

FIL-PRIM' AWLA TAL-QORTI ĊIVILI

FL-ATTI TAS-SUBBASTA NUMRU 39/19

HSBC BANK MALTA P.L.C.

Versus

KHALED SHEHATA

(detentur tal-karta tal-identita' numru 330298M)

u

ANNA SHEHATA

(detentriċi tal-karta tal-identita' numru 745261M)



RELAZZJONI TAL-PERIT ROBERT C. VELLA
ESPERT TEKNIKU

FIL-PRIM' AWLA TAL-QORTI ĊIVILI

FL-ATTI TAS-SUBBASTA NUMRU 39/19

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KHALED SHEHATA
ANNA SHEHATA

RELAZZJONI TAL-PERIT ROBERT C. VELLA ESPERT TEKNIKU

Jesponi bir-rispett:

Illi b'digriet ta' din l-Onorabbli Qorti, fl-atti tal-mandat ta' Qbid ta' Hwejjeg Immobli fl-atti ta' Subbasta numru 39/19, l-esponent gie innominat bhala Espert Tekniku għall-fini tad-deskrizzjoni u valutazzjoni tal-propjeta seggwenti;

- *Fond (maisonette) bl-isem ta' Hurghada Numru 7, fi Triq San Luqa ġewwa San Pawl il-Baħar.*

Kopja tal-ħatra tal-esponent Perit Tekniku hija mhemuza u mmarkata bhala Dok A.

Għaldaqstant l-esponent bagħat notifika ta' aċċess lill-intimati sabiex isir aċċess fuq il-post. Kopja tan-notifika hi mhemuza u mmarkata bhala Dok B. L-esponent Perit Tekniku żamm aċċess nhar is-Sibt 26 ta' Ottubru 2019 fil-presenza tal-intimat hekk kif indikat fl-ittra mhemuza.

Għaldaqstant, wara li zamm aċċess fuq il-fond fil-mertu ta' din is-subbasta, l-esponent Perit Tekniku qed jirrelata dan li ġej, għall-ahjar konsiderazzjoni ta' din l-Onorabbli Qorti.

1. DESKRIZZJONI

Il-post inkwistjoni huwa magħruf bħala maisonette bl-isem ta' Hurghada, numru 7 fi Triq San Luqa, ġewwa San Pawl il-Baħar. Dan il-fond jinsab f' zona residenzjali, bil-maisonette fil-pjan terran sottostanti żewġ appartamenti oħra propjeta ta' terzi. Dan is-sit jinsab 7.9 metri mill-kantuniera ma' Triq il-Kaħli. Il-maisonette bil-komunjoni tal-bejt u l-arja mal-appartamenti l-oħra fl-istess blokka, huwa aċċessibli minn entrata privata li tisbokka fi Triq San Luqa. Il-bejt huwa aċċessibli minn tarag komuni li jinsab fuq ix-xellug tal-blokka, liema tarag iservi ukoll ta' aċċess għaż-żewġ appartamenti l-oħra li huma sovrapposti għal fond inkwestjoni. L-entrata għat-tarag komuni hija separata minn dik tal-fond inkwistjoni u tisbokka ukoll fi Triq San Luqa.

Il-blokk, li minnha jagħmel parti l-fond inkwestjoni, huwa konfinanti mil-Grigal mal-imsemmija Triq San Luqa u mill-irjieħ l-oħra kollha minn propjeta ta' terzi. L-imsemmi fond jinsab delinejat bl-aħmar fuq is- '*site plan*' hawn annessa u mmarkata Dok. C u fir-ritratt tal-faccata hawn anness u mmarkat Dok. D.

Il-bieb ta' barra tal-fond inkwestjoni, huwa tal-injam b'fetha tal-ħġieg u mdawwar b'żewġ twieqi. Meta wieħed jidhol mill-bieb ta' barra isib is-salott. Din il-kamra fiha ċirka 14 metri kwadri u tagħti aċċess għall-kurutur li jwassal għal kumplement tal-kmamar l-oħra. Dejjem fuq in-

naħa tax-xellug hekk kif tibda dieħel minn ġol-kurutur lejn in-naħa ta' ġewwa, issib il-kamra tas-sodda matrimonjali bl-aċċess għal-bitħa interna, kamra tal-banju u fit-tarf tal-kurutur issib il-kċina li fiha ċirka 14 metri kwadri bl-aċċess kemm għal-bitħa ta wara u kif ukoll għal-kamra tas-sodda oħra. Il-kamra tas-sodda matrimonjali, li fiha ċirka 16 metri kwadri, tieħu d-dawl u hija ventilata minn bieb li jħares għal fuq il-bitħa interna, filwaqt li il-kamra tas-sodda l-oħra, li fiha ċirka 11-il metru kwadru, tieħu d-dawl u hija ventilata minn tieqa li tagħti għal fuq il-bitħa ta' wara. Il-bitħa interna tagħti aċċess għal-kamra zġħira ta' ċirka 0.7 metri kwadri li tintuza għal ħasil tal-ħwejjeġ. Kemm il-bitħa interna u kif ukoll il-bitħa ta' wara huma sugġetti għal servitu, inkuz id-dritt ta' terzi li jħarsu għal fuq dawn il-btieħi (*overlooking right*).

2. KEJL

Il-maisonette jokkupa *area* ta' ċirka 109 metri kwadri, li minnhom ċirka 80 metru kwadri huma mibnijja, kif deskritt permezz tal-pjanta mhemuza u mmarkata bhala Dok E. L-ġholi tal-kmamar abitabli jvarja bejn 2.81 metri u 3 metri. Dan il-kejl huwa approssimattiv u għal skop ta' valutazzjoni biss.

3. KOSTRUZZJONI U FINITURI

Il-ħitan huma tal-ġebel tal-franka u s-soqfa huma tal-konkos rinfurzat mghottijja b'suffett. Il-post huwa fi stat komplut u abitabli. Huwa miksi u mbajjad u l-faċċata qeda parti fuq il-fil u partijiet oħra mghottijja bl-irham. Is-servizzi tad-dawl, tal-ilma u tad-dranagġ huma mgħoddija. L-art tal-maisonette miksija bil-madum. L-aperturi esterni tal-faċċata li jgħatu għal Triq San Luqa huma tal-injam *single glazing*. L-aperturi

esterni l-oħra huma tal-*aluminium* u tal-ħadid *single glazing*. L-aperturi interni huma tal-injam. Il-kmamar tal-banju miksijin bil-madum sas-saqaf u l-aċċessorji huma taċ-ċeramika. Il-post hu generalment miżmun fi stat tajjeb ta' manutenzjoni iżda l-finituri mhumiex moderni. Jirreferu ir-ritratti mir-Rekord Fotografiku tas-26 ta' Ottubru 2019 mhemuż bħala Dok F.

