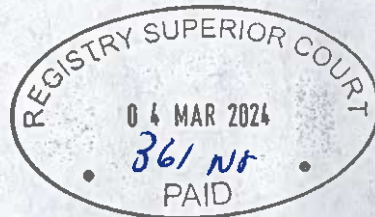


Perit Jonathan Grech
B. E.&A. (Hons.)(Melit.), A. & C. E., MSc (Surrey)

40, Triq il- Kappella tal- Mirakli, Attard, ATD2692
Mobile: 79018753
Email: peritjgrech@gmail.com

Fil-Prim' Awla tal-Qorti Civili

Subbasta Numru. 35/2223



FI-Atti tas-Subbasta:

HSBC Bank Malta plc C 3177

Vs

**Dr. Mifsud Cutajar Mark Anthony KI
136778 M et noe**

RELAZZJONI TAL-PERIT TEKNIKU

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

Referenza tal-Perit: 1301/23

3 ta' Marzu 2024

Indirizz tal-Propjeta: 56, Orchid Flats, Apartment 6, Triq Sliema, Gzira

Skop

L-iskop ta' dan ir-rapport huwa li jipprezenta stima u dettalji tal-propjeta immobbli hawn fuq msemija. Jiena, l-Arkitett u Inġinier Civili Jonathan Grech, numru tal-warrant 859, hawn taht iffirmat niddikkjara, wara access fuq il-post hawn fuq imsemmi li sar nhar t- 23 ta' Frar 2024, u wara digriet tal-Qorti moghti fit- 8 ta' Novembru 2023, dan li gej:

Tip ta' Propjeta u Deskrizzjoni

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

Il-fond in kwistjoni jikkonsisti minn appartament fit- tielet livell mit-triq (*third floor level*) soprapost u sottopost minn appartamenti ta' terzi persuni. L-access principali tal-propjeta qiegħed minn Triq Sliema u il-bieb principali jista' jigi accessat minn komun li jinsab f'dan l-istess triq. Din il-propjeta tiffirma parti minn blokka ta' *garages* fil- livell tal- basement, zewg officini li għandhom access separat mill- komun u appartamenti ta' terzi. L- appartamenti ta' din l- istess blokka għandhom access minn dan l-istess komun u t- tromba tat- tarag fiha *lift* li huwa uzat mis- sidien tal- appartamenti tal- blokka.

Kif deskritt fl- atti tan- Nutar Mark Abela tas- 27 ta' Awissu 2010, l- appartament numru sitta (6) sitwat fit- *third floor level*, formanti parti minn blokk appartamenti bin- numru 56, Triq Sliema, Gzira. L- appartament huwa sovrappost u sottopost għal propjeta ta' terzi. Inkluz mal- appartament hemm is- sehem relattiv tal- partijiet komuni tal- blokka (mhux inkluz il- bejt u l- arja). L- appartament għandu dritt li jinstalla u jmantni tank tal- ilma fuq il- bejt u jippartecipa f' *satellite dish* komunali fuq l- istess bejt. L- appartament huwa liberu u frank. Il-kuntratt fl-intier tiegħu qed jigi anness ma' dan id-dokument ta' valutazzjoni għal aktar dettal (Dok. D).

Perit Jonathan Grech

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

Principarjament dan l-apparatment jikkonsisti f' *open plan area* li fiha kcina, kamra tal-ikel, u *living / sitting area*, tlett kmamar tas-sodda, kamra tal-banju principali, boxroom u ensuite shower. Fuq in- naha ta' quddiem u wara tal- apartment hemm gallarija. Is-servizzi tad- dranagg u ilma, li huma komuni ghall- blokka kollha, ghaddejin kollha mill-bitha interna u l- bitha ta' wara tal- blokka. Il- *units* kollha tal- blokka ghandhom ukoll twieqi iharsu ghal fuq dawn l-istess btiehi.

Dan l-appartament fih kejl ta' cirka mija u tmintax metri kwadri (118m²). Dan il-fond ghandu faccata ta' hamsa punt hamsa metri (5.5m) u huwa oghli tnejn punt tminja (2.8m) mill-madum sa taht is-saqaf. Fil-prezent dan l-appartament qieghed vakanti.

Intant l-ahhar bejgh ta' din il-propjeta saret fil-kuntratt datat tas- 27 ta' Awissu 2010 quddiem in- Nutar Mark Abela, bejn il- venditrici Casey Anthony Vella (223886M) u x-xerrejj Filippo Maneri (52694A). Il- bejgh sar versu is- somma globali ta' EUR97,833.

Kostruzzjoni

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

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

Valur tal-Propjeta

Wara li kkunsidra dawn il-punti imsemmija hawn fuq, il-kuntratt, is-suq u l-policies applikabli fuq l-istess propjeta minn naha ta' pjanar, l-Perit hawn taht iffirmat, jistma din il-propjeta fl-ammont ta' mitejn, hamsa u disghin elf ewro (€295,000).

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

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

4/3/24
Għażen mill- Perit Jonathan Grech
Deputat Registratur diversi dokumenti
Deputy Registrar ~~57 dok wienet (1)~~
Qorti tal-Gustizzja (Malta)
Law Courts (Malta)

