Fl-Atti tas-Subbasta Nru. 53/16

Bank of Valletta p.l.c.

VS

Raymond Scerri



Rapport ta' Valutazzjoni

Dajenu Apartments, 60 Flat 1, Triq Mikiel Calleja, Hal Tarxien

u

Garage 8, Triq Dun Guzepp Gonzi, Hal Tarxien

Relazzjoni tal-perit tekniku

Dott. Perit Jevon Vella,

B.E. & A. (Hons) (Melit.), Spec. Restauro (Roma Sapienza), Ph.D (Roma Sapienza), A. & C.E.

Warrant Nru. 385



Rapport ta' Valutazzjoni

Subbasta:

53/16

Riferenza:

S26-19

Re:

Dajenu Apartments, 60 Flat 1, Triq Mikiel Calleja, Hal Tarxien

u

Garage 8, Triq Dun Guzepp Gonzi, Hal Tarxien

Illum, 20 ta' Jannar 2020

Permezz ta' digriet ta' din l-Onorabbli Qorti moghti fid-9 t' Ottubru 2019, l-esponent, il-perit Dott. Jevon Vella, numru tal-Warrant 385, hawn taht iffirmat, gie mahtur bhala espert fl-atti tal-Mandat ta' Qbid ta' Hwejjeg Immobbli hawn fuq imsemmija, sabiex ihejji rapport ta' valutazzjoni u stimi skond l-Artikolu 310 *et seq.* tal-Kodici ta' Organizzazjoni u Procedura Civili (Kap. 12).

In adempiment tal-inkarigu moghti lilu, l-esponent jiddikjara dan li gej:

A. Indikazzjoni tas-sit u l-gholi tal-fond

Il-propjetajiet immobiljari in ezami jikkonsistu minn zewg fondi distinti u separati, cjoe' appartament (i.e. flat) u garaxx li nbnew fl-istess zmien u li jiffurmaw parti minn zvilupp wiehed, konsistenti minn blokka appartamenti b' garaxxijiet sottostanti.

L-izvilupp jinsab fil-lokalita ta' Hal Tarxien, f' kantuniera kkonfinata minn Triq Mikiel Calleja mil-punent, u minn Triq Dun Guzepp Gonzi mit-tramuntana.

Skond is-Survey Sheets tas-sena 1968 u l-Pjan Lokali¹, iz-zona fejn jinsab l-izvilupp in ezami hi maghrufa bhala Il-Qaghla. Din tmiss ma' zona ohra maghrufa bhala Taz-Zilfa li pero' tifforma parti mill-lokalita' tal-Fgura.

Originarjament, is-sit kien jikkonsisti minn bicca art kbira u battala, konsistenti minn tlett *plots* li flimkien kienu jammuntaw ghal madwar hames mija u hamsa w ghoxrin metru kwadru (525m²).

Fid-dettal, l-appartament u l-garaxx jifformaw parti minn blokka residenzjali li tikkonsisti minn numru t' appartamenti mibnija fuq tlett sulari, b' livell ta' kmamar tal-bejt (i.e. washrooms) sovrastanti, u garaxxijiet sottostanti fil-livell terren u taht l-art.

L-appartment ghandu access minn bieb komuni f' Triq Mikiel Calleja, mentri l-garaxx ghandu access minn rampa komuni li tizbokka minn Triq Dun Guzepp Gonzi. Kopja tal-pjanta tas-sit taz-zewg propjetajiet in ezami f' skala 1:1000 (planimetrija), qed tigi esebita ma dan ir-rapport u mmarkata bhala Dok. A.

Access mhux assistit fuq is-sit sar nhar is-17 ta' Jannar 2020 wara nofsinhar, bejn is-13:00 u s-14:30. Din id-deskrizzjoni hi bbazata fuq spezzjoni viswali biss, minghajr l-uzu ta' ghodod jew attrezzatura li jippermettu spezzjoni aktar fiddettal.

B. Pjanta/skizz li juru l-ghadd ta' kmamar li jiffurmaw il-fondi u d-daqs taghhom

Skizz li jindika t-tqassim u l-kunfigurazzjoni prezenti tal-garaxx, l-entrata komuni tal-blokka fejn jinsab l-appartament, u tal-appartament *per se*, inkluz id-dispozizzjoni taghhom rilevanti ghall-propjetajiet ta' terzi, qed jigi esebit ma dan ir-rapport u mmarkat bhala Dok. B.

¹ South Malta Local Plan (SMLP) ippubblikat f' Lulju 2006 (ISBN-13: 978-99932-83-59-1, ISBN-10:99932-83-59-2).

C. Rapport dwar jekk il-fondi gewx mibnija skond permessi tal-bini u regoli sanitarji

Skond il-Mappa TA 1 tal-istess Pjan Lokali, is-sit jinsab f' zona residenzjali,izda barra mill-*Urban Conservation Area*. ² Jigi osservat ukoll, li skond il-Mappa TA 2 tal-istess Pjan Lokali, jistghu jinbnew sa' tlett sulari u *semi-basement*. Kopji tazzewg mapep qed jigu esebiti ma dan ir-rapport u mmarkati bhala Dok. C u D rispettivament.

L-izvilupp kollu li nbena fuq din il-bicca art li kienet tkopri l-imsemmija tlett plots inkluz iz-zewg propjetajiet immobiljari in ezami, huwa kopert b' zewg full development permissions, cjoe' PA 3273/00³ u sussegwentement PA 131/01⁴, kif ukoll b' amended development permission PA 3896/03⁵.

Mill-orthophotos tal-geoserver ta' l-Awtorita' dwar l-Ippjanar, jidher li l-izvilupp kien effettivament komplut fis-sena 2004.⁶ Ghalhekk ghandu jsegwi li l-propjetajiet immobiljari in ezami ghandhom madwar hmistax-il (15) sena.

² Il-policies rilevanti ghaz-zona in ezami huma SMHO 02 - Residential Areas and Residential Priority Areas, u SMSE 04 – Public urban open spaces, squares and Green Areas.

³ PA/03273/00 "Location: Site at Triq San Tumas, Tarxien. Description of works: To erect basement garages, ground floor maisonettes and shop, first and second floor flats. Perit J.P. Attard on behalf of Mr Emanuel Bonavia. Decision publication date: 04/10/2000."

⁴ PA/00131/01 "Location: Site at Triq San Tumas, Tarxien. Description of works: Amend permission plans and elevations (for PA 3273/00). Perit J.P. Attard on behalf of Mr Emanuel Bonavia. Decision publication date: 28/02/2002."

⁵ PA/03896/03 "Location: Site at N/S off Triq San Tumas, Tarxien. Description of works: Minor internal and external alterations to permit plans PA 131/01. Perit J.P. Attard on behalf of Mr Emanuel Bonavia. Reconsideration Decision date: 23/03/2004."

⁶ Planning Authority Map Server, accessat fis-17 ta' Jannar 2020.





Irid jigi nutat pero' li l-permess PA 3273/00 mhux accessibli fis-sitema *eApps* tal-istess Awtorita'; kif ukoll li l-permess PA 3896/03 ma jirrigwarda l-ebda wahda mill-propjetajiet immobiljari in ezami.

Madankollu, jigi osservat li bl-eccezzjoni ta' xi kwistjonijiet tal-ippjanar kif ukoll sanitarji li ser jigu ttrattati aktar il-quddiem, iz-zewg propjetajiet immobiljari jsegwu t-tqassim u d-disinn, cjoe' il-konfigurazzjoni kif indikata fil-permess PA 131/01. Kopji rilevanti ta' dan il-permess qed jigu esebiti ma' dan ir-rapport u mmarkati minn Dok. E1 sa E10.

Tqassim u l-kunfigurazzjoni tal-appartament

L-appartment huwa nternament immarkat bin-numru wiehed (1) u jinsab fiewwel sular, cjoe' livell nru. 1, fuq in-nahha tax-xellug tal-faccata meta wiehed ihares lejn il-blokka appartamenti minn Triq Mikiel Calleja.

Il-blokka ggib l-isem ta' 'Dajenu Apartments' u l-bieb tal-komun rilevanti ghall-appartament in ezami ghandu n-numru civiku 60. (Vide Dok. E7, F, u G Ritratti 01, 02 u 03.)

Fid-dettal, il-bicca tal-faccata li tirrigwarda l-appartament in ezami hi maqsuma prattikament fi tnejn: Fuq nahha wahda hemm gallarija miftuha minn quddiem u minn genb minnhom; u fuq in-nahha l-ohra hemm sporgenza maghluqa, speci ta' enclosed balcony, li sservi wkoll sabiex tikkonfina il-genb l-iehor tal-gallarija. L-isporgenza ghandha tieqa li thares ghal fuq l-imsemmija triq.

L-entratura ghall-komun ghandha bieb wiesa' (>1.1m) u spazju utili ta' ftit inqas minn ghaxar metri kwadri (9.7m²). L-gholi car tal-istess spazju jvarja minn zewg metri u nofs (2.5m) fejn hemm travu centrali, ghal ftit inqas minn tlett metri (2.9m) mal-gnub. It-tarag li jdur mat-tromba tal-lift (i.e. elevator) huwa komdu u wiesgha kwazi metru (1.0m), inkluzi l-indani.

Ma hemmx twieqi fit-tromba tat-tarag u ghalhekk wiehed irid jistrieh biss fuq id-dawl artificjali. Barra minn hekk, ghalkemm jidher li t-tromba tal-lift hi kompluta, il-mekkanizmu u l-kabina tal-lift per se qatt ma gew installati.



Fil-fatt, ghalkemm huma ffurmati, l-aperturi jew fethiet tal-lift li hemm f' kull sular huma mblukkati ghal ragunijiet ta' sigurta' (i.e. health and safety). Tajjeb li jinghad ukoll li t-tromba tal-istess lift tkompli fil-livell ta' garaxxijiet sottostanti, u jekk kemm il-darba jigi stallat il-mekkanizmu u l-kabina, il-lift ikun jista jizbokka fl-ispazju ta' cirkolazzjoni komuni tal-garaxxijiet li jservi wkoll il-garaxx in ezami. (Vide Dok. E8, E9, F, u G minn Ritratt 07 sa 33.)

It-tqassim tal-appartament huwa wiehed konvenzjonali. Il-bieb principali jiftah ghal fuq il-parti ta' quddiem tal-fond, u jaghti ghal fuq spazju mdaqqas u miftuh ghac-cirkolazzjoni. Dan l-ispazju jwassal; fuq in-nahha tax-xellug ghal soggorn open plan u kcina separata (Vide Dok. F, u G minn Ritratt 09 sa 13.); u fuq in-nahha tal-lemin ghal kuritur qasir li mbaghad iwassal ghal kamra tal-banju, bitha interna zghira, tlett (3) ikmamar tas-sodda, u docca ensuite. (Vide Dok. F, u G minn Ritratt 14 sa 22 u minn Ritratt 26 sa 29.)

L-gholi car tal-kmamar ghandu medja ta' zewg metri u tmenin centimetru (2.8m), cjoe' jvarja minn 2.78 metri ghal 2.82 metri. L-appartament ghandu firxa totali ta' ftit inqas minn mija u hamsin metru kwadru (<150m²). Komplessivament, id-daqs tal-ispazju utili huwa madwar mija u hamsa w ghoxrin metru kwadru (125m²), u l-ispazju gross intern huwa madwar mitt metru kwadru (100m²). Specifikatament, l-ispazju medju tal-kmamar u l-ispazji huwa s-segwenti:

Kamra u/jew spazju	Qies, metri kwadri
Entratura, kuritur u spazju ta' cirkolazzjoni	12.4m²
Soggorn (liv.)	26.6m ²
Kcina (kt.)	10.1m²
Kamra tal-banju	7.0m²
Kamra tas-sodda li thares fuq il-bitha interna (bed)	9.9m²
Kamra tas-sodda li thares fuq il-bitha ta' wara (bed)	11.4m²
Kamra tas-sodda principali (bed)	17.0m²
Docca ensuite	1.6m²
Bitha interna	5.6m²
Shaft intern, zghir	0.6m²
Gallarija mal-facctata	2.5m ²
Gallarija fil-bitha ta' wara	9.4m²



Jigi osservat ukoll li l-gallarija ta' mal-faccata kif indikata precedentement, ghandha bieb mis-soggorn, filwaqt li l-enclosed balcony tifforma parti integrali mill-kcina. (Vide Dok. E5, F, u G Ritratti 01, 02, 03, 11 u 12.)

Barra minn hekk, fil-bitha ta' wara tal-fond, hemm gallarija miftuha (pero' msaqqfa ad hoc b' fdewwex tal-fibreglass) li thares fuq shaft (speci ta' bitha interna) li jaghti d-dawl u l-arja lill-ispazju komuni tal-garaxxijiet sottostanti. Din gallarija ma tirraffigurax fil-permess PA 131/01 indikat precedentement. Il-bitha ta' wara, inkluz l-imsemmija bitha interna li hemm fiha, jestendu t-tul kollu tal-faccata ta' wara tal-appartament, izda l-fond komplessiv tal-bitha ta' wara huwa inqas minn tlett metri (>2.9m). (Vide Dok. E5, F, u G Ritratti 24, 25 u 31.)

Tajjeb li jigi nutat li fir-rigward tal-kcina, l-imsemmi permess jindika spazju wiehed *open plan*, madankollu l-kcina ghandha bhal koxxa li tkompli f' hnejja. Barra minn hekk, peress li skond dan il-permess ma kienx hemm gallarija filbitha ta' wara, wahda mit-twieqi tal-kamra tas-sodda z-zghira giet mibdula f' bieb, sabiex ikun hemm access fl-istess gallarija. (Vide Dok. F, u G Ritratti 12 u 22.) Fiz-zewg cirkostanzi, il-bidliet huma insinifikanti, pero' jinhtieg li jigu ssanati skond ma jipprovdi l-Artikolu 17(2) *et seq.* tal-Avviz Legali 162 tal-2016.

