



**Property Valuation**  
Ref: C00585.01\_03\_2022

**GO Head Office**  
*Triq Fra Diegu*  
**Marsa**  
**Malta**

**17<sup>th</sup> May 2022**



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17<sup>th</sup> May 2022

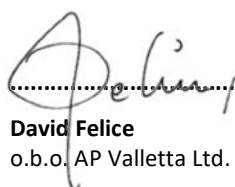
Our Ref: C00585.01\_03\_2022

**Valuation:** GO Head Office, Triq Fra Diegu, Marsa, Malta.

In arriving at the present valuation I have had regard for the matters described in the Valuation Report attached hereto, following inspection by myself or my appointed delegate.

The property is freehold and is occupied by a Tenant, so that, should the property be sold, any purchaser would acquire free possession thereof, subject to the terms of the lease agreement.

On the basis of the characteristics and conditions described in the Valuation Report, as well as current market trends, I estimate the value of the interest of the property in caption in its current state to be **€13,850,000** (*thirteen million eight hundred and fifty thousand Euro*).



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**David Felice**  
o.b.o. AP Valletta Ltd.

Encl: Valuation Report



17<sup>th</sup> May 2022

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## Valuation Report

- 1. Client** Malta Properties Company plc.
- 2. Object of Valuation** GO Head Office, *Triq Fra Diegu*, Marsa, Malta.
- 3. Proprietor** MCB Property Company Limited.
- 4. Compliance with Valuation Standards**

The valuation has been prepared in accordance with the *Kamra tal-Periti* Valuation Standards for Accredited Valuers (2012), which are largely based on the TEGOVA Valuation Standards (2009). Any reference hereafter to the “Valuation Standards” is to be inferred as a reference to the afore-mentioned Standards published by the *Kamra tal-Periti*. Such standards are considered to be an adequate replacement for the standards and guidelines required to be adopted by the MFSA namely the valuation standards of the Royal Institute of Chartered Surveyors (RICS).
- 5. Capacity of Valuer** The undersigned has taken on this assignment as an External Valuer as defined in the Valuation Standards.
- 6. Special Conditions**

This report is confidential to the Client named above for the specific purpose described below. It may be disclosed to other professional advisors assisting the Client in respect of that purpose, but the Client shall not disclose the report to any other person. Neither the whole nor any part of this report, or reference to it, may be included in any published documents, circular or statement without the prior written consent of the undersigned.

The undersigned is responsible only to the Client and any other person making use of this valuation shall do so solely at his or her risk.

The title of ownership has not been investigated and such investigation was not within the scope of this valuation, nor does it fall within the competence of the undersigned. The considerations regarding title are as reported to the undersigned by the Client, and any comments regarding title are being made in order to make the Client aware of

any potential issues that could affect the value or the marketability of the property. The undersigned accepts no liability in this regard.

The property value stated in the Valuation Certificate refers to the immovable things – as defined in articles 308 through 311 of Chapter 16 of the Laws of Malta – of the object of the valuation, with the exclusion of telecommunications equipment and installations within or attached to the property, even if they are so fixed thereto as to render them immovable according to law.

## 7. Basis of Valuation

This report leads to an estimation of the "Market Value" of the property, as defined in the European Council Directive 2006/48/EC, that is, *"the estimated amount for which the property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion."*

Without prejudice to the foregoing, the price stated in this valuation is deemed to be the best price at which the sale of an interest in the property might reasonably be expected to have been completed unconditionally for cash consideration on the date of valuation, subject to the following premises:

- a. a willing seller;
- b. prior to the date of valuation there had been a reasonable period for the proper marketing of the interest, for the negotiation and agreement of the price and the terms of sale, and for the completion of the sale;
- c. the state of the market, level of property values and other relevant circumstances were, on the date of exchange of contracts, the same as the date of valuation;
- d. the absence of any additional bid by a purchaser with a special interest in the acquisition of the interest;
- e. a good title can be shown and the property is not subject to any unusual or onerous restrictions, encumbrances or outgoings;
- f. the property is unaffected by any Statutory Notice and neither the property nor its use, actual or intended, gives rise to a contravention of any Statutory Requirements;



- g. the property is free from latent defects and no deleterious materials have been used in its construction;
- h. only a visual inspection of the property was carried out to establish the condition of repair and, unless otherwise specifically stated herein, and in that event only to the extent so specified, no parts of the property which were covered, unexposed or otherwise inaccessible to visual inspection have been inspected, and no tests have been made as to whether or not such parts are free of defects, so that the valuation assumes that a structural survey would reveal no major defects involving substantial expenditure.

<b>8. Date of Inspection</b>	The property was inspected on the 24 <sup>th</sup> February 2022 in the presence of a representative of the Proprietor.
<b>9. Inspected by</b>	Matthew Vella Critien, for and on behalf of AP Valletta Ltd., as appointed delegate of the undersigned.
<b>10. Purpose of Valuation</b>	This valuation has been prepared in response to a request by the Client to assess the market value of the property for the purpose of a bond issue.
<b>11. Description</b>	
<i>Property Type:</i>	The property was constructed in two distinct phases: The first part, being the part overlooking <i>Triq Fra Diegu</i> and the second part being the part overlooking <i>Il-Moll tal-Ħatab</i> . The first part consists of a three-storey block with an underlying semi-basement while the second part consists of a four-storey building and underlying semi basement. Both parts are used mainly as offices and equipment rooms with ancillary spaces such as generator room, battery room and similar.
<i>Construction Type:</i>	The building fabric consists of various reinforced concrete structural systems, the earlier part being built as a cast in-situ reinforced concrete structural frame and the later part utilising pre-cast concrete permanent formwork on cast in-situ reinforced concrete frame supported on bearing pile foundations.
<b>12. Tenure</b>	The Proprietor has indicated that the sub-ground rent burdening the property has been redeemed in full through a <i>cedola</i> in Court (refer to Annex 5). For the purposes of



this report, it is being considered that the part previously burdened by said sub-ground rent is now freehold. The copy of the title deed of acquisition provided by the Client (refer to Annex 5) confirms the freehold title for the rest of the subject property.

**13. Occupation**

At the time of inspection, the property was occupied by GO plc – the lease agreement is enclosed at Annex 6. The agreement is for an Initial Period of 10 years which commenced on the 1<sup>st</sup> January 2015, with three additional periods of 5 years each exercisable at the option of the Tenant. The rent due is revised upwards on an annual basis in accordance with the Retail Price Index, and maintained as per the preceding year should such Index be negative.

It is understood that the Tenant does not intend to avail themselves of the additional rental periods, and intends to vacate the premises at the end of December 2024.

**14. Age**

Judging by the methods and style of construction and the state of the property, the earlier portion is considered to have been constructed in the late 1990s, with the later extension completed around 12 years ago.

**15. Location**

*Aspect:* The property is situated in the heart of the commercial and industrial area of Marsa's port zone.

*Surroundings:* The property is situated in an area which houses numerous offices and port related activities.

*Amenities:* Being close to the village centre and arterial roads, the property lies within easy walking distance of all common amenities including bus routes, shopping facilities, place of worship and banking facilities.

**16. Common Areas**

The property does not share any facilities with third parties. The party walls are assumed co-owned in equal parts with the owners of the adjacent properties.

**17. Local Authority**

Marsa Local Council.

**18. Accommodation**

A land survey of the property under report was not carried out and such survey was not within the scope of this valuation. The areas indicated below were measured using the Code of Measuring Practice in the Valuation Standards. The areas indicated below are indicative only and were

calculated from the plans presented by the Client (enclosed at Annex 4).

Floor	Space use	Area (m <sup>2</sup> )
<i>Basement Floor Level</i>	Parking area	≈ 2,220.7
	<b>Gross External Area, GEA</b>	<b>≈ 2,220.7</b>
<i>Ground Floor Level</i>	Office space	≈ 1,583.3
	Toilets, kitchenettes and other ancillary spaces	≈ 232.9
	<b>Net Internal Area, NIA</b>	<b>≈ 1,816.2</b>
	Stairwells	≈ 39.4
	Shafts	≈ 86.3
	Walls (incl. internal walls)	≈ 215.2
	<b>Gross External Area, GEA</b>	<b>≈ 2,157.1</b>
<i>First Floor Level</i>	Office space	≈ 1,696.7
	Toilets, kitchenettes and other ancillary spaces	≈ 150.9
	<b>Net Internal Area, NIA</b>	<b>≈ 1,847.7</b>
	Stairwells	≈ 40.8
	Shafts	≈ 91.7
	Walls (incl. internal walls)	≈ 235.6
	<b>Gross External Area, GEA</b>	<b>≈ 2,215.8</b>
<i>Second Floor Level</i>	Office space	≈ 1,784.7
	Toilets, kitchenettes, and other ancillary spaces	≈ 116.4
	<b>Net Internal Area, NIA</b>	<b>≈ 1,901.1</b>
	Stairwells	≈ 45.8
	Shafts	≈ 92.7
	Walls (incl. internal walls)	≈ 190.9
	<b>Gross External Area, GEA</b>	<b>≈ 2,230.5</b>
<i>Third Floor Level</i>	Office space	≈ 1,352.9
	Toilets, kitchenettes, and other ancillary spaces	≈ 248.1
	<b>Net Internal Area, NIA</b>	<b>≈ 1,601.0</b>
	Stairwells	≈ 38.5
	Shafts	≈ 94.9
	Walls (incl. internal walls)	≈ 153.8
	<b>Gross External Area, GEA</b>	<b>≈ 1,888.2</b>
<b>TOTAL Net Internal Area, NIA</b>		<b>≈ 7,166.0</b>
<b>TOTAL Gross External Area, GEA</b>		<b>≈ 10,712.3</b>

#### Outbuildings and External Areas

Space use	Area (m <sup>2</sup> )
<i>Roof Terraces</i>	≈ 1,108.8
<i>Front yard</i>	≈ 45.7

## 19. The Site

**Boundaries:** Site boundaries of the property are clearly defined by party walls all round, with three parts being defined by frontages onto public roads *Triq Fra Diegu*, *Triq Patri Bilocca* and *Il-Moll tal-Hatab*.

**Physical Characteristics:** The site is situated on level ground with no known unusual characteristics. A ground investigation was not carried out, and no details were provided by the Client as to any such investigation carried out. This valuation therefore assumes that any technical investigations would not reveal any ground conditions that would have a significant impact on the value of the property, including but not limited to fissures, the presence of clay, and ground contamination.

The property has frontages on three roads as follows: approximately 57.4m on *Triq Fra Diegu*; approximately 25.1m on *Triq Patri Bilocca*; and approximately 17.8m on *Il-Moll tal-Hatab*. The total area of the site in question is approximately 2,184m<sup>2</sup> at ground floor level. Since the site is situated on level ground close to the sea it may be prone to flooding.

**Easements:** As indicated by the Client, the property is subject to the following burdens and rights: The property accommodates two Enemalta substations on title of commodatum, enjoying independent access from the public street. No signs of any other easements were observed. The Client has no knowledge of the existence of any other easement. The Client has advised that part of the property was subject to two hundred and twenty seven Euro and ninety one cent (€227.91), formerly ninety seven Maltese Liri and eighty four cents (LM97.84), annual and perpetual ground-rent and sub-ground-rent. These were redeemed by the Proprietor from unknown owners by Court Schedule of Deposit number 2289/2019 filed in the Registry of the Superior Courts on the 3rd December 2019 against Deputy Curators appointed to represent the unknown direct owners - registered in the Public Registry CE 1528/2019.

**Hypothechs – Privileges:** As informed by the Client the property is subject to the following hypothecs:

- **H. 23238/201:** General Hypothec on all the property of MPC as principal debtor and on all the respective properties of MCB, SLM, SPB and ZTN as joint and several sureties. Special Hypothec on:

- i. The Rabat (Malta) Exchange property of MPC.



- ii. The Floriana Saint Francis Ravelin Complex - the Bastions Floriana property of MPC.
  - iii. The Victoria Exchange property of MPC.
  - iv. The Mosta Exchange property of MPC.
  - v. The Go Head Office property of MCB.
  - vi. The Sliema New Exchange - Sliema Exchange Site A property of SLM.
  - vii. The Saint Paul's Bay New Exchange property of SPB.
  - viii. The Żejtun Exchange - GO Technical Centre Żejtun property of ZTN. Granted by MPC in favour of HSBC in warranty of the loan of EUR16,000,000 granted by HSBC to MPC by virtue of the deed in the Records of Notary Pierre Attard of the 22/12/2016.
- **H. 23239/2016:** General Hypothec on all the property of MPC as principal debtor and on all the respective properties of MCB, SLM, SPB and ZTN as joint and several sureties. Special Hypothec on:
    - i. The Rabat (Malta) Exchange property of MPC.
    - ii. The Floriana Saint Francis Ravelin Complex - the Bastions Floriana property of MPC.
    - iii. The Victoria Exchange property of MPC.
    - iv. The Mosta Exchange property of MPC.
    - v. The Go Head Office property of MCB.
    - vi. The Sliema New Exchange - Sliema Exchange Site A property of SLM.
    - vii. The Saint Paul's Bay New Exchange property of SPB.
    - viii. The Żejtun Exchange - GO Technical Centre Żejtun property of ZTN. Granted by MPC in favour of HSBC in warranty of the loan of EUR8,500,000 granted by HSBC to MPC by virtue



of the deed in the Records of Notary Pierre Attard of the 22/12/2016.

The Client has advised that there are no other General Hypothecs registered against the Proprietor and no other Special Hypothecs and / or Special Privileges burdening the property.

## 20. Roads

The roads onto which the site has frontage (*Triq Fra Diegu*, *Triq Patri Bilocca* and *Il-Moll tal-#atab*) are made up and surfaced with tar macadam, which is in a good condition. Adjacent roads are also made up and surfaced. The adjacent arterial road *Triq Diċembru Tlettax* has recently undergone major reinstatement works. The streets onto which the property fronts and adjoining access roads have street lighting installed.

## 21. Planning Considerations

The property under valuation is regulated by the Grand Harbour Local Plan (GHLP) published by the Malta Environment and Planning Authority (MEPA), which has been succeeded by the Planning Authority (established in 2016). The following are the main relevant planning policies and related maps:

- Policy GM02 earmarks the site of Portion 2 of the property *“as a possibility for implementing planning gain”* and states that the fourth storey would only be permitted if development proposals *include “guarantees for the financing and/or implementation of works which result in improvements in the locality in line with the objectives and policies of this Plan.”* The policy also requires any proposed development along *Il-Moll tal-#atab “to retain the existing façades and restore the same façades.”* The existing building in Portion 2 was permitted before the promulgation of the GHLP (see PA/02411/97 below).
- Policy GM17 encourages development and environmental improvement of the area where Portion 2 is situated (see Policy Map 12 attached at Annex 3).
- Policy Map 5 designates Timber Wharf as Coastal Zone A, which is earmarked as a commercial, industrial and dock area.
- Policy May 12 designates the site of Portion 1 as a zone of Mixed Use and that of Portion 2 as an Opportunity Area for Light Port-Related Uses (both excluding Use Classes 12 to 16).

- Policy Map 13 designates the site of Portion 1 for three-storey development. Since the site does not fall within an Urban Conservation Area, Policy 10.6 of DC2007, permits a receded penthouse level, which is already partly built (see reference to PA/06957/05 below) while an application to build the remaining part was approved in 2009 but not executed (see reference to PA/02896/08 below). Portion 2 is designated for four-storey development subject to planning gain considerations as per Policy GM02.

A number of applications for development permission on the property were submitted to the Authorities over the years as follows:

- **PA/00602/95:** Change of use from an industrial bakery to offices and telecommunications store (Approved, 1995)
- **PA/02411/97:** Demolition of existing building & construction of semi-basement car park, ground, first, second floors for office use (Approved, 1997)
- **PA/05384/97:** Amended application to PA 2411/97 (Approved, 1998)
- **PA/00630/98:** Addition of two floors (Refused, 1998)
- **PA/05117/99:** Change of use from existing hall to a switched on equipment room (Approved, 1999)
- **PA/01129/00:** Installation of telecommunication equipment and antennae over roof (Approved, 2000)
- **PA/03719/00:** Installation of telecommunications equipment and antennae over roof (Approved, 2000)
- **PA/06104/00:** Alterations to facade (To enclose concrete frame with glass apertures) (Approved, 2001)
- **PA/02316/02:** Construction of recessed floor at roof level (to be used as archives) (Approved, 2003)
- **PA/02513/04:** To construct offices on R.H. wing of GO mobile office (Approved, 2005)
- **PA 07332/04:** To construct recessed floor as approved in PA/02316/02 (Approved, 2005).

- **PA/01090/05:** To demolish existing store and construction of semi-basement parking, ground floor storage and first, second and third floors offices as an extension to GO Mobile premises and alterations to existing building (Approved, 2005)
- **PA/01468/05:** Installation of telecommunication antenna (Approved, 2006)
- **PA/06957/05:** To extend lifts and construct board room at recessed floor (Approved, 2006)
- **PA/02895/08:** To construct penthouse (offices) (Approved, 2010)
- **PA/02896/08:** To extend third floor & to construct penthouse (offices) (Approved, 2009)
- **PA/03662/09:** To extend penthouse of PA/02895/08 (Refused on appeal, 2012)
- **PA/01739/15:** Renewal of PA/02895/08 – To construct penthouse (offices) (Approved, 2015)
- **PA/04775/15:** Internal and external alterations at ground floor level which include the relocation of the reception area and offices and the relocation of the main entrance (Approved, 2016)
- **PA/06540/17:** Proposed installation of fascia signs (Approved, 2017)
- **DN/00443/17:** Installation of PVS on roof (Approved, 2017)
- **PA/11423/18:** To sanction amendments from PA2513/04 on the right hand side of the building, to sanction amendments from PA2896/08 at third floor level, to retain ground floor as existing/approved PA1090/05 instead of approved PA4775/15 and proposed replacement of existing steel stairs with a concrete stairs at ground floor level, proposed alterations at second floor level including the construction of a meeting room (Class 4A) and proposed extension at third floor level and construction of a meeting room (Class 4A) (Approved, March 2019)
- **PA/02328/20:** Renewal to PA 1739/15 - To construct penthouse (offices). (Approved, June 2020)

- **PA/04180/20:** To sanction amendments and extension at third floor from PA/2896/08 on the left-hand side of the building including construction/extension of the Class 4A offices at first and second floor as well as relocation of signs (Approved, March 2021)

The Client provided copies of the following permits: PA/01090/05; PA/02895/08; and PA/02896/08. The approved drawings for the more recent permits, namely PA/01739/15, PA/04775/15, PA/06540/17, PA/11423/18, PA/02328/20 and PA/04180/20 were downloaded from the website of the Planning Authority, and are enclosed at Annex 4.

Considering that the MEPA and its successor, the Planning Authority, have assessed various applications on the property in recent years, and that there does not appear to be any active enforcement action on the property, it is being considered that the property as constructed and as built conforms to the relevant planning permits.

Any internal variations such as shifting of internal walls are considered to be minor in nature and sanctionable through the relevant planning procedure.

It is further noted that the approved recessed floor overlooking *Il-Moll tal-Hatab* has not been constructed.

**22. Statutory considerations** There does not appear to be any infringement of current sanitary regulations. The internal ceiling height is generally 2.5m and is therefore in line with current sanitary regulations for the property's intended and permitted use.

**23. Building Services** This is not a condition report. A visual inspection has been made of the readily accessible services. No tests have been made.

Water Services	Description and Notes
1st class water supply	Government mains
1st class storage	Available
2nd class water supply	Not recorded
Rainwater storage	Available
Fire-fighting system	Available
Soil water treatment	Not available
Soil water disposal	Main sewer
Electrical/ELV services	Description and Notes
Main power supply	National grid
Essential power supply	Available

Alternative power supply	Not recorded
Intruder detection	Available
Intruder alarm system	Available
Fire detection system	Available
Energy saving system	Not recorded
<b>Other services</b>	<b>Description and Notes</b>
Lifts	Available
Air-conditioning system	Available
Central heating	Not available
Under-floor heating	Not available
Booster pumps	Available
TV services	Available
Telephone service	Available
CCTV system	Available

#### 24. Components, Finishes and Condition of Repair

This is not a condition report. No surveys or inspections were made of unexposed or inaccessible parts of the structure. However, the following were noted by visual inspection:

The structure seems to be in good condition. Finishes are generally of average standard throughout the property and in parts can be considered dated. These include plastered and painted walls, grid type suspended soffits with integrated services in the offices and a gypsum suspended ceiling over the main atrium. Flooring is a mix of ceramic tiles in the offices, marble flooring at reception and on the overlying levels of the atrium and a concrete screed in the garage. External apertures are in black aluminium.

Workmanship is of a good quality throughout. All the building services described previously appear to be in good working order. Overall, the property is considered to be adequately finished for its intended use. A refurbishment is considered to be required once the current tenant exits the property. Should a refurbishment not be carried out, the property is likely to attract a lower rental rate than that established by the current rental agreement.

#### 25. Environmental Considerations

The property has three main exposed façades, the one on *Triq Fra Diegu* facing due West, the one on *Triq Patri Bilocca* facing North/North West and the one onto *Il-Moll tal-Hatab* facing due East. Thus, the property is subject to varying solar gains and losses throughout the day.

## 26. Valuation Methodology

The market value of commercial property is calculated on the basis of the income approach. In this valuation the Discounted Cash Flow calculation has been applied. This method is based on a yield during a period under review of 10 years. The yield is realised by making an investment on the date of valuation in order to subsequently receive cash flows during the period under review. The discount rate for subject property is equal to 5.60% which is estimated on the basis of the yield on long-term government bonds (risk-free return), increased by a risk premium that depends on the degree of risk of the property sector, the investment risk of the immovable property itself and the rate of inflation.

The cash flows consist of projected rental income less loss of rental income, rental tax, rental costs for vacancy, overdue maintenance, any renovation costs and a final value at the end of the period under review. The operating costs are deducted from the annual income. During the period under review concerned, account is taken of periodic price increases such as the indexation of the rent, cost increases and any necessary refurbishments. The expected market rent is likewise subject to inflation. The final value is determined on the basis of the cash flow and an expected exit yield in year 11.

The property is valued on the assumption that a basic refurbishment is required in order for the property to retain a stable rental rate of approximately €125 / sqm NIA. The said refurbishment is assumed to amount to circa €110 / sqm GEA which is inclusive of a contingency, VAT and professional fees, and which is equal to a total figure of approximately €1,315,000. The works are assumed to take place by 2025 and upon vacation of the property by its current tenant. It is anticipated that the property will generate lower rental rates should such a refurbishment not be carried out.

The valuation considers the value of the existing building in terms of its current rentable floorspace, as well as the potential floorspace that could be provided on the basis of the existing permit for extension at roof level. Although the coming into force of DC2015 may result in an improved potential of developable floorspace at roof level, such potential upside has been excluded in the absence of an approved development permit to this effect.

## 27. Impact of COVID-19

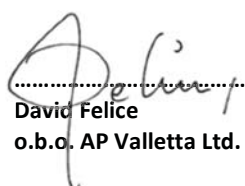
The outbreak of the Novel Coronavirus (COVID-19) was declared by the World Health Organisation as a “Global Pandemic” on 11 March 2020, and has impacted global

financial markets. By virtue of Legal Notice 115 of 2020, and in accordance with Article 14 of the Public Health Act, the Superintendent of Public Health declared that, with effect from the 7 March 2020, a public health emergency exists in Malta in terms of COVID-19. Travel restrictions have been implemented by many countries, including Malta, and many market operators were made to shut down or restrict their operations in line with the relevant legal instruments.

Market activity has been impacted in many sectors. In view of the situation, Malta is currently experiencing an uncertain and unpredictable real estate market. This has led to valuation uncertainty which is not measurable, because the only inputs and metrics available for the valuation are likely to relate to the market before the event occurred and the impact of the event on prices will not be known until the market has stabilised.

This valuation is therefore reported on the basis of 'valuation uncertainty' as defined in the European Valuation Standards 2016, and in line with the *Kamra tal-Periti* Valuation Standards COVID-19 Guidance Note (May 2020). While the estimated value is considered to be the best and most appropriate estimate based on the available information, it is the opinion of the undersigned that less certainty – and a higher degree of caution – should be attached to this valuation than would normally be the case.

Given the unknown future impact that COVID-19 might have on the real estate market, it is recommended that the Client keeps the valuation of this property under frequent review.



David Felice  
o.b.o. AP Valletta Ltd.

**Annexes:**

1. Site plan, 1:2500
2. Photographs
3. Extracts from Grand Harbour Local Plan
4. Planning permits and permit drawings
5. Title Deed and Ground Rent Redemption (*cedola*)
6. Lease Agreement





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project	MALTA PROPERTIES COMPANY PLC. - PROPERTY VALUATIONS										
address	GO Head Office, Triq Fra Diegu, Marsa										
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project	MALTA PROPERTIES COMPANY PLC. - PROPERTY VALUATIONS									
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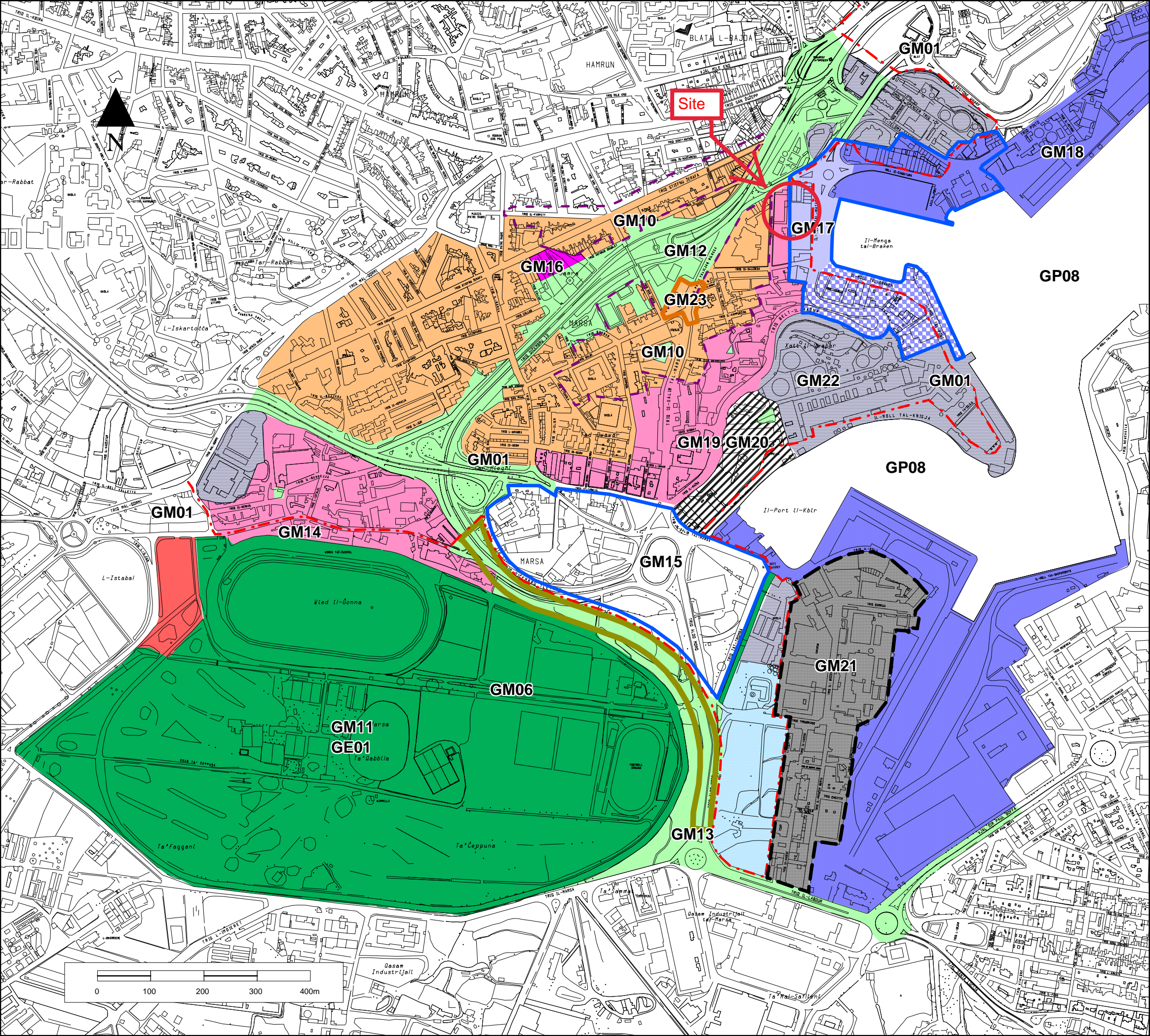




project	MALTA PROPERTIES COMPANY PLC. - PROPERTY VALUATIONS										
address	GO Head Office, Triq Fra Diegu, Marsa										
photo sheet no.	8					date of inspection	24.02.2022				
ref no.	C 0 0 5 8 5 . 0 1 0 3 . 2 0 2 2										







GRAND HARBOUR LOCAL PLAN



AWTORITA TA' L-IPPJANAR  
PLANNING AUTHORITY

Key

- Urban Development Boundary
- Urban Conservation Area
- Opportunity Area
- Tertiary Town Centre
- Industrial Zone Boundary
- Light Industry
- Zone of Mixed Use  
Excluding Use Classes 12 to 16  
(Use Classes Order, 1994 as amended)
- Public Facilities
- Retention of Existing or more  
Environmentally Friendly Uses
- Port Related Uses
- Light Port Related Uses  
Excluding Use Classes 12 to 16  
(Use Classes Order, 1994 as amended)
- Residential Zone
- Transport Infrastructure Upgrading
- Site for Home for the Elderly
- Areas of Open Space  
(to retain open space character)
- Site of Scientific Importance
- Offices and Showrooms  
(All existing parking provisions to be catered for)
- General industry with neighbour  
compatibility

Marsa  
Inset Map

Scale : 1:7000  
Date : April 2002  
INDICATIVE ONLY  
Not to be used for direct interpretation.

Base Maps - 1988 Survey Sheets  
Copyright Mapping Unit, Planning Authority

Figure :  
12



Key
-----

- Note : Indicated height limitations are subject to General Policy GS01

## Marsa

### Building Height Limitations

Date : **April 2002**

Figure :  
13

Base Maps - 1988 Survey Sheets  
Copyright Mapping Unit, Planning Authority













To: Mr Edmond Brincat  
o.b.o. Mobile Communications Ltd.  
Go Mobile  
Triq Fra Diegu  
Marsa HMR 12

Date: 29 August, 2005  
Our Ref: PA 01090/05

Application Number: PA 01090/05  
Application Type: Full Development Permission / 01  
Date Received: 25 February, 2005  
Approved  
Documents : PA 1090/2005/1D/35A/35C/35D/35E/35F/52A  
Fire Safety and Ventilation Report: PA 1090/2005/35  
Accessibility Audit Report: PA 1090/2005/51/51A

Location: 12/13, Timber Wharf, Marsa  
Proposal: To demolish existing store and construction of semi-basement parking, ground floor storage and first, second and third floors offices as an extension to Go Mobile premises and alterations to existing building.

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

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

1. a) This development permission is valid for a period of FIVE YEARS from the date of this notice but will cease to be valid if the development is not completed by the end of this five year period.  
  
b) It should be noted that a third party may have the right of appeal against this permission. Any development which is carried out when such an appeal has been made, or until the time limit for the submission of such an appeal has expired, is undertaken at the risk that this permission may be revoked by the Planning Appeals Board or quashed by the Court of Appeal.  
  
c) This development permission does not remove or replace the need to obtain the consent of the land/building owner to this development before it is carried out. Furthermore, it does not imply that consent will necessarily be forthcoming nor does it bind the land/building owner to agree to this development. Where the land/building is owned or administered by the Government of Malta a specific clearance and agreement must be obtained for this development from the Land and/or Estate



Management Departments.

d) All works shall be carried out strictly in accordance with the approved plans and the conditions of this permission. Where a matter is not specified on the plans then the conditions of this permission and of Development Control Policy and Design Guidance shall take precedence and modify the plans accordingly.

e) All building works shall be erected in accordance with the official alignment and proposed/existing finished road levels as set out on site by the Malta Environment & Planning Authority's Land Surveyor. The Setting Out Request Notice must be returned to the Land Survey Unit of the Malta Environment & Planning Authority when the setting out of the alignment and levels is required.

f) Before any part of the development hereby permitted commences, the enclosed green copy of the Development Permit shall be displayed on the site. This must be mounted on a notice board, suitably protected from the weather and located not more than 2 metres above ground level at a point on the site boundary where it is clearly visible and can be easily read from the street. The copy of the permit must be maintained in a good condition and it shall remain displayed on the site until the works are complete.

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

h) Copies of all approved plans and elevations shall be available for inspection on site by Malta Environment & Planning Authority staff at all reasonable times.

i) Where the street bordering the site is unopened, it shall be opened up prior to the commencement of the building operations hereby permitted.

j) Work shall not commence on the construction (including excavation), alteration or demolition of the building until a covered way or a fence, boarding or barricade has been constructed as follows

A Where the construction or demolition activity is located **less than 2 metres from a public way used by pedestrians** a covered way shall be provided (unless the work is carried out within a solid enclosure; site work conditions are more than 2 metres from a public way used by pedestrians, or the work duration does not exceed 5 days). This covered way shall

- (i) have a clear height of not less than 2.5 metres;
- (ii) have a clear width of not less than 1.5 metres or the width of the public way whichever is the lesser;
- (iii) be designed and constructed to safely support all loads that may be reasonably be expected to be applied to it;
- (iv) have a weather tight roof sloped towards the site or if flat be equipped with a splash board not less than 300mm high on the road side;
- (v) be totally enclosed on the site side with an enclosure having a reasonably smooth surface facing the public way;
- (vi) have a railing 1 metre high on the road side where the covered way is supported by posts on the road side, and
- (vii) be adequately lighted between sunset and sunrise.

B Where the construction or demolition activity is located **2 metres or more from a**

public way used by pedestrians, a strongly constructed hoarding, boarding or barricade shall be erected between the site and the public way or open sides of a construction site, and the hoarding, boarding or barricade shall

- (i) be not less than 1.8 metres high;
- (ii) have a reasonably smooth surface facing the public way;
- (ii) be without openings, except those required for access.

Access openings shall be equipped with solid gates which shall be kept closed and locked when the site is unattended and shall be maintained in place until completion of the construction or demolition activity.

Authorisation for these arrangements must be obtained from the Local Council.

k) No building material, waste material, machinery or plant shall obstruct the pavement or the smooth flow of traffic on the road in the vicinity of the site. The deposit of materials or the placing of equipment in the street must be authorised by the Police.

l) Any soil on the site shall not be built over but shall be collected for reuse. A permit from the Director of Agriculture is required to remove the soil from the site. All soil shall be deposited at the place indicated by the Director of Agriculture.

m) Rock spoil, boulders and other waste materials resulting from excavations or from demolition on this site shall be deposited at an official waste disposal site or used as fill material. If waste materials from the development are not to be reused, they shall not be disposed of other than at an official waste disposal site. A permit from the Environmental Protection Directorate is required to this effect.

n) The height of the building shall not exceed both the permitted number of four floors (plus the underlying semi-basement of not more than six courses above finished road level) and the maximum allowable height of 17.75 metres measured from the highest street level.

o) The facade of the building shall be constructed in local stone, except where other materials, finishes and colours are indicated on the approved plans and drawings.

p) Apertures and balconies shall not be constructed of gold, silver or bronze aluminium.

q) A water cistern with a volume in cubic metres of 30% of the total roof area (in square metres) of the building(s) shall be constructed to store rainwater run-off from the built-up area of the development. This cistern shall be completed and available for use prior to the development hereby permitted being first brought into use.

r) The development hereby permitted shall not be brought into use until the Final Compliance (Completion) Certificate, certifying that the development has been carried out in full accordance with the plans approved by this permission and with the other conditions imposed in this permission, has been issued by the Malta Environment & Planning Authority.

s) The permit is issued on condition that, where applicable, any excavation shall be subject to the requirements of the Civil Code regarding neighbouring tenements.

2. The parking spaces shall only be used for the parking of private cars and they shall be kept available at all times for this purpose.

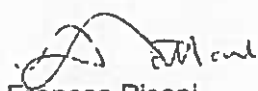
3. The ramp leading down to the underlying basement parking shall at no point be steeper than 1:10. The ramp shall be so formed that it does not encroach onto the pavement.
4. All buildings used by the public must have appropriate access, toilet and internal arrangements for the disabled (including self-propelled wheelchair users), the elderly and children in prams or pushchairs. Adequate parking provision must be provided for the physically handicapped.
5. Doors and windows, the lower edge of which is less than 2m above road level, should not open outwards onto a public pavement or road.
6. Air conditioning units shall not be located on the facades of the building which are visible from a public space. Any such units located at roof level shall be set back from the facade by at least 1 metre.
7. There shall be no service pipes, cables or wires visible on the front elevation or on any other elevations of the building which are visible from the street.
8. Prior to the issue of this development permission, the applicant shall contribute the sum of LM10,500 (ten thousand five hundred Malta Liri) towards the Urban Improvements Fund (U.I.F.).
9. Adequate measures shall be taken to ensure that the vehicles leaving the site/engaged in the construction works do not deposit mud or other materials on the public highway.
10. The development hereby permitted shall not be brought into use until the Final Compliance (Completion) Certificate, certifying that the development has been carried out in full accordance with the plans approved by this permission and with the other conditions imposed in this permission, has been issued by MEPA. Prior to the issuing of any Compliance Certificate for this development, the applicant shall submit, to MEPA, certification from a qualified engineer confirming that the development fully satisfies the requirements specified in the approved Fire Safety and Ventilation Report (PA 1090/2005/35).
11. The development hereby permitted shall not be brought into use until the Final Compliance (Completion) Certificate, certifying that the development has been carried out in full accordance with the plans approved by this permission and with the other conditions imposed in this permission, has been issued by MEPA. Prior to the issuing of any Compliance Certificate for this development, the applicant shall submit, to MEPA, clearance from the National Commission Persons with Disability verifying that the development fully satisfies any conditions imposed by the said commission in PA 1090/2005/51/51A.
12. The following conditions are imposed by the Enemalta Corporation and shall be complied with prior to the commencement of the use hereby permitted
  - a. a substation must be included within the development; and
  - b. a culvert measuring 0.8m wide by 0.75m deep should be prepared along the facade of the development in order that any overhead lines can be substituted by underground cables.

The applicant should consult the Corporation during the construction phase of the

development hereby approved, to ensure that the development is carried out in conformity with the conditions imposed by the Corporation.

Prior to the issue of any Compliance Certificate (full or partial), the Malta Environment and Planning Authority shall request verification in writing from the Corporation that the development has been carried out in accordance with the conditions imposed by the Corporation.

This permit is granted saving third party rights. The applicant is not excused from obtaining any other permission required by law. The applicant should contact the following regarding the location and provision of services prior to commencing development:- Enemalta, Water Services Corporation, Maltacom, Drainage Department and Melita Cable.



Frances Pisani  
Secretary  
Development Control Commission

71700

71600

71500

71400

71300

71200

54400

54500

54600

54700

54800

# PLANNING AUTHORITY

## Mapping Unit Site Plan, Scale 1:2500

Part of Survey Sheet(s): 540710 540715 545710 545715

- The numbered lines indicate 100m intervals on a U.T.M. grid

- This site plan is not to be used for interpretation or scaling of scheme alignments

- Users noting additions or corrections to this map are kindly requested to inform the Mapping Unit

Copyright Mapping Unit, Planning Authority

Vat Reg. No. 1281-6/03

Form No. MU 002

St. Francis Ravello  
Floriano

PO BOX 200, Valletta

Malta 24097811

BE & A (Planning) A & CE

MSc Env. Plan & Mgt.

Tel: 2148 5858 Mob: 79040466

Date Issued: 23/10/00

108, Fleur de Lys Rd., Birkirkara

St. Francis Ravello

Floriano

PO BOX 200, Valletta

Malta 24097811

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Tel: 2148 5858 Mob: 79040466

COVERED BY  
P.A. 2513/04

COVERED BY  
P.A. 2513/04

SANITA  
APPROVED  
1 AUG 06  
Jen de' Coni Mancilla  
Sanitary Engineer

Super / Agente / Controlador  
Permit / Permiso / Licencia  
Date / Fecha / Fecha

REVIEWED AS PER REQUIREMENTS  
OF FIRE SAFETY REVIEW DATED  
10-6-2005

F. J. WILSON  
OFFICE, MIERSM, MIPO

CACHIA & ASSOCIATES  
ARCHITECTS AND PLANNING CONSULTANTS

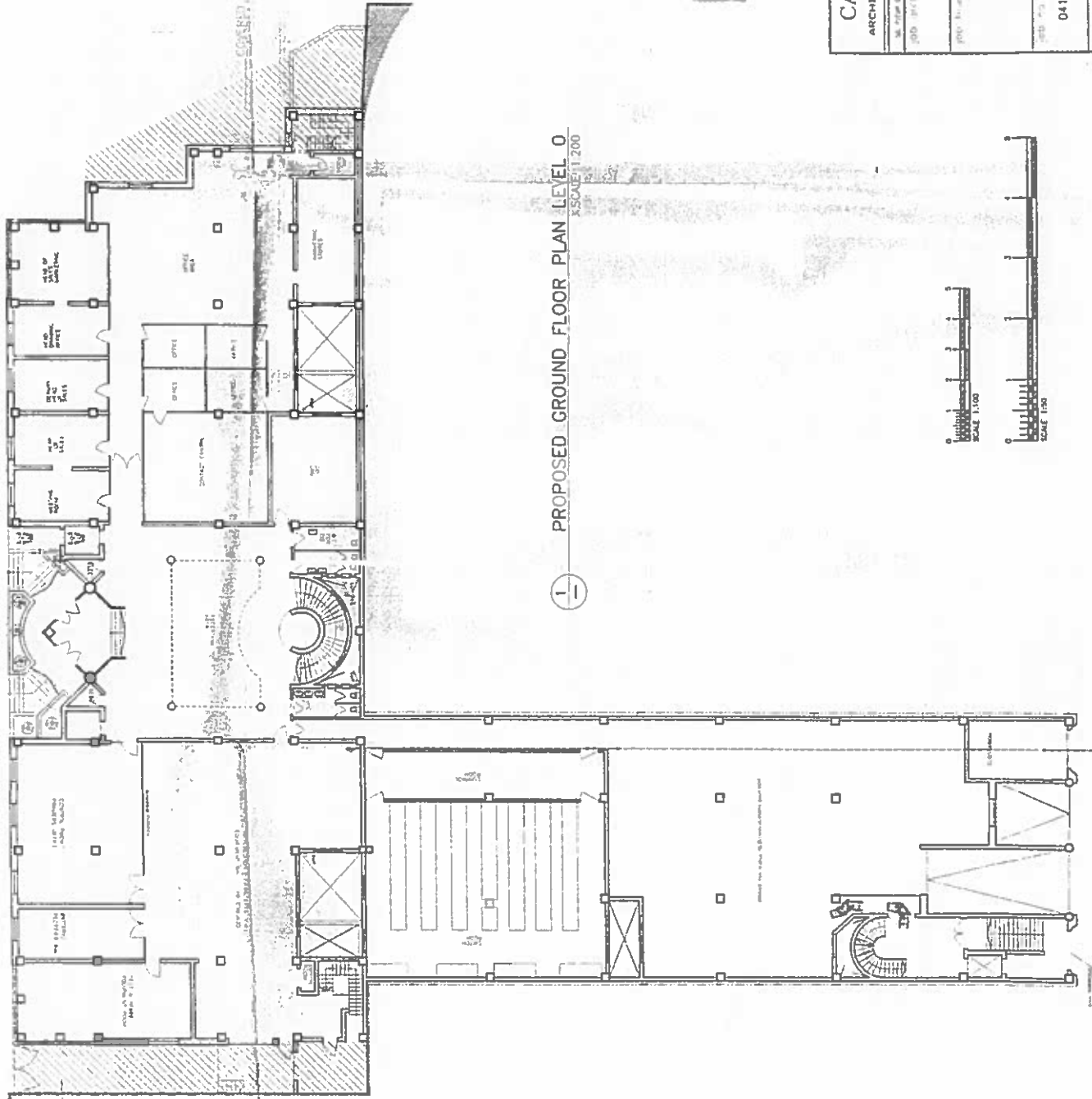
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job title	ALTERATIONS TO EXISTING BUILDING PLUS DEMOLITION OF EXISTING STORE & CONSTRUCTION OF SEMI BASEMENT & PARKING, GROUND FLOOR STORAGE & 1ST, 2ND, 3RD OFFICES IS AN EXTENSION TO GO MOBILE PREMISES		
job architect	CHRIS CACHIA	scale	1:100
scale	AS SHOWN	DATE	FEB 05
BY	BC	OFFICE	CC

1 PROPOSED SEMI-BASEMENT PLAN LEVEL -1  
SCALE 1:200

THIS IS AN IMPROVED DOCUMENT  
DEVELOPED BY CONTROL COMMISSION

MEETING  
ENDORSED BY:





PROPOSED GROUND FLOOR PLAN LEVEL 0  
SCALE 1:200



SEALTA  
APPROVED  
17 AUG. 2005  
Jean de Caroli Mancica  
Sanitary Engineer

PLAN No P.A. 190/2005/12A  
D.C.C. Board no.

44 PERCENT FOR REQUIREMENTS  
OF THE SANITARY ENGINEER  
10-6-2005

F.J. WILSON  
GIFRE, MIERSM, MIPPO

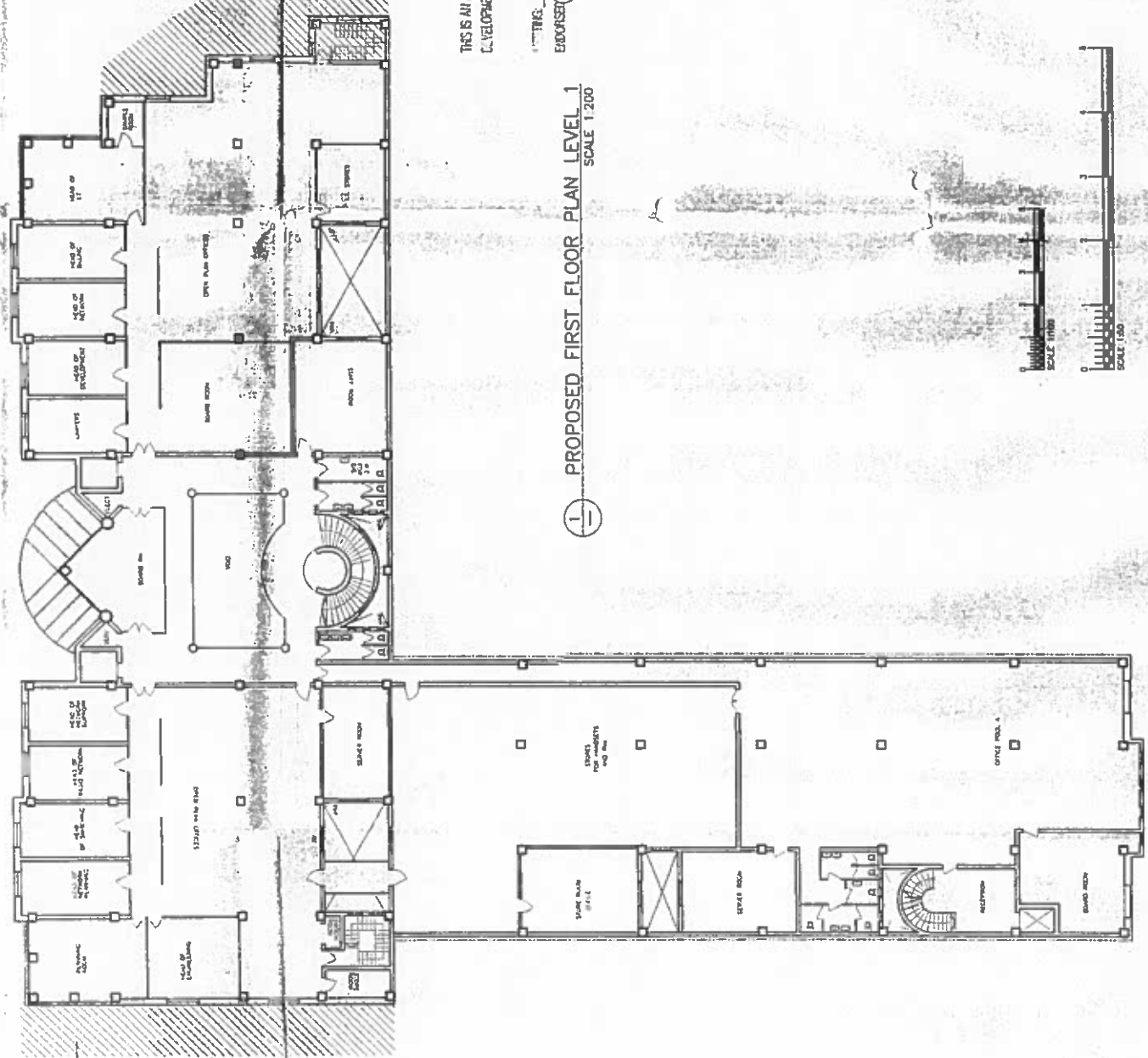
CACHIA & ASSOCIATES  
ARCHITECTS AND PLANNING CONSULTANTS

DRW. No.	04182	DRWING No.	04182A009-3
DATE	17/05/05	DATE	17/05/05
BY	CHRIS CACHIA	BY	CHRIS CACHIA
CHECKED		CHECKED	
AS SHOWN	FEB 05	R.C.	C.C.

ALTERATIONS TO EXISTING BUILDING  
PLUS DEMOLITION OF EXISTING STORE  
& CONSTRUCTION OF SEMI BASEMENT  
PARKING, GROUND FLOOR STORAGE &  
1ST, 2ND, 3RD OFFICES IS AN EXTENSION  
TO GO MOBILE PREMISES

COVERED BY  
P.A. 54/04

COVERED BY  
P.A. 54/04



1 PROPOSED FIRST FLOOR PLAN LEVEL 1  
SCALE 1:200

SANITA  
APPROVED  
27 AUG 2005  
Jen de' Conti Manufo  
Sanitary Engineer

THIS IS AN APPROVED DOCUMENT  
CONTROL COMMISSION

THIS  
EXHIBITION

13/05/05  
Perf  
Date

REVISED AS PER REQUIREMENTS  
OF FIRE SAFETY REPORT DATED  
10-6-2005

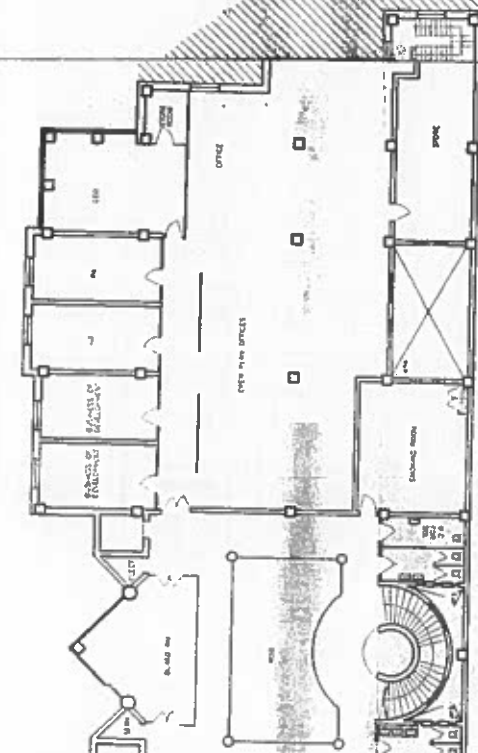
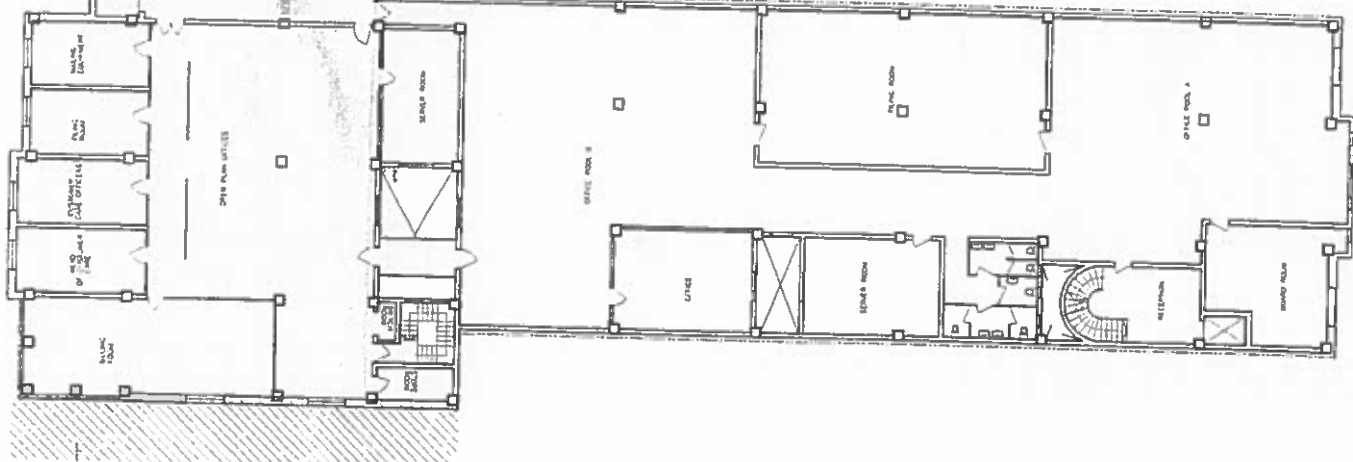
F.B. WILSON  
GIFRE, MIIRSM, MIFPO

CACHIA & ASSOCIATES	
ARCHITECTS AND PLANNING CONSULTANTS	
job architect	CHRIS CACHIA
job title	ALTERATIONS TO EXISTING BUILDING PLUS DEMOLITION OF EXISTING STORE & CONSTRUCTION OF SEMI BASEMENT PARKING, GROUND FLOOR STORAGE & STAND, AND OFFICE POOL 4 IS AN EXTENSION TO GO MOBILE PREMISES
job no.	04182
drawing no.	04182A009-4
scale	note
AS SHOWN	FEB.05
drawn	check
C.C.	C.C.





COVERED BY  
P.A. 545/04



1 PROPOSED SECOND FLOOR PLAN LEVEL 2  
SCALE 1:200

COVERED BY  
P.A. 253/04

Kommunikationsdepartement - Bureau d'Urbanisme  
Veuillez Approuver / Approve  
Part: *[Signature]*  
Date: 1/6/05

THIS IS AN APPROVED DOCUMENT  
BY THE URBANISM CONTROL COMMISSION

350 APPROVED  
24/05/05  
Jean de Conil Manduca  
Sanitary Engineer

MEETING: \_\_\_\_\_  
ENDORSED BY: \_\_\_\_\_



REVISED AS PER REQUIREMENTS  
OF FIRE SAFETY REPORT DATED  
10-6-2005  
24/05

F. J. WILSON  
GIFireE, MURSM, MIPPO

CACHIA & ASSOCIATES  
ARCHITECTS AND PLANNING CONSULTANTS

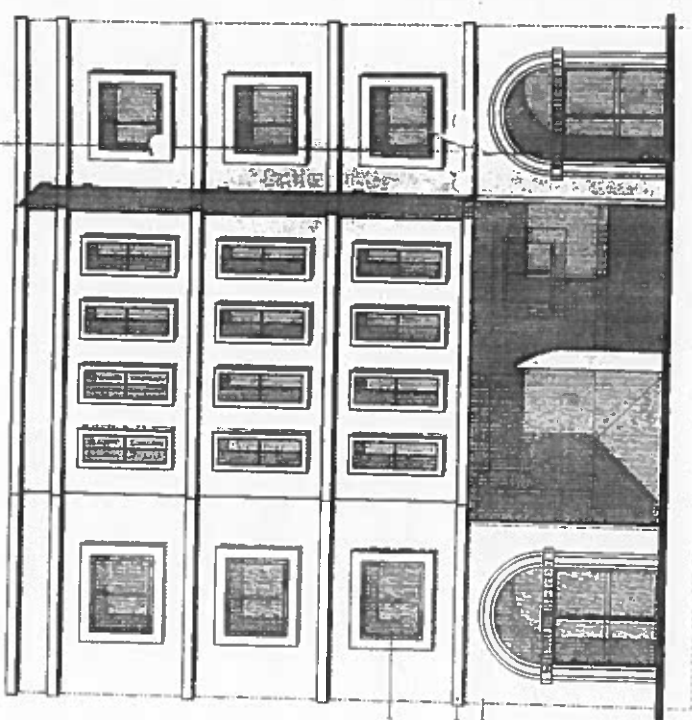
58, rue de la République 69002 LYON 04 78 11 44 00 FAX 04 78 11 44 09

job architect  
CHRIS CACHIA

job title  
ALTERATIONS TO EXISTING BUILDING  
PLUS DEMOLITION OF EXISTING STORE  
& CONSTRUCTION OF NEW BASEMENT  
PARKING, GROUND FLOOR STORAGE &  
1ST, 2ND, 3RD OFFICES IS AN EXTENSION  
TO GO MOBILE PREMISES

job no.  
04182  
drawing no.  
04182A009-5

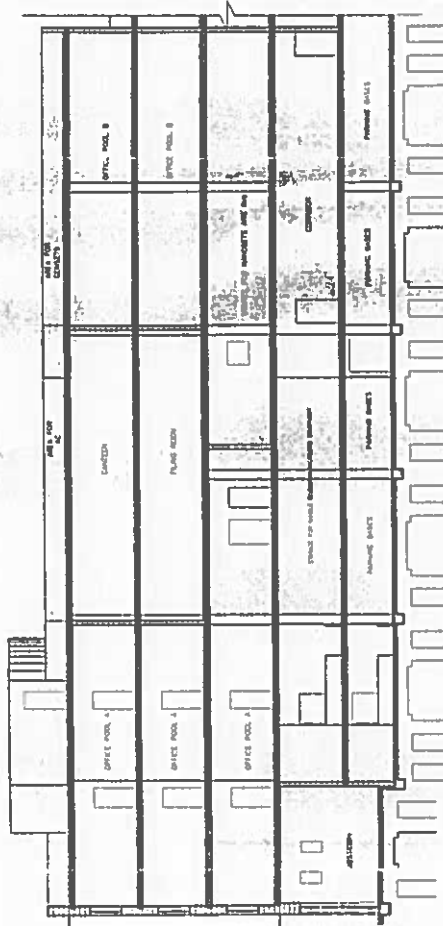
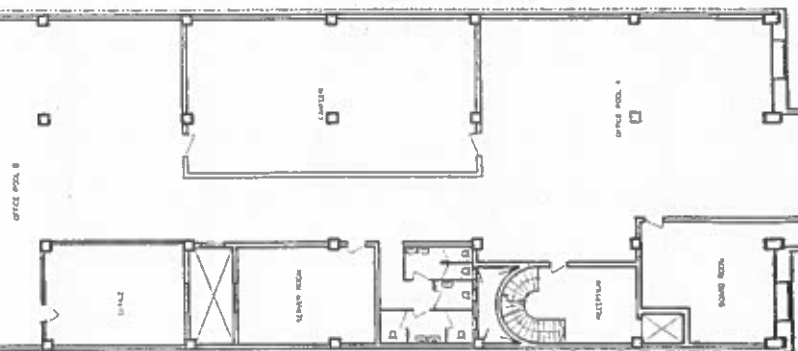
AS SHOWN	date	drawn	check
AS SHOWN	FEB 05	R.C.	C.C.