4. LEGIŻLAZZJONI

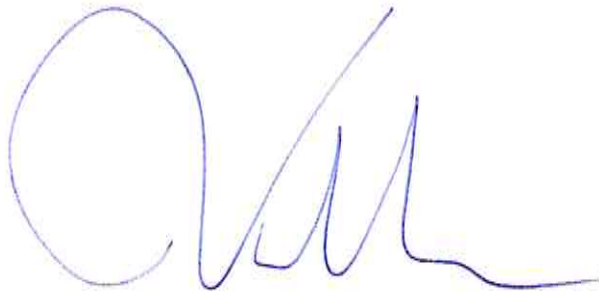
L-esponent Perit Tekniku għamel riċerka fl-arkivji tal-Awtorita' tal-Ippjanar fejn gie stabilit li il-bini tal-pjan terran kien eżżistenti fl-1968. Fir-riċerka instab ukoll li kien hemm permess tal-bini numru P2304/2002/65 biex jinbnew residenzi godda. Liema permess gie maħruġ mid-Dipartiment tal-Ħidma Publika fit-2 ta' Ottubru 1965, iżda gie ikkanċċellat. Instab ukoll permess tal-bini numru P202/67/2002/65 biex jinbena it-tieni sular. Dan il-permess gie maħruġ mill-istess Awtorita fis-27 ta' Jannar 1965. Instab ukoll pemress ieħor tal-bini numru P3358/2432/80 biex isiru alterazzjonijiet mal-faċċata skont il-pjanti emendati li ġew sottomessi. Liema permess gie maħruġ mill-istess Awtorita fis-22 ta' Ottubru 1980. Huwa nnutat li l-bieb estern tal-masionette inkwistjoni mhux muri fuq dan il-permess. Kopja ta' dan il-permess tal-bini hu mhemuż u mmarkat bħala Dok G.

Il-post inkwistjoni huwa suġġett għall-kundizzjonijiet kollha elenkati fil-kuntratt relattiv tas-sitta ta' Settembru 2011, fl *atti* tan-Nutar Dottor Mario Rosario Bonello, li kopja tiegħu qed tigi hawn mhemuża u mmarkata bħala Dok H.

STIMA TAL-FOND

Wara li għamel dak kollu li titlob l-Arti, b'konsiderazzjoni tal-punti hawn fuq imsemmija u kif ukoll il-valur tal-propjeta fil-prezent, l-esponent qiegħed jistma l-valur tal-fond fil-pjan terran; maisonette bl-isem ta' Hurghada, numru 7 fi Triq San Luqa, ġewwa San Pawl il-Baħar, u terz ta' l-arja sovrapposta bis-somma ta' **tlett mijja u għoxrin elf Euro (€320,000)**.

Daqstant għandu l-unur x'jirrelata l-esponent Perit Tekniku għas-savju konsiderazzjoni ta' din l-Onorabbli Qorti.



Perit Robert C. Vella

25/5 Menton Court, Triq Sir Adrian Dingli,
Sliema SLM 1904

Data: 21 ta' Novembru, 2019 illgħm 04 ta' Dicembru 2019

Ippreżentata mill Perit Robert C. Vella

B'/Bla dok 11 dokumenti

Dokumenti mhemuża ma' din ir-relazzjoni:-

- | | |
|--------|--|
| Dok A: | Kopja tal-hatra tal-esponent Perit Tekniku bhala espert |
| Dok B: | Notifika ta' Aċċess |
| Dok C: | Site Plan - Pjanta tar-Registru tal-Artijiet |
| Dok D: | Ritratt tal-Faccata |
| Dok E: | Pjanta tal-Post |
| Dok F: | Rekord Fotografiku |
| Dok G: | Kopja tal- permess tal-bini mahruġ mill-Awtorita' tal-Ippjanar |
| Dok H: | Kopja tal-kuntratt tas- 6 ta' Settembru 2011, fl atti tan-Nutar Dottor Mario Rosario Bonello |
| Dok I: | Eighth Schedule |

illgħm →



Fil-Prim Awla' tal-Qorti Ċivili

Fl-Atti tas-Subbasta Nru. 39/19

HSBC Bank Malta p.l.c

vs

Khaled Shehata et

Lill: Perit Robert Vella

Inti mgharraf illi gejt mahtur bhala espert fl-atti tal-Mandat ta' Qbid ta' Fwejjeg Immobbli hawn fuq imsemmi sabiex taghmel deskrizzjoni tal-fond jew fondi indikat fir-rikors promotur u sabiex tfisser il-pizijiet, kirjiet u jeddiet ohra, sew reali kemm personali, jekk ikun hemm, li ghalihom dan il-fond jew fondi ikun suggett kif ukoll l-ahhar trasferiment tieghu, skond l-informazzjoni li jkun ha mill-kreditur jew mid-debitur.

Inti mitlub sabiex tigi tigbor l-inkartament relattiv mis- 7 ta' Ottubru 2019 'l quddiem filwaqt illi mgharraf illi ghandek sad- 9 ta' Dicembru 2019 sabiex tipprezenta r-rapport dettaljat tieghek.

A handwritten signature in blue ink, consisting of several loops and a horizontal line, positioned above a horizontal line.

Gaetana Aquilina
Deputat Registratur

ROBERT C. VELLA EN(USA), B.E.& A. (HONS.), A.& C. E.	PERIT
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It-Tlieta, 22 ta' Ottubru, 2019

Referenza: S03919

FIL-PRIM AWLA TAL-QORTI ĊIVILI**Subbasta 39/19**

HSBC Bank Malta p.l.c.

vs

Khaled Shehata

Anna Shehata

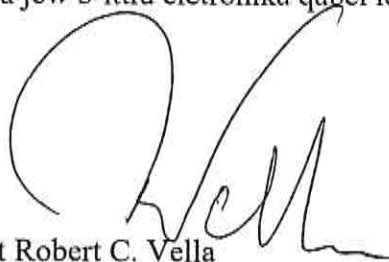
BIL-POSTA

NOTIFIKA TA' AĊĊESS

Bhala l-Perit Tekniku mahtur mill-Qorti Ċivili ta' Malta b'digriet sabiex nagħmel stima tal-fondi mertu ta'dan il-bejgh b'subbasta, qiegħed navzak illi ser isir aċċess hekk kif indikat:

DATA: Is-Sibt, 26 ta' Ottubru, 2019**HIN: 09:30am (disgha u nofs ta' filghodu)****POST: Maisonette Numru 7, 'Hurghada', Triq San Luqa, San Pawl il-Baħar**

Nitolbkom tavgaw lill-avukat tagħkom u tikkuntattjani fuq in-numri hawn taht imsemmija, bil-posta jew b-ittra elettronika qabel id-data tal-aċċess.



