

# Gazzetta tal-Gvern ta' Malta

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### NOTIFIKAZZJONI TAL-GVERN

Nru. 373

#### AWTORITÀ TAD-DJAR

##### Skema tal-'Home Ownership'

IL-CHAIRMAN ta' l-Awtorità tad-Djar, Berġa tal-Baviera, Valletta jilqa' applikazzjonijiet għall-ghoti b'enfitewsi perpetwa ta' għadd ta' siti fabbrikabbli fl-Iskema tal-Home Ownership, kif jidhru fuq il-pjanti esibiti fil-Berġa tal-Baviera, Valletta.

L-applikazzjonijiet huma miftuħa għall-Għarajjes u għall-Miżżewġin. Dawk li jkunu taht it-18-il sena m'humiex eliġibbli li japplikaw.

Persuni miżżewġin li d-dhul tagħhom ma jaqbiżx il-Lm4,000 fis-sena jgħu ippreferuti fl-allokkazzjoni ta dawn is-siti. Fil-każ ta' l-għarajjes, fejn jitqies l-oghla dhul meta t-tnejn ikunu jahdmu tiġi wkoll ippreferuta dik il-persuna li d-dhul tagħha ma jeċċedix il-Lm4,000 fis-sena.

#### BIRŻEBBUĠA (FAZI I) BIRŻEBBUĠA (PHASE I)

##### SKEMA I — SCHEME I

Bieċa Art Nru. Plot No.	B'faċċata ta' With frontage of	Ċens fis-sena Ground rent per annum
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1	11.5m	Lm28
57	7.6m	Lm16

### GOVERNMENT NOTICE

No. 373

#### HOUSING AUTHORITY

##### Home Ownership Scheme

THE Chairman, Housing Authority, Auberge de Baviere, Valletta, invites applications for the granting on perpetual emphyteusis of a number of building sites in the Home Ownership Scheme, as indicated on the plans shown at the Auberge de Baviere, Valletta.

Applications are open to both Engaged and Married couples. Persons under the age of 18 are not eligible to apply.

In the allocation of these Plots, first preference will be given to Married persons whose gobal annual income does not exceed Lm4,000. In the case of the Engaged Couples, wherein the higher income is taken into account when they are both in employment, first preference will be given to the person whose income does not exceed Lm4,000 per annum.

#### BIRŻEBBUĠA (FAZI II) BIRŻEBBUĠA (PHASE II)

##### SKEMA I — SCHEME I

Bieċa Art Nru. Plot No.	B'faċċata ta' With frontage of	Ċens fis-sena Ground rent per annum
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1	7.5m	Lm25
2	7.0m	Lm17

Bicċa Art Nru. Plot No.	B'faċċata ta' With frontage of	Ċens fis-sena Ground rent per annum
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7	7.0m	Lm17
10	7.0m	Lm17
11	7.0m	Lm17
13	7.0m	Lm17
26	7.0m	Lm17
55	7.0m	Lm17
84	7.0m	Lm17
85	7.0m	Lm17
86	7.0m	Lm17
99	7.5m	Lm18
104	7.0m	Lm17
109	7.0m	Lm17
120	7.5m	Lm18
125	7.5m	Lm18
126	7.5m	Lm18
129	7.0m	Lm17

**BORMLA (ST HELEN BASTION)  
COSPICUA (ST HELEN BASTION)**

**SKEMA I — SCHEME I**

Bicċa Art Nru. Plot No.	B'faċċata ta' With frontage of	Ċens fis-sena Ground rent per annum
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1	7.6m	Lm20
2	7.6m	Lm16
3	7.6m	Lm16
6	7.6m	Lm16

**BUGIBBA (IL-WILĠA TAL-VEĊĊ)  
BUGIBBA (IL-WILĠA TAL-VEĊĊ)**

**SKEMA I — SCHEME I**

Bicċa Art Nru. Plot No.	B'faċċata ta' With frontage of	Ċens fis-sena Ground rent per annum
25	7.0m	Lm28
56	7.0m	Lm36
101	7.5m	Lm21
103	7.5m	Lm21
106	7.0m	Lm18
107	7.3m	Lm18
110	7.0m	Lm18
113	7.0m	Lm18
120	7.5m	Lm20
121	7.5m	Lm20
122	7.5m	Lm19
124	7.3m	Lm19
127	7.0m	Lm18
128	7.0m	Lm18
129	7.0m	Lm18
131	7.3m	Lm19
139	7.0m	Lm17
141	7.0m	Lm17
142	7.0m	Lm17
143	7.0m	Lm17
144	7.0m	Lm17
147	7.5m	Lm21
148	7.5m	Lm20
149	7.5m	Lm20
150	7.5m	Lm20
152	7.3m	Lm19
153	7.0m	Lm18
154	7.0m	Lm18
155	7.0m	Lm18
156	7.0m	Lm18
158	7.3m	Lm19

Biċċa Art Nru. Plot No.	B'faċċata ta' With frontage of	Ċens fis-sena Ground rent per annum	Biċċa Art Nru. Plot No.	B'faċċata ta' With frontage of	Ċens fis-sena Ground rent per annum
165	7.3m	Lm19	26	7.0m	Lm17
167	7.0m	Lm18	30	7.0m	Lm20
168	7.0m	Lm18	32	7.5m	Lm24
170	7.0m	Lm18	43	7.5m	Lm28
171	7.3m	Lm19	44	7.0m	Lm17
174	7.0m	Lm19	45	7.0m	Lm21
176	7.0m	Lm19	46	7.0m	Lm20
178	7.3m	Lm20	47	7.0m	Lm19
180	7.0m	Lm19	48	7.5m	Lm25
182	7.0m	Lm19	49	7.3m	Lm23
189	7.0m	Lm20	52	7.0m	Lm20
192	7.3m	Lm20	54	7.0m	Lm20
201	7.3m	Lm21	55	7.0m	Lm20
205	7.3m	Lm18	56	7.0m	Lm20
208	7.0m	Lm18	57	7.0m	Lm20
211	7.3m	Lm16	58	7.5m	Lm21
217	7.0m	Lm17	60	7.0m	Lm17
219	7.0m	Lm18	61	7.0m	Lm17
220	7.0m	Lm18	62	7.0m	Lm17
221	7.3m	Lm19	63	7.6m	Lm17
223	7.5m	Lm20	64	7.0m	Lm17
			66	7.5m	Lm21
			80	4.5m	Lm24

**HAL KIRKOP II**  
KIRKOP II

SKEMA I — SCHEME I

**IL-MANIKATA**  
MANIKATA

SKEMA I — SCHEME I

Biċċa Art Nru. Plot No.	B'faċċata ta' With frontage of	Ċens fis-sena Ground rent per annum	Biċċa Art Nru. Plot No.	B'faċċata ta' With frontage of	Ċens fis-sena Ground rent per annum
13	19.0m	Lm24	7	7.0m	Lm17
19	12.0m	Lm25	8	7.0m	Lm17
20	7.0m	Lm17	10	7.0m	Lm17
23	7.5m	Lm22	11	7.0m	Lm17

