



Fil-Prim Awla' tal-Qorti Ċivili

Fl-Atti tas-Subbasta Nru.28/2015

Bank of Valletta p.l.c

Vs

Issa Islam Tawfik

1 ta' Dicembru 2020

Isem Bank of Valletta p.l.c (C2833) vs Issa Isslam Tawfik (20380(A))
Indirizz Flat 3, Bountempo Estates, Balzan Valley, Balzan
Referenza Uffiċju CC1201
Referenza Kljent Subbasta Nru. 28/2015

Valutazzjoni ta' Flat 3, Bountempo Estates, Balzan Valley, Balzan

B'riferenza għall-Atti tas-Subbasta Nru. 28/2015, jien ġejt mahtur bħala espert fl-atti tal-Mandat ta' Qbid ta' Hwejjeg Immobbli hawn fuq imsemmi sabiex nagħmel deskrizzjoni tal-fond jew fondi indikat fir-rikors promotur u sabiex infisser il-piżijiet, kirjiet, u jeddiet ohra, sew reali kemm personali, jekk ikun hemm, li għalihom dan il-fond jew fondi ikun suġġett kif ukoll l-aħħar trasferiment tiegħu, skond l-informazzjoni li nkun hadt mill-kreditur jew mid-debitur.

Dan ir-rapport huwa bbażżat fuq spezzjoni viżiva, li tirrelata ma' l-istat generali tal-proprjetà deskritta hawn taht. Mhuwiex l-iskop illi jitqies bħala rapport li jirrigwarda sħarriġ tal-istruttura tal-proprjetà.

Id-drenaġ u servizzi ta' dawl u ilma ġew spezzjonati biss fejn kien raġonevolment possibbli li jiġi spezzjonat viżwalment.

Indirizz tal-proprjetà Flat 3, Bountempo Estates, Balzan Valley, Balzan

Data tal-ispezzjoni 24 ta' Novembru 2020.

Lokazzjoni Il-proprjetà tinsab f'Hal-Balzan, fil-parti ċentrali ta' Malta. L-imsemmi blokk jikkonfina mill-Lbic, mill-Majjistral u mix-Xlokk mat-triq ġdida bl-isem ta' 'Bountempo Estates' li tagħti għal Balzan Valley u irjieh ohra verjuri.

Arja u għoli tal-intern L-appartament għandu arja totali ta' 118 metru kwadrat inkluż il-hxuna tal-hitan esterni u nofs il-hajt diviżorju. L-intern tal-appartament huwa għoli 2.82m. Access għal-kamra tal-bejt ma kienx possibbli. Din tkejjlet minn barra għanda arja ta' 8.8 metri kwadri.

Deskrizzjoni tal-proprjetà L-appartament internament immarkat bin-numru tlieta (3), li jinsab fit-tieni sular u jifforma parti minn blokka ta' erba' (4) appartamenti, liema blokka hija bla numru uffiċjali u bl-isem 'Bountempo Estates' li tinsab ġewwa triq privata mingħajr isem li tagħti għal Balzan Valley Balzan, u liema appartament jinsab fuq in-naħa tax-xellug tal-imsemmija blokka meta wieħed ihares lejn l-imsemmija blokka.

Inkluż mal-appartament hemm ukoll kwart sehem indiviż (1/4th) tal-partijiet komuni tal-imsemmi blokka, u nofs (1/2) l-arja diviża tal-bejt li tiġi sovrastanti l-istess appartament, u li tinkludi ukoll il-kamra tal-bejt, bl-arja ta' ċirka hamsa u tletin (35) metri kwadri, aċċessibbli mill-partijiet komuni (skond il-kuntratt datat 29 ta' Awwissu 2002 fl-atti tan-Nutar Dottor Anthony Abela).

L-appartament qiegħed imfassal f'kamra miftuha li tintuża bħala kamra tal-ikel u salott, kċina separata, kamra tas-sodda prinċipali bil-kamra tal-banju magħha, kamra tal-banju prinċipali, u żewġ kmamar tas-sodda oħra.

Data tal-kuntratt u titlu L-appartament ġie akkwistat minn Issa Isslam Tawfik permezz ta' kuntratt datat 29 ta' Awwissu 2002 fl-atti tan-Nutar Dottor Anthony Abela.

L-imsemmi appartament igawdi d-drittijiet u huwa suġġett għas-servitugiet naxxenti mill-pożizzjoni tiegħu. L-imsemmi appartament huwa liberu u battal bid-drittijiet u l-pertinenzi kollha tiegħu.

Kundizzjonijiet u drittijiet relatati mal-proprjetà jistgħu jiġu riferuti f'pagni 7-9 tal-kuntratt li jinsab anness bħala Dokument F.

Abitazzjoni Il-proprjetà hija abitata minn l-istess sid tal- proprjetà, Issa Isslam Tawfik.

Tip ta' kostruzzjoni Il-ħitan huma mibnjin bil-brikks u s-soqfa mibnjin bil-konkos.

Età tal-proprjetà Il-proprjetà nbiet circa 25 il-sena ilu.

L-estern Il-faċċata ta' quddiem tal-proprjetà ġiet spezzjonata mit-triq privata bl-isem ta' Bountempo Estates. Il-faċċata hija miksija bil-kisi tal-ġibs u miżbugħa. Il-faċċata hija fi bżonn ta' manutenzjoni minhabba li l-livell preżenti huwa ta' kwalità baxxa.

Stat tal-istruttura Mil-ispezzjoni ma kienx jidher illi kien hemm difetti strutturali ta' attenzjoni partikolari.

L-intern Il-ħitan u s-soqfa huma miksijin, mkaħħlin u mbajdin, l-art miksija b'madum taċ-ċeramika u l-aperturi tal-aluminju. Il-ħitan tal-kmamar tal-banju huma miksijin bil-madum taċ-ċeramika. Il-proprjetà għanda bżonn ta' manutenzjoni biex tiġi fi stat abitabbli ta' livell aċċettabbli.

Permess tal-ippjanar Il-proprjetà ġiet eżegwita taht il-permess approvat b'referenza PA/7320/95. Modifiki fuq il-faċċata ġew eżegwiti li jidhru fuq il-pjanta b'referenza 1C mil-permess b'referenza GD/1630/98. Id-dokument ta' dan il-permess ma nstabx meta saret ir-riċerka l-Awtorità tal-Ippjanar. Hajt li jidher fil-pjanta PA/7320/95/21a bejn il-kamra tal-ikel u s-salott ma jeżistix fuq is-sit. Hemm ukoll xi diskrepanzi fil-ħitan interni li jwasslu għal-kmamar tas-sodda u tal-banju. Il-kamra ta' fuq il-bejt hija mibnija differenti milli kif inhi indikata fuq il-pjanta PA/7320/95/21A.

Rekwiżiti tas-Sanità Il-proprjetà tikkonforma mal-liġijiet tas-santità skond L.N. 227 tal-2016.

L-impatt tal-COVID-19 It-tifqigha tan-Novel Coronavirus (COVID-19) ġiet iddikjarata mil-'World Health Organisation' bħala "Global Pandemic" fil-11 ta' Marzu 2020 u kellha impatt fuq is-swieq finanzjarji globali. Bis-saħħa tal-Avviz Legali 115 tal-2020, u skont l-Artikolu 14 tal-Att dwar is-Saħħa Pubblika, is-Supretendent tas-Saħħa Pubblika ddikjarat li, b'effett mis-7 ta' Marzu 2020, f'Malta teżisti emerġenza tas-saħħa pubblika f'termini ta' COVID-19. Restrizzjonijiet fuq l-ivvjagġar ġew implimentati minn bosta pajjiżi, inkluż Malta u bosta operaturi tas-suq kellihom jagħlqu jew jirrestringu l-operazzjonijiet tagħhom.

L-attività tas-suq ġiet affettwata f'hafna setturi. L-Uffiċċju nazzjonali tal-Istatistika hareġ stħarriġ li jindika tnaqqis fil-fatturat fit-T2 2020 meta mqabbel mat-T2 2019 f'diversi setturi tas-suq. Malta bħalissa qed tesperjenza suq tal-proprjetà incert u imprevedibbli f'diversi tipoloġiji ta' proprjetà. Dan wassal għal incertezza li ma tistax titkejjel, minhabba li l-unici metriċi disponibbli għall-valutazzjoni li għandhom x'jaqsmu mas-suq qabel ma seħħ l-avveniment u l-impatt ta' l-avveniment fuq il-prezzijiet mhux se jkun magħruf sakemm is-suq jistabilizza.

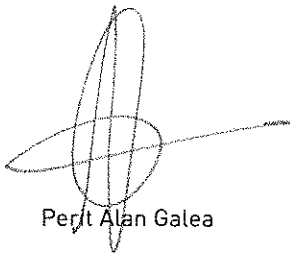
Din il-valutazzjoni hija ghalhekk irrapportata fuq il-bażi ta' "valuation uncertainty" kif hi definita fil-European Valuation Standards 2015 u f'konformità mal-Kamra tal-Periti 'Valuation Standards COVID-19 Guidance Note' (Mejju 2020). Filwaqt li l-valur stmat huwa kkunsidrat bħala l-aħjar u l-iktar stima xierqa bbażata fuq l-informazzjoni disponibbli, hija l-opinjoni tas-sottoskritt li inqas certezza - u grad ogħla ta' kawtela - għandhom ikunu meħmuża ma' din il-valutazzjoni li normalment tkun il-każ. Minhabba li l-impatt fuq is-suq tal-proprjetà immobbli li jista' jkollu l-COVID-19 fuq il-futur, huwa rrakkomandat li l-Klijent iżomm il-valutazzjoni ta' din il-proprjetà taħt revizzjoni regolari.

Valur tal-proprjetà

Il-Valur fuq is-Suq liberu huwa definit hawn, skond l-artikolu 19 (2) tad-Direttiva tal-Kunsill Ewropew. Il-Valur tas-Suq għandu jfisser il-prezz li bih l-art u l-bini jistgħu jinbiegħu taħt kuntratt privat bejn bejjiegħ test u xerrej indipendenti fid-data tal-valutazzjoni, billi wieħed jassumi li l-proprjetà hija esposta pubblikament għas-suq.

Il-valutazzjoni hija valida fid-data tal-ispezzjoni. Din it-tali tqis il-kundizzjoni tal-proprjetà kif hi indikata f'dan ir-rapport. Fixtures u fittings huma inklużi fil-valutazzjoni sakemm ma jkunx iddikjarat mod ieħor. Ma saret l-ebda inkjesta rigward l-użu potenzjali attwali ta' proprjetà oħra fiż-żona li jista' jkollha effett fuq il-valur tal-proprjetà spezzjonata.

Għaldaqstant, wara li ġew ikkunsidrati l-fatturi kollha msemmija hawn fuq, il-valur ġust tal-proprjetà Flat 3, Bountempo Estates, Balzan Valley, Balzan, fil-hin tal-ispezzjoni, fl-istat attwali u fuq is-suq liberu huwa stmat €245,000 (mitejn u hamsa u erbgħin elf Ewro).



Perit Alan Galea

Appendiċi:

- A. Ritratti
- B. Pjanta
- C. It-Tmien Skeda
- D. Land Registry Site Plan
- E. Permessi u pjanti tal-ipjannar
- F. Kuntratt

Illum..... 14 DEC 2020
 Ippreżentata mill- Perit Alan Galea
 B' dok wienet (1)
 B/bia dok dokumenti

Annalise Spiteri
 Deputat Registratur
 Qrati tal-Gustizzja (Malta)

ILLUM. 25 ta' Marzu, 2021
 DEHER IL-PERIT LEGALI/TEKNIKU Alan Galea
 8129511.....LI HALEF LI QEDA FEDELMENT
 U ONESTAMENT L-INKARIGU MOGHTI LILU

Gaetana Aquilina
 Deputat Registratur
 Deputy REGISTRATUR
 Qrati tal-Gustizzja (Malta)
 Law Courts (Malta)

