

Fil-Prim'Awla tal-Qorti Ċivili

S.T.O Prim Imħallef Mark Chetcuti L.L.D.

Fi-Atti tas-Subbasta Nru 27/2022



HSBC Bank Malta plc

Vs

Brian Borg (KI 10576M) U MARTU Elena

Catalina Borg (KI 2778121, qabel detentriċi

tal-karta tal-identita numru 31482A)

RELAZZJONI TAL-PERIT TEKNIKU

Perit Milan Zdravkovic B.E. & A. (Hons.)

Data 28 ta' Ġunju, 2023

Jesponi bir-rispett: ż

Illi b'digriet tal-Prim'Awla Tal-Qorti Ċivili, l-esponent ġie nnominat għall-fini ta' deskrizzjoni u valutazzjoni tal-Fond in-kwistjoni u cioè:

Tal-Fond fil-livell ta' groundfloor (terran) bin-numru uffiċjali Tmienja u Tletin (38) ġia Disgħa u Għoxrin (29), ġewwa Triq Farsons, Ħamrun. U kif deskritt fil-kuntratt ta' bejgħ fl-atti tan-Nutar Ivan Barbara tas-16 ta' Lulju 2009 (kopja hawn annessa u mmarkata **Dok D**), dan il-Fond inkluż 'il-bitħa ta' wara, sottostanti proprjeta ta' terzi b'bir in komuni mal-proprjeta adjaċenti, liberu u frank'. Permezz ta' dan il-kuntratt ċerti Christopher u Joanne, konjuġi Meilak, bieġħu u ittrasferixxew din il-propjeta lill-konjuġi Brian u Elena Catalina Borg. Pjanta li tiffirma parti minn dan il-kuntratt hija hawn annessa u mmarkata **Dok E**.

Illi nhar it-12 ta' Diċembru 2023 l-esponent irċieva in-notifika ta' din in-nomina biex jiġbor l-inkartament relattiv ma' dan il-każ mid-data tat-28 t'Ottubru 2022.

Illi l-esponent kellu jipprezenta r-rapport tieghu sat-3 ta' Jannar 2023.

Illi nhar it-23 ta' Dicembru 2022 l-esponent ipprezenta rikors lil din l-Onorabli Qorti sabiex jigi estiz it-terminu ta' zmien ta' sottomissjoni. Dan ir-rikors gie milqugh biex b'hekk it-terminu ta' zmien ta' prezentazzjoni tar-rapport gie estiz sa l-ahhar ta' Frar 2023.

Illi l-esponent baghat diversi ittri (ara skeda murija hawn taht) mibghuta kemm b'posta rregistrata u kemm bl-idejn (ara Dok F), lill-intimati, sabiex jifthu u jiffacilitaw li ssir spezzjoni tal-Fond in kwistjoni, u dan konsistenti f'ittri ddatati 27 ta' Dicembru, 2022, 3 ta' Jannar, 9 ta' Jannar u id-19 ta' Jannar 2023. L-ittri kollha baqghu bla ma gew imwiegba, u l-intimati ma setghux kienu nformati bit-talba ta' l-access ghall-post in kwistjoni.

SKEDA:

Ittra ddatata 27 ta' Dicembru 2022.	Ittra rregistrata	Letter 1
Ittra ddatata 3 ta' Jannar 2023.	Ittra rregistrata	Letter 2
Ittra ddatata 9 ta' Jannar 2023.	Ittra rregistrata	Letter 3

Ittra ddatata 9 ta' Jannar 2023.	Ittra ddepositata bl-idejn	Letter 4
Ittra ddatata 19 ta' Jannar 2023.	Ittra rregistrata	Letter 5

Illi l-esponent ipprezenta rikors ddatat 24 ta' Frar 2023 sabiex din l-Onorabbli Qorti tordna sgass tal-bieb principali tal-Fond in kwistjoni sabiex isir l-access peritali. Nhar it-2 ta' Marzu 2023, din Il-Qorti laqghet it-talba u ordnat li jsir sgass fil-prezenza ta' marixxal u pulizija, spejjes ghad-debitur.

Illi dan l-iskass sehh nhar is-6 ta' April 2026 fil-prezenza ta' marixxal, pulizija u raprezentanti tal-Bank HSBC u ta' l-esponent. B'hekk seta jsir l-access fuq il-Fond in kwistjoni.

Illi l-esponent talab lir-rapprezentanti tal-Bank, kopja tal-ahhar kuntratt tal-akkwist u ta' trasferimenti. Dawn huma murija f'**Dok D, E** annessi u li huma gia imsemmija aktar qabel f'dan ir-rapport. L-ebda kopja tal-permessi tal-bini ma inghatat la mill-intimat u lanqas mill-bank.

Illi waqt l-access l-esponent ha il-qisien necessarji kif ukoll numru ta' ritratti varjati tal-Fond u ddokumenta l-istat esistenti ta' l-istess Fond kif misjub dahinhar.

Illi l-esponent issottometta r-rapport tieghu ddatat 27 ta' Gunju 2023.

DESKRIZZJONI TAL-PROPJETA

Bir-Rispett l-esponent jissottometti lil din l-Onorabbli Qorti s-segwenti deskrizzjoni u valutazzjoni tal-propjeta in-kwistjoni:

Dan wara li ha in-konsiderazzjoni kull aspekt li jirrifletti l-valur ta' l-imsemmija propjeta inkluz il-lokazzjoni tal-Fond, il-kundizzjoni ezistenti u l-istat li jinstab fih, kif ukoll il-pizijiet, kirjiet u jeddijiet ohra, sew reali kemm personali, li seta hemm, u li dan il-Fond jista jkun suggett ghalihom; kif ukoll kull informazzjoni fuq trasferiment tal-Fond u informazzjoni ohra offerti mill-kreditur;

L-esponent ghamel access fil-propjeta deskritta bhala:

Il-Fond in kwistjoni huwa mibni fuq art ta' kejl superficjali ta' circa 70 metri kwadri, b'faccata ta' 4metri fuq Triq Farsons, il-Hamrun.

Fond fil-pjan terran, maisonette, b'access dirett ghall-fuq il-bankina, bieb Nru 38, (gia 29), fi Triq Farsons, Hamrun, liema zona hija deskritta bhala zona residenzjali. Dan il-Fond, eskluż l-arja, pero inkluz is-sottosuol, kif muri iddelineat bil-kulur ahmar fuq pjanta tas-sit hawn taht immarkati **Fig 1** u **Fig 2**. Pjanta ta' Fig. 3 hija hawnhekk annessa. Il-koordinati tac-centru tal-Fond imsemmi huma: X 453321, Y 3971472.

Il-pjanta ta' Fig. 1 turi kif il-Fond jinsab kemmxejn il-bogħod mic-centru tal-Hamrun, kwistjoni ta' ghaxar minuti bil-pass, ghalkemm huwa jinsab fil-qalba ta' din il-belt. Triq Farsons tinsab ir-raba' triq fuq ix-xellug lil 'l hinn mill-knisja parrokkjali ta' San Gejtanu li hija l-knisja principali tal-Hamrun, hekk kif inti u tkun tiela matul Triq il-Kbira San Guzepp, direzzjoni lejn Santa Venera. Din Triq il-Kbira San Guzepp hija t-triq principali u l-aktar kummercjali tal-Hamrun

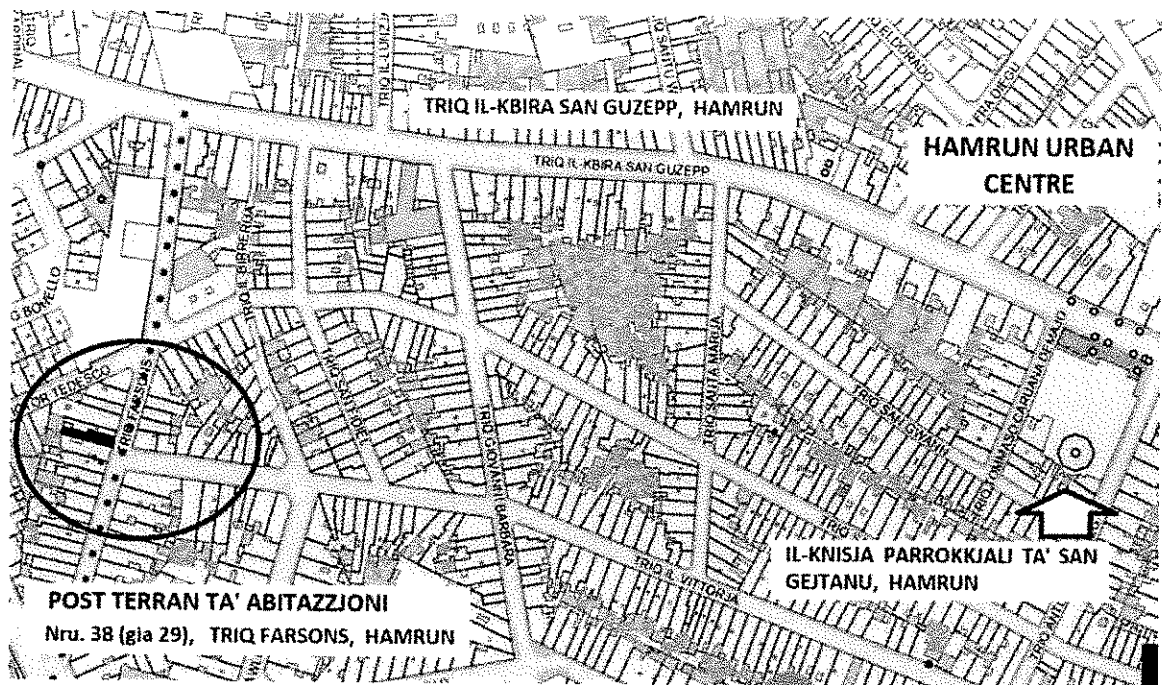


FIG 1.

u ghalhekk jista' jinghad li l-Fond Nru 38 jinsab fic-centru tal-Hamrun u cioe qrib il-hwienet kummercjali, l-għassa tal-pulizija, u iz-zewg banek principali BOV plc u HSBC Bank plc. Dawn kollha jinsabu fil-qrib immedjat tal-knisja parrokkjali tal-Hamrun.

Triq Farsons hija triq sekondarja u ghalhekk it-traffiku principali ma jaghdix minnha ghalkemm hija qrib ta' Triq il-Kbira San Guzepp.

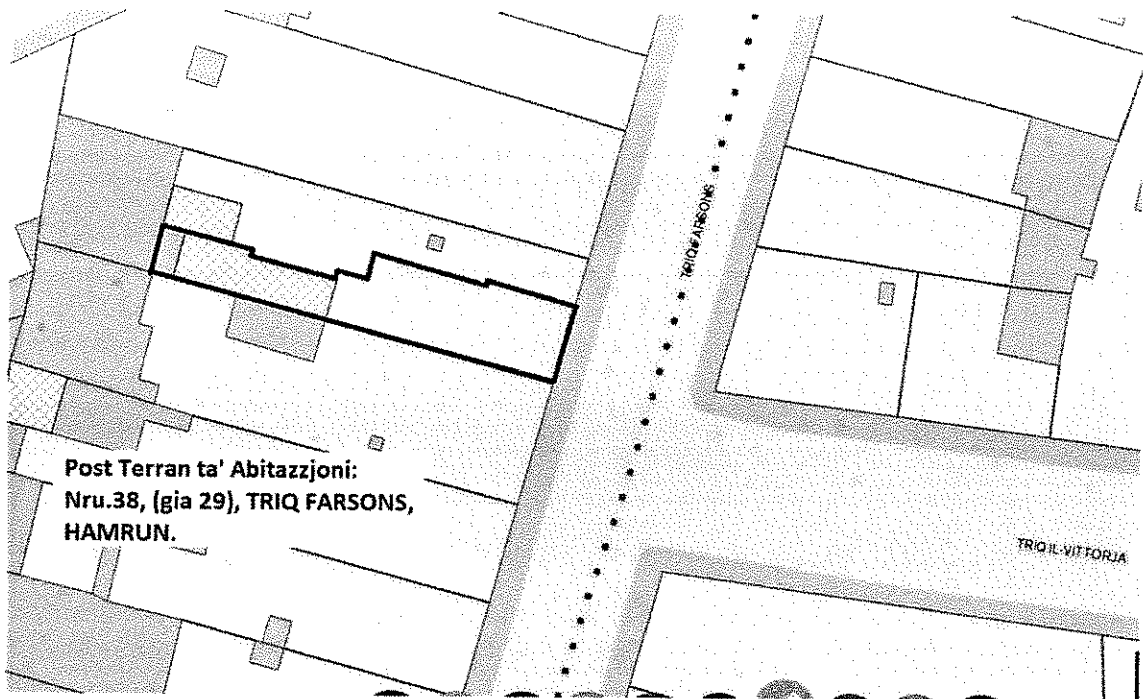


FIG 2.

Il-pjanta ta' Fig 2 turi li l-Fond jinsab parzjalment faccata ta' Triq il-Vitorja u huwa jikkonsisti mill-parti il-mibnija li taghti ghal fuq t-triq pubblika 'one way', il-parti tal-bitha (mhix imsaqqfa) u fuq in-naha ta' wara hemm shaft (bitha zghira) 2.15m wiesgha u 0.7m tul, li jaghti ghal kantina (basement) li huwa sular intier taht il-pjan terran.

Il-pjanta ta' Fig 3 hawn annessa (Sors: Awtorita tal-Ippjanar) hija skema ta' bini u ippjanar permessi skont il-ligi tal-limiti tal-izvilupp kif mghoddija mill-Parlament Malti fl-2006. Din hija wahda mill-pjanti tal-Pjan Lokali ghall-Gzejjer Maltin, jisimha HAM1 – Hamrun Area Policy Map u hija parti integrali mis-Central Malta Local Plan fuq skala ta' 1:6500. Din hija pjanta interrassanti hafna li turi l-qrubija tal-Fond Nru 38 ta' mac-Centru Primarju tal-Belt tal-Hamrun (Primary Town Centre).

Triq Farsons ma hijiex traffikkuza hafna, hija bi traffiku 'one way' u fiha diversi postijiet tal-ipparkjar tal-karozzi. Fi ftit kliem il-Fond Nru 38 jinsab ftit mixi boghod mic-centru izda fl-istess waqt jinsab f'location residenzjali kwieta u minghajr hwienet kummercjali. It-tarf ta' Triq Farsons huwa hames minuti mixi boghod mill-Kulleġġ tal-edukazzjoni Mikiel Anton Vassalli u l-Visual Performing Art School, it-tnejn li huma jinsabu fit-tarf ossia lejn in-nofsinhar ta' Triq Farsons.

Il-Fond jinsab f'zona residenzjali skont il-Pjan Lokali kif mahrug mill-Awtorita tal-Ippjanar, b'gholi massimu limitat ghall-tlett sulari u minghajr basement, kif jidher fuq il-pjanta annessa Fig 3.



