

Fil-Prim' Awla tal-Qorti Civili

**Fl-Atti tas-Subbasta Numru 28/20
fl-ismijiet**

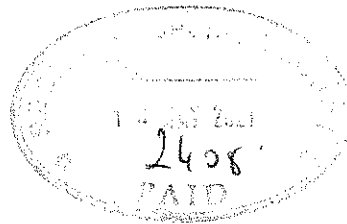
Bank of Valletta plc

Vs

Kuraturi Deputati

(Av Joseph P Bonnici u PL Nadine Farrugia)

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Relazzjoni tal-Perit Tekniku

CHARLIE S. FARRUGIA BE&A(Hons) MSc A&CE

SUB-28/20

Jesponi bir-rispett

Data tar-Rapport 03 ta' Mejju 2021

Destinatarju Prim' Awla tal-Qorti Civili
Fl-Atti tas-Subbasta Immobli Nru 28/20 fl-ismijiet
Bank of Valletta plc vs Kuraturi Deputati (Av
Joseph P Bonnici u PL Nadine Farrugia)

Indirizz tal-Fond Apartament internament immarkat Nru 2, Pagna | 2
formanti minn blokk ta' bini bl-isem "Saint Paul's
Court", Numru 16 fi Triq Efesu, Bugibba

Tip ta' Propjeta' Apartament fi blokk ta' bini li jikkonsisti fi tmien
(8) garaxxijiet interrati, tmien (8) apartamenti
sovrastanti u penthouse.

Istruzzjoni Sabiex taghmel deskrizzjoni tal-fond jew fondi
indikati fir-rikors promotur u sabiex tfisser il-
pizijiet, kirjiet u jeddijiet ohra, sew reali kemm
personali, jekk ikun hemm, li ghalihom dan il-fond
jew fondi ikun suggett kif ukoll l-ahhar

transferiment teighu, skond l-informazzjoni li kun
ha mill-kreditur jew mid-debitur.

Data tal-Valutazzjoni	28 ta' April 2021
Accessi	Tnejn (2) – 10 ta' Dicembru 2020 u 28 ta' April 2021
Kwalifika tal- Perit	Perit Tekniku, Akitett u Inġinier Civili
Skop	Rikjesta tal-Qorti Civili fl-Atti tas-Subbasta Nru 28/2020
Metodu ta' Valutazzjoni	Il-valutazzjoni kienet primarjament derivata billi intuza il-metodu komparattiv, fejn il-propjeta tigi kumparata ma transazzjonijiet ta' propjetajiet simili fuq is-suq. Is-supposizzjonijiet ikkunsidrati huma hawn mnizzlin.
Konformita' ma <i>Valuation Standards</i>	Din il-valutazzjoni thejjiet skont il- <i>KTP Valuation Standards for Accredited Valuers</i> , mahruga mill- Kamra tal-Periti.

Titolu tal-Propjeta'

Skont l-atti tan-Nutar Dr Patricia Hall il-propjeta' ghaddiet ghand Charlene Banks (detentrici ta' Passaport Brittaniku numru 800110614) permezz ta kuntratt ta' akkwist datat 4 ta' Gunju 2007. L-imsemmi bejgh sar fuq propjeta' *"free and unencumbered"*.

Skont Artiklu (5) u (6) fl-istess kuntratt:

"(5) Vendor warrants that the said property is not expropriated nor requisiend, and is being transferred free from any litigation, ground rents, and hypothecs.

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(6) The said property is being transferred with guaranteed vacant possession"

Deskrizzjoni tal-Propjeta'

Il-propjeta hi accessata permezz ta' entratura komuni. Tarag komuni ta' ghaxar targiet iwassal ghal apartment li tinsab fuq in-naha tax-xellug. Fil-livell tal-apartament wiehed isib ukoll lift.

Hekk kif wiehed jidhol fil-propjeta, fuq in-naha tax-xellug, wiehed isib Combined Kitchen – Dining

– Living f' Open Plan b'tieqa li thares ghal fuq it-triq. Fuq in-naha tal-lemin wiehed isib, boxroom, kamra tal-banju u zewg kmamar tas-sodda. Kamra minnhom ghandha bieb jaghti ghal go bitha interna komuni, filwaqt li l-ohra ghandha bieb li jaghti ghal bitha ta' wara komuni.

Qies tal-Propjeta'

Circa 90 metru kwadru

Data ta' Kostruzzjoni

Wara l-1994.

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Tip ta' Kostruzzjoni

Hitan tal-gebel u soqfa tal-konkos

Finituri tal-Propjeta'

Madum tac-ceramika

Hitan u soqfa - Parti miksija u mizbugha; parti ohra bil-gebla esposta.

Aperturi esterni tal-aluminium

Faccata fuq il-fil

Kcina mghammra

Taghmir tal-kmamar tal-banju.

Servizzi

Installazzjoni tal-elettriku

Installazzjoni tal-ilma

Konnesjoni għall-main ta' dranagg

Għalkemm hemm installazzjoni tad-dawl u ilma, ma hemmx provvista. Dan probabbli għaliex tnehha mil-fornitur minhabba kontijiet mhux imhallsa.

Karatterisitici ta' Energy

Xejn

Conservation

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Kundizzjoni

Il-kundizzjoni hi ikkunsidrata bhala wahda adekwata, pero hemm bzonn ta' rinnovazzjoni sabiex il-post jipprovdi livell ta' akkomodazzjoni.

Gew innutati xi tbajja ta' moffa mal hitan (ara ritratti XX)

Konformita' ma Permessi u

Permess ta' Bini Numru PA 3849/96.

Regolamenti ohra

It-taqsim tal-propjeta hu leali għal dak approvat mal-permess imsemmi supra, salv għal-gholi tal-

binja. L-gholi tal-propjeta hu circa 2.45 metri. Dan hu anqas minn dak approvat mill-permess u kif ukoll inqas minn dak li illum hu accettabli skont il-Ligi Sanitarja (SL 552.22)

Prezentament jezistu skemi ta' regolarizzazzjoni sabiex dan in-nuqqas ikun regolarizzat, wara approvazzjoni mill-Awtorita' tal-Ippjanar.

**Pizizzjiet, kirjiet u jeddijiet
ohra**

Dawn il-kundizzjonijiet johrogu mill-imsemmi kuntratt ta' akkwist (Artiklu 08 – 15):

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“(8) The apertures and the face of the apartment subject of this sale have to remain uniform with those of the other apartments in the same block.

(9) The drains and drainage system is common between the apartments, the garages and the penthouse forming part of the above mentioned block.

(10) The purchaser has the right to install and maintain a water tank and a communal television aerial on the roof of the above mentioned block

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and access thereto only for the purpose of maintenance and repairs of the said water tank and television aerial u access [sic]. The purchaser has the right to install and maintain a separate television aerial.

(11) Purchaser binds herself to pay her 'pro rata' share for the maintenance and repairs of the common parts.

(12) No hanging of clothes is allowed on the terraces and balconies overlooking the street.

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(13) No signs or placards are to be affixed to the balconies overlooking the street.

(14) Said apartment is to be used for residential purposes.

(15) The common parts of the above mentioned block cannot be obstructed in any way."

Ipoteki

Ipoteka Generali, Ipoteka Specjali u Privileggi Specjali fuq il-propjeta odjerna a favur Bank of Valletta plc (C2833) datata 12 ta' Gunju 2007 – Kreditu LM 29,000 (circa EUR 67,552)

Ipoteka Generali a favur ARMS Ltd (C46054), datata 01 ta' Marzu 2018 – Kreditu (EUR 1,286.77)

Suppusizzjonijiet ikkunsidrati

Il-propjeta' kif ukoll it-titlu tal-propjeta' gew indikati mill-partijiet koncernati u din l-informazzjoni giet meqjusa bhala korretta.

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Valur tal-Propjeta'

Meta l-esponent ikkunsidra l-fatturi rilevanti kollha, inkluz it-tip ta' proprjeta' u l-prezz tas-suq ta' proprjetajiet ohra simili fil-madwar, hija l-fehma ta' l-istess esponenti li l-valur kumplessiv ta' din l-imsemmija proprjeta jammonta ghal **prezz ta' €180,000 (mija u tmenin elf ewro)**, u dan dejjem jekk wiehed jikkunsidra li l-fond huwa liberu u frank.

Kunflitt ta' Interess

M'ghandi l-ebda kunflitt ta' interess fit-twettieg ta' din l-istruzzjoni.

Perit Charlie S Farrugia
BE&A(Hons) MSc A&CE
Perit Tekniku

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Illum 18 MAY 2021

Prezentata mill-ALC S. Farrugia

U bla dek ghaxxer (10) dokumenti

Simon Stamboulis
Deputy Registrar
Deputy Registrar
General Qualifications (Malta)
Law Courts (Malta)

Illum 18 MAY 2021
Deher il-Perit Legali / Tekniku:
ALC S. Farrugia KL 3253
Li wara li ddikjara li tballas l-ammont lilu dovut, halef/halfet li qeda/qdiet fedelment u onestament l-inkarigu moghtij/ha.

Deputa Registratur

Marvie Farrugia
Deputy Registrar

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LISTA TA' DOKUMENTI

- [Dok 01] Accessi mizmuma
- [Dok 02] Rittratti tal-fond
- [Dok 03] *Survey map* li turi l-lok tal-fond
- [Dok 04] Pjanti tal-fond
- [Dok 05] Skeda Tmienja (Schedule 8)
- [Dok 06] Kopja tal-Permess PA 3849/96
- [Dok 07] Kuntratt tal-Akkwist
- [Dok 08] Ipoteki
- [Dok 09] Hlasijiet
- [Dok 10] Appendici

DOK01 ACCESSI

- [1] Access mizmum fil-fond mertu tal-kawza nhar il-10 ta' Dicembru 2020
- [2] Access mizmum fil-fond mertu tal-kawza nhar it-28 ta' April 2021



DOK02 RITRATTI



Ritratt 01/17

Ritratt tal-Blokka ta' bini bi-isem "Saint Paul's Court", Numru 16 fi Triq Efesu, Bugibba



Ritratt 02/17

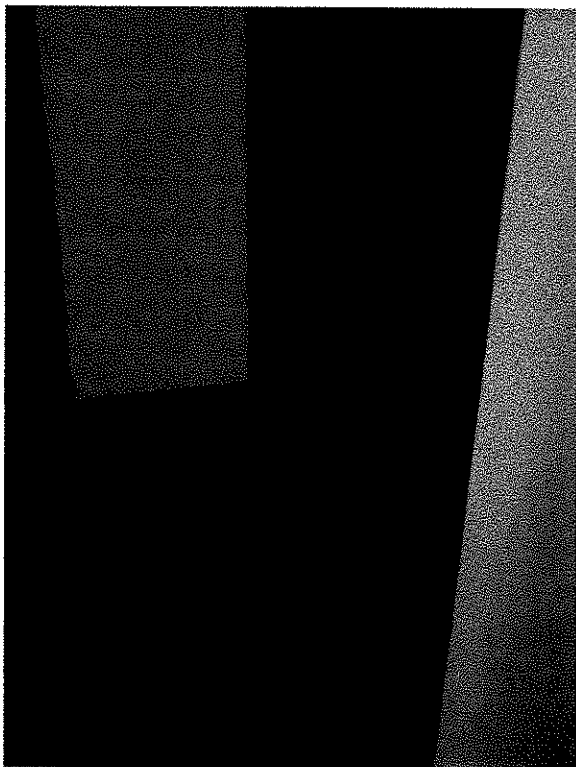
Apartament internament immarkat Nru 2



Ritratt 03/17

Entratura ghall-
appartament

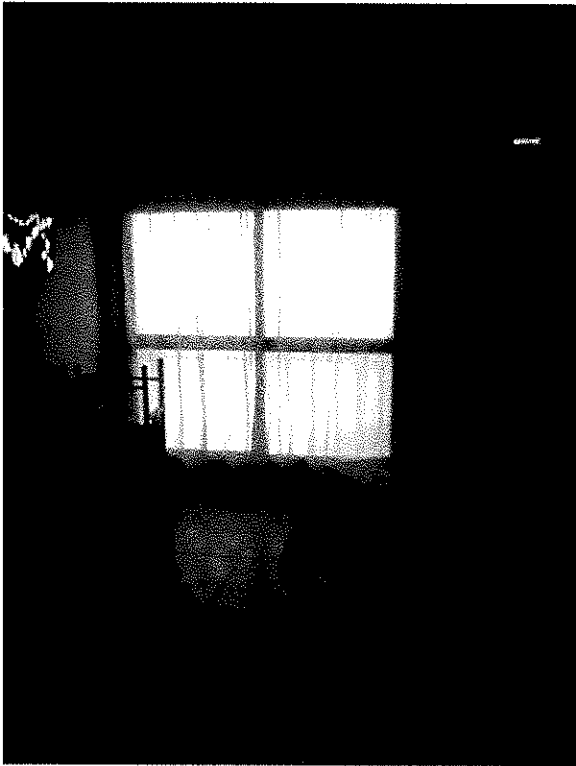
Pagna | 14



Ritratt 04/17

Accessi mizmuma nhar
l- 10 ta' Dicembru 2020
u 28 ta' April 2021.
Peress li ma kienx
provdut access, sar
sgass fil-prezenza tal-
Marixxalli tal-Qorti.

