

Registatur Tal-Qorti
Fil-Prim Awla
Tal-Qorti Civili



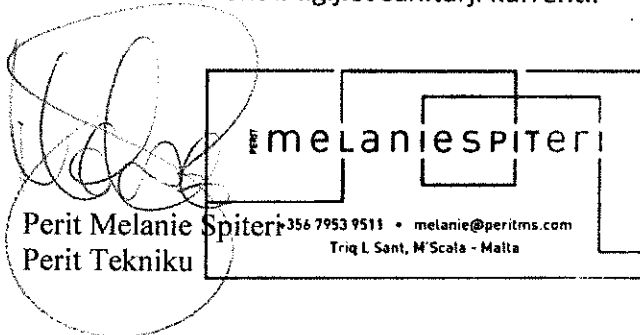
NOTA KORRETTORJA/ADDIZZJONALI DWAR NRU 48/2019

Fl-Atti tas-Subbasta Nru 48/2019 fl-ismijiet
Bank Of Valletta Plc
vs
Stephen Schembri

B'Referenza mar-rapport tiegħi bid-data ta' Tnax ta' Novembru 2019 nixtieq nagħmel it-tibdiliet li gejjin:

NOTI ADDIZZJONALI:

1. F'pagna no 2, punt C, il-keima 'pussess' qed tigi mnehhija.
2. F'pagna no 3, qed tigi mnehhija l-frazi 'hielsa minn kull litigazzjoni pendenti'
3. F'pagna no 4, qed tigi mnehhija 'servitujiet' u minflok trid tigi inkluzja 'bit-tgawdija u kif suggett għall-ilma jqattar mit-terrazzin sovrastanti l-appartament numru hamsa (5)'.
Il-propjeta giet trasferuta l-ahhar fil-23/03/2004 u hawn anness il-kuntratt ta' dak inhar.
4. Il-post qiegħed għoli 3.00m mill-wicc il-madum sa saqaf.
5. Anness hawn pjanta indikattiva tal-post bil-qisien
6. Il-pjanta tal-permess tal-bini għas-sular terran ma kienitx parti mill-permess maħrug mil-Planning Authority u għalhekk ma nstabitx. Pero il-propjeta għanda waħda mill-kmamar tas-sodda li mhux skont il-ligi sanitarja peress li mgħandiex tieqa għal-barra għax qeda maqsuma b'hajt finta. Għalhekk tista tigi facilment regolata. Apparti dik, il-bini qiegħed mibni skont il-ligijiet sanitarji kurrenti.



Perit Melanie Spiteri
Perit Tekniku

ILLUM 06 f' Ottubru 2020
DEHER IL-PERIT LEGALI/TEKNIKU Melanie Spiteri
436381M.....LI HALEF LI QEDA FEDELMENT
U ONESTAMENT L-INKARIGU MOGHTI LILU

