Perit Jonathan Grech B. E.&A. (Hons.) (Melit.), A. & C. E., MSc (Surrey)

40, Triq il- Kappella tal- Mirakli, Attard, ATD2692

Mobile: 79018753

Email: peritjgrech@gmail.com

Fil-Prim' Awla tal-Qorti Civili

Subbasta Numru. 6/22

FI-Atti tas-Subbasta:

HSBC Bank Malta plc

VS

Darren Dimech et.

RELAZZJONI TAL-PERIT TEKNIKU

Jonathan Grech
B.E.& A. (Hons.)(Melit,), A. & C.E., MSc (Surrey)

Referenza tal-Perit: 994/22

2 ta' April 2022

Indirizz tal-Propjeta: 154, gia 169, 'Etray', Trig Kent, Fgura

INTERNAMENT NumERAT 2

<u>Skop</u>

L-iskop ta' dan ir-rapport huwa li jipprezenta stima u dettalji tal-propjeta immobbli hawn fuq msemmija. Jiena, l-Arkitett u Inginier Civili Jonathan Grech, numru tal-warrant 859, hawn taht iffirmat niddikkjara, wara access fuq il-post hawn fuq imsemmi li sar nhar s-7 ta' Marzu 2022, u wara digriet tal-Qorti moghti fl- 1 ta' Frar 2022, dan li gej:

Tip ta' Propjeta u Deskrizzjoni

Skizz tal-fond qed jigi esebit bhala Dok A. u ritratti esebiti bhala Dok. B.

Il-fond in kwistjoni jikkonsisti minn appartament fit- tieni livell mit-triq (second floor level) soprapost minn maisonette u sottopost minn appartament ta' terzi persuni. L-access principali tal-propjeta qieghed minn Triq Kent u il-bieb principali jista' jigi accessat minn komun li jinsab f'dan l-istess triq. Din il-propjeta tifforma parti minn blokka ta' maisonette, zewg appartamenti residenzjali u garages fil- livell tat- triq. Iz- zewg appartmenti ta' fuq ghandhom access minn dan l-istess komun u tromba tat- tarag li ma fiehx lift, filwaqt li maisonette ghandu access minn bieb qabel it- tromba tat- tarag, imma xorta wahda ghandu access mit- tarag komuni li hemm fuq quddiem tal- blokka. Kif deskritt fl- atti tan-Nutar Dr. Joseph Tabone fl- 14.04.2008, l-istess appartament jinkludi sehem proporzjonali tal- komun li jinkludi ukoll it- turgien, l- entratura u s- sistema tad-dranagg. ls- sid tal- appartment ghandu dritt jwahhal tank tal-ilma u televixin aerial fuq il-bejt tal-blokka, filwaqt li ghandu dritt ghall- access ghas- saqaf tal- blokka kull meta jkun il- bzonn

li jsir maintenance. L- appartament huwa ukoll suggett ghal cens perpetwu ta' €17.47 fissena. Mill- bqija l- appartment huwa liberu u frank, hieles u vakant minn kull pusses iehor u igawdi minn drittijiet u obligi ta' servitu skond il- pozizzjoni tieghu. Fl-isfond ta' dan kollu, il-kuntratt fl-intier tieghu qed jigi anness ma' dan id-dokument ta' valutazzjoni ghal aktar dettal (Dok. D).

Principarjament dan l-apparatment jikkonsisti f'entratura, *open plan area* li fiha kcina, kamra tal-ikel, u *living / sitting area*, *bar area*, tlett kmamar tas-sodda, kamra tal-banju principali, kamra tal-banju sekondarja u gallerija fuq in- naha ta' wara tal- appartment. Magenb il-kcina hemm ukoll hemm access ghal terrazin zghir li jinsab fil- bitha nterna, filwaqt li mit- tarag tal- komun wiehed jista jaccessa terrazin iehor li jhares lejn Triq Kent. Is- servizzi tad- dranagg u ilma, li huma komuni ghall- maisonette u l- appartamenti li jiffurmaw parti minn din l-istess blokka, ghaddejin kollha miz- zewg btiehi interni u l- bitha ta' wara tal- blokka. L- maisonette soprapost u l- appartment sottopost ghandhom ukoll twieqi iharsu ghal fuq dawn l-istess btiehi.