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Ritratt 05/17

Living Area

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Ritratt 06/17

Kcina

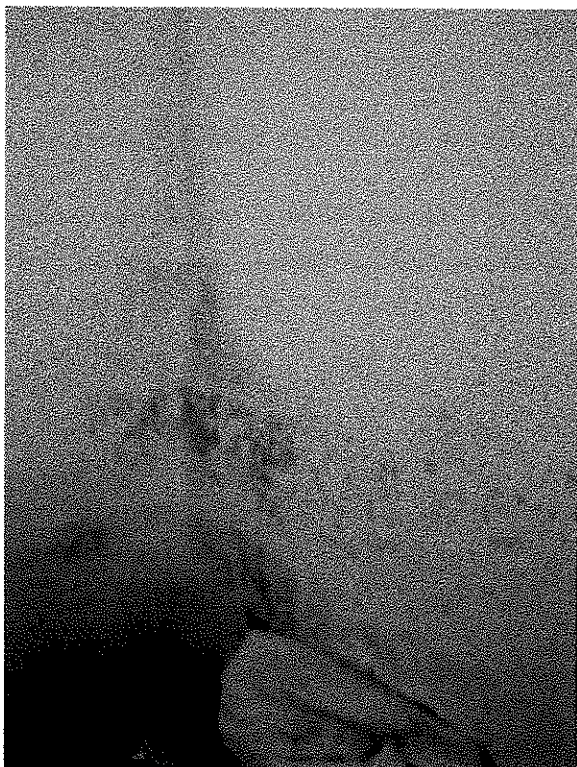
SUB-28/20



Ritratt 07/17

Kuridur

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Ritratt 08/17

Umdita' mal-hitan, vicin
l-entratura

SUB-28/20



Ritratt 09/17

Boxroom.
Umdita' innutata mal-
hajt

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Ritratt 10/17

Kamra tal-banju

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Ritratt 11/17

Kamra tas-sodda (*Spare bedroom*)

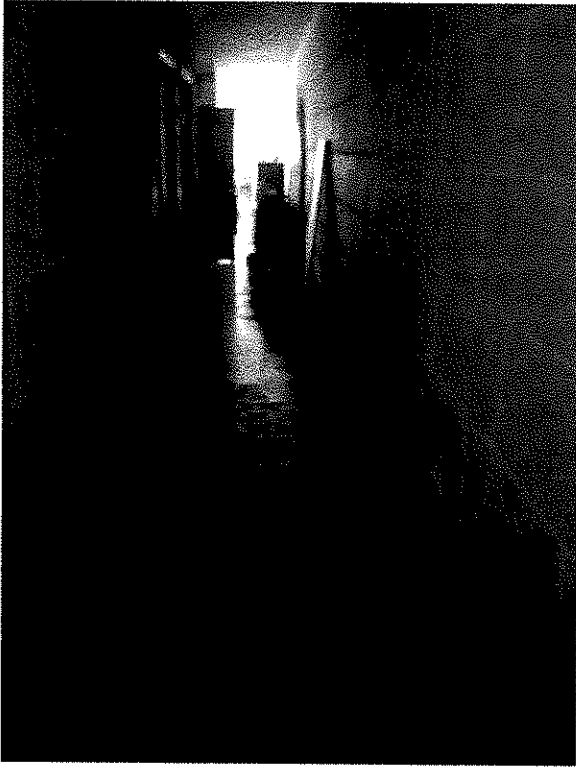
Pagna | 18



Ritratt 12/17

Bitha interna

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Ritratt 13/17

Kuridur

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Ritratt 14/17

Kamra tas-sodda (*Main
Bedroom*)

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Ritratt 15/17

Bitha ta' Wara

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Ritratt 16/17

Bitha ta' wara

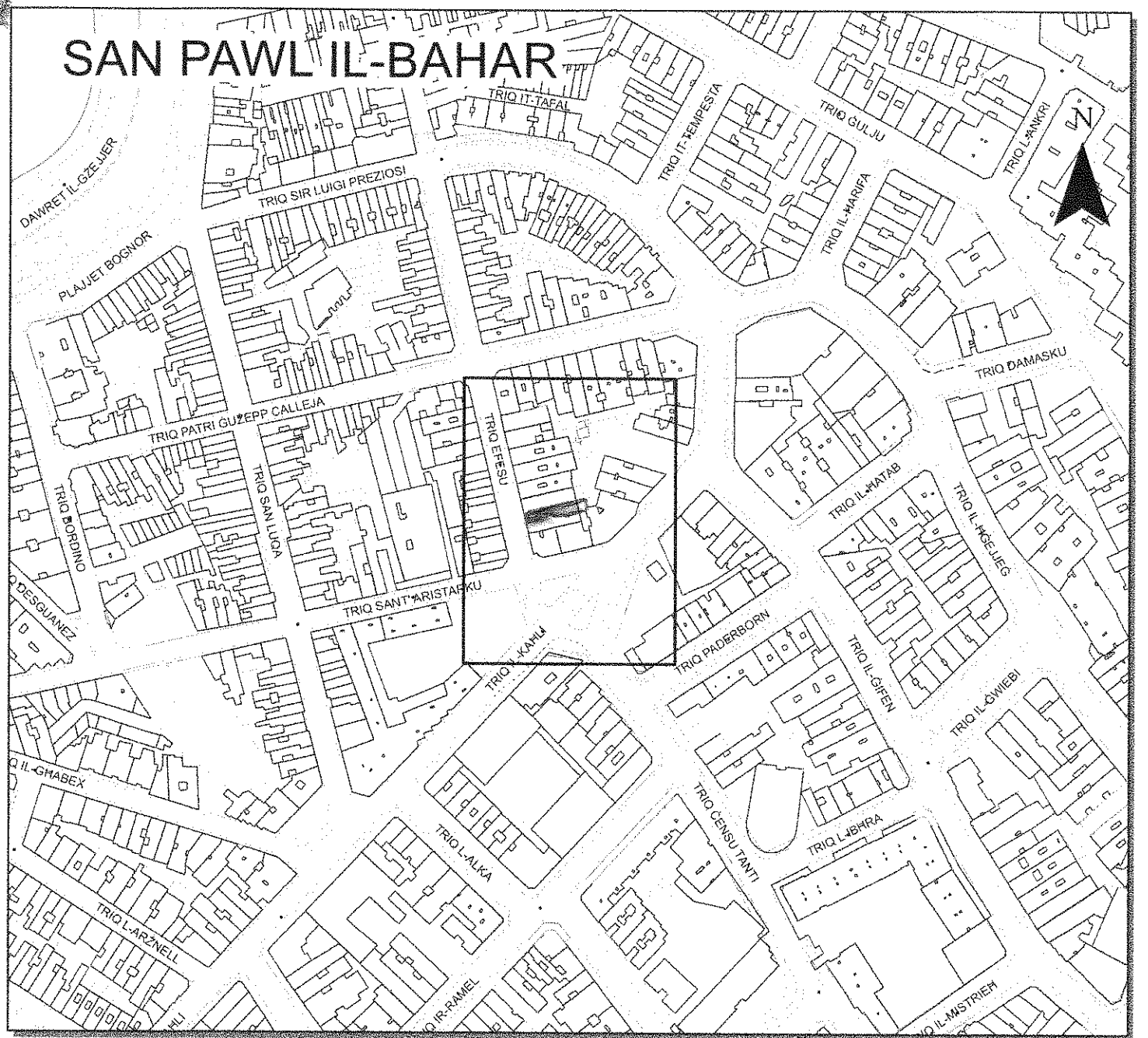
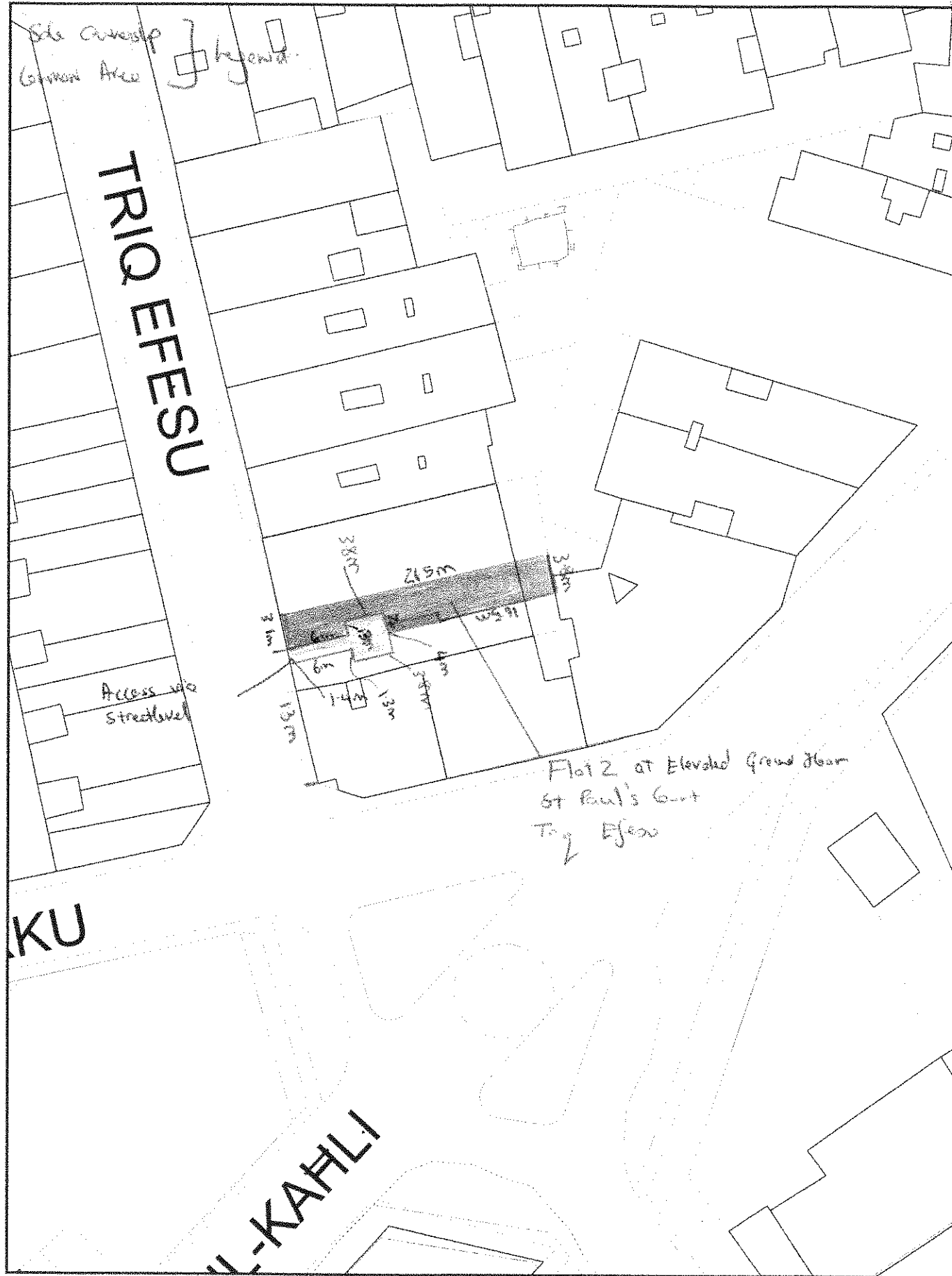
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Ritratt 17/17