**MARSAXLOKK (KAVALLERIZZA)**  
**MARSAXLOKK (KAVALLERIZZA)**

**SKEMA I — SCHEME I**

Bieċa Art Nru. Plot No.	B'faċċata ta' With frontage of	Ċens fis-sena Ground rent per annum
5	7.0m	Lm21
19	6.6m	Lm23
21	6.6m	Lm23
24	6.4m	Lm24
25	6.4m	Lm24
27	6.4m	Lm24
28	6.4m	Lm24
29	6.4m	Lm24
32	6.4m	Lm24
33	7.0m	Lm21
34	7.0m	Lm21
35	7.0m	Lm24
36	7.0m	Lm24
37	7.0m	Lm24
38	7.0m	Lm24
39	7.0m	Lm24
40	7.0m	Lm24
41	7.0m	Lm24
42	7.0m	Lm21
43	7.0m	Lm21
46	7.0m	Lm21
47	7.0m	Lm21
48	8.3m	Lm33
76	8.0m	Lm23
79	7.0m	Lm21

**IL-MELLIEHA (TA' PENNELLU)**  
**MELLIEHA (TA' PENNELLU)**

**SKEMA I — SCHEME I**

Bieċa Art Nru. Plot No.	B'faċċata ta' With frontage of	Ċens fis-sena Ground rent per annum
205	8.0m	Lm15
<b>IL-MELLIEHA (TA' BRAĠ)</b> <b>MELLIEHA (TA' BRAĠ)</b> <b>SKEMA I — SCHEME I</b>		
Bieċa Art Nru. Plot No.	B'faċċata ta' With frontage of	Ċens fis-sena Ground rent per annum
11	7.0m	Lm17
12	7.0m	Lm17
16	7.0m	Lm17
17	7.0m	Lm17
25	7.0m	Lm18
27	7.3m	Lm18
36	7.0m	Lm17
41	7.3m	Lm18
52	7.0m	Lm17
63	7.0m	Lm18
64	7.3m	Lm18
67	7.0m	Lm18
79	7.0m	Lm17
82	7.0m	Lm17
84	7.3m	Lm18
88	7.0m	Lm17
89	7.0m	Lm17
90	7.0m	Lm17
92	7.3m	Lm18

Il-Bċejjeċ ta' Art Nri. 27 sa 48 ta' Marsaxlokk (Kavallerizza) m'għandhomx jinbnew oghla minn sular b'żewġ filati 'l fuq mil-livell tat-triq fi-oghla post.

Il-Bċejjeċ ta' Art Nri. 5 sa 48 ta' Marsaxlokk (Kavallerizza) għandhom ikollhom għnien fuq wara ta' mill-inqas 6 metri. Il-Benefiċċjarji għandhom jissottomettu lid-Dipartiment tax-Xoghlijiet kopja ta' l-"elevation" tagħhom fuq in-naħa ta' wara.

Plots Nos. 27 to 48 at Marsaxlokk (Kavallerizza) are to be built not higher than one storey plus two courses above road level at the highest point.

Plots Nos. 5 to 48 at Marsaxlokk (Kavallerizza) are to have a minimum of 6 metres back garden. The Beneficiaries of these Plots are to submit to the Works Department a copy of their back elevation.

**IL-MOSTA (TA' ŻOKRIJA)**  
**MOSTA (TA' ŻOKRIJA)**  
**SKEMA I — SCHEME I**

<i>Biċċa Art Nru. Plot No.</i>	<i>B'faċċata ta' With frontage of</i>	<i>Ċens fis-sena Ground rent per annum</i>	<i>Biċċa Art Nru. Plot No.</i>	<i>B'faċċata ta' With frontage of</i>	<i>Ċens fis-sena Ground rent per annum</i>
1	7.5m	Lm24	127	7.0m	Lm18
5	7.0m	Lm17	130	7.0m	Lm18
6	7.0m	Lm17	131	7.0m	Lm17
7	7.0m	Lm17	132	7.0m	Lm18
11	7.0m	Lm17	135	7.0m	Lm19
12	7.0m	Lm17	139	7.5m	Lm23
14	7.5m	Lm26	144	7.0m	Lm16
16	7.0m	Lm17	145	7.0m	Lm17
18	7.0m	Lm17	147	7.0m	Lm17
19	7.0m	Lm17	152	7.0m	Lm18
20	7.0m	Lm17	153	7.0m	Lm17
21	7.0m	Lm17	157	7.0m	Lm14
24	7.0m	Lm17	160	7.5m	Lm26
25	7.0m	Lm17	163	7.0m	Lm21
60	7.0m	Lm17	164	7.0m	Lm17
61	24.0m	Lm27	165	7.0m	Lm17
63	7.0m	Lm17	171	7.0m	Lm22
64	7.0m	Lm17	172	7.0m	Lm18
65	7.0m	Lm17	173	7.0m	Lm19
66	7.0m	Lm17	174	7.0m	Lm17
67	7.0m	Lm17	176	7.0m	Lm17
81	7.0m	Lm17	177	7.0m	Lm17
84	7.0m	Lm17	178	7.0m	Lm17
86	7.0m	Lm20	180	13.0m	Lm34
87	7.5m	Lm32	182	7.0m	Lm19
89	7.0m	Lm17	183	7.0m	Lm19
111	7.5m	Lm26	184	7.0m	Lm18
114	7.0m	Lm17	185	12.0m	Lm37
121	7.5m	Lm26	186	7.0m	Lm17
126	7.0m	Lm18	194	11.0m	Lm32

**MQABBA BY PASS**  
**MQABBA BY PASS**  
**SKEMA I — SCHEME I**

<i>Biċċa Art Nru. Plot No.</i>	<i>B'faċċata ta' With frontage of</i>	<i>Ċens fis-sena Ground rent per annum</i>
8	7.0m	Lm18
10	7.0m	Lm18
23	7.0m	Lm18
79	9.5m	Lm24

**L-IMTARFA**  
**MTARFA**

**SKEMA I — SCHEME I**

<i>Biċċa Art Nru. Plot No.</i>	<i>B'faċċata ta' With frontage of</i>	<i>Ċens fis-sena Ground rent per annum</i>
3	7.0m	Lm17

**IL-QRENDI (QASAM TAL-WARDA)**  
**QRENDI (QASAM TAL-WARDA)**

**SKEMA I — SCHEME I**

<i>Biċċa Art Nru. Plot No.</i>	<i>B'faċċata ta' With frontage of</i>	<i>Ċens fis-sena Ground rent per annum</i>
32	8.0m	Lm24
55	12.5m	Lm23
60	8.0m	Lm20
63	7.5m	Lm23
70	7.0m	Lm21
74	7.5m	Lm26
75	7.0m	Lm17
77	7.0m	Lm16
78	7.0m	Lm15
79	7.5m	Lm25
80	7.0m	Lm17

*Biċċa Art  
Nru.  
Plot No.*

<i>Biċċa Art Nru. Plot No.</i>	<i>B'faċċata ta' With frontage of</i>	<i>Ċens fis-sena Ground rent per annum</i>
81	7.5m	Lm25
82	7.0m	Lm17
83	7.5m	Lm25
84	7.0m	Lm19
85	7.0m	Lm19
86	7.0m	Lm19
87	8.5m	Lm21