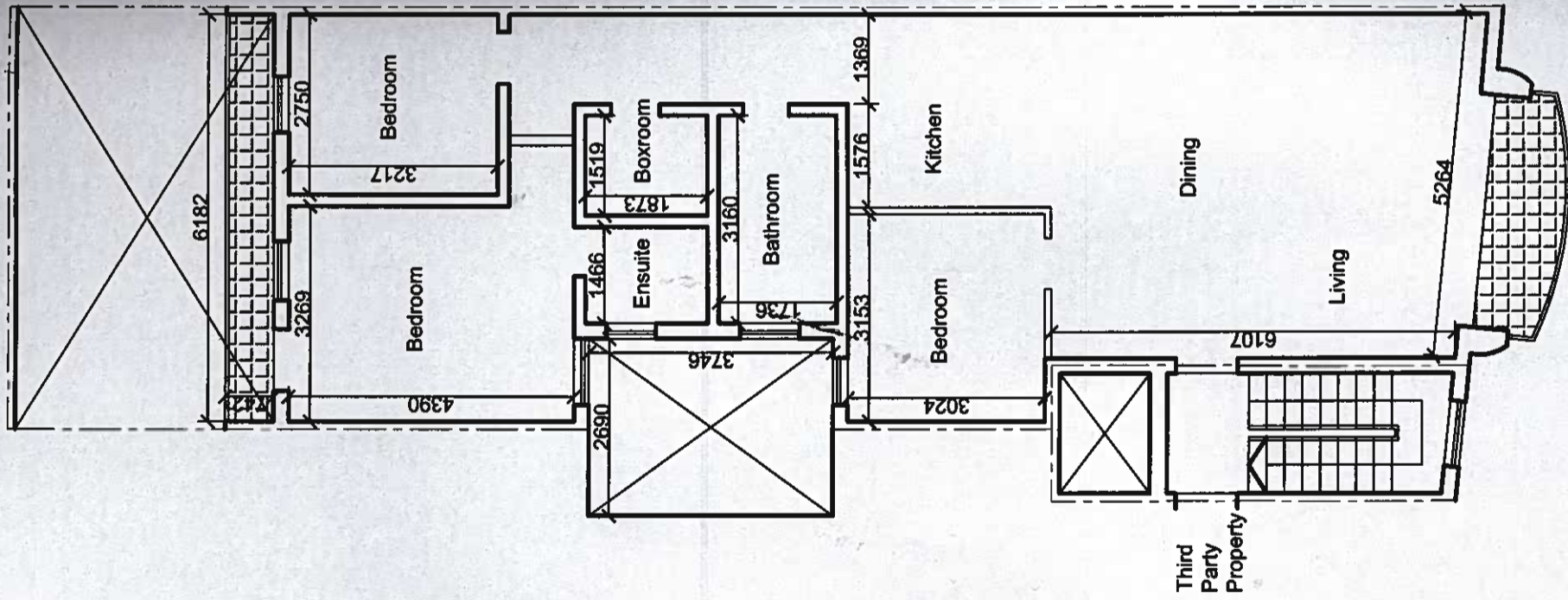
Illum 20 ta' Marzu 2024
Deher li-Perit Legali / Tekniku:
Perit J Grech KU 447689M
Li wara li ddikjara li thallas l-ammont lilu dovut, halef/hallfet li qeda/qdlet fedelment u onestament l-inkarigu moghti lilu/ha.

Deputat Registratur

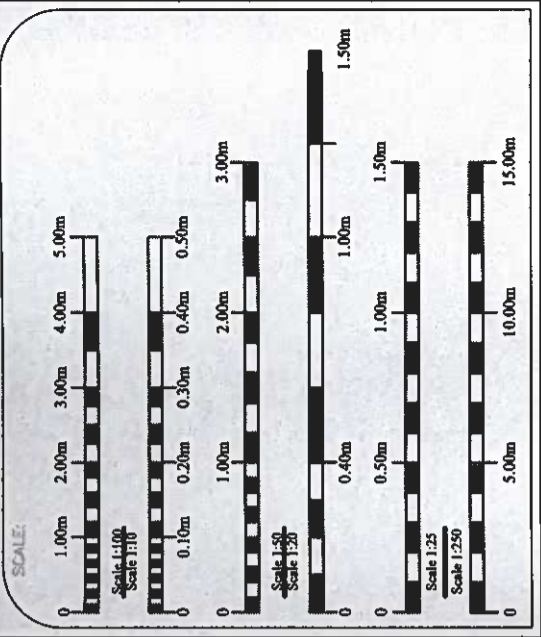
MARVIC FARRUGIA

Pjanta ezistenti u pjanti approvati –

Dok. A



Existing plan - third floor level
Scale 1:100



LEGEND:

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

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

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

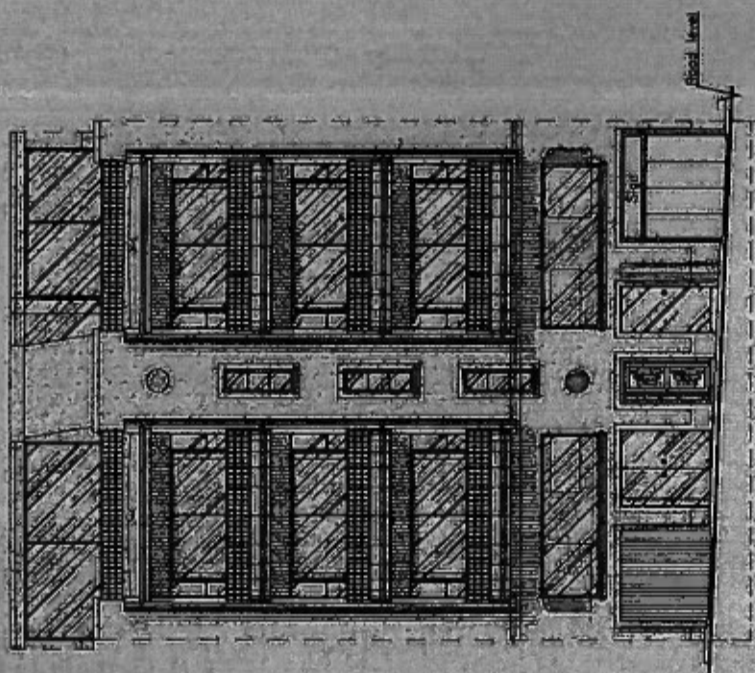


PERIT Jonathan Grech
40,
Triq il-Kappella ta-Mitriki
Albard
e-mail: peritjgrech@gmail.com
mob: [+356] 79018753