Fi tmiem l-access, l-appartament gie maghluq permezz ta' katnazz

DOK03 *Survey map* li turi l-lok tal-fond



Pjanta tas-Sit 1:2500 Site Plan

Aġenzija ghar-Registrazzjoni tal-Artijiet
116, Casa Bolino, Triq il-Punent, Il-Belt Valletta



Land Registration Agency
116, Casa Bolino, Triq il-Punent, Il-Belt Valletta

Nru tal-Mappa: Map Number:	210362 E	Pozizzjoni Ċentrali: Centre Coordinates:	x = 46925 y = 78616	Parti min S.S.: Extracted from S.S.:	4678	Data: Date:	27/04/2021
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Perit: **CHARLIE S FARRUGIA**
Architect:

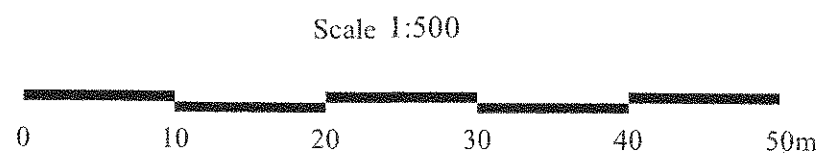
Qies (metri kwadri):
Area (square metres):

*Sle Cavesp - c. 40m²
Common Area - c. 23m²*
Perit Charlie Farrugia

Timbru tal-Perit:
Architect's Stamp:

Perit Charlie Farrugia

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



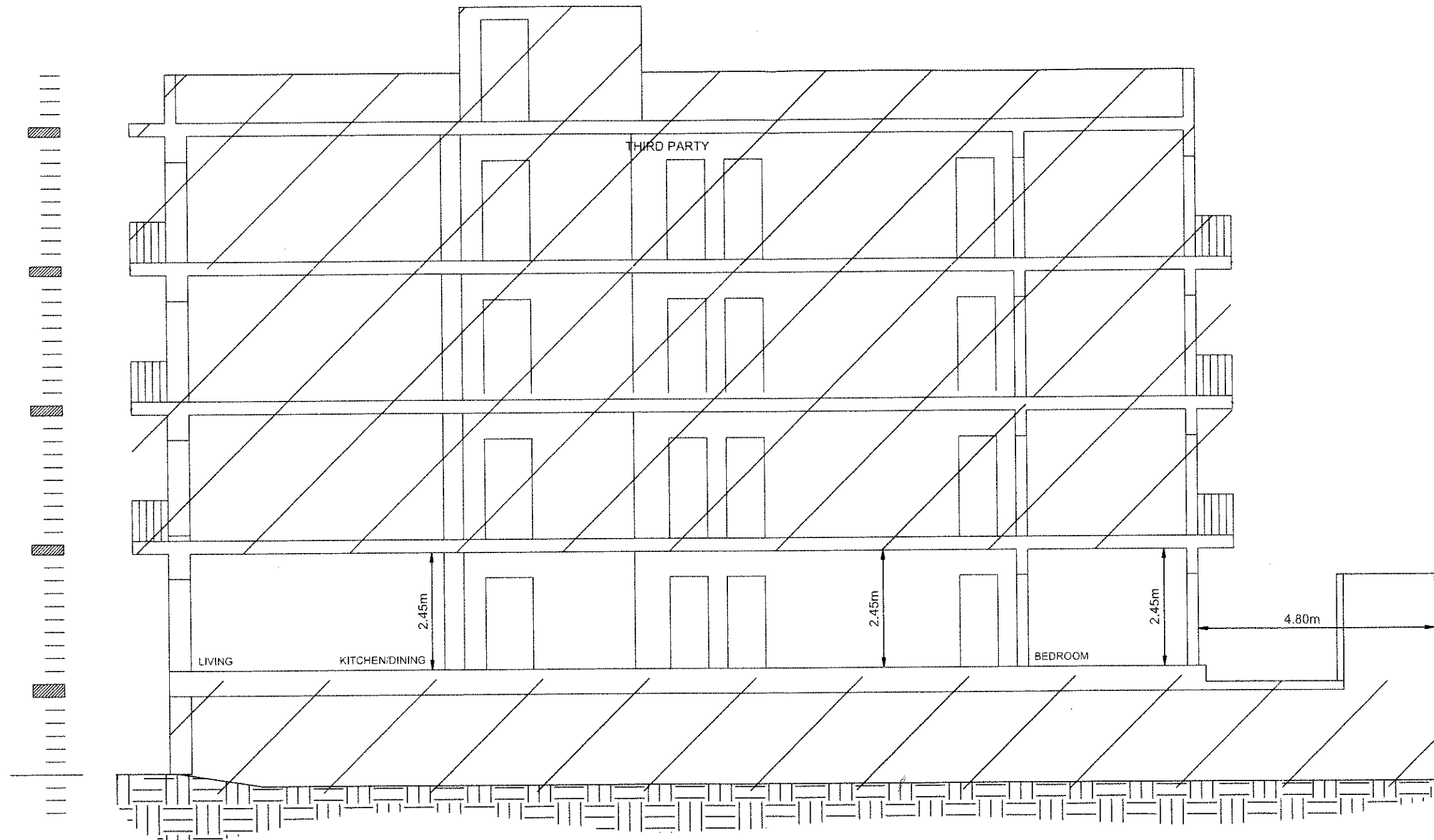
LR 205842

Dritt imħallas
Fee Paid

DOK04 Pjanti tal-fond




Pagna | 24

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Existing Section XX

Scale 1:100

-  Propjeta' Suggett ghal Access
-  Access Komuni
-  THIRD PARTY

Perit Charles Farrugia

Indirizz: Flat No 2, St Paul's Court, Triq Efesu, San Pawl il-Bahar

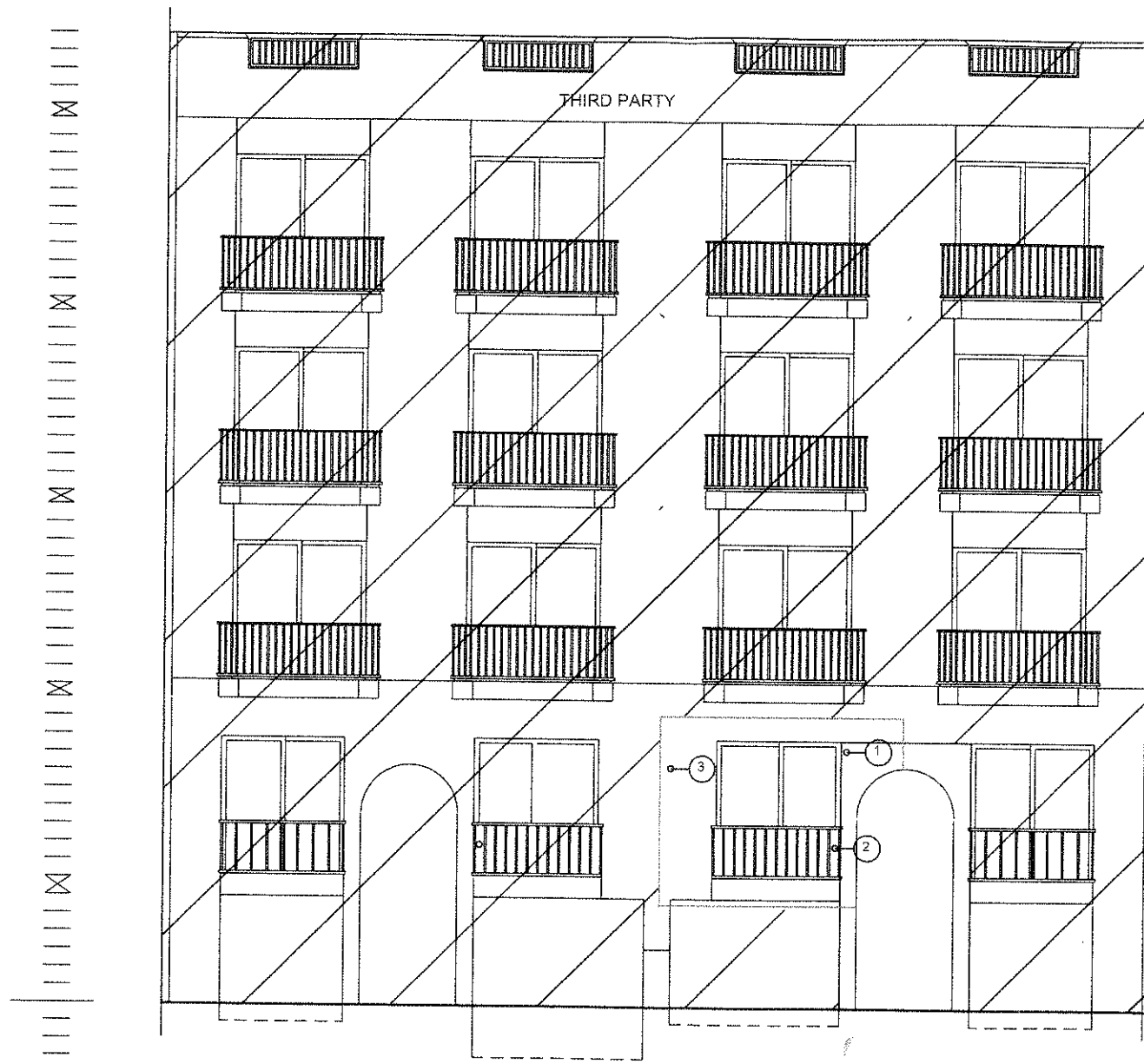
Xoghol: Section XX

Data: 03 ta' Mejju 2021

Verzjoni: Drawing 03 of 03, Ver 1






Skala 1:100



Existing Front Elevation (Triq Efesu)
Scale 1:100

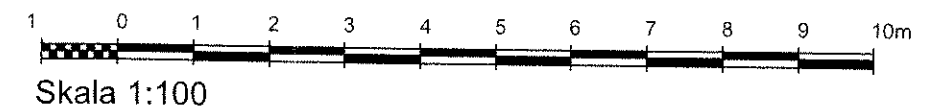
Perit Charlie Farrugia

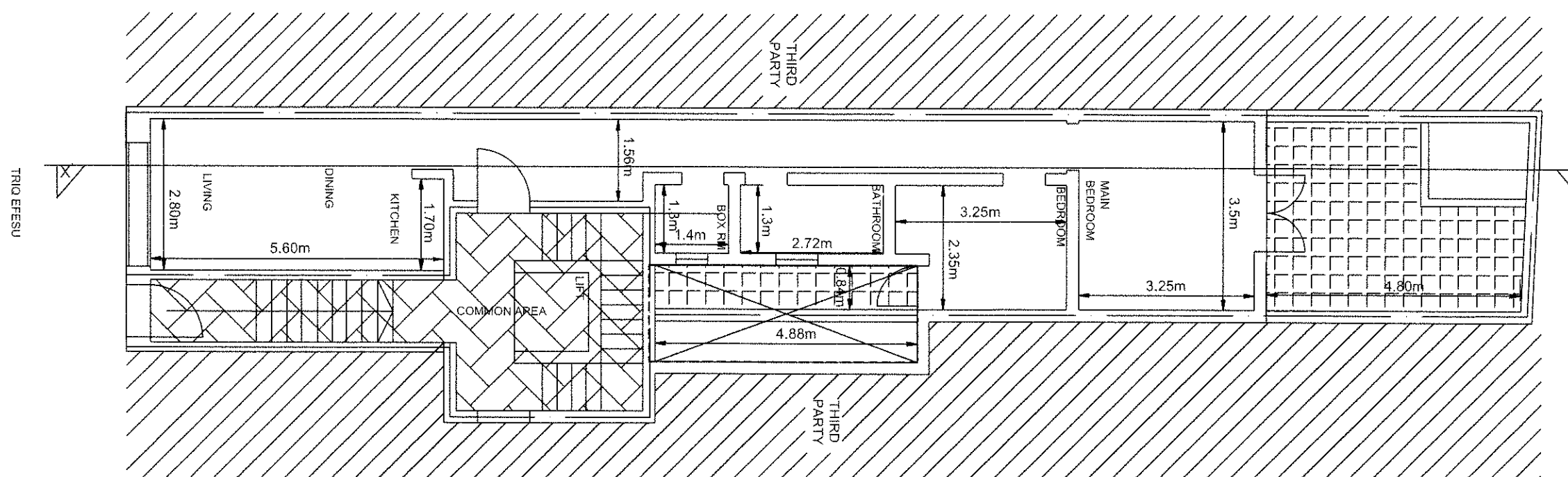
-  Propjeta' Suggett ghal Access
-  Access Komuni
-  THIRD PARTY