APPENDIĊI A - FLAT 3, BOUNTEMPO ESTATES,
BALZAN VALLEY, BALZAN

Data tal-ispezzjoni:
24.11.2020



Entratura

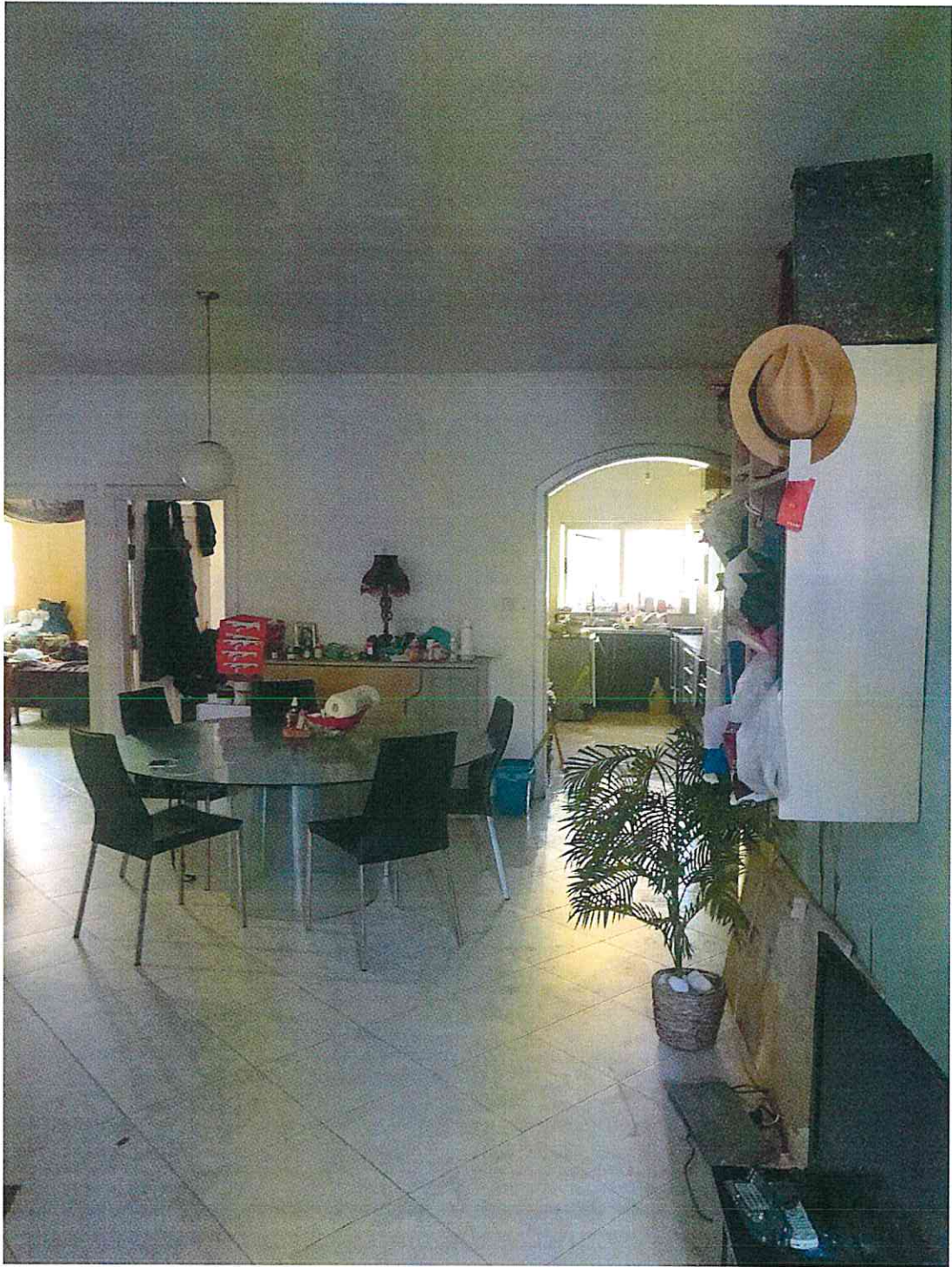


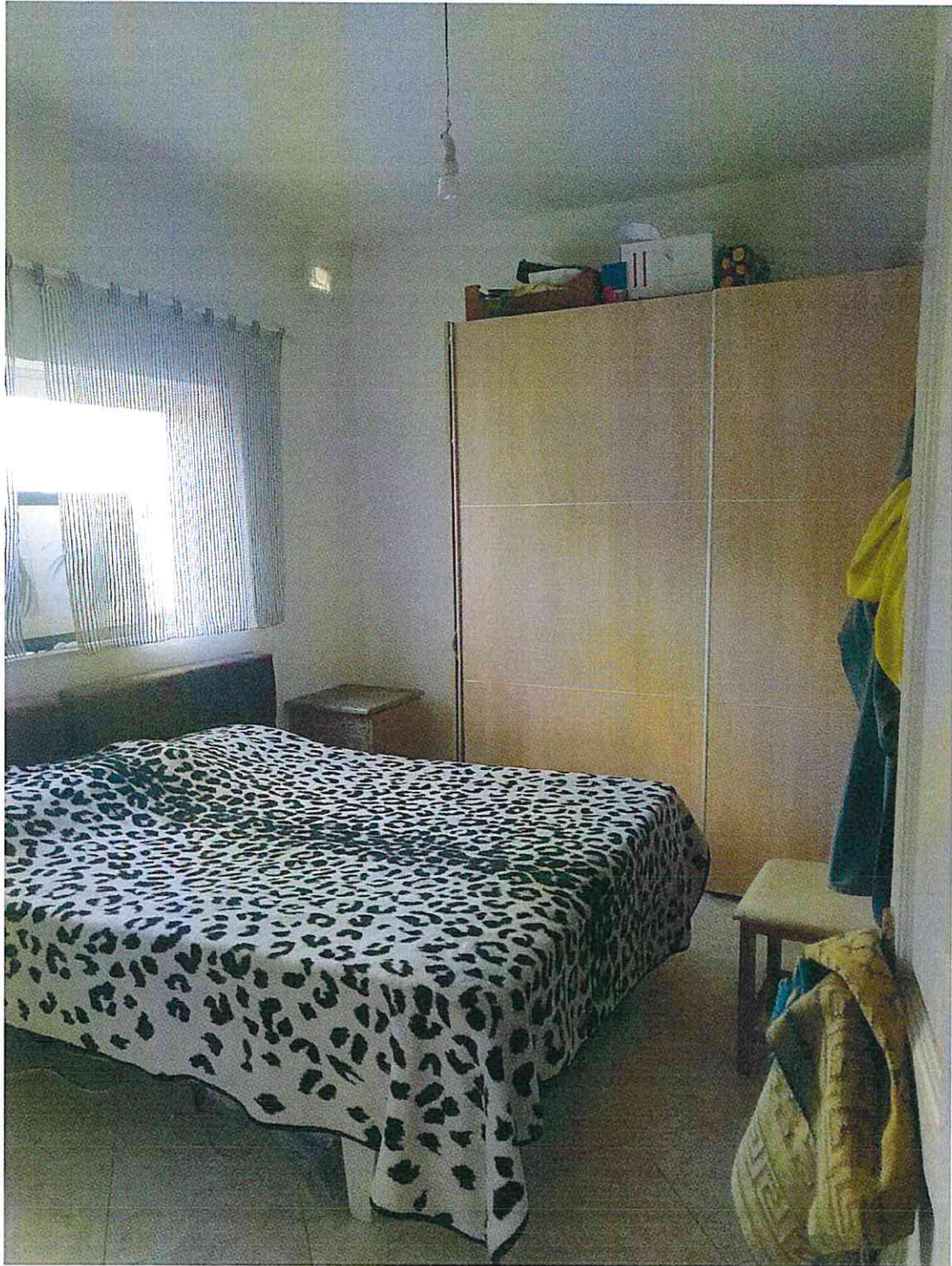
Triq Bountempo Estates

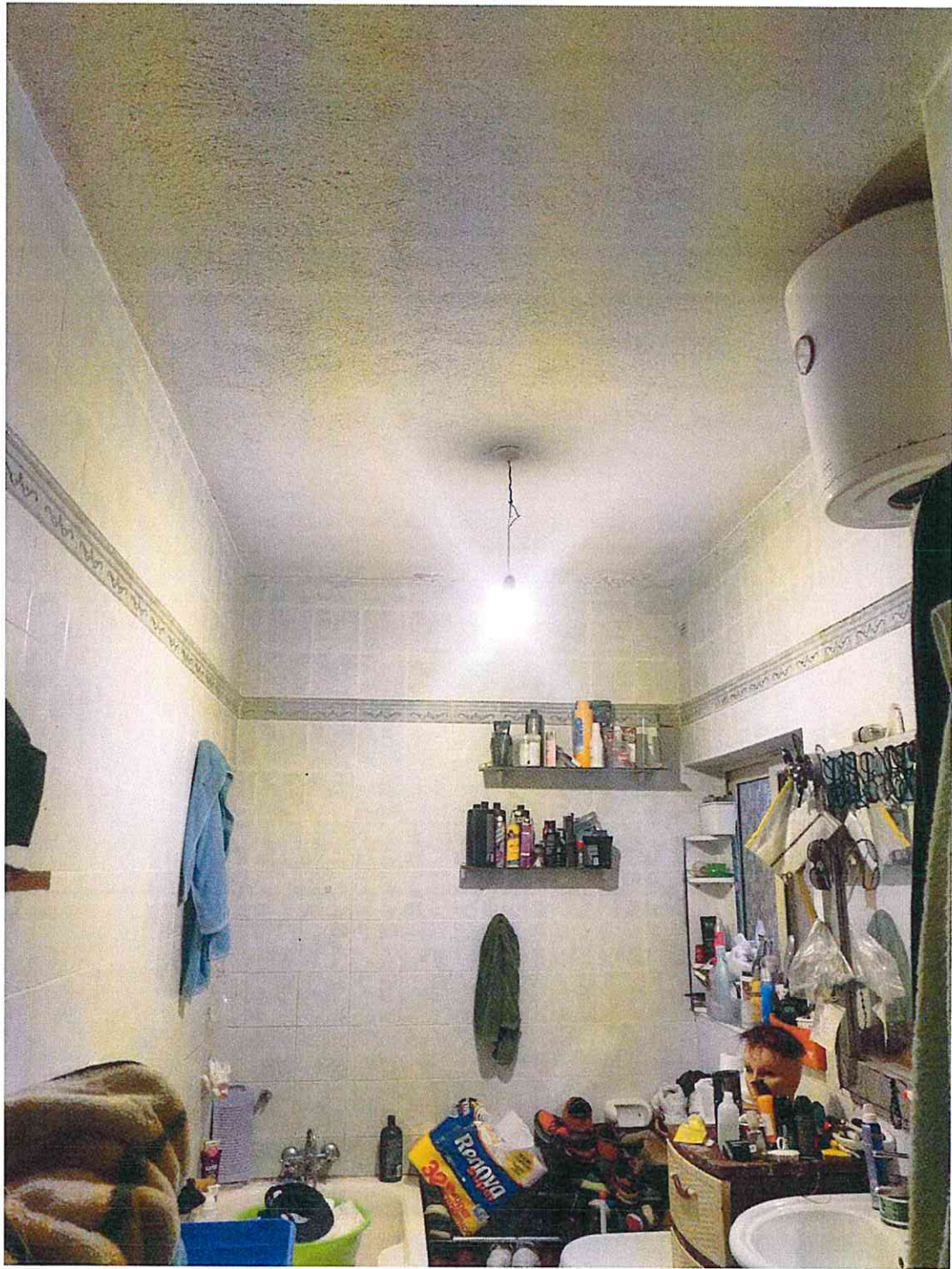


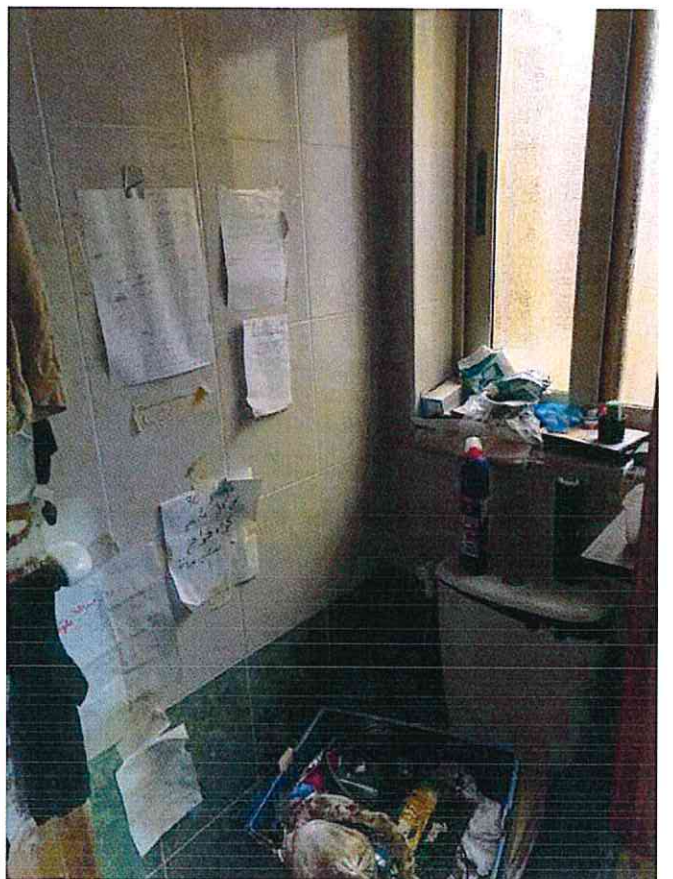
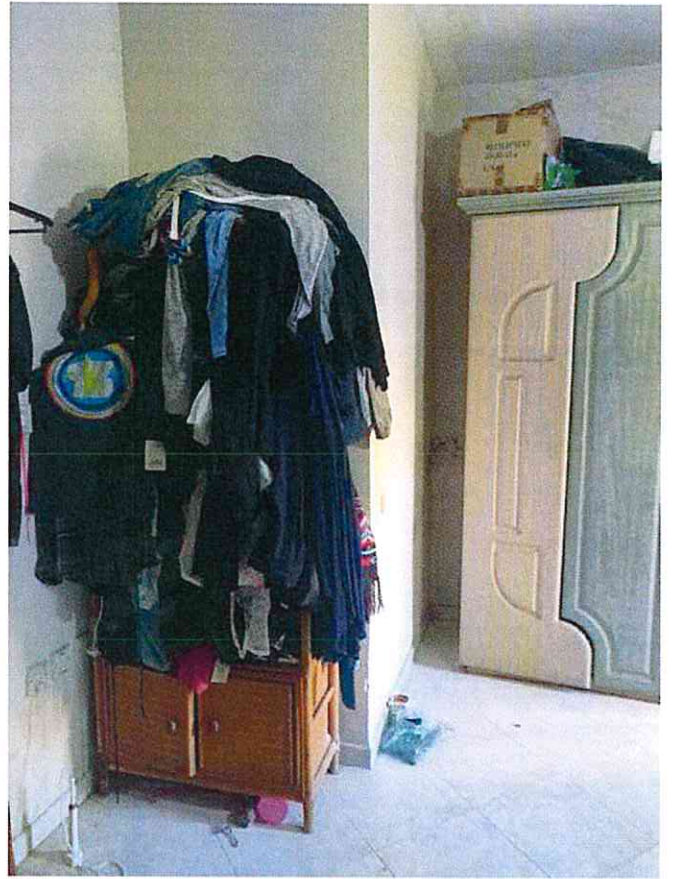