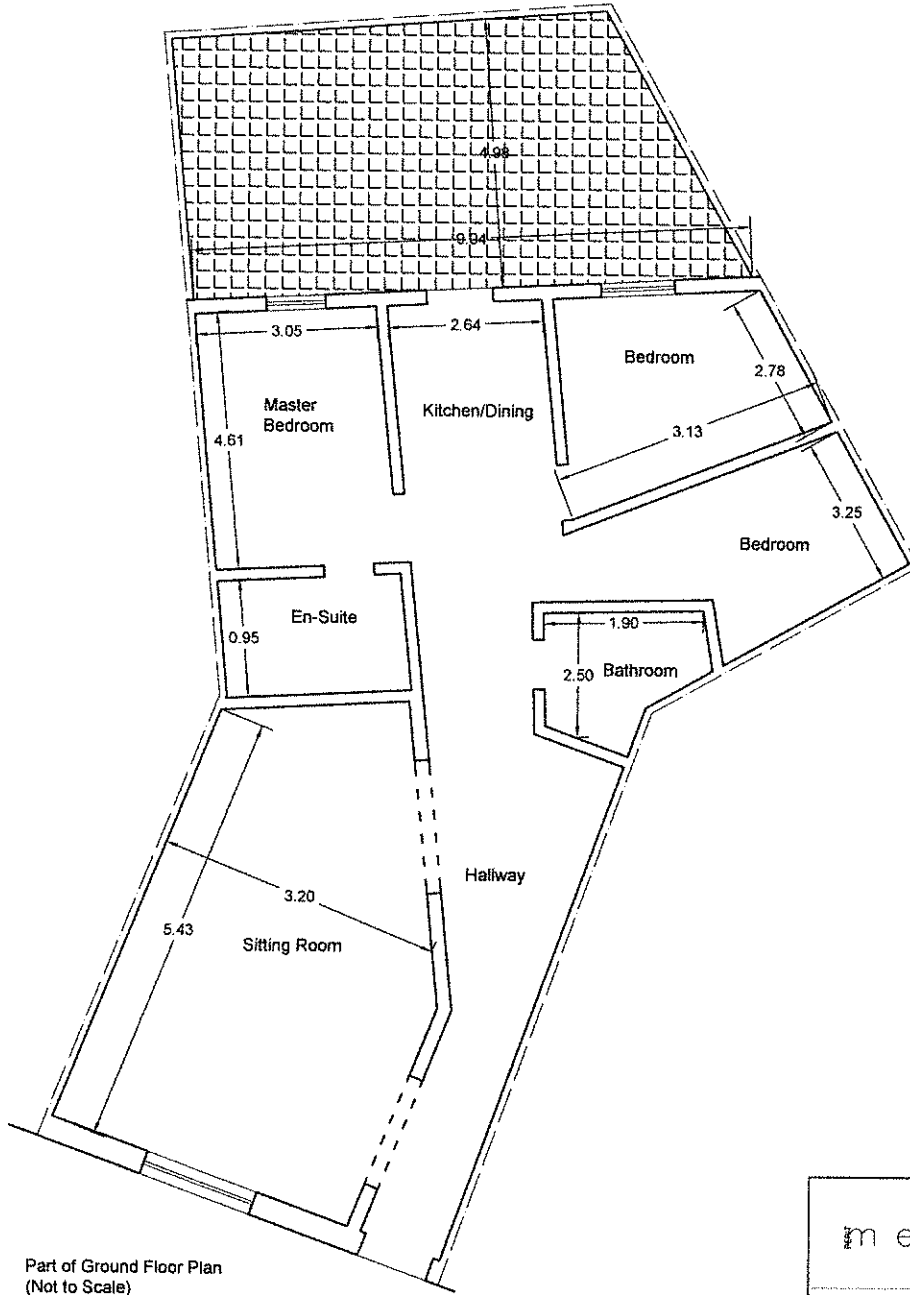
DEPUTA REGISTRATUR
Gaetano Aquilina
Deputy Registrar
Deputy Registrar
Qrati tal-Gustizzja (Malta)
Law Courts (Malta)

Annalise Spiteri
Deputa Registratur
Qrati tal-Gustizzja (Malta)

Illum 06 OCT. 2020

Ipprezentata mill- ALC Melanie Spiteri

B'/bla dok 3 dok wiehed (1) umententi



m e l a n i e s p i t e r i

+356 7953 9511 • melanie@perilms.com
Triq L Sant, M'Scala - Malta

m e l a n i e s p i t e r i	
+36 7953 9511 • melanie@perilms.com Triq L Sant, M'Scala - Malta	
<i>Project:</i> Property at 'Arkaf', C Sqaq No1, Triq il-Wed, B'Kara	
<i>Drawing Title:</i> Ground Floor Plan	
<i>Drawn by:</i> M.S.	<i>Approved by:</i> M.S.
<i>Client:</i> BOV plc	
<i>Date:</i> October 2019	<i>Dwg No:</i> 1
<i>Scale:</i> NTS	<i>Job No:</i> 19 129
<i>Revisions:</i>	

Doc "14"

406

This twenty third day of
March of the year two thousand
and four (13.03.2004)

Before me Doctor of Laws Isabelle Gonzi, Notary
Public in Malta, there personally came and appeared:

Deed No: 38

Loan + Sale

Joseph Mary Formosa, chief officer mortgages, son of
the late Carmelo and the late Annunziata nee' Baldacchino,
born in Marsaxlokk and residing at Saint Venera, holder of
identity card number 362849(M), who appears on this deed for
and on behalf of "Bank of Valletta p.l.c.", duly authorised -
hereinafter referred to as the "Bank".