Irid jinghad ukoll li mal-faccata tal-appartament hemm *outdoor unit* imqabbad ma' *airconditioner* li hemm fis-soggorn. Dan irid jitnehha, prevja kwalsiasi tettativ li tigi intavolata applikazzjoni sanatorja. (Vide Dok. F, u G Ritratt 02.)

Ghar-rigward ta' kwistjonijiet tas-sanita', filwaqt li kif rilevat qabel, l-gholi car tal-appartament huwa konformi mal-Artikolu 2(1) tal-Avviz Legali 227 tal-2016, il-fond tal-bitha ta' wara huwa in kontravenzjoni tal-Artikolu 16 (1) tal-istess Avviz Legali u konsegwentement irid jigi regolarizzat skond ma jipprovdi l-Avviz Legali 285 tal-2016.

Barra minn dan, peress li l-gallarija ta' wara hi msaqqfa *ad hoc* b' fdewwex tal-fibreglass, kemm il-darba jigi ttentat is-sanar ta' dan is-saqaf, japplika l-Artikolu 13(4)(b) tal-Avviz Legali 227 tal-2016.

ii. Tqassim u l-kunfigurazzjoni tal-garaxx

Il-garaxx jifforma parti minn kumpless akbar ta' ghaxar (10) *lock-up garages* li jinsabu taht l-art u sottostanti l-imsemm zvilupp, kif ukoll taht il-blokka fejn jinsab l-appartament in ezami. L-imsemmi garaxx huwa nternament immarkat bin-numru tmienja (8), u kif diga' rilevat, ghandu access minn rampa komuni minghajr numru civiku, minn Triq Dun Guzepp Gonzi. (Vide Dok. F, u G Ritratti 01, 04, 05 u 30.)

Meta wiehed ikun niezel minnha, r-rampa ddur kartabun fuq il-lemin u tinghaqad ma spazju ta' cirkolazzjoni komuni, twil u mwitti, b' dana li fuq il-pjanta, ir-rampa u l-ispazju ta' cirkolazzjoni jiffurmaw bejniethom ghamla ta' ittra 'L'.

Il-garaxxijiet kollha, inkluz dan in ezami, huma mqassma tul I-ispazju ta' cirkolazzjoni, precizament hamsa (5) fuq kull nahha. *In oltre*, f' kull tarf tal-ispazju ta' cirkolazzjoni hemm *shafts* (speci ta' btiehi interni) miftuhin ghaddawl u I-arja. Fil-fatt, wiehed minn dawn ix-*shafts* jikkoncidi precizament mall-bitha ta' wara tal-imsemmi appartament. (Vide Dok. E9, F, u G minn Ritratt 31 sa 33.)

Barra minn dan u kif diga' gie nutat, it-tromba tal-lift tal-blokka tal-appartamenti, inkluz dan in ezami, propjament tibda mill-livell tal-garaxxijiet u ghandha zbokk fl-ispazju ta' cirkolazzjoni, precizament bejn il-garaxxijiet internament immarkati bin-numri erbgha (4) u hamsa (5). Madankollu, peress il-mekkanizmu u l-kabina tal-lift per se mhumiex installati, l-aperturi jew fethiet huma mblukkati b' mod temporanju. (Vide Dok. F, u G Ritratt 33.)

Il-fetha tal-access komuni ghall-garaxxijiet tvarja minn wisa' tul ta' tlett metri w nofs (3.5m) mat-triq, ghal ftiti izjed minn tlett metri (3.2m) fl-idjeq parti taghha. Ghandha gholi car ta' ftit inqas minn tlett metri (2.8m) mat-triq, ghal ftit izjed minn zewg metri (2.2m) fl-izjed parti baxxa fuq gewwa.

Ir-rampa *per se* tinhass kemm xejn aktar wieqfa minn kif indikat fil-kundizzjonijiet tal-permess PA 131/01, madankollu bil-*policies* tal-ippjanar vigenti tirrizulta accettabbli.⁷

Il-garaxx ghandu firxa totali ta' disgha u ghoxrin metru kwadru (29m²). Komplessivament, id-daqs tal-ispazju gross intern huwa ta' madwar erba u ghoxrin metru kwadru (24m²). Il-bieb tal-garaxx huwa maqsum f' erbgha purtelli, u ghandu gholi car u wisa' tul sufficjenti ghall-uzu residenzjali (cjoe' 2.1m u 2.8m rispettivament).

Fir-rigward tal-parti mwittija tal-ispazju ta' cirkolazzjoni komuni, l-gholi car huwa madwar zewg metri u nofs (2.5m) u l-wisa' tul ftit inqas minn sitt metri (5.8m). Ghalhekk, irrispettivament minn dak li gie ndikat fil-pjanti approvati bil-permess PA 131/01 (vide Dok. E9), dawn il-qisien huma konformi mal-policies tal-ippjanar vigenti.⁸

Irid jinghad ukoll li ghalkemm fil-permess PA 131/01 il-hajt ta' fuq wara talgaraxx huwa indikat kartabun mal-hitan l-ohra, fir-fatt inbena mxattar skond l-allinjament tal-izvilupp. Din hi modifika insinifikanti, pero' tinhtieg li tigi ssanata skond ma jipprovdi l-Artikolu 17(2) et seq. tal-Avviz Legali 162 tal-2016. (Vide Dok. F, u G Ritratt 34.)

Fl-ahharnett, jigi osservat li peress kif diga' gie rilevat, it-tromba tal-*lift* isservi kemm il-partijiet komuni tal-appartament kif ukoll tal-garaxx in ezami, ittiehdu mill-appartmant, zewg ferghat *ad hoc* li jipprovdu s-servizz tad-dawl elettriku u tal-ilma rispettivament, bil-konsegwenza li l-garaxx qed jigi provdut bid-dawl u l-ilma, li propjament huma intizi ghall-appartament.

⁷ "[Condition] 7. The ramp leading down to the underlying basement/garage shall at no point, along the centreline of its length, be steeper than 1:8. [etc.]". Madonkollu, skond il-policy S6 Ramp Standards - Gradients, Radii and Widths tad-Development Control Design Policy Guidance & Standards 2015 (DC 15), illum huma accettabbli rampi wieqfa sa' 1:5.

⁸ Policy S4, Table 4; Recommended Minimum Parking Dimensions for Garages in Residential Areas tad-Development Control Design Policy Guidance & Standards 2015 (DC 15).

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Dawn il-ferghat johorgu mill-istess appartament, jinzlu mat-tromba tat-tarag, ifeggu fl-ispazju komun tal-garaxxijiet sottostanti, u jghaddu fuq barra ma' taht is-saqaf tal-ispazju ta' cirkolazzjoni komuni (i.e. surface mounted), u jidhlu gewwa l-garaxx in ezami.

iii. Kundizzjoni tal-istruttura, tal-finituri u tal-aperturi

L-istruttura taz-zewg propjetajiet immobiljari hi wahda konvenzjonali, b' hitan tal-gebel tal-Franka (i.e. Globigerina Limestone) u soqfa tal-konkos rinfurzat. Ma jidhirx li ntuzaw bricks (i.e. Hollow Concrete Blockwork) jew xi tipi ta' sistemi semi jew prefabbrikati ghas-soqfa. Dan hu manifest bl-aktar mod car fil-garaxx, fejn is-saqaf ghad ghandu l-marki tal-kassaforma (i.e. formwork) jidhru. (Vide Dok. F, u G Ritratti 34 u 35.)

Generalment, il-kundizzjoni tal-istruttura u tal-finituri hi wahda tajba. Ma gewx rilevati l-ebda konsenturi jew caqliq fl-izvilupp, u bl-eccezzjoni ta' kanutun fil-hajt bejn iz-zewgt ikmamar tas-sodda fuq wara, rilevat precedentement, il-gebla tidher xotta u stabbli. (Vide Dok. F, u G Ritratt 23.)

Fl-ebda parti mill-propjetajiet immobiljari ezaminati ma hemm suffetti jew hitan divizorji tal-haffief jew simili (i.e. partiton walls).

Fir-rigward tal-appartament u l-partijiet komuni li jwasslu ghalih, it-tahlita li ntuzat ghall-kisi tal-hitan u tas-soqfa hi wahda konvenzjonali, cjoe' bir-ramel u s-siment. Ma hemm ebda evidenza li ntuza gibs jew silikat. Partijiet mill-faccata pero', precizament fejn huwa mizbugh lewn turkwaz, gew miksija b' xi tip ta' prodott imhallat lest (p.ez. silikat) u rifiniti bl-effett tal-frakass. (Vide Dok. F, u G Ritratti 02 u 03.)

L-art tal-appartament tikkonsisti minn madum tac-ceramika, inkluzi l-kcina, il-kamra tal-banju, u d-docca *ensuite*. F' dawn tal-ahhar intuza ukoll madum tac-ceramika mal-hajt. (Vide Dok. F, u G Ritratti 12, 16, 17, 27 u 28.) L-art tal-partijiet komuni li jwasslu ghall-istess appartament hija wkoll maghmula minn madum tac-ceramika, izda t-turgien u l-indani tat-tarag huma ffurmati minn lastri tal-irham. (Vide Dok. F, u G minn Ritratt 06 sa 09.)

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L-aperturi interni tal-appartament, cjoe' l-bibien kollha inkluz il-bieb komuni tal-blokka tal-appartamenti, huma tal-injam tal-ahmar, illustrati b' vernic trasparenti. *In oltre*, fil-kaz tal-bieb principali komuni, il-wicc li jaghti fuq barra inzebagh b' zebgha taz-zejt jew simili. L-aperturi esterni kollha tal-appartament, cjoe' it-twieqi u l-bibien li jaghtu ghall-btiehi huma tal-aluminju anodizzat iswed.

Fir-rigward tal-garaxx, il-finituri huma aktar semplici ghax inghatat biss tikhila hafifa u tibjida fuq kollox. L-art tal-garaxx, kif ukoll il-wicc tar-rampa u tal-ispazju ta' cirkolazzjoni komuni huma tal-konkos. Il-bieb tal-garaxx huwa maghmul mill-azzar galvanizzat u mhux mizbugh. (Vide Dok. F, u G minn Ritratt 33 sa 35.)

D. L-att tal-akkwist u tifsira tal-pizijiet, kirjiet u jeddiet ohra reali jew personali

Kopja tal-att tal-akkwist fl-intir tieghu qed tigi esebita ma' dan ir-rapport u mmarkata minn Dok. H1 sa H15.

Kemm I-appartament kif ukoll il-garaxx in ezami huma liberi u battala, bid-drittijiet u pertinenza kollha taghhom.

L-ahhar darba li dawn iz-zewg propjetajiet immobiljari kienu gew akkwistati, kien minn Raymond Scerri permezz ta' kuntratt datat 26 ta' Frar 2004, fl-atti tan-Nutar Dottor Joseph Vassallo-Agius.⁹

Barra minn hekk, kienu gew iskritti erba; ipoteki fuq I-imsemmija fondi, binnumri ta' riferenza; I 4703/2004, I 10309/2008, I 19469/2008, u I 19470/2008. 10

⁹ Act no. 35, loan and sale enrolled on 12/03/04; No. 4168, Ins. Vol. I; '[No.] 4703/04, Ins. Vol. R 2082/04'.

Rapport ta' Valutazzioni

Fil-kaz tal-appartament, it-titolu jinkludi wkoll pro rata l-partijiet komuni talblokka tal-appartamenti, cjoe': l-entrata principali, l-kurituri u l-indani li jiffurmaw parti minn tarag li jdur ma' lift shaft komunikanti mas-sulari kollha tal-istess blokka; it-tromba per se tal-istess tarag u l-imsemmija tromba tal-lift; kif ukoll is-sistemi u l-kumunikazzjonijiet tad-drenagg u tad-dawl elettriku filpartijiet komuni, intizi ghall-uzu tas-sidien tal-appartamenti kollha li jinsabu f' din il-blokka. Eskluzi pero', huma l-bejt u l-arja sovrastanti tal-imsemmija blokka tal-appartamenti, li ma jiffurmawx parti mill-partijiet komuni.

Fil-kaz tal-garaxx, it-titolu jinkludi wkoll pro rata l-partijiet komuni li jwasslu ghall-istess garaxx, cjoe' l-entratatura, ir-rampa u l-ispazju ghac-cirkolazzjoni quddiem il-garaxx.

Dikjarazzjoni dwar jekk il-fondi humiex abitati jew okkupati minn Ε. terzi, u taht liema titolu hu hekk okkupat

L-appartament in ezami jirrizulta vojt u ghalhekk, dizabitat. (Vide Dok. G minn Ritratt 10 sa 29.) Fil-kaz tal-garaxx pero, jidher li kien qed jintuza bhala mahzen domestiku ghax hemm fih xi effetti personali, stivati fuq xkaffi ad hoc imqeghda kontra tlett hitan kif ukoll fuq raff li hemm fuq il-bieb. (Vide Dok. G minn Ritratti 34 u 35.)

Rikors ta' Bank of Valletta p.l.c. (C2833) ghall-hrug ta' Mandat ta' Qbid ta' Hwejjeg Immobbli, ipprezentat fil-Prim' Awla tal-Qorti Civili fit-28 ta' Lulju 2016., Registry Superior Court No. 2392.

