



RAPPORT DWAR INVESTIGAZZJONI

Każ Nru: K/047

Allegazzjoni: Kunflitt ta' interess li joħroġ mill-aċċettazzjoni ta' benefiċċji fil-forma ta' propjetajiet biex jintużaw bħala uffiċċji tal-kostitwenza

Ilmentatur: Dr Robert Aquilina f'isem l-għaqda volontarja Repubblika

Data tal-Ilment: 27 ta' Marzu 2023

Data ta' Dan ir-Rapport: 14 ta' Awwissu 2025

L-Ilment

1. Fis-27 ta' Marzu 2023, Dr Robert Aquilina, dak iż-żmien President tal-għaqda Repubblika (l-Ilmentatur), kiteb lil dan l-Uffiċċju biex jitlob investigazzjoni tal-Onor. Ministru Silvio Schembri talli, fi kliem l-Ilmentatur,

jista' qed ikollu benefiċċji minn businessmen u kuntratturi kbar f'Malta li qed jagħtuh l-użu ta' propjetà tagħhom biex jagħmel uffiċċji politiċi. Dan l-allegat aġir jista' jew jista' raġonevolment joħloq impressjoni li qed jikkomprometti l-għudizzju tiegħu jew li jpoġġih taħt obbligazzjoni mhux xierqa u allura dan il-Ministru qed jikser il-Kodiċi tal-Etika (ara 4.8 tal-Kodiċi tal-Etika għall-Ministri).

2. L-Ilmentatur irrefera għal numru ta' rapporti fil-midja.

3. Dik il-ħabta l-Onor. Schembri kien il-Ministru għall-Ekonomija, il-Fondi Ewropej u l-Artijiet, b'risponsabbiltà fost affarijiet oħra għall-Awtorità tal-Artijiet. Illum huwa l-Ministru għall-Ekonomija, l-Intrapriża u Proġetti Strateġiċi.



4. Permezz tal-istess ittra, l-Ilmentatur talab ukoll li tiġi investigata allegazzjoni li l-Ministru Schembri kien qiegħed iqabbad uffiċjali tal-ministeru biex iservu fl-uffiċċji tal-kostitwenza tiegħu. Din il-materja ġiet indirizzata separatament¹ u mhijiex is-suġġett ta' dan ir-rapport.

5. L-ilment sħiħ huwa anness u mmarkat **Dokument 1**.

Il-Kuntest

6. Fit-12 ta' Marzu 2023, il-ġurnal elettroniku *The Shift* ippubblika artiklu intitolat "*Revealed: Lands Minister's links to developer set to acquire public land in Mellieha worth millions*".² Dan l-artiklu qal li l-Ministru Silvio Schembri kien qed juża uffiċċju fi blokk ta' appartamenti f'Hal Luqa mibni minn Paul Attard, żviluppatur, bħala uffiċċju tal-kostitwenza. L-artiklu qal ukoll li:

Only a few weeks ago, The Shift drew attention to a tender issued by the Lands Authority that would see some 4,000 square metres of land serving as Mellieha Heights residents' green lung, being sold for development into massive blocks of apartments.

The tender was issued with the proviso that the right of first refusal would go to the property owner abutting the tract of public land – an unusual clause.

The Shift revealed further that a company in which Attard is the majority shareholder, T&S Property Holdings Ltd, owns a comparatively small parcel of land sandwiched in the middle of the public land being offered by tender – meaning the company would eventually have the right of first refusal on the entire area. [...]

Because of the right of first refusal the Lands Authority inserted into the tender, the Mellieha land, which has a market value of around €12 million, according to industry sources, will probably be handed over to T&S Property Holdings Ltd for a fraction of its value.

¹ Ara r-rapport dwar il-każ K/046, maħruġ fil-25 ta' April 2025 u aċċessibbli minn <https://standardscommissioner.mt/wp-content/uploads/commissioner-for-standards-case-report-k046.pdf>.

² Ara <https://theshiftnews.com/2023/03/12/revealed-lands-ministers-links-to-developer-set-to-acquire-public-land-in-mellieha-worth-millions/>.



7. Sussegwentement l-art fil-Mellieħa ġiet trasferita lil T&S Property Holdings.³

8. Fid-19 ta' Marzu 2023, *The Shift* ippubblikat artiklu ieħor intitolat "*Lands Minister has another constituency office linked to major developer*".⁴ Dan l-artiklu qal li l-Ministru Schembri kellu uffiċċu tal-kostitwenza f'binja fis-Sigġiewi li kienet inbniet minn Anton Camilleri, żviluppatur ieħor. L-artikolu qal ukoll li:

Camilleri, considered one of the country's most influential developers despite maintaining a low profile, recently unveiled plans to transform the Villa Rosa in St George's Bay area into a Dubai-style project including tourism and residential elements.

But to connect all the €300 million project's dots together, he needed to acquire a small public alleyway next to the development.

The plan suddenly came to fruition during the last electoral campaign when the Lands Authority, under Schembri's political remit, quietly put the alley in question up for sale.

For some reason, the Authority specified in its tender that the open-air alley needed to be kept free and unobstructed only up to a height of 5.5 metres, which fits precisely into the project.

The Lands Authority's call for offers closed two days before the 2022 general elections and attracted only one bid – from the Camilleri family's Garnet Investments Ltd, Villa Rosa's prospective developer.

Deċiżjoni li Ssir Investigazzjoni

9. Is-sottoskritt deherlu li l-ilment kien jimmerita investigazzjoni fid-dawl tad-dispożizzjonijiet li ġejjin tal-Kodiċi ta' Etika għall-Ministri u Segretarji Parlamentari, li jinsab fit-tieni skeda tal-Att dwar Standards fil-Ħajja Pubblika (il-kapitolu 570 tal-liġijiet ta' Malta):

³ Ara <https://timesofmalta.com/article/plans-mellieha-green-lung-109unit-apartment-complex.1097838>.

⁴ Ara <https://theshiftnews.com/2023/03/19/lands-minister-has-another-constituency-office-linked-to-major-developer/>.



4.7 Il-Ministri għandhom jassiguraw illi ma jkun hemm l-ebda konflitt ta' interess bejn id-doveri pubbliċi tagħhom u l-interessi personali.

4.8 Il-Ministri m'għandhom jaċċettaw ebda rigali jew benefiċċji, salv kif provdut f'dan il-Kodiċi, li jistgħu jew jistgħu raġonevolment joħolqu impressjoni li qed jikkompromettu l-ġudizzju tagħhom jew li jpoġġuhom taħt xi obbligazzjoni mhux xierqa.

8.1 Il-Ministri għandhom jassiguraw li ma jkun hemm l-ebda konflitt bejn id-doveri pubbliċi u l-interessi privati tagħhom, finanzjarji jew ta' xorta oħra, u hija r-responsabbiltà personali ta' kull Ministru individwalment li jiddeċiedi jekk u x'għandu jsir biex ma jkunx hemm dan it-tip ta' konflitt ta' interess. [...]

8.4 Ebda Ministru m'għandu jaċċetta rigali, donazzjonijiet, ospitalità jew servizzi mingħand xi ħadd, li jistgħu jpoġġuh taħt obbligazzjoni lejn dik il-persuna jew persuni u dan għandu wkoll japplika għall-membri tal-familja immedjata tal-Ministru. F'każ ta' dubju għandu jiġi kkonsultat il-Prim Ministru.

Proċedura tal-Investigazzjoni

10. Is-sottoskritt kiteb lill-Ministru Schembri fid-19 ta' April 2023 (ittra annessa u mmarkata **Dokument 2**) biex jinformat bl-ilment, jirreferi għad-dispożizzjonijiet ikkwotati fuq tal-kodiċi ta' etika ministerjali, u jitolbu:

- (i) jagħti lista ta' propjetajiet li qed jintużaw bħala uffiċċji tal-kostitwenza tiegħu;
- (ii) jgħid min huma s-sidien tal-istess propjetajiet;
- (iii) jgħid meta dawn il-propjetajiet ġew mgħoddija lilu għal dan il-għan;
- (iv) jgħid taħt liema arrangamenti dawn il-propjetajiet ġew mgħoddija lilu u qed jintużaw minnu; u
- (v) jgħid jekk fil-fehma tiegħu kienx jeżisti konflitt ta' interess possibbli fl-eżerċizzju tal-poteri tiegħu bħala ministru responsabbli mill-artijiet.

11. L-Onor. Schembri irrisponda fit-18 ta' Mejju 2023 (**Dokument 3**). Huwa qal li juża tliet uffiċċji, u cioè:



- (i) Uffiċċju żgħir fi Triq Gerald Spiteri, 11 Luqa, li huwa propjetà tiegħu. F'dan ir-rigward esebixxa kuntratt tal-akkwist (**Dokument 3A**).
- (ii) Uffiċċju fir-Rabat mogħti lil b'tolleranza minn avukat, eks kandidat Laburista li ma baqax jikkontesta l-elezzjoni.
- (iii) Uffiċċju żgħir fi Triq Santa Margherita ġewwa s-Sigġiewi li ilu jużah għal aktar minn għaxar snin, u li huwa mikri minn Garnet Limited b'kuntratt li jiġġedded sena b'sena. Il-Ministru pprova kopji tal-aktar żewġ kuntratti riċenti u irċevuti tal-kera li jkopru l-perjodu minn Frar tal-2022 sa Lulju tal-2023 (annessi bħala d-**Dokument 3B**).

12. B'riferenza għall-artiklu ta' *The Shift* tad-19 ta' Marzu 2023, il-Ministru qal li:

- (i) l-Awtorità tal-Artijiet hija awtonoma u titmexxa minn bord ta' gvernaturi;
- (ii) il-bord jinkludi rappreżentanti ta' ministeri oħra, kif ukoll rappreżentant tal-oppożizzjoni;
- (iii) id-dritt tal-ewwel rifjut joħroġ mill-artikolu 32 tal-Att dwar Artijiet tal-Gvern (il-kapitolu 573 tal-liġijiet ta' Malta), u "*jigi inkluz prattikament f'kull avviż għal sejha tal-offerti li toħroġ l-Awtorità*";
- (iv) ir-rappreżentant tal-oppożizzjoni fuq il-bord tal-gvernaturi, l-Onor. Rebekah Borg, darbtejn ivvotat favur is-sejha dwar l-art fil-Mellieħa.

13. In konnessjoni mat-tielet punt, il-Ministru annetta kopji ta' 34 sett ta' sejhiet għat-tenders maħruġa mill-Awtorità tal-Artijiet, li skont hu jirrappreżentaw is-sejhiet kollha maħruġa mill-Awtorità fl-aħħar sentejn. Dawn is-sejhiet mhumiex qed jiġu annessi ma' dan ir-rapport peress li huma voluminużi u fi kwalunkwe każ ġew ippubblikati mill-Awtorità.

14. In konnessjoni mar-raba' punt, il-Ministru annetta kopji tal-minuti ta' żewġ laqgħat tal-bord tal-Awtorità u rapport dwar il-valutazzjoni tal-art fil-Mellieħa. Dawn qegħdin jiġu annessi ma' dan ir-rapport bħala d-**Dokument 3C**.

15. Is-sottoskritt reġa' kiteb lill-Ministru Schembri fit-22 ta' Awwissu 2024 (**Dokument 4**) sabiex jitolbu:

- (i) jgħid kemm kien ilu juża l-uffiċċju f'11 Luqa;



- (ii) jipprovdi kopja tal-konvenju ta' dan l-uffiċċju u kwalunkwe estensjoni tiegħu;
- (iii) jipprovdi kopja tal-irċevuta tat-taxxa relatata mal-konvenju; u
- (iv) jipprovdi kopji tal-kuntratti kollha tal-kera tal-uffiċċju fis-Sigġiewi ta' qabel dawk li huwa kien bagħat.

16. Il-Ministru Schembri ntalab iwieġeb sal-20 ta' Settembru 2024, izda talab estensjoni ta' ħmistax. Din it-talba ntlagħet mis-sottoskritt.

17. Fit-8 ta' Ottubru 2024, il-Ministru Schembri pprovda żewġ dokumenti lil dan l-Uffiċċju:

- (i) irċevuta mingħand il-Kummissarju tat-Taxxi għall-ħlas ta' €1,800 bħala taxxa fuq il-konvenju għall-uffiċċju ta' Ħal Luqa, li jirrifletti l-valur totali tal-konvenju ta' €180,000; u
- (ii) kopja ta' żewġ bank drafts, waħda għall-ħlas ta' €18,000 lil GAP Luqa Ltd, u oħra għall-ħlas ta' €1,800 lill-Kummissarju tat-Taxxi.

18. Dawn iż-żewġ dokumenti huma annessi bħala d-**Dokumenti 5 u 6** rispettivament.

19. Fid-29 ta' Ottubru 2024, is-sottoskritt reġa' kiteb lill-Ministru Schembri (**Dokument 7**) biex ifakkru fil-bqija tal-informazzjoni mitluba minnu permezz tal-ittra tat-22 ta' Awwissu 2024.

20. Fit-3 ta' Novembru 2024, il-Ministru Schembri bagħat email lil dan l-Uffiċċju (**Dokument 8**) fejn qal li:

- (i) beda juża l-uffiċċju f'Ħal Luqa ftit qabel l-elezzjoni ġenerali ta' Marzu 2022;
- (ii) ma kienx żamm kopji tal-kuntratti tal-kera tal-uffiċċju fis-Sigġiewi ħlief dawk li kien diġà bagħat.

21. Fit-18 ta' Novembru 2024, il-Ministru Schembri pprovda kopja tal-konvenju għall-uffiċċju ta' Ħal Luqa, flimkien ma' rekords tal-ħlasijiet bankarji relatati. Flimkien ma' dawn, bagħat ittra fejn qal li:

[...] dan l-uffiċċju mhux xi benefiċċju minn xi ħadd lili, izda jien xtrajtu u ħallast għalih personalment permezz ta' transazzjoni bankarja li kopja tagħha diġà tajtha lill-uffiċċju tiegħek. Għalhekk ma jista' qatt ikun hemm xi forma ta' obligazzjoni min-naħa tiegħi lejn xi ħadd.



Barra minn hekk, huwa evidenti li ma jistax ikun hemm, taħt l-ebda forma ta' immaġinazzjoni, allegazzjoni ta' kunflitt jew kompromess bejn ix-xiri ta' dan l-uffiċċju u r-responsabbiltajiet tiegħi bħala Ministru għall-artijiet, speċjalment meta wieħed iqis li l-ftehim tax-xiri sar xhur qabel ma ġejt appuntat Ministru responsabbli mill-artijiet għall-ewwel darba.

22. L-ittra tal-Ministru Schembri hija annessa bħala d-**Dokument 9**, filwaqt li l-konvenju huwa anness bħala d-**Dokument 9A**.

23. Fit-10 ta' Jannar 2025, il-Ministru Schembri bagħat email oħra lis-sottoskritt. Huwa rrefera għal rapport tal-ġurnal *Times of Malta* fejn l-Onor. Dr Chris Said ġie kkwotat li qal “*Look at Lands or Planning, the executive decisions in those areas are not made by the ministers but by the boards*”.⁵ Il-Ministru Schembri qal:

This provides clear confirmation, not only from a legal perspective but now also politically, as endorsed by the Opposition itself. It aligns with my consistent statement that, as a Minister, I am not involved in the operations or decisions of this authority, which is managed by an independent board of directors appointed by various ministries, including representation from the Opposition.