FIG 3

Minn stharrig li ghamilt, ma jezisti l-ebda dokumentazzjoni ta' permessi approvati u li huma mahruqa mill-Awtorita tal-Ippjanar.

Il-Fond jikkonsisti f'maisonette fuq zewg sulari, wiehed minnhom fil-livell ta' kantina (basement), inkluz uzu ta' bitha fil-pjan terran li l-art taghha hija maghmula minn materjal trasparenti u li b'hekk dan il-materjal jiffacilita li jghaddi d-dawl ghall-kantina (basement).

Rif:

Skizz tal-pjanti tal-Fond in kwistjoni jinsab anness bhala DOK. A.

Skeda tal-arja tal-ispazji interni tinsab annessa bhala DOK. B.

Set ta' ritratti tal-ispazji kollha jinsab anness bhala DOK. C.

Il-Fond jikkonsisti f'maisonette bi pjan terran b'arja interna ta' 44.5 metri kwadri u arja esterna ta' 18.5 metri kwadri; u bi pjan fil-kantina (basement) b'arja interna ta' 60.5 metru kwadru u shaft b'arja interna ta' 2.5 metri kwadri. Iz-zewg livelli ghandhom madum tal-art li hu materjal tac-ceramika. Ghalhekk il-Fond jikkonsisti f'zewg sulari maqsum kif gej:

Il-pjan terran ghandu dhul (bieb principali) u tieqa ghal fuq Triq Farsons Id-dhul principali mit-triq ghandu zewg biebien. Dak tan-naha ta' barra li jaghti

fuq it-triq huwa bieb tal-aluminju u dak tan-naha interna huwa bieb tal-injam tat-tip Iroko. Kif tidhol gol-Fond hemm kamra kbira li sservi tlitt funzjonijiet, jigifieri ta' living/kitchen/dining, jigifieri kamra tal-ghijxien, kcina u kamra tal-ikel. Din il-kamra hija niexfa minn kull umdita, hija imzejna b'bicciet ta' gebla tal-franka (stone cladding) u b'soffit (bulkhead) bid-dawl installat fih. Il-Fond m'ghandux meter tad-dawl elettriku ghax dan huwa imnehhi. Sabiex dan jerga jigi installat, bi prezz stabbilit (circa Eur700) mill-Enemalta plc, irid isir certifikat minn Perit Arkitett fejn jiddikjara li l-post ma fihx kontravenzjonijiet ta' permessi tal-ippjanar u l-bini.

Kuridur (Corridor 1) dejjaq iwassalek ghall-kamra tal-hasil li hi mghammra b'toilet, shower bil-cubicle u vit ghall-bieqja tal-ilma (sink), pero din il-bieqja ma tezistix. Din il-kamra hija mghammra b'madum tac-ceramika mall-hajt, bi flushing tat-toilet mohbi gol-hajt ghall-aktar kumdita u apparenza; u bieb tal-injam glazed bil-hgieg (glazed door).

Ezatt magenb din il-kamra jinsab tarag garigor (spiral staircase) maghmul minn pjanci tal-hadid mizbugh u mwahhal mal-hajt u li fih abbinat u mdawwar mieghu poggaman sabieh tal-istainless steel u f'kundizzjoni tajba (ghalkemm ghandu xi ftit tas-sadid f'x bnadi). Dan it-tarag garigor iwasslek ghall-pjan

tal-kantina (basement) izda qabel tinzel hemm bieb wiesgha tal-aluminium u tal-hgieg (sliding) li jaghti ghall-bitha tal-pjan terran (ground floor). Nofs din il-bitha ghandha l-art tal-madum tac-ceramika u n-nofs l-iehor huwa hgieg fuq frame tal-aluminium minn that u li dan il-hgieg iservi bhala skylight kbira li taghti d-dawl lill-pjan tal-kantina (basement). Fit-tarf u ghalhekk fin-naha ta' gewwa tal-bitha tinsab opramorta ta' tlitt filati bir-railing li taghti ghax-shaft li jinsab fil-basement.

Il-kantina (Basement Level) hija accessibli biss permezz tat-tarag garigor. F'dan il-livell jezistu zewg kmamar fuq in-naha tat-triq u kamra (kuridur) ohra ta' storage taht l-art tal-hgieg imsemmija aktar il-fuq f'dan ir-rapport.

Taht il-kamra tal-hasil u tal-kamra principali tal-pjan terran tal-Living/Kitchen/Dining, jinsabu zewg kmamar. Dawn huma msemmija f'Dokumenti A u B bhala Store 1, Store 2. Kamra minnhomm tigi ezatt taht

il-bankina tat-triq (Store 1) u din ghandha hitan umduzi. It-tieni kamra (Store 2) li tinsab bejn Store1 u t-tarag garigor, hija b'hitin umduzi wkoll; ghalkemm inqas minn Store 1. Skont il-ligi sanitarja dawn m'humix kmamar abitabbli minhabba li m'ghandhomx access ghall-arja u dawl diretti.

Store 1 u Store 2 ghandhom Sistema ta' channels tal-azzar iggalvanizzat li mid-dehra, sa ftit zmien ilu kienu jifilhu xi forma ta' hajt temporanju biex iservi ta' l-qugh tal-umdata. Fil-fatt jezistu bicciet tal-waterproof membrane wieqaf bejn dan l-azzar u il-hitin.

Fuq ix-xaqliba l-ohra tat-tarag garigor tinsab kamra ohra li tista isservi ta' kamra tas-sodda u din ghandha bitha nterna (shaft) li toffri dawl u arja ghall-barra lil din il-kamra. Il-hitin u l-art tax-shaft huma miksiya b'madum ta-ceramika ta' kulur beige. Il-bieb li jaghti ghal din il-bitha nterna huwa tal-aluminju ta' kulur bronz u huwa bil-hgieg matul il-panella kollha. Bejn it-tarag garigor u din il-kamra jezisti kuridur (Corridor3), speci ta' kamra zghira, b' saqaf tal-hgieg fuq frame ta' sezzjonijiet tal-aluminju iswed. Din il-kamra mdawwla bl-iskylight ghandha hajt iddekorat bil-gebla tal-franka (stone cladding). Kemm il-kamra tas-sodda u kif ukoll Corridor 3 hitin umduzi u dan wisq probabbli huwa minhabba li l-umdata qed tghaddi ghall tlitt ragunijiet. L-

ewwel, l-umdità qed tghaddi mill-hitan ta' mal-genb, it-tieni mis-saqaf ta l-skylight li f'certi partijiet minnu huma b'certa hsara minima imma li qed jghaddi l-ilma tax-xita u t-tielet raguni hija li gandott miftuh (open gutter) li jinsab fil-bitha tal-pjan terran jaghti għall-sistema ta' pajpijiet li huma difettuzi.

Bizzejjed wiehed jghid li l-inzul ta' dawn il-pajpijiet jinsabu mogħttija u magħluqa go kaxxa wieqfa ta' gypsum boarding kif jidher f'ritratt Nru. 20 f'Dok C.

Iridu jingħaddu zewg affarijiet:

Fl-Ewwel Lok: Filwaqt li l-kuntratt tal-bejgh (tal-akkwist) (ara Dok D) isemmi li l-Fond għandu bir in komuni mal-proprjeta adjacenti, l-esponent sab f'dan l-access li fil-fatt m'hemm l-ebda bir. Il-probabilta hi li l-inkwilin ta' dan il-fond, bi qbil mal-girien, haffer volum ta' materjal hdejn il-bir li kien hemm ezistenti (dejjem skont il-kuntratt originali ta' xiri ddatat 16 ta' Lulju 2009 u ikkonverta (i) l-bir u (ii) l-arja mahluqa gdid (arja eskavata) f'sular kantina (basement) li huwa l-livell tal-erba' kmamar li jezistu bhalissa, jigifieri Store 1, Store 2, Corridor 3 u Bedroom kif muri fil-pjanta Dok A. Dan sar b'mod studjat hafna

ghax l-gholi tal-kmamar inzamm dak aktar mill-qis legali ta' 2.6metri, (attwalment dan l-gholi huwa ta' 2.7m), u ghalhekk il-kmamar jistghu jigu abitati, kamra (spazju) minnhom inzamm biex isservi bhala skylight ghall-kumplament tal-ispazji tal-basement u fl-ahharnett sar shaft li jaghti mill-bitha ghall-kantina li dan iservi lil-kamra ta' wara mahluqa gdida bhala bedroom.

Nota: Rigward Store 1 u Store 2, allavolja ghandhom gholi ta' 2.7m li hu aktar mill-minimu permessibli, skont il-ligi sanitarja dawn jibqghu m'humieq kmamar permessi bhala abitabbli minhabba li m'ghandhomx access ghall-arja u dawl diretti. Madanakollu xorta wahda tista' tinghata koncessjoni mill-Awtorita tal-Ippjanar sabieq wahda jew tnejn minn dawn il-kmamar jistghu jintuzaw bhala abitabbli jekk tigi applikata l-iskema ta' regolarizzazzjoni.

Fit-Tieni Lok: Gie innotat li matul dan l-ahhar xhur jew ftit snin, gie mwahhal pajp tal-plastik (katusa) ta' kulur abjad, ta' diajametru 0.15metri (sitt pulzjeri), li jservi ta' water drain ghal terzi u wisq probabbli ghall-inkwilini tal-Fond sovrappost ghal Nru. 38. Dan setgha sar mill-girien jigifieri l-inkwilini imsemmija, twahhal mal-hitan tal-bitha tal-Fond Nru 38 u jibqa' ghaddej mwahhal u li jista' jwassal ilmijiet mill-fond sovrappost ghan-naha ta' wara tal-

Fond Nru 38. Matul l-access mill-esponent ma setghax jigi kkonfermat fejn jitwasslu l-ilmijiet li jghaddu minn dan il-pajp ghax it-tarf tieghu ma setghax jigi stabbilit.

Kunsiderazzjonijiet ahharija: Il-Fond Nru. 38 jinsab bla ghamara, minghajr fittings tal-kcina u tal-kamra tal-ikel (Dining). Il-kundizzjoni tas-sistema tal-ilma imwassla sal-kamra tal-hasil ma jistghax jigi kkonstatat ghaliex is-sistema tal-pajpijiet hija mirduma fil-hajt. L-art tal-Fond kollu hija miksija b'madum tac-ceramika u pjuttost hija ta' sekonda klassi. Il-livell kollu tal-kantina (basement) huwa umduz u jehtieg certu ammont ta' spejjez sabiex jigi misjub (rendered) li huwa tajjeb ghall-ghixien ta' kuljum u ta' kumdata. Mandankollu il-Fond huwa arjuz u mdawwal bl-eccezzjoni taz-zewg kmamar tal-basement (Store 1, Store 2). F'dawn l-ahhar xhur jew ftit snin sar attentat sabiex il-Fond jintuza facilment u fi stat ta' sahha ambjentali tajba billi twahhlu ic-channels tal-azzar halli dawn ikun jifilhu panelli biex jghattu l-umdata.

PIZIJIET, KIRJIET U JEDDIJIET OHRA SEW REALI KEMM PERSONALI LI DIN IL-PROPJETA HIJA SOGGETTA GHALIHOM.

L-esponent gie mitlub ifiser il-pizijiet, kirjiet u jeddijiet ohra, sew reali kemm personali, li din il-propjeta hija soggetta ghalihom.

L-informazzjoni hawn that imsemmija hija kif mitlub fid-digriet u migbura mid-dokumentazzjoni moghtija mall-inkartament, kif ukoll mill-access li sar fuq il-Fond, u ghalhekk hija sad-data ta' dan id-dokument.

Mill-pozizzjoni tal-Fond jirrizulta li jezisti dritt ta' manutenzjoni ta' pajp tal-ilma li twahhal minn terzi fil-bitha ta' Nru 38. Ma hux maghruf jekk dan sarx bi qbil mal-inkwilini tal-Fond Nru 38 jew inkella sar klandestinament waqt li l-Fond ma kienx qed ikun uzat. Bi probabilita kbira id-dritt ta' spill ma jistghax jigi attackat legalment minhabba l-moghdija taz-zmien (xaharejn) aktar minn dak imsemmi fil-ligi.

Altrimenti, apparti mid-dritt ta' manutenzjoni ta' dan il-pajp kif deskritt hawn fuq, jirrizulta li ma jezisti l-ebda dritt ta' passagg jew drittijiet ta' servitu ohra. Dan ghalieq skont is-deskrizzjoni li tinsab fil-kuntratt ta' bejgh fl-Atti tan-Nutar Ivan Barbara. Kif muri fis-sintezi (immarkata Dok F) tal-Kuntratt ta' Akkwist iddatat 16 t' Lulju 2009 maghmul min-Nutar Dr. Ivan Barbara, dan il-Fond hu deskritt kif gej f'dan l-estratt muri hawn taht:

'the groundfloor tenement officially numbered thirty-eight (38), formerly numbered twenty nine (29), in Farsons Street, Hamrun, including the backyard, underlying third party property, that is, without its airspace, having a well in common with the adjacent property. Said tenement was sold and transferred to purchasers as free and unencumbered, free from any groundrents and/or other rights of third parties with all its rights and appurtenances and with free and vacant possession'.

Ghalhekk huwa kkonfermat li Brian u Elena Catalina konjugi Borg, akkwistaw dan il-Fond inkluz il-bitha ta' wara, 'sottostanti proprjeta ta' terzi, appogg mal-proprjeta adjacents ta' terzi ukoll, liberu u frank

L-AHHAR TRASFERIMENT

L-esponent gie mitlub ifisser l-ahhar trasferiment tal-Fond in-kwistjoni.

L-esponent talab ghal din l-informazzjoni minghand il-Bank Kreditur.

Sad-data ta' dan ir-rapport, il-Bank Kreditur ipprovda kopja ta' att ta' trasferiment ta' bejgh, ddatat 16 ta' Lulju 2009 fl-Atti tan-Nutar Ivan Barbara u kif ippublikat mir-Registru Pubbliku li jindika l-akkwist tal-proprjeta kif ukoll l-ahhar trasferiment.

Ghalhekk, l-informazzjoni hawn imsemmija hija kif mitlub fid-digriet u migbura mid-dokumentazzjoni moghtija mill-Bank Kreditur, sad-data ta' dan id-dokument.

VALUTAZZJONI TAL-FOND

Bhala rizzultat tal-analizi tal-propjeta, hija l-opinjoni tal-Perit Tekniku li:

Il-Fond bin-Numru 38, (gia 29), fi Triq Farsons, il-Hamrun, eskluż l-arja, li jinsab fil-pjan terran, pero inkluz is-sottosual qieghed jigi ivvalutat bil-prezz ta':

Mija u Sebghin Elf Ewro (€170,000).

Tant ghandu l-esponent jossottometti ghall-gudizzju ta' din l-Onorabbli Qorti.

Iffirmat:

Perit Milan Zdravkovic B.E. & A. (Hons.)