F. Valur tal-propjetajiet immobiljari in ezami

Ghalhekk, in vista tal-konsiderazzjonijiet hawn fuq maghmula, kif ukoll talprospetti tas-suq ghal-propjetajiet immobiljari simili, tal-ligijiet li jirrigwardaw lizvilupp, tal-policies tal-ippjanar applikabbli kemm ghaz-zona kif ukoll ghallklassi ta' zvilupp in ezami, u tal-ligijiet sanitarji, l-perit hawn taht iffirmat jistma dawn iz-zewg propjetajiet immobiljari fl-ammonti segwenti:

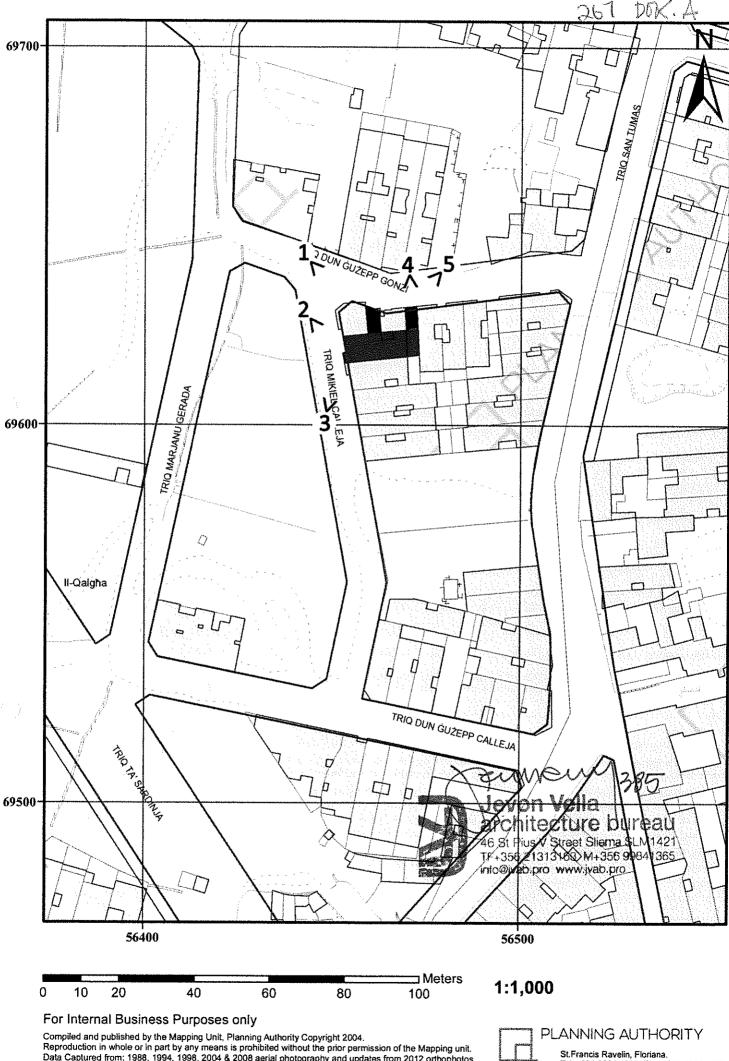
Fir-rigward tal-appartament, il-valur tal-propjeta immobiljari hi fl-ammont ta' mija u tlieta u tmenin elf Ewro (€183,000); u fir-rigward tal-garaxx, fl-ammont ta' sebgha u ghoxrin elf Ewro (€27,000).¹¹

Ghaldaqstant, l-esponent, in adempjament tal-inkariku lilu moghti, ghandu l-unur jissottometti ghas-savju u superjuri gudizzju ta' din l-Onorabbli Qorti li taghha jiddikjara ruhu, serv umli u ubbidjent.

Dener/ret..... Karrs rai-Identita NrG. Halafinaliet dio in-nota i rikors i itira ufficiali / mandat / atr wara li giet iffirmata u moqrija lilu / lilha. Rose Marie Vella Deputat Registratur Spiteri Annal Dott. Perit Jevon Vella eģistratu**r** līxzja (Malta 46 St Pius V Street Sliema SLM1421 TF+356 21313163 M+356 99841365 info@lveb.pro www.jvab.pro Dep. Reg Rose Marie Vella

¹¹ F' iz-zewg cirkostanzi, il-propjetajiet uzati bhala paragun (comparable evidence of valuation) jinsabu f' Hal Tarxien u fiz-zona bejn Hal Tarxien u l-Fgura, skobekif ippubblikati f' din l-ahhar sena. Ittiehed ukol kunsiderazzjoni tal-fatt li l-lift mhux ir staliat el-Gustizzja (Malta)

Law Courts (Malta)



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Reproduction in whole or in part by any means is prohibited without the prior permission of the Mapping unit.
Data Captured from: 1988, 1994, 1998, 2004 & 2008 aerial photography and updates from 2012 orthophotos.
U.T.M. Coordinates. Levelling Datum M.S.L. (Mean sea level). Contours when shown are at 2.5m vertical interval.

Tel: +356 2290 0000, Fax: +356 2290 2295 www.pa.org.mt, mappingshop@pa.org.mt

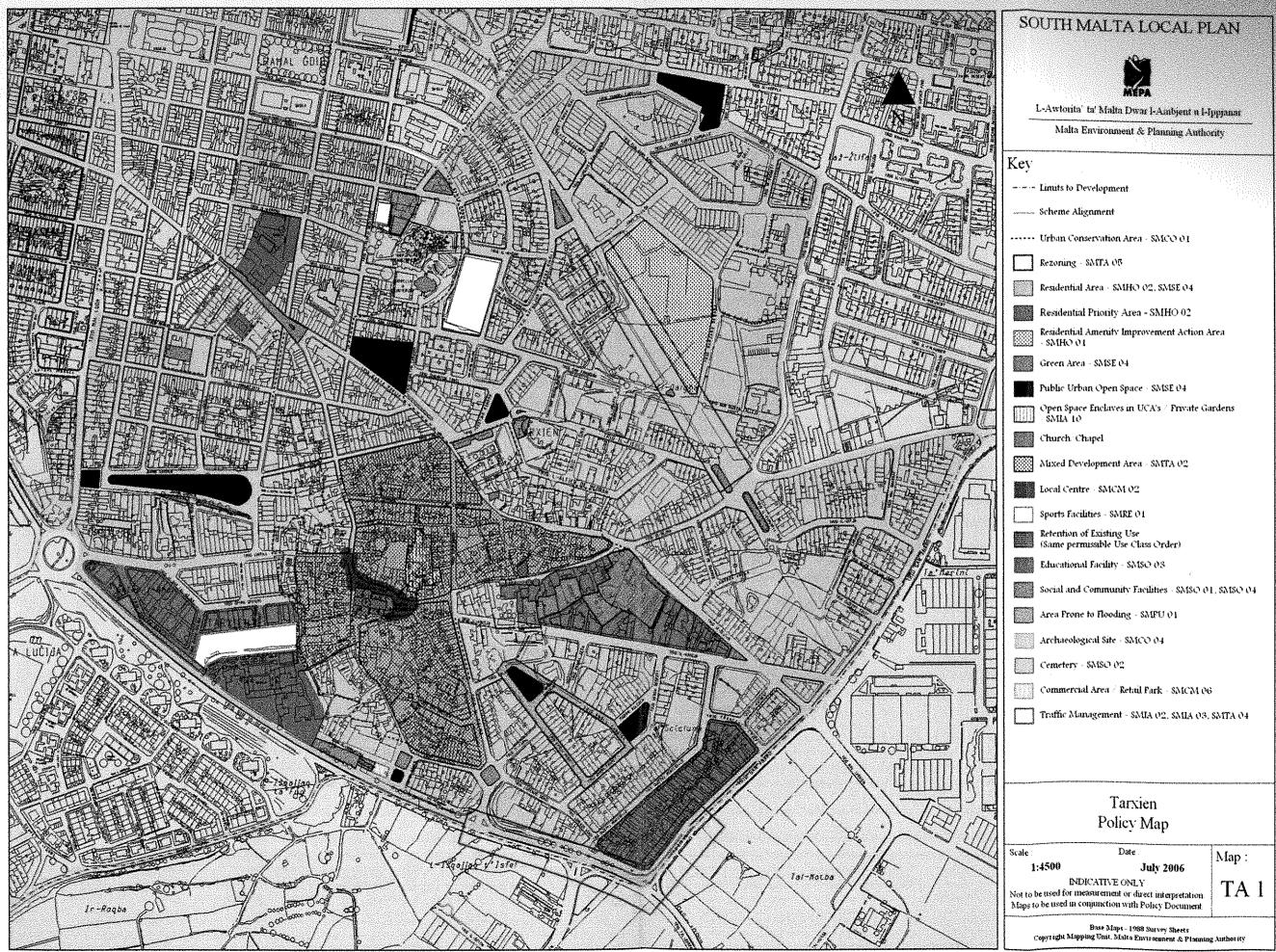
Dajenu, 60 Flat 1 & Garage 8, Triq Mikiel Calleja c/w Triq Dun Guzepp Gonzi, Hal Tarxien

IOM 12345 Sketch Plans (all levels) - scale 1:100 @ A3 SHAPT 116 2000cm 385 # +215 E +215 Jèvon Vella 616 BALONY architecture bureau
46 St Plus V Street Sliema \$LM1421
TF+356 21313163 M+356 99641365
into@jvab.pro www.jvab.pro toed feet bed +282 FCH RAMP bed 1.8 NOTE: UNUESS INDICATED N N OTHERWISE, ALL DIMENSIONS ARE 578 IN CONTINETREG 725 +250 loea +254 +CH 305 184 516 liv.493 7112K

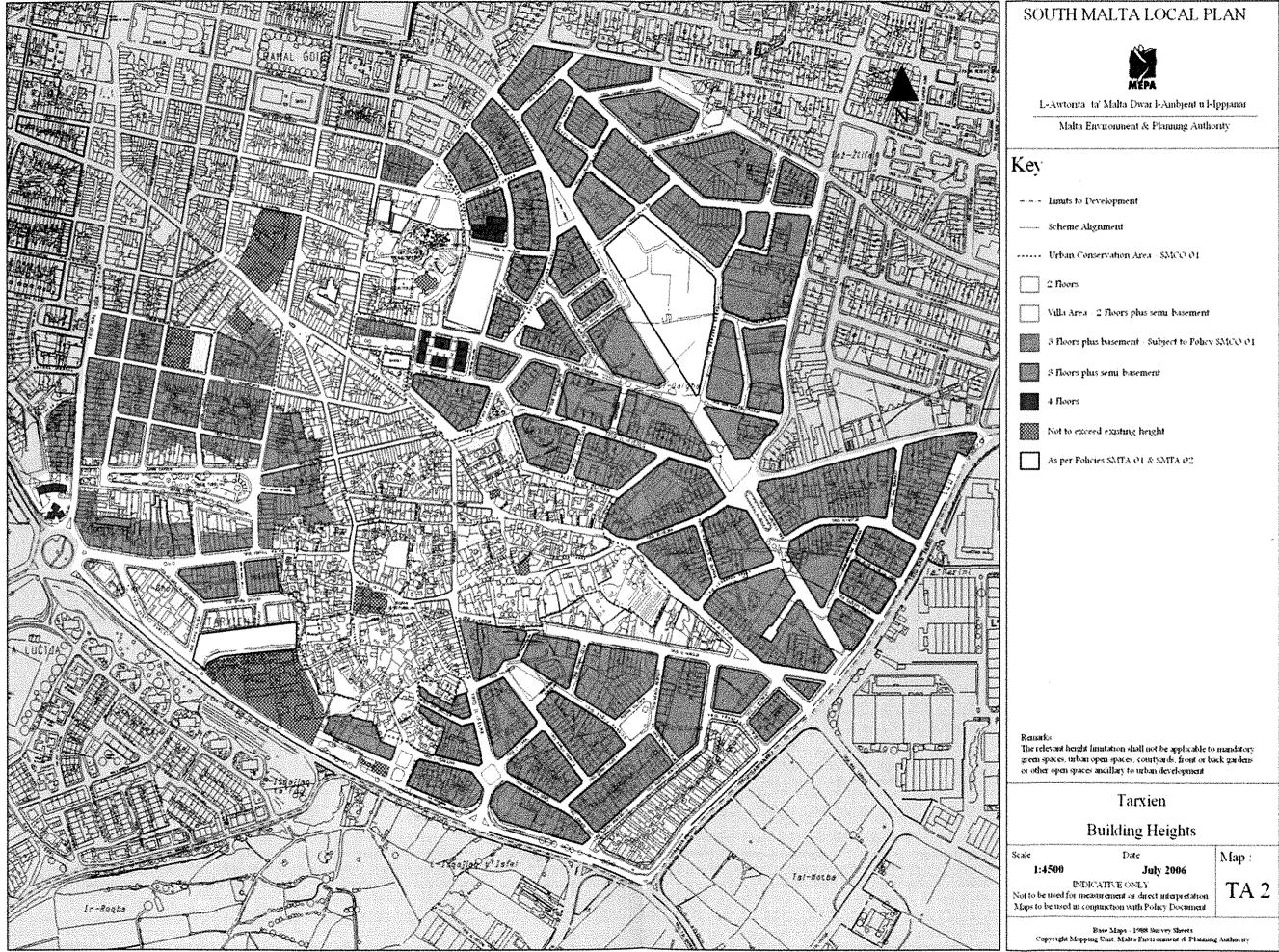
Basement

Ground Floor

First Floor



210





t var

A W T O R I TÀ TA' L-I P P J A N A R P L A N N I N G A U T H O R I T Y

To: Mr Emanuel Bonavia

Fatima Houser Triq G. Hyzler

Mosta

Date: 22 February, 2002 Our Ref: PA 00131/01

Application Number:

PA 00131/01

Application Type:

Full Development Permission / 01

Date Received:

11 January, 2001

Approved

Documents: PA 131/01/1a/15c/15d/15e/19a/22a/22b/22c

Location:

Site at, Triq San Tumas, Tarxien

Proposal:

Amend permission plans and elevations (for PA 3273/00).

