### Perit GIORGIO SCHEMBRI B.E. & A. (Hons) A&CE

ARCHITECT AND CIVIL ENGINEER

6, Xorrox Street, Birkirkara, BKR 1632

Email address:

giorgios@maltanet.net giorgio376@gmail.com

Mobile Number:

7904 7225

Reference:

V20190319

19th March 2019

## Ref: Inspection Report at "Palazzo Gerxija", Wardija, Limits of Saint Paul's Bay.

The undersigned architect and civil engineer is hereby certifying that he has inspected the property on the 18th of March 2019 at Palazzo Gerxija, Wardija, Limits of Saint Paul's Bay, property of Mr. Patrick Spiteri (43465M). The purpose of this inspection is to prepare a report on the present condition of this property which is further more sustained with the attached documents.

This property consists of a small palace like house possibly dated in the thirteenth century, situated in the Rural Areas of Wardija. It has a main entrance located on the main façade and other two secondary entrances on each side of the property. Based on two floors, this palazzo has a large hall located at the main entrance, kitchen and dining room at one side, living room and two box rooms on the other side at ground floor level, a flight stairs which connects the ground floor with the first floor level. Also there are one main bedroom and two spare bedrooms all having a bathroom, an internal yard with a small staircase leading to the roof and a terrace overlooking the valley views at first floor level. (Kindly refer to the attached plans which have been done on 2008, 2009; such drawings have been checked on site and declared as valid documents.)

This property also had original features of a typical rural settlement; some of which included the use of the timber beams and stone slabs for roofing. The façade of this Maltese palazzo consisting of a flat elevation (i.e. no decorations) has seventeen

Inspection Report - Palazzo Gerxija - Wardija.

metres thirty centimetres (17.30m) width circa and two storeys high (refer to the attached photos). The structure is composed with masonry walls, stone slabs, stone corbels, arches and wooden beams as structural slabs.

The condition of this house is said to be in a good state of repair. It was evident that major restoration works have been done to preserve the natural state of this property so as to make of the damages stated in my report dated 19th September 2008.

Internally, some of the structural members like broken stone roof slabs and heavily deteriorated stones in walls have been reinstated. Timber beams which need to be checked were looked after. Attention was given to the Franka Slabs known as "Cangatura" some of which were restored despite previous mechanical abrasion and excessive damp conditions.

Attention was given to the Stone members forming the internal stairs; some of them are still damaged and need to be replaced.

In general, the interior finishes need to be done from scratch as it has been already mentioned in my previous report. Internal and external apertures should be replaced, Plaster, pointing and paintwork need to be reinstated. Services to be done from scratch including water and electricity fittings and accessories, surface water run off drainage and foul water drainage systems. Also bathrooms and kitchen tiles and fittings need to be replaced.

Considering the above condition of this property at present, the minimum basic amenities are not met and therefore in my opinion it is not suitable for habitation. In fact, during the site inspection it was found that the property is not inhabited. The present condition of this property should not be interpreted to mean that it does not have the potential for future rehabilitation and therefore made habitable. This is due to the fact that the property meets the regulations according to sanitary laws with respect to ventilation and natural lighting to the internal environment. Moreover, due

Inspection Report – Palazzo Gerxija – Wardija.

to the fact that this property was built prior to 1967, no building permits were found at the Planning Authority.

Furthermore, I refer to the contract dated 10<sup>th</sup> of May 1994 in the records of the notary Dr. Antoine Agius, where the property owned by Mr. Patrick Spiteri is described in 3 paragraphs; paragraph a, b and c.

I note that the land measuring 1597 Square meters (circa) and marked A in the attached site plan is not farmed and therefore it forms part of the immediate grounds to the Palazzo, the Chapel and swimming pool.

The Land marked B in the attached site plan measuring 4604 Square metres (circa) as described in paragraph b of the above mentioned contract were found to be cultivated but I was told by Patrick Spiteri that the farmer may be given notice at any time to leave. On this stretch of land, there is a building as may be seen from the plans consisting of 3 unused rooms which may have been used as stables in the past. (Refer to Extract form the Planning Authority Imagery 1968).

The last stretch of land marked C measures circa 18,527 Square Metres as described in paragraph c of the above mentioned contract are all cultivated by farmers who are subject to pay a yearly rent known as "qbiela".

Inspection/Report - Palazzo Gerxija - Wardija.

A market analysis of estates in this area with similar characteristics to the mentioned properties has been carried out. In conjunction to all the above, the location, the amenities and other aspects that may have an influence on the open market value on these properties which partly are subject to a *pious burthens* in perpetuity of Lm9.80c 8m (in Maltese Lira), the undersigned is hereby considering a value of the latter to be equivalent to **Seven Million and Five Hundred Thousand Euro** (€7,500,000).

These values have been derived assuming that there are no onerous restrictions or unusual outgoings or encumbrances of which I have no knowledge.

