

QORTI CIVILI, PRIM' AWLA

Subbasta 42/2024



35°14° Capital SCC plc C105417

u

Alessandro sive Sandro Bianchi KI 450865M et

RELAZZJONI TAL-ESPERT ĠUDIZZJARJU

Il-Perit Claire Carter A.&C.E Perit, B.E&A (Hons.)Melit

Aċċess miżmum fil-19 ta' Frar 2025, fil-fond 5, Melita Mansions, Triq il-Knisja, Tas-Sliema u Żewġ (2) spazji tal-parkeġġ internament numerati ħamsa (5) u sitta (6), Melita Mansions, Triq il-Knisja, Tas-Sliema.

Data tal-ħatra: 30 ta' Jannar 2025

Data ta' skadenza: 5 ta' Marzu 2025

Illum: 26/02/20251

RELAZZJONI TAL-ESPERT GUDIZZJARJU, IL-PERIT CLAIRE CARTER

Tesponi bir-rispett illi:

1. Minhabba l-htiega ta' nomina ta' Perit Tekniku, il-Perit Claire Carter giet appuntata biex thejji u tippreżenta rapport skont l-artikolu 310 tal-Kapitolu 12 tal-Liġijiet ta' Malta. Il-Perit Tekniku nhatret bl-iskop segwenti:
 - a. sabiex taghti indikazzjoni tas-sit u l-għoli tal-fond li hu soġġett għall-bejgħ bl-irkant fil-Qorti;
 - b. sabiex tippreżenta pjanta jew skizz li juru l-għadd ta' kmamar li jiffurmaw il-fond u d-daqs tagħhom;
 - c. sabiex tippreżenta Pjanta tar-Registru tal-Artijiet u *Schedule 8* (meta tkun residenza);
 - d. sabiex tirapporta dwar jekk il-fond giex mibni skont permessi tal-bini u regoli sanitarji;
 - e. sabiex tippreżenta kopja tal-att tal-akkwist; u
 - f. sabiex tiddikjara dwar jekk il-fond hu abitat jew okkupat minn terzi, u taht liema titolu hu hekk okkupat;

Il - fond mertu tal-kawza jikkonsisti fi:

- a. **Appartement internament numerat hamsa (5)** li jinsab fit-tieni sular, li jifforma parti minn kumpless mingħajr numru bl-isem ta' '**Melita Mansions**', li jikkonsisti fi flats, maisonettes u garaxxijiet fi **Triq il-Knisja, Tas-Sliema, U**

b. Żewg (2) spazji tal-parkegg internament numerati ħamsa (5) u sitta (6), li jiffurmaw parti minn kumpless mingħajr numru bl-isem ta' 'Melita Mansions', li jikkonsisti fi flats, maisonettes u garaxxijiet fi Triq il-Knisja, Tas-Sliema.

L-esponenti ħadet konjizzioni ta' dan ir-rikors, kif ukoll l-atti kollha rilevanti fil-process odjern kif ipprezentati.

2. In adempiment tal-inkarigu tagħha mogħti, l-esponenti żammet aċċess fil-19 ta' Frar 2025 fil-preżenza tas-sinjur Bianchi. L-esponenti ħadet sett ritratti li huma annessi f'Dok. A1.
3. Il- pjanta tar-Reġistru tal-Artijiet, Schedule 8, il-pjanta tal-propjeta, jinstgħabu fl-annessi.
4. Għaldaqstant, wara li żammet aċċess, rat l-atti u għamlet il-konstatazzjonijiet tekniċi relatati mal-inkarigu tagħha, l-esponenti għandha x' jirrelata s- segwenti:

DESKRIZZONI TAL-PROPRJETA' IMMOBBLI

5. Illi l-esponenti rat il l-fond mertu tal-kawza, li jikkonsisti f'appartament fit-**tieni sular** ta'cirka 185 metru kwadru interni u esterni, u żewg spazji ta parkegg ta cirka 26 metru kwadru (gross) fil-livell -1. Dawn jinstgħabu fi Triq il-knisja, zona immarkata bħala Urban Conservation Area. Ara Dok. A2 - Estratt mill- Permess PA1648/01 doc.63C.

6. Illi l-bieb prinċipali, tal-appartamneti jagħti għall-fuq kuritur anness ma "lift" u t-taraġ li jgħati għas-sulari l-oħra.
7. Il bieb tal-garaxx prinċipali, jgħati għall rampa ta' aċċess għall-livelli t'isfel. Il-garaxx mertu in kawża jinstagħab fl-ewwel livell taħt l-art, faċċata tar-rampa.
8. Illi il-propjeta' hija waħda b'kostruzzjoni tipica ta' ġebel tal-franka u soqfa tal-konkos. Xi ħsara giet innutata fis soqfa, fl-kuritur tal-aċċess (tal-karozzi) għall-garaxxijiet fil-livell -1.
9. L-esponenti innutat illi l-appartament mertu tal-kawża huwa diżabitat.
10. Iż-żewġ spazji ta'parkegg illum għandhom bieb ta' garaxx u għandu kejl ta' madwar 22m².
11. Hawn taħt l-iskeda tal-ispazji interni u esterni:

Spazji Interni		Spazji Esterni	
Salott/Kcina/Kamra ta'l-Ikel	1	Terazzin	1
Kamra tas-sodda	4	Gallarija	2
Kamra tal-banju	3		
Garaxx Żewġ karozzi	1		

PERMESS TAL-BINI

12. PA1648/01, approvat fis-sena 2002, kien il-permess li bieh inbriet din il-blokka, dan kien għall “Demolition of house retaining the facade, and construction of underground parking with overlying apartments.” Sussegwentement kien hemm xi “Minor Amendments” approvati, u fosthom dak li jinteressa dan l-appartament fit-tieni sular fil-2004. Dan id-dokument (il-pjanta tal-permess) jinstab fl-annessi. (Dok . A3).

13. Filwaqt li fl-appartament il-“Minor Amendment” tkopri xi tibdil fil-pjanti oriġinali, fil-parkeġġ ma jidher li hemm l-ebda bieb ti jagħlaq iż-żewġ spazij ta’ parkeġġ f’garaxx wieħed. Ara Dok. A2 - Estratt mill- Permess PA1648/01.

14. Skond il-Pjan Lokali tal-Awtorita' tal-Ippjanar, iż-żona hija meqjusa bħala Residential Area (NHHO 01) ġewwa Urban Conservation Area fun il-Sliema & Tigne Point Policy Map (North Harbours Local Plan).

KUNSIDERAZZJONIJIET

15. Il-valur tal-propjeta' huwa assunt bħala liberu u frank.

16. Iż-żewġ spazji ta’parkegg ittieħdu bħala żewġ spazji separati.

VALUR

17. Illi l-valutazzjoni il qegħda tissottometti l-esponenti hija bbażata fuq metodologija xjentifika u skont ir-rakkommandazzjonijiet tal-Kamra tal-Periti Valuation Standards for Accredited Valuers 2012. Il-metodologija li użat l-esponenti hija a bażi tal-metodu komparattiv tenut kont tal-valuri ta' proprjeta' simili fl-istess zona fl-istess żmien. Għal dan il-għan l-esponenti għamlet ricċerka online f'diversi siti tal- bejgħ tal -propjeta.
18. Għaldaqstant il-metodu komparattiv huwa analizi ta' l- informazzjoni kollha applikazzjoni ta' tali informazzjoni għall-kaz odjern.
19. Illi l-esponenti ħadet konjizzjoni ta' diversi regolamenti u ligijiet, illi huma pertinenti għal dan l-eżerċizzju viz a viz l-inkarigu u l-istudju tagħha, illi huma parti mir-referenzi annessi ma' din ir-relazzjoni.
20. Hija fil-opinjoni tal-esponenti, wara li ħadet konjizzjoni tal-atti u tenut kont il-fond u l-pożizzjoni tiegħu, il-valur tal-propjeta' li tikkonsisti f'appartament, fis-suq liberu huwa ta' **¶ames Mija u Ghoxrin Elf Ewro (520,000 €)**, filwaqt li il-valur tal-propjeta' li tikkonsisti f' żewġ spazji ta' parkegġ, fis-suq liberu huwa ta' **Sitta u Hamsin Elf Ewro (56,000 €)**,
21. Tant għandha x'tirrelata l-esponenti Perit Tekniku għall- konsiderazzjoni ta' din l-Onorabbli Qorti, salv merti oħra ta' natura legali.

PERIT CLAIRE CARTER - PERIT TEKNIKU

53, TRIQ MOUNTBATTEN BLATA L-BAJDA

Data: 27/02/2025

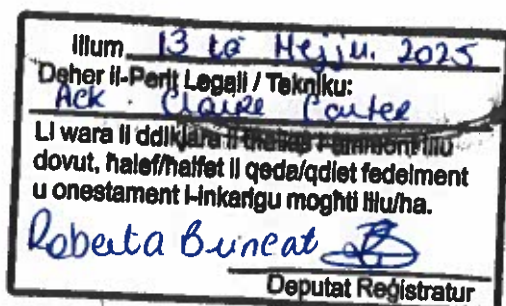
architects

www.cage.com mt

53, TRIQ MOUNTBATTEN
BLATA L-BAJDA

Dokumenti Annessi:

- DOK A1 Ritratti tal-propjeta'
- DOK A2 Estratt mill-Permess ta' L' Awtorita ta' L'ippjanar
- DOK A3 Pjanta mill-Permess ta' L' Awtorita ta' L'ippjanar
- DOK A4 Pjanta tar-Registru ta' L-Artijiet
- DOK A5 Schedule 8
- DOK A6 Referenzi



Illum 14 MAR 2025

Ipprezentata minn Perit Claire Carter

bla dok/bdokumenti.