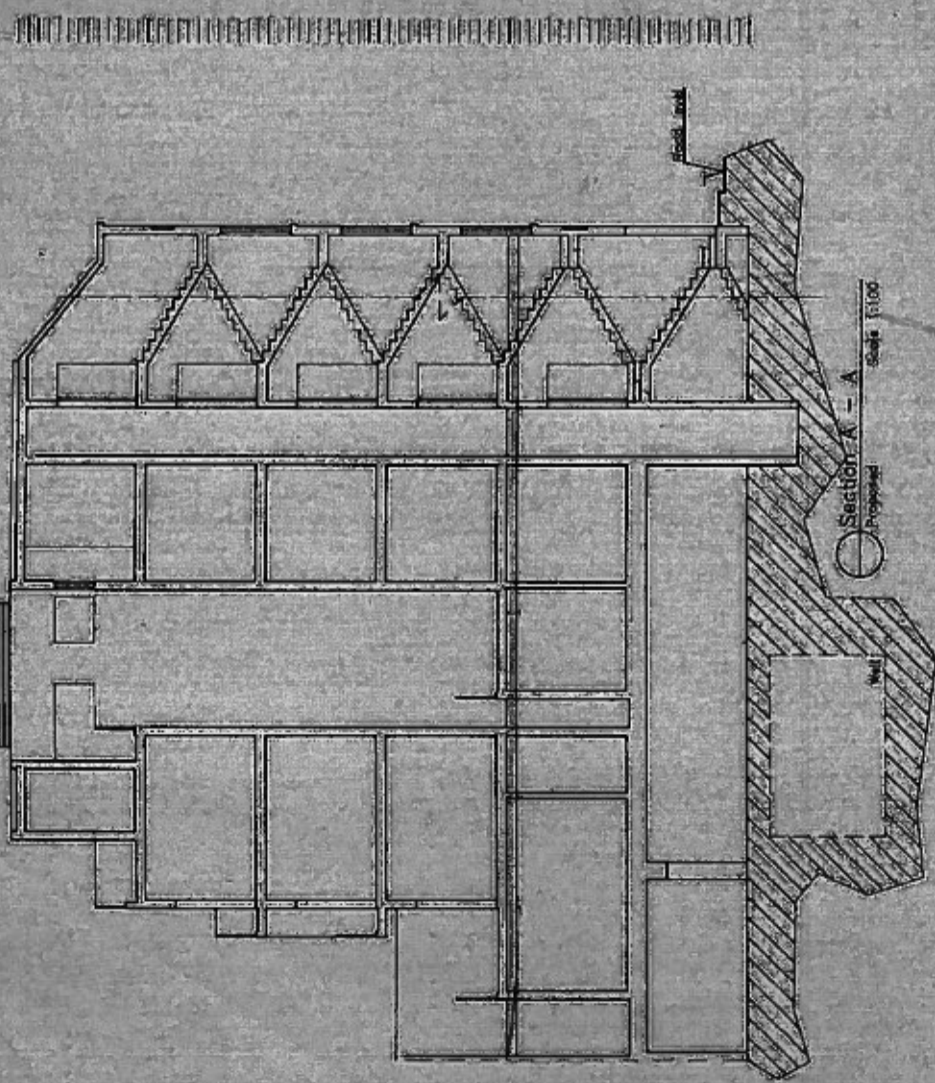
ARCHITECT & CIVIL ENGINEER

PROJECT TITLE: Existing survey	DATE: 2023.02.03
LOCATION: 56, Orchid Flats, Apartment 6, Triq Sliema, Gzira	ARCHITECT: jg
DRAWING TITLE: Existing plan - third floor level	PROJECT No.: 1301/23
DRAWN BY: --	DRAWING No.: 01
SCALE: 1:100	