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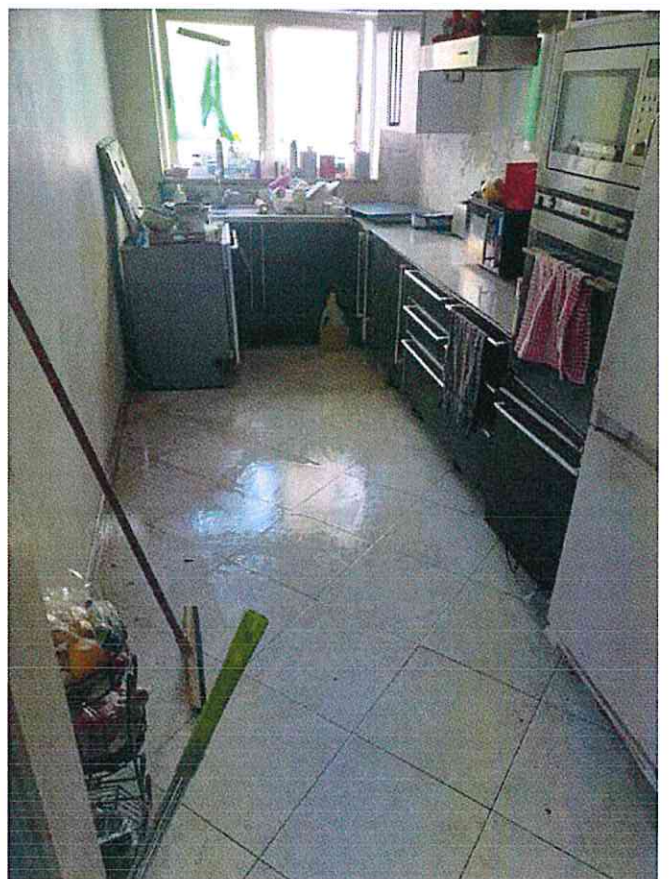
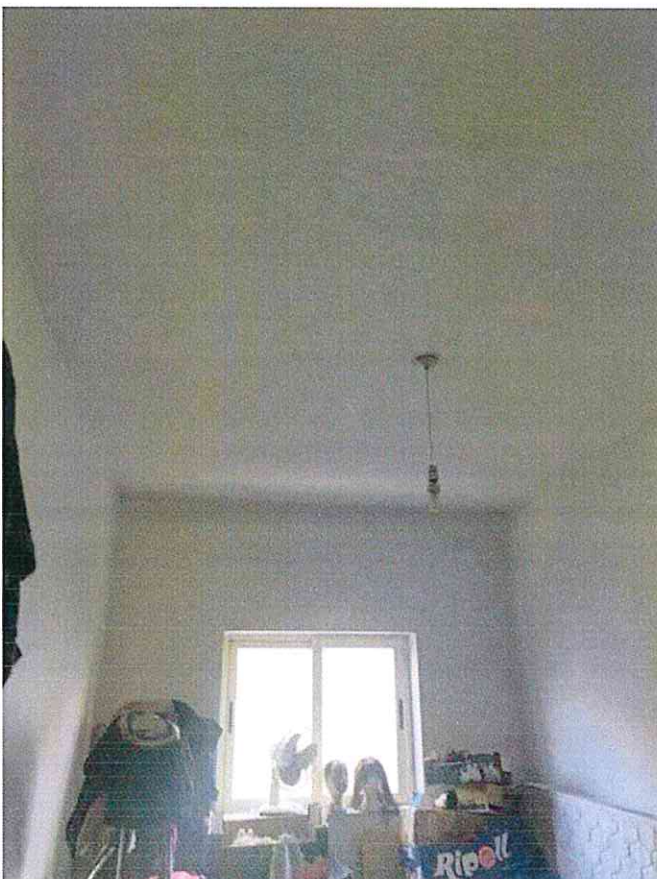
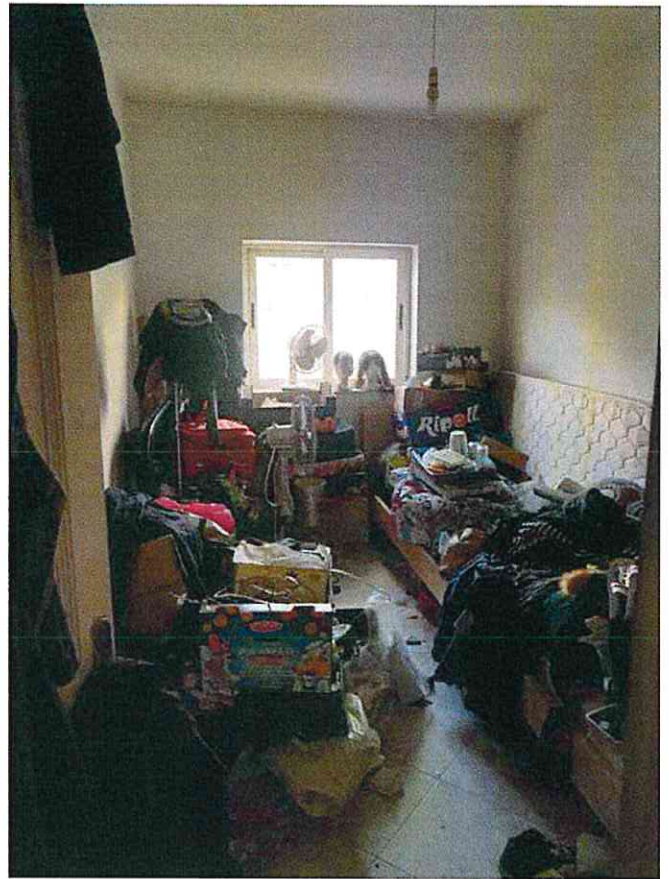


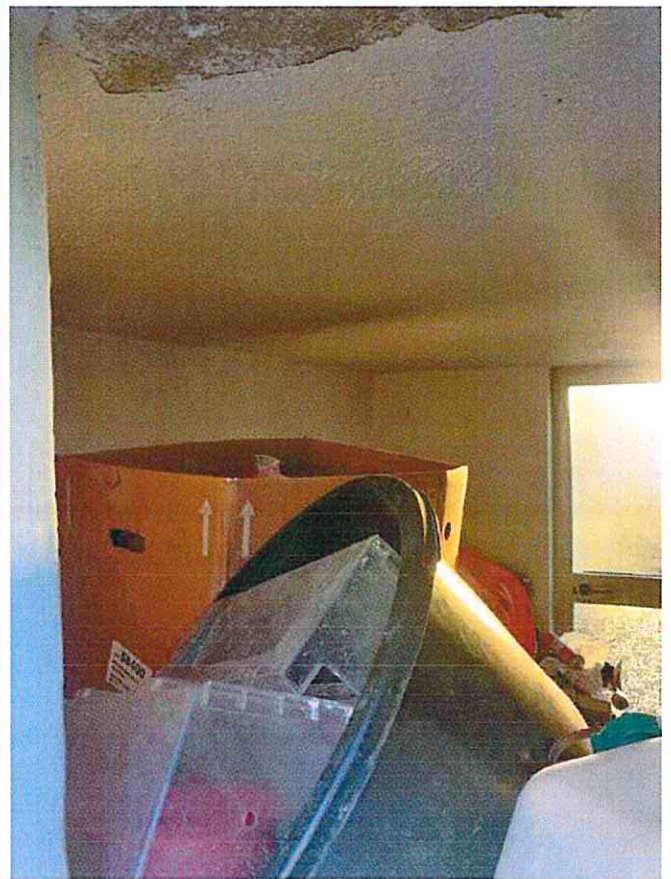
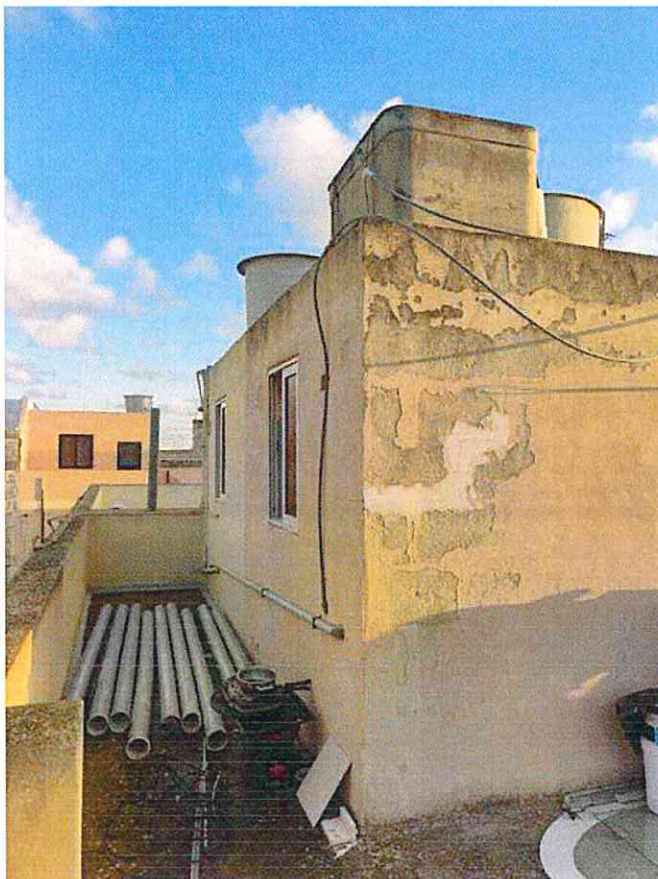
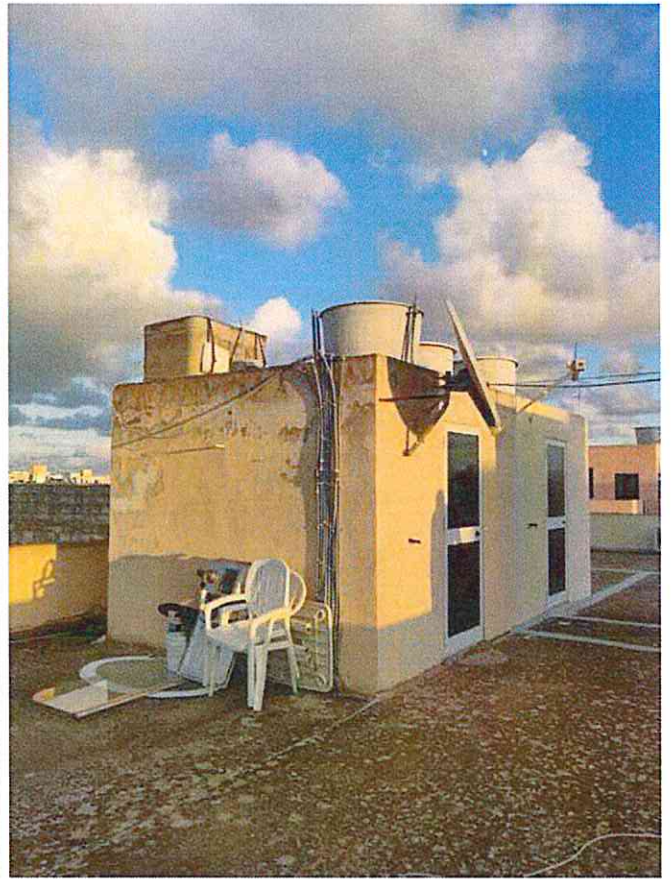
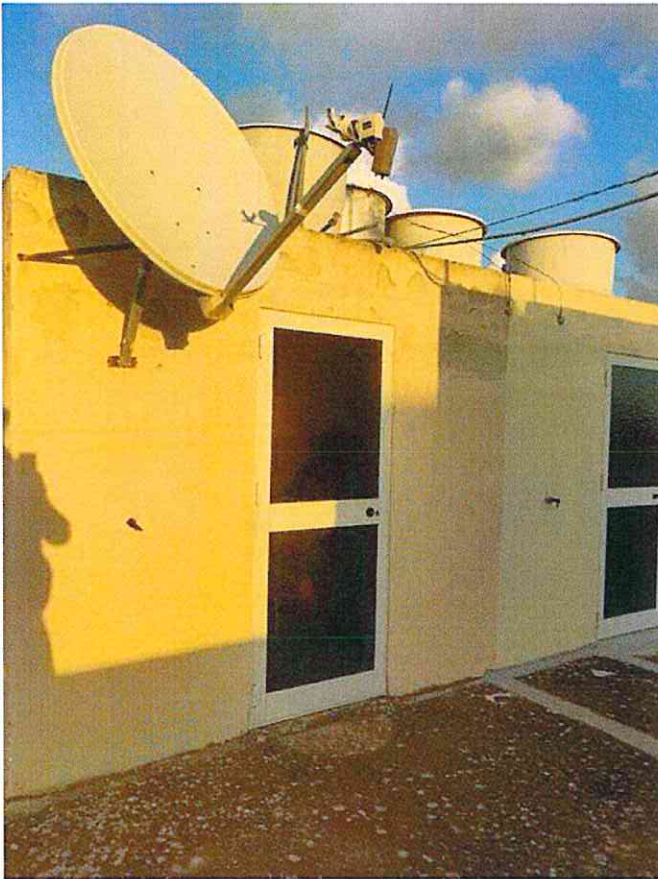