(b) 40

Adrian Mallia
Deputat Registratur

7 minn 27

Dok. A1 - Ritratti tal-Propjeta'





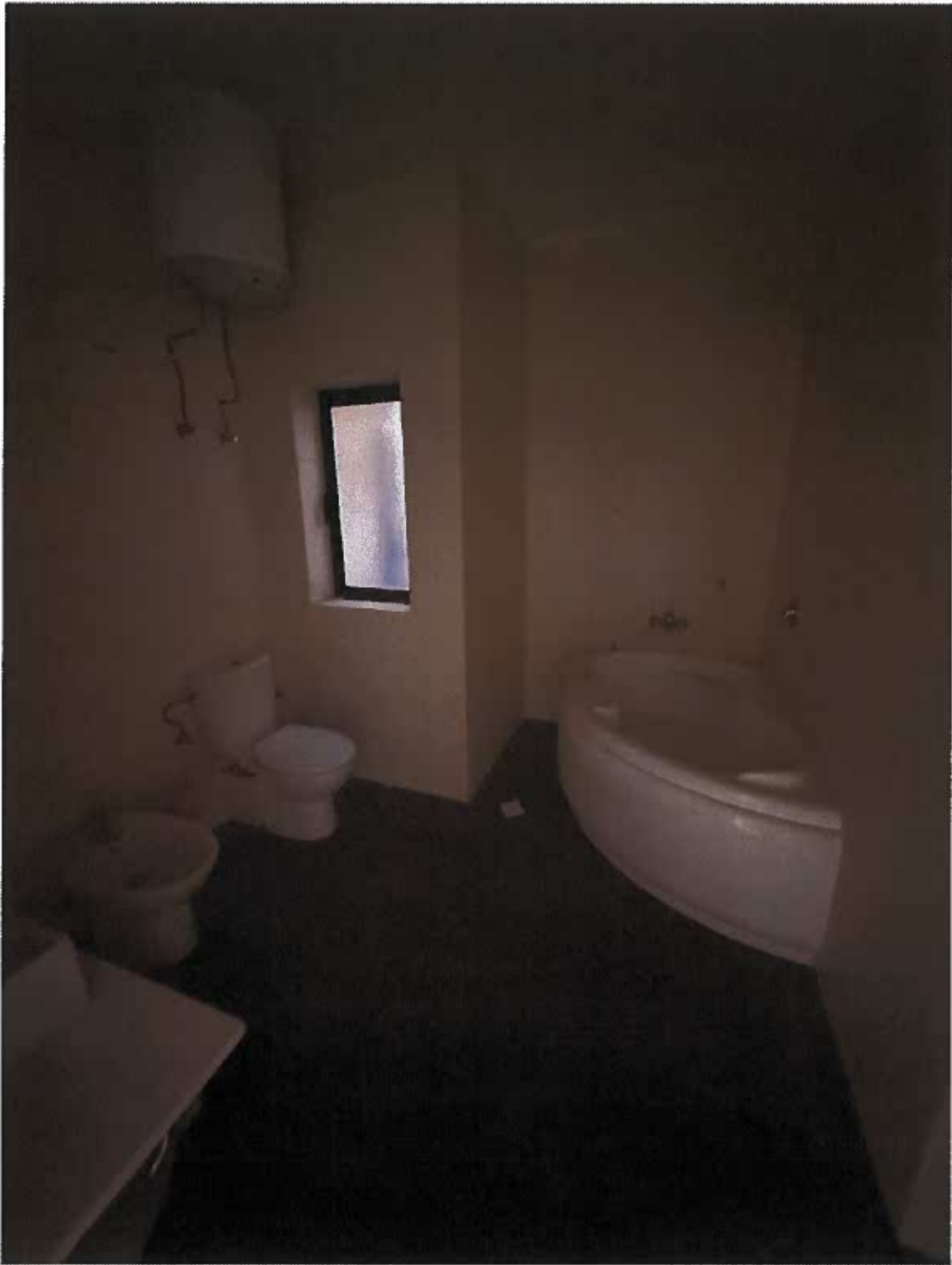


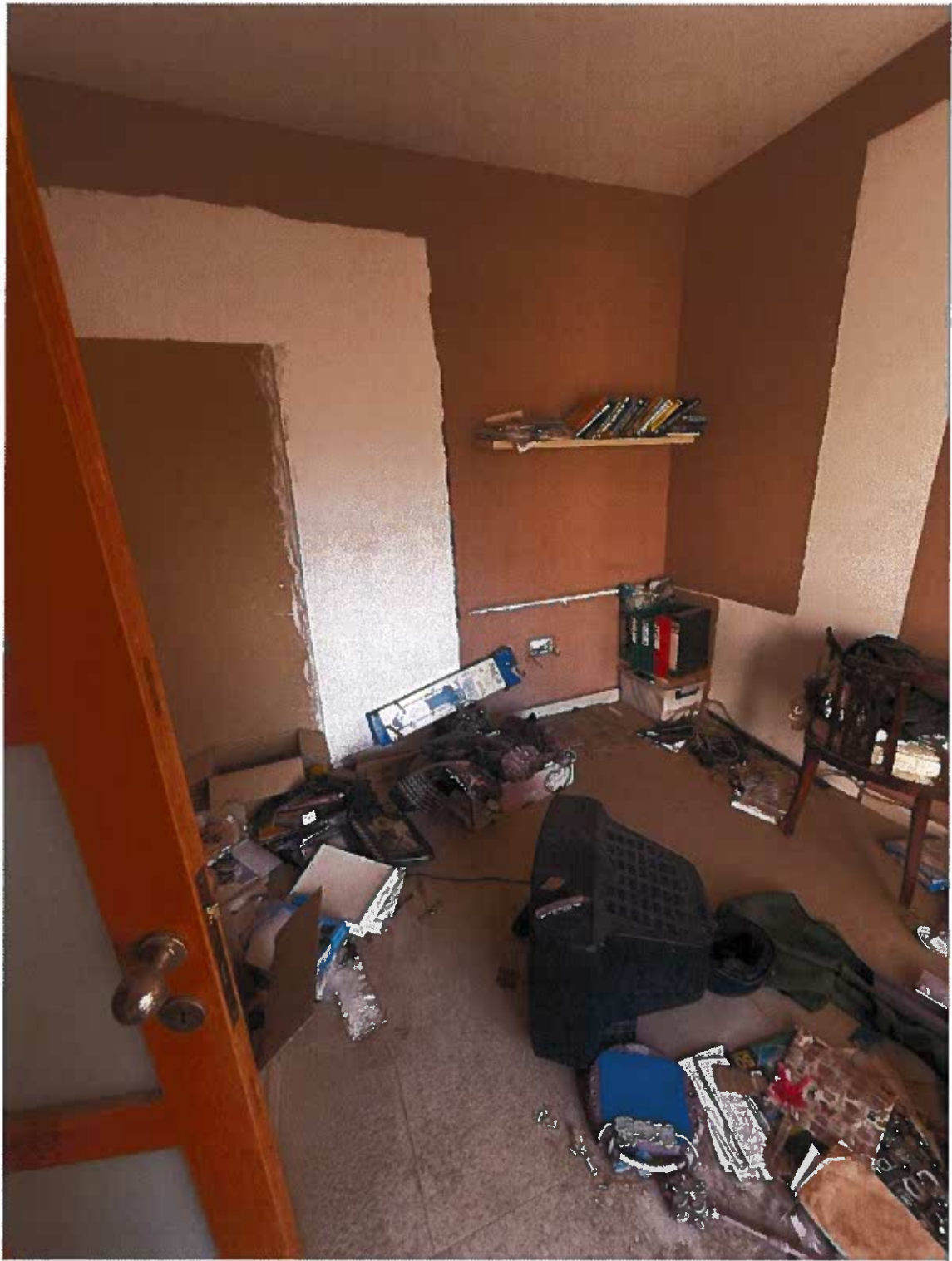