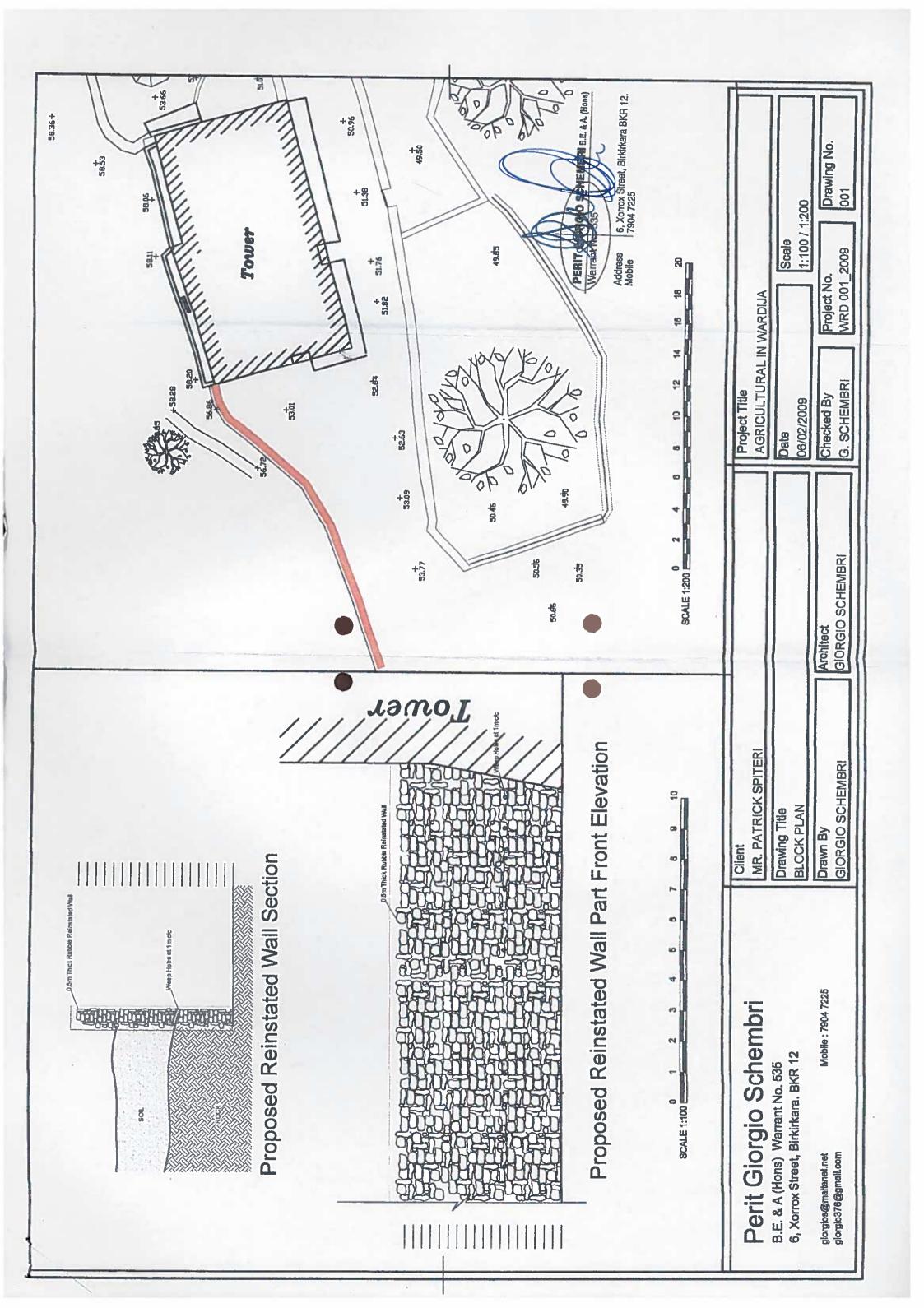
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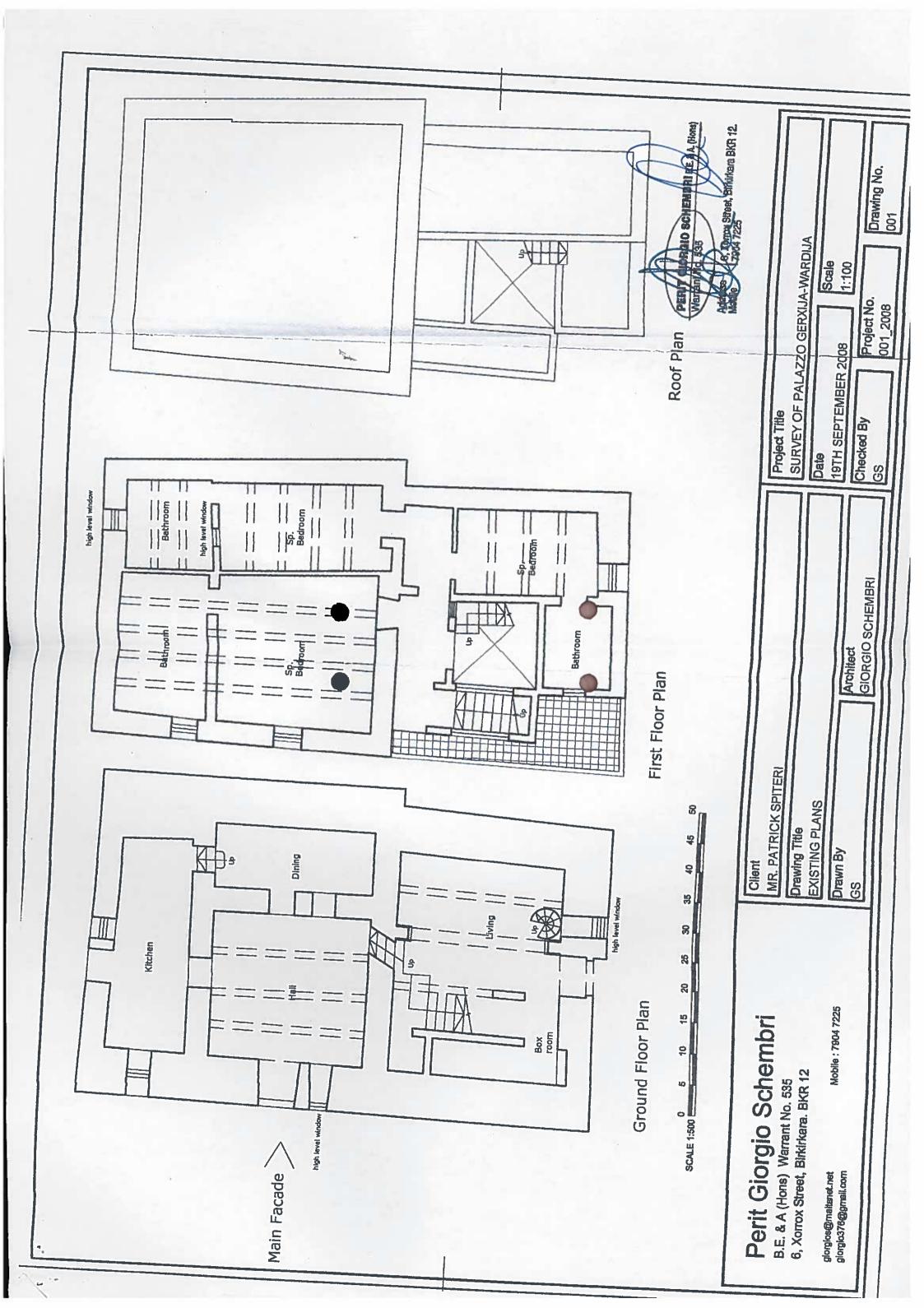
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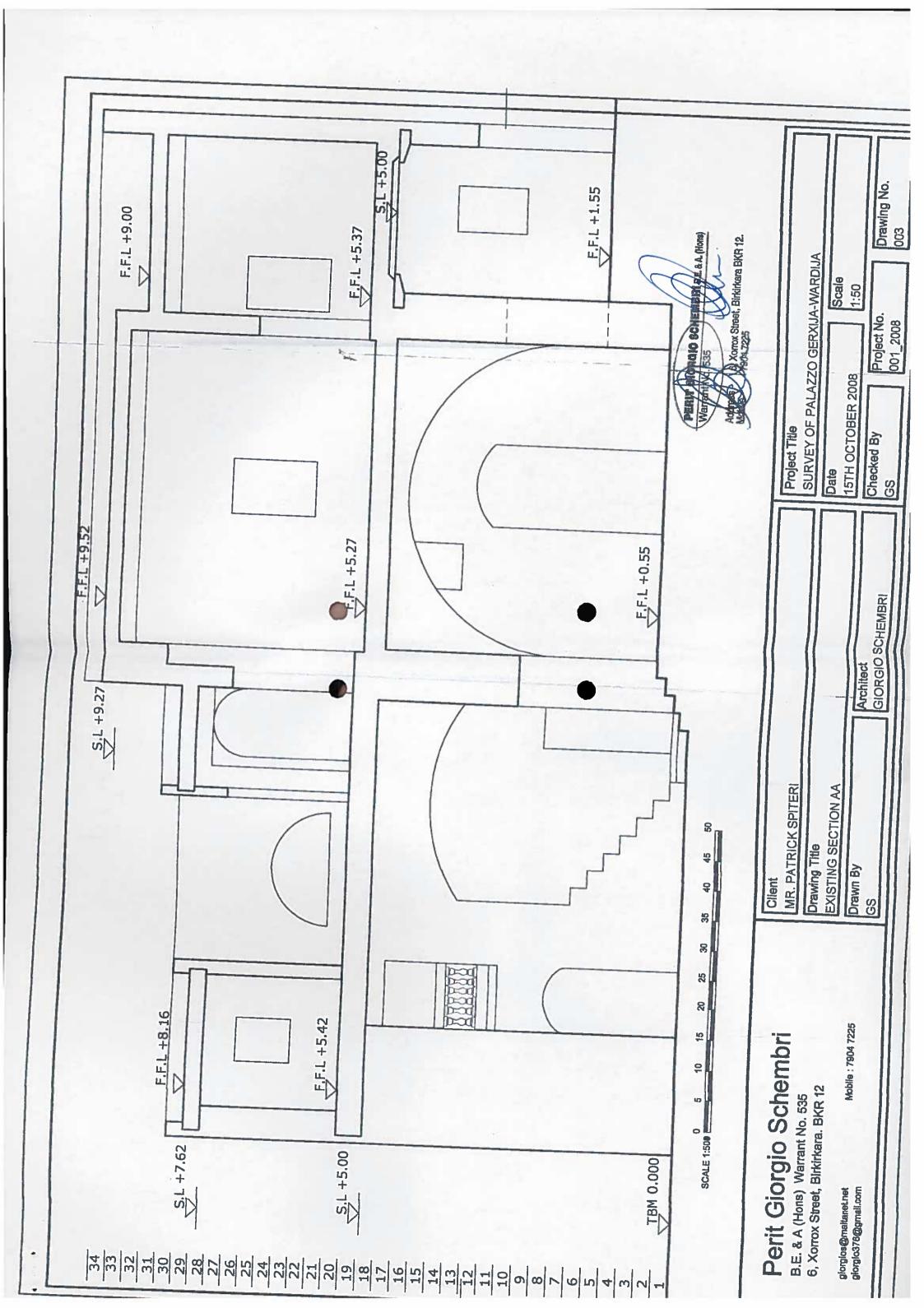
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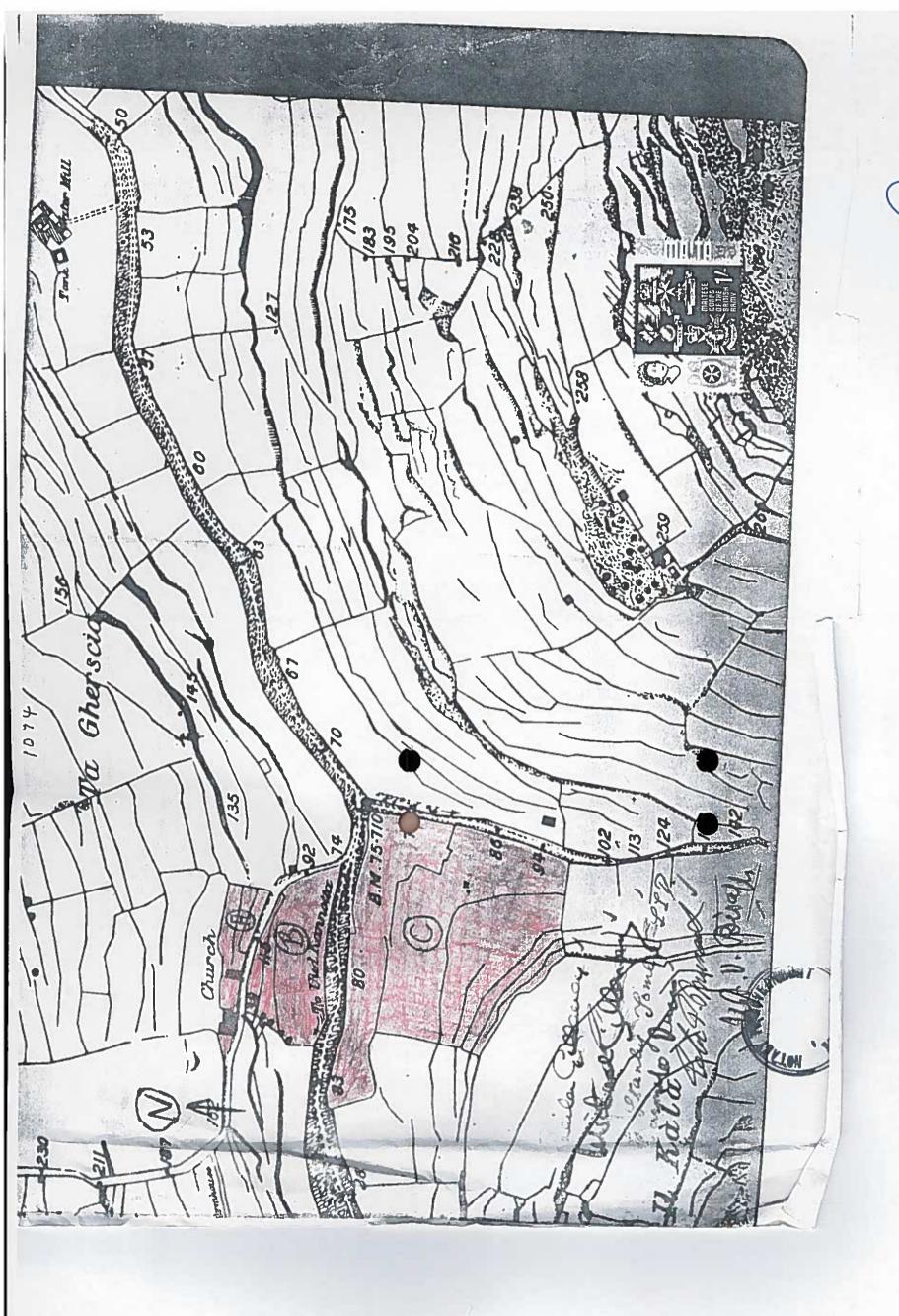
Inspecțion Report - Palazzo Gerxija - Wardija.