24. L-email tal-Ministru Schembri hija annessa bħala d-**Dokument 10**.

25. Fil-11 ta' Jannar 2025 ġie rapportat li Dr Jason Azzopardi talab inkjesta maġisterjali dwar il-Ministru Schembri, fost affarijiet oħra in konnessjoni mat-trasferiment tal-art fil-Mellieħa u l-Bajja ta' San Ġorġ.⁶ L-artikolu 13(3) tal-Att dwar Standards fil-Ħajja Pubblika jgħid li l-Kummissarju għall-Istandards għandu jissospendi investigazzjoni jekk il-kwistjoni li qed jinvestiga ssir is-sugġett ta' proċeduri quddiem qorti jew tribunal, inkjesta maġisterjali, jew investigazzjoni mill-pulizija. Għalhekk is-sottoskritt issospenda l-investigazzjoni tiegħu.

26. Fis-6 ta' Marzu 2025, il-Ministru Schembri kiteb lis-sottoskritt biex jinfurmah li t-talba ta' Dr Jason Azzopardi għal inkjesta maġisterjali ġiet miċħuda wara appell. Huwa annetta kopja tas-sentenza rilevanti tal-Qorti

⁵ Ara <https://timesofmalta.com/article/gozo-government-council-minister-mp-chris-said.1103170>.

⁶ Ara <https://timesofmalta.com/article/jason-azzopardi-asks-courts-probe-silvio-schembri-unexplained-wealth.1103584>.



Kriminali, mogħtija fit-28 ta' Frar 2025. B'hekk is-sottoskritt ma baqax obligat iżomm l-investigazzjoni tiegħu sospiza skont l-artikolu 13(3) tal-Att.

27. Sadanittant, is-sottoskritt ħa nota ta' rapporti fil-midja li l-Uffiċċju Nazzjonali tal-Verifika (NAO) ntalab jinvestiga t-trasferiment tal-art fil-Mellieħa u l-Bajja ta' San Ġorġ.⁷ Is-sottoskritt ikkunsidra jekk kellux iżomm l-investigazzjoni tiegħu sospiza sabiex ma jkunx hemm żewġ awtoritajiet statali li qed jinvestigaw l-istess materja f'daqqa, għalkemm il-liġi ma tobbligahx jagħmel dan fil-każ ta' investigazzjoni mill-NAO. Madankollu, l-NAO ma setax jagħti indikazzjoni dwar it-termini ta' żmien tal-investigazzjoni tiegħu. Għaldaqstant is-sottoskritt iddeċieda li kellu jkompli bl-investigazzjoni tiegħu bil-għan li jikkonkludiha.

Konsiderazzjonijiet

L-uffiċċju ta' Ħal Luqa

28. Kwantu għall-propjetà ġewwa Ħal Luqa, jekk kien hemm xi ilment li seta' jkun ġustifikat meta ġie sottomess l-ilment, illum dan ġie sorvolat stante l-akkwist ta' din il-propjetà mill-Onor. Schembri. Qed jingħad dan għaliex l-ilment ġie sottomess fis-27 ta' Marzu 2023, ossija ftit aktar minn xahar qabel ma sar l-akkwist. Kwindi filwaqt li kien hemm potenzjal ta' xi ġustifikazzjoni tal-ilment meta dan ġie sottomess, dan issa ġie sorvolat ladarba l-Onor. Schembri u martu issa huma l-propjetarji tal-fond.

29. Għall-kjarezza però, tajjeb li jiġu registrati xi riskontri mill-investigazzjoni.

30. Il-konvenju bejn Gap Luqa Limited u ZF Ltd għall-bejgħ ta' uffiċċju u appartament f'Ħal Luqa (Dokument 9A) sar fil-15 ta' Diċembru 2021. Il-konvenju stipola li l-kuntratt għall-bejgħ kellu jsir sa mhux aktar tard mit-30 ta' Ġunju 2022.

31. Il-bejgħ attwali tal-uffiċċju f'Ħal Luqa sar permezz ta' kuntratt datat 5 ta' Mejju 2023 (Dokument 3A). Dan kien aktar minn xahar wara li sar l-ilment

⁷ Ara <https://theshiftnews.com/2024/10/31/lands-authority-blocks-valuation-report-of-mellieha-land-sold-to-mega-developer/> u <https://theshiftnews.com/2024/11/03/villa-rosa-exclusive-government-sold-e3-million-alley-to-tal-franciz-for-e134000/>.



kontra l-Ministru Schembri. Dehru bħala xerrejja l-Ministru Schembri u martu direttament, mhux permezz ta' ZF Ltd.

32. Mhux ċar għalfejn il-kuntratt għall-bejgħ tal-uffiċċju dam daqshekk biex sar. Ma kinitx kwistjoni ta' dewmien fil-kostruzzjoni, għaliex il-Ministru Schembri qal li beda juża l-uffiċċju ftit qabel l-elezzjoni ġenerali ta' Marzu 2022 (Dokument 8). Dan ifisser li l-uffiċċju kien lest sa dak iż-żmien.

L-uffiċċju tar-Rabat

33. L-esponent ma jidhirlux li l-għotja b'tolleranza da parti ta' avukat ħabib tal-Ministru ta' uffiċċju tiegħu b'xi mod taqa' taħt il-kappa tal-ilment, għaliex il-persuna in kwistjoni mhix "*businessman*" jew wieħed mill-"*kuntratturi kbar*" imsemmja fl-ilment.

L-uffiċċju tas-Sigġiewi

34. Jibqa' l-fond l-ieħor li huwa mikri lill-Onor. Schembri kif imsemmi. Il-kera għal dan il-fond tammonta għal €3.50 kuljum, jew €319.38 kull tliet xhur. Din tidher li hija somma baxxa komparata ma' kirjiet kummerċjali vigenti, iżda l-esponent ma jistax arbitrarijament jiddeċiedi dwar dan.

Il-possibbiltà ta' kunflitt ta' interess

35. Il-kunċett ta' kunflitt ta' interess jippreżumi li hemm rabta bejn il-benefiċċju li ministru jingħata u d-doveri uffiċjali ta' dak il-ministru, fis-sens li l-ministru jista' jpatti għall-benefiċċju permezz ta' azzjoni meħuda minnu bħala ministru. Din ir-rabta hija espliċita fl-artikoli 4.7 u 8.1 tal-kodiċi ta' etika ministerjali, li jirreferu għad-"*doveri pubblici*" ta' ministru, u impliċita fl-artikoli 4.8 u 8.4 tal-istess kodiċi.

36. Dan ma jfissirx li biex jinstab kunflitt ta' interess għandu jiġi pprovat li l-ministru attwalment radd pjaċir lura lil min tah il-benefiċċju: il-kodiċi jirreferi għal benefiċċji li "*jistgħu raġonevolment joħolqu l-impressjoni*" li qed jikkompromettu l-għudizzju tal-ministru (artikolu 4.8) jew "*jistgħu jpoġġuh taħt obbligazzjoni*" (art. 8.4). Iżda biex jinstab kunflitt ta' interess, għandu jkun hemm almenu l-possibbiltà li l-ministru jpatti għall-benefiċċju mogħti lilu permezz ta' azzjoni meħuda minnu bħala ministru.

37. L-ilment huwa bbażat fuq rapporti fil-midja li jagħmlu konnessjoni diretta bejn l-akkwist mill-Ministru Schembri tal-uffiċċji f'Hal Luqa u s-Sigġiewi u t-



trasferiment ta' art pubblika fil-Mellieħa u l-Bajja ta' San Ġorġ. L-allegazzjoni hi li l-Ministru ordna t-trasferiment tal-art in kwistjoni lis-sidien tal-uffiċċji talli dawn hallewh juża l-uffiċċji taħt termini favorevoli għalih.

38. Ladarba din hija l-allegazzjoni, is-sottoskritt għandu jstabbilixxi jekk il-Ministru Schembri kienx f'pożizzjoni li jordna t-trasferiment ta' din l-art. Dwar dan, il-Ministru jsostni li:

- (i) l-Awtorità tal-Artijiet hija awtonoma;
- (ii) il-bord tal-gvernaturi tal-Awtorità jinkludi rappreżentanti ta' ministeri oħra, kif ukoll rappreżentant tal-oppożizzjoni li vvotat darbtejn favur il-ħruġ ta' seġha għat-trasferiment tal-art fil-Mellieħa.

39. Rigward l-ewwel punt, il-ministru responsabbli għall-Awtorità jista' skont il-liġi jagħti direttivi ta' natura generali dwar il-politika (policy) li l-Awtorità għandha ssegwi.⁸ Jidher li l-liġi ma tagħtix is-setgħa lill-ministru li jagħti struzzjonijiet dwar it-trasferiment ta' biċċiet ta' art partikolari.

40. Dispożizzjonijiet simili japplikaw għal awtoritajiet pubbliċi oħra, iżda jidher li wħud minn dawn l-awtoritajiet xorta ngħataw, u segwew, struzzjonijiet biex jakkomodaw individwi partikolari.⁹ Sfortunatament, għalhekk, il-liġi ma tistax titqies bħala garanzija tal-awtonomija ta' awtorità pubblika. Wieħed jista' jimmagna li huwa diffiċli għall-membri tal-bord ta' tmexxija ta' awtorità pubblika li jasserixxu l-awtonomija tagħhom jekk huma dipendenti fuq il-ministru għall-ħatra tagħhom.

41. Hawnhekk, iżda, wieħed għandu josserva li l-bord tal-gvernaturi tal-Awtorità tal-Artijiet huwa kompost minn għaxar membri, inkluż deputat parlamentari min-naħa tal-gvern u ieħor min-naħa tal-oppożizzjoni. Il-ministru responsabbli għall-Awtorità jahtar biss ħamsa mill-membri tal-bord. Il-Prim Ministru jahtar iċ-chairperson u d-deputat min-naħa tal-gvern. Ir-rappreżentant tal-oppożizzjoni huwa nominat mill-Kap tal-Opportizzjoni. Iż-żewġ membri li fadal huma nominati mill-Awtorità tal-Ippjanar u l-Awtorità dwar l-Ambjent u r-Riżorsi rispettivament. Meta l-Ministru Silvio Schembri kien

⁸ Ara l-artikolu 17 tal-Att dwar l-Awtorità tal-Artijiet (il-kapitolu 563 tal-liġijiet ta' Malta).

⁹ Ara per eżempju r-rapporti dwar il-każi K/022 u K/073, maħruġin minn dan l-Uffiċċju fil-5 ta' Ottubru 2020 u t-3 ta' April 2025 rispettivament, u aċċessibbli minn <https://standardscommissioner.mt/case-reports/?lang=mt>.



risponsabbli għall-Awtorità tal-Artijiet, dawn l-entitajiet kienu jaqgħu taħt żewġ ministri oħra, kif għadhom sal-lum.

42. Dan ifisser li l-bord tal-gvernaturi tal-Awtorità tal-Artijiet ma jaqax taħt il-kontroll ta' ministru wieħed. Għalhekk il-Ministru Schembri ma jistax jitqies li kellu s-setgħa li jordna lill-Awtorità tittrasferixxi l-art fil-Mellieħa u San Ġorġ, la de jure u lanqas de facto, u min-naħa tiegħu ma kienx hemm possibbiltà ta' kunflitt ta' interess marbut mat-trasferiment tal-art in kwistjoni.

43. Din il-konklużjoni ma tfissirx li m'hemm ebda lok għal preokkupazzjoni jekk ministru jingħata benefiċċji minn żviluppaturi jew negozjanti, jew li dawn il-benefiċċji ma jistgħux joħolqu kunflitt ta' interess f'ċirkostanzi differenti. L-akkwist ta' uffiċċju tal-kostitwenza jista' jitqies parti mill-ispejjeż li ministru jew deputat parlamentari jiffaċċja għall-attivitajiet politiċi tiegħu. Dan l-Uffiċċju, taħt il-Kummissarju għall-Istandards preċedenti, diġà esprima l-fehma li għandu jkun hemm kontroll effettiv fuq dawn l-ispejjeż sabiex ministri u deputati ma jinqabdux f'tellieqa ta' inġenju u ma jidhlux f'obbligi lejn terzi persuni fi sforz biex ikopru l-ispejjeż.¹⁰

44. Bejn l-2021 u l-2023, l-Organizzazzjoni għall-Kooperazzjoni u l-Iżvilupp Ekonomiku (l-OECD) wettqet sensiela ta' studji dwar il-qafas tal-etika fil-majja pubblika f'Malta. Dan il-proġett sar fuq talba tal-Kummissarju għall-Istandards preċedenti. Fost affarijiet oħra, l-OECD pproponiet li d-deputati u l-ministri għandhom ikunu obbligati jiddikjaraw rigali u benefiċċji oħra li huma jirċievu u li jeċċedu ċertu valur.¹¹ Li kieku dawn il-proposti ġew attwati, kien ikun hemm lok għal sejbien ta' ksur ta' etika jekk benefiċċju ma jiġix dikjarat minn ministru jew deputat, anki jekk il-benefiċċju ma jinvolvi kunflitt ta' interess.

Konklużjoni

45. Għar-raġunijiet mogħtija fuq, is-sottoskritt jiddikjara li l-ilment mhuwiex fondat, u jiddikjara l-kaz magħluq.

¹⁰ Ara r-rapport *Spending by Candidates in General Election Campaigns: A Landscape Review*, maħruġ minn dan l-Uffiċċju fit-30 ta' Settembru 2022 u aċċessibbli minn <https://standardscommissioner.mt/wp-content/uploads/spending-by-candidates-in-general-election-campaigns.pdf>.

¹¹ OECD, *Review of the Codes of Ethics for Ministers, Parliamentary Secretaries and Members of the House of Representatives: Recommendations for Improving the Codes* (2022), paġni 35–37. Dan ir-rapport huwa aċċessibbli minn [https://one.oecd.org/document/GOV/PGC/INT\(2022\)12/FINAL/en/pdf](https://one.oecd.org/document/GOV/PGC/INT(2022)12/FINAL/en/pdf).



46. Kopji ta' dan ir-rapport qed jintbagħtu lill-għaqda ilmentatriċi, lill-Ministru Silvio Schembri, u lill-Kumitat tal-Parlament dwar l-Istandards fil-Ħajja Pubblika għall-informazzjoni tiegħu. Kopja se titqiegħed ukoll fuq il-website ta' dan l-Uffiċċju.

Prim Imħallef Emeritu Joseph Azzopardi
Kummissarju għall-Istandards fil-Ħajja Pubblika



Dokumenti Annessi

- Dokument 1 Ittra datata 27 ta' Marzu 2023 mingħand Dr Robert Aquilina f'isem l-għaqda Repubblika.
- Dokument 2 Ittra datata 19 ta' April 2023 lill-Ministru Silvio Schembri.
- Dokument 3 Ittra datata 18 ta' Mejju 2023 mingħand il-Ministru Silvio Schembri.
- Dokument 3A Kuntratt datat 5 ta' Mejju 2023 għall-bejgħ ta' uffiċċju f'Hal Luqa.
- Dokument 3B Kuntratti datati 1 ta' Frar 2022 u 1 ta' Frar 2023 għall-kera ta' fond fis-Sigġiewi, u irċevuti għall-ħlas tal-kera relatata.
- Dokument 3Ċ Minuti ta' laqgħat tal-Bord tal-Gvernaturi tal-Awtorità tal-Artijiet li saru fl-10 ta' Jannar 2023 u t-13 ta' Settembru 2022, u rapport dwar il-valutazzjoni ta' art fil-Mellieħa.
- Dokument 4 Ittra datata 22 ta' Awwissu 2024 lill-Ministru Silvio Schembri.
- Dokument 5 Irċevuta datata 12 ta' Jannar 2022 mingħand il-Kummissarju tat-Taxxi għall-ħlas ta' taxxa fuq konvenju.
- Dokument 6 Kopji ta' żewġ bank drafts maħruġin fis-17 ta' Diċembru 2021.
- Dokument 7 Ittra datata 29 ta' Ottubru 2024 lill-Ministru Silvio Schembri.
- Dokument 8 Email datata 3 ta' Novembru 2024 mingħand il-Ministru Silvio Schembri.
- Dokument 9 Ittra riċevuta mingħand il-Ministru Silvio Schembri fit-18 ta' Novembru 2024.
- Dokument 9A Konvenju datat 15 ta' Diċembru 2021 għall-bejgħ ta' uffiċċju u appartament f'Hal Luqa.
- Dokument 10 Email datata 10 ta' Jannar 2025 mingħand il-Ministru Silvio Schembri.