2 PROPOSED FRONT ELEVATION  
SCALE 1:100



PROPOSED THIRD FLOOR PLAN LEVEL 3  
SCALE 1:200



PROPOSED LONGITUDINAL SECTION  
SCALE 1:200



SAFETY  
APPROVED

**התאחדות המורים והמורות**

1557

THE UNIVERSITY OF CHICAGO

*[Signature]*

REVISED AS PER REQUIREMENTS  
OF FRC SAFETY REPORT, DATED  
10-6-2005

**E. J. WILSON**  
CICFire., MIIRSM, MIFPO

**CACHIA & ASSOCIATES**  
ARCHITECTS AND PLANNING CONSULTANTS

**job architect**

CHRIS CACHIA

job title ALTERATIONS TO EXISTING BUILDING PLUS DEMOLITION OF EXISTING STORE & CONSTRUCTION OF SEMI BASEMENT PARKING, GROUND FLOOR STORAGE & 1ST, 2ND, 3RD OFFICES IS AN EXTENSION TO GO. MOBILE PREMISES

job no.	04182				drawing no.	04182A009-6			
scale					sheet				
date					drawn				checked



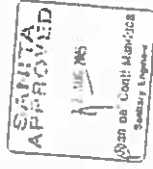
1 PROPOSED ROOF LEVEL  
SCALE 1:200

2 PROPOSED TRANSVERSE SECTION  
SCALE 1:200



THIS IS AN APPROVED DOCUMENT  
DEVELOPMENT CONTROL COMMISSION

MEETING  
ENDORSED BY:



REVISED AS PER REQUIREMENTS  
OF FIRE SAFETY REPORT DATED  
10-6-2005

F.A. WILSON  
GIRFEE, MURSM, MIFPO

CACHIA & ASSOCIATES  
ARCHITECTS AND PLANNING CONSULTANTS

job no.	04182	drawing no.	04182A009-7
job title	ALTERATIONS TO EXISTING BUILDING PLUS DEMOLITION OF EXISTING STORE & CONSTRUCTION OF SEMI BASEMENT & PARKING, GROUND FLOOR STORAGE & 1ST, 2ND, 3RD OFFICES IS AN EXTENSION TO GO MOBILE PREMISES		
job architect	CHRIS CACHIA		
drawn	date	check	C.C.
AS SHOWN	FEB 05		

Mr. Oliver Bonnici  
Go Mobile Ltd  
Triq Fra Diegu  
Marsa MRS 1501

Date: 13 July 2015  
Our Ref: PA/01739/15

Application Number: PA/01739/15  
Application Type: Renewal of development permission  
Date Received: 25 March 2015  
Approved Documents: PA1739/15/1C and;

PA2895/08/44A/44B (already sent); and

*Supporting Document:*  
*Accessibility Audit Report: PA2895/08/29 (already sent)*

Location: 12/13, II- Moll Tal- Injam, Marsa, Malta  
Proposal: Renewal to PA 2895/08 - to construct penthouse (offices).

### **Environment and Development Planning Act, 2010 Full Development Permission**

The Malta Environment & Planning Authority hereby renews permission to carry out the development described above, and in development permit application number PA 2895/08, in accordance with the approved documents. This permission is subject to the following conditions:

- 1 a) This development permission is valid for a period of FIVE YEARS from the date of publication of the decision in the press but will cease to be valid if the development is not completed by the end of this validity period.
- b) This permission relates only to the development as specifically indicated on the approved drawings. This permission does not sanction any other illegal development that may exist on the site.
- c) Copies of all approved drawings and documents shall be available for inspection on site by MEPA staff at all reasonable times. All works shall be carried out strictly in accordance with the approved drawings, documents and conditions of this permission. Where a matter is not specified, then the conditions of this permission and of Development Control Policy and Design Guidance shall take precedence and shall modify the drawings and documents accordingly.
- d) Where applicable, all building works shall be erected in accordance with the official alignment and official/existing finished road levels as set out on site by MEPA's Land Surveyor. The Setting Out Request Notice must be submitted to the Land Survey Unit of

PA/01739/15

Print Date: 14/07/2015

MEPA when the setting out of the alignment and levels is required.

e) Where an officially schemed street, within the development zone, bordering the site is unopened or unformed, it shall be opened up and brought up to its proper, approved and official formation levels prior to the commencement of any development hereby being permitted.

f) Before any part of the development hereby permitted commences, the enclosed green copy of this development permission shall be displayed on the site. This must be mounted on a notice board, suitably protected from the weather and located not more than 2 metres above ground level at a point on the site boundary where it is clearly visible and can be easily read from the street. The copy of the permission must be maintained in a good condition and it shall remain displayed on the site until the works are complete.

g) A Commencement Notice is to be submitted to MEPA at least FIVE DAYS prior to the date of commencement of the development hereby approved. Failure to serve the Commencement Notice or to serve it within the required timeframe shall result in the imposition of fines according to Schedule D of Legal Notice 277 of 2012, or its amendments, or its replacements.

h) Where applicable, the development hereby permitted shall be carried out in accordance with the provisions of the Environmental Management Construction Site Regulations, Legal Notice 295 of 2007 (or subsequent amendments). Any hoarding shall be erected in accordance with Schedule 2 of the same Regulations.

i) The height of the development shall not exceed the permitted number of floors and the height in metres as indicated on the approved drawings.

j) Air conditioning units shall not be located on the facades of the building which are visible from a public space/street.

k) There shall be no service pipes, cables or wires visible on the front elevation or on any other elevations of the building which are visible from the street or public space.

2 a) The facades of the building shall be constructed in local unrendered and unpainted stone, except where other materials, finishes and colours are indicated on the approved drawings.

b) All external apertures shall not be in gold, silver or bronze aluminium.

c) The penthouse level shall be set back by at least 4.25 metres from the front facade and by 1.5 metres from the back of the building. The external height of the penthouse shall not exceed 3.4 metres above roof level. No structures (other than those shown on the approved drawings) shall be constructed on the roof of the building.

d) All services located on the roof of the building shall be clustered together and surrounded by a 1.5 metres high non-solid screen. The services shall not exceed the height of this screen, which shall be set back 2 metres from the front and back edges of the roof of the underlying structures.

- 3 a) The approved premises shall be used as indicated on the approved drawings or as limited by any condition of this permission. If a change of use is permitted through the Development Planning (Use Classes) Order, 2014 (or its subsequent amendments), and it is not restricted by a condition of this permission, approval from the National Commission for Persons with Disability may still be required. Reference needs to be made to MEPA Circular 3/10 (with the exception of Appendix A), MEPA Circular 2/14 and their subsequent amendments.
- b) No activity is to take place outside the premises, unless clearly indicated on the approved drawings, and no crates or other items are to be stored outside. The placing/installation of any structures or facilities in front of the premises, unless indicated on the approved drawings, must be the subject of a separate clearance/permission from MEPA.
- 4 The development hereby permitted shall be subject to Final Compliance (Completion) Certification, verifying that the development has been carried out in full accordance with the approved drawings, documents and conditions imposed in this development permission. Prior to the issuing of the Final Compliance Certificate for this development, the applicant shall submit to MEPA clearance from the National Commission for Persons with Disability verifying that the development fully satisfies the accessibility standards and/or any conditions imposed by the Commission in its Accessibility Audit report PA2895/08/29.
- Should a partial compliance certificate be requested, a Bank Guarantee of EUR 25,000 shall be imposed to ensure that clearance is obtained from the National Commission Persons with Disability.
- 5 To make up for the shortfall in parking provision of 12 parking spaces, this development permission is subject to a contribution amounting to the sum of €13,976.24 (already paid) in favour of MEPA's Urban Improvements Fund for the locality within which the site is located. The funds raised shall be used to fund traffic management, green transport, urban improvements or similar projects, as prescribed by Policy 4.18 of "Development Control: Policy and Design Guidance, 2007". The contribution shall not be refundable and the funds shall be utilised as required and directed by MEPA.

A third party may have the right of appeal against this permission. Any action taken on this permission when such an appeal has been made, or until the time limit for the submission of such an appeal has expired, is undertaken at the risk that this permission may be revoked by the Environment and Planning Review Tribunal or quashed by the Court of Appeal.

Where the approved drawings and/or documents are dimensioned, then the declared dimensions shall prevail over the actual size as depicted on the approved drawings and/or documents.

Developers are advised to check the invert level to the sewer main with the Water Services Corporation as they would have to make their own arrangements where a gravity service connection is not possible. In these cases, the architect has to indicate the solutions envisaged and to indicate on the plan what needs to be carried out and obtain approval from WSC. Developers are further

reminded that connection of storm water into main sewers is not allowed.

If the declaration of ownership, as contained in the application form, is determined as incorrect by a Court of Law, then the said Court of Law can declare this development permission as null and void. This development permission does not remove or replace the need to obtain the consent of the land/building owner to this development before it is carried out. Furthermore, it does not imply that consent will necessarily be forthcoming nor does it bind the land/building owner to agree to this development. Where the land/building is owned or administered by the Government of Malta a specific clearance and agreement must be obtained for this development from the Land and/or Estate Management Departments.

This development permission is granted saving third party rights. This permission does not exonerate the applicant from obtaining any other necessary permission, license, clearance or approval required from any Government department, local council, agency or authority (including MEPA), as required by any law or regulation.

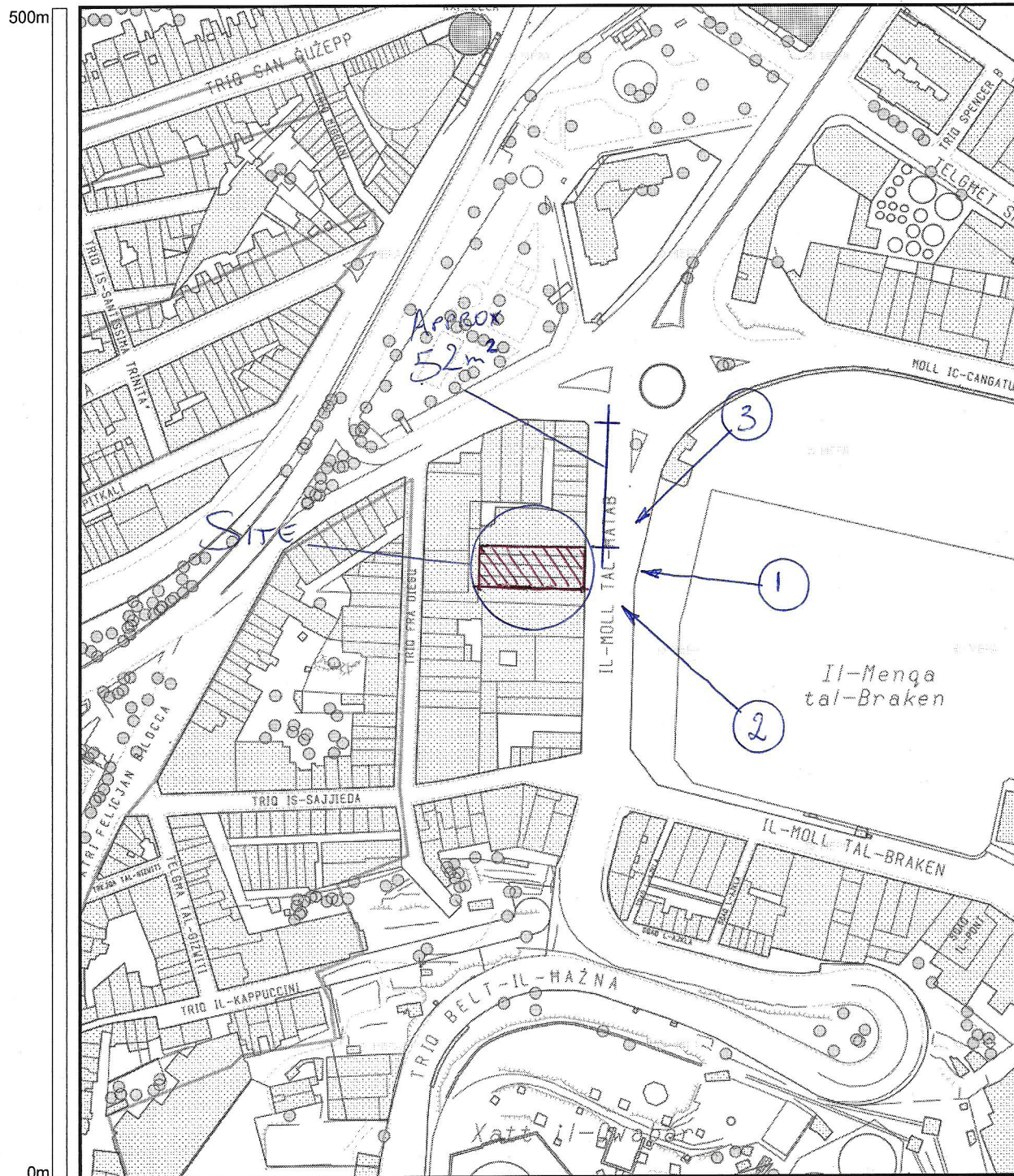
This development permit does not authorise any storage of substances listed in Occupational Health and Safety Authority Act (Cap. 424) - Control of Major Accident Hazards Regulations, 2003, as amended, in quantities that would render this site an establishment within scope of these regulations. The storage and handling of said substances may require a new or amended development permission in line with current policies and regulations.

For any non-residential uses hereby being approved, prior to commencement of any works on site or any eventual permitted change of use, the applicant shall be required to contact the Environment Protection Directorate (within MEPA) to obtain any necessary operational permit or registration. This requirement does not apply to Class 2B, 2C, 4A and 4B uses as listed in the Development Planning (Use Classes) Order 2014, or its subsequent amendments.

**This decision is being published on 22 July 2015.**

Claudine Faure  
Head EPC Secretariat  
Environment and Planning Commission





Min Easting 54464.55, Min Northing 71224.76, Max Easting 54864.55, Max Northing 71724.76

0m 400m

## MEPA - [www.mepa.org.mt](http://www.mepa.org.mt)

St. Francis Ravelin  
Floriana FRN 1230, Malta  
PO Box 200, Marsa MRS 1000, Malta  
Tel: +356 2290 0000 Fax: +356 22902295

### Site Plan, Scale 1:2500

Printed on: Wednesday, March 18, 2015

Not to be used for interpretation or scaling of scheme alignments  
Copyright © MEPA - Malta Environment & Planning Authority. Not for resale.

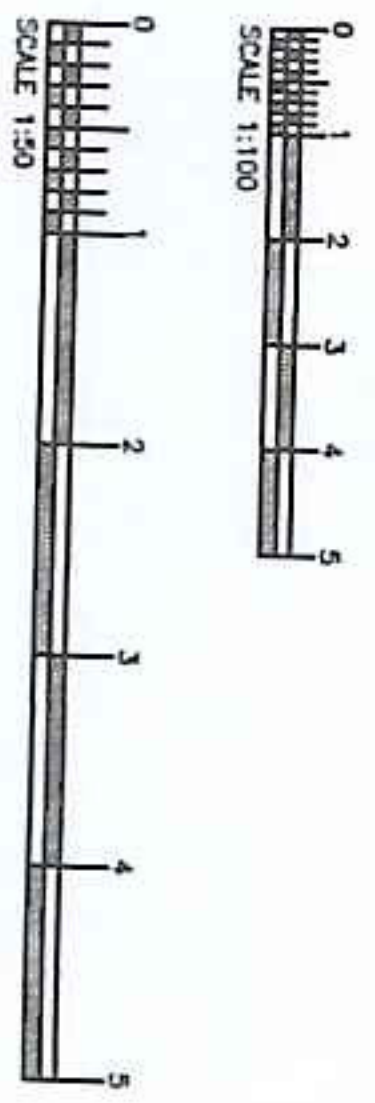
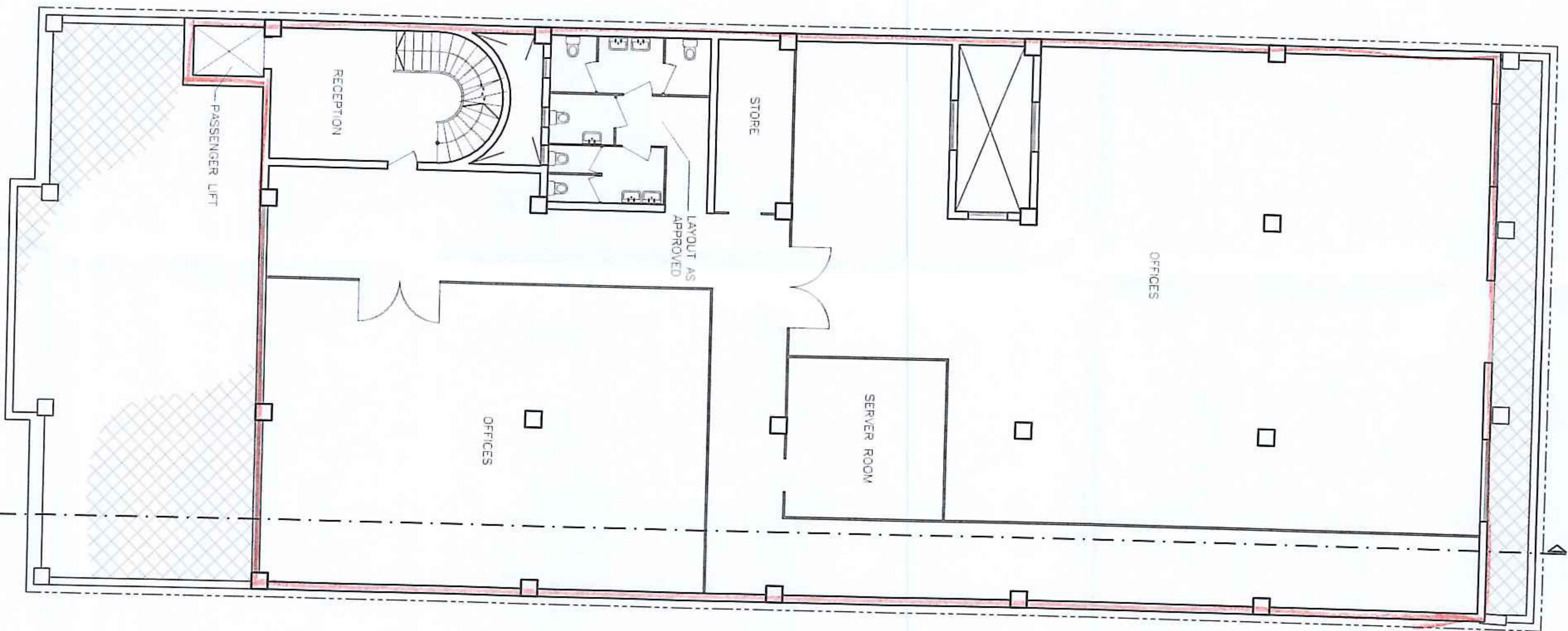
**CACHIA & ASSOCIATES**  
Perit Chris Cachia  
BE & A (Hons) A & CE  
MSc Env. Plan & Mgt.  
58, Fleur de Lys Rd., B'kara.  
Tel: 2148 5858 Mob: 79040404





1 PROPOSED PENTHOUSE FLOOR PLAN  
SCALE 1:100

2  
B001-2



701773

REV	DATE	NAME	REVISION DETAILS

**CACHIA & ASSOCIATES**  
ARCHITECTS AND PLANNING CONSULTANTS

58, FLEUR DE LYS RD, BIRKIRKAVA BKR 02, MALTA. TEL:21485858 FAX:21484858

job architect  
CHRIS CACHIA

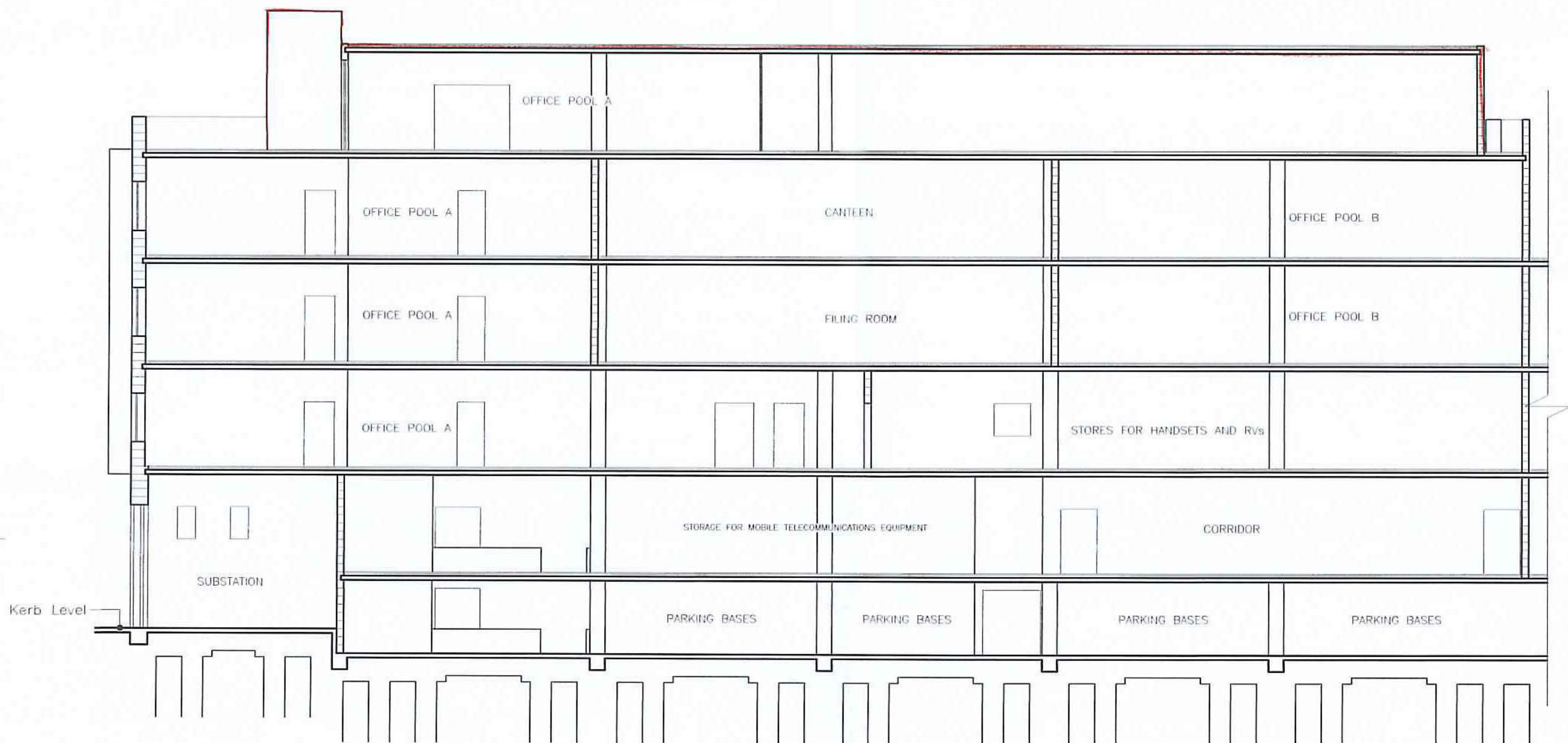
job title  
TO CONSTRUCT PENTHOUSE

job no. 0860	drawing no. 0860B001-1
scale AS SHOWN	date JUL 09
drawn R.C.	check C.C.

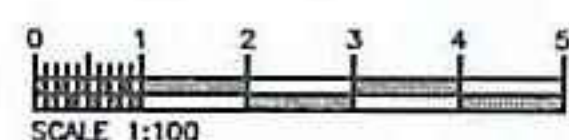




1 PROPOSED FRONT ELEVATION  
SCALE 1:50



2 PROPOSED LONGITUDINAL SECTION  
SCALE 1:100



CACHIA & ASSOCIATES ARCHITECTS AND PLANNING CONSULTANTS 50, FLOOR DE LYS POLYMERHALLA BNR 02, MALTA TEL: 2148888 FAX: 2148888		701774	
job architect CHRIS CACHIA		REV DATE NAME REVISION DETAILS	
client GO MOBILE		drawing title PROPOSED SECTION AND ELEVATION	
job title TO CONSTRUCT PENTHOUSE		job no. 0860	
		drawing number B001-2	
		code 0860B001	
		revision suffix	
		scale AS SHOWN	
		date JUL 09	
		drawn R.C.	
		checked C.C.	



Mr Edmond Brincat  
MCB Property Co Ltd  
Go Mobile  
Triq Fra Diegu  
Marsa MRS 1501

Date: 18 February 2016  
Our Ref: PA/04775/15

Application Number: PA/04775/15  
Application Type: Full development permission  
Date Received: 20 October 2015  
Approved Documents: PA 4775/15/1E/34A/28B/28C; and supporting document:  
Accessibility Audit Report PA 4775/15/29A

Location: Go Mobile, Triq Fra Diegu, Marsa, Malta  
Proposal: Internal and external alterations at ground floor level which include the relocation of the reception area and offices and the relocation of the main entrance.

### **Environment and Development Planning Act, 2010 Full Development Permission**

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

- 1
  - a) This development permission is valid for a period of FIVE YEARS from the date of publication of the decision in the press but will cease to be valid if the development is not completed by the end of this validity period.
  - b) This permission relates only to the development as specifically indicated on the approved drawings. This permission does not sanction any other illegal development that may exist on the site.
  - c) Copies of all approved drawings and documents shall be available for inspection on site by MEPA staff at all reasonable times. All works shall be carried out strictly in accordance with the approved drawings, documents and conditions of this permission. Where a matter is not specified, then the conditions of this permission and of Development Control Policy and Design Guidance shall take precedence and shall modify the drawings and documents accordingly.
  - d) Where applicable, all building works shall be erected in accordance with the official alignment and official/existing finished road levels as set out on site by MEPA's Land Surveyor. The Setting Out Request Notice must be submitted to the Land Survey Unit of MEPA when the setting out of the alignment and levels is required.

e) Where an officially schemed street, within the development zone, bordering the site is unopened or unformed, it shall be opened up and brought up to its proper, approved and official formation levels prior to the commencement of any development hereby being permitted.

f) Before any part of the development hereby permitted commences, the enclosed green copy of this development permission shall be displayed on the site. This must be mounted on a notice board, suitably protected from the weather and located not more than 2 metres above ground level at a point on the site boundary where it is clearly visible and can be easily read from the street. The copy of the permission must be maintained in a good condition and it shall remain displayed on the site until the works are complete.

g) A Commencement Notice is to be submitted to MEPA at least FIVE DAYS prior to the date of commencement of the development hereby approved. Failure to serve the Commencement Notice or to serve it within the required timeframe shall result in the imposition of fines according to Schedule D of Legal Notice 277 of 2012, or its amendments, or its replacements.

h) Where applicable, the development hereby permitted shall be carried out in accordance with the provisions of the Environmental Management Construction Site Regulations, Legal Notice 295 of 2007 (or subsequent amendments). Any hoarding shall be erected in accordance with Schedule 2 of the same Regulations.

i) Where applicable, all new developments shall be provided with a water cistern to store rainwater run-off as required by the Energy Performance of Buildings Regulations (2012) [published through Legal Notice 376 of 2012 and any amendments thereto].

j) All new developments shall conform to the Technical Guidance: Conservation of Fuel, Energy and Natural Resources - Document F [published through Government Notice 1002 of 2006 and any amendments thereto which are prevailing at the time of construction of the development].

k) The height of the development shall not exceed the permitted number of floors and the height in metres as indicated on the approved drawings.

l) No steps, ramps or street furniture are to be constructed on or encroached onto the public pavement or road.

m) Any doors and windows, the lower edge of which is less than 2m above road level, and any gates shall not open outwards onto a public pavement or road.

n) Where applicable, the garage door opening(s) at ground floor level, overlooking the public street, shall be fitted with a solid aperture within the thickness of the external wall along the building alignment. This aperture shall be of the same colour of the other apertures on the elevation, unless otherwise indicated on the approved drawings. This aperture shall be fitted prior to the issue of any Compliance Certificate (partial or full) on the whole or any part of the development hereby approved. No gates are permitted on this opening.

o) Where present, window grilles (including 'pregnant' windows), sills, planters and other similar elements which are part of or fixed to the facade of buildings, the lower edge of which is less than 2 metres above road level, shall not project more than 0.15 metres from the facade over a public pavement or street.



p) Air conditioning units shall not be located on the facades of the building which are visible from a public space/street.

q) There shall be no service pipes, cables or wires visible on the front elevation or on any other elevations of the building which are visible from the street or public space.

2 a) The facades of the building shall be constructed in local unrendered and unpainted stone, except where other materials/finishes are indicated on the approved drawings. Facades indicated to be rendered/finished other than in local stone, are to be painted in local stone colour, unless other colours are indicated on the approved drawings.

b) All external apertures and balconies shall not be in gold, silver or bronze aluminium.

c) All services located on the roof of the building shall be clustered together and surrounded by a 1.5 metres high non-solid screen. The services shall not exceed the height of this screen, which shall be set back 2 metres from the front and back edges of the roof of the underlying structures.

3 a) The approved premises shall be used as indicated on the approved drawings or as limited by any condition of this permission. If a change of use is permitted through the Development Planning (Use Classes) Order, 2014 (or its subsequent amendments), and it is not restricted by a condition of this permission, approval from the National Commission for Persons with Disability may still be required. Reference needs to be made to MEPA Circular 3/10 (with the exception of Appendix A), MEPA Circular 2/14 and their subsequent amendments.

b) Where provided, loading and unloading shall take place solely within the premises, and not from/on the public pavement or street.

c) Unless shown on the approved drawings, no approval is hereby granted for the display of any sign or advertisement. These must form the subject of a separate application for advertisement consent.

d) No activity is to take place outside the premises, unless clearly indicated on the approved drawings, and no crates or other items are to be stored outside. The placing/installation of any structures or facilities in front of the premises, unless indicated on the approved drawings, must be the subject of a separate clearance/permission from MEPA.

4 The development hereby permitted shall be subject to Final Compliance (Completion) Certification, verifying that the development has been carried out in full accordance with the approved drawings, documents and conditions imposed in this development permission. Prior to the issuing of the Final Compliance Certificate for this development, the applicant shall submit to MEPA:

- clearance from the National Commission for Persons with Disability verifying that the development fully satisfies the accessibility standards and/or any conditions imposed by the Commission in its Accessibility Audit report PA 4775/15/29A.

A third party may have the right of appeal against this permission. Any action taken on this  
PA/04775/15 Print Date: 22/02/2016

This document has been extracted from the Planning Authority online system.

DocStatus: Valid; Available to Public;

Printed on:13-Oct-2016 16:582918Doc Ref:PA04775/1548a

permission when such an appeal has been made, or until the time limit for the submission of such an appeal has expired, is undertaken at the risk that this permission may be revoked by the Environment and Planning Review Tribunal or quashed by the Court of Appeal.

Where the approved drawings and/or documents are dimensioned, then the declared dimensions shall prevail over the actual size as depicted on the approved drawings and/or documents.

Developers are advised to check the invert level to the sewer main with the Water Services Corporation as they would have to make their own arrangements where a gravity service connection is not possible. In these cases, the architect has to indicate the solutions envisaged and to indicate on the plan what needs to be carried out and obtain approval from WSC. Developers are further reminded that connection of storm water into main sewers is not allowed.

If the declaration of ownership, as contained in the application form, is determined as incorrect by a Court of Law, then the said Court of Law can declare this development permission as null and void. This development permission does not remove or replace the need to obtain the consent of the land/building owner to this development before it is carried out. Furthermore, it does not imply that consent will necessarily be forthcoming nor does it bind the land/building owner to agree to this development. Where the land/building is owned or administered by the Government of Malta a specific clearance and agreement must be obtained for this development from the Land and/or Estate Management Departments.

This development permission is granted saving third party rights. This permission does not exonerate the applicant from obtaining any other necessary permission, license, clearance or approval required from any Government department, local council, agency or authority (including MEPA), as required by any law or regulation.

This development permit does not authorise any storage of substances listed in Occupational Health and Safety Authority Act (Cap. 424) - Control of Major Accident Hazards Regulations, 2003, as amended, in quantities that would render this site an establishment within scope of these regulations. The storage and handling of said substances may require a new or amended development permission in line with current policies and regulations.

For any non-residential uses hereby being approved, prior to commencement of any works on site or any eventual permitted change of use, the applicant shall be required to contact the Environment Protection Directorate (within MEPA) to obtain any necessary operational permit or registration. This requirement does not apply to Class 2B, 2C, 4A and 4B uses as listed in the Development Planning (Use Classes) Order 2014, or its subsequent amendments.

**This decision is being published on 2 March 2016.**

Claudine Faure  
Head EPC Secretariat  
Environment and Planning Commission



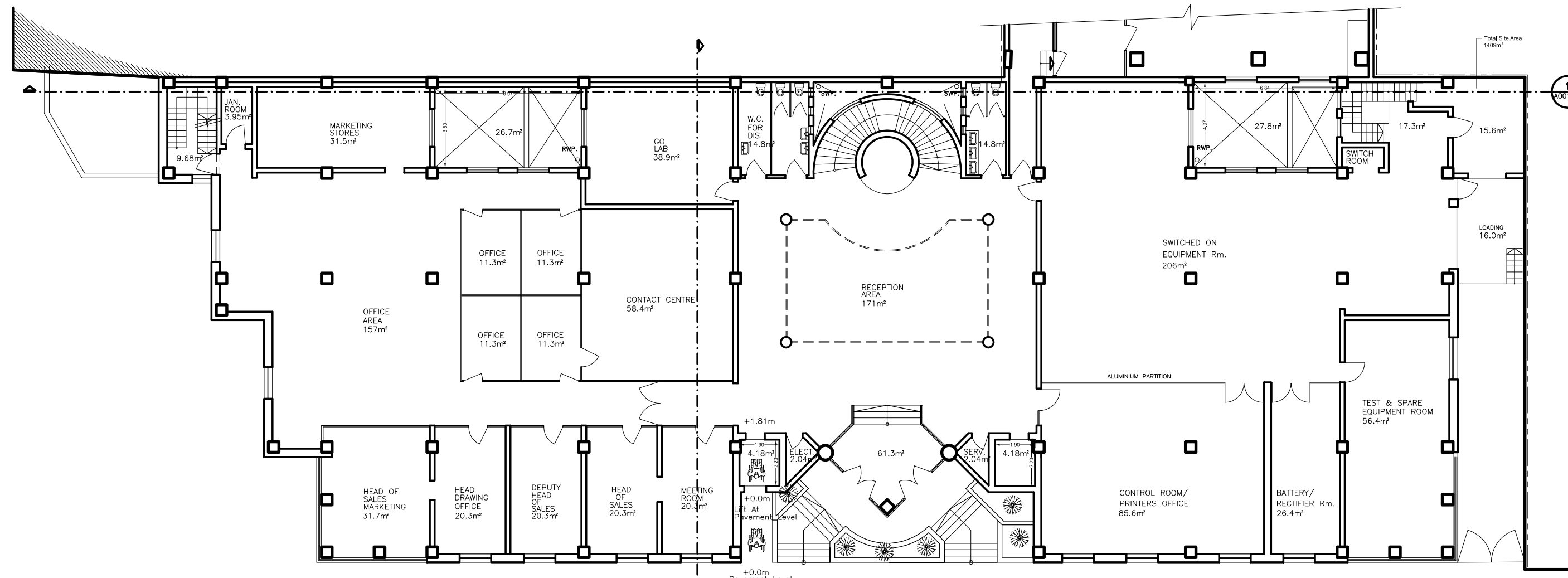
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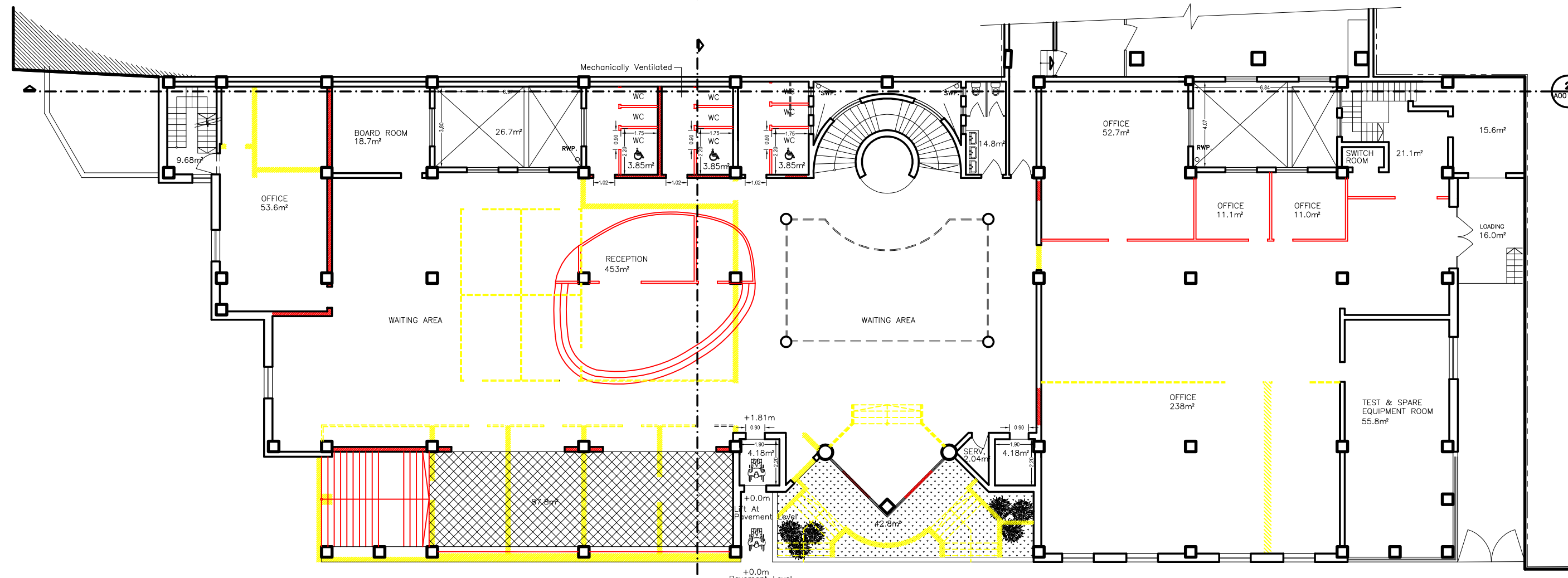
Not to be used for interpretation or scaling of scheme alignments  
Copyright © MEPA - Malta Environment & Planning Authority. Not for resale.



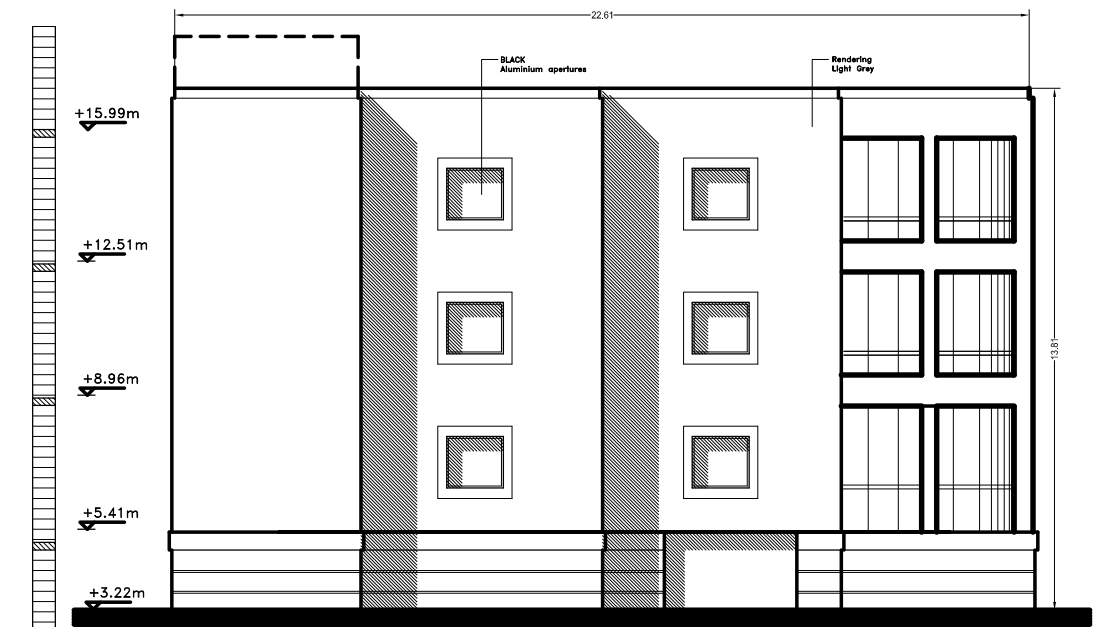




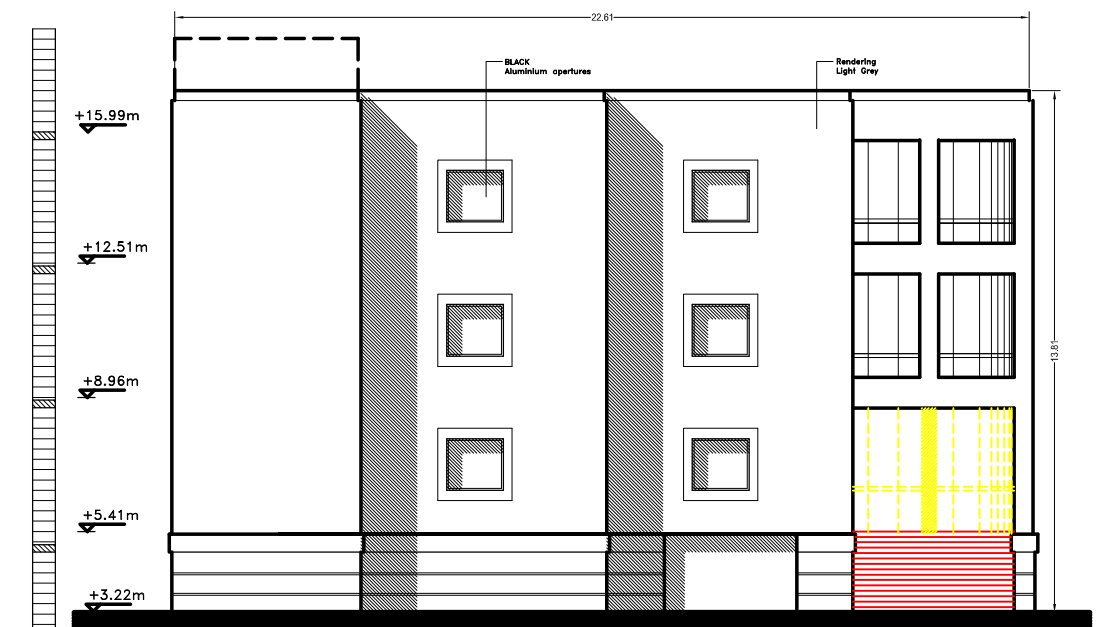
1 EXISTING GROUND FLOOR PLAN  
SCALE 1:200



2 PROPOSED GROUND FLOOR PLAN  
SCALE 1:200



3 EXISTING SIDE ELEVATION  
SCALE 1:200



4 PROPOSED SIDE ELEVATION  
SCALE 1:200

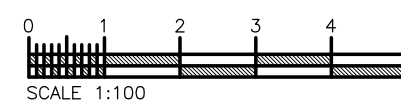
PERIT CHRIS CACHIA

ARCHITECTS AND PLANNING CONSULTANTS

58, FLEUR DE LYS RD., BIRKIRKARA BKR 02, MALTA. TEL: 21485858 FAX: 21484858

job architect

CHRIS CACHIA



SCALE 1:100



SCALE 1:50

Note

All Joints And Edges Of Paving Blocks Will Be Flush Providing An Even Smooth Surface.

Joints Will Be Filled In To The Top Surface Of The Slabs And There Will Be No Ridges At The Joints Or Anywhere Else In The Paving Surface

job title

Internal and external alterations at ground floor level which include the relocation of the reception area and offices and the relocation of the main entrance

job no.  
1557

drawing no.  
1557A001-1

suffix

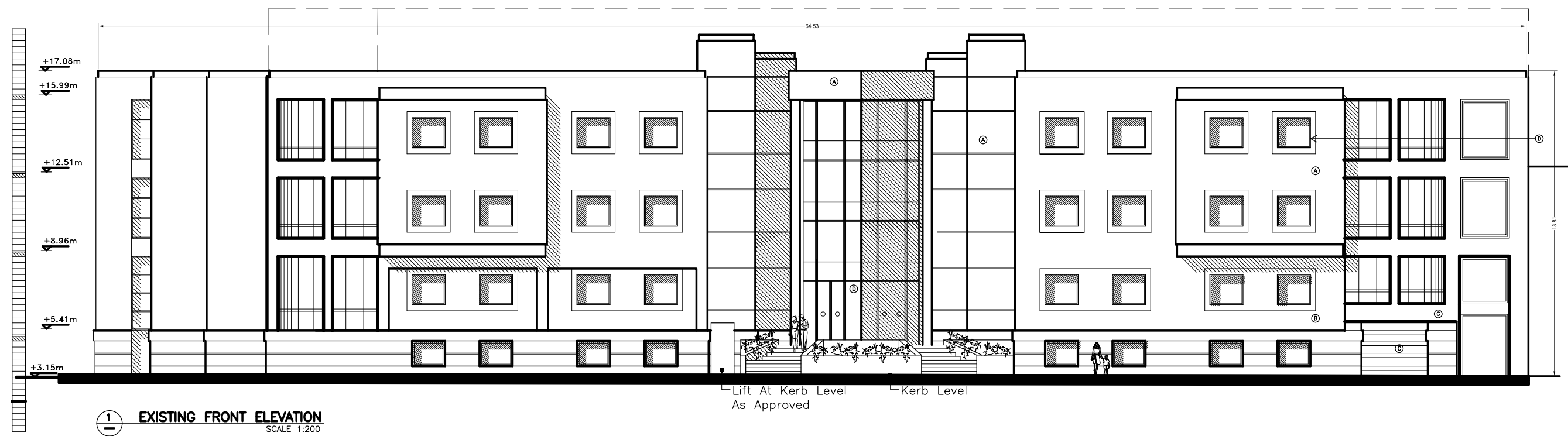
scale  
AS SHOWN

date  
OCT 15

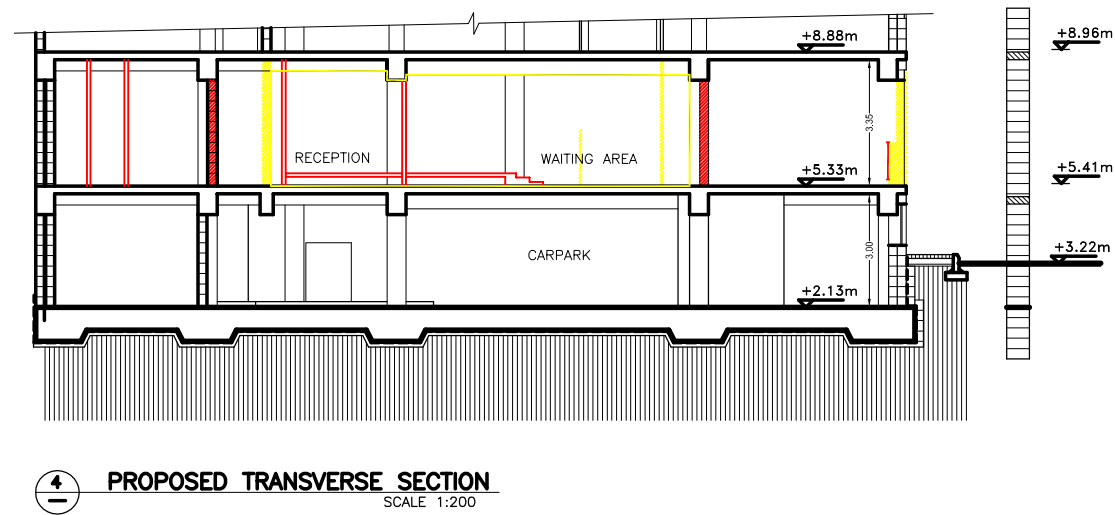
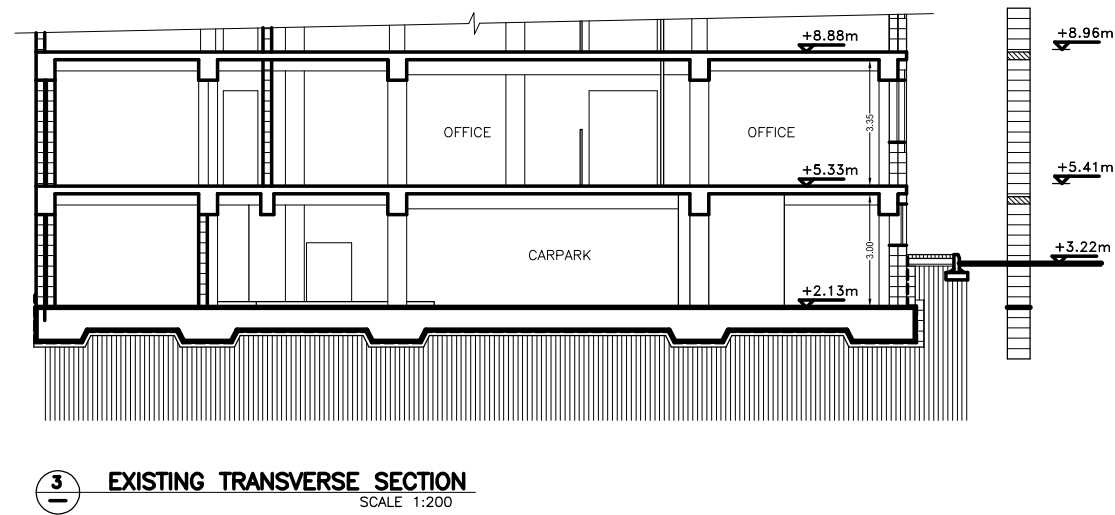
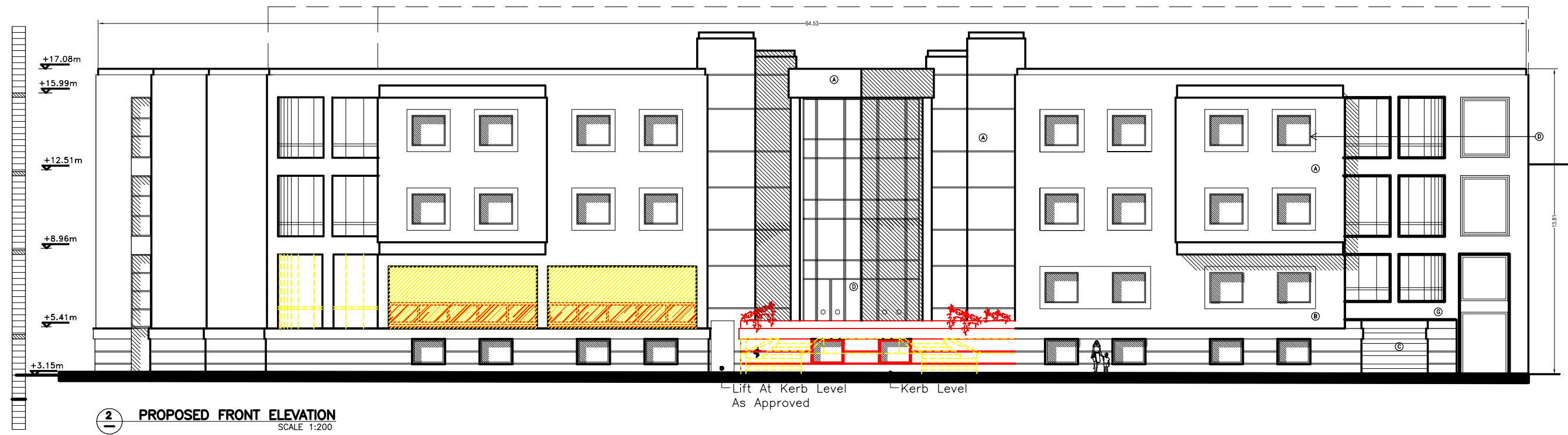
drawn  
R.C.

check  
C.C.





LEGEND	
④	Handpainted Limestone base
⑤	Handpainted light grey
⑥	UPVC Roller shutter
⑦	BLACK Aluminium aperture
⑧	BLACK STEEL GATE
⑨	Black Aluminium
⑩	White coloured Concrete floor
⑪	Stainless steel canopy



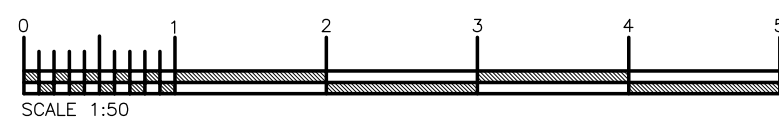
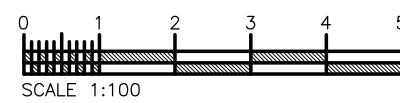
PERIT CHRIS CACHIA

ARCHITECTS AND PLANNING CONSULTANTS

58, FLEUR DE LYS RD., BIRKIRKARA BKR 02, MALTA. TEL:21485858 FAX:21484858

job architect

CHRIS CACHIA



Note

All Joints And Edges Of Paving Blocks Will Be Flush Providing An Even Smooth Surface.

Joints Will Be Filled In To The Top Surface Of The Slabs And There Will Be No Ridges At The Joints Or Anywhere Else In The Paving Surface

job title

Internal and external alterations at ground floor level which include the relocation of the reception area and offices and the relocation of the main entrance

job no.  
1557

drawing no.  
1557A001-2

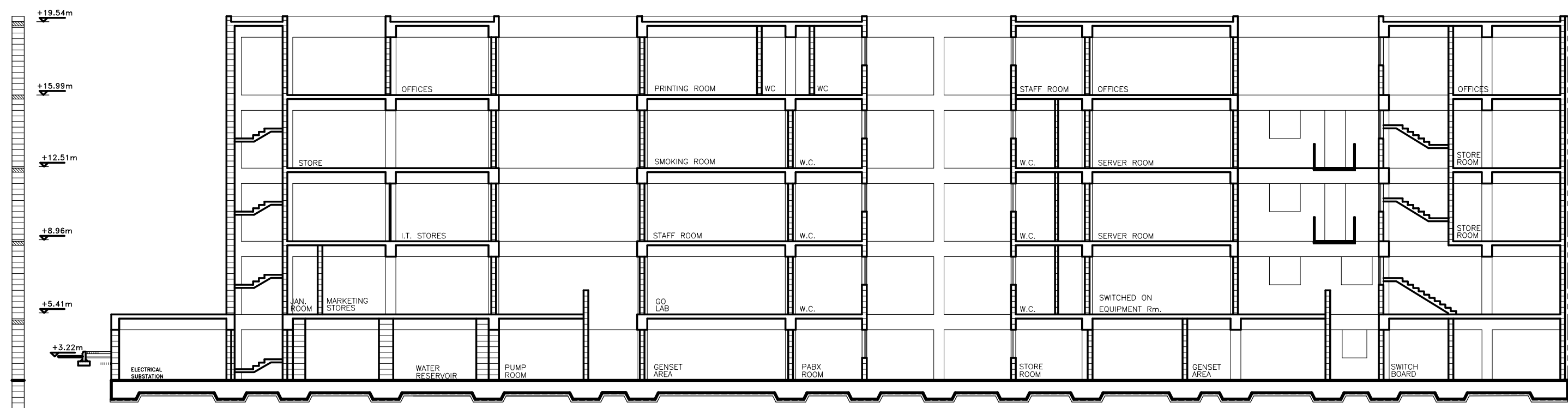
suffix

scale  
AS SHOWN

date  
OCT 15

drawn  
R.C.

check  
C.C.



1 EXISTING LONGITUDINAL SECTION  
SCALE 1:200



2 PROPOSED LONGITUDINAL SECTION  
SCALE 1:200

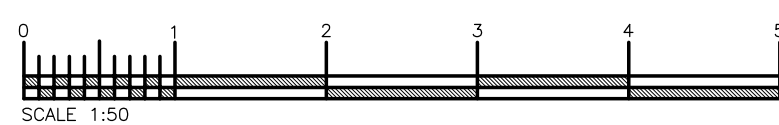
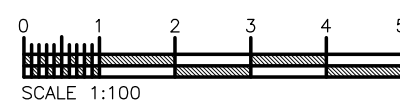
## PERIT CHRIS CACHIA

ARCHITECTS AND PLANNING CONSULTANTS

58, FLEUR DE LYS RD., BIRKIRKARA BKR 02, MALTA. TEL:21485858 FAX:21484858

job architect

CHRIS CACHIA



### Note

All Joints And Edges Of Paving Blocks Will Be Flush Providing An Even Smooth Surface.

Joints Will Be Filled In To The Top Surface Of The Slabs And There Will Be No Ridges At The Joints Or Anywhere Else In The Paving Surface

job title

Internal and external alterations at ground floor level which include the relocation of the reception area and offices and the relocation of the main entrance

job no.  
1557

drawing no.  
1557A001-3

suffix

scale  
AS SHOWN

date  
OCT 15

drawn  
R.C.

check  
C.C.

