
Approved
Documents : PA 1772/99/1A and fresh plans 13A and 13B.

Location:
Proposal: To carry out alterations.

**Development Planning Act 1992 Section 33
Full Development Permission**

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

1. The following group of conditions apply to all development:
 - a) All works shall be carried out strictly in accordance with the approved plans. However, where ambiguities or discrepancies arise between the approved plans and the conditions on this decision notice, the conditions shall take precedence over the approved plans.
 - b) Before work begins, the enclosed green copy of the Building Permit must be displayed on site. This must be mounted on a notice board, suitably protected from the weather, and easily legible from the street. The permit must be maintained in good condition until works on site are complete.
 - c) No building material, waste, machinery or plant shall be allowed to obstruct the pavement or the smooth flow of traffic in the vicinity of the site. Deposit of materials or placing of equipment in the street must be authorised by the Police.
 - d) Copies of all approved plans and elevations must be available for inspection on site by Planning Directorate staff at all reasonable times.
 - e) Where applicable, all building works must be in accordance with the official alignment and proposed/existing finished road levels as set out on site by the Planning Directorate's Land Surveyor. The Land Survey Unit of the Planning Directorate must be informed when the setting out of the alignment and levels is required.

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f) Before building operations start, where applicable, the street is to be opened up and brought up to its proper and approved formation levels by the applicant.

g) This development permission is valid for a period of three years from the date of the permission. If, upon the lapse of this three year period, the site has NOT BEEN COMMITTED in accordance with the permit a new application must be submitted to the Planning Authority. If, however, the site has been committed and works HAVE COMMENCED the validity of the permit shall be extended for a period of a further twelve months. In the case of the latter, you should inform the Planning Authority of your intention to utilise your right to extend the permission for a further twelve months and the Authority shall issue a formal notification of this extension.

h) The enclosed Commencement Notice shall be returned to the Planning Authority so that it is received at least five days prior to the commencement of the development hereby permitted.

i) This permit is being issued saving the right of any third party to appeal from such permit. If the applicant wants to avail himself of this permit immediately or pending any third party appeal, the development will be at the risk of applicant in case the permit is revoked by the Appeals Board or the Court of Appeal respectively.

2. The height of the building should not exceed two (2) floors.
3. Windows and doors should not open outwards onto a public street.
4. All apertures and balconies are to be constructed of timber and all metal works with wrought iron.
5. A water cistern, having a volume in cubic metres of 60% of total roof area (in square metres), is to be constructed to store rainwater run-off from the built-up area of the development.
6. The facade of the building should be constructed in local stone.
7. The garage shall only be used for the parking of private cars.
8. This development permission does not remove or replace the need to obtain the consent of the land/building owner to this development before it is carried out. Furthermore, it does not imply that consent will necessarily be forthcoming nor does it bind the land/building owner to agree to this development. Where the land/building is owned or administered by the Government of Malta a specific clearance and agreement must be obtained for this development from the Land and/or Estate Management Departments.
9. The development hereby permitted shall not be brought into use until a Final Compliance Certificate, certifying that the development has been carried out in full accordance with the plans approved by this permission and with the other conditions imposed in this permission, has been issued by the Planning Authority.

This permit is granted saving third party rights. The applicant is not excused from obtaining any other permission required by law. The applicant should contact the following regarding

Doc 8102B R43

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the location and provision of services prior to commencing development:- Enemalta, Water Services Corporation, Maltacom, Drainage Department and Melita Cable.