Dr Joseph Azzopardi

Kummissarju tal-Istandards fil-Ħajja Pubblika
11, Triq San Pawl
Il-Belt Valletta VLT1210

27 ta' Marzu 2023

Sur Kummissarju,

F'isem Repubblika, qed inressaq dan l-ilment sabiex tinvestigah skont l-Att dwar l-Istandards fil-Ħajja Pubblika.

Nirreferi għall-allegazzjoni li l-Ministru Silvio Schembri jista' qed ikollu benefiċċji minn businessmen u kuntratturi kbar f'Malta li qed jagħtuh l-użu ta' propjetà tagħhom biex jagħmel uffiċċji politiċi. Dan l-allegat aġir jista' jew jista' raġonevolment joħloq impressjoni li qed jikkomprometti l-gudizzju tiegħu jew li jpoġġih taħt obbligazzjoni mhux xierqa u allura dan il-Ministru qed jiksar il-Kodiċi tal-Etika (ara 4.8 tal-Kodiċi tal-Etika għall-Ministri).

Dan is-suspett ikomli jisaħħaħ bl-imġieba tal-Ministru Schembri fil-Parlament meta mistoqsi dwar dawn l-uffiċċji.

Nitolbok ukoll tinvestiga jekk il-Ministru Schembri hux jikser ukoll l-artiklu 4.9 tal-Kodiċi tal-Etika billi juża uffiċjali tal-Ministeru biex iservu fl-uffiċċji politiċi tiegħu.

Dawn l-allegati abbużi kienu rrapurtati fil-media, inkluz:

<https://theshiftnews.com/2023/03/12/revealed-lands-ministers-links-to-developer-set-to-acquire-public-land-in-mellieha-worth-millions/>

<https://theshiftnews.com/2023/03/20/schembri-admits-using-ministerial-staff-for-his-personal-constituency-offices/>

<https://timesofmalta.com/articles/view/investigate-silvio-schembri-kevin-cassar.1020763>

Nirringrazzjak u nselli għalik,

A handwritten signature in blue ink, appearing to read 'R. Aquilina', is written over a faint, larger blue outline of the same signature.

Dr Robert Aquilina
President



19 ta' April 2023

L-Onor Silvio Schembri
Ministru għall-Ekonomija,
il-Fondi Ewropej u l-Artijiet

Bl-email fuq silvio.schembri@gov.mt

Ministru,

**Każ K/047 dwar l-aċċettazzjoni ta' benefiċċji
fil-forma ta' uffiċċji tal-kostitwenza**

Jiena ġejt mitlub ninvestiga l-allegazzjoni li inti ngħatajt l-użu ta' propjetajiet minn terzi persuni bħala uffiċċji tal-kostitwenza, u li dan il-benefiċċju jista' jikkomprometti l-ġudizzju tiegħek jew ipogġik taħt obligazzjoni mhux xierqa, jew inkella raġonevolment joħloq l-impressjoni li ġara dan. L-ilment rilevanti huwa anness ma' din l-ittra.

Dan l-ilment diġà gie riferut lilek in konnessjoni mal-allegazzjoni li inti assenjajt impjegati tal-ministeru tiegħek biex jagħmlu xogħol tal-kostitwenza, iżda ż-żewġ każi qed jiġu kkunsidrati minni separatament.

Għall-finijiet tal-każ preżenti, nitlobok tirreferi wkoll għall-artikolu ta' *The Shift News* intitolat "*Lands Minister has another constituency office linked to major developer*" (ippubblikat fid-19 ta' Marzu 2023), fejn qed jiġi allegat li s-sidien tal-propjetajiet in kwistjoni ibbenefikaw jew jistgħu jibbenefikaw minn deċiżjonijiet tal-Awtorità tal-Artijiet, li taqa' taħt ir-responsabbiltà ministerjali tiegħek.

Jiena qed nikkunsidra dan il-każ fid-dawl tad-dispożizzjonijiet li ġejjin tal-Kodiċi ta' Etika għall-Ministri u Segretarji Parlamentari, li jinsab fit-tieni skeda tal-Att dwar Standards fil-Ħajja Pubblika (il-kapitolu 570 tal-liġijiet ta' Malta):

4.7 Il-Ministri għandhom jassiguraw illi ma jkun hemm l-ebda konflitt ta' interess bejn id-doveri pubbliċi tagħhom u l-interessi personali.

4.8 Il-Ministri m'għandhom jaċċettaw ebda rigali jew benefiċċji, salv kif provdut f'dan il-Kodiċi, li jistgħu jew jistgħu raġonevolment joħolqu impressjoni li qed jikkompromettu l-ġudizzju tagħhom jew li jpoġġuhom taħt xi obligazzjoni mhux xierqa.



8.1 Il-Ministri għandhom jassiguraw li ma jkun hemm l-ebda konflitt bejn id-doveri pubbliċi u l-interessi privati tagħhom, finanzjarji jew ta' xorta oħra, u hija r-responsabbiltà personali ta' kull Ministru individwalment li jiddeċiedi jekk u x'għandu jsir biex ma jkunx hemm dan it-tip ta' konflitt ta' interess. [...]

8.4 Ebda Ministru m'għandu jaċċetta rigali, donazzjonijiet, ospitalità jew servizzi mingħand xi hadd, li jistgħu jpoġġuh taħt obbligazzjoni lejn dik il-persuna jew persuni u dan għandu wkoll japplika għall-membri tal-familja immedjata tal-Ministru. F'każ ta' dubju għandu jiġi kkonsultat il-Prim Ministru.

Inti mitlub tagħti l-veduti tiegħek b'mod ġenerali dwar l-allegazzjonijiet hawn taħt konsiderazzjoni, u b'mod partikolari:

- (a) tagħtini lista ta' propjetajiet li qegħdin jintużaw bħala uffiċċji tal-kostitwenza tiegħek u tgħidli min hu s-sid ta' kull waħda minnhom;
- (b) tinformani meta kull waħda minn dawn il-propjetajiet giet mgħoddija għal dan il-għan;
- (c) tinformani taħt liema arrangamenti kull waħda minn dawn il-propjetajiet giet mgħoddija u qegħda tintuża għal dan il-għan; u
- (d) tgħidli jekk f'dawn iċ-ċirkostanzi, fil-fehma tiegħek, jeżistix konflitt ta' interess possibbli fl-eżerċizzju tal-poteri tiegħek bħala ministru responsabbli għall-artijiet.

Jekk hemm ftehim bil-miktub dwar l-użu ta' dawn il-propjetajiet minnek, nitlobok kopja tiegħu. Jekk inti qed tħallas għall-użu ta' dawn il-propjetajiet nitlobok kopji tar-riċevuti relattivi.

Ġentilment mitlub twieġeb sa mhux aktar tard mill-**Ġimgħa 19 ta' Mejju 2023**. Aktar tard tista' tintalab tikkonferma r-risposti tiegħek bil-ġurament.

Insellimlek,

Prim Imħallef Emeritu Joseph Azzopardi
Kummissarju għall-Istandards fil-Ħajja Pubblika

18 ta' Mejju 2023

Onor. Prim Imħallef Emeritu Dr. Joseph Azzopardi
Kummissarju għall-Istandards fil-Hajja Pubblika
11, Triq San Pawl,
Valletta VLT 1210

Għażiż Sur Kummissarju,

Rif tagħkom: Ilment Nru. K/047

Issir referenza għall-ittra tiegħek datata 19 t' April 2023, kif fuq imsemmi.

Fl-ewwel lok niddikjara bl-ebda mod ma aċċettajt benefiċċju f'forma ta' uffiċju tal-kostitwenza li b'xi mod ikkomprometta l-gudizzju tiegħi jew poggieni f'obbligazzjoni mhux xierqa. Niċhad ukoll illi jezisti xi kunflitt bejn id-doveri pubbliċi tiegħi u xi interessi personali. Nikkonferma anzi li f'kull istanza mxejt b'mod diligenti, b'għaqal u bzulija fit-twettiq tad-dmirijiet tiegħi.

Nikkonferma illi jiena għandi tlett uffiċji kif gej:

- (i) Uffiċju zgħir fi Triq Geraldu Spiteri Luqa. Dan l-uffiċju huwa proprjeta' tiegħi. Anness kopja tal-kuntratt tal-akkwist. (DokA)
- (ii) Uffiċju gewwa ir-Rabat. Dan l-uffiċju huwa proprjeta' ta' avukat li miegħu għandi ftehim verbali ta' uzu (mera tolleranza). Huwa ex kandidat laburista li ma reggħax ikkontesta l-elezzjoni. Huwa baqa jemmen fil-valuri politiċi li nħaddan jien u offra l-uzu ta' dan l-uffiċji;
- (iii) Uffiċju zgħir fi Triq Santa Margerita is-Siggiewi. Dan l-uffiċju ilni nuzah għal aktar minn għaxar snin u huwa moghti b'titolu ta' kera minn Garnet Limited li tiggedded sena b'sena. Anness kopja ta' l-aħħar zewg kuntratti u l-irċevuti rispettivi. (DokB)

Fl-artikolu ta' *The Shift News* intitolat "*Lands Minister has another constituent's office linked to major developer*" (19/3/2023) u li huwa citat f'dan l-istess ilment, ma saret ebda allegazzjoni ta' xi għemil skorrett da parti tiegħi. Madanakollu dan l-artikolu xorta waħda huwa mimli kongetturi u skoretezzi intenzjonati. Dan l-artikolu jibni fuq insinwazzjoni illi l-Awtorita' ta' l-artijiet dahlet xi klawzola rari f'sejha partikolari – dik ta' dritt ta' l-ewwel rifjut. Fuq din il-gidba mbgħad jsegwu numru ta' artikli oħra fil-granet ta' wara.

Infakkar illi l-Awtorita' ta' l-Artijiet hija mwaqqfa skont il-ligi u mmexxija minn Kap Ezekuttiv li jirrispondi lill-Bord ta' Gvernaturi. Fil-bord hemm rapprezentanti ta' diversi entitajiet nominati minn u li jaqgħu taħt ir-responsabilita' ta' Ministeri oħra, kif wkoll raprezentant tal-Opposizzjoni u tal-Gvern u dan sabiex ikun hemm trasparenza assoluta. Hemm indipendenza totali bejn il-

Ministeru tieghi u l-Awtorita' li mhux biss hija awtonoma izda finalment hija mmexxija mill-Bord ta' Gvernaturi. Hija wkoll l-Awtorita' li hija responsabbli għall-pubblikazzjoni tat-tenders u t-tweqqiq tagħhom.

Infakkar ukoll illi d-dritt ta' l-ewwel rifjut mhix xi klawnsola speċjali jew unika jew li rari tigi uzata kif qiegħed jigi ripetut b'mod malizjuż f'dawn l-artikli. Dan id-dritt joħroġ mil-ligi, senjatement l-Artikolu 32 tal-Kap 573 Ligijiet ta' Malta u jigi inkluz pratikament f'kull avviż għal sejha tal-offerti li toħroġ l-Awtorita'. Qiegħed nannetti kopja tar-reklami tat-tenders kollha li hargu f'dawn l-aħħar sentejn (immarkati bħala DOK C) li jikkonfermaw dan kollu. Huwa fatt ukoll illi kwalunkwe persuna li ma taqbilx mal-mod kif dan id-dritt ikun gie allokat mill-Awtorita', għandha d-dritt ta' appell mid-deċizzjoni tal-Awtorita' quddiem it-Tribunal tar-Revizjoni Amministrattiva.

Sabiex art tal-Gvern toħroġ b'sejha pubblika trid issegwi l-proċedura segwenti:

- Ikun hemm talba permezz ta' applikazzjoni online mal-Awtorita' tal-Artijiet li tissejjaħ GLA1 u li hu l-mod li l-pubbliku jista' japplika għal xi titlu fuq art tal-Gvern wara sejha pubblika.
- Bħala parti mill-proċedura, issir stima minn tlett periti indipendenti skont il-ligi
- Dan l-istess rapport tal-periti jitla' għall-approvazzjoni tal-Bord tal-Gvernaturi sabiex jekk il-Bord japprova l-istima, l-Awtorita' tkun tista' toħroġ is-sejha għall-offerti skond il-valuri u t-termini approvati mil-Board tal-Gvernaturi.
- Ai termini ta' Artikolu 19 (10)(C) tal-Kapitolu 563 tal-Ligijiet ta' Malta, dan ir-rapport ikun evalwat ukoll mid-Direttorat għal-Awditajar Intern u Investigazzjonijiet liema direttorat għandu l-obbligu li jinvestiga kull transazzjoni li teċċedi il-mitt elf euro. Dan l-istess uffiċċju huwa indipendenti mil-awtorita' u l-Ministeru u jirraporta lill-Parlament.

Kif spjegat hawn fuq, il-proċedura biex art toħroġ b'sejha għall-offerti hija definita fil-ligi u fl-ebda ħin ma jkun hemm l-involviment tal-Ministru la b'mod dirett u lanqas indirett. Il-politiċi li b'xi mod huma involuti f'dan il-proċess huma ir-rappreżentanti tal-Gvern u tal-Oppozizzjoni li huma appuntati bħala Gvernaturi fuq l-board ta' l-istess awtorita' kif stipulat fil-ligi.

Inzid ukoll illi l-Onorevoli Rebekah Borg li fil-Parlament tat bidu għal dan l-ilment waqt intervent Parlamentari, hija r-Rappreżentant ta' l-Oppozizzjoni fuq il-Bord tal-Gvernaturi ta' l-Awtorita' ta' l-Artijiet. Fil-kaz speċifiku li huwa msemmi f'dan l-artiklu, l-istess Onor Borg ivvutat favur din is-sejha darbtejn. Qiegħed nannetti kopja tal-minuti u r-rapport (DokD) li jinkludi kemm l-prezz kif wkoll l-kundizzjonijiet, li gie prezentat lill-bord tal-gvernaturi fuq din is-sejha li jikkonferma dan kollu.

Għalhekk f'kazijiet għal sejha ta' interess, ma jista' qatt ikun hemm xi tip ta' kunflitt mal-Ministru responsabbli mill-Artijiet minhabba li l-Ministru ma jkunx involut fl-ebda stadju, u jekk xejn dawn is-sejhiet jistgħu jkunu possibbli biss jekk jkunu approvati mill-bord tal-Gvernaturi inkluz ta' l-Onor Borg.

Intenni għalhekk illi ma jezisti ebda kunflitt fit-twettiq tad-dmirijiet tiegħi pubbliċi u zgur ma jistgħax jingħad li pperċepejt xi benefiċċju li seta b'xi mod ikkomprometta l-posizzjoni tiegħi.

Għalhekk dan l-ilment għandu jigi respint.

Finalment, biex tassew jigu mharsa il-prinċipji ta' smiġh xieraq fit-tmexxija tal-proċedimenti taht l-Att (Kap. 507 tal-Ligijiet ta' Malta) kif irid, fost oħrajn, l-artikolu 18 tal-istess ligi, nitolbok gentilment biex bhala l-parti ndagata, nkun prezenti waqt is-smiġh tal-proċedimenti relatati ma dan il-kaz u ningħata, *a tempo vergine*, kull evidenza li tigi prodotta fl-atti ta' dawn il-proċedimenti.

Għoddni tieghek,

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a horizontal line and a small flourish.