The lents (10) day that me hashed only Before me Notary Public Doctor Antoine Agius, duly admitted and sworn, have personally appeared after I Notary have ascertained the identity of the parties according to Law:-Of the one part and hereinafter referred to as 'the vendor' |:-Sheila Gilleney O'Brien daughter of the late Edmond Ironeside Bremner and of Luna Mary nee Gifford, born in London, England and residing at Wardija holder of Maltese Identity Card Number 1002102 (A)) The weeder is unper of Celbert Poles D'Oscen formeally wedow of Michael Callendy Of the second part and hereinafter referred to as 'the purchaser' :- Advocate Doctor of Laws, Patrick Spiteri, a son of Joseph and Maria nee Borg born in Attard and residing at Balzan (holder of Maltese Identity Card Number 43465(M)) Of the third part the Reverend Father James Bonello son of and residing at Santa Agatha in Rabat, Malta, and who is appearing on this deed in his capacity as the Very Reverend Father Superior of the Maltese Missionary Society of Saint Paul of Rabat and as such for and on behalf of the said society; By virtue of this deed the vendor sells, transfer and conveys to the purchaser who accepts, purchases and acquires three parcels of land known as the lands 'Ta Giar' or 'Ta Gherxija' situated in the district named Ta' Wied Qannotta within the parochial limits of Saint Paul's Bay, which lands comprises: (a) a plot of land consisting of four adjoining fields containing a farmhouse, which is unnumbered and a Chapel dedicated to the Nativity of the Blessed Virgin Mary , the said plot measuring one thousand five hundred and ninety seven metres squared (1597m2) inclusive of the area occupied by the said farmhouse and Chapel and being bordered on the North by property of Salvatore Agius, on the East by property of Angelo Micallef and on the South by Tal-Gherxija Lane, as shown coloured in red and marked "A" in the plan which is annexed as Document "C" in the deed of sale published by Notary Victor Bisazza on the sixteenth (16th) July nineteen hundred and sixty nine (1969): The treed formance and Chafel are surremarked an all sells by the land filet.