**IR-RABAT (GHAR BARKA)**  
**RABAT (GHAR BARKA)**  
**SKEMA I — SCHEME I**

<i>Biċċa Art Nru. Plot No.</i>	<i>B'faċċata ta' With frontage of</i>	<i>Ċens fis-sena Ground rent per annum</i>
5	7.0m	Lm21

**HAL SAFI**  
**SAFI**  
**SKEMA I — SCHEME I**

<i>Biċċa Art Nru. Plot No.</i>	<i>B'faċċata ta' With frontage of</i>	<i>Ċens fis-sena Ground rent per annum</i>
4	6.5m	Lm12
6	6.5m	Lm12
8	10.0m	Lm21
10	6.5m	Lm11
15	7.5m	Lm15
22	7.0m	Lm15
25	7.0m	Lm15
28	7.0m	Lm15
30	7.0m	Lm15

**SANTA LUĊIJA (FAZI V)**  
**SANTA LUCIA (PHASE V)**

**SKEMA I — SCHEME I**

Bičča Art Nru. Plot No.	B'faċċata ta' With frontage of	Ċens fis-sena Ground rent per annum
1	7.5m	Lm28
2	7.0m	Lm19
3	7.0m	Lm20
4	7.0m	Lm20
5	7.3m	Lm21
6	8.0m	Lm30
7	7.0m	Lm18
8	7.0m	Lm18
9	7.0m	Lm18
10	7.0m	Lm18
11	7.0m	Lm18
12	8.0m	Lm26
13	7.3m	Lm20
14	7.0m	Lm19
15	7.0m	Lm19
16	7.0m	Lm18
17	7.5m	Lm26
18	7.5m	Lm29
19	7.0m	Lm20
20	7.3m	Lm18
21	7.5m	Lm33
22	7.0m	Lm19
23	7.0m	Lm17
24	7.0m	Lm19
25	13.5m	Lm26
26	7.0m	Lm17
27	7.0m	Lm20
28	7.5m	Lm29

**HAŻ-ŻABBAR (TAL-PLIER)**  
**ŻABBAR (TAL-PLIER)**  
**SKEMA I — SCHEME I**

Bičča Art Nru. Plot No.	B'faċċata ta' With frontage of	Ċens fis-sena Ground rent per annum
11	7.5m	Lm24
43	7.0m	Lm16

**GHAJNSIELEM (GHAWDEX)**  
**GHAJNSIELEM (GOZO)**  
**SKEMA I — SCHEME I**

Bičča Art Nru. Plot No.	B'faċċata ta' With frontage of	Ċens fis-sena Ground rent per annum
24	7.0m	Lm16
25	7.0m	Lm16

**L-GHASRI (GHAWDEX)**  
**GHASRI (GOZO)**  
**SKEMA I — SCHEME I**

Bičča Art Nru. Plot No.	B'faċċata ta' with frontage of	Ċens fis-sena Ground rent per annum
1	7.67m	Lm27
2	7.67m	Lm27
4	7.67m	Lm27
5	7.67m	Lm27
6	7.67m	Lm25

**KERĊEM (GHAWDEX)**  
**KERĊEM (GOZO)**

**SKEMA I — SCHEME I**

Bičča Art Nru. Plot No.	B'faċċata ta' with frontage of	Ċens fis-sena Ground rent per annum
39	6.70m	Lm24
40	6.70m	Lm25
43	6.70m	Lm20
44	6.70m	Lm20
60	6.35m	Lm19
61	6.35m	Lm19
62	6.35m	Lm19

**IL-MUNXAR (GHAWDEX)**  
**MUNXAR (GOZO)**  
**SKEMA I — SCHEME I**

Bičča Art Nru. Plot No.	B'faċċata ta' With frontage of	Ċens fis-sena Ground rent per annum
7	7.0m	Lm17
9	7.0m	Lm17
11	7.0m	Lm17
23	7.0m	Lm17
24	7.0m	Lm17
25	7.0m	Lm17
26	7.0m	Lm17
27	7.0m	Lm17
28	7.0m	Lm17
39	7.0m	Lm17
40	7.0m	Lm17
41	7.0m	Lm17
42	7.0m	Lm17
45	7.0m	Lm19
47	7.0m	Lm20
48	7.5m	Lm25
49	7.0m	Lm17
50	7.0m	Lm17
51	7.0m	Lm17

**IS-SANNAT (GHAWDEX)**  
**SANNAT (GOZO)**

**SKEMA I — SCHEME I**

Bičča Art Nru. Plot No.	B'faċċata ta' With frontage of	Ċens fis-sena Ground rent per annum
2	8.0m	Lm18
37	8.0m	Lm18
38	8.0m	Lm18
41	8.0m	Lm17

**Biċċa Art Nru.  
Plot No.**

**B'faċċata ta'**  
*With frontage of*

**Ċens fis-sena**  
*Ground rent per annum*

42	8.0m	Lm18
43	8.0m	Lm18
44	8.0m	Lm18

**SAN LAWRENZ (GHAWDEX)**  
**SAN LAWRENZ (GOZO)**

**SKEMA I — SCHEME I**

**Biċċa Art Nru.  
Plot No.**

**B'faċċata ta'**  
*With frontage of*

**Ċens fis-sena**  
*Ground rent per annum*

2	8.0m	Lm13
6	8.0m	Lm16
22	10.0m	Lm24
24	9.5m	Lm21
27	8.5m	Lm17
28	8.5m	Lm17
30	8.5m	Lm17
31	8.5m	Lm17
32	8.5m	Lm17
33	8.5m	Lm17
34	8.5m	Lm17
35	8.5m	Lm17
36	8.5m	Lm17

**IX-XAGHRA (TRIQ IL-KNISJA) (GHAWDEX)**  
**XAGHRA (CHURCH STREET) (GOZO)**

**SKEMA I — SCHEME I**

**Biċċa Art Nru.  
Plot No.**

**B'faċċata ta'**  
*With frontage of*

**Ċens fis-sena**  
*Ground rent per annum*

2	7.3m	Lm18
9	7.0m	Lm17
17	7.0m	Lm17



Biċċa Art Nru. Plot No.	B'faċċata ta' <i>With frontage of</i>	Ċens fis-sena <i>Ground rent per annum</i>
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19	7.0m	Lm17
20	7.0m	Lm16

**IX-XEWKIJA TA' GOK (GHAWDEX)  
XEWKIJA TA' GOK (GOZO)  
SKEMA I — SCHEME I**

Biċċa Art Nru. Plot No.	B'faċċata ta' <i>With frontage of</i>	Ċens fis-sena <i>Ground rent per annum</i>
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9	7.3m	Lm17
10	7.3m	Lm23
12	7.0m	Lm16

2. Persuni interessati jistgħu jifgħu applikazzjoni waħda biss għal lokalità waħda skond l-iskema u l-kategorija li tapplika għalihom.

3. L-għażla ta' l-applikanti ssir bil-polza fil-pubbliku, u fejn l-applikazzjonijiet jiżbqu n-numru ta' siti disponibbli, jithejjew listi ta' applikanti ta' riżerva.