Secretary
Development Control Commission



Map 14.6-C HEIGHT LIMITATION & MAIN DEVELOPMENT BOUNDARIES

Key MUNXAR

Proposed Development
Zone Boundaries

Urban
Conservation Areas

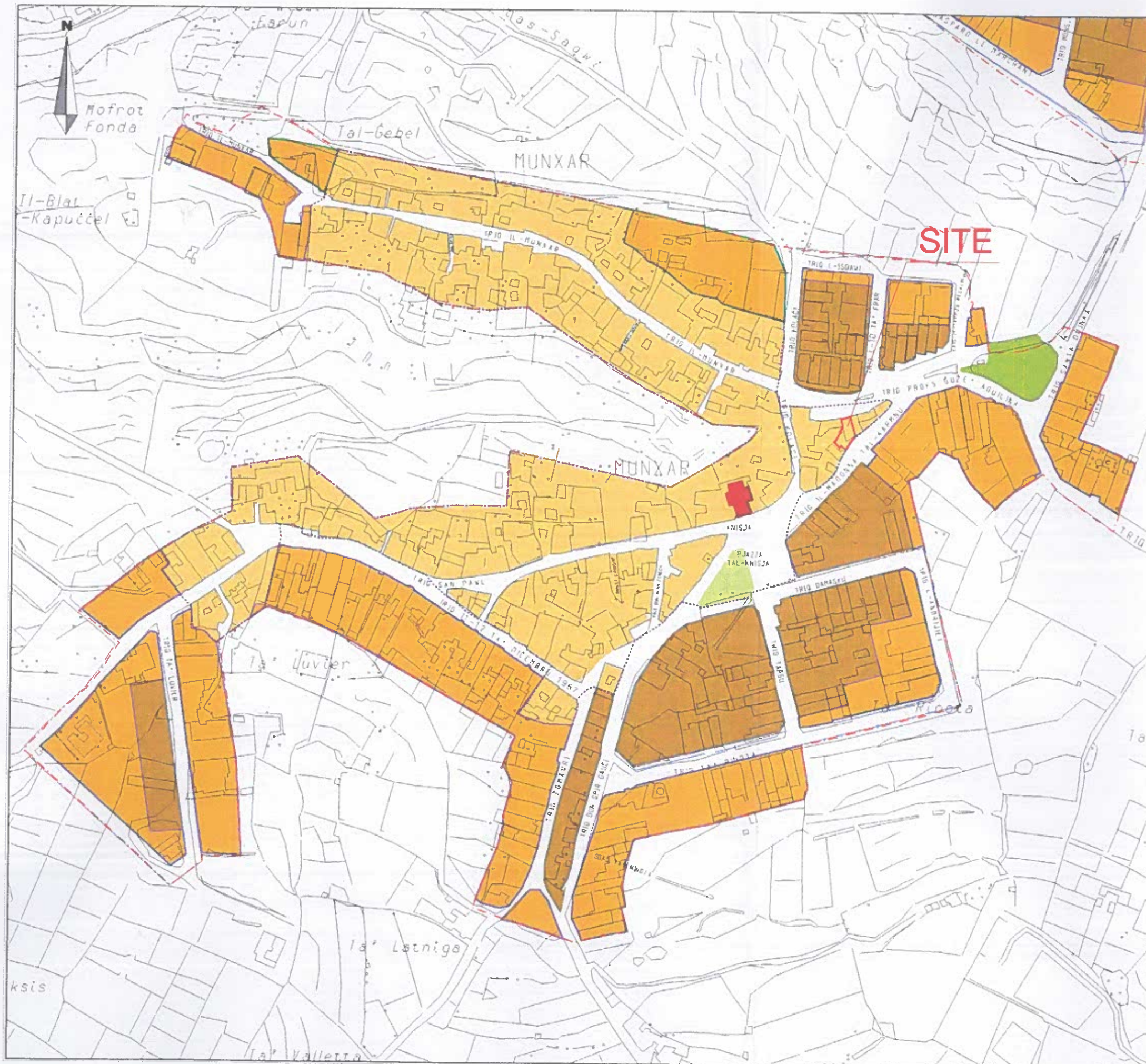
- To retain existing Height
- Two Floors
- See policy GZ-EDGE-1
- See policy GZ-EDGE-2
- Three Floors, Three Courses
- Green Area - No Buildings
- Public Open Space
- Restricted Open Space
- Main Public or Institutional Buildings
To retain existing height

Remarks :

The relevant height limitation shall not be applicable to mandatory green spaces, courtyards, front or back gardens or other open spaces ancillary to urban development.

Important :

- 1 Indicative only. Not to be used for measurement or direct interpretation.
- 2 Maps to be used in conjunction with Policy Document
- 3 Built-up Areas based on 1988 Maps



DOK SM07A

SITE



DOK SM07B