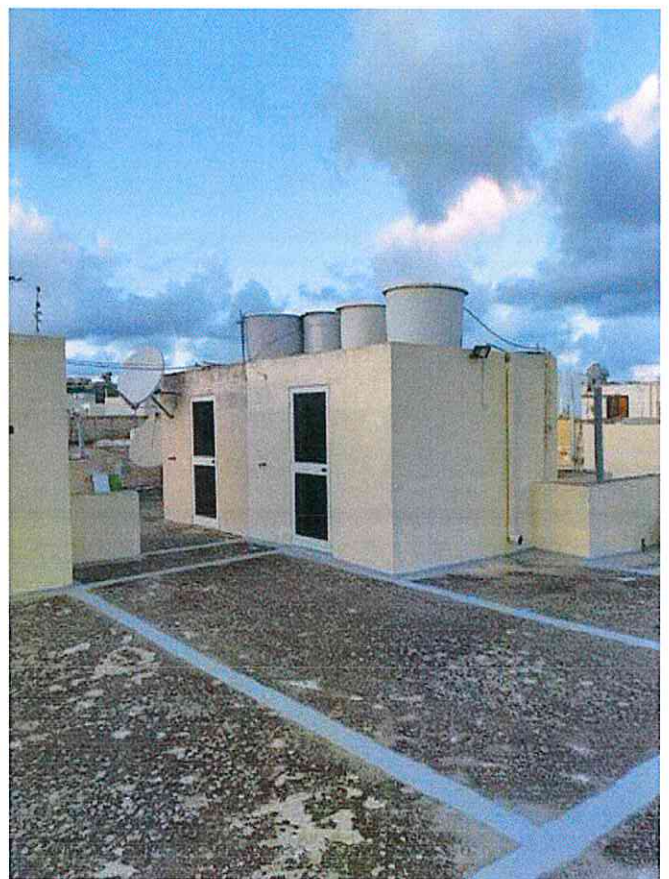
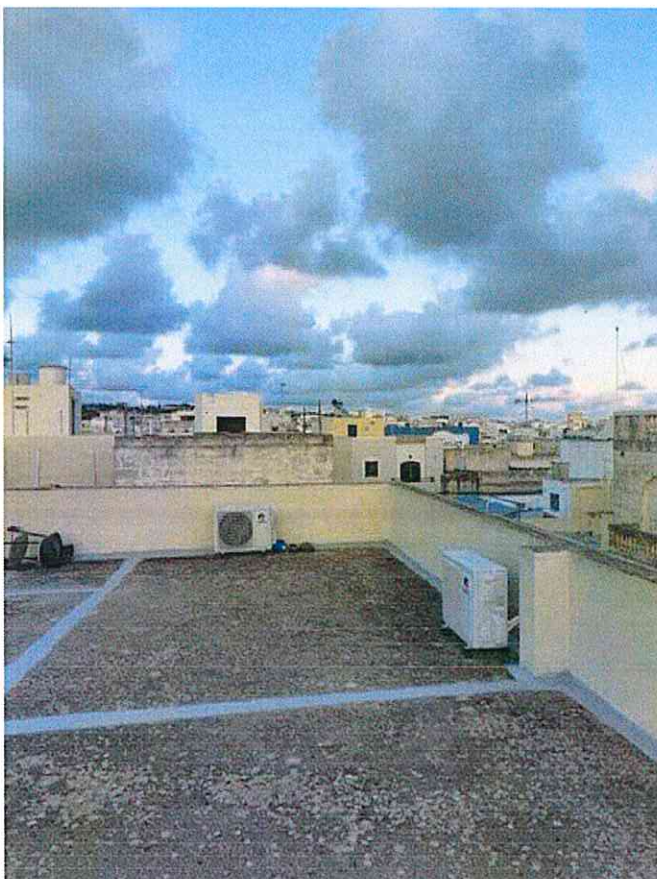


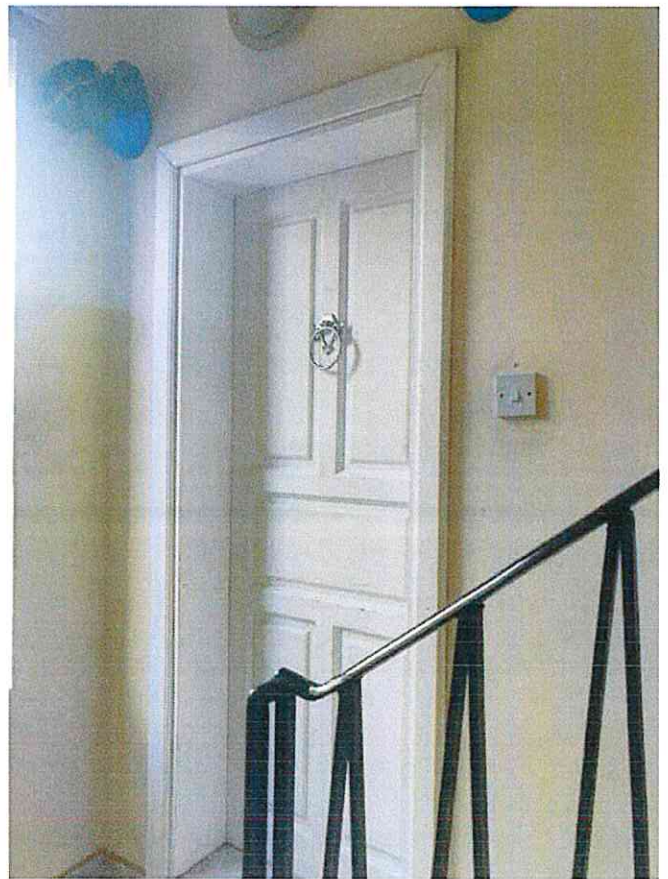
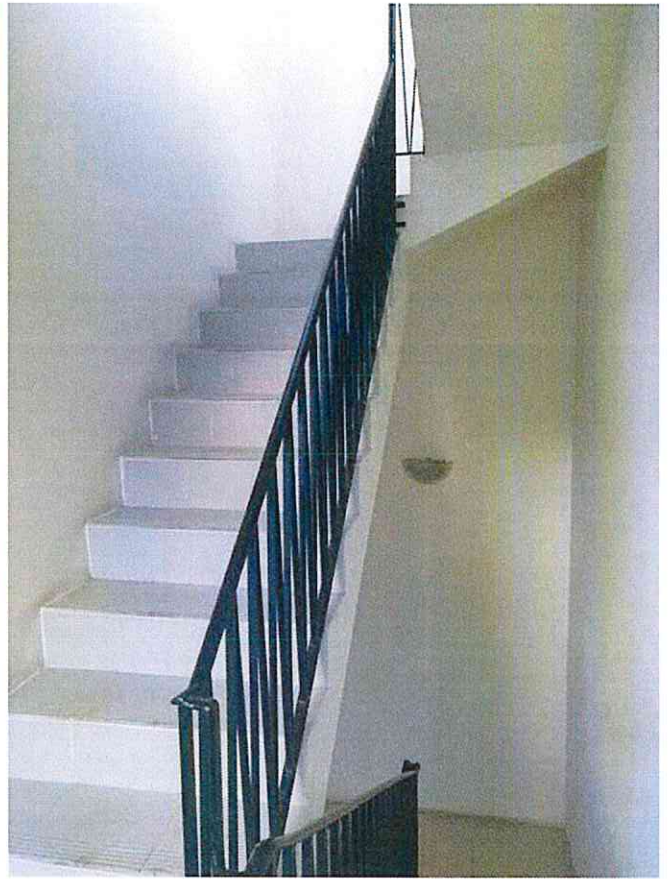


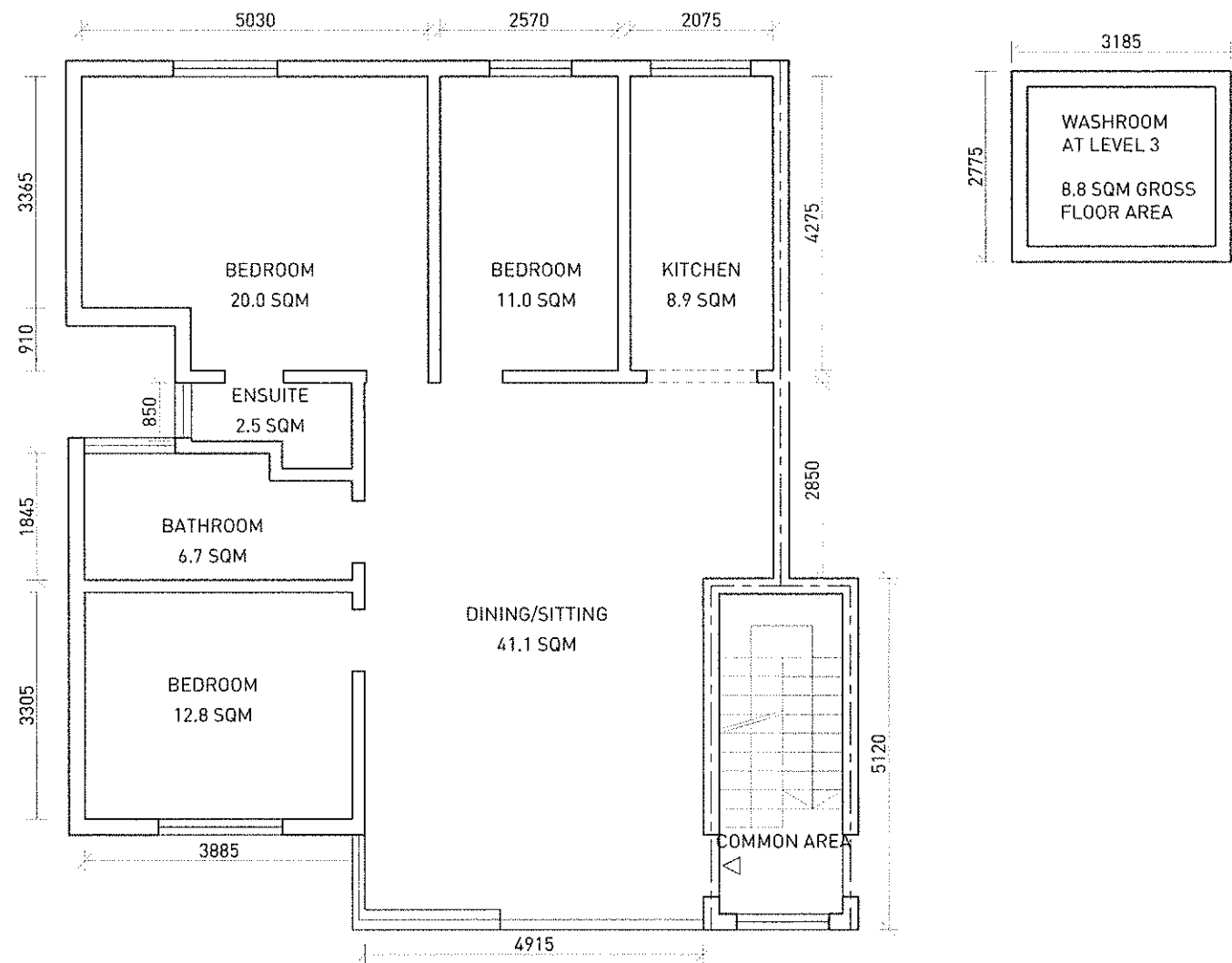








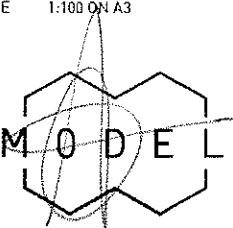




APARTMENT AT LEVEL 2
FLAT 3, BOUNTEMPO ESTATES, BALZAN VALLEY, BALZAN

CLIENT	CC12
DRAWN	SAMUEL BONELLO
AIC	ALAN GALEA
DATE	03.12.2020
PROJECT	APARTMENT
LOCATION	BALZAN
DRAWING	SURVEY PLAN

DWG NO	CC1201-A01-001
REV NO	-
SCALE	1:100 ON A3



EXISTING PLANS
SCALE 1:100





KARATTERISTIČI FIŽIČI TAL-PROPJETA' IMMOBBLI

Lokalita'	Balzan
Indirizz	Flat 3, Bountempo Estates, Balzan Valley. Balzan
Qies tal-Binja kollha trasferita *	126.5m ²