1. Soft Stone Wall - Req. II-FM
2. Rendered in Gracifato.
3. Black Aluminium Apertures.
4. Black Aluminium Rolling.



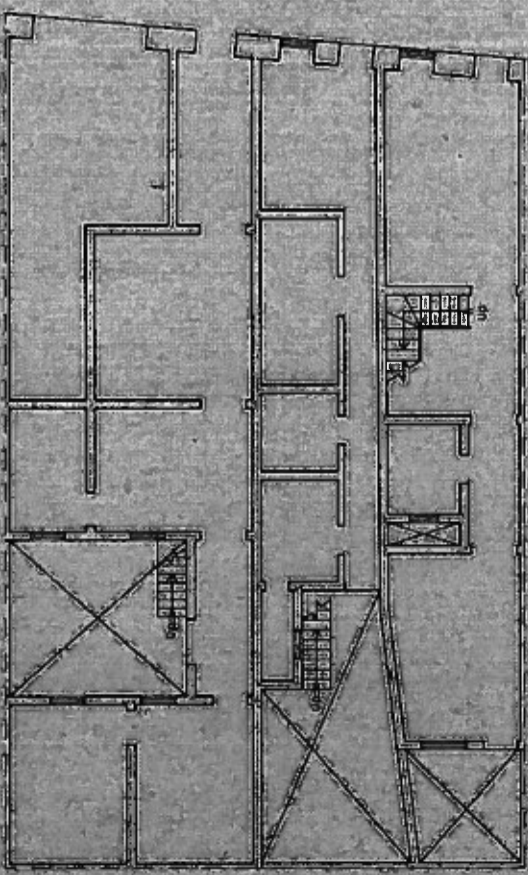
Front Elevation
Proposed
Scale 1:100



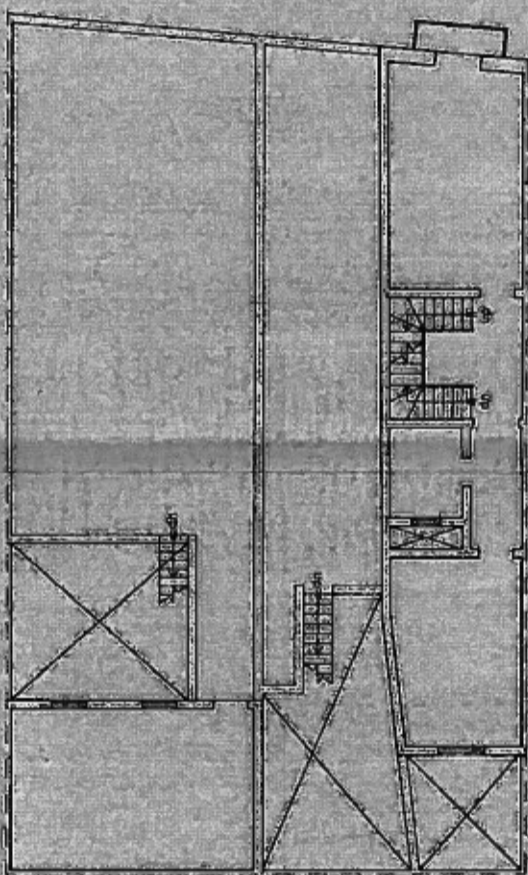
Section A - A
Proposed
Scale 1:100



Ground Floor Level
Proposed
Scale 1:100



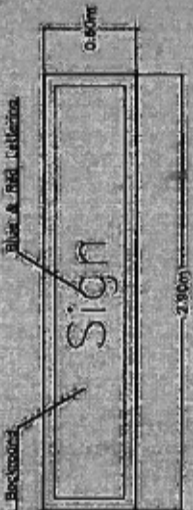
First Floor Level
Proposed
Scale 1:100



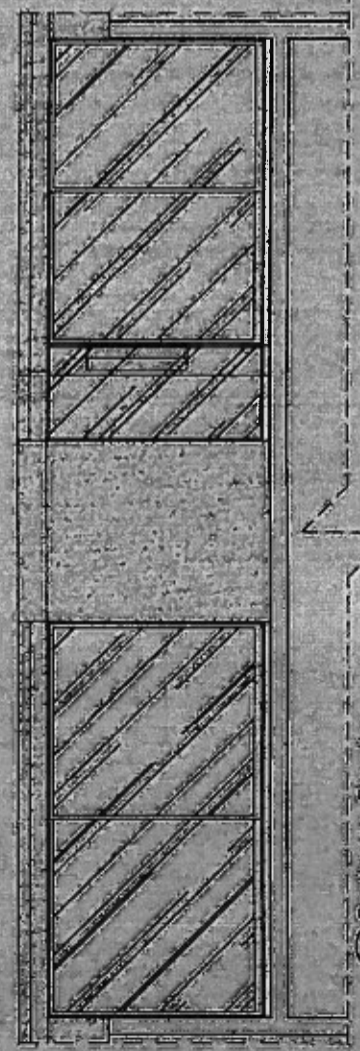
Roof Level
Proposed
Scale 1:100



Scale 1:100



Detail of Sign
Proposed
Scale 1:25



Penthouse Elevation
Proposed
Scale 1:50

Amended 26th October 2007

Anthony Muscat B.Arch, A & C.E. Architect & Civil Engineer,
2, Mint Court, St. Paul's Street, Naxos, Naxos Is., 2012, Greece. Tel: 30 22870 9000

Mr. Gianluca Vello,
As Shown K/A
13/03/08
V72/07/02/A

To demolish existing building and construct semi-basement parking, ground floor offices, 6 apartments and 1 penthouse, at Nr 38-42, Silema Road, S'zird.

Ritratti – Dok. B

Ritratti Esterni tal- Apartment



Ritratti Interni tal- Apartment



Parti komuni u lift



Gallarija ta' wara u kamra tas- sodda (main)



Ensuite, boxroom u spare bedroom 1



Kamra tal- banju (main), kurutur, spare bedroom 2

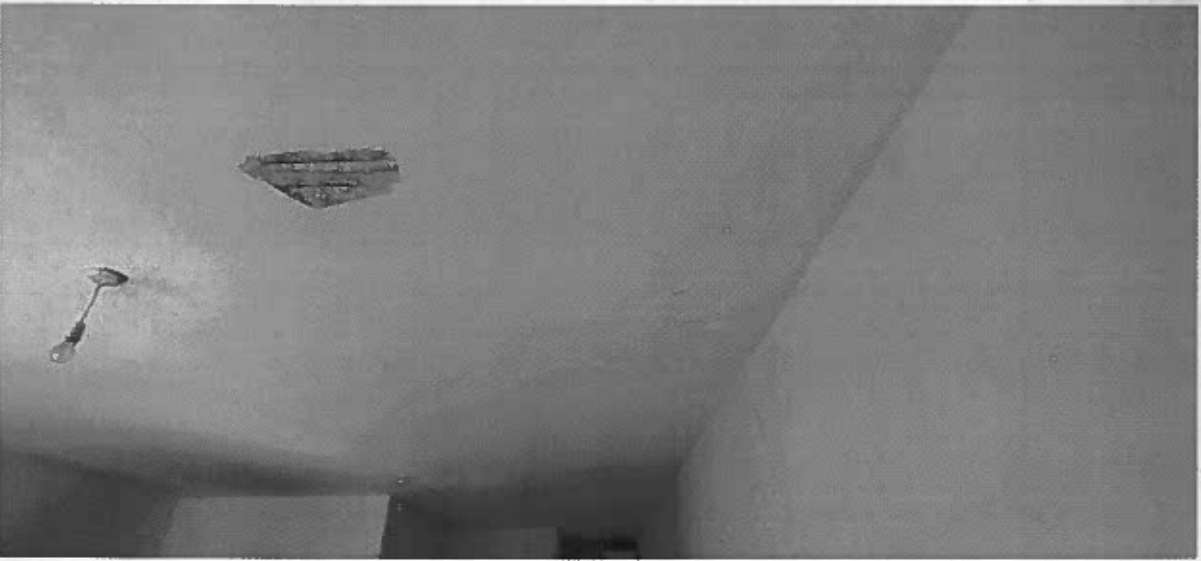
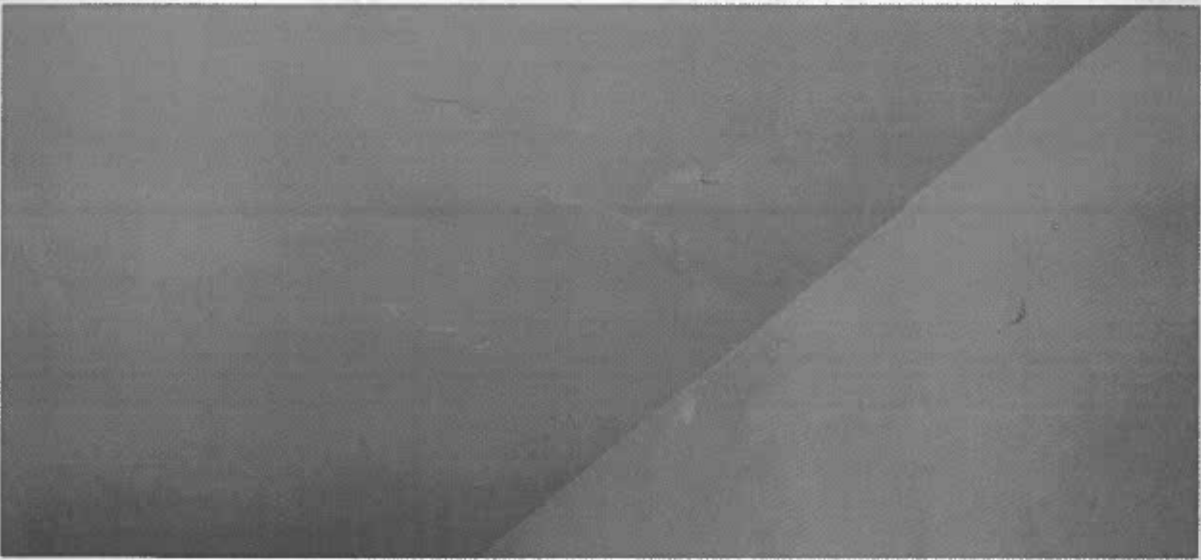
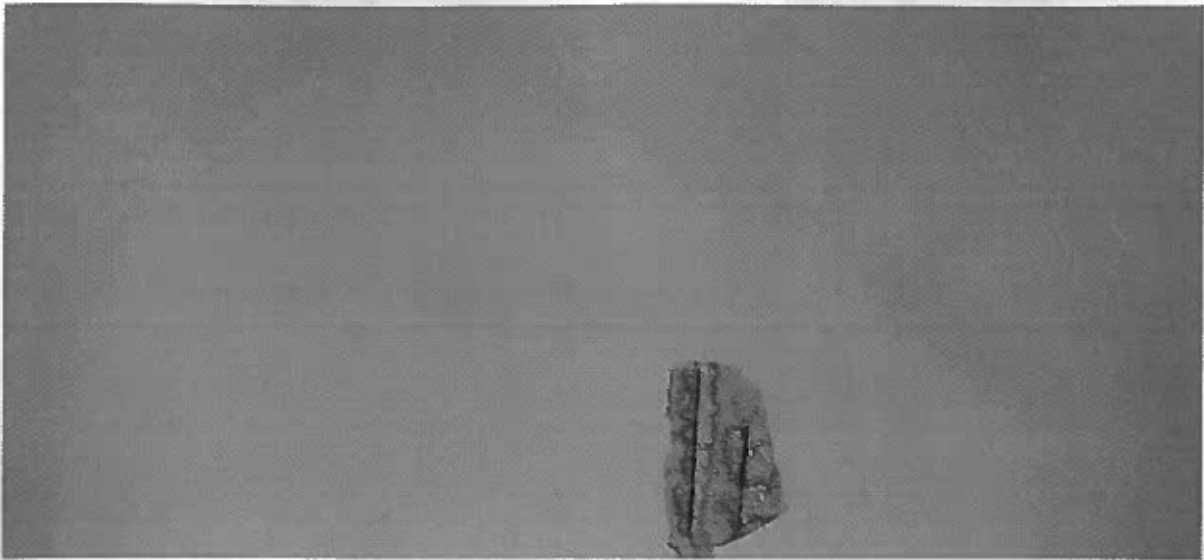