LEGEND:




- 1. Aperturi - Aluminium, Iswed
- 2. Poggaman - Aluminium, Iswed
- 3. Gebel Fuq il-Fil

Indirizz: Flat No 2, St Paul's Court, Triq Efesu, San Pawl il-Bahar
 Xoghol: Front Elevation
 Data: 03 ta' Mejju 2021
 Verzjoni: Drawing 02 of 03, Ver 1



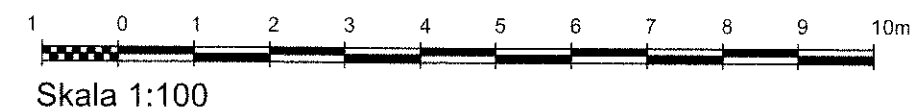


Apartment No 2 - Plan
Scale 1:100

-  Propjeta' Suggett ghal Access
-  Access Komuni
-  THIRD PARTY

Perit Charles Farrugia

Indirizz: Flat No 2, St Paul's Court, Triq Efesu, San Pawl il-Bahar
 Xoghol: Apartment Nru 2 - Plan
 Data: 03 ta' Mejju 2021
 Verzjoni: Drawing 01 of 03, Ver 1



DOK05 Skeda Tmienja

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**PART III
EIGHTH SCHEDULE**

Physical Attributes of Immovable Property

Locality

Address

Total Footprint of Area Transferred * 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 type="checkbox"/> Bungalow	<input checked="" type="checkbox"/> Flat/Apartment
	<input type="checkbox"/> Penthouse	<input type="checkbox"/> Mezzanine	<input type="checkbox"/> Maisonette	<input type="checkbox"/> Farmhouse
	<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 type="checkbox"/> Quiet	<input type="checkbox"/> Traffic	<input checked="" 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 type="checkbox"/> Adequate	<input checked="" type="checkbox"/> Poor	
Amenities <i>Tick as many as appropriate</i>	<input type="checkbox"/> With Garden	<input type="checkbox"/> With Pool	<input checked="" 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 checked="" type="checkbox"/> No Ownership of Roof	<input 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: 13/5/24

Perit's Signature: 

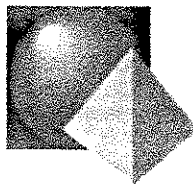
Warrant Number: 724

Rubber Stamp: **Perit Charlie Farrugia**


DOK06 Kopja tal-Permess PA 3849/96

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(13)

AWTORITA' TAL-IPPJANAR
PLANNING AUTHORITY

To: Mr John Tanti and Mr Charles Tanti
Griffon,
Triq il-Klamari
Qawra

Date: 27th March 1997
Our Ref: PA3849/96/DC07

Application Number: 3849/96
Application Type: Amended development permission
Date Received: 17/06/96
~~Approved Plan Numbers: PA 3849/96/3a/3c/3e/10a/10b.~~

Location: St Paul's Court & Siren's Court, Triq Efesu,
St Paul's Bay

PROPOSAL: To erect sixteen apartments, two penthouses and sixteen
garages.

DEVELOPMENT PLANNING ACT 1992 SECTION 33
AMENDED DEVELOPMENT PERMISSION*

The Planning Authority hereby amends development permission granted in
application number 6431/94, in accordance with the application and
plans described above, subject to the following conditions:

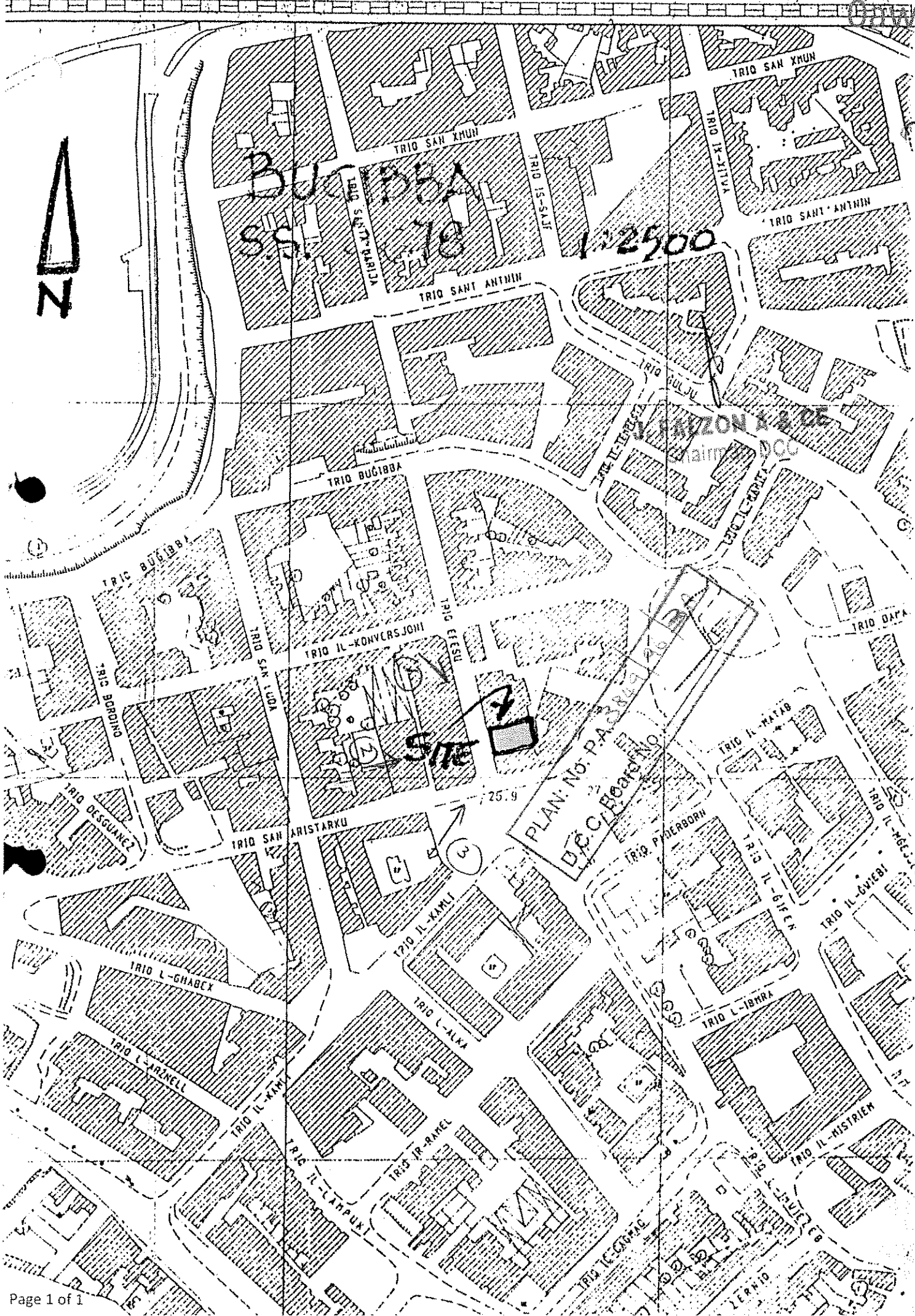
1. Introductory notes and general conditions (A) on form DC 1/88 apply.
Conditions for underlying basements and garages (B) also apply.
2. The ramp leading down to the underlying basement/garage shall at no point
along its length be steeper than 1:6. It shall be so formed that it does
not encroach onto the pavement.
3. Height of the building should not exceed four (4) floors, plus the
overlying penthouse and underlying basement.
4. The facade of the building should be constructed in local stone except
where other materials, finishes and colour are indicated on the approved
drawings.
5. Apertures and balconies should not be in gold, silver or bronze
aluminium.
6. The garage shall only be used for the parking of private cars.

7. The following group of conditions apply to all development:
- a) All works shall be carried out strictly in accordance with the approved plans. However, where ambiguities or discrepancies arise between the approved plans and the conditions on this decision notice, the conditions shall take precedence over the approved plans.
 - b) Before work begins, the enclosed A3-size green copy of the Building Permit must be displayed on site. This must be mounted on a notice board, suitably protected from the weather, and easily legible from the street. The permit must be maintained in good condition until works on site are complete.
 - c) No building material, waste, machinery or plant shall be allowed to obstruct the pavement or the smooth flow of traffic in the vicinity of the site. Deposit of materials or placing of equipment in the street must be authorised by the Police.
 - d) Copies of all approved plans and elevations must be available for inspection on site by Planning Directorate staff at all reasonable times.
 - e) Where applicable, all building works must be in accordance with the official alignment and proposed/existing finished road levels as set out on site by the Planning Directorate's Land Surveyor. The Land Survey Unit of the Planning Directorate must be informed when the setting out of the alignment and levels is required.
 - f) Before building operations start, where applicable, the street is to be opened up and brought up to its proper and approved formation levels by the applicant.
 - g) The development hereby permitted shall commence within twelve months of the date of this permission and shall be completed within three years of the date of this permission, unless it is renewed.
 - h) The enclosed Commencement Notice shall be returned to the Planning Authority so that it is received at least five days prior to the commencement of the development hereby permitted.

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


MONICA SCHRANZ
Secretary

Development Control Commission



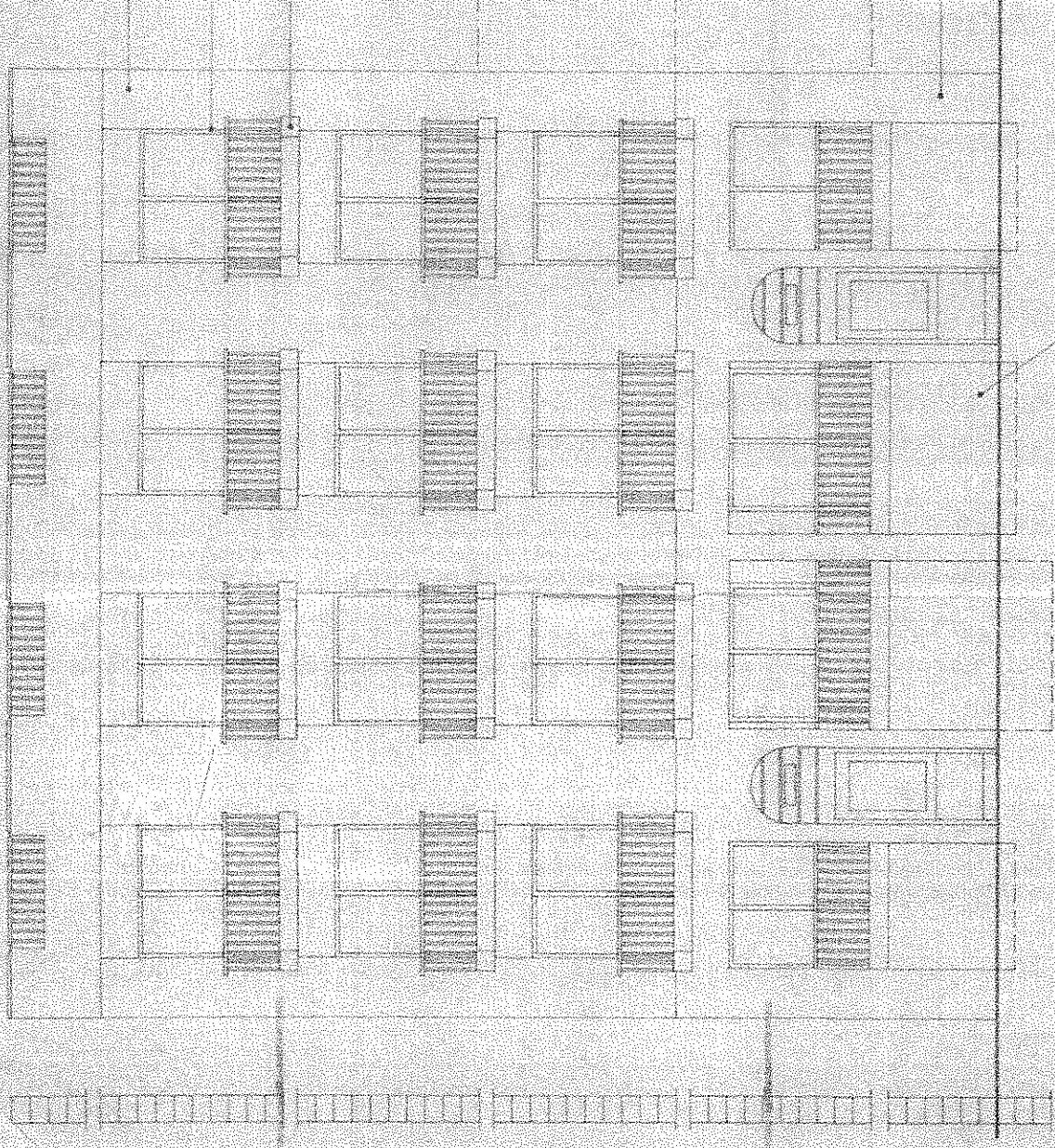
PLAN IN P.A. SECTION
DATE: 11/11/03
BY: J.C.C. BOBBERG