Deed No: 6358/2004

Vol I Nos: 7132/2004

7133/2004

Stephen Schembri, employed, legally separated, son
of the late Anthony and the late Rita nee' Ciantar, born in
Pieta' and residing at Birkirkara, holder of identity card
number 434370(M) - hereinafter referred to as the "Customer"
and/or "Purchaser".

Deed No: 21 of April 2004

Joseph Mamo, retired, son of the late Gerald and the
late Stella nee' Borg, born in Birkirkara and residing at
Naxxar, holder of identity card number 274836(M), who is
appearing on this deed for and on behalf of Roderick Mamo,
in business, bachelor, and Silvana also known as Sylvia wife
of Carmelo Sciberras, brother and sister Mamo, children of
the said Joseph Mamo and Ludgarda nee' Grima, both born in
Pieta' and residing at Naxxar, holders of identity card number
525080(M) and 99571(M) respectively as well as for and on
behalf of Carmelo also known as Charles Sciberras, in
business, son of Albert and Carmen nee' Fenech, born in Pieta'
and residing at Naxxar, holder of identity card number
290164(M), duly authorised in virtue of a power of attorney
annexed to a deed in my records of the seventh day of April of
the current year (07.04.2003) - hereinafter referred to as the
"Vendor nomine".

NOTARY TO GOVERNMENT
MALTA

Identified by me, the undersigned Notary, in virtue of the above mentioned documents.

Whereas the Customer has requested the Bank to grant him on loan the sum of twenty thousand three hundred Maltese liri (Lm20,300) so that he may purchase the property at Birkirkara to be described hereunder, the amount of thirteen thousand Maltese liri (Lm13,000) for the completion of the said property and the sum of one thousand seven hundred Maltese liri (Lm1,700) to be used for his personal commitments and as security the Customer has offered the Bank, which accepts, a general hypothec on all his property in general present and future and this over and above a special hypothec and the special privilege competent to the Bank on the same said property in terms of law.

And whereas the Bank has acceded to the request of the Customer subject to the conditions and limitations set out hereunder.

Now, therefore, in virtue of **the first part of this deed**, the Bank declares to accede and hereby accedes to grant on loan to the Customer, who accepts, the sum of thirty five thousand Maltese liri (Lm35,000) - hereinafter called the loan - out of which the Bank, as delegated by the Customer, is paying directly to the Vendor nomine later on in the second part of this deed the sum of twenty thousand three hundred Maltese liri (Lm20,300) as part of the purchase price of the property at Birkirkara being purchased hereon and a further amount of thirteen thousand Maltese liri (Lm13,000) for the completion of the said property and which latter sum the Customer delegates the Bank, which accepts, to pay it in its absolute discretion to the various contractors and suppliers of materials for works carried out and materials supplied in connection with the said completion in terms of Section two thousand and ten (2010) of the Civil Code of the Laws of Malta. Moreover, the Customer undertakes and binds himself to immediately inform the Bank as soon as the said works are completed in order to conserve in its favour the special privilege accorded o it in terms of law.

NOTARY TO GOVERNMENT
MALTA

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 hereby constitutes in favour of the Bank, which accepts, a general hypothec on all his property in general present and future for the total sum of thirty five thousand Maltese liri (Lm35,000) and this over and above a special hypothec for the total sum of thirty five thousand Maltese liri (Lm35,000) and the special privilege up to the amount of thirty three thousand three hundred Maltese liri (Lm33,300) competent to the Bank in terms of law over the property at Birkirkara to be described later on in the second part of this deed.

