

Qorti Civili Fil-Prim Awla

~~Qorti Kostituzzjonali (Malta)~~

Onor. Imħallef. Audrey Demicoli LL.D.

Rikors Numru 4/2023

HSBC Bank Malta plc C3177

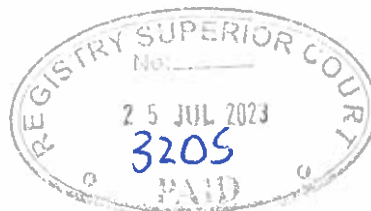
Vs

Dr. Cedric Mifsud et noe

Rapport dwar il-valur lokatizju tal-propjetà bl-indirizz

“Villa Tufli”, numru 12, f’ Ħas-Sajjed Lane, Triq Ħas-Sajjed,
Ħaż-Żabbar

Relazzjoni tal-Perit Ian Camilleri



Qorti Kostituzzjonali (Malta)

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Rikors Numru 4/2023

HSBC Bank Malta plc C3177

Vs

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Access

Access miżmum fis-27 ta' Ġunju 2023 fil-propjeta' bl-indirizz "Villa Tufli", numru 12, f' Has-Sajjed Lane, Triq Has-Sajjed, Haż-Żabbar.

Preżenti kienu s-segwenti:

- L-esponent - Perit tekniku
- Mariella Caruana OBO HSBC Bank Malta
- Edward Mizzi OBO HSBC Bank Malta
- Marizal tal-Qorti
- Pulizija tad-distrett

Waqt l-access l-esponent ħa b'konsiderazzjoni s-segwenti:

1. It-tqassim u l-kejl tal-kmamar
2. Il-kundizzjoni strutturali tal-propjeta'
3. Il-kundizzjoni tal-finishes tal-propjeta'

Relazzjoni tal-Perit Ian Camilleri

Jesponi bir-rispett:

Rapport dwar il-valur lokatizju tal-propjeta bl-indirizz "Villa Tufli", numru 12, f' Has-Sajjied Lane, Triq Has-Sajjied, Ħaż-Żabbar.

Fuq digriet tal-Qorti Kostituzzjonali tal-24 ta' Jannar 2023, fl-atti tal-kawża b'numru 4/2023 (GURISDIZZJONI KOSTITUZZJONALI), l-esponent gie nnominat perit tekniku sabiex jaċċedi fil-fond "Villa Tufli", numru 12, f' Has-Sajjied Lane, Triq Has-Sajjied, Ħaż-Żabbar u jikkwantifika l-valur lokatizju tal-propjeta. Is-segweni huma relevanti:

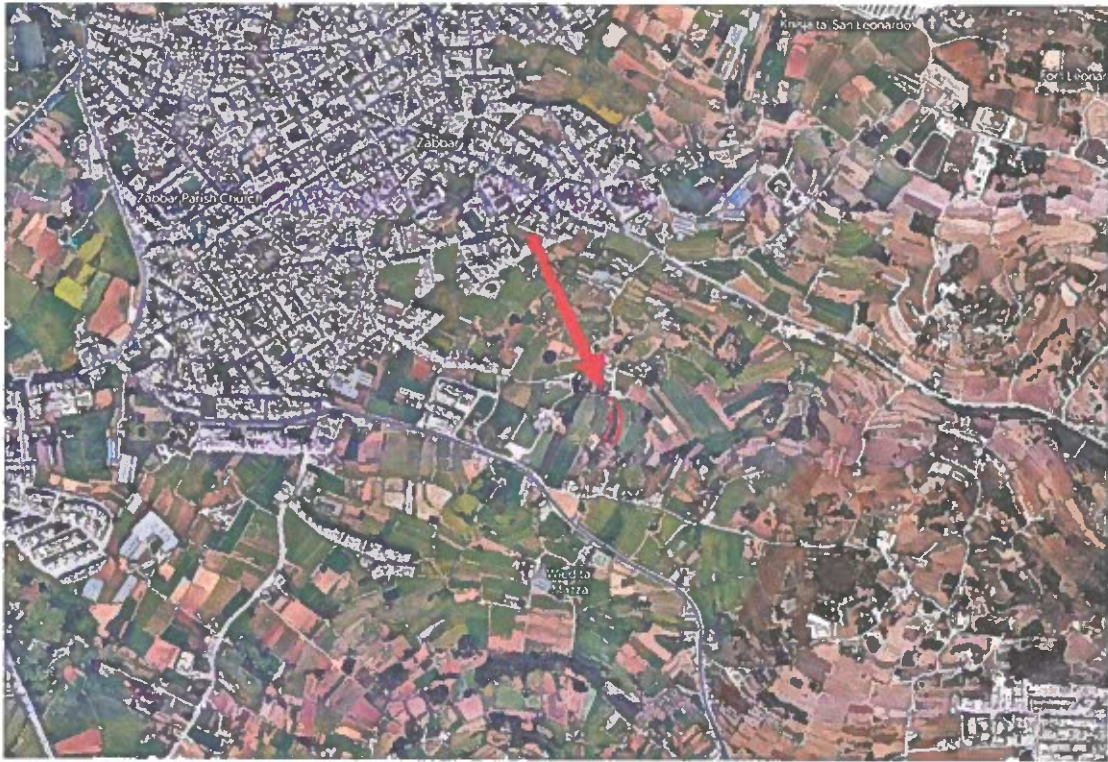
Kostatazzjonijiet tal-esponent

1. Lokazzjoni

Il-propjeta tinsab fi Triq Has-Sajjied, fil-limiti ta' Ħaż-Żabbar magħrufa bħala "Ta' Has-Sajd" jew "Ta' Kosbor." Din iż-żona tikkonsisti minn għelieqi li jinkludu binjiet simili tal-propjeta in kwistjoni:

- Qiegħda fiż-żona ODZ (Outside Development Zone) li tfisser li ma jistax isir żvillupp
- Il-propjeta qiegħda l' bogħod miil-amenitajiet neċessarji kollha fosthom trasport pubbliku u ħwienet.

Is-segweni huma ritratti tal-propjeta minn barra.



Ritratt 1. Ritratt ta' Google Earth: il-proprjetà inkwistjoni mmarkata bl-aħmar.



Ritratt 2. Ritratt ta' Google Earth: il-proprjetà inkwistjoni mmarkata bl-aħmar.



Ritratt 3. Ritratt ta' Google Earth: il-propjetà inkwistjoni mmarkata bl-aħmar.



Ritratt 4. Ritratt tal-faccata tal-propjetà inkwistjoni mmarkata bl-aħmar.



Ritratt 5. Ritratt tal-faccata tal-propjeta inkwistjoni mmarkata bl-ahmar.

2. L-għamla tal-propjetà

Il-propjetà tikkonsisti f' sit kbira li tinkludi żewġ binjiet u għalqa bil-pixxina magħha. Is-sit għandu kejl ta' 1617m², u minnhom, 72m² huma ta' Blokk A, 146m² huma ta' Blokk B u 49m² huma tal-pixxina. Fl-għalqa hemm ukoll parti minn kamra li kienet teżisti qabel.

Għal skopijiet ta' referenza, iż-żewġ binjiet se jiġu imsemmija bħala Blokk A u Blokk B. Blokk A tirreferi għall-binja li fiha żewġ sulari filwaqt li Blokk B tirreferi għall-binja li fiha tliet sulari. Dawn huma mmarkati ukoll f' Ritratt 6.



Ritratt 6. Rittratt taz-żewġ binjiet – Blokk A u Blokk B.

Blokk A

Din il-binja għandha kejl totali ta' madwar 186m² mqassam fuq żewġ sulari. Is-sular t'isfel huwa garaxx twil 12.6m, wiesgħa 4.7m u għoli ta' 3.23m. Fl-ewwel sular hemm diversi kmamar li bħalissa huma vojta. L-għoli ta' dawn il-kmamar hu ta 3m sas-saqaf tal-gypsum. Kamra minnhom fiha *jacuzzi* u dak li possibilment hi *sauna*.

Blokka B

Din il-binja hija maqsuma fuq tliet sulari u għandha kejl totali ta' madwar 327m². Access bejn sular u ieħor huwa permezz ta' taraġ tal-k1onkos li jinsab għewwa, in-naħa ta' wara tal-binja. Il-kmamar huma mqassma kif imsemmi hawn taħt:

Is-sular t' isfel

- Intrata
- Kamra tal-pranzu
- Salott, Kċina
- Kamra tal-banju
- Kamra tal-istudju

L-ewwel sular

- 2 Kmamar tas-sodda
- 2 Kmamar tas-sodda b' Ensuite magħhom
- Kamra tal-banju

Is-sular ta' fuq

- *Washroom*
- Bejt (≈ 82m²)

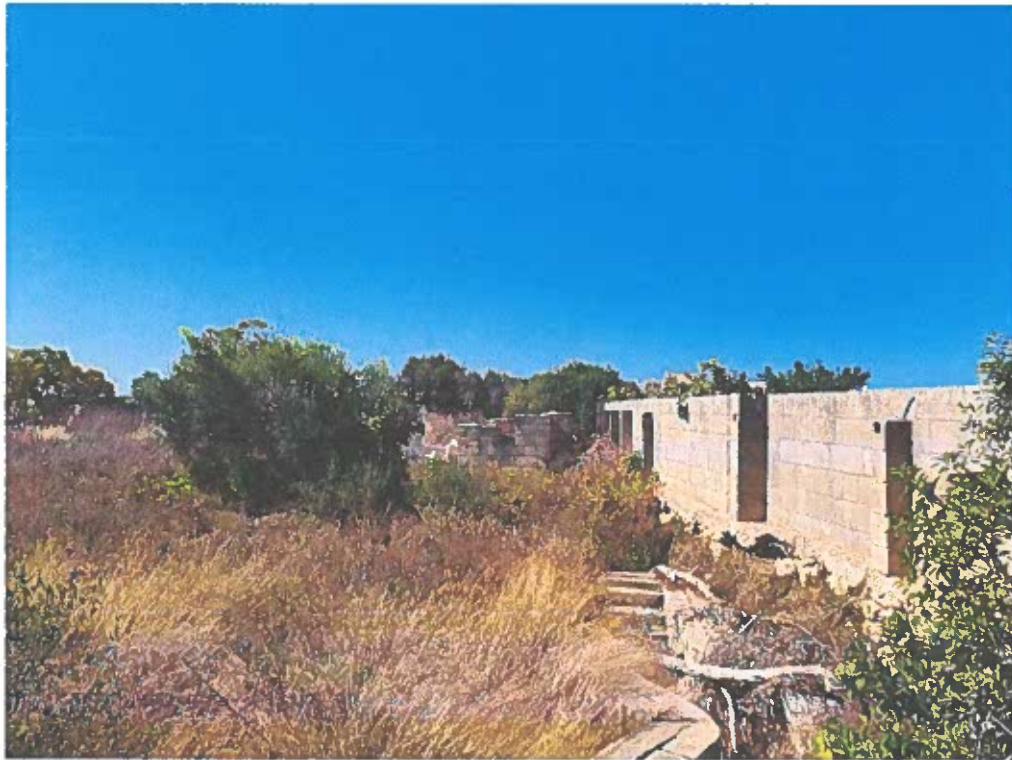
Is-segwenti huma ritratti tal-propjetà minn barra:



Ritratt 7. Għalqa u l-pixxina



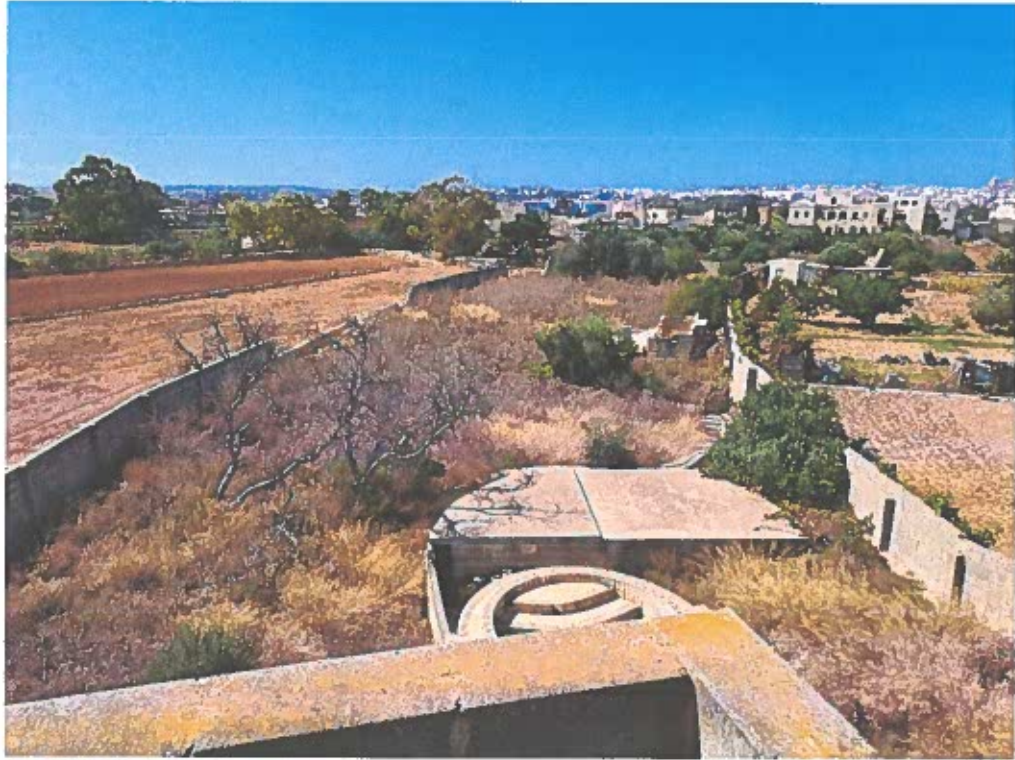
Ritratt 8. Il-Pixxina



Ritratt 9. Għalqa u parti mill-kamra li kienet teżisti qabel



Ritratt 10. Il-pixxina u ż-żewġ binjiet

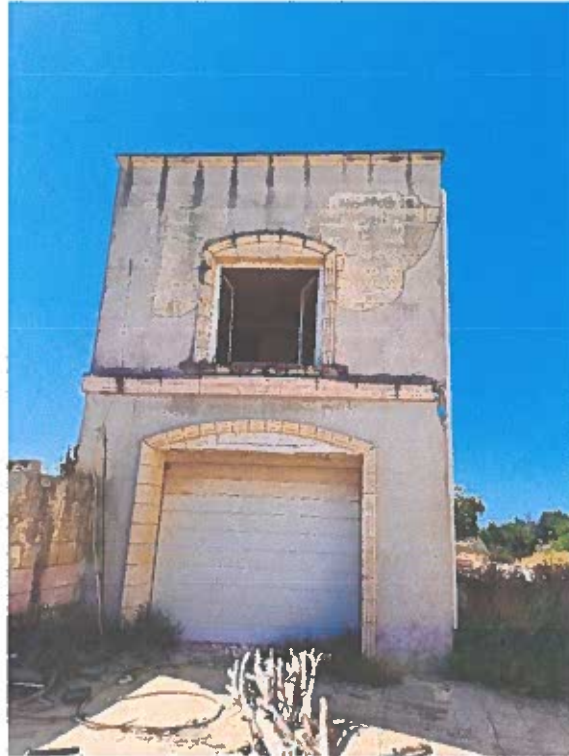


Ritratt 11. Ritratt tal-għalqa minn fuq Blokka A

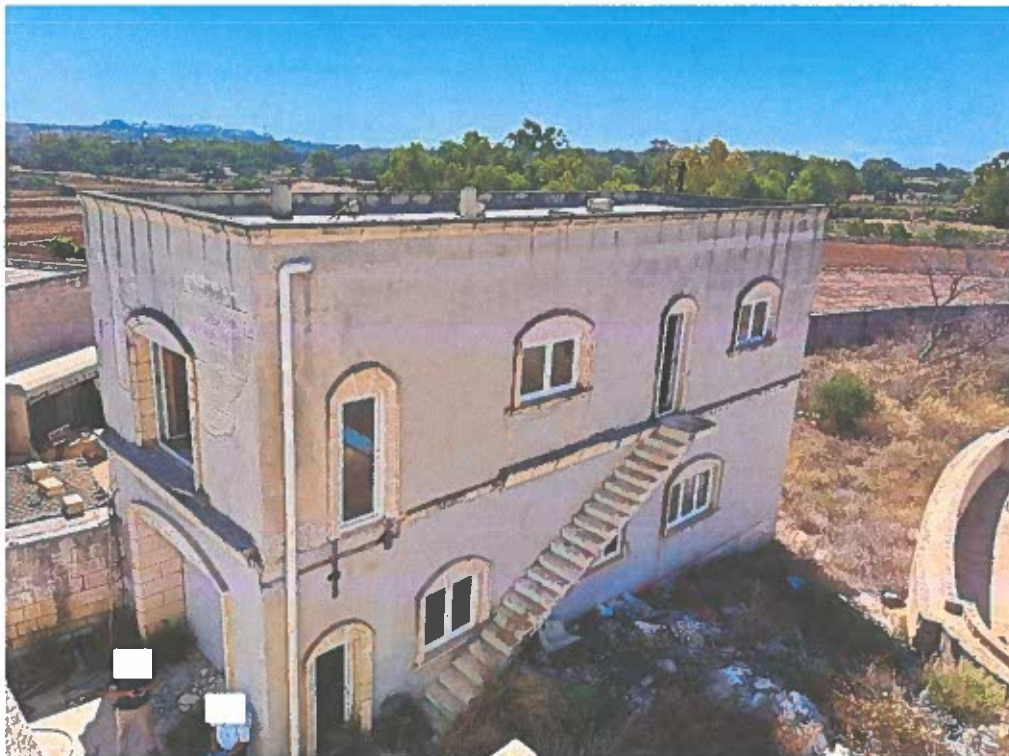


Ritratt 12. Ritratt tal-entrata tas-sit

Is-segventi huma ritratti tal-Blokka A:



Ritratt 13. Faċċata tal-Blokka A



Ritratt 14. Ritratt tal-Blokka A minn fuq Blokka B



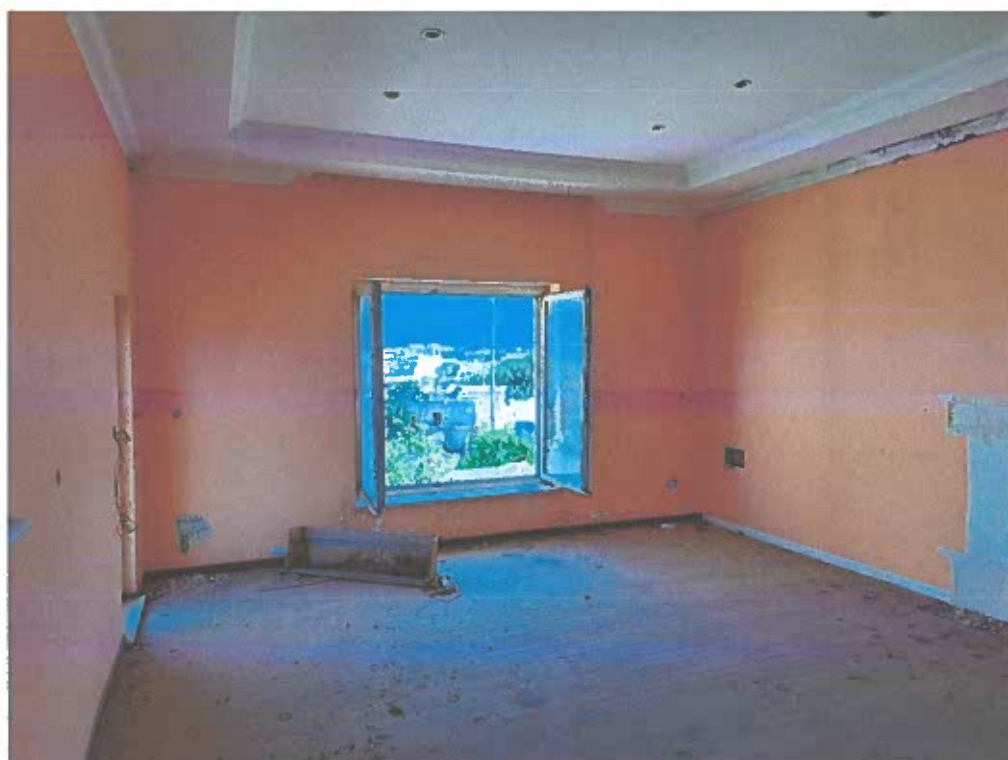
Ritratt 15. Garaxx



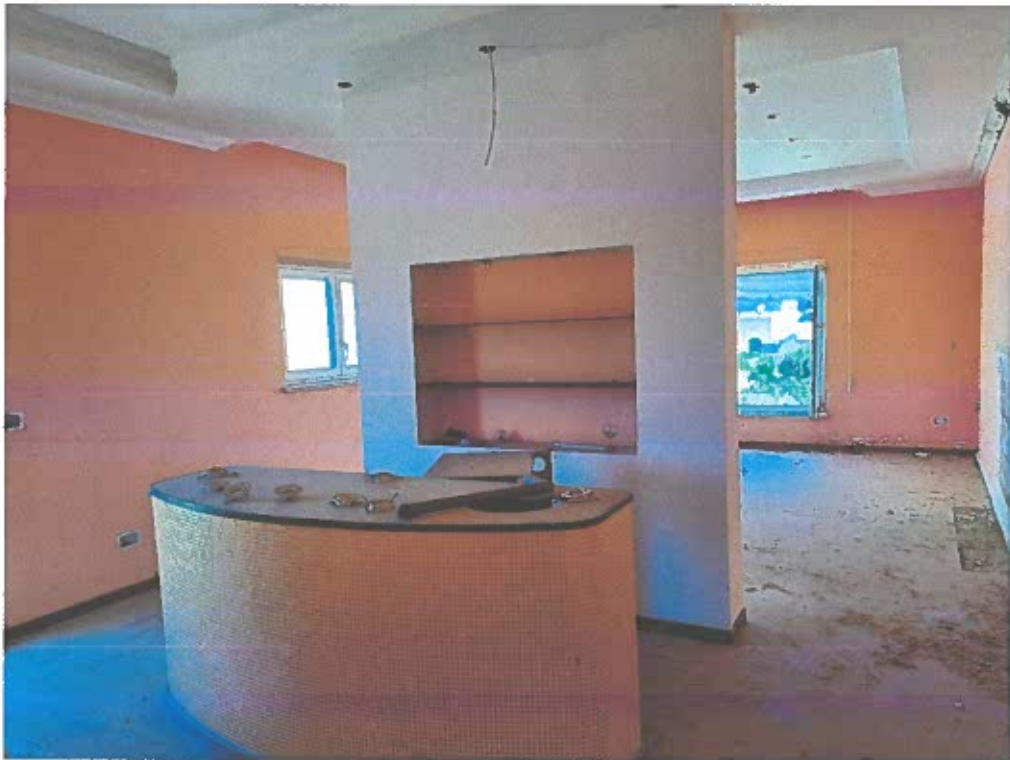
Ritratt 16. Garaxx



Ritratt 17. Kamra magħnab il-garaxx



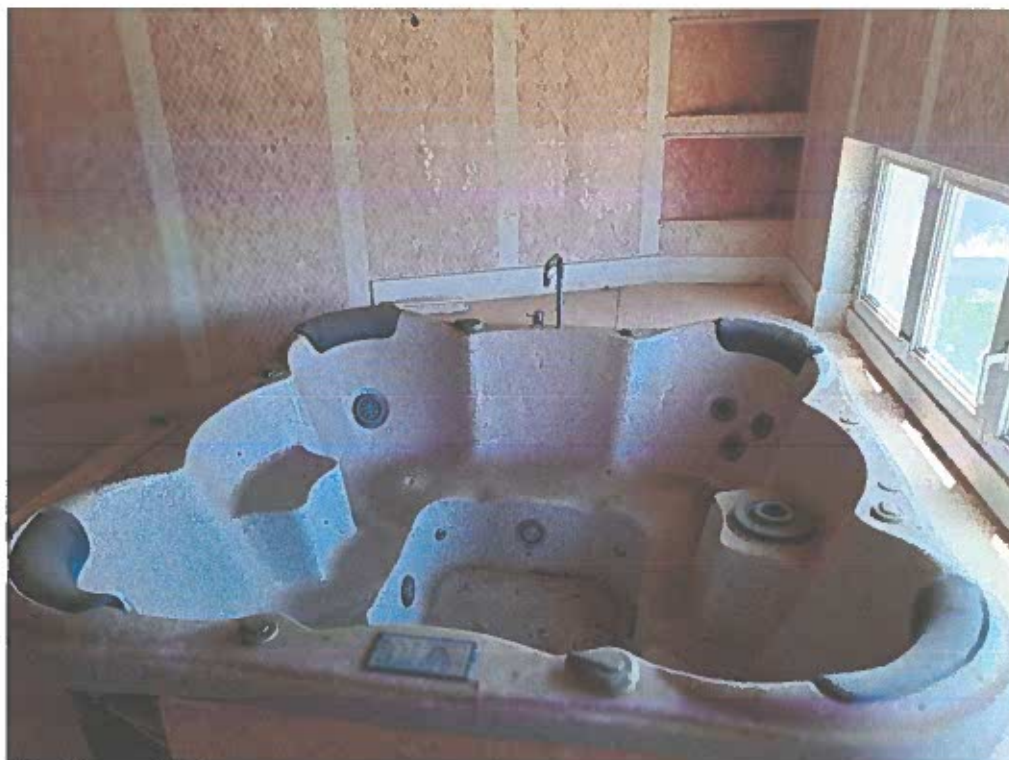
Ritratt 18. Kamra Vojta



Ritratt 19. Kamra Vojta



Ritratt 20. Kamra Vojta



Ritratt 21. Kamra bil-jaccuzzi

Is-segwenti huma ritratti tal-Blokka B:



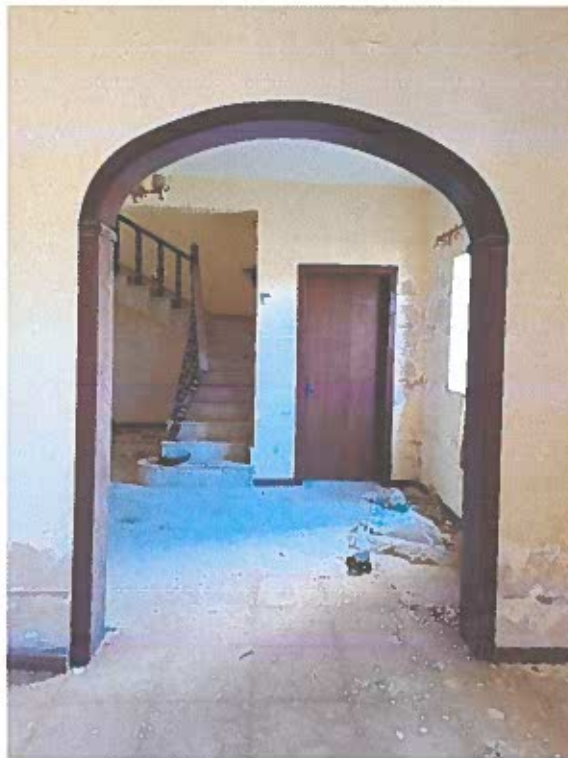
Ritratt 22. Faċċata tal-Blokka B



Ritratt 23. Ritratt ta' Blokka B minn fuq Blokka A



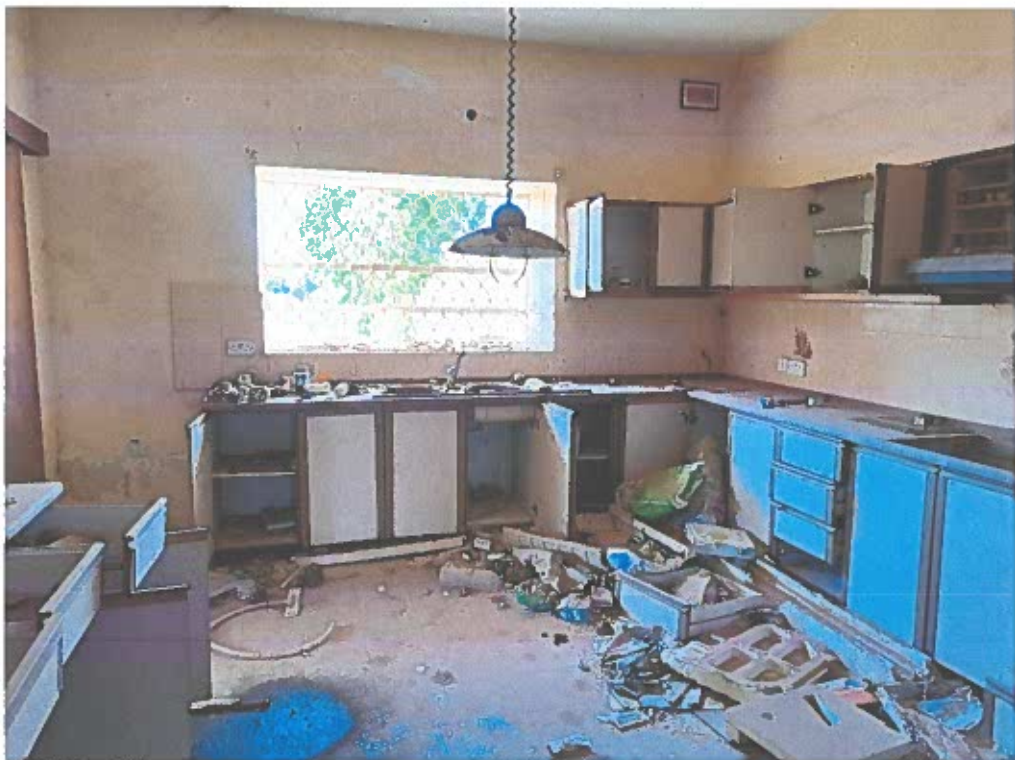
Ritratt 24. Kamra tal-pranzu u Salott



Ritratt 25. Taragħ



Ritratt 26. Kamra tat-taraġ



Ritratt 27. Kċina



Ritratt 28. Kamra tas-sodda



Ritratt 29. Kamra tas-sodda



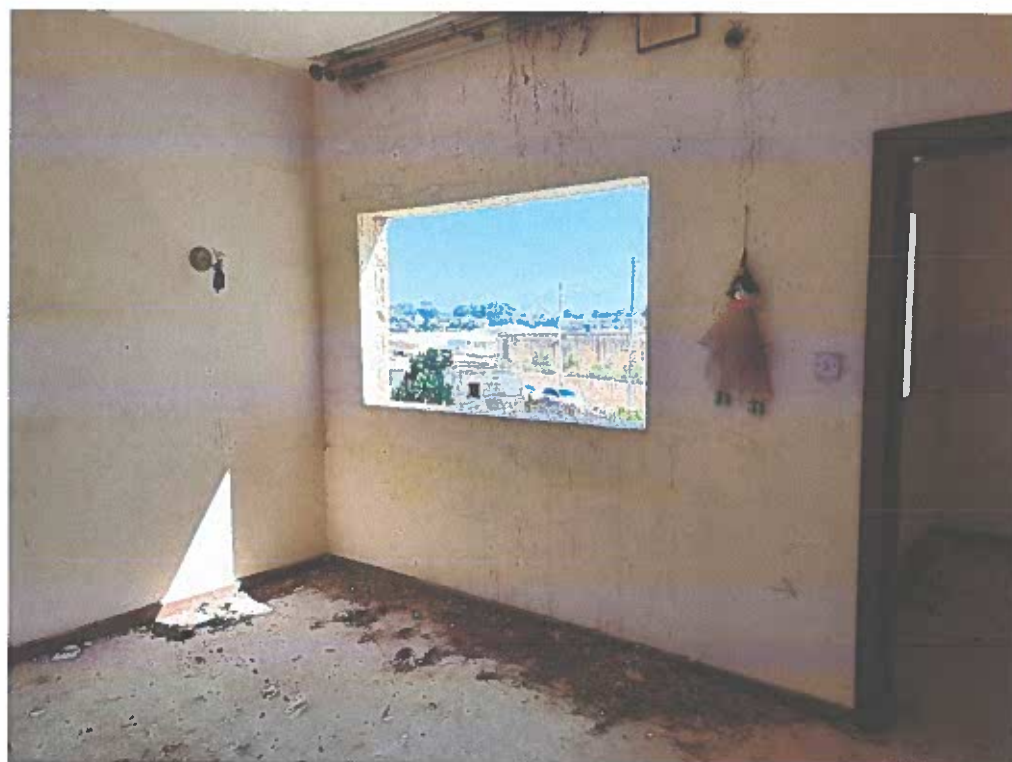
Ritratt 30. *Ensuite*



Ritratt 31. *Kamra tas-sodda*



Ritratt 32. Ensuite



Ritratt 33. Kamra tas-sodda



Ritratt 34. Washroom



Ritratt 35. Washroom



Ritratt 36. Bejt u taragħ għal fuq il-washroom



Ritratt 37. Washroom minn barra

3. Kundizzjoni tal-propjeta`

Iż-żewġ binjiet huma mibnija minn ħitan tal-ġebel u soqfa tal-konkos. Il-parti kbira tal-propjeta` nstabt f'kundizzjoni strutturali tajba fil-ħin tal-aċċess, iżda is-soqfa tal-ewwel sular ta' blokk A ma setgħux jiġu spezzjonati minħabba li huma mgħottijin bil-gypsum. Waqt l-ispezzjoni kien innutat li hemm xi blajjet maqsumin u ħarġu ukoll xi konsenturi. Fis-saqaf tal-*washroom* tal-Blokka B deher ukoll illi l-konkos beda jfaqqa' minħabba li saddad il-ħadid.

Il-finishes taż-żewġ binjiet huma f'kundizzjoni simili. Il-kundizzjoni tal-*finishes* instabu fi' stat mitluq, u il-parti l-kbira għandhom bżonn jerggħu jsiru.

L-għamla tal-finishes huma s-segwenti:

- Aperturi fi Blokk A huma tal-*PVC*
- Aperturi fi Blokk B huma tal-aluminju
- Ħitan imbajda
- Soqfa imbajda
- Saqaf tal-gypsum fi Blokk A
- Artijiet bil-madum tas-siment (tradizzjonali)
- Kamra tal-banju bil-madum mal-ħajt

Fl-għalqa hemm ukoll pixxini li bdiet tinbena. Għalkemm ix-xogħol tal-ġebel huwa lest, il-*finishes tagħha għadom ma bdewx isiru*.

Parti mill-ħitan li hemm mad-dawra tal-għalqa huma mwaqqa'. Fl-għalqa hemm ukoll parti minn kamra li kienet teżisti qabel.

4. Permessi

Is-sit tal-awtorita' tal-ippjanar turi li fuq is-sit hemm permess li ġie approvat. Dan il-permess b' numru PA/05979/08 u li ġie approvat, ikopri għal xogħolijiet ta' alterazzjoni fl-għalqa li jinkludu il-pixxina u twaqqiegħ ta' kmamar zagħar. Id-dokumenti u pjanti ta' dan il-permess huma mehmuzin f' Anness A.

5. Il-valur tal-fond

L-esponent għamel ricerka fuq propjetajiet simili fil-lokalità ta' Flaż-Żabbar. L-awtur assumma s-segweni għad-determinazzjoni tal-valur:

- i) Li l-propjetà għandha erba' kmamar tas-sodda u hija ta' daqs simili
- ii) Li l-propjetà tinkludi għalqa kbira u pixxina
- iii) L' istat tal-finishes u l-impjanti tad-dawl u ilma

Fi l-opinjoni tal-esponent li din il-propjeta għandha valur ta' ~~madwar~~ €1,707,400 (miljun, seba' mija u seba' telef u erba'mitt euro).

6. Konkluzjoni - Pizijiet, Kirjiet u Jeddiet

L-esponent nghata kuntratti kif ukoll ftehim ta' kiri li gew mehmuza.

- a. Kuntrat bejn HSBC BANK (Malta) u Vasily Yakovchenko u l-mara tieghu Marina Yakovchenko ghal self li jammonta ghal-500,000 euro. Kuntrat li sar fi 21 ta Meju 2009. (Anness 1).
- b. Kuntrat ta' bejh bejn Anthony Scerri u ohtu Margaret Catherine Fry u Vasily Yakovchenko u l-mara tieghu Marina Yakovchenko ghal-bejh tal-istess propjeta insemmi f'dan ir-rapport "Villa Tufli"12, go Has-Sajjied Lane, Triq Has-Sajjied, Zabbar ghal-amount ta' 560,000 euro. Kuntrat li sar fi 31 ta Lulju 2008. (Anness 2).
- c. Kuntrat ta' Kiri bejn Vasily Yakovchenko u l-mara tieghu Marina Yakovchenko u Alexander Boiciuc ghal-erbatax il-sena ghal-kirja ta 100euro fix-xaghar. Kuntrat li sar 16 ta Gunju 2010 (Anness 3).

Tant l-esponent għandu x'jirrelata għas-savju u superjuri ġudizzju ta' din il-Qorti.