Perit Robert C. Vella

Esponenti: HSBC Bank Malta p.l.c.
32, Triq il-Merkanti, Valletta

Intimati: Khaled Shehata u Anna Shehata
7, 'Hurghada', Triq San Luqa, San Pawl il-Baħar

Dok. D

Maisonette 'Hurghada', Numru 7, Triq San Luqa, San Pawl il-Bahar

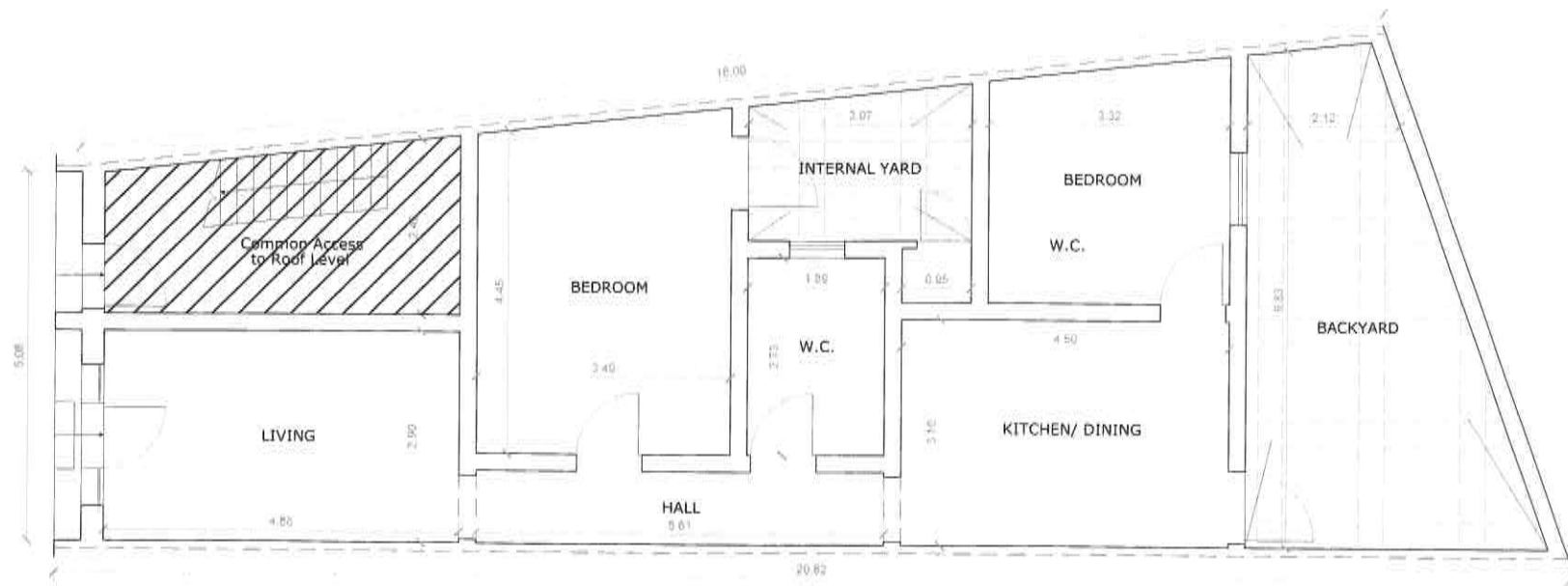
RITRATT TAL-FACCATA tas-26 ta' Novembru 2019



Faccata tal-blokka li tispokka fi Triq San Luqa

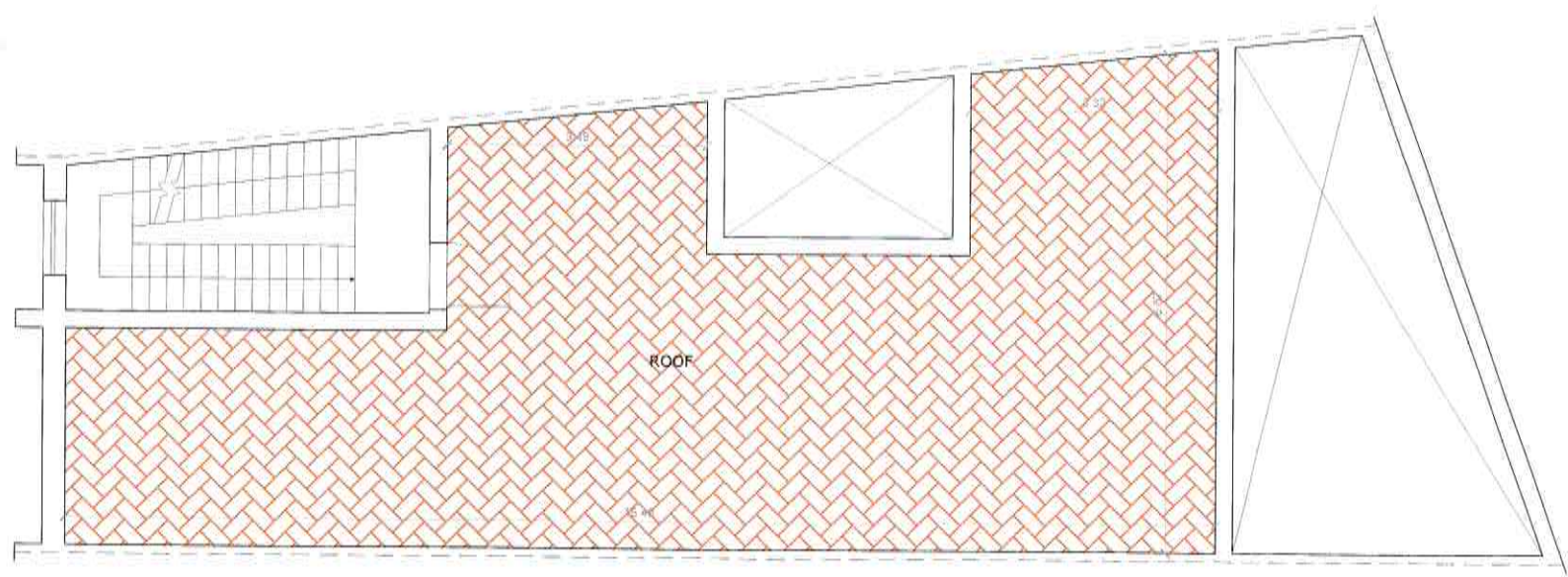
PERIT ROBERT C. VELLA
25/5 Menton Court, Sir Adrian Dingli Street,
Sliema SLM 1904, Malta
peritrobertvella@gmail.com - 99804481