Dan l-appartament fih kejl ta' cirka mija erbgha u hamsin metri kwadri (154m²). Dan ilfond ghandu faccata ta' tminja punt tlieta metri (8.3m) u huwa oghli tnejn punt sebgha tminja (2.8m) mill-madum sa taht is-saqaf. Fil-prezent dan l-appartament qieghed ikun abitat.

Intant I-ahhar bejgh ta' din il-propjeta saret fil-kuntratt datat 14/04/2008 li sar quddiem in-Nutar Dr. Joseph Tabone, bejn il- vendituri Ivan John Seguna (235184M) u martu Caroline (524764M) u x- xerrejja Darrell Dimech (575977M) u Mirielle Dimech nee D'Amato (384983M). Il- bejgh sar versu self ta' EUR92, 243.19 minn HSBC mis- somma globali tal- bejgh ta EUR102,492.42.

Architect

Kostruzzjoni

Dan I-appartament jidher li nbena bis-sistema tal- *loadbearing construction*. Il-hitan ta' dan I-appartament huma tal-gebel tal-franka/*bricks* u s-soqfa huma tal-konkos rrinfurzat. Mill-ispezzjoni vizwali illi saret fuq il-post, I-istruttura ta' dan il-fond hija fi stat accetabli, madanakollu fiha xi hsarat minhabba dhul ta' ilma fis-saqaf tal- kamra tal-banju principali u s- saqaf tal- kcina. Dan wassal biex is- soqfa ta' dawn il-kmamar ikollhom rqajja maqsumin fil-konkos rinfurzat. Ritratti tal- hsarat u l- kundizzjoni tal-propjeta qed jigu ipprezentati ma' dan id-dokument f' Dok. B.

<u>Finituri</u>

Il-flat inkwistjoni jinsab fi stat tajjeb, abitabli, finished u furnished. L-art tal- propjeta hija kollha ccangata b'madum tac-ceramika. Parti kbira mill-hitan tad-dar jinsabu mizbugha u mkahlin. Intant, hafna mill-bibien interni tad-dar huma tal-injam mhux solidu, filwaqt li l-aperturi tal- font, li jaghtu ghal barra, huma kollha tal- aluminium.

Permess u Pjanijiet Lokali

Il-Perit hawn taht iffirmat, ghamel ricerka fl-arkivji tal-*Planning Authority* (PA) u jidher li l-permess ufficjali approvat mill- *Planning Authority* (PA) jew l-Awtorita kompetenti ma setghax jinstab u il- Perit hawn taht iffirmat ma' kellux access ghal dan l-imsemmi *file* tal-permess. Is- sidien tal- post lanqas ma' ghandhom kopja tal- permess tal- bini. Ghaldaqstant, il-permess mhux qieghed ikun ipprezentat ma' dan id-dokument ta' valutazzjoni.

L-appartament jinsab mibni f'zona residenzjali hekk kif muri f'dokument u mappa FG1 tal-Pjan Lokali tal- Fgura. Skond il-Pjanijiet Lokali tal-PA, dokument u mappa FG2, I-oghli talbini permessibbli huwa ta' tlett sulari u *semi-basement* li jittraduci f' oghli ta' 17.5m skond Policy and Design Guidance 2015, Annex 1. L-imsemmija mappep FG1 u Fg2 jinsabu annessi kollha taht Dok. C.

Valur tal-Propjeta

Wara li kkunsidra dawn il-punti imsemmija hawn fuq, il-kuntratt, is-suq u l-policies applikabli fuq l-istess propjeta minn naha ta' pjanar, l-Perit hawn taht iffirmat, jistma din il-propjeta fl-ammont ta' mitejn u ghaxart elef ewro (€210,000).

Daqstant I-esponent, in adampiment mill-inkarigu lilu moghti ghandu I-unur jissottometti ghas-savju u superjuri gudizzju ta' din I-Onorabbli Qorti li taghha jiddikjara ruhu, serv umli u ubbidjent.