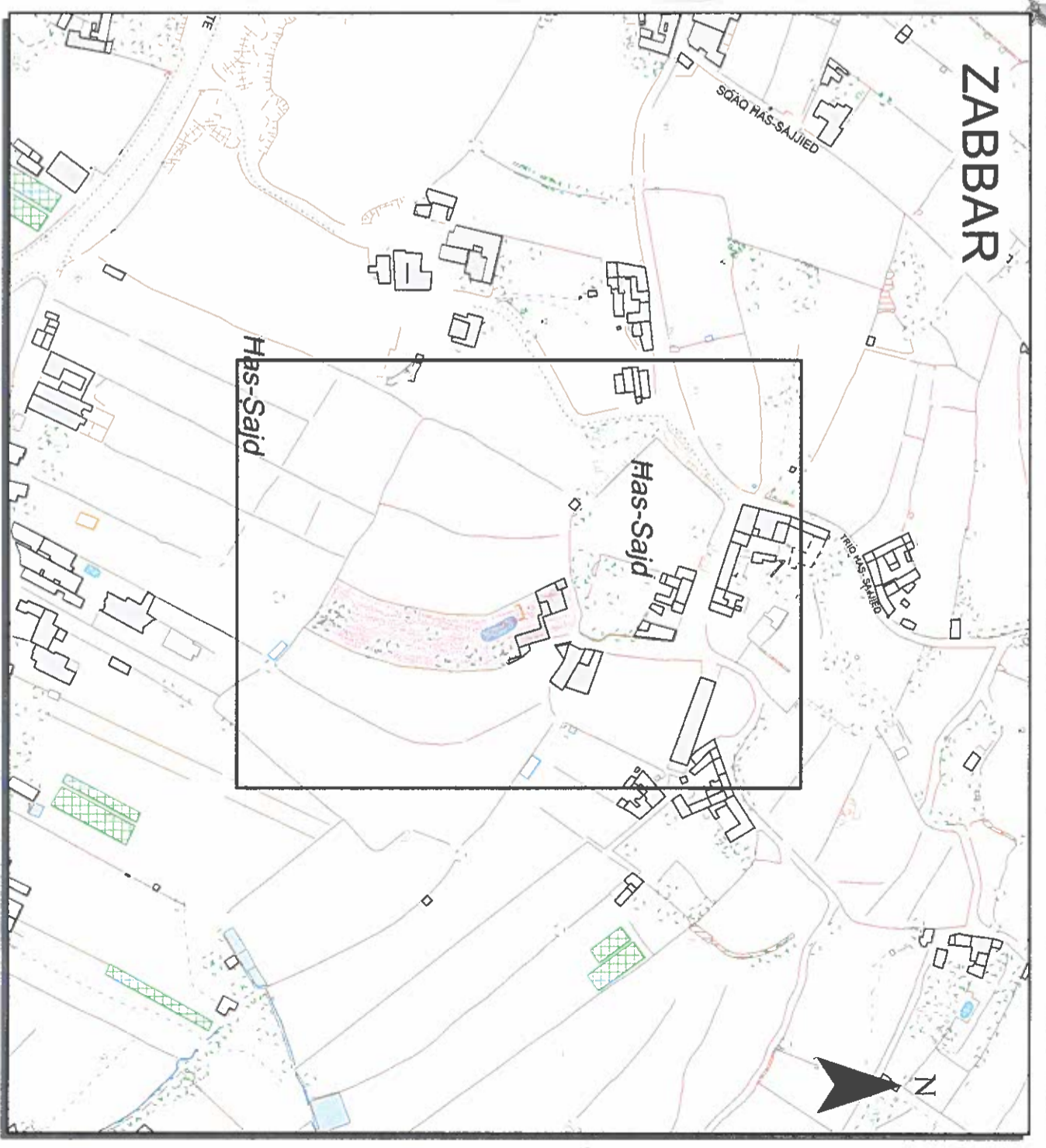
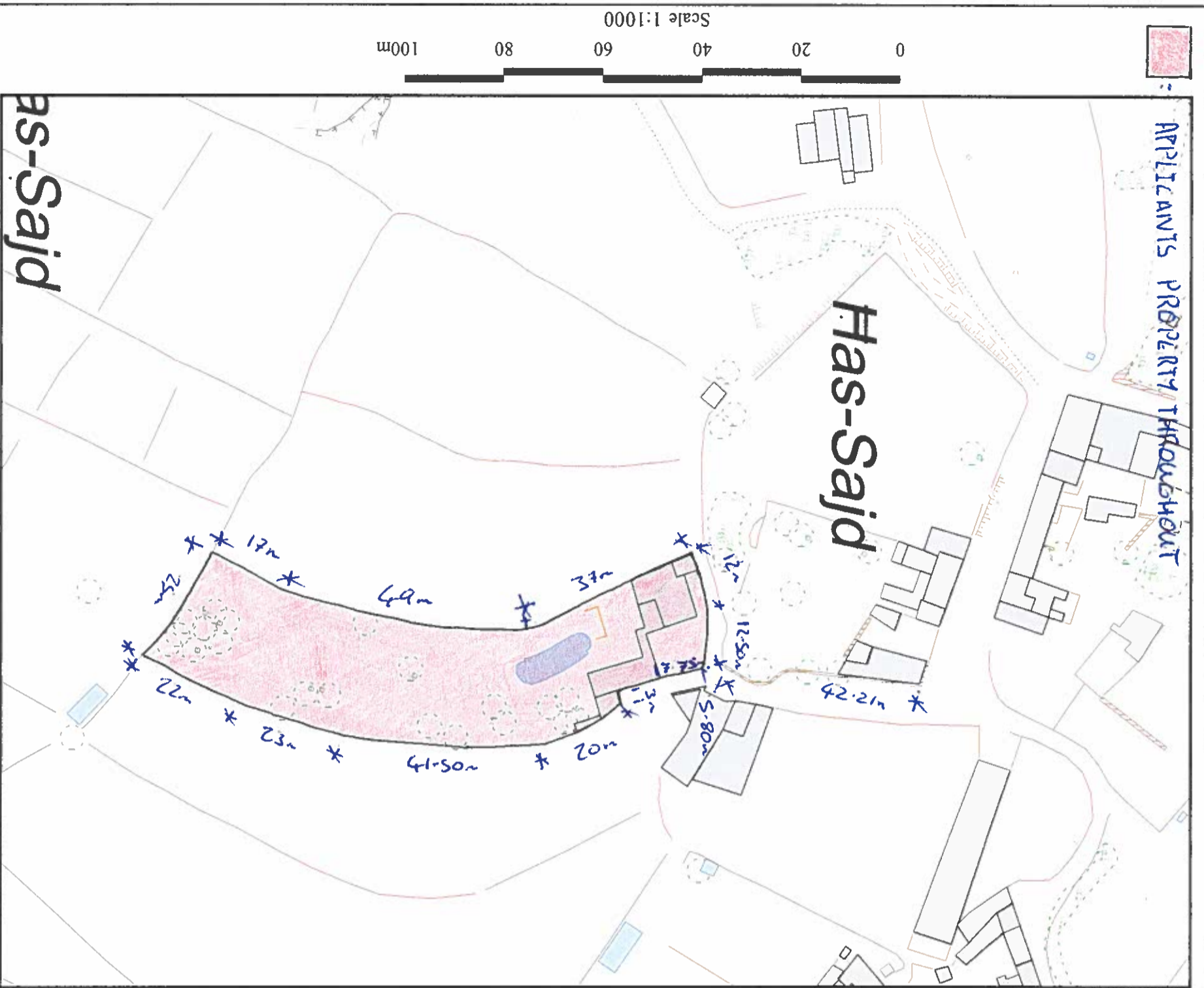
Perit Ian Camilleri
 B.E. & A. (Hons.), MSc. (Lond.),
 D.I.C., Eur Ing, A. & C.E.

[Signature]
 Carina Abdilla
 Deputat Registratur

25 JUL 2023

Ilum.....
 Ippreżentata mill- *Perit I. Camilleri*
 B/bla dok *disejri*

Ilum <i>15 ta' Settembru '23</i>
Deher il-Perit Legali / Tekniku: <i>Ian Camilleri</i>
Li wara li ddikjara li thallas l-ammont lilu dovut, halef/halfet li qeda/qdlet fedelment u onestament l-inkarigu moghti lilu/ha.
<i>[Signature]</i> Deputat Registratur



Pjanta tas-Sit 1:2500 Site Plan

Agenzija 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: **313392 E** Pożizzjoni Centrali: **x = 58976**
 Map Number: Centre Coordinates: **y = 69990**

Perit: Parti min S.S.: **5869**
 Architect: Extracted from S.S.:
 Area (square metres): **Qies (metri kwadri): 25000 1,617m² (FOCUS)**

Timbru tal-Perit: Firma ta' l-Applikant:
 Architect's Stamp: Applicant's Signature:



LR 315165
 Dritt imballas Fee Paid

**PART III
EIGHTH SCHEDULE**

Physical Attributes of Immovable Property

Locality ZABJAR

Address 12 "DELLA TUFELI"
HBS - SASIED LANE,
TRIQ HBS - SASIED,
HAZ - ZABJAR

Total Footprint of Area Transferred * 1617 sq.mt

**Tick where applicable
(Tick one box in each case except where indicated otherwise)**

Type of Property	<input checked="" 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 type="checkbox"/> Ground Floor Tenement		
Age of Premises	<input type="checkbox"/> 0-20 years	<input checked="" type="checkbox"/> Over 20 years	<input type="checkbox"/> Pre WW2	
Surroundings	<input type="checkbox"/> Sea View	<input checked="" type="checkbox"/> Country View	<input 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 <i>Tick as many as appropriate</i>	<input checked="" type="checkbox"/> With Garden	<input type="checkbox"/> With Pool	<input type="checkbox"/> With Lift	<input type="checkbox"/> With Basement
	<input type="checkbox"/> No Garage	<input type="checkbox"/> One Car Garage	<input type="checkbox"/> Two Car Garage	<input checked="" type="checkbox"/> Multi Car Garage
Airspace	<input checked="" type="checkbox"/> Ownership of Roof	<input type="checkbox"/> No Ownership of Roof	<input type="checkbox"/> Shared Ownership	

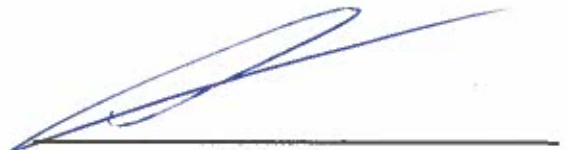
* Includes all lands and gardens but excludes additional floors, roofs and washrooms

** Includes plastering, electricity, plumbing and floor tiles

*** Includes ** plus bathrooms and apertures

Date: 26.07.23

Perit's Signature: _____



Warrant Number: _____

651

Rubber Stamp: _____



Anness ①

Today, the twenty first day of May of
the year two thousand and nine (2009)

MR MS

Deed No.

Before me, Doctor of Laws VANESSA BUTTIGIEG, Notary Public in Malta, duly sworn and admitted, have personally appeared, after being identified by me in terms of law, by means of the official documents mentioned hereunder:

Loan

Vol. I:
7311/2009
(loan)

Of the first part: Doctor of Laws Paula Mifsud Bonnici, wife of Carlos Cordina, daughter of Doctor of Medicine Antoine Mifsud Bonnici and Rose nee Fava, born in Saint Julians and residing at Rabat, Malta, holder of identity card number 6173(M) who is appearing on this deed, for and on behalf of HSBC BANK (Malta) p.l.c, as duly authorised, to be referred to hereinafter, as the Bank.

Of the second part:

VASILY YAKOVCHENKO, in business, son of Nicolay and Elena nee Maslova, born in Donetsk Ukraine and residing at Sity Nadim Zvereva street number forty seven (47) flat number one hundred sixty (160) Russia holder of Russian Passport numbered 62 5563621, together with his wife MARINA YAKOVCHENKO, daughter of Alexander Merkulov and Tatiana nee Shlic born in Eisc Russia, holder of Russian passport number 62 5557902, residing at Sity Nadim Zvereva street number forty seven (47) flat number one hundred sixty (160) Russia jointly and in solidum between them, hereinafter referred to as the Customers. Marina Yakovchenko is appearing on this deed in her own name as well as in the name of her husband Vasiliy Yakovchenko and this as duly authorised by the Power of Attorney here attached and marked as document letter "B".