DOK. E



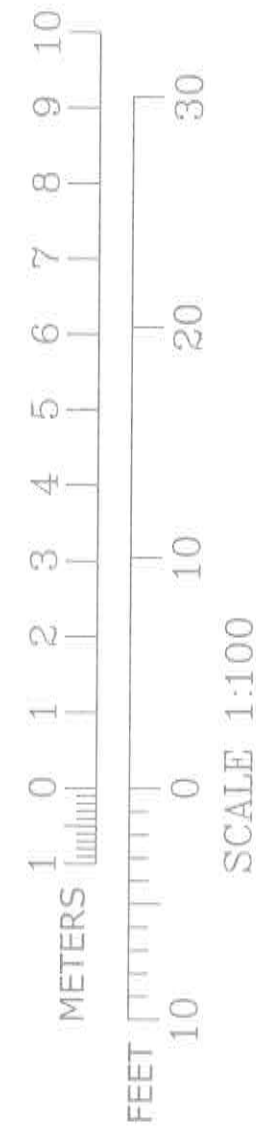
GROUND FLOOR
SCALE 1:100

LEGEND:
 THIRD PARTY PROPERTY



ROOF
SCALE 1:100

PERIT ROBERT C. VELLA
 25/5 Menton Court, Sir Adrian Dingli Street,
 Sliema SLM 1904, Malta
 peritrobertvella@gmail.com - 99804481



Project. Detailed Floor Plan layout of Property at, Triq San Luqa, - San Pawl il-Bahar -	Drawing Title. Ground Floor and Roof Layout Plan		File Ref. RCV - 2610/19		
	Drawing No. 01	Rev. 00	Date. 26/10/19		
	Drawn by. AP	Scale. 1:100	Paper. A3	REV.	

25/5, Menton Court, Sir Adrian Dingli Street,
 Sliema SLM 1904, Malta
 Tel: (00356) 21316311 Mob: (00356) 99804481
 E-mail: peritrobertvella@gmail.com

ROBERT C. VELLA
 EN (USA) B.E. & A. (Hons), A. & C.E.
 PERIT

Dok. F

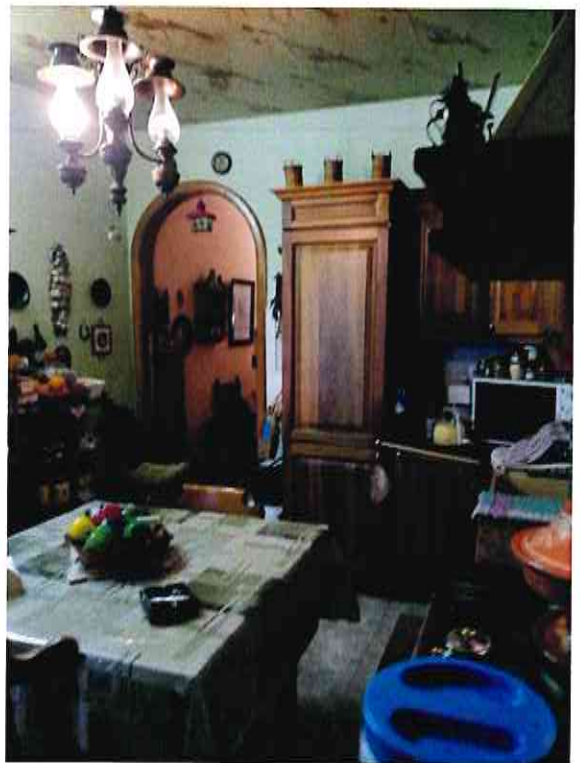
Maisonette, Hurghada, Triq San Luqa kantuniera ma' Triq il-Kahli, San Pawl il-Baħar

RECORD FOTOGRAFIKU tas-26 ta' Novembru 2019













Permit No:

BP 3558/21.32/80



PUBLIC WORKS DEPARTMENT,
BUILDING PERMITS SECTION,
BLOCK C,
BELTISSEBH

22 OCT 1980

11

BUILDING PERMIT

22 OCT 1980

Permit is hereby granted to

Miss C Portelli

Casa Portelli, I. Saverio, Mifsud Str., A'Kara

by the

- (a) Planning Area Permits Board in terms of the Planning Area Regulations, 1962;
- (b) Aesthetics Board in terms of Section 5 of the Aesthetics Building Ordinance (Chapter 135);
- (c) Sanitary Authorities in terms of Section 85 of the Code of Police Laws (Chapter 13);

to carry out the works described in his/her application

of the 20.5.80

at Resort Flats St Luke's Str., Bugibba

under the conditions specified hereunder:

To carry out alterations to facade as per amended plan submitted.

- (1) The PAPB permit is valid for one calendar year from date of issue and may be withdrawn at any time during its validity period without any compensation from Government being granted.
- (2) This permit does not dispense the grantee from the necessity of obtaining from any Department or Authority a permit, licence or any other permission required by any law or regulation, in force from time to time, in respect of the construction, reconstruction, repair, or alteration of a building or of acquiring materials for such works.
- (3) Premises are not to be used as Furnished or Holiday flat by tourists.

ix/ic

SECRETARY IN CHARGE
BUILDING PERMITS.

TOWN AND COUNTRY PLANNING OFFICE (PWD) - INFORMATION SHEET

P.A.P.B. FILE NO.

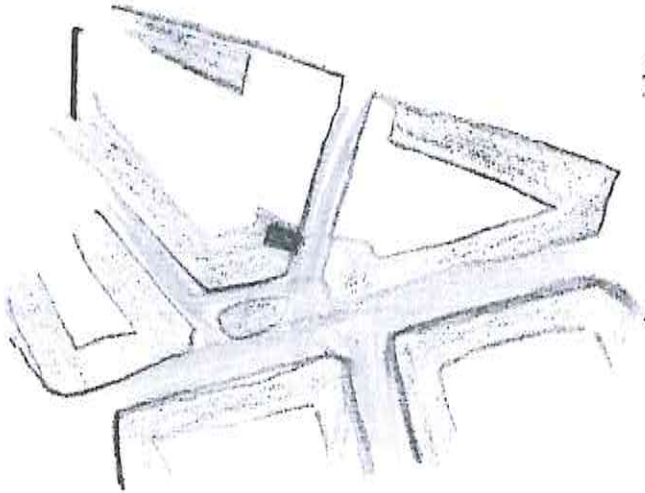
2432/80

LOCALITY

BUGIBBA

NATURE OF REQUEST

alt.