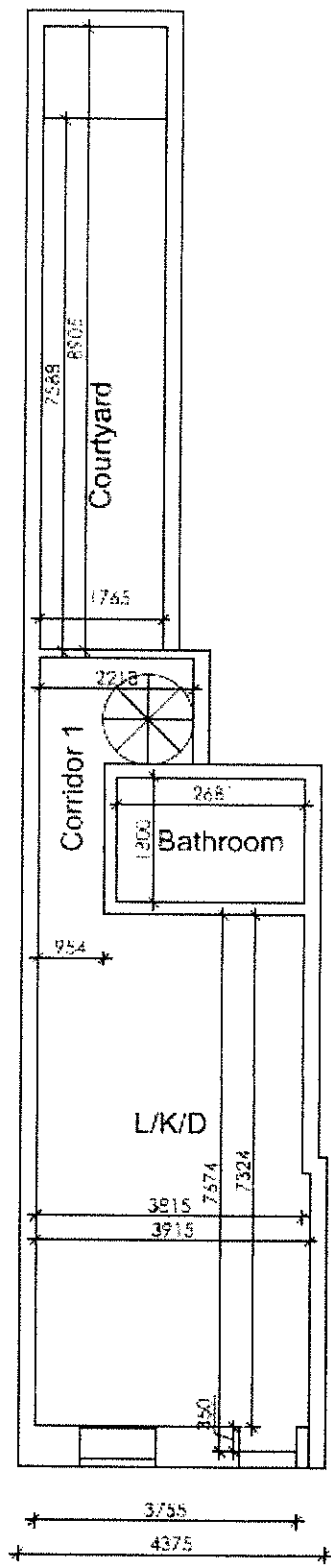
Carina Abdilla
Deputat Registratur

Illum 03 JUL 2023
Ipprezentata mill- Perit M. Zdravkovic
B'/bla dok Sebghin dokumenti
(7)

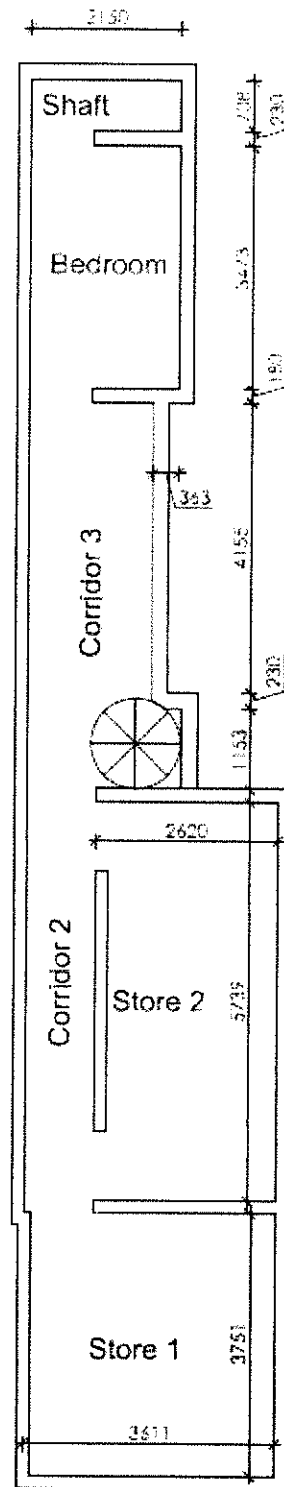
Illum <u>10 ta' Lulju 2023</u>
Deher il-Perit Legali / Tekniku <u>Milca Zdravkovic</u>
Li wara li ddikjara li thallas l-ammont illu dovut, halef/halfet li qeda/qdlet fedelment u onestament l-inkarigu moghti lilu/ha.
 Deputat Registratur

LISTA TA' DOKUMENTI

- DOK. A:** Pjanta tal-Fond Nru 38, Triq Farsons, Hamrun.
Livell -1: Basement. Livell 0: Ground Floor.
- DOK. B:** Skeda ta' qisien ta' arja taz-zewg livelli tal-Fond 38.
- DOK. C:** Ritratti.
- DOK. D:** Kuntratt ta' akkwist minn Brian u Elena Catalina konjugi Borg, maghmul min-Nutar Ivan Barbara nhar is-16 ta' Lulju 2019.
- DOK. E:** Pjanta li hi annessa mal-kuntratt ta' akkwist (Dok D), tal-Fond Nru 38, Triq Farsons, Hamrun.
- DOK. F:** Kopja ta' ittri lill-intimati.
- DOK. G:** Sintezi tal-kuntratt ta' Akkwist iddatata 16 ta' Lulju 2019.



Ground Floor



Basement

FOND Nru. 38, TRIQ FARSONS, HAMRUN

SKEDA TA' QISIEN [rif. Pjanta tal-Fond Dok A

Dok B

Ground level (Level 0)	Area (m2)
Living/Kitchen/Dining	32
Corridor 1	6.5
Bathroom	6
Courtyard	18.5
Total	63

Basement level (Level-1)	Area (m2)
Store 1	14.5
Store 2	14.5
Bedroom	8.5
Corridor 2	11.5
Corridor 3	11.5
Shaft	2.5
Total	63

PHOTOSHEET
38, (gia 29), Triq Farsons, Hamrun
External viewpoints



Ritratt 1 (21 February 2023)



Ritratt 2 (06 APRIL 2023)



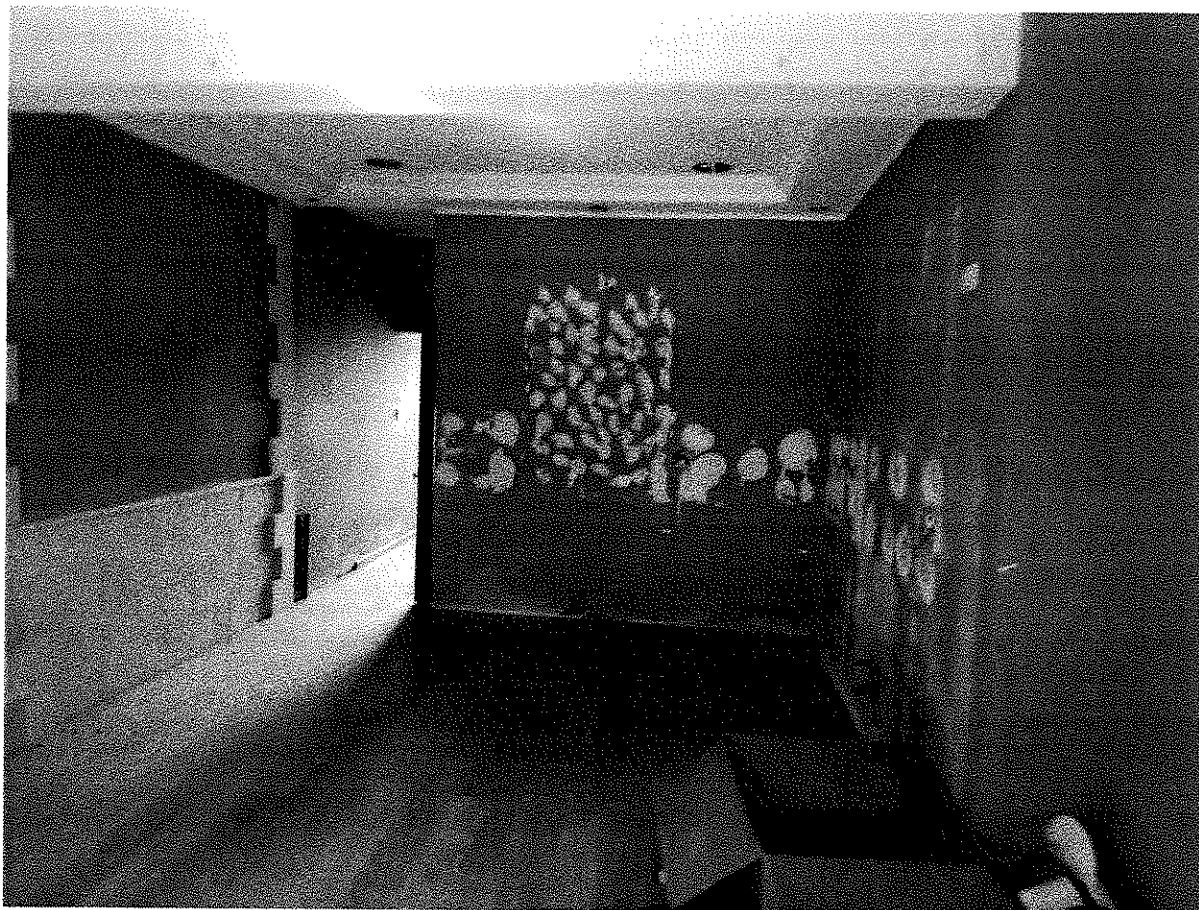
Ritratt 3 (06 APRIL 2023)



Ritratt 4 (06 APRIL 2023)



Ritratt 5 (06 APRIL 2023)



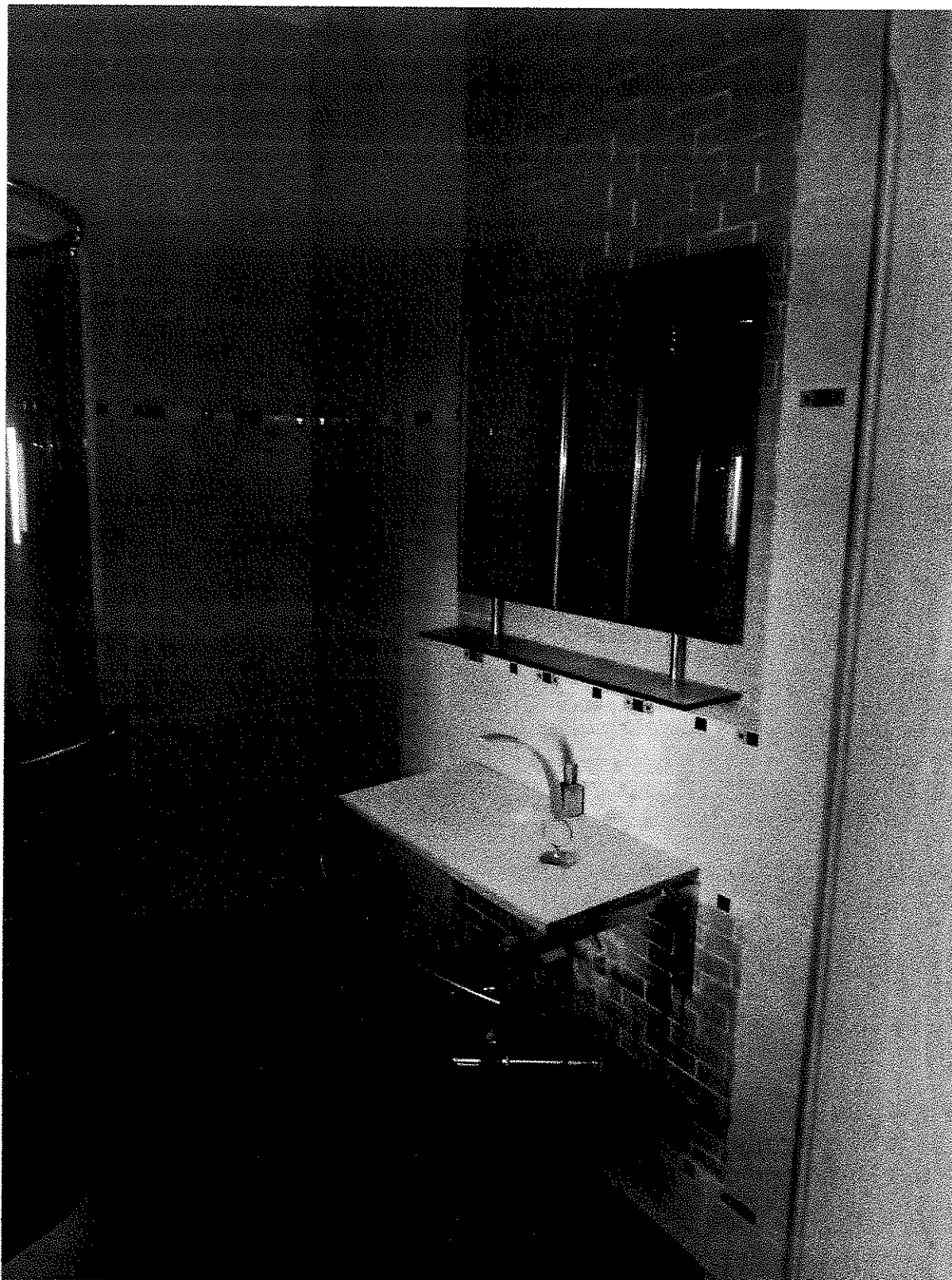
Ritratt 6 (06 APRIL 2023)



Ritratt 7 (06 APRIL 2023)



Ritratt 8 (06 APRIL 2023)



Ritratt 9 (06 APRIL 2023)



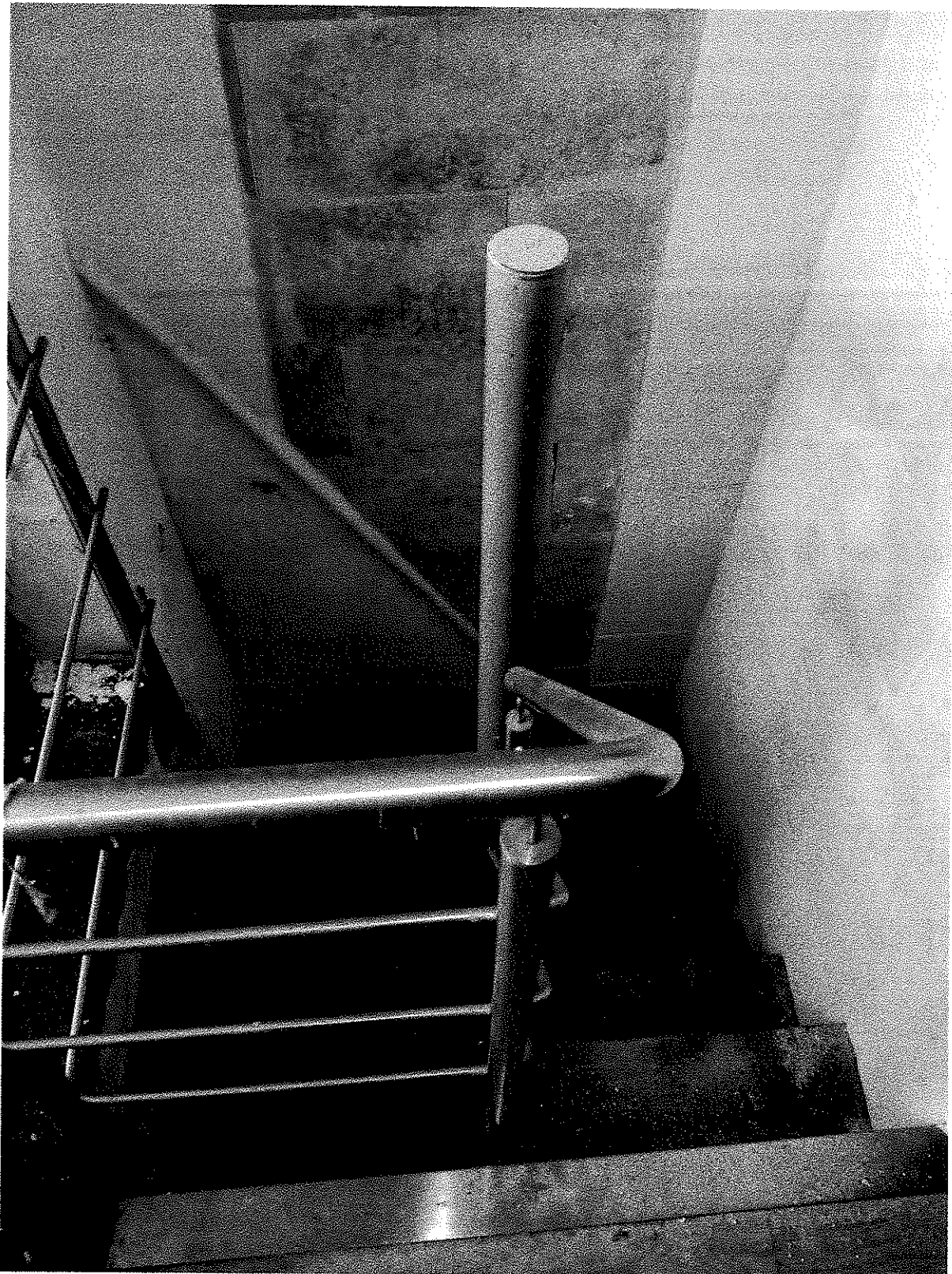
Ritratt 10 (06 APRIL 2023)