SANITA
APPROVED
MAY 11 1987
Jean de Conti, M.D., Inc.
Sanitary Engineering Office

D.J. SAMALITI, P.E., S.E., M.S.E.
Structural & Civil Consultant

EASTMEN - LEVEL PLAN

GROUND FLOOR PLAN

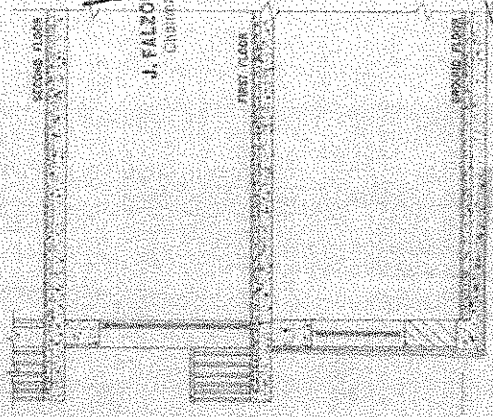


Plaster Rendered
(Stone Colour)

Black Aluminium

Coloured Plastered
Concrete

PART SECTION OF EXTERIOR WALL
1:50



J. FALZONA & CO
Chartered DCC

White-washed
Masonry

Painted Metal Door

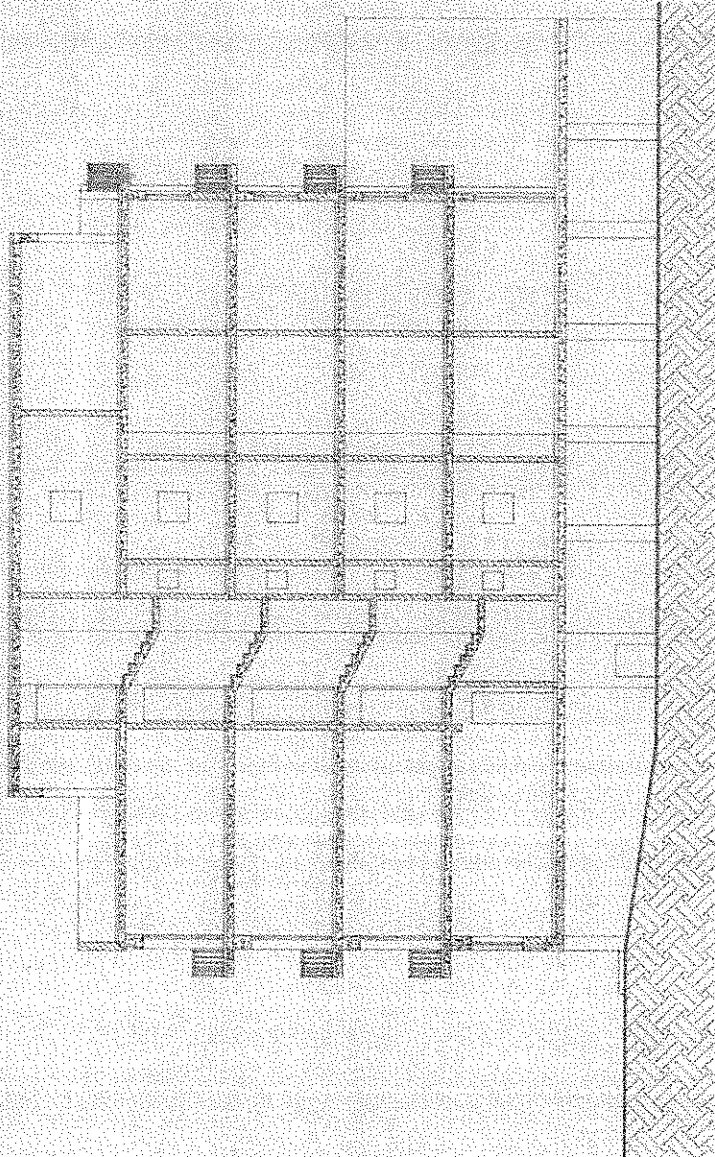
FRONT ELEVATION
1:50

D.H. CAMILLERI Arch & Civil Eng.
Structural & Cost Consultant

PROJECT: Fels and Garage at Eggleston - Green House
CLIENT: J. Falzona & Co
DRAWN: [Signature] JOB NO.
SCALE: 1:50 DRAWN BY: M.A. DATE: 18/06/19
REGISTERED: 18/06/19, 18/06/19, 18/06/19. Tel: 0800 224 224

18/06/19
D.H. CAMILLERI
D.C.C. Board No.

18/06/19



SECTION

[Handwritten signature]

PLANT ROOM
 11/11/2019
 D.C.C. 001/19

D. H. CAMILLER / Arch & Civil Eng.
Structural & Cost Consultant

PROJECT: Falls and Garage at Bughisho (Open Field)
 CLIENT: Alford C.I.A.R.C.
 DRAWING: 109 1P
 SCALE: 1:100 DRAWN BY: M.A. DATE: Sep/20
 OFFICE: No. 3, BURVA ESTATE, FULBARK, 94 83376

DOK07 Kuntratt tal-Akkwist

Pagna | **37**

SUB-28/20

Today, fourth (4th.) day of June of the year two thousand and seven (2007);

Before me, Notary Doctor Patricia Hall, duly sworn and admitted, have personally appeared, after being identified in terms of law, by means of the documents mentioned hereunder:

Of the one part:

Carmen Borg, unmarried daughter of Edward and of Helen nee Mallia born in Floriana and residing in Qawra holder of Identity Card number 228060(M) - who is appearing hereon for and on behalf of **Bank of Valletta p.l.c.** as duly authorized, to be referred to hereinafter as the Bank.

Enrolled on
the 12/6/2007

10511/2007

Of the second part:

Charlene Banks, unmarried daughter of Charles David and Arlene Cherie nee Cockrane born in Durban United Kingdom and residing at (flat 4 'Revic Court' Triq il-Gandoffli) Bugibba limits of Saint Paul's Bay holder British passport number 800110614, to be referred to hereinafter as the customer and/or the purchaser as the case may be.

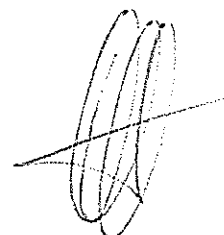
Of the third part:

Emanuel sive Manwel Borg, an unmarried son of Giovanni and Katerina nee Catania born in Birkirkara and residing at (Ashville 9, Triq Guzeppi Caruana) Rabat Malta holder of identity card number 436341(M), hereinafter referred to as the 'vendor'.

Appearers have been identified by me, the undersigned Notary, in virtue of the above mentioned documents.

Whereas the Customer has requested the Bank to grant her on loan the sum of twenty nine thousand Malta Liri (LM29,000), which sum, the Bank as delegated by the said customer, is to pay it in full and final settlement of the purchase price of the hereunder described property being purchased by the customer in the second part of this deed; and

offering as security a general hypothec over all her property in general, present and future, and a special hypothec on the immovable being purchased by the customer in the second part of this deed, over and above the special privilege competent to the Bank on the same immovable in terms of law.



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 first part of the deed, the Bank hereby grants on loan to the Customer who accepts the sum of twenty nine thousand Malta Liri (LM29,000) for the above mentioned special purpose.

In warranty of the proper observance of the conditions of this deed and in particular of the repayment of the loan and the payment of interest accruing thereon, the Customer constitutes in favour of the Bank, which accepts:

- (i) a general hypothec on all her property in general present and future; and
- (ii) a special hypothec on the immovable property purchased in virtue of the second part of this same deed over and above the special privilege competent to the Bank in terms of law on the same immovable.

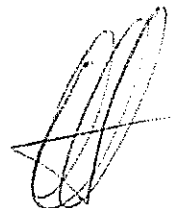
This security is over and above such other security as may be mutually agreed upon from time to time.

Unless otherwise agreed, the loan shall be repaid over a period as agreed between the Bank and the customer or any extension thereof.

The Bank and the Customer agree that if any one of the conditions listed occurs, then, or at any time thereafter, The Bank may, by notice to the Customer declare the loan to be immediately due and payable, whereupon it shall become so due and payable together with accrued interest thereon and any other amounts then payable under this deed.

In the event that the Customer does not effect repayment as agreed or if the Customer is in default, the Bank may, by giving the Customer notice in writing, debit any account held by the Customer with the Bank, with all or any repayments, instalments, interest and charges.

In addition, and without prejudice to the Bank's rights mentioned in the paragraph above, if the Customer does not effect repayment as agreed, if the Customer is in default or if the Customer is otherwise in breach of any of the conditions of the sanction letter and/or the deed of



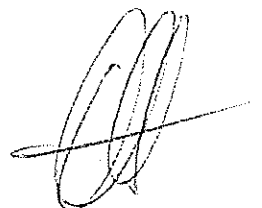
loan, the Bank reserves the right to increase the interest rate by a maximum of three per cent (3%) per annum on the full loan amount without giving any further notice.

The Customer may at any time fully repay the loan and all interest accrued up to the date of repayment. In the event that the Customer requests to do so, the Bank shall calculate the exact amount which is due from the Customer at the time of the request. Depending on the time of the early full repayment, the exact amount which the Customer will repay may be lower than the total amount repayable to the Bank had Customer not effected such early full repayment.

However, in the case of early repayment no refund is given of one-time fees such as processing and legal fees and, in addition, the Bank reserves the right to charge an early repayment fee. This fee covers the costs of the Bank associated with having agreed to make a sum of money available to the Customer for a long period of time. This fee is charged when the loan is repaid in full or when a balance not exceeding ten per cent (10%) of the original loan amount is left in the account, in the first three (3) years of the loan. The early repayment fee of three per cent (3%) is charged on the balance that would have been due to the Bank had you effected repayments as scheduled, at the time of full repayment of the loan or at the time a balance as aforesaid is left in the loan account. This means that any previous early payments will be added back when calculating this fee.

The terms and conditions regulating the loan, (including the term, the interest rate, fees and charges) may be laid down or amended by the Bank from time to time:

- a) in the event of changes in market conditions or in banking practice;
- b) in the event of changes in costs or reductions in return to the Bank, including costs or reductions in return which shall be consequent upon compliance by the Bank with any capital adequacy or minimum reserve requirements or any other request from or requirement of any central bank or other fiscal, monetary or other authority;
- c) if the Customer is in breach of this Agreement or are otherwise in default;

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d) in the event of changes in the law and/or a decision or recommendation of a court, regulator or similar body;

e) in the event of the introduction of new or improved products, systems, methods of operation, technology, alternative delivery channels, services or facilities;

f) in the case of a merger with or take over of the business of another Bank or organisation offering similar services;

g) if any event occurs or circumstances arises which may reasonably affect the performance by the Customer of all or any of the obligations under this Agreement.

The Bank will give the Customer reasonable notice of any such amendment.

It is agreed that the loan shall bear interest at the rate stipulated in the sanction letter. The said interest is to be reckoned on the outstanding balance of loan from time to time, in accordance with recognised banking practice.

Any adjustment to the repayment of the loan, due to any variation in the interest rate may be accommodated at the discretion of the Bank by way of:

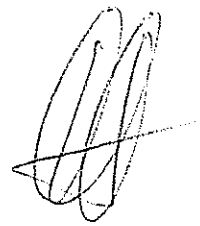
a) an adjustment to the amount of the regular repayments during the period of the loan; or

b) an adjustment to the number of repayments within the period of loan; or

c) an adjustment in the amount of the final repayment. If no such adjustment is made, repayments will continue until the loan, together with interest, is repaid notwithstanding that this may alter the period originally envisaged.

Unless otherwise agreed, the loan shall be repaid over a period of thirty six (36) years or any extension thereof.