Mr Oliver Borg  
Go plc  
Triq Fra Diegu  
Marsa MRS 1501

Date: 29 September 2017  
Our Ref: PA/06540/17

Application Number: PA/06540/17  
Application Type: Full development permission  
Date Received: 2 June 2017  
Approved Documents: PA 6540/17/1a/1b/1c/1d/12c

Location: Go Plc, Triq Fra Diegu c/w, Il-Moll Tal-Hatab, Marsa, Malta  
Proposal: Proposed installation of fascia signs

### **Development Planning Act, 2016 Full Development Permission**

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

- 1
  - a) This development permission is valid for a period of FIVE YEARS from the date of publication of the decision in the press but will cease to be valid if the development is not completed by the end of this validity period.
  - b) This permission relates only to the development as specifically indicated on the approved drawings. This permission does not sanction any other illegal development that may exist on the site.
  - c) Copies of all approved drawings and documents shall be available for inspection on site by Planning Authority officers at all reasonable times.
  - d) The development shall be carried out in complete accordance with the approved drawings, documents and conditions of this permission. Where a matter is not specified, then the conditions of this permission and of Development Control Design Policy, Guidance and Standards 2015 shall apply.
  - e) Before any part of the development hereby permitted commences, the enclosed green copy of this development permission shall be displayed on the site. This must be mounted on a notice board, suitably protected from the weather and located not more than 2 metres above ground level at a point on the site boundary where it is clearly visible and can be easily read from the street. The copy of the permission must be maintained in a good condition and it shall remain displayed on the site until the works are completed.
  - f) A Commencement Notice is to be submitted to the Planning Authority, by the perit on behalf of the applicant, at least FIVE DAYS prior to the date of commencement of works

PA/06540/17

Print Date: 30/09/2017

or utilisation of the permission. Failure to submit the Commencement Notice (with all fields correctly completed) or failure to submit it within the required timeframe shall invalidate the Notice and shall result in the imposition of fines according to Schedule D of Legal Notice 277 of 2012, or its amendments, or its replacements. In addition, **if the applicant fails to submit the Commencement Notice or the Commencement Notice submitted is invalid, the relative permission shall be considered as never having been utilised** - Article 72(4) of the Development Planning Act (2016).

g) The development shall be carried out in accordance with the provisions of the Environmental Management Construction Site Regulations, Legal Notice 295 of 2007 (or subsequent amendments). Any hoarding shall be erected in accordance with Schedule 2 of the same Regulations.

h) Air conditioning units shall not be located on the facades of the building which are visible from the street or a public space.

i) There shall be no service pipes, cables or wires visible on the front elevation or on any other elevations of the building which are visible from the street or public space.

## 2 **Conditions imposed and enforced by other entities**

A. Where construction activity is involved:

(a) the applicant shall:

(i) **Appoint a Project Supervisor for the Design Stage and a Project Supervisor for the Construction Stage** and any such appointment shall be terminated, changed or renewed as necessary. The same person may be appointed to act as project supervisor for both the design and construction stage, if that person is competent to undertake the duties involved and

(ii) **Keep a health and safety file** prepared by the Project Supervisor for the Design Stage.

(b) When the construction works related to this application are scheduled to last longer than thirty working days and on which more than twenty workers are occupied simultaneously, or on which the volume of work is scheduled to exceed five hundred person-days, the project supervisor **shall communicate a prior notice to the Occupational Health and Safety Authority (OHSA) at least four calendar weeks before commencement of works.**

(c) The Project Supervisor for the Design Stage shall **draw up a health and safety plan** which sets out the occupational health and safety rules applicable to the construction activities concerned, outlining the measures to ensure cooperation between different contractors and shall also include specific measures concerning occupational risks that may be present at this site.

B. Where the development concerns a place of work:

The applicant shall:

(i) obtain a Perit's declaration that the necessary requirements arising out of LN 44 of 2002 have been included in the plans and drawings; and



- (ii) obtain a Perit's declaration that the building conforms to the requirements of LN 44 of 2002.

C. The development is to strictly adhere to the 'Design Guidelines on fire safety for buildings in Malta' to ensure that all Fire Safety measures and provisions are addressed as indicated in the Design Guidelines on Fire Safety for Buildings in Malta, published by the DCID in 2004, (or other relevant standard, provided it is approved by the Civil Protection Department), Policies, and the Laws and Regulations of Malta.

In terms of Article 72(3) of the Development Planning Act, 2016, the execution and validity of this permission is automatically temporarily **suspended** and no works as approved by the said development permission may commence before the lapse of the time period established in Article 13 of the Environment and Planning Review Tribunal Act and subsequently will remain so suspended if the Tribunal so decides in accordance with the Environment and Planning Review Tribunal Act.

Where the approved drawings and/or documents are dimensioned, then the declared dimensions shall prevail over the actual size as depicted on the approved drawings and/or documents.

Developers are advised to check the invert level to the sewer main with the Water Services Corporation as they would have to make their own arrangements where a gravity service connection is not possible. In these cases, the architect has to indicate the solutions envisaged and to indicate on the plan what needs to be carried out and obtain approval from WSC. Developers are further reminded that connection of storm water into main sewers is not allowed.

If the declaration of ownership, as contained in the application form, is determined as incorrect by a Court of Law, then the said Court of Law can declare this development permission as null and void. This development permission does not remove or replace the need to obtain the consent of the land/building owner to this development before it is carried out. Furthermore, it does not imply that consent will necessarily be forthcoming nor does it bind the land/building owner to agree to this development. Where the land/building is owned or administered by the Government of Malta a specific clearance and agreement must be obtained for this development from the Land and/or Estate Management Departments.

This development permission is granted saving third party rights. This permission does not exonerate the applicant from obtaining any other necessary permission, license, clearance or approval required from any Government department, local council, agency or authority, as required by any law or regulation.

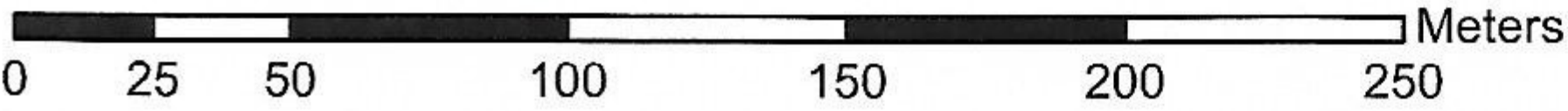
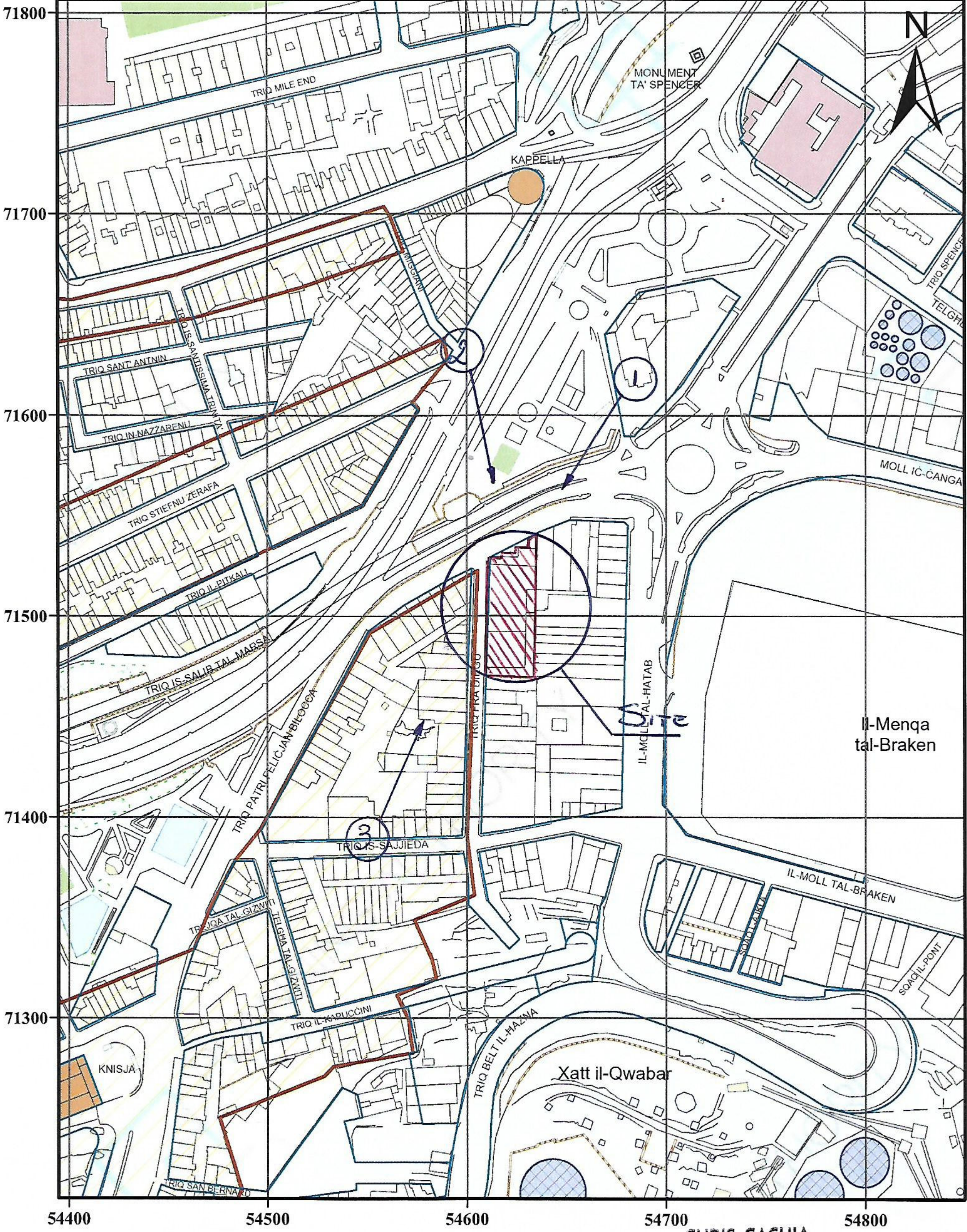
This development permit does not authorise any storage of substances listed in Occupational Health and Safety Authority Act (Cap. 424) - Control of Major Accident Hazards Regulations, 2003, as amended, in quantities that would render this site an establishment within scope of these regulations. The storage and handling of said substances may require a new or amended development permission in line with current policies and regulations.

For any non-residential uses hereby being approved, prior to commencement of any works on site or any eventual permitted change of use, the applicant shall be required to contact the Environment and Resources Authority to obtain any necessary operational permit or registration. This requirement does not apply to Class 2B, 2C, 4A and 4B uses as listed in the Development Planning (Use Classes) Order 2014, or its subsequent amendments.

**This decision is being published on 11 October 2017.**

Marthese Debono  
Secretary Planning Commission (Development Permissions)





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CHRIS CACHIA  
ARCHITECTS

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Date Printed: 13/04/2017

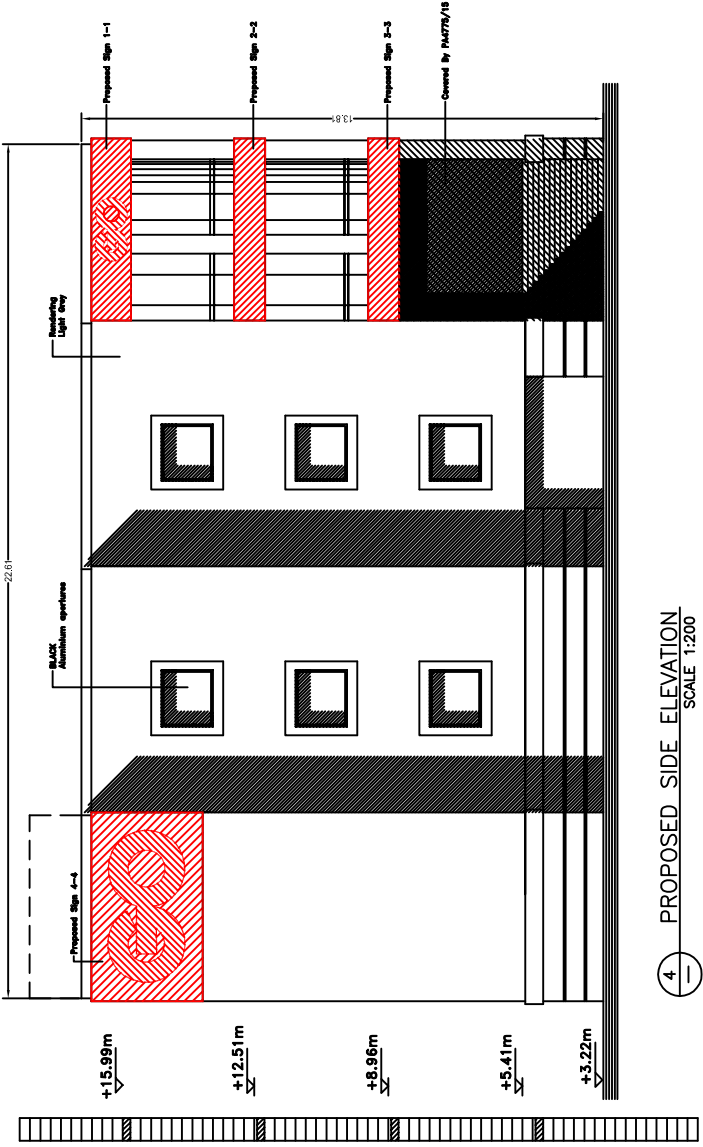
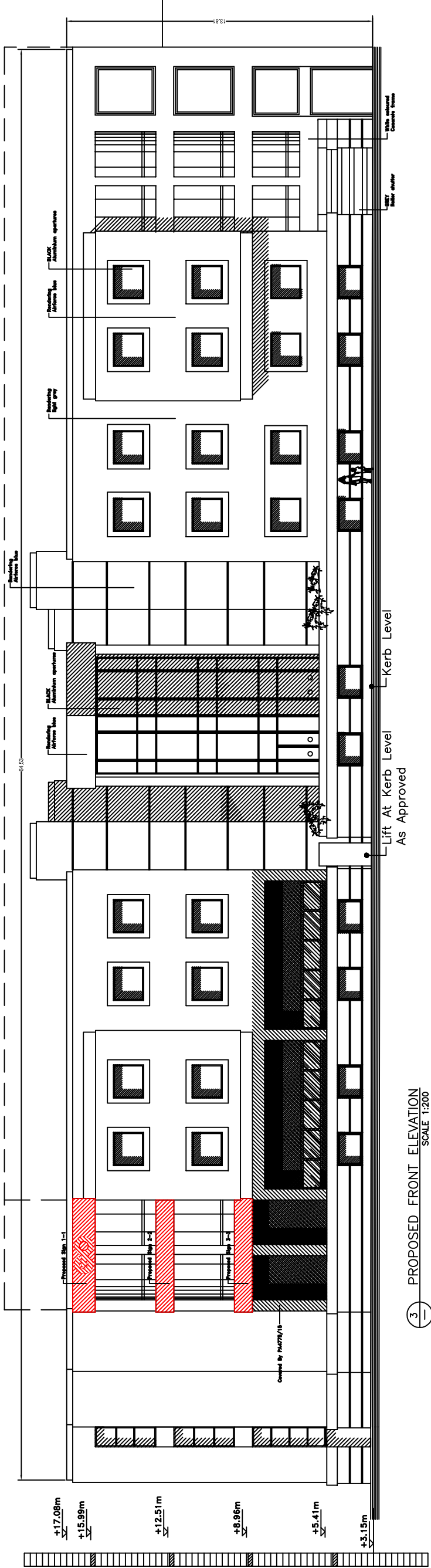
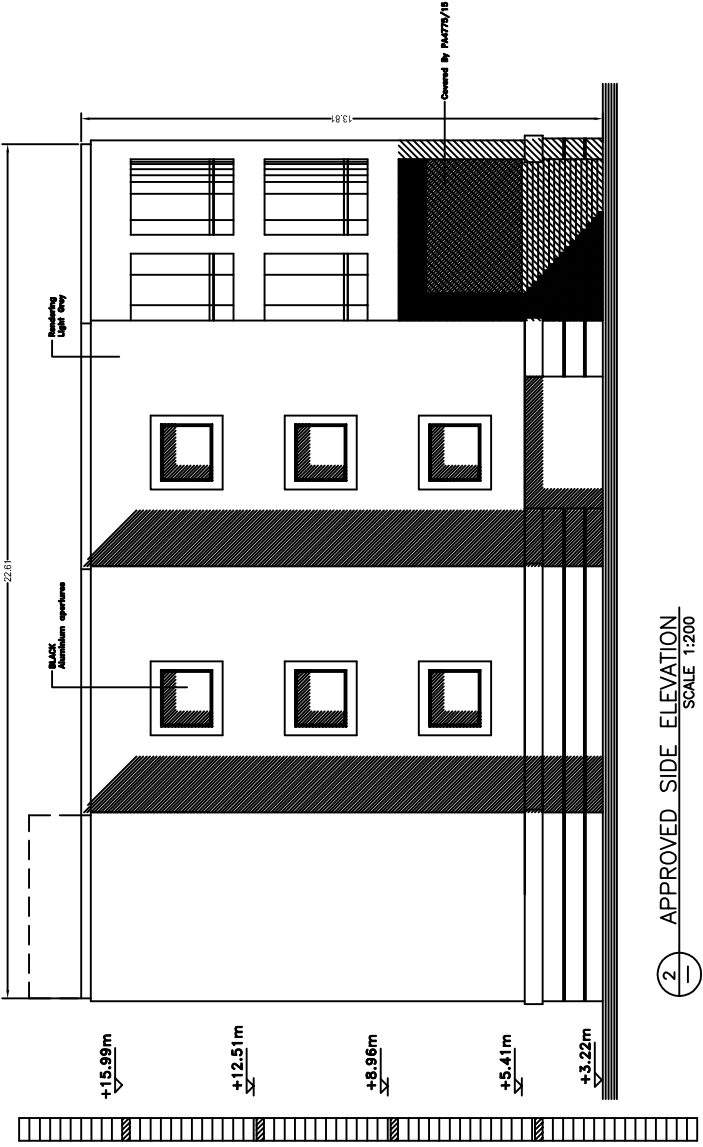
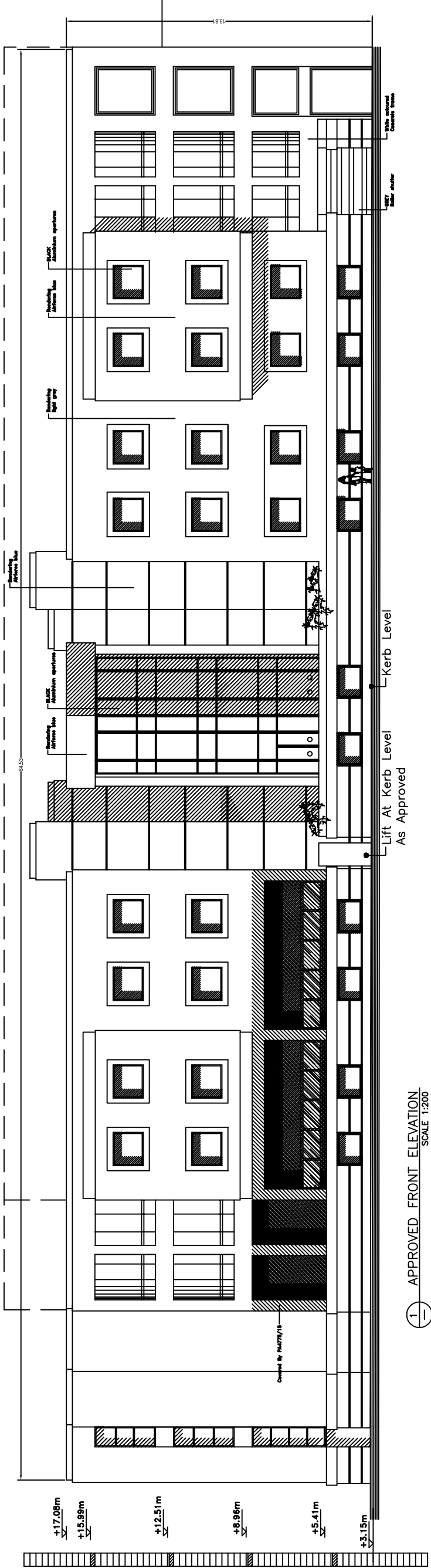
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Tel: 2148 5858 Mob. 7900 1000, 7904 0404

Email: info@chriscachia.com

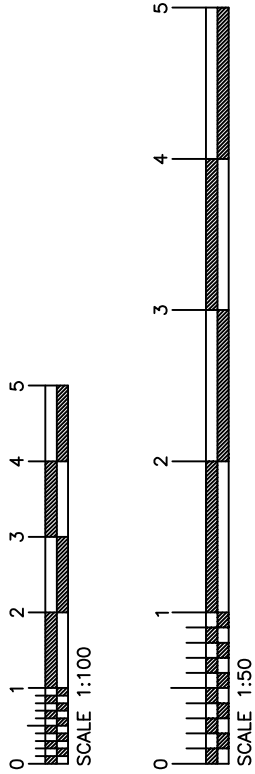


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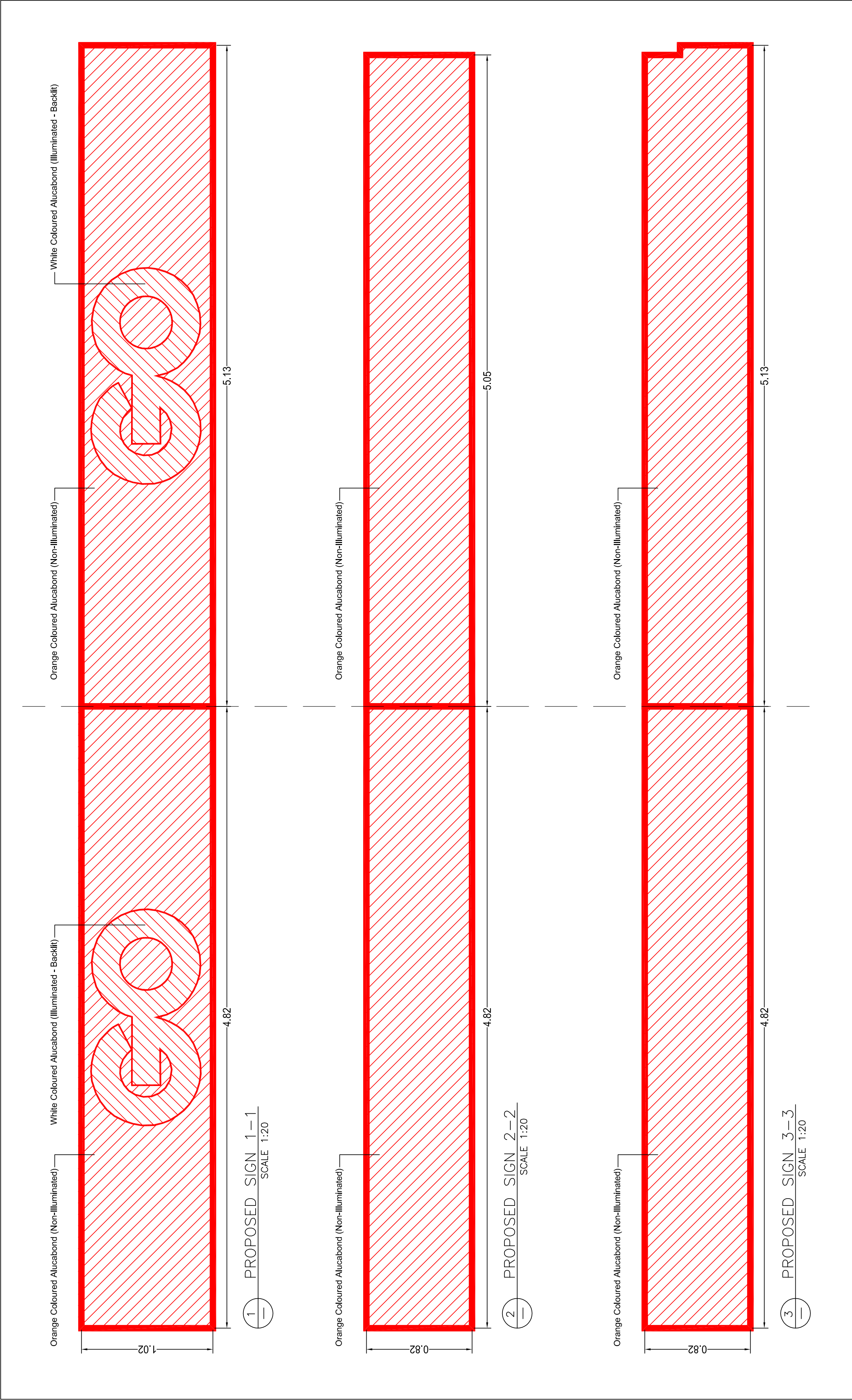




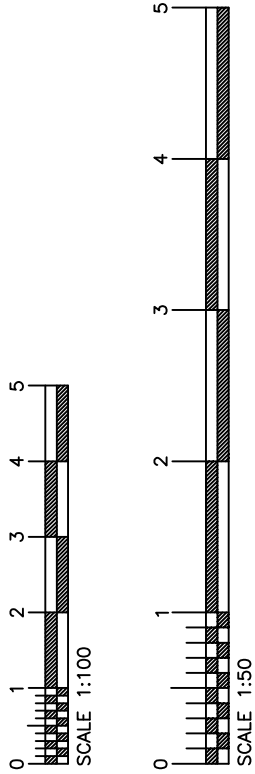
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	job architect CHRIS CACHIA				scale AS SHOWN	date APR 17	drawn R.C.	check C.C.

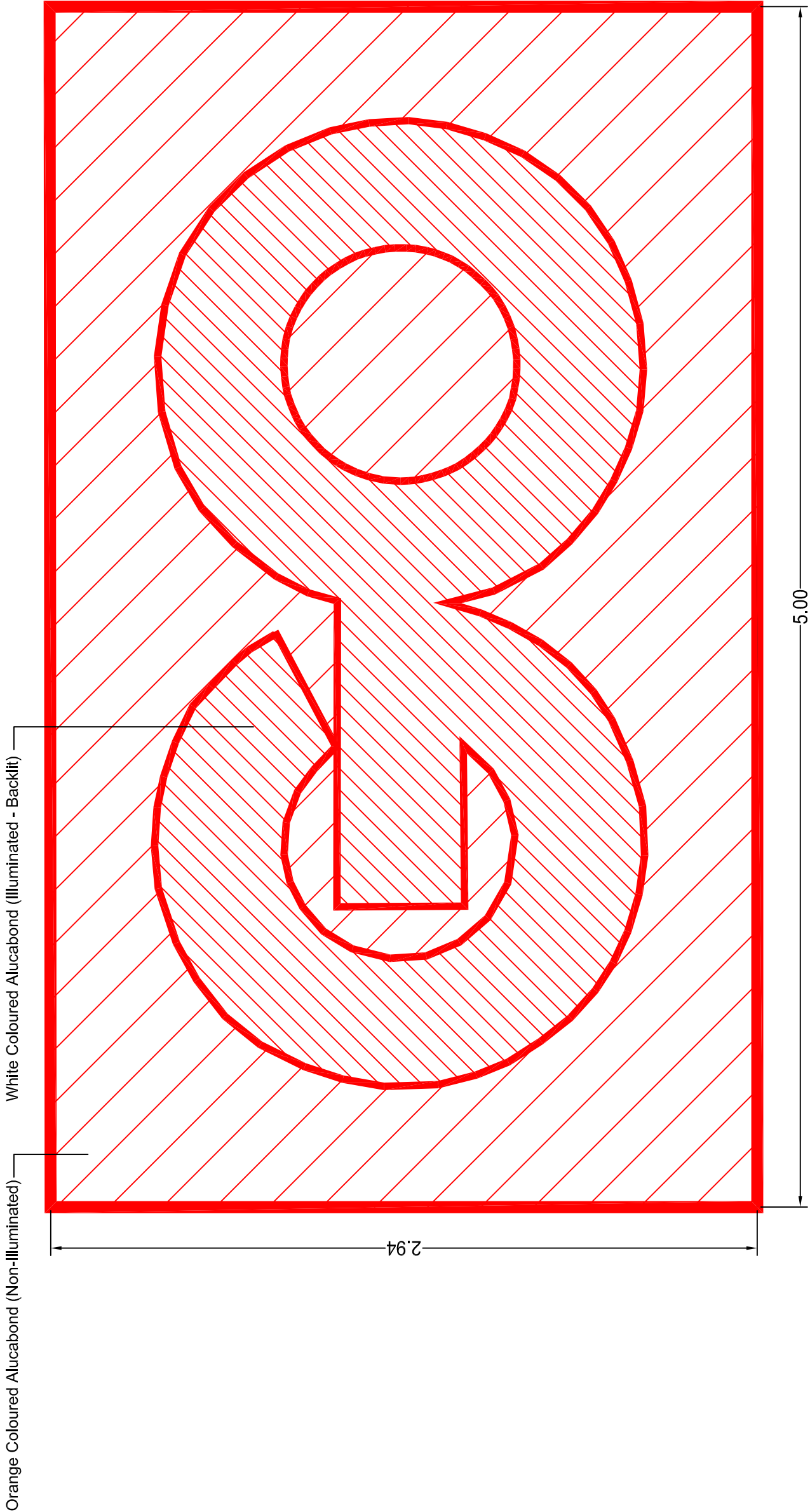






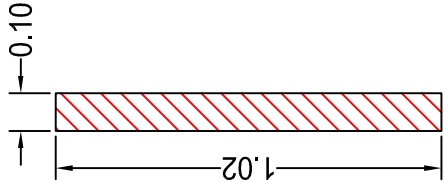
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job no. 1775		drawing no. 1775A001-3	suffix	drawn R.C.
				check C.C.



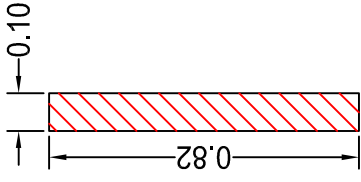


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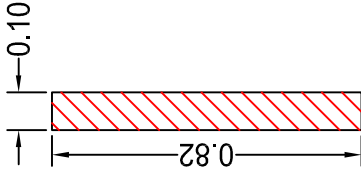
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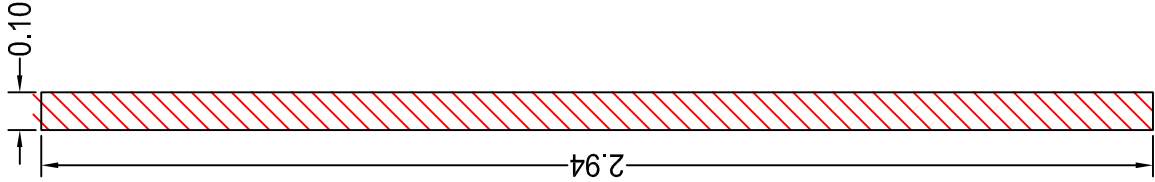
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SCALE 1:20



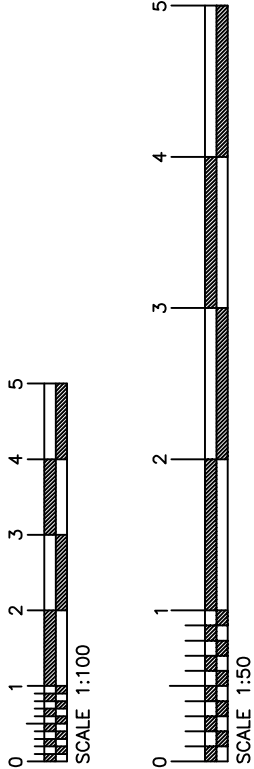
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SCALE 1:20



4 PROPOSED SIGN 4-4  
SCALE 1:20

<div>CHRIS CACHIA</div> <div>A R C H I T E C T S</div>		
	78B, FLEUR DE LYS RD.,BIRKIRKARA BKR 02, MALTA. TEL:21485858 FAX:21484858	
	job architect	CHRIS CACHIA

job title		PROPOSED INSTALLATION OF FASCIA SIGNS			
job no.		drawing no.			
1775		1775A001-4			
		suffix		drawn	
scale		date	check		
AS SHOWN		APR 17	R.C.	C.C.	





GO PLC Attn: Mr Oliver Bonnici

Date: 20 March 2019  
Our Ref: PA/11423/18

Application Number: PA/11423/18  
Application Type: Full development permission  
Date Received: 3 December 2018  
Approved Documents: PA 11423/18/1A/11C/11D/11E/11F/11G/11H/11I/11J  
*Supporting Documents:*  
Accessibility Audit Report PA 11423/18/40A  
Water Services Corporation PA 11423/18/37A

Location: Go Plc, Triq Fra Diegu c/w, Il-Moll Tal-Hatab, Marsa  
Proposal: To sanction amendments from PA2513/04 on the right hand side of the building, to sanction amendments from PA2896/08 at third floor level, to retain ground floor as existing/approved PA1090/05 instead of approved PA4775/15 and proposed replacement of existing steel stairs with a concrete stairs at ground floor level, proposed alterations at second floor level including the construction of a meeting room (Class 4A) and proposed extension at third floor level and construction of a meeting room (Class 4A).

### **Development Planning Act, 2016 Full Development Permission**

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

- 1 a) This development permission is valid for a period of FIVE YEARS from the date of publication of the decision in the press but will cease to be valid if the development is not completed by the end of this validity period.  
  
b) This permission relates only to the development as specifically indicated on the approved drawings. This permission does not sanction any other illegal development that may exist on the site.  
  
c) A Commencement Notice is to be submitted to the Planning Authority, by the perit on behalf of the applicant, at least FIVE DAYS prior to the date of commencement of works or utilisation of the permission. Failure to submit the Commencement Notice (with all fields correctly completed) or failure to submit it within the required timeframe shall invalidate the Notice and shall result in the imposition of fines according to Schedule D of

Legal Notice 277 of 2012, or its amendments, or its replacements. In addition, **if the applicant fails to submit the Commencement Notice or the Commencement Notice submitted is invalid, the relative permission shall be considered as never having been utilised** - Article 72(4) of the Development Planning Act (2016).

d) Copies of all approved drawings and documents shall be available for inspection on site by Planning Authority officers at all reasonable times.

e) The development shall be carried out in complete accordance with the approved drawings, documents and conditions of this permission. Where a matter is not specified, then the conditions of this permission and of Development Control Design Policy, Guidance and Standards 2015 shall apply.

f) Before any part of the development hereby permitted commences, the enclosed green copy of this development permission shall be displayed on the site. This must be mounted on a notice board, suitably protected from the weather and located not more than 2 metres above ground level at a point on the site boundary where it is clearly visible and can be easily read from the street. The copy of the permission must be maintained in a good condition and it shall remain displayed on the site until the works are completed.

g) All building works shall be erected in accordance with the official alignment and official/existing finished road levels as set out on site by the Planning Authority's Land Surveyor. The Setting Out Request Notice must be submitted to the Land Survey Unit of the Planning Authority when the setting out of the alignment and levels is required.

h) It is the responsibility of the permit holder to ensure that development is carried out in accordance with the provisions of the Environmental Management Construction Site Regulations, Legal Notice 295 of 2007 (or subsequent amendments). Any hoarding shall be erected in accordance with Schedule 2 of the same Regulations.

i) No steps, ramps or street furniture are to be constructed on or encroached onto the public pavement or road.

j) Any doors and windows, the lower edge of which is less than 2m above road level, and any gates shall not open outwards onto a public pavement or road.

k) Where present, window grilles (including 'pregnant' windows), sills, planters and other similar elements which are part of or fixed to the facade of buildings, the lower edge of which is less than 2 metres above road level, shall not project more than 0.15 metres from the facade over a public pavement or street.

l) Air conditioning units shall not be located on the facades of the building which are visible from the street or a public space.

m) There shall be no service pipes, cables or wires visible on the front elevation or on any other elevations of the building which are visible from the street or public space.

- 2
  - a) The façade(s) of the building shall be constructed in local un-rendered and unpainted stone, except where other materials/finishes are indicated on the approved drawings.
  - b) All the apertures and balconies located on the façade(s) of the building shall not be in gold, silver or bronze aluminium.
  - c) The height of the services on the roof of the building shall not extend beyond the approved height of the uppermost parapet wall.
- 3 The approved premises shall be used as indicated on the approved drawings or as limited by any condition of this permission. If a change of use is permitted through the Development Planning (Use Classes) Order, 2014 (or its subsequent amendments), and it is not restricted by a condition of this permission, approval from the Commission for the Rights of Persons with Disability may still be required. Reference needs to be made to PA Circular 3/10 (with the exception of Appendix A), PA Circular 2/14 and their subsequent amendments.
- 4 The development hereby permitted shall be subject to Final Compliance (Completion) Certification, verifying that the development has been carried out in full accordance with the approved drawings, documents and conditions imposed in this development permission, except where such conditions are enforced by other entities. Prior to the issue of any compliance certificate on any part of this development, the applicant shall submit to Planning Authority, in relation to that part of the building:
  - clearance from the Commission for the Rights of Persons with Disability verifying that the development fully satisfies the accessibility standards and/or any conditions imposed by the Commission in supporting document PA 11423/18/40A.
- 5 The conditions imposed and enforced by the Water Services Corporation are at supporting document PA 11423/18/37A. The architect/applicant is required to contact the Water Services Corporation, throughout the implementation of the development hereby approved, to ensure conformity with the imposed conditions. A copy of the relative correspondence issued by the Water Services Corporation shall be submitted to the Planning Authority accordingly.
- 6 **Conditions imposed and enforced by other entities**
  - A. Where construction activity is involved:
    - (a) the applicant shall:
      - (i) **Appoint a Project Supervisor for the Design Stage and a Project Supervisor for the Construction Stage** and any such appointment shall be terminated, changed or renewed as necessary. The same person may be appointed to act as project supervisor for both the design and construction stage, if that person is competent to undertake the duties involved and
      - (ii) **Keep a health and safety file** prepared by the Project Supervisor for the Design Stage.



(b) When the construction works related to this application are scheduled to last longer than thirty working days and on which more than twenty workers are occupied simultaneously, or on which the volume of work is scheduled to exceed five hundred person-days, the project supervisor **shall communicate a prior notice to the Occupational Health and Safety Authority (OHSA) at least four calendar weeks before commencement of works.**

(c) The Project Supervisor for the Design Stage shall **draw up a health and safety plan** which sets out the occupational health and safety rules applicable to the construction activities concerned, outlining the measures to ensure cooperation between different contractors and shall also include specific measures concerning occupational risks that may be present at this site.

**B.** Where the development concerns a change of use to a place of work, the applicant shall obtain a Perit's declaration that the building conforms to the requirements of LN 44 of 2002.

**C.** Where the development concerns a place of work:

The applicant shall:

(i) obtain a Perit's declaration that the necessary requirements arising out of LN 44 of 2002 have been included in the plans and drawings; and

(ii) obtain a Perit's declaration that the building conforms to the requirements of LN 44 of 2002.

**D.** The development is to strictly adhere to the 'Design Guidelines on fire safety for buildings in Malta' to ensure that all Fire Safety measures and provisions are addressed as indicated in the Design Guidelines on Fire Safety for Buildings in Malta, published by the DCID in 2004, (or other relevant standard, provided it is approved by the Civil Protection Department), Policies, and the Laws and Regulations of Malta.

**E.** Prior to laying of water and wastewater services in the road, the development shall comply with the requirements of Legal Notice 29/10 Part III (Roads in inhabited Areas) Clause 12.

**F.** In the event of an accidental discovery in the course of approved works, any cultural heritage feature discovered should not be damaged or disturbed and the Superintendence is to be immediately informed of such discovery. Any cultural heritage features discovered are to be investigated, evaluated and protected in line with the Cultural Heritage Act 2002 (CAP 445). The discovery of cultural heritage features may require the amendment of approved plans.

**G.** Where the development includes a swimming pool:

(a) Any effluent, if discharged in the sewers, shall meet the specifications listed in L.N.139 of 2002 as amended by L.N.378 of 2005.

(b) Adequate sampling points should be installed as directed by WSC – Discharge Permit Unit officials.

(c) Chlorine concentration of the effluent should not exceed 100 mg/L Cl<sub>2</sub>.

H. Where the development includes a livestock farm:

- (a) The farm **shall not** be connected directly to the sewer network.
- (b) Silting traps, sedimentation pits as well as manure clamps shall be installed, as shown on the approved drawings. Settled Waste water shall only be discharged in approved waste receiving stations.
- (c) Any effluents discharged shall have chloride levels lower than 1000 mg/L. The operators shall acquire a Public Sewer Discharge Permit before commencing operations.

In terms of Article 72(3) of the Development Planning Act, 2016, the execution and validity of this permission is automatically temporarily **suspended** and no works as approved by the said development permission may commence before the lapse of the time period established in Article 13 of the Environment and Planning Review Tribunal Act and subsequently will remain so suspended if the Tribunal so decides in accordance with the Environment and Planning Review Tribunal Act.

Where the approved drawings and/or documents are dimensioned, then the declared dimensions shall prevail over the actual size as depicted on the approved drawings and/or documents.

Developers are advised to check the invert level to the sewer main with the Water Services Corporation as they would have to make their own arrangements where a gravity service connection is not possible. In these cases, the architect has to indicate the solutions envisaged and to indicate on the plan what needs to be carried out and obtain approval from WSC. Developers are further reminded that connection of storm water into main sewers is not allowed.

If the declaration of ownership, as contained in the application form, is determined as incorrect by a Court of Law, then the said Court of Law can declare this development permission as null and void. This development permission does not remove or replace the need to obtain the consent of the land/building owner to this development before it is carried out. Furthermore, it does not imply that consent will necessarily be forthcoming nor does it bind the land/building owner to agree to this development. Where the land/building is owned or administered by the Government of Malta a specific clearance and agreement must be obtained for this development from the Land and/or Estate Management Departments.

This development permission is granted saving third party rights. This permission does not exonerate the applicant from obtaining any other necessary permission, license, clearance or approval required from any Government department, local council, agency or authority, as required by any law or regulation.

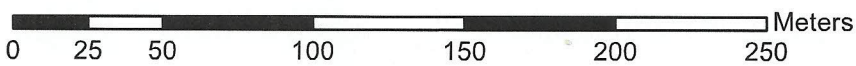
This development permit does not authorise any storage of substances listed in Occupational Health and Safety Authority Act (Cap. 424) - Control of Major Accident Hazards Regulations, 2003, as amended, in quantities that would render this site an establishment within scope of these regulations. The storage and handling of said substances may require a new or amended development permission in line with current policies and regulations.

For any non-residential uses hereby being approved, prior to commencement of any works on site or any eventual permitted change of use, the applicant shall be required to contact the Environment and Resources Authority to obtain any necessary operational permit or registration. This requirement does not apply to Class 2B, 2C, 4A and 4B uses as listed in the Development Planning (Use Classes) Order 2014, or its subsequent amendments.

**This decision is being published on 3 April 2019.**

Marthese Debono  
Secretary Planning Commission  
Within Development Scheme





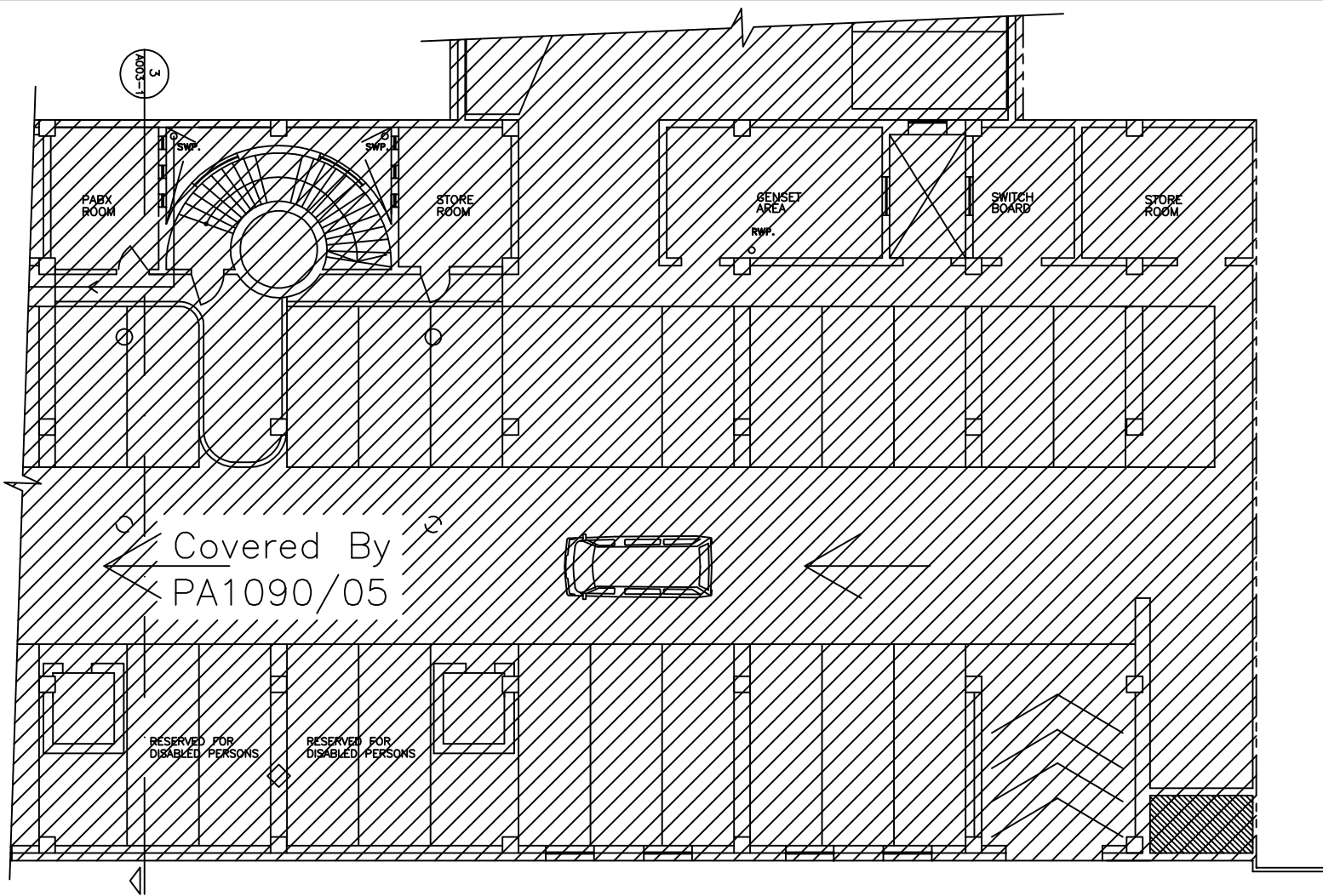
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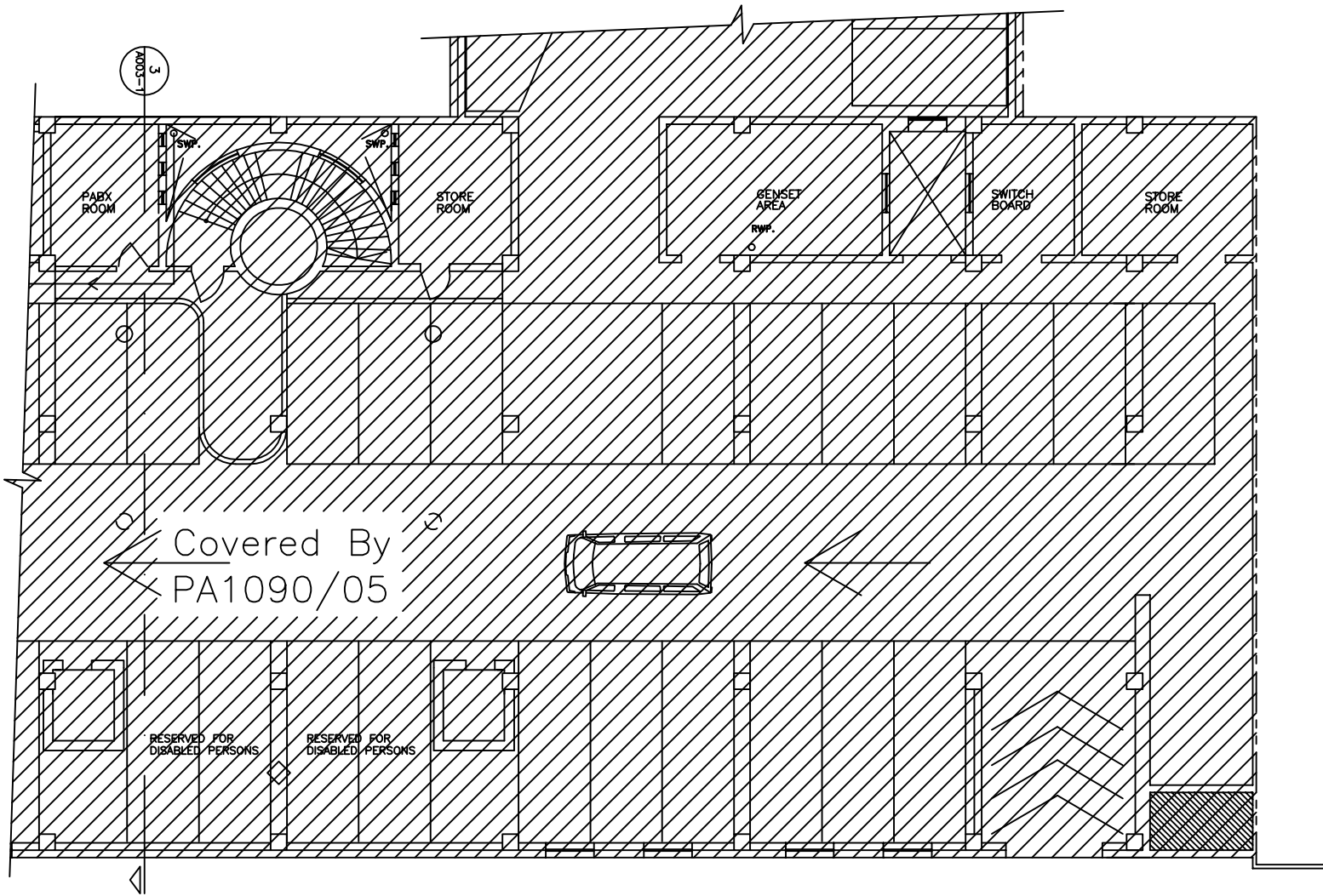


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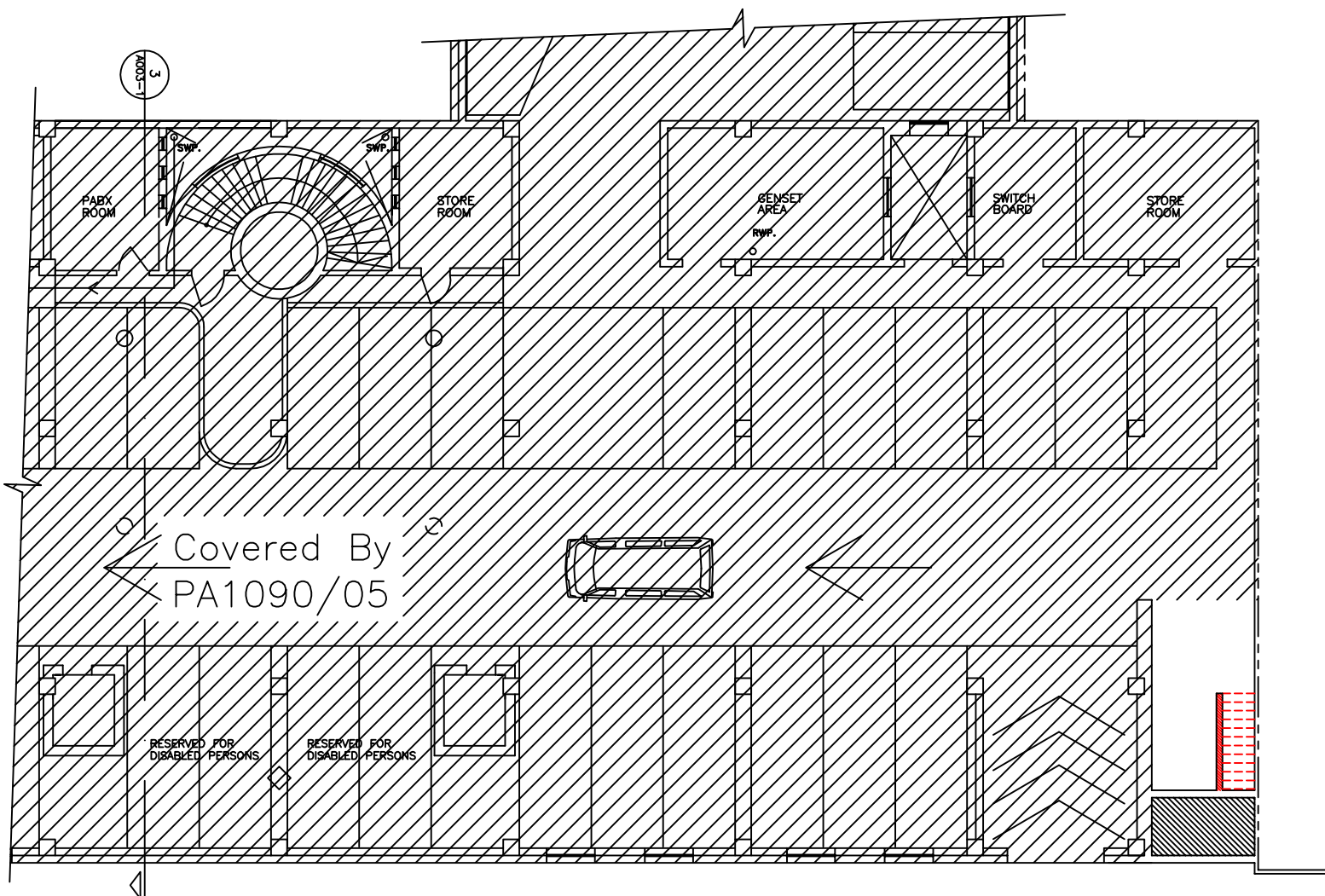




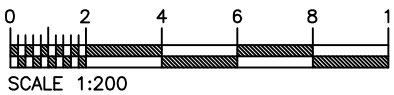
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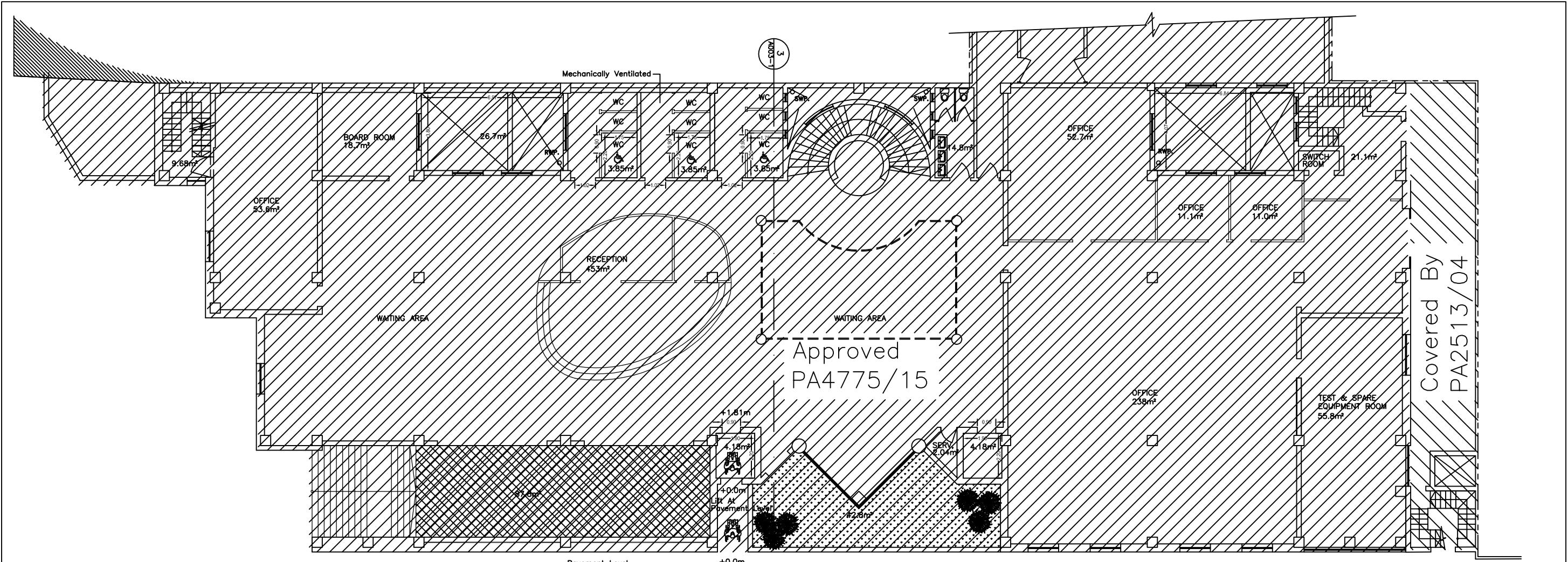
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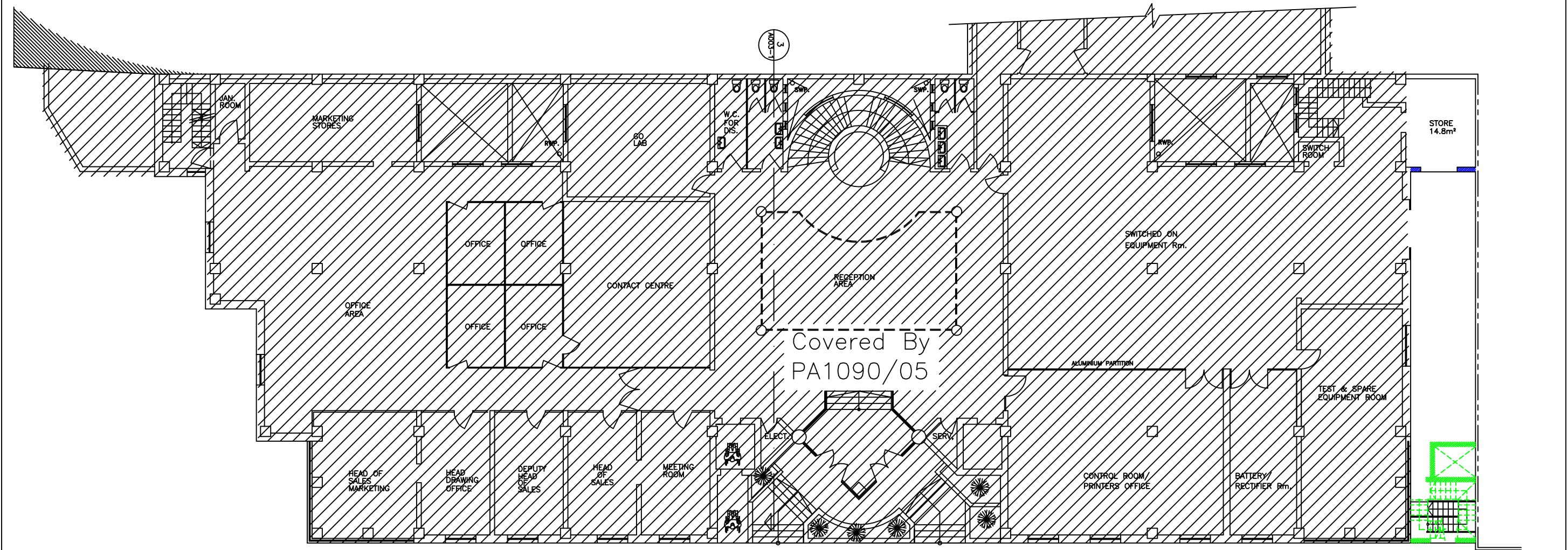
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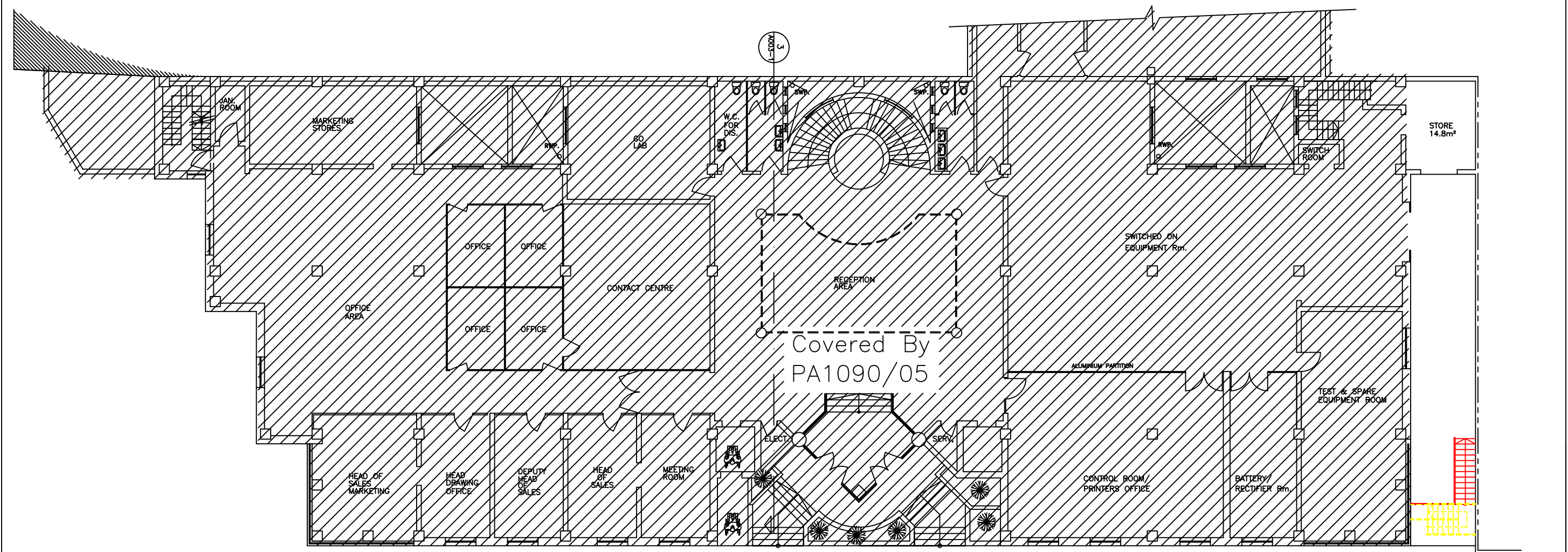
CHRIS CACHIA ARCHITECTS		job title To sanction amendments from PA251304 on the right hand side of the building, to sanction amendments from PA255508 at third floor level to retain ground floor as existing/approved PA109005 instead of approved PA4775/15 and proposed replacement of existing steel stairs with a concrete stairs at ground floor level, proposed alterations at second floor level including the construction of a meeting room (Class 4A) and proposed extension at third floor level and construction of a meeting room (Class 4A).			
78B, FLEUR DE LYS RD, BIRKIRKARA BKR 02, MALTA. TEL:21485858 FAX:21484858		job no. 18150		drawing no. 18150A001-1	
job architect CHRIS CACHIA		scale AS SHOWN	date OCT 18	drawn R.C.	check C.C.