IMMARKA FEJN APPLIKABBLI (Imla kaxxa wahda f'kull każ minbarra fejn indikat mod iehor)

Tip ta' Propjeta'	<input type="checkbox"/> Villa	<input type="checkbox"/> Semi-Detached	<input type="checkbox"/> Bungalow	<input checked="" type="checkbox"/> Flat/Appartment
	<input type="checkbox"/> Penthouse	<input type="checkbox"/> Mezzanin	<input type="checkbox"/> Maisonette	<input type="checkbox"/> Farmhouse
	<input type="checkbox"/> Terraced House	<input type="checkbox"/> Terran		
Kemm ilha mibnija	<input type="checkbox"/> 0-20 sena	<input checked="" type="checkbox"/> Aktar minn 20 sena	<input type="checkbox"/> Qabel it-Tieni Gwerri	
Il-Madwar	<input type="checkbox"/> Veduta tal-bahar	<input type="checkbox"/> Veduta tal-kampanja	<input checked="" type="checkbox"/> Urbana	
Ambjent	<input checked="" type="checkbox"/> Zona kwieta	<input type="checkbox"/> Zona Traffikuża	<input type="checkbox"/> Zona ta' divertiment	<input type="checkbox"/> Zona Industrijali
Stat ta' Kostruzzjoni	<input type="checkbox"/> Gebel u saqaf	<input type="checkbox"/> Nofs u Lest**	<input checked="" type="checkbox"/> Lest***	
Kundizzjoni	<input type="checkbox"/> Tajjeb	<input type="checkbox"/> Adekwat	<input checked="" type="checkbox"/> Hazin	
Facilitajiet <small>Tista' tismarkat aktar minn wahda</small>	<input type="checkbox"/> Bil-Gnien	<input type="checkbox"/> Bil-Pool	<input type="checkbox"/> Bil-lift	<input type="checkbox"/> Bil-Basement
	<input checked="" type="checkbox"/> Bla Garaxx	<input type="checkbox"/> Garaxx karożza wahda	<input type="checkbox"/> Garaxx żewġ karożzi	<input type="checkbox"/> Garaxx ta' aktar karożzi
Arja	<input type="checkbox"/> Bi-arja tiegħu	<input type="checkbox"/> Mingħajr l-arja	<input checked="" type="checkbox"/> Bi-arja ma' terzi	

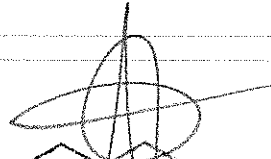
* Jinkludi l-artijiet kollha u għonja imma jinkludi sulari addizzjonali, saqfa u washrooms

*** Jinkludi tikkil, elettriku, ilma u madum

** Jinkludi ** kif ukoll knamar tal-banju u aperturi

Data: 3 ta' Dicembru 2020

Firma tal-Perit:


MODEL

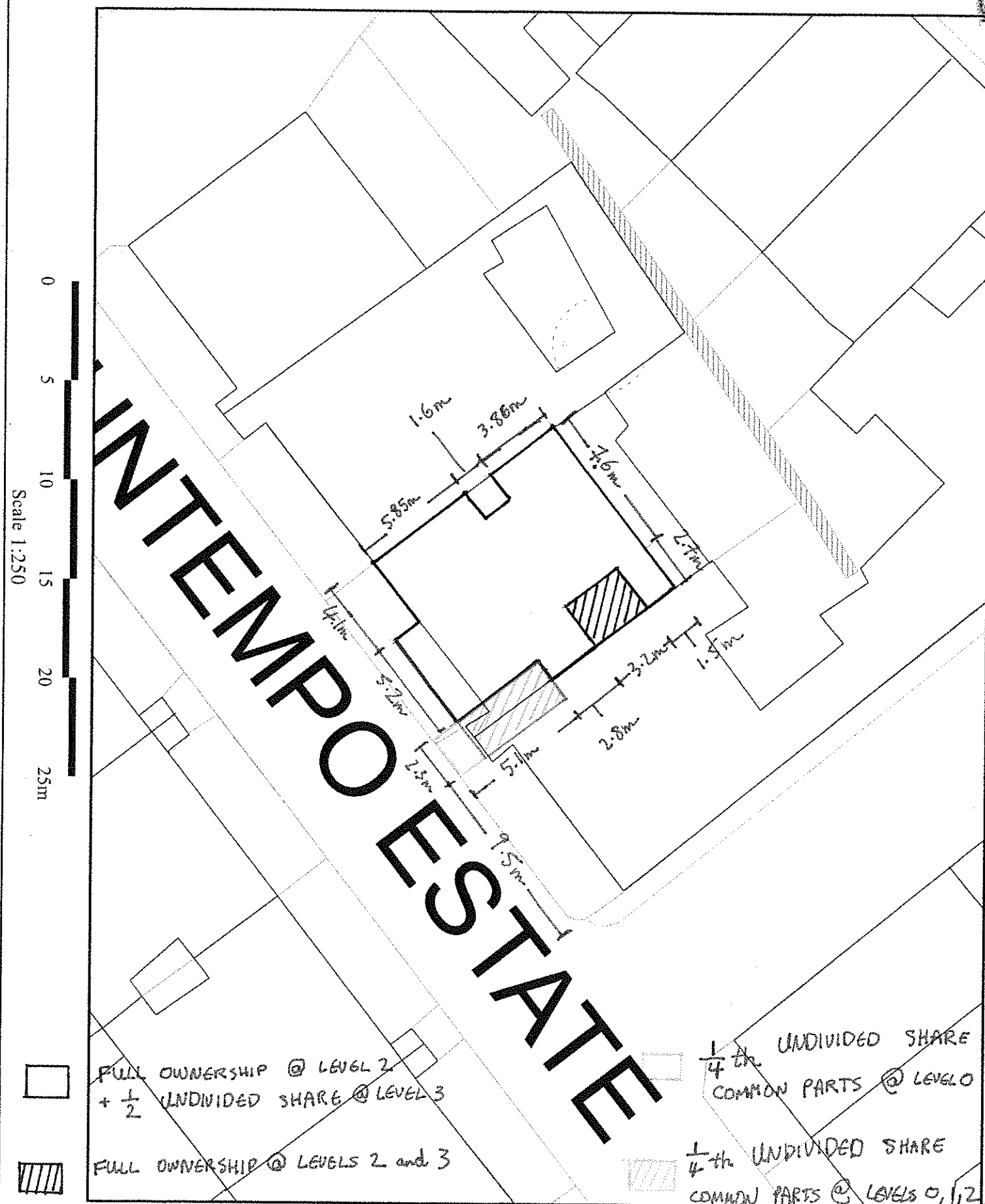
Numru tal-Warrant: 768

Timbru:

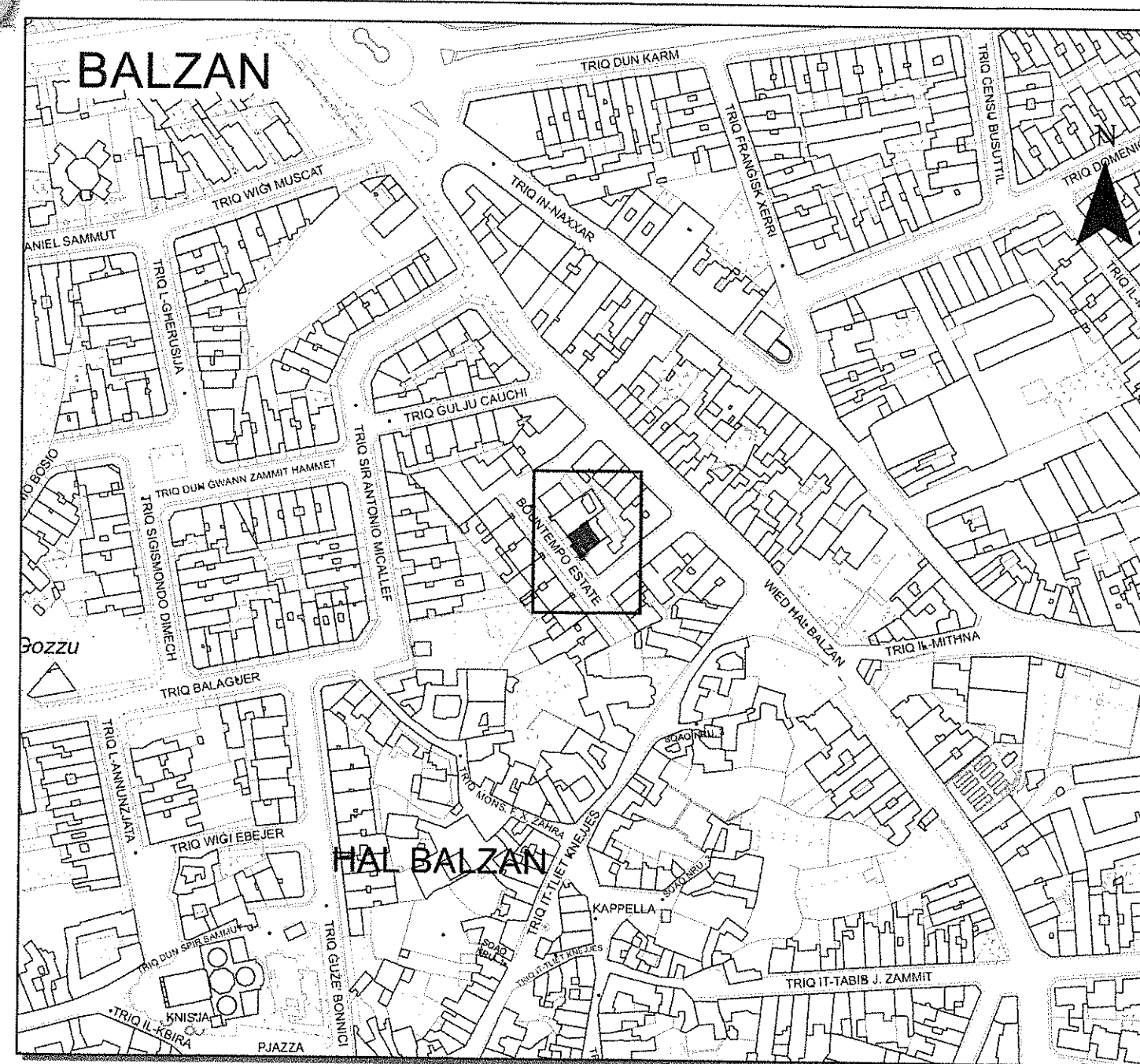
+356 2701 7337 info@modet.com.mt
42, Bisazza Street, St. James, SLM 1642, Malta

Dan hu dokument uffiċjali għall-użu biss fir-Registru ta' l-Artijiet

This is an official document for Land Registry use only



Scale 1:250



Pjanta tas-Sit 1:2500 Site Plan

Gvern ta' Malta

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: **183780 E**
Map Number:

Pozizzjoni Ċentrali: **x = 50701**
Centre Coordinates: **y = 73235**

Parti min S.S.: **5073**
Extracted from S.S.:

Data: 23/10/2020
Date:

Perit: ALAN GALEA (768)
Architect:

Timbru tal-Perit:

Architect's Stamp:

Qies (metri kwadri): **FULL OWNERSHIP @**
 Area (square metres): **LEVEL 2 = 117.7 m²**
LEVEL 3 = 8.8 m²

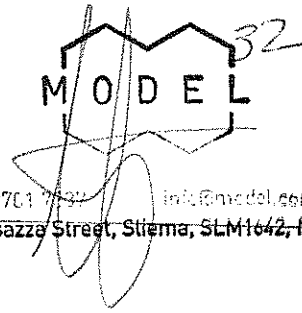
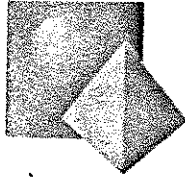
Firma ta' l-Applikant:
Applicant's Signature:

+356 2701 7337 info@model.com.mt
42, Bisazza Street, Sliema, SLM1642, Malta

LR 175917

Dritt imhallas
Fee Paid

APPENDICI E



AWTORITÀ TA' L-IPPJAN+3542701 7320 info@model.com.mt
PLANNING AUTHORITY 42, Bisazza Street, St. James, SL M1642, Malta

To: Mr Louis Borg
OBO. Devicon Limited
66, Naxxar Road
Birkirkara

Date: 26th February 1998
Our Ref: PA7320/95/DC01

Application Number: 7320/95
Application Type: Full development permission
Date Received: 11/12/95
Architect: Mr. Louis Borg
Approved Plan Numbers: PA 7320/95/2a, 21a & 21b

Location: Buontempo Estate, Wied Hal Balzan, Balzan
PROPOSAL: To erect four (4) flats at 2nd floor level over existing flats

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:

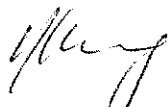
1. Introductory notes and general conditions (A) on form DC 1/88 apply.
2. Height of the building should not exceed three (3) floors.
3. Apertures and balconies should not be in gold, silver or bronze aluminium.
4. The facade of the building should be constructed in local stone except where other materials, finishes and colour are indicated on the approved drawings.
5. The development hereby permitted shall not be brought into use until a Final Compliance 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.
6. 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. If this is not obtained before the development commences, this permission will be invalidated.