The Bank and the Customer agree that if any of the conditions of the 'Events of Default' herewith annexed marked as 'Document A' takes place then or at any time thereafter, the Bank may, by notice to the Customer declare the loan to be immediately due and payable, whereupon it shall become so due and payable together



with accrued interest thereon and any other amounts then payable under this deed.

Furthermore, the Customer and the Bank agree as follows:

(1) All fees and expenses in connection with this deed, including but not limited to, all legal fees and administrative charges as well as charges made for bringing up to date from time to time, the searches in the customer's liabilities and transfers and for maintaining the Bank's security in good order; duty on documents and transfers and similar taxes; and registration costs and other fees due to the undersigned Notary shall be borne by the customer and the customer hereby authorizes the Bank to debit the customer's account/s with the Bank with all such fees and expenses and it shall not be incumbent upon the Bank to verify whether any demand by the undersigned Notary in this respect is justified.

(2) The Bank shall retain in its possession the searches into the liabilities and transfers of the Customer until the loan is paid in full.

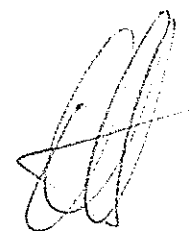
(3) If so requested by the Bank, the Customer undertakes to insure her property against all normal risks with a reputable insurance company, and to have the Bank's interest noted on the relative insurance policy. Furthermore, the Customer authorises the Bank to effect any insurance on said property as the Bank may deem fit at the Customer's sole expense.

(4) The Customer undertakes to give the Bank full details and all information relating to her financial position as requested by the Bank from time to time and to accord to the Bank every facility for the verification thereof.

(5) The Customer undertakes in favour of the Bank which accepts:

a) not to give, without the Bank's prior written consent any further hypothecs/charges over the said immovable even if these rank after the hypothecs/charges to be registered in favour of the Bank in virtue of this deed; and

b) not to let, part with or allow third parties to use the said immovable under any title whatsoever, without the Bank's prior written consent.

A handwritten signature in black ink, appearing to be a stylized 'A' or similar character, located on the right side of the page.

(7) For all intents and purposes of law, I the undersigned notary declare that from a check that was effected in the land registry on the fourth (4th) of June of the year two thousand and seven (2007) it transpires that in relation to the property being sold/hypothecated by virtue of this deed (a) the Minister had not made any order declaring the area, where the tenement sold/hypothecated is situate, to fall within a compulsory registration area in terms of article ten (10) of the land registration act and (b) no application for voluntary registration of the said tenement had been made.

(8) The Customer authorises the Bank to apply to the Land Registrar for the registration of the immovable transferred in the second part of this deed and the registration of the charge constituted in virtue of this part of the deed should the immovable become registrable in the Land Registry.

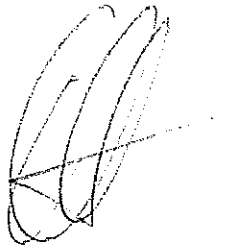
(9) The Customer acknowledges that the Bank has obtained legal advice on the title to the property acquired on this deed, for the purpose of effecting its risk assessment of the lending. The Customer is not relying on the Bank's decision to lend, as proof of title of the property being acquired.

(10) The conditions of this deed shall be governed and construed in accordance with Maltese Law and the Maltese courts shall have non-exclusive jurisdiction to any dispute.

In virtue of this second part of the deed, the vendor hereby sells, transfers and conveys in full ownership, onto the purchasers, who is purchasing, acquiring and receiving, the apartment internally numbered two (2) which apartment is on the left hand side of the block when one looks at the block from the street, without its relative airspace, underlying and overlying third party property, forming part of a block named 'Saint Paul's Court' numbered sixteen (16) in Efesu Street Bugibba limits of Saint Paul's Bay, free and unencumbered with all its rights and appurtenances, including also the right of use of the parts intended for common use.

The said property enjoys and is subject to all the active and passive servitudes arising from its position.

Said block consists of eight (8) basement garages, eight (8) overlying apartments and a 'penthouse', and is bounded on the west by the above mentioned street, south



with property of John D'Amato and others, or their successors in title, and north with another block named 'Sirens Court' property of the brothers Tanti and others, or more correct boundaries.

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

(1) For the price and consideration of thirty seven thousand Maltese Liri (Lm37000) out of which, purchaser has already paid to vendor, prior to to-day, the sum of three thousand and seven hundred Maltese Liri (Lm3,700), and she is presently paying the vendor the sum of four thousand and three hundred Maltese Liri (LM4300), while the Bank, as delegated by the customer, in the first part of this same deed, now pays the vendor, the sum of twenty nine thousand Maltese Liri (LM29000), in full and final settlement of the purchase price, and vendor nomine tenders due receipt in full and final settlement.

(2) The vendor nomine warrants peaceful possession and real enjoyment in terms of law, of the property hereby transferred, by means of a General Hypothec over all its property in general, present and future, in favour of the purchaser, who accept.

(3) The vendor nomine declares and guarantees, that the development and permit fee and the road and drainage contributions relative to the said property have been paid for.

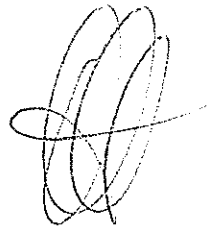
(4) Notarial fees and expenses are payable by the purchasers.

(5) Vendor warrants that the said property is not expropriated nor requisitioned, nor is there the intention that the said property be expropriated or requisitioned, and is being transferred free from any litigation, ground rents, and hypothecs.

(6) The said property is being transferred with guaranteed vacant possession.

(7) Purchaser shall not pay nor receive compensation for party walls.

(8) The apertures and the facade of the apartment subject of this sale have to remain uniform with those of the other apartments in the same block.

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(9) The drains and drainage system is common between the apartments, the garages and the penthouse forming part of the above mentioned block.

(10) The purchaser has the right to install and maintain a water tank and a communal television aerial on the roof of the above mentioned block and access thereto only for the purpose of maintenance and repairs of the said water tank and television aerial u access. The purchaser has the right to install and maintain a separate television aerial.

(11) Purchaser binds herself to pay her 'pro rata' share for the maintenance and repairs of the common parts.

(12) No hanging of clothes is allowed on the terraces and balconies overlooking the street.

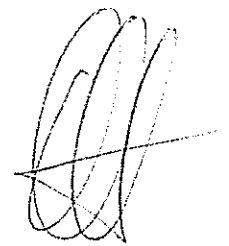
(13) No signs or placards are to be affixed to the balconies overlooking the street.

(14) Said apartment is to be used for residential purposes.

(15) The common parts of the above mentioned block cannot be obstructed in any way.

For the purposes of Act Seventeen (XVII), of the year nineteen hundred and ninety three (1993), concerning Duty on Documents and Transfers, I, the undersigned Notary, hereby declare, that the said property was acquired by the vendor, by onerous title from John and Concetta spouses Tanti and Charles and Carmen spouses Tanti in virtue of a deed in the records of Notary Anthony Abela of the twenty third (23rd) of April of the year one thousand nine hundred and ninety seven (1997), from where further root of title results.

For the purposes of Act Seventeen (XVII), of the year nineteen hundred and ninety three (1993), concerning Duty on Documents and Transfers, the amount of duty payable on this deed by the purchaser amounts to one thousand and four hundred Maltese Liri (Lm1400), due to the fact that the purchaser declares that they have acquired the said immovable to establish therein their sole and ordinary residence. This declaration has been made after that I the undersigned Notary warned them as to the importance of the truthfulness of this declaration of theirs and of its consequences Out of which sum, the sum of three hundred and seventy Malta Liri (LM370) has already been paid before today to the commissioner of

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inland revenue as required by law as can be seen by means of the attached 'Document letter B'. The purchaser is presently paying the difference amounting to one thousand and thirty Maltese Liri (LM1030).

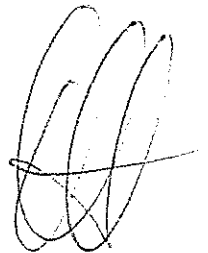
The purchaser declares that she is a citizens of the European Union however notwithstanding that she has not resided in Malta for a five (5) year continuous period during her lifetime, in virtue of this deed she is acquiring the above mentioned immovable property which is to form her primary residence and as such according to Chapter two hundred and forty six (246) of the Laws of Malta she does not require an acquisition of immovable property by non-residents permit. This declaration is being made after due explanation of its import according to Law by the undersigned Notary

For the purposes of the Income Tax Act and the Income Tax Management Act of the year nineteen hundred and ninety-four (1994) and the act which amends the income tax act of the year two thousand and three (2003) as amended by Act two (2) of the year two thousand and six (2006), "Budget Measures Implementation Act, 2006", Part II, the following is being declared:

The capital gains tax payable by the vendor on this deed amounts to four thousand four hundred and forty Maltese Liri (LM4440). The vendor declares that he is paying final capital gains tax at the rate of twelve percent (12%) since he acquired the above mentioned apartment for than five (5) years ago.

For the purposes of sub article twelve (12) of article five capital A (5A) of the Income Tax Act, the parties declare that they have declared to the undersigned notary all the facts that determine if the transfer is one to which article 5A applies and that are relevant for ascertaining the proper amount of tax chargeable or any exemption, including the value which, in their opinion, reasonably reflects the market value of the said property, if this value is higher than the consideration for the transfer. The parties make such declaration after the undersigned notary warned them about the importance of the truthfulness of this declaration of theirs.

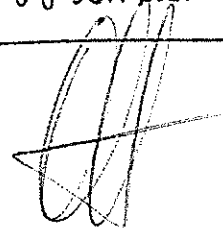
The parties therefore declare that the value given to the immovable on sale on this deed is real and just and this after I explained to the appearers the importance to declare the truth according to law.



This deed was executed, read and published, after due explanation of its contents according to the law to appearers, hereto in Malta, Valletta, Palace Square, number one stroke five (1/5) at the Legal Office of the Bank.

(Signed) *C. Borg*
Charlene Banks
Emmanuel Borg
Dr. Patricia Hall
Notary Public Malta

TRUE COPY OF THE ORIGINAL
08 JUN 2020



Dr. Patricia Hall B.A., LL.D.
Notary Public & Commissioner for Oaths

DOK08 Ipoteki

Pagna | ⁴⁵28

SUB-28/20

NOTA TA' ISKRIZZJONI TA': IPOTEKA

NUMRU PROGRESSIV : 0488

RIMARKI: (Għall uffiċjali biss)

KREDITUR: Automated Revenue Management Services Ltd (C46054), f'isimha proprju u għan-nom tal-Enemalta p.l.c. u l-Korporazzjoni għas-Servizzi tal-Ilma.

DEBITRIĊI: Charlene Banks, detentriċi tal-karta tal-identità numru 40372A, bint minn ġenituri mhux maghrufa, imwiolda l-Afrika t'Isfel fl-01 ta' Awwissu, 1978 u residenti x-Xagħra.

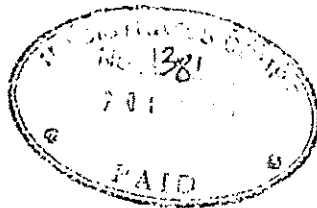
Dettagli ulterjuri konċernanti d debitrici mhux maghrufa.

€2600

KREDITU: Is-somma ta' elf, mitejn, sitta u tmenin euro u sebgha u sebghin ċenteżmu (€1,286,77) kanonizzati wara ltra Uffiċjali skont Artikolu erba' mija sitta u sittin (466) tal-Kapitolu tnax (12) ipprezentata fil-Qorti tal-Magistrati (Malta) fit-tlieta u għoxrin ta' Awwissu, tas-sena elfejn u sbatax (23/08/2017) bin-numru elfejn, mitejn, sebgha u sittin, tas-sena elfejn u sbatax (2267/2017) u notifikata, flimkien ma' l-imghax legali mid-data tal-prezentata tal-istess ltra Uffiċjali, spejjeż u drittijiet legali.

48

KAWZA TA' PREFERENZA : Ipoteka Ġenerali.



Sharon Tonna
Deputat Registratur
Deputy Registrar
Qrati tal-Gustizzja (Malta)
Law Courts (Malta)

[Handwritten signature]

[Handwritten signature]
Avv. Noel Bézzina I.L.O.
għas soċjeta' Kreditriċi

Illum ta'
3 MAR 2019

11075

Nota għall Iskrizzjoni ta' Hypothec & Privilege Numru Progressiv

Rimarki
(għall usu
Ufficjali Biss)

Kreditur: Bank of Valletta p.l.c.

