Ioannis Anastassiades K00159265 et rapprezentati mill-Avv. Malcolm Mifsud KI405168M

VS

Credinvest International Corporate Finance Limited C 21795



RELAZZJONI TAL-PERIT LILL-ONORABBLI QORTI ČIVILI TA' MALTA

DESKRIZZIONI U VALUTAZZIONI TA' PROPIETA' OSSIA BLOKKA TA' UFFICINI B'NRU MIIA SEBA U HAMSIN (157), BL-ISEM TA' 'CREDINVEST HOUSE'FI TRIQ L-ARCISQOF, VALLETTA

SKOP TA' DIN IR-RELAZZJONI:

L-Onorabbli Qorti Civili innominatni filkapacita' tieghi bhala Perit biex nipprezenta deskrizzjoni u valutazzjoni tal-propjeta' indikata fit-titlu ta' dan ir-rapport.

(L-ittra tal-hatra tinsab f'Annetti 6).

DATA TA' L-ISPEZZJONI:

8 ta' April 2025

ISEM TAL-PERSUNA PREŻENTI

WAQT L-ISPEZZJONI:

Is-Sinjur Alain Mangion

TIP TA' PROPJETA':

Blokka ta' ufficini

INDIRIZZ TAL-PROPJETA':

157, 'Credinvest House', Triq L- Arcisqof Valletta

(Għall-indikazzjoni eżatta tas-sit ara Annetti 1 u Annetti 2)

DESKRIZZJONI ĠENERALI TAL-PROPJETA':

Il-propjeta' tikkonsisti fi blokka ta' ufficini mibnija fuq sitt sulari bl-arja taghha.

Il-blokka għandha aċċess dirett minn Triq l-Arcisqof fil-parti ta' bejn Triq Sant'Orsola u Triq il-Lvant (ara Annetti 1).

Fil-pjan terran hemm intrata zghira li twassal ghall-bitha interna li hi msaqqfa fil-livell talbejt. Fuq in-naħa tal-lemin ta' l-intrata hemm ufficcju li jhares fuq it-triq. Ma ġemb il-bitha interna hemm l-access ghat-tromba tat-tarag, il-lift, kamra tal-banju u ufficcju iehor fuq innaħa ta' wara. Il-lift issevi s-sulari kollha talblokka.



naĥa ta' wara. Il-lift issevi s-sulari kollha tal-blokka.

Fl-ewwel sular hemm tlett ufficini. Wiehed minn minn dawn l-ufficini jiehu d-dawl millbitha interna waqt li ufficju iehor ihares fuq ittriq. It-tielet ufficju jiehu d-dawl minn xaft.

Fit-tieni sular hemm żewġ ufficini, wieħed iħares fuq it-triq waqt li l-ieħor jieħu d-dawl mill-bitħa interna. Fl-istess sular hemm kamra tal-banju.

Fit-tielet sular hemm żewg ufficini, wiehed ihares fuq it-triq waqt li l-iehor jiehu d-dawl mill-bitha interna. Fl-istess sular hemm kamra tal-banju.

Fir-raba sular hemm żewġ ufficini, wieħed iħares fuq it-triq waqt li l-ieħor jieħu d-dawl mill-bitħa interna. Fl-istess sular hemm kamra tal-banju.

Fil-hames sular hemm żewġ ufficini, wiehed ihares fuq it-triq waqt li l-iehor jiehu d-dawl mill-bitha interna. Fl-istess sular hemm kamra tal-banju.

Fis-sitt sular hemm kamra mdaqqsa fuq innaħa ta' wara li sservi bhala kċina u salott, kamra tal-banju, u terrazzin fuq in-naħa ta' quddiem b'veduti distanti tal-Port il-Kbir.

(Għall-pjanta tal-blokka ara Annetti 3)

(Għar-ritratti tal-blokka minn ġewwa ara Annetti 5)

Il-propjeta' hi mibnija fuq art li għandha kejl superfiċjali gross (gross floor area) ta' 106.30 metru kwadru.

Il-kejl superficjali nett (usable floor area) talblokka hu ta' cirka 300.0 metru kwadru.