Ritratt 11 (06 APRIL 2023)



Ritratt 12 (06 APRIL 2023)



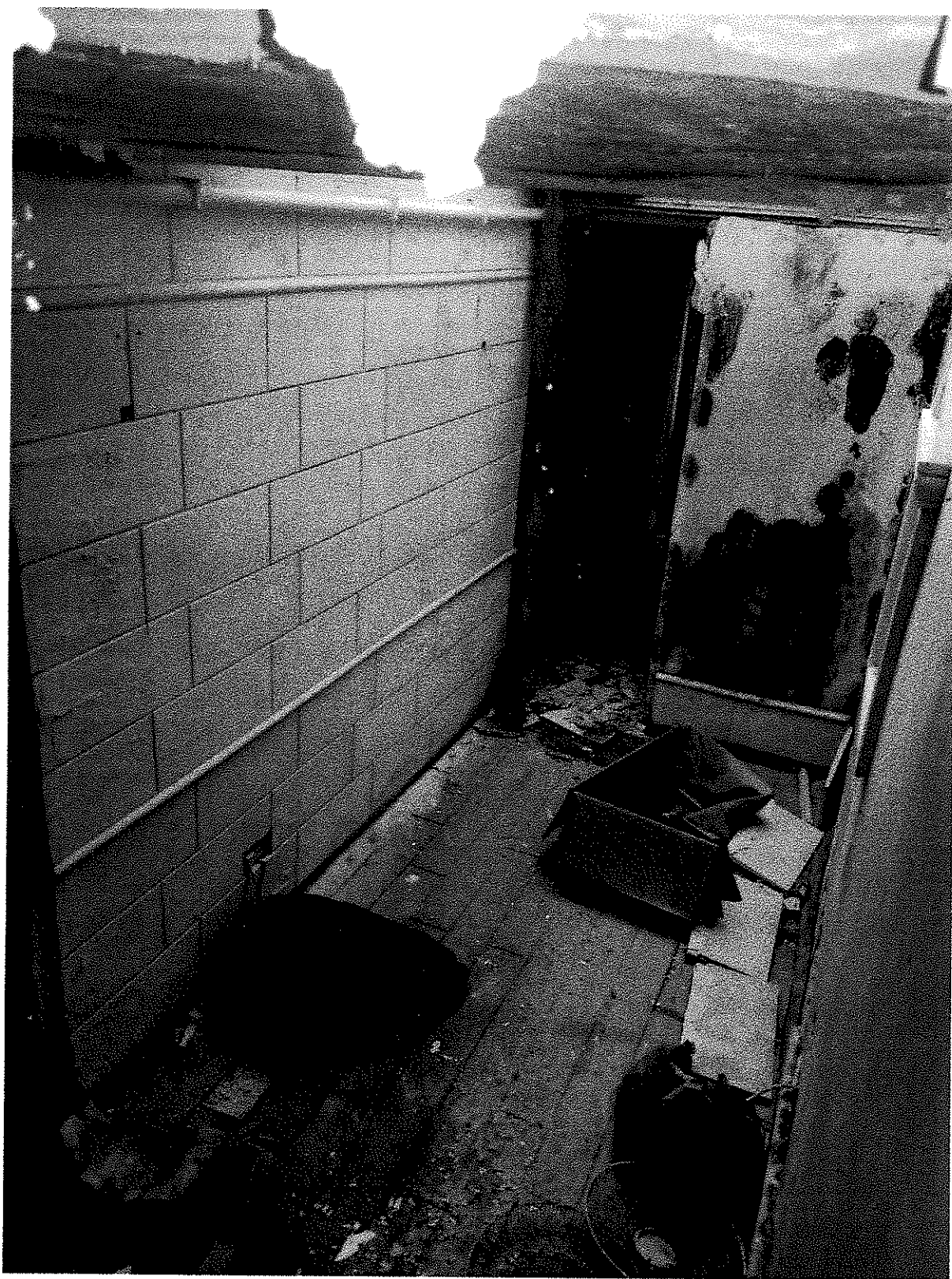
Ritratt 13 (06 APRIL 2023)



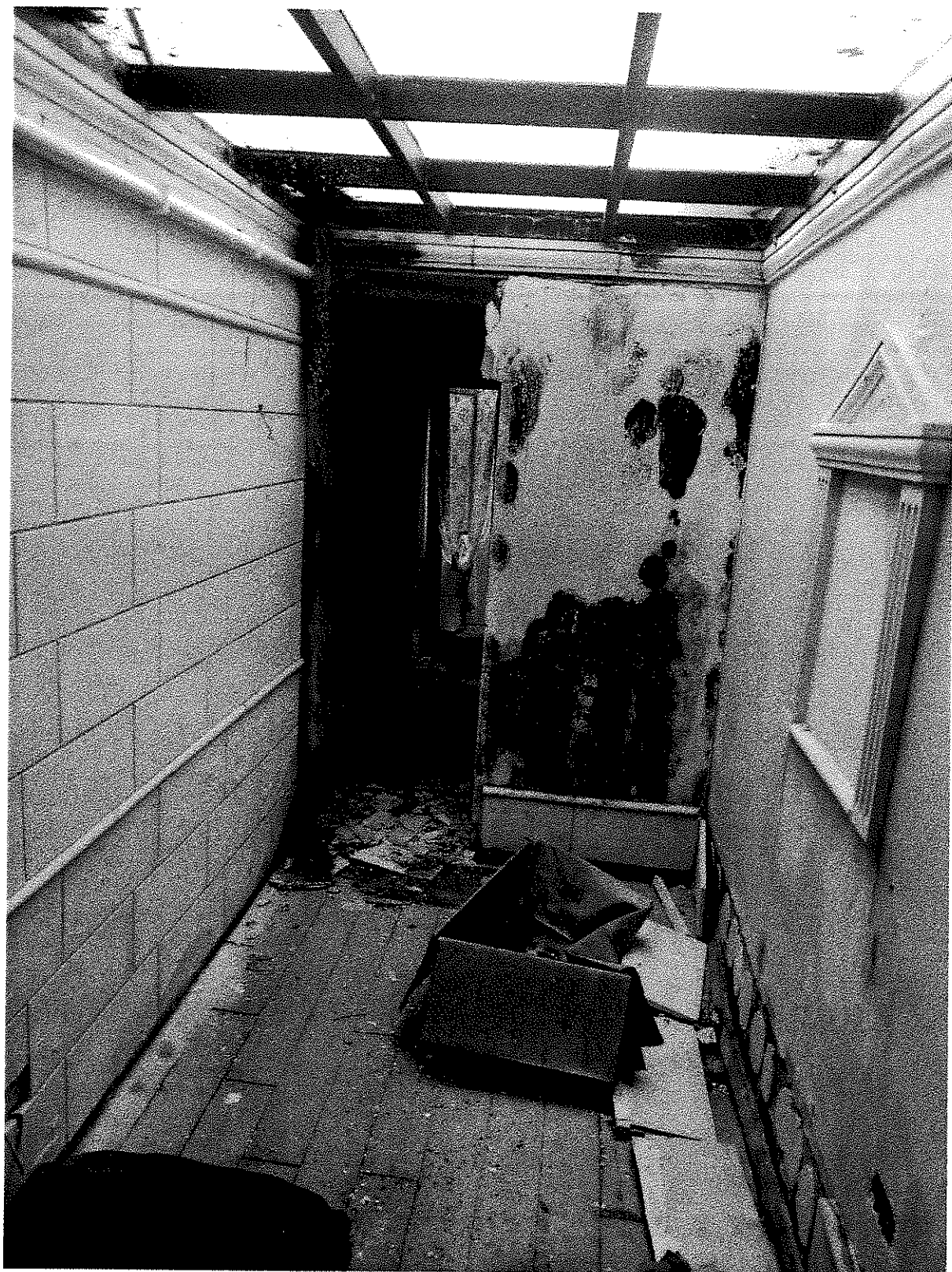
Ritratt 14 (06 APRIL 2023)



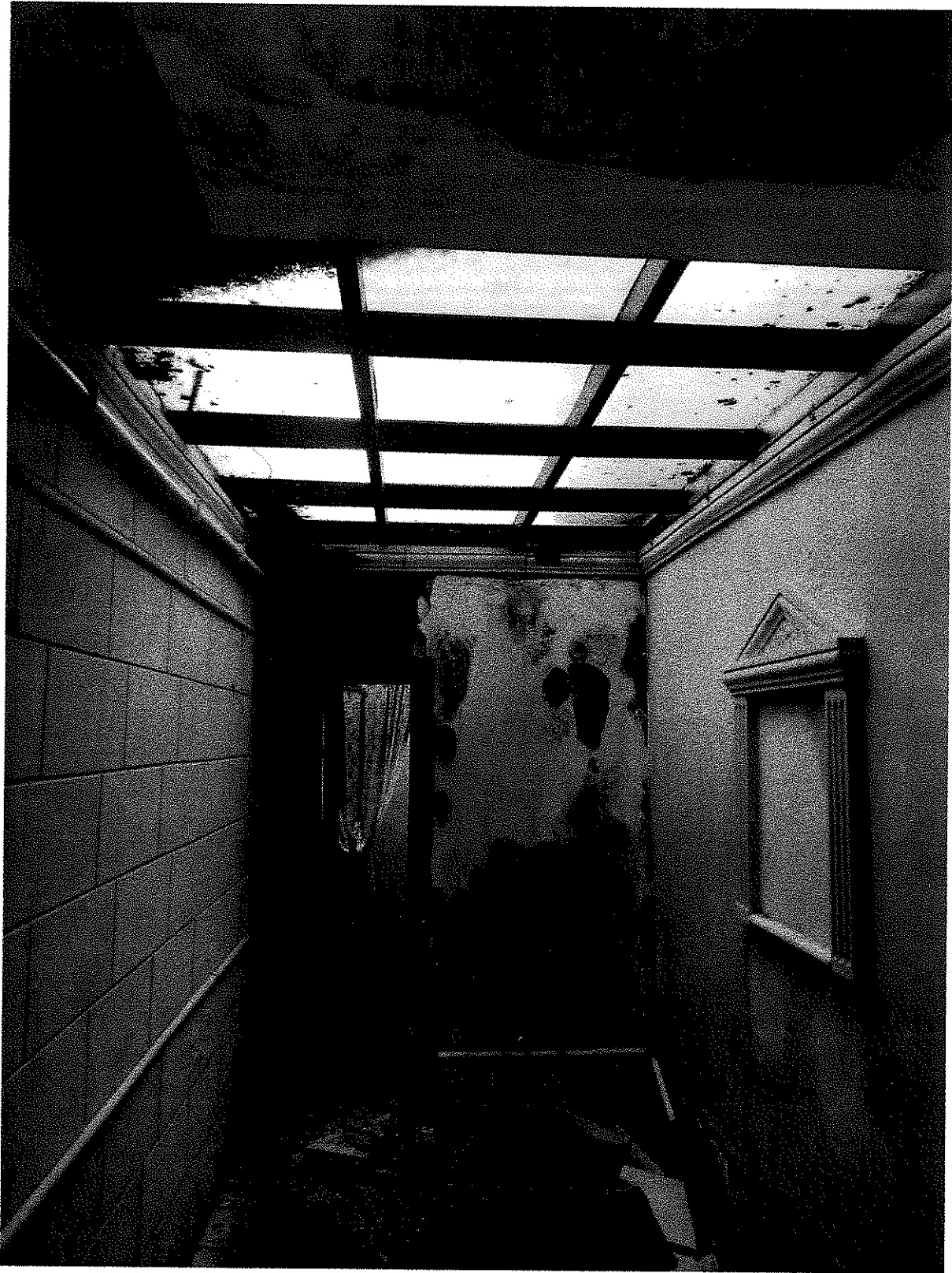
Ritratt 15 (06 APRIL 2023)



Ritratt 16 (06 APRIL 2023)



Ritratt 17 (06 APRIL 2023)