(b) another plot of land situated between "Tal-Gherxija Lane" and "Wied Qannotta Valley" consisting of three adjoining fields measuring four thousand six hundred and four metres squared (4604m2)and being bordered on the north by Tal-Gherxija Lane, on the West by property of Gio Maria Vella and on the South by Qannotta Valley, as shown coloured in red

and marked "B" on the said attached plan;

(c) another plot of land to the South of "Wied Qannotta Valley" consisting of three adjoining fields at different levels which contain two wells and a small rural room without a number, measuring eighteen thousand five hundred and twenty seven metres squared (18,527m2)inclusive of the area of the land on which the small rural room is constructed, and being bordered on the North by Qannotta Valley, on the West by property of Joseph Caruana and on the East also by "Qannotta Valley" as shown coloured in red and marked "C" on the above mentioned plan. A plant of the field with the said lands are together subject to pious burthens in perpetuity amounting to nine Maltese liri eighty cents and

perpetuity amounting to nine Maltese liri eighty cents and eight mils (Lm 9.80,8) per annum, which pious burthens shall however be paid at all times by the original owner namely the Maltese Missionary Society of Saint Paul, Rabat. All the above mentions profulf is entignored and is leastly to the following the salve mentions profulf is entignored and is leastly to the salve mentions and in leastly to the salve mentions and the salve to the salve mentions are together subject to pious burthens in perpetuity amounting to nine Maltese liri eighty cents and however be paid at all times by the original owner namely the Maltese Missionary Society of Saint Paul, Rabat.

The sale is being made and accepted under the following terms and conditions;

- 1. This tand is being sold for the price of one hundred thousand Maltese Liri (100,000) under the following terms and conditions:
  - (a) The purchaser is paying the vendor on this contract the sum of twenty thousand lire (Lm20,000) which amount vendor declares to be receiving and leaves due receipt.
  - (b) The balance of eighty thousand Maltese liri (Lm80,000) is to be paid under the following conditions:
    - (i) this amount is to be paid in ten quarterly equal and consecutive instalments of eight thousand Maltese liri (Lm8,000) each; with the first instalment being due on the thirtieth (30th) April nineteen hundred and ninety four (1994), fiftee day of May of the consequent
    - (ii) these instalments are payable without interest.

Provided however that if purchaser fails to pay punctually, one instalment then the vendor has the right to claim the full balance still outstanding at the time.



For the purposes of this section the Purchaser is deemed to be in default if he fails to pay instalment due within fifteen days from notification of a judicial letter demanding payment.

- (c) Without prejudice to sub-clause (b) above interest at eight per cent (8%) per annum is due for any payments not paid on the due date and control interest in france dull when the includent is due.
- 2. The parties agree that Vendor should occupy the property hereby being sold by title of commodatum under the following terms and conditions:
  - (a) the Vendor has the right to occupy the said property under the said legal title for the duration of her lifetime.
  - (b) the Vendor cannot transfer by any title her said right to third parties.
  - (c) this right is given exclusively and personally to the Vendor, to the exclusion of everybody else including her husband.
  - (d) Vendor has the right to terminate this agreement at any time, in which case Purchaser binds himself to pay Vendor the outstanding balance of the purchase price within six months from the exercise of this option.

Provided however if at the time this option is exercised by Vendor the outstanding balance due is less than forty thousand Maltese Liri (Lm40,000) then the Purchaser is to pay the amount due within three months instead of six months.

- 3. Purchaser has the right to visit the property whilst occupied by Vendor provided a suitable arrangement for such visit is agreed to between both parties.
- 4. Purchaser is to receive rents due or other benefits arising from the property being sold as from today.
- 5. All ordinary repairs during the time of occupation of the property by Vendor are to be borne by her whilst all extraordinary repairs are to be borne by Purchaser.

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- 6. Purchaser declares that he is aware that the fields forming part of the property being sold are presently held by title of lease by various tenants.
- 7. Purchaser in agreement with vendor, during the time that vendor remains in occupation of the property being sold shall insure and at all times keep insured this property to the full insurable value with a recognised insurance company against loss or damage by fire, theft, explosion and such other risks as are customarily insured against in respect of properties of similar character.

8. Vendor is warranting the peaceful possession of this property in terms of law by a small highlight of the tendor's purposes yould pulled follows.

- 9. Without prejudice to Clause five (5) above Purchaser binds himself to contribute to the ordinary maintenance of the property being transferred by virtue of this agreement up to a maximum of six hundred Maltese Liri (Lm 600) annually. Provided however that if due to inflation the value of the said currency decreases in value then the Purchaser binds himself to pay the additional amount to cover such inflation.
- 10. Provided also that the handyman or person who is to carry out such maintenance is to be chosen by Purchaser and approved by Vendor.
- 11. Purchaser declares that he is aware that a piece of land forming part of the property being transferred is the subject of a court case between Vendor and a certain Vella, which case is still pending, and it is therefore being agreed that Vendor is assigning all her litigious rights of the court case in question to Purchaser.

Therefore Vendor is not warranting the peaceful possession of this piece of land.