Perit Jonathan Grech

B.E.& A.(Hons)(Melit.), A.& C.E., MSc (Surrey)

DEHER IL-PERIT LEGALITEKNIKU JONATHON Grech

11713911 LI HALEF LI QEDA FEDELMENT

U ONESTAMENT L-INKARIGU MOGHTI LILU

DEPUTATREGISTRATUR

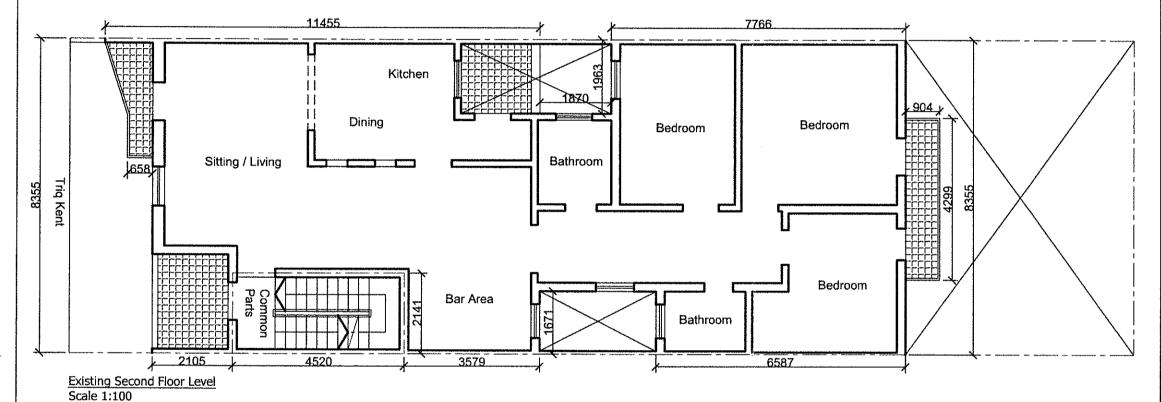
Gaetane Aquilina Deputat Registratur Deputy Registrar Deputy Registrar (Malta) 0 5 APR 2022

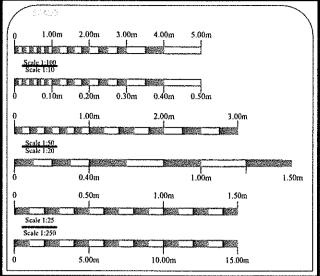
Ipprezentata mill-ALC J GRECH

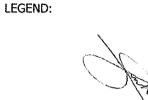
B/bladok/XIMez (5) dokumenti

Annalise Spiteri Deputat Registratur Qrati tal-Gustizzja (Malta)

Pjanta – Dok. A







Perit Jonathan Grech

B.E.&A.(Hons.)(Melit.). A.&C.E.

Architect, Civil Engineer & Cost Consultant
Warrant No. 859 – Mob.: 79018753

Drawings are not to be scaled. All dimensions have to be checked and confirmed on site with the architect in charge. This drawing is a property of Perit Grech and must not be disclosed to third parties, copied or lent without his written consent.



ARCHITECT & CIVIL ENGINEER

PERIT Jonathan Grech 10, Triq il-Kappella tal-Mirakli Attard

e-mail: perijgrech@gmail.com mob: [+356] 79018753

PROJECT TITLE:

Existing survey

LOCATION:

154, gia 169, Etray, Apartment 2, Triq Kent, Fgura

DRAWING TITLE :

Existing second floor level

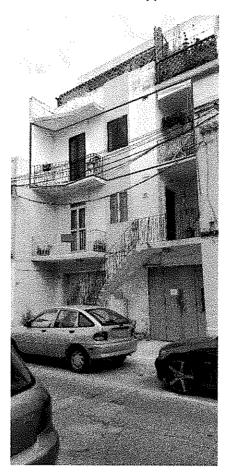
DRAWN BY :	ARCHITECT :	DATE :
	jg	2022-03-28
SCALE :	PROJECT No.:	DRAWING No.:

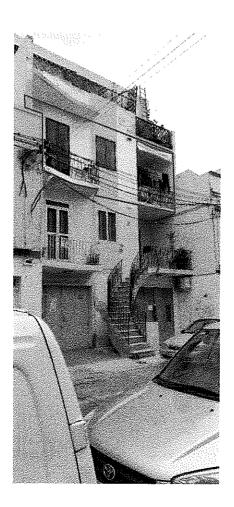
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01