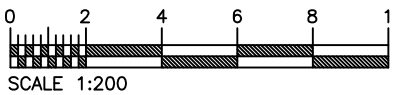
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2 EXISTING GROUND FLOOR PLAN LEVEL 0  
SCALE 1:200

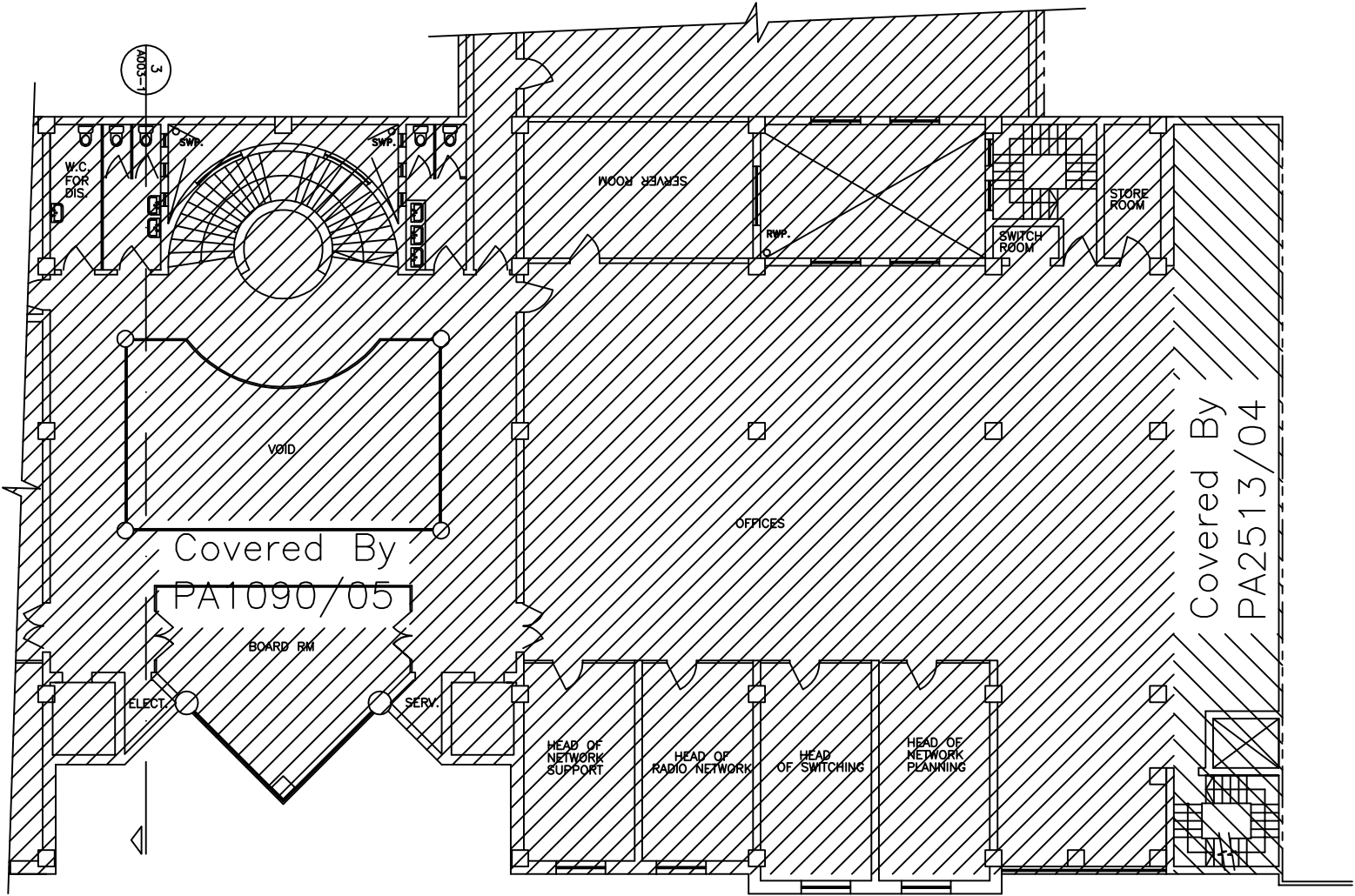


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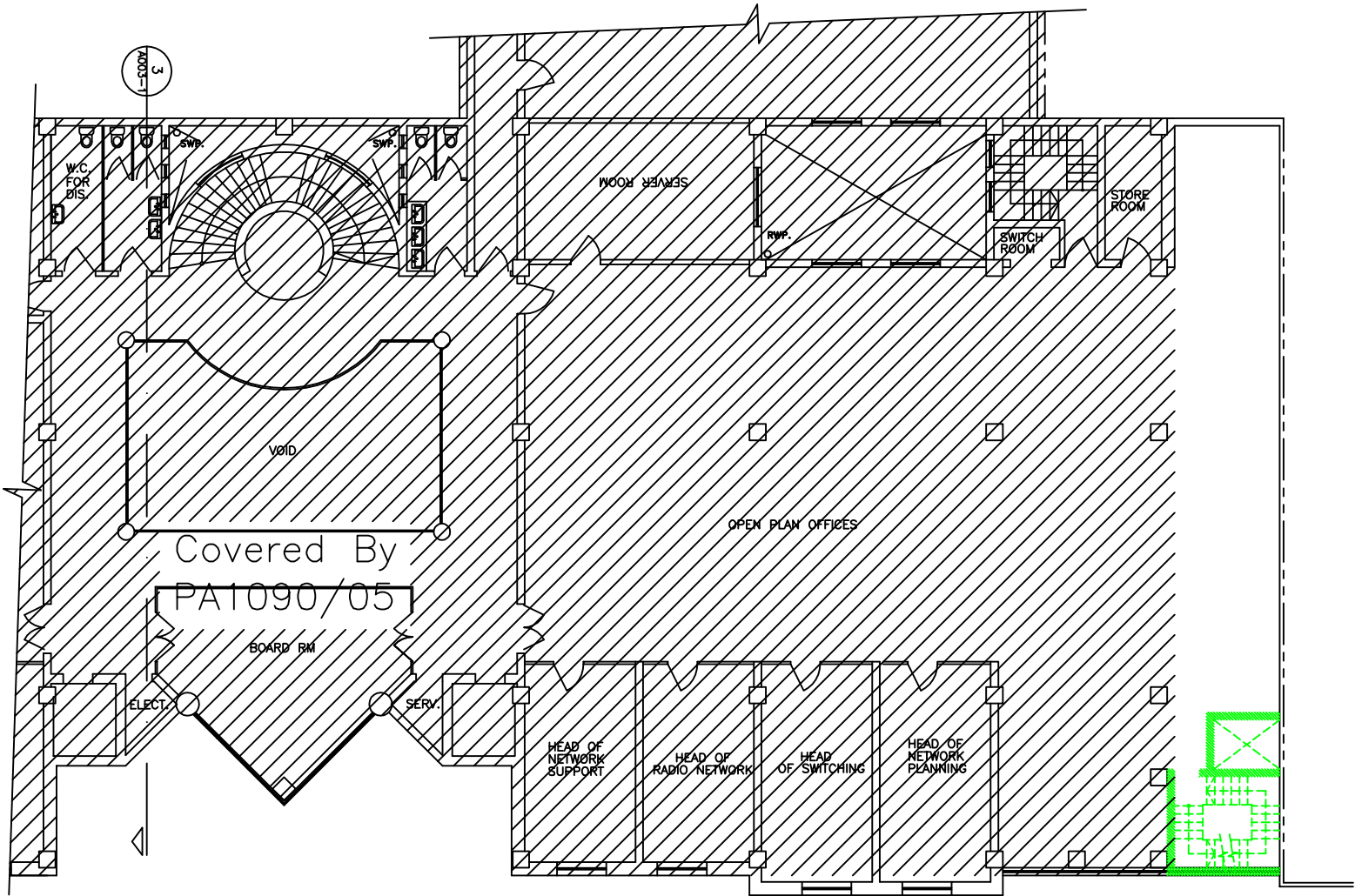


<div>CHRIS CACHIA ARCHITECTS</div>		<div>job title</div> <div>To sanction amendments from PA2513/04 on the right hand side of the building, to sanction amendments from PA2898/08 at third floor level to retain ground floor as existing/approved PA1090/05 instead of approved PA4775/15 and proposed replacement of existing steel stairs with a concrete stairs at ground floor level, proposed alterations at second floor level including the construction of a meeting room (Class 4A) and proposed extension at third floor level and construction of a meeting room (Class 4A).</div>	
78B, FLEUR DE LYS RD, BIRKIRKARA BKR 02, MALTA. TEL:21485858 FAX:21484858		<div>job no.</div> <div>18150</div>	
<div>job architect</div> <div>CHRIS CACHIA</div>		<div>drawing no.</div> <div>18150A001-2</div>	
		<div>scale</div> <div>AS SHOWN</div>	<div>date</div> <div>OCT 18</div>
		<div>drawn</div> <div>R.C.</div>	<div>check</div> <div>C.C.</div>

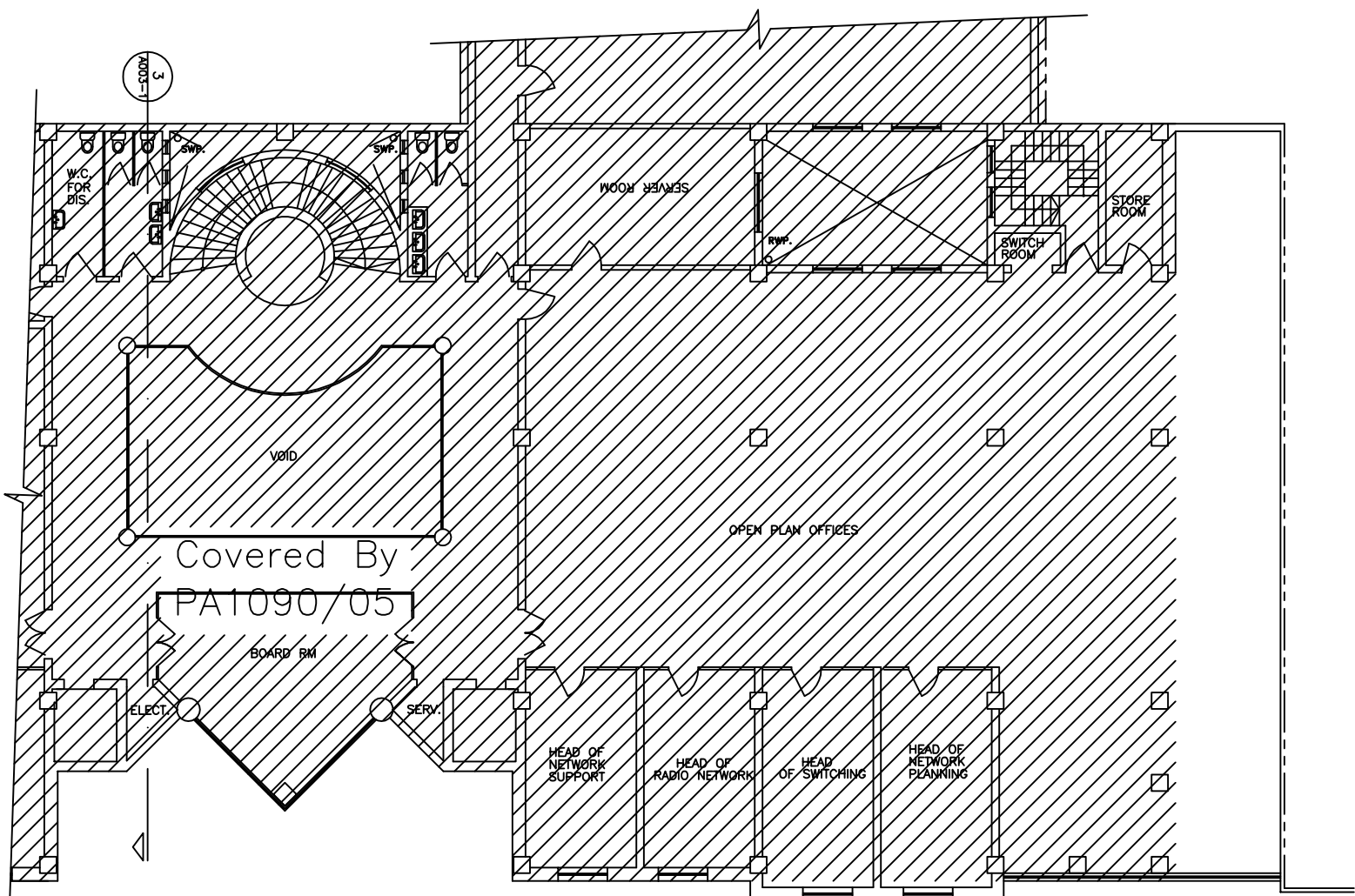




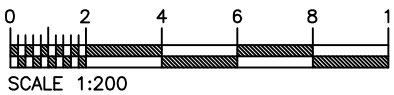
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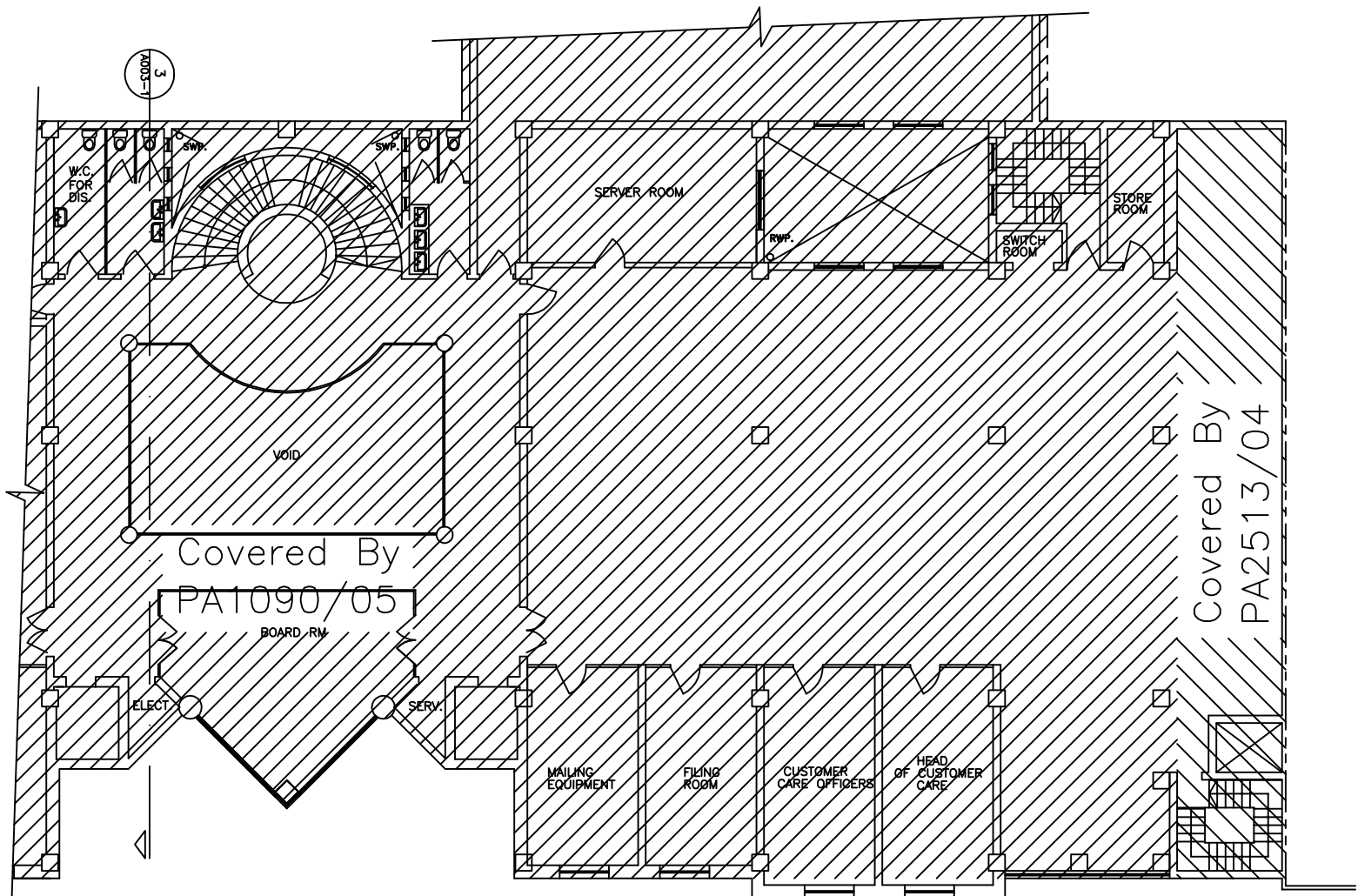
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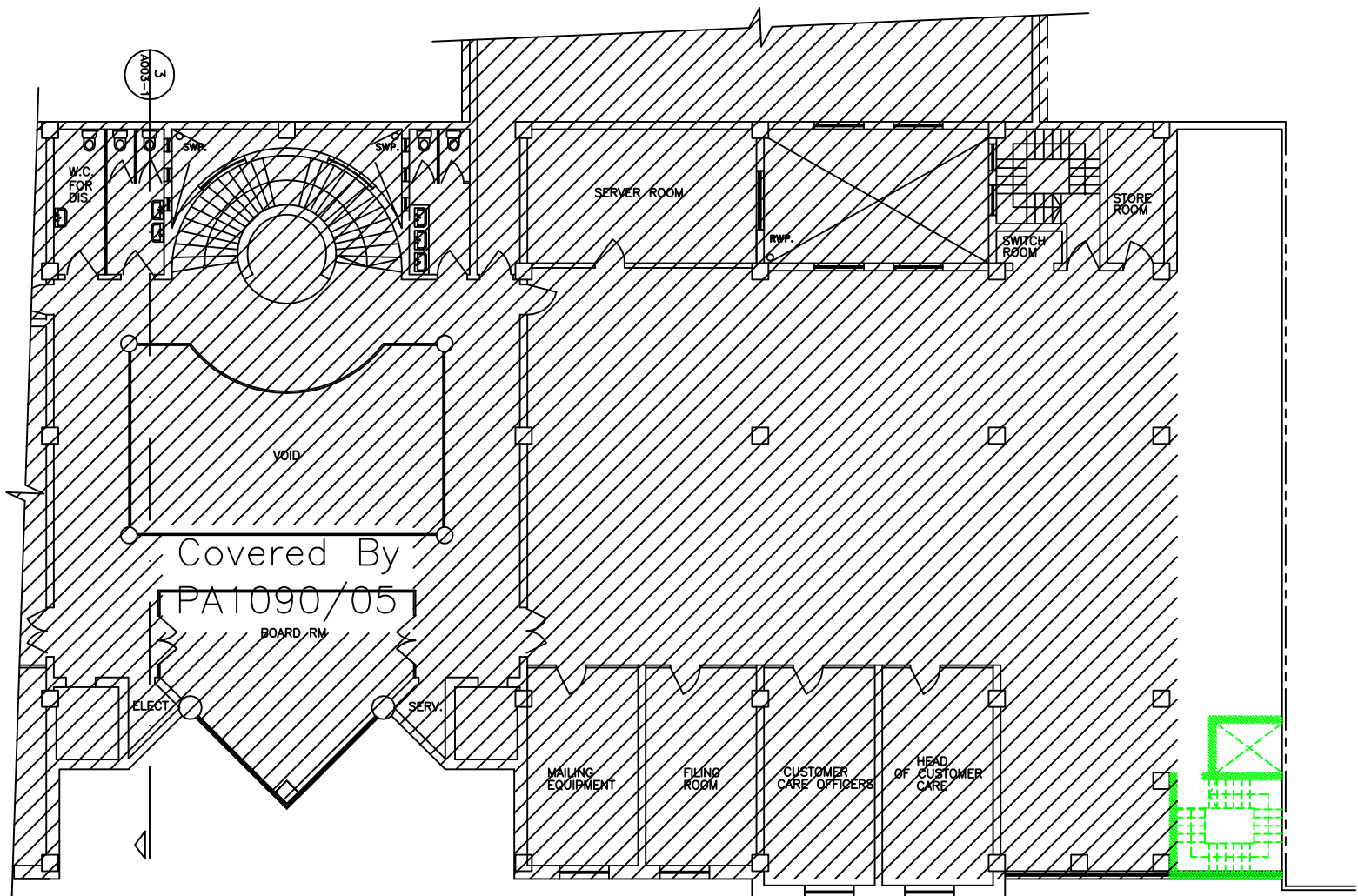
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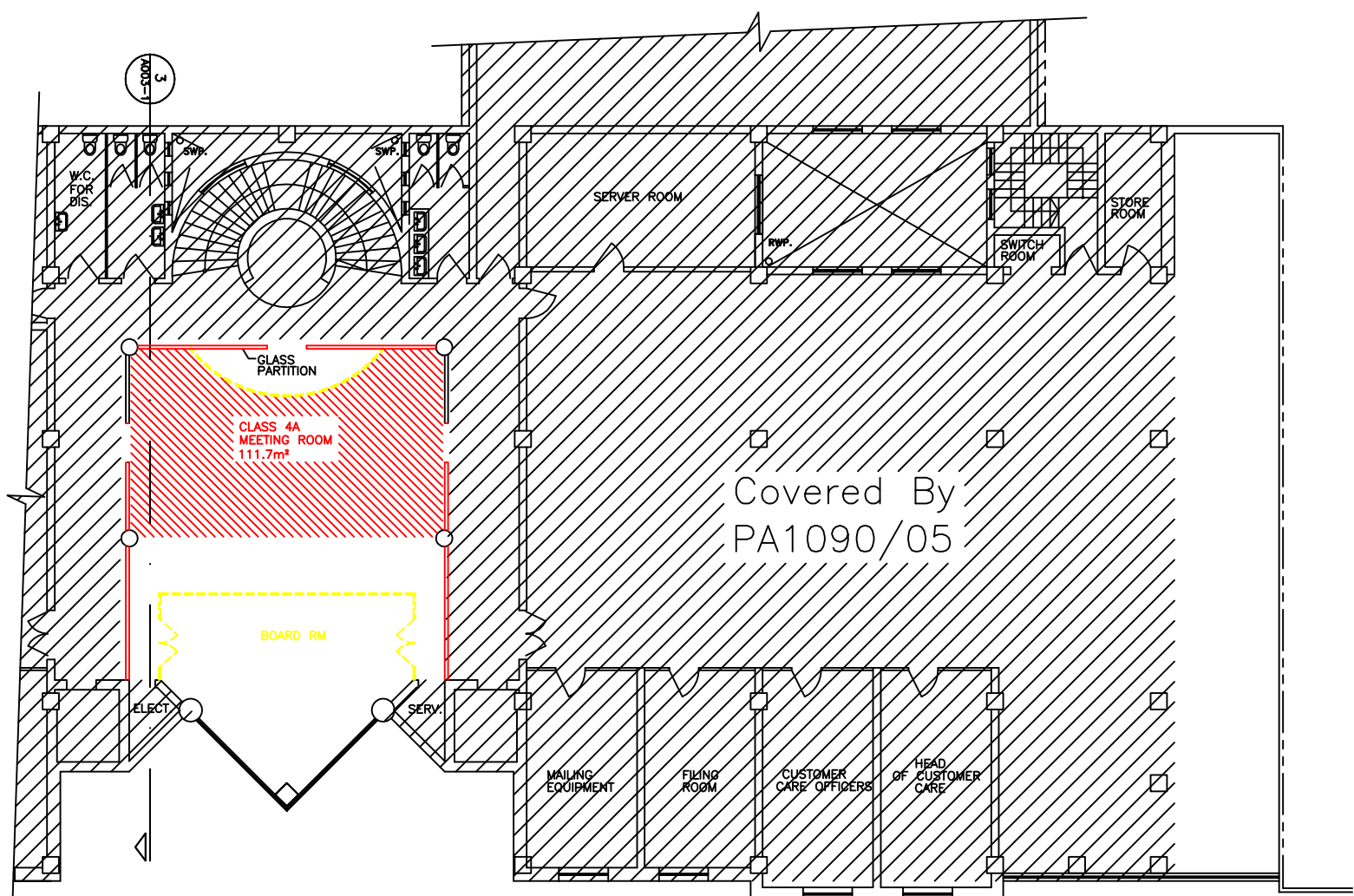
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78B, FLEUR DE LYS RD, BIRKIRKARA BKR 02, MALTA. TEL:21485858 FAX:21484858		job no. 18150		drawing no. 18150-3	
job architect CHRIS CACHIA		scale AS SHOWN	date OCT 18	drawn R.C.	check C.C.



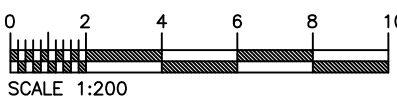
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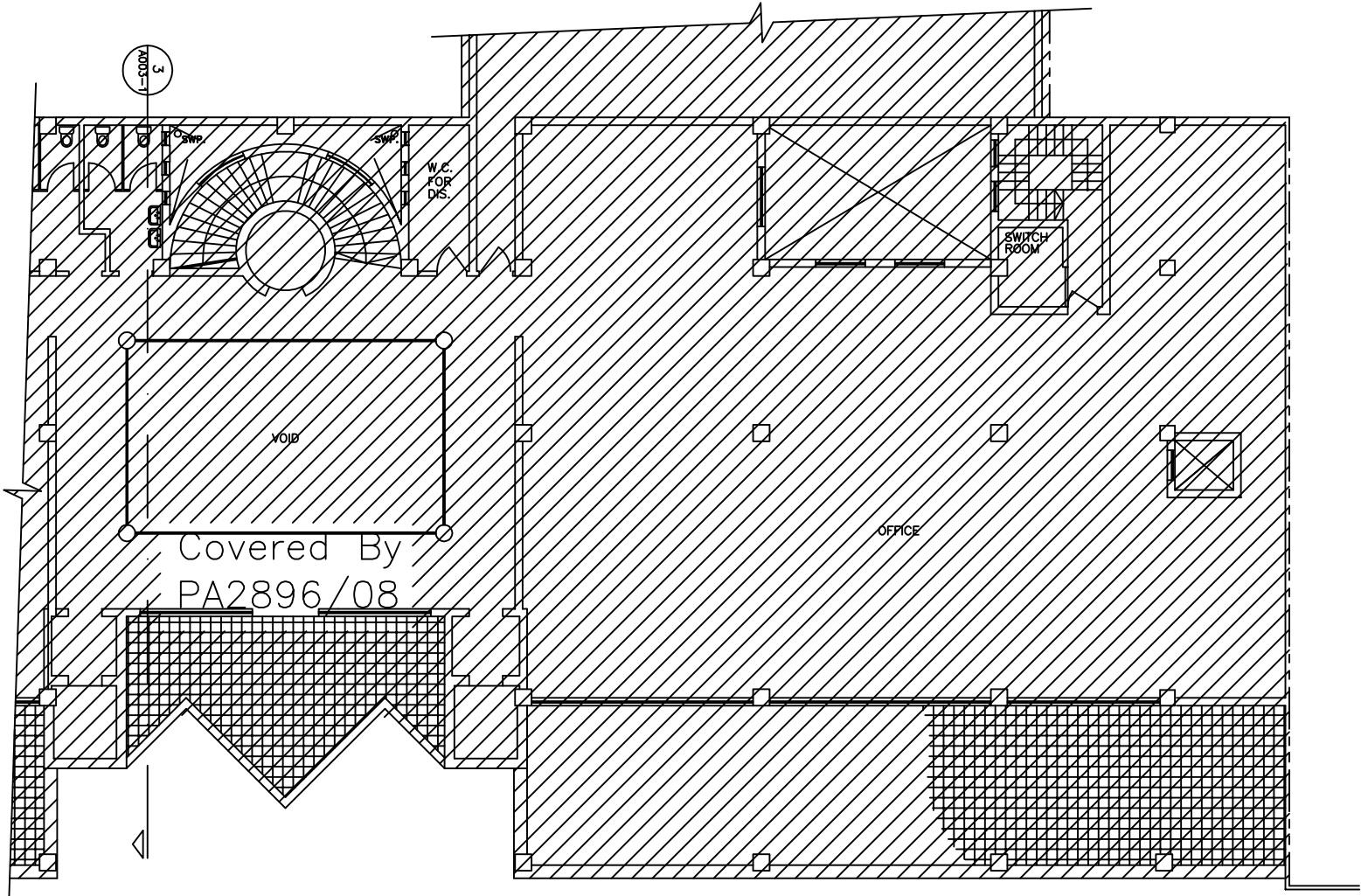
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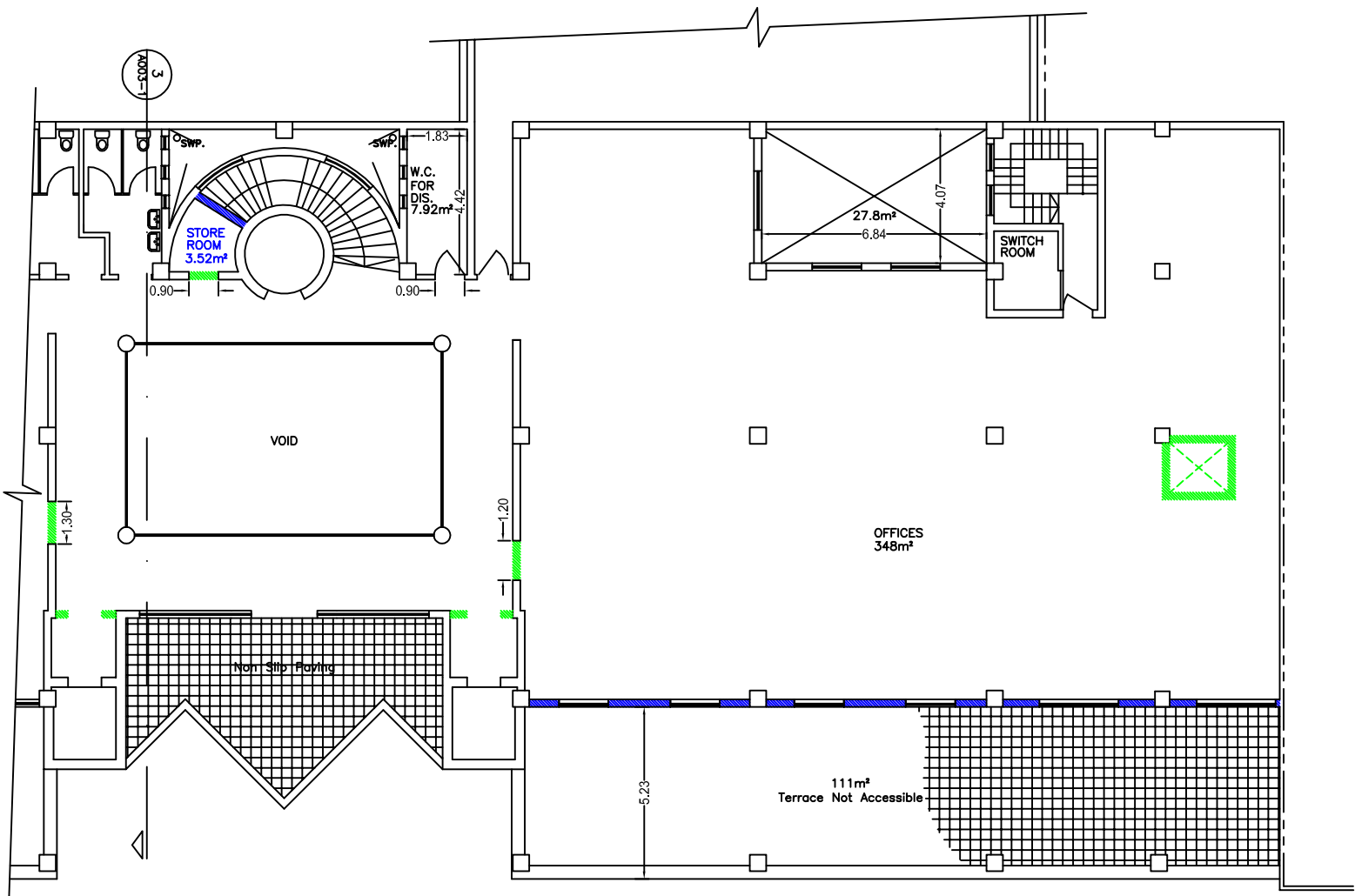
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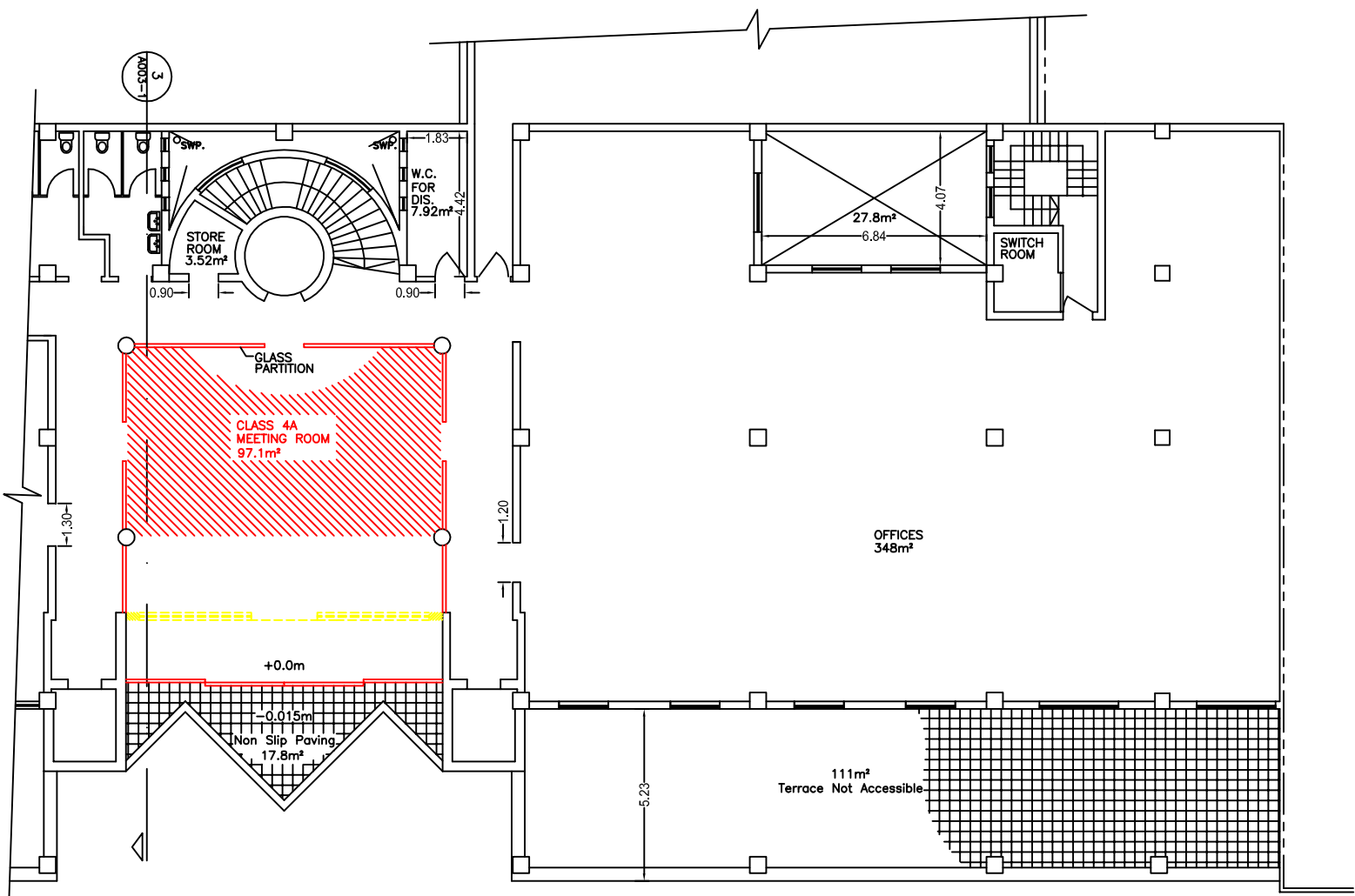
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job architect  CHRIS CACHIA			suffix
scale AS SHOWN	date OCT 18	drawn R.C.	check C.C.



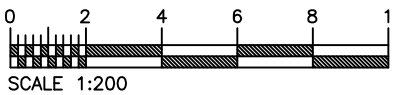
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2 EXISTING THIRD FLOOR PART PLAN LEVEL 3  
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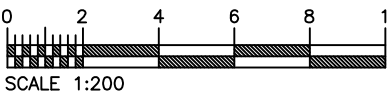
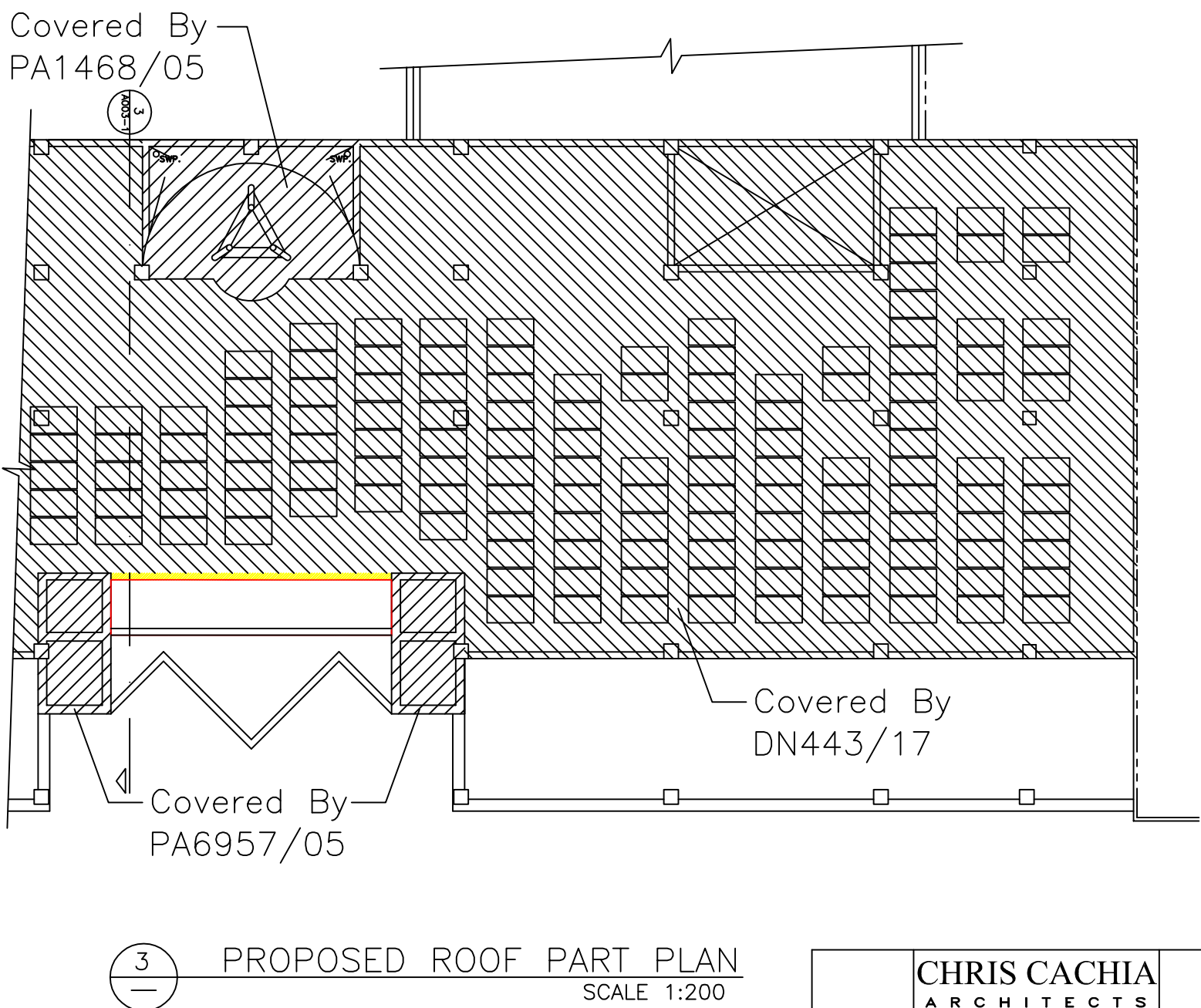
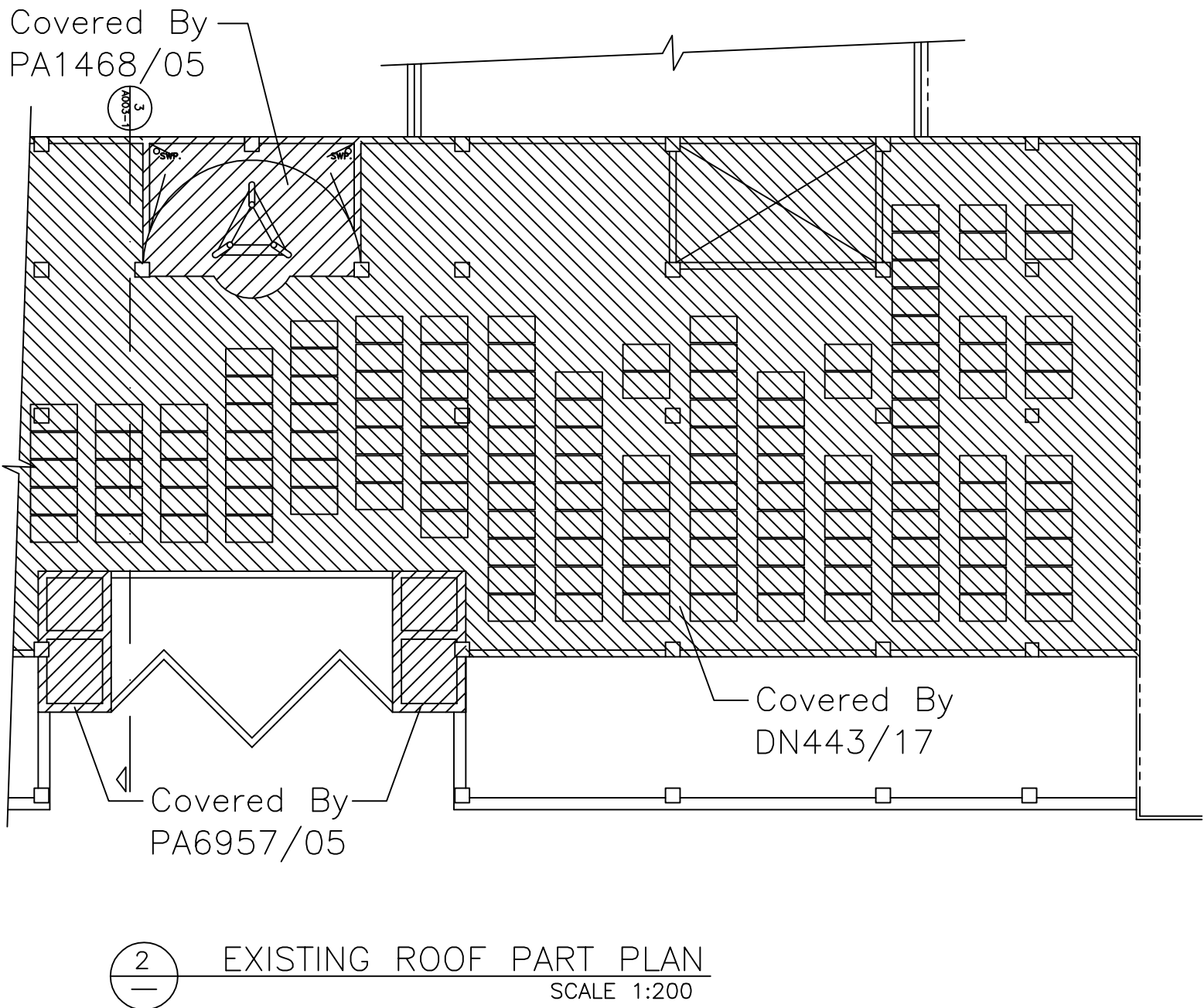
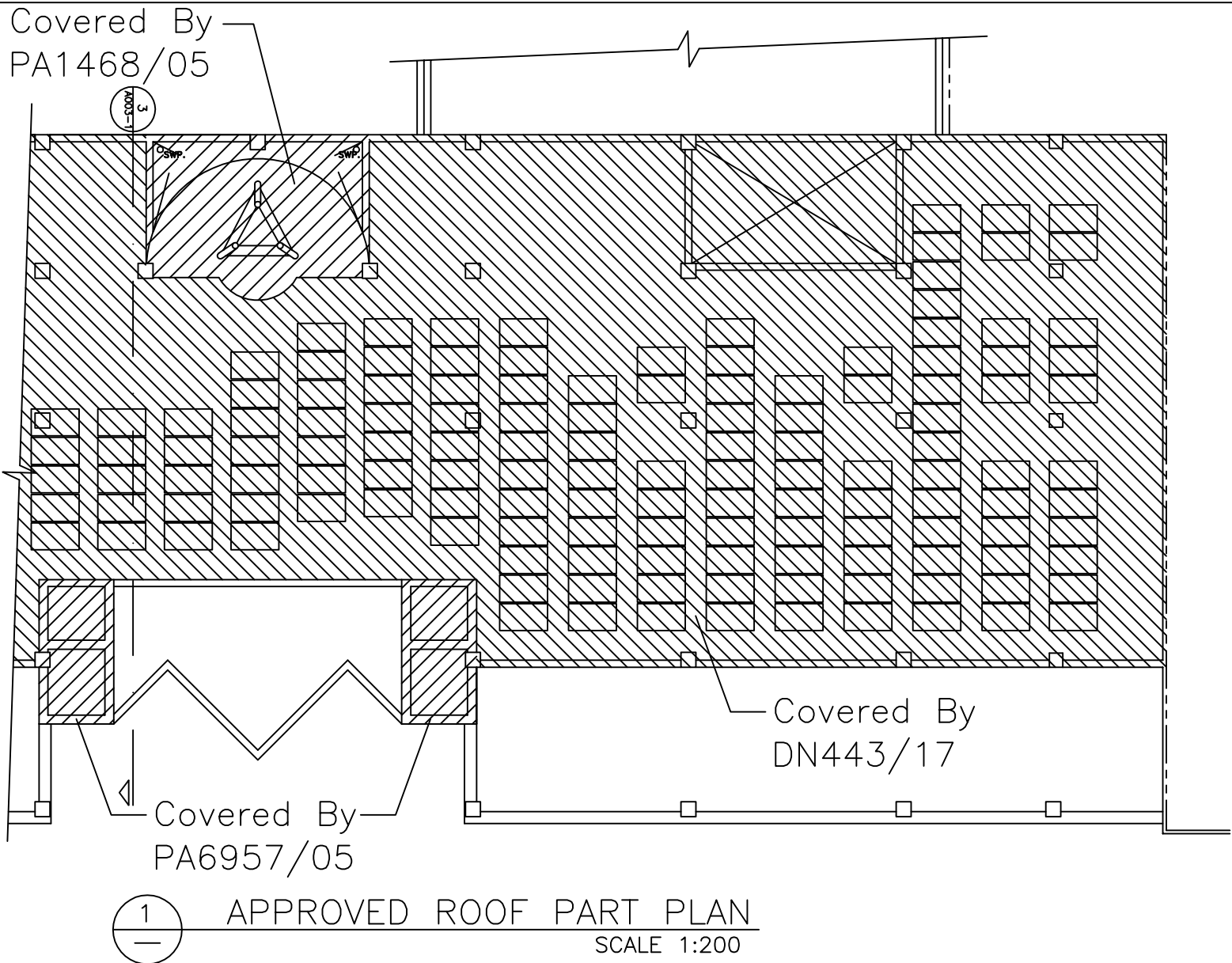


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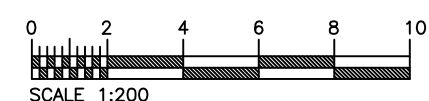


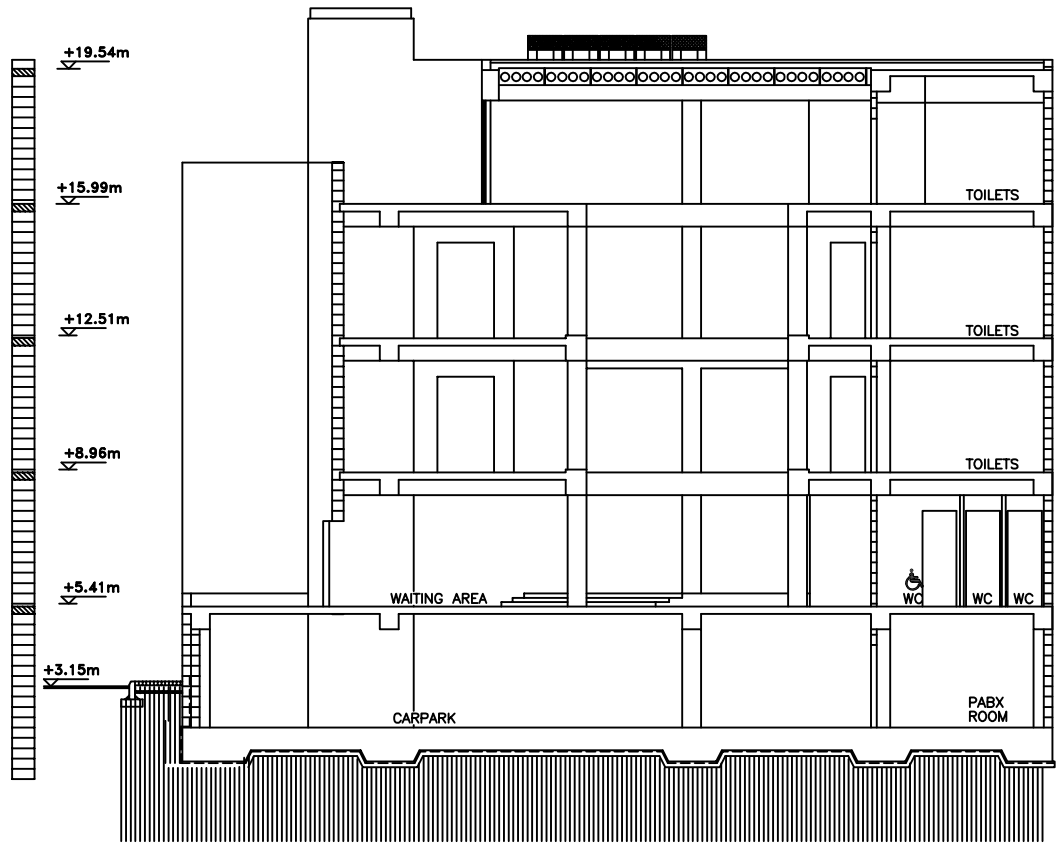
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78B, FLEUR DE LYS RD, BIRKIRKARA BKR 02, MALTA. TEL:21485858 FAX:21484858		job no. 18150		drawing no. 18150-5	
job architect CHRIS CACHIA		scale AS SHOWN	date OCT 18	drawn R.C.	check C.C.





<b>CHRIS CACHIA</b> ARCHITECTS		job title To sanction amendments from PA251304 on the right hand side of the building, to sanction amendments from PA255508 at third floor level to retain ground floor as existing/approved PA109005 instead of approved PA4775/15 and proposed replacement of existing steel stairs with a concrete stairs at ground floor level, proposed alterations at second floor level including the construction of a meeting room (Class 4A) and proposed extension at third floor level and construction of a meeting room (Class 4A).			
78B, FLEUR DE LYS RD, BIRKIRKARA BKR 02, MALTA. TEL:21485858 FAX:21484858		job no. 18150		drawing no. 18150-6	
job architect CHRIS CACHIA		scale AS SHOWN	date OCT 18	drawn R.C.	check C.C.

Page 1 of 1

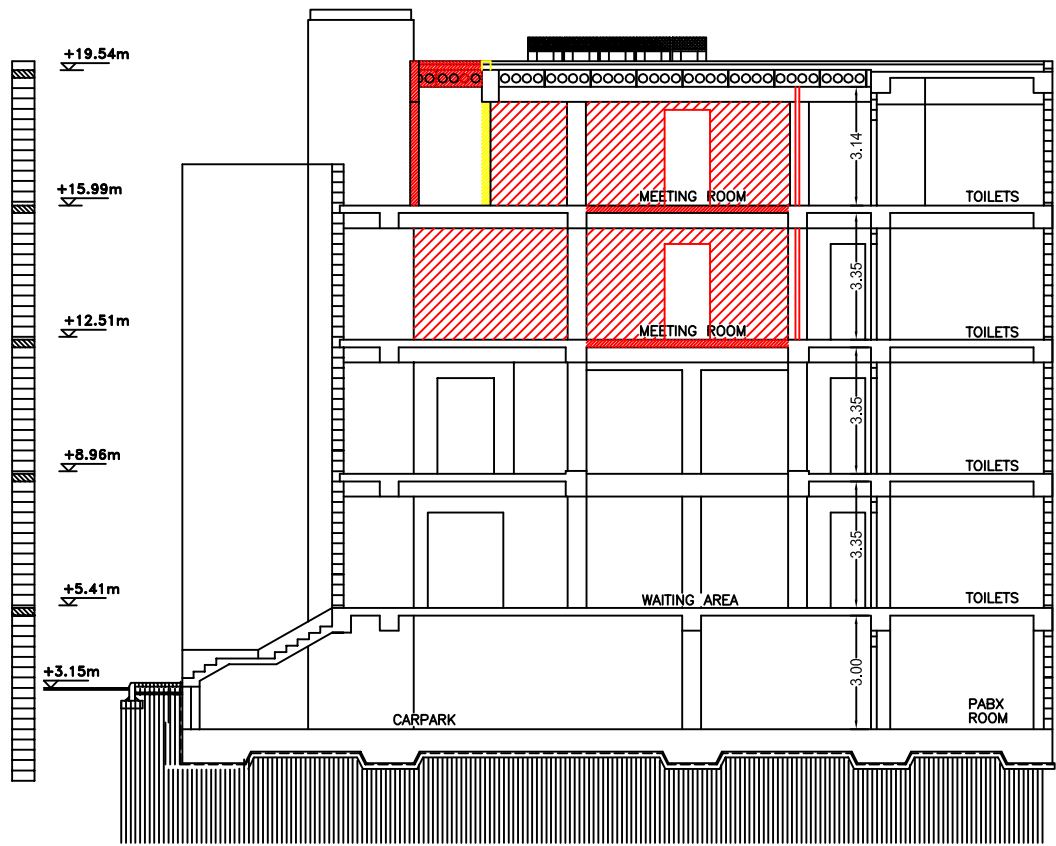


1

APPROVED LONGITUDINAL SECTION

PA4775/15

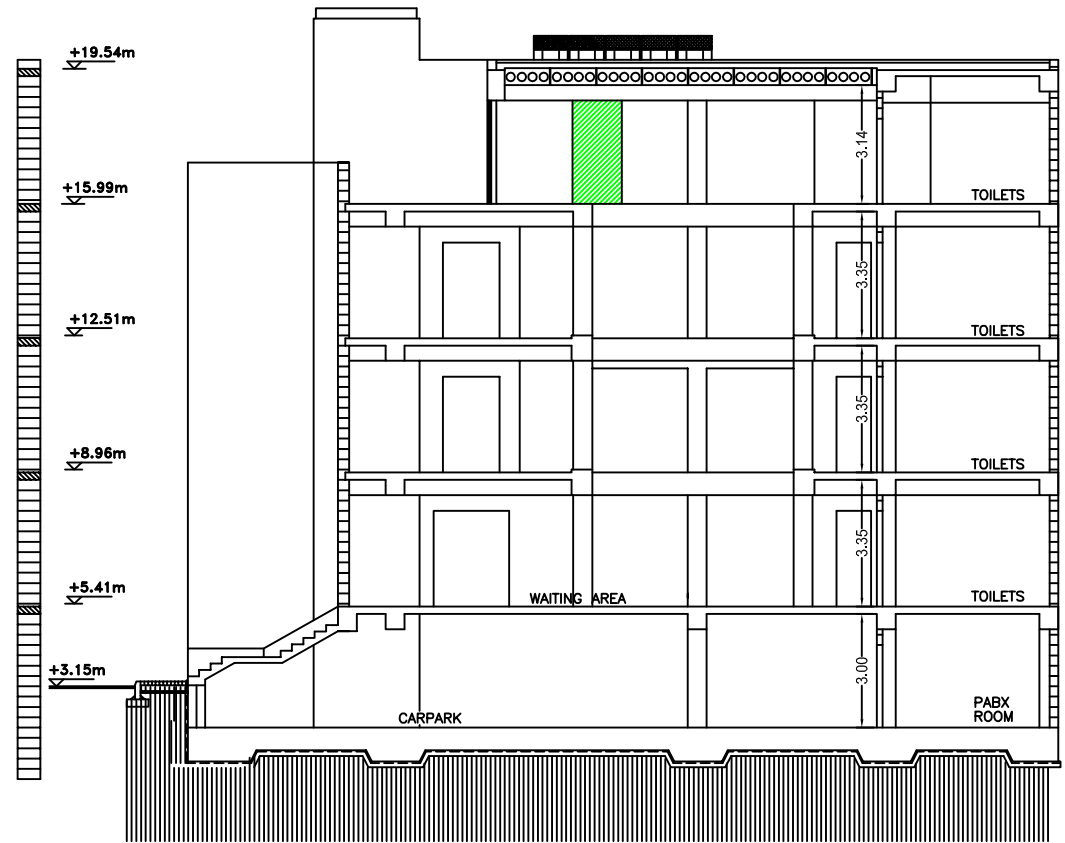
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3

PROPOSED LONGITUDINAL SECTION

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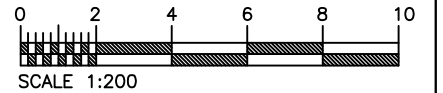


2

EXISTING LONGITUDINAL SECTION

PA1090/05

SCALE 1:200



CHRIS CACHIA ARCHITECTS		job title To sanction amendments from PA2513/04 on the right hand side of the building, to sanction amendments from PA2696/08 at third floor level, to retain ground floor as existing/approved PA1090/05 instead of approved PA4775/15 and proposed replacement of existing steel stairs with a concrete stairs at ground floor level, proposed alterations at second floor level including the construction of a meeting room (Class 4A) and proposed extension at third floor level and construction of a meeting room (Class 4A).			
78B, FLEUR DE LYS RD.,BIRKIRKARA BKR 02, MALTA. TEL:21485858 FAX:21484858		job no.  18150		drawing no.  18150A001-8	
job architect  CHRIS CACHIA		scale AS SHOWN	date OCT 18	suffix	
				drawn R.C.	check C.C.