Furthermore there appears Reverend Father James Bonello in his afore-mentioned capacity who refers to the conditions imposed upon vendor by virtue of the deed of sale published by Notary Victor Bisazza on the sixteenth (16) July nineteen hundred and sixty nine (1969) and hereby gives his consent and confirms this sale and transfer by vendor to purchaser under the following terms and conditions:

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- 1. The purchaser and his heirs may not at any time re-transfer the said Chapel under any title whatsoever to any person or person other than any legal heir in the direct line of the purchaser's family, in default whereof the said Chapel will revert ipso jure to the Missionary Society of Sain: Paul of Rabat without any obligation to refund to the present purchaser or to any other successor in title of any sums paid by them towards the considerations, improvements, disbursements or otherwise.
- 2. The Missionary of Saint Paul of Rabat reserves the right to hold in the said Chapel the Feast of the Nativity of the Blessed Virgin Mary which falls on the eight (8) of December in each year. The general public will have free access to the Chapel for the feast.
- 3. The purchaser may not make alterations, structural or otherwise, in the Chapel without the prior authorisation from the Archbishop's Curia.
- 4. The Chapel shall retain at all times its present nature, namely that of a Catholic Chapel.
- 5. The purchaser binds himself to inform the Missionary Society of Saint Paul of any proposed transfer to a third party of the property purchased which includes the said Chapelso that the above mentioned conditions be also included in such deed of transfer to which the Missionary Society of Saint Paul shall also be made to appear in confirmation of the same.
- 6. The above mentioned conditions are to be included by all successors in title to purchaser in all subsequent transfers of the said Chapel.

In warranty of the payment of the said price the vendor reserves hereon the special privilege competent to her by law on the property hereby being transferred.

For the purposes of Act seventeen (17) of the year one thousand nine hundred and ninety three (1993), I the undersigned Notary declare that the property being sold is not subject to the provisions contemplated by this Act for the vendor acquired the said property from the Missionary Society of Saint Paul by a deed of sale in the records of Notary Doctor Victor Bisazza of the sixteenth (16) July nineteen hundred and sixty nine (1969). The property in question was bequeathed to the Missionary Society of Saint Paul by Right Reverend Monsignor Giuseppe De Piro under his secret will and testament dated the eighth (8) day of February one thousand nine hundred and thirty two (1932) which was duly opened and published in Her Majesty's Civil Court Second Hall by Notary Count Giovanni Chapelle on the twenty sixth (26) September one thousand nine hundred and thirty three (1933)

September one thousand nine hundred and thirty three (1933) For the purposes of Act seventeen (17) of the year one thousand nine hundred and ninety three (1993), the duty on this deed amounts to see that Allie lake food and the Capital Gains Tax on this deed is not due for the vendor has been living in the said property since the year one thousand nine hundred and sixty inne (1969), that is over three (3) years exact as regards to the Class of the Care of the This deed has been by me read and published after I explained to West Danish Warsys links of Sat Pelish Rig. I Adde The purhes year that out of the alone whited prince the sen how that Hellie line is the price of the Chapel alove market White Coul and Carel me Renert low in Kalit MlL (3) Adde (hung what cand make 5488434)

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#### Perit GIORGIO SCHEMBRI B.E. & A. (Hons) A&CE

ARCHITECT AND CIVIL ENGINEER

6, Xorrox Street, Birkirkara, BKR 1632

Email address:

giorgios@maltanet.net

glorgio376@gmail.com

Mobile Number:

7904 7225

Reference:

R190908

19th September 2008

# Ref: Inspection Report at "Palazzo Gerxija", Wardija, Limits of Saint Paul's Bay.

The undersigned architect and civil engineer is hereby certifying that he has inspected the property on the 20<sup>th</sup> of August 2008 at Palazzo Gerxija, Wardija, Limits of Saint Paul's Bay, property of Mr. Patrick Spiteri. The purpose of this inspection is to prepare a report on the present condition of this property which is further more sustained with the attached documents.

This property consists of a small palace like house possibly dated in the sixteenth century, situated in the Rural Areas of Wardija. It has a main entrance located on the main façade and other two secondary entrances on each side of the property. Based on two floors, this palazzo has a large hall located at the main entrance, kitchen and dining room at one side, living room and two box rooms on the other side at ground floor level, a flight stairs which connects the ground floor with the first floor level. Also there are one main bedroom and two spare bedrooms all having a bathroom, an internal yard with a small staircase leading to the roof and a terrace overlooking the valley views at first floor level. (Kindly refer to the attached plans)

This property also has original features of a typical rural settlement; some of which include the use of the timber beams and stone slabs for roofing. The façade of this Maltese palazzo consisting of a flat elevation (i.e. no decorations) has seventeen metres thirty centimetres (17.30m) width circa and two storeys high (refer to the attached photos). The structure is composed with masonry walls, stone slabs, stone corbels, arches and wooden beams as structural slabs.

Inspection Report – Palazzo Gerxija – Wardija.

The condition of this house is said to be in a poor state of repair. Excessive vegetation on the exterior walls causing structural movements which results in excessive amounts of internal cracks at first floor (Kindly refer to the attached photos). In my opinion, one of the main causes of these cracks is directly related to the external vegetation. This can also be seen in the foundations of the palazzo where it is being suggested that roots and soil should be removed from the foundations and consolidated with concrete bedding along the perimeter of the foundations (Kindly refer to the attached photos).

Internally, some of the structural members like broken stone roof slabs and heavily deteriorated stones in walls need to be replaced. Timber beams need to be checked and if also needed to be tested as they seem to exhibit excessive insect decay "susa". Franka Slabs known as "Cangatura" need attention and some of which need to be replaced due to mechanical abrasion and excessive damp conditions.

Stone members forming the internal stairs also need attention as some of them are damaged and need to be replaced (Kindly refer to attached photos). These factors in my opinion are rendering the structure to be unstable.

In general, the interior finishes need to be done from scratch. Internal and external apertures should be replaced, Plaster, pointing and paintwork need to be reinstated. Services to be done from scratch including water and electricity fittings and accessories, surface water run off drainage and foul water drainage systems. Also bathrooms and kitchen tiles and fittings need to be replaced.

Considering the above condition of this property at present, the minimum basic amenities are not met and therefore in my opinion it is not suitable for habitation. The present condition of this property should not be interpreted at it does not have the potential for future rehabilitation and therefore made habitable. This is due to the fact that the property meets the regulations according to sanitary laws with respect to ventilation and natural lighting to the internal environment.