Ritratti – Dok. B

Ritratti Esterni tal- Appartment

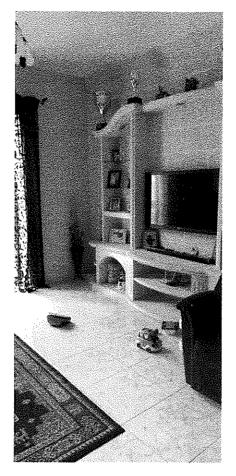




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Architect, Civil Engineer & Cost Consultant
Warrant No. 859 - Mob.: 79018753

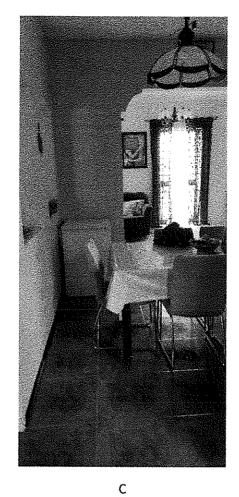
Ritratti Interni tal- Appartment





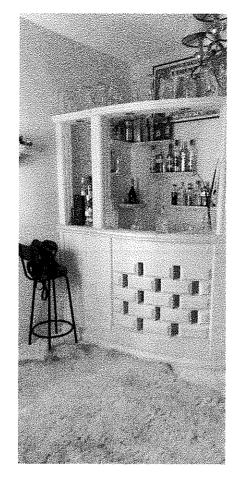
Perit Jonathan Grech

B.E.&A.(Hons.)(Melit.), A.&C.E.





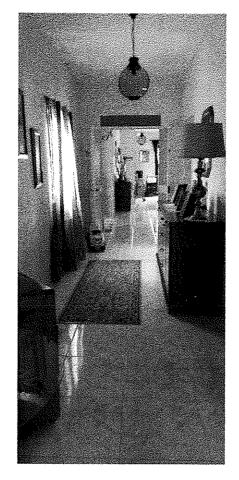
Perit Jonathan Grech B.E.&A.(Hons.)(Melit.), A.&C.E.



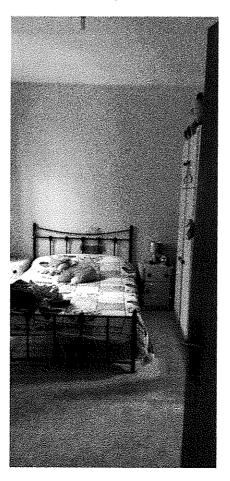
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Perit Jonathan Grech B.E.&A.(Hons.)(Melit.), A.&C.E.



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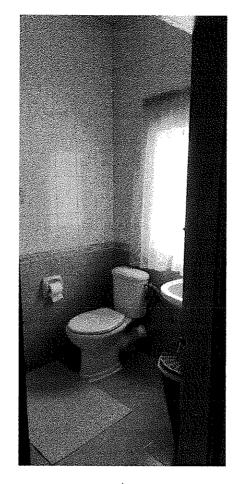




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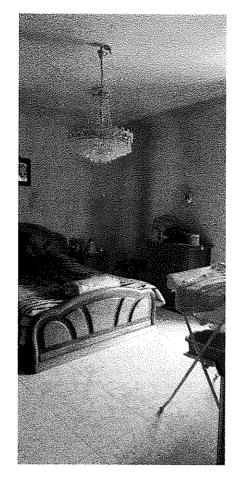
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W.

Perit Jonathan Groch
B.E.&A.(Hons.)(Melit.). A.&C.E.

j



K

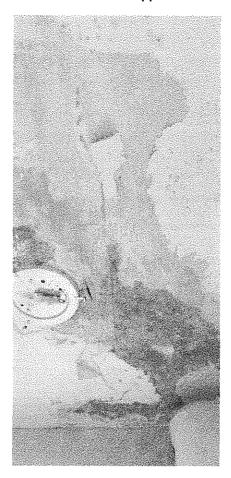




Perit Jonathan Grech B.E.&A.(Hons.)(Melit.). A.&C.E.

Architect, Civil Engineer & Cost Consultant Warrant No. 859 – Mob.: 79018753

Hsarat Interni fl- Appartment



Saqaf tal- kamra tal- banju



Saqaf tal- kcina



Perit Jonathan Grech B.E.&A.(Hons.)(Melit.). A.&C.E.