4. Kemm-il darba dawk li jitlegħu bix-xorti ma jersqux għall-kuntratt jew konvenju fi żmien xahar minn meta jkunu mitluba biex jagħmlu hekk u dan minhabba dewmien jew htija tagħhom, huma jitlefdu d-dritt ta' l-allokazzjoni u f'flokhom jidhlu dawk li jkunu ttellgħu fit-tieni lista.

5. L-applikanti kollha jistgħu jiġu investigati dwar il-mezzi finanzjarji u jistgħu wkoll jiġu mitluba jagħmlu affidavit dwar l-applikazzjoni tagħhom.

6. Ma għandhom jinbnew ebda xogħlijiet fuq is-sit qabel ma jiġi iffirmit il-konvenju jew il-kuntratt skond il-każ. L-applikant għandu jintrabat li jċedi favur id-Dipartiment tad-Djar iċ-ċwieviet tal-fond okkupat minnu fi żmien l-applikazzjoni tiegħu, biex id-Dipartiment jiddisponi minnu skond il-*policy* ta' l-Awtorità tad-Djar.

7. Is-siti fabrikabbli qegħdin jiġu offruti b'enfi-tewsi perpetwa. F'kull każ iċ-ċens (canone) kif jidher hawn fuq, f'egħluq il-ħamsa u għoxrin' sena mid-data tal-kuntratt u, wara, f'egħluq kull ħamsa u għoxrin sena in perpetwu, iċ-ċens (canone) annwali ta' dak iż-żmien jidied bi ħmistax fil-mija.

Biċċa Art Nru. Plot No.	B'faċċata ta' <i>With frontage of</i>	Ċens fis-sena <i>Ground rent per annum</i>
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31	7.0m	Lm28
37	7.0m	Lm21
41	10.0m	Lm33
48	7.0m	Lm18
53	7.3m	Lm22
82	5.0m	Lm32
90	7.0m	Lm19
94	7.0m	Lm19
97	7.0m	Lm18
98	7.0m	Lm19
99	7.0m	Lm18

2. Interested persons may submit only one application in respect of just one locality according to the scheme and category applicable to them.

3. Selection of applicants shall be by public ballot. Where applications submitted are more than the number of available plots, reserve lists of applicants shall be drawn up.

4. If the successful applicants by lot fail to call for the publication of the deed of emphyteusis or the signing of the preliminary agreement within a month from the date when they are requested to do so either because of procrastination or due to any fault of their own, they shall forfeit the right for the allotment of the plots and their names shall be substituted by other names from the second list.

5. Applicants may be investigated with reference to their financial means and may be required to submit an affidavit in connection with their application.

6. No works shall be commenced on the plot prior to the signing of the preliminary agreement or the publication of the deed as the case may be. The applicant shall bind himself to hand over the keys of the premises occupied by him at the time of his application to the Housing Department, as soon as the works are completed, to dispose of it according to the policy of the Housing Authority.

7. The building sites are being offered on perpetual emphyteusis. In each case, the ground-rent as mentioned above, shall after twenty-five years from the date of the deed, and then after every period of twenty-five years thereafter, be increased by fifteen per centum.

8. Il-kuntratt ta' l-enfitewsi wkoll jkun regolat mill-kundizzjonijiet u t-termini li gejjin u, konsistentement ma' dawn, mid-disposizzjonijiet tal-ligi dwar l-enfitewsi b'mod generali.

(i) Iċ-ċens (canone) għandu jithallas kull sena bil-quddiem.

(ii) Benefikati permanenti konsistenti f'bini skond il-pjanta ta' l-enfitewta għandhom jinbnew fuq l-art jew arja mogħtija lilu b'enfitewsi. Kull min għal-issa se jibni sular wiehed biss għandu jlesti ukoll flimkien ma' dan is-sular it-taraġ bi thejjija għal meta jittella' s-sular ta' fuq.

(iii) L-enfitewta għandu japplika għal permess tal-bini fi żmien xahrejn minn meta jiġi mgharraf bil-miktub li ha sit minn dawn li jidhru taht dan l-avviz, u għandu jibda x-xogħol tal-bini mhux aktar tard minn tliet xhur wara d-data ta' l-approvazzjoni tal-pjanti. Hu għandu jlesti l-bini minn kollox b'mod li jista' jiġi okkupat fi żmien tliet snin mill-imsemmija data f'għeluq liema żmien għandu wkoll jiġi effettivament okkupat mill-enfitewta.

Jekk jonqos milli jibda x-xogħol jew milli jlesti l-bini jew milli jokkupah fiż-żmien hawn fuq imsemmi, huwa jkun obligat li jhallas lill-Awtorità penali ta' erba' liri (Lm4) għal kull ġimgħa, jew parti minn ġimgħa, li fiha ma jkunx beda xogħol jew ma jkunx spiċċa l-bini, jew ma jkunx okkupah, skond il-każ; u dan bla preġudizzju għad-dritt ta' l-Awtorità li tholl l-enfitewsi skond is-subparagrafu (viii) (b), u bla preġudizzju għad-dritt ta' l-Awtorità li testendi ż-żmien imsemmi għal raġuni valida.

(iv) L-enfitewta għandu jzomm il-bini f'kull żmien fi stat tajjeb ta' tiswija għas-sodisfazzjon ta' l-Awtorità. Jekk l-enfitewsi tiġi għal xi raġuni maħlula, huwa għandu jagħti lura l-bini fi stat tajjeb ta' tiswija. L-enfitewta għandu jagħmel tajjeb għal kull ħsara li ssir kemm minhabba kawżi ordinarji u kemm minhabba kawżi jew ċirkostanzi straordinarji u aċċidentali.

(v) L-enfitewta jkun obligat li jhallas il-kontribuzzjoni għall-formazzjoni tat-triq skond il-Kap 13 tal-Kodiċi tal-Liġijiet tal-Pulizija u partikolarment l-artiklu 13 sub-artikli (6) u (8), salv dejjem li kull obbligu, spiża jew kontribuzzjoni oħra għal servizzi u kumditajiet neċessarji jew utli għall-fond enfitewtiku jkunu a karigu ta' l-istess enfitewta.

(vi) Il-kuntratt ikun jinkludi wegħda ta' bejgħ lill-Awtorità, bi prezz li jiġi iffissat minn perit fl-impieg tal-Gvern, u li din il-wegħda għandha tibqa' sseħħ għal għaxar snin mid-data tal-kuntratt kemm-il darba l-enfitewta jiddeċiedi li ma jibqax jabita fil-rond. Din il-wegħda torboq lill-enfitewta b'mod unilaterali.

8. The deed of emphyteusis shall be regulated by the conditions and terms mentioned hereunder and consistently with these, by the provisions of law relative to emphyteusis in general.

(i) The ground-rent shall be payable yearly in advance.

(ii) Improvements of a permanent nature consisting of a building according to the plan of the emphyteuta shall be erected on the plot or building space granted to him on emphyteusis. Those who choose to build temporarily a ground-floor only must also erect a stair-well in preparation for the building of the first floor later on.

(iii) The emphyteuta shall apply for the issue of the necessary building permits within two months from the date of written notification that he has been allotted the site he had applied for, and he shall commence the building works not later than three months from the date of approval of the plans. He shall finish the building ready for habitation within three years from the said date by which time the emphyteuta is expected to occupy the building.