## WSC Response

Developers are advised to view requirements in:

1. Sewage Discharge Control Regulations L.N 139 of 2002 as amended by L.N 378 of 2005.
2. L.N 29/10 Part III (Roads in Inhabited Areas) Clause 12.
3. DC 2015 Clause 4.3.3 Provision of Water Reservoirs and Second Class Water Policy P47.
4. Building Regulations Technical Guidance Document F where these apply to the proposed development.

Developers are advised to check with the Manager Region Office WSC the invert level to the sewer and the provision of water up to the new level where water tanks shall be installed.

For non-residential uses, developers are requested to submit floor plans (1:100) of the drainage system (rainwater and wastewater) to the Discharge Permit Unit, WSC, Luqa.



Commission for  
the Rights of Persons with  
Disability

G5 Offices,  
Psaila Street, Birkirkara

[helpdesk@crpd.org.mt](mailto:helpdesk@crpd.org.mt)  
[www.crpdp.org.mt](http://www.crpdp.org.mt)

## ACCESSIBILITY AUDIT REPORT

### Date

08 February 2019

### Reference

11423/18

### Proposal Location

Go Plc, Triq Fra Diegu c/w, Il-Moll Tal-Hatab, Marsa

### Proposal Description

To sanction amendments from PA2513/04 on the right hand side of the building, to sanction amendments from PA2896/08 at third floor level, to retain ground floor as existing/approved PA1090/05 instead of approved PA4775/15 and proposed replacement of existing steel stairs with a concrete stairs at ground floor level, proposed alterations at second floor level including the construction of a meeting room (Class 4A) and proposed extension at third floor level and construction of a meeting room (Class 4A).

### Documents Submitted for Vetting

1a-11j

### CRPD Decision

No objection

### General Conditions

The no objection endorsement of the proposed development is on condition that all the building elements (structural, finishes and services) featured in the development shall conform to all the recommendations included in the Access for All Design Guidelines (2011) and other relevant guidelines published by CRPD and which are available on the CRPD website ([www.crpdp.org.mt](http://www.crpdp.org.mt)). Where applicable, the applicant's attention is drawn to recommended dimensions of elements such as door openings, accessible toilets and lifts where attention should be paid to ensure that structural dimensions take into account the tolerances required for wall tiling, door jambs, etc. and that lift shafts are large enough to accommodate lift cabins that conform to the said Guidelines.

### Disclaimer

With respect to issues concerning Access for All, there is no objection to the issue of development permission for the proposed development as far as could be ascertained from the submitted drawings and subject to the conditions included in this report and the relevant standards as set in the Access for All Design Guidelines. It is the applicant's ultimate responsibility to ensure that the proposed development shall conform to the Access for All Design Guidelines and any approval given herewith does not exonerate the applicant from adhering fully

to all the recommendations set in the said guidelines, notwithstanding the contents of this report. Recourse to the submitted drawings listed above shall not exonerate the applicant from fully adhering to the Access for All Design Guidelines. The Commission reserves the right to inspect the property in question and to check that the above conditions are respected, in accordance with and in conformity to the Equal Opportunities Act 2000 (Cap413).



**Dr Joseph Spiteri**

**Accessibility Consultant Architect**



No development may be carried out under the powers of the following development permission.

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Ma jista' jitwettaq l-ebda żvilupp bis-saħħa tas-segweni permess għall-iżvilupp.

GO plc Attn: Mr Oliver Bonnici

Date: 12 March 2021  
Our Ref: PA/04180/20

Application Number:	PA/04180/20
Application Type:	Full development permission
Date Received:	16 March 2020
Approved Documents:	PA 4180/20/1A/1B/1C/1D/1F/1G/1H/1I/49B/49C/81B; and Supporting Documents PA 4180/20/41A - Water Services Corporation PA 4180/20/55A - Commission for the Rights of Persons with Disability PA 4180/20/61C - Engineer's report
Location:	Go Plc, Triq Fra Diegu c/w, Il-Moll Tal-Hatab, Marsa
Proposal:	To sanction amendments and extension at third floor from PA/2896/08 on the left hand side of the building including construction/extension of the Class 4A offices at first and second floor as well as relocation of signs.

**Development Planning Act, 2016**  
**Non Executable — Full Development Permission**

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

1 a) This development permission is valid for a period of FIVE YEARS from the date of  
PA/04180/20

- publication of the decision in the press but will cease to be valid if the development is not completed by the end of this validity period.
- b) This permission relates only to the development as specifically indicated on the approved drawings. This permission does not sanction any other illegal development that may exist on the site.
- c) A Commencement Notice is to be submitted to the Planning Authority, by the perit on behalf of the applicant, at least FIVE DAYS prior to the date of commencement of works or utilisation of the permission. Failure to submit the Commencement Notice (with all fields correctly completed) or failure to submit it within the required timeframe shall invalidate the Notice and shall result in the imposition of fines according to Schedule D of Legal Notice 277 of 2012, or its amendments, or its replacements. In addition, **if the applicant fails to submit the Commencement Notice or the Commencement Notice submitted is invalid, the relative permission shall be considered as never having been utilised** - Article 72(4) of the Development Planning Act (2016).
- d) Copies of all approved drawings and documents shall be available for inspection on site by Planning Authority officers at all reasonable times.
- e) The development shall be carried out in complete accordance with the approved drawings, documents and conditions of this permission. Where a matter is not specified, then the conditions of this permission and of Development Control Design Policy, Guidance and Standards 2015 shall apply.
- f) Before any part of the development hereby permitted commences, the enclosed green copy of this development permission shall be displayed on the site. This must be mounted on a notice board, suitably protected from the weather and located not more than 2 metres above ground level at a point on the site boundary where it is clearly visible and can be easily read from the street. The copy of the permission must be maintained in a good condition and it shall remain displayed on the site until the works are completed.
- g) All building works shall be erected in accordance with the official alignment and official/existing finished road levels as set out on site by the Planning Authority's Land Surveyor. A Setting Out Request must be submitted to the Land Survey Unit of the Planning Authority, prior to the commencement of works on site, when the setting out of the alignment and levels is required.
- h) It is the responsibility of the permit holder to ensure that development is carried out in accordance with the provisions of the Environmental Management Construction Site Regulations, Legal Notice 295 of 2007 (or subsequent amendments). Any hoarding shall be erected in accordance with Schedule 2 of the same Regulations.
- i) No steps, ramps or street furniture are to be constructed on or encroached onto the public pavement or road.
- j) Any doors and windows, the lower edge of which is less than 2m above road level, and any gates shall not open outwards onto a public pavement or road.
- k) Where present, window grilles (including 'pregnant' windows), sills, planters and other similar elements which are part of or fixed to the facade of buildings, the lower edge of which is less than 2 metres above road level, shall not project more than 0.15 metres from the facade over a public pavement or street.

l) Air conditioning units shall not be located on the facades of the building which are visible from the street or a public space.

m) There shall be no service pipes, cables or wires visible on the front elevation or on any other elevations of the building which are visible from the street or public space.

2 a) The façade(s) of the building shall be constructed in local un-rendered and unpainted stone, except where other materials/finishes are indicated on the approved drawings.

b) All the apertures and balconies located on the façade(s) of the building shall not be in gold, silver or bronze aluminium.

c) The height of the services on the roof of the building shall not extend beyond the approved height of the uppermost parapet wall.

3 To make up for the shortfall in parking provision of 2 parking spaces, this development permission is subject to a contribution amounting to the sum of € 5,000 in favour of the Planning Authority's Urban Improvements Fund for the locality. The funds raised shall be used to fund traffic management, green transport, urban improvements or similar projects. The contribution shall be utilised as required and directed by the Planning Authority.

4 The conditions imposed and enforced by the Water Services Corporation are at supporting document PA 4180/20/41A. The architect/applicant is required to contact the Water Services Corporation, throughout the implementation of the development hereby approved, to ensure conformity with the imposed conditions. A copy of the relative correspondence issued by the Water Services Corporation shall be submitted to the Planning Authority accordingly.

5 The development hereby permitted shall be subject to Final Compliance (Completion) Certification, verifying that the development has been carried out in full accordance with the approved drawings, documents and conditions imposed in this development permission, except where such conditions are enforced by other entities. Prior to the issue of any compliance certificate on any part of this development, the applicant shall submit to the Planning Authority, in relation to that part of the building:

(i) clearance from the Commission for the Rights of Persons with Disability verifying that the development fully satisfies the accessibility standards and/or any conditions imposed by the Commission in supporting document PA 4180/20/55A.

*Note: Should a partial compliance certificate be requested, a Bank Guarantee of EUR 10,000 shall apply to ensure that CRPD clearance is obtained*

(ii) certification from a qualified engineer confirming that the development fully satisfies the requirements specified in supporting document PA 4180/20/61C.

6 The height of the chimney/flue shall be 3 metres above the highest roof of any building within a radius of 25 metres as per Policy 53 of the Development Control Design Policy, Guidance and Standards 2015.



## 7 Conditions imposed and enforced by other entities

### A. Where construction activity is involved:

(a) the applicant shall:

(i) **Appoint a Project Supervisor for the Design Stage and a Project Supervisor for the Construction Stage** and any such appointment shall be terminated, changed or renewed as necessary. The same person may be appointed to act as project supervisor for both the design and construction stage, if that person is competent to undertake the duties involved and

(ii) **Keep a health and safety file** prepared by the Project Supervisor for the Design Stage.

(b) When the construction works related to this application are scheduled to last longer than thirty working days and on which more than twenty workers are occupied simultaneously, or on which the volume of work is scheduled to exceed five hundred person-days, the project supervisor **shall communicate a prior notice to the Occupational Health and Safety Authority (OHSA) at least four calendar weeks before commencement of works.**

(c) The Project Supervisor for the Design Stage shall **draw up a health and safety plan** which sets out the occupational health and safety rules applicable to the construction activities concerned, outlining the measures to ensure cooperation between different contractors and shall also include specific measures concerning occupational risks that may be present at this site.

**B.** Where the development concerns a change of use to a place of work, the applicant shall obtain a Perit's declaration that the building conforms to the requirements of LN 44 of 2002.

### C. Where the development concerns a place of work:

The applicant shall:

(i) obtain a Perit's declaration that the necessary requirements arising out of LN 44 of 2002 have been included in the plans and drawings; and

(ii) obtain a Perit's declaration that the building conforms to the requirements of LN 44 of 2002.

**D.** The development is to strictly adhere to the 'Design Guidelines on fire safety for buildings in Malta' to ensure that all Fire Safety measures and provisions are addressed as indicated in the Design Guidelines on Fire Safety for Buildings in Malta, published by the DCID in 2004, (or other relevant standard, provided it is approved by the Civil Protection Department), Policies, and the Laws and Regulations of Malta.

In terms of Article 72(3) of the Development Planning Act, 2016, the execution and validity of this permission is automatically temporarily **suspended** and no works as approved by the said development permission may commence before the lapse of the time period established in Article 13 of the Environment and Planning Review Tribunal Act. In the event that an application is submitted before the Environment and Planning Review Tribunal requesting the suspension of the execution of the permission, this permission will remain so suspended until the Tribunal otherwise decides in accordance with the Environment and Planning Review Tribunal Act.

PA/04180/20

Where the approved drawings and/or documents are dimensioned, then the declared dimensions shall prevail over the actual size as depicted on the approved drawings and/or documents.

Developers are advised to check the invert level to the sewer main with the Water Services Corporation as they would have to make their own arrangements where a gravity service connection is not possible. In these cases, the architect has to indicate the solutions envisaged and to indicate on the plan what needs to be carried out and obtain approval from WSC. Developers are further reminded that connection of storm water into main sewers is not allowed.

If the declaration of ownership, as contained in the application form, is determined as incorrect by a Court of Law, then the said Court of Law can declare this development permission as null and void. This development permission does not remove or replace the need to obtain the consent of the land/building owner to this development before it is carried out. Furthermore, it does not imply that consent will necessarily be forthcoming nor does it bind the land/building owner to agree to this development. Where the land/building is owned or administered by the Government of Malta a specific clearance and agreement must be obtained for this development from the Land and/or Estate Management Departments.

This development permission is granted saving third party rights. This permission does not exonerate the applicant from obtaining any other necessary permission, license, clearance or approval required from any Government department, local council, agency or authority, as required by any law or regulation.

This development permit does not authorise any storage of substances listed in Occupational Health and Safety Authority Act (Cap. 424) - Control of Major Accident Hazards Regulations, 2003, as amended, in quantities that would render this site an establishment within scope of these regulations. The storage and handling of said substances may require a new or amended development permission in line with current policies and regulations.

For any non-residential uses hereby being approved, prior to commencement of any works on site or any eventual permitted change of use, the applicant shall be required to contact the Environment and Resources Authority to obtain any necessary operational permit or registration. This requirement does not apply to Class 2B, 2C, 4A and 4B uses as listed in the Development Planning (Use Classes) Order 2014, or its subsequent amendments.

**This decision is being published on 24 March 2021.**

Lorna Vella  
Secretary Planning Commission  
Within Development Scheme

## Notes to Applicant and Perit — Non Executable Permit

### Non Executable Permit

Upon the full submission of the pending requirements, within the stipulated timeframe, the full development permit will be issued where validity of the permit shall remain as advised in the Non Executable Permit. If the pending requirements are not submitted within the time frame identified, the non-executable permission will be dismissed.

### Right for reconsideration

Where applicable, you have a right to submit a request for reconsideration to the Authority in terms of regulation 14 of Legal Notice 162 of 2016.

### Right for appeal

You have a right to submit an appeal, against the decision, to the Environment and Planning Review Tribunal in terms of article 13 the Environment and Planning Review Tribunal Act, 2016.

### Time limits

Requests for reconsideration or appeals must be made within 30 days from the publication of the decision notification in the local press as required by regulation 14(1) of Legal Notice 162 of 2016.

### Fees to submit a request for reconsideration or appeal

In either case, there is a fee to be paid which should accompany the request for reconsideration or the appeal. The fees are as follows:

For reconsideration - 3% of the Development Permit Fee paid in respect of the original application, subject to a minimum of €69.88.

For appeal - 5% of DPF (Development Permit Fee) paid in respect of the original application, subject to a minimum of €150 + €50 administrative fee (LN 112 of 2016).

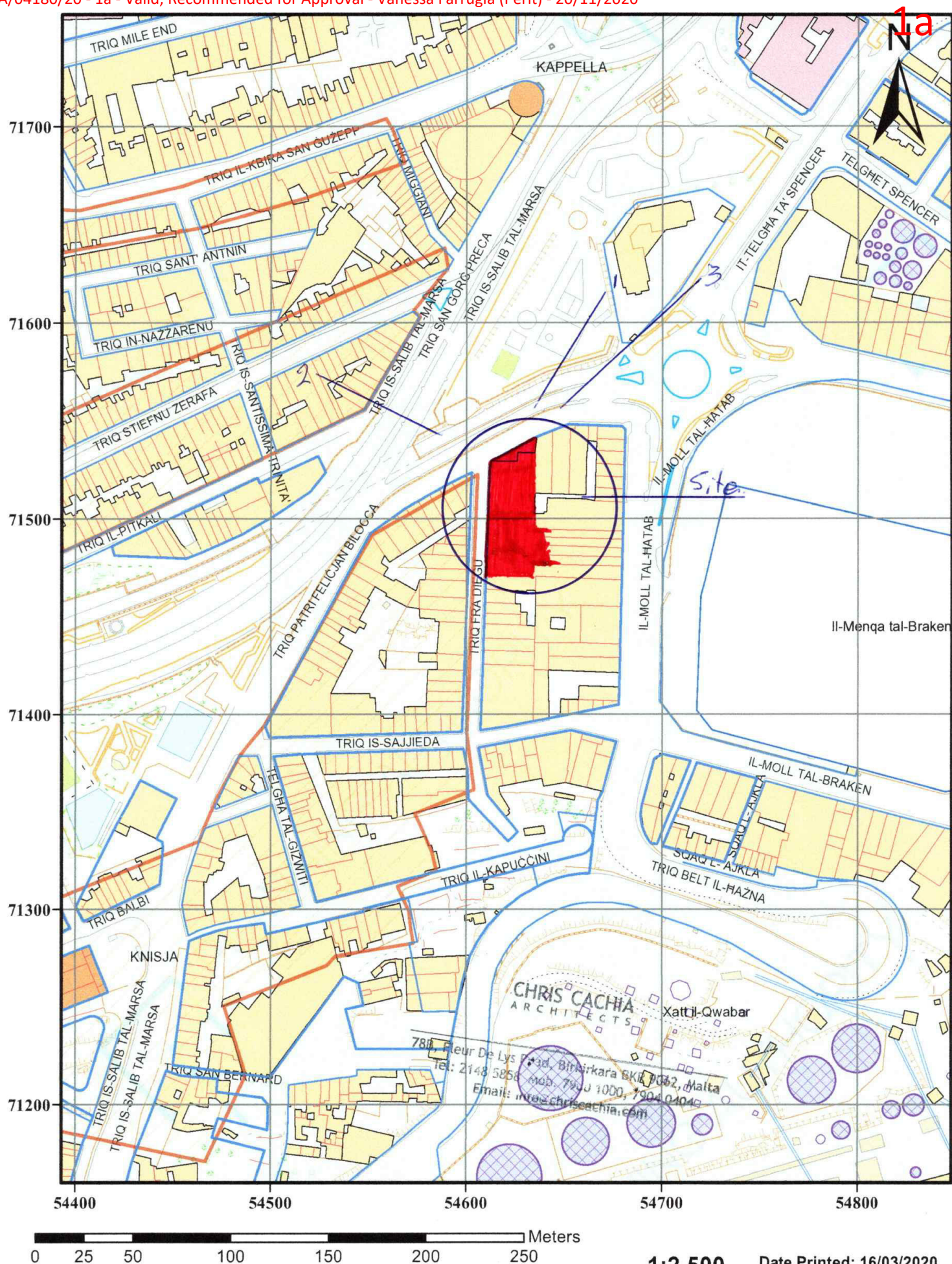
### Submission of request for reconsideration or appeal

With regards to requests for reconsideration, Form PA 4/16 must be used for submission. All fields of the Form must be filled in as appropriate. Requests for reconsideration can only be submitted electronically.

With regards to appeals, as required by Article 13 of the Environment and Planning Review Tribunal Act, 2016, the submission must include the detailed grounds for appeal and the requests being made by the appellant. Appeals must be submitted physically at the offices of the Environment and Planning Review Tribunal, St. Francis Ditch, Floriana.

-PANeDCN-



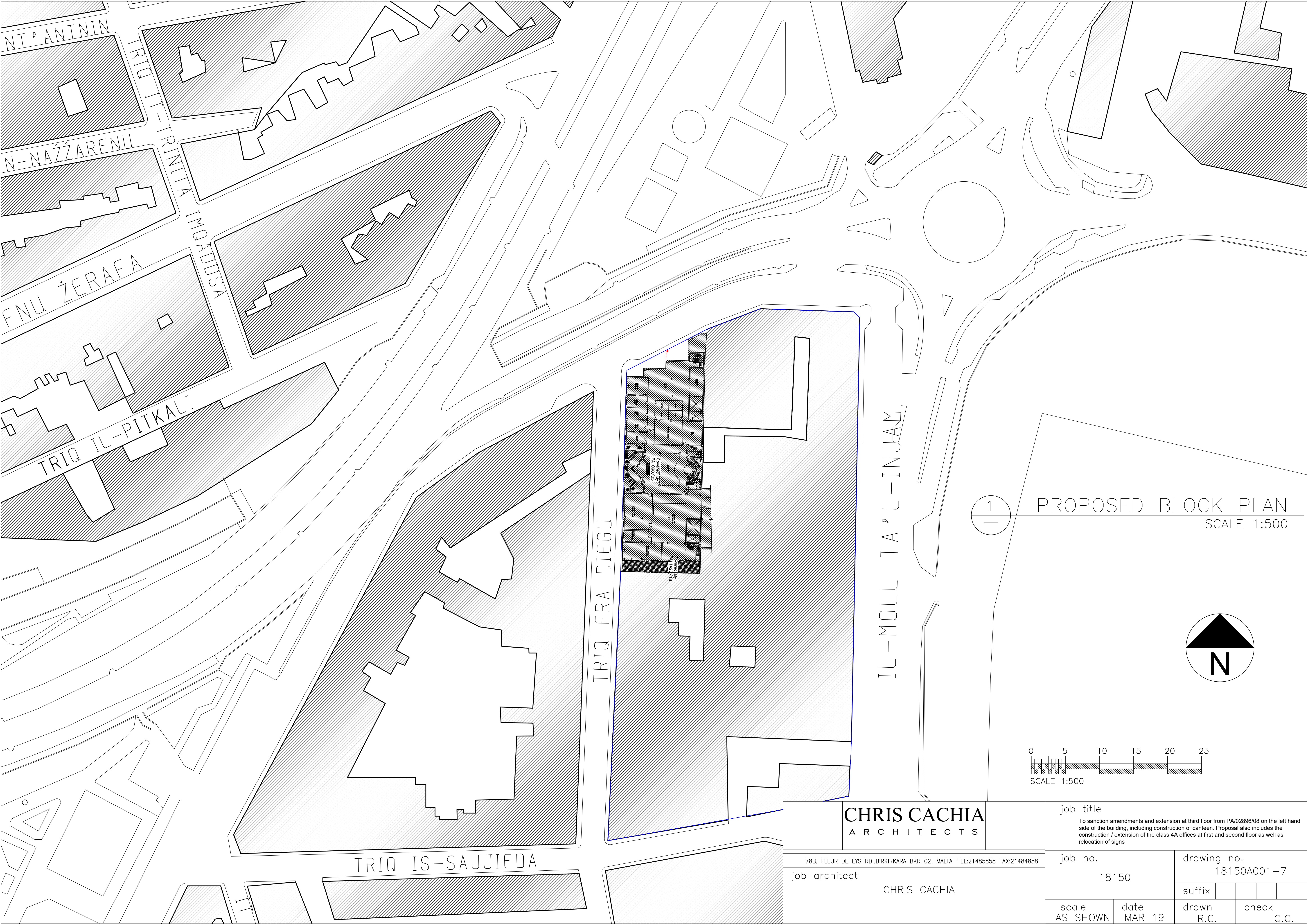


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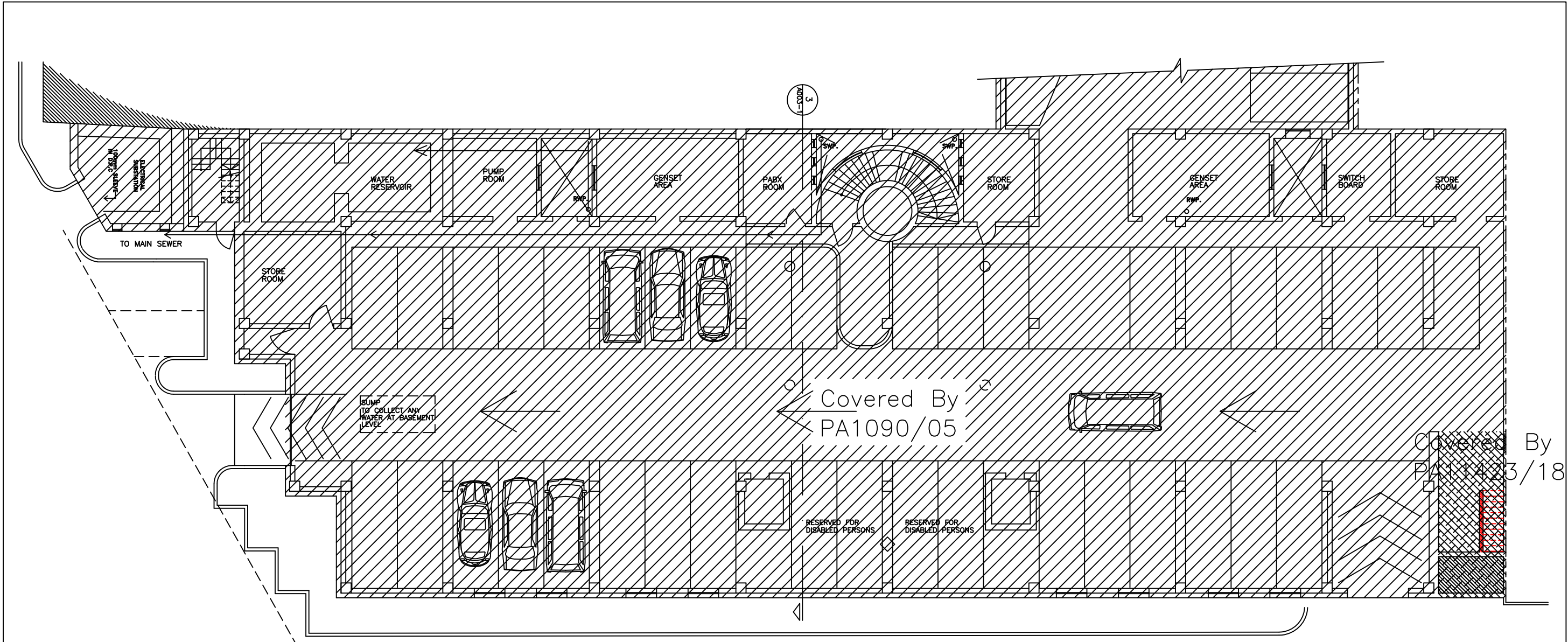
Compiled and published by the Mapping Unit, Planning Authority ©PA.  
 Reproduction in whole or in part by any means is prohibited without the prior permission of the Mapping unit.  
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 Truncated U.T.M. Coordinates. Levelling Datum M.S.L. (Mean sea level). Contours when shown are at 2.5m vertical interval. Not to be used for interpretation or scaling of scheme alignments

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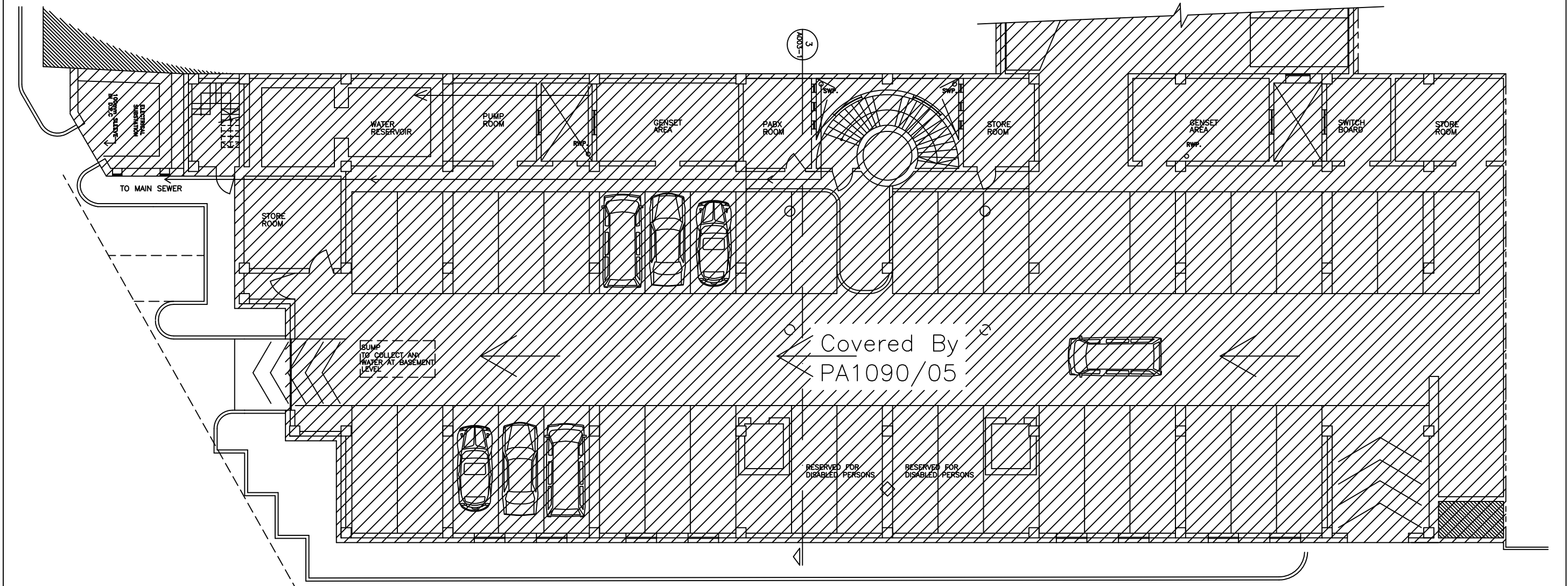




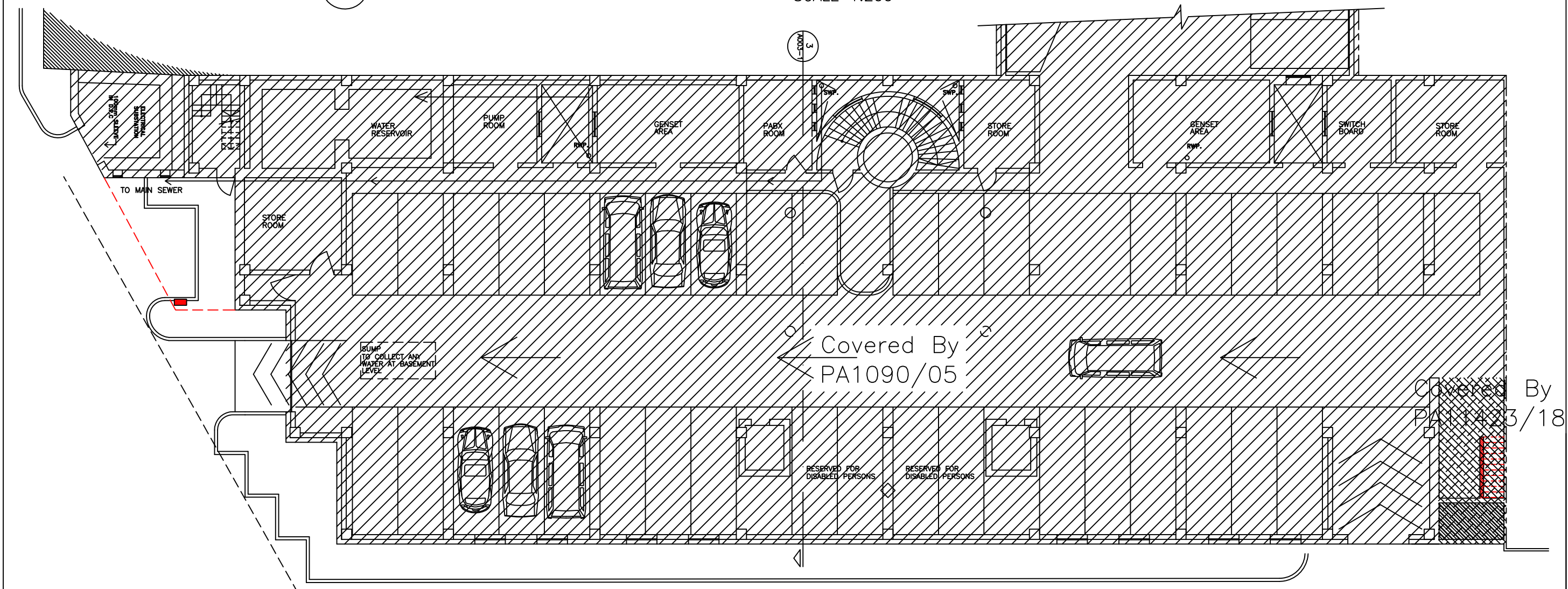




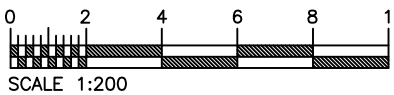
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SCALE 1:200



2 EXISTING SEMIBASEMENT PLAN LEVEL -1  
SCALE 1:200

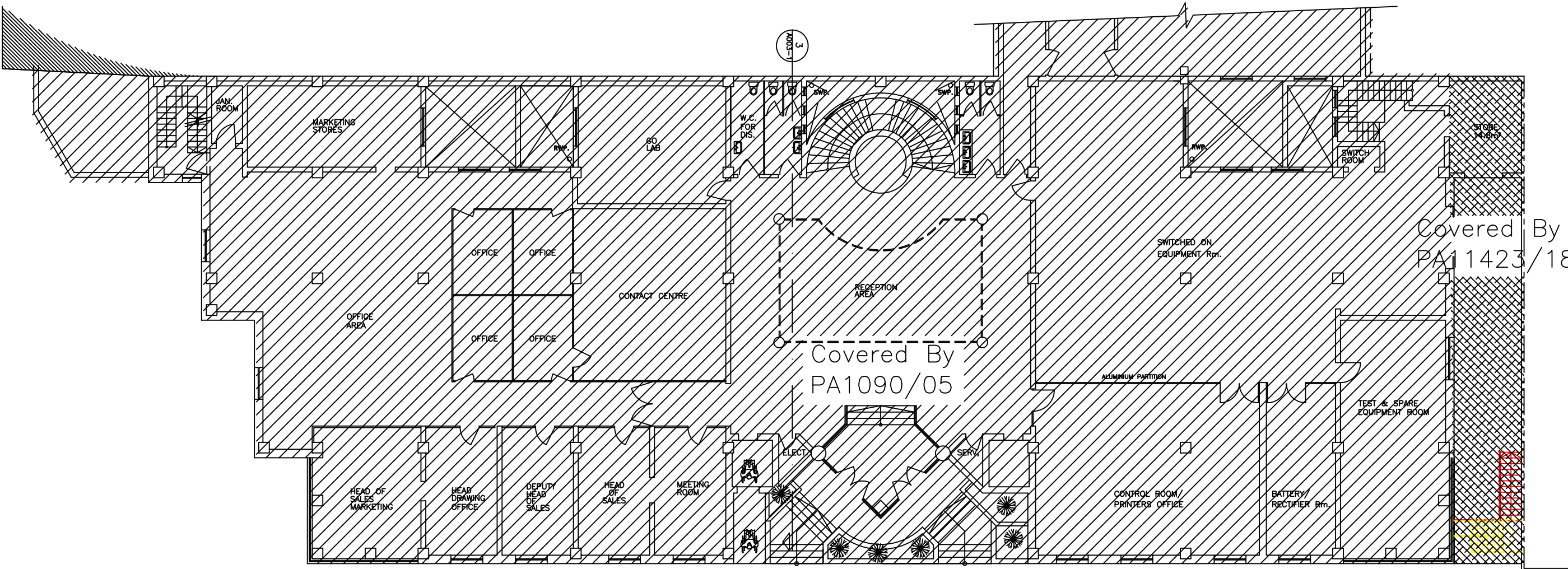


3 PROPOSED SEMI-BASEMENT PLAN LEVEL -1  
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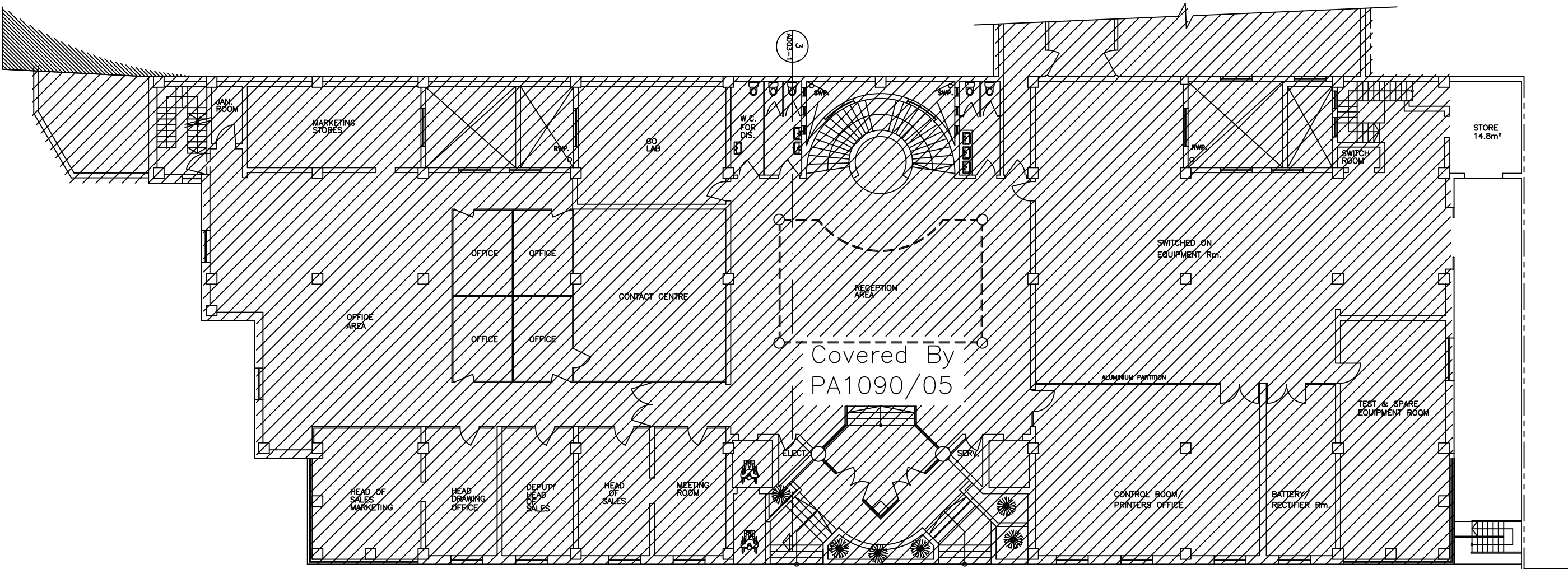


CHRIS CACHIA ARCHITECTS		job title To sanction amendments and extension at third floor from PA02890/08 on the left hand side of the building, including construction of carport. Proposal also includes the construction / extension of the class 4A offices at first and second floor as well as relocation of signs	
78B, FLEUR DE LYS RD, BIRKIRKARA BKR 02, MALTA. TEL:21485858 FAX:21484858		job no. 18150	drawing no. 18150A001-7
job architect CHRIS CACHIA		scale AS SHOWN	date MAR 19
		drawn R.C.	check C.C.

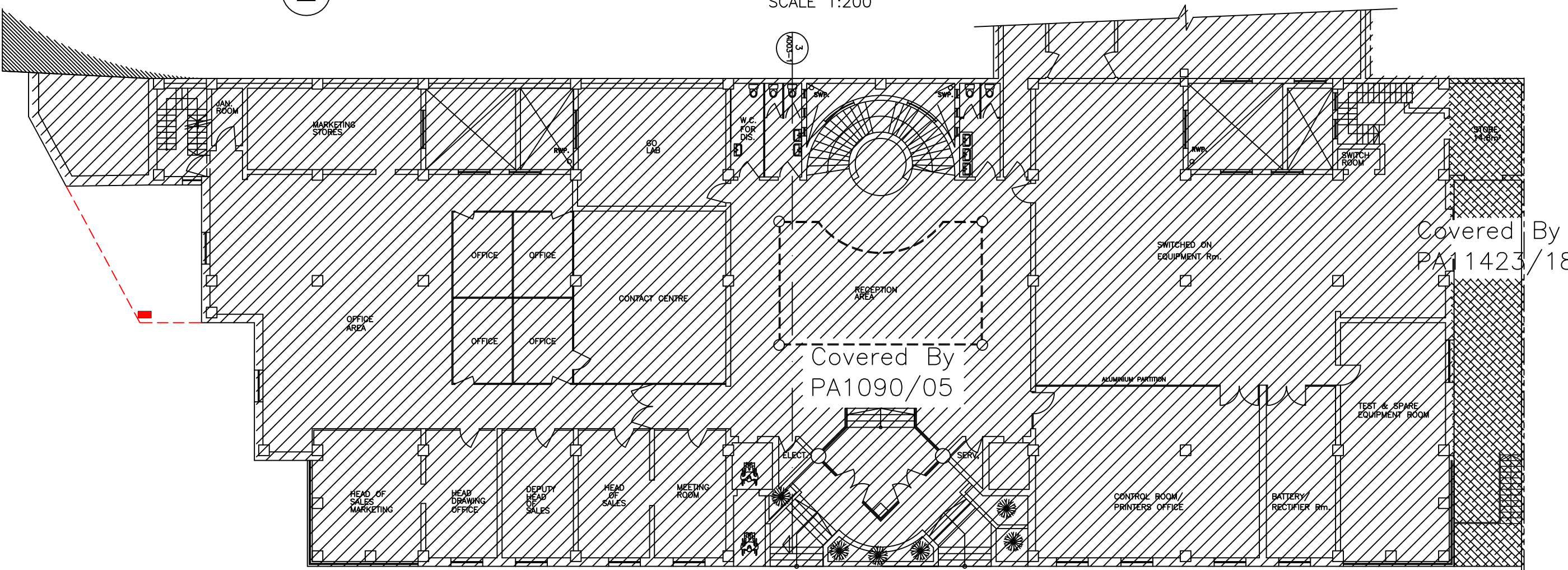




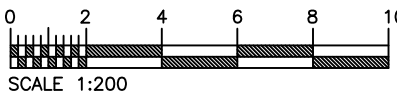
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SCALE 1:200



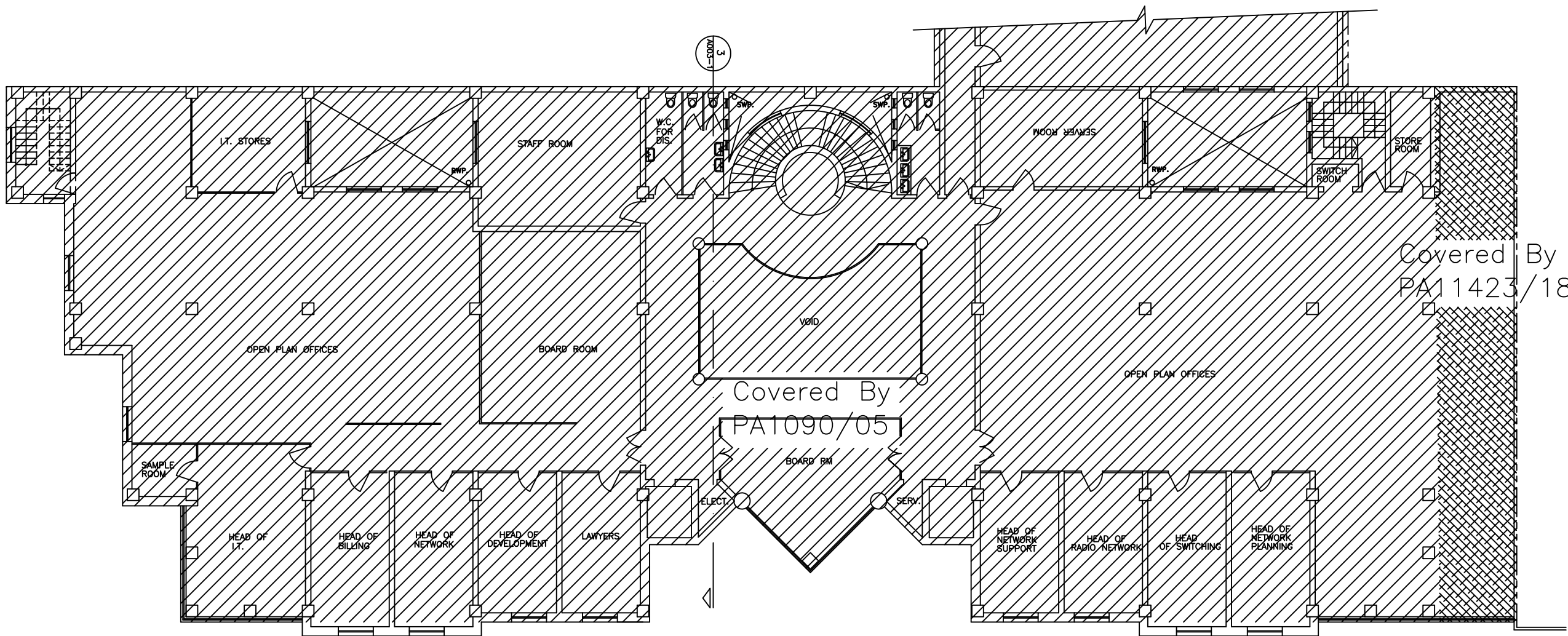
2 EXISTING GROUND FLOOR PLAN LEVEL 0  
SCALE 1:200



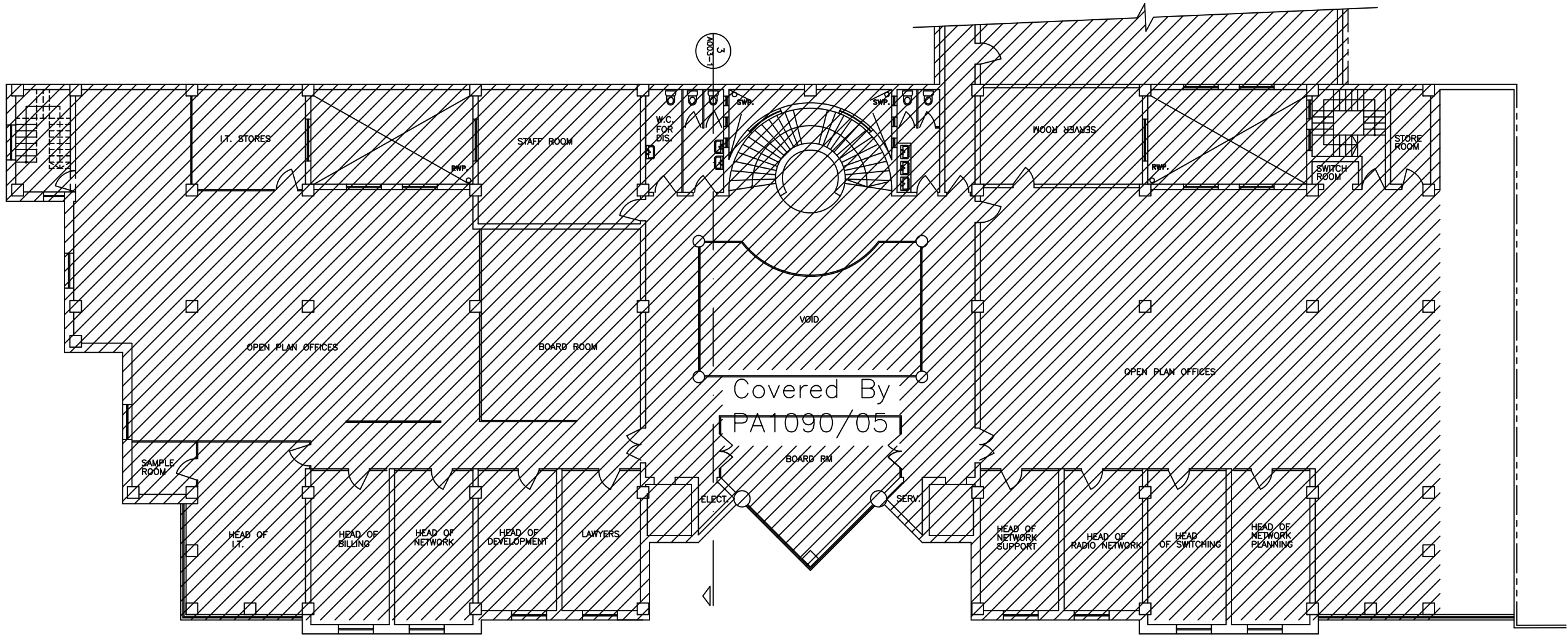
3 PROPOSED GROUND FLOOR PLAN LEVEL 0  
SCALE 1:200



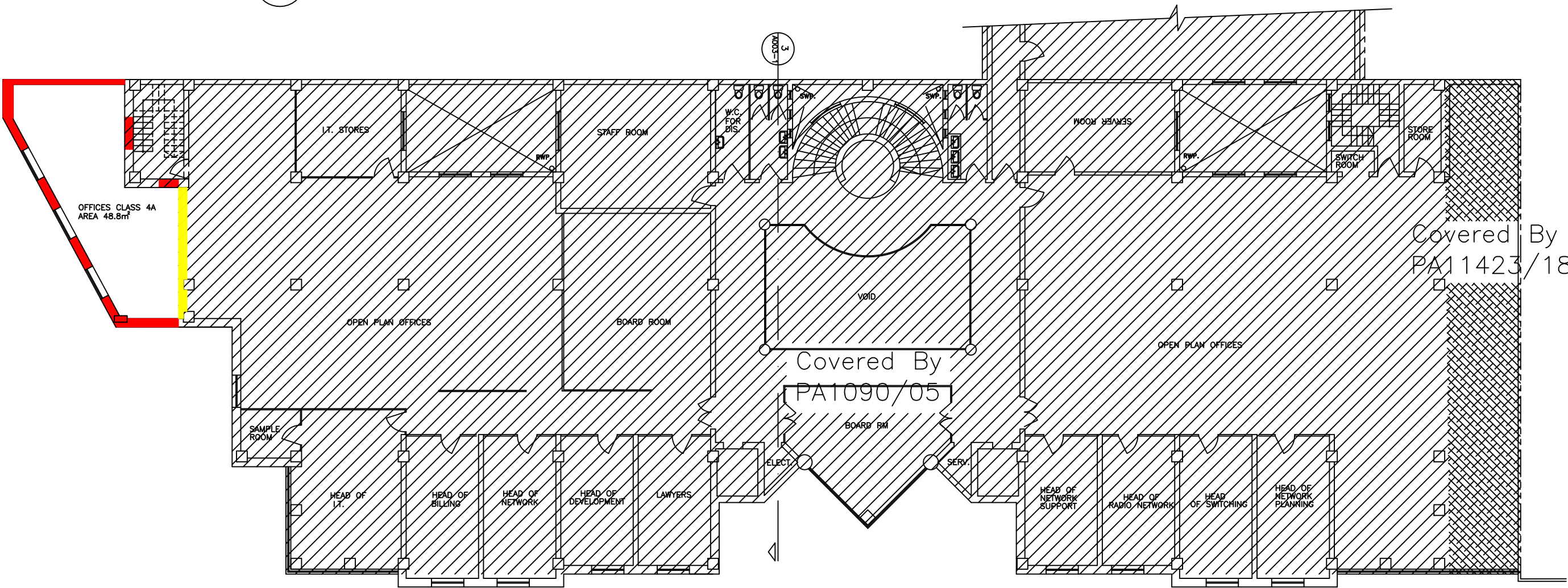
<div>CHRIS CACHIA ARCHITECTS</div>		<div>job title</div> <div>To sanction amendments and extension at third floor from PA02890/08 on the left hand side of the building, including construction of canteen. Proposal also includes the construction / extension of the class 4A offices at first and second floor as well as relocation of signs</div>	
78B, FLEUR DE LYS RD, BIRKIRKARA BKR 02, MALTA. TEL:21485858 FAX:21484858		<div>job no.</div> <div>18150</div>	<div>drawing no.</div> <div>18150A001-7</div>
<div>job architect</div> <div>CHRIS CACHIA</div>			<div>suffix</div> <div></div>
<div>scale</div> <div>AS SHOWN</div>	<div>date</div> <div>MAR 19</div>	<div>drawn</div> <div>R.C.</div>	<div>check</div> <div>C.C.</div>



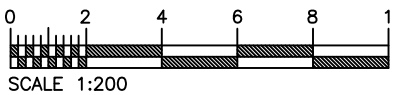
1 APPROVED FIRST FLOOR PLAN LEVEL 1  
SCALE 1:200



2 EXISTING FIRST FLOOR PLAN LEVEL 1  
SCALE 1:200

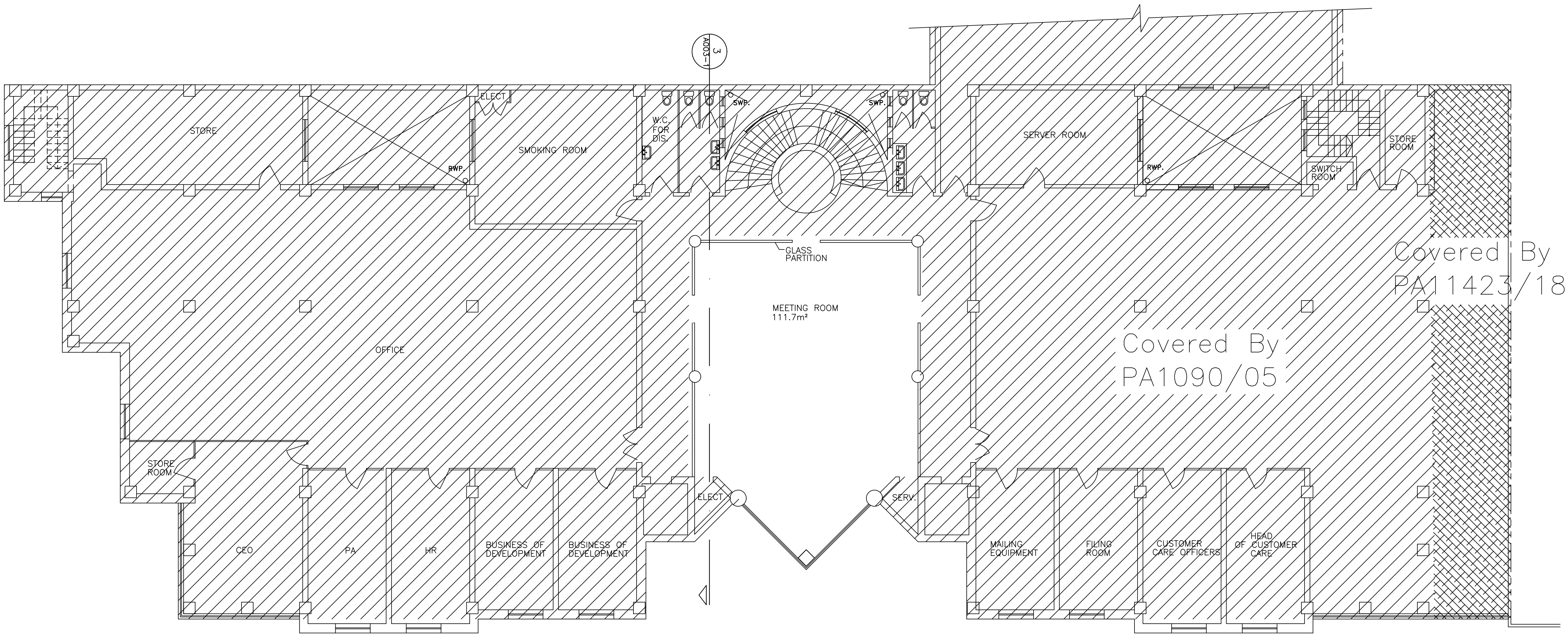


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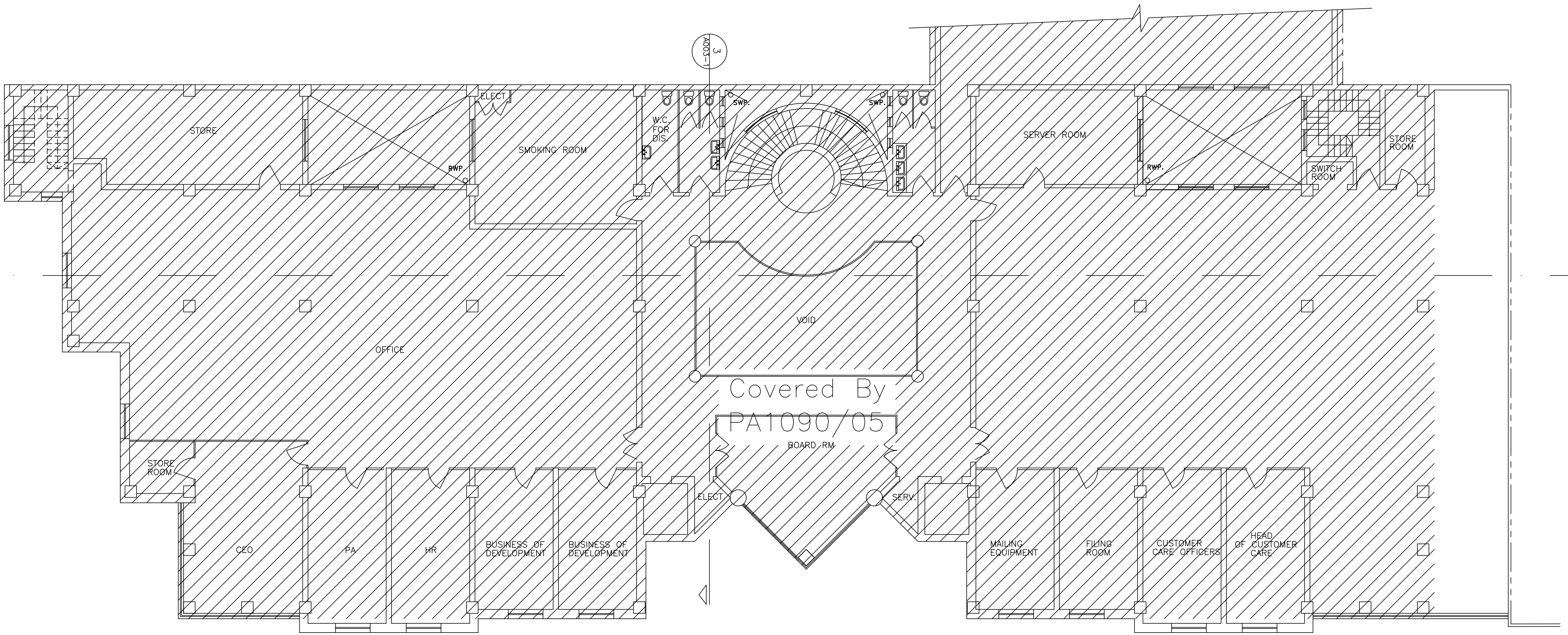


<div>CHRIS CACHIA</div> <div>ARCHITECTS</div>		<div>job title</div> <div>To sanction amendments and extension at third floor from PA02890/08 on the left hand side of the building, including construction of carport. Proposal also includes the construction / extension of the class 4A offices at first and second floor as well as relocation of signs</div>					
78B, FLEUR DE LYS RD, BIRKIRKARA BKR 02, MALTA. TEL:21485858 FAX:21484858		<div>job no.</div> <div>18150</div>			<div>drawing no.</div> <div>18150A001-7</div>		
job architect <div>CHRIS CACHIA</div>					<div>suffix</div> <div></div> <div></div> <div></div> <div></div>		
scale AS SHOWN		date MAR 19		drawn R.C.		check C.C.	