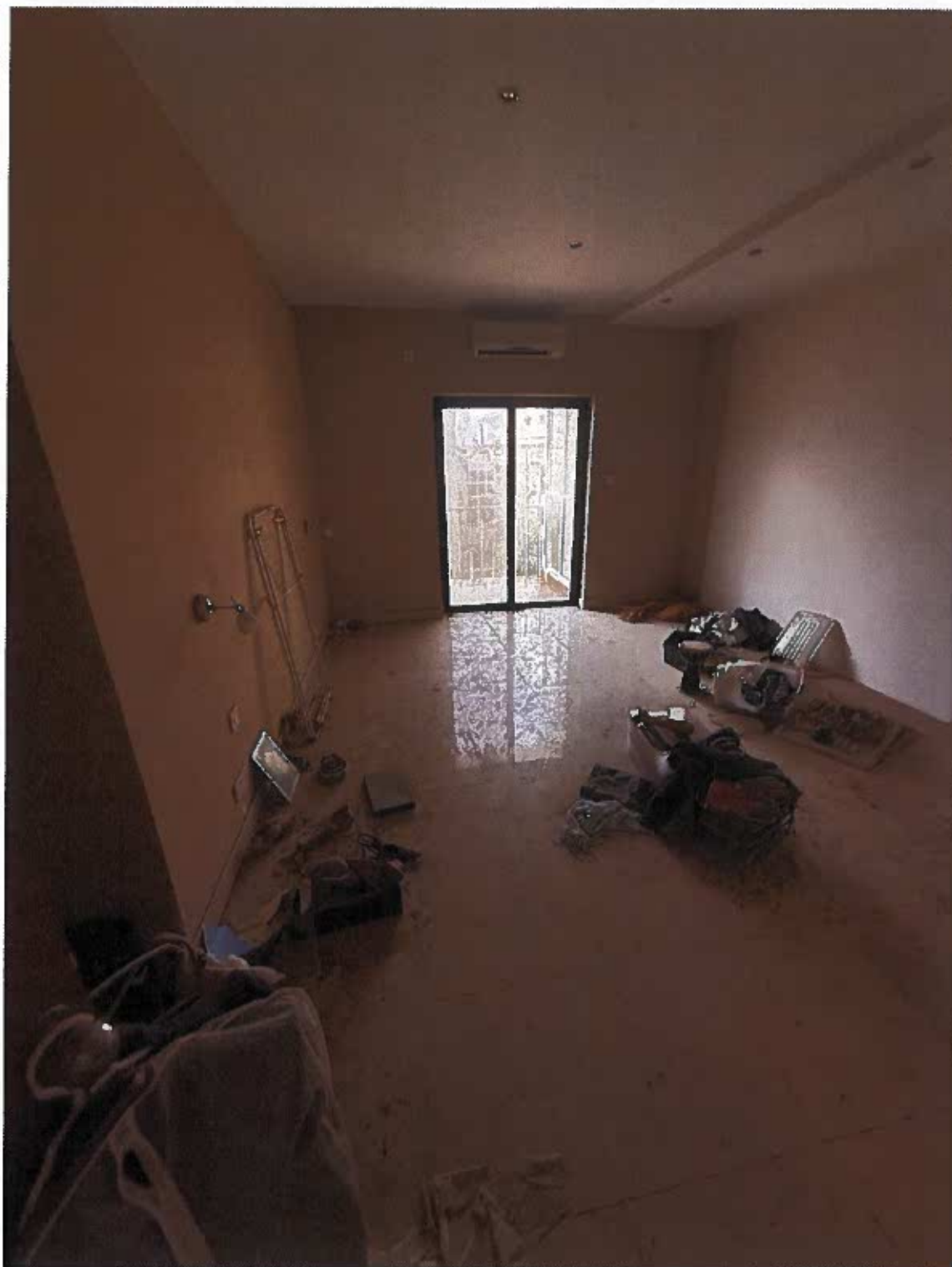


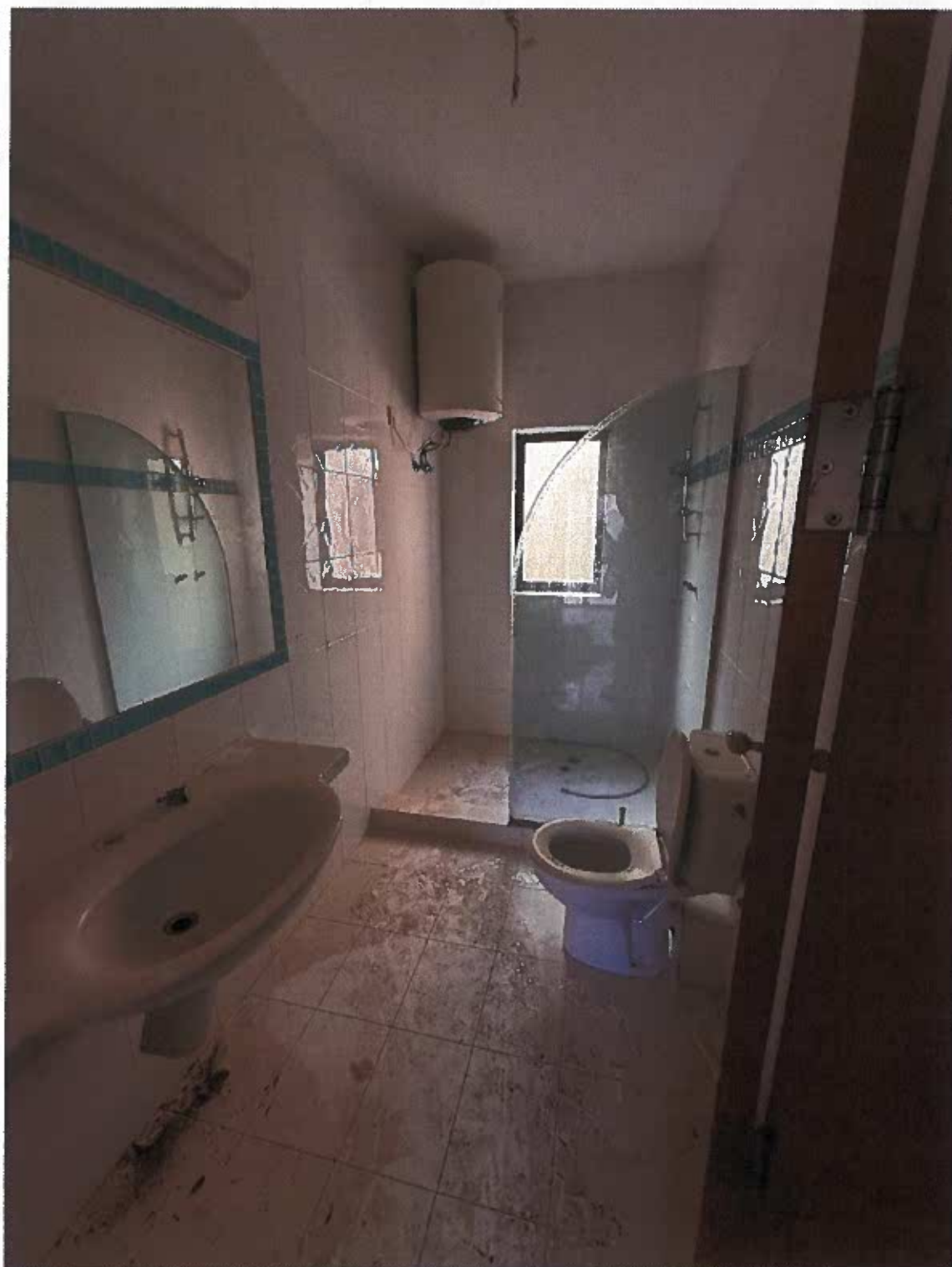






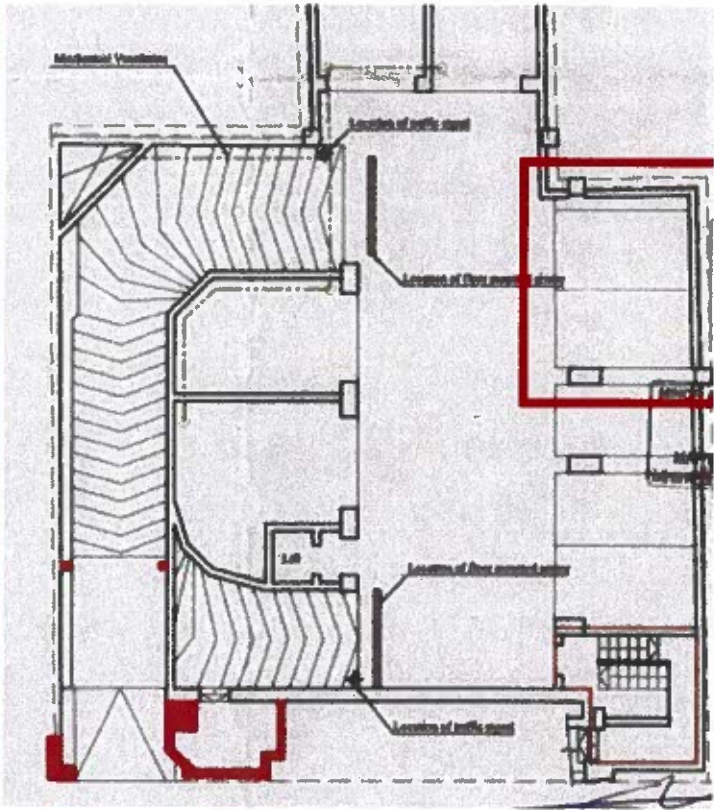
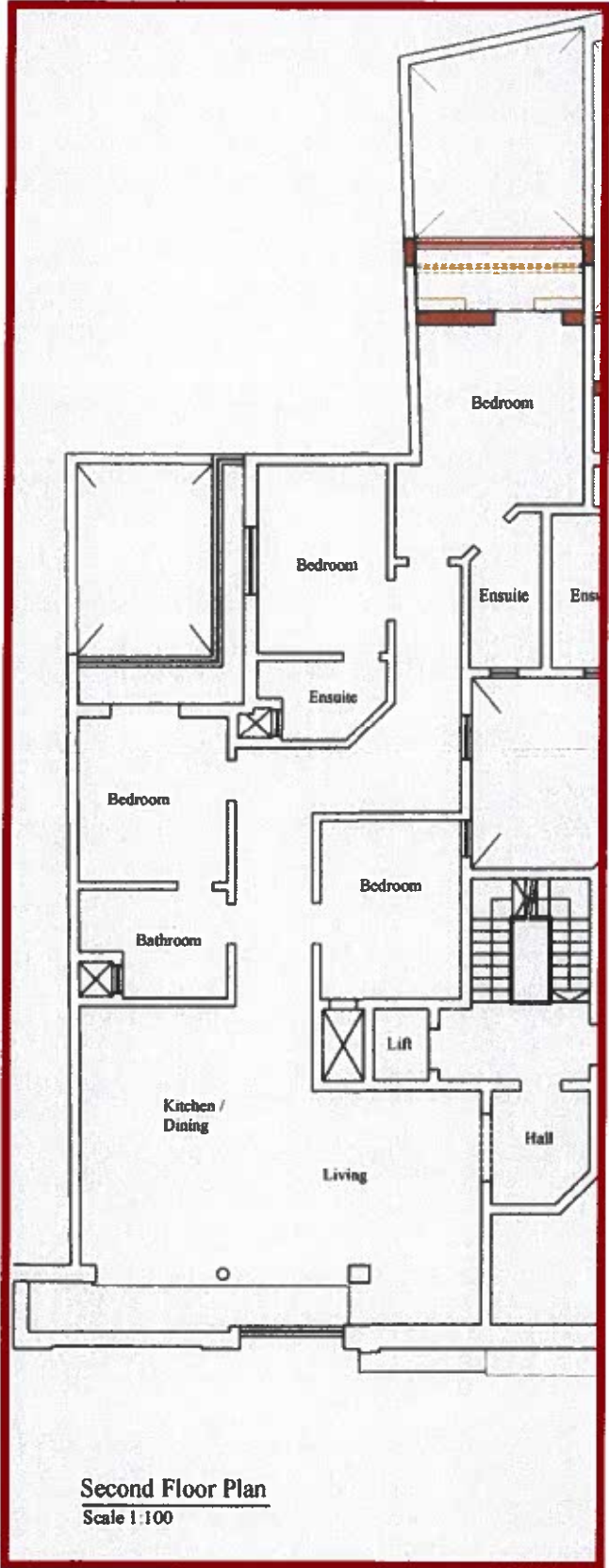