If he fails to commence the works or to complete the building or to occupy it within the time limit above mentioned, he shall pay to the Authority a penalty of four pounds (Lm4) per week, or part thereof, for default, and this without prejudice to the right of the Authority to rescind the emphyteusis according to subparagraph (viii) (b) and without prejudice to the right of the Authority to extend the above mentioned time limit for a just cause.

(iv) The emphyteuta shall keep the building in a good state of repair at all times to the satisfaction of the Authority. If the emphyteusis is for any reason rescinded, he shall deliver back the building in a good state of repairs. The emphyteuta shall be bound to effect at his expense all damages, ordinary, extraordinary and fortuitous.

(v) The emphyteuta shall be liable to pay a contribution for the road formation in accordance with the provisions of Cap. 13 of the Code of Police Laws and particularly subsections (6) and (8) of Section 13 thereof. However, all other obligations, expenses or contributions for services and other necessary or beneficial amenities relating to the emphyteutical tenement shall be at the expense of the emphyteuta.

(vi) The deed shall include a promise of sale to the Authority, at a price to be fixed by an architect in the employment of Government, and the effect of such promise shall remain in force for ten years from the date of the deed if the emphyteuta decides not to remain in occupation of the building. This promise shall unilaterally bind the emphyteuta.

Ebda trasferiment tal-fond enfitewtiku, jew ta' parti minnu, ma jista' jsir kemm-il darba l-kuntratt tat-trasferiment ma jiġix approvat mill-Awtorità. Għal kull trasferiment bħal dan ikun dovut lill-Awtorità lawdemju daqs sena ċens, jew parti minn sena ċens, a proporzjon tal-parti trasferita, u f'kull każ il-lawdemju għandu jithallas lill-Awtorità fi żmien hmistax-il jum minn meta jsir dan it-trasferiment.

(vii) L-enfitewta għandu javża minnufih lill-Awtorità jekk isib xi oġġetti jew monumenti ta' importanza antikwarja jew arkeoloġika, fis-sit mogħti lili in enfitewsi jew xi traċċi ta' oġġetti jew monumenti bħal dawk, u kull sejba ta' oġġetti mobbli, (inklużi fuħħar, muniti, għadam u oġġetti oħra ta' l-istess xorta, jew ta' xort'oħra), issir minnufih proprjetà tal-Gvern, mingħajr ebda obbligu ta' kumpens.

(viii) Il-konċessjoni enfitewtika tista' tinħall fuq talba ta' l-Awtorità jekk:

(a) Jekk l-enfitewta jonqos milli jhallas iċ-ċens għal tliet snin jew għalkemm ikun għamel xi hlas ta' ċens, huwa jibqagħlu jagħti ammont daqs tliet snin ċens u ma jhallasx is-somma kollha dovuta fi żmien tletin gurnata min-notifika ta' att gudizzjarju, li fih jintalab il-hlas taċ-ċens dovut.

(b) Jekk l-enfitewta jonqos milli jħares jew milli jwettaq xi waħda mill-kundizzjonijiet jew l-obbligi l-oħra, tal-konċessjoni enfitewtika sew jekk johorġu mill-att ta' l-enfitewsi kemm mil-ligi, u dan in-nuqqas ikompli għal kollox jew in parti għal mill-inqas tletin gurnata min-notifika ta' att gudizzjarju, li fiha tintalab l-osservanza tal-kundizzjonijiet jew obbligi rilevanti.

(ċ) Fil-każ ta' sejba ta' immobbli ta' importanza antikwarja jew storika fis-sit mogħti lili in enfitewsi (inkluż għerien, oqbra, bjar, hitan tal-ġebel u immobbli oħra ta' l-istess xorta, jew ta' xort'oħra), kif ukoll f'dalijiet ta' immobbli bħal dawn, u f'dan il-każ l-enfitewsi tinħall jew għal kollox jew għal parti biss fejn tkun qiegħda s-sejba a diskrezzjoni ta' l-Awtorità, iżda fil-każ li l-Awtorità tiddeċiedi li tħall l-enfitewsi għal parti biss, l-enfitewta jkollu d-dritt li jħall il-konċessjoni kollha jew ikollu iċ-ċens imnaqqas a proporzjon ta' l-art li dwarha tinħall l-enfitewsi.

(ix) F'każ illi l-enfitewsi tinħall:

(a) Il-fond enfitewtiku u kull benefikat li jkun sar fih jirreverti lill-Awtorità mingħajr ebda obbligu ta' xi kumpens, ikun x'ikun il-valur ta' dawk il-benefikati, u jekk ikun dovut xi kumpens lill-Awtorità sew għal dannj jew għal xi haġa oħra dan il-kumpens ma għandu b'ebda mod jitnaqqas minħabba r-reverzjoni tal-fond u benefikati kif

No transfer of the emphyteutical tenement or part thereof, may be made before the deed of transfer is approved by the Authority. On every transfer a laudemium equivalent to one year's ground rent or part thereof proportionate to the area transferred, shall be due to the Authority and in every case the laudemium shall be that established on the basis of the ground rent due at the time of the transfer. The laudemium shall be paid to the Authority within fifteen days from the date of the transfer.

(vii) The emphyteuta must notify the Authority at once if he finds any objects or monuments of antique or archaeological importance in the site given to him on emphyteusis, or any trace of objects or monuments similar to these. Every movable object found (including pottery, coins, bones and other objects of the same kind or of any other kind) becomes at once Government property without any obligation of compensation.

(viii) The emphyteutical concession may be rescinded by the Authority in the following cases:

(a) If the emphyteuta fails to pay the ground rent for three years or if, in spite of paying a portion of the lease, ground rent equivalent in total to three years remains outstanding, and the sum due is not paid within thirty (30) days from a notice by a judicial Act requesting the payment of the sum due.

(b) If the emphyteuta fails to observe any one of the conditions or the other obligations of the emphyteutical concession, either resulting from the deed of the emphyteusis or from the law and such non-observance remains whether fully or in part for at least thirty (30) days from notification by judicial act in which compliance with the obligations or conditions is requested.

(c) In the case of the discovery of immovables of antique or historic importance in the site given on emphyteusis (in which expression shall be comprised caves, tombs, wells, stone walls and other immovables of same nature or otherwise) as well as remains of such immovables, the emphyteusis shall be rescinded in whole or in respect of only of that part where the find is located at the discretion of the Authority, saving in the latter case, the right of the emphyteuta to demand that the rescission be extended to the whole contract or that there shall be a reduction of ground rent to the area in respect of which the contract shall have been rescinded.

(ix) In case of dissolution of the emphyteusis:

(a) The emphyteutical tenement and all improvements made thereon shall revert to the Authority without compensation whatever to the value of the improvements and if any compensation is due to the Authority whether as damages or otherwise, this compensation may not be reduced in view of the reversion of the tenement and improvements

intqal fuq, iżda kull reverżjoni ssir minghajr pre-  
gudizzju għad-drittijiet ta' l-Awtorità.