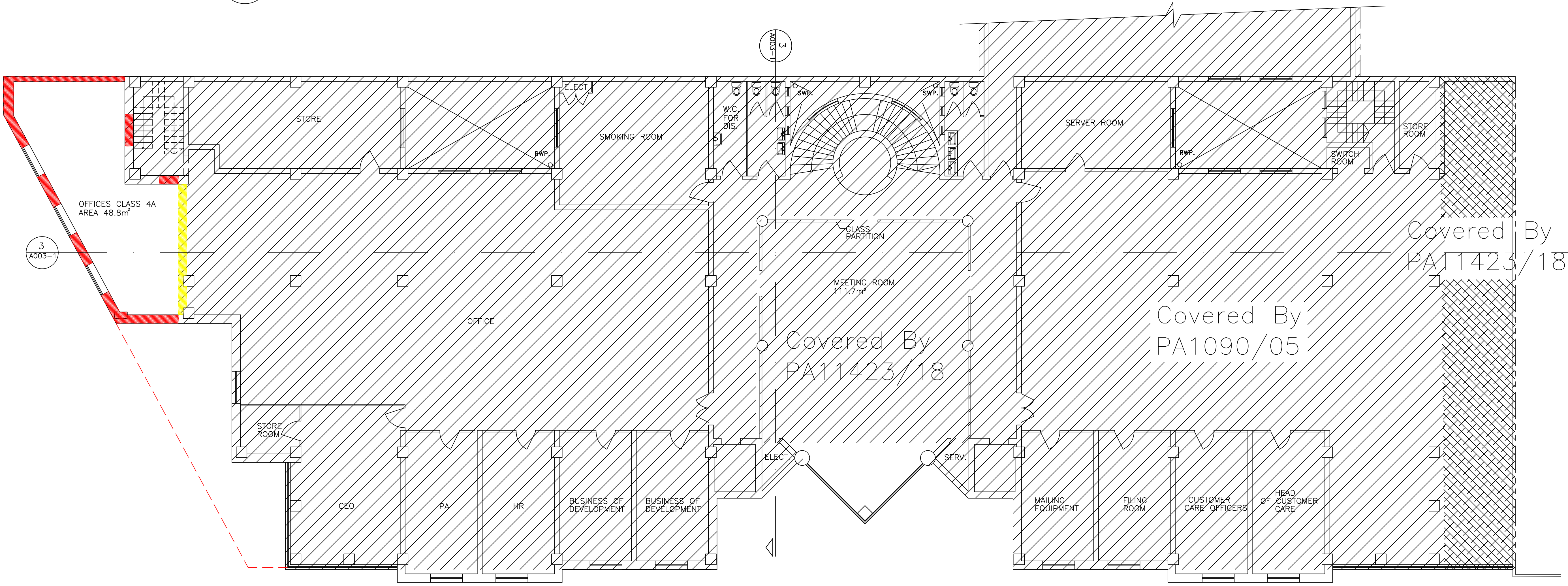




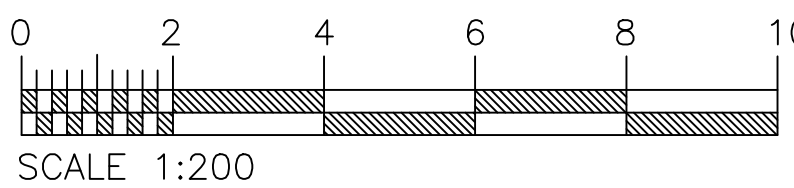
1 APPROVED SECOND FLOOR PLAN LEVEL 2  
SCALE 1:200



2 EXISTING SECOND FLOOR PLAN LEVEL 2  
SCALE 1:200

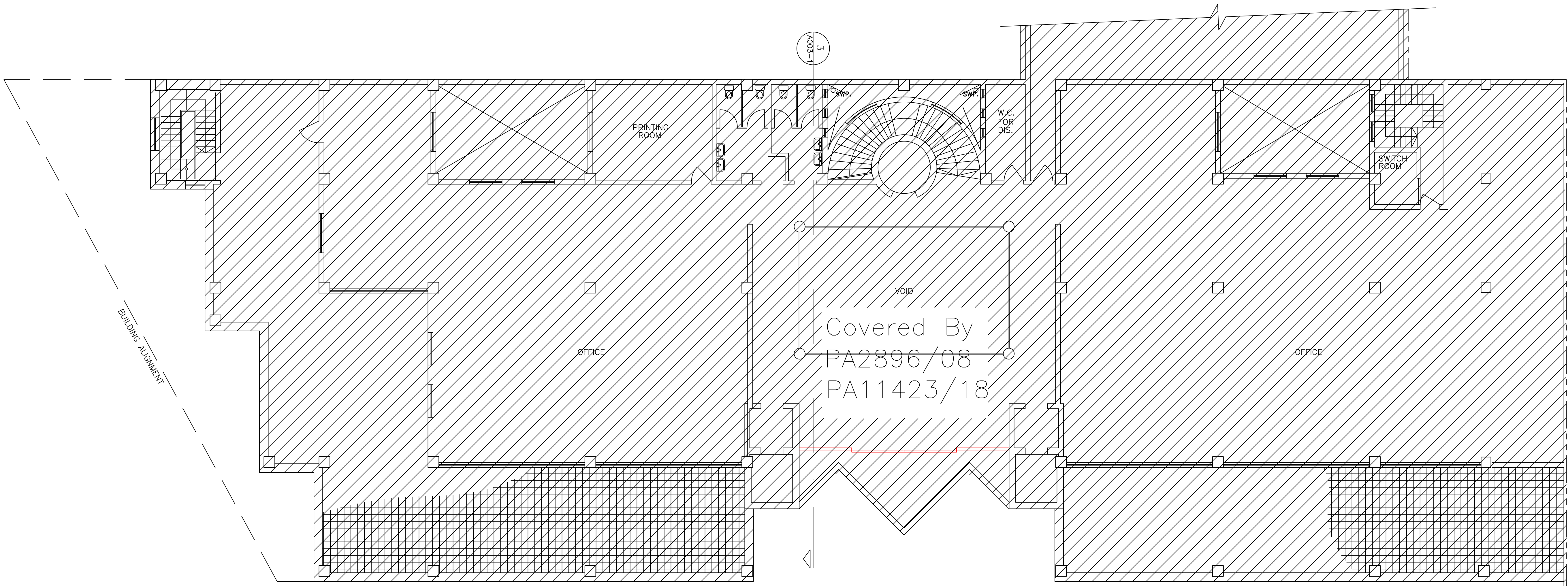


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SCALE 1:200

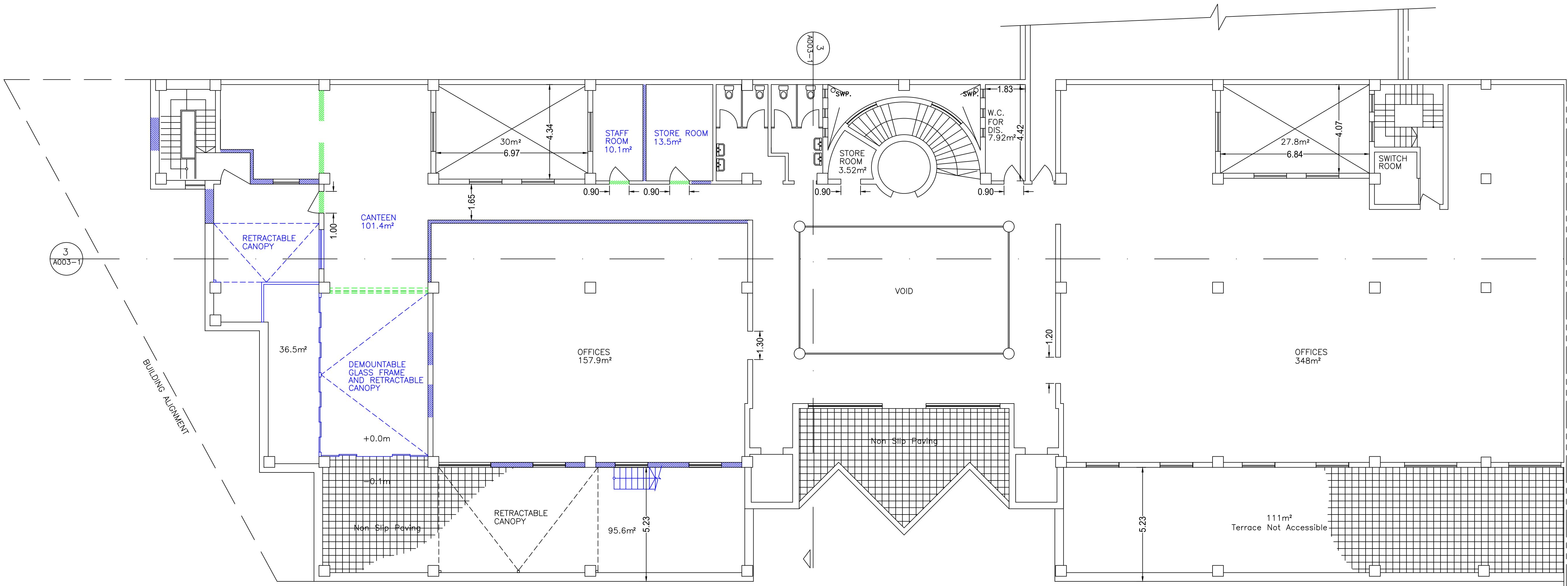


<div>CHRIS CACHIA</div> <div>ARCHITECTS</div>		job title					
<div>78B, FLEUR DE LYS RD, BIRKIRKARA BKR 02, MALTA. TEL:21485858 FAX:21484858</div> <div>job architect</div> <div>CHRIS CACHIA</div>		<div>job no.</div> <div>18150</div>		<div>drawing no.</div> <div>18150A001-7</div>			
				<div>suffix</div> <div></div> <div></div> <div></div> <div></div>			
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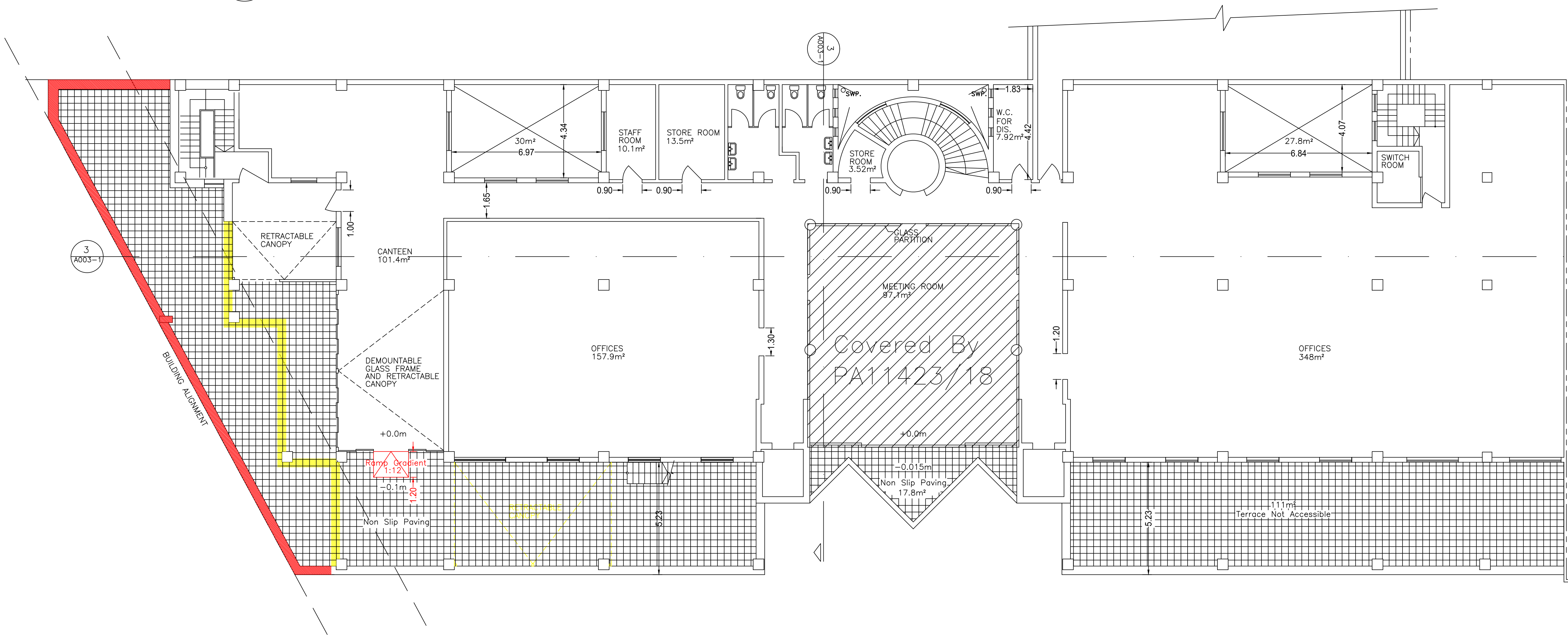




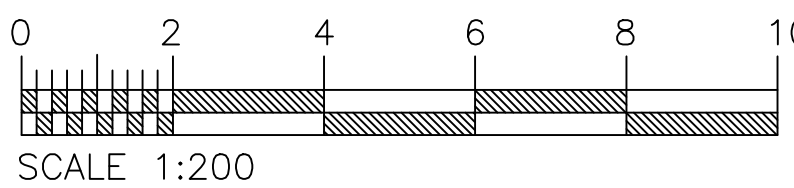
1 APPROVED THIRD FLOOR PLAN LEVEL 3  
SCALE 1:200



2 EXISTING THIRD FLOOR PLAN LEVEL 3  
SCALE 1:200



3 PROPOSED THIRD FLOOR PLAN LEVEL 3  
SCALE 1:200

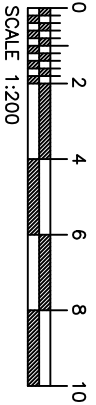


<div>CHRIS CACHIA ARCHITECTS</div>		job title To sanction amendments and extension at third floor from PA/02896/08 on the left hand side of the building, including construction of canteen. Proposal also includes the construction / extension of the class 4A offices at first and second floor as well as relocation of signs				
78B, FLEUR DE LYS RD, BIRKIRKARA BKR 02, MALTA. TEL:21485858 FAX:21484858		job no. 18150	drawing no. 18150A001-7			
job architect CHRIS CACHIA			suffix			
scale AS SHOWN	date MAR 19	drawn R.C.	check C.C.			

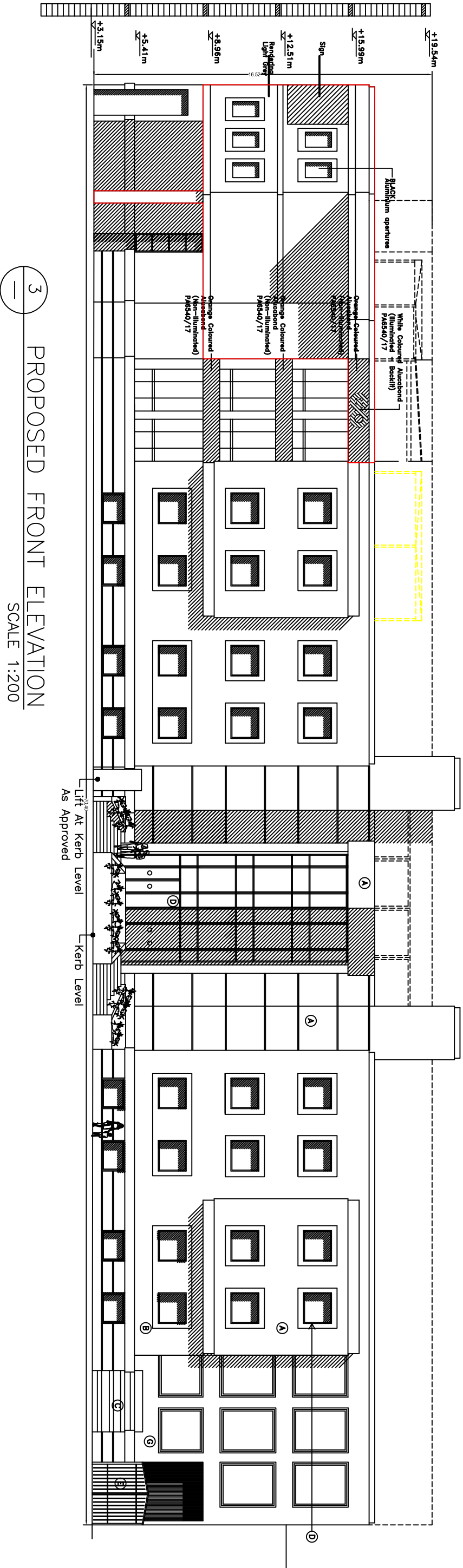
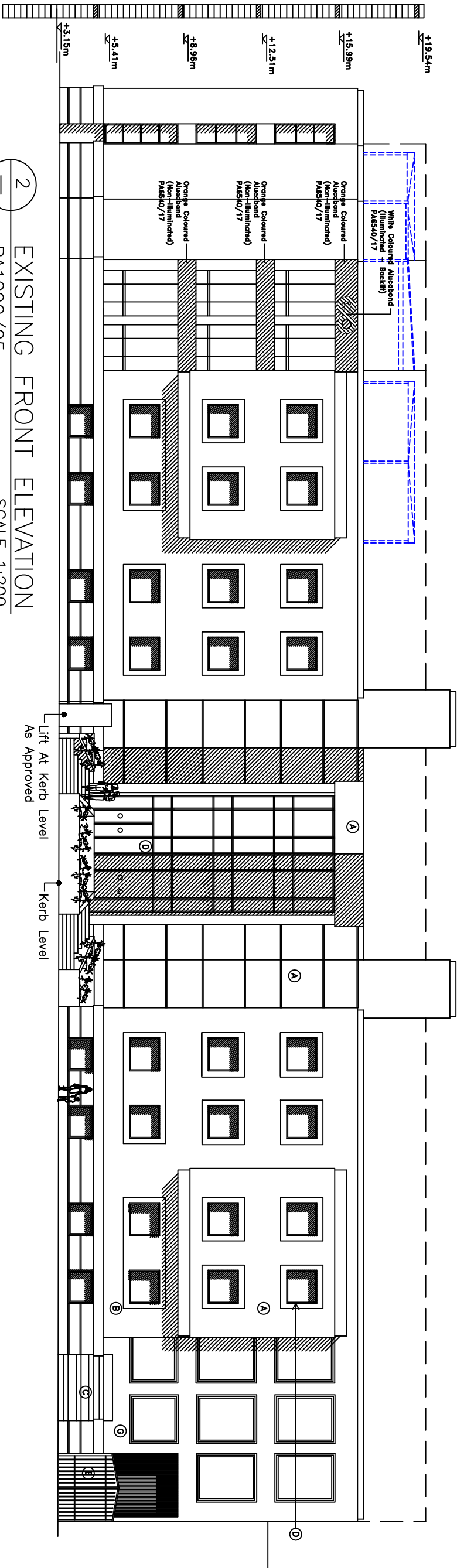
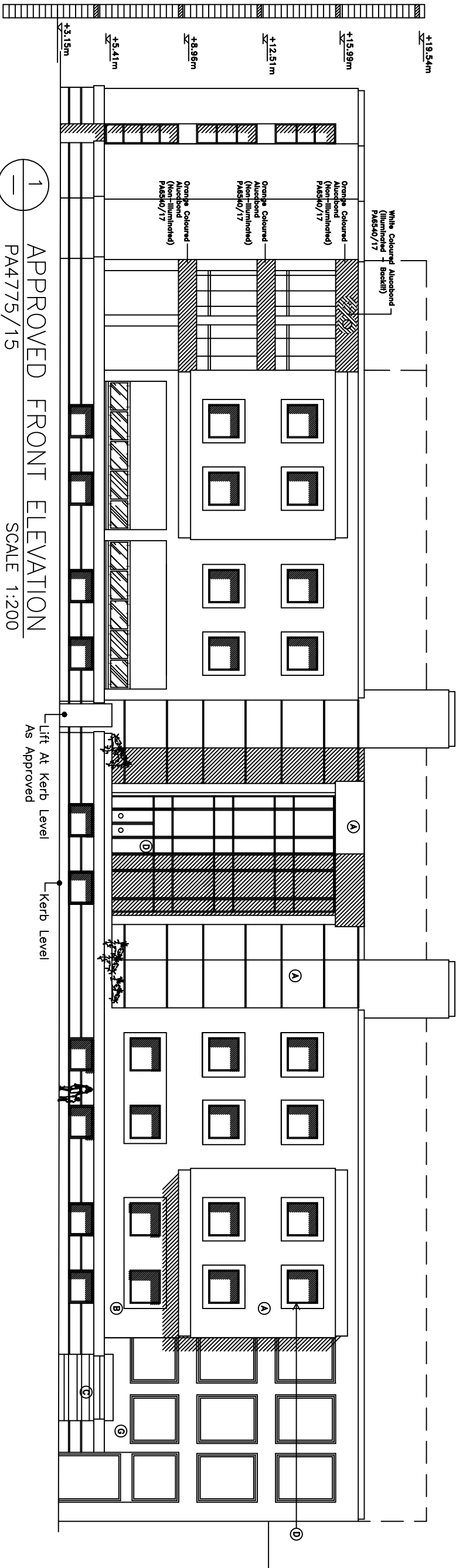


<div> <div>CHRIS CACHIA</div> <div>ARCHITECTS</div> </div>		<div> <div>job title</div> <div>To sanction amendments and extension at third floor from PA02896/08 on the left hand side of the building, including construction of carterie. Proposal also includes the construction / extension of the class 4A offices at first and second floor as well as relocation of signs</div> </div>			
<div>78B, FLEUR DE LYS RD, BIROKIRAKA BKR 02, MALTA TEL:21485858 FAX:21484458</div>		<div>job no.</div> <div>18150</div>		<div>drawing no.</div> <div>18150A001-7</div>	
<div>job architect</div> <div>CHRIS CACHIA</div>		<div>scale</div> <div>AS SHOWN</div>		<div>date</div> <div>MAR 19</div>	
		<div>drawn</div> <div>R C</div>		<div>check</div> <div>C C</div>	

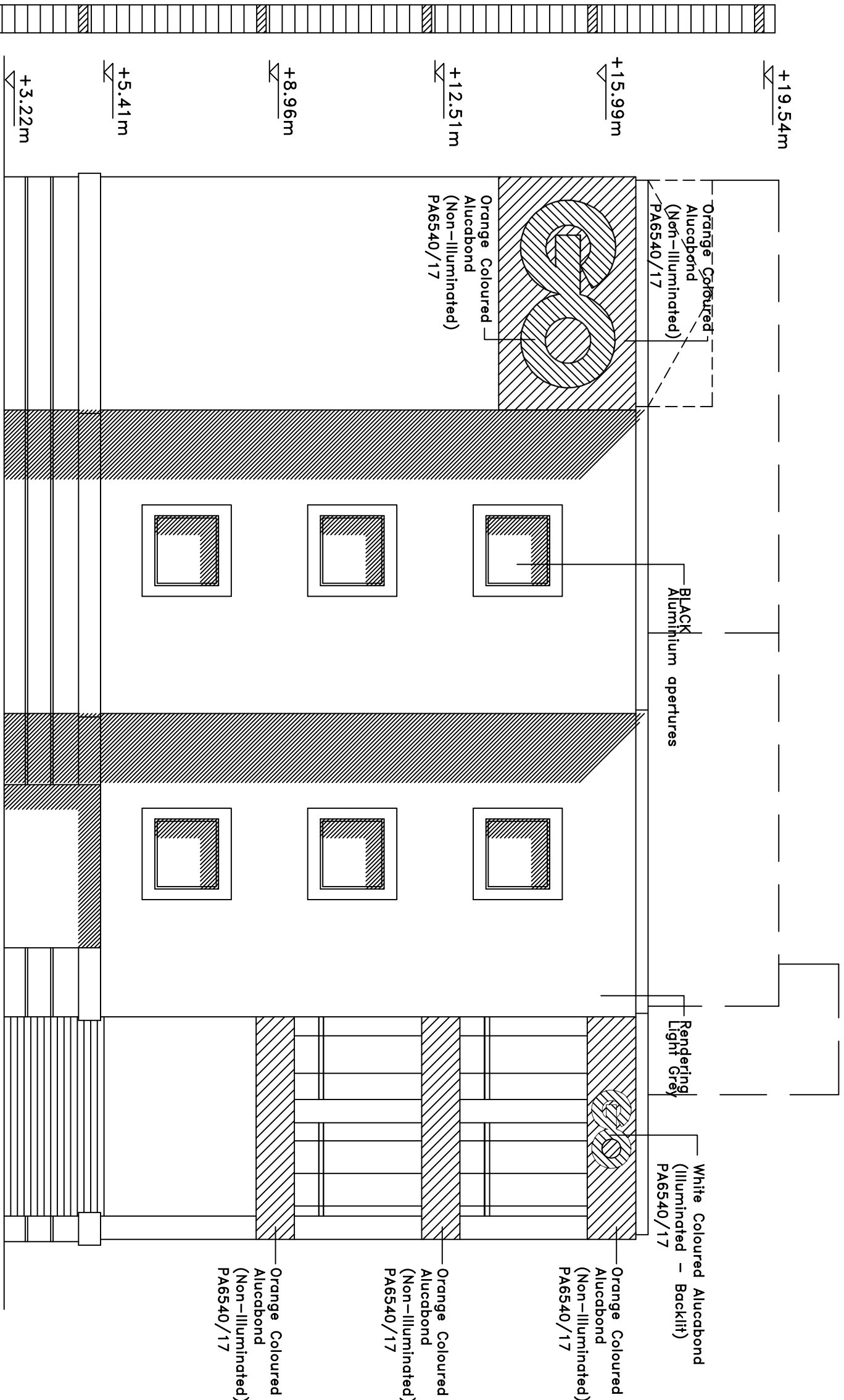
CHRIS CACHIA ARCHITECTS			
78A, FLEM DE L'IS RD, JBRINKWA BRK Q2, MALU, TEL:21465859 FAX:21464858			
job architect CHRIS CACHIA			
job title To ascertain improvements and extension at third floor from PA4775/15 on the left hand side of the building including construction of carport. Proposed also includes the construction of the stairs & offices at first and second floor as well as the extension of the			
job no. 18150	drawing no. 18150A001-7		
scale AS SHOWN	date MAR 19	suffix	drawn R.C. check C.C.



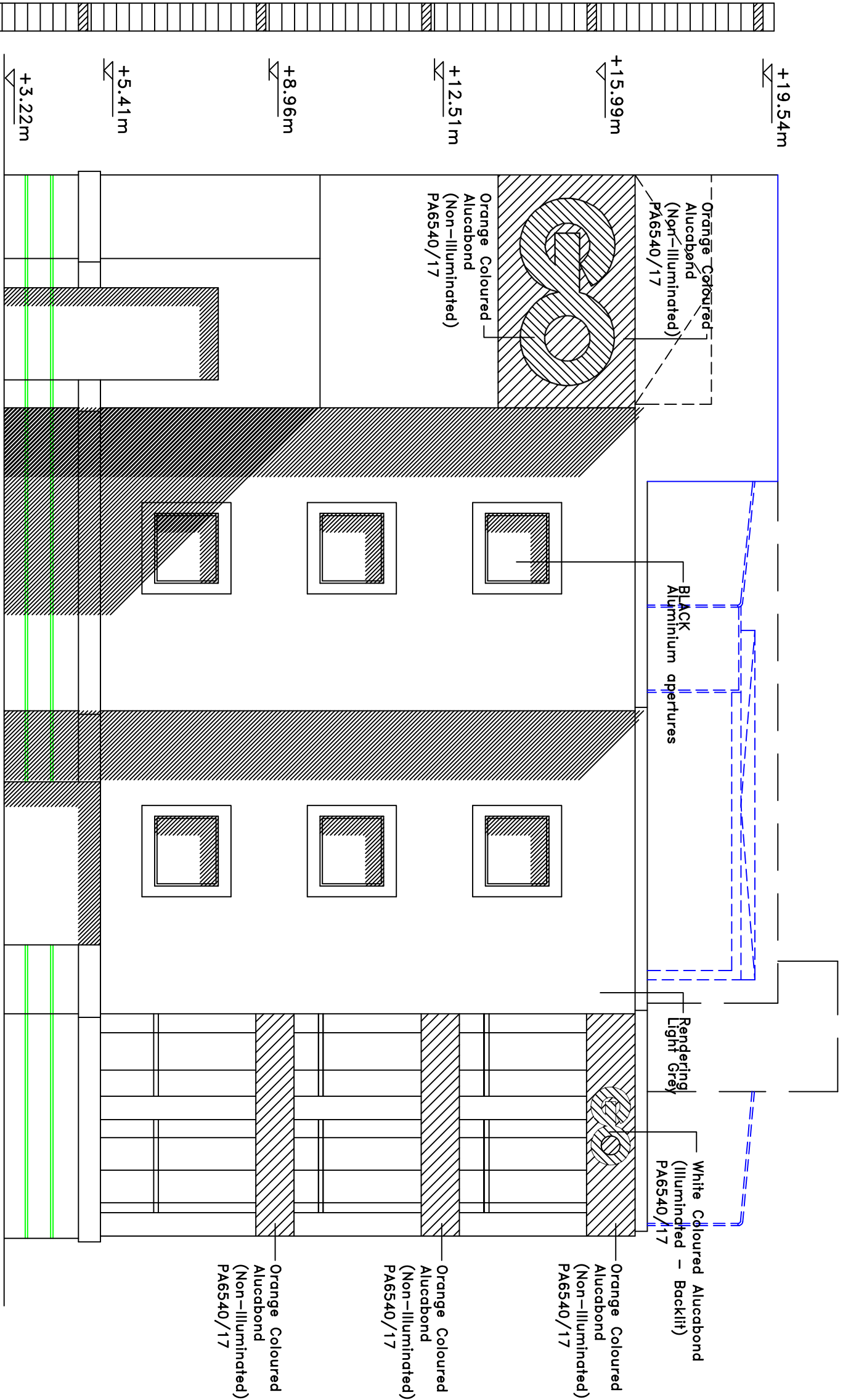
LEGEND	
A	Existing Stone
B	Existing Brick
C	Light grey
D	Black paintwork
E	Black aluminium openings
F	Black STEEL GATE
G	Black Aluminium
H	White coloured Aluminium
I	White coloured Aluminium



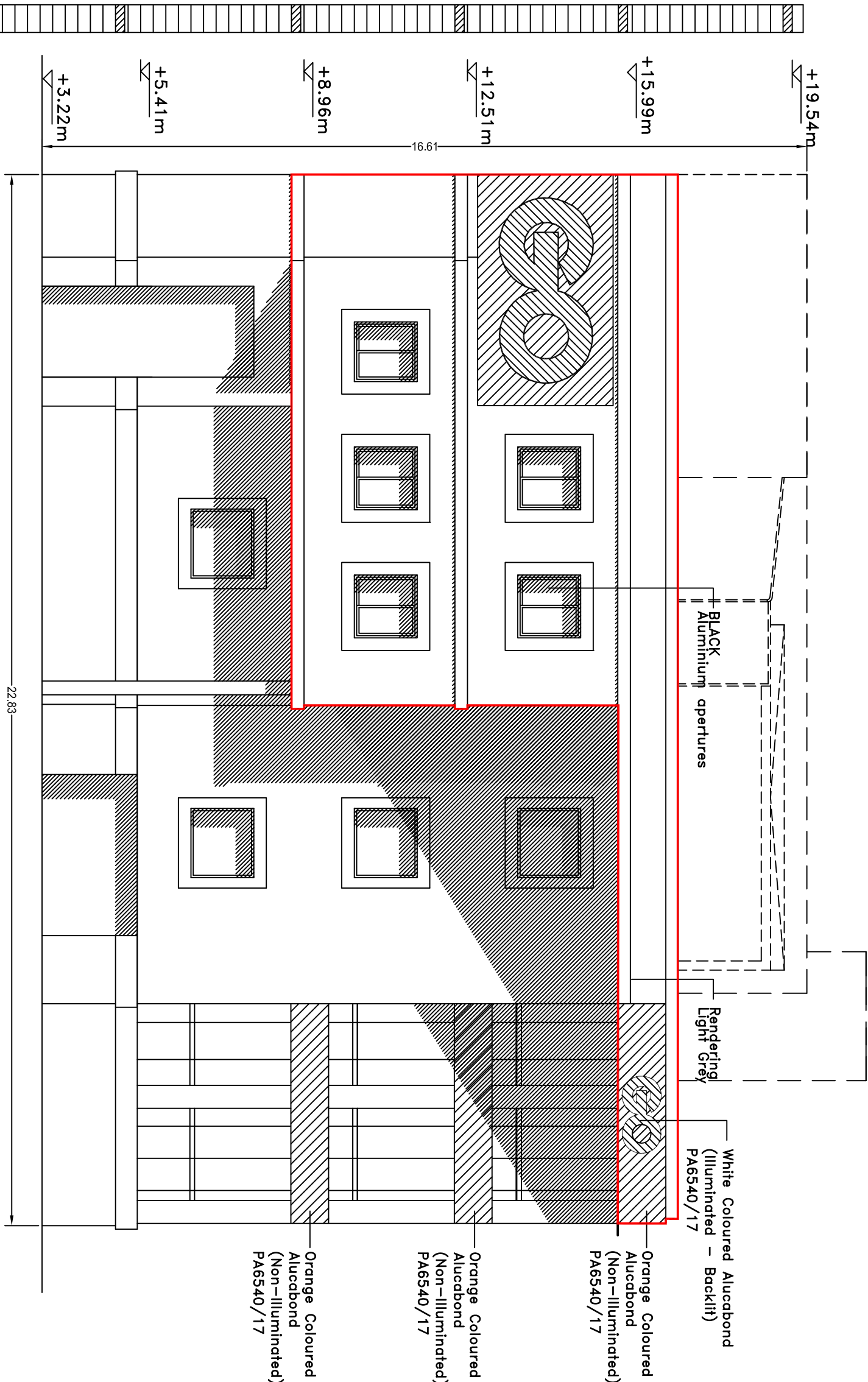




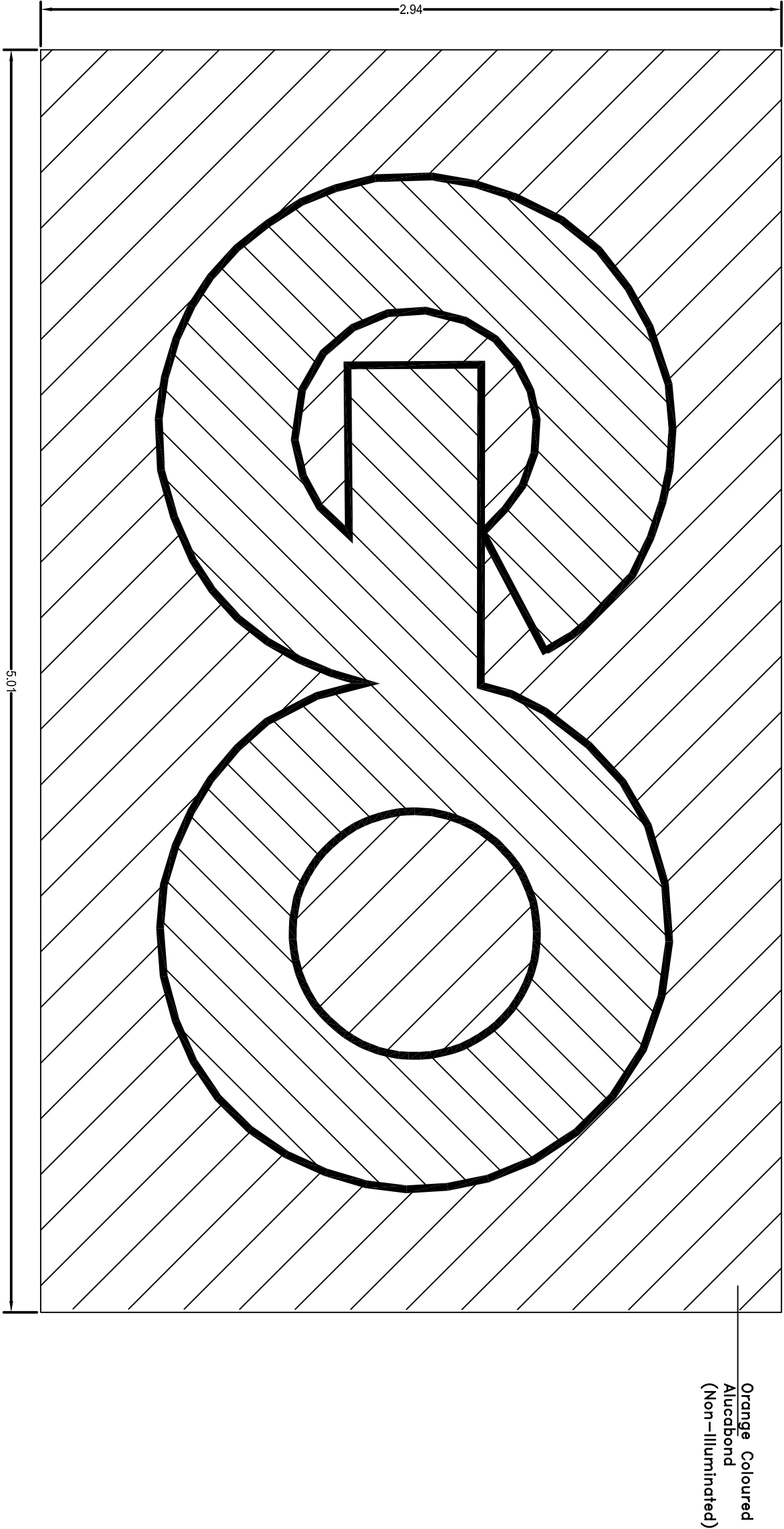
1 APPROVED SIDE ELEVATION  
PA4775/15  
SCALE 1:100



2 EXISTING SIDE ELEVATION  
PA1090/05  
SCALE 1:100

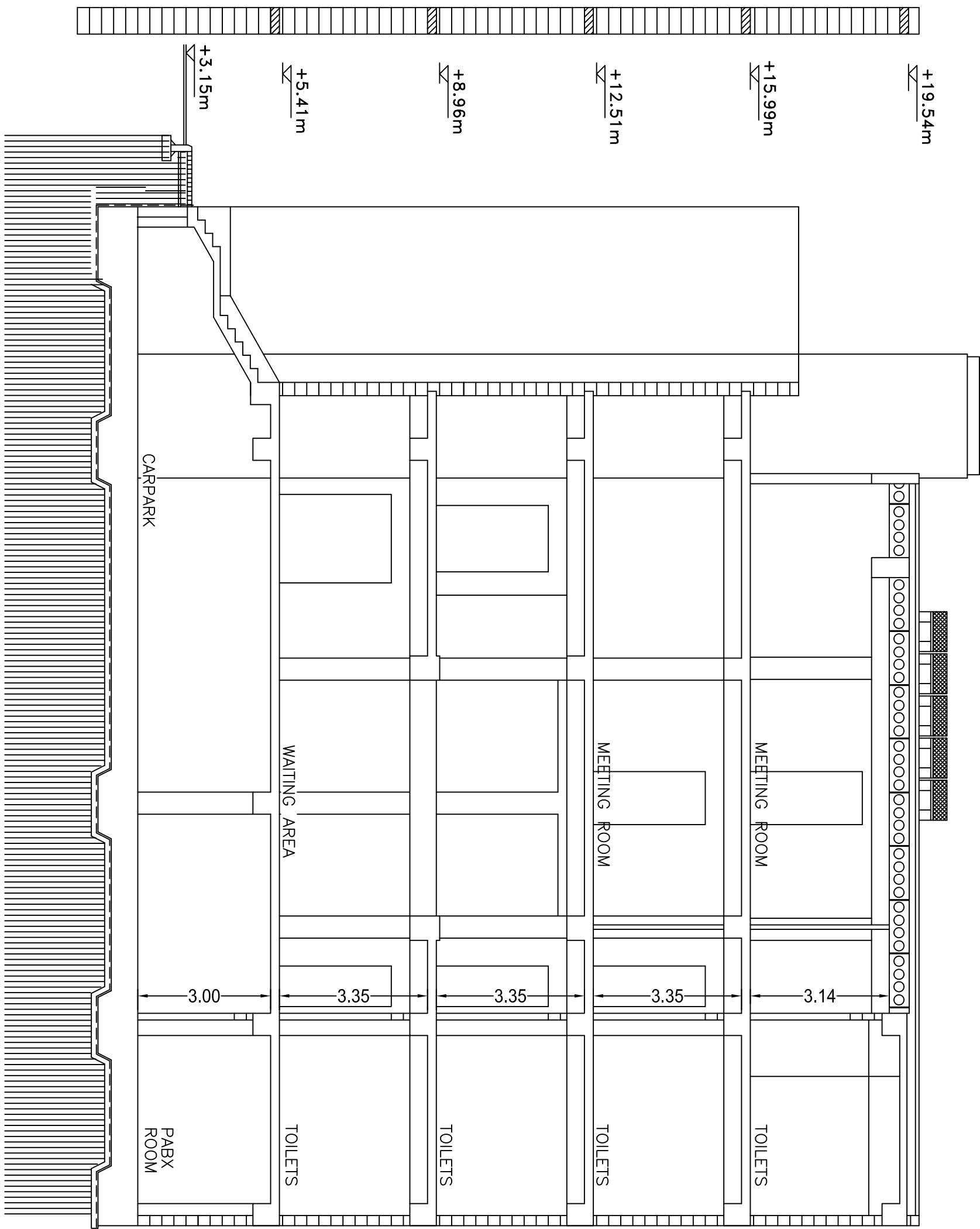


3 PROPOSED SIDE ELEVATION  
SCALE 1:100

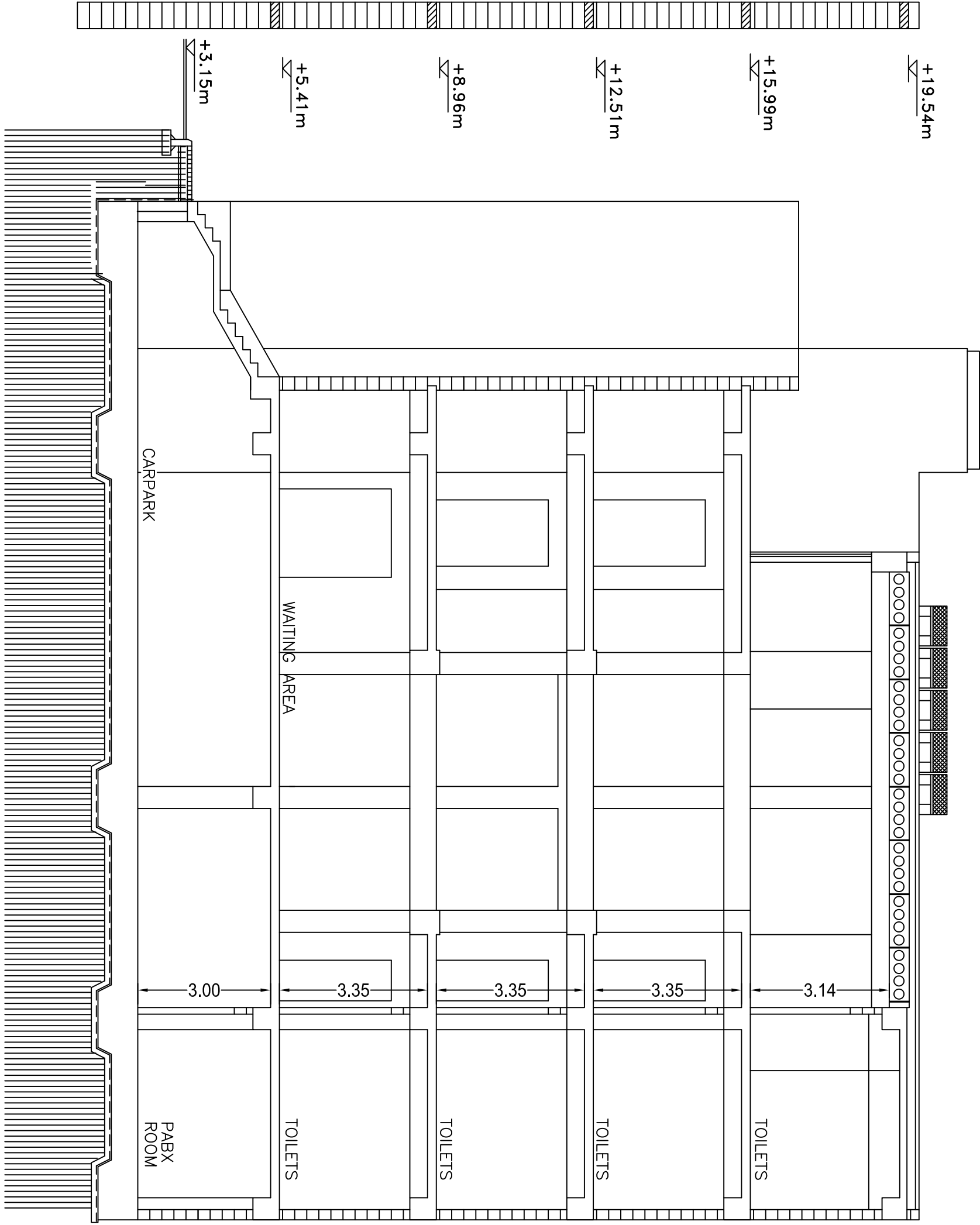


4 PROPOSED SIGN  
SCALE 1:20

LEGEND	
A	Rendering Africea Blue
B	Rendering light grey
C	GREY Roller shutter
D	BLACK Aluminium apertures
E	GREY STEEL GATE
F	Black Aluminium
G	White coloured Concrete frame

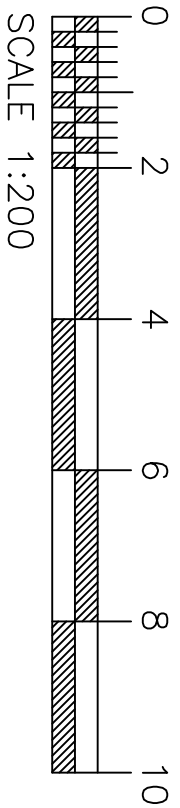


1 APPROVED LONGITUDINAL SECTION  
PA11423/18 SCALE 1:200



2 EXISTING LONGITUDINAL SECTION  
SCALE 1:200

CHRIS CACHIA A R C H I T E C T S							
78B, FLEUR DE LIS RD, BIRIKIRARA, BKR 02, MALTA. TEL:21485858 FAX:21484858							
job architect				CHRIS CACHIA			
job title  To sanction amendments and extension at third floor from PA02986008 on the left hand side of the building, including construction of carpark. Proposal also includes the construction / extension of the class 4A offices at first and second floor as well as relocation of signs							
job no.  18150		drawing no.  18150A001-8					
		suffix					
scale AS SHOWN	date OCT 18	drawn R.C.		check C.C.			





## WSC Consultation to Development Permit

In accordance with the development in question, the applicant shall make sure that the rain water and/or run-off collection from roofs, yards, balconies (and any other exposed areas) is being managed as stipulated in the Technical Guide F issued by the Building Regulations Office, enforced by LN 47 of 2018 Art.7 and no overflow pipes, even from water storage reservoirs and/or oil interceptors, are connected to the WSC sewage network.

Developers are advised to check with the Manager region Office WSC for the invert level of the existing sewer and the provision of water up to the new level where water tanks shall be installed by sending an e-mail to [region.consultations@wsc.com.mt](mailto:region.consultations@wsc.com.mt), requesting this information.

E-mail title to include: "Request for services location and levels at *address of development*."

For non-residential uses, developers are requested to submit floor plans (1:100) of the drainage system (rainwater and wastewater) to the Discharge Permit Unit, or via e-mail at [dpu.consultations@wsc.com.mt](mailto:dpu.consultations@wsc.com.mt).

Developers are advised to view requirements in:

1. Sewage Discharge Control Regulations LN 139 of 2002 as amended by L.N 378 of 2005.
2. L.N 29/10 Part III (Roads in Inhabited Areas) Clause 12.
3. DC 2015 Clause 4.3.3 Provision of Water Reservoirs and Second-Class Water Policy P47.
4. Building Regulations Technical Guidance Document F where these apply to the proposed development.

Water Services Corporation  
Triq Hal Qormi, Hal Luqa, LQA 9043, Malta  
(+356) 2244 5566  
[customercare@wsc.com.mt](mailto:customercare@wsc.com.mt)  
[wsc.com.mt](http://wsc.com.mt)



ISO 14001 applies only to WSC Main Office,  
Ta' Kandja P.S. and Pembroke R.O. Plant



## Message From Stakeholder

Submitted By

Sylvia Pullicino - on behalf of Transport  
Malta

Submitted On

19th June 2020 12:01:40

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Transport Malta is of the opinion that the proposal in caption should be assessed in line with Planning Authority's DC2015 Guidelines and/or relevant policy documents.

The proposed development should be within the official scheme alignment or UCA building line.

Should there be any transport related queries not covered by DC2015, please advise.



## ACCESSIBILITY AUDIT REPORT

### Date

28/07/2020

### Reference

PA/04180/20 - 01

### Proposal Location

Go Plc, Triq Fra Diegu c/w, Il-Moll Tal-Hatab, Marsa

### Proposal Description

To sanction amendments and extension at third floor from PA/2896/08 on the left hand side of the building including construction/extension of the Class 4A offices at first and second floor as well as relocation of signs.

### Documents Submitted for Vetting

1B / 1C / 1D / 1F / 49B / 49C.

### CRPD Decision

No Objection With Conditions

Note - This vetting report covers only the proposed sanctioning amendments and extension at third floor.

Same conditions of previous approved vetting reports (Minute 40A, for PA 11423/18 dated 08th Feb 2019 and Minute 31B, for PA 2896/08 dated 16th Jan 2009) apply.

### General Conditions

The no objection endorsement of the proposed development is on condition that all the building elements (structure, finishes and services) featured in the development shall conform to all the recommendations included in the Access for All Design Guidelines (2011) and other relevant guidelines published by CRPD and which are available on the CRPD website ([www.crpdp.org.mt](http://www.crpdp.org.mt)). Where applicable, the applicant's attention is drawn to recommended dimensions of elements such as door openings, accessible toilets and lifts where attention should be paid to ensure that structural dimensions take into account the tolerances required for wall tiling, door jambs, etc. and that lift shafts are large enough to accommodate lift cabins that conform to the said guidelines.

### Disclaimer

With respect to issues concerning Access for All, there is no objection to the issue of development permission for the proposed development as far as could be ascertained from the submitted drawings and subject to the conditions included in this report and the relevant standards as set in the Access for All Guidelines. It is the applicant's ultimate responsibility to ensure that the proposed development shall conform to the Access for All Design Guidelines and any approval given herewith does not exonerate the applicant from adhering fully to all the recommendations set in the said guidelines, notwithstanding the contents of this report. Recourse to the submitted drawings listed above shall not exonerate the applicant from fully adhering to the Access for All Design Guidelines. **The Commission reserves the right to inspect the property in question and to check that the above conditions are respected, in accordance with and in conformity to the Equal Opportunities Act 2000 (Cap413).**

Regards,

Clayton Block

[clayton.block@crpd.org.mt](mailto:clayton.block@crpd.org.mt)

on behalf of Commission for the Rights of Persons with Disability



**ENSER LTD**  
**Building Services Consulting Engineers**  
76/1 Gorse Street  
Birkirkara BKR4757 MALTA  
Tel: 00356 21490472 / 21440204  
admin@ensermalta.com

Our Ref: SJ2105

## **GO plc Head Office – Fra Diego Street, Marsa**

### **Office Extension – Fire, Lighting, Ventilation and Noise Mitigation Report**

Application no	PA/04180/20
Location	GO plc, Triq Fra Diegu c/w, il-Moll Tal-Hatab, Marsa
Proposal	To sanction amendments and extension at third floor from PA/2896/08 on the left hand side of the building including construction/extension of the Class 4A offices at first and second floor as well as relocation of signs.

This report is based on the attached drawings:

- 18150A001-7 - Semi Basement
  - Level 0
  - Level 1
  - Level 2
  - Level 3
  - Roof
- 18150A001-8 - Section
  - Section

#### **Fire Safety**

This report is intended for “Life Safety” and is based on the recommendations of BS9999.

The office extensions comprise a 48.8m<sup>2</sup> extension to the open plan offices in Levels 1 and 2, and an extension to the open roof terrace in Level 3.

The extensions are located adjacent to emergency escape stairs leading directly to the outside area at road level. The maximum number of additional persons in these areas shall be 9 in each floor – this increase will not have any adverse effect on the existing staircase width.

The new extensions shall each be provided with emergency lighting and signage.

The existing fire detection system shall be extended to these new areas.

#### **Lighting**

All areas shall be provided with artificial lighting in accordance with EN12464-1 (Lighting in Workplaces – Indoor Areas). Lighting levels shall be 500 lux in the office extensions.

#### **Ventilation**

The office extensions shall be provided with forced ventilation of 8L/s per person in accordance with ASHRAE 62.1-2004 (Ventilation for Acceptable Indoor Air Quality). This shall be achieved by extending the existing mechanical ventilation systems.



Regarding the canteen, the cooking area shall be provided with an exhaust hood complete with grease filters and having a flow rate of 3.5L/s – m<sup>2</sup> in accordance with ASHRAE 62.1-2004.

The kitchen exhaust shall be in accordance with "Policy and Design Guidance 2015 Policy 53".

#### Noise

The office extension shall not generate any additional noise since it will utilise the existing services.

The exhaust for the canteen shall incorporate a sound attenuator to ensure that breakout noise levels shall not exceed 45 dBA at the adjacent properties.