1A

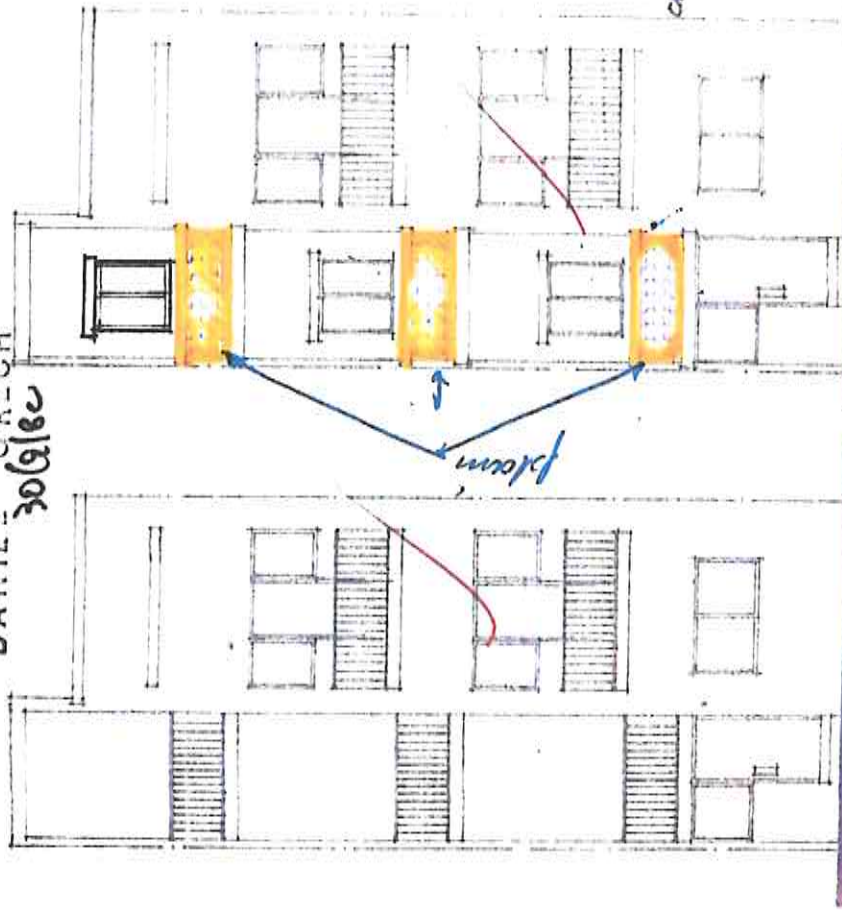
SARAFIA

APPROVED

[Signature]

DANIEL GRECH

30/09/02



EXISTING ELEVATION

REVISION AS PROPOSED.

11 GLEBE ST. LAKES ST2-1
SOLID PLUMB

REVISIONS TO FACADE.

Joseph Falzon B.Arch (Hons.) A & CE

Architect and civil engineer

Office: 27, Tower St2-1, MOSVA.

Tel: 46534.



SITE PLAN FROM SU. SH. 17.



SCALE: 1:100.

[Signature]

9/02

This sixth day of September of the year of Our Lord two thousand and eleven.
6. 9. 2011.

Before me Doctor Mario Rosario Bonello, a Notary Public, duly admitted and sworn, and after due ascertainment of the identity of each of the appearers hereon by virtue of the official documents hereunder mentioned, as prescribed by law, there personally came and appeared:-

Of the first part, Doctor of Laws Ethelbert Fenech Adami, Advocate, son of Michael Fenech Adami and of Giovanna Fenech Adami nee Galea, born in Floriana and residing at Mosta, having Identity Card bearing Number 87957M who is appearing hereon in the name and on behalf of "HSBC Bank Malta p.l.c.", as duly authorised, hereinafter referred to as "*the Bank*";

Of the second part, Khaled Shehata, Legal Translator, son of Fathey Shehata and of Safinaz Shehata nee Hassan, born in Tanta, Republic of Egypt and residing at Flat one (1), of the block of apartments externally numbered one hundred and eleven (111), called "Resort Flats", in Triq San Luqa, Saint Paul's Bay, having Identity Card bearing Number 330298M, hereinafter referred to also as "*the customer*";

And of the third part, Anna Shehata, wife of Khaled Shehata, daughter of Toussaint Cauchi and of Catherine Cauchi nee Cassar, born in Pieta' and residing at Flat one (1), of the block of apartments externally numbered one hundred and eleven (111), called "Resort Flats", in Triq San Luqa, Saint Paul's Bay, having Identity Card bearing Number 745261M, hereinafter referred to also as "*the surety*";

Known to me the undersigned
Notary.

Whereas the customer Khaled Shehata has requested the Bank to grant him on loan the sum of one hundred and sixty five thousand Euro (€165,000), hereinafter referred to as "*the loan*", to be utilised for the purpose of paying his wife Anna Shehata the sum due to her of one hundred and sixty five thousand Euro (€165,000) due by him in view of the liquidation of the community of acquests between them, wherein the wife

No. 170.

Loan and
Cancellations.

Vol. I. (Hypothec):-
13,571/2011.

Vol. R.:-
(HSBC Hypothecs)
5,923/2011.

Vol. R.:-
(Anna Shehata
Hypothec)
5,924/2011.

transferred to her said husband Khaled Shehata the undivided share of three fourths (3/4) of the immovable property hereunder described specially hypothecated in virtue of this deed, as results from the deed of termination and dissolution of the Community of Acquests in my records of the eleventh day of July of the year two thousand and eleven (11/07/2011), offering as security a general hypothec over all the property, present and future, of the customer Khaled Shehata, and a special hypothec over the property hereunder described, namely Flat one (1), of the block of apartments externally numbered one hundred and eleven (111), called "Resort Flats", in Triq San Luqa, Saint Paul's Bay, appertaining to the customer Khaled Shehata as to three fourths (3/4) undivided share and the surety Anna Shehata as to one fourth undivided share of the said immovable property as better described hereinafter, jointly and severally between them;

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

Now, therefore, in virtue of this deed, in the first place, the Bank declares to accede, and hereby accedes, to grant on loan to the customer Khaled Shehata, who accepts by the said title of loan, the sum of one hundred and sixty five thousand Euro (€165,000), which loan is to be utilised for the abovementioned purpose, withdrawable in one amount or in several amounts, provided that the total drawings shall not exceed the total sum loaned;

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

The Bank reserves unto itself the right to lay down such conditions as it considers necessary for the repayment of the loan over a period, which conditions shall be and/or have been notified in writing to the customer, subject to the overriding condition that the outstanding balance of loan and interests accruing thereon shall be repayable on demand, a simple request in writing to be deemed good and sufficient notice for the customer and/or the surety to implement their engagements

forthwith, provided that the Bank shall grant the customer and surety fifteen (15) days from the date of filing of a judicial letter advising default and requesting regularisation of the deficiency. There is furthermore being annexed to this deed for registration marked with the letter "Z" the events of default wherein the Bank shall be entitled to recall the sum loaned and relative interest due thereon.

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

The customer and surety undertake at the Bank's request to insure their property against all normal risks with a reputable 'insurance-company', and to have the Bank's interest noted on the relative policies; furthermore, the customer and the surety authorise the Bank to effect any insurance on said property hereunder described, as the said Bank may deem fit, at the customer's and/or the surety's expense;

All fees and expenses in connection with this deed are to be borne by the customer and/or the surety, who further undertake to refund to the Bank all expenses, including legal fees and administrative charges made for bringing up to date from time to time the searches into their liabilities and transfers. The customer and surety delegate the Bank to pay the Notary on his first demand an amount representing Notarial fees and expenses relative to this deed by debit of customer's and/or the surety's Account/s with the Bank. It shall not be incumbent on the Bank to verify whether such amount is justified.