Open plan area



Gallarija ta' quddiem

Hsara fis- saqaf tai- open plan area



Pjan Lokali – Dok. C

NORTH HARBOURS LOCAL PLAN



AWTORITA' TA' MALTA DWAR L-AMBIJENT U L-IPPIANAR
MALTA ENVIRONMENT & PLANNING AUTHORITY

Key Building Height Limitations NHSE 04, NHGT 07

Outside UCA

(All floors indicated here are with semi-basement)

- 2 Floors
- 3 Floors
- 4 Floors
- 5 Floors
- 6 Floors
- 7 Floors

Within UCA

(All floors indicated here are without semi-basement)

- 2 Floors

Institutional Buildings or Other Sites with no Specified Building Height NHSE04

Upgrading of Public Open Space NHSE 05

Landmark Buildings NHSE 08

Environmental Improvements NHGT 04, 05

Opportunity Sites NHGT 06, 14, 15

Manoel Island Development Brief Area NHGT 16

Design Priority Area NHGT 08

Urban Conservation Area NHSE 09

No semi-basement within area enclosed by black line

Proposed Limit to Development NHSE 01

Existing Limit to Development (TPS)

Scheme Alignment

Qualifying for Scheduling

Scheduled Sites/Areas.

Properties of cultural importance may be added in the course of completing the National Protective Inventory of the Maltese Islands, or removed if officially descheduled.
For Scheduled buildings, where no specific building height is shown, Structure Plan UCO policies apply.

Gzira & Ta' Xbiex Building Heights & Urban Design

Scale: 1:5500

Date: July 2006

Map: GT2

INDICATIVE ONLY
Not to be used for direct interpretation or for the interpretation of street alignments

Base Maps - 1988 Survey Sheets
Copyright Mapping Unit, Malta Environment & Planning Authority

18LHG000206



NORTH HARBOURS LOCAL PLAN



AWTORITA' TA' MALTA DWAR L-AMBJENT U L-IPPIANAR
MALTA ENVIRONMENT & PLANNING AUTHORITY

Key

- Local Centre NHRE02
- Opportunity Sites NHGT 06, 14, 15
- Manoel Island Development Brief Area NHGT 16
- Residential Priority Area NHHO 02 (Detached & Semi-Detached Dwellings)
- Residential Area NHHO 01
- Gzira Employment Node NHGT 14
- Environmental Improvements NHGT 04, 05
- Natural coast with public access NHCV 03
- Coastal area with leisure uses NHRL 03
- Public Open Space NHRLD1
- Commercial Area NHRE 03
- Resident Parking Zone NHGT 02
- Junction Improvement NHTR 09
- Projected Manoel Island Link Road NHGT 03
- Safeguarding Marina Car Parking NHGT 10
- Control of Boathouses and Garages NHGT 13
- Proposed Urban Conservation Area NHSE 09
- Design Priority Areas NHGT08
- Proposed Limit to Development NHSE 01
- Existing Limit to Development (TPS)
- Scheme Alignment

Gzira & Ta' Xbiex Policy Map

Scale: 1:6000
Date: July 2006
Map: GT1

INDICATIVE ONLY
Not to be used for direct interpretation or for the interpretation of street alignments

Base Maps - 1:6000 Survey Sheets (Updated)
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1/POLICY/085c



Kuntratt – Dok. D

Doc 15
Doc HSBC 1

0:0171

Today, the twenty - seventh
(27th) day of August of
the year two thousand
and ten (2010)

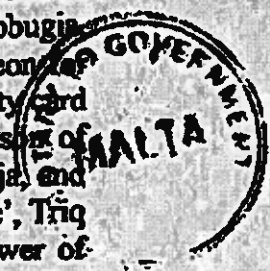
Number 20
Lease and Sale
Enrolled
16 / 9 / 2010
V1610/2010
Vol. No.
Bank
13540/2010
G.P.F.
13587/2010

Before me *Notary Public Mark Abela* duly sworn and admitted, there personally came and appeared after I notary have ascertained the identity of the parties according to the following official documents:-

Of the first part, Doctor of Laws and Advocate Paula Mifsud Bonnici [holder of identity card number 6173M], a daughter of Doctor Antoine Mifsud Bonnici, born in Saint Julians, and residing at Rabat, Malta, who is appearing hereon in the name and for and on behalf of "HSBC Bank Malta p.Lc." [bearing company registration number C. 3177], duly authorized for the purpose, hereinafter referred to as "the Bank".