Development Planning Act 1992 Section 33 Full Development Permission

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

- Air conditioning units shall not be located on the facades of the building which are visible from a public space. Any such units located at roof level shall be set back from the facade by at least 1 metre.
- 2. This permission for shops is subject to Trading Licence approval from the Police Department.
- The retail use hereby approved shall be carried on in such a manner that it does not decrease or adversely affect the amenity of adjoining properties or of the locality as a whole.
- 4. The retail premises shall be used only for Class 4 and for no other purpose, as set out by Development Planning (Use Classes) Order 1994.
- 5. No approval is hereby granted for the display of any sign or advertisement. These must form the subject of a separate application for advertisement consent.
- 6. The garages shall only be used for the parking of private cars.
- 7. The ramp leading down to the underlying basement/garage shall at no point, along the centreline of its length, be steeper than 1:8. The ramp shall be so formed that it does not encroach onto the pavement.
- 8. The balconies and projection of rooms shall not project more than 0.75 metres from the facade of the building.

DAY EQ

- a) This development permission is valid for a period of FIVE YEARS from the date of this notice but will cease to be valid if the development is not completed by the end of this five year period.
 - b) It should be noted that a third party may have the right of appeal against this permission. Any development which is carried out when such an appeal has been made, or until the time limit for the submission of such an appeal has expired, is undertaken at the risk that this permission may be revoked by the Planning Appeals Board or quashed by the Court of Appeal.
 - c) This development permission does not remove or replace the need to obtain the consent of the land/building owner to this development before it is carried out. Furthermore, it does not imply that consent will necessarily be forthcoming nor does it bind the land/building owner to agree to this development. Where the land/building is owned or administered by the Government of Malta a specific clearance and agreement must be obtained for this development from the Land and/or Estate Management Departments.
 - d) All works shall be carried out strictly in accordance with the approved plans and the conditions of this permission. Where a matter is not specified on the plans then the conditions of this permission and of Development Control Policy and Design Guidance shall take precedence and modify the plans accordingly.
 - e) All building works shall be erected in accordance with the official alignment and proposed/existing finished road levels as set out on site by the Planning Authority's Land Surveyor. The Setting Out Request Notice must be returned to the Land Survey Unit of the Planning Authority when the setting out of the alignment and levels is required.
 - f) Before any part of the development hereby permitted commences, the enclosed green copy of the Development Permit shall be displayed on the site. This must be mounted on a notice board, suitably protected from the weather and located not more than 2 metres above ground level at a point on the site boundary where it is clearly visible and can be easily read from the street. The copy of the permit must be maintained in a good condition and it shall remain displayed on the site until the works are complete.
 - g) The enclosed Commencement Notice shall be returned to the Planning Authority so that it is received at least five days prior to the commencement of the development hereby permitted.
 - h) Copies of all approved plans and elevations shall be available for inspection on site by Planning Authority staff at all reasonable times.
 - i) Where the street bordering the site is unopened, it shall be opened up **prior to** the commencement of the building operations hereby permitted.
 - j) The site shall be surrounded by a hoarding, at least 2 metres high, which shall be in place before the development hereby permitted commences and which shall remain in place whilst the development is in progress. Where the hoarding intrudes onto or obstructs the public pavement, suitable arrangements shall be made for an alternative and safe passageway for pedestrians, which protects them from vehicular traffic and from the building operations. Authorisation by the Police for these arrangements must also be obtained.
 - k) No building material, waste material, machinery or plant shall obstruct the

DIX, 53

pavement or the smooth flow of traffic on the road in the vicinity of the site. The deposit of materials or the placing of equipment in the street must be authorised by the Police.

- I) Any soil on the site shall not be built over but shall be collected for reuse. A permit from the Director of Agriculture is required to remove the soil from the site. All soil shall be deposited at the place indicated by the Director of Agriculture.
- m) Rock spoil, boulders and other waste materials resulting from excavations or from demolition on this site shall be deposited at an official waste disposal site or used as fill material. If waste materials from the development are not to be reused, they shall not be disposed of other than at an official waste disposal site.
- n) The height of the building shall not exceed both the permitted number of 3 floors (plus the underlying basement) and the maximum allowable height of 12 metres measured from the highest street level.
- o) The facade of the building shall be constructed in local stone, except where other materials, finishes and colours are indicated on the approved plans and drawings.
- p) Apertures and balconies shall not be constructed of gold, silver or bronze aluminium.
- q) A water cistern with a volume in cubic metres of 30% of the total roof area (in square metres) of the building(s) shall be constructed to store rainwater run-off from the built-up area of the development. This cistern shall be completed and available for use prior to the development hereby permitted being first brought into use.
- r) The development hereby permitted shall not be brought into use until the Final Compliance (Completion) Certificate, certifying that the development has been carried out in full accordance with the plans approved by this permission and with the other conditions imposed in this permission, has been issued by the Planning Authority.
- 10. All services located on the roof of structures on the roof of the building shall be screened by a wall 1.4 metres (5 courses) high constructed in franka stone. The services shall not exceed the height of this wall.
- 11. There shall be no service pipes, cables or wires visible on the front elevation or on any other elevations of the building which are visible from the street.

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

Frances Galea

Calica

Secretary

Development Control Commission

PA/00131/01 Document - (0d) (1a) Site Plan [Valid] - DocumentID - 7904809 - Document Dated - 28/08/2019 - miaqu 56600 56400 -6000 TRIO IL-XOPPLA PRID XAHORU FARAUGH GUH C-1500F TUNKS TRIO IL-PITIRRO 13110111A **5**5, δ SITE 9600 97777777 -Qa/3tig - IRIO-DUN-GUZEPP CALLEJA Scale 1:2500 Archilogs. P. ATTARO. Location B.E&A A&C.E TARXIEN Date: 8-12-00 206 H/IGHSTRHAMRUN Page 1 of 1 5669 S.S. Sile Plan No.

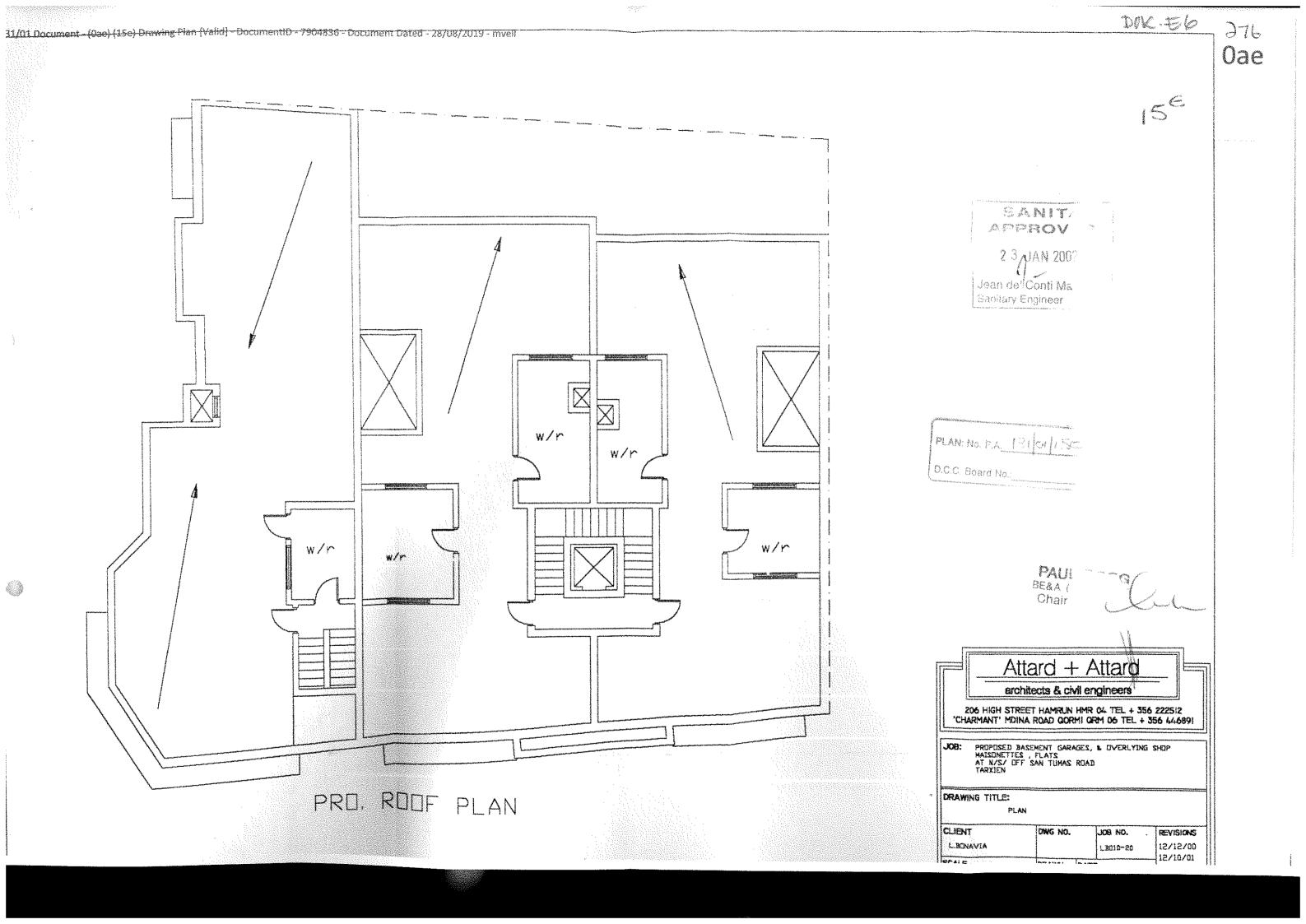
PRO FIRST FLOOR PLAN

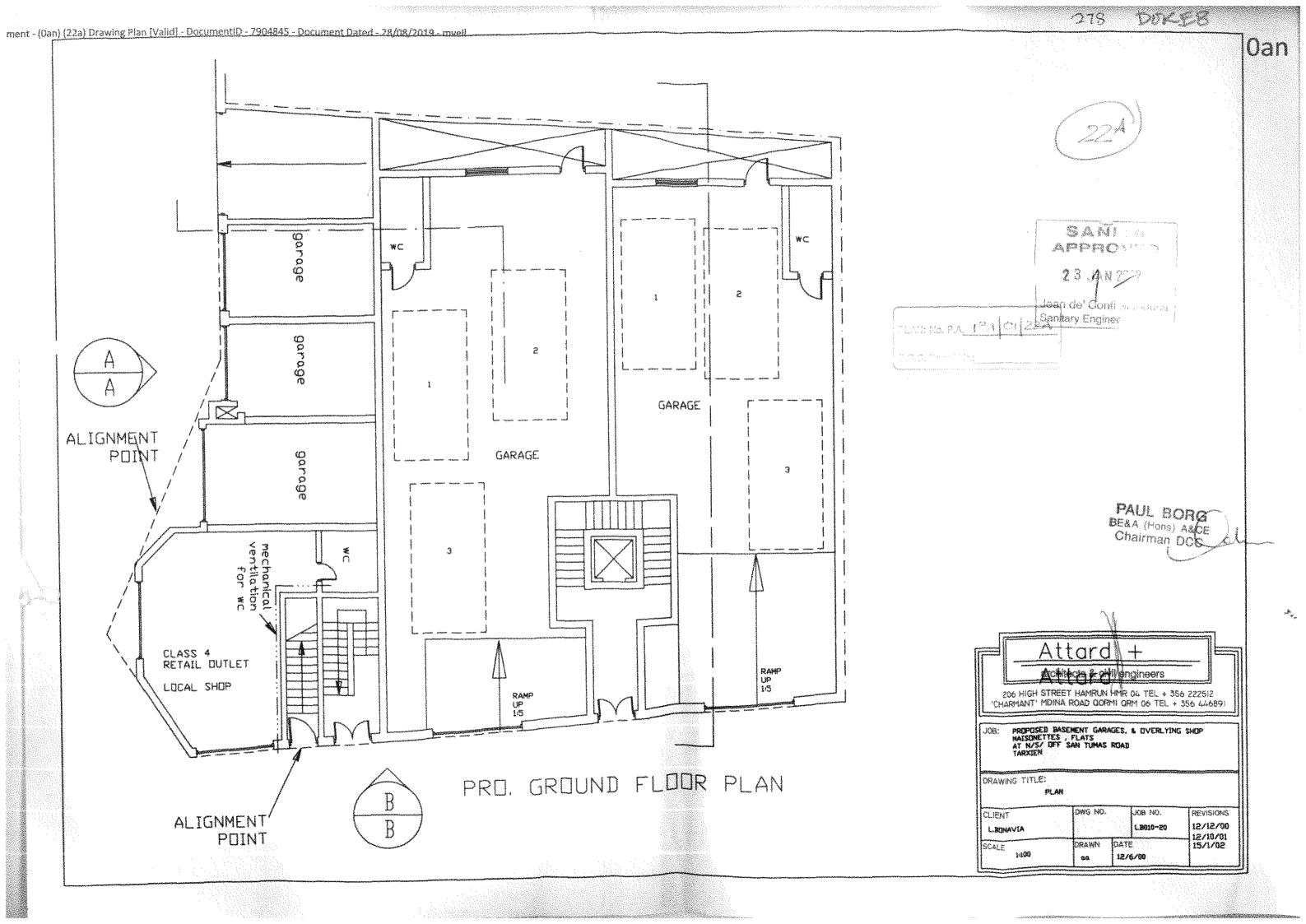
PROPOSED BASEMENT GARAGES, & OVERLYING SHOP MAISONETTES , FLATS AT N/S/ OFF SAN TUMAS ROAD TARXIEN