Il-propjeta' tinsab f'żona tajba ta' Valletta b'tahlita ta' bini residenzjali kif ukoll kummercjali.

IL-MADWAR TAL-PROPJETA':

QISIEN:

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STAT PREZENTI TAL-PROPJETA':

Il-blokka hi kompluta bl-aperturi ta' ģewwa u ta' barra, madum tal-ħajt u ta' l-art, l-aċċessorji kollha tal-kamra tal-banju, tikhil, kisi, tibjid u l-installazzjonijiet kollha tad-dawl u ta' l-ilma.

Il-kondizzjoni ta' l-istruttura tal-blokka tidher li hi tajba.

SERVIZZI U SISTEMI INSTALLATI:

Dawl, ilma u komunikazzjoni mal-*main sewer* tad-drenaġġ.

PERMESSI TA' L-IZVILUPP:

L-ebda tip ta' applikazzjoni ta' l-iżvilupp ma giet sottomessa lill-Awtorita' ta' l-Ippjanar fuq il-propjeta' koncernata.

KONFORMITA' MA' PERMESSI TA' L-IZVILUPP

Mhux applikabbli ghax ma hemm l-ebda applikazzjoni mitfugha fuq dan is-sit.

KONFORMITA' MALL-LIĞIJIET SANITARJI

Fir-rigward ta' fatturi sanitarji jidher ċar li minħabba li l-bitħa interna ġiet imsaqqfa bi struttura fissa l-kmamar li m'għandhomx faċċata fuq it-triq m'humiex konformi malliġijiet kurrenti tas-sanita'.

PIŻIJIET U DRITTIJIET OĦRA:

Il-propjeta' hi soģģetta għal piż annwu u piju ta' sitt liri Maltin (LM6), illum € 13.98, u għasservitujiet, ipoteki u privileģģi imma b'pussess vakanti. (Dawn kif indikati fl-aħħar trasferiment, anness ma' dan ir-rapport)

UŻU PREŻENTI TAL-PROPJETA':

Prezentament il-blokka hi mikrija lill-terzi, kif gie deskritt mis-Sur Alain Mangion.

VALUTAZZJONI TAL-PROPJETA':

Il-metodoloģija li ģiet applikata mill-esponent biex gie stabbilit l-valur liberu u frank talpropjeta' in kwistjoni hi dik komparattiva, cioe' il-'Comparative Method of Valuation', fejn ģew identifikati propjetajiet simili ģewwa Valletta.

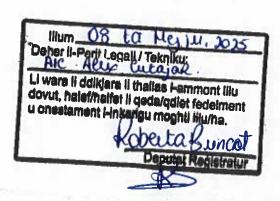


Minn dawn l-operazzjonijiet paragunabbli rriżulta li l-valur ta' blokka ta' ufficini ġewwa Valletta tiswa cirka €4,400 kull metru kwadru. Minħabba li l-kejl superficjali nett (usable floor area) tal-blokka hu dak ta' cirka 300.0 metru kwadru allura l-valur liberu u frank tal-propjeta' hu ta':

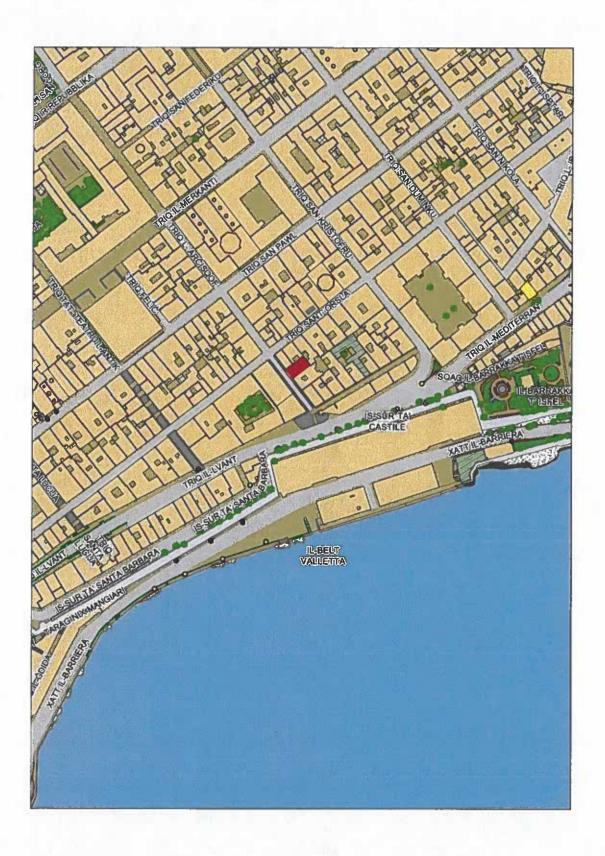
Miljun u Tlett Mija u Għoxrin Elf Euro € 1,320,000