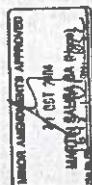
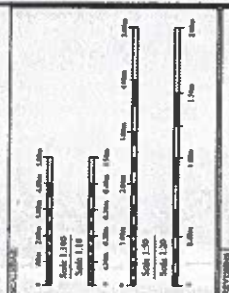


Dok. A2 - Estratt mill- Permess PA1648/01

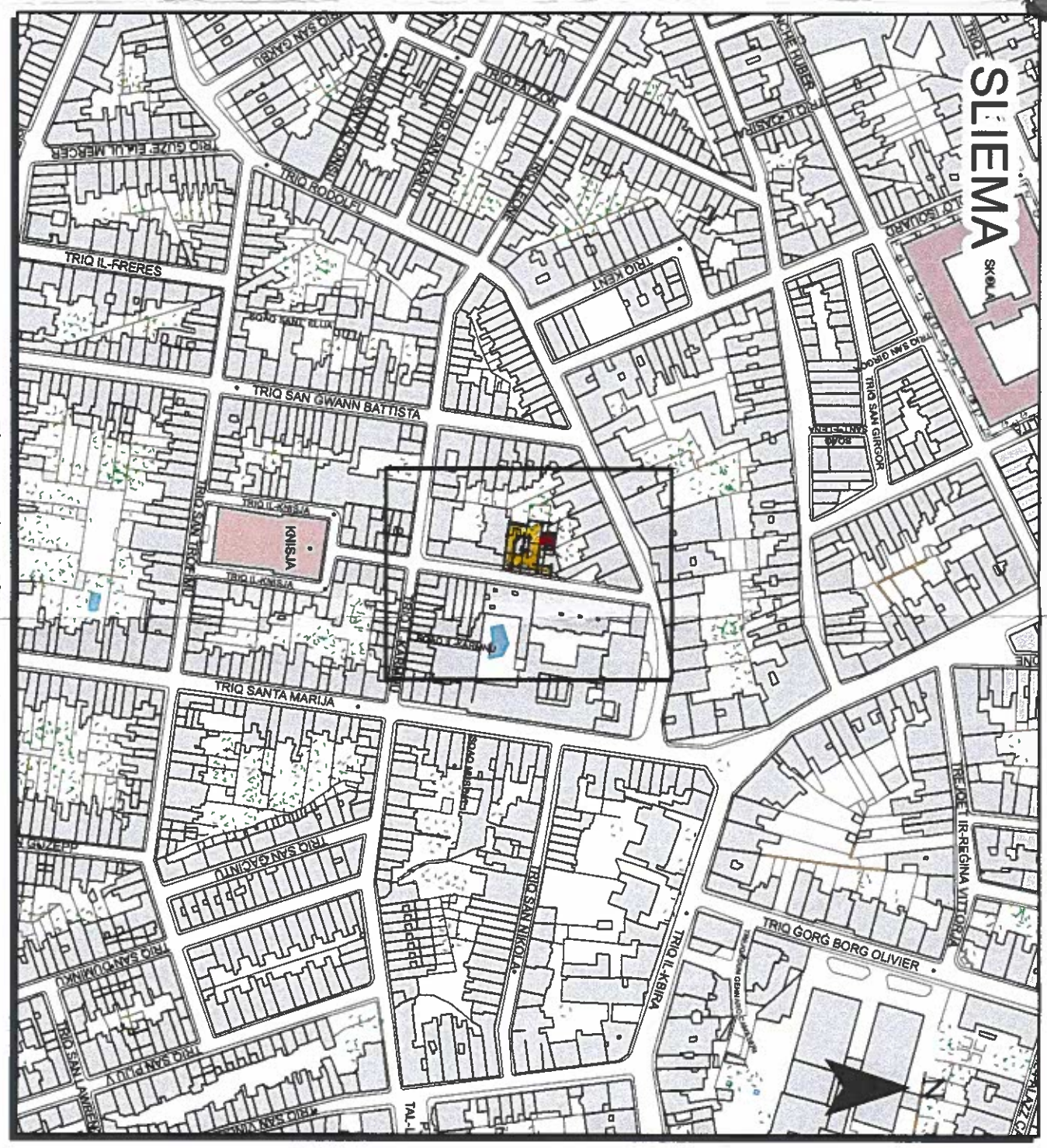
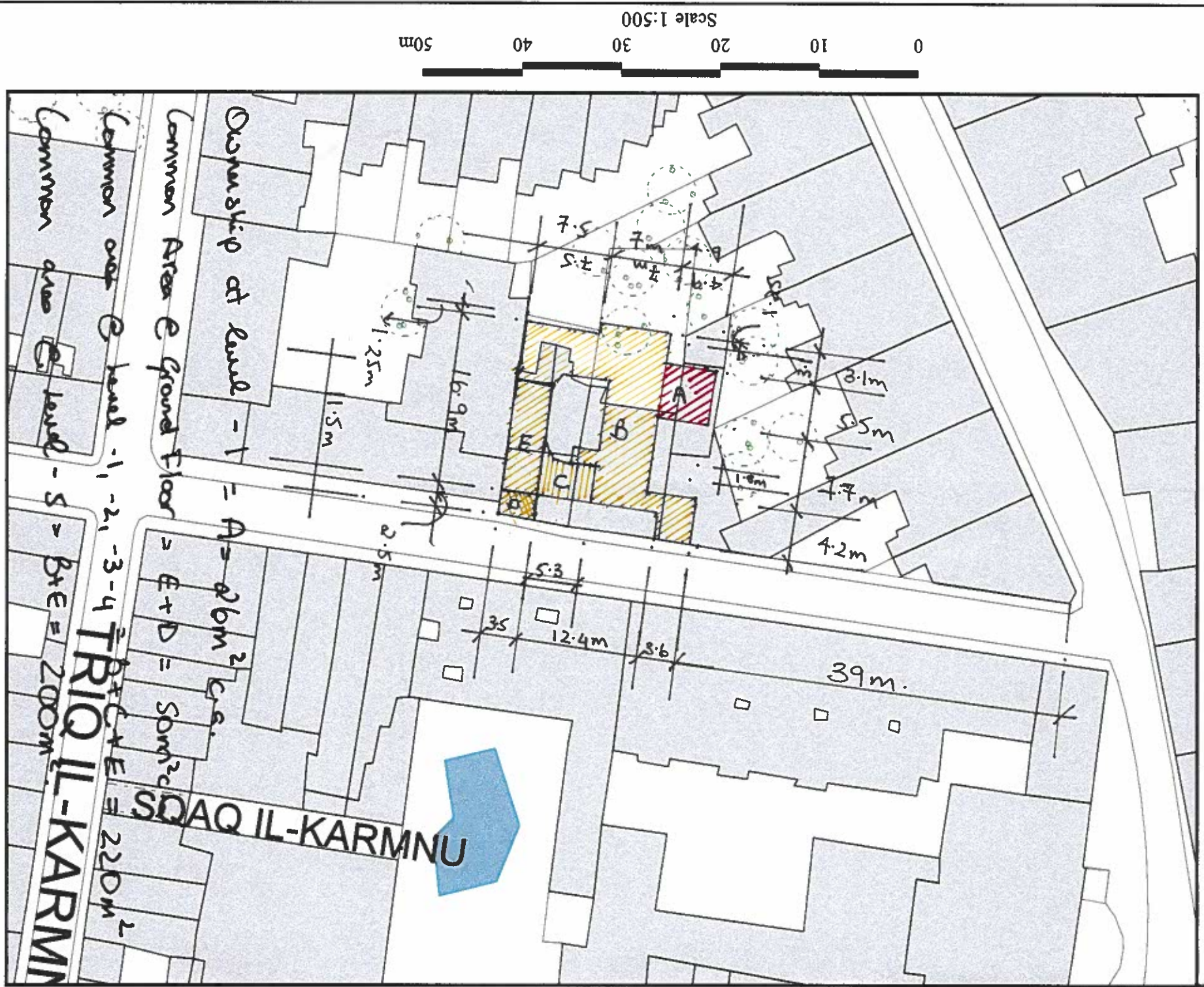