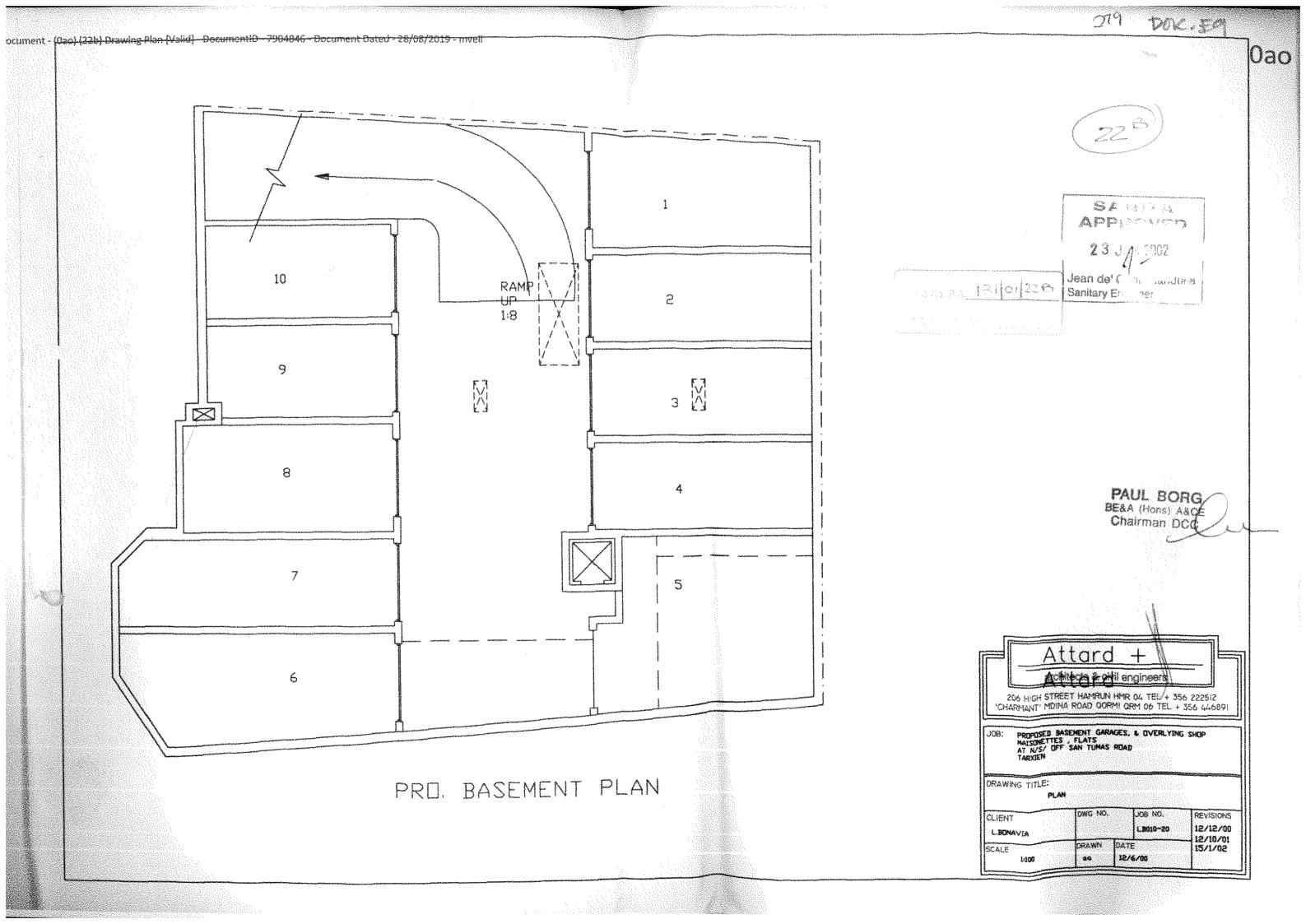
DRAWING TITLE:

PLAN

CLIENT	DWG NO.		J28 NO.	REVISIONS
LECNAVIA			1_8010-co	12/12/00
	DRAWN	DATE		
1400			z med	







780

15/1/05 DATE 00m **SCALE:** RECLUM C 9010-50 ON 801 DADA ZAMUT MAZ TED \Z\N TA KINXANT ATVAMM CLIENT DRAMMG TITLE: 206 HIGH STREET, HAMRUN. TEL 222512 CHARMANT, MDINA ROAD, QORNI 446891 MACHILECTS & CONL ENGNEERS JAATIA

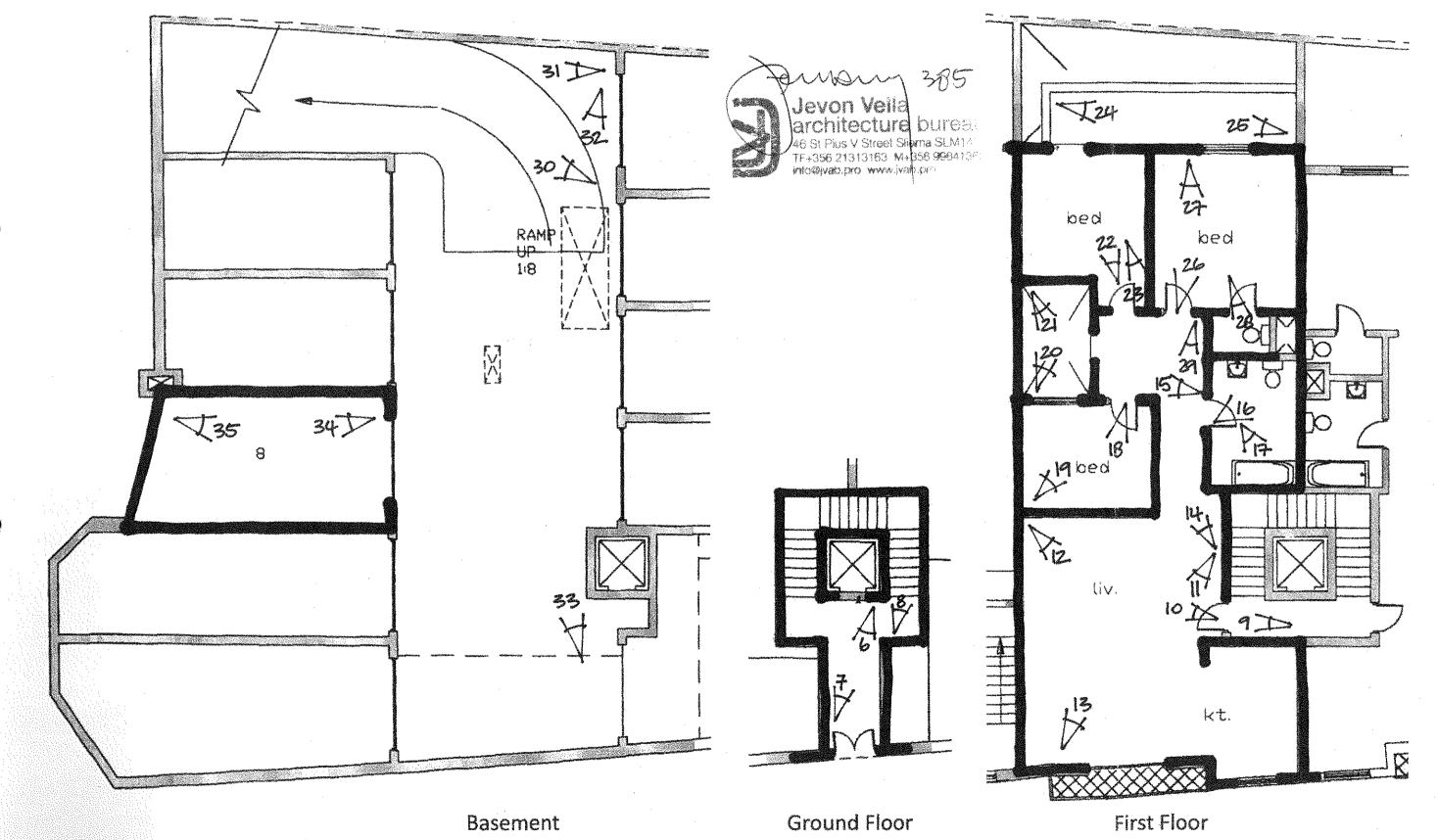
SECTION TRADES GRACE

GREUND FLEIDR GARAGE BASENGHT CARACES HUL BORG Chairman DCC

PA/00131/01 Document - (Dap) (22c) Drawing Section [Valid] - Documit D - 7904847 - Document Dated - 28/08/2019 -

Dajenu, 60 Flat 1 & Garage 8, Triq Mikiel Calleja c/w Triq Dun Guzepp Gonzi, Hal Tarxien