In warranty of the proper observance of the conditions of this deed, and in particular of the repayment of the loan and payment of interests thereon, the customer abovementioned, namely Khaled Shehata hereby hypothecates in favour of the Bank, which accepts:-

(a) *generally*, all his property in general, present and future; and,

(b) *specially*, the customers three fourths (3/4) undivided share of the groundfloor maisonette called "Hurghada", having an independent and separate entrance all to itself numbered seven (7), in Saint Luke's Road, Bugibba, limits of Saint Paul's Bay - formerly referred to

as maisonette internally numbered one (1), forming part of a block of the said maisonette and two overlying flats externally numbered five (5), formerly numbered one hundred and eleven (111), and formerly without number – which maisonette today called “Hurghada” is officially externally numbered seven (7), and forms a part of the said block of the said maisonette and two overlying apartments being called “Resort Flats”, bearing the external number five (5), in Saint Luke’s Road, Bugibba, limits of Saint Paul’s Bay, with all its rights and appurtenances, and including a three fourths ($\frac{3}{4}$) undivided share of one third ($\frac{1}{3}$) undivided of the entrance, hall, main door, staircase, and stairwell, and the roof of the said block, free and unencumbered, as subject also to the passive and active servitudes arising out of its position, otherwise free and unencumbered, the said block being bounded on the East by the said street, on the North by property of “Manlo Limited” or assignees, and on the South by property of Francesco Saverio Gatt and Architect and Civil Engineer Edwin Delia or their assignees, or other more exact boundaries, which apartment had been purchased by the said Anna Shehata before marriage in virtue of a deed of sale in the Records of Notary Doctor Carmel Mangion of the twentieth day of December of the year Nineteen hundred and ninety three (20/12/1993); in virtue of a deed of termination of community of acquests Anna Shehata transferred a three-fourth ($\frac{3}{4}$) undivided share to her husband as per deed dated twelfth of July of current year, as a result of which the said Anna Shehata will be retaining a one fourth ($\frac{1}{4}$) undivided share in ownership of the said maisonette and a one-fourth ($\frac{1}{4}$) undivided share of one third undivided share of the entrance, hall, main door, staircase, and stairwell, and the roof of the said block – the parties hereon declare for all intents and purposes of law, that the true market value of the three-fourths ($\frac{3}{4}$) undivided share of the said maisonette amounts to one hundred and sixty five thousand Euro (€165,000), on the basis of two hundred and twenty thousand Euro (€220,000) for the whole of the said property. For all intents and purposes it is being declared for clarification’s sake that the whole block of building consisting of the said groundfloor maisonette and two overlying flats is called “Resort Flats”, but today the maisonette has been called “Hurghada” and is officially numbered seven (7), whilst the flats are accessible from the door externally numbered five (5) in the said Saint Luke’s Road, Bugibba, limits of Saint Paul’s Bay.

Furthermore in virtue of this deed the abovementioned Anna Shehata hereby constitutes herself

as joint and several surety for her husband Khaled Shehata, and for this purpose and in warranty of the proper observance of the conditions of this deed, and in particular of the repayment of the loan and payment of interests thereon, the surety Anna Shehata hereby hypothecates in favour of the Bank, which accepts, *specially*, the surety's remaining one fourths ($1/4$) undivided share of the abovementioned groundfloor maisonette called "Hurghada", having an independent and separate entrance all to itself numbered seven (7), in Saint Luke's Road, Bugibba, limits of Saint Paul's Bay - formerly referred to as maisonette internally numbered one (1), forming part of a block of the said maisonette and two overlying flats externally numbered five (5), formerly numbered one hundred and eleven (111), and formerly without number - which maisonette today called "Hurghada" is officially externally numbered seven (7), and forms a part of the said block of the said maisonette and two overlying apartments being called "Resort Flats", bearing the external number five (5), in Saint Luke's Road, Bugibba, limits of Saint Paul's Bay, with all its rights and appurtenances, and including a one fourth ($1/4$) undivided share of one third ($1/3$) undivided of the entrance, hall, main door, staircase, and stairwell, and the roof of the said block, free and unencumbered, as subject also to the passive and active servitudes arising out of its position, otherwise free and unencumbered, the said block being bounded on the East by the said street, on the North by property of "Manlo Limited" or assignees, and on the South by property of Francesco Saverio Gatt and Architect and Civil Engineer Edwin Delia or their assignees, or other more exact boundaries. For all intents and purposes it is being declared for clarification's sake that the whole block of building consisting of the said groundfloor maisonette and two overlying flats is called "Resort Flats", but today the maisonette has been called "Hurghada" and is officially numbered seven (7), whilst the flats are accessible from the door externally numbered five (5) in the said Saint Luke's Road, Bugibba, limits of Saint Paul's Bay.

And this over and above such other securities as may be mutually agreed to between the Bank and the customers from time to time;

The customer and surety hereby bind themselves, with the acceptance of the Bank, not to charge in favour of any third party the property which they have specially hypothecated in favour of the Bank on this deed, nor to transfer such properties in any manner, including by title of lease to any third party without the prior written

consent of the Bank. Should the customer and/or the surety be in breach of this condition the Bank shall have the right to call in the facility and demand full payment of all moneys due whether by way of capital, interest or any other nature from the customer and/or surety.

The customer and the surety agree that for the benefit of the Bank they hereby submit to the non exclusive jurisdiction of the Maltese Courts.

The said property specially hypothecated in virtue of this deed does not fall within a Land Registration Area.

The customer and the surety hereby acknowledge receipt of the sanction letter and any subsequent amendment thereto; the customer and surety confirm having read, understood, and accepted the terms and conditions therein regulating the loan facility being granted.

The customer and surety acknowledge that the Bank has obtained legal advice on the title to the property specially hypothecated on this deed for the purposes of effecting its own risk assessment of the lending. The customer and surety are not relying on the Bank's decision to lend as proof of title of the property being specially hypothecated.