As a final note, it is suggested that a schedule of works shall be carefully planned for the civil and restoration works of this palazzo together with all the finishes needed. It is estimated that the period of works based on a suitable number of workers should be not

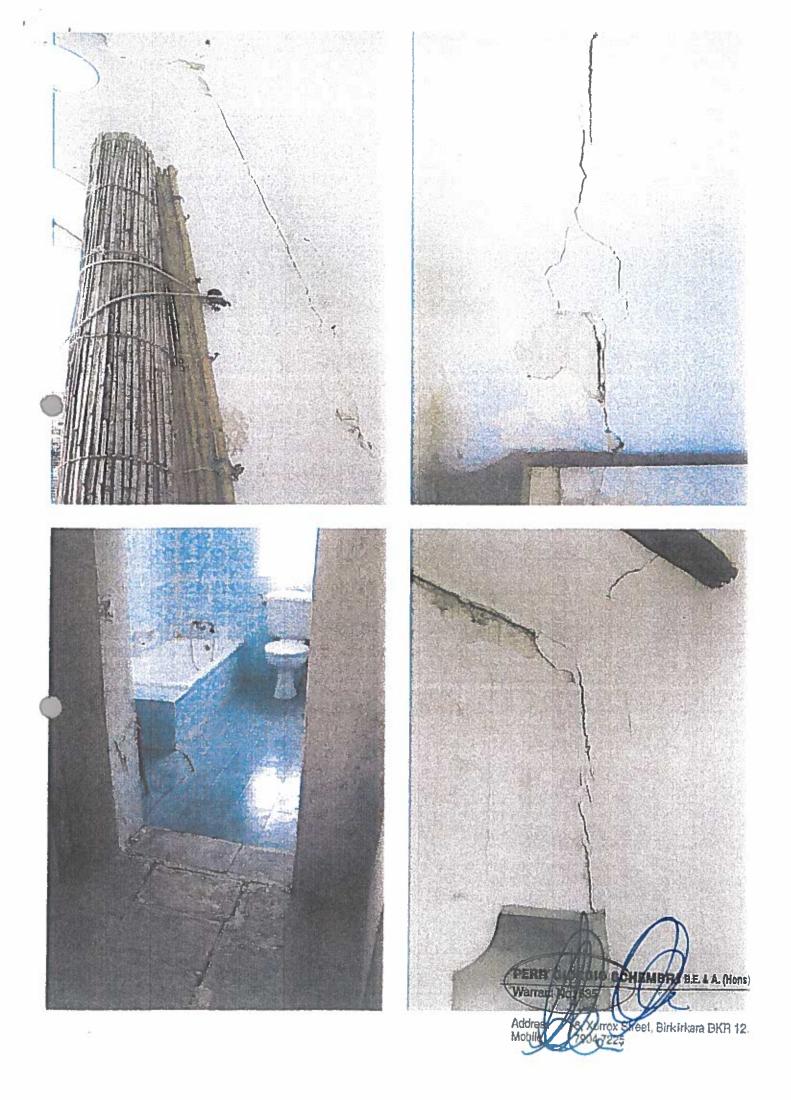
Inspection Report – Palazzo Gerxija – Wardija.

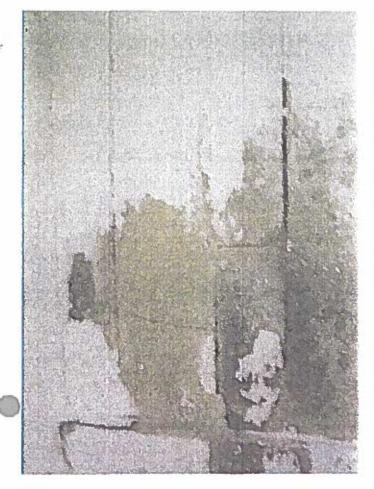
more than ten months which excludes Sundays and Public holidays. Furthermore, the undersigned concludes that this property has the potential for future rehabilitation.

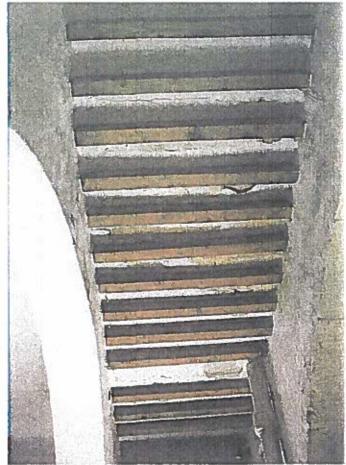
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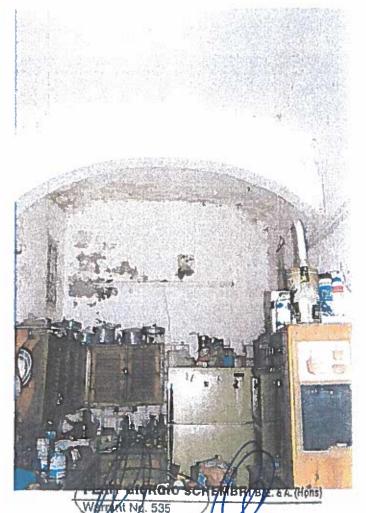
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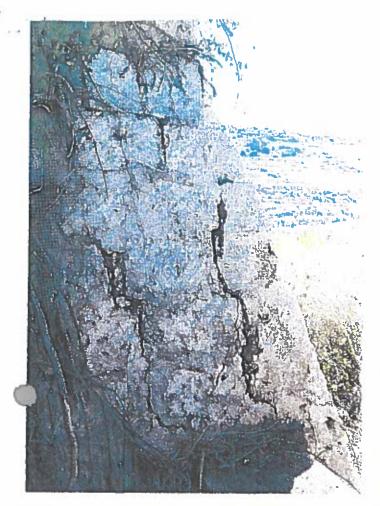




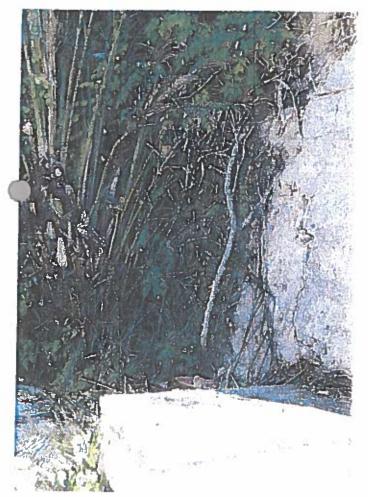




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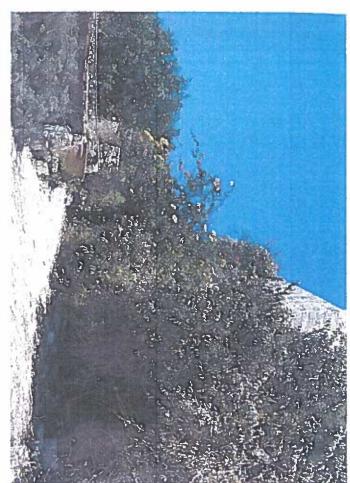