(b) Iżda, jekk ix-xoljiment isir bis-saħħa tas-  
sub-klawsola (c) tas-sub-paragrafu (viii) l-enfitewta  
jkollu d-dritt li jithallas minghand l-Awtorità  
s-somma li jkun nefaġ, b'mod raġonevoli għax-  
xoghlijiet li jkun għamel fuq is-sit enfitewtiku u li  
ma jibqgħux ta' użu għalih għaliex l-enfitewsi tkun  
inħallet, iżda ma jkollu dritt għal xejn iżjed.

(c) L-Awtorità tkun xorta waħda tista' tesigi  
kull penali dovuta skond l-att ta' enfitewsi u sew  
ix-xoljiment ta' l-enfitewsi, kemm il-ħlas tal-penali  
m'għandhom b'ebda mod ibiddu jew inaqqsu  
r-responsabbiltà ta' l-enfitewta taħt kull ligi.

(x) Bħala garanzija tal-ħlas taċ-ċens u ta' l-ese-  
kuzzjoni ta' l-obbligi l-oħra li johorġu mill-att ta' l-  
enfitewsi, l-enfitewta jipoteca favur l-Awtorità tad-  
Djar il-gid kollu tiegħu, preżenti u futur, u minbarra  
dan l-Awtorità żzomm il-privileġġ speċjali mogħti  
lilha mil-ligi.

(xi) Id-drittijiet u l-ispejjeż kollha tal-kuntratt ta'  
l-enfitewsi għandhom jithallsu mill-enfitewta.

(xii) L-enfitewsi pertpetwa ssir taħt il-kundizzjoni  
risolutiva espressa illi kemm-il darba jirriżulta fi żmien  
sitt xhur mill-pubblikazzjoni ta' l-att ta' l-enfitewsi li  
l-enfitewta jkun ta informazzjoni żbaljata jew qar-  
rieqa lill-Awtorità tad-Djar, b'mod li b'din l-infor-  
mazzjoni żbaljata jew qarrieqa l-Awtorità tad-Djar  
tkun għazlet lill-enfitewta skond il-policy tagħha  
bħala li jikkwalifika għall-allokazzjoni, il-kuntratt jigi  
maħlul 'ipso jure' u l-enfitewta jkun obligat li jhallas  
l-ispejjeż kollha relattivi, u ma jkollu l-ebda dritt għal  
xi rifużjoni jew ħlas ta' xi benefikati li jkun għamel, u  
b'riżerva għal kull azzjoni għad-danni mill-Awtorità.

9. L-applikanti li jigu allokati xi waħda minn  
dawn is-siti fabbrikabbli jkunu jistgħu jissellfu somom  
ta' fluş minghand il-Korporazzjoni Lohombus, u dan  
taħt dawk il-pattijiet u kundizzjonijiet li tagħmlilhom  
il-Korporazzjoni Lohombus. Dan is-self isir dejjem bir-  
rata kummerċjali ta' imghax.

10. L-enfitewta għandu jippermetti f'kull hin aċ-  
ċess liberu għas-sit u għall-bini ta' fuqu lil kull uffiċjal ta'  
l-Awtorità tad-Djar.

11. Jekk f'xi żmien l-enfitewta jiddisponi bi kwa-  
lunkwe titolu *inter vivos* mill-art mogħtija lilu mill-  
Awtorità tad-Djar, l-enfitewta ma jkunx jista' l qud-  
diem japplika għal xi allokazzjoni oħra mill-imsemmija  
Awtorità.

12. Kull min ikun sid id-dar ta' fejn joqgħod jew  
ikollu biċċa art li għaliha jkollu permess mill-P.A.P.B.  
biex jibni dar/flat jew gie allokati biċċa art taħt l-Att ta'

above mentioned, and any reversion takes place  
without prejudice to the rights of the Authority.

(b) In case the rescission takes place in terms of  
sub-paragraph (viii) (c), the emphyteuta shall have  
only the right to be paid the amounts spent reason-  
ably for the works carried out on the site and which  
are not of any benefit to the emphyteuta in view of  
the rescission, and shall not be entitled for any other  
compensation.

(c) The Authority shall be entitled to demand  
all penalties due, and the rescission of the emphy-  
teusis and the payment of penalties shall not be  
taken to affect the liability of the emphyteusis under  
any law.

(x) As a guarantee of the payment of the ground  
rent and of the execution of the other obligations  
which result from the deed of emphyteusis, the emphy-  
teuta shall hypothecate in favour of the Housing Au-  
thority his whole wealth, present and future, and this  
besides the special privilege according to law.

(xi) All fees and expenses of the deed of emphy-  
teusis shall be paid by the emphyteuta.

(xii) The deed of perpetual emphyteusis shall be  
entered into under an express resolute condition  
that if within six months from the date of the deed it  
results that the emphyteuta has given wrong or false  
information to the Authority, and in view of this the  
Authority has selected applicant in terms of its policy  
as qualifying for an allocation, the contract is dis-  
solved 'ipso jure', and the emphyteuta shall be bound  
to pay all relative expenses, and shall have no right for  
any refund or payment for any improvements made  
on site, saving any claim for damages by the  
Authority.

9. Successful applicants who are allotted one of  
these building sites may borrow sums of money from  
Lohombus Corporation Limited and this under those  
terms and conditions set by Lohombus Corporation.  
These loans shall invariably be made at a commercial  
rate of interest.

10. The emphyteuta shall allow access at any time  
to the site and to the building constructed thereon to any  
of the officials of the Housing Authority.

11. If at any time the emphyteuta disposes under  
any title "inter vivos" the land granted to him by the  
Housing Authority, he cannot in future apply for any  
other allocation from the said Authority.

12. Whoever owns his own residence or is in pos-  
session of a plot of land for which he has a P.A.P.B.  
permit to build a house/flat or has been allotted a plot of

l-1983 dwar Żvilupp ta' Aeri għall-Bini ma jistax japplika taht din l-Iskema.

13. Il-formoli ta' l-applikazzjoni, dawk biss li jiġu ikkunsidrati, jistgħu jinkisbu mill-Awtorità tad-Djar, Berga tal-Baviera, Valletta, jew minghand is-Segretarju għall-Affarijiet ta' Għawdex, Segretarjat Għal Għawdex, Triq ir-Repubblika. ir-Rabat, Għawdex, minn nhar it-Tnejn, l-10 ta' Ġunju, 1985, sa nofs in-nhar ta' l-Erbgħa, 19 ta' Ġunju, 1985.

land under the Building Development Areas Act 1983 cannot apply under this Scheme.

13. Application forms, which are the only ones to be considered, may be obtained from the Housing Authority, Auberge de Baviere, Valletta, or from the Secretary, Gozo Affairs, Gozo Secretariat, Republic Street, Victoria, Gozo from Monday, 10th June, 1985, up to noon of Wednesday, 19th June, 1985.