Dok. A3 - Pjanta mill- Permess PA1648/01 doc.63C

63C

[illegible]

Dok. A4 - Pjanta tar-Registru ta' L-Artijiet



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: 385271 M
Pożizzjoni Ċentrali: x = 55024
Map Number: 385271 M
Pożizzjoni Ċentrali: y = 74463

Perit: [Signature]
Architect: CAGE Architects
Timbru tal-Architects: [Stamp]
Architect's Stamp: [Stamp]

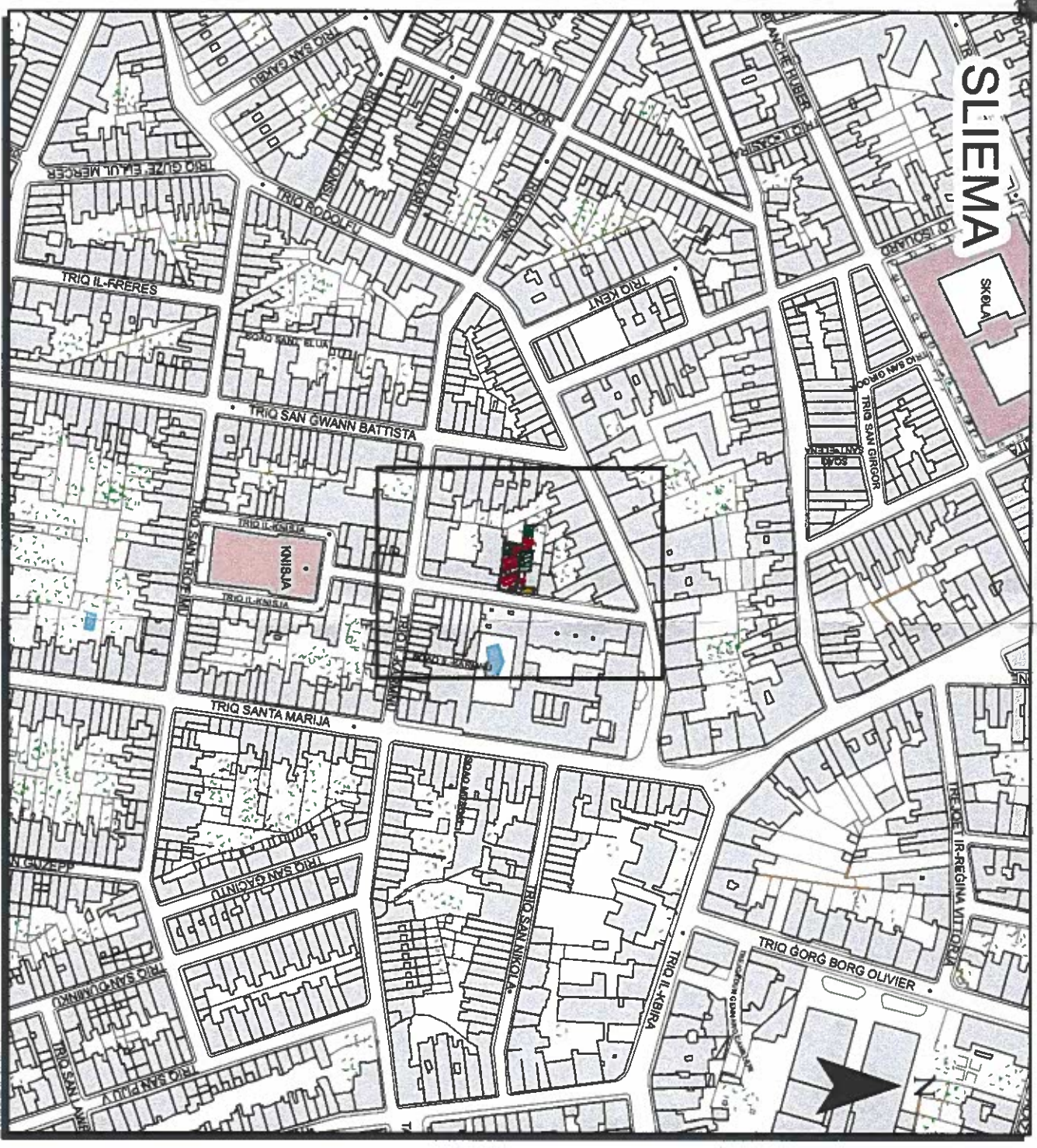
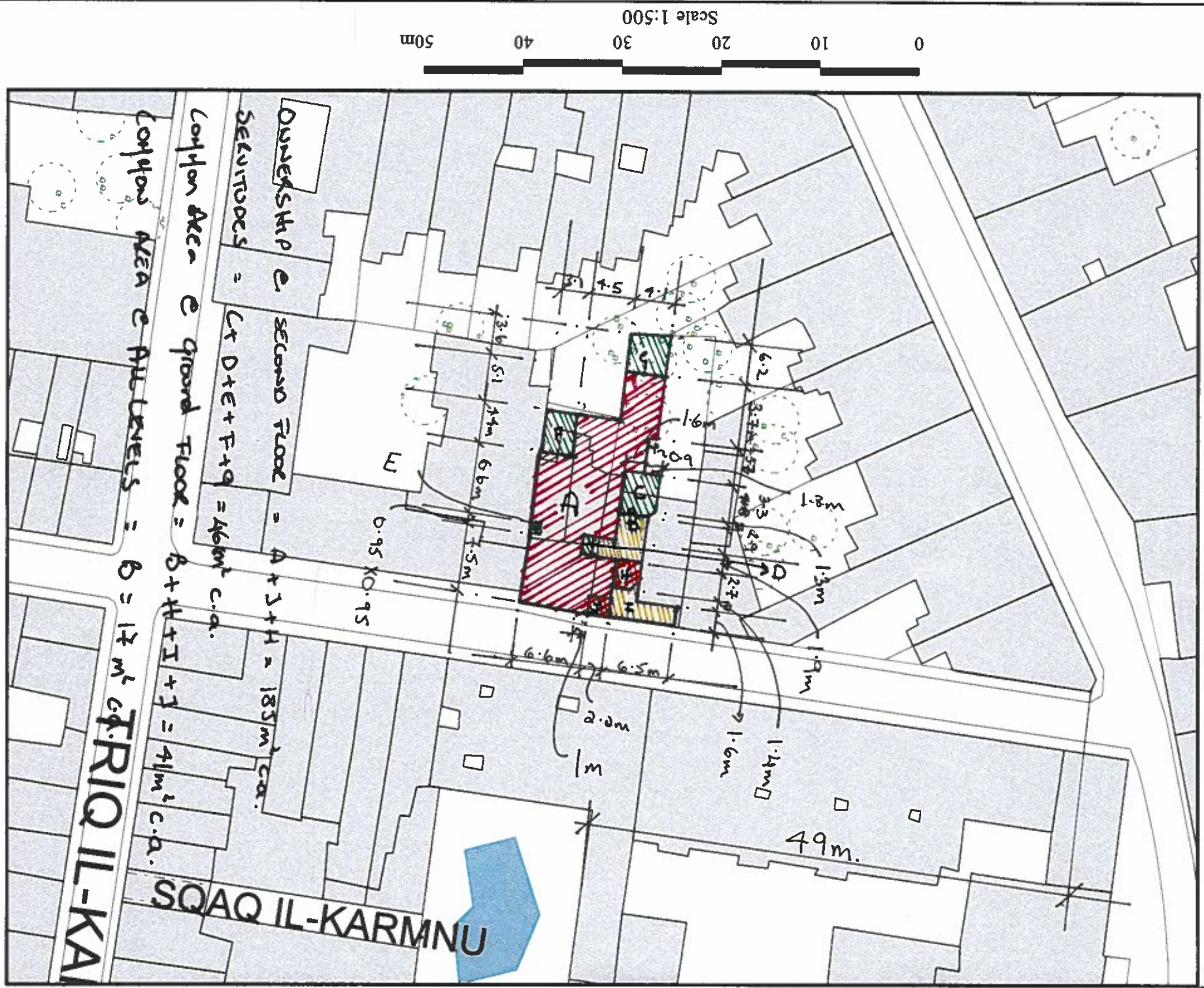
Qies (metri kwadri): 260m² (gross)
Area (square metres): 260m² (gross)

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

53, MOUNTBATTEN
STR. BLATA L-BAUDA

LR 399245

Dritt imballas
Fee Paid



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: 386116 M
Map Number: 386116 M
Pożizzjoni Ċentrali: x = 55015
Centre Coordinates: y = 74461
Parti min S.S.: 5474
Extracted from S.S.:
Date: 12/03/2025

Perit: **CAGH**
Architect: **CAGH**
Timbrija: **CAGH**
Architect's Stamp: **CAGH**
Firma ta' l-Applikant:
Applicant's Signature:

CLAIRE CARTER
53, MOUNTBATTEN
STR. BLATA L-BADA

LR 399959
Dritt imħallas
Fee Paid

Dok. A5 - Schedule 8

Dok. A6 - Referenzi

L-esponenti qegħda telenka wħud minn diversi regolamenti u ligijiet illi huma pertinenti għal dan l-esercizzju viz a viz l-inkarigu tagħha:

Research Bulletin 2024 Bank Ċentrali ta' Malta

Code of Police Laws Chapter 10, Part V. Of Inhabited Areas, Houses and other Tenements

Construction Industry and Property Market Report 2024 MDA

CONSOLIDATED DOCUMENT ON PROPERTY VALUATION A compilation of information and examples, Lands Authority 2017

Development Planning (Use Classes) Order, 2014

Development Planning Act 2016 (ACT No. VII of 2016), ACT No. XXI of 2022 – Development Planning (Amendment) Act, 2022.