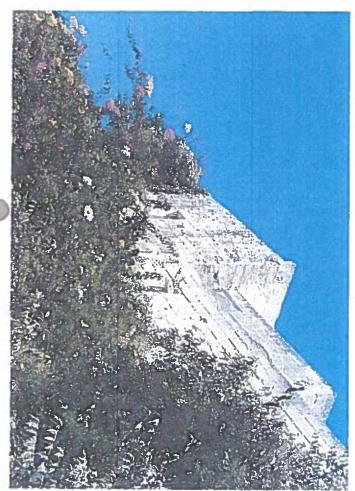




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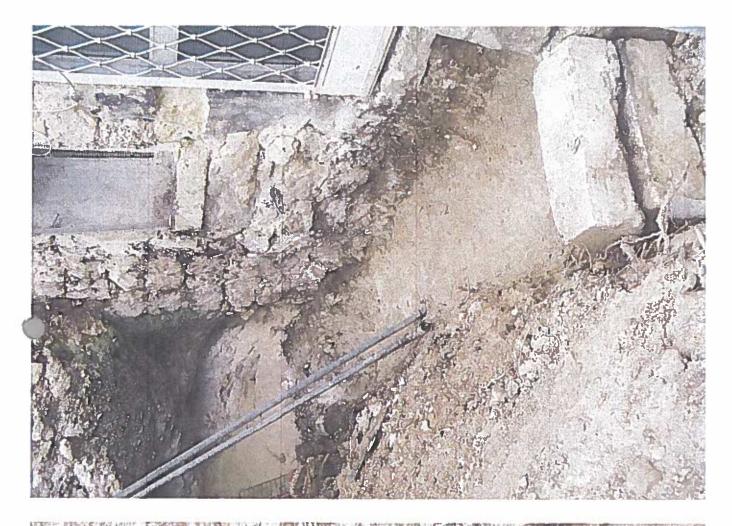
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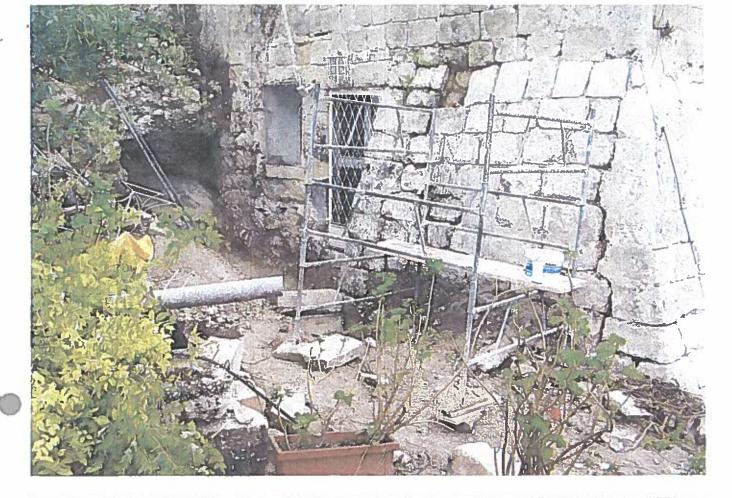
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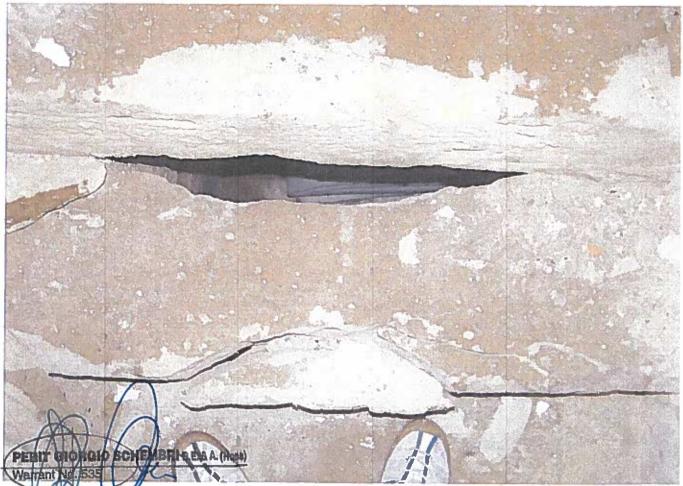






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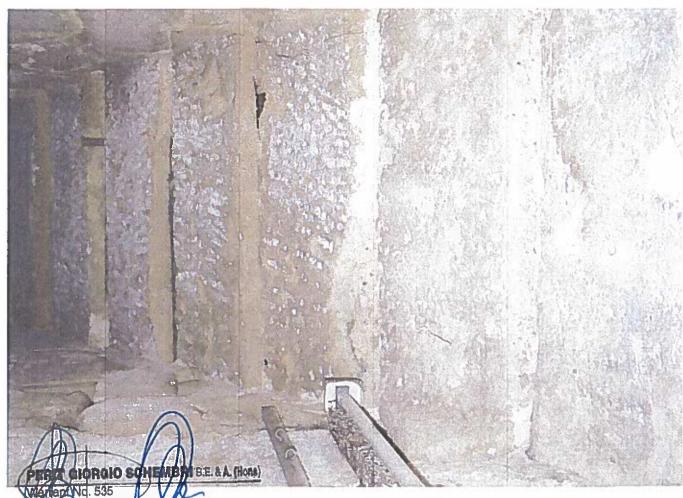
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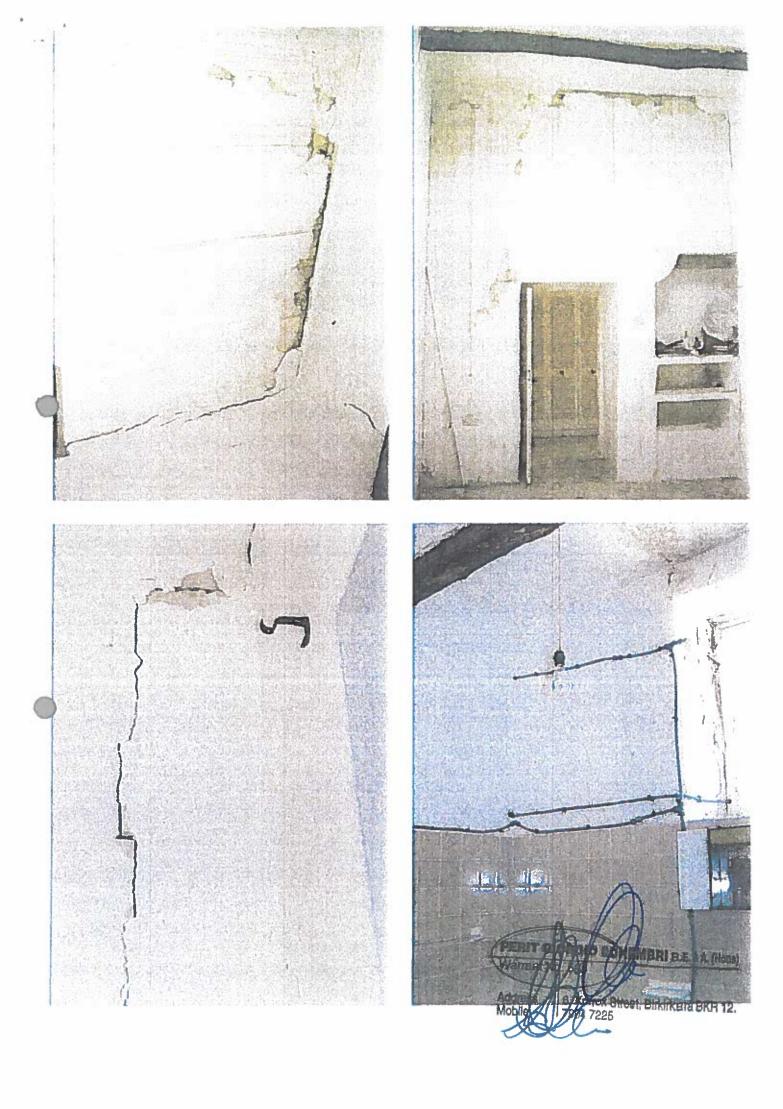