Debitur: Charlene Banks, unmarried daughter of Charles David and Arlene Cherie nee Cockrane born in Durban United Kingdom and residing at Bugibba limits of Saint Paul's Bay holder British passport number 800110614,

Kreditu: The sum of twenty nine thousand Maltese liri (Lm29,000) granted on loan by a deed in my records of the fourth (4th) day of June of the year two thousand and seven (2007). It is agreed that the loan shall bear interest at the rate stipulated in the sanction letter. The said interest is to be reckoned on the outstanding balance of loan from time to time, in accordance with recognised banking practice. Unless otherwise agreed, the loan shall be repaid over a period as stipulated in the sanction letter years or any extension thereof. The Bank and the Debtor agree that if any one of the condition listed in the Schedule annexed to the deed, which forms an integral part of the deed occurs, then or at any time thereafter the creditor Bank may by notice to the Debtor, declare the loan to be immediately due and payable, hereupon it shall become so due and payable together with accrued interest thereon and any other amounts then payable under this deed.

Continued / ...

Handwritten notes: 19 AD, 2, 50

Kawza ta' Preferenza: General Hypothec, Special Hypothec and Special Privilege over the apartment internally numbered two (2) which apartment is on the left hand side of the block when one looks at the block from the street, without its relative airspace, underlying and overlying third party property, forming part of a block named 'Saint Paul's Court' numbered sixteen (16) in Efesu Street Bugibba limits of Saint Paul's Bay, free and unencumbered with all its rights and appurtenances, including also the right of use of the parts intended for common use. The said property enjoys and is subject to all the active and passive servitudes arising from its position. Said block consists of eight (8) basement garages, eight (8) overlying apartments and a 'penthouse', and is bounded on the west by the above mentioned street, south with property of John D'Amato and others, or their successors in title, and north with another block named 'Sirens Court' property of the brothers Tanti and others, or more correct boundaries.

Illum ta' 2007

Stamp: 12 JUN 2007
Signature: [Handwritten signature]

Signature: [Handwritten signature]

Firma tal-Persuna li tapplika għall-Iskrizzjoni.

Not. Dr. Patricia Hall LL.D

11075

Nota għall Iskrizzjoni ta' Hypothec & Privilege Numru Progressiv

Rimarki
(għall usu
Ufficjali Biss)

Kreditur:

Debitur:

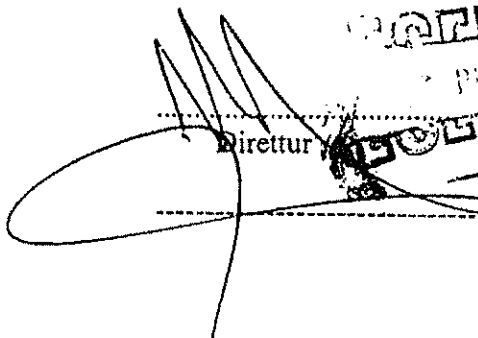
Kreditu: The terms and conditions regulating the loan (including the term, the interest rate, fees and charges) may be laid down or amended by the Bank from time to time: (a) in the event of changes in market conditions or in banking practice; (b) in the event of changes in costs or reductions in return to the Bank, including costs or reduction in return which shall be consequent upon compliance by the Bank with any capital adequacy or minimum reserve requirements or any other request from or requirement of any central bank or other fiscal, monetary or other authority; (c) if the Debtor is in breach of this agreement or is otherwise in default; (d) in the event of changes in the law and/or a decision or recommendation of a court, regulator or similar body; (e) in the event of the introduction of new or improved products, systems, methods of operation, technology, alternative delivery channels, services or facilities; (f) in the case of a merger with or take over of the business of another bank or organisation offering similar services; (g) if any event occurs or circumstances arises which may reasonably effect the performance by the Debtor of all or any of the obligations under this agreement. The Bank will give the Debtor reasonable notice of any such amendment.

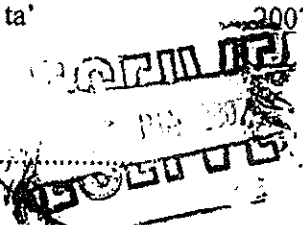
And which sum loaned, was paid on the relative deed by the creditor Bank as delegated by the debtor as part of the purchase price of the hereunder described immovable property;

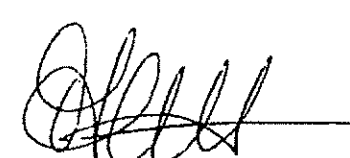
51

Kawza ta' Preferenza:

Illum ta' 2007


Direttur





Firma tal-Persuna li tapplika
għall-Iskrizzjoni.

Not. Dr. Patricia Hall LL.D

DOK09 Hlasijiet

A – Ittra registrata datata 04 ta' Dicembru 2020

B – Kopja ta' permessi PA 3849/96

C – Hlas, Talba ghal sgass

D – Hlas, Registru tal-Artijiet



Triq il-Ferrovija 1-Qadima, Hamrun
 Hamrun
 Tel: (+356) 21224421
 EXD No: EX0947
 VAT No: MT15114134
 TII No: ---

HMR0562685 04 Dec 2020 10:56:59
 USER: ACH498 - CALVIN CAMILLERI

Contact Name: CASH SALE CLIENT
 Vat Number: NA

Sale Number: HMR11073978

Local Post

Weight: 0.009 kg
 Quantity: 1
 Service: Letter
 Price: 0.30
 Stamps Affixed: N/A

Paid: E €0.30

Weight: 0.009 kg
 Quantity: 1
 Service: Letter
 Price: 2.00
 Stamps Affixed: -0.30

Paid: E €2.00

Grand Total: €2.30

Total Tendered: 3.00
 Cash Tendered: 3.00

Change: €0.70

VAT Analysis €

Full F 18%: 0.00
 Reduced R 5%: 0.00
 Exempt E 0%: 2.30
 Non-Vatable N 0%: 0.00

VAT Paid: €0.00



HMR11073978

This receipt is invalid
 if cheque is dishonoured
 or payment against Local Purchase Order

53

BOV

PERMITTING AUTHORITY OF
ST FRANCIS RAVELIN FLORIANA

NBCH NO 0006009397 TRND ID 40004820
Visa Debit2019 EXP: 01/21

SAIF

Date 04/12/20 Time 07:46 RC 00

Batch 00559 Invoice 03525

16111

AMOUNT EUR
APPROVED

39.61

3 AUTHORITY

St Francis Ravelin, Floriana, FRN 1230, Malta
www.pa.org.mt

Tel: (+356) 2290 0000
VAT No: MT 1281-6708

customercare@pa.org.mt
Exemption No: EXO 1188

Customer Copy

Name: Perit Farrugia

Address:

Cash Sale Number: 350238-9987-2

Date: 04 December 2020

VAT No.:

Item Description	Qty	Unit Price (excl VAT)	Net Amount (excl VAT)	VAT Amount	VAT Rate %
Copy of permit (digital) PA 3849/96	1	€4.66	€4.66	€0.00	0
Copy of plans (digital)	3	€11.65	€34.95	€0.00	0

Payment Details:

BOV

Debit / Credit Card

Cash Sale Status:

Settled

Total NET:	€39.61
Total VAT:	€0.00
Total:	€39.61


Drawn up by
Connie Genuis

Receipt is not valid if payment is dishonoured.



GOVERNMENT OF MALTA

Receipt No: 000439763

Ministry/Department	COURTS OF JUSTICE - REGISTRU SUPERJURI - CIVILI		Date	08 Apr 2021
Received from C FARRUGIA				
the sum of	Seven euro	Net	7.00	
		% VAT		
		Total	7.00	
in respect of			Payment Method	
NOTIFIKA - Cash No: 587/04/2021 - Received on: 08/04/2021				
BANK OF VALLETTA P.L.C (C2833) vs BONNICI DR JOSEPH P ET NOE				
			Cashier ZERAFA CHANTELE	
			Signature	

ACC1

When payment is made by cheque, this receipt is valid subject to bank clearance

Charlie Farrugia
Aloysius
Fra Gammari Zammit
Zurrieq
zrq2352
Malta

Cash Sale

27/04/2021

210362E

No of Copies 1

Fee Per Site Plan €6.00

Total €6.00

56

Land Registration Agency
116, Casa Bolino
Triq il-Punent
Il-Belt Valletta
VLT 1535

Tel: +356 21239777, 25904700

Email: enquirieslandregistry@gov.mt

www.landregistryplans.gov.mt

DOK10 Appendici

Pagna | **40**

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Jesponi b'rispett:

[1] Illi l-esponent ghamel diversi talbiet lis-socjeta attrici sabiex ikun maghruf jekk gewx appuntati il-Kuraturi Deputati f'isem Charlene Banks (detentrici tal-Karta tal-identita numru 40372(A)). Ir- risposta ghal dan irrizultat fin-negattiv (Dok CF01).

[2] Illi l-esponent intavola rikors sabiex jigi estiz it-terminu tal-inkarigu sakemm jigu nominate il-kuraturi deputati (Dok CF02)

[3] Illi gew mahtura l-Av Joseph P Bonnici u PL Nadine Farrugia bhala Kuratrui Deputati mill-Imhalled Onor G Micallef LLD nhar il-24 ta' Novembru 2020 (Dok QO 03)

[4] Illi wara li l-esponent ghamel talba lis-socjeta attrici jekk ghandiex fil-pussess taghha cwievet jew mezz ta' access ghal-propjeta', u risposta fin-negattiv (Dok CF04)

58
Pagna | 41

[5] Illi sar access fuq il-fond odjern nhar il-10 ta' Dicembru 2020 wara komunika' lil partijiet koncernati. Waqt l-imsemmi access, il-bieb kien maghluq u l-esponenti ma setax jaccessa l-fond odjern. (Dok CF05)

[6] Illi, wara konsultazjoni mas-socjeta' attrici u l-Kuraturi Deputati, sar rikors ghal-sgass assistit mill-Pulizija Ezekuttiva u l-Marixall tal-Qorti. (Dok CF 06).

[7] Illi, giet milqugha t-talba ghal-sgass mill-Imhalled Onor G Micallef LLD nhar is-07 ta' April 2021 (Dok QO 07).

[8] Illi, l-imsemmi sgass sar nhar it-28 ta' April 2021, fil-prezenza tal-Marixxalli Mario Genuis u Eugenio Mallia. Prezenti ukoll PC 714 u PC 2414. F'isem Bank of Valletta plc, dehru Dennis Borg (KI Nru 168364M) flimkien ma haddiema tal-Maintenance li wettqu l-iskass. Il-propjeta' giet maghluqa permezz ta' katnazz wara li ntemm l-access.

BOV

Bank of Valletta

peritcfarrugia@gmail.com

Authenticated by bov.com Valid Signature

From: vanessa.magro@bov.com
To: peritcfarrugia@gmail.com
Cc: aldo.meli@bov.com, alexia.albani@bov.com, george.cassarwhite@bov.com, roderick.abela@bov.com, rose.cortis@bov.com
Sent: Nov 9, 2020 4:24:26 PM CET
Subject: Re: [**Sender Unverified**] Re: [**Sender Unverified**] Re: Sub 28/20 - Bov vs. Kuraturi deputati (Charlene Banks)

Ghaziz Perit Farrugia,

Qed niktbe b'referenza ghal-Email tieghek hawn taht u nixtieq ninfurmak illi l-Kuraturi Deputati biex jirraprezentaw lil Charlene Banks ghadhom ma gewx appuntati mill-Qorti. Din il-procedura taf tiehu naqra fit-tul pero nixtieq nghidlek illi qed naghmlu mill-ahjar biex nghagglu l-process.

Nixtieq ninfurmak ukoll illi kif ser tigi ffinalizzata din il-procedura inti ser tigi nformat b'dan minnufih.

Nselli ghalik.

Vanessa Magro
 Legal Procurator
 Legal Office

Bank of Valletta p.l.c.
 1/5, Misrah San Gorg,
 Il-Beit Valletta VLT 1190 - Malta

T: (356) 2275 5307
 F: (356) 2275 3501
 Email: vanessa.magro@bov.com

59

From: Perit Charlie S Farrugia <peritcfarrugia@gmail.com>
To: Vanessa Magro <vanessa.magro@bov.com>
Cc: Aldo Meli <aldo.meli@bov.com>, Dr Alexia Albani <alexia.albani@bov.com>, George Cassar White <george.cassarwhite@bov.com>, Roderick Abela <roderick.abela@bov.com>, Rose Cortis <rose.cortis@bov.com>
Date: 09/11/2020 14:36
Subject: [**Sender Unverified**] Re: [**Sender Unverified**] Re: Sub 28/20 - Bov vs. Kuraturi deputati (Charlene Banks)

CAUTION: THIS EMAIL DID NOT ORIGINATE FROM BOV GROUP AND IS UNVERIFIED

Sinjuri,

Ghandkom informazzjoni jekk il-Qorti Kuraturi Deputati fis-subbasta nru 28/20 (BoV vs Charlene Banks - San Pawl il-bahar) gewx appuntati?