Of the second part, Filippo Maneri [holder of Maltese identity card number 52694A], a bachelor, self-employed, a son of Vincenzo Maneri and of Maria Orsola La Barbera, born in Palermo, Sicily, Italy, and residing at Swieqi ["Fair Oaks", flat number fourteen (14), *Triq l-Uqija*], who is hereinafter referred to as "the Customer" and/or "the Purchaser", as the case may be.

And of the third part, Carmelo *sive* Charles Vella [holder of identity card number 405253M], a company director, a son of Carmelo and of Josephine nee Formosa, born in Birzebbugia and residing at Saint Paul's Bay, who is appearing hereon and on behalf of Casey Anthony Vella [holder of identity card number 223886M], a company director, a bachelor, a son of Carmelo and of Rosaana nee Attard, born in Santa Lucija, and residing at Bugibba [number seven (7), 'Lancaster House', *Triq il-Halel*], and this as duly authorized in virtue of a power of attorney hereto attached marked *Document 'A'*, hereinafter referred to as "the Vendor".



NOTARY TO GOVERNMENT
MALTA

VERIFIED

010172

Whereas the Customer has requested the Bank to grant him on loan the sum of one hundred and four thousand, six hundred and twenty-eight Euro (€104,628), out of which sum to be loaned the sum of eighty-six thousand, two hundred and eight Euro (€86,208) is to be used in settlement of the purchase price of the immovable property hereunder described which is to be purchased by the Purchaser later on in the second part of this deed, and the remaining sum of eighteen thousand, four hundred and twenty Euro (€18,420) is to be used for the Customer's personal commitments, offering as security in favour of the Bank:-

- a general hypothec, for the global sum of €104,628 and interests accruing thereon, over all his property in general, present and future; over and above
- a special hypothec, for the global sum of €104,628 and interests accruing thereon, and the special privilege competent to the Bank in terms of law, for the sum of €86,208 and interests accruing thereon, upon the immovable property hereunder described.

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

In virtue of this the first part of this deed, the Bank hereby grants on loan to the Customer, who hereby accepts the sum of €104,628, out of which sum the Customer hereby delegates the Bank, which accepts, to pay the sum of €86,208 directly to the Vendor in the second part of this deed in full and final settlement of the purchase price of the immovable property to be purchased by the Customer in the second part of this deed and as to the remaining sum of €18,420 is to be used for the Customer's personal commitments.

The Bank reserves the right to lay down such terms and conditions as it considers reasonable for the repayment of the loan over a period of time and may change or add to the terms and conditions, including the charges and interest rate, for security, legal, regulatory or market reasons. The Bank will give reasonable prior notification to the Customer accordingly.



000173

It is agreed that the loan shall bear interest at a rate not exceeding the maximum rate allowed by law, which interest shall be reckoned on the amount due for the balance of loan by the Customer from time to time in accordance with recognized banking practice.

The loan is for a fixed term. However, if the Bank declares by judicial letter that an event of default as listed in the document attached herewith and marked as *Document 'B'*, has taken place, any sum outstanding to the Bank shall be immediately due and payable together with all charges and expenses, and all rights appertaining to the Bank shall be exercisable and all security shall become enforceable. In such event, the Customer shall lose the benefit of any time granted to him for payment and this without the necessity of any other proceedings being taken.

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, as well as of the payment of the charges and/or disbursements made or incurred by the Bank from time to time, the Customer hereby grants and constitutes in favour of the Bank, which accepts:-

- a *general hypothec*, for the global sum of €104,628 and interests accruing thereon, over all his property in general, present and future; over and above
- a *special hypothec*, for the global sum of €104,628 and interests accruing thereon, and the special privilege competent to the Bank in terms of law, for the sum of €86,208 and interests accruing thereon, upon the immovable property hereunder described.

The Customer hereby acknowledges receipt of the sanction letter and any subsequent amendment thereto. The Customer declares to have read, understood and accepted all the terms and conditions contained therein regulating the facility being granted.

Furthermore the Customer and the Bank agree as follows:-
1) All fees and expenses in connection with this deed are to be borne by the Customer, who further undertakes to refund to



0:0174

- the Bank all 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 Customer and also for maintaining the Bank's security in good order to the satisfaction of the Bank from time to time.
- 2) The Bank is entitled to retain in its possession the searches into the liabilities and transfers of the Customer. The Customer hereby authorise the Bank to release said searches to the undersigned Notary when the Bank deems fit to do so.
 - 3) If so requested by the Bank, the Customer undertakes to insure his property against all normal risks with a reputable insurance company and to have the Bank's interest noted on the relative insurance policy. Furthermore, the Customer authorizes the Bank to effect any insurance on the said property as the Bank may deem fit at the Customer's sole expense.
 - 4) The Customer undertakes to give the Bank full details and all information relating to his business and/or 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 Customer undertakes 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 without the Bank's prior written consent; 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.
 - 6) The Customer hereby authorizes the Bank to register the title and the cause of preference on all properties specially charged on this deed at the Customer expense and the Customer 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 authorized to debit the Customer's facility account or any other account held with the Bank with the expenses so incurred. The



sp 609 542:2000

010175

Customer authorize the Bank to appropriate repayments in reduction of such expenses.

I, the hereunder signed Notary do hereby confirm that the said immovable property does not fall within a Land Registration area.

- 7) The Customer acknowledges that the Bank has obtained legal advice on the title to the property acquired/hypothecated on this deed for the purposes of effecting its own risk assessment of the lending. The Customer is not relying on the Bank's decision to lend as proof of title of the property being hypothecated.
- 8) The Customer delegates the Bank, to pay the Notary on his first demand, an amount representing notarial fees and registration expenses, relative to this deed, by the debiting of Customer's account or accounts with the Bank, and it shall not be incumbent upon the Bank, to verify whether such amount is justified.
- 9) The conditions of this deed shall be governed and construed in accordance with Maltese Law and the parties hereby agree to submit themselves to the non-exclusive jurisdiction of the Maltese Courts.