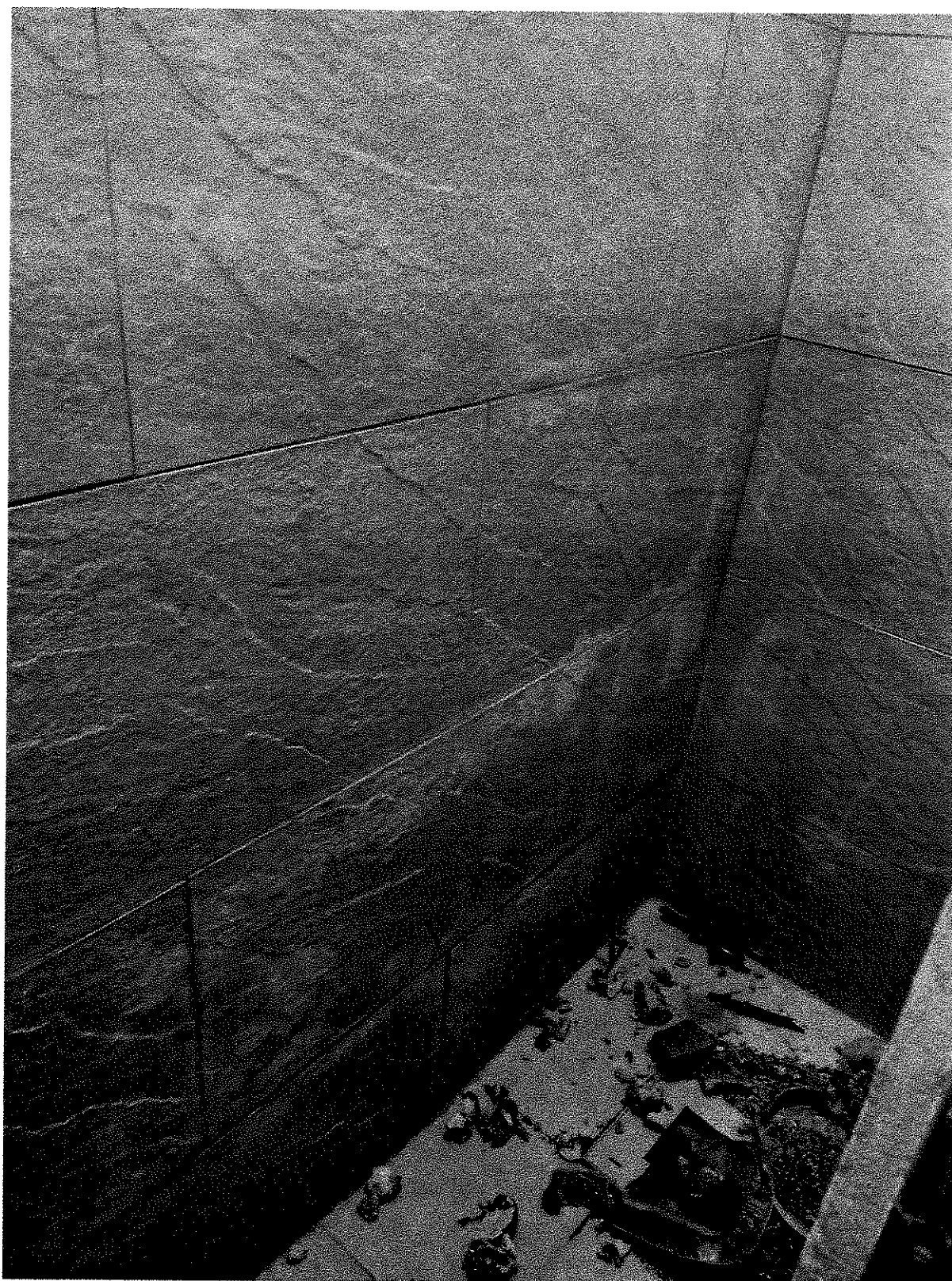
Ritratt 18 (06 APRIL 2023)



Ritratt 19 (06 APRIL 2023)



Ritratt 20 (06 APRIL 2023)



Ritratt 21 (06 APRIL 2023)



Ritratt 22 (06 APRIL 2023)



Ritratt 23 (06 APRIL 2023)



Ritratt 24 (06 APRIL 2023)



Ritratt 25 (06 APRIL 2023)



Ritratt 26 (06 APRIL 2023)



Ritratt 27 (06 APRIL 2023)



Ritratt 28 (06 APRIL 2023)



Ritratt 29 (06 APRIL 2023)



Ritratt 30 (06 APRIL 2023)



Ritratt 31 (06 APRIL 2023)

261

DOK D

Today, the sixteenth (16th) day
of July, of the year two
thousand and nine (2009).

Before me, Doctor of Laws, Ivan Barbara, a
Notary Public in Malta, duly admitted and sworn, have
personally appeared, duly identified by me by means of the
hereinmentioned official documents:

Of the First Part:

Doctor of Laws **Helen Borg Muscat**, wife of
Joseph Muscat, daughter of Julian Borg and Mary Anne
nee' Debono, born in Attard and residing at Birzebbuga,
holder of identity card number 189967(M), who is
appearing hereon for and in representation of **HSBC Bank
Malta p.l.c.**, duly authorised to appear hereon hereinafter,
so nomine, referred to as "the Bank".

Of the second part:

Brian George Borg, employee, son of
Joseph and Mary nee' Cachia, born in Pieta', and residing
at Kalkara, Capuchins Street, number twenty (20), holder
of identity card number 10576(M) together with his wife
Elena-Catalina Borg, daughter of Gheorghe Pislaru and
Valentina nee' Bolocan, born in Pirsco, Romania, and
residing at Kalkara, holder of identity card number
31482(A), in solidum between themselves, to be referred to
hereinafter as "the customers or the purchasers" as the
case may be.

Of the third part:

Christopher Meilak, Manager, son of
Carmel and Anna nee' Aquilina, born in Pieta', and
residing at number thirty eight (38), Farsons Street,
Hamrun, holder of identity card number 390777(M),
together with his wife **Joanne Meilak**, daughter of Joseph
Aquilina and Mary nee' Borg, born in Pieta', and residing
at Hamrun, holder of identity card number 480080(M),
hereinafter referred to as "the Vendors".

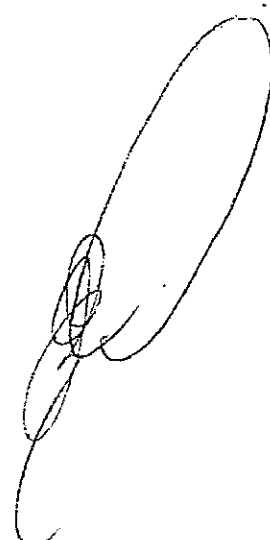
Whereas the customers have, jointly and severally between themselves, requested the Bank to grant them on loan the sum of sixty three thousand Euros (€63,000) so that they may purchase the immovable described in the second part of this deed and as security the customers have offered the bank, in solidum between themselves, a **General Hypothec** for the said sum of sixty three thousand Euros (€63,000) on all their property, present and future, as well as a **Special Hypothec** for the sum of sixty three thousand Euros (€63,000) on the said immovable over and above the Special Privilege competent to the Bank on the same immovable in terms of law.

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

Now, therefore, in virtue of the first part of this deed, ~~the Bank hereby declares to accede and hereby grants on loan, to the customers, who accept, the sum of sixty three thousand Euros (€63,000), which sum, the Customers delegate the Bank, which accepts, to pay directly to the Vendors in the second part of this deed as part and in full settlement of the purchase price of the immovable being purchased hereon.~~

In warranty of the proper observance of the conditions of this deed, and in particular of the repayment of the loan and the payment of interest accruing thereon, the customers, jointly and severally between themselves, hereby constitute in favour of the Bank, which accepts, a **General Hypothec** for the said sum of sixty three thousand Euros (€63,000) on all their property, present and future, as well as a **Special Hypothec** for the sum of sixty three thousand Euros (€63,000) on the said immovable over and above the Special Privilege competent to the Bank on the same immovable in terms of law.

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 Customers from

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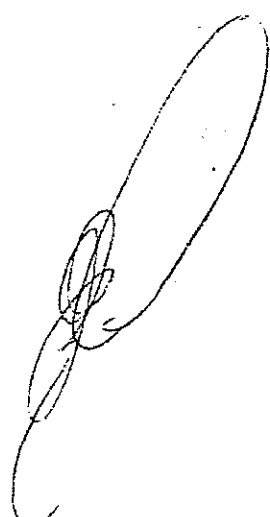
time to time in accordance with recognized banking practice.

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 Customers accordingly.

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

The Events of Default referred to above are the following:

- a) if it should become apparent to the Bank that any matter disclosed, warranted or represented to the Bank by or on behalf of the Customers was or has become, materially or adversely, misleading or incorrect;
- b) any failure by the Customers to pay any sum due whether of principal, interest, fees or charges, due by the Customers under the deed of loan, and/or sanction letter and in the manner stipulated in the deed of loan and/or sanction letter;
- c) any failure by the Customers to repay or discharge in full any of their indebtedness (whether owed as principal or surety) to the Bank or any other party;
- d) any failure by the Customers to comply with the terms and conditions of this deed of loan and/or the sanction letter, which the Bank may reasonably consider material;
- e) any breach or event of default under any other agreement in respect of any borrowings by the customers;

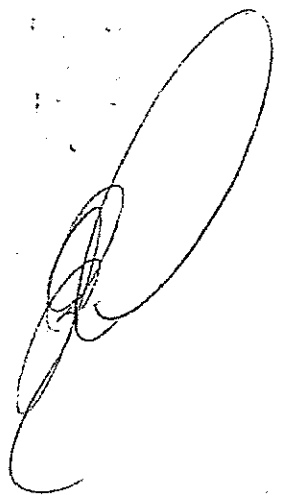


- f) the cessation (or threatened cessation), transfer, transmission or assignment (whether by agreement, operation of the law, or otherwise) of the whole or substantial part of the customers' business or of the customers' beneficial interest in it or control of it or an act whether of the customers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

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

It is also being hereby agreed that:-

(1) All fees and expenses in connection with this deed shall be paid by the customers, who further undertake to refund to the Bank all expenses, including legal fees and administrative charges, incurred for bringing up to date, from time to time, the searches into the customers liabilities and transfers, and for maintaining in good order the Bank's rights and guarantees, including Insurance/Assurance policies, to the satisfaction of the Bank, and in its sole and absolute discretion. The Bank



shall retain in its possession the searches into the liabilities and transfers of the customers until the loan is paid in full.

(2) If so requested by the Bank, the customers undertake to insure their property and life against all normal risks with a reputable insurance company, and to have the Bank's interest noted on the relative insurance policy. Furthermore, the customers authorise the Bank to effect any insurance on said property and life as the Bank may deem fit at the customers' sole expense.

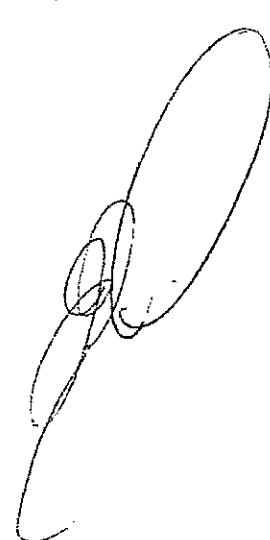
(3) It is hereby being declared by me, the undersigned Notary, that the property situated in Hamrun, and hypothecated by the customers in favour of the Bank does not form part of a Land Registration Area.

The customers authorise the Bank to apply to the Land Registrar for the registration of the property above described, and the registration of the charge constituted in virtue of this deed should the immovable or the charge become registrable in the Land Registry. The Bank shall also have the right to keep in its possession, until repayment in full, of all sums owing to it, all Certificates of Title and Certificates of Hypothec or Cautionary Hypothec. The customers authorise the Bank to keep the said Certificates in deposit with the Land Registrar, and in this case, such certificates shall not be collected or taken therefrom without the Bank's consent and authorisation.

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

(5) The customers undertake 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

A large, stylized handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and somewhat abstract, with a large loop at the top and a long, sweeping tail that curves back towards the left.

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

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

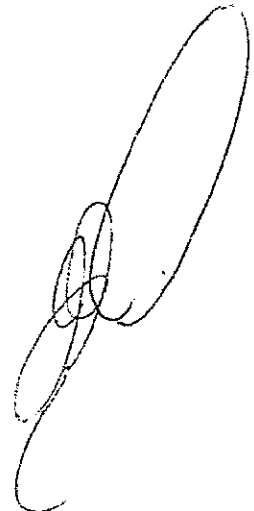
(7) The Customers acknowledge that the Bank has obtained legal advice on the title to the property hypothecated on this deed for the purpose of effecting its risk assessment of the lending. The Customers are not relying on the Bank's decision to lend, as proof of title of the property being hypothecated

~~(8) The conditions of this deed shall be governed and construed in accordance with Maltese Law and the Maltese courts shall have non-exclusive jurisdiction to any dispute.~~

In virtue of the second part of this deed, the vendors hereby sell, transfer and convey unto the purchasers, who, in solidum between themselves, accept, purchase and acquire, the groundfloor tenement officially numbered thirty eight (38), formerly numbered twenty nine (29), in Farsons Street, Hamrun, including the backyard, underlying third party property, that is, without its airspace, having a well in common with the adjacent property. Said tenement is being sold and transferred to purchasers as free and unencumbered, free from any groundrents and/or other rights of third parties, with all its rights and appurtenances, and with free and vacant possession.

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

1. In consideration and for the price of seventy thousand Euros (€70,000), out of which price, the vendors declare to



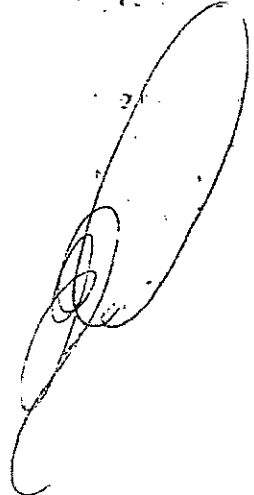
have already received the sum of seven thousand Euros (€7,000) from the purchasers as deposit on account of the purchase price. The Bank, in execution of the delegation made to it by the purchasers earlier on in this deed, is hereon paying to the vendors, who accepts the balance in settlement of the selling price amounting to sixty three thousand Euros (€63,000), for which entire price, the vendors give unto the purchasers, who accept, due receipt and acquittance. Hence, the Bank reserves for itself the Special Privilege competent to it by law on the abovementioned immovable property.

2. In warranty of the peaceful possession and real enjoyment of the property herein sold, the vendors hereby hypothecate in favour of the purchasers, who accept, all their property in general, present and future.

3. Vendors declare that the ground floor tenement sold and transferred has been built with valid legal building permits and according to these same permits which have all been paid, and also built according to accepted standards of workmanship. Furthermore, vendors warrant that the property transferred is free from any hypothecs and/or charges burdening the same, and is also being sold without any defects, latent or otherwise. Vendors also warrant that the property abovementioned is not requisitioned or expropriated and that it is free from any plan of development by the Government and/or any other Local Authority. Finally, vendors warrant that the tenement abovementioned is not the subject of a pending lawsuit against them before any Court or competent tribunal in Malta, and that the property abovementioned is free from any claims of third parties regarding party walls, nor has any third party acquired rights of any nature upon said property.

4. All unpaid bills, as regards the tenement hereby transferred to the purchasers, up to the date of this deed, are to be exclusively borne by the vendors, who shall continue to be responsible for their payment.

5. The purchasers shall have no right to receive, nor any obligation to pay compensations for party walls (appoggi).

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Fees, expenses and duty relative to the deed shall be paid by the purchasers, whilst the Final Capital Gains Tax has to be paid by the vendors. Agency Fees are not due as being declared by both parties.

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

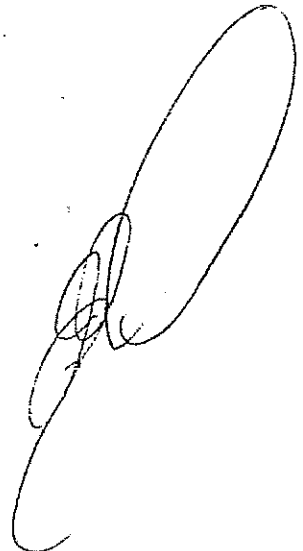
(i) Duty on Documents amounts to two thousand four hundred and fifty Euros (€2450).