Whereas the customers has requested the Bank to grant them on loan the sum of five hundred thousand Euros (€500,000) to end finance completion of residence and as security the customers has offered the Bank a General Hypothec,

and a Special Hypothec on the immovable property described hereunder.

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

Now therefore, in virtue of this deed, the Bank hereby grants on loan to the customers, who accept, the sum of five hundred thousand Euros (€500,000) to be paid from time to time directly to suppliers and/or contractors as requested by the customers.

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, constitute in favour of the Bank, which accepts:

- a General Hypothec on their property present and future for the amount of five hundred thousand Euros (€500,000)
- a Special Hypothec for the amount of five hundred thousand Euros (€500,000) on The Villa called "Villa Tuffi" with official number twelve (12), in Has-Sajjed Lane, Triq Has-Sajjed, in Zabbar, including its annexes and gardens, built on part of the field in the limits of Zabbar, known as "Ta' Has-Sajd", or "Ta' Kosbor", all said field measuring together two and one half tumoli, and bounded on the East by property of Carmelo Mizzi, West by property of the successors in title of the late Professor Sir Luigi Preziosi, and North by the lane called "Ta' Danier", free and unencumbered, with all its rights and appurtenances, free from servitudes, burdens, and third party rights and with all its rights and appurtenances, which property is better shown in yellow on a plan attached to a deed in the records of Notary Doctor Joseph Smith La Rosa dated the thirty first day of July of the year two thousand and eight (2008) and marked with letter "A".

It is agreed, that the loan shall bear interest at the rate stipulated in the sanction letter. The said interest is to be reckoned on the outstanding balance of loan from time to time, in accordance with recognised Banking practice.


Unless otherwise agreed, the loan is for a fixed term as stipulated in the sanction letter. However, the Bank and the customers agree that if an event of default, mentioned in the General Conditions Regulating Loans, takes place, any sum outstanding to the Bank shall be immediately due and payable (together with all charges and expenses) when notified of a default situation by judicial letter and they fail to regularise their position. 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 customers hereby acknowledge receipt of the sanction letter and any subsequent amendment thereto as well as the General Conditions Regulating Loans hereby attached and marked as document letter "A"; the customers confirm having read, understood and accepted the terms and conditions therein regulating the facility being granted.

Furthermore the customers and the Bank agree as follows:

(1) The customers undertake to refund to the Bank all out of pocket expenses, including legal fees and administrative charges made for bringing up to date from time to time the searches into the liabilities and transfers of the customers and also for maintaining all the Bank's security in good order to the satisfaction of the Bank from time to time, but do not include legal and processing fees.

(2) The Bank shall retain in its possession the searches into the liabilities and transfers of the customers until the loan is paid in full.



(3) If so requested by the Bank, the customers undertake 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 policy. Furthermore, the customers authorise the Bank to effect any insurance on said property as the Bank may deem fit at the customer's sole expense.

(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 not to:

a) Give, any further hypothecs/charges over the said hypothecated immovable property even if these rank after the hypothecs/charges to be registered in favour of the Bank in virtue of this deed and,

b) Let, part with or allow third parties to use the said hypothecated immovable property under any title whatsoever, without the Bank's prior written consent.

The customers acknowledge that the bank has obtained legal advice on the title to the property acquired on this deed for the purposes of effecting its own risk assessment of the lending.

The undersigned notary declares after having duly verified at the Land Registry that the immovable/charge is not registerable in terms of law.

The Customers authorise the Bank to apply to the Land Registrar for the registration of the immovable transferred in the second part of this deed and for the registration

of the charge constituted in virtue of this part of the deed should the immovable becomes registerable in the Land Registry.

The customers hereby authorise the bank to register the title and cause of preference on all property specially charged on this deed at customers' expense and the customers bind themselves to assist the bank in all matters in this regard should this be necessary to afford to the bank a continuing valid cause of preference under the present or changing legal regimes. The bank is hereby authorised to debit the customers' facility account with the expenses so incurred.

The customers delegate the Bank, to pay the Notary on his first demand, an amount representing notarial fees and registration expenses, relative to the deed, by the debit of customers' account/s with the Bank, and that it shall not be incumbent upon the Bank, to verify whether such amount is justified.

This deed was done, read and published after due explanation of its contents according to the law in Malta, at the HSBC Bank Malta p.l.c offices, in Valletta, Merchant Street, number thirty-two (32).

Signed:

Vasily Yakovchenko

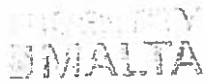
Marina Yakovchenko

Dr Paula Mifaud Bonnici

Dr Vanessa Buttigieg

Notary Public of Malta

NOT. DR. JOSEPH SMITH LA BCSA
S.A (Legal & Theo Dip. Not. Pub.
Notary Public and Commissioner for Oaths
Notarised and Authenticated
Certified True Copy



Searches Unit,
Archbishop Street,
Valletta
Tel No: 25904400
Email: pubsearches@identitymalta.com

INVOICE

HSBC (RBWM Recoveries)
HSBC,
Business Banking Sector,
RBWM Recoveries,
80 Mill Street,
Qormi

Invoice No.
Reference:
Date Issued:

559063
N/A
21 July 2022

Contact Number: 2380 1987 / 2380 3554

Orders

Order Number	Main Criteria
1271797	VASILY YAKOVCHENKO

Number Of Searches	1	€	15.85
Number Of Notes	3	€	9.60
GPP	0	€	0.00
D/M	0	€	0.00
D/P	0	€	0.00
Common Notes	0	€	0.00
Total Search Fee		€	25.45

No Remarks

Order 1271797 Front Page

Name VASILY YAKOVCHENKO
Spouse MARINA YAKOVCHENKO
Father NICOLAY YAKOVCHENKO
Mother ELENA MASLOVA

ID Card 10169304 Birthplace ABROAD Date Of Birth 03/05/1955

Liabilities From 01/01/1992 To 04/07/2022 Malta & Gozo

Transfers From 19/05/1973 To 04/07/2022 Malta & Gozo

Fidi From 01/01/1981 To 04/07/2022 Malta & Gozo No Different Maternity

Search Results

Note Type	Note Year	Note Num.	V	D/P	D/M	I
H	2009	7311				
I	2008	13273				
I	2010	9926				

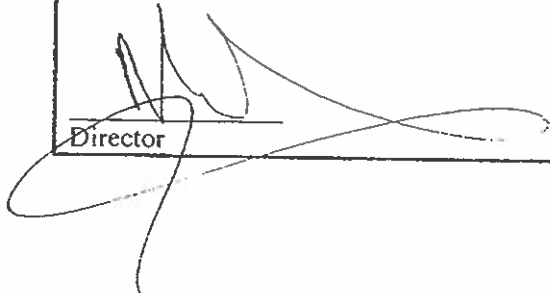
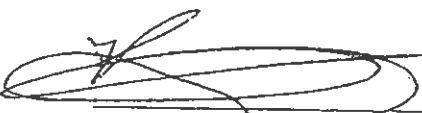
*This search covers the parameters shown above but does not necessarily include the same entity / person / association / etc. indexed / enrolled under different names.

Order No: 1271797 | Normal | No Different Maternity | Notary Group: HSBC (RBWM Recoveries) | Client: Mariella Caruana
Number of Entries: 3 | Date Submitted: 07/07/2022 | Date Completed: 20/07/2022

1247980

Identity-Malta



Note for the Inscription of Hypothec		Progressive Number <u>7311</u>
Remarks (for official use)		
Creditor: HSBC BANK (Malta) p.l.c		
Debtors: VASILY YAKOVCHENKO, in business, son of Nicolay and Elena nee Maslova, born in Donesc Ukraine and residing in Russia holder of Russian Passport numbered 62 5563621 together with his wife MARINA YAKOVCHENKO , daughter of Alexander Merkulov and Tatiana nee Shlic born in Eisc Russia, holder of Russian passport number 62 5557902, residing in Russia jointly and severally between them.		
Credit: Five hundred thousand Euros (€500,000), granted on loan by creditor to debtors by virtue of a deed in my records dated the twenty first (21 st) day of May of the year two thousand and nine (2009), which sum the creditor as delegated by debtors are to be paid form time to time directly to suppliers and/or contractors. The loan shall bear interest at the rate stipulated in the sanction letter. <p style="text-align: right;">....cont</p>		
Cause of Preference: a General Hypothec on their property present and future for the amount of five hundred thousand Euros (€500,000) also a Special Hypothec for the amount of five hundred thousand Euros (€500,000) on: The Villa called "Villa Tuffi" with official number twelve (12), in Has-Sajjied Lane, Triq Has-Sajjied, in Zabbar, including its annexes and gardens, built on part of the field in the limits of Zabbar, known as "Ta' Has-Sajd", or "Ta' Kosbor", all said field measuring together two and one half tumoli, and bounded on the East by property of Carmelo Mizzi, West by property of the successors in title of the late Professor Sir Luigi Preziosi, and North by the lane called "Ta' Danier", free and unencumbered, with all its rights and appurtenances, free from servitudes, burdens, and third party rights and with all its rights and appurtenances, which property is better shown in yellow on a plan attached to a deed in the records of Notary Doctor Joseph Smith La Rosa dated the thirty first day of July of the year two thousand and eight (2008) and marked with letter "A".		
Date _____		
 Director	 Notary Doctor Vanessa Buttigieg	

Note for the Inscription of Hypothec Progressive Number 7311

Remarks
(for official use)

Creditor:

Debtors:

Credit: The said interest is to be reckoned on the outstanding balance of loan from time to time, in accordance with recognised Banking practice. Unless otherwise agreed, the loan is for a fixed term as stipulated in the *sanction letter*. However, the creditor and the debtors agreed that if an event of default (mentioned in the General Conditions Regulating Loans attached to the deed and marked document letter 'A') takes place, any sum outstanding to the creditor shall be immediately due and payable (together with all charges and expenses). All rights appertaining to the creditor shall be exercisable and all security shall become enforceable. In such event the debtors shall lose the benefit of any time granted to them for payment and this without the necessity of any other proceedings.