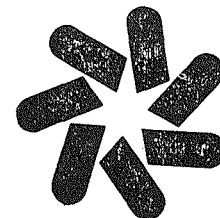
Is-7 ta' Ġunju, 1985

7th June, 1985

### TRADE MARKS

Notice is hereby given for the purpose of Section 90 of the Industrial Property (Protection) Ordinance (Chapter 48) that HOLIDAY INNS, INC., a Corporation of the State of Tennessee, U.S.A., of 3742 Lamar Avenue, Memphis, Tennessee, U.S.A. have filed an application on the 6th March, 1985 for the registration of a trade mark consisting of a label reproduced hereon in respect of paper products and printed materials including hotel directories, stationery, hotel advertising, brochures menus, invoices and magazines produced by them and of their trade. (Trade Mark No. 16,593).

7th June, 1985



**JOHN F. X. MUSCAT**  
*A/Comptroller of Industrial Property*

\* \* \*

Notice is hereby given for the purpose of Section 90 of the Industrial Property (Protection) Ordinance (Chapter 48) that CHANEL, societe



7th June, 1985

anonyme, Burgstrasse 28 — 8750 GLARUS, Switzerland have filed an application on the 6th March, 1985 for the registration of a trade mark consisting of a label reproduced hereon in respect of soaps, perfumery, essential oils, cosmetics, hair lotions, dentifrices produced by them and of their trade. (Trade Mark No. 16,592).

This mark and Trade Marks Nos. 7,476, 11,444, 13,433, 14,979 and 16,362, the latter if and when registered shall be assigned or transmitted, only as a whole and not separately.

**JOHN F. X. MUSCAT**  
*A/Comptroller of Industrial Property*

### TRADE MARKS

Notice is hereby given for the purpose of Section 90 of the Industrial Property (Protection) Ordinance (Chapter 48) that FCI CHEMICAL INDUSTRIES, "Alfdor" New Street, Kappara, San Ġwann have filed an application on the 17th April, 1985 for the registration of a trade mark consisting of a label reproduced hereon in respect of white glue and adhesives produced by them and of their trade. (Trade Mark No. 16641).

7th June, 1985

The right to the exclusive use of the letters FCI except as distinctively reproduced and of the words CHEMICAL INDUSTRIES is disclaimed.



JOHN F. X. MUSCAT  
*A/Comptroller of Industrial Property*

\* \* \*

Notice is hereby given for the purpose of Section 90 of the Industrial Property (Protection) Ordinance (Chapter 48) that FRATELLI SPERLARI S.p.A., a Joint Stock Company organised under the Laws of Italy of Via Milano 16, 26100 Cremona, Italy, Manufacturers and Merchants

7th June, 1985

have filed an application on the 19th June, 1984 for the registration of a trade mark consisting of a label reproduced hereon in respect of nougat, pastries, cakes, candies, biscuits, sugar, honey, cocoa, chocolate, tea, coffee, icecreams, creams and syrups for icecreams, molasses syrup, baking-powders produced by them and of their trade. (Trade Mark No. 16261).

The right to the exclusive use of the word SPERLARI except as distinctively reproduced is disclaimed.

JOHN F. X. MUSCAT  
*A/Comptroller of Industrial Property*

\* \* \*

Notice is hereby given for the purpose of Section 90 of the Industrial Property (Protection) Ordinance (Chapter 48) that HARD ROCK HOLDINGS LIMITED, 46, Albermarle Street, London, W.1, England have filed an application on the 27th August, 1984 for the registration of a trade mark consisting of words reproduced hereunder in

respect of bread, biscuits, cakes, (excluding rock cakes), pastry and confectionery; ices and ice cream; salt, pepper, mustard, vinegar, sauces and spices produced by them and of their trade. (Trade Mark No. 16,380).

The right to the exclusive use of the word CAFE is disclaimed.

### HARD ROCK CAFE

7th June, 1985

JOHN F. X. MUSCAT  
*A/Comptroller of Industrial Property*

\* \* \*

Notice is hereby given for the purpose of Section 90 of the Industrial Property (Protection) Ordinance (Chapter 48) that GENERAL CHOCOLATE, a joint stock company (naamloze vennootschap) of Belgian Law, Montezumalaan 1, B-2410 Herentals, Belgium have filed an application on the 11th February, 1985 for the registration of a trade mark consisting of a word reproduced here-

under in respect of cocoa, chocolate, chocolate articles, confectionery, biscuits, wafers, pastry, bakery products produced by them and of their trade. (Trade Mark No. 16,561).

This mark and Trade Marks Nos. 16,562 and 16,568, if and when registered shall be assigned or transmitted only as a whole and not separately.

### KILT CADET

7th June, 1985

JOHN F. X. MUSCAT  
*A/Comptroller of Industrial Property*

## TRADE MARKS

Notice is hereby given for the purpose of Section 90 of the Industrial Property (Protection) Ordinance (Chapter 48) that GENERAL CHOCOLATE, a joint stock company (naamloze vennootschap) of Belgian Law, Montezumalaan 1, B-2410 Herentals, Belgium have filed an application on the 11th February, 1985 for the registration of a

trade mark consisting of a word reproduced hereunder in respect of cocoa, chocolate, chocolate articles, confectionery, biscuits, wafers, pastry, bakery products produced by them and of their trade. (Trade Mark No. 16,570).

The right to the exclusive use of the word nouga(t) is disclaimed.

## NOUGADOR

7th June, 1985

JOHN F. X. MUSCAT  
*A/Comptroller of Industrial Property*

\* \* \*

Notice is hereby given for the purpose of Section 90 of the Industrial Property (Protection) Ordinance (Chapter 48) that ARNEG, S.p.A., an Italian Company of Marsango, Province of Padova, Italy have filed an application on the 29th April, 1985 for the registration of a trade mark consisting of a label reproduced hereon in respect of refrigerating installations and apparatus, and parts and fittings included in the class for all the afore-

said goods produced by them and of their trade. (Trade Mark No. 16,665).



7th June, 1985

JOHN F. X. MUSCAT  
*A/Comptroller of Industrial Property*

\* \* \*

Notice is hereby given for the purpose of Section 90 of the Industrial Property (Protection) Ordinance (Chapter 48) that GENERAL CHOCO-

LATE, a joint stock company (naamloze vennootschap) of Belgian Law, Montezumalaan, 1, B-2410 Herentals Belgium have filed an application on the 11th February, 1985 for the registration of a trade mark consisting of a word reproduced hereon in respect of cocoa, chocolate, chocolate articles, confectionery, biscuits, wafers, pastry, bakery products produced by them and of their trade. (Trade Mark No. 16,573).



a. The right to the exclusive use of the surname de Beukelaer is disclaimed.

b. The right to the exclusive use of the word ASCOT except as distinctively reproduced is disclaimed.

7th June, 1985

\* \* \*

## DEED OF ASSIGNMENT

Notice is hereby given that by a deed of assignment made on the 23rd April, 1985 REED DECORATIVE PRODUCTS LTD., whose registered office is at Reed House, 83 Piccadilly, London, W1A 1EJ, England have assigned Trade Mark No. 9,949 together with the goodwill of the

business concerned in the goods for which the said trade mark is registered to CROWN DECORATIVE PRODUCTS LIMITED, whose registered office is at Crown House, Hollins Road, Darwen, Lancashire BB3 OBG, England.