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

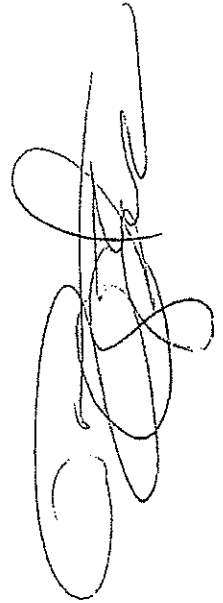
The Bank and the Customer agree that the loan and the security therefor shall be regulated by such conditions including repayments as have been and/or shall be from time to time notified in writing by the Bank and accepted by the Customer but the following shall be the overriding conditions, namely:

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 up to the amount of thirty three thousand three hundred Maltese liri (Lm33,300) shall be repaid over a period of thirty two (32) years or any extension thereof whilst the balance of loan of one thousand seven hundred Maltese liri (Lm1,700) is repayable over a period of twenty (20) years or any extension thereof.

The Bank and the Customer agree that if:

a) the Customer fails to pay any sum whether of principal, interest, fees or charges due from him under the deed of loan at the time and in the manner stipulated in this deed; or



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b) the Customer commits any breach of, or omits to observe any obligations or undertakings expressed to be assumed by him under this deed; or

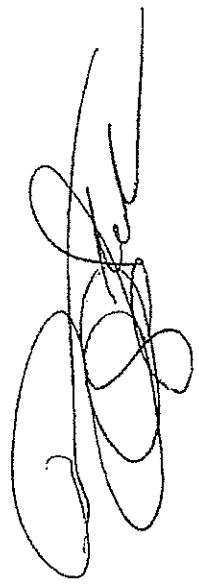
c) any representation or warranty made or deemed to be made or repeated by or in respect of the Customer, is or proves to have been, incorrect in any material aspect; or

d) any indebtedness of the Customer is not paid when due or becomes due and payable, or any creditor of the Customer becomes entitled to declare any such indebtedness due and payable prior to the date when it would otherwise have become due or any guarantee or indemnity of the Customer in respect of the indebtedness is not honoured when due and called upon; or

e) any consent, authorisation, licence or approval of or registration with or declaration to governmental or public bodies or authorities or courts required by the Customer in connection with or pursuant to the execution, delivery, validity, enforceability or admissibility in evidence of this deed or the performance by the Customer of his obligations under this deed is modified or is not granted or is revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect; or

f) a creditor attaches or takes possession of, by way of execution, sequestration or other process is levied or enforced upon or sued out against, any of the undertakings, assets, rights or revenues of the Customer and is not discharged within seven (7) days; or

g) the Customer suspends payment of his debts or is unable or admits inability to pay his debts as they fall due or commences negotiations with one or more of his creditors with a view to the general readjustment or rescheduling of all or part of his indebtedness or proposes or enters into any composition or other arrangement for the benefit of his creditors generally or as a class of creditors or proceedings are commenced in relation to the Customer under any law,



NOTARY TO GOVERNMENT
MALTA

regulation or procedure relating to the reconstruction of debts;
or

h) the Customer takes any action or any legal proceedings are started or other steps taken for:

(i) the Customer to be adjudicated or found bankrupt or insolvent; or

(ii) the winding up or dissolution of the Customer; or

(iii) the appointment of a curator or administrator or similar officer of the Customer; or

i) the Customer suspends or ceases or threatens to suspend or ceases to carry on his business; or

j) all or a material part of the undertakings, assets, rights or revenues of or shares or other ownership interests of the Customer are seized, nationalised, expropriated or compulsorily acquired by or under the authority of any Government; or

k) it becomes unlawful at any time for the Customer to perform all or any of his obligations under this deed; or

l) the Customer repudiates or does or causes or permits to be done any act or thing evidencing an intention to repudiate this deed; or

m) there occurs in the opinion of the Bank a material adverse change in the financial condition of the Customer; or

n) any other event occurs or circumstance arises which, in the opinion of the Bank, is likely, materially and adversely to effect the ability of the Customer to perform all or any of his obligations under or otherwise comply with the terms of this deed,