It is hereby being declared by the purchasers that they are purchasing the abovementioned property as their sole and ordinary residence. The purchasers are making such declaration after the undersigned notary warned them about the importance of the truthfulness of this declaration of theirs.

It is hereby being declared that purchasers had already provisionally paid the sum of seven hundred Euros (€700) upon registration of the preliminary agreement, in virtue of a receipt dated thirteenth (13th) January, of the year two thousand and nine (2009), bearing the number two nine four seven five eight (294758), which is being attached to this deed and marked as document letter "A". Therefore, the balance of duty payable on this deed amounts to one thousand seven hundred and fifty Euros (€1750).

(ii) Vendors acquired the tenement transferred on this deed by title of donation from Joseph and Mary, spouses Aquilina, in virtue of a deed in the records of Notary Doctor Marthese Felice, dated eighteenth (18th) day of December, of the year two thousand and six (2006).

Joseph and Mary, spouses Aquilina, acquired the tenement transferred on this deed, from Saviour Casha and Evelyn Collett, in virtue of a deed of sale in the records of Notary Doctor Maurice Gambin, dated twentieth (20th) day of January, of the year two thousand and three (2003).

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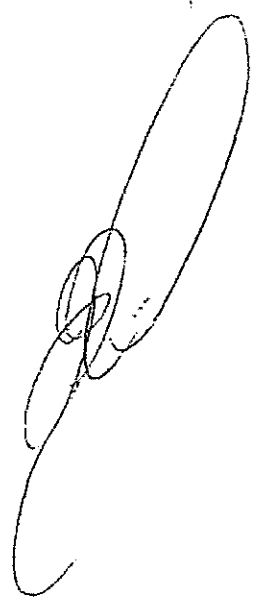
Saviour Casha and Evelyn Collett, acquired the abovementioned tenement, subject of this sale, by title of succession from their late sister Antoinette Casha, who died intestate on the twenty ninth (29th) day of March of the year one thousand nine hundred and ninety nine (1999), and hence her estate devolved upon her two siblings, brother Saviour Casha and sister Evelyn Collett.

Antoinette Casha acquired the tenement transferred on this deed, from Nazzarenza Micallef and others, in virtue of a deed of sale in the records of Notary Doctor Paul Pullicino, dated twenty first (21st) day of January, of the year one thousand nine hundred and sixty one (1961).

(iii) For the purposes of the Income Tax Act of the year one thousand nine hundred and ninety three (1993), it is hereby being declared that the vendors are paying Provisional Tax at the rate of seven per cent. (7%), amounting to four thousand nine hundred Euros (€4900).

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

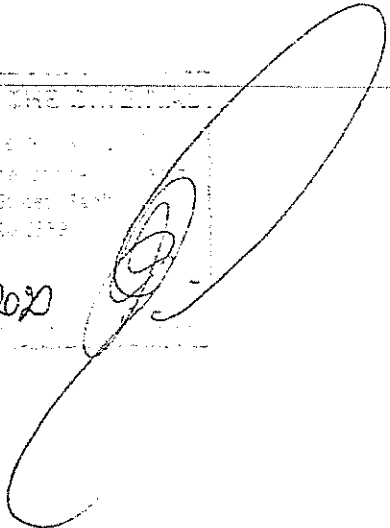
This deed was executed, read and published, after due explanation by me of its contents, in terms of the law, in Malta, Valletta, Merchant Street, number thirty two (32).

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Signed:-

Dr. Helen Borg Muscat (HSBC)
Brian George Borg
Elena-Catalina Borg
Christopher Meilak
Joanne Meilak
Dr. Ivan Barbara
(Notary Public, Malta)

NOTARY PUBLIC
Dr. Ivan Barbara
16.03.2020

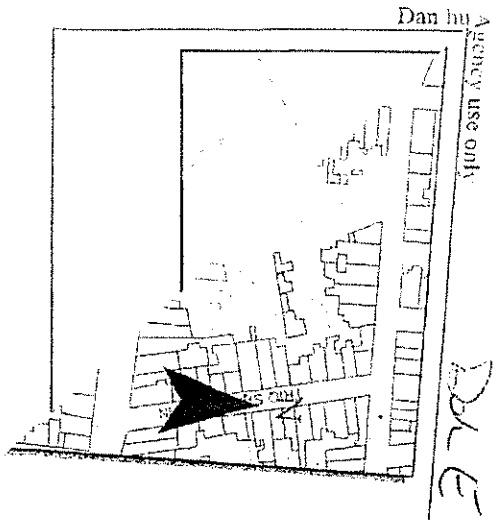


Dan hu

Agency use only



DLE



DOK E

DOK F

LETTEL 11

WORLDWIDE  COST CONTROLLERS

*BLK J, FLT 5, St Ignatius JCT,
Sliema SLM2023
Tel. No. 79 298 099*

Lil **Brian Borg – ID 10576M**
Elena Catalina Borg - ID 2778812L.
38, (gia 29), Triq Farsons, Hamrun.

27th DECEMBER 2022

ATTI TAS-SUBBASTA IMMOBBLI Nru 27/2022

RIKORS Milqugh Nru 6/2021 FDP Fl-ismijiet HSBC Bank Malta plc (C3177) vs Brian Borg – ID 10576M u martu Elena Catalina Borg - ID 2778812L, Onor Imhalled Dr. Francesco Depasquale LLD, LLM(IMLI).

B`din nagharrafkom li permezz ta` Rikors ddata 26 ta` Settembru 2022, intavolat minn HSBC Limited, fil-Prim`Awla tal-Qorti Civili, gejnt mahtur bhala espert fl-atti tal-Mandat ta`Qbid ta` Hwejjeg Immobbli hawn taht imsemmi sabiex naghmel deskrizzjoni tal-fond` indikat fir-rikors promotur u sabiex infisser il-kundizzjonijiet kollha ta` din il-proprjeta.

38, (gia 29), Triq Farsons, Hamrun.

Ghalhekk intom ghandkom znien sa nofsinhar tat-Tnjen 2 ta` Jannar 2023 sabiex taghtu access, tifthu u taghtu facilita kif indikata mill-Prim`Awla tal-Qorti Civili halli tkun tista` issir din id-deskrizzjoni.

Intom mitluba taghrrfu lili hawn taht iffirmit, mill-aktar fis, halli jsiru l-preparamenti mehtiega halli jsir dan l-access.



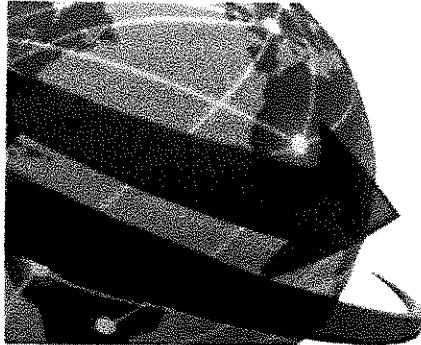
Perit Milan Zdravkovic, MSc.C.E.&S.E
CIVIL & STRUCTURAL ENGINEER
address: Block J, Flat 5, St Ignatius JCT, Sliema, Malta, SLM2023
mobile number: +356 79 298 099
email: milan@wwccgroup.com
www.wwccgroup.com

Kopja Lil: HSBC Bank Malta plc



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(<http://www.maltapost.com/home>)



Track your Item

Tracking Number

RR432554568MT

 Search

Note: 'Date' and 'Time' relate to the date and time when the item was scanned and may differ from the actual date and time of the event.

Local Barcode RR432554568MT

Date	Time	Event	Location
18 January 2023	21:44:07	Processed by Returned Letter Office Reason: Incorrect/illegible/incomplete address Action: Item held,waiting for further action	Marsa (RLB)
18 January 2023	12:29:11	Forward to	Marsa (RLB)
18 January 2023	12:27:02	Item could not be processed further Reason: Incorrect/illegible/incomplete address Action: Item returned to sender	SLM 01
18 January 2023	07:34:09	Item scheduled for physical delivery	SLM 06
17 January 2023	23:47:47	Item handed over to the delivery operator	TAS-SLIEMA BEATS
17 January 2023	12:26:31	Forward to	Marsa (RLB)
29 December 2022	07:19:41	Item arrived at collection point	Hamrun Post Office
28 December 2022	13:34:12	Forward to	Hamrun Post-Office
28 December 2022	13:32:59	Item could not be processed further Reason: Addressee could not be reached Action: Addressee notified	HMR 01
28 December 2022	07:51:40	Item scheduled for physical delivery	HMR 01
28 December 2022	07:51:39	Item handed over to the delivery operator	HMR 01
28 December 2022	07:51:25	Item departed from inbound mail sorting centre	II-Hamrun

LETTER

Date	Time	Event	Location
27 December 2022	21:51:11	Item arrived at inbound mail sorting centre	Gzira Post Office Post Office
27 December 2022	12:46:08	Item created	Gzira Post Office Post Office

- Contact Us (<http://www.maltapost.com/faqs?name=Home>)
- Press Pack (<http://www.maltapost.com/Press-Pack2014/Press-Pack-V04.pdf>)
- Customer service (<http://www.maltapost.com/customers-service?l=1>)
- Latest news (<http://www.maltapost.com/latest-news?l=1>)
- About us (<http://www.maltapost.com/about-us?l=1>)
- Investor Relations (<http://www.maltapost.com/investor-relations?l=1>)
- Vacancies (<http://www.maltapost.com/vacancies>)
- Outlets (<http://www.maltapost.com/outlets?l=1>)
- Sitemap (<http://www.maltapost.com/sitemap?l=1>)



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LETTER [A]



VAT No: MT15114134
TII No: ---

GZR037117S 27 Dec 2022 12:47:26
USER: ACH381
Contact Name: CASH SALE CLIENT
Vat Number: NA

Sale Number: GZR09270363

Qty	Description	T	€
1	POSTAGE PAID ENVELOPE	E	0.52
1	€2.50 EUROMED Jewelle	E	2.50
			3.02
			3.02

Grand Total: €3.02

Total Tended: €3.00
Cash Tended: €3.00

Change: €1.98

VAT Analysis €

Full	F 18%	0.00
Reduced	R 5%	0.00
Exempt	E 0%	3.02
Non-Vatable NV	0%	0.00

VAT Paid: €0.00

***GZR0927036**

GZR0927036

Receipt is invalid if
cheque is dishonoured.
This is a non-fiscal Proforma Invoice
for payments against Local Purchase Orders

LETTER 21

WORLDWIDE 
COST CONTROLLERS

*BLK J, FLT 5, St Ignatius JCT,
Sliema SLM2023
Tel. No. 79 298 099*

Lil **Brian Borg – ID 10576M**
Elena Catalina Borg - ID 2778812L.
38. (gia 29), Triq Farsons. Hamrun.

3rd January 2023

ATTI TAS-SUBBASTA IMMOBBLI Nru 27/2022

RIKORS Milqugh Nru 6/2021 FDP Fl-ismijiet HSBC Bank Malta plc (C3177) vs Brian Borg – ID 10576M u martu Elena Catalina Borg - ID 2778812L, Onor Imhallef Dr. Francesco Depasquale LLD, LLM(IMLI).

B'din nagharratkom li permezz ta' Rikors ddata 26 ta' Settembru 2022, intavolat minn HSBC Limited, fil-Prim'Awla tal-Qorti Civili, gejт mahtur bhala espert fl-atti tal-Mandat ta' Qbid ta' Hwejjeg Immobbli hawn taht imsemmi sabiex naghmel deskrezzjoni tal-fond indikat fir-rikors promotur u sabiex infisser il-kundizzjonijiet kollha ta' din il-propjeta.

38, (gia 29), Triq Farsons, Hamrun.

Ghalhekk intom ghandkom zmien sa nofsinhar tat-Gingha 13 ta' Jannar 2023 sabiex taghtu access, tiftu u taghtu facilita kif indikata mill-Prim'Awla tal-Qorti Civili halli tkun tista' issir din id-deskrizzjoni.


Intom mitluba taghrfuri lili hawn taht iffirmat, mill-aktar fis, halli jsiru l-preparamenti mehtiega halli jsir dan l-access.



Perit Milan Zdravkovic, MSc.C.E.&S.E
CIVIL & STRUCTURAL ENGINEER
address: Block J, Flat 5, St Ignatius JCT, Sliema, Malta, SLM2023
mobile number: +356 79 298 099
email: milan@wwccgroup.com
www.wwccgroup.com

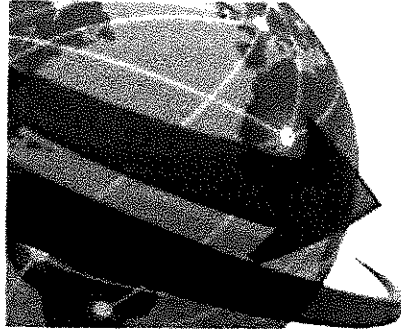
Kopja Lil: HSBC Bank Malta plc



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Tracking Number

rr432555841mt

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Local Barcode RR432555841MT

Date	Time	Event	Location
13 January 2023	11:56:19	Item delivered/collected by recipient	Siema Dingli Street Post Office
06 January 2023	07:58:30	Item arrived at collection point	Siema Dingli Street Post Office
05 January 2023	13:35:40	Forward to	Siema Dingli Street Post Office
05 January 2023	13:35:03	Item could not be processed further Reason: Addressee could not be reached Action: Addressee notified	SLM 01
05 January 2023	07:30:00	Item scheduled for physical delivery	SLM 01
04 January 2023	22:47:09	Item handed over to the delivery operator	TAS-SLIEMA BEATS
04 January 2023	12:11:10	Forward to	Marsa (RLB)
04 January 2023	12:09:59	Item could not be processed further Reason: Addressee moved Action: Item returned to sender	HMR 04
04 January 2023	08:09:09	Item scheduled for physical delivery	HMR 04
03 January 2023	22:46:13	Item handed over to the delivery operator	IL-HAMRUN BEATS
03 January 2023	22:46:12	Item departed from inbound mail sorting centre	IL-HAMRUN BEATS
03 January 2023	18:10:16	Item arrived at inbound mail sorting centre	Gzira Post Office Post Office
03 January 2023	12:33:28	Item created	Gzira Post Office Post Office

LETTER 

1/14/23, 11:58 AM

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LENER 20

Weight 0.018 Kg

1e82c86f4d793cdabaz2764df1908ec1a

GZ17A
ACH249
GZRB01649725
GZRB921343B
17.33.46

~~BRAIN BOGS
FLORA CRISTIAN BOGS~~

(50129)
38, Tosa Freese's Avenue



DO NOT WRITE IN THESE SPACES
NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

malta
post

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

DATE 4/1/13

LETTER (2)