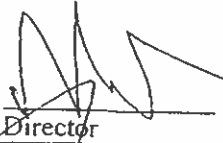
The debtors acknowledged receipt of the sanction letter and any subsequent amendment thereto; the debtors confirmed having read, understood and accepted the terms and conditions therein regulating the facility granted. The debtors undertook in favour of the creditor, which accepted not to:

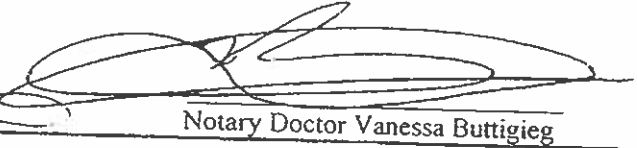
- a) Give, any further hypothecs/charges over the said hypothecated immovable properties even if these rank after the hypothecs/charges to be registered in favour of the Bank in virtue of this deed and,
- b) Let, part with or allow third parties to use the said hypothecated immovable properties under any title whatsoever, without the Bank's prior written consent,

and this under all those terms and conditions mentioned in the deed.

Cause of Preference:

Date _____


Director


Notary Doctor Vanessa Buttigieg

Thirty first (31st) day of July
of the year two thousand and eight (2008)

13273

Sale made by ANTHONY SCERRI, scaffolder, son of the late Joseph and Carmela nee Caruana, born in Melbourne Australia and residing at Zabbar, holder of Maltese identity card number 247188M, together with his sister MARGARET CATHERINE FRY, legally divorced from John Stanley Fry, daughter of the abovementioned Joseph Scerri and Carmela nee Caruana, born Zejtun and residing in Melbourne Australia, holder of Australian passport number L7575774 in favour of VASILY YAKOVCHENKO, in business, son of Nicolay and Elena nee Maslova, born in Donesc Ukraine and residing at Russia holder of Russian Passport numbered 62 5563621, together with his wife MARINA YAKOVCHENKO, daughter of Alexander Merkulov and Tatiana nee Shlic born in Eisc Russia, holder of Russian passport number 62 5557902, Russia.

The Vendor, sold, conveyed and transferred unto the Purchasers who accepted, purchased and acquired:-

Villa called "Villa Tufli" with official number twelve (12), in Has-Sajjied Lane, Triq Has-Sajjied, in Zabbar, including its annexes and gardens, built on part of the field in the limits of Zabbar, known as "Ta' Has-Sajd", or "Ta' Kosbor", all said field measuring together two and one half tumoli, and bounded on the East by property of Carmelo Mizzi, West by property of the successors in title of the late Professor Sir Luigi Preziosi, and North by the lane called "Ta' Danier".

The Villa was sold tale quale as seen and inspected by the purchasers, freehold, free and unencumbered from servitudes, burdens, and third party rights and with all its rights and appurtenances, which property is better shown in yellow on the plan attached to the deed and marked with letter "A". Included in the sale are the fitted kitchen, air-conditions, light fittings, fitted carpets, pool with the relative pool equipment, swimming pool tools and all swimming pool attachments and Bar-B-Q, excluding pool/billiard table.

This sale was made and accepted for the price of five hundred and sixty thousand Euros (€560,000) equivalent to two hundred and forty thousand four hundred and eight Malta Liri (Lm240,408), for the property and subject to all the terms and conditions indicated in the deed in my records.

558.221

RECEIVED
26 AUG 2008

Dr. Joseph Smith La Rosa
Notary Public of Malta

009926

Sixteenth (16th) day of June of the year two thousand and ten (2010).

A contract of lease entered into by **Marina Yakovchenko**, wife of Vasily Yakovchenko, daughter of Alexander Merkulov and Tatiana nee Shlyk, born in Krasnodar territory Russia and residing at Zabbar holder of Russian passport number 51No4347171 and **Vasily Yakovchenko**, son of the late Nikolay and Elena nee Maslova born in Donetsk Ukraine and residing in Nadym Russia, holder of Russian Passport number 62No5563621, Hereinafter referred to as the lessors and **Alexander Boiciuc**, employed, son of Vasyl Boichuk and Alla nee Dolganuc born in Balti Republic of Moldova and residing at Qawra limits of Saint Paul's Bay, holder of identity card number 30897(A) Hereinafter referred to as the lessee of the tenement namely 'Villa Tufli' officially numbered twelve (12) in Has-Sajjied Lane, Triq Has-Sajjied in Zabbar, including its annexes and gardens, with all its rights and appurtenances, tale quale.

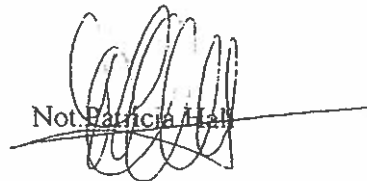
This lease agreement was made and accepted under the following terms and conditions:

- (a) For a period of fourteen (14) years commencing from the date of the deed.
- (b) At the rate of one hundred Euros (Eur 100) per month, and payable every month in advance, with the first payment being effected today.
- (c) The lessee can sub-let the abovementioned tenement during the period of this lease agreement.
- (d) The lessee retained the right with the acceptance of the lessor, to purchase the above mentioned immovable property at any time during the period of the lease agreement or at the expiration of this lease agreement for the price of two hundred thousand Euros (EUR200,000).

Handwritten notes: 2.33.1 and a signature.

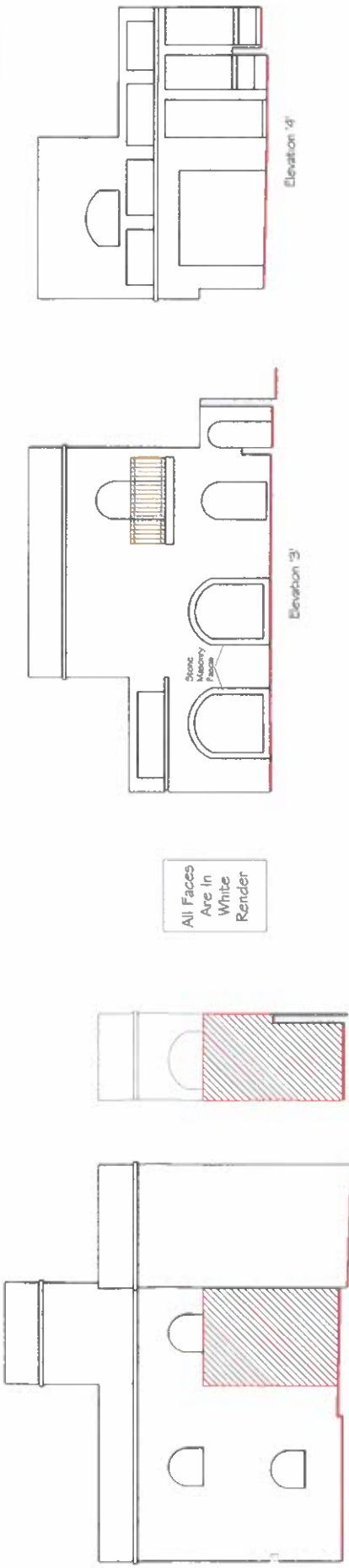
Olga Starashnova, an unmarried daughter of Aisenig Fokin and Inna nee Inozemtseva, born in Vladivosfor Russia and residing at Naxxar holder of Maltese identity card number 0055044(A) appeared on the deed as interpreter after having made a solemn declaration to perform her duties as interpreter faithfully

And under all the other terms and conditions stipulated in the deed;


Not. Patricia Hall

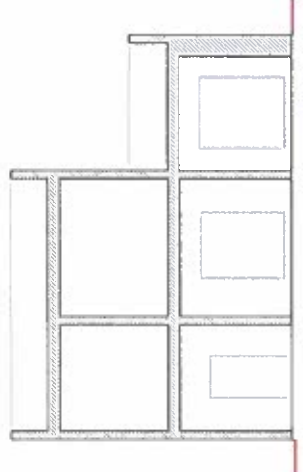
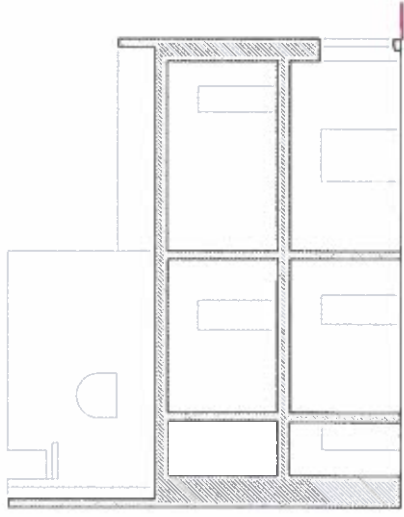
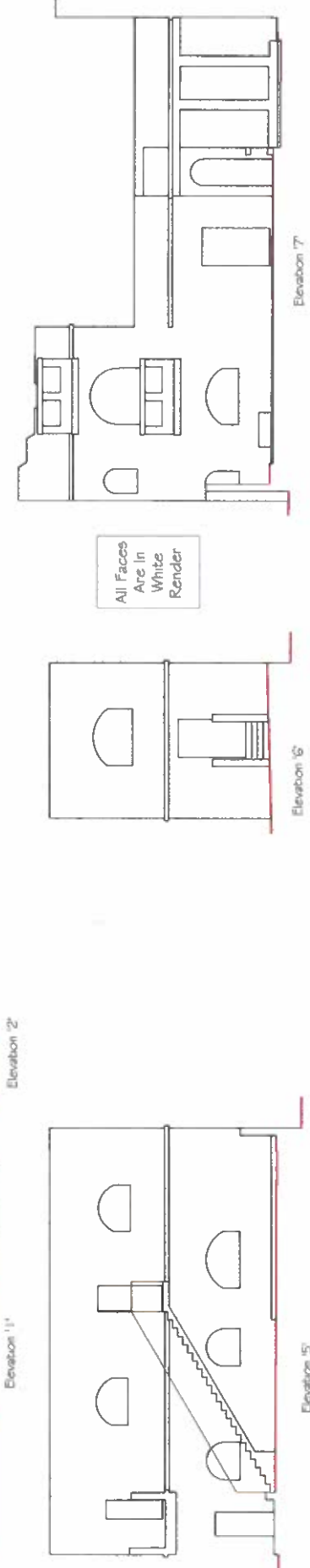