ACT No. XVI of 2023 Various Laws relating to Building and Construction (Amendment) Act, 2023.

L.N. 162 of 2016, DEVELOPMENT PLANNING ACT (CAP. 552), Development Planning (Procedure for Applications and their Determination) Regulations, 2016

L.N. 356 of 2010, DEVELOPMENT PLANNING ACT (CAP. 356), Development Planning (Fees) Regulations, 2010
L.N. 74 of 2014 ENVIRONMENT AND DEVELOPMENT PLANNING ACT (CAP. 504)

LN 227/16 Development Planning (Health and Sanitary)

Local Plans, Planning Authority

Ligijiet ta' Malta (Kap 158)

NSO News Release 22/2025 Residential Property Transactions: January 2025

NSO News Release 04/2025 Residential Property Price Index (RPPI): Q3/2024

NSO News Release 028/2025 Residential Building Permits: Q4/2024

Property market mechanisms of the Maltese Islands 2018 DHI Periti

Regulations Kamra tal-Periti - Valuation Standards for Accredited Valuers 2012

Strategic Plan for the Environment and Development Development Control Design Policy Guidance and Standards 2015 (DC15), Planning Authority

The present housing rentals - its effect on housing affordability - Tenlaw follow up Workshop Malta <http://www.dhiperiti.com/real-estate-matters/>

Website tal Bank Ċentrali Ta' Malta

3895

14

This thirty day
of Decr of the
year two thousand
and eleven

Deed No: 360

Joan, Sale and
Redemption

Before me Remigio Zammit Pace, Doctor of Laws and
Notary Public of Malta, duly sworn and admitted, there
personally came and appeared.

Enrolled in the
Public Registry on
16 January 2004
(Jus/730/2004)

Joseph Mary Fenech Chief Officer Malaga, son
of Camillo and Annigata nre Baldacchino, born
in Marsaxlokk residing at Santa Verna, holder
of Identity Card number 3628497

Volume I. No:
1436/2004
(Warranty)

who is appearing hereon for and on behalf of Bank of
Valletta p.l.c., duly authorised for the purpose,
hereinafter referred to as the "Bank".

Volume P. No:
1437/2004
(Joan)

Nicholas Zahra Company Director son of Anthony
and Jacqueline nre Pantor, born Santa Verna
residing at Piltan (15) Hyphen Flat T-2 L. Azzurra
X nre nre holder of Identity Card number 1244777

Volume R. No:
749/2004
(Redemption)

(2) holder of identity card number M, who is
appearing on this deed for and on behalf of Church
Street Developments Limited, having its registered
office at c/o Alpine House Norman Road San Geron.

duly authorized by virtue of ⁽¹⁾ a Board Resolution of the
said Company annexed to this deed and marked
document letter " ", hereinafter referred to as the
"Vendor".

Alessandro Bianchi, Company Director, son of David
and Margherita nre' La Rosa, born in Sliema, holder of
identity card number 450865M, and his wife Simone
Bianchi, daughter of John Naudi Manche and

Concetta nee' Azzopardi, born in Attard, holder of identity card number 233365M, both residing at flat number six (6), Block C, Lowndes Park, New Street off Bay Junction, Saint Julians, hereinafter referred to as the "Borrowers and/or the Purchasers" as the case may be.

Known to me Notary.

Whereas the Borrowers have requested the Bank to grant them on loan the sum of forty-five thousand Maltese liri (Lm45,000), hereinafter called the "Loan", out of which sum the Bank, as delegated by the Borrowers, shall pay the sum of seventeen thousand Maltese liri (Lm17,000) in full an final settlement of the purchase price of the immovable property herein transferred in the second part of this deed, and the remaining sum of twenty-eight thousand Maltese liri (Lm28,000) for the completion of construction of the said immovable property in accordance with Section Two Thousand and Ten of the Civil Code of the Laws of Malta, offering as security a general hypothec over all their property in general, present and future, and a special hypothec and a special privilege over the said immovable property, over and above any other security mutually agreed to from time to time.

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

Now, therefore, in virtue of the first part of this deed the Bank declares to accede and hereby accedes to grant on loan to the Borrowers, who accept, the sum of forty-five thousand Maltese liri (Lm45,000), withdrawable in one amount or in several amounts at the Bank's sole discretion.

The Borrowers bind themselves to immediately inform the Bank when the works on the immovable property herein transferred have been terminated and authorise the Bank to appear on a deed of conservation of privilege at the Borrowers' expense.

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 shall be repaid over a period of twenty-seven (27) years or any extension thereof.

The Bank and the Borrowers agree that if any one of the conditions listed in the schedule annexed hereto and marked document "A", which forms an integral part of this deed, occurs, then, or at any time thereafter, the Bank may, by notice to the Borrowers, declare the loan to be immediately due and payable, whereupon it shall become so due and payable, together with accrued interest thereon and any other amounts then payable under this deed.

The terms and conditions regulating the loan (including the term, the interest rate, fees and charges) may be laid down or amended by the Bank from time to time:

- a. in the event of changes in market conditions or in banking practice;
- b. in the event of changes in costs to the Bank;
- c. if the Borrowers are in breach of this Agreement or is otherwise in default;
- d. in the event of changes in the law and/or a decision or recommendation of a court, regulator or similar body;
- e. in the event of the introduction of new or improved products, systems, methods of operation, technology, alternative delivery channels, services or facilities
- f. in the case of a merger with or take over of the business of another bank or organisation offering similar services;
- g. if any event occurs or circumstance arises which may reasonably affect the performance by the Borrowers of all or any of the obligations under this Agreement.

The Bank will give the Borrowers reasonable notice of any such amendment.

In warranty of the proper observance of the conditions of this deed and in particular of the repayment of loan and the payment of interest accruing thereon, the Borrowers hereby grant in favour of the Bank, which accepts, a general hypothec over all their property in general, present and future, over and above a special hypothec and a special privilege over:

(a) the apartment internally marked number five (5), situated on second-floor level; and

(b) the two parking-spaces internally marked number five (5) and six (6).

The said apartment and two parking-spaces, which are better described in the second part of this deed, form part of a complex without number named "Melita Mansions" consisting of flats, maisonettes and garages, in Church Street, Sliema, built on the site formerly occupied by the houses number eighteen (18), nineteen (19), twenty (20), twenty-one (21) and twenty-two (22), bounded the said complex on the east by the said Street, on the west by property of Andrew De Domenico, and on the south by property of the De La Salle Brothers.

I, the undersigned Notary, do hereby declare that this property is ^{not} situated in a registration area. However, the Borrowers authorise the Bank to follow and file any application to the Land Registrar should it become necessary to register this property with the Land Registry.

Furthermore, the Borrowers and the Bank agree as follows:

The Borrowers 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.

If so requested by the Bank, the Borrowers 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 Borrowers authorise the Bank to effect any insurance on said property as the Bank may deem fit at the Borrower's sole expense.

The Borrowers undertake in favour of the Bank, which accepts:

- a) not to give 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
- 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.

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

All fees and expenses in connection with this deed are to be borne by the Borrowers, who further undertake to refund to 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 Borrowers, and also for maintaining all the Bank's security in good order to the satisfaction of the Bank from time to time.

The Bank reserves the right to introduce such fees as it may consider appropriate for the provision of its services and to increase the fees and/or charges which are currently applicable by the giving of fifteen (15) days notice of the introduction or increase in such fees. Any such notice will be posted on the Branch Notice Board.

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

In virtue of the second part of this deed, the Vendor hereby sells and transfers unto the Purchasers, who purchase and acquire:

(a) the apartment internally marked number five (5), situated on second-floor level; and

(b) the two parking-spaces internally marked number five (5) and six (6), measuring approximately *seven square meters each*.

The said two parking-spaces are being sold in the state according to the specifications annexed to this deed and marked document letter "Z", and is better shown outlined in green on the plan attached to this deed and marked document letter "A" and are together bounded being contiguous on the *North by property belonging to Paddy Pelligi Patit, South by the common driveway and fence by space number seven (7) belonging to vendor*

The said apartment and two parking-spaces form part of a complex without number named "Melita Mansions" consisting of flats, maisonettes and garages, in Church Street, Sliema, built on the site formerly occupied by the houses number eighteen (18), nineteen (19), twenty (20), twenty-one (21) and twenty-two (22), bounded the said complex on the east by the said Street, on the west by property of Andrew De Domenico, and on the south by property of the De La Salle Brothers.

Included in this sale is the right of use of all the common parts in the block.

Included in this sale is also the perpetual right of passage by vehicle at all times from the driveway leading to Triq il-Knisja, and also the right of passage on foot from the stairs or the lift leading to the said Street. The Vendor shall remain the owner of the said rights of passage and reserves in its favour the right to grant the said rights to third parties. Moreover, the common parts in accordance with Act number Twenty-nine of the year one thousand nine hundred and ninety-six (XXIX/1996) regulating *Condominia* shall remain the property of the Vendor.

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

In consideration of the price of forty five thousand Maltese liri (Lm45,000), out of which price Purchaser is presently paying the sum of twenty eight thousand Maltese liri (Lm28,000) to the Vendor, which accepts. The Bank, as delegated by the Purchasers in the first part of this deed, is hereby paying the sum of seventeen thousand Maltese liri (Lm17,000) in full and final settlement of the purchase price to the Vendor, which accepts and grants full receipt and acquittance for the said total price of Lm45,000.