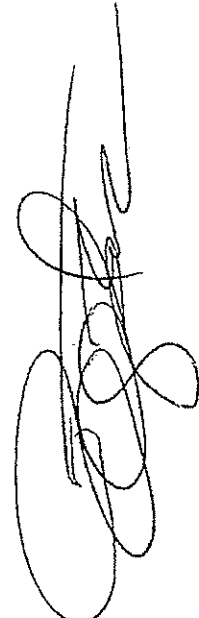
then or at any time thereafter, the Bank may by notice to the Customer declare the loan to be immediately due and payable, whereupon it shall become so due and payable together with accrued interest thereon and any other amounts then payable under this deed.



NOTARY TO GOVERNMENT
MALTA

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 to the Bank;
- (c) if the Customer 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 circumstance arises which may reasonably effect 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.

Furthermore, the Customer and the Bank agree as follows:

1) 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 searches into his liabilities and transfers and the searches into the Land Registry as also for maintaining all the Bank's security, including insurance policies, in good order to the satisfaction of the Bank, in its sole discretion, from time to time.

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.

STATE TO GOVERNMENT
MALTA

3) 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. Furthermore, the Customer authorises the Bank to effect any insurance on his property as the Bank may deem fit at his sole expense.

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

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 let⁴ part with or allow third parties to use the said immovable under any title whatsoever,

without the Bank's prior written consent.

6) The Bank reserves unto itself the right to introduce such fees as it may consider appropriate for the provision of its services and to increase the fees and/or charges which are currently applicable by the granting of fifteen (15) days' notice of the introduction and/or increase in such fees. Any such notice will be posted on the Branch Notice Board.

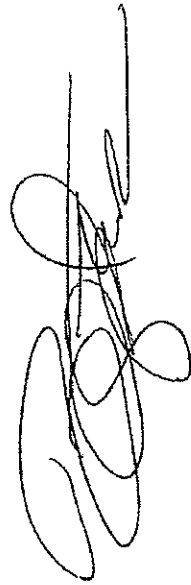
7) I, the undersigned Notary, after having duly verified with the Land Registry, hereby declare that the property forming the subject of this deed does not fall within a compulsory land registration area.

8) The Customer agrees that the Bank shall be entitled to make and/or follow any application in the Land Registry for the registration of the said property in case it is declared to be in a compulsory land registration area.

GOVERNMENT
MALTA

9) The Bank reserves the right to charge an early repayment fee not exceeding three per cent (3%) of the outstanding loan balance should the Customer decide to repay the loan in full prior to the expiration of three (3) years from this present deed.

In virtue of the second part of this deed, the Vendor nomine hereby sells, transfers and conveys unto the Purchaser who accepts, purchases and acquires the unnamed and unnumbered maisonette unofficially marked with the letter "C", forming part of a complex of four (4) ground floor maisonettes which together with the two (2) overlying blocks of apartments and the underlying complex of garages and car spaces at basement level constitutes the development known as *L-Arkati*, having its own separate entrance in Alley number One (1), Valley Road, Birkirkara, which maisonette is the second one from the right hand side when viewed from the street and underlies apartments number five (5) and seven (7), including a one twelfth (1/12) undivided share in the ownership of the corridor which is common to all twelve (12) units within the development, as subject to and enjoying all those servitudes inherent in its position and as subject to the dropping of water from the terrace of the overlying apartment numbered five (5), otherwise free and unencumbered, with all its rights and appurtenances, bounded the said maisonette on the south by the said Valley Road, on the west by the maisonette unofficially marked with the letter "B" and on the east by the maisonette unofficially marked with the letter "D" property of the Vendor nomine or his successors in title.



This sale is being made and accepted for the sale price and in consideration of twenty four thousand Maltese liri (Lm24,000) out of which the Purchaser is paying out of his own personal funds the sum of three thousand seven hundred (Lm3,700) due receipt being furnished, whilst the Bank, as delegated by the Customer in the first part of this deed, hereby pays to the Vendor nomine, who accepts, the sum above mentioned of twenty thousand three hundred Maltese liri (Lm20,300) in full and final settlement of the purchase price and the Vendor nomine tenders to the Bank due receipt for the whole amount.