5/1
143783 (21/01/23)
FEDIT MILAN ZORANOVIC
St Ignazius St, RLS, PLT5, SH2023

Handwritten signature

MaltaPost p.l.c.
03 - January - 2023

Stamps Affixed Letter - Reg.
€ 0.37

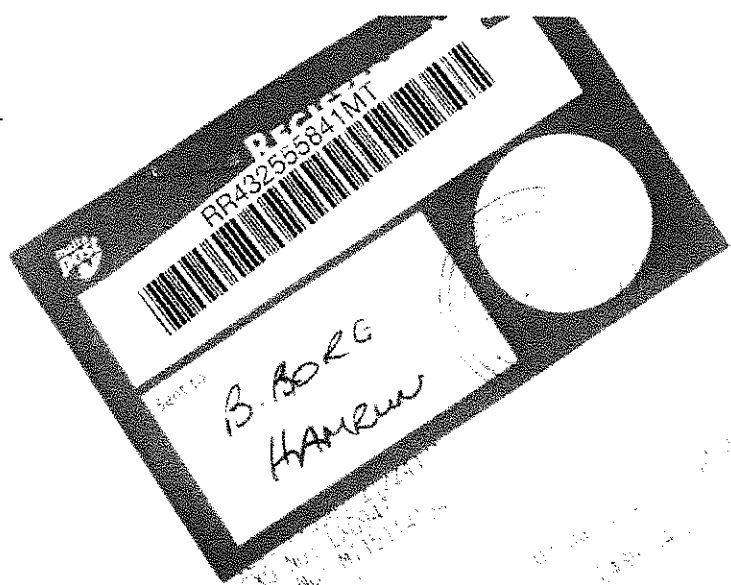
Total Postage Value

€ 2.87

LOCAL



LETTER (2)



Receipt
RR432555841MT

B. BORG
Hansen

EX No. 123456789
VAT No. 123456789

Order No. GZR0927343
User: A1249
Contact Name:
VAT Number:

Qty	Description	Unit	Price	Total
1	POSTAGE PAID ENVELOPE		0.52	0.52

Local Post

Weight:
Quantity:
Service:
Price:
Stamps Affixed:

Paid:
Track & Trace Barcode:
RR432555841MT

Grand Total:
Total Tended:
Cash Tended:

Change:
VAT Analysis

Full
Reduced
Exempt
Non-Vatiable NV
VAT Paid:

0.018 kg
Letter
2.67
0.37
€2.50

€3.02
5.00
5.00
€1.90
€
0.00
0.00
3.02
0.00
€0.00

***GZR0927343**

GZR0927343B
Receipt is invalid if
cheque is dishonoured.
This is a non-fiscal Proforma Invoice
for payments against Local Purchase Orders

LETTER 31

WORLDWIDE 
COST CONTROLLERS

Bl.K.J. FLT 5, St Ignatius JCT,
Sliema SLM2023
Tel. No. 79 298 099

Lil **Brian Borg – ID 10576M**
Elena Catalina Borg - ID 2778812L.
38, (gja 29), Triq Farsons, Hamrun.

9TH JANUARY 2023

ATTI TAS-SUBBASTA IMMOBBLI Nru 27/2022

RIKORS Milqugh Nru 6/2021 FDP Fl-ismijiet HSBC Bank Malta plc (C3177) vs Brian Borg – ID 10576M u martu Elena Catalina Borg - ID 2778812L, Onor Imhalled Dr. Francesco Depasquale LLD, LLM(IMLI).

B'din nagharrafkom li permezz ta' Rikors ddata 26 ta' Settembru 2022, intavolat minn HSBC Limited, fil-Prim' Awla tal-Qorti Civili, gejt mahtur bhala espert fl-atti tal-Mandat ta' Qbid ta' Hwejjeg Immobbli hawn taht imsemmi sabiex naghmel deskrizzjoni tal-fond indikat fir-rikors promotur u sabiex infisser il-kundizzjonijiet kollha ta' din il-proprjeta.

38, (gja 29), Triq Farsons, Hamrun.

Ghalhekk intom ghandkom zmien sa nofsinhar tat-Gimgha 13 ta' Jannar 2023 sabiex taghtu access, tifthu u taghtu facilita kif indikata mill-Prim'Awla tal-Qorti Civili halli tkun tista' issir din id-deskrizzjoni.

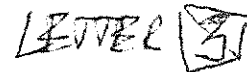
Intom mitluba taghrfru lili hawn taht iffirmit, mill-aktar fis, halli jsiru l-preparamenti mehtiega halli jsir dan l-access.



Perit Milan Zdravkovic, MSc.C.E.&S.E
CIVIL & STRUCTURAL ENGINEER
address: Block J, Flat 5, St Ignatius JCT, Sliema, Malta, SLM2023
mobile number: +356 79 298 099
email: milan@wwccgroup.com
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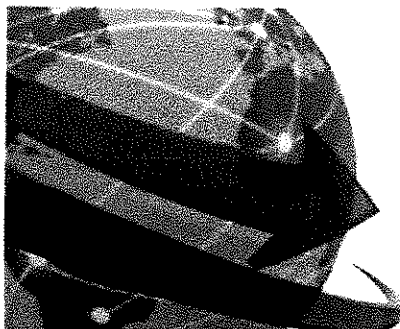
Kopja Lil: HSBC Bank Malta plc





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Tracking Number

m432554761mt

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Local Barcode RR432554761MT

Date	Time	Event	Location
13 January 2023	11:56:19	Item delivered/collected by recipient	Sliema Dingli Street Post Office
12 January 2023	09:08:50	Item arrived at collection point	Sliema Dingli Street Post Office
11 January 2023	16:21:03	Forward to	Sliema Dingli Street Post Office
11 January 2023	14:32:01	Forward to	Sliema Dingli Street Post Office
11 January 2023	14:30:57	Item could not be processed further Reason: Addressee could not be reached Action: Addressee notified	SLM 01
11 January 2023	07:05:05	Item scheduled for physical delivery	SLM 01
11 January 2023	01:02:32	Item handed over to the delivery operator	TAS-SLIEMA BEATS
10 January 2023	12:54:59	Forward to	Marsa (RLB)
10 January 2023	12:53:48	Item could not be processed further Reason: Incorrect/illegible/incomplete address Action: Delivery address being verified	HMR 04
10 January 2023	07:41:03	Item scheduled for physical delivery	HMR 04
10 January 2023	00:56:49	Item handed over to the delivery operator	IL-HAMRUN BEATS
10 January 2023	00:56:48	Item departed from inbound mail sorting centre	IL-HAMRUN BEATS
09 January 2023	21:06:45	Item arrived at inbound mail sorting centre	Gzira Post Office Post Office



1/14/23, 12:00 PM

MaltaPost p.l.c

LETTER [3]

Date	Time	Event	Location
09 January 2023	12:42:52	Item created	Gzira Post Office Post Office

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LETTER ST



Weight 0.012 LB

(1)

ACN149

GZRO01651461

42R0927658B

17.43.13

1742ae219c42eace3681e20576a16ad3

BEAN BARS & BLEND CAROLINE BARS
38, (61429), TELA KIDENOS HANDELIN

RR Registered Item
RR432554761MT



REASON THIS ITEM WAS UNDELIVERED
FOR REASONS STATED BELOW

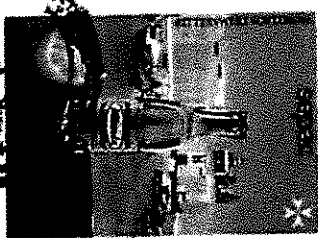
- Undeliverable
Incorrect
- Refused
Refused
- Gone
Missing
- Damaged
Unclaimed
- Non-Police
- Insufficient address
Address insufficient

NO MONEY

SIGNATURE

DATE

Albury
10/1/23



LETTER

ST. IANNA 707, BLDG, FTS, SLEIGH SLM 2023
PERIT MILA ZINAKENIC 143300 11/1

MaltaPost p.l.c.
09-January-2023



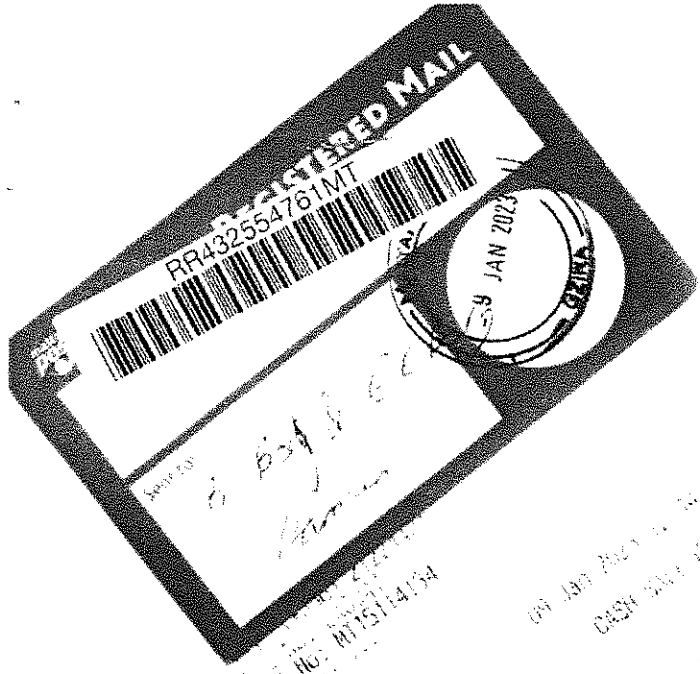
Stamps Affixed Letter - Reg.
€ 0.37

Total Postage Value
€ 2.87



LOCAL
Gzira

LETTER [ST]



RR432554761MT

19 JAN 2023

Address

Handwritten address

VAT No: M75114194
TIN No: 111

ON 130 2023
DASH 2023 111119

USER: AL1249
Company Name:
Vat Number:

Sale Number:

Local Post

Weight:
Quantity:
Service:
Price:
Stamps

Paid:
Track & Trace Barcode:
RR432554761MT

Grand Total:

Total Tendered:
Cash Tendered

Change:

VAT Analysis

Full
Reduced
Exempt
Non-Variable N/A

VAT Paid:

0.112 kg
Letter
0.112 kg
€2.50

€2.50
10.00
16.00
€2.50

0.00
0.00
2.50
0.00
€2.00

***GZR0927650**

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This is a non-fiscal Proforma Invoice
for payments against local Purchase Orders

LETTER [✓]
BY HAND

WORLDWIDE  COST CONTROLLERS

BLK J, FLT 5, St Ignatius JCT,
Sliema SLM2023
Tel. No. 79 298 099

DELIVERED BY HAND AT THE ADDRESS

Lil **Brian Borg – ID 10576M**
Elena Catalina Borg - ID 2778812L.
38, (gia 29), Triq Farsons. Hamrun.

9th JANUARY 2023

ATTI TAS-SUBBASTA IMMOBBLI Nru 27/2022

RIKORS Milqugh Nru 6/2021 FDP Fl-ismijiet HSBC Bank Malta plc (C3177) vs Brian Borg – ID 10576M u martu Elena Catalina Borg - ID 2778812L, Onor Imhalled Dr. Francesco Depasquale LLD, LLM(IMLI).

B'din nagharrafkom li permezz ta' Rikors ddata 26 ta' Settembru 2022, intavolat minn HSBC Limited, fil-Prim'Awla tal-Qorti Civili, gejt mahtur bhala espert fl-atti tal-Mandat ta' Qbid ta' Hwejjeg Immobbli hawn taht imsemmi sabiex naghmel deskrizzjoni tal-fond indikat fir-rikors promotur u sabiex infisser il-kundizzjonijiet kollha ta' din il-proprjeta.

38, (gia 29), Triq Farsons, Hamrun.

Ghalhekk intom ghandkom zmien sa nofsinhar tar-Gimgha 13 ta' Jannar 2023 sabiex taghtu access, tifthu u taghtu facilita kif indikata mill-Prim'Awla tal-Qorti Civili halli tkun tista' issir din id-deskrizzjoni.

Intom mitluba taghrifu lili hawn taht iffirmat, mill-aktar fis, halli jsiru l-preparamenti mehtiega halli jsir dan l-access.




Perit Milan Zdravkovic, MSc.C.E.&S.E
CIVIL & STRUCTURAL ENGINEER
address: Block J, Flat 5, St Ignatius JCT, Sliema, Malta, SLM2023
mobile number: +356 79 298 099
email: milan@wvccgroup.com
www.wvccgroup.com

Kopja Lil: HSBC Bank Malta plc



Bx HAND

BRIAN GORG & ELENA CATHINA BORG
38, (60429), TRSO PARSONS, KATHLEEN

LETTER
Bx HAND

PERIT MILAN ZORANKOVIC

BY HAND

LETTER

BOX HAND

LETTER [5]

**WORLDWIDE WCC
COST CONTROLLERS**

*BLK J, FLT 5, St Ignatius JCT,
Sliema SLM2023
Tel No. 79 298 099*

Lil **Brian Borg – ID 10576M**
Elena Catalina Borg - ID 2778812L.
38, (gja 29), Triq Farsons, Hamrun.

19th JANUARY 2023

IL-HAMES AVVIZ
ATTI TAS-SUBBASTA IMMOBBLI Nru 27/2022

RIKORS Milqugh Nru 6/2021 FDP Fl-ismijiet HSBC Bank Malta plc (C3177) vs Brian Borg – ID 10576M u martu Elena Catalina Borg - ID 2778812L, Onor Imhallel Dr. Francesco Depasquale LLD, LLM(IMLI).

B'din nagharrafkom li permezz ta' Rikors ddata 26 ta' Settembru 2022, intavolat minn HSBC Limited, fil-Prim`Awla tal-Qorti Civili, gejt mahtur bhala espert fl-atti tal-Mandat ta' Qbid ta' Hwejjeg Immobbli hawn taht imsemmi sabiex naghmel deskrizzjoni tal-fond indikat fir-rikors promotur u sabiex infisser il-kundizzjonijiet kollha ta' din il-propjeta.

38, (gja 29), Triq Farsons, Hamrun.

Ghalhekk intom ghandkom zmien sa nofsinhar **tat-Tlieta 24 ta' Jannar 2023** sabiex taghtu access, tiftu u taghtu facilita kif indikata mill-Prim`Awla tal-Qorti Civili halli tkun tista' issir din id-deskrizzjoni.

Intom mitluba taghrrfu lili hawn taht iffirnat, mill-aktar fis, halli jsiru l-preparamenti mehtiega halli jsir dan l-access.