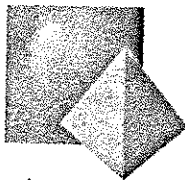
7. The following group of conditions apply to all development:
- a) All works shall be carried out strictly in accordance with the approved plans. However, where ambiguities or discrepancies arise between the approved plans and the conditions on this decision notice, the conditions shall take precedence over the approved plans.
 - b) Before work begins, the enclosed A3-size green copy of the Building Permit must be displayed on site. This must be mounted on a notice board, suitably protected from the weather, and easily legible from the street. The permit must be maintained in good condition until works on site are complete.
 - c) No building material, waste, machinery or plant shall be allowed to obstruct the pavement or the smooth flow of traffic in the vicinity of the site. Deposit of materials or placing of equipment in the street must be authorised by the Police.
 - d) Copies of all approved plans and elevations must be available for inspection on site by Planning Directorate staff at all reasonable times.
 - e) Where applicable, all building works must be in accordance with the official alignment and proposed/existing finished road levels as set out on site by the Planning Directorate's Land Surveyor. The Land Survey Unit of the Planning Directorate must be informed when the setting out of the alignment and levels is required.
 - f) Before building operations start, where applicable, the street is to be opened up and brought up to its proper and approved formation levels by the applicant.
 - g) This development permission is valid for a period of three years from the date of the permission. If, upon the lapse of this three year period, the site has NOT BEEN COMMITTED in accordance with the permit a new application must be submitted to the Planning Authority. If, however, the site has been committed and works HAVE COMMENCED the validity of the permit shall be extended for a period of a further twelve months. In the case of the latter, you should inform the Planning Authority of your intention to utilise your right to extend the permission for a further twelve months and the Authority shall issue a formal notification of this extension.
 - h) The enclosed Commencement Notice shall be returned to the Planning Authority so that it is received at least five days prior to the commencement of the development hereby permitted.

This permit is granted saving third party rights. The applicant is not excused from obtaining any other permission required by law. The

applicant should contact the following regarding the location and provision of services prior to commencing development:- Enemalta, Water Services Corporation, Telemalta, Drainage Department and Melita Cable TV.



MONICA SCHRANZ
Secretary
Development Control Commission



AWTORITÀ TA' L-IPPJANAR
PLANNING AUTHORITY

To: Mr Louis Borg
OEO. Devicon Limited
66, Naxxar Road
Birkirkara

Date: 26th February 1998
Our Ref: PA7320/95/DC01

Application Number: 7320/95
Application Type: Full development permission
Date Received: 11/12/95
Architect: Mr. Louis Borg
Approved Plan Numbers: PA 7320/95/2a, 21a & 21b

Location: Buontempo Estate, Wied Hal Balzan, Balzan
PROPOSAL: To erect four (4) flats at 2nd floor level over existing flats

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:

1. Introductory notes and general conditions (A) on form DC 1/88 apply.
2. Height of the building should not exceed three (3) floors.
3. Apertures and balconies should not be in gold, silver or bronze aluminium.
4. The facade of the building should be constructed in local stone except where other materials, finishes and colour are indicated on the approved drawings.
5. The development hereby permitted shall not be brought into use until a Final Compliance 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.
6. 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. If this is not obtained before the development commences, this permission will be invalidated.

7. The following group of conditions apply to all development:
- a) All works shall be carried out strictly in accordance with the approved plans. However, where ambiguities or discrepancies arise between the approved plans and the conditions on this decision notice, the conditions shall take precedence over the approved plans.
 - b) Before work begins, the enclosed A3-size green copy of the Building Permit must be displayed on site. This must be mounted on a notice board, suitably protected from the weather, and easily legible from the street. The permit must be maintained in good condition until works on site are complete.
 - c) No building material, waste, machinery or plant shall be allowed to obstruct the pavement or the smooth flow of traffic in the vicinity of the site. Deposit of materials or placing of equipment in the street must be authorised by the Police.
 - d) Copies of all approved plans and elevations must be available for inspection on site by Planning Directorate staff at all reasonable times.
 - e) Where applicable, all building works must be in accordance with the official alignment and proposed/existing finished road levels as set out on site by the Planning Directorate's Land Surveyor. The Land Survey Unit of the Planning Directorate must be informed when the setting out of the alignment and levels is required.
 - f) Before building operations start, where applicable, the street is to be opened up and brought up to its proper and approved formation levels by the applicant.
 - g) This development permission is valid for a period of three years from the date of the permission. If, upon the lapse of this three year period, the site has NOT BEEN COMMITTED in accordance with the permit a new application must be submitted to the Planning Authority. If, however, the site has been committed and works HAVE COMMENCED the validity of the permit shall be extended for a period of a further twelve months. In the case of the latter, you should inform the Planning Authority of your intention to utilise your right to extend the permission for a further twelve months and the Authority shall issue a formal notification of this extension.
 - h) The enclosed Commencement Notice shall be returned to the Planning Authority so that it is received at least five days prior to the commencement of the development hereby permitted.

This permit is granted saving third party rights. The applicant is not excused from obtaining any other permission required by law. The

applicant should contact the following regarding the location and provision of services prior to commencing development:- Enemalta, Water Services Corporation, Telemalta, Drainage Department and Melita Cable TV.



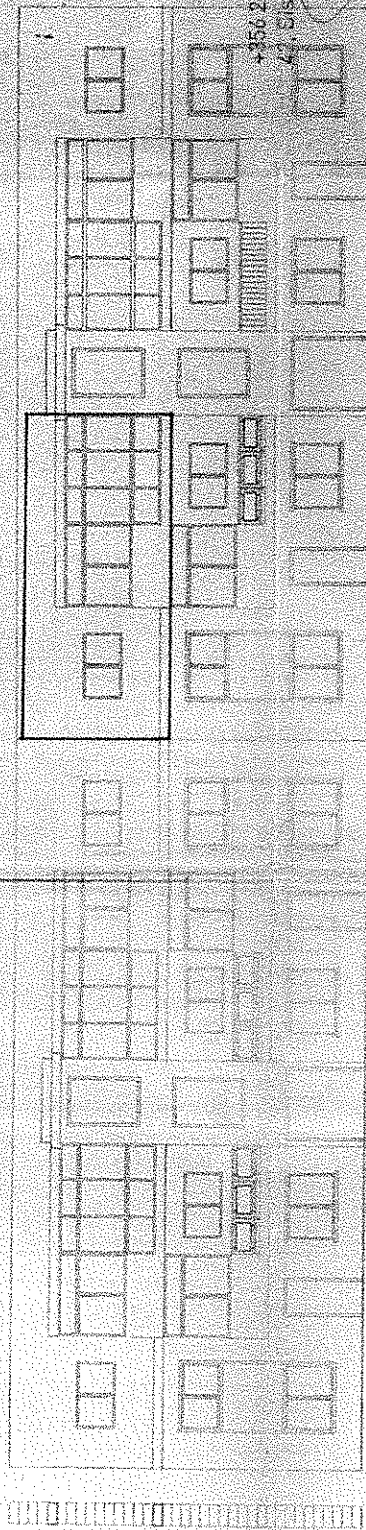
MONICA SCHRANZ

Secretary

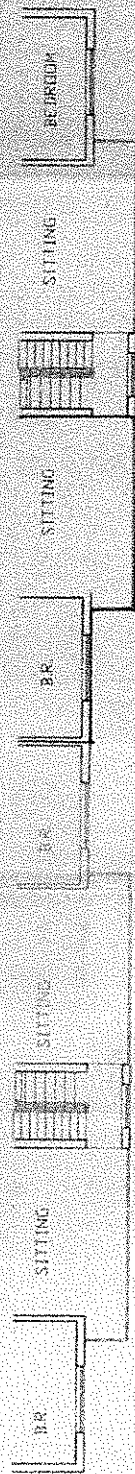
Development Control Commission

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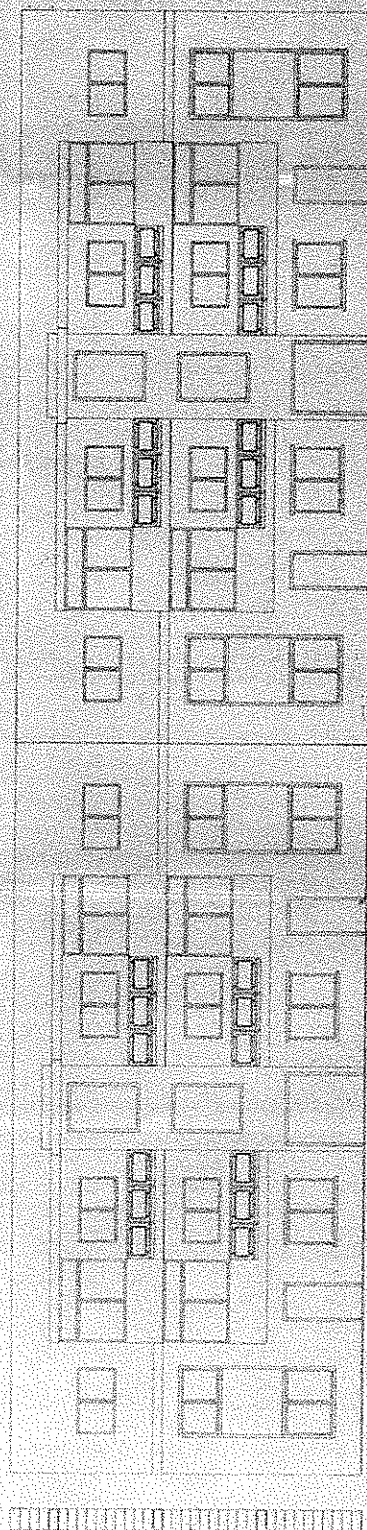
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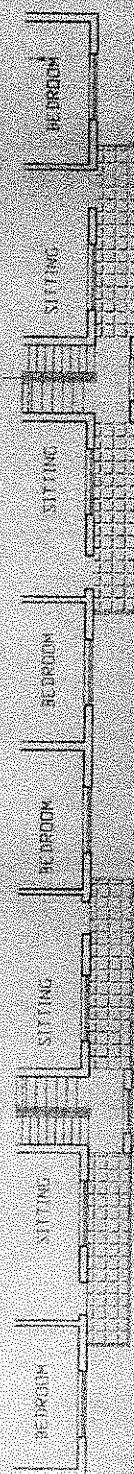
PROPOSED ELEVATION



PROPOSED SECOND FLOOR



EXISTING ELEVATION



EXISTING SECOND FLOOR

MODEL

+356 2701 7337 info@model.com.mt
 42 Sliema Street, Sliema, SL1642, Malta

NOTES:

FACADE FINISHES
 NATURAL STONE COLOUR CONCRETE BLOCKWORK WALLS
 DEEPAN COLOURED ALUMINIUM APERTURES

LOUIS BORG B. & (HONS) A&CE

66 NAXXAR RD BIKARA TEL 4870113

CUSTOMER: DEVICON LTD.

SITE NAME: BALZAN

JOB DESCRIPTION: ALTERATION OF 4 OPEN BALCONIES
 TO CLOSED ALUMINIUM BALCONIES

FILE: EXISTING/PROPOSED
 ELEVATIONS/ PLANS

SCALE: 1:100

TITLE: 82-054-BL

DATE: 15.07.18

BY: [Signature]

APPROVED: [Signature]



+356 2701 7337 info@model.com.mt
 42, Bisazza Street, Sliema, SLM1642, Malta

21B

J. FAIZON A & CE
 Chairman DCC

ELEVATION DETAIL

ELEVATION DETAIL

PLAN: No. P.A. 7320/195/21B
 D.C.C. Board No. 12/20

NOTES

1. ALL WINDOWS TO BE UP TO STANDARD SPECIFICATIONS
 2. ALL WINDOWS TO BE UP TO STANDARD SPECIFICATIONS
 3. ALL WINDOWS TO BE UP TO STANDARD SPECIFICATIONS

LOUIS BORG H.E.A./HONS/ANCE
 66 NAXXAR RD. BIKARA TEL: 670213

client: DEVCIM LTD.
 arch: JAMES MALTA

AS ASSIGNED SECTION OF 4 APARTMENTS OVER
 EXISTING 2-STORY BLOCK

PROPOSED ELEVATIONS

NO.	DATE	BY	CHKD	APPD	REVISION
1	11/10/2019	JS	JS	JS	1
2	20/11/20	JS	JS	JS	2

PROPOSED ELEVATION

Balduta

D.M.C.

Today the twenty ninth day of August two thousand and two (29-8-2002).

Number	851
Loan and Sale	
Enrolled	/ /2002
Vol. I. No.	/2002
W.P.P.	
Bank	/2002

Before me, *Notary Public Anthony Abela*, duly admitted and sworn, have personally appeared, duly identified by me Notary, by means of the herein mentioned official documents:-

Of the first part, Joseph Debattista [holder of identity card number 64452M], a bank official, a son of Grazio born in Floriana and residing at Marsascala who is appearing hereon, as duly authorised, for and on behalf of "**Bank of Valletta p.l.c.**", hereinafter so *nomine* referred to as "the Bank".