Viewpoints for Photographic Survey (all levels) -3 -2 -1 이 1 2 3 박 5 IO M



Bank of Valletta plc. vs Raymond Scerri

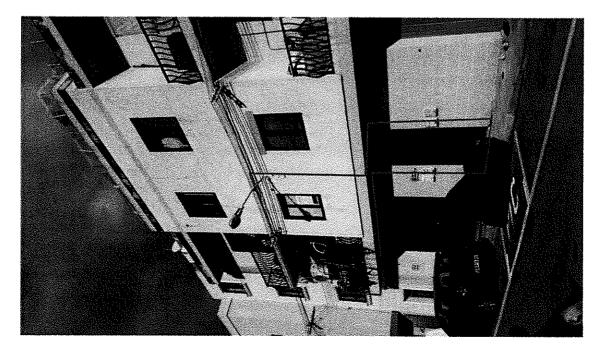
Rapport ta' Valutazzjoni



Ritratt 01



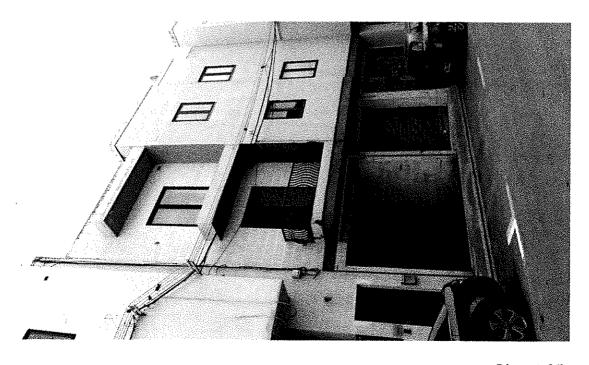
Ritratt 02



Ritratt 03



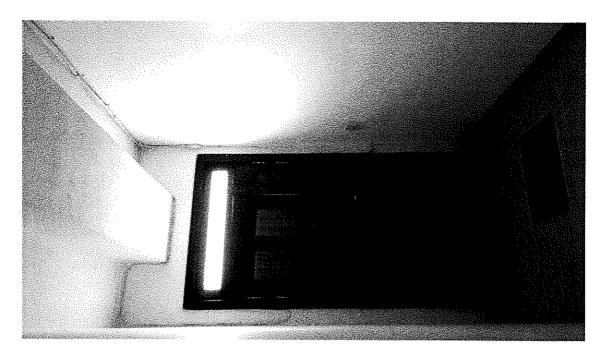
Ritratt 04



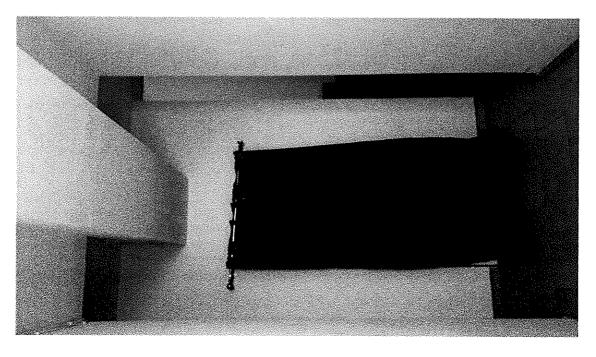
Ritratt 05

Bank of Valletta plc. vs Raymond Scerri

Rapport ta' Valutazzjoni

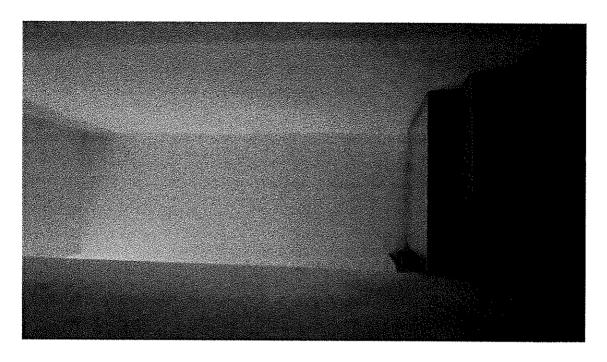


Ritratt 06

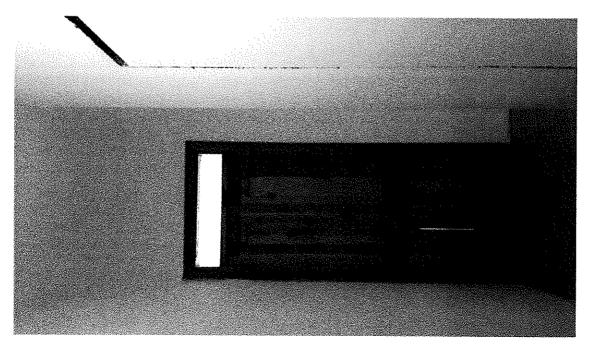


Ritratt 07



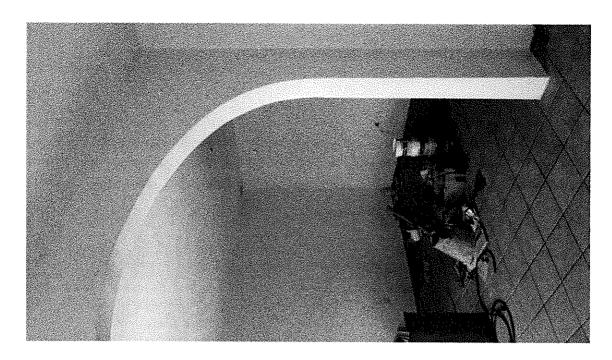


Ritratt 08



Ritratt 09

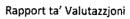




Ritratt 10



Ritratt 11







Ritratt 12



Ritratt 13

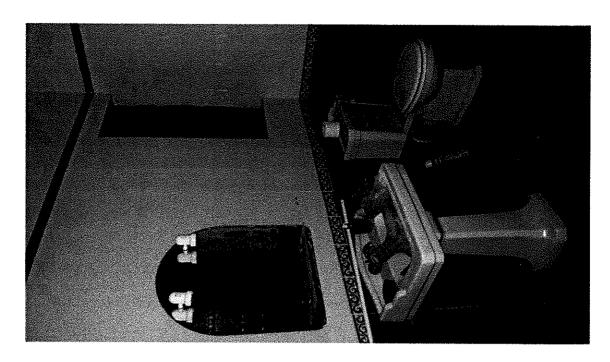




Ritratt 14



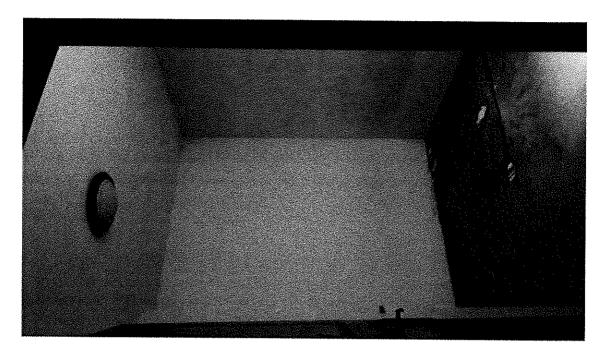
Ritratt 15



Ritratt 16



Ritratt 17



Ritratt 18



Ritratt 19



Ritratt 20



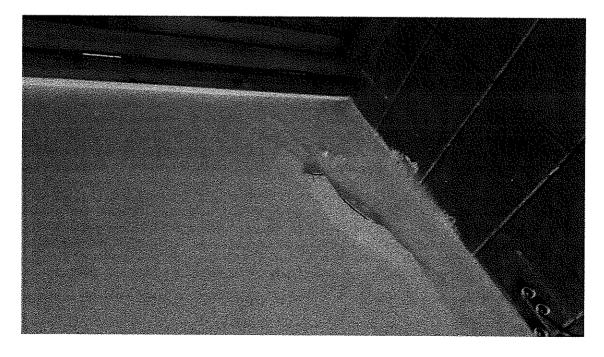
Ritratt 21

Bank of Valletta plc. vs Raymond Scerri

Rapport ta' Valutazzjoni

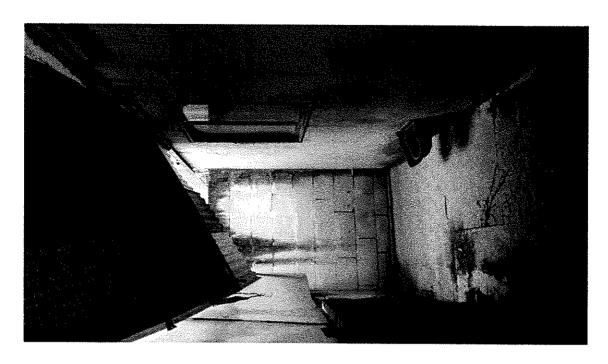


Ritratt 22

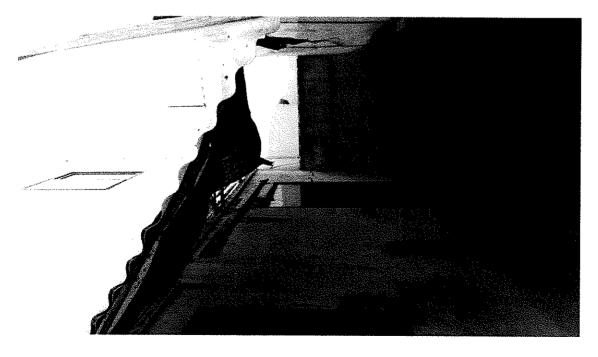


Ritratt 23





Ritratt 24

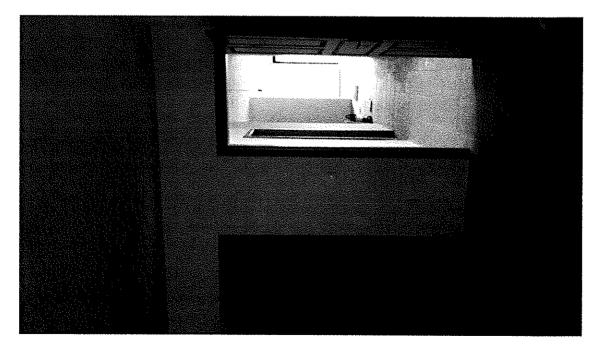


Ritratt 25



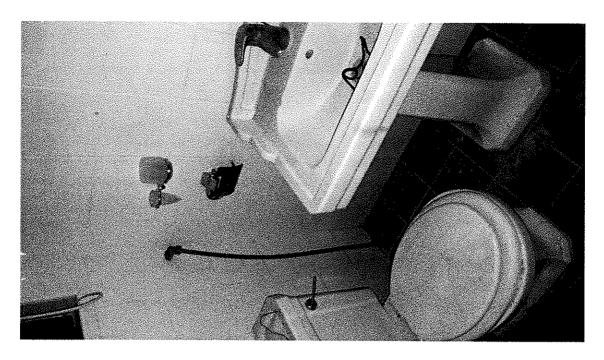


Ritratt 26



Ritratt 27

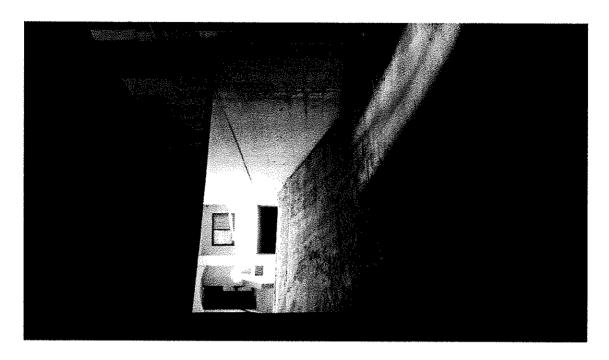




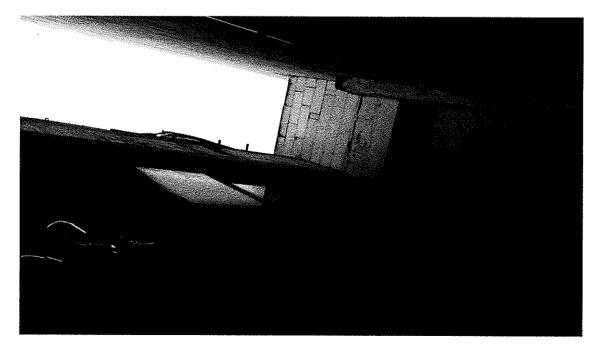
Ritratt 28



Ritratt 29



Ritratt 30

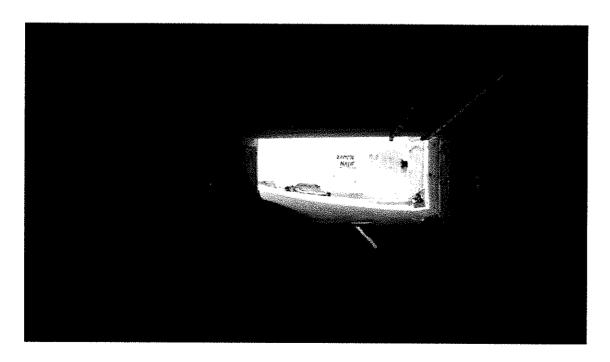


Ritratt 31





Ritratt 32



Ritratt 33





Ritratt 34



Ritratt 35

300 106 49



OR JOSEPH VASSALLO-AGIUS LL.D. NOTARY PUBLIC & COMMISSIONER FOR OATHS

APT 6, AUBERGE B SAN ANTON. TEL 21 225295
OLD RAILWAY ROAD, 27 455583
BALZAN BZN 1610, MALTA FAX: 21 225295



Act mo. 35

Loan arad sale

Today, the twenty-sixth day of February of the year two thousand and four (2004).

Enrolled on

12 - 3 - 24

No.

41 68

Ins. Vol. I

Before me Doctor of Laws Joseph Vassallo-Agius, a Notary Public, duly admitted and sworn, have personally come and appeared duly identified by me by means of the hereinmentioned official documents.

4703/04 Jus vol R

On the first part: Doctor of Laws Brian Said, advocate, son of Edward and of Maria Melita nee` Abela, born in Attard and residing at Mellieha, holder of identity card number 455266M who is appearing on this deed in the name of HSBC Bank Malta p.l.c. and in representation thereof duly authorised, hereinafter referred to as the "Bank".

2082/04

On the second part:- Emanuel Bonavia, in business, son of Grazio and of Paola nee` Xuereb, born in Mosta and residing at Mosta, holder of identity card number 17663M who is appearing on this deed in his own personal name and for and on behalf of his wife Josephine Bonavia, daughter of Andrew Mifsud and of Mary nee` Micallef, born in Pieta` and residing at Mosta, holder of identity card number 159569M as empowered in virtue of a general power of attorney annexed to a deed in the records of Notary Doctor Joseph Debono of the twenty-eighth (28th) day of September of the year one thousand nine hundred and ninetynine (1999) — hereinafter referred to as the "Vendors".

Nov. J Vanall-Agr

On the third part:- Raymond Scerri, salesman, legally separated from his wife Marika Scerri, son of Charles Scerri and of Doreen nee` Cutugno, born in Floriana and residing at Saint Julians, holder of identity card number 605960M – hereinafter referred to as the "Purchaser".

Whereas the customer has requested the Bank to grant him on loan the sum of twenty-five thousand Maltese Liri (Lm25,000) – hereinafter called "the loan" so that he may purchase the flat described in the second part of this deed.

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 the first part of this deed the bank hereby declares to accede and hereby grants on loan to the customer who accepts the sum of Lm25,000 hereinafter called "the loan" which sum granted on loan the customer delegates the bank which accepts to pay to the vendors in the second part of this deed as part of the purchase price of the immovable being purchased hereon.

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, a general hypothec on all his property present and future as well as a special hypothec on the flat 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 said property. This security is over and above such other security as may be mutually agreed upon from time to time.

The parties agree that the loan shall bear interest at rates that shall not exceed the maximum rate allowed by law, the said interest to be reckoned on the amount due for balance of loan

Nor- J. Vanaille-Agra

by the customer from time to time in accordance with recognised banking practice.

The Bank reserves unto itself the right to lay down such terms and conditions as it considers reasonable for the repayment of the loan over a period and may change or add to the terms and conditions (including the interest rate) for security, legal, regulatory or market reasons. The Bank will give reasonable prior notification to the customer accordingly.

The loan is for a fixed term. However, if an Event of Default (as listed in Attachment marked Document "A") takes place, any sum outstanding to the Bank shall be immediately due and payable (together with all charges and expenses) all rights appertaining to the Bank shall be exercisable and all security shall become enforceable. In such event the customer shall lose the benefit of any time granted to him for payment and this without the necessity of any other proceedings.

The customer undertakes to give the Bank full details and all information relating to his business and financial position, as requested by the Bank from time to time, and to accord to the Bank every facility for the verification thereof.

If so requested by the Bank, the customer undertakes to insure his property against all normal risks with a reputable insurance company, and to have the Bank's interest noted on the relative insurance policy or policies. Moreover, the customer authorizes the Bank to effect any such insurances, as it deems fit, on his property at the customer's expense.

All fees and expenses in connection with this deed are to be borne by the customer who further undertakes to refund to the bank all expenses, including legal fees and administrative charges, made for bringing up to date from time to time the researches into the customer's liabilities and transfers as well as for maintaining all the bank's security in good order to the satisfaction of the bank at its sole discretion.

No J. Vanallo-Ago

The customer hereby binds himself with the acceptance of the bank, not to charge in favour of any third party the property which he has specially hypothecated in favour of the bank on this or any other deed, nor to transfer such property in any manner including by title of lease to any third party without the prior written consent of the bank. Should the customer 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.

I, the undersigned Notary, declare after having personally verified at the Land Registry that the immovable property sold and hypothecated on this deed does not fall within a compulsory land registration area, and has not been voluntarily registered, yet the bank retains the right, and the customer accepts, to register the property at the Land Registry should the bank in its absolute discretion so deem proper or expedient, and this at the expense of the customer.