Architect, Civil Engineer & Cost Consultant Warrant No. 859 – Mob.: 79018753

Pjan Lokali – Dok. C



SOUTH MALTA LOCAL PLAN



L-Awtorita' ta' Malta Dwar l-Anshjent u f-Ippjanar Matta Environment & Planning Authority

--- Limits to Development

Proposed Scheme Alignment

3 floors plus semi-basement

Remark:
The refer and height limitation shall not be applicable to numbatory great-spaces, tubut open spaces, contracts, front or back gardens or other open spaces autilitary to tubus development.

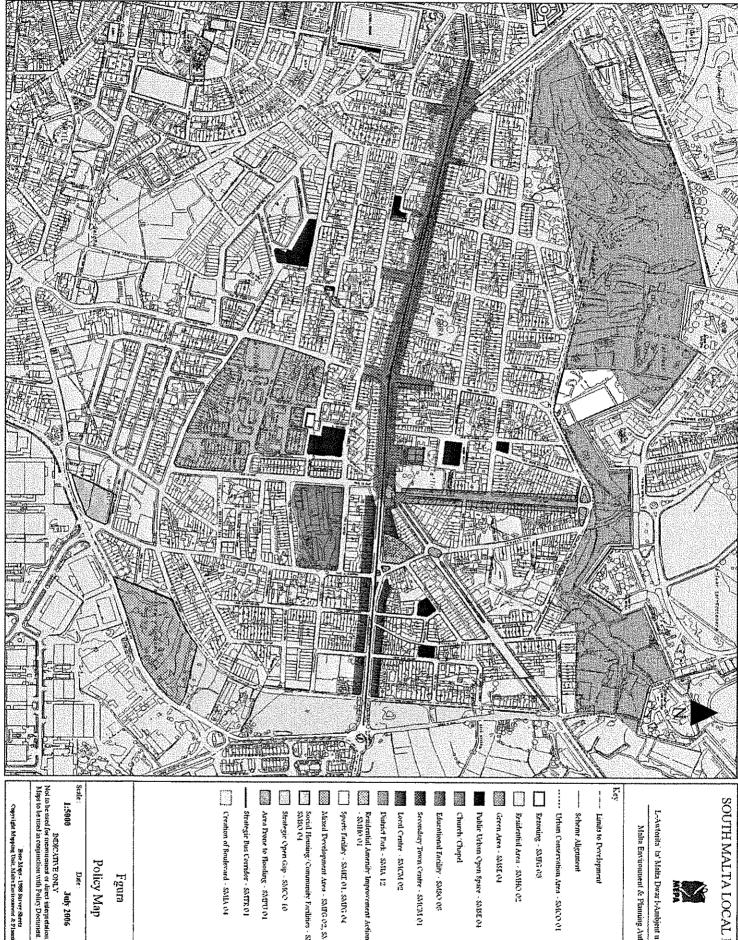
Fgura

Building Heights

Ž, July 2006

Map:

FG2



SOUTH MALTA LOCAL PLAN



L-Awtorita' ta' Malla Dwar l-Ambjent u l-Ippjanar Malta Environment & Planning Authority

Graidentful Area - SNIHO 02 Gren Area - SNISE 04	icheme Alignment 3rham Contervation Area - SMCO &1 Sezoning - SMFG 03
---	---

Mixed Development Area - SMIG 02, SMIG05 Secondary Town Centre - SMCM Q1 Social Housing/Community Facilities - SMHO 03, SMSO 04 District Park - SMA 12 Educational Facility - SMSO OS Church/Chapel Sports Facility - SMRI 01, SMFG 04 Residential Amenity Improvement Action Area - SMHO 04 Local Centre - SMCM 02

Fgura

INDICATIVE ONLY Date July 2006 Map: FG 1

Policy Map

Hase Might – 1988 Survey Sheets Copyright Mapping Volt, Malta Environment & Fla

Kuntratt - Dok. D

DA

Fourteenth april two thousand and eight

NUMBER LOAN AND SALE Enrolled:

Before me Doctor of Laws Joseph Tabone Notary Public in Malta have personally appeared after having verified their identity:

Of the first part Advocate Doctor Ethelbert Fenech Adami son of Michael and Giovanna nee Galea born in Floriana and residing at Mosta with identity card number 87957M appearing hereon in the name for and on behalf of 'HSBC Bank Malta p.l.c.' - hereinafter referred to as 'The Bank' - as duly authorised.