Onor. Silvio Schembri

Dok A

<p><i>today the fifth (5th) day of May of the year two thousand and twenty three (2023).</i></p>	<p>ACT NO:</p> <p>Sale</p>
<p>Before me Doctor Katia Farrugia Cachia a Notary Public in Malta duly sworn and admitted, there personally came and appeared:-</p>	<p>Enrolled:</p>
<p>Of the first part:-</p> <p>Honorable Saviour Schembri, Minister, married to Doctor Deandra Schembri nee' Scerri, son of John Schembri and Mary Rose Schembri nee Vella born in Pieta on the twenty first of May of the year nineteen eighty five (21/05/1985) and residing at [REDACTED]</p>	<p>Vol I:</p> <p>(GPP)</p>
<p>[REDACTED] holder of identity card number [REDACTED] together with his wife Doctor of Laws Deandra Schembri nee' Scerri, lawyer, daughter of George Scerri and Mary sive Doreen Scerri nee Barbara born in Pieta on the first of August of the year nineteen eighty seven (01/08/1987) and residing in [REDACTED] holder of identity card number [REDACTED] hereinafter referred to as "the Purchasers".</p>	
<p>Of the second part:-</p> <p>Paul Attard, Director, married to Lorraine Attard nee Muscat, son of Grazio Attard and Mary Attard nee Muscat born in Attard (31/07/1975) and residing in [REDACTED] holder of identity card number [REDACTED] who is appearing hereon, for and on behalf of the limited liability company Gap Luqa Limited formerly known as Qawra Investments Limited, bearing registration letter "C" and</p>	<p><i>Kyaburgh Ltd</i></p>

P. 55 (5)

numbers three, two, two, two, five (C32225), and having its registered address at "GAP Head Office", Censu Scerri Street, Sliema, Malta, and this as duly authorized in virtue of the attached resolution of the board of directors marked as Document letter "A", hereinafter referred to as the "the Vendor" and/or "the Vendor Company", as the case may be.

SALE

Whereas the Vendor Company constructed an unnumbered development but bearing the name 'Fairwinds', which development abuts onto Triq G. Spiteri c/w Triq Gorg Zahra c/w Triq Tumas Galea, Luqa. The said development is built on a portion of land purchased from Family Cane and Tum Invest by two deeds of sale published in the records of Notary Sam Abela dated the twenty sixth (26th) day of April of the year two thousand and seventeen (2017), (Ins.11300/2017) and (Ins.11839/2017) respectively, hereinafter, collectively referred to as "the Development".

In virtue of this deed, the Vendor Company hereby sells, transfers and conveys in favour of the Purchasers who accept, purchase and acquire:

The un-numbered office of the internal net floor area of twenty four point three square meters (24.3m²) forming part of block designated as (G) situated at elevated Ground floor level, being the second (2nd) level of building, which in turn forms part of the Development, having said office an independent entrance from Triq Gerald Spiteri corner with Triq Gorg Zahra, better shown in red on the attached plan marked as document letter "B". The Property has in common with the other properties forming part of Block G, the drainage systems and rain water systems of the said Block G, hereinafter referred to as 'the Property'.

Kyabugisooli.c

P 45 9

The Property has the right to enter the common parts of the overlying block for purposes of repairs and maintenance of the services it holds on the highest roof, and this after notice to the administrator of the block and the roof owner as hereunder better defined.

Save as otherwise stated in this deed the Property is being sold as free and unencumbered from any burdens, servitudes, hypothecs and privileges and free from any rights whether real or personal in favour of any person or other property, with free and vacant possession, free from any requisition or expropriation orders.

This sale is being made and accepted, under the following terms and subject to the following conditions namely:-

1. In consideration and for the global price of forty thousand Euro (€ 40,000), out of which sum, the amount of four thousand Euro (€4,000) has already been paid on the promise of sale agreement dated the fifteenth (15th) December of the year two thousand and twenty one (2021) bearing the registration number letters PS number two zero two two zero zero four seven three (PS202200473) on account of the said price and the balance of thirty six thousand Euro (€36,000) is being paid by the Purchasers to the Vendor Company on this final deed of today. Vendor Company tenders due receipt and tenders its full acquittance for the full price.
2. The Vendor Company warrants the peaceful possession and real enjoyment of the Property in favour of the Purchasers with a general hypothec on all its property, present and future. The Purchasers hereby renounce to their right under section two thousand and sixteen (2016) of the Civil Code

Handwritten signature
H. August 1000 C.C.

Handwritten initials
P. 33 5

of Malta, to cause to be registered, as a further security, a special hypothec over the property of the Vendor Company.

3. The Vendor Company guarantees that no claims for payment in respect of architect fees, contractors' fees, building permit fees, road and drainage contributions and contributions for the other services supplied to the Property may be brought against the Purchasers, and the Vendor Company holds the Purchasers harmless and fully indemnified against any such claims in relation to the Property.
4. The Purchasers shall have no right of ownership or any right of any nature whatsoever over and in respect of the roof and/or the airspace of the Complex.

CONDITIONS RELATIVE TO THE PROPERTY

5. The Vendor Company declares in favour of the Purchasers, who accepts, that the Property, including the whole Complex, have been completed in terms of the relative permits issued by the Planning Authority (P.A.) and all other competent authorities to a good standard of workmanship.
6. The owners of the residential units in the block shall also have the right of access in the underlying and/or overlying property, for repair and maintenance of the drainage system and rain water pipes passing there from as applicable.
7. The penthouses at the top floor level of the said development shall each include their respective roof and airspace, which roof shall be subject to the installation, maintenance and repair of:

Handwritten signature

Handwritten initials and a circled number 5

- a) One (1) water tank, one (1) submersible water pressure pump per apartment/Maisonette/office in the underlying block.
8. The Purchasers shall have a right of access to the roof of the block, solely for purposes of installing, repair and/or maintenance of the water tanks and submersible water pressure pumps, provided that a twenty-four-hour notice is given to the owners of the said roof. The water tanks shall not exceed the capacity of Five hundred (500) litres and shall be situated in areas indicated by the vendor's architect. Access to the roof is from a hatch in the common areas for which the key shall be only kept by the penthouse owners and administrator (for emergency situations only).
9. Should permits be issued by the competent authorities for the building of further floor and/or floors the following conditions should be the overriding conditions for the block and from today the Purchasers are giving their consent for the said changes:
- i. The developer should obtain in writing an approval from the Vendors' architect that no structural damages will be caused due to this construction; being Architect, or any architect delegated by him;
 - ii. The developer should obtain all permits required from time to time for the beginning of the said works;
 - iii. Said works are to be carried out uninterruptedly and in the shortest period possible;

Handwritten signature

Handwritten marks: "Je 44" and a circled "5"

- iv. The developer shall relocate at his own expense all services on the existing roof on the new roof with the least inconvenience possible;
 - v. The developer shall have the right to connect with the already existing common parts/services, yards and shafts and shall have the right to create further servitudes on the said common parts and/or shafts and/or yard;
 - vi. The developer shall not have the right to suspend the provision of essential services for more than 24 hours in total;
 - vii. The developer shall not use the lift for the transport of the building material and shall not suspend the lift service for more than a total of twenty (20) days;
 - viii. The developer shall remedy all damages incurred in the common parts due to the development taking place;
10. All the residential units within the development shall only be used for habitation purposes.
11. Residents of the respective blocks are not permitted to keep any animals or pets which are a nuisance to the other occupiers of the other flats whilst no pets/animals are to be kept in garages.
12. The owners of the individual units of the blocks shall be bound not to alter the façade of the respective blocks and shall be obliged to maintain at all times, both the colour scheme, apertures and front door of each

13. The owners of the individual units shall desist from performing any act which shall be considered to be a nuisance to others.
14. The Purchasers shall not be obliged to pay, nor shall they be entitled to receive, any compensation for party walls, however they are responsible for the maintenance and proper upkeep of said party walls.
15. With regards to the Property, the Purchasers are allowed to install the required signage as long as this does not cause any inconvenience to the other occupiers of the Block.
16. The Purchasers shall bind themselves to impose all the above-mentioned restrictions and conditions where applicable in any future transfer of the property described above.
17. The Vendor Company shall ensure that these limitations shall be expressly imposed on all contracts of sale of other properties in the block.
18. Notarial fees, Duty on Documents and other Transfers and Public Registry registration fees in relation to this deed.

K. Aung Mye Thazun

SS 15

shall be borne by the Purchasers, whereas the payment of tax on capital gains shall be borne by the respective Vendor.

19. This sale shall be subject to Maltese Law and to the exclusive jurisdiction of the Maltese Courts.

STATUTORY DECLARATIONS

For the purposes of the Duty on Documents and Transfers Act, it is being declared that:

- i. The Portion of land onto which the above-mentioned development has been built, from which the property *in vendita* forms part, originally belonged to Family Cane'. The property devolved onto the said Siblings Cane' from their mother's inheritance, Angelica sive Maria Angela Cane' nee' Bezzina, wife of Carlo Cane'. The said Maria Angela Cane' had acquired the land measuring fifteen tumoli (15.T) forming part of the land known as 'Ta Blejkiet', accessible from Sqaq tal-Iskola abutting unto Triq Sant Andrija, in Luqa, in virtue of a deed of division published in the records of Notary Rosario Frendo Randon dated the tenth day of April of the year nineteen fifty one (10.04.1951) (Ins.1639/1951).
- ii. The said Angelica sive Maria Angela Cane' nee' Bezzina died intestate and as a widow to Carlo Cane', on the twenty-fifth day of July of the year nineteen sixty-three (25.07.1963) and her estate devolved according to law unto her four children, namely Giovanni, Guglielmo, Giorgio and Giuliana Ferretti siblings Cane'.

Handwritten signature: Rosario Frendo Randon

Handwritten initials: P. SS (15)

- iii. Subsequently in virtue of another deed published in the records of Notary Doctor Sam Abela of the twelfth day of July of the year two thousand and sixteen (12.07.2016) (Ins.15250/2016) the said siblings Cane' transferred in favour of Tuminvest Limited, a portion of the above mentioned portion of land of a total area of circa three thousand six hundred and forty seven square meters (3647m2).
- iv. The Vendor Company later acquired a divided portion of land, by onerous title directly from Family Cane' in Virtue of a deed of sale published in the records of Notary Sam Abela dated the twenty sixth (26th) day of April of the year two thousand and seventeen (2017), (Ins.11839/2017). As well as another portion of the same land from Tuminvest Limited by onerous title on the same day that is twenty sixth (26th) day of April of the year two thousand and seventeen (2017), by a deed of sale in the records of Notary Doctor Sam Abela (Ins.11300 /2017).

For the purposes of the Duty on Documents and Transfers Act of the year nineteen hundred and ninety-three (1993), tax is computed at the rate of five per cent (5%) which tax amounts to two thousand euro (€ 2,000) out of which sum, the amount of four hundred Euro (€400) has already been paid before today on the promise of sale agreement dated the fifteenth (15th) December of the year two thousand and twenty one (2021) bearing the registration number letters PS number two zero two two zero zero four seven three (PS202200473). The remaining balance of one thousand and six hundred Euro (€1,600) are being presently paid on this deed by the Purchasers.

Handwritten signature

Handwritten initials and mark

For the purposes of the Income Tax Act, Chapter one hundred and twenty-three (Cap. 123), tax due by the Vendor Company on this deed is a final withholding tax at the rate of five per cent (5%) as per the Regeneration Measures announced by Government of two thousand Euro (€ 2000).

For the purposes of Sub-Article twelve (12) of Article five letter 'A' (5A) of the Income Tax Act, Chapter one hundred and twenty-three (Cap. 123) of the Laws of Malta, the Parties declare that they have declared to me, the undersigned Notary, all the facts that determine if this transfer of property is one to which Article 5A applies and that are relevant for ascertaining the proper amount of tax chargeable or any exemption, (including the value which, in their opinion, reasonably reflects the market value of the said property transferred, if this value is higher than the consideration for the transfer). The parties make such declaration after I, the undersigned Notary have warned them about the importance of the truthfulness of this, their declaration.

For the purposes of Chapter 246 of the Laws of Malta entitled Immovable Property (Acquisition by non-residents) Act, the Purchasers declare that they qualify to acquire the immovable property above being transferred without the necessity of a permit for the acquisition of property by non-residents since they declares to be citizens of the European Union and that they have resided continuously in Malta for at least five (5) years. This declaration is being made after I, the undersigned Notary, duly explained its import according to Law.

The Vendor Company declares that it is a Maltese registered Company which does not intend to move abroad before submitting its respective Income Tax returns for this year and before paying the income tax due in terms of Law. Moreover, the directors are citizens

Karim Singh

५५५

of Malta and have no intention to establish their ordinary residence outside Malta before the tax return date of next year. These declarations have been made after I the undersigned Notary warned the appearers *nomine* for vendors companies about the importance of the truthfulness of such declarations according to law.

For the purposes of the Land Registration Act, following a search conducted in the Land Registry it has resulted that the property being sold on this deed is not in a registration area and it has not been voluntarily registered.

For the purposes of the Money Laundering Act [Chapter three hundred and seventy-three (373) of the Laws of Malta] the Purchasers declare that the funds used for all payments made on this deed do not derive from an illegal or criminal activity but they are the fruits of a legal and legitimate activity. The Vendor Company declares that the funds used to purchase the property being sold hereon and for all payments made on this deed do not derive from an illegal or criminal activity but are the fruits of a legal and legitimate activity. These declarations are being made by the parties after I the undersigned Notary have duly warned them of the importance of the truthfulness of such declarations.

This deed has been done, read and published after I, the undersigned Notary explained the contents thereof to the parties, in Malta, Zurriq, Emanuel Bugeja Street, in the premises named 'White Pearl'.

A certified true copy of the original

Dr. Karla Farrugia Cachia
Notary Public and Commissioner for Oaths
19, Conception Street, Zurriq ZRQ 3401 Malta
Mobile No. (356) 99460455
Email: karla2155@hotmail.com

00/05/2023

Notary Public of Malta.

GAP

"A"

GAP Luqa Limited

(registered in Malta as company number C.32225)
of "GAP Holdings Head Office", Triq Censu Xeni, Sliema

Extract from Board Meeting Minutes During a meeting of the Board of Directors of GAP Luqa Limited (hereinafter referred to as 'the Company'), it was resolved that –

- a) Paul Attard, married son of Grazio Attard and Mary nee Muscat born in Attard on 31st July 1975 and residing in [REDACTED] holder of Identity card numbered [REDACTED]

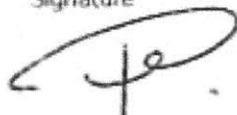
is to represent the Company on the public deeds, wherein the Company transfers or leases unto third parties the property Unnumbered Office with their accessory rights forming part of Block G the development known as 'Fairwinds', in Luqa.

In this respect the Company appointed representative is empowered to:

- a) Appear on the promise of sale and /or public deeds of transfer of the said properties.
- b) Receive the price and grant receipt.
- c) Warrant the peaceful possession and real enjoyment of the property transferred in favour of the Purchaser with a general hypothec on all its property, present and future, and wherein the Purchaser renounces to the right under section two thousand and sixteen (2016) of the Civil Code of Malta, to cause to be registered, as a further security, a special hypothec over the property of the Company.
- d) Give all such other warranties stipulated in terms of the said public deeds;
- e) Effect all such payments in favour of the banks and other lending institutions;
- f) Do all such other acts without any limitations which are or may be necessary, incidental and/or ancillary for the full and proper completion of the said transaction.

Here at Malta, today the 30th April 2023.