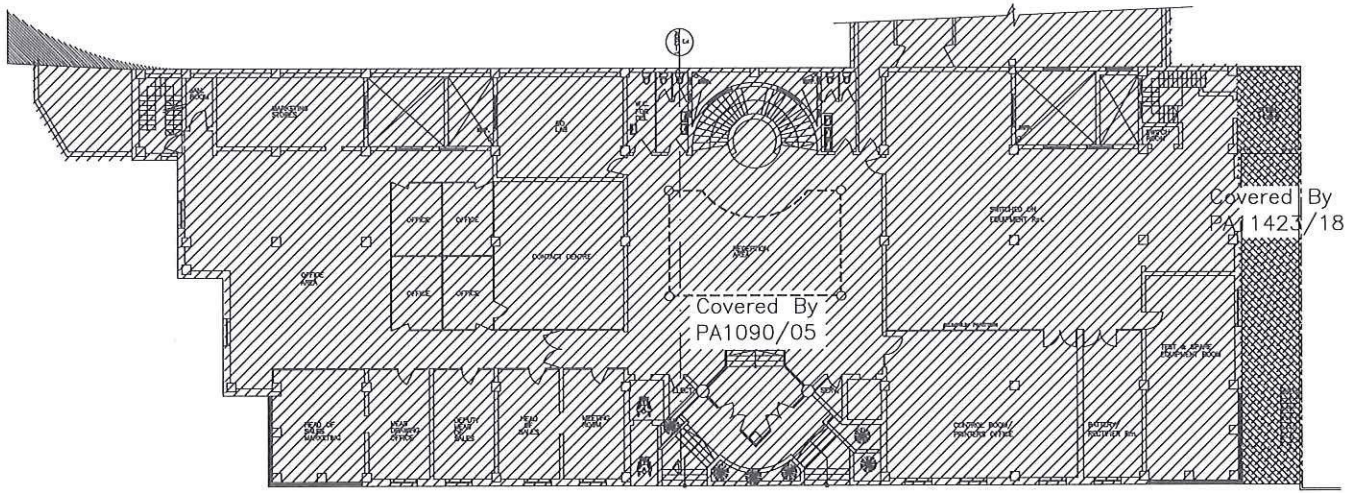


**Ing Oliver Aquilina**  
BSc(Eng) MASME  
**SENIOR CONSULTANT**  
Warrant No: 13

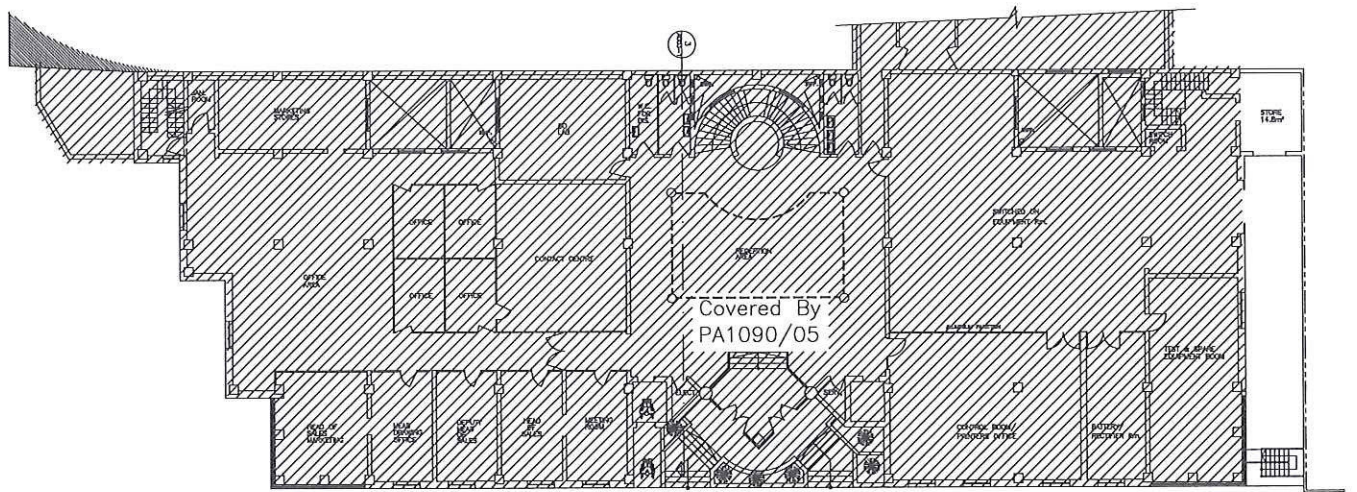




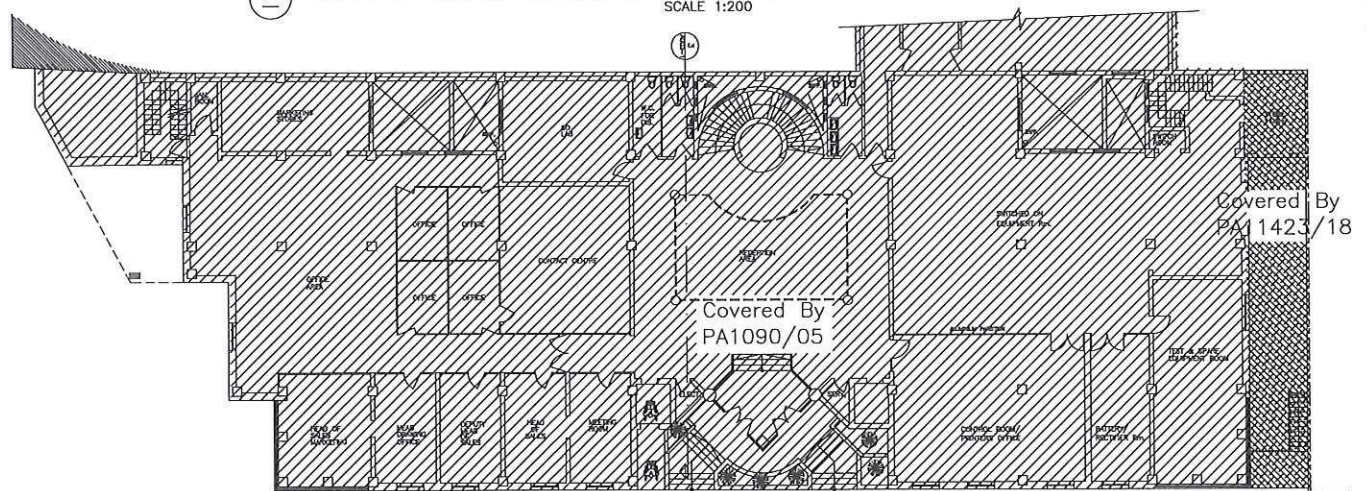




1 APPROVED GROUND FLOOR PLAN LEVEL 0  
 SCALE 1:200



2 EXISTING GROUND FLOOR PLAN LEVEL 0  
 SCALE 1:200



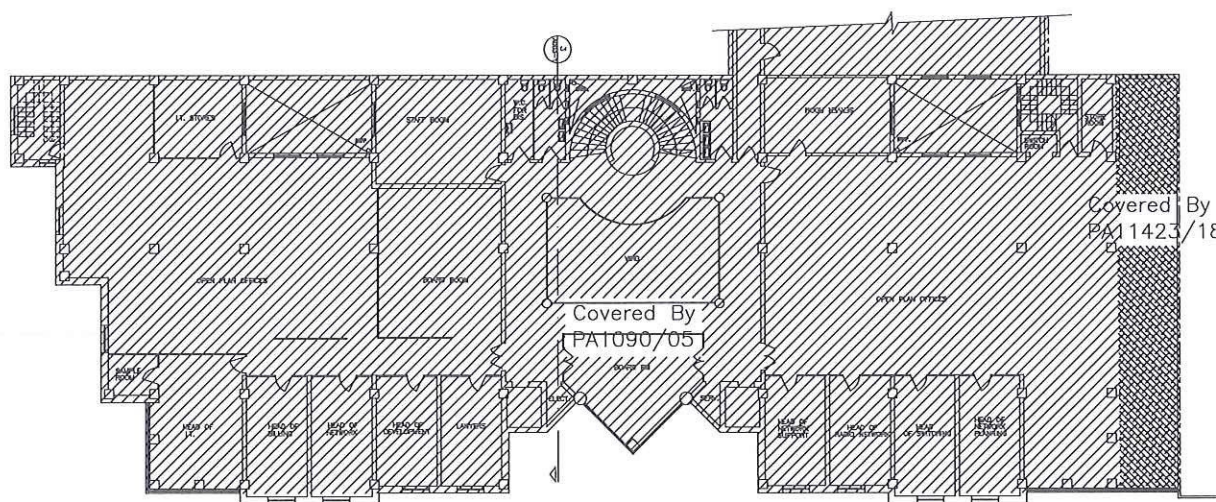
3 PROPOSED GROUND FLOOR PLAN LEVEL 0  
 SCALE 1:200

Ing. OLIVERA  
 BSc(Eng) MASME  
 MECHANICAL ENGINEER  
 (MALTA WARRANT NO. 13)

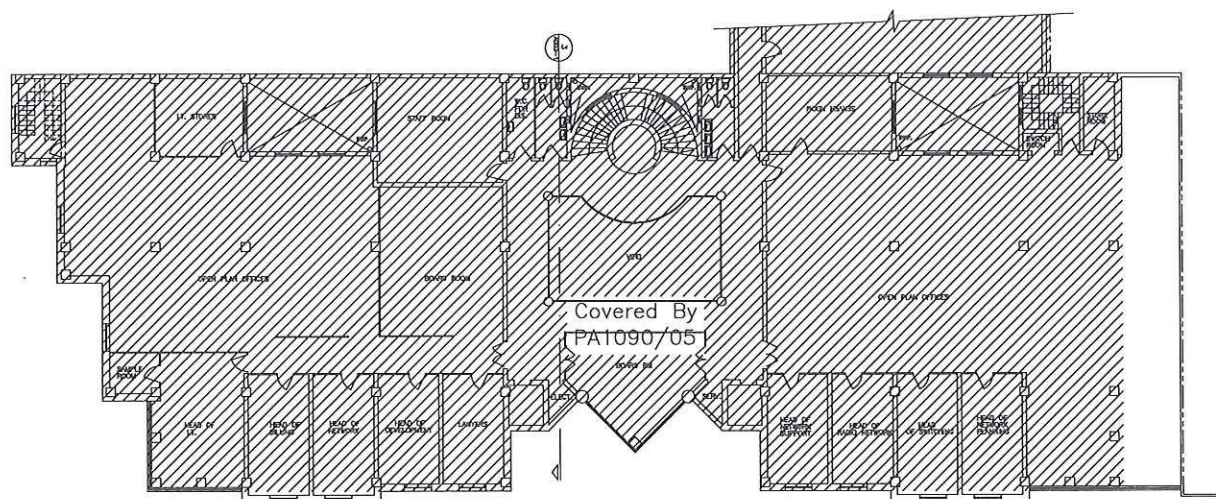


CHRIS CACHIA ARCHITECTS		job title To provide architectural and structural services as per the scope of work defined in the contract and to provide the necessary design and drawings for the construction of the building.	
70A, FLORA DE L'ISLE, BARRIERS, BIRGJON, MALTA. TEL: 21450050 FAX: 21450058		job no. 18150	drawing no. 18150A001-7
job architect CHRIS CACHIA		scale AS SHOWN	date MAR 19
		drawn R.C.	check C.C.

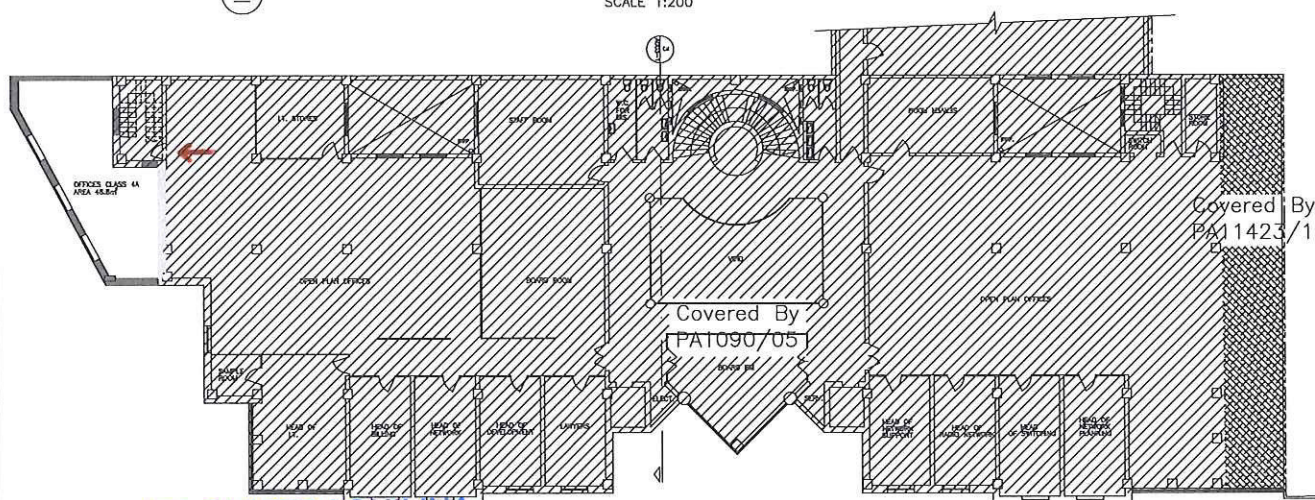




1 APPROVED FIRST FLOOR PLAN LEVEL 1  
 SCALE 1:200



2 EXISTING FIRST FLOOR PLAN LEVEL 1  
 SCALE 1:200



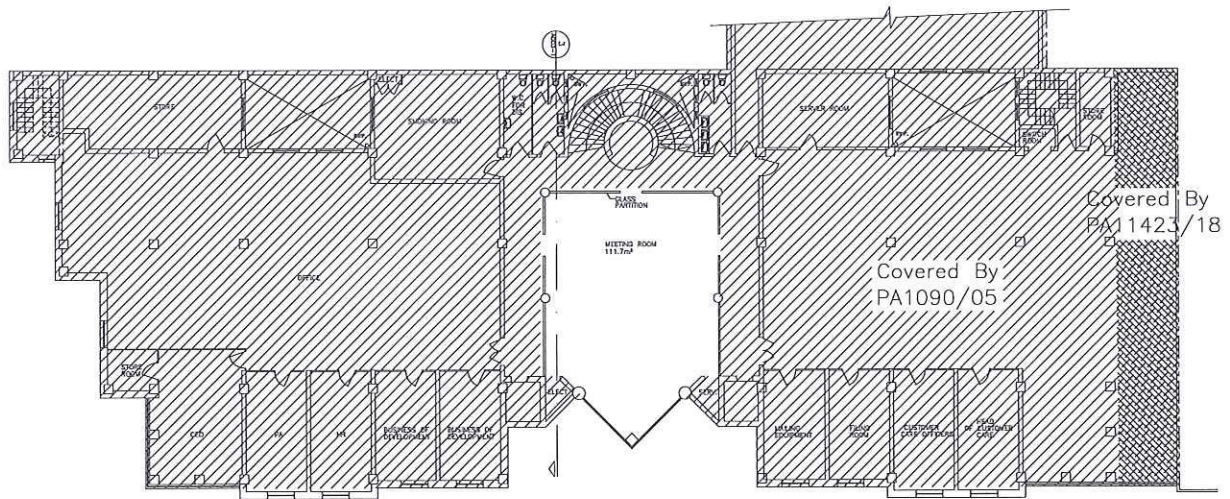
Ing. OLIVER AQUILINA  
 BS(Eng) MASME

3 PROPOSED FIRST FLOOR PLAN LEVEL 1  
 MECHANICAL ENGINEER  
 (MALTA WARRANT NO. 13)

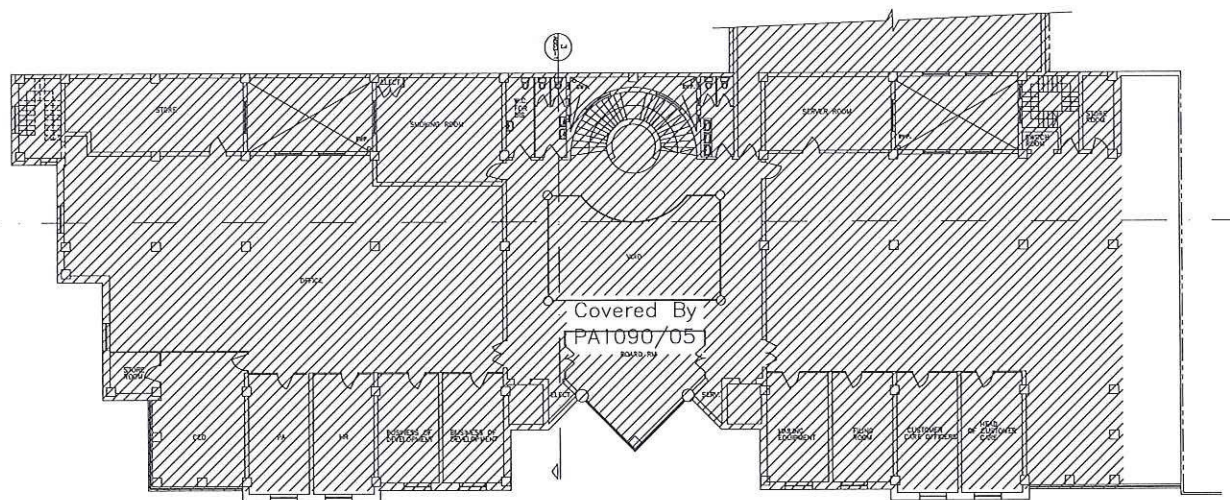
0 2 4 6 8 10  
 SCALE 1:200

CHRIS CACHIA ARCHITECTS		job title Residential architectural and structural services at 18150 Road from PA/04180/20 on the right hand side of the building including construction of common. Proposed area includes the construction of the building structure at the end of the road as well as the construction of the building.	
79A, FLUOR DE LYS ROAD, BIRGJONIA, BIRGJONIA, MALTA, TEL: 21455555 FAX: 21455555		job no. 18150	drawing no. 18150A001-7
job architect CHRIS CACHIA		scale AS SHOWN	date MAR 19
		drawn R.C.	check C.C.

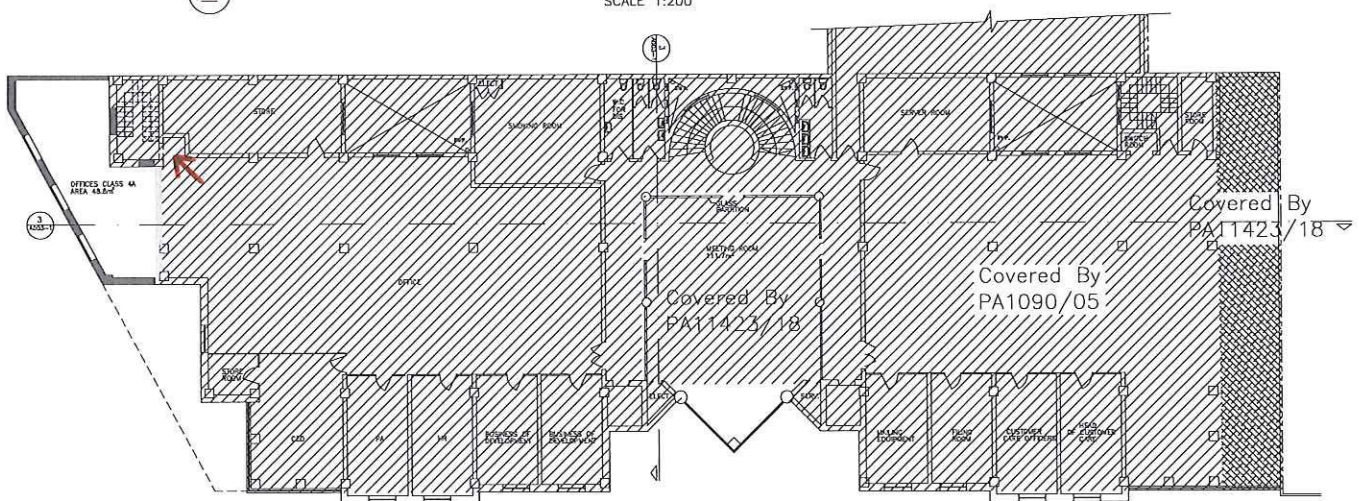




1 APPROVED SECOND FLOOR PLAN LEVEL 2  
 SCALE 1:200

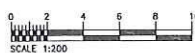


2 EXISTING SECOND FLOOR PLAN LEVEL 2  
 SCALE 1:200



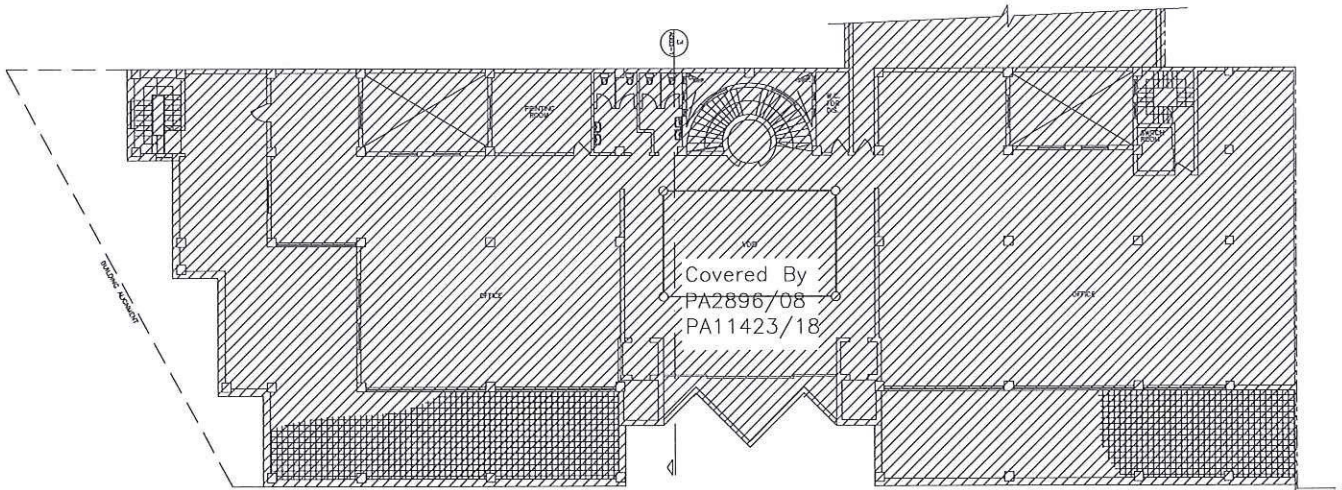
3 PROPOSED SECOND FLOOR PLAN LEVEL 2  
 SCALE 1:200

MECHANICAL ENGINEER  
 MALTA WARRANT NO 13

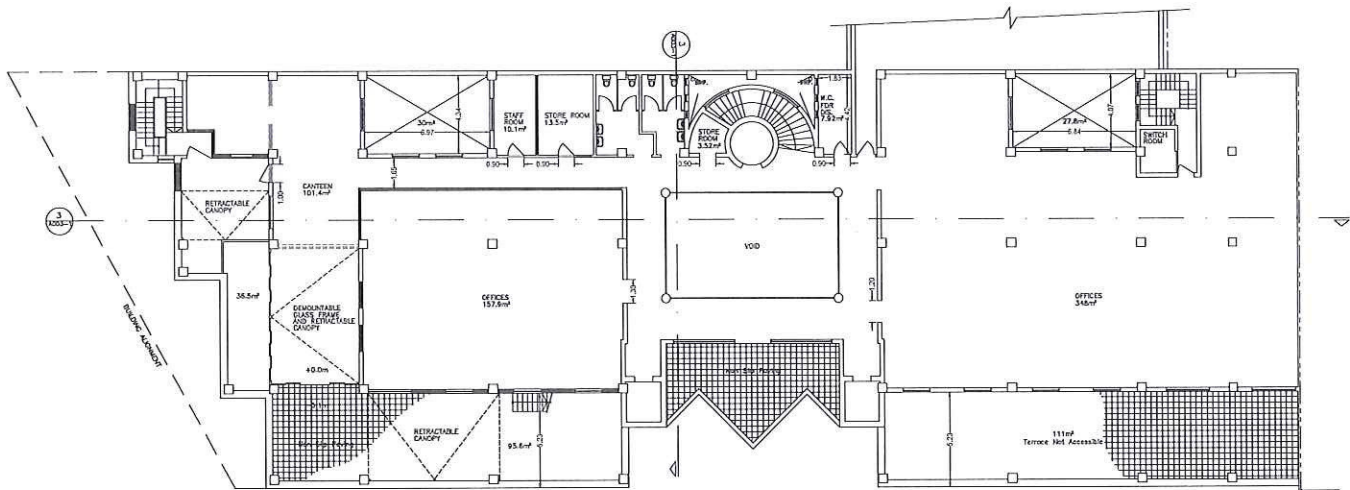


<b>CHRIS CACHIA</b> ARCHITECTS		Job title The various amendments and additions of floor plan PA0201018 on the left hand side of the building including construction of common. Proposed also includes the construction of the new lift shaft and the new lift shaft.	
Job no. 18150		drawing no. 18150A001-7	
Job architect CHRIS CACHIA		suffix R.C.	check C.C.
scale AS SHOWN		date MAR 19	scale AS SHOWN

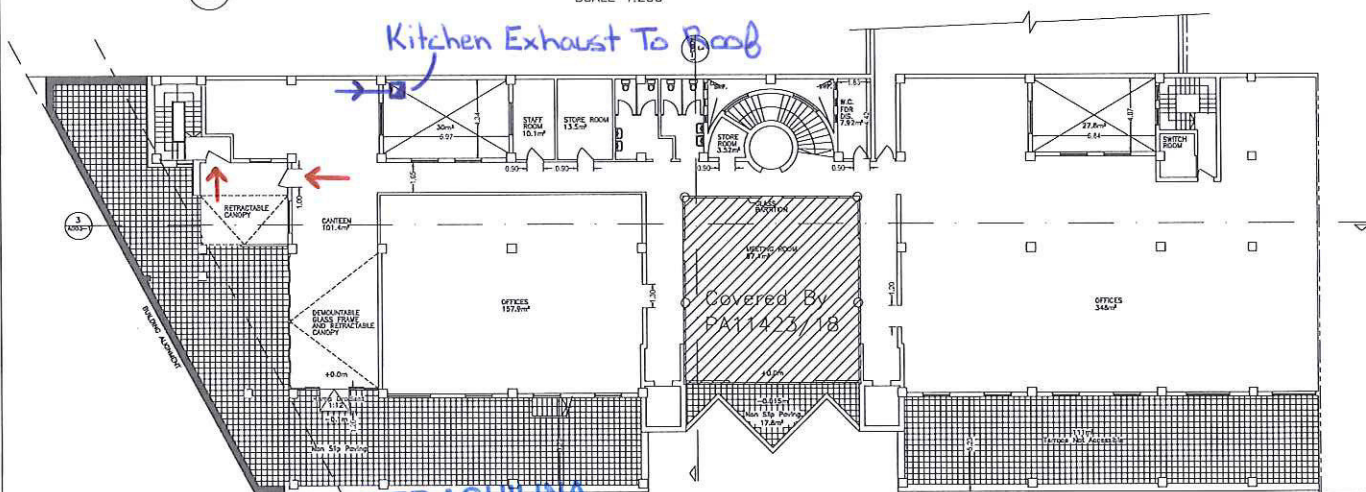




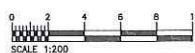
1 APPROVED THIRD FLOOR PLAN LEVEL 3  
 SCALE 1:200



2 EXISTING THIRD FLOOR PLAN LEVEL 3  
 SCALE 1:200

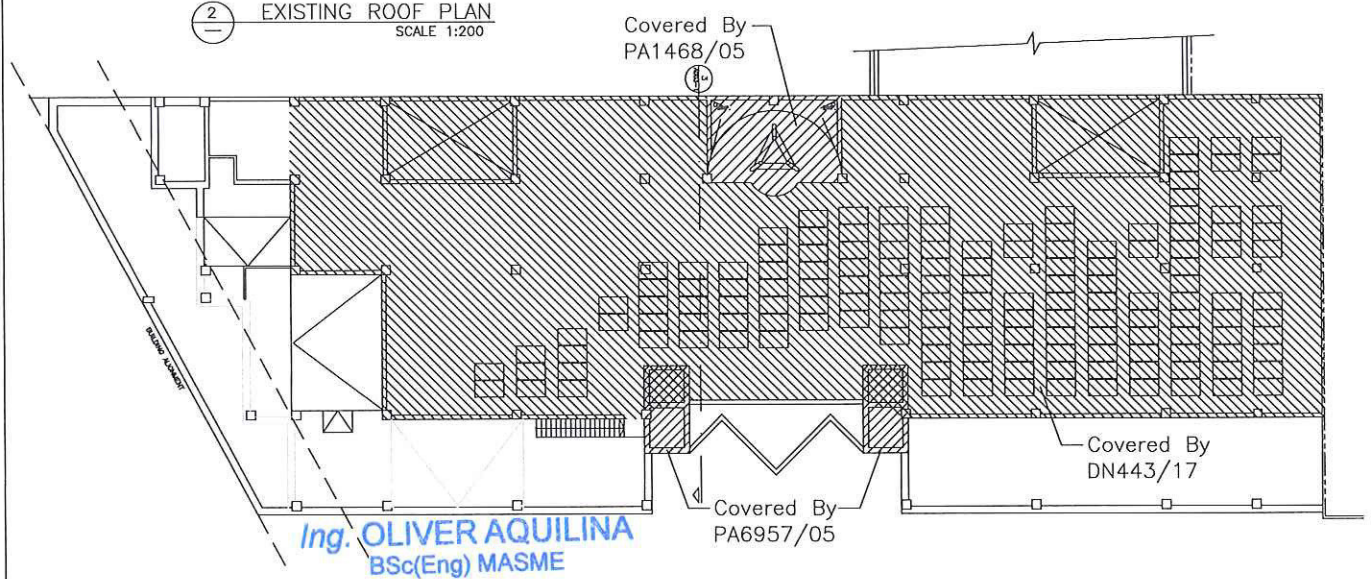
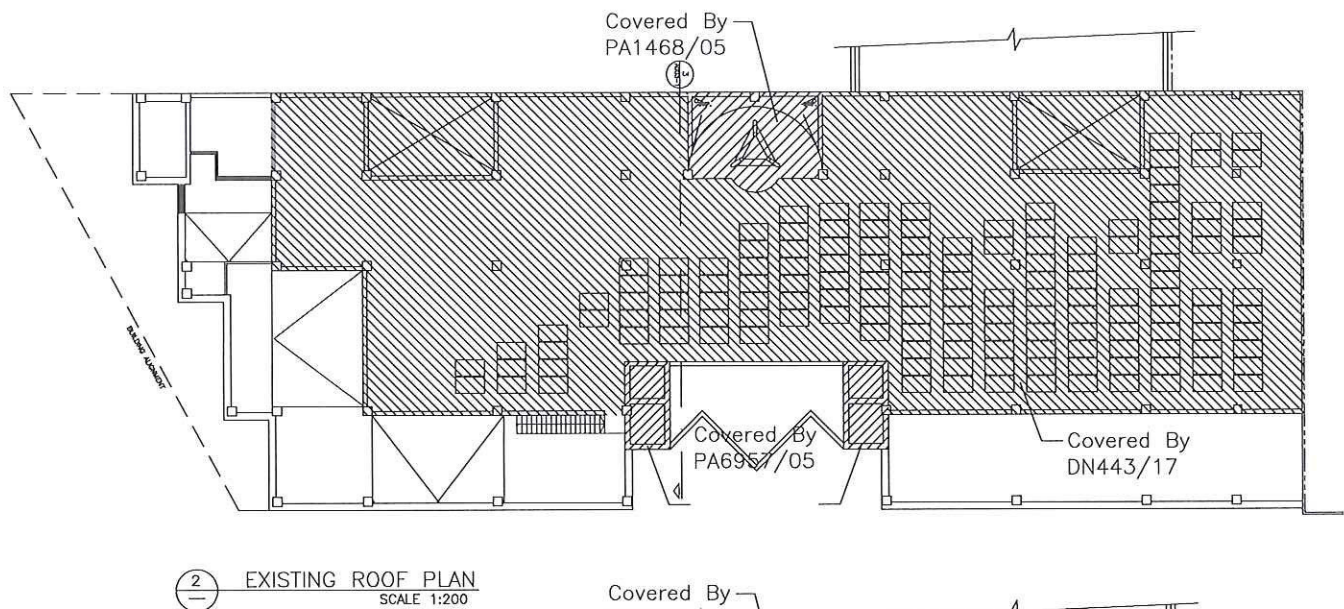
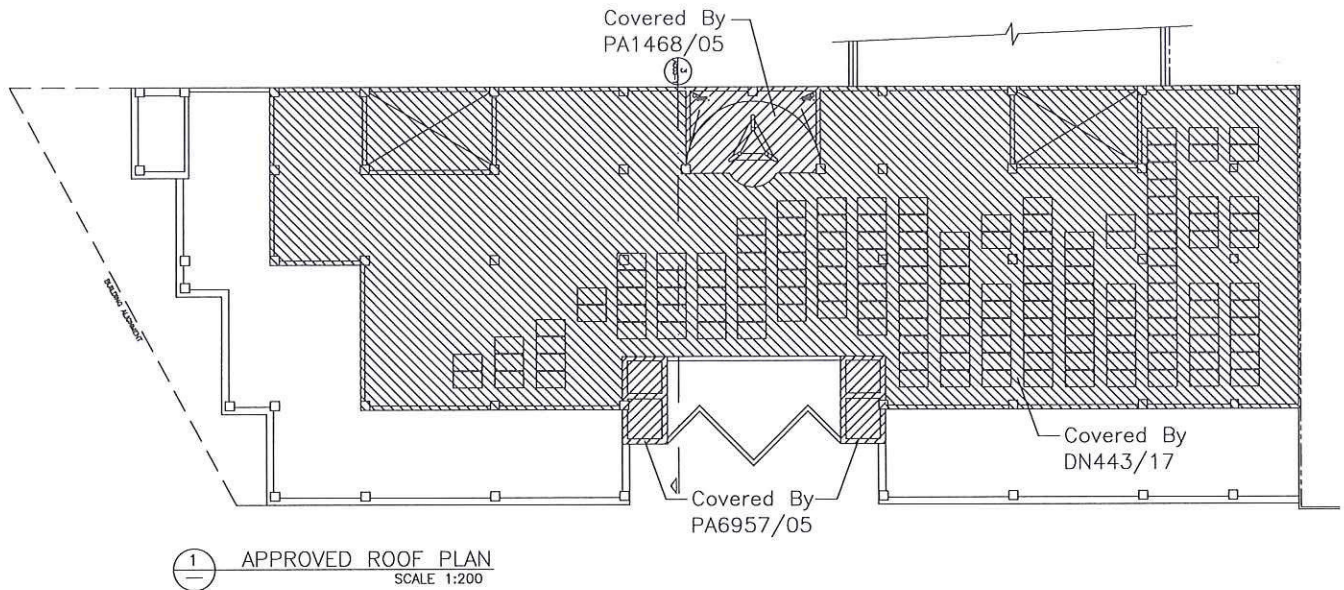


3 PROPOSED THIRD FLOOR PLAN LEVEL 3  
 SCALE 1:200  
 (MALTA WARRANT NO. 13)

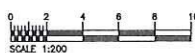


<b>CHRIS CACHIA</b> ARCHITECTS		job title The architect's drawings and other work as first floor from PA2896/08 on the full front side of the building, including construction of car park. Proposal also includes the construction of the new 4th floor at first floor of floor 4 as well as relocation of signs.	
72B, FLEUR DE LYS ROAD, BAYVIEW, BIRGJONA, BIRGJONA, MALTA. TEL: 21455555 FAX: 21455555		job no. 18150	drawing no. 18150A001-7
job architect CHRIS CACHIA		scale AS SHOWN	date MAR 19
		drawn R.C.	check C.C.





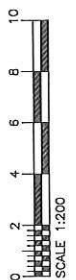
Ing. OLIVER AQUILINA  
 BSc(Eng) MASME  
 MECHANICAL ENGINEER  
 (MALTA WARRANT NO. 13)



<b>CHRIS CACHIA</b> ARCHITECTS		Job title <small>For general information and reference only. It is not a contract. The client is responsible for the accuracy of the information provided. The architect is not responsible for the accuracy of the information provided.</small>	
Job architect CHRIS CACHIA		Job no. 18150	drawing no. 18150A001-7
scale AS SHOWN	date MAR 19	drawn R.C.	check C.C.



MECHANICAL ENGINEER  
(MALTA WARRANT NO. 13)



CHRIS CACHIA ARCHITECTS		7105, FLEUR DE LYS ROAD, BIRMINGHAM, BIR 92, WALYA TEL: 215-455050 FAX: 215-454505	
job architect		CHRIS CACHIA	
job title		<p>design, conceptualization and extension of third floor from 1900000000 on the last          hand side of the building, including construction of entrance. Proposal also includes          the construction / extension of the third floor on the first and second floor as well as          renovation of stairs</p>	
job no.	18150	drawing no.	18150A001-8
scale	AS SHOWN	date	OCT 18
		drawn	check
		suffix	R.C.





MCB Property Company Ltd. Attn: Mr Deepak P Padmanabhan

Date: 3 June 2020  
Our Ref: PA/02328/20

Application Number: PA/02328/20  
Application Type: Renewal of development permission  
Date Received: 10 March 2020  
Approved Documents: PA 2895/08/44A/44B; and  
PA 2895/08/29 - Accessibility Audit Report (all already sent)

Location: No 12/13, il-Moll tal-Hatab, Marsa  
Proposal: Renewal to PA 1739/15 - To construct penthouse (offices)

### **Development Planning Act, 2016 Full Development Permission**

The Planning Authority hereby renews permission to carry out the development described above, and in development permit application number P/01739/2015, in accordance with the approved documents. This permission is subject to the following conditions:

- 1
  - a) This development permission is valid for a period of FIVE YEARS from the date of publication of the decision in the press but will cease to be valid if the development is not completed by the end of this validity period.
  - b) This permission relates only to the development as specifically indicated on the approved drawings. This permission does not sanction any other illegal development that may exist on the site.
  - c) Copies of all approved drawings and documents shall be available for inspection on site by MEPA staff at all reasonable times. All works shall be carried out strictly in accordance with the approved drawings, documents and conditions of this permission. Where a matter is not specified, then the conditions of this permission and of Development Control Policy and Design Guidance shall take precedence and shall modify the drawings and documents accordingly.
  - d) Where applicable, all building works shall be erected in accordance with the official alignment and official/existing finished road levels as set out on site by MEPA's Land Surveyor. The Setting Out Request Notice must be submitted to the Land Survey Unit of MEPA when the setting out of the alignment and levels is required.
  - e) Where an officially schemed street, within the development zone, bordering the site is unopened or unformed, it shall be opened up and brought up to its proper, approved and official formation levels prior to the commencement of any development hereby being permitted.



f) Before any part of the development hereby permitted commences, the enclosed green copy of this development permission shall be displayed on the site. This must be mounted on a notice board, suitably protected from the weather and located not more than 2 metres above ground level at a point on the site boundary where it is clearly visible and can be easily read from the street. The copy of the permission must be maintained in a good condition and it shall remain displayed on the site until the works are complete.

γ) A Commencement Notice is to be submitted to the Planning Authority, by the perit on behalf of the applicant, at least FIVE DAYS prior to the date of commencement of works or utilisation of the permission. Failure to submit the Commencement Notice (with all fields correctly completed) or to submit it within the required timeframe shall invalidate the Notice and shall result in the imposition of fines according to Schedule D of Legal Notice 277 of 2012, or its amendments, or its replacements. In addition, **if the applicant fails to submit the Commencement Notice or the Commencement Notice submitted is invalid, the relative permission shall be considered as never having been utilised** - Article 72(4) of the Development Planning Act (2016).

h) Where applicable, the development hereby permitted shall be carried out in accordance with the provisions of the Environmental Management Construction Site Regulations, Legal Notice 295 of 2007 (or subsequent amendments). Any hoarding shall be erected in accordance with Schedule 2 of the same Regulations.

i) The height of the development shall not exceed the permitted number of floors and the height in metres as indicated on the approved drawings.

j) Air conditioning units shall not be located on the facades of the building which are visible from a public space/street.

k) There shall be no service pipes, cables or wires visible on the front elevation or on any other elevations of the building which are visible from the street or public space.

2 a) The facades of the building shall be constructed in local unrendered and unpainted stone, except where other materials, finishes and colours are indicated on the approved drawings.

b) All external apertures shall not be in gold, silver or bronze aluminium.

c) The penthouse level shall be set back by at least 4.25 metres from the front facade and by 1.5 metres from the back of the building. The external height of the penthouse shall not exceed 3.4 metres above roof level. No structures (other than those shown on the approved drawings) shall be constructed on the roof of the building.

d) All services located on the roof of the building shall be clustered together and surrounded by a 1.5 metres high non-solid screen. The services shall not exceed the height of this screen, which shall be set back 2 metres from the front and back edges of the roof of the underlying structures.

3 a) The approved premises shall be used as indicated on the approved drawings or as limited by any condition of this permission. If a change of use is permitted through the Development Planning (Use Classes) Order, 2014 (or its subsequent amendments), and it is not restricted by a condition of this permission, approval from the National Commission

for Persons with Disability may still be required. Reference needs to be made to MEPA Circular 3/10 (with the exception of Appendix A), MEPA Circular 2/14 and their subsequent amendments.

b) No activity is to take place outside the premises, unless clearly indicated on the approved drawings, and no crates or other items are to be stored outside. The placing/installation of any structures or facilities in front of the premises, unless indicated on the approved drawings, must be the subject of a separate clearance/permission from MEPA.

- 4 The development hereby permitted shall be subject to Final Compliance (Completion) Certification, verifying that the development has been carried out in full accordance with the approved drawings, documents and conditions imposed in this development permission. Prior to the issuing of the Final Compliance Certificate for this development, the applicant shall submit to MEPA clearance from the National Commission for Persons with Disability verifying that the development fully satisfies the accessibility standards and/or any conditions imposed by the Commission in its Accessibility Audit report PA 2895/08/29.

*Should a partial compliance certificate be requested, a Bank Guarantee of EUR 25,000 shall be imposed to ensure that clearance is obtained from the National Commission Persons with Disability.*

- 5 To make up for the shortfall in parking provision of 12 parking spaces, this development permission is subject to a contribution amounting to the sum of €13,976.24 (already paid) in favour of MEPA's Urban Improvements Fund for the locality within which the site is located. The funds raised shall be used to fund traffic management, green transport, urban improvements or similar projects, as prescribed by Policy 4.18 of "Development Control: Policy and Design Guidance, 2007". The contribution shall not be refundable and the funds shall be utilised as required and directed by MEPA.

In terms of Article 72(3) of the Development Planning Act, 2016, the execution and validity of this permission is automatically temporarily **suspended** and no works as approved by the said development permission may commence before the lapse of the time period established in Article 13 of the Environment and Planning Review Tribunal Act and subsequently will remain so suspended if the Tribunal so decides in accordance with the Environment and Planning Review Tribunal Act.

Where the approved drawings and/or documents are dimensioned, then the declared dimensions shall prevail over the actual size as depicted on the approved drawings and/or documents.

Developers are advised to check the invert level to the sewer main with the Water Services Corporation as they would have to make their own arrangements where a gravity service connection is not possible. In these cases, the architect has to indicate the solutions envisaged and to indicate on the plan what needs to be carried out and obtain approval from WSC. Developers are further reminded that connection of storm water into main sewers is not allowed.

If the declaration of ownership, as contained in the application form, is determined as incorrect by a Court of Law, then the said Court of Law can declare this development permission as null and void. This development permission does not remove or replace the need to obtain the consent of the land/building owner to this development before it is carried out. Furthermore, it does not imply that consent will necessarily be forthcoming nor does it bind the land/building owner to agree to this development. Where the land/building is owned or administered by the Government of Malta a



specific clearance and agreement must be obtained for this development from the Land and/or Estate Management Departments.

This development permission is granted saving third party rights. This permission does not exonerate the applicant from obtaining any other necessary permission, license, clearance or approval required from any Government department, local council, agency or authority, as required by any law or regulation.

This development permit does not authorise any storage of substances listed in Occupational Health and Safety Authority Act (Cap. 424) - Control of Major Accident Hazards Regulations, 2003, as amended, in quantities that would render this site an establishment within scope of these regulations. The storage and handling of said substances may require a new or amended development permission in line with current policies and regulations.

For any non-residential uses hereby being approved, prior to commencement of any works on site or any eventual permitted change of use, the applicant shall be required to contact the Environment and Resources Authority to obtain any necessary operational permit or registration. This requirement does not apply to Class 2B, 2C, 4A and 4B uses as listed in the Development Planning (Use Classes) Order 2014, or its subsequent amendments.

**This decision is being published on 17 June 2020.**

Lorna Vella  
Secretary Planning Commission  
Within Development Scheme

## Notes to Applicant and Perit

### Right for reconsideration

Where applicable, you have a right to submit a request for reconsideration to the Authority in terms of regulation 14 of Legal Notice 162 of 2016.

### Right for appeal

You have a right to submit an appeal, against the decision, to the Environment and Planning Review Tribunal in terms of Article 13 of the Environment and Planning Review Tribunal Act, 2016.

### Time limits

Requests for reconsideration or appeals must be made within 30 days from the publication of the decision notification in the local press as required by regulation 14(1) of Legal Notice 162 of 2016.

### Fees to submit a request for reconsideration or appeal

In either case, there is a fee to be paid which should accompany the request for reconsideration or the appeal. The fees are as follows:

For reconsideration - 3% of the Development Permit Fee paid in respect of the original application, subject to a minimum of €69.88.

For appeal - 5% of DPF (Development Permit Fee) paid in respect of the original application, subject to a minimum of €150 + €50 administrative fee (LN 112 of 2016).

### Submission of request for reconsideration or appeal

With regards to requests for reconsideration, Form PA 4/16 must be used for submission. All fields of the Form must be filled in as appropriate. Requests for reconsideration can only be submitted electronically.

With regards to appeals, as required by Article 13 of the Environment and Planning Review Tribunal Act, 2016, the submission must include the detailed grounds for appeal and the requests being made by the appellant. Appeals must be submitted physically at the offices of the Environment and Planning Review Tribunal, St. Francis Ditch, Floriana.



# Important Notice

**In view of the provisions of Article 72(4) of the Development Planning Act (2016), a Commencement Notice is to be submitted to the Planning Authority, by the perit on behalf of the applicant, at least FIVE DAYS prior to the date of commencement of works or utilisation of the permission. Failure to submit the Commencement Notice (with all fields correctly completed) or failure to submit it within the required timeframe shall invalidate the Notice and shall result in the imposition of fines according to Schedule D of Legal Notice 277 of 2012, or its amendments, or its replacements. In addition, if the applicant fails to submit the Commencement Notice or the Commencement Notice submitted is invalid, the relative permission shall be considered as never having been utilised.**

-PADCN-



No.106.

This the twenty fifth day of  
November of the year two  
thousand and eleven.

Sale  
(Intra Group  
Transfer)

Before me Doctor of Laws Pierre Attard, a Notary Public,  
duly admitted and sworn, have personally appeared and  
identified themselves in accordance to law by means of the  
hereunder mentioned official documents:

Enrolled in the  
Public Registry  
on the:

Of the first part:

David Kay, chief executive officer, son of George Kay and of  
Kathleen nee Lawlor, born in Oldham, United Kingdom and  
residing at Oldham, United Kingdom, holder of Maltese  
identity card number 0040003A, who appears on this deed in  
the name and on behalf of "Mobisle Communications  
Limited" a limited liability company registered in Malta with  
registration number letter C two four six five five (C24655)  
and registered office at GO, Fra Diegu Street, Marsa, (which  
company is hereinafter referred to as the "**Vendor**"), as duly  
authorised by virtue of a resolution of the Board of Directors  
of the company hereto annexed as a document marked with  
the letter "A" and by virtue of an Extraordinary Resolution  
signed by all the members of the company hereto annexed as  
a document marked with the letter "B".

\_\_\_\_\_  
I.  
2011  
(Special Privilege -  
Payment of Price)

Of the second part:

Edmond Brincat, chief finance officer, son of the late Carmel  
Brincat and Grace nee Axiaq, born in Pieta' and residing at  
Attard, holder of Maltese identity card number 450767M, who  
appears on this deed in the name and on behalf of "MCB  
Property Company Limited" a limited liability company  
registered in Malta with registration number letter C five one  
four nine three (C51493) and registered office at GO, Fra  
Diegu Street, Marsa (which company is hereinafter referred to  
as the "**Purchaser**"), as duly authorised by virtue of a



resolution of the Board of Directors of the company hereto annexed as a document marked with the letter "C".

1. By virtue of this deed the Vendor sells and transfers to the Purchaser, which accepts, purchases and acquires, the building known as the "GO Mobile Head Office" at Marsa, which building has unnumbered entrances in Triq Fra Diegu, Marsa and secondary entrances numbered twelve (12) and thirteen (13) in Il-Moll Ta' l-Injam also known as Timber Wharf and in some official plans referred to as Il-Moll Tal-Hatab, Marsa, bounded on the West by Triq Fra Diegu, on the North West by Il-Moll Ta' l-Injam also known as Timber Wharf and on the East in part by Il-Moll Ta' l-Injam also known as Timber Wharf and in some official plans referred to as Il-Moll Tal-Hatab and in part by property of unknown persons, with all its rights and appurtenances including its overlying airspace and its underlying terrain, and save for the hereunder mentioned annual and perpetual ground-rent and sub-ground-rent as free and unencumbered; which building comprises: (a) the tenement at Marsa without number known as the "Ex-Nafi Bakery" shown outlined in red on the plan annexed to a deed in the Records of Notary Vincent Miceli of the twenty fourth day of June of the year two thousand and two (24/6/2002) and on the survey sheet indicated as Land Drawing number one hundred and thirty eight stroke ninety nine (138/99) annexed to the above mentioned deed as a document marked with the letter "Y", which tenement is free and unencumbered from any ground-rents and (b) the tenements numbered twelve (12) and thirteen (13) in Timber Wharf, Marsa, as together subject to approximately two hundred and twenty seven euro and ninety one cent (EUR227.91), formerly ninety seven Maltese Liri and eighty four cents (LM97.84), annual and perpetual ground-rent and sub-ground-rent; which tenements have been converted and integrated into one entity; which building is shown outlined and shaded in red on the plan annexed to this deed as a document marked with the letter "D" (hereinafter referred to as the "**Property**"); for the price and under the other terms and conditions set out hereunder.

2.1. For the total price of eleven million three hundred and seven thousand euro (EUR11,307,000) (hereinafter referred to as the "**Price**"), which sum shall be paid by the Purchaser to

the Vendor, which accepts, by not later than ten (10) years from the date of publication of this deed together with interest at the rate of five per cent (5%) per annum due with effect from today until date of effective payment in full and final settlement; provided that if the Purchaser sells or otherwise transfers the Property under any title prior to the above mentioned date, the Price or any outstanding part thereof and all interest due thereon shall become immediately due and payable by the Purchaser to the Vendor on the deed of sale or other transfer of the Property.

2.2 In warranty of the payment of the Price and any interest due thereon, the Vendor reserves in its favour the special privilege accorded to it by law on the Property.

3.1 The Property is being sold *tale quale*, in its present state and condition.

3.2 Save for the above mentioned annual and perpetual ground-rent, the Property is being sold as free and unencumbered and as free from any other ground-rents, burdens, servitudes, hypothecs, privileges, charges, cautions, any rights, both real and personal, in favour of third parties, expropriation, requisition, enforcement orders and litigation.

4.1 The Vendor warrants the good title, peaceful possession and real enjoyment of the Property in accordance with law in favour of the Purchaser which accepts.

4.2 The Purchaser declares that since this sale is being made by one company to another company which form part of the same group and in order to avoid additional expenses, it has not requested from the Vendor the general hypothec on its property customarily granted by a Vendor to a Purchaser on a deed of sale of immovable property.

5. The Vendor also warrants and guarantees in favour of the Purchaser, which accepts:

i. that the Property is free from any hypothecs, privileges, charges or cautions and from debts, whether registered or otherwise, and that any architect fees, building permit fees, road and drainage contributions and

contributions for the other services and utilities in the Property, and any fees and expenses due to contractors and suppliers for the construction and completion of the Property are paid and fully settled;

ii. that the Property is constructed and completed in accordance with law and in accordance with issued permits and plans approved by the competent authorities and in conformity with all laws and regulations applicable to buildings in general including sanitary matters;

iii. that there are no proceedings pending or threatened, known or which should be known to the Vendor, in connection with and/or relating to the Property and that there are no circumstances, known or which should be known to the Vendor, which are likely to give rise to any litigation or arbitration.

6. Any pending bills and/or contributions relating to any services or utilities provided within the Property, including without limitation all water, electricity and telephone service bills including rentals thereof, up to today shall be duly paid and settled by the Vendor. The Vendor promises and undertakes to sign all such documents and perform all such acts as may be reasonably required by the Purchaser such that each of the said services and utilities may be registered in the name of the Purchaser, or any person nominated by the Purchaser.

7. All fees and expenses, including notarial fees, relative to this sale shall be borne by the Vendor.

### **Statutory Declarations**

(A) For the purposes of the Duty on Documents and Transfers Act, Chapter three hundred and sixty four (CAP.364) of the Laws of Malta:

i. I the undersigned Notary do hereby declare that the Vendor acquired the Property by virtue of two deeds of sale both in the records of Notary Tonio Cauchi, one of the twenty first day of December of the year two thousand and four (21/12/2004) from Maltacom p.l.c. and the other of the



eighteenth day of May of the year two thousand and five (18/5/2005) from Enemalta Corporation, from which deeds results the more remote root of title.

ii. As results from the Exemption Letter annexed to this deed as a document marked with the letter "E" issued by Ivan Portelli for the Commissioner of the Inland Revenue, bearing reference letters IR(S) number two thousand and eleven stroke one thousand seven hundred and eighty seven (IR(S) 2011/1787) no duty is due by the Purchaser on this deed in terms of article 32(6) of the Duty on Documents and Transfers Act since this deed concerns the transfer of immovable property from one company to another company which are deemed to be the same group of companies within the terms of article forty two (42) of the Duty on Documents and other Transfers Act.

(B) For the purposes of the Income Tax Management Act, Chapter three hundred and seventy two (Cap.372) of the Laws of Malta and the Income Tax Act, Chapter one hundred and twenty three (Cap.123) of the Laws of Malta:

i. The Vendor and the Purchaser declare that for the purposes of sub-article twelve (12) of article five capital A (5A) of the Income Tax Act, they have declared to the undersigned notary all the facts that determine if the transfer is one to which the aforesaid article 5A applies or otherwise and that are relevant for ascertaining the proper amount of tax chargeable or any exemption, and declare that the Price represents the market value of the Property. The Vendor and the Purchaser make this declaration after I the undersigned notary warned them about the importance of the truthfulness of their declaration and of the consequence in the case of false or erroneous declarations.

ii. The Vendor and the Purchaser declare that this deed concerns the transfer of immovable property from one company to another company which qualifies for tax exemption under paragraph letter (f) of sub-article four (4) of Article five letter A (5A) of the Income Tax Act and that they are making this declaration after I the undersigned notary warned them about the importance of the truthfulness of their

declaration and of the consequence in the case of false or erroneous declarations.

iii. On the basis of the declaration made by the parties I the undersigned Notary, declare that no tax is due by the Vendor on this sale.

iv. For the purposes of the Income Tax Act and in accordance with the provisions of sub-rule four (4) of Rule six (6) of the Capital Gains Rules a copy of the notice mentioned in roman number two of sub-article nine of article five (5(9)(ii)) of the Income Tax Act in the form prescribed in Schedule A attached to the Capital Gains Rules shall be attached to this deed by the undersigned notary when the said notice is acknowledged and stamped by the Commissioner of Inland Revenue.

(C) For the purposes of the Immovable Property (Acquisition by Non-Residents) Act Chapter two hundred and forty six (CAP.246) of the Laws of Malta (the Act) the Purchaser has been given permission by the Director, Capital Transfer Duty, of the Office of the Inland Revenue to purchase the Property as results from the permit bearing letters AIP number two zero one one stroke six two (AIP2011/62) annexed to this deed as a document marked with the letter "F", as subject to the terms and conditions mentioned in the aforesaid permit, which terms and conditions the Purchaser declares to have read and is fully cognisant of.

(D) For the purposes of the Land Registry Act Chapter two hundred and ninety six (Cap. 296) of the Laws of Malta, I the undersigned Notary do hereby declare that from searches carried out at the Land Registry, it results that the Property does not fall in a compulsory registration area and that no registrations have been made which affect the Property.

Since the documents annexed to this deed are more than five (5), a List of Documents is being annexed to this deed as a document marked with the letter "X", which document shall be signed by the parties in lieu of the documents themselves as permitted by law.

**Not. Pierre Attard LL.D., Notary Public, Malta.  
15/10, Vincenti Buildings, Strait Street, Valletta VLT1432, Malta.  
Tel. 21224892/21232740; Fax. 21245922.**

This deed has been done, read and published by me the undersigned Notary after having explained the contents thereof to the appearers in accordance to law in Malta at number twenty nine (29), Vincenti Buildings, flat number ten (10), Strait Street, Valletta.

David Kay.  
Edmond Brincat.  
Not. Pierre Attard,  
Notary Public,  
Malta.

**A true copy of the Original deed  
in my Records issued today the  
5<sup>th</sup> December 2011.  
Quod Attestor.**

**Not. Pierre Attard LL.D., Notary Public, Malta.  
15/10, Vincenti Buildings, Strait Street, Valletta VLT1432, Malta.  
Tel. 21224892/21232740 Fax. 21245922**



A

**MOBISLE COMMUNICATIONS LIMITED**  
**Company Registration No C 24655**  
**(the "Company")**

**CERTIFIED TRUE EXTRACT OF EXTRAORDINARY RESOLUTION SIGNED BY ALL THE MEMBERS OF THE COMPANY IN ACCORDANCE WITH THE ARTICLES OF ASSOCIATION OF THE COMPANY**

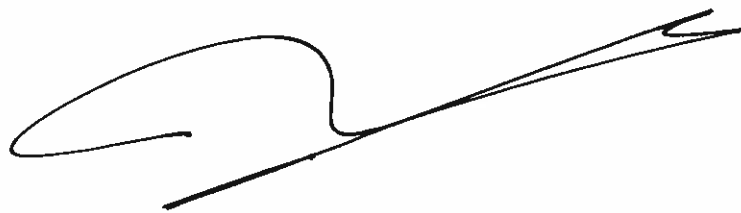
**Quote**

**BACKGROUND**

The Members reviewed the draft notarial deed of sale attached herewith and marked Document "A" (the "**Notarial Deed**") by virtue of which it is proposed that the Company sells and transfers the building known as the "GO Head Office", at Marsa, which building has unnumbered entrances in Triq Fra Diegu, Marsa and secondary entrances numbered twelve (12) and thirteen (13) in Il-Moll ta' l-Injam also known as Timber Wharf, Marsa (the "**Property**") to MCB Property Company Limited ("**MCB**") which desires to purchase and acquire the Property at the price and upon the terms and conditions therein set out.

**IT IS RESOLVED:**


1. That it would be in the best interests of the Company for the Company to sell and transfer the Property to MCB for the price and upon the terms and conditions set out in the Notarial Deed;
2. That the Company sells and transfers the Property to MCB for the price and upon the terms and conditions set out in the Notarial Deed (including the granting of a warranty of the peaceful possession of the Property by means of a general hypothec on all the Company's property present and future);
3. That Mr. David Kay and/or any director of the Company (each an "**Authorised Signatory**" and jointly "**Authorised Signatories**"), acting individually or jointly, be and are hereby authorised to execute the Notarial Deed and any ancillary documents on the Company's behalf and to agree such amendments, variations or modifications to the Notarial Deed as the Authorised Signatory or Authorised Signatories may in his or their absolute discretion think fit;
4. That an Authorised Signatory or the Authorised Signatories, as the case may be, be and are hereby authorised to do all such further acts and things so as to carry into effect the purposes of the resolutions contained herein and/or to give or execute any or all notices, communications or other documents on behalf of the Company in connection with the Notarial Deed or the transaction contemplated thereby; and



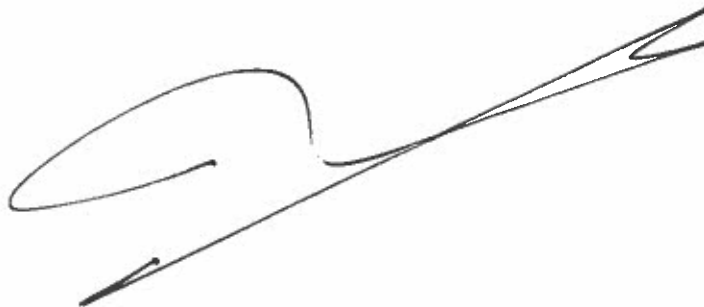
5. That the execution of the Notarial Deed and/or any notice, communication or other document referred to above by an Authorised Signatory or Authorised Signatories shall be conclusive evidence of the due authorisation by the Company of the execution of such Notarial Deed, notice, communication or other document.

***Unquote***

Certified true copy this 25<sup>th</sup> day of November 2011

A handwritten signature in black ink, consisting of a stylized 'F' and 'S' followed by a horizontal line.

**Dr. Francis Galea Salomone LL.D.**  
**Company Secretary**

A large, stylized handwritten signature in black ink, featuring a large loop and a long, sweeping line.