NOTARY TO GOVERNMENT
MALTA

114

The Purchaser shall not be entitled to receive any compensation for the party walls nor shall he be held responsible for their payment.

The road and drainage contributions have already been paid up.

The said maisonette is being sold *tale quale*, in its present state and condition, as seen and approved by the Purchaser, and with free and vacant possession.

The Vendor nomine warrants the peaceful possession and real enjoyment in terms of law of the maisonette in question by means of a general hypothec over all the property of the vendors in general present and future in favour of the Purchaser who accepts same.

The Vendor nomine warrants that the maisonette in question as well as the development of which it forms part are built according to law and that all the necessary permits have been issued.

The Purchaser reserves the right to install and maintain a water tank on the roof of the washroom of either apartment number five (5) or apartment number seven (7) as well as a satellite dish on the roof of the washroom of either apartment number five (5) or apartment number seven (7) (provided that both commodities are not installed on the roof of the same washroom) with the right of access to them in case of maintenance and repair at a reasonable hour.

The Purchaser undertakes and binds himself to pay a proportionate one twelfth (1/12) share of the upkeep and the electricity bill relative to the common corridor and the common parts of the garages and car spaces and this in addition to the annual sum of ten Maltese liri (Lm10) as a remuneration fee due to a caretaker entrusted with the upkeep of the development.

The Purchaser undertakes and binds himself to use the maisonette in question exclusively for residential purposes.

MINISTRY OF GOVERNMENT
MALTA

For the purposes of the Duty on Documents and Transfers Act, the Income Tax Act and the Income Tax Management Act, the following is being declared:

a) I, the undersigned Notary, declare that the vendors built the development of which the maisonette in question forms part on the site formerly occupied by the rural premises numbered eight (8), Alley One (1) and the annexed garden ("giardina"). Carmelo and Silvana spouses Sciberras acquired their one half (1/2) undivided share in the said property from Mary Agius and others in virtue of a deed of sale in the records of Notary Doctor Marco Farrugia of the fourteenth day of October of the year one thousand nine hundred and ninety six (14.10.1996). Roderick Mamo acquired his one half (1/2) undivided share in the property in question from Valeriano also known as Valentino and Maria Aloysia also known as Marisa spouses Schembri in virtue of a deed of sale in the records of Notary Doctor Marco Farrugia of the tenth day of May of the year two thousand (10.05.2000).

b) Stamp duty *ad valorem* on this deed amounts to eight hundred and forty Maltese liri (Lm840) and this since the Purchaser declares that he is acquiring the maisonette in question for the purpose of establishing therein his sole ordinary residence.


The Purchaser has been warned by me, the undersigned Notary, as to the importance of the truthfulness of such declaration.

c) Provisional capital gains tax payable on this deed amounts to one thousand six hundred and eighty Maltese liri (Lm1,680).

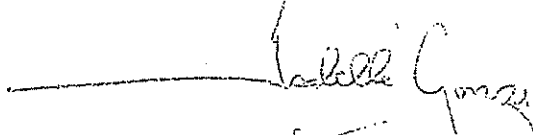
This deed was done, read and published after the contents thereof had been duly explained according to law in Malta, Valletta, Palace Square, number one stroke five (1/5), at the offices of the Bank, Mortgages Division, Homelink Centre.

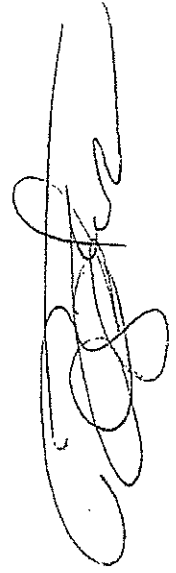
① ~~Article words~~, in (6) figures and in (1) letter deleted and substituted by: Mark Camilleri, bank official, son of Carmelo and Ludgarda née Dehmar, born in Pusta and residing at Zgħira, holder of identity card number 222 969 (M).