Signature



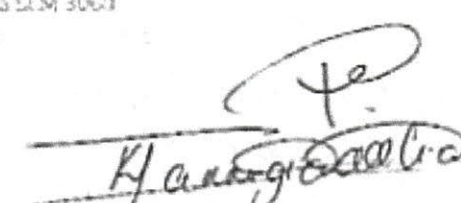
Paul Attard
Company Secretary

GAP Group P.L.C.
Reg. No. C75875

www.gap.com.mt

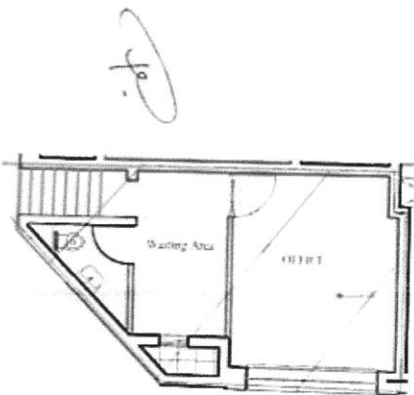
GAP Group
Censu Xeni, Sliema
Sliema SM 3000
Malta

✉ info@gap.com.mt
☎ +356 2327 1000



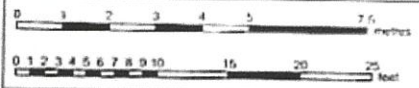
45
13

Handwritten signature

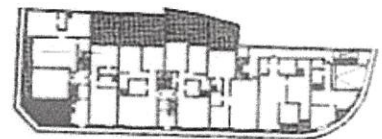


Handwritten signature
15 October

SCALE - 1:100



Notes:



Location Plan

- A/C PREP. POINT
- DOUBLE POLE SWITCH FOR A/C
- LIGHT POINT
- LOW POINT
- HIGH POINTS
- EXTERNAL LIGHT POINT
- CONSUMER UNIT
- COOKER PREP. POINT
- SINGLE SOCKET OUTLET
- DOUBLE SOCKET OUTLET
- TELEVISION POINT
- WATER POINT
- TELEPHONE POINT
- WATER HEATER POINT
- GAS PREP. POINT
- Water Tap
- Alarm PIR

Electrical Legend

Luqa Development
Zone B

Ground Floor Level
Office

Internal Net Floor Area: 24.3 sq.m.



GAP Holdings Head Office
Censu Scerri Street,
Tigne' Sliema SLM 15
Malta, Europe

Phone: (+356) 2327 1000
Fax: (+356) 2327 1210
Web: www.gap.com.mt

Dok B

DOKUMENT 3B

Lease agreement entered today the 1st February 2022

Between:

Of the first part Savienne Mallia, employed, holder of Identity Card Number [REDACTED] who is appearing hereon, for and on behalf of Garnet Investments Limited, a limited liability company registered in Malta, bearing Company Registration Number (C-25475), hereinafter referred to as the 'Lessor'.

AND

Of the second part Saviour Schembri holder of Maltese identity card number [REDACTED] residing at [REDACTED] who is appearing on his personal behalf hereinafter referred to as the 'Lessee'.

By virtue of this Agreement:

1. The Lessor hereby grants by title of lease to the Lessee, who accepts and by the same title of lease hereby acquire the shop unofficially numbered '1' situated in Triq Santa Margerita, Siggiewi, Malta, without the relative airspace, in its present state and condition, *tale quale*, hereinafter referred to as the 'Premises'.
2. The present Lease is being made and accepted for a period of one (1) year to be reckoned from the 1st February 2022 subject to the punctual payment by the Lessee of the rent herein stipulated.

The Lessor and the Lessee agree that the punctual payment of the rent herein stipulated is an essential condition for the automatic renewal of the Lease and in default of such punctual payment this Lease shall not be renewed as aforesaid. The acceptance by the Lessor of any rent payment effected in arrear shall ratify any such late payment entailing the extension of this Agreement for the relevant rental period and this without the necessity of any additional formality.

Any further extension or renewal of this Agreement beyond the first (1st) year herein contemplated shall require the execution of a further agreement in writing between the Parties.

 SS

3. In consideration for the Lease being granted in virtue of this Agreement the Lessee shall pay to the Lessor the rent in the amount of three euro and fifty cents (€3.50), exclusive of Value Added Tax, per day, inclusive of Sundays and public holidays.

Value Added Tax on the rent, if any, or any other tax, charge or levy chargeable on the rent, as may be in force from time to time, shall be at the sole and exclusive charge of the Lessee over and above the rent amount herein specified.

The yearly rent payable by the Lessee to the Lessor shall be in the amount of One thousand seven hundred seventy-seven euro and fifty cent (€1,277.50) excluding Value Added Tax, payable three (3) months in advance.

The Lessee is hereby paying the sum of Three hundred nineteen euro and thirty-eight cents (€319.38) representing the rent due hereon to the Lessor from 01st February 2022 till 30th April 2022, who accepts and tenders due receipt in terms of law.

4. The Lessee shall be allowed to use the Premises exclusively as an 'office. Any other use of the Premises unless expressly approved in writing by the Lessor shall be expressly prohibited.
5. The Lessee shall be responsible for obtaining all the necessary permits and/or licenses as may be required from time to time for the purposes of operating the Premises in terms of the preceding Clause of this Agreement.



All such operating licenses and/or permits as may be required for the operation of the Premises in terms of this Agreement, shall be issued and maintained in the name of the Lessor, whereas the Lessee may be indicated as a substitute licensee on any relevant licenses and/or permits where a substitute licensee is allowed. Should any license or permit be required at law to be issued in the name of the Lessee, upon the termination or sooner determination of this Agreement, the Lessee shall transfer to the Lessor (or a person appointed by the Lessor) any such license and/or permit as may be indicated by the Lessor to the Lessee. The Lessee undertakes to carry out any necessary formality required for such purpose. In default, the Lessee shall for the purposes of Clause 19 of this Agreement be deemed as not having returned the Premises with free and vacant possession to the Lessor.

All costs and expenses relative to any of the said permits and/or licenses, including the issue and maintenance thereof, shall be at the sole charge of the Lessee. Payments due in respect of this current year shall be shared between the Lessor and the Lessee *pro rata*.

6. The Lessee shall, in the operation of the Premises, comply with any applicable legal requirement in force from time to time.
7. The Lessee shall indemnify and hold the Lessor harmless with respect to any claims, loss, suit, liability, judgment, penalty or fine suffered by the Lessor, including attorney's fees and costs, based upon or related to any act or omission attributable to the Lessee, provided that the Lessor and the Lessee shall give immediate notice of any claim or suit made by any third party against them and shall afford the other party every opportunity to raise a proper defence to any such claim or suit.
8. The Lessee declares to have inspected the Premises the subject of this Agreement and further declares that the Premises' condition is to its satisfaction.
9. The Lessee will permit Lessor and his agents at all reasonable times during the term of the Lease hereof to inspect the entire Premises, after reasonable notice of such intention to inspect is duly given, and a mutually convenient appointment is made.



10. All forms of maintenance, repair and cleaning to the Premises shall be at the sole charge of the Lessee.
11. The Lessee shall not carry out any form of alteration to the Premises without the prior consent in writing of the Lessor.
12. All permanent improvements to the Premises proper made by the Lessee with the consent of the Lessor shall accede to the benefit of the Premises upon the termination of this Agreement and the Lessee shall have no right to claim compensation whatsoever. The Lessee shall, however, be entitled to remove any fixtures or fittings installed by them, the removal of which shall not cause damage to the premises. The Lessor shall be entitled to dispose, at the sole cost of the Lessee, of any fixtures or fittings which the Lessee may leave within the Premises upon the termination or sooner determination of this Agreement in such manner as the Lessor may determine in its absolute discretion.
13. Lessee shall not place, maintain, or permit any sign, awning, canopy, advertising matter, decoration, or lettering on any exterior wall, door, window or roof of the Premises without the prior written consent of the Lessor.
14. The Lessee shall not use the Premises or permit the Premises to be used in such a way as to be of a nuisance to third parties or otherwise breach the principles of good neighbourliness or for any activity which is not permitted by law.
15. The Lessee shall be responsible for obtaining and maintaining for the entire duration of this Agreement the following insurance policy:
 - i. A public liability insurance policy from a reputable insurance provider with a limit of indemnity of one hundred thousand euro (€100,000).



The Lessee shall procure that the Lessor is indicated as additional insured party on the said policies with a cross-liability clause and shall also procure that his interest in the said policies is duly noted therein. The Lessee shall procure that in each of the insurance policies referred to above the respective insurer shall waive any rights of subrogation or recourse which it may have against the Lessor in virtue of the said policies.

A copy of the said policies shall be delivered by the Lessee to the Lessor upon every issue or renewal thereof not later than five (5) days from such issue or renewal.

16. All charges that may become due from time to time in connection with any utilities installed within the Premises, including but not limited to water, electricity and telephone rentals and consumption charges, licenses and all taxes on operators of premises used for commercial purposes shall be at the sole charge of, and shall be punctually paid by the Lessee. Without prejudice to the foregoing, it is being agreed that the electricity supply to the Premises shall remain in the name of the Lessor who shall be entitled to install a water and electricity meter in the Premises.
17. The Lessee is debarred from assigning the lease or any right under this Agreement or otherwise subletting the Premises to third parties, or otherwise conveying the enjoyment of the Premises to third parties, whether in whole or in part, without having obtained the prior consent in writing of the Lessor.

Any change in the share capital of the Lessee or otherwise any change in the ownership or control of the Lessee conveying a majority share of such share capital, ownership or control, to a third party not being a present shareholder of the Lessee, or a spouse, lineal or collateral descendant of a present shareholder of the Lessee, shall be deemed to be a prohibited assignment for the purposes of the preceding paragraph.

18. In the event of any one of the following occurrences, namely:
 - a) Should Lessee be in default in the payment any amount due to the Lessor in terms of this Agreement.


5

- b) Should the Lessee through its actions or omissions cause any damage to the Premises.
- c) In general, should the Lessee be in breach of any one or more of the conditions of this Agreement.

And the Lessee does not pay the rent or otherwise does not remedy the breach within fifteen (15) days from a request by the Lessor sent by registered mail at the Lessee's last known address, then this Agreement shall at the option of the Lessor be terminated and the Premises shall revert to the Lessor whereas the Lessee shall not be entitled to any claim for compensation for improvements or for any cause whatsoever saving the right of the Lessor to claim any amounts due by the Lessee in respect of arrears of rent, damages actually caused to the Premises or otherwise.

- 19. Upon the termination or sooner determination of this Agreement, the Lessee shall promptly vacate the Premises and shall return the same to the Lessor with free and vacant possession. In default the Lessee shall incur a penalty for the mere delay in the amount of two thousand euro (€2,000) per day for each day of delay in favour of the Lessor, which penalty shall be increased by fifty percent (50%) annually. For the purposes of section 1122 of the Civil Code, the Lessor and the Lessee declare that the said penalty is being imposed for the mere delay on the part of the Lessee to comply with the said obligation and shall be without prejudice to any other right or claim which the Lessor may have against the Lessee.
- 20. The Lessee is hereby constituting himself in favour of the Lessor, who accepts, for the payment of any amount of rent, and any other monetary amount which may become due by the Lessee to the Lessor under the terms and provisions of this Agreement.
- 21. The Lessee is hereby renouncing to the right of preference which may be competent to it in terms of article 1590 et seq. of the Civil Code.
- 22. No estate agency fees are due on this Agreement.
- 23. The Lessor and the Lessee shall pay their respective legal advisers.



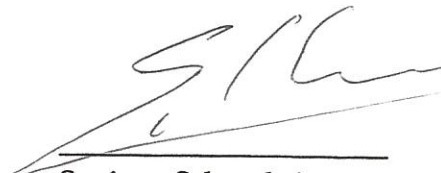
24. Each individual executing this Agreement represents and warrants that he has been fully empowered to execute this Agreement and that all necessary action to authorize execution of this Agreement by him has been taken.
25. This Agreement represents the entire agreement between the parties with respect to the matters contained herein. All prior agreements, representations, statements, negotiations, commitments and undertakings, whether written or oral, are superseded by this Agreement. Each Party warrants that it has not relied upon any prior agreements, representations, statements, negotiations, commitments or undertakings in entering into this Agreement.
26. No waiver, modification, renewal or extension of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver, modification, renewal or extension shall be offered or received in evidence in any proceeding, arbitration, or litigation between the Parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver, modification, renewal or extension is in writing, duly executed as aforesaid. The provisions of this Clause may not be waived except as herein set forth.
27. The waiver or forbearance or failure of the Lessor in insisting in any one or more instances upon the performance of any provisions of this Agreement shall not be construed as a waiver or relinquishment of their right to future performance of such provision and the Lessee's obligation in respect of such future performance shall continue in full force and effect.
28. Time shall be of the essence of this Agreement; both as regards the dates and periods mentioned and as regards any dates and periods which may be substituted for them by mutual agreement of the Parties.
29. All schedules and appendices to this Agreement, which are specifically referred to in the main body of this agreement and have been duly signed by the Parties hereto, shall be deemed as forming an integral part of this Agreement and shall be construed accordingly.



30. The Clauses of this Agreement are not severable, and should any one or more provisions be determined to be illegal or otherwise unenforceable, in whole or in part, the entire Agreement shall be dissolved *ipso jure* upon such determination and the Lessee shall vacate the Premises immediately and return possession of the same to the Lessor.
31. All other terms and conditions shall be in accordance with the relative provisions contained in the Maltese Civil Code regulating the Agreement of Lease.
32. This agreement is being signed in two (2) originals.



Savienne Mallia



Saviour Schembri



GROUP OF COMPANIES

'Il-Maxtura', Madliena Road, Madliena, Malta SWQ1017

Tel: +356 21371305 Fax: +356 21385486 E-mail:

ac@acgroupmalta.com

10th November 2022

I, the undersigned Savienne Mallia holder of identity card number [REDACTED] on behalf of Garnet Investments Ltd is hereby receiving from Saviour Schembri the sum of €319.38 (Three hundred nineteen euro and thirty eight cents) representing the rent due on Shop 1, situated at The Oaks, Triq Santa Margerita, Siggiewi covering the rent period 01-11-2022 till 31-01-2023.

A handwritten signature in black ink, appearing to read 'Savienne Mallia'.

Savienne Mallia



GROUP OF COMPANIES

'Il-Maxtura', Madliena Road, Madliena, Malta SWQ1017

Tel: +356 21371305 Fax: +356 21385486 E-mail:

ac@acgroupmalta.com

10th August 2022

I, the undersigned Savienne Mallia holder of identity card number [REDACTED] on behalf of Garnet Investments Ltd is hereby receiving from Saviour Schembri the sum of €319.38 (Three hundred nineteen euro and thirty eight cents) representing the rent due on Shop 1, situated at The Oaks, Triq Santa Margerita, Siggiewi covering the rent period 01-08-2022 till 31-10-2022.

A handwritten signature in dark ink, appearing to read 'Savienne Mallia', is written over a horizontal line.

Savienne Mallia



GROUP OF COMPANIES

'Il-Maxtura', Madliena Road, Madliena, Malta SWQ1017

Tel: +356 21371305 Fax: +356 21385486 E-mail:

ac@acgroupmalta.com

6th May 2022

I, the undersigned Savienne Mallia holder of identity card number [REDACTED] on behalf of Garnet Investments Ltd is hereby receiving from Saviour Schembri the sum of €319.38 (Three hundred nineteen euro and thirty eight cents) representing the rent due on Shop 1, situated at The Oaks, Triq Santa Margerita, Siggiewi covering the rent period 01-05-2022 till 31-07-2022.

A handwritten signature in black ink, appearing to read 'Savienne Mallia', written over a horizontal line.

Savienne Mallia



GROUP OF COMPANIES

'Il-Maxtura', Madliena Road, Madliena, Malta SWQ1017

Tel: +356 21371305 Fax: +356 21385486 E-mail:

ac@acgroupmalta.com

4th February 2022

I, the undersigned Savienne Mallia holder of identity card number [REDACTED] on behalf of Garnet Investments Ltd is hereby receiving from Saviour Schembri the sum of €319.38 (Three hundred nineteen euro and thirty eight cents) representing the rent due on Shop 1, situated at The Oaks, Triq Santa Margerita, Siggiewi covering the rent period 01-02-2022 till 30-04-2022.