The Vendor warrants the peaceful possession and the true enjoyment in terms of law of the immovable property herein transferred, and for this purpose hereby it constitutes in favour of the Purchasers, who accept, a general hypothec over all its property in general, present and future.

The Vendor hereby declares that the said property has been built according to the plans approved by the Planning Authority; Furthermore Vendor binds itself to complete the above property in all respects according to plans and specifications already approved by the parties and this by the thirty first day of March of the year two thousand and four (31.3.2004).

It is being expressly agreed that as part of the works Vendor will wall up the space between the parking-spaces number six (6) and seven (7). The Vendor binds itself also to provide two four-leaf garage doors, one garage door for each of the parking-spaces number five (5) and six (6).

The Vendor hereby declares also that the expenses in connection with the road formation and services have been already paid.

The Purchasers shall neither pay nor receive any compensation for party walls.

The Purchasers shall have the right to install and service a water-tank of a maximum capacity of one thousand litres (1000L) and also a satellite dish.

Access to the roof can only be at reasonable times and after informing the owner of the penthouse.

The Purchasers bind themselves to become members of the Owners' Association for the apartments and the parking spaces. They also bind themselves to abide to conform with the said regulations and pay their share of the costs of maintenance.

The garage shall be used solely for the purpose of parking of cars and/or as a store. Moreover, any use thereof which causes noise, vibrations, smells and/or any other inconvenience is absolutely prohibited, and for this reason it is being agreed that no animals and/or foul shall be kept in the said garage.

The Purchasers bind themselves not to obstruct in any way the driveway, or the aforementioned stairs and/or lift.

The Vendor shall retain the right to carry out maintenance and improvements which shall consider opportune in the driveway or other means of passage as aforementioned, and from where the said garage is accessible. It shall also retain the right to collect from the Purchasers, and from the owners of the other garages in the driveway, a periodical fee to make up for the relative expenses. On their part, the Purchasers bind themselves to pay the said fee within fifteen (15) days from when they receive the relative notice. In default of payment of the said fee within the stipulated period and after thirty (30) days lapse from when another notice is sent to her, an additional fee of two Maltese liri (Lm2) per day shall be due from the expiry of the said thirty-day period. Moreover, the Purchasers bind themselves to follow the directives issued by the Vendor with regard the use of the driveway. The Vendor reserves in its favour the right to delegate the said rights to owners' association of the garages.

The walls dividing the garage from the property of the Vendor shall be considered as already common between the Purchasers and the Vendor or its successors in title.

The Vendor is granting to the Purchasers the right to electricity from the meter with which the basement is going to be provided.

The Purchasers bind themselves not to allow structural alterations without the consent in writing from the Vendor, and in such a case the works shall be carried out under the supervision of an architect appointed by the Vendor.

It is being declared that the above conditions shall bind also the successors in title of the Purchasers.

For the purposes of Act number Seventeen of the year one thousand nine hundred and ninety-three (XVII/1993), it is hereby being declared that the Vendor built the complex hereabovementioned on the site formerly occupied by the houses number eighteen (18), nineteen (19), twenty (20), twenty-one (21) and twenty-two (22), in Triq il-Knisja, Sliema, which it had acquired as follows:

(a) the temporary *directum dominium* for the remaining period from one hundred and fifty (150) years which expired on the fourteenth day of August of the year two thousand and twenty-three (14.08.2023) and the subsequent full ownership thereafter of the tenements number eighteen (18) and nineteen (19) from the Government of Malta by virtue of a deed in the records of Notary Doctor Victor John Bisazza of the twenty-fourth day of October of the year two thousand and one (24.10.2001);

(b) the temporary *utile dominium* for the remaining period from one hundred and fifty (150) years which expired on the fourteenth day of August of the year two thousand and twenty-three (14.08.2023) and the subsequent full ownership thereafter of the tenements number eighteen (18) from Winston Zahra and others by virtue of a deed in the records of Notary Doctor Victor John Bisazza of the twenty-eighth day of November of the year two thousand and one (28.11.2001);

(c) the tenements number twenty (20) and twenty-one (21) from George and Antoinette, spouses Zahra,

by virtue of a deed in the records of Notary Doctor Victor John Bisazza of the seventh day of November of the year two thousand and one (07.11.2001);

(d) the temporary *utile dominium* for the remaining period from one hundred and fifty (150) years which expired on the fourteenth day of August of the year two thousand and twenty-three (14.08.2023) of the tenements number nineteen (19) and twenty-two (22) from Comtec Services Limited by virtue of a deed in the records of Notary Doctor Victor John Bisazza of the seventh day of November of the year two thousand and one (07.11.2001).

For the purposes of Act number Seventeen of the year one thousand nine hundred and ninety-three (XVII/1993), it is hereby being declared that the stamp duty due by the Purchasers amounts to one thousand eight hundred Maltese Liri (Lm1800).

For the purposes of Act number Eighteen of the year one thousand nine hundred and ninety-four (XVIII/1994), it is hereby being declared that the provisional capital gains tax due by the Vendor on this deed amounts to three thousand one hundred and fifty Maltese liri (Lm3150).

In virtue of the third part of this deed, the Bank is hereby giving its consent for the reduction of the note of hypothec and privilege bearing number one hundred and forty-two of the year two thousand and two (142/2002) inscribed in the Public Registry in its favour and against the Vendor, in the sense that it is hereby waiving its rights insofar as they affect the immovable property herein transferred, otherwise retaining firm and valid all its other rights arising out of the said note.

This deed has been done, read and published after I, the undersigned Notary, explained the contents thereof to the parties, in Malta, at the office of the Bank of Valletta, Palazzu Sgħir Valletta.

P. [Signature]
[Stamp]

3905

24

- (1) Fifteen words called substituted < the
found and birds of kind of some copy
- (2) Six words called
- (3) Word called
- (4) Word called substituted < yellow
- (5) Add: A copy of the Quins Association for
the apaches is attached
- (6) Word called substituted < then
- (7) Add: make use of

Tom Jones Okli 2
✓

J.J.

✓
Chas. P. Butler of Chulch



LAND REGISTRATION AGENCY

CASH SALE

Date 12/02/2025
Code CASH
System Reference 00107078
Sales Rep FEB
External Reference card-4531
Page 1 of 1

CASH SALE : 100346

Stock Code	Description	Quantity	Price	Gross	VAT%
SITEPLANS	SITE PLANS	2.00	6.00	12.00	0.00

VATRate	NetValue	VATAmt	Subtotal	
0.00	12.00	0.00	VAT	0.00
TOTAL	12.00	0.00	Total Items : 2.00	Total € 12.00

99844471

Posted 12/02/2025 10:37:11

Fiona E. Bugelli
Clerical Officer
Land Registration Agency

FIONA ELIZABETH BUGELLI
Land Registration Agency

Received In Good Condition

Shireburn Inventory Management System



+356 2560 9700
enquiries@landregistry.gov.mt
landregistry.gov.mt



116, Casa Bollino
Triq Il-Punent
Il-Belt Valletta
VLT 1535



PLANNING AUTHORITY

St Francis Ravelin, Floriana, FRN 1230, Malta
www.pa.org.mt

Tel: (+356) 2290 0000
VAT No: MT 1281-6708

customercare@pa.org.mt
Exemption No: EXO 1188

Cash Sale

Name: Claire Carter

Cash Sale Number: 519993-4734-0

Address:

Date: 27 February 2025

VAT No.:

Item Description	Qty	Unit Price (excl VAT)	Net Amount (excl VAT)	VAT Amount	VAT Rate %
Copy of plans (digital)	1	€11.65	€11.65	€0.00	0

Payment Details:

Internet Payment - 2025-02-27-0015

Cash Sale Status:

Settled

Total NET: €11.65
Total VAT: €0.00
Total: €11.65

Drawn up by
Francesca Mercieca Muscat

Receipt is not valid if payment is dishonoured.

QORTI CIVILI, PRIM' AWLA



Subbasta 42/2024

35°14° Capital SCC plc C105417

u

Alessandro sive Sandro Bianchi KI 450865M et

RELAZZJONI TAL-ESPERT ĠUDIZZJARJU

Il-Perit Claire Carter A.&C.E Perit, B.E&A (Hons.)Melit

Aċċess miżmum fil-19 ta' Frar 2025, fil-fond 5, Melita Mansions, Triq il-Knisja, Tas-Sliema u Żewġ (2) spazji tal-parkeġġ internament numerati hamsa (5) u sitta (6), Melita Mansions, Triq il-Knisja, Tas-Sliema.