In virtue of this, the second part of this deed, the Vendor hereby sells and transfers unto the Purchaser who accepts, purchases and acquires:-

The apartment without its relative airspace, internally numbered six (6), situated at third floor level, forming part of a block of apartments numbered fifty-six (56) and without a name, in Sliema Road, Gzira.

The said apartment does overlie and does underlie third party property.

Included with this apartment is a proportionate share of the common part of the block, but not including the roof and airspace.

This apartment has the right to install and maintain a water-tank on the roof of the said block and participate in a communal satellite dish located on the roof of the said block.



010176

The said block of apartments is built on the sites previously occupied by the properties numbered thirty-nine, forty, forty-one, and forty-two (39, 40, 41 and 42), in the said street, and which block forms part of a larger complex of building consisting of:-

- a level of basement level garages with an entrance from number thirty-nine (39), in the same street, as well as garage numbered forty-two (42), in the same street;
- level of:
 - offices at elevated ground-floor, with an entrance from number forty-one and forty letter 'A' (41 and 40A);
 - entrance of the block of apartments numbered forty (40);
 - on the back on the right-hand side (when one faces the said complex of buildings from the said street) a space intended to be used as an office;
- block of apartments, consisting of three levels of apartments and an overlying level of a penthouse, namely:-
 - two apartments at first floor level, internally numbered one and two (1 and 2);
 - two apartments at second floor level, internally numbered three and four (3 and 4);
 - two apartments at third floor level, internally numbered five and six (5 and 6); and
 - the overlying penthouse internally numbered seven (7).



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

The said property does not lie within a compulsory land registration area.

000177

This sale is being made and accepted under the following terms and conditions:-

- In consideration of the price of *ninety-seven thousand, eight hundred and thirty-three Euro (€97,833)*, out of which sum the Vendor hereby declares that he has already received the sum of *nine thousand, seven hundred and eighty-three (€9,783)*. The Purchaser is presently paying to the Vendor, who accepts, the sum of *one thousand, eight hundred and forty-two EURO (€1,842)*, and the Bank, as delegated by the Purchaser in the first part of this deed, is presently paying to the Vendor the sum of *€86,208* in full and final settlement of the purchase price and the Vendor hereby gives full and final acquittance to the Purchaser and accepts the above delegation of payment in full and final settlement of the price, and the Vendor tenders due receipt according to law.
- The Vendor warrants the peaceful possession and the true enjoyment of the immovable property here abovementioned, and for this purpose hereby constitute in favour of the Purchaser, who accepts, a general hypothec over all his property in general present and future.
- The property is being transferred as free from any debts and litigation, with vacant possession, and as built with and according to the permits required by Law.
- The Purchaser shall neither pay nor be paid for party walls.
- The property is regulated by the standard terms and conditions of the development/condominium.
- Deed fees and expenses are payable according to law.



For the purposes of the Death and Donation Duties Act of the year nineteen hundred and seventy three (1973), and the Duties on Documents Act of the year nineteen hundred and ninety three (1993) of the Laws of Malta, it is here declared that the Vendor acquired the property herein transferred in virtue of a deed of sale, published by Notary Joseph Abela, dated the second day of November, of the year two thousand six (2nd November, 2006) *Ins. 19977/2006*, and this from:-

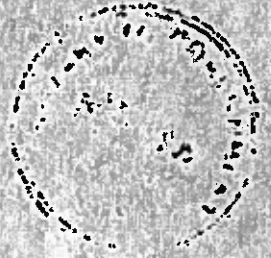
- Carmelo *sive* Charles Sammut as regards to the divided part measuring one hundred and twenty-four point nine square

0:0178

- metres (124.9m²), on which the property herein transferred has been developed; and
- the Limited Liability Company "Choppers and Sons Co. Ltd." as regards to the right of use of the common parts of the block of which the property herein transferred forms part.

For the purposes of sub article 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.

For the purposes of Act number Eighteen (XVIII), of the year nineteen hundred and ninety three (1993) of the Laws of Malta, relating to Capital Gains Tax, I the undersigned Notary declare that I am presently receiving from the Vendor the sum of six thousand eight hundred and eighty eight (€6848.31), at the rate of seven per cent (7%), of the sale price above mentioned, as the provisional Tax on Capital Gains.



For the purposes of the Duty on Documents Act, Act number Seventeen of the year nineteen hundred and ninety three (ACT XVII/1993), of the Laws of Malta, the Purchaser declares that it is his intention to use the property transferred in virtue of this deed, as his sole and ordinary residence, and thus, the duty on documents [up to the price of one hundred and seventeen thousand EURO (€117,000)], payable on this transfer, is at the rate of three point five per centum (3.5%), and this the Purchaser declares, after I, the undersigned Notary, have duly explained to the Purchaser, the importance of this, his declaration.

NOTARIAL ARCHIVES	
COPY NO. 2281-12	
LEGAL/INFORMAL	
Not. Fees	FS-60

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000180

Special Power of Attorney

I the undersigned Casey Vella (holder of Maltese identity card number 223886M), a son of Carmelo Vella and of Rosanna nee Attard;

Do hereby appoint and institute as my true and lawful attorney my father Carmelo Vella [holder of identity card number 405253M], of 7, Lanchester House, Triq il-Halel, Bugibba, limits of St. Paul's Bay;

To appear in my name and on my behalf on a public deed, wherein I sell the *apartment* internally numbered six (6), forming part of a block of apartments numbered fifty-six (56), in Sliema Road, Gzira, with its accessory rights, including its share of the common parts of the block.

- In this regard, my appointed attorney is empowered to
- a) appear in my name and on my behalf on the public deed;
 - b) warrant the peaceful possession and real enjoyment of the property, by means of a general hypothec over all my property, present and future;
 - c) receive the price and grant receipt; and
 - d) do all that is ancillary, relative to, and/or connected for the completion of the said transaction.

Here at Malta, today the 27th day of August, 2010.

Signature: [Handwritten Signature]

[Handwritten Signature]

NOTARY TO GOVERNMENT
 Joseph Abela
 Commissioner for Oaths
 Daker Building, Birkirkara Road,
 St. Julian's STJ1900
[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

NOTARY TO GOVERNMENT
[Handwritten Signature]
 VERIFIED

B 000181

Doc. ...