A handwritten signature in black ink, appearing to read 'Savienne Mallia', written over a horizontal line.

Savienne Mallia

Lease agreement entered today the 1st February 2023

Between:

Of the first part Savienne Mallia, employed, holder of Identity Card Number [REDACTED] who is appearing hereon, for and on behalf of Garnet Investments Limited, a limited liability company registered in Malta, bearing Company Registration Number (C-25475), hereinafter referred to as the 'Lessor'.

AND



Of the second part Saviour Schembri holder of Maltese identity card number [REDACTED] residing at [REDACTED] who is appearing on his personal behalf hereinafter referred to as the 'Lessee'.

By virtue of this Agreement:

1. The Lessor hereby grants by title of lease to the Lessee, who accepts and by the same title of lease hereby acquire the shop unofficially numbered '1' situated in Triq Santa Margerita, Siggiewi, Malta, without the relative airspace, in its present state and condition, *tale quale*, hereinafter referred to as the 'Premises'.
2. The present Lease is being made and accepted for a period of one (1) year to be reckoned from the 1st February 2023 subject to the punctual payment by the Lessee of the rent herein stipulated.

The Lessor and the Lessee agree that the punctual payment of the rent herein stipulated is an essential condition for the automatic renewal of the Lease and in default of such punctual payment this Lease shall not be renewed as aforesaid. The acceptance by the Lessor of any rent payment effected in arrear shall ratify any such late payment entailing the extension of this Agreement for the relevant rental period and this without the necessity of any additional formality.

Any further extension or renewal of this Agreement beyond the first (1st) year herein contemplated shall require the execution of a further agreement in writing between the Parties.

 1 

3. In consideration for the Lease being granted in virtue of this Agreement the Lessee shall pay to the Lessor the rent in the amount of three euro and fifty cents (€3.50), exclusive of Value Added Tax, per day, inclusive of Sundays and public holidays.

Value Added Tax on the rent, if any, or any other tax, charge or levy chargeable on the rent, as may be in force from time to time, shall be at the sole and exclusive charge of the Lessee over and above the rent amount herein specified.

The yearly rent payable by the Lessee to the Lessor shall be in the amount of One thousand seven hundred seventy-seven euro and fifty cent (€1,277.50) excluding Value Added Tax, payable three (3) months in advance.

The Lessee is hereby paying the sum of Three hundred nineteen euro and thirty-eight cents (€319.38) representing the rent due hereon to the Lessor from 01st February 2023 till 31st April 2023, who accepts and tenders due receipt in terms of law.

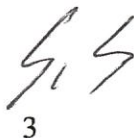
4. The Lessee shall be allowed to use the Premises exclusively as an 'office. Any other use of the Premises unless expressly approved in writing by the Lessor shall be expressly prohibited.
5. The Lessee shall be responsible for obtaining all the necessary permits and/or licenses as may be required from time to time for the purposes of operating the Premises in terms of the preceding Clause of this Agreement.

Handwritten signature and initials in black ink.

All such operating licenses and/or permits as may be required for the operation of the Premises in terms of this Agreement, shall be issued and maintained in the name of the Lessor, whereas the Lessee may be indicated as a substitute licensee on any relevant licenses and/or permits where a substitute licensee is allowed. Should any license or permit be required at law to be issued in the name of the Lessee, upon the termination or sooner determination of this Agreement, the Lessee shall transfer to the Lessor (or a person appointed by the Lessor) any such license and/or permit as may be indicated by the Lessor to the Lessee. The Lessee undertakes to carry out any necessary formality required for such purpose. In default, the Lessee shall for the purposes of Clause 19 of this Agreement be deemed as not having returned the Premises with free and vacant possession to the Lessor.

All costs and expenses relative to any of the said permits and/or licenses, including the issue and maintenance thereof, shall be at the sole charge of the Lessee. Payments due in respect of this current year shall be shared between the Lessor and the Lessee *pro rata*.

6. The Lessee shall, in the operation of the Premises, comply with any applicable legal requirement in force from time to time.
7. The Lessee shall indemnify and hold the Lessor harmless with respect to any claims, loss, suit, liability, judgment, penalty or fine suffered by the Lessor, including attorney's fees and costs, based upon or related to any act or omission attributable to the Lessee, provided that the Lessor and the Lessee shall give immediate notice of any claim or suit made by any third party against them and shall afford the other party every opportunity to raise a proper defence to any such claim or suit.
8. The Lessee declares to have inspected the Premises the subject of this Agreement and further declares that the Premises' condition is to its satisfaction.
9. The Lessee will permit Lessor and his agents at all reasonable times during the term of the Lease hereof to inspect the entire Premises, after reasonable notice of such intention to inspect is duly given, and a mutually convenient appointment is made.


3

10. All forms of maintenance, repair and cleaning to the Premises shall be at the sole charge of the Lessee.
11. The Lessee shall not carry out any form of alteration to the Premises without the prior consent in writing of the Lessor.
12. All permanent improvements to the Premises proper made by the Lessee with the consent of the Lessor shall accede to the benefit of the Premises upon the termination of this Agreement and the Lessee shall have no right to claim compensation whatsoever. The Lessee shall, however, be entitled to remove any fixtures or fittings installed by them, the removal of which shall not cause damage to the premises. The Lessor shall be entitled to dispose, at the sole cost of the Lessee, of any fixtures or fittings which the Lessee may leave within the Premises upon the termination or sooner determination of this Agreement in such manner as the Lessor may determine in its absolute discretion.
13. Lessee shall not place, maintain, or permit any sign, awning, canopy, advertising matter, decoration, or lettering on any exterior wall, door, window or roof of the Premises without the prior written consent of the Lessor.
14. The Lessee shall not use the Premises or permit the Premises to be used in such a way as to be of a nuisance to third parties or otherwise breach the principles of good neighbourliness or for any activity which is not permitted by law.
15. The Lessee shall be responsible for obtaining and maintaining for the entire duration of this Agreement the following insurance policy:
 - i. A public liability insurance policy from a reputable insurance provider with a limit of indemnity of one hundred thousand euro (€100,000).

Two handwritten signatures in black ink. The first signature is a stylized cursive script, and the second is a more angular, blocky cursive script.


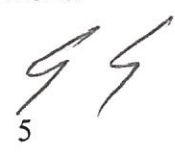
The Lessee shall procure that the Lessor is indicated as additional insured party on the said policies with a cross-liability clause and shall also procure that his interest in the said policies is duly noted therein. The Lessee shall procure that in each of the insurance policies referred to above the respective insurer shall waive any rights of subrogation or recourse which it may have against the Lessor in virtue of the said policies.

A copy of the said policies shall be delivered by the Lessee to the Lessor upon every issue or renewal thereof not later than five (5) days from such issue or renewal.

16. All charges that may become due from time to time in connection with any utilities installed within the Premises, including but not limited to water, electricity and telephone rentals and consumption charges, licenses and all taxes on operators of premises used for commercial purposes shall be at the sole charge of, and shall be punctually paid by the Lessee. Without prejudice to the foregoing, it is being agreed that the electricity supply to the Premises shall remain in the name of the Lessor who shall be entitled to install a water and electricity meter in the Premises.
17. The Lessee is debarred from assigning the lease or any right under this Agreement or otherwise subletting the Premises to third parties, or otherwise conveying the enjoyment of the Premises to third parties, whether in whole or in part, without having obtained the prior consent in writing of the Lessor.

Any change in the share capital of the Lessee or otherwise any change in the ownership or control of the Lessee conveying a majority share of such share capital, ownership or control, to a third party not being a present shareholder of the Lessee, or a spouse, lineal or collateral descendant of a present shareholder of the Lessee, shall be deemed to be a prohibited assignment for the purposes of the preceding paragraph.

18. In the event of any one of the following occurrences, namely:
 - a) Should Lessee be in default in the payment any amount due to the Lessor in terms of this Agreement.

 
5

- b) Should the Lessee through its actions or omissions cause any damage to the Premises.
- c) In general, should the Lessee be in breach of any one or more of the conditions of this Agreement.

And the Lessee does not pay the rent or otherwise does not remedy the breach within fifteen (15) days from a request by the Lessor sent by registered mail at the Lessee's last known address, then this Agreement shall at the option of the Lessor be terminated and the Premises shall revert to the Lessor whereas the Lessee shall not be entitled to any claim for compensation for improvements or for any cause whatsoever saving the right of the Lessor to claim any amounts due by the Lessee in respect of arrears of rent, damages actually caused to the Premises or otherwise.

- 19. Upon the termination or sooner determination of this Agreement, the Lessee shall promptly vacate the Premises and shall return the same to the Lessor with free and vacant possession. In default the Lessee shall incur a penalty for the mere delay in the amount of two thousand euro (€2,000) per day for each day of delay in favour of the Lessor, which penalty shall be increased by fifty percent (50%) annually. For the purposes of section 1122 of the Civil Code, the Lessor and the Lessee declare that the said penalty is being imposed for the mere delay on the part of the Lessee to comply with the said obligation and shall be without prejudice to any other right or claim which the Lessor may have against the Lessee.
- 20. The Lessee is hereby constituting himself in favour of the Lessor, who accepts, for the payment of any amount of rent, and any other monetary amount which may become due by the Lessee to the Lessor under the terms and provisions of this Agreement.
- 21. The Lessee is hereby renouncing to the right of preference which may be competent to it in terms of article 1590 et seq. of the Civil Code.
- 22. No estate agency fees are due on this Agreement.
- 23. The Lessor and the Lessee shall pay their respective legal advisers.



24. Each individual executing this Agreement represents and warrants that he has been fully empowered to execute this Agreement and that all necessary action to authorize execution of this Agreement by him has been taken.
25. This Agreement represents the entire agreement between the parties with respect to the matters contained herein. All prior agreements, representations, statements, negotiations, commitments and undertakings, whether written or oral, are superseded by this Agreement. Each Party warrants that it has not relied upon any prior agreements, representations, statements, negotiations, commitments or undertakings in entering into this Agreement.
26. No waiver, modification, renewal or extension of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver, modification, renewal or extension shall be offered or received in evidence in any proceeding, arbitration, or litigation between the Parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver, modification, renewal or extension is in writing, duly executed as aforesaid. The provisions of this Clause may not be waived except as herein set forth.
27. The waiver or forbearance or failure of the Lessor in insisting in any one or more instances upon the performance of any provisions of this Agreement shall not be construed as a waiver or relinquishment of their right to future performance of such provision and the Lessee's obligation in respect of such future performance shall continue in full force and effect.
28. Time shall be of the essence of this Agreement; both as regards the dates and periods mentioned and as regards any dates and periods which may be substituted for them by mutual agreement of the Parties.
29. All schedules and appendices to this Agreement, which are specifically referred to in the main body of this agreement and have been duly signed by the Parties hereto, shall be deemed as forming an integral part of this Agreement and shall be construed accordingly.



Handwritten signature and initials.

30. The Clauses of this Agreement are not severable, and should any one or more provisions be determined to be illegal or otherwise unenforceable, in whole or in part, the entire Agreement shall be dissolved *ipso jure* upon such determination and the Lessee shall vacate the Premises immediately and return possession of the same to the Lessor.
31. All other terms and conditions shall be in accordance with the relative provisions contained in the Maltese Civil Code regulating the Agreement of Lease.
32. This agreement is being signed in two (2) originals.



Savienne Mallia



Saviour Schembri



GROUP OF COMPANIES

'Il-Maxtura', Madliena Road, Madliena, Malta SWQ1017

Tel: +356 21371305 Fax: +356 21385486 E-mail:

ac@acgroupmalta.com

6th February 2023

I, the undersigned Savienne Mallia holder of identity card number [REDACTED] on behalf of Garnet Investments Ltd is hereby receiving from Saviour Schembri the sum of €319.38 (Three hundred nineteen euro and thirty eight cents) representing the rent due on Shop 1, situated at The Oaks, Triq Santa Margerita, Siggiewi covering the rent period 01-02-2023 till 31-04-2023.

A handwritten signature in dark ink, appearing to read 'Savienne Mallia', is written over a horizontal line.

Savienne Mallia



GROUP OF COMPANIES

'Il-Maxtura', Madliena Road, Madliena, Malta SWQ1017

Tel: +356 21371305 Fax: +356 21385486 E-mail:

ac@acgroupmalta.com

4th May 2023

I, the undersigned Savienne Mallia holder of identity card number [REDACTED] on behalf of Garnet Investments Ltd is hereby receiving from Saviour Schembri the sum of €319.38 (Three hundred nineteen euro and thirty eight cents) representing the rent due on Shop 1, situated at The Oaks, Triq Santa Margerita, Siggiewi covering the rent period 01-05-2023 till 31-07-2023.

A handwritten signature in black ink, appearing to read 'Savienne Mallia', written over a horizontal line.

Savienne Mallia

43A

DOKUMENT 3Ċ

Dok D



Minuti 322

BOARD MEETING – 230110

Dr John Vassallo – Chairman
Dr Ernest Azzopardi – Deputy Chairman
Dr Lauren Ellul
Dr Maria Cardona
Perit Joseph Scalpello
Perit Odette Lewis
Hon Rebekah Borg
Sur Paul Mifsud
Roberta Albanese Dalli – Board Secretary
Robert Vella – CEO

Valuation Committee – Valuations

17. A4581/1997 – Site at Triq Is-Saghtar u Triq il-Migbha tal-Qortin, Mellicha.

Il-Bord ghandu jinnota l-valutazzjoni.

Il-Bord japprova l-valutazzjoni riveduta.

Ms. Roberta Albanese Dalli
Board Secretary
Lands Authority

11.01.23

41A

Valuation Analysis Report

Date: 22 December 2022

Prepared by: Josef Agius



Section 1: Property Details	
Property Address	Site at Triq is-Saghtar u Triq il-Migbha, within the area known as tal-Qortin, limits of Mellieha.
File Number	P.D. Number
A4581/1997	2021_0437_C
Site Area in m ²	3,908m ²
Site Constraints	30% of the site must be left as a landscaped public open space as part of the site's comprehensive development requirement

Section 2: Assignment Details & Engaged Architects	
Assignment Details	Perpetual Revisbale emphyteusis redeemable on the lapse of the 15 years.
Engaged Architects	Robert Fenech, David Felice, Samuel Formosa
Assistance required in terms of para 2, Article 79 of CAP 573	Notary Dr David Joseph Borg

Section 3: Technical Expert Review	
Remarks	<p>The valuation was already approved in Valuations Committee meeting 23. The case is being resubmitted due to the revised value resulting from the increase in the footprint area of the site.</p> <p>The original valuation dealt with a site area of 3,674m², and an estimated freehold value of €9,200,000.00 resulting in a rate of €2,504.08/m²</p>

41A

Comparative Analysis	<p>Estate Agents Advertisements for plots in Mellieha: Area: 675m², Price: €3,500,000, Oyster Real Estate. Area: 500m², Price: €1,700,000, Marketplace. Area: 220m², Price: €905,000, Marketplace.</p> <p>Notarial Searches for Contracts of Sale: House in Triq Frangisk Zahra, Site Area: 107m², Price: €400,000, Contract Date: House in Triq il-Modd, Site Area: 196m², Price: €375,000, Contract Date: 06/12/2021 Maisonette and overlying airspace in Triq il-Migbħa, Site Area: 189m², Price: €350,000, Contract Date: 25/06/2019</p>		
Planning Policies	<p>North West Local Plan - NWLP Land Allocation for Residential Development - Policy NWML 2 Main points: Comprehensive development stipulated 30% of site area to be retained as a public open space Maximum 500m² commercial areas (retail, Class 4, Use Classes Order 1994) spread over a minimum of 5 retail outlets Parking provision within the site Building Height Limit of 3 floors Public streets indicated in the Temporary Provisions Scheme can be removed or altered provided the buildings have a street access</p> <p>Following clarification with the Planning Authority it was established that: the street alignment indicated on the original property drawing was no longer valid the site under consideration can only be developed in conjunction with the other areas in the site indicated in brown in the local plan</p> <p>As regards the height limit, due to the surrounding buildings being schemed as three floors and 3 courses semi-basement, with an effective height limit of 17.5m, the valuers assumed that such a height limit applies to the site under consideration.</p>		
Freehold Value/Value of Compensation	€9,786,700	Rate/m²	€2,504/m ²
Groundrent/Rent/Redemption price	€279,620	Rate/m²	€72m ²
Missing items	Nil		
Technical flaws found in Valuation report	None identified		
Recommendation	Grant Clearance to proceed		

41A

Section 4: Valuations Committee Review			
Valuations Committee No	VC36	Date	21 December 2022
Attendees	Paul Mifsud (Board Member), Cleavan Tabone (Board Member), Josef Agius (Senior Manager - Valuations), Stefan Scotto (Senior Architect and Civil Engineer)		
Valuations Committee Decision	The Valuations Committee has reviewed the revised valuation, considered it to be technically correct and agreed with the recommendation made by Perit Stefan Scotto. Despite the fact that the previous valuation had already obtained the CAO and BoG clearances and that the required revisions were of a very minor nature, the VC decided that it would be best if the revised valuation is again forwarded to the CAO and the BoG as per standard procedures.		