Of the second part, Ivan John Seguna employee son of John and mary nee Caruana born in Edminton Canada and his wife Caroline daughter of Grazio Magri and Vincenza nee Falzon born in Pieta and both residing at fgura with identity card number 235184m and 524764M respectively who are appearing for all purposes of this agreement jointly and severally between them both hereinafter referred to as the vendors.

Of the third part, Darrell Dimech delivery man son of Emmanuel and Rita nee Scicluna born in Pieta and residing at Santa Lucia and Mirielle d'amato daughter of Christopher and Rachelle nee Bugeja born in Pieta and residing at Hamrun with identity card number 575977m and 384983M- hereinafter referred to as 'the Customers' or 'the Borrowers'.

Whereas the Customers have requested the Bank to grant them on loan the sum of ninety two thousand two hundred and forty three euro and nineteen cents (€92243.19c) equivalent to thirty nine thousand six hundred Maltese liri (Im39600) hereinafter called 'The Loan' which is for the purpose of paying part of the purchase price of the hereunder described immovable property.

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

Now, therefore, by virtue of this deed the Bank declares to accede and hereby accedes to grant on loan to the Customers, who accept, the sum of ninety two thousand two hundred and forty three euro and nineteen cents (€92243.19c) equivalent to thirty nine thousand six hundred Maltese liri (lm39600) which sum the customers delegate the Bank which accepts to pay to the vendors later on in this deed.

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 by the Borrowers 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 Borrowers accordingly.

The loan is for a fixed term. However, if an Event of Default (as listed in the 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 Borrowers shall lose the benefit of any time granted to them for payment and this without the necessity of any other proceedings.

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 Customers hereby hypothecate in favour of the Bank, which accepts, and in solidum between them, all their property in general present and future over and above a special hypothec and special legal privilege on their property being purchased in the second part of this deed.

The Customers undertake to give the Bank full details and all information relating to their 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.

All fees and expenses in connection with this deed are to be borne by the Customers, who further undertake to refund to the Bank all expenses including legal fees made for bringing up to date from time to time the researches into the Customers' liabilities and transfers. Said researches become bank property.

The Customers delegate the Bank to pay the Notary on his first demand an amount representing Notarial fees and expenses relative to this deed by debit of Customers' Account/s with the Bank. It shall not be incumbent on the Bank to verify whether such amount is justified.

Further, the Customers undertake at the Bank's request to insure their property against all normal risks with a reputable insurance company and to have the Bank's interest noted on the relative insurance policies. Further, the Customers authorise the Bank to affect all such insurances on their property at their expense.

The Customers hereby bind themselves with the acceptance of the Bank, not to charge in favour of any third party the property which they have specially hypothecated. The Customers undertake in favour of the Bank on this of on any

The bank of this

other deed, not 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 Customers be in breach of this condition the Bank shall have the right to call in the facility and demand full payment of all monies due whether by way of capital, interest or any other nature from both the Customers or any one of them irrespective of who of them breached the said condition.

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

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

The Borrowers acknowledge that the Bank has obtained legal advice on the title of the property acquired/hypothecated on this deed of the purpose of carrying out its own risk assessment of the lending.

The Borrowers declare that they are not relying on the Bank's decision to lend as proof of the title of the property being acquired/hypothecated.

To all intents and purposes it is hereby declared that the property being hypothecated does not fall within a compulsory Registration Area.

In virtue of the second part of this deed, vendors hereby sell and transfer jointly and indivisibly between them unto the purchasers who accept, purchase and acquire jointly and indivisibly between them the flat internally numbered two overlying a maisonette belonging to third parties and underlying property of the vendors in a block officially marked number one hundred and fifty four formerly one hundred and sixty nine named Etray in Kent street Fgura together with an undivided part of all the common parts including the entrance stairs staircase and drainage system as subject to the perpetual and uninterrupted right of access to the roof for the maintenance of a water tank and a television aerial and subject to seven Maltese liri and fifty cents equivalent to seventeen point forty seven euro annual and perpetual groundrent as better described and subject to all the conditions mentioned in the deed of its acquisition by vendors, otherwise free and unencumbered, with all its rights and appurtenances, with free and vacant possession, in its present state and in the condition in which it lies. Said property is being sold as subject to and enjoying all such servitudes arising from its position.