Perit Alex Cutajar

> Adrian Mallia Deputat Registratur

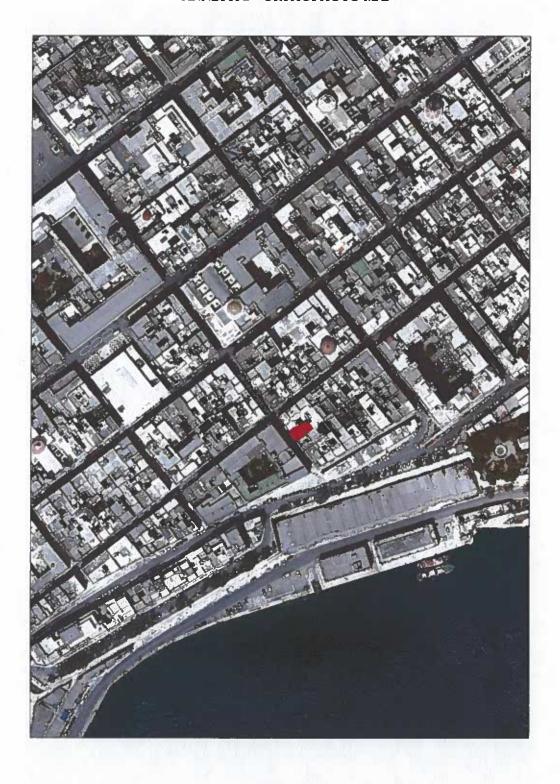


ANNETTI 1 - SITE PLAN



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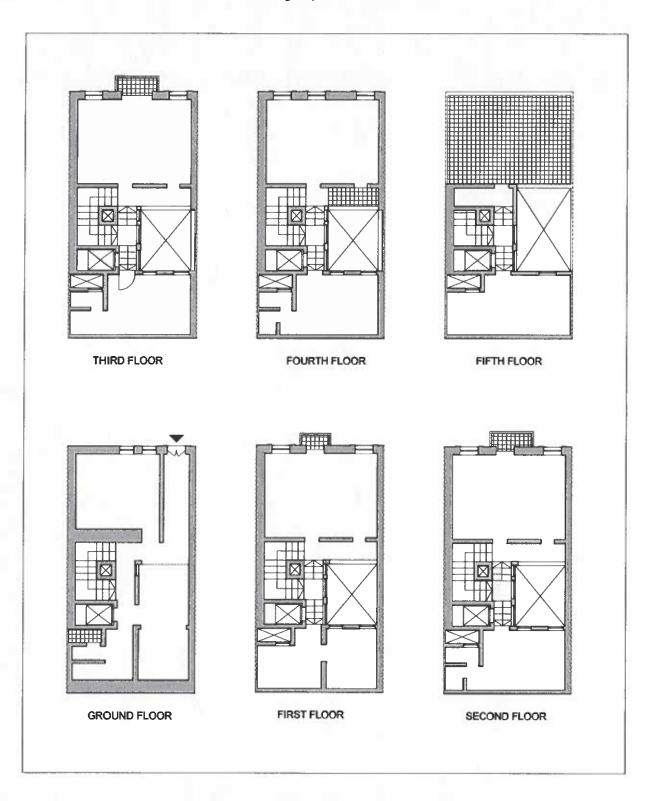
ANNETTI 2 – ORTHOPHOTO MAP



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