Section 5: Valuations Committee Follow Up			
Valuations Committee No		Date	
Attendees			
Valuations Committee Decision	N/A		

Section 6: CAO's Office review	
Date:	22 December 2022
<p>Internal Audit Directorate,</p> <p>Kindly note that following further investigations it transpired that there was a portion of government owned land that was still unregistered and that could be disposed of. The revised property drawing may be found at min 32. For this reason, the valuation that was originally approved by the VC, the IAD and the BoG and that may be found at Red 76 in physical file had to be revised to reflect the difference in the area. The most recent version of the valuation may be found at min 37 in Lemis V2. It has been approved by the Valuations Committee who thought that it would be best to undergo the whole verification process all over again. The VC's decision at min 38 refers. You may wish to grant the necessary clearances emanating from Article 19(10)(c) of CAP 563 or otherwise, so that the case may subsequently proceed to the BoG as per standard procedures. TY.</p> <p>Copy of min 40 from Lemis V2:</p> <p>Id-Direttorat għall-Awditjar Intern u Investigazzjonijiet fi hdan l-Awtorita' tal-Artijiet ra l-kontenut tal-faxxikolu relattiv u ma rrizultawx irregolaritajiet fil-proċess innifsu.</p>	

5A



Minuti 309

BOARD MEETING – 220913

Dr John Vassallo - Chairman
Dr Ernest Azzopardi – Deputy Chairman
Perit Joseph Scalpello
Dr Lauren Ellul
Dr Maria Cardona
Onor Alex Muscat
Onor Rebekah Cilia
Perit Cleavon Tabone
Sur Paul Mifsud
Roberta Albanese Dalli – Board Secretary

Prezenti: Sur Robert Vella - CEO

Valuation Committee – Valuations

- ii. **A4581/1997 – Site at Triq is-Saghtar u Triq il-Migbha, within the area known as tal-Qortin, limits of Mellicha.**

Il-Bord innota l-eżercizzju li sar mill-Valuations Committee u qed japprova r-rakkomandazzjonijiet tal-istess Kumitat inkluz in rigward tal-freehold value tas-sit involut.

Ms. Roberta Albanese Dalli
Board Secretary
Lands Authority

13.09.22



22 ta' Awwissu 2024

L-Onor. Silvio Schembri
Ministru għall-Ekonomija, l-Intrapriża
u Proġetti Strateġiċi

Bl-email fuq silvio.schembri@gov.mt

Onorevoli Ministru,

**Każ K/047 dwar l-aċċettazzjoni ta' benefiċċji
fil-forma ta' uffiċċji tal-kostitwenza**

Nirreferi għall-ittra ta' dan l-Uffiċċju tad-19 ta' April 2023 dwar is-suġġett li
jidher fuq, u r-risposta tiegħek tat-18 ta' Mejju 2023 (kopji annessi).

B'riferenza għall-uffiċċju tiegħek fi Triq Ġeraldu Spiteri, Ғal Luqa, inti mitlub:

- (a) tinformani kemm ilu jintuża minnek;
- (b) tipprovdi kopja tal-konvenju u kwalunkwe estensjoni tiegħu; u
- (c) tipprovdi kopja tal-irċevuta mibgħuta lilek mill-Uffiċċju tal-Kummissarju
tat-Taxxi wara li sar il-konvenju.

B'riferenza għall-uffiċċju tiegħek fi Triq Santa Margerita, is-Siġġiewi, inti mitlub
tipprovdi kopji tal-kuntratti tal-kera għaž-żmien kollu li ilek tikrih qabel l-1 ta'
Frar 2022.

Gentilment mitlub tipprovdi l-informazzjoni mitluba mhux aktar tard mill-
Ġimgħa 20 ta' Settembru 2024. Aktar tard tista' tintalab tikkonferma l-veraċità
ta' din l-informazzjoni bil-ġurament.

Insellimlek,

Prim Imħallef Emeritu Joseph Azzopardi
Kummissarju għall-Istandards fil-Ħajja Pubblika



OFFICE OF
THE COMMISSIONER
FOR REVENUE

Notifika ta' Kunvenju
Promise of Sale Notification

46, Triq il-Merkanti, Valletta, Malta
Tel: 21220481, 22998100
Email: capitaltransfers.cfr@gov.mt

Nutar/a
Notary

ATTARD JEAN PIERRE
CENTRAL BUSINESS CENTRE
LEVEL 2 SUITE 1, MDINA RD
ZEBBUG

Kunvenju Numru PS202200473
Promise of Sale No.

Data 12/01/2022
Date

Notary File No: P-0104/449

We hereby confirm that we have been notified of the promise of sale agreement entered into by GAP LUQA LIMITED and ZF LTD, in the presence of witness ATTARD JEAN PIERRE regarding the transfer of property OFFICE WITHOUT NUMBER FAIRWINDS BLOCK G, TRIQ GERALDU SPITERI CORNER WITH, TRIQ GORG ZAHRA, LUQA, dated 15/12/2021.

The promise of sale is valid up to 30/06/2022. The value of the sale is 180,000.00, and duty of 1,800.00 has already been provisionally paid (ref: 835849).

Please keep this letter of notification.

Josette Galdes
Direttur (Taxxa fuq il-Proprieta') għall-Kummissarju tat-Taxxi
Director (Property Tax) f/Commissioner for Revenue

129 LUQA

17-12-2021

11:49:48

Draft No.

641921

Ordering **ZF LTD**
Customer **[REDACTED]**
LUQA, MALTABeneficiary **GAP LUQA LIMITED**
Amount **EUR 18,000.00**004521
004591

Funding Currency	EUR	Rate	1
Funding Amount	EUR		18,000.00
Charges	EUR		5.00
Other Charges	EUR		0.00
TOTAL	EUR		18,005.00

Draft drawn on **Bank of Valletta p.l.c.**

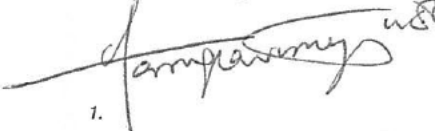
Rate reference :

Rate Table no : **FJB2135103920249**

Difference in domestic currency due to customer :

In reimbursement **BC ISSUE AGAINST ACCOUNT**
[REDACTED]

Bank authorised signatory/ies

1. 2. 

129 LUQA

17-12-2021

11:47:12

Draft No.

641922

Ordering **ZF LTD**
Customer **[REDACTED]**
LUQA, MALTABeneficiary **CFR**
Amount **EUR 1,800.00**004521
004521

Funding Currency	EUR	Rate	1
Funding Amount	EUR		1,800.00
Charges	EUR		5.00
Other Charges	EUR		0.00
TOTAL	EUR		1,805.00

Draft drawn on **Bank of Valletta p.l.c.**

Rate reference :

Rate Table no : **FJB2135103920661**

Difference in domestic currency due to customer :

In reimbursement **BC ISSUE AGAINST ACCOUNT**
[REDACTED]

Bank authorised signatory/ies

1. 2. 



29 ta' Ottubru 2024

L-Onor. Silvio Schembri
Ministru għall-Ekonomija, l-Intrapriża
u Proġetti Strateġiċi

Bl-email fuq silvio.schembri@gov.mt

Onorevoli Ministru,

**Każ K/047 dwar l-aċċettazzjoni ta' benefiċċji
fil-forma ta' uffiċċji tal-kostitwenza**

Nirreferi għall-ittra tiegħi tat-22 ta' Awwissu 2024 (kopja annessa), fejn inti ġejt mitlub:

- (a) tinformani kemm ilu jintuża minnek l-uffiċċju tiegħek fi Triq Ġeraldu Spiteri, 14 Luqa;
- (b) tipprovdi kopja tal-konvenju ta' din il-propjetà u kwalunkwe estensjoni tiegħu;
- (c) tipprovdi kopja tal-irċevuta mibgħuta lilek mill-Uffiċċju tal-Kummissarju tat-Taxxi wara li sar dan il-konvenju; u
- (d) tipprovdi kopji tal-kuntratti tal-kera tal-uffiċċju tiegħek fi Triq Santa Margerita, is-Sigġiewi, għaż-żmien kollu li ilek tikrih qabel l-1 ta' Frar 2022.

Fit-8 ta' Ottubru 2024 inti pprovdejtli kopja ta' ittra datata 12 ta' Jannar 2022 mingħand l-uffiċċju tal-Kummissarju tat-Taxxi, flimkien ma' kopji ta' żewġ bank drafts. Dawn id-dokumenti jissodisfaw it-talba (ċ).

Filwaqt li nirringrazzak ta' dawn id-dokumenti, inti gentilment mitlub tipprovdi d-dokumentazzjoni dwar (a), (b) u (d) kemm jista' jkun malajr.

Insellimlek,

Prim Imħallef Emeritu Joseph Azzopardi
Kummissarju għall-Istandards fil-Ħajja Pubblika

From: [Schembri Silvio at MEEP](#)
To: [Charles Polidano - Office of the Commissioner for Standards in Public Life](#)
Cc: [Joseph Azzopardi - Commissioner for Standards in Public Life](#)
Subject: Re: Każ K/047: Aċċettazzjoni ta' benefiċċji fil-forma ta' uffiċċji tal-kostitwenza
Date: Sunday, 3 November 2024 18:05:17

Għażiż Kumissarju,
Nixtieq nikkonferma li fit-8 ta' Ottubru provdejtlek kopja tal-konvenju kif ukoll l-irċevuta ta' l-istess konvenju rreġistrat, li għalhekk tissodisfa t-talba tiegħek skont il-Punt B. Dwar it-talba relatata mal-Punt A, bdejt nuża dan l-uffiċċju f'tit qabel l-elezzjoni ġenerali ta' 2022.

Rigward il-Punt D, kif diġà ġie spjegat f'ittra preċedenti, l-uffiċċju in kwistjoni ilu jintuża minni snin twal qabel kont nominat Ministru jew Segretarju Parlamentari. Kont nikrih b'kirja antika fuq bażi annwali, sena b'sena, u għalhekk kont inżomm biss kopja tal-kirja attwali u l-aktar l-aktar dik ta' sena qabel. Dawn il-kopji diġà ġew provduti lill-uffiċċju tiegħek.

Jiena għadni lest għal kull kjarifika ulterjuri jekk ikun hemm bżonn.

Tislijiet

Silvio Schembri
Minister

t +356 22209500 www.economy.gov.mt

Kindly consider your environmental responsibility before printing this e-mail



MINISTRY FOR THE ECONOMY, ENTERPRISE AND
STRATEGIC PROJECTS

PALAZZO ZONDADARI, MERCHANTS STREET,
VALLETTA, MALTA

From: Charles Polidano - Office of the Commissioner for Standards in Public Life
<charles.polidano@standardscommissioner.mt>
Date: Tuesday, 29 October 2024 at 13:31
To: Silvio Schembri <silvio.schembri@gov.mt>
Subject: FW: Każ K/047: Aċċettazzjoni ta' benefiċċji fil-forma ta' uffiċċji tal-kostitwenza

CAUTION: This email originated from OUTSIDE the Government Email Infrastructure. DO NOT CLICK LINKS or OPEN attachments unless you recognise the sender and know the content is safe.

Onor Ministru Schembri

Ġentilment mitlub tara l-ittra annessa, li hija mingħand il-Kummissarju għall-Istandards.

Nirringrazzjak,
Charles Polidano



Charles Polidano
Director General
Office of the Commissioner for Standards in Public Life
Tel: +356 2726 9593 Web: <https://standardscommissioner.mt/>

From: Charles Polidano - Office of the Commissioner for Standards in Public Life
Sent: 23 September 2024 09:13
To: Schembri Silvio at MEEP <silvio.schembri@gov.mt>
Subject: RE: Każ K/047: Aċċettazzjoni ta' benefiċċji fil-forma ta' uffiċċji tal-kostitwenza

Onor Ministru Schembri

Irreferejt il-messaġġ tiegħek lill-Kummissarju, li laqa' t-talba tiegħek għal estensjoni ta' gimghatejn. Għalhekk inti ġentilment mitlub tibgħat ir-risposta tiegħek sat-Tnejn 7 ta' Ottubru.

Nirringrazzjak,
Charles Polidano



Charles Polidano
Director General
Office of the Commissioner for Standards in Public Life
Tel: +356 2726 9593 Web: <https://standardscommissioner.mt/>

From: Schembri Silvio at MEEP <silvio.schembri@gov.mt>
Sent: 21 September 2024 13:21
To: Charles Polidano - Office of the Commissioner for Standards in Public Life
<charles.polidano@standardscommissioner.mt>
Subject: Re: Każ K/047: Aċċettazzjoni ta' benefiċċji fil-forma ta' uffiċċji tal-kostitwenza

Sur Polidano

Bhalissa ninsab msiefer fuq xoghol, nitolbok ittini hmistax cans ohra sabiex nkun Malta u nfittex l-informazzjoni li tlabtni.

Tislijiet

Hon Silvio Schembri
Minister for the Economy, Enterprise and Strategic Projects

On 22 Aug 2024, at 2:20 PM, Charles Polidano - Office of the Commissioner for Standards in Public Life <charles.polidano@standardscommissioner.mt> wrote:

CAUTION: This email originated from OUTSIDE the Government Email Infrastructure. DO NOT CLICK LINKS or OPEN attachments unless you recognise the sender and know the content is safe.

Onor Silvio Schembri
Ministru għall-Ekonomija, l-Intrapriża u Proġetti Strateġiċi

Ġentilment mitlub tara l-ittra annessa, li hija mingħand il-Kummissarju għall-Istandards fil-Ħajja Pubblika.