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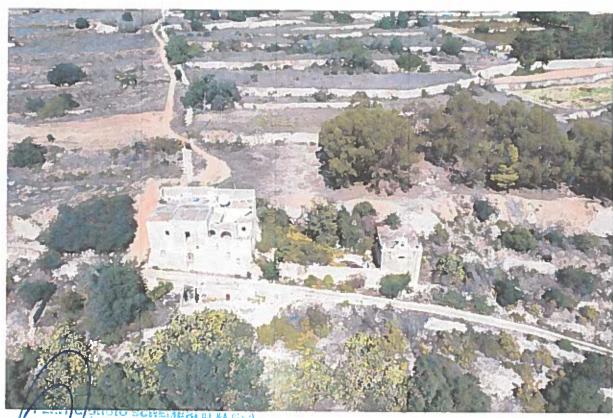
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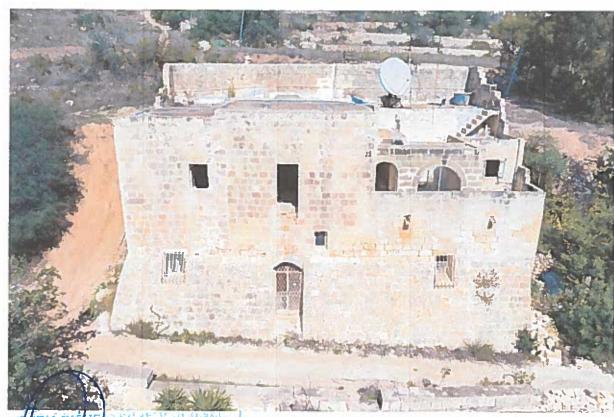


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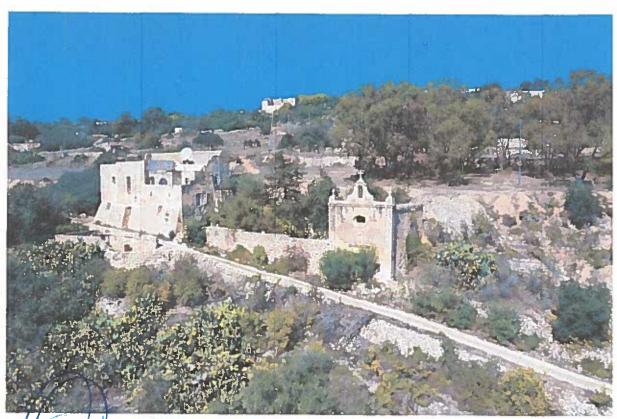
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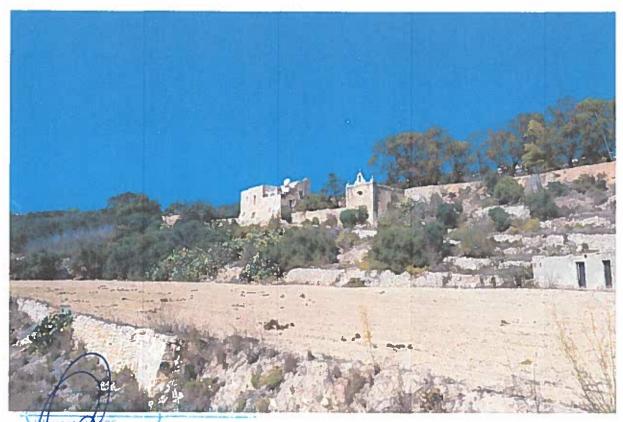
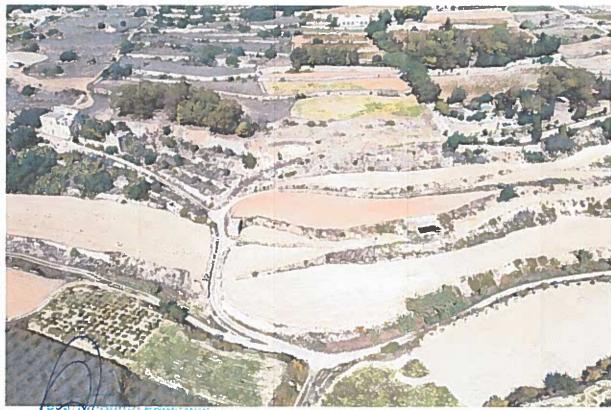


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### PART III EIGHTH SCHEDULE

### **Physical Attributes of Immovable Property**

Locality	St. Paul's Bay	Addre	ss Palazzo Gherxija	_
			Wied Qannotta	_
Total Footprint of			Wardija	
Area Transferred *	A: 1,597 sq.mt			_
	B: 4,604 sq. mt			
	C: 18,527sq. mt	Tick where applicable		
(Tick one box in each case except where indicated otherwise)				
Type of Property	Villa			
Type of Floherty	$\vdash$	Semi-Detached	Bungalow Flat/Apartment	
	Penthouse	Mezzanine	Maisonette X Farmhouse	
	Terraced House	Ground Floor Tenement		
Age of Premises	0-20 years	X Over 20 years	Pre WW2	
Cueroundines				
Surroundings	Sea View	X Country View	Urban	
Environment	X Quiet	Traffic	Entertainment Industrial	
State of				
Construction	X Shell	Semi-finished **	Finished ***	
Level of Finishes	Good			
		Adequate	X Poor	
Amenities	X With Garden	X With Pool	With Lift With Basement	
Tick as many as appropropriate	No Garage	X One Car Garage	Two Car Garage Multi Car Garage	
Airspace	X Ownership of	No Ownership of	Shared Ownership	
	Roof	Roof		
Includes all lands and gardens but excludes additional floors, roofs and washrooms				
	electricity, plumbing and floor tiles	rs, roojs ana wasnrooms		
** Includes ** plus bathrooms and apertures  ** Includes ** plus bathrooms and apertures				
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		-	-waterfield	-
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Architect's Stamp:

This is an official document for I say a seriote

Applicant's Signature:

Dritt imhallas Fee Paid