3

**MOBISLE COMMUNICATIONS LIMITED**  
**Company Registration No C 24655**  
**(the "Company")**

**CERTIFIED TRUE EXTRACT OF RESOLUTIONS IN WRITING SIGNED BY ALL THE DIRECTORS ENTITLED TO RECEIVE NOTICE OF AND TO ATTEND AND VOTE AT A MEETING OF THE DIRECTORS OF THE COMPANY**

**Quote**

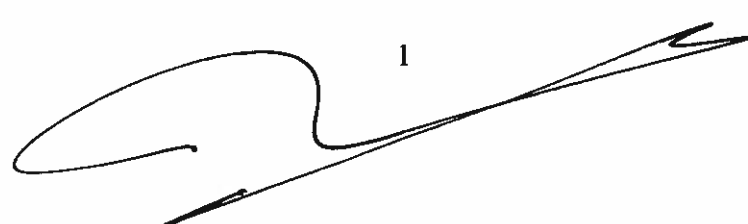
**BACKGROUND**

The Directors reviewed the draft notarial deed of sale attached herewith and marked Document "A" (the "**Notarial Deed**") by virtue of which it is proposed that the Company sells and transfers the building known as the "GO Head Office", at Marsa, which building has unnumbered entrances in Triq Fra Diegu, Marsa and secondary entrances numbered twelve (12) and thirteen (13) in Il-Moll ta' I-Injam also known as Timber Wharf, Marsa (the "**Property**") to MCB Property Company Limited ("**MCB**") which desires to purchase and acquire the Property at the price and upon the terms and conditions therein set out.

**IT IS RESOLVED:**

1. That it would be in the best interests of the Company for the Company to sell and transfer the Property to MCB for the price and upon the terms and conditions set out in the Notarial Deed;
2. That the Company sells and transfers the Property to MCB for the price and upon the terms and conditions set out in the Notarial Deed (including the granting of a warranty of the peaceful possession of the Property by means of a general hypothec on all the Company's property present and future);
3. That Mr. David Kay and/or any director of the Company (each an "**Authorised Signatory**" and jointly "**Authorised Signatories**"), acting individually or jointly, be and are hereby authorised to execute the Notarial Deed and any ancillary documents on the Company's behalf and to agree such amendments, variations or modifications to the Notarial Deed as the Authorised Signatory or Authorised Signatories may in his or their absolute discretion think fit;
4. That an Authorised Signatory or the Authorised Signatories, as the case may be, be and are hereby authorised to do all such further acts and things so as to carry into effect the purposes of the resolutions contained herein and/or to give or execute any or all notices, communications or other documents on behalf of the Company in connection with the Notarial Deed or the transaction contemplated thereby; and

1

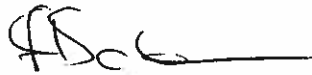




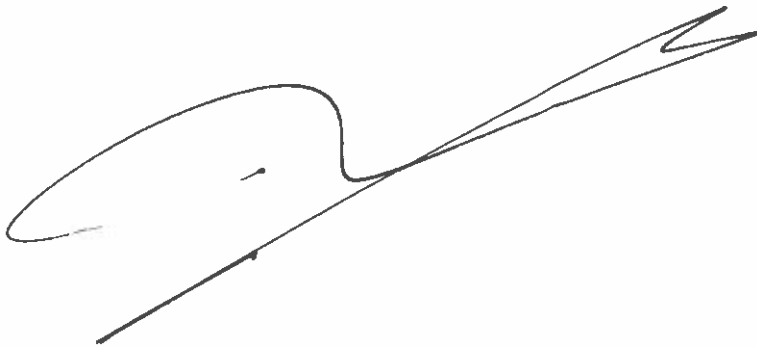
5. That the execution of the Notarial Deed and/or any notice, communication or other document referred to above by an Authorised Signatory or Authorised Signatories shall be conclusive evidence of the due authorisation by the Company of the execution of such Notarial Deed, notice, communication or other document.

***Unquote***

Certified true copy this 25<sup>th</sup> day of November 2011



**Dr. Francis Galea Salomone LL.D.**  
**Company Secretary**



c

**MCB PROPERTY COMPANY LIMITED**  
**Company Registration No C 51493**  
**(the "Company")**

**CERTIFIED TRUE EXTRACT OF RESOLUTIONS IN WRITING SIGNED BY ALL THE DIRECTORS ENTITLED TO RECEIVE NOTICE OF AND TO ATTEND AND VOTE AT A MEETING OF THE DIRECTORS OF THE COMPANY**

**Quote**

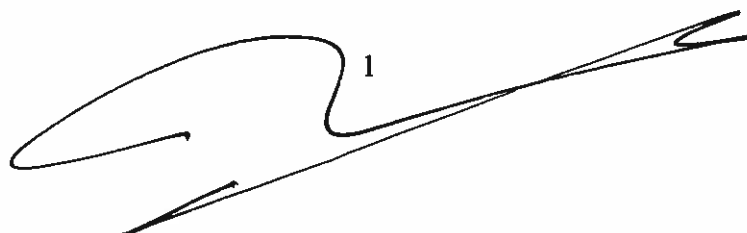
**BACKGROUND**

The Directors reviewed the draft notarial deed of acquisition attached herewith and marked Document "A" (the "**Notarial Deed**") by virtue of which it is proposed that the Company purchases and acquires the building known as the "GO Head Office", at Marsa, which building has unnumbered entrances in Triq Fra Diegu, Marsa and secondary entrances numbered twelve (12) and thirteen (13) in Il-Moll ta' l-Injam also known as Timber Wharf, Marsa (the "**Property**") from Mobisle Communications Limited ("**Mobisle Communications**") which desires to sell and transfer the Property at the price and upon the terms and conditions therein set out.

**IT IS RESOLVED:**

1. That it would be in the best interests of the Company for the Company to purchase and acquire the Property from Mobisle Communications for the price and upon the terms and conditions set out in the Notarial Deed;
2. That the Company purchases and acquires the Property from Mobisle Communications for the price and upon the terms and conditions set out in the Notarial Deed;
3. That Mr. Edmond Brincat and/or any director of the Company (each an "**Authorised Signatory**" and jointly "**Authorised Signatories**"), acting individually or jointly, be and are hereby authorised to execute the Notarial Deed and any ancillary documents on the Company's behalf and to agree such amendments, variations or modifications to the Notarial Deed as the Authorised Signatory or Authorised Signatories may in his or their absolute discretion think fit;
4. That an Authorised Signatory or the Authorised Signatories, as the case may be, be and are hereby authorised to do all such further acts and things so as to carry into effect the purposes of the resolutions contained herein and/or to give or execute any or all notices, communications or other documents on behalf of the Company in connection with the Notarial Deed or the transaction contemplated thereby; and

1



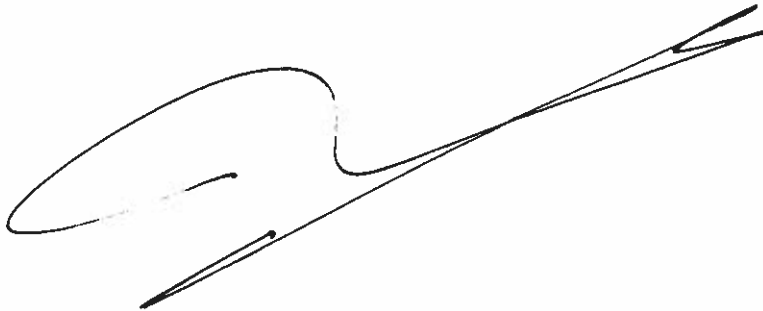
5. That the execution of the Notarial Deed and/or any notice, communication or other document referred to above by an Authorised Signatory or Authorised Signatories shall be conclusive evidence of the due authorisation by the Company of the execution of such Notarial Deed, notice, communication or other document.

***Unquote***

Certified true copy this 25<sup>th</sup> day of November 2011



**Dr. Francis Galea Salomone LL.D.**  
**Company Secretary**





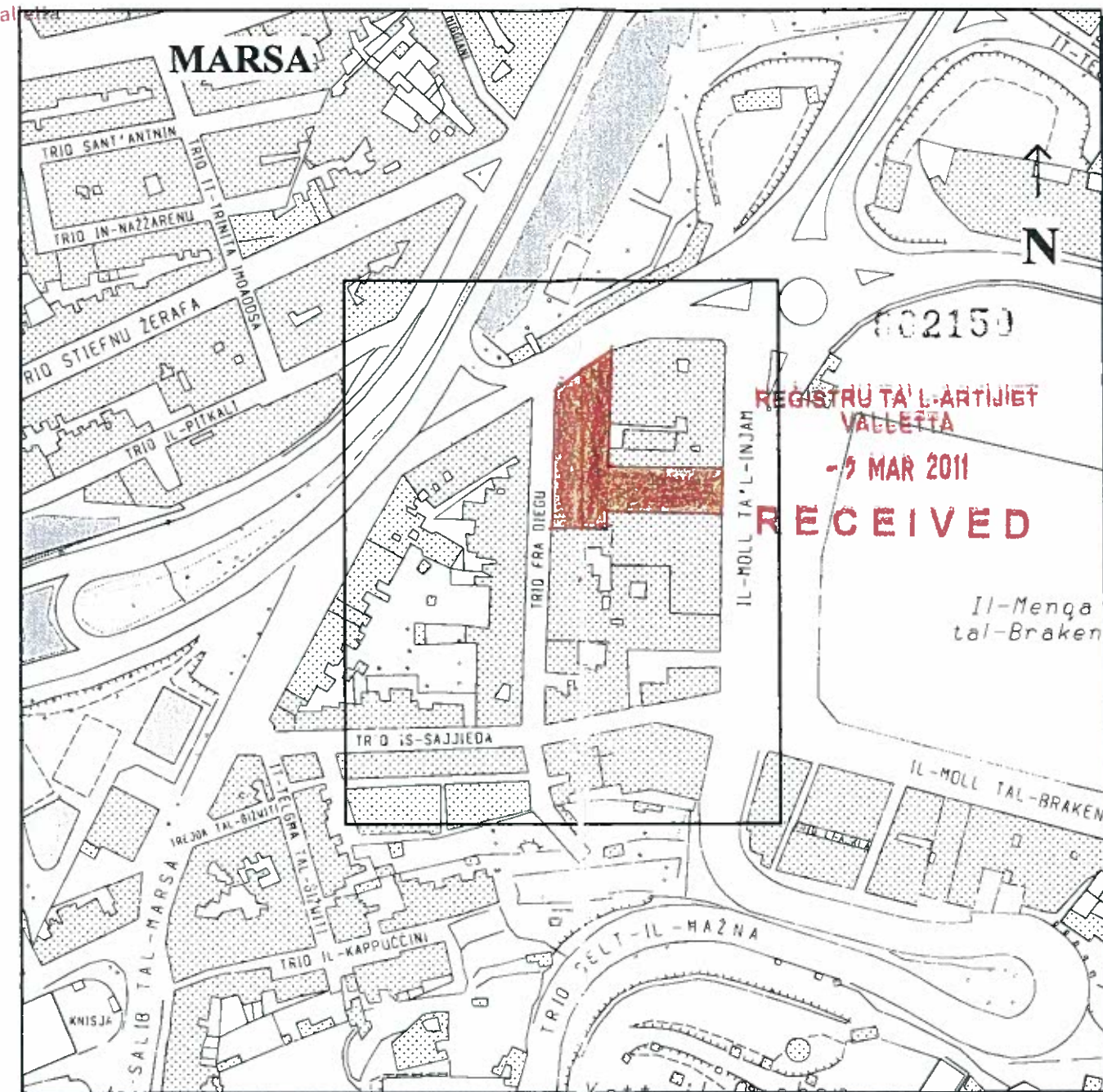


Scale 1:1000 Skala

0 m 20 m 40 m 60 m 80 m 100 m

REĠISTRU TA' L-ARTIJET  
116, Triq il-Punent, Valletta  
MALTA

REĠISTRU TA' L-ARTIJET  
116, Triq il-Punent, Valletta  
MALTA



Gvern Ta' Malta

Pjanta tas-sit 1:2500 Site Plan

Government of Malta

**Regjistru ta' l-Artijiet**

**Land Registry**

Casa Bolino, 116 Triq il-Punent, Valletta

Casa Bolino, 116 West Street, Valletta

Nru tal-Mappa: 168665M  
Map Number:  
Pozizzjoni Ċentrali: x = 54615  
Centre Coordinates: y = 71461

Parti minn SS: 5471  
Extracted from SS:

Data: 11/11/2010  
Date:

Perit: DAVID DRAGO  
Architect: DRAGO ARCHITECTURE PROJECT

Qies (metri kwadri)  
Area (square metres) 2335.10 m<sup>2</sup>

Firma tal-Perit: Architecture Project  
4 Sappers Street  
Valletta VLT 11  
Tel: 21243981 Fax: 21243997

Firma tal-Applikant  
Applicant's signature

Dritt Mhallas  
Fee Paid



UFFICCJU TAT-TAXXI INTERNI  
(Capital Transfer Duty Branch)  
Monti Di Pieta' Buildings  
46, Triq il-Merkanti,  
Il-Belt Valletta  
MALTA



OFFICE OF INLAND REVENUE  
(Capital Transfer Duty Branch)  
Monti Di Pieta' Buildings  
46, Merchants' Street  
Valletta  
Malta

TELEPHONE: 21220481  
Direct Office : 22998139  
Email: [ivan.portelli@gov.mt](mailto:ivan.portelli@gov.mt)

Date: 20<sup>th</sup> April, 2011  
Ref: IR(S) 2011/1787

**Mr. Bernard Attard**

PricewaterhouseCoopers  
167 Merchants Street,  
Valletta.

**Re: Transfer of Immovable Property by *Mobisle Communications Ltd (C24655)* to *MCB Property Company Limited (C51493)* - Certificate for Purposes of Article 32(6) of the Duty on Documents and Transfers Act, Chapter 364.**

Please refer to letter dated 7<sup>th</sup> April, 2011 regarding the request for exemption between the captioned companies.

On the strength of the Memorandum and Articles of Association of *Mobisle Communications Ltd (C24655)* and *MCB Property Company Limited (C51493)*, and as certified by you in said letter, the matter refers to a transfer of immovable property between the said two companies which are deemed to be the same group of companies within the terms of Article 42 of the Duty on Documents and Transfers Act, Chapter 364, hereinafter referred to as "the Act". As a matter of fact more than fifty per cent of the voting rights of both companies are indirectly owned by the same shareholders.

It is therefore hereby certified, for the purposes of Article 32 (6) of the Act that, on the basis of the facts as known today and as stated above, no duty under the provisions of the Act shall be chargeable on the transfer of the following immovable property from *Mobisle Communications Ltd (C24655)* to *MCB Property Company Limited (C51493)* :

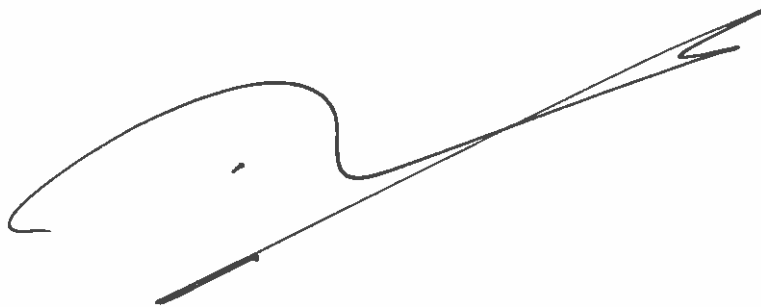
**Vide Appendix A**

**Ivan Portelli**  
B.A(Hons); MBA(Executive)  
Enforcement Manager

## Appendix A.

### **GO Mobile Head Office, Fra Diegu Street, Marsa**

The building known as the "GO Mobile Head Office" at Marsa, which building has unnumbered entrances in Triq Fra Diegu, Marsa and secondary entrances numbered twelve (12) and thirteen (13) in Il-Moll Ta'L-Injam also known as Timber Wharf and in some official plans referred to as Il-Moll Tal-Hatab, Marsa, bounded on the West by Triq Fra Diegu, on the North West by Il-Moll Ta' l-Injam also known as Timber Wharf and on the East in part by Il-Moll Ta'L-Injam also known as Timber Wharf and in some official plans referred to as Il-Moll Tal-Hatab and in part by property of unknown persons, with all its rights and appurtenances including its overlying airspace and underlying terrain, in part subject to two hundred and twenty seven euro and ninety cent (EUR227.90) formerly ninety seven Maltese Liri and eighty four cents (LM97.84) annual and perpetual ground-rent but otherwise free and unencumbered; which building comprises (a) the building at Marsa without number known as the "Ex-Nafi Bakery" shown outlined in red on the plan annexed to a deed in the Records of Notary Vincent Miceli of the twenty fourth day of June of the year two thousand and two (24/6/2002) and on the survey sheet indicated as Land Drawing number one hundred and thirty eight stroke ninety nine (138/99) annexed to the above mentioned deed as a document marked with the letter "Y" and (b) the tenements numbered twelve (12) and thirteen (13) in Timber Wharf, Marsa as subject to two hundred and twenty seven euro and ninety cent (EUR227.90) formerly ninety seven Maltese Liri and eighty four cents (LM97.84); which buildings have been converted and integrated into one entity.





UFFICCJU TAT-TAXXI INTERNI  
(Capital Transfer Duty Branch)  
Monti Di Pieta' Buildings  
46, Triq il-Merkanti,  
Il-Belt Valletta  
MALTA



OFFICE OF INLAND REVENUE  
(Capital Transfer Duty Branch)  
Monti Di Pieta' Buildings  
46, Merchants' Street  
Valletta  
Malta

3/11/2011

TELEPHONE:22998153

AIP 2011/62

**IMMOVABLE PROPERTY (ACQUISITION BY NON-RESIDENTS) CAP246**

With reference to the application dated 11<sup>th</sup> March 2011 for the acquisition of immovable property in Malta, permission is hereby given in terms of the provisions of the Immovable Property (Acquisition by Non –Residents) Cap 246, to;

**MCB Property Company Ltd C51493**

To acquire the under mentioned immovable property for the consideration of  
**€11,307,000**

**Immovable Property:**

**'Go Mobile Head Office' Triq Fra Diegu, Marsa**

Subject conditions mentioned here under:-

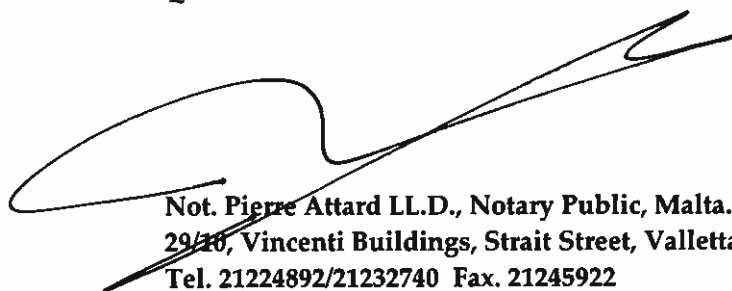
**Conditions:**

1. If acquisition is not effected within six months from date of issue of this permit approval is considered as having been revoked unless extension has been applied for and such extension granted.
2. Within three months from publication of the deed of acquisition, a certified copy of such deed must reach the Office of the Commissioner of Inland Revenue.
3. That the property is solely used for the exercise of the business of the applicant and by its associated companies and for no other purpose.

Philip D'Amato  
F/Director

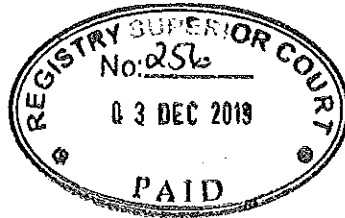
A large, stylized handwritten signature in black ink, likely belonging to Philip D'Amato.

A true copy of the Original deed in my Records of the 25<sup>th</sup> November 2011, including  
all the documents annexed thereto, issued today the 10<sup>th</sup> January 2012.  
Quod Attestor.



Not. Pierre Attard LL.D., Notary Public, Malta.  
29/16, Vincenti Buildings, Strait Street, Valletta VLT1432, Malta.  
Tel. 21224892/21232740 Fax. 21245922

2289/19



Rez € 25.00  
 Reg € 6.00  
 Nol € 1.20  
 2 Net Cash € 4.66  
€ 36.86

Fil-Prim' Awla tal-Qorti Ċivili

Duty Amounting to:

\_\_\_\_\_ 230 Euros

\_\_\_\_\_ cents  
€ \_\_\_\_\_ c) paid on 3/12/19

Receipt No: 728201

For Commissioner of Inland Revenue

MCB Property Company Limited, soċjeta'  
 bin-numru tar-registrazzjoni C-51493 li  
 għandha l-uffiċju registrat tagħha fi Triq  
 Emvin Cremona, Floriana,

Vs

Kuraturi Deputati nominati sabiex  
 jirrapreżentaw il-padrini diretti mhux  
 magħrufa

Ċedola ta' depożitu u kontestwali fidi ta' ċens ta' MCB Property Company  
 Limited

Jesponi bir-rispett:

Illi permezz ta' kuntratt ippubblikat fl-atti tan-Nutar Dottor Pierre Attard datat  
 25 ta' Novembru, 2011, is-soċjeta' esponenti akkwistat il-fond magħruf bħala il-  
 "Go Mobile Head Office" li jinsab fi Triq Fra Diegu, Marsa, u dan kif inhu ben aħjar  
 deskritt fil-kuntratt hawn annessi u mmarkati bħala 'Dok. A', liema kopja tal-  
 kuntratt jinkludi ukoll kopja tal-pjanta relattiva;

Illi kif jirrizulta mill-istess kuntratt il-fond in kwistjoni jinkludi fih u jiformaw  
 parti minnu il-fondi numerati tnax (12) u tlettax (13) f' *Timber Wharf*, Marsa, liema  
 fondi huma soġġetti għaċ-ċens annwu u perpetwu ta' mitejn u sebgha u ghoxrin  
 Ewro u wiehed u disghin ċenteżmu (€227.91);

Illi s-soċjeta' esponenti tixtieq tipprevalixxi ruħha mill-fakoltajiet mogħtija lilha  
 taht l-Artikolu 1501 tal-Kodiċi Ċivili, Kapitolu 16 tal-Liġijiet ta' Malta, u tifdi ċ-  
 cens li qed jiggrava fuq il-fondi numerati tnax (12) u tlettax (13) f' *Timber Wharf*,  
 Marsa;

Illi l-ammont ta' mitejn u sebgha u ghoxrin Ewro u wiehed u disghin ċenteżmu  
 (€227.91) kapitalizzat bir-rata ta' hamsa fil-mija (5%), jammonta għal erbat elef  
 hames mija u tmienja u hamsin Ewro u ghoxrin ċenteżmu (€4558.20);

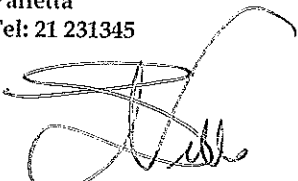
Illi in oltre qiegħed jiġi iddepożitat ukoll l-ammont ta' erba' mija u hamsa u  
 hamsin Ewro u tnejn u tmenin ċenteżmu (€455.82) li jirrapreżenta l-kera dovuta  
 ta' l-aħħar sentejn;

NUMRU
Ammont
€ 5014.02
Data
03 DEC 2019
/ /
Zbankat
/ /




Ghaldaqstant, is-soċjeta' esponenti qiegħda tadixxi lil din l-Onorabbli Qorti u tiddepożita taħt l-awtorita' tagħha s-somma komplessiva ta' hamest elef u erbatax-il Ewro u żewġ ċenteżmi (€5014.02), liema ammont jikkonsisti fl-ammont ta' erbat elef hames mija u tmienja u hamsin Ewro u ghoxrin ċenteżmu (€4558.20) bħala prezz ta' fidi taċ-ċens annwu u perpetwu tal-fondi hawn fuq imsemmija u filwaqt li l-ammont ta' erba' mija u hamsa u hamsin Ewro u tnejn u tmenin ċenteżmu (€455.82) jirrapreżenta l-arretrati tal-kera fuq il-fondi *de quo*, u dawn biex jiġu liberalment żbankati mill-intimati fil-kwalita' tagħhom u dan wara li jkunu ippruvaw it-titolu tagħhom ai termini tal-artikolu 1501(8) tal-Kodiċi Ċivili u kif ukoll wara li jhallu d-debita riċevuta skond il-Ligi.

Avv. Frank B. Testa  
Mamo TCV Advocates  
136, St Christopher's Street,  
Valletta  
Tel: 21 231345



P.L. Silvana Vella

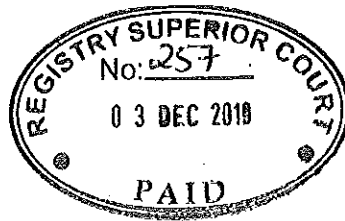
  
Avv. Maria Lisa Buttigieg  
Mamo TCV Advocates  
136, St Christopher's Street,  
Valletta  
Tel: 21 231345

03 DEC 2019

Illum.....  
Ippreżentata mill- P.L.S. Vella  
B/bla dok. wieħed(u) d'dokumenti

Notifikati:

1. Kuraturi Deputati
2. Registru Pubbliku (żewġ kopji): Evans Building, Merchants Street, Valletta



# Attwarji Bandu

Fil-Prim' Awla tal-Qorti Ċivili

Prez € 20.00  
Reg: € 6.00c  
Not: € 1.20c  
Kopji € 0.70  
Hlas: € 27.90

MCB Property Company Limited,  
soċjeta' bin-numru tar-registrazzjoni  
C-51493 li ghandha l-uffiċju registrat  
tagħha fi Triq Emvin Cremona,  
Floriana,

Vs

Kuraturi Deputati nominati sabiex  
jirrapreżentaw il-padruni diretti mhux  
magħrufa Rikors ta' Shawncara Limited  
u Daniel Zerafa

Rikors ta' MCB Property Company Limited

Tesponi bir-rispett:

Illi permezz ta' kuntratt ippubblikat fl-atti tan-Nutar Dottor Pierre Attard  
datat 25 ta' Novembru, 2011, is-soċjeta' esponenti akkwistat il-fond magħruf  
bħala il-"Go Mobile Head Office" li jinsab fi Triq Fra Diegu, Marsa;

Illi kif jirriżulta mill-istess kuntratt il-fond in kwistjoni jinkludi fih u  
jiffurmaw parti minnu il-fondi numerati tnax (12) u tlettax (13) f' *Timber  
Wharf*, Marsa, liema fondi huma soġġetti għaċ-ċens annwu u perpetwu ta'  
mitejn u sebgha u ghoxrin Ewro u wiehed u disghin ċenteżmu (€227.91);

Illi s-soċjeta' esponenti tixtieq tipprevalixxi ruhha mill-fakoltajiet mogħtija  
lilha taht l-Artikolu 1501 tal-Kodiċi Ċivili, Kapitolu 16 tal-Ligijiet ta' Malta, u  
tifdi ċ-ċens li qed jiggrava fuq il-fondi numerati tnax (12) u tlettax (13) f'  
*Timber Wharf*, Marsa;

Illi s-soċjeta' esponenti tixtieq tiddepożita s-somma kumplessiva ta' hamest  
elef u erbatax-il Ewro u żewġ ċenteżmi (€5014.02), liema ammont jikkonsisti  
fl-ammont ta' erbat elef hames mija u tmienja u hamsin Ewro u ghoxrin  
ċenteżmu (€4558.20) bħala prezz ta' fidi taċ-ċens annwu u perpetwu tal-fondi  
hawn fuq imsemmija u filwaqt li l-ammont ta' erba' mija u hamsa u hamsin  
Ewro u tnejn u tmenin ċenteżmu (€455.82) jirrapreżenta l-arretrati tal-kera  
fuq il-fondi *de quo* u dan kif inhu ben ahjar deskritt u spjegat fiċ-ċedola li  
qiegħda tigi ippreżentata kontestwalment ma' dan ir-rikors sabiex l-  
esponenti jiddepożitaw l-imsemmi ammont, kopja taċ-ċedola qiegħda tigi  
hawn annessa u mmarkata bħala 'Dok. 1';

Illi mill-kuntratt tal-akkwist m' hemmx indikat min huma l-padruni diretti u ghalhekk ikun opportun illi jinhatru kuraturi deputati sabiex jirraprezentaw lill-intimati;

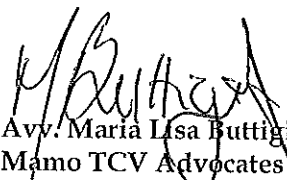
Illi mill-informazzjoni li għandha s-soċjeta' esponenti jista' jagħti l-każ li l-padruni diretti huma l-eredi tal-Markiz John Scicluna, stante li għalkemm qatt ma jissemmew bhala padruni diretti fil-kuntratt tal-akkwist għal xi raġuni ċ-ċens kien jithallas lilhom;

Illi l-amministratur tal-assi ereditarji tal-Markiz John Scicluna, illum huwa Marcus John Scicluna Marshall;

Għaldaqstant is-soċjeta' esponenti umilment titlob lil din l-Onorabbli Qorti sabiex previa l-hruġ tas-soliti bandi, tahtar kuraturi sabiex jirraprezentaw l-interessi ta' l-intimati u fl-atti kollha sussegwenti li jiġu preżentati.

Avv. Frank B. Testa  
Mamo TCV Advocates  
136, St Christopher's Street,  
Valletta  
Tel: 21 231345

  
P.L. Silvana Vella

  
Avv. Maria Lisa Buttigieg  
Mamo TCV Advocates  
136, St Christopher's Street,  
Valletta  
Tel: 21 231345

03 DEC 2019

Illum.....  
lppreżentata mill- PLS Vella  
B/bla dok. wieted (1) dokumenti

Notifiki:

1. Marcus John Scicluna Marshall, 2, Balluta Buildings, Flat 7, Triq il-Karmelitani, San Ġiljan





**LEASE**

**Between**

**MCB PROPERTY COMPANY LTD**

**And**

**GO p.l.c.**

**Of**

**GO PLC HEAD OFFICE**

## **LEASE AGREEMENT**

### **TABLE OF CONTENTS**

#### **ARTICLE 1 DEFINITIONS**

Article 1.01 Definitions  
Article 1.02 Interpretation

#### **ARTICLE 2 GRANT AND TERM**

Article 2.01 Grant of the Premises and Term  
Article 2.02 Condition of the Premises  
Article 2.03 Tenant's Equipment  
Article 2.04 Permits and Approvals  
Article 2.05 Early Termination By Landlord  
Article 2.06 Early Termination By Tenant

#### **ARTICLE 3 RENT**

Article 3.01 Rent  
Article 3.02 Rent Review

#### **ARTICLE 4 CONDUCT OF BUSINESS BY TENANT**

Article 4.01 Use of Premises  
Article 4.02 Nuisance  
Article 4.03 Compliance with Laws and Regulations

#### **ARTICLE 5 IMPROVEMENTS AND ALTERATIONS**

Article 5.01 Alterations by Tenant  
Article 5.02 Mode of Execution  
Article 5.03 Alterations by Landlord

#### **ARTICLE 6 MAINTENANCE / REPAIRS**

Article 6.01 Maintenance and Repairs  
Article 6.02 Good Condition



## ARTICLE 7 UTILITIES

Article 7.01 Utilities.

## ARTICLE 8 INSURANCE

Article 8.01 Tenant's Insurance

Article 8.02 Miscellaneous Requirements

Article 8.03 Landlord's Insurance

## ARTICLE 9 INDEMNITY

## ARTICLE 10 ASSIGNMENT AND SUBLETTING BY TENANT

## ARTICLE 11 DEFAULTS AND REMEDIES

Article 11.01 Defaults

Article 11.02 Remedies

## ARTICLE 12 UPON TERMINATION

Article 12.01. Surrender of Premises

Article 12.02 Landlord's Option

Article 12.03. Holding Over.

## ARTICLE 13 ASSIGNMENT BY LANDLORD

Article 13.01 Assignment by Landlord

## ARTICLE 14 ACCESS BY LANDLORD AND TENANT

Article 14.01 Landlord's Right of Entry

## ARTICLE 15 NEW LEASE

Article 15.01 No Right of Preference for New Lease

## ARTICLE 16 OPTION TO PURCHASE

### Article 16.01 Option To Purchase

## ARTICLE 17 GENERAL PROVISIONS

### Article 17.01 Signage

### Article 17.02 Severability

### Article 17.03. Interest on late payments

### Article 17.04 Time of Essence

### Article 17.05 Entire Agreement; Amendments.

### Article 17.06 Notices

### Article 17.07 Waivers

### Article 17.08 Cumulative Remedies

### Article 17.09 Joint and Several Liability

### Article 17.10 Arbitration

### Annex 1 Lease Data and Special Conditions

### Annex 2 Plan of Premises

### Annex 3 Purchase Option

## LEASE AGREEMENT

THIS **LEASE** is made on the 13<sup>th</sup> day of October 2015 by and between:

MCB PROPERTY COMPANY LIMITED company incorporated under the laws of Malta under company registration number C , whose registered office is at GO, Fra Diego Street, Marsa, MRS 1501, duly represented hereon by Nikhil Patil, CEO, holder of British passport number 518174825, in terms of a resolution of the Directors of the said company attached hereto as **Document A** (hereinafter referred to as the “**Landlord**”), and

GO p.l.c., a public company incorporated under the laws of Malta under company registration number C 22334 whose registered office is at GO, Fra Diego Street, Marsa, MRS 1501 . duly represented hereon by Yiannos Michaelides, CEO, holder of Cypriot passport number K00012238 in terms of a resolution of the Directors of the said company attached hereto as **Document B** (hereinafter referred to as the “**Tenant**”).

The Landlord and the Tenant are hereinafter also individually referred to as “**Party**” and collectively as “**Parties**”.

Whereas:

(A) The Landlord is the owner of the Premises;

(B) The Tenant is or will be (as the case may be) the occupier and user of the Premises and the Parties wish to formalise the terms and conditions of the occupation and use of the Premises by entering into this Lease;

Now, therefore, the Parties agree as follows:

### 1. 01 Definitions

“Associate Company”	Means a company in which the Tenant directly or indirectly holds at least twenty per cent (20%) of the issued share capital.
“ Lease Commencement Date”	Means the date specified in Annex 1.
“Permitted Use”	Means the use of the Premises described in Annex 1 by the Tenant and any subsidiary company or Associate Company of the Tenant.

[Type here]



“Premises”	Means the premises described in Annex 1
“Rent”	Means the rent stated in Annex 1 as increased in terms of Article 3.02
“Term”	Means the term stated in Annex 1 and referred to in Article 2

## 1. 02 Interpretation

The documents annexed to this Lease shall be construed to form a substantial and integral part of this Lease and any reference to this Lease shall include a reference to the said documents.

The headings in this Lease are inserted for convenience only and do not affect its construction.

## **ARTICLE 2**

### **GRANT AND TERM**

#### 2.01. Grant of the Premises and Term.

In consideration of the rents, terms and conditions set forth herein, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises for the Term.

#### 2.02. Condition of the Premises.

(a) The Premises are leased tale quale in the "as is" state and condition, with immediate vacant possession in favour of the Tenant. The Tenant acknowledges that it is already in occupation of the Premises and has been so for some time. The Tenant accepts the Premises in the "as is" state and condition.

Provided that in the event that the Lease Commencement Date and/or date of vacant possession to the Tenant indicated in Annex 1 is later than the date of signing of this lease as indicated at the head of this Lease, the following paragraph (aa) shall apply instead of the preceding paragraph (a):

(aa) The Premises are leased in the state indicated in Annex 1. Vacant possession shall be given to the Tenant at the time or times specified in Annex 1.

(b) Other than as may be expressly stated elsewhere in this Lease or otherwise mandated by Maltese law, the Landlord makes absolutely no warranties or representations (express or implied), regarding the condition of the Premises (save for latent defects) or their fitness for any particular use. Except as may otherwise be specifically stated in this Lease, the Landlord shall not be required to make any alterations, improvements, or repairs to the Premises at any time.

### 2.03 Tenant's Equipment

All plant machinery and equipment that is not a permanent fixture of the Premises is the property of the Tenant.

### 2.04. Permits and Approvals

The Tenant shall obtain and maintain all the relevant permits and approvals to operate the Premises for the Permitted Use.

### 2.05 Early Termination By Landlord

The right (if applicable) of the Landlord to early termination of the lease is set out in Annex 1.

### 2.06 Early Termination By Tenant

The right (if applicable) of the Tenant to early termination of the lease is set out in Annex 1.

## **ARTICLE 3**

### **RENT**

#### 3.01. Rent.

The Rent shall commence on the Lease Commencement Date, the first payment of such Rent being due and payable on such date and thereafter quarterly in advance and shall continue to be so paid throughout the Term.

Rent shall be paid without demand, deduction, or set off, together with the applicable value added tax or any other tax, other than tax on income or profit that may come into force during the Term.

#### 3.02. Rent Review

For purposes of this Article 3.02 the following definitions shall apply:

“RPI” means the Retail Price Index published by the National Statistics Office (NSO) of Malta for the 12 months average rate preceding the relative Rent Review Date.

“Rent Review Date” means the date indicated in Annex 1 , and subsequently the 1<sup>st</sup> January in each calendar year throughout the Term including the 1<sup>st</sup> January in the last calendar year of the Term.

“Revision Date” means the date on which the Landlord serves notice on the Tenant stating that the revised Rent has been determined as stated hereunder and stating the amount of the revised Rent.

(a) The Rent will be recalculated by the Landlord on each Rent Review Date by applying a percentage equivalent to the change in the RPI. If the recalculation results in an increase in the Rent, the Rent shall be revised and increased accordingly. If the recalculation does not result in an increase in Rent, the Rent shall not be revised and shall remain fixed until the next Rent Review Date. The recalculation shall be notified by the Landlord to the Tenant on the Revision Date together with the amount of revised Rent, if any.

(b) If by the relevant Rent Review Date the amount of the revised Rent has not been determined as aforesaid, the Tenant shall continue to pay to the Landlord, in the manner provided in Article 3.01, the Rent payable immediately before that Rent Review Date for all subsequent quarters up to and including the quarter which contains the applicable Revision Date.

(c) Within thirty (30) days of the applicable Revision Date there shall be due by the Tenant to the Landlord as arrears of Rent an amount equal to the difference between the revised Rent as determined on the applicable Rent Review Date and the Rent actually paid by the Tenant to the Landlord for the quarters subsequent to the applicable Rent Review Date up to and including the quarter which contains the applicable Revision Date.

## **ARTICLE 4**

### **CONDUCT OF BUSINESS BY TENANT**

#### **4.01. Use of Premises.**

Tenant shall use the Premises only for the Permitted Use, and for no other use except with the Landlord’s written consent.

#### **4.02. Nuisance.**

Tenant shall not commit, or suffer to be committed, any nuisance or other act or thing which may disturb the quiet enjoyment of users, owners or occupiers of property in the vicinity of the Premises.

#### **4.03. Compliance with Laws and Regulations.**

Tenant shall, at Tenant’s sole cost and expense, comply with all legislation, rules, regulations and administrative orders applicable to Malta now in force, or which may hereafter be in force, pertaining to the Premises and the business to be carried out by it therein, and shall faithfully observe all conditions included in all licences, permits and authorisations issued to the Tenant or the Premises in relation to the business or activities being carried out from the Premises, now in force or which may hereafter be in force.



## **ARTICLE 5**

### **IMPROVEMENTS AND ALTERATIONS**

#### **5.01. Alterations by Tenant.**

Tenant shall not at any time make (a) any structural alteration, addition, improvement or other structural change to the Premises; or (b) any alteration, addition, improvement or other change to the exterior of the Premises without the Landlord's prior written approval, and in any case subject to all relevant permits (including but not limited to the permits issued by the Malta Environment and Planning Authority) for the carrying out of any such works if these are required (which permits it shall be the Tenant's responsibility to obtain). As a condition to evaluating any request by Tenant pursuant to this Article, Landlord may require Tenant to provide plans, specifications or other information to Landlord to enable Landlord to evaluate Tenant's request. If Landlord's approval is given, which approval shall not be unreasonably withheld, it may be subject to reasonable conditions or qualifications and in any event the approved alterations, additions, improvements or other changes shall be carried out at the Tenant's sole expense.

#### **5.02 Mode of Execution**

Any alterations, additions, improvements or other changes made to the Premises by the Tenant pursuant to this Lease, shall be carried out using good quality materials, with all due skill and care and according to law. Any such alterations, additions, improvements or changes made by Tenant shall, without prejudice to Article 12 , immediately become the property of Landlord.

#### **5.03 Alterations by Landlord**

Landlord acknowledges that the Premises include technical installations and therefore no alterations, additions or improvements are to be carried out by Landlord unless with the express approval in writing of the Tenant. Tenant does not have the obligation to grant any such approval.

## **ARTICLE 6**

### **MAINTENANCE / REPAIRS**

#### **6.01. Maintenance and Repairs.**

Tenant shall at its sole expense throughout the Term be responsible for all and any ordinary internal and external maintenance, and for all internal and external repairs other than structural, arising in the Premises, including to any Landlord's fixtures and fittings, and Tenant's permitted improvements and additions. For purposes of this Article 6.01, "structural repairs" shall be deemed to be those relating to the structure of the building itself, including the ceilings but excluding the screed, membrane or other surfacing material of the roof.

#### **6.02. Good Condition**

The Tenant shall maintain the Premises in good state of decoration and in a clean, orderly and sanitary condition.

## **ARTICLE 7**

### **UTILITIES**

#### **7.01. Utilities.**

Tenant shall be solely responsible for and shall promptly pay all charges, including use and/or connection fees, maintenance and other costs and charges, for water, electricity, telephone, and any other service or utility used in or upon or furnished to the Premises. In no event shall Landlord be liable for damages or otherwise for any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, water, or other utility or service if either the quality or character thereof is changed or is no longer available or suitable for Tenant's requirements, nor shall any interruption, reduction, disruption, curtailment, failure or change in quantity, quality, or character constitute or be deemed to constitute constructive eviction of Tenant or excuse or relieve Tenant from any of its obligations to pay any rent due hereunder.

## **ARTICLE 8**

### **INSURANCE**

#### **8.01. Tenant's Insurance**

At all times during the Term, Tenant shall keep in full force and effect, at its sole expense, the following insurance policies issued by reputable insurance companies authorised to do business in Malta:-

(a) A policy of public liability insurance with respect to the Premises. Such policy shall name both Tenant and Landlord as insured and shall have limits of liability of at least the amount indicated in Annex 1 for injury or death to any one person, per occurrence, and for damage to property per occurrence.

(b) If required by the Landlord, Tenant shall obtain and keep in force an all risk policy of insurance coverage for Tenant's fixtures, equipment, or any improvements installed by Tenant.

#### **8.02. Miscellaneous Requirements.**

(a) Tenant shall furnish to Landlord prior to commencement of the Term and thereafter when reasonably required certificates or otherwise evidence satisfactory to Landlord of all insurance policies required to be procured by Tenant pursuant to Article 8.01. Each certificate shall state that Landlord shall be entitled to at least thirty (30) days prior written notice of any cancellation, material change, or non-renewal. Should Tenant fail to procure any insurance required hereunder, the Landlord may, in addition to any other remedies, procure the same on behalf of Tenant, and at Tenant's expense.

(b) With respect to any insurance policy referred to in this Article, Tenant shall not at any time cause or permit any act to be done on the Premises which might invalidate any such policy.

#### **8.03 Landlord's Insurance**

At all times during the Term, the Landlord shall keep in full force and effect a policy of building insurance issued by a company authorised to do business in Malta covering loss or damage to the Premises. Such policy shall be in the name of the Landlord (and any other name that the Landlord requires) as insured.

The building insurance policy shall provide protection against fire, earthquake, vandalism, special extended perils (all risk), terrorism and any other coverage which Landlord in its sole discretion deems necessary.



## **ARTICLE 9**

### **INDEMNITY**

#### **9.01. Indemnity.**

Tenant shall indemnify Landlord and hold Landlord harmless from and against any and all claims, damages, liabilities, costs and expenses arising from Tenant's use of the Premises, from the conduct of Tenant's business, or from any activity, work or thing done, permitted or suffered by Tenant in or about the Premises or elsewhere.

Tenant shall further indemnify Landlord and hold Landlord harmless from and against any and all claims, damages, liabilities, costs and expenses arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease.

Tenant shall further indemnify Landlord and hold Landlord harmless from and against any and all claims, damages, liabilities, costs and expenses or arising from any act or omission of Tenant, Tenant's agents, contractors, employees, business invitees and guests.

If any action or proceeding is brought against Landlord in respect of which an indemnity may be sought from Tenant pursuant to this Lease, Landlord shall defend the same, at Tenant's expense, by advocates satisfactory to Landlord.

## **ARTICLE 10**

### **ASSIGNMENT, SUBLETTING BY TENANT**

#### **10.01. Assignment.**

The Tenant's rights (if any) to assign this Lease are set out in Annex 1.

#### **10.2. Subletting**

The Tenant's rights (if any) to sublet the Premises are set out in Annex 1. For the avoidance of doubt the following instances shall not be interpreted as being subletting:

- a) Co-location services, that is, services offered by Tenant to third parties to host their equipment in the Tenant's equipment rooms within the Premises, (in the event that the Premises includes rooms designed to house equipment);
- b) Granting any rights whether in full or in part in relation to services that form part of Tenant's business operations and/or allowing third party technical installations against payment as these services are to be considered as part of the normal business operations of Tenant;
- c) Granting to other operators the right to use masts and towers that may be affixed on the Premises;
- d) Any compliance with applicable law, rules, regulations/or guidelines, including but not limited to guidelines issued or access requests made by competent authorities.

## ARTICLE 11

### DEFAULT AND REMEDIES

#### 11.01 Defaults

The occurrence of any one or more of the following events shall constitute a breach of this Lease by Tenant:

- (a) If the Tenant abandons the Premises.
- (b) The failure by Tenant to make any payment of Rent or of any payments due by the Tenant to the Landlord, if such failure continues for a period of thirty (30) days after notice is sent by the Landlord to Tenant.
- (c) The failure by Tenant to observe or perform any of the other terms, conditions or provisions of this Lease to be observed or performed by Tenant, if such failure continues for a period of thirty (30) days after notice (even if served on curators) from Landlord to Tenant.
- (d) (i) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; or (ii) the filing by or against Tenant of a petition for the winding up and dissolution of Tenant ; or (iii) if the Tenant declares insolvency; or (iv) if the Tenant is unable to pay his debts or has suspended the payment of his debts in terms of Article 214(5) of the Companies Act; or (v) the appointment of an official receiver, provisional liquidator or liquidator for the Tenant; or (vi) the dissolution of the Tenant for any reason whatsoever even pursuant to a resolution by the Tenant for its winding-up.

#### 11.02. Remedies.

In the event of any default or breach by Tenant of this Lease as laid out in Article 11.01, Landlord may, at any time thereafter, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

- (a) Terminate Tenant's right to possession of the Premises by a further notice, in which case this Lease shall terminate forthwith *ipso iure* and Tenant shall surrender possession of the Premises to Landlord within one hundred and eighty (180) days. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises; expenses of re-letting;; unpaid rent or other sums payable by Tenant under the provisions of this Lease with interest from the date the same became due at the highest rate allowed by law; or
- (b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant has abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the

right to recover all Rent and other charges that would be payable had Tenant not been in breach of the Lease as aforesaid. The exercise by the Landlord of the option set out in this paragraph (b) shall not prevent the Landlord from exercising at any subsequent time the option set out in paragraph (a); or

- (c) Without prejudice to anything contained in the preceding paragraphs, pursue any other remedy now or hereafter available to Landlord under the Laws of Malta or decisions of the Maltese courts.

## **ARTICLE 12**

### **UPON TERMINATION**

#### **12.01. Surrender of Premises.**

Tenant shall at the expiration of the Term, or at any earlier termination of this Lease, surrender the Premises and all permanent fixtures and fittings therein and thereon to the Landlord with vacant possession and leaving the same in good condition and repair and fit for use fair wear and tear reflecting age of such fixtures and fittings accepted. Permanent fixtures and fittings shall include all building improvements, alterations, improvements, lighting and air-conditioning systems, and this without any right to receive any compensation whatsoever in respect thereof.

#### **12.02 Landlord's Option**

Notwithstanding the above, if required by Landlord, Tenant shall at its own expense, restore the Premises to the same condition as the Tenant received it, namely shell inside and outer skin ready, or remove at Tenant's sole expense certain building improvements, alterations or additions made by Tenant during the term of the Lease.

#### **12.03. Holding Over.**

If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term hereof or the earlier termination of the Lease, without the express written consent of Landlord, the Tenant shall pay, for each day of delay during the first 365 days delay, a penalty equivalent to two hundred percent (200%) of the last annual Rent calculated on a daily basis, and thereafter a penalty equivalent to three hundred percent (300%). The penalty shall be due as liquidated damages for mere delay and shall not be subject to abatement.



## **ARTICLE 13**

### **ASSIGNMENT BY LANDLORD**

The Landlord shall be entitled to transfer any or all of its rights and obligations as Landlord under this Lease to any third party as long as the rights of the Tenant under this agreement are safeguarded in their entirety and no new or increased burdens or obligations are created for the Tenant. To the extent that the transfer by the Landlord constitutes a novation, the Tenant undertakes to appear and sign all necessary documents to accept and put the novation into effect including, where this is required by the Landlord, the substitution of a new landlord instead of the Landlord and the discharge of the Landlord from its obligations as Landlord.

## **ARTICLE 14**

### **ACCESS BY LANDLORD**

#### **14.01. Landlord's Right of Entry.**

Landlord and Landlord's agents shall have the right to enter the Premises at all times during normal office hours being any business day falling from Monday to Friday (both days included) between 08.00hrs and 17.00hrs, provided that prior written notice thereof has been given to the Tenant at least 24 hours in advance, to examine the same, and to show them to prospective purchasers or tenants of the Premises. Landlord shall also have the right to enter the Premises subject to the terms of this Article, to inspect any works that are being carried out by the Tenant and to ensure that these are being carried out in accordance with the terms of this Lease. Landlord shall ensure that its employees or agents will in no way disrupt the operations of the Tenant.

## **ARTICLE 15**

### **NEW LEASE**

#### **Article 15.01 No Right of Preference to New Lease**

The Tenant waives any right of preference to a new lease that may be available to it at law.

## **ARTICLE 16**

### **OPTION TO PURCHASE**

#### **Article 16.01. Option To Purchase**

(a) Insofar as concerns those Premises in respect of which it is expressly stated in Annex 1 that the Tenant has an option to purchase, this option to purchase shall be regulated by Annex 3. The attention of the Tenant is drawn to the conditions in Annex 3, including the formalities that will be required to be carried out by the Tenant for the validity of the option to purchase.

(b) Insofar as concerns those Premises in respect of which the Tenant does not have an option to purchase, the Tenant shall not have an option to purchase, consequently Annex 3 is not applicable to these Premises, and therefore there is no Annex 3 attached to the Lease in so far as these Premises are concerned.

## **ARTICLE 17**

### **GENERAL PROVISIONS**

#### **17.01. Signage.**

Tenant will not place, maintain, or permit any sign, advertising matter, decoration, or lettering on any exterior wall, door, or window of the Premises that is not in keeping with a premises of a high standard.

#### **17.02. Severability.**

The invalidity or unenforceability of any provision of the Lease shall in no way affect the validity or enforceability of any other provisions hereof.

#### **17.03. Interest on late payments.**

Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at the highest rate allowed by Maltese law from the date payment becomes first due. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

#### **17.04. Time of Essence.**

Time is of the essence in performance of all obligations falling due hereunder.

#### **17.05. Entire Agreement; Amendments.**

This Lease contains all agreements of the Parties with respect to any matter mentioned herein. No prior agreements or understandings pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the Parties at the time of modification.

#### 17.06. Notices.

Any notice required or permitted to be given hereunder, shall be in writing and may be served personally or by registered mail, return receipt requested, addressed to Landlord and Tenant respectively at the respective registered office. Such notices shall be effective upon delivery. Notice may also be given by judicial letter, in which case service shall be regulated by the applicable law.

Either Party may, by like notice to the other Party, at any time and from time to time, designate a different address to which notices shall be sent.

#### 17.07. Waivers.

No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by the Tenant. The acceptance of Rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular Rent so accepted, regardless of whether or not the Landlord will have known of such preceding breach at the time of acceptance of such Rent.

#### 17.08. Cumulative Remedies.

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law.

#### 17.09. Joint and Several Liability.

If more than one party shall execute this Lease as Tenant, such parties shall have joint and several liability for all obligations of Tenant set forth herein or at law.

#### 17.10. Arbitration.

In the event of any dispute relating to this Lease, the Parties hereto shall make every effort to settle amicably. If no settlement is reached within thirty (30) days from the date on which the difference or dispute shall have arisen, the difference or dispute shall be settled by arbitration in accordance with the provisions of Part IV of the Arbitration Act 1996 and the Arbitration Rules of the Malta Arbitration Centre shall apply. There shall be one arbitrator who shall be appointed by the Chairman of the Malta Arbitration Centre in the event that the Parties fail to



agree on an arbitrator between them within ten (10) days from one Party calling on the other for such purpose.

The Parties unconditionally and irrevocably agree to submit any dispute, controversy or claim arising out of or relating to this Lease, or the breach, termination or invalidity thereof to final and binding arbitration in terms of the Arbitration Act as aforementioned.

#### 17.11 Governing Law

This Lease shall be governed and construed in all respects in accordance with Maltese Law.

Signed on the day first written above in two (2) originals, one for each of the Parties.

  
\_\_\_\_\_  
LANDLORD  
\_\_\_\_\_  
TENANT

## ANNEX 1

To the lease of premises: **GO plc Head Office**

### LEASE DATA & SPECIAL CONDITIONS

#### LEASE DATA

Item No.	Item Name	
1	Premises	The building currently used as the head office of GO plc, at Fra Diegu Street, Marsa, MRS 1501, built on a site with a superficial area of approximately 2,184 square metres and having a rentable ( or otherwise usable) Gross Internal Area of approximately 9,130 square metres and outlined in red on the attached plan/s marked Annex 2 .
2	Rent ( Initial)	Initial Rent of eight hundred thousand Euro (€800,000) per annum together with the applicable VAT.
2A	First Rent Review Date	1 <sup>st</sup> January 2016
3	Lease Commencement Date	1 <sup>st</sup> January 2015
4	Term	<p>(a) An initial period of ten (10) years commencing from the Lease Commencement Date ( " the Initial Period");</p> <p>(b) An additional period of five (5) years commencing from the day following the last day of the Initial Period ("the First Additional Period") at the option of the Tenant, exercisable in the manner set out in item 5 of the Special Conditions in this Annex 1.</p> <p>(c) An additional period of five (5) years commencing from the day following the last day of the First Additional Period ("the Second Additional Period") at the option of the Tenant, exercisable in the manner set out in item 5 of the Special Conditions in this Annex 1.</p> <p>(d) An additional period of five (5) years commencing from the day following the last day of the Second Additional Period ("the Third Additional Period") at the option of the Tenant, exercisable in the manner set out in item 5 of the Special Conditions in this Annex 1.</p>

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5	Permitted Use of Premises	<p>As predominant use: The use as offices.</p> <p>As ancillary use: Retail activity and equipment rooms normally associated with the provision telecommunications services</p>
6	<p>Insurance - damage to property</p> <p>Insurance - injury or death to any one person</p>	<p>Five million Euro (€5,000,000) increasing annually by the Retail Price Index</p> <p>Two million and three hundred thousand Euro (€2,300,000)</p>

#### SPECIAL CONDITIONS

Item No.	Item Name	
1	Assignment	Tenant shall not assign or transfer this Lease except with Landlord's prior express written consent, which consent may be withheld by the Landlord in its absolute discretion.
2	Subletting	<p>(a) The Tenant may sublet up to thirty per cent (30%) of the gross internal area of the Premises without requiring the Landlord's consent;</p> <p>(b) The Tenant may permit any person, legal or natural, to make use of or be in possession of all or any part of the Premises, under a gratuitous title;</p> <p>Provided that:</p> <p>(i) the subtenant or other user as provided in paragraph (a) or (b) above shall have no tenancy rights against the Landlord, and the Tenant shall remain solely responsible to the Landlord for all obligations in terms of this Agreement; and</p> <p>(ii) the Tenant shall provide the Landlord with a copy of the signed agreement ( if any) within thirty (30) days of it being signed;</p> <p>(c ) The Tenant shall not sublet more than thirty percent (30%) of the gross internal area of the Premises, except with Landlord's express written consent, which consent may be withheld by the Landlord in its absolute discretion.</p> <p>(d) Nothing in this Lease shall in any way prohibit any change in the Tenant's shareholders or any transfer of the actual controlling power of the administration of the Tenant. Any such change or transfer shall not be deemed to be a sublease and shall not bring about the termination of the Lease.</p>

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3	Tenant's Right to Purchase	Not Applicable
4	Early Termination By Tenant	Not Applicable
5	Tenant's right to Additional Period	<p>The Tenant may, at its option, give notice to the Landlord not less than three (3) months prior to the expiry of the Initial Term, that it is exercising its option to extend the Term to the First Additional Period, and in this event, the Term shall be extended and shall expire on the last day of the First Additional Period.</p> <p>The Tenant may, at its option, give notice to the Landlord not less than three (3) months prior to the expiry of the First Additional Period, that it is exercising its option to extend the Term to the Second Additional Period, and in this event, the Term shall be extended and shall expire on the last day of the Second Additional Period.</p> <p>The Tenant may, at its option, give notice to the Landlord not less than three (3) months prior to the expiry of the Second Additional Period, that it is exercising its option to extend the Term to the Third Additional Period, and in this event, the Term shall be extended and shall expire on the last day of the Third Additional Period.</p>

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500m



0m

Min Easting 54421.86, Min Northing 71252.84, Max Easting 54821.86, Max Northing 71752.84

0m

400m

**MEPA - [www.mepa.org.mt](http://www.mepa.org.mt)**

St. Francis Ravelin

Floriana FRN 1230, Malta

PO Box 200, Marsa MRS 1000, Malta

Tel: +356 2290 0000 Fax: +356 22902295

**Site Plan, Scale 1:2500**

Printed on: Monday, October 13, 2014

Not to be used for interpretation or scaling of scheme alignments  
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**MCB Property Company Limited ("the Company")**

**GO, Fra Diegu Street, Marsa MRS 1501**

**Company Registration Number C 51493**

*Certified True Extract from the minutes of a meeting of the Board of Directors held at the registered office of the Company.*

***Quote***

**It is resolved that Mr. Nikhil Patil holder of British Passport number 518174825 is vested with the Company's judicial and contractual representation.**

***Unquote***

Certified true copy this 13<sup>th</sup> day of October 2015



**Dr. Francis Galea Salomone LL.D.  
Company Secretary**





**GO plc ("the Company")**

**Company Registration Number C 22334**

*Certified True Extract from the minutes of a meeting of the Board of Directors held at the registered office of the Company.*

**Quote**

**It is resolved that Mr. Yiannos Michaelides holder of Cypriot Passport no. K00012238 is vested with the Company and its subsidiaries' judicial and contractual representation.**

**Unquote**

Certified true copy this 13<sup>th</sup> day of October 2015

**Dr. Francis Galea Salomone LL.D.**  
**Company Secretary**