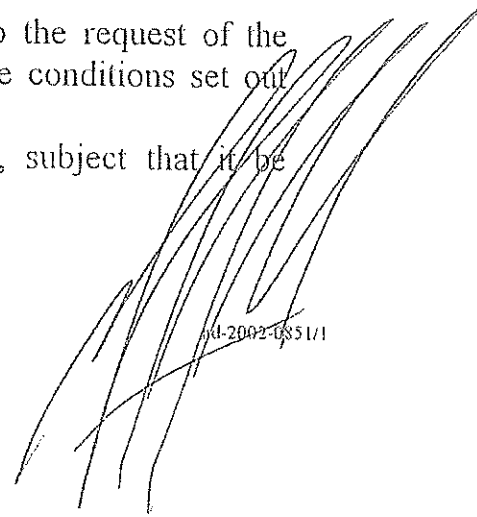
Of the second part, and hereinafter referred to as "the Customer":- Isslam Tawfik Issa [holder of identity card number 20380A], a contractor, legally separated, a son of Tawfik and of Amina nee Hussein, born in Cairo, Egypt, and residing at Marsascala [number one hundred and seventy-eight (178), flat number three (3), Triq is-Sibbien].

Whereas the Customer has requested the Bank to grant him on loan the sum of forty thousand Maltese Liri (Lm40,000), hereinafter referred to as 'the Loan', which loan,

- as to the sum of thirteen thousand Maltese Liri (Lm13,000), the Customer is delegating the Bank to pay directly to the below-mentioned Vendor Company "**Devicon Limited**", as part of the purchase price of the below-described property at Balzan as results hereunder;
- as to a further sum of twenty-five thousand Maltese Liri (Lm25,000), the Customer delegates the Bank to pay directly to the workmen, contractors, and suppliers, for works which the latter are carrying out in the below-described property at Balzan, and this in virtue of Article two thousand and ten (2010) of the Civil Code of Malta; and
- as to the remaining sum of two thousand Maltese Liri (Lm2,000), for his personal commitments.

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

The Bank accepts the said delegations, subject that it be granted the guarantees stipulated hereunder.



2002-0851/1

Now therefore, in virtue of this, the first part of the deed, the Bank hereby grants on loan to the Customer, who accepts the sum of forty thousand Maltese Liri (Lm40,000), hereinafter called "the loan", to be used as aforementioned.

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

- a *general hypothec*, over all his property, in general, present and future; and
- a *special hypothec*, over and above the *special privilege*, competent to the Bank in terms of law, on the said immovable at Balzan, described in the second part of this deed.

This security is over and above such other security, as may be mutually agreed upon by the Bank and the Customer, from time to time.

The Bank and the Customer agree that the loan and the security therefore, 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:

The Loan shall bear interests at rates not exceeding the maximum rate allowed by Law; the said interest shall be reckoned on the amount due for the balance of the Loan by the Customer, from time to time, according to recognized banking practice; the said rate of interest, is to be fixed by the Bank, in its sole discretion, from time to time.

The Bank and the Customer, agree that should:-

- the Customer fails to pay any sum whether of principal, interest, fees or charges, due by him under the deed of loan, at the time and in the manner stipulated in this deed; or
- the Customer commits any breach of, or omit to observe any obligations and undertakings expressed to be assumed by him under this deed; or

- 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 respect; or
- 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 indebtedness is not honoured when due and called upon; or
- any consent, authorization, 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
- a creditor attaches or takes possession of, by way of execution, sequestration or other process is levied or enforced upon or sued out against, or any of the undertakings, assets, rights or revenues of the Customer and is not discharged within seven (7) days; or
- the Customer suspends payment of his debts or is unable, or admits inability to pay his debts as they fall due, or commence negotiations with one or more of their creditors with a view to the general adjustment or rescheduling of all or part of his indebtedness, or propose, or enter 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, regulation or procedure relating to the reconstruction of debts; or
- the Customer takes any action or any legal proceedings are started or other steps taken for:-
- the Customer to be adjudicated or found bankrupt or insolvent; or
- the appointment of a curator, administrator or similar officer of the Customer; or

- the Customer suspends, or ceases, or threatens to suspend or ceases to carry on his business; or
- all or a material part of the undertakings, assets, rights or revenues of, or shares, or other ownership interests in, of the property of the Customer are seized, nationalized, expropriated or compulsorily acquired by, or under the authority of any government; or
- it becomes unlawful at any time for the Customer to perform all or any of his obligations under this deed; or
- the Customer repudiates, or does, or causes, or permits to be done, any act or thing evidencing an intention to repudiate this deed; or
- there occurs in the opinion of the Bank, a material adverse change in the financial condition of the Customer; or
- 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.

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

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

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 authorizes the Bank to effect any insurance on the said property, as the Bank may deem fit, at the Customer's sole expense.

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

The Customer undertakes in favour of the Bank which accepts:-

- neither to grant, 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;
 - nor to let, part with, or allow third parties, to use the said immovable, under any title whatsoever;
- without the Bank's prior written consent.

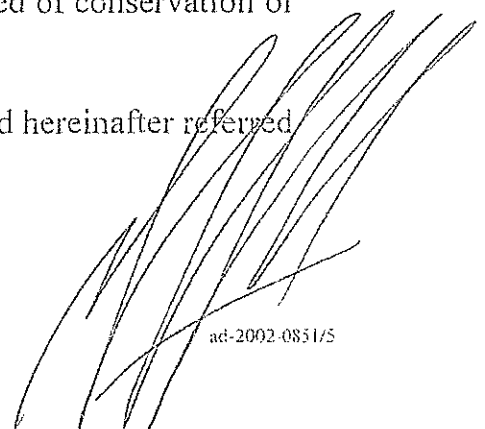
The Bank reserves the right to introduce such fees as it may consider appropriate for the provision of its services and to increase the fees and/or charges, which are currently applicable by the giving of fifteen days' notice of the introduction or increase in such fees. Any such notice will be posted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

The undersigned Notary declares after having duly verified at the Land Registry that the immovable/charge (arising from this deed), are not registerable in terms of law.

The Customer authorizes the Bank to apply to the Land Registrar for the registration of the immovable transferred in the second part of this deed, and the registration of the charge constituted in virtue of this part of the deed.

The Customer undertakes to inform the Bank as soon as the said works have been completed, and hereby authorize the Bank at their expense to draw up the relative deed of conservation of privilege, over the said property.

There now, also appear on this deed, and hereinafter referred to as "the Vendor Company":-



ad-2002-0851/5

- Ferdinand Grech [holder of identity card number 36949M], a company director, a son of Joseph, born in Msida, and residing at Madliena, limits of Gharghur;
- Architect and Civil Engineer Louis Borg [holder of identity card number 431156M], a son of Michael, born in and residing at Birkirkara; and
- John Mary *sive* Jeremy Borg [holder of identity card number 468954M], a son of Francis, born in Mosta, and residing at Birkirkara;

who are appearing hereon, for and on behalf of the Limited Liability Company "Devicon Limited" [commercial partnerships registration number C. 19189, of "Mira Buildings", Triq Kan. Karmnu Pirotta, Birkirkara], and this as duly authorized, in virtue of the Memorandum and Articles of Association of the said Company.

Pierre Buttigieg, company director, son of Emanuel born in Saint Julians and residing at Swieqi – identity card number 141171M who as duly authorised by the here attached resolution 'A' is here referred to as the Contractor Company.

The Customer Isslam Tawfik Issa, is hereinafter referred to as "the Purchaser".

Now in virtue of the second part of this deed, the Vendor Company, with the consent and acceptance of the Contractor Company hereby sells, conveys and transfers unto the Purchaser, who accepts, purchases and acquires:-

The flat internally numbered three (3), situated at the second floor level, forming part of a block of four (4) flats, without an official number and known as "Buontempo Estates", in an unnamed private street, which abuts in Balzan Valley, Balzan.

The said flat is on the left-hand side of the said block from the façade, which flat overlies third party property, and does not underlie third party property (in part).

Included with the said flat is one-fourth ($\frac{1}{4}$) undivided share of the common parts of the said block, and the entirety of the one half ($\frac{1}{2}$) divided part of the roof which overlies the said flat (which includes a washroom) of area of approximately thirty five square metres ($35m^2$) and is accessible from the common parts of the said block of flats and bounded on all compass points by property of the Vendor Company.

The said divided part of the roof is shown in yellow on the plan hereto attached marked document letter 'B'.

The said block in its entirety is bounded, on the South-West, on the North-West and on the South-East by new unnamed street, which abuts in Balzan Valley, or other varying boundaries. The said block is accessible from a new unnamed street, which abuts in Balzan Valley, on the South-West.

The said property enjoys the active rights and is subject to the passive servitudes arising from its relative position. Otherwise the said property is free and unencumbered and with all its rights and appurtenances.

Unless indicated otherwise, the said property is without an official number.

The said property is not in a land registration area.

Reference is being made to the deed published by Notary Doctor Pierre Cassar, dated the seventeenth November, of the year nineteen hundred and ninety-five (17th November, 1995), between the Limited Liability Companies "Yveto Company Limited" and "B.D. Limited" (therein indicated as the Vendor Companies) and the present Vendor Company (therein indicated as the Purchaser Company). In the said deed, the airspace which was subsequently developed into various properties, was transferred, and wherein there were included the following conditions:-

- This airspace is subject to the servitude with the underlying property, with which it has in common, the drainage, electricity and water communications.
- The street which leads to the property being sold is private, and the Purchaser Company undertakes to pay for its ordinary and extraordinary maintenance, for the common electricity and drainage systems which are therein located, proportionately with the proprietors of all the other tenements which are, or which may in future be located in the said street, independently of the Vendors. The Vendors shall under no circumstances be held responsible for the said maintenance, except in so far as they are proprietors of other tenements, which they may eventually build further in from the said private road, in "Buontempo Estates". This condition shall remain valid until the Authorities decide to convert such private street into a public one, in which event,

such street would be regulated according to the laws which regulate public streets.

- The use the roof/roofs herein sold, are presently at the exclusion of the proprietors or owners of the underlying tenements, and the ordinary and extraordinary maintenance of the roof, is the exclusive responsibility of who makes use of the roof.
- The Purchaser Company has the right to develop a further storey or storeys on the roof/roofs, subject that it obtains the necessary permits, and shall have the right of access to the staircase and the stairwell, and shall participate proportionately in the expenses relating to the ordinary and extraordinary works of the common areas, together with the other owners of the underlying tenements. This is renounced to.
- Should the Purchaser Company develop a further storey/storeys, it shall be obliged to provide on the new roof, the right of use in favour of the owners of the underlying tenements, in order for the latter to fix and maintain a water tank and television aerial.
- The owners of the tenements located at ground-floor level, have no right of access to the roof, however, they only have the right to affix and maintain a water tank and television aerial.

In this regard, it is being indicated:

- Tarmac was laid on the said street by the Government authorities, and traffic signs were thereafter painted on the surface.
- At the time when the Vendor Company developed a further storey (where there is located the property herein transferred), it reallocated the water tanks and television aerials of the tenements at the first floor level, on the new roof, and/or paid for same.

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

- For the agreed price of thirty six thousand five hundred Maltese Liri (Lm36,500), out of which price, the sum of thirteen thousand Maltese Liri (Lm13,000), is being paid directly by the Bank, in execution of the first delegation

above undertaken, and the balance is being paid directly by the Purchaser, and receipt is being hereby granted for the whole amount by the Vendor Company. The price is being paid as to seventeen thousand Maltese liri (Lm17,000) to 'Devicon Limited' as the price of the shell property and the balance of nineteen thousand five hundred liri (Lm19,500) to Genial Development Limited as reimbursement of funds put up by it for the finishing / alterations and works in the said property. Receipt is hereby granted. The Bank has paid same also.

- In warranty of the peaceful possession and real enjoyment in terms of Law of the property hereby transferred by the Vendor Company, the Vendor Company hereby grants in favour of the Purchaser, who accepts, a general hypothec over all its property, in general, present and future.
- The said property is being transferred with free and vacant possession.
- Vacant possession is being granted on this deed.
- The said property is being transferred as free from any debts and/or hypothecs and free from any sort of litigation.
- Deed fees and expenses are payable according to Law.
- As regards party walls, Purchaser shall neither pay nor receive payment.
- The maintenance of the roof transferred to the Purchaser is to be carried out by Purchaser.
- The said property is built with and according to permits required by Law, and any workers, contractors, architects and suppliers which worked in the said property are paid by the Vendor Company.

For the purposes of the Death and Donation Duties Act of the year nineteen hundred and seventy three [1973], and Act number Seventeen (XVII) of the year nineteen hundred and ninety three [1993] of the Laws of Malta, it is hereby declared that the Vendor Company acquired the airspace, where subsequently was developed the above-described block of flats, from which the property herein transferred forms part, from the Limited Liability Companies "Yveto Company Limited" and "B.D. Limited", in virtue of a deed of sale, published by Notary Doctor Pierre Cassar, dated the seventeenth day of November, of the year nineteen hundred and ninety-five (17th November,

1995) *Ins. 16,259/1995*. Wherefore I Notary declare that the property being transferred is not subject to the provisions of the said Acts.