- ① Adm. (30)
- ② Onward letter.
- ③ Adm. Jan. Deceased and Mrs.
- ④ Adm. Kallese Lm.
- ⑤ Adm. transfer.

SS Schenker
~~for name~~


RECEIVED
 DELTA


 Notary Public in Malta.



SCHEDULE

417

(Rules 4, 5, 6)

Part I

"FIRST SCHEDULE

INTER VIVOS

This notice must be filed in triplicate

NOTICE, (WORD PROCESSED OR IN BLOCK LETTERS), TO BE FILED ON DEEDS OF TRANSFERS FOR THE PURPOSE OF FINAL WITHHOLDING TAX AND/OR PROVISIONAL CAPITAL GAINS TAX IN TERMS OF THE INCOME TAX ACTS, AND FOR THE PURPOSE OF ARTICLE 51 OF THE DUTY ON DOCUMENTS AND TRANSFERS ACT, CAP. 364.

Global Capital Gains Tax: Lm 1,680	Duty on Documents: Lm 840
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Transferor's Name	Present Address	Apportioned Amount of Tax		Tel/Mob. No.	ID/IT/COS No.
		Final W/Tax	Prov. Tax		
Roderick Mamo Carmelo & Silvana Scibernas	"Villa Mamo", St. Paul's Str, Naxxar "Arc-en-Ciel", St. Paul's Str, Naxxar.				525080 (M) 290164 (M) 99571 (M)

Transferee's Name	Present Address	Tel/Mob No.	ID/IT/COS No.
Stephen Schembri <u>SOLE RESIDENCE</u>	84, "St. Helen", Flat U, Triq il-Qasab, Birkirkara.	7925 3120	434370 (M)

N.B. Receipt of duty paid will be sent to the first transferee indicated by the Notary.

Notification of Promise of a Sale or of a Transfer Number /

Name of Notary	Isabelle Gonzi
Date of Deed	23.03.2004
The amount of the consideration or the value declared	Lm 24,000

NOTARY TO GOVERNMENT
MALTA

Name of Agent	N/A
Broker	
I.D./I.T. Number	/
FOR OFFICIAL USE ONLY	
21/4/04 <i>[Signature]</i>	

Provisional Capital Gains Tax	Final Withholding Tax	Bank Draft/Cheque No/s
		BOV cheque no. 3300
Duty on Documents		BOV cheque no. 3303

DDT 1

DECLARATION BY NOTARY

1. An authenticated copy of the I.D. Card is to be annexed in respect of each individual and the I.T. No. or Company No. should be given where no I.D. Nos. exist.
2. Continuation Sheets may be used if necessary.
3. Details should be inserted in the space in the order specified.
4. In *inter vivos* transactions of immovable property a full description of such property is to be given and if need be a "block plan" and site plan on Land Registration Stationery duly signed by Architect should be annexed.
5. Photocopy of receipt of Provisional Duty on Documents payment (if applicable) is to be annexed.

Nature of Transaction: Sale of the unnamed and unnumbered ground floor maisonette unofficially marked with the letter "C", having its own separate entrance in Alley number One (1), Valley Road, Birkirkara which together with another three (3) adjacent maisonettes and two (2) overlying blocks of apartments constitutes the development known as "L-Arkati", which maisonette is the second one from the right hand side when viewed from the street, including a one twelfth (1/12) undivided share in the ownership of the corridor which is common to all twelve (12) units within the development, free and unencumbered, with all its rights and appurtenances.

NOTARY IN GOVERNMENT
MALTA


Signature of Notary

FOR OFFICIAL USE-

Provisional C.G.T. Paid: Lm _____ Final Withholding Tax : Lm _____ Receipt No/s _____ _____ _____ Date of Receipt/s: _____	Duty on Documents Lm _____ Provisional Duty Lm _____ Total Lm _____ Receipt No/s : _____ _____ _____ Date of Receipt: _____
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