Said property is being sold as subject to and enjoying all such servitudes arising from its position, free from any real and/or personal rights in favour of third parties

This sale is being made and accepted in consideration of the agreed price of forty four thousand Maltese liri (Im44000) equivalent to one hundred and two thousand four hundred and ninety two euro and forty two cents (€102492.42c) out of which the

bank in execution of the delegation made to it by the customers/purchasers in the first part of this deed is hereby paying the sum of ninety two thousand two hundred and forty three euro and nineteen cents (€92243.19c) equivalent to thirty nine thousand six hundred Maltese Iiri (Im39600) to the vendors who tender due receipt. The vendors declare to have received from the purchasers the balance for which receipt is likewise acknowledged.

Vendors guarantee in favour of buyers who accept:

- (a) that architects, building contractors, workmen and suppliers, who carried out works thereon, have all been fully paid up
- (b) that there is no litigation regarding said property.
- (c) that the building is covered by a regular building permit issued by all competent authorities.
- (d) that all expenses, including road and drainage contribution, electricity, water and telephone bills, relative to said property have been settled.

Vendors guarantee in favor of buyers who accept this sale in terms of law with a general hypothec of all its property present and future in general

Fees and expenses relating to the publication of this deed are being paid according to law

For the purposes of the Duty on Documents and Transfers Act, I the undersigned Notary declare that, this transfer is not chargeable because vendors bought said property in virtue of a deed published by to which deed the parties refer as regards further root of title.

After I the undersigned Notary warned them specifically as to the importance of the truthfulness of these declarations:

For the purpose of the Income Tax Act, the parties declared to me Notary, all the facts that determine if this transfer is one to which Article five letter A, (5A) of the said Act applies and that are relevant for ascertaining the proper amount of tax chargeable or any exemption, including the value which, in their opinion, reasonably reflects the market value of the said property, if this value is higher than the consideration for the transfer.

The buyers declare:

- (a) to be citizens of the European Union and that they have resided continuously in Malta for at least five years during their lifetime.
- (b) That they qualify to acquire the immovable property above being transferred without the necessity of a permit for the acquisition of property by non-residents.

For the purposes of the Duty on Documents and Transfers Act, the buyers declare, that they are purchasing the abovementioned property in order to establish therein their sole ordinary residence; and thus, the duty payable on this deed amounts to three thousand five hundred and eighty seven euro and twenty four cent (€3587.24c) equivalent to one thousand five hundred and forty Maltese lin (Im1540).

Capital Gains tax is not payable on this deed because vendors declare to have lived in said property for over three years.

Further more there appears on this deed Joseph Camilleri manager son of John and Mary Grace nee Cassar born in Cospicua and residing at Birkirkara with identity card number 458853M who is appearing on this deed in the name for Bank of Valletta plc which is giving its consent for the total cancellation of hypothecs numbered five thousand two hundred and seventy five of the year two thousand and three (5275/03) and ten thousand three hundred and six of the year nineteen hundred and ninety seven (10306/97)