For the purposes of Act number Eighteen (XVIII), of the year nineteen hundred and ninety three (1993) of the Laws of Malta, relating to Tax on Capital Gains, I the undersigned Notary declare that I am presently receiving from the Vendors the sum equivalent to seven per cent (7%) of the sale price above mentioned, payable to the Commissioner of Inland Revenue, on account of the provisional tax of the Vendor Company, amounting to one thousand one hundred and ninety Maltese Liri (Lm1,190) whilst tax due by the Contractor Company amounts to thirteen hundred and sixty five liri (Lm1,365).

The Purchaser declares that he intends to use the property herein transferred as his sole and ordinary residence, and thus he is entitled to pay duty on documents at the rate of three point five per cent (3.5%) on the price of up to twenty thousand Maltese liri (Lm20,000). Purchaser declares this after I, the undersigned Notary have duly explained to him, the importance of this, his declaration.

Thus the Duty on documents due on this deed amounts to one thousand eight hundred and twenty five liri (Lm1,825).

Since the Purchaser is a non-resident, the relative Application of Immovable Property by Non-residents, bearing reference letters 'AIP' numbers two zero zero two stroke zero one six five (AIP 2002/0165), is herewith attached marked document letter 'C'.

This deed has been before me Notary, done, read and published, after due explanation by me in terms of law, to the appearers *proprio et nomine*, here in Malta, Valletta, Palace Square, at the Housing Finance Division of the Bank, at number one stroke five (1/5).

Sgd: P. Buttigieg

F. Grech

Jimmy Borg

Anthony Abela, Notary Public, Malta.

L. Borg

I. F. Issa

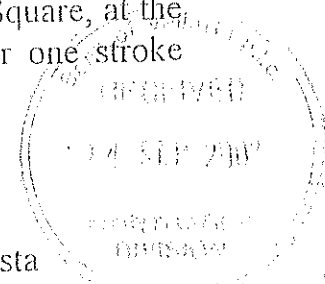
J. Debattista

True copy of an act in my records
Today 10th September, 2002.

Notary Dr. Anthony A. Abela N.P., N.D., M.P.

4, Muscat Road, Rabat, Malta.

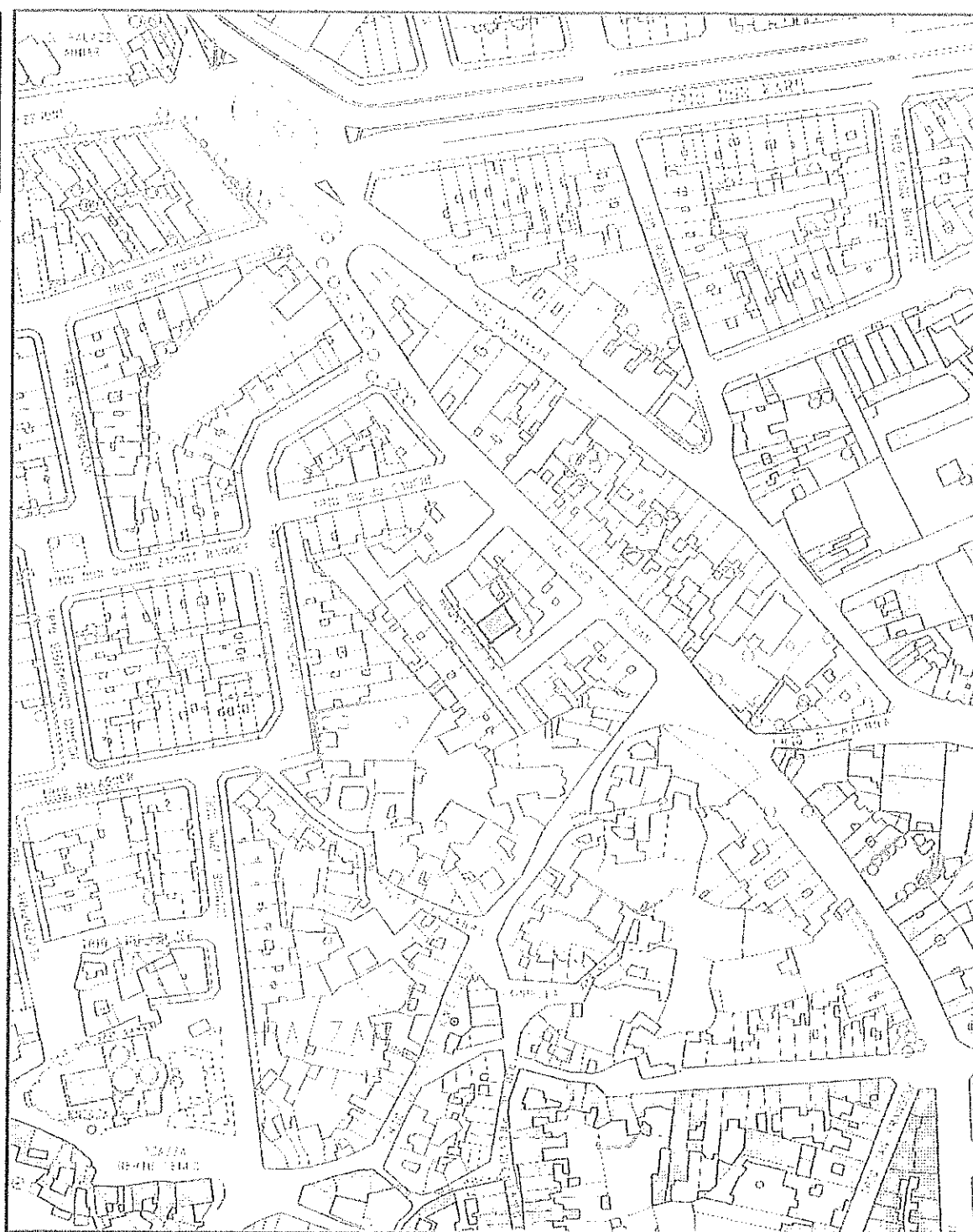
TEL: 2145 4008 / 2145 4165 FAX: 2145 6114



ANTHONY A. ABELA, M.P., M.A., LL.B.
NOTARY PUBLIC MALTA
COMMISSIONER FOR OATHS
MEMBER OF PARLIAMENT
MUSEUM ROAD - RABAT - MALTA
TEL: 2145 4008 - 2145 4165 FAX: 2145 6114

500m

0m



Min Easting 50501.47, Min Northing 72987.51, Max Easting 50901.47, Max Northing 73487.51

0m

400m

MEPA - www.mepa.org.mt

St. Francis Ravelin

Floriana FRN 1230, Malta

PO Box 200, Marsa MRS 1000, Malta

Tel: +356 2290 0000 Fax: +356 22902295

Site Plan, Scale 1:2500

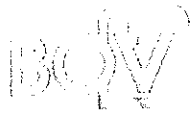
Printed on: Wednesday, February 20, 2013

Not to be used for interpretation or scaling of scheme alignments

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Perit Glynn Drago
B.E.A.(Hons.), M.Sc. Cons. Tech, A.&C.E.
Bank of Valletta p.l.c.
BOV Centre, Triq il-Kanun
Santa Venera SVR 9030 Malta
Tel. +356 2275 6949





Bank of Valletta

Site Address: No 17, Flat 3, Buotempo Estates, Balzan.
Arch. Ref: RS 10/13

SITE PHOTOS

Perit Glynn Drago
B.E.S.(Hons.), M.Sc. Cons. Tech. A.C.C.E.
Bank of Valletta p.l.c.
BOV Centre, Triq il-Kanun
Santa Venera SVR 9030 Malta
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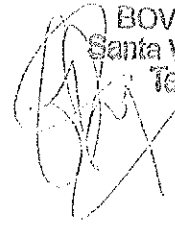


Photo 1



Photo 2

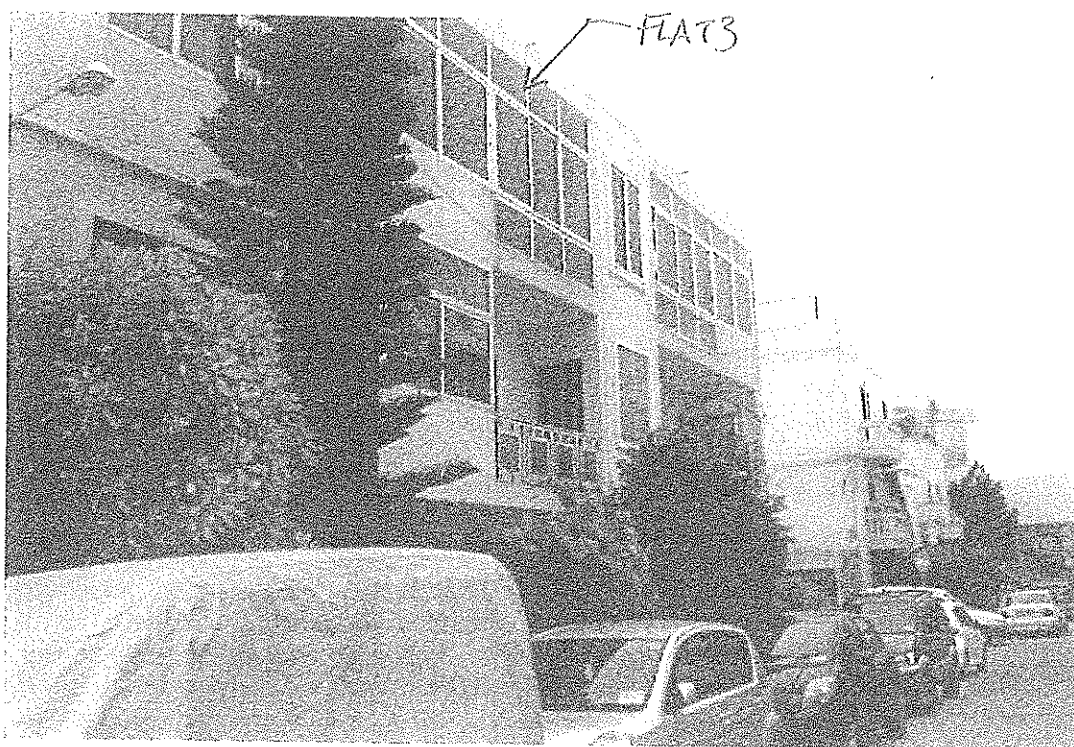


Photo 3

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Qorti Ċivili – Prim' Awla

Fl-affi tal-bejgh bl-irkant numru 28/15.

Fl-isinjiet:

Bank of Valletta Plc.

Vs

Issa Isslem Tawfik.

Il-Qorti rat ir-rikors ipprezentat 8 ta' Mejju 2015 u d-dokumenti hemm eżebiti;

Tilqa' l-talba għall-hruġ ta' mandat ta' qbid ta' hwejjeg immobbli fuq il-proprjeta' msemmija fir-rikors u ttiprovdi kif ġej:

1. Tordna lir-Registratur jahtar Arkitekt u Inġinier Ċivili – li lilu jmiss it-turn skont il-lista pubblikata skont id-dispożizzjoni tal-artikolu 89 tal-Kodiċi ta' Organizazzjoni u Proċedura Ċivili (Kap. 12) – bħala espert sabiex jagħmel l-istima tal-proprjeta' immobbli, liema stima għandha tinkludi r-ritratti tal-fond jew sit inkwistjoni, pjanta tar-Registru tal-Artijiet, l-iskema tal-MEPA u r-raġunijiet tal-valutazzjoni;
2. Tordna lill-espert hekk mahtur sabiex jipprezenta l-istima tiegħu kif trid il-liġi fi żmien xahar wara li jagħlaq iż-żmien imsemmi fl-artikolu 307 tal-Kap. 12;
3. Tordna lir-Registratur jahtar irkantatur pubbliku – li lilu jmiss it-turn skont il-lista pubblikata skont id-dispożizzjoni tal-artikolu 89 tal-Kodiċi ta' Organizazzjoni u Proċedura Ċivili (Kap. 12) – sabiex imexxi l-irkant;
4. Tordna li l-bejgh *sub hasta* tal-immobbli jsir fid-data, bin u lok imsemmija hawn taht:
 - a. il-Hamis 23 ta' Mejju 2015
 - b. fil-ħdax u nefs ta' filgħodu (11.30 am).
 - c. Fil-kuritur tal-Qrati tal-Ġustizzja, Triq ir-Repubblika, Valletta
5. Tordna lir-Registratur sabiex iġharraf lid-Direttur tar-Registru Pubbliku u lir-Registratur tal-Artijiet b'dan id-digriet tallum;
6. Tordna lid-Direttur tar-Registru Pubbliku sabiex jirreġistra dan id-digriet minnufih;
7. Tordna n-notifika ta' dan id-digriet lid-debitur li għandu, kif iġid u jrid l-artikolu 307 tal-Kap. 12, żmien għoxrin għurnata min-notifika sabiex jitleb li ma ssirx stima ġdida u, minflok, jipprezenta stima mahlufa b'nota li għandha tigi notifikata lir-rikorrent kif trid il-liġi.
8. Prevja li jigu eżebiti: (1) kopja formali tas-sentenza vantata; (2) pjanti tal-perit, survey map u ritratti li jindikaw b'mod car fejn tinstab l-art. u (3) provenjenza tal-istess u kull piz fuq l-istess art indikata fir-rikors ai termini tal-Art.305(2) tal-Kap.12 tal-ligijiet ta' Malta

Imħallf

Data:

15 ta' Settembru 2015