Furthermore in virtue of this deed, in the second place, the Bank hereby gives its consent for the total *cancellation* of the Notes of Hypothec registered in Volume "I" of the Public Registry, Valletta, against Anna Shehata, wife of Khaled Shehata, daughter of Toussaint Cauchi and of Catherine Cauchi nee Cassar, born in Pieta' and residing at Flat one (1), of the block of apartments externally numbered one hundred and eleven (111), called "Resort Flats", in Triq San Luqa, Saint Paul's Bay, having Identity Card bearing Number 745261M, and against her husband Khaled Shehata, Legal Translator, son of Fathey Shehata and of Safinaz Shehata nee Hassan, born in Tanta, Republic of Egypt and residing at Flat one (1), of the block of apartments externally numbered one hundred and eleven (111), called "Resort Flats", in Triq San Luqa, Saint Paul's Bay, having Identity Card bearing Number 330298M, burdening by way of general hypothec all the said customers property, and by way of special hypothec the groundfloor maisonette called "Hurghada", having an independent and separate entrance all to itself

numbered seven (7), in Saint Luke's Road, Bugibba, limits of Saint Paul's Bay - formerly referred to as maisonette internally numbered one (1), forming part of a block of the said maisonette and two overlying flats externally numbered five (5), formerly numbered one hundred and eleven (111), and formerly without number - which maisonette today called "Hurghada" is officially externally numbered seven (7), and forms a part of the said block of the said maisonette and two overlying apartments being called "Resort Flats", bearing the external number five (5), in Saint Luke's Road, Bugibba, limits of Saint Paul's Bay, with all its rights and appurtenances, and including an undivided share of the entrance, hall, main door, staircase, and stairwell, and the roof of the said block, free and unencumbered, as subject also to the passive and active servitudes arising out of its position, otherwise free and unencumbered, the said block being bounded on the East by the said street, on the North by property of "Manlo Limited" or assignees, and on the South by property of Francesco Saverio Gatt and Architect and Civil Engineer Edwin Delia or their assignees, or other more exact boundaries, which apartment had been purchased by the said Anna Shehata before marriage in virtue of a deed of sale in the Records of Notary Doctor Carmel Mangion of the twentieth day of December of the year Nineteen hundred and ninety three (20/12/1993), that is to say the Bank is giving its consent for the cancellation of the following Notes of Hypothec, namely:-

(i) that bearing registration number seventeen thousand one hundred and ninety three of the year two thousand and five (I. 17,193/2005), deriving from a deed of loan of ninety three thousand one hundred and seventy four Euro and ninety four cents (€93,174.94), this being the equivalent in today's currency of forty thousand Maltese Liri (LM40,000), in my records of the thirteenth day of October of the year two thousand and five (13/10/2005); and,

(ii) that bearing registration number three thousand seven hundred and seventy six of the year two thousand and nine (I. 3,776/2009), deriving from a deed of loan of thirty one thousand four hundred and sixty Euro (€31,460), in my records of the fifth day of March of the year two thousand and nine (05/03/2009).

Anna Shehata gives her consent for the cancellation of Note of Hypothec and/or Privilege bearing registration number ten thousand three hundred and seventy two of current year deriving from deed in my

records of the 12th July, 2011, registered against the customer.

This deed has been done, read, and published, after due explanation of the contents hereof to the parties and appearers hereon, by me the undersigned Notary, according to law, in Malta, Valletta, Merchants Street, Number thirty two (32).

(Signed:-)

Anna Shehata.

Khaled Shehata.

Dr. Ethelbert Fenech Adami.

*Doctor Mario Rosario Bonello,
Notary Public of Malta.*

PART III
EIGHTH SCHEDULE

Physical Attributes of Immovable Property

Locality SAN ANWIL IL-BAHAR

Address F 'HURGHADA'
TRIQ SAN MURTA
SAN ANWIL IL-BAHAR

Total Footprint of Area Transferred * 109 sq.mt

Tick where applicable

(Tick one box in each case except where indicated otherwise)

Type of Property	<input type="checkbox"/> Villa	<input type="checkbox"/> Semi-Detached	<input checked="" type="checkbox"/> Bungalow	<input type="checkbox"/> Flat/Apartment
	<input type="checkbox"/> Penthouse	<input type="checkbox"/> Mezzanine	<input checked="" type="checkbox"/> Maisonette	<input type="checkbox"/> Farm house
	<input type="checkbox"/> Terraced House	<input type="checkbox"/> Ground Floor Tenement		
Age of Premises	<input type="checkbox"/> 0-20 years	<input checked="" type="checkbox"/> Over 20 years	<input type="checkbox"/> Pre WW2	
Surroundings	<input type="checkbox"/> Sea View	<input type="checkbox"/> Country View	<input checked="" type="checkbox"/> Urban	
Environment	<input checked="" type="checkbox"/> Quiet	<input type="checkbox"/> Traffic	<input type="checkbox"/> Entertainment	<input type="checkbox"/> Industrial
State of Construction	<input type="checkbox"/> Shell	<input type="checkbox"/> Semi-finished **	<input checked="" type="checkbox"/> Finished ***	
Level of Finishes	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Adequate	<input type="checkbox"/> Poor	
Amenities <i>Tick as many as appropriate</i>	<input type="checkbox"/> With Garden	<input type="checkbox"/> With Pool	<input type="checkbox"/> With Lift	<input type="checkbox"/> With Basement
	<input checked="" type="checkbox"/> No Garage	<input type="checkbox"/> One Car Garage	<input type="checkbox"/> Two Car Garage	<input type="checkbox"/> Multi Car Garage
Airspace	<input type="checkbox"/> Ownership of Roof	<input type="checkbox"/> No Ownership of Roof	<input checked="" type="checkbox"/> Shared Ownership	

* Includes all lands and gardens but excludes additional floors, roofs and washrooms

** Includes plastering, electricity, plumbing and floor tiles

*** Includes ** plus bathrooms and apertures

Date: 21/11/19

Perit's Signature: 

Warrant Number: 741

Rubber Stamp: PERIT ROBERT C. VELLA
25/5 Menton Court, Sir Adrian Dingli Street,
Sliema SLM 1904, Malta
peritrobertvella@gmail.com - 99804481

**PART III
EIGHTH SCHEDULE**

Physical Attributes of Immovable Property

Locality SAN ANWIL IL-BAHAR

Address F 'HURGHADA'
TRIQ SAN LUQA
SAN ANWIL IL-BAHAR

Total Footprint of Area Transferred * 109 sq.mt

Tick where applicable

(Tick one box in each case except where indicated otherwise)