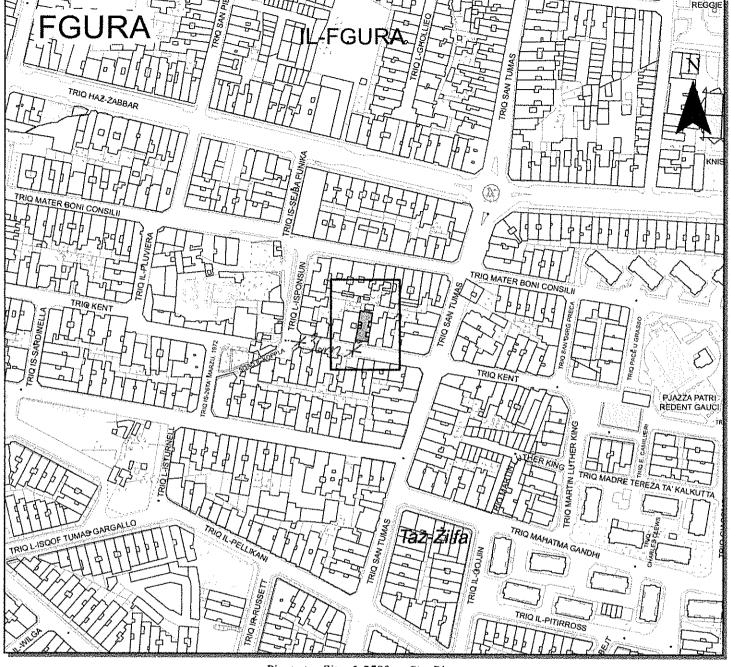
Done, read and published after appearers have been duly informed of the import hereof according to Law in Malta, at Valletta, Merchants Street, at number thirty two (32).

Signed: Ethelbert Fenech Adami – Ivan seguna – Carol Seguna – Joseph Camilleri – Darrell Dimech – Mirielle Damato – Joseph Tabone Notary Public Malta

28 /3 /3

Land Registry Plan - Dok. E





Pjanta tas-Sit 1:2500 Site Plan

Aġenzija ghar-Reġistrazzjoni tal-Artijiet

116, Casa Bolino, Triq il-Punent, Il-Belt Valletta



Land Registration Agency

116, Casa Bolino, Triq il-Punent, Il-Belt Valletta

5670

Nru tal-Mappa: 253488 E Pożizzjoni Čentrali: x = 56567Map Number: Centre Coordinates: y = 70021Extracted from S.S: Perit: Architect: Timbru tal-Perit: Architect's Stamp:

Perit Jonathan Grech B.E.&A.(Hons.)(Melit.). A.&C.E.

Architect, Civil Engineer & Cost Consultant Warrant No. 859 - Mob.: 79018753

Qies (metri kwadri):

Parti min S.S.:

Data:

Date:

09/03/2022

Area (square metres):

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

LR 266430

Dritt imhallas Fee Paid



EIGHTH SCHEDULE

PHYSICAL ATTRIBL	ITES OF IMMOVABLE	PROPERTY		
Locality	Fanha	169, ETRAY		
Address	154 , ga	169 ETRAY		
	AFARTMENT	2		
	TKIQ KEW			
	FGWRA			
Total Footprint of Area Transferred *	FGWRA 154m²			
TICK WHERE APPLI	CABLE (Tick one box in	each case except where inc	dicatea otherwise)	
Type of Property	☐ Villa	Semi-Detached	☐ Bungalow	
	Penthouse	Mezzanine	Maisonette Farmhouse	
	Terraced House	Ground Floor Teneme	ent	
Age of Premises	0-20 years	Over 20 years	Pre WWII	
Surroundings	Sea View	Country View	√ Urban	
Environment	Quiet	√ Traffic	Entertainment Industrial	
State of Construction	Shell	Semi-Finished**	Finished***	
Level of Finishes	Good	▼ Adequate	Poor	
Amenities Tick as many as appropriate	With Garden	☐ With Pool	☐ With Lift ☐ With Basement	
нек аз тил у аз арргорияте	No Garage	One car Garage	Two Car Garage Multi Car Garage	
Airspace	Ownership of Roof	No Ownership of Roof	Shared Ownership	
 Includes all lands and gardens but excludes additional floors, roofs and washrooms Includes " plus bathrooms and apertures Includes plastering, electricity, plumbing and floor tiles 				
Date: <u>29 03 1</u>	322	Perit's Signoture:	Perit Jonathan Grech	
Warrant Number:	85 ° ₹.	Rubber Stamp:	B.E.&A. (Hons.) (Melit.). A.&C.E. Architect, Civil Engineer & Cost Consultant Warrant No. 854 – Mob.: 79018753	

athan Grech

Triq il-Kappella tal-Mirakli Attard ATD2692 Malta

Cash Sale

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Total

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Sale Number:

HIRUSHOR

Local Post

Weight: it. 012 kg Quantity Service: Letter 2.80 N/A Price: Stamps Affired Paid: 62.80

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Track & Trace Barcodes RR432360386MT RR432360394MT

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