7th June, 1985

JOHN F. X. MUSCAT  
*A/Comptroller of Industrial Property*

**TAQSIMA TAT-TAGHRIF — KASTILJA — MALTA**  
**INFORMATION DIVISION — KASTILJA — MALTA**

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A.L. 17 ta' l-1985

**ATT TA' L-1980 DWAR IL-KONTROLL TAL-PREZZIJET  
TAL-BINI**

**(ATT NRU. XXVI TA' L-1980)**

**Regolamenti ta' l-1985 dwar il-Kontroll tal-Prezzijet tal-Bini (Provi)**

BIS-SAHHA tas-setghat moghtija bl-artikolu 17 ta' l-Att ta' l-1980 dwar il-Kontroll tal-Prezzijet tal-Bini, id-Deputat Prim Ministru Anzjan u Ministru tal-Gustizzja u Affarijiet tal-Parlament ghamel ir-regolamenti li ġejjin:—

1. Dawn ir-regolamenti jistgħu jissejnu r-Regolamenti ta' l-1985 dwar il-Kontroll tal-Prezzijet tal-Bini (Provi). Titolu.
  
2. F'dawn ir-regolamenti, kemm-il darba r-rabta tal-kliem ma tehtiegħ xort'oħra — Tifsir.
  - “Att” tfisser l-Att ta' l-1980 dwar il-Kontroll tal-Prezzijet tal-Bini;
  - “Tribunal” tfisser it-Tribunal għall-Kontroll tal-Prezzijet tal-Bini mwaqqaf bl-artikolu 9 ta' l-Att.
  
3. (1) Persuna li tippreżenta rikors jew risposta fit-Tribunal, għandha flimkien mar-rikors jew mar-risposta tippreżenta fir-Registru tat-Tribunal: Produzzjoni ta' dokumenti u lista ta' xhieda.
  - (a) id-dokumenti kollha fil-pussess tagħha li jkollha l-ħsieb li tagħmel referenza għalihom b'sustenn tal-każ tagħha;
  - (b) lista tad-dokumenti kollha, li mhux fil-pussess tagħha, iżda li taf li jeżistu, li għalihom ikollha l-ħsieb li tagħmel referenza b'sustenn tal-każ tagħha; u
  - (c) lista tax-xhieda li jkollha l-ħsieb tipproduci, inkluża t-taħrika tal-parti l-oħra, li tiddikjara dwar kull wieħed minnhom il-prova li jkollha l-ħsieb tistabbilixxi bix-xiehda tagħhom.
  
- (2) Id-dokumenti u l-listi msemmija fil-paragrafu (1) ta' dan ir-regolament għandhom jiġu pprezentati b'nota.
  
4. Ma jista' jingiebb ebda xhud li ismu ma jkunx ingħata fil-lista msemmija fir-regolament 3, kemm-il darba t-Tribunal ma jkunx sodisfatt li x-xhud ma kienx magħruf lill-parti fiż-żmien meta gie pprezentat ir-rikors jew ir-risposta, skond il-każ, jew li l-ħtieġa li jingiebb ix-xhud qamet f'xi żmien wara l-prezentata tar-rikors jew tar-risposta, jew kemm-il darba l-parti opposta ma tagħtix il-kunsens tagħha. Ebda xhieda oħra ma jistgħu jingiebbu.
  
5. Meta xi dokument ma jingiebbx jew ma jkunx inkluż fil-lista msemmija fir-regolament 3, il-produzzjoni tiegħu tithalla biss: Każijiet li fihom hi preskritta l-produzzjoni ta' dokumenti oħra.
  - (a) jekk, minkejja d-diligenza kollha xierqa, id-dokumenti ma setgħux jingiebbu qabel il-prezentata tar-rikors jew tar-risposta li magħhom kellhom jingabu, u l-prezentata tar-rikors jew tar-risposta ma setgħetx, bla preġudizzju, tithalla għal aktar tard; jew

(b) jekk it-Tribunal ikun sodisfatt mill-htiega jew mill-espedjenza li jkollu d-dokument quddiemu: izda, it-Tribunal jista' meta jiddeciedi fuq l-ispejjez tal-kawza, iqis il-produzzjoni tardiva tad-dokument; jew

(c) jekk il-parti opposta, b'nota separata jew b'annotazzjoni fil-margini jew fit-tarf tan-nota li biha gie prodott id-dokument, tagħti l-kunsens tagħha; jew

(d) jekk jiġi pruvat, li l-parti li tipproduci d-dokument, ma kenitx taf bih, jew ma setgħatx, bil-mezzi provduti bil-liġi, tipproducih fiż-żmien xieraq; jew

(e) jekk id-dokument li għandu jiġi prodott ikun ktieb jew karta oħra fl-originali, li kopji tagħhom jew estratti minnhom, dwar il-kwistjoni, kienu prodotti fiż-żmien xieraq.

L.N. 17 of 1985

**BUILDING (PRICE CONTROL) ACT, 1980**  
**(ACT NO. XXVI OF 1980)**

**Building (Price Control) (Evidence) Regulations, 1985**

IN virtue of the powers conferred by section 17 of the Building (Price Control) Act, 1980, the Senior Deputy Prime Minister and Minister of Justice and Parliamentary Affairs has made the following regulations: —

1. These regulations may be cited as the Building (Price Control) (Evidence) Regulations, 1985. Citation.
  
2. In these regulations, unless the context otherwise requires — Interpretation.
  - “Act” means the Building (Price Control) Act, 1980;
  - “Tribunal” means the Building (Price Control) Tribunal established by section 9 of the Act.
  
3. (1) A person filing an application or reply in the Tribunal, shall together with the application or reply file in the Registry of the Tribunal: Production of documents and list of witnesses.
  - (a) all the documents in his possession to which he intends to make reference in support of his case;
  - (b) a list of all documents, not in his possession, but of the existence of which he is aware, to which he intends to make reference in support of his case; and
  - (c) a list of witnesses he intends to produce, including the subpoena of the other party, stating in respect of each of them the proof he intends to establish by their evidence.
  
- (2) The documents and lists referred to in paragraph (1) of this regulation shall be filed by means of a note.
  
4. No witness may be produced whose name is not given in the list referred to in regulation 3, unless the Tribunal is satisfied that the witness was not known to the party at the time of filing the application or the reply, as the case may be, or that the necessity of producing the witness arose at any time after the filing of the application or reply, or unless the opposite party gives his consent. No further witnesses may be produced.
  
5. Where any document is not produced or is not included in the list referred to in regulation 3, its production shall only be allowed: Cases in which production of other documents is prescribed.
  - (a) if, notwithstanding all due diligence, the documents could not be obtained before the filing of the application or of the reply with which it should have been produced, and the filing of the application or the reply could not, without prejudice, be delayed; or
  - (b) if the Tribunal is satisfied of the necessity or expediency of having the document before it: provided that the Tribunal may in adjudging the costs of the cause, take into account the tardy production of the document; or

(c) if the opposite party, by a separate note, or by an annotation in the margin or at the foot of the note by which the document is produced, gives his consent thereto; or

(d) if it is proved, that the party producing the document, had not been aware of it, or could not, with the means provided by law, have produced it in due time; or

(e) if the document to be produced is a book or other paper in the original, copies whereof or extracts wherefrom, relating to the matter at issue, were produced in due time.