Furthermore, the parties to this deed hereby submit to the non-exclusive jurisdiction of the Maltese Courts.

The Purchaser declares that he has read and fully understood the contents of the sanction letter annexed to this deed and marked with the letter "B" and that he has also read and fully understood the contents of the General Conditions Regulating Loans annexed to this deed and marked with the letter "C".

By virtue of the second part of this deed the vendors, jointly and severally between themselves, sell, transfer and convey unto the purchaser who accepts, purchases and acquires the flat internally numbered one (1), situated at first (1st) floor level, being the flat on the left hand side when facing the block from the street, as well as a garage at basement level, internally numbered eight (8), shown shaded in yellow on the garage complex plan annexed hereto and marked as document "D",

New-J Vanielle Agents

which garage is accessible from a common ramp and drive-in which, lead into the street hereundermentioned, which flat and garage from part of an unnumbered block of Buildings named 'Dajenu Apartments', in a new unnamed street abutting onto Saint Thomas Street, Tarxien, sometimes also indicated as Fgura, which entire block has been built upon three (3) plots forming part of the lands known as "Ta" Zilfa", and which plots are indicated with the numbers one (1), two (2) and three (3), and which plots had a superficial area of two hundred and twenty-two point six seven square metres (222.67sq.m.), one hundred and fifty-nine point zero five square metres (159.05sq.m.), and one hundred and forty-three point nine square metres (143.9sq.m.) respectively, which block is bounded from the west by the said street, and from all other compass points by property of L. Spiteri and Sons Contractors Limited, or its successors in title, or more correct boundaries.

The said garage is bounded on the north by said street, and on all other compass points by property of the company L. Spiteri and Sons Contractors Limited, or its successors in title, or more correct boundaries.

Included in the sale is the community of ownership on a pro rata basis of the entrance, entrance hall, staircase, stairwell, landings, drains and drainage system, lift, shafts, ramp and drive-in of the garage complex, lighting in common parts, and in general of all other parts and services of the block which are destined for the common use and for the common utility by the owners of the flats and garages in the block, excluding however the roof and the airspace overlying the block which are not a common part and are hereby being retained by vendors in full ownership in their favour.

The said flat and garage are being sold and purchased with vacant possession, with all their rights and appurtenances, tale quale as they are today, and, saving what is stated in this deed as otherwise free and unencumbered.

Ne. J. Vanadlo Agos

The parties do hereby agree and declare that this sale is being made and accepted for the price and under the following terms and conditions accepted by the Vendors and the Purchaser, namely:-

For the price of thirty-five thousand Maltese Liri (Lm35,000), thirty-two thousand Maltese Liri (Lm32,000) for the flat and three thousand Maltese Liri (Lm3,000) for the garage out of which sum the Purchaser has already paid to the Vendors the sum of three thousand Maltese Liri (Lm3,000) and is paying hereon the sum of seven thousand Maltese Liri (Lm7,000) whilst the bank as delegated by the Customer in the first part of this deed hereby pays the Vendors in full and final settlement of the purchase price the sum given on loan of Lm25,000.

The Vendors accept the said payment of thirty-two thousand Maltese Liri (Lm32,000) and leave due receipt for the global amount of Lm35,000.

Vendors hereby warrant in favour of the purchaser, who accepts, good title and peaceful possession to the immovable property sold in virtue of this deed, as well as that it has no latent defects, and that the entire block has been built with and in accordance with all required building permits and building and sanitary laws, and regulations, and that it conforms to such permits, laws and regulations, and in support of these warranties, vendors hereby grant unto purchaser who accepts a general hypothec over all their property in general present and future:

Notarial fees and expenses and stamp duty due upon this deed shall be borne by purchaser;

It is hereby agreed that purchaser shall neither be bound to pay nor entitled to receive any compensation in relation to party walls and any relative compensation shall remain to the advantage and expense of vendors;

N. J. Varallo-Agris

Vendors hereby warrant in favour of purchaser who accepts that all road and drainage contributions and building permit fees due in relation to the entire block are fully paid up;

Purchaser shall have the right to keep upon the roof overlying the block a water-tank and a communal television aerial and a satellite dish and shall also enjoy right of access to said roof in order to carry out repairs and maintenance works to said tank and/or aerial and/or satellite dish whenever necessary;

Vendors hereby retain in their favour and in favour of their successors in title the right to build in and to develop the airspace overlying the block by constructing additional storey/storeys, in which case vendors shall have the right to extend the staircase and stairwell and lift shaft, the right to communicate drains to existing ones, to open windows onto existing shafts, and the right to make use of the common parts and of the common services of the block to serve such further storey/storeys, and in which case purchaser's rights upon the present roof shall automatically be transferred to the new roof, and any facilities which purchaser would have upon the present roof shall be transferred onto the new roof by vendors, and at vendors' expense;

Purchaser is bound to become a member of the Owners' Association of the block when it is set up and he shall be bound to pay his pro rata share of the expenses periodically incurred for cleaning, repairs and maintenance works carried out in the common parts and to the common services of the block, as well as to pay his pro rata share of the electricity consumption for the common parts and common services;

The common parts of the block may not be encumbered by any personal effects at any time.

The façade of the block is to be kept in a good state of maintenance and repair and uniform in colour with the remainder of the block namely as it is today;

NV. J Vandla Ags

The garage sold in virtue of this deed may only be utilized for personal use and no inflammable may be kept in it:

The flat and garage sold in virtue of this deed are subject to and enjoy all existing servitudes arising out of their position;

The vendors shall be responsible for any bills relative to the said property until today.

For the purposes of the Duty on Documents and Transfers Act of the year one thousand nine hundred and ninety-three (1993), it is hereby being declared that:-

Vendors have built the block of buildings described above upon land it purchased from the company L. Spiteri and Sons Contractors Limited by a deed dated the thirteenth (13th) day of March of the year two thousand (2000) in the records of Notary Doctor Pierre Falzon:

For which reasons I the undersigned Notary do hereby declare that this deed is not chargeable in terms of the said Act.

the purchaser declares that he has acquired the said property for the purpose of establishing therein his sole, ordinary residence and he makes this declaration after that I the undersigned Notary have warned him of the importance of the truthfulness of this declaration. Therefore the duty on documents on this deed amounts to one thousand three hundred Maltese Liri (Lm1,300).

For the purposes of the Income Tax Management Act of the year one thousand nine hundred and ninety-four (1994), it is being declared that Provisional Tax on Capital Gains amounts to two thousand four hundred and fifty Maltese Liri (Lm2,450).

In virtue of the third part of this deed the bank gives its consent for the reduction of Note of Hypothec Volume "!" Number

Mr. J. Vanilla Ago

fourteen thousand eight hundred and seventy-eight of the year two thousand and three ("l". 14,878/2003) insofar as it affects the immovable properties being transferred in virtue of the second part of this deed, whilst leavinf firm, valid and operative the hypothecary rights arising out of this note on the other immovable property mentioned therein, registered against the vendors.

Done, read and published, after due explanation by me in terms of law, in Malta, Valletta, Merchants Street, number thirty-two (32).

Signed: Brian Said

Emanuel Bonavia Raymond Scerri Joseph Vassallo-Agius

NOTARY PUBLIC OF MALTA.

Atue No. this 15-01-20.5 Nov. J Vanally Agris.

> DR JOSEPH VASSALLO-AGIUS LL.D. NOTARY PUBLIC & COMMISSIONER FOR CATHS

APT 6. AUBERGE B SAN ANTON.
OLD RAILWAY ROAD.
BALZAN BZN 1610, MALTA
TEL 21 225295
27 455583
FAX. 21 225295

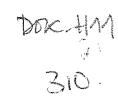
EVENTS OF DEFAULT

The Events of Default are the following:

- (a) if it should become apparent to the Bank that any matter disclosed, warranted or represented to the Bank by or on behalf of the Borrower was or has become, materially or adversely misleading or incorrect;
- (b) any failure by the Borrower to pay any sum due whether of principal, interest, fees or charges, due by the Borrower under the deed of loan and/or sanction letter and in the manner stipulated in the deed of loan and/or sanction letter:
- (c) any failure by the Borrower to repay or discharge in full any of his/her/its indebtedness (whether owed as principal or surety) to the Bank or any other party;
- (d) any failure by the Borrower to comply with the terms and conditions of the deed of loan and/or the sanction letter, which the Bank may reasonably consider material,
- (e) any breach or event of default under any other agreement in respect of any borrowings by the Borrower,
- (f) the cessation (or threatened cessation), transfer, transmission or assignment (whether by agreement, operation of the law, or otherwise) of the whole or substantial part of the Borrower's business or of the Borrower's beneficial interest in it or control of it or an act whether of the Borrower or another person which either by itself constitutes, or could directly result in a formal step being taken for the administration, bankruptcy, dissolution or analogous proceedings of, or in respect of, the Borrower or any of the Borrower's assets, or the levying of execution against all or any of the Borrower's assets;
- (g) any event upon the occurrence of which any security (which shall include a guarantee) shall become enforceable or the termination or variation without the Bank's prior written consent of the continuing nature or priority of any such security or upon the occurrence of which any such security becomes wholly or partially void, invalid or unenforceable;
- (h) the Borrower entering into or seeking or proposing any composition or voluntary arrangement with creditors or scheme of arrangement of the Borrower's affairs or the Borrower becoming unable, to pay its or his or her debts as they fall due;

(i) any event which in the Bank's reasonable opinion gives grounds for belief that the Borrower may not perform any obligation/s referred to in the deed of loan and/or sanction letter.

Nov. J. Vanallo-Agris



PRIVATE & CONFIDENTIAL

Mr Raymond Scerri Our Lady of Lourdes Triq Claire E Engel San Giljan

17 November 2003

Dear Mr Scerni

We are pleased to advise that your application for a loan from HSBC Bank Malta p.l.c. dated 13 November 2003 has been approved in terms thereof and subject to the 'General Conditions Regulating Loans' which form an integral part of the commitment letter.

The loan for Lm25000 shall be advanced as follows:

1. REPAYMENT

At the rate of Lm149 monthly inclusive of interest over approximately 21 years commencing on the 17th day of the month following that in which the loan is drawn.

The loan is for a fixed term. However, if an Event of Default (mentioned in the attached 'General Conditions Regulating Loans') takes place, any sum outstanding to the Bank shall be immediately due and payable (together with all charges and expenses) when notified of a default situation by judicial letter and you fail to regularise the position within 15 days of notification; all rights appertaining to the Bank shall be exercisable and all security shall become enforceable. In such event you shall lose the benefit of any time granted to you for payment and this without the necessity of any other proceedings.

2. INTEREST - SPECIAL OFFER

For the time being, debit interest on the preferential loan portion in the first two years of the loan will be charged at the rate of 0.75% per annum over the Bank's Base Rate (currently 3% per annum), that is, present effective rate 3.75% per annum or any higher rate allowed by law, thereafter at the rate of 1.25% per annum over the above Base Rate, that is, present effective rate of 4.25% per annum or any higher amount allowed by law.

The rates of interest will remain effective irrespective of the term of the facility until notice is given by the Bank of an amended rate. Interest will be charged on daily debit balances in accordance with recognised banking practice.

3. PURPOSE

To end finance the purchase of your future residence.

ESBC Home Loans (Malta) Ltd *
Operations Centre, Mill Street, Qormi, QRM 03
Tel: (+356) 21495331/2, Fax: (+356) 23804319, 23804207

Mr Raymond Scerri 18 November, 2003

SECURITY

First General Hypothec, Special Hypothec and Special Privilege for Lm25000

Flat 1, Dajenu Apartments N/S in Triq San Tumas Tarxien

- Householders Comprehensive Insurance Buildings Policy for Lm35000 covering the property in paragraph (a) above in name of Mr Raymond Scerri.
- Mortgage Protection Insurance Policy for a minimum of Lm27500 spread over 21 years with age admitted in name of Mr Raymond Scerri.

All security items must be completed before the deed of loan can be published.

5. DRAWINGS

We shall pay the sum of Lm25000 direct to vendors on the deed of purchase/loan provided that full balance of the purchase price is and/or has been paid by you at the time from your own resources or sources approved by us.

The last date permitted for drawings is 4 months from date of this letter but an extension may be considered subject to the payment of a further commitment charge.

6. EXPENSES

A processing fee (legal) fee of Lm60 is applicable.

7. OTHER CONDITIONS

Approval is conditional to your submitting all pending documents, which have still to be verified to the satisfaction of the Bank, namely:

- a) Property Valuation
- Photocopy of ID Card

Sanction of loan is conditional to receipt by the Bank of counterwarrants to all pending garnishee orders.

8. DEED OF LOAN

A copy of the commitment letter and the General Conditions Regulating Loans will be attached to the public deed of loan.

Yours sincerely

J. J. Vanallo-Agris

MC.113

GENERAL CONDITIONS REGULATING LOANS

Loan made by HSBC Bank Malta p.l.c. (The Bank)

The parties agree that the loan shall bear interest at the rate stated above which shall not exceed the maximum rate allowed by law, the said interest to be reckoned on the amount due for balance of loan by the Customer from time to time in accordance with recognised banking practice.

The Bank shall be entitled to charge the fees outlined in the bank's tariff of charges.