Nirringrazzjak,
Charles Polidano

<image001.jpg>

Charles Polidano
Director General
Office of the Commissioner for Standards in Public Life
Tel: +356 2726 9593 Web: <https://standardscommissioner.mt/>

<Letter to Minister Silvio Schembri 2024-08-22.pdf>

Għażiż Kummissarju għall-Istandards fil-Hajja Pubblika,

Tista' ssib meħmuża kopja tal-konvenju u r-rekords rispettivi tal-ħlasijiet bankarji relatati max-xiri tal-uffiċċju tiegħi f'Hal Luqa. Kif tista' tinnota, il-konvenju għe rreġistrat fil-15 ta' Diċembru 2021, jiġifieri diversi xhur qabel l-elezzjoni ġenerali u **kwazi erba' xhur qabel ma nhtart Ministru responsabbli għall-artijiet għall-ewwel darba.**

Dan, flimkien mar-raġunijiet l-oħra elenkati fil-korrispondenza preċedenti tiegħi, jipprovdi provi ċari u fattwali li dan l-uffiċċju mhux xi benefiċċju minn xi hadd lili, iżda jien xtratjt u ħallast għalih personalment permezz ta' transazzjoni bankarja li kopja tagħha diga tajta lil uffiċċju tiegħek. Għalhekk ma jista qatt jkun hemm xi forma ta' obligazzjoni minn naħa tiegħi lejn xi hadd.

Barra minn hekk, huwa evidenti li ma jistax ikun hemm, taħt l-ebda forma ta' immaginazzjoni, allegazzjoni ta' kunflitt jew compromess bejn ix-xiri ta' dan l-uffiċċju u r-responsabbiltajiet tiegħi bhala Ministru għall-artijiet, speċjalment meta wiehed iqis li l-ftehim tax-xiri sar xhur qabel ma ġejt appuntat Ministru responsabbli mil-artijiet għall-ewwel darba.

Jien nibqa' disponibbli sabiex tikkuntattjani jekk ikun hemm bżonn ta' xi kjarifiki oħra sabiex din l-investigazzjoni tingħalaq fl-iqsar żmien possibbli.

Tislijiet,



Onor Silvio Schembri



This, the fifteenth of December of the year two thousand and twenty one (15/12/2021)

An agreement entered into between:


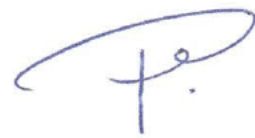
Of the first part: Paul Attard, Director son of Grazio and Mary nee' Muscat born in Attard and residing at [REDACTED] holder of identity card number [REDACTED], who is appearing hereon, for and on behalf of the limited liability company **Gap Luqa Limited** (Reg. No. C 32225) having its registered address at "GAP Head Office", Censu Scerri Street, Sliema, and this as duly authorized in virtue of the attached resolution of the board of directors marked as Doc A ; hereinafter referred to, as the "*vendor and/or the company*".

And of the second part:

Jacqueline Grech, accountant, married, daughter of the late Joseph Mallia and Maria Concetta nee Sammut born in Qormi (06/05/1970) and residing at [REDACTED] Malta holder of identity card number [REDACTED] appearing for and on behalf of the company named **ZF LTD** with registered number letter "C" number eight zero four five nine (C 80459) and with registered office at [REDACTED] [REDACTED] as duly authorised by virtue of the Memorandum and Articles of Association of the same company.

Whereas the vendor is constructing an unnumbered development unofficially named "Fairwinds", consisting of three unnumbered blocks unofficially marked as "G, H & I", which development abuts onto Triq Geraldu Spiteri corner with Triq Gorg Zahra c/w Triq Indri Micallef, Luqa. The said development is built on a portion of land purchased in virtue of a deed published in the records of Notary Sam Abela dated 26th day of April 2017, hereinafter collectively referred to as" the *Development*".

Now, therefore, by virtue of this agreement, the vendor hereby binds itself to sell, transfer and assign unto purchasers, who bind themselves to purchase and acquire:

  1

- a) The Un numbered Office forming part of block designated as (G) situated at elevated Ground floor level, being the second (2nd) level of building. Said Office is better shown in orange on the attached plan marked as document letter "B1"
- b) The Apartment internally numbered one stroke two (1/2) forming part of block designated as (G) situated at Elevated Ground Floor level, being the second (2nd) level of building. Said apartment is better shown in pink on the attached plan marked as document letter "B1"

hereinafter collectively referred to as the 'Property'.

Each apartment/ penthouse includes its pro rata share of:

the common parts of the block in which it is situated, including but not limited to the main entrance, the entrance hall, the landings, the stairwell, the shafts, the lift, the dividing walls with neighboring tenements, communal plumbing and electrical systems, as well as all installations for water, electricity and similar services pertaining to the block, where applicable, but excluding the roof and airspace of the said block. [However, roof and airspace are included with the penthouse).

Each garage includes its pro rata share of:

- a) all the common parts of the garage complex underlying the development, including but not limited to the main entrance, the common drive, the ramp, the drainage system and communal plumbing and electrical systems, as well as all installations for water, electricity and similar services pertaining to the garage complex, where applicable, but excluding the lifts leading to the blocks and the roof and airspace of the said development.
- b) all garages are subject to and enjoy the servitudes resulting from their physical position. In particular, all garages are subject to the vendor's right to pass rain water and sewage drains and other services intended to serve the apartments forming parts of the development.



- c) The purchaser shall have the right to install at his own expense, a segmental up and over white door.

The sale shall be made subject to the following terms and conditions:

1. Towards the total price of one hundred and eighty thousand Euro (€ 180,000) out of which the value of thirty thousand euro (€ 30,000) is the value given to the office as better described in this promise of sale agreement and the remaining balance of one hundred and fifty thousand euro (€ 150,000) is the value given to the apartment which is also better described in this promise of sale agreement. The Purchaser is presently paying the sum of eighteen thousand euro (€ 18,000) to the Vendor as a deposit on account of the price. The remaining balance is to be paid on the publication of the final deed.
2. Should the purchasers fail to appear for the publication of the final deed of sale and transfer without a valid reason at law, the deposit which is presently being paid shall be forfeited in favor of the vendor and this as pre-liquidated damages.
3. The final deed of sale shall be executed by not later than the 30/06/2022.
4. The said properties are Freehold.
5. The property shall be transferred free from any litigation, charges, privileges or hypothecs, expropriation, and subject to the servitudes resulting from their physical position.
6. On the final deed, vendor is to warrant the sale in favor of the purchasers the peaceful possession and real enjoyment of the property, according to law, by means of general hypothec on all its property, present and future. The purchaser shall waive his right in terms of section 2016 of the Civil Code (Cap 16 of The Laws of Malta) to cause to be registered a special hypothec as further security for such warranty.
7. The vendor shall construct and complete the property as well as the block, and the underlying garage complex, in terms of the relative permits issued by the Planning



Authority, to good standard of workmanship, conformity with all building regulations and sanitary laws, under the supervision of the vendor's architect, with proper, adequate and safe access to the block and the underlying garage complex.

8. The vendor further declares and guarantees that all building permit fees, road and drainage contributions, have been paid and that no claims for payment in respect of the above may be brought against the purchaser, and the vendor holds the purchaser fully indemnified against any such claims in relation to the respective blocks and the property. The purchasers are responsible to apply for the water and electricity meters at their own expense and on their own name. Vendor is to provide all documents necessary for such applications.
9. The vendor promises and undertakes to continue with the uninterrupted and consistent construction of the block.
10. The lifts shall have a capacity to carry a minimum of four (4) persons and shall also be functional at the time of signature of the final deed of sale. Said lifts cannot be used by the owners of the garages unless they own an apartment/penthouse in the block.
11. The owners of the residential units in the block shall also have the right of access in the underlying and/or overlying property, for repair and maintenance of the drainage system and rain water pipes passing there from as applicable.
12. The penthouses at the top floor level of the said development shall each include their respective roof and airspace, which roof shall be subject to the installation, maintenance and repair of:
 - a) 1 water tank, one submersible water pressure pump per apartment in the underlying block
13. The owners/occupiers of the block shall have a right of access to the roof of the block, solely for purposes of installing, repair and/or maintenance of the water tanks and submersible water pressure pumps, provided that a twenty-four-hour notice is given to the



owners of the said roof. The water tanks shall not exceed the capacity of Five hundred (500) litres and shall be situated in areas indicated by the vendor's architect. Access to the roof is from a hatch in the common areas for which the key shall be only kept by the penthouse owners and administrator (for emergency situations only)

14. Should permits be issued by the competent authorities for the building of further floor and/or floors the following conditions should be the overriding conditions for the block and from today the purchasers are giving their consent for the said changes:

- a) The developer should obtain in writing an approval from the vendors' architect that no structural damages will be caused due to this construction; being Architect, or any architect delegated by him.
- b) The developer should obtain all permits required from time to time for the beginning of the said works.
- c) Said works are to be carried out uninterruptedly and in the shortest period possible.
- d) The developer shall relocate at his own expense all services on the existing roof on the new roof with the least inconvenience possible.
- e) The developer shall have the right to connect with the already existing common parts/services, yards and shafts and shall have the right to create further servitudes on the said common parts and/or shafts and/or yard
- f) The developer shall not have the right to suspend the provision of essential services for more than 24 hours in total.
- g) The developer shall not use the lift for the transport of the building material and shall not suspend the lift service for more than a total of 20 days.
- h) The developer shall remedy all damages incurred in the common parts due to the development taking place.

15. The purchasers undertake to join the Owners' Association of the block in which the apartment is situated. An association is to be formed for each block whilst a separate owners association is to be formed for the garage complex. For the first year the vendor company will appoint an independent administrator. With regards to the office, there is no

N. Green 

obligation to form part of the Association, but Purchaser will be obliged to pay for any common expenses in relation to the façade and or drainage and water pipes.

16. The purchaser, together with all the other owners of the apartments and garages in the said blocks, shall take out an insurance policy to cover the respective blocks/garage complex against explosion, fire, flooding and other perils, with a reputable insurance company, and the premium shall be paid by the said owners, pro rata.

17. All the residential units within the development shall only be used for habitation purposes.

18. No clothes or washing may be dried or hung on the balconies or terraces over looking the streets in a visible manner. The air condition outdoor units are to be installed in the locations indicated by the vendor. Should the chosen location be on the façade of the block the purchaser is obliged to cover ac outdoor unit with an aluminium cupboard. The aluminium is to blend with the colour of the aluminium used by the vendor for the external apertures. Purchasers may not affix any advertising signs or television or radio antennas on the outside walls of the said blocks and any additional wiring shall be routed through the common shafts.

19. Residents of the respective blocks are not permitted to keep any animals or pets which are a nuisance to the other occupiers of the other flats whilst no pets/animals are to be kept in garages.

20. The owners of the individual units of the blocks shall be bound not to alter the façade of the respective blocks and shall be obliged to maintain at all times, both the colour scheme, apertures and front door of each apartment/penthouse and garage and the façade, in uniformity with the other apartments/penthouses and garages of the development. The purchasers shall not effect any structural alterations whatsoever in their unit/s, without the approval of the vendor's architect, which approval shall not be unreasonably withheld and any such alterations shall be carried out under his supervision. 7

21. The owners of the individual units shall desist from performing any act which shall be considered to be a nuisance to others.
23. All the garages in the garage complex may only be utilized for the parking of private cars and for domestic storage. No explosives may be kept in the garages in the garage complex de quo. No cleaning of cars can be done in the garage complex common parts.
24. The owners of the individual units of the block shall not leave any personal effects in, nor in any other way obstruct, the areas intended for common use, which common areas are to be kept clean and unobstructed at all times and are to be maintained regularly by all the owners concerned.
25. Purchasers shall not be obliged to pay, nor shall they be entitled to receive, any compensation for party walls; however, they are responsible for the maintenance and proper upkeep of said party walls.
26. Agency fees on this agreement are not due .
27. The purchasers shall have the right to substitute themselves in part or in whole with third parties on the final deed of sale. Vendor acknowledges this right of purchasers and agrees to appear on any contract of sale directly with third parties that may be so indicated to it by purchasers or their permitted successors/assignees. Should there be any changes in the tax laws and/or any taxes due to profit made through this further transfer the purchaser shall be responsible for all further taxes to be incurred in.
28. Purchasers shall bind themselves to impose all the above-mentioned restrictions and conditions where applicable in any future transfer of the property described above.
29. Vendor shall ensure that these limitations shall be expressly imposed on all contracts of sale of other properties in the block.

N. Grech 

30. All fees and expenses relative to this agreement and to the final deed, shall be paid according to law, while each party shall pay the relative taxes.
31. Parties authorize Notary Dr Katia Farrugia Cachia to register the said agreement.
Purchaser is presently paying the sum of € 1,800 for registration purposes.
32. Final deed of sale is subject to the Purchaser obtaining a bank finance from a commercial bank in Malta and this within fifteen (15) weeks from today
33. Parties authorize Notary Dr Katia Farrugia Cachia to sign on their behalf all documents necessary for the registration of this promise of sale according to law.
34. In the event that the persons in this agreement defined as PURCHASER are more than one all appropriate references to the singular shall be construed in the plural. In the event that the persons in this agreement defined as PURCHASER are two or more, they hereby agree that all obligations assumed by them on this agreement have been assumed by them joint and severally and that they have promised and undertaken to purchase the property in equal shares between them
35. With regards to the Office, the Purchaser is allowed to install the required signage as long as this does not cause an inconvenience to the other occupiers of the Block.



THE VENDOR

THE PURCHASER

From: [Schembri Silvio at MEEP](#)
To: [Joseph Azzopardi - Commissioner for Standards in Public Life](#)
Cc: [Charles Polidano - Office of the Commissioner for Standards in Public Life](#)
Subject: Re: Każ K/047: Aċċettazzjoni ta' benefiċċji fil-forma ta' uffiċċji tal-kostitwenza
Date: Friday, 10 January 2025 12:30:50

Dear Commissioner,

The Hon. Emeritus Chief Justice Dr. Joseph Azzopardi,

With reference to complaint 047 submitted before you, I am presenting this correspondence along with the reasoning I have outlined in various previous responses. I would like to draw your attention to an article published in the *Times of Malta* on 2 January 2025. As I have already explained, and as is evident from the legislation governing the Lands Authority, the Minister responsible for this authority has no decision-making powers regarding its operations, as it operates independently. This is a fact that has been comprehensively outlined in my earlier responses.

I am bringing this article to your attention because it now also confirms, from a political perspective, the same position I have maintained since the outset. This confirmation comes from the former Nationalist Minister and current Opposition Member of Parliament, Dr. Chris Said, a veteran with over 17 years of parliamentary experience. In his proposal for increased autonomy for Gozo, Dr. Said stated, and I quote: "Other ministries have devolved powers over much of their portfolio, he noted. 'Look at Lands or Planning, the executive decisions made in those areas are not made by the ministers but by the boards,' he said. Said's proposals are not unprecedented."

This provides clear confirmation, not only from a legal perspective but now also politically, as endorsed by the Opposition itself. It aligns with my consistent statement that, as a Minister, I am not involved in the operations or decisions of this authority, which is managed by an independent board of directors appointed by various ministries, including representation from the Opposition.

For your reference, I have included the link to the article: [Times of Malta - Gozo Government Council - Minister MPChris Said](#).

Yours faithfully,

Silvio Schembri
Minister

† +356 22209500 www.economy.gov.mt

Kindly consider your environmental responsibility before printing this e-mail



MINISTRY FOR THE ECONOMY, ENTERPRISE AND
STRATEGIC PROJECTS

PALAZZO ZONDADARI, MERCHANTS STREET,
VALLETTA, MALTA

From: Charles Polidano - Office of the Commissioner for Standards in Public Life

<charles.polidano@standardscommissioner.mt>

Date: Tuesday, 29 October 2024 at 13:31

To: Silvio Schembri <silvio.schembri@gov.mt>

Subject: FW: Każ K/047: Aċċettazzjoni ta' benefiċċji fil-forma ta' uffiċċji tal-kostitwenza

CAUTION: This email originated from OUTSIDE the Government Email Infrastructure. DO NOT CLICK LINKS or OPEN attachments unless you recognise the sender and know the content is safe.

Onor Ministru Schembri

Gentilment mitlub tara l-ittra annessa, li hija mingħand il-Kummissarju għall-Istandards.

Nirringrazzjak,
Charles Polidano

Charles Polidano
Director General
Office of the Commissioner for Standards in Public Life