Perit Milan Zdravkovic, MSc.C.E.&S.E
CIVIL & STRUCTURAL ENGINEER
address: Block J, Flat 5, St Ignatius JCT, Sliema, Malta, SLM2023
mobile number: +356 79 298 099
email: milan@wwccgroup.com
www.wwccgroup.com

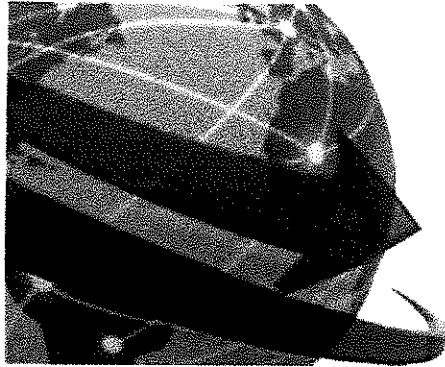
Kopja Lil: HSBC Bank Malta plc



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Tracking Number

RR432846606MT

Q Search

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Local Barcode RR432846606MT

Date	Time	Event	Location
08 February 2023	13:22:46	Forward to	Sliema Dingli Street Post Office
08 February 2023	12:26:11	Item could not be processed further Reason: Addressee could not be reached Action: Addressee notified	SLM 01
08 February 2023	07:07:23	Item scheduled for physical delivery	SLM 01
07 February 2023	17:17:13	Item handed over to the delivery operator	TAS-SLIEMA BEATS
07 February 2023	08:59:54	Forward to	Marsa (RLB)
21 January 2023	07:13:17	Item arrived at collection point	Hamrun Post Office
20 January 2023	14:59:20	Forward to	Hamrun Post Office
20 January 2023	14:56:46	Item could not be processed further Reason: Addressee could not be reached Action: Addressee notified	HMR 04
20 January 2023	08:01:08	Item scheduled for physical delivery	HMR 04
19 January 2023	22:22:06	Item handed over to the delivery operator	IL-HAMRUN BEATS
19 January 2023	22:22:05	Item departed from inbound mail sorting centre	IL-HAMRUN BEATS

LETTER [5]

Date	Time	Event	Location
19 January 2023	19:27:46	Item arrived at inbound mail sorting centre	Birzebbugia Post Office
19 January 2023	11:55:05	Item created	Birzebbugia Post Office

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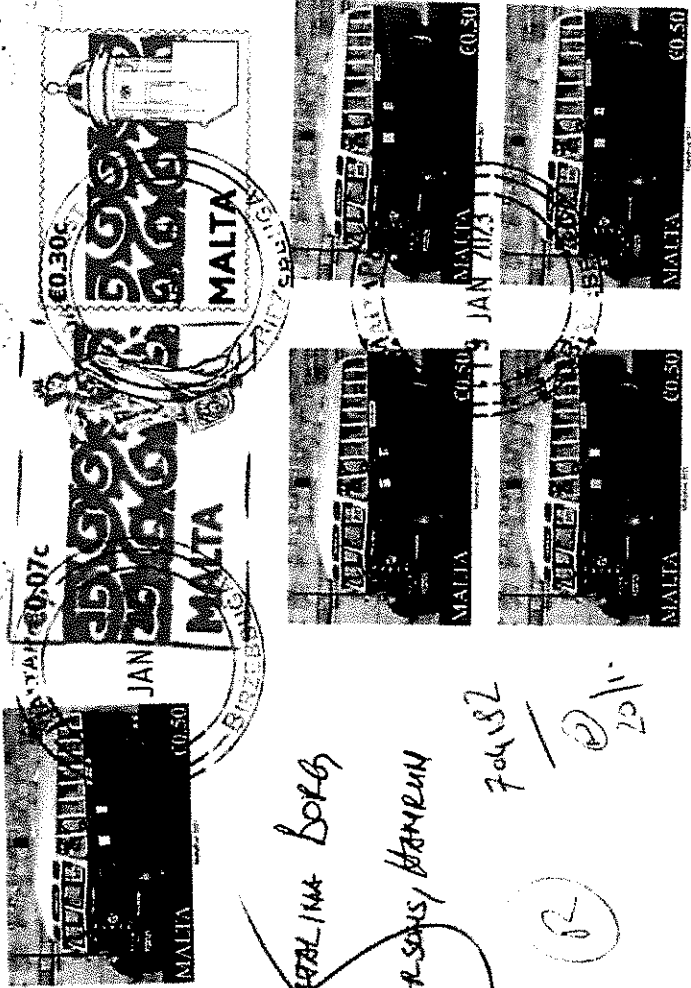
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0000000000000000

LETTER 56



WE REGRET THE RETURN WAS UNDELIVERED
 IF YOU NEED A RETURN ADDRESS
 PLEASE PRINT IT IN THE SPACE BELOW
 NAME _____
 ADDRESS _____
 CITY _____
 STATE _____
 ZIP _____
 PHONE () _____

DATE 1/29/82
 BRIAN BORG & ELENA CAROLINA BORG
 38, COXA 29, TRIPPA FARSONS, HAMBURN

704182
 20/11

(R)

LETTER (5)

D

168358 210

Mr. Philips 11:20

PERIT MILAN ZARANKOVIC

BELMONT BEARDS ST IGNATIUS BERT, BLK D, FLTS, SUDENA-SLM 2023

LETTER (5)

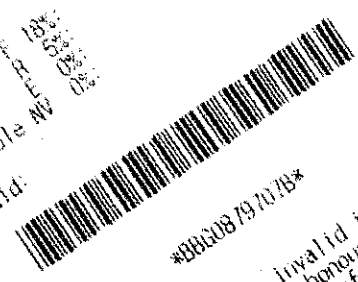


Mattapost p.l.c
49, Triq. Zebbuga
Birzebbuga 21224421
Tel: (+356) 21224421
EXD No: EX0947
VAT No: MT15114134
TII No:
BB081046255
USER: ACH456
Contact Name:
Vat Number:
Sale Number:

19 Jan 2023 11:21:27
CASH SALE CLIENT NO
BB08197078

Qty	Description		
5	€0.50 Maltese Buses 2	€	2.50
1	POSTAGE PAID ENVELOPE	€	0.52
			3.02
			€3.02
			10.00
			10.00
			€5.98
			€
			0.00
			0.00
			3.02
			0.00
			€0.00

Grand Total:
Total Tendered:
Cash Tendered:
Change:
VAT Analysis
Full
Reduced
Exempt
Non-Vatable N/A
VAT Paid:



Receipt is invalid if
cheque is dishonoured.
This is a non-fiscal Proforma Invoice
for payments against Local Purchase Orders

11979

Sixteenth (16th) day of July, of the year two thousand and nine (2009)

Handwritten notes: 48.921 and AA

Christopher Meilak, Manager, son of Carmel and Anna nee Aquilina, born in Pieta', and residing at number thirty eight (38), Farsons Street, Hamrun, holder of identity card number 390777(M), together with his wife Joanne Meilak, daughter of Joseph Aquilina and Mary nee Borg, born in Pieta', and residing at Hamrun, holder of identity card number 480080(M) sold in solidum between them unto Brian George Borg, employee, son of Joseph and Mary nee Cachia, born in Pieta', and residing at Kalkara, Capuchins Street, number twenty (20), holder of identity card number 10576(M) together with his wife Elena-Catalina Borg, daughter of Gheorghe Pislaru and Valentina nee Bolocan, born in Pircsov, Romania, and residing at Kalkara, holder of identity card number 31482(A), the groundfloor tenement officially numbered thirty eight (38), formerly numbered twenty nine (29), in Farsons Street, Hamrun, including the backyard, underlying third party property, that is, without its airspace, having a well in common with the adjacent property. Said tenement was sold and transferred to purchasers as free and unencumbered, free from any groundrents and/or other rights of third parties, with all its rights and appurtenances, and with free and vacant possession.

This sale was made and accepted in consideration and for the price of seventy thousand Euros (€70,000) and under all those terms and conditions indicated in the deed:

[Signature Box] Not. Dr. Ivan Barbara LL.D. [Signature Box]

A. Dingli

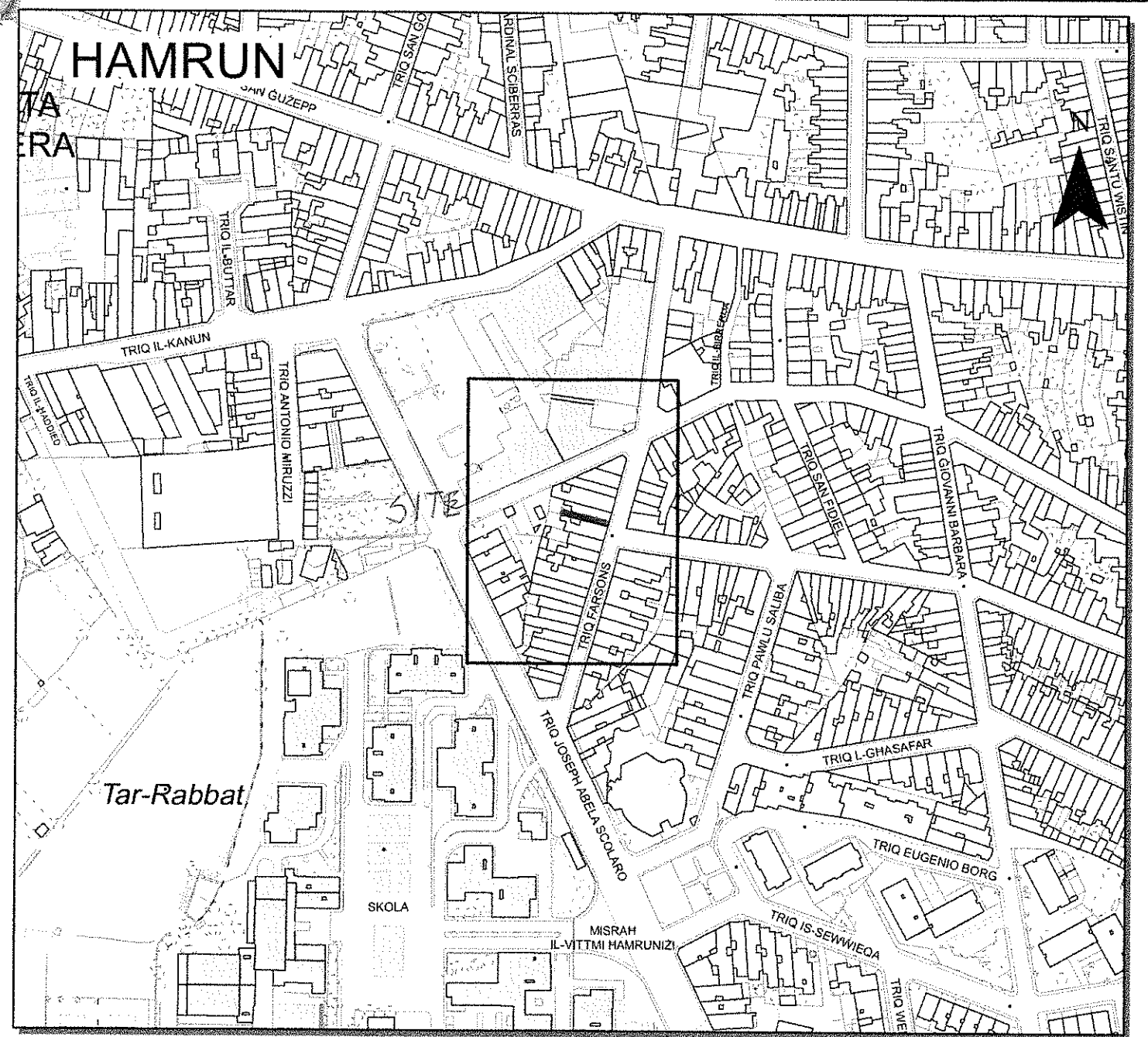


TENEMENT GROUND FLOOR
WITH BASEMENT:

Scale 1:500



N° 38 TRIQ FARSONS, HAMRUN



Pjanta tas-Sit 1:2500 Site Plan

Aġenzija għar-Registrazzjoni tal-Artijiet

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



Land Registration Agency

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

Nru tal-Mappa: **310839 E**
Map Number:

Pozizzjoni Ċentrali: **x = 53375**
Centre Coordinates: **y = 71666**

Parti min S.S.: **5271**
Extracted from S.S.:

Data: **30/06/2023**
Date:

Perit:
Architect:

Qies (metri kwadri):
Area (square metres): **63 m²**

Timbru tal-Perit:
Architect's Stamp:

Perit Milan Zdravkovic
Civil & Structural Engineer, M.Sc.C.E.&S.E.
mobile no.: +356 7929 8099
e-mail address: info@wccgroup.com

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

LR 313201

Dritt imhallas
Fee Paid



EIGHTH SCHEDULE

PHYSICAL ATTRIBUTES OF IMMOVABLE PROPERTY	
Locality	HAMBUR
Address	38 TATE FARSONS
Total Footprint of Area Transferred*	63 SQUARE METRES

TICK WHERE APPLICABLE (Tick one box in each case except where indicated otherwise)	
Type of Property	<input type="checkbox"/> Villa <input type="checkbox"/> Semi-Detached <input type="checkbox"/> Bungalow <input type="checkbox"/> Flat/Apartment <input type="checkbox"/> Penthouse <input type="checkbox"/> Mezzanine <input type="checkbox"/> Maisonette <input type="checkbox"/> Farmhouse <input type="checkbox"/> Terraced House <input checked="" type="checkbox"/> Ground Floor Tenement
Age of Premises	<input type="checkbox"/> 0-20 years <input type="checkbox"/> Over 20 years <input type="checkbox"/> Pre WWII
Surroundings	<input type="checkbox"/> Sea View <input type="checkbox"/> Country View <input checked="" type="checkbox"/> Urban
Environment	<input checked="" type="checkbox"/> Quiet <input type="checkbox"/> Traffic <input type="checkbox"/> Entertainment <input type="checkbox"/> Industrial
State of Construction	<input type="checkbox"/> Shell <input type="checkbox"/> Semi-Finished** <input checked="" type="checkbox"/> Finished***
Level of Finishes	<input type="checkbox"/> Good <input type="checkbox"/> Adequate <input checked="" type="checkbox"/> Poor
Amenities <small>Tick as many as appropriate</small>	<input type="checkbox"/> With Garden <input type="checkbox"/> With Pool <input type="checkbox"/> With Lift <input checked="" type="checkbox"/> With Basement <input type="checkbox"/> No Garage <input type="checkbox"/> One car Garage <input type="checkbox"/> Two Car Garage <input type="checkbox"/> Multi Car Garage
Airspace	<input type="checkbox"/> Ownership of Roof <input checked="" type="checkbox"/> No Ownership of Roof <input type="checkbox"/> Shared Ownership

* Includes all lands and gardens but excludes additional floors, roofs and washrooms
 *** Includes ** plus bathrooms and apertures
 ** Includes plastering, electricity, plumbing and floor tiles

Date: <u>03.09.2023</u>	Perit's Signature:
Warrant Number: <u>1172</u>	Rubber Stamp: Perit Milan Zdravkovic Civil & Structural Engineer, M.Sc.C.E.&S.E. mobile no.: +356 7929 8099 e-mail address: info@wccgroup.com

Carmel Bonanno
4
Pjazza Vittorja
Naxxar
NXR1702
Malta

Cash Sale

30/06/2023

310839E

No of Copies	1
Fee Per Site Plan	€6.00

Total	€6.00

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

Tel: +356 21239777, 25904700

Email: enquirieslandregistry@gov.mt

www.landregistryplans.gov.mt