- a) Loan Repayments Programme shall be advised in writing to Customer and may be varied by the Bank when the rate of interest or the sanctioned amount is varied.
- b) The Bank reserves the right to charge a penalty not exceeding 3% of the outstanding loan balance should the Customer close his account within the first 3 years of the facility.
- a) The Customer may be required to insure all / any property against all risks with a reputable insurance company to note the Bank's interest on the policy and to deliver the policy to the Bank by title of pledge or assignment of receivables as the bank may require. Participation in a block policy shall be deemed a pledge of that policy.
- b) In default of 4(a), the Bank is entitled to obtain such cover at Customer's expense with insurers of its choice.
-) Customer is not to insure the same risks separately.

The Customer shall inform the Bank of all material circumstances affecting the policy no later than 7 days after the Customer becomes aware of the event.

Proceeds of an insurance claim may be applied in reduction of the Bank's credit or released to Customer at the Bank's discretion.

- a) Life insurance policies stipulated in the commitment letter shall be pledged to the Bank on the standard form and the policy document delivered to the Bank. Participation in a block policy shall be deemed a pledge of that policy.
- b) Should the life policy become void, Customer binds himself to replace it and pledge its replacement to the Bank.
- c) Customer is bound to pay premia punctually failing which the Bank may effect such payment or replace the policy at Customer's expense.

Customer binds himself to pay all groundrents burthening the property when due and to supply most recent groundrent receipts identifying the owner of the groundrent.

Customer undertakes not to hypothecate or lease the property to third parties without the Bank's consent in writing.

When the loan is one for construction, Customer is to advise the Bank in writing immediately the works financed are completed. The Bank shall commission a deed of conservation of special privilege at Customer's expense debited to Customer's account.

Customer undertakes not to pledge any insurance policy required by the Bank to third parties without the Bank's prior consent.

While the loan is outstanding Customer shall grant the bank access to inspect the property when requested to do so.

Loan security shall also secure any liabilities outstanding by Customer to the Bank and the Bank shall be entitled to keep such security in place until all Customer's liabilities to the Bank are settled.

The Events of Default referred to in this letter under the heading 'Repayment' are the following:

- (a) if it should become apparent to the Bank that any matter disclosed, warranted or represented to the Bank by or on behalf of the Customer and/or Surety was or has become, materially or adversely misleading or incorrect;
- (b) any failure by the Customer and/or Surety to pay any sum due whether of principal, interest, fees or charges, due by the Customer and/or Surety under the deed of loan and/or sanction letter and in the manner stipulated in the deed of loan and/or sanction letter;

DOCHU - 312

- (c) any failure by the Customer and/or Surety to repay or discharge in full any of his/her/its indebtedness (whether owed as principal or surety) to the Bank or any other party;
- (d) any failure by the Customer and/or Surety to comply with the terms and conditions of the deed of loan and/or the sanction letter, which the Bank may reasonably consider material;
- (e) any breach or event of default under any other agreement in respect of any borrowings by the Customer and/or Surety;
- (f) the cessation (or threatened cessation), transfer, transmission or assignment (whether by agreement, operation of the law, or otherwise) of the whole or substantial part of the Customer's and/or Surety's business or of the Customer's and/or Surety's beneficial interest in it or control of it or an act whether of the Customer and/or Surety or another person which either by itself constitutes, or could directly result in a formal step being taken for the administration, bankruptcy, dissolution or analogous proceedings of, or in respect of, the Customer and/or the Surety or any of the Customer's and/or Surety's assets, or the levying of execution against all or any of the Customer's and/or Surety's assets;
- (g) any event upon the occurrence of which any security (which shall include a guarantee) shall become enforceable or the termination or variation without the Bank's prior written consent of the continuing nature or priority of any such security or upon the occurrence of which any such security becomes wholly or partially void, invalid or unenforceable;
- (h) the Customer and/or Surety entering into or seeking or proposing any composition or voluntary arrangement with creditors or scheme of arrangement of the Customer's and/or Surety's affairs or the Customer and/or Surety becoming unable, to pay its or his or her debts as they fall due;
- (i) any event which in the Bank's reasonable opinion gives grounds for belief that the Customer and/or Surety may not perform any obligation/s referred to in the deed of loan and/or sanction letter.

A customer may be required to repay the whole loan balance as due when notified of a default situation by judicial letter and fails to regularise the position within fifteen days of notification.

- 15. A notice sent by prepaid post to the last address of Customer shall be deemed to have been received by Customer 2 days after date of posting.
- 16. Customer shall supply a plan and site plan of the properties to Land Registry specifications within 6 weeks of being required to do so by the Bank.
- 17. Loan drawings to finance works and suppliers shall be at the Bank's discretion against receipts, within the estimates of costs of work provided by Customer or on provision of architect's certificate of works effected.
- 18. The Bank shall have the right, for administrative purposes, to deal with the loan under more than one account, and shall be also authorised to effect such transaction in the said accounts as may be necessary to reflect the decreasing nature of all loan accounts. The loan balance even if accounted for in more than one account shall be one indivisible debt. The transfer of a balance from one account to another shall not be deemed a novation.
- 19. Monthly repayments and premia on HSBC Life Assurance Block policy and Block Insurance (Buildings) Policy are to be effected by means of 'Direct Debit'. Direct Debits for loan repayments will be effected in terms of our letter of commitment and amendments thereto. Direct Debits for the premia will be effected in terms of the HSBC Life Assurance Certificate and Block Insurance (Buildings) Certificate.
- 2) The Bank shall be at liberty to delegate any of the administrative work (including debits to Customer's account) relative to the loan to HSBC Home Loans (Malta) Ltd or any other HSBC Group Company. In this connection, any company delegated as aforesaid shall be entitled to

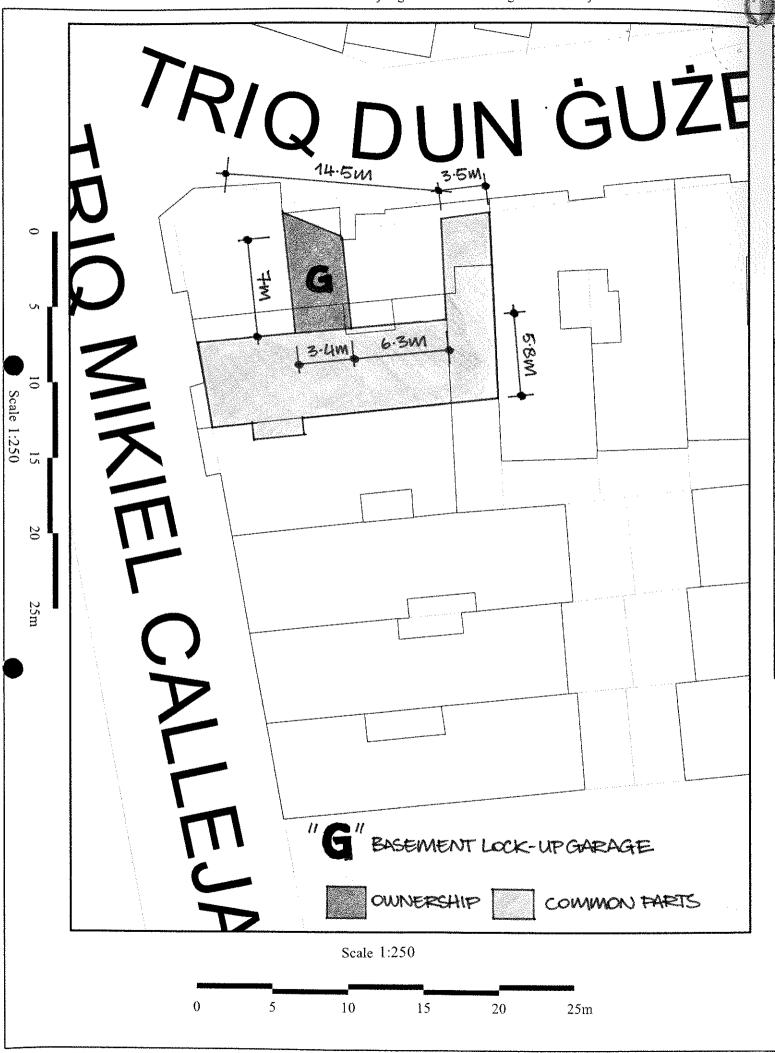
correspond with the Customer or with third parties on all matters concerning the loam without the necessity to state on every such correspondence that it is acting on behalf of the Bank.

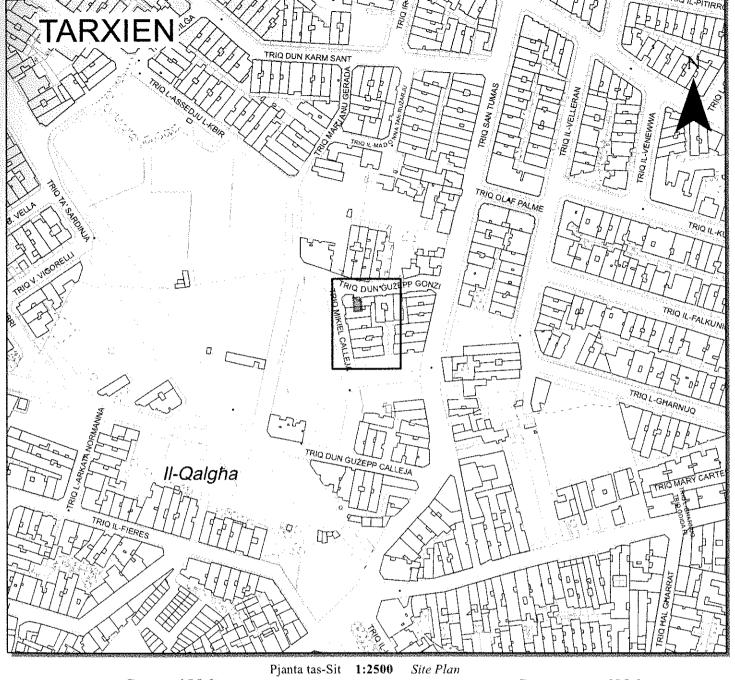
21. The Bank reserves unto itself the right to lay down such terms and conditions as it considers reasonable for the repayment of the facility over a period and may change or add to the terms and conditions (including the interest rate) for security, legal, regulatory or market reasons. The Bank will give reasonable prior notification to the Customer accordingly.

22. Until such time as the Customer remains in breach of any of the aforementioned conditions, the Bank shall be entitled to charge a higher interest rate by up to 3% per annum for the duration of the default.

Carpust the air "Emplancin

Nov. J. Vanalla-Agris





Gvern ta' Malta

305.

Government of Malta

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



Land Registry
Casa Bolino, 116, Triq il-Punent, Valletta

Nru tal-Mappa: 152857 E Map Number:

Perit:

Architect:

Pożizzjoni Čentrali: x = 56467Centre Coordinates: y = 69613 Parti min S.S.: Extracted from S.S:

5669

Data: 20/01/2020 Date:

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

Firma ta' l-Applikant:

Applicant's Signature:

29W2

Timbru tal-Perit:

Architect's

Jevon Vella architecture bureau 46 St Plus V Street Sliema SLM1421

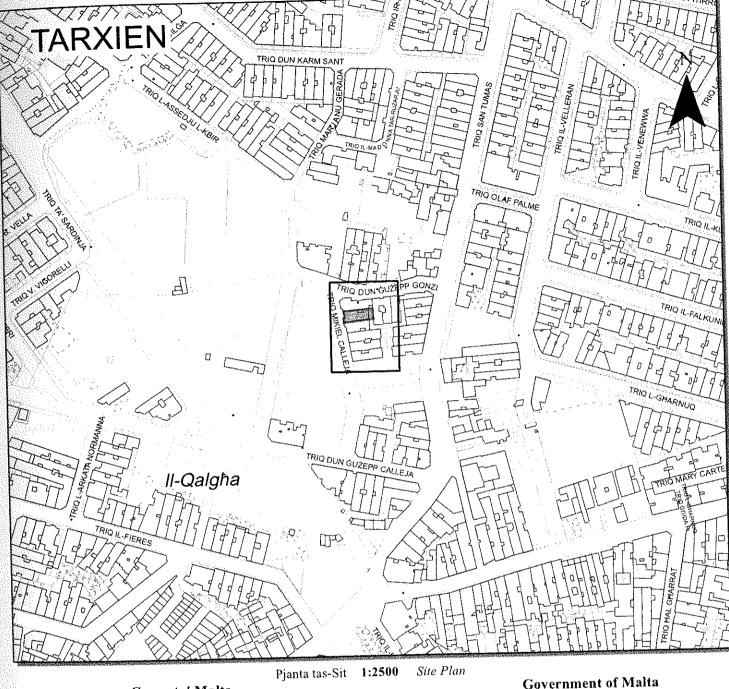
TF+356 21313163 M+356 99841365 ord devi-www ord devisions

MPUM

148603 LR

Dritt imħallas Fee Paid





Gvern ta' Malta

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



385.

Land Registry
Casa Bolino, 116, Triq il-Punent, Valletta

Nru tal-Mappa: 152857 E Map Number:

Pozizzjoni Centrali: x = 56467

Centre Coordinates: y = 69613

Extracted from S.S:

Data: 20/01/2020 Date:

Perit:

Architect:

OIQ GOV, WWW ORD CREVIDENTS

Area (square metres):

Qies (metri kwadri):

Parti min S.S.:

150 m²

Timbru tal-Perit:

Architect's Stan

Jevon Velia architecture bureau 46 St Plus V Street Sliema Schmage TE+356 21313163 M+356 90641365 Firma ta' l-Applikant: Applicant's Signature:

148604

Dritt imhallas Fee Paid

"IT-TMIEN SKEDA

(Regolament 8)

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46 St Plus V Street Sliema SLM 1421 TF+356 21313163 M+356 9964166

into@ivab.pro www.jvab.pro