Type of Property	<input type="checkbox"/> Villa	<input type="checkbox"/> Semi-Detached	<input checked="" type="checkbox"/> Bungalow	<input type="checkbox"/> Flat/Apartment
	<input type="checkbox"/> Penthouse	<input type="checkbox"/> Mezzanine	<input checked="" type="checkbox"/> Maisonette	<input type="checkbox"/> Farm house
	<input type="checkbox"/> Terraced House	<input type="checkbox"/> Ground Floor Tenement		
Age of Premises	<input type="checkbox"/> 0-20 years	<input checked="" type="checkbox"/> Over 20 years	<input type="checkbox"/> Pre WW2	
Surroundings	<input type="checkbox"/> Sea View	<input type="checkbox"/> Country View	<input checked="" type="checkbox"/> Urban	
Environment	<input checked="" type="checkbox"/> Quiet	<input type="checkbox"/> Traffic	<input type="checkbox"/> Entertainment	<input type="checkbox"/> Industrial
State of Construction	<input type="checkbox"/> Shell	<input type="checkbox"/> Semi-finished **	<input checked="" type="checkbox"/> Finished ***	
Level of Finishes	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Adequate	<input type="checkbox"/> Poor	
Amenities <i>Tick as many as appropriate</i>	<input type="checkbox"/> With Garden	<input type="checkbox"/> With Pool	<input type="checkbox"/> With Lift	<input type="checkbox"/> With Basement
	<input checked="" type="checkbox"/> No Garage	<input type="checkbox"/> One Car Garage	<input type="checkbox"/> Two Car Garage	<input type="checkbox"/> Multi Car Garage
Airspace	<input type="checkbox"/> Ownership of Roof	<input type="checkbox"/> No Ownership of Roof	<input checked="" type="checkbox"/> Shared Ownership	

* Includes all lands and gardens but excludes additional floors, roofs and washrooms

** Includes plastering, electricity, plumbing and floor tiles

*** Includes ** plus bathrooms and apertures

Date: 21/11/19

Perit's Signature: 

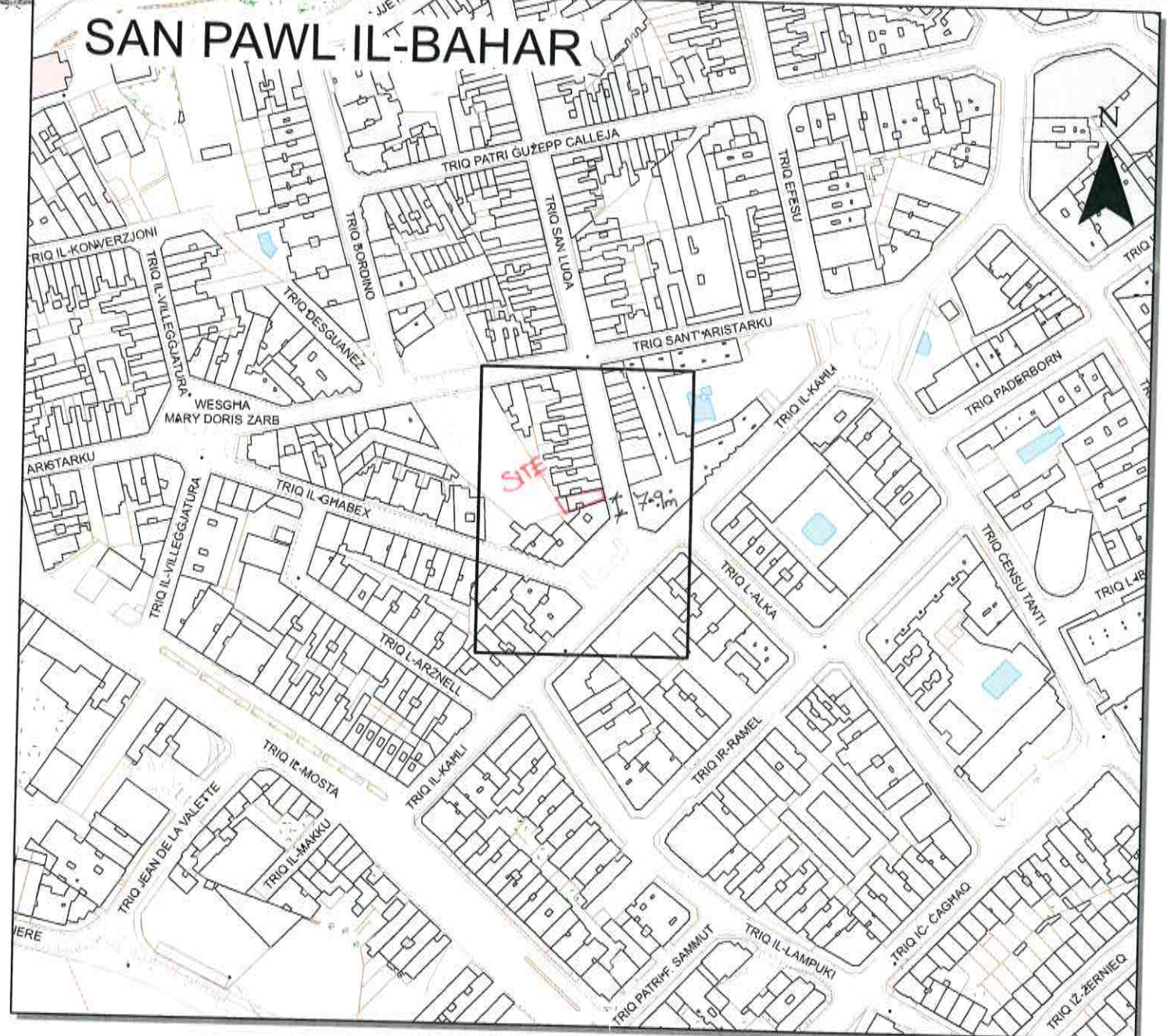
Warrant Number: 741

Rubber Stamp:

PERIT ROBERT C. VELLA
25/5 Menton Court, Sir Adrian Dingli Street,
Sliema SLM 1904, Malta
peritrobertvella@gmail.com - 99804481

DISTANCE TO NEAREST CORNER FROM COMMON PART AT GROUND FLOOR 7.9m
 Dan hu dokument uffiċjali għall-użu biss fir-Registru ta' l-Artijiet

HURGHADA, TRIQ SAN LUGA, SAN PAWL IL-BAHAR.
 This is an official document for Land Registry use only



Gvern ta' Malta
Registru ta' l-Artijiet
 Casa Bolino, 116, Triq il-Punent, Valletta

Government of Malta
Land Registry
 Casa Bolino, 116, Triq il-Punent, Valletta

Nru tal-Mappa: 145022 E	Pozizzjoni Ċentrali: x = 46810	Parti min S.S.: 4678	Data: 02/11/2019
Map Number:	Centre Coordinates: y = 78506	Extracted from S.S.:	Date:

Perit:
 Architect:

Timbru tal-Perit: **PERIT ROBERT C. VELLA**
 25/5 Menton Court, Sir Adrian Dingli Street
 Sliema SLM 1904, Malta
 Architect's Stamp: **peritrobertvella@gmail.com - 99804481**

Qies (metri kwadri): **FOOTPRINT GROSS EXTERNAL AREA (square metres): AREA OF:**

Firma ta' l-Applikant:
 Applicant's Signature:

OWNERSHIP [A] CIRCA 80m²
 [B] CIRCA 7m²
 [C] CIRCA 22m²
COMMON PARTS [D] CIRCA 14m²
 [E] CIRCA 80m²

LR 132596

Dritt imhallas
 Fee Paid