Annex A



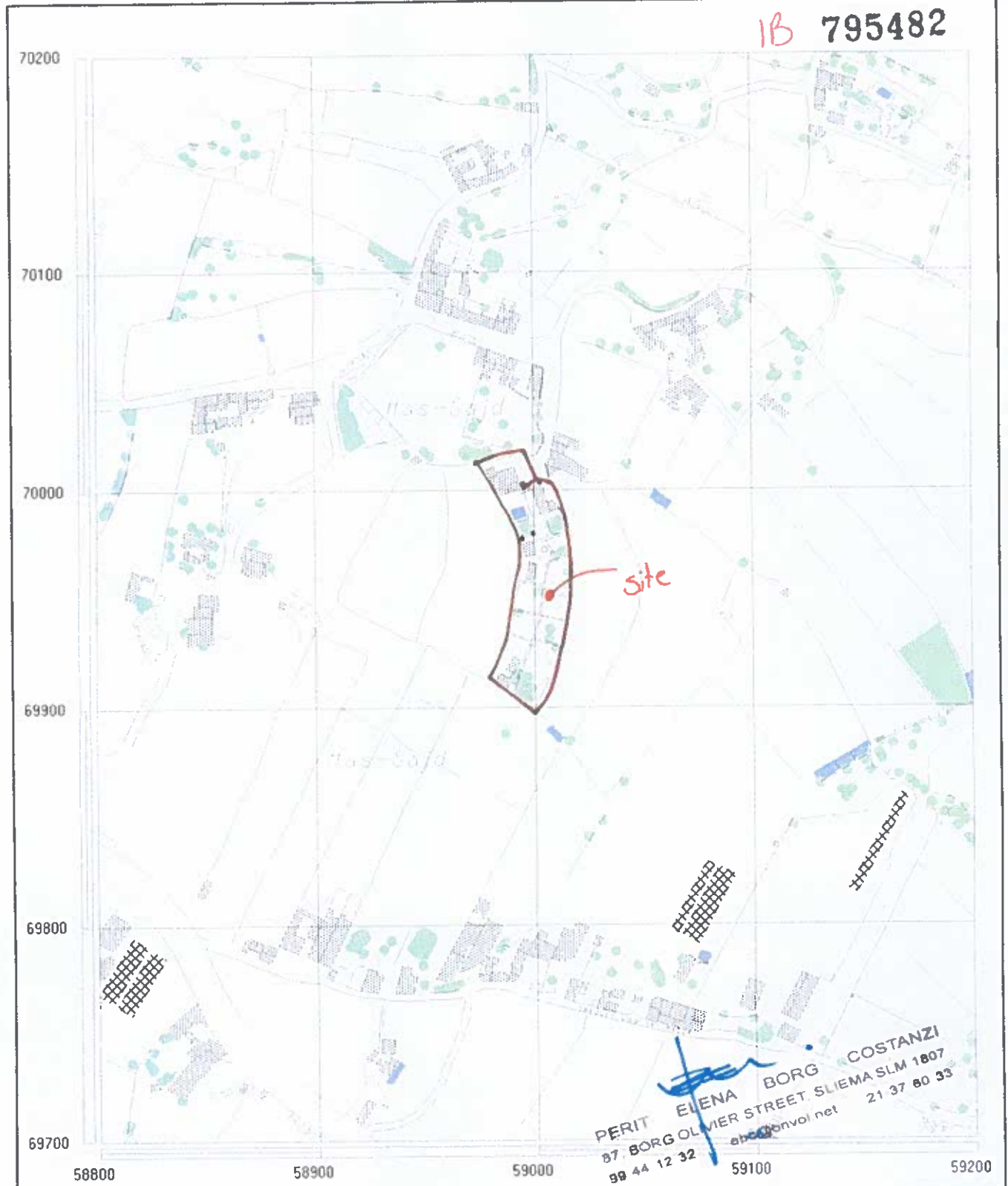
All Faces Are In White Render

All Faces Are In White Render



PERI ELENA BORG OOSTANZI	
ARCHITECT/CIVIL ENGINEER	
MEMBER 1: 02080 21 OF 80 89	MEMBER 2: 02080 0044 1208
127, George Street, Suite 101, Sliema, Malta 2027	
PROFESSIONAL	With Title of Engineer Registered in Malta No. Members: 10
CLIENT	03
SCALE	04
DATE	10-11-2021
CREATED BY	JOB NUMBER
DATE	PROJECT CODE
04	AS

1B 795482



Malta Environment & Planning Authority
Mapping Unit Site Plan, Scale 1:2500

St. Francis Ravelin
 Floriana
 PO Box 200, Valletta
 Tel: 21240976 Fax: 21224846
 www.mepa.org.mt



Part of Survey Sheet(s): 585695 585700 590695 590700

Date Issued:- 15/10/08

- The numbered lines indicate 100m intervals on a U.T.M. grid
- This site plan is not to be used for interpretation or scaling of scheme alignments
- Users noting additions or corrections to this map are kindly requested to inform the Mapping Unit

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PERIT IAN CAMILLERI			
PERIT TEKNIKU - DRITT U SPEJJEZ			
RIKORS NRU.	4/2023		
FL-ISMIJET	HSBC Bank Malta plc Vs Dr. Cedric Mifsud et noe		
DRITT	RATA (€)	NUMRU	TOTAL (€)
Valutazzjoni*	0.003	1,707,400.00	5,122.20
Valutazzjoni*	0.003		0.00
Valutazzjoni*	0.003		0.00
Opinjoniġiet - Punti Trattati	116.47	6.00	698.82
Opinjoniġiet - Danni/Kumpens	232.94		0.00
Stima ta'xogholiġiet	5%		0.00
Stima ta'xogholiġiet	2%		0.00
TOTAL DRITTIJET			5,821.02
SPEJJEZ	RATA (€)	NUMRU	TOTAL (€)
Access	32.00	1	32.00
Seduti	24.00		0.00
Pjanta A4	58.23		0.00
Pjanta A3	87.35		0.00
Pjanta A2	160.14		0.00
Pjanta A1	233.00		0.00
Trasport	6.99	1	6.99
Typing Relazzjoni	0.70	5	3.50
Kopji Relazzjoni	0.23		0.00
Traskrizzjoni Verballi	0.70		0.00
Kopji Verballi/Dokumenti	0.23		0.00
Notifiki	1.16		0.00
Ritratti	1.16	37	42.92
Aerial Photographs	13.50		0.00
TOTAL SPEJJEZ			85.41
TOTAL DRITTIJET*			2,000.00
TOTAL DRITT U SPEJJEZ			2,085.41
VAT	18%	2,085.41	375.37
TOTAL DOVUT			2,460.78

* Capping ta' €2,000 ghal kull valutazzjoni skond sentenza mogħtija fit-12 ta' April 2018 fil-kawza Rik. Nru. 560/17 JPG - APS Bank Ltd vs C&M Contractors Ltd. u d-Direttur Qrati Civili u Tribunali

Subbasta " / av'
Qorti Kostituzzjonali (Malta) 28 May
ce

Onor. Imħallef. Audrey Demicoli LL.D.

Rikors Numru 4/2023

HSBC Bank Malta plc C3177

Vs

Dr. Cedric Mifsud et noe



Rikors tal- Perit Ian Camilleri

18 ta' April 2024

Onor. Imħallef. Audrey Demicoli LL.D.

Rikors Numru 4/2023

Rikors tal-Perit Ian Camilleri

Jesponi bir-rispett:

Fuq ħatra tal- Imħallef. Audrey Demicoli tal-24 ta' Jannar 2023 l-esponent ingħata l-inkarigu sabiex jagħmel rapport dwar il-valur lokatizju tal-propjeta bl-indirizz "Villa Tufli", numru 12, f' Ħas-Sajjed Lane, Triq Ħas-Sajjed, Ħaż-Żabbar.

L-esponenti gie mistoqsi jekk il-propjeta għandhix pizijiet kif deskritti fil-kuntratt tan-Nutar Buttigieg flimkien mal-konfini tal-propjeta'.

- L-esponent għamel referenza għal kuntratt tan-Nutar Buttigieg li jgħid li m'hemm l'edba pizijiet fuq il-propjeta. Referenza għal din tider fil-kuntratt: "*....free and unenceumber, with all its rights and appurtenances...*"
- Fir-rigward tal-konfini:

Il-propjeta tinsab fi Triq Ħas-Sajjed, fil-limiti ta' Ħaż-Żabbar magħrufa bħala "Ta' Ħas-Sajd" jew "Ta' Kosbor." Din iż-żona tikkonsisti minn għelieqi li jinkludu binjiet simili tal-propjeta in kwistjoni.


Qiegħda fiż-żona ODZ (Outside Development Zone) li tfisser li ma jistax isir żvillupp

Il-propjeta imdawra min għelieqi minn kull naha. L'access għal-propjeta huwa min trejqa f' Ħas-Sajjed Lane. Tul ix-xellug il-propjeta għandha tul ta' circa 103m waqt li tul għal - lemin tal - propjeta għandha tul ta' crica 124m. Il-wisa tal-

propjeta fuq wara jammonta ghal circa 25m. Dawn kollha jistghu jigu nnutati fil-land registry li giet sottomessa.



Perit Ian Camilleri
B.E. & A. (Hons.), MSc. (Lond.),
D.I.C., Eur Ing, A. & C.E

Ilum <u>19 ta' Ewru 2024</u>
Deher li-Perit Legali / Tekniku: <u>Ian Camilleri</u>
Li wara li ddikjara li qiegħas i-ammont ilu dovut, halef/halfet li qeda/qdlet fedelment u onestament l-inkarigu mogħli lili/ha.
 Deputat Registratur

23 MAY 2024


LYDON GRECH
Deputy Registrar
Court Services Agency

Ilum.....
Ippreżentata mill- Perit Ian Camilleri
B/bla dok.....dokumentti