EVENTS OF DEFAULT

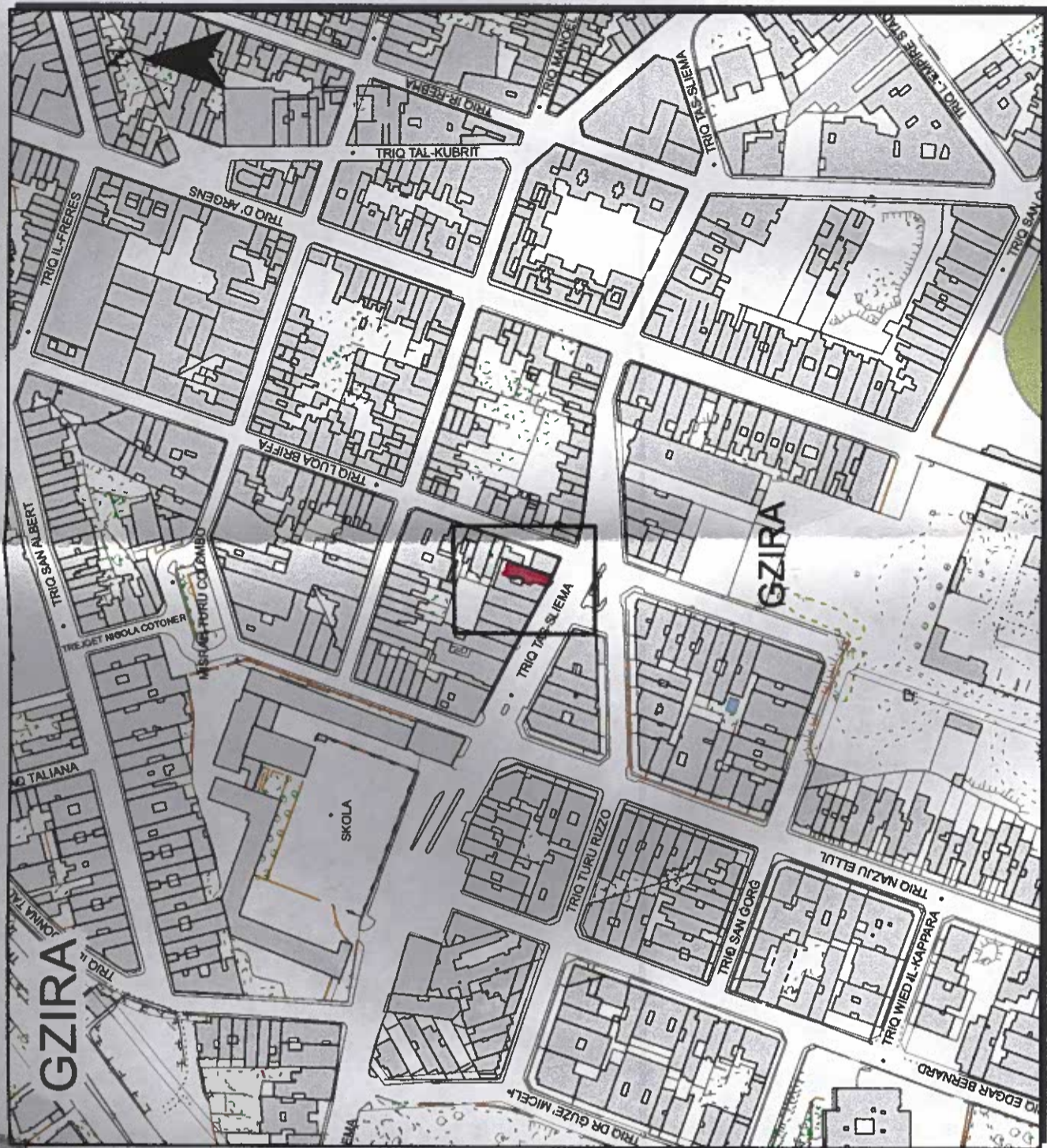
The Events of Default are the following:

- (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 Borrower was or has become, materially or adversely misleading or incorrect;
- (b) any failure by the Borrower to pay any sum due whether of principal, interest, fees or charges, due by the Borrower 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 Borrower to repay or discharge in full any of his/her/its indebtedness (whether owed as principal or surety) to the Bank or any other party;
- (d) any failure by the Borrower to comply with the terms and conditions of the 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 Borrower;
- (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 Borrower's business or of the Borrower's beneficial interest in it or control of it or an act whether of the Borrower 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 Borrower or any of the Borrower's assets, or the levying of execution against all or any of the Borrower's 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 Borrower entering into or seeking or proposing any composition or voluntary arrangement with creditors or scheme of arrangement of the Borrower's affairs or the Borrower becoming unable, to pay its or his or her debts as they fall due;
- (i) any event which in the Bank's reasonable opinion gives grounds for belief that the Borrower may not perform any obligation/s referred to in the deed of loan and/or sanction letter.



NOTARY TO GOVERNMENT
MALTA

Land Registry Plan – Dok. E



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: **339710 E**

Pożizzjoni Ċentrali: **x = 54182**

Parti min S.S.: **5473**

Data: **26/02/2024**

Map Number:

Centre Coordinates: **y = 73722**

Extracted from S.S.:

Date:

Perit:

[Signature]

Qies (metri kwadri): 16m²

Architect:

AREA CIRCA
16m²

Timbru tal-Perit:

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

Firma ta' l-Applikant:

Architect's Stamp:

Architect, Civil Engineer & Cost Consultant

Warrant No. 859 - Mob.: 79018753

Scale 1:250



LR 340804

Dritt imħallas
Fee Paid



EIGHTH SCHEDULE

PHYSICAL ATTRIBUTES OF IMMOVABLE PROPERTY

Locality	GZIRA
Address	56, OCEAN FLATS, APARTMENT 6 TRIQ SLEMANA, GZIRA
Total Footprint of Area Transferred*	118m ² .

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 checked="" 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 checked="" 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 type="checkbox"/> Quiet	<input checked="" 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 checked="" type="checkbox"/> Adequate	<input type="checkbox"/> Poor	
Amenities <small>Tick as many as appropriate</small>	<input type="checkbox"/> With Garden	<input type="checkbox"/> With Pool	<input checked="" type="checkbox"/> With Lift	<input type="checkbox"/> With Basement
	<input checked="" 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: 26.02.2024

Perit's Signature: 

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

Warrant Number: 859

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