Il-Qorti kienet tat zmien sal- 25 ta' Novembru 2020 sabiex isir l-access u jigi prezentat ir-rapport mehtieg. Fin-nuqqas li l-kuraturi deputati ghadhom ma gewx appuntati, ser nipprezenta rikors lill-Qorti sabiex tinghata estensjoni ta' din id data.

Gentilment nitlobkom tinfurmawni jekk ikolkom xi informazzjoni li l-kuraturi gew appuntati.

Grazzi bil-quddiem.

Charlie S Farrugia
 Perit

On Mon, Oct 19, 2020 at 2:10 PM Vanessa Magro <vanessa.magro@bov.com> wrote:

[link](#)

This is a secure, encrypted message.

Desktop Users:

10 ta' Novembru 2020

Fil- Prim' Awla tal- Qorti Civili

Fl-Atti tas- Subbasta nru 28/20 fl-
ismijiet
Bank of Valletta plc vs Kuraturi Deputati

Rikors tal- Perit Charlie S Farrugia

Jesponi bir-rispett:

Illi huwa gie nominat b'digriet ta' din il- Qorti moghti nhar l-25 ta' Settembru 2020 sabiex jaghmel jaghmel deskrizzjoni tal- fond indikat fir-rikors promotur u cioe':

Apartament Numru 2, formanti minn blokka ta' bini bl-isem "Saint Paul's court", Numru 16 fi Triq Efesu, Bugibba,

u sabiex ifisser pizijiet, kijiet u jeddjet ohra, sew reali jew personali, jekk ikun hemm, li ghalihom dan il-fond ikun suggett kif ukoll l-ahhar trasferiment tieghu, skont l- informazzjoni li jkun ha mill- kreditur jew mid-debitur.

Illi sussegwntement huwa gabar l-inkartament relattiv u ikkomunika mal-kredituri dwar il-hatra ta' kuratri deputati nominanti sabiex jipprezentaw lil assenti Charlene Banks. Jirrizulta li sal-10 ta' Novembru 2020, l-imsemmija kuraturi kienu ghadhom mhux mahtura (Dokument CF01).

Il-hatra tal-imsemmija kuraturi hi mehtiega sabiex minnhom tingabar informazzjoni rigward il-fond indikat fir-rikors, jigi provdut access u fin-nuqqas issir talba ghal zgass fil-presenza tal-marixxal tal-Qorti u tal- pulizija esekuttiva.

PERIT CHARLIE S FARRUGIA

✉ Aloysius, Fra Gammari Zammit Street, Zurrieg

☎ +356 79213141

✉ peritcfarrugia@gmail.com

Illi galadarba il-kuraturi ghadhom mhux appuntati, b'hekk l-access ma setghax isir kif prenotat, u konsegwentement ir-rapport ma jistax jigi pprezentat lil din il- Qorti sad-data indikata kif ordnat minn din l-istess Qorti.

Ghaldaqstant l-esponenti jitlob lil din l-onorabbli Qorti sabiex jinghata estensjoni ta' zmien oltre mill- 25 ta' Novembru 2020, sakemm jigu nominate il-kuraturi deputati u dan sabiex l-esponenti jinghata access ghal-fond imsemmi. Fin-nuqqas li din it-talba tigi milqugha, l-esponenti jitlob direzzjoni alternattiva minn din il- Qorti.

61

Perit Charlie S Farrugia

BE&A(Hons) MSc A&CE

Perit Tekniku

PERIT CHARLIE S FARRUGIA

✉ Aloysius, Fra Gammari Zammit Street, Zurrieg

☎ +356 79213141

✉ peritcfarrugia@gmail.com

PRIM' AWLA TAL-QORTI CIVILI

IMHALLEF

ONOR. ROBERT G. MANGION LL.D.

Fl-atti tas-subbasta numru: 28/2020

Rat ir-rikors, id-digriet precedenti, il-bandi mahruga u r-riferta tal-Marixxall;

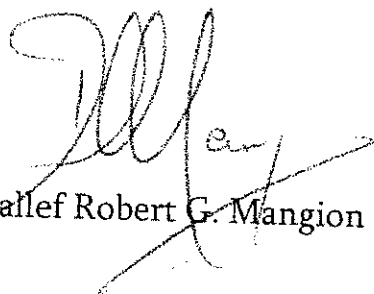
Billi ma deher hadd biex jaccetta l-kurazija;

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Tinnomina lill-Avukat Dr Joseph P. Bonnici LL.D.
U lill-Prokuratur Legali Nadine Farrugia.

Bhala kuraturi ghall-finijiet kollha tal-ligi.

Illum 24 ta' Novembru, 2020



Onor Imhalef Robert G. Mangion LL.D.

Bank of Valletta

peritcfarrugia@gmail.com

Authenticated by bov.com Valid Signature

From: rose.cortis@bov.com
To: peritcfarrugia@gmail.com
Cc: vanessa.magro@bov.com, george.cassarwhite@bov.com, roderick.abela@bov.com, alexia.albani@bov.com
Sent: Dec 3, 2020 10:09:44 AM CET
Subject: Sub 28/20 - Bov vs. Kuraturi deputati (Charlene Banks)

Good morning Perit,

Customer's whereabouts are not known and probably customer absconded from the island.

We do not hold keys to the property and it would be better to first ask the curators appointed before we can proceed with forceful entry.

Please do not hesitate to contact us should you require further assistance

Regards,

Rose Cortis
Litigation Officer
Legal Office

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Bank of Valletta p.l.c.
1/5, Misrah San Gorg
Il-Belt Valletta VLT 1190 - Malta.
T: (356) 2275 5308
F: (356) 2275 3501

From: Perit Charlie S Farrugia <peritcfarrugia@gmail.com>
To: Rose Cortis <rose.cortis@bov.com>
Cc: Vanessa Magro <vanessa.magro@bov.com>
Date: 02/12/2020 14:57
Subject: **[**Sender Unverified**]** Re: Sub 28/20 - Bov vs. Kuraturi deputati (Charlene Banks)

CAUTION: THIS EMAIL DID NOT ORIGINATE FROM BOV GROUP AND IS UNVERIFIED

Rose,

Ghal kull buon fini, il-bank ghandu cwievet jew access ghal-fond odjern?

Grazzi bil-quddiem.

PERIT CHARLIE S FARRUGIA
 B.E.&A. (Hons.) M.Sc. A.& C.E.
 ARCHITECTURAL DESIGN – STRUCTURAL ENGINEERING
 ENVIRONMENTAL PERFORMANCE



Ref Taghna: SUB28/2020

04 ta' Dicembru 2020

Ms Charlene Banks
Apartment Nru 2,
16, St Paul's Court
Triq Efesu
Bugibba

SUBBASTA 28/2020 : Bank of Valletta vs Kuraturi Deputati

Sinjuri,

In segwitu ta' Digriet moghti fil-Prim Awla' tal-Qorti Civili, jiena gejt nominat sabiex naghmel deskrizzjoni tal-fond jew fondi msemmi fis-subbasta u sabiex nfisser il-pizijiet, kirjiet u jeddijiet ohra, sew reali kemm personali, jekk ikun hemm, li ghalihom dan il-fond jew fondi ikun suggett kif ukoll l-ahhar trasferiment tieghu, skont l-informazzjoni li nkun hadt minghandek, u *cioe'* **Apartment Nru 2, St Paul's Court, 16, Triq Efesu, Bugibba**

Ghaldaqstant ninfurmak li ser jinzamm access fil-fondijiet imsemmija fid-data ndikata hawn isfel:

10 ta' Dicembru 2020 - 0300 pm

Gentilment nitlobok tipprovdi access gewwa l- fond hawn imsemmi fid-data u l- hin indikati.

Fin-nuqqas li jinghata access, ser issir talba ghal sgass, fil-presenza tal-marixxall u l-pulizija ezekuttiva

F'kaz ta' diffikulta, nitlobok tikkuntatjani fuq 79213141.

Perit Charlie S Farrugia
 B.E.&A.(Hons) M.Sc. A&CE

CC:
 Bank of Valletta
 Av Joseph P Bonnici
 PL Nadine Farrugia

Fil- Prim' Awla tal- Qorti Civili

Fl-Atti tas- Subbasta nru 28/20 fl-ismijiet
Bank of Valletta plc vs Kuraturi Deputati

Rikors tal- Perit Charlie S Farrugia

Jesponi bir-rispett:

Illi huwa gie nominat b'digriet ta' din il- Qorti moghti nhar il- 25 ta' Settembru 2020 sabiex jaghmel deskrizzjoni tal- fond u stima relattiva tal- fond indikat fir-rikors promotur u cioe, *Apartament Nru 2, formanti minn blokka ta' bini bl-isem "Saint Paul's Court", Numru 16, fi Triq Efesu, Bugibba*, u sabiex tfisser pizijiet, kirjiet u jeddijiet ohra, sew reali jew personali, jekk ikun hemm, li ghalihom dan il-fond ikun suggett, kif ukoll l-ahhar transferimet tieghu, skont l-informazzjoni li jkun ha mill-kreditur jew mid-debitur.

Illi sussegwntement huwa gabar l-inkartament relattiv u wara li gew nnominati il-kuraturi debutati (24 ta' Novembru 2020), hu nforma lill-partijiet permezz ta' ittra bid-data tal- 4 ta' Dicembru 2020, fejn huwa indika li kien se jzomm access fl-imsemmi fond nhar l- 10 ta' Dicembru 2020 fil- hin ta' l- 0300 pm. Kopja ta' din l-ittra qed tkun annessa ma dan ir-rikors bhala Dokument CF01.

Illi meta l-esponenti acceda fuq il- fond dak in- nhar l- 10 ta' Dicembru 2020, kif kien indikat lill-partijiet permezz ta' l-imsemmija ittra, l-esponenti ma nghata ebda access peress li meta habbat fuq il-bieb ta' l-imsemmi fond diversi drabi, hadd ma fetahlu.

Illi huwa staqsa lis-socjeta' attrici jekk ghandiex cwievet jew mezz ta' access fil-fond msemmi, dawn wiegbu fin-negattiv, kif indikat fl-email anessa bhala Dokument CF02.

Illi b'hekk l-access ma setghax isir kif prenotat, u konsegwntement ir-rapport ma jistax jigi pprezentat lil din il- Qorti.

PERIT CHARLIE S FARRUGIA

'Aloysius', Fra Gamhari Zammit Street, Zurrieq, ZRQ 2352, Malta

+356 79 213141

peritcfarrugia@gmail.com

Ghaldaqstant l-esponenti jitlob lil din l- onorabbli Qorti sabiex

[a] l-esponenti jkun awtorizzat li jaghmel zgass fil- presenza tal- marixxal tal-Qorti u tal- pulizija esekuttiva u

[b] jinghata estensjoni fit-terminu ta' zmien ta' meta r-rapport ikun prezentat lill-Qorti.

Fin- nuqqas li dawn it-talbiet tieghu jigu milqugha, l-esponenti jitlob direzzjoni alternattiva minn din il- Qorti.

11 ta' Dicembru 2020

Perit Charlie S Farrugia
BE&A (Hons) MSc A&CE
Perit Tekniku

66

FIL-PRIM'AWLA TAL-QORTI CIVILI

IMHALLEF: ONOR Robert G Mangion LL.D.

Fl-Atti tas-Subbasta 28/2020

Bank of Valletta p.l.c

Vs

Dr Joseph P Bonnici et noe

Kommunika Perit Charles Farrugia

Il-Qorti,

Rat mill-gdid ir-rikors;

Rat illi l-kuraturi deputati gew notifikati izda ma pprezentawx risposta ;

Tipprovdi kif gej ; -

1. Tilqa' l-ewwel talba.
2. Testendi t-terminu ghar-rapport bi zmien xahar mill-jum tal-access .

Illum 7 ta' April, 2021

Gaetana Aquilina
Deputat Registratur.