Data tal-ħatra: 30 ta' Jannar 2025

Data ta' skadenza: 5 ta' Marzu 2025

Illum: 17/04/2025

RELAZZJONI TAL-ESPERT GUDIZZJARJU, IL-PERIT CLAIRE CARTER

Tesponi bir-rispett illi:

1. Minhabba li r-referenzi tal-pjanti tal-appartament kif instaghbu fil-karti tal-qorti ma kienux korretti, kellu isir aċċess ieħor fil- 11 ta' Marzu 2025 bejn 9.15am u 10.30 am, fil preżenza tas-Sur Alessandro Bianchi .
2. F'Dok A7- hemm il-pjanta tal-appartment u l-kommun residenzjali.
3. F'Dok A8 hemm il pjanta tal-garaxx u il komun tal-garaxx separatament.
4. Tant għandha x'tirrelata l-esponenti Perit Tekniku għall- konsiderazzjoni ta' din l-

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www.cage.com.mt

PERIT CLAIRE CARTER - PERIT TEKNIKU
53, TRIQ MOUNTBATTEN BLATA L-BAJDA

53, TRIQ MOUNTBATTEN BLATA L-BAJDA

Data: 17/04/2025

Ilum... 24 APR 2025
Ippreżentata mill... P. C. Carter
bla dok./b... dokumenti
B'żewġ doki (2)

Ilum... 13 ta' Mejju, 2025
Deher il-Perit Legali / Tekniku: Ack. Claire Carter
Li wara li ddikjara li thallas l-ammont illu dovut, halef/halfet li qeda/qdlet fedelment u onestament l-inkarigu mogħti lilu/ha.
Roberta Buncot Deputat Registratur


Adrian Mallia
Deputat Registratur

Dokumenti Annessi:

Dok. A7 - Pjanta tal- Appartment mill-Aċċess

Dok. A8 - Pjanta tal-Garaxx mill- Aċċess

APARTMENT AT SECOND FLOOR

SCALE: 1/100



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scale 1:100

0 1 2 3 4 5 6 7 8 9 10m

All dimensions need to be checked on site.
This drawing is for reference only.

JOB : 2221_Architecture.CG_A1		DRAWING TITLE : A3-Apartment		DRAWING NO:	
job no :	2015	scale :	As Shown	date :	17/04/2025
revision :		printed :	17/04/2025		

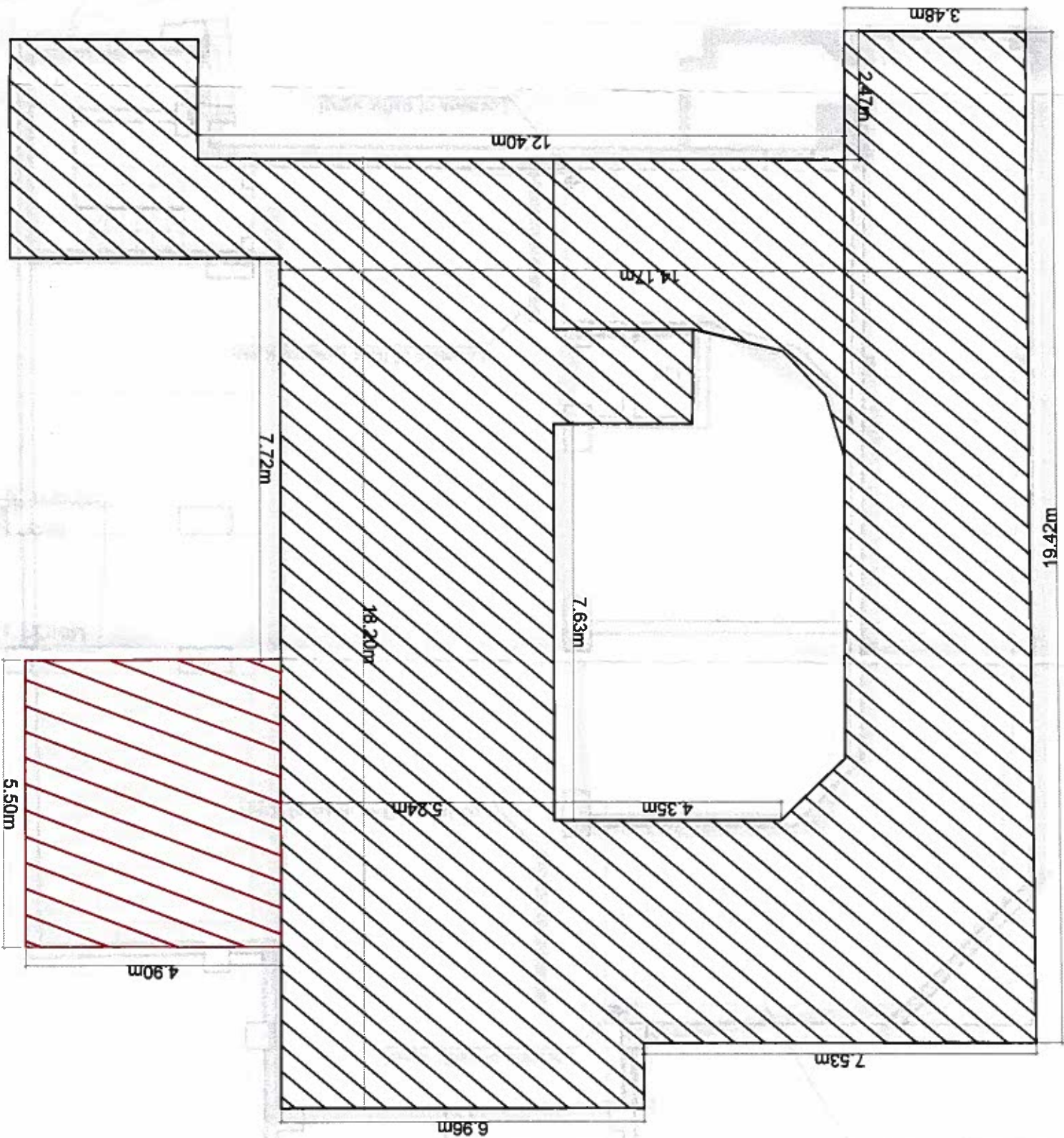
All dimensions need to be checked on site.
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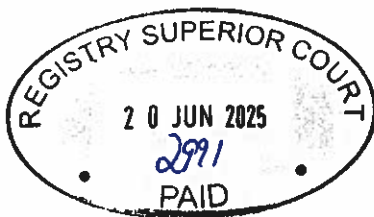
SEMI-BASEMENT PLAN

SCALE:1/100



JOB : 2221_Architecture.CG_A1	DRAWING TITLE : A3-Garage	DRAWING NO:	revision :
job no : 2015	scale : As Shown	date : 17/04/2025	printed : 11/10/2021

NOTA KORRETTORJA / ADDIZZJONALI DWAR IS-SUBBASTA NRU. 42/2024



Subbasta Immobbli Nru: 42/2024 fl-ismijiet:

35°14° Capital SCC p.l.c. (C105417)

vs.

Alessandro sive Sandro Bianchi (KI 450865M)

u

Simone Bianchi nee Naudi Manche' (KI 233365M)

B'referenza għar-rapport tiegħi bid-data tas-27 ta' Frar 2025 nixtieq nikkjarifika illi d-deskrizzjoni kompluta tal-immobbli soġġetti għas-subbasta de quo ai termini tal-kuntratt t'akkwist datat t-tletin ta' Diċembru tas-sena elfejn u tlieta (30.12.2003) fl-atti tan-Nutar Dr. Remigio Zammit Pace hija s-segwenti:

- L-appartament internament numerat ħamsa (5) li jinsab fit-tieni sular, li jiffirma parti minn kumpless mingħajr numru bl-isem ta' 'Melita Mansions' li jikkonsisti fi flats, maisonettes u garaxxijiet fi Triq il-Knisja, Tas-Sliema, mibnija fuq is-sit li qabel kien okkupat mid-djar numru tmintax (18), dsatax (19), għoxrin (20), wieħed u għoxrin (21) u tnejn u għoxrin (22), mill-Lvant imiss mal-imsemmi kumpless ma' dik it-triq, mill-Punent ma' proprjeta' ta' Andrew De Domenico jew is-suċċessuri tiegħu fit-titolu, u in-Nofsinhar minn proprjeta' ta' De La Salle Brothers jew tas-suċċessuri tagħhom, bi dritt ta' użu tal-partijiet komuni tal-blokka, liema appartament nikkonferma l-istima ta' tnejn u ħamsin elf ewro (€520,000); u
- Iż-żewġ (2) spazji tal-parkeġġ internament numerati bin-numru ħamsa (5) u sitta (6) li jiffirmaw parti minn kumpless mingħajr numru bl-isem ta' 'Melita Mansions', li jikkonsisti fi flats, maisonettes u garaxxijiet fi Triq il-Knisja, tas-Sliema, mibnija fuq is-sit li qabel kien okkupat mid-djar numru tmintax (18), dsatax (19), għoxrin (20), wieħed u għoxrin (21) u tnejn u għoxrin (22), imiss mal-imsemmi kumpless mill-Lvant ta' dik it-triq, mill-Punent ma' proprjeta' ta' Andrew De Domenico jew tas-suċċessuri tiegħu fit-titolu, u n-Nofsinhar minn proprjeta' ta' De La Salle Brothers jew tas-suċċessuri tagħhom, bi dritt perpetwu ta' passagġ bil-vettura minn rampa li tagħti fit-Triq il-Knisja, kif ukoll bi dritt ta' passagġ bir-riġel kemm mit-taraġ jew mill-lift li jagħtu għal Triq il-Knisja, liema spazji tal-parkeġġ nikkonferma li huma stmati sitta u ħamsin elf ewro (€56,000).

Perit Claire Carter – Perit Tekniku
53, Triq Mountbatten Blata l-Bajda
Data: 20 ta' Ġunju 2025

CAGE
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53, MOUNTBATTEN
STR. BLATA L-BAJDA

Ilum <u>20.06.2025</u>
Deher il-Perit Legali / Tekniku: <u>Claire Carter</u>
Li wera li ddikjara li tallas Hammonit lili dovut, notef/haliet li qeda/qdlet rediment u onestament l-inkarigu mogħti lili/ha.
<u>[Signature]</u> Deputat Registratur

Ilum 20 JUN 2025

Ipprezentata mill- Perit Claire Carter
bla dok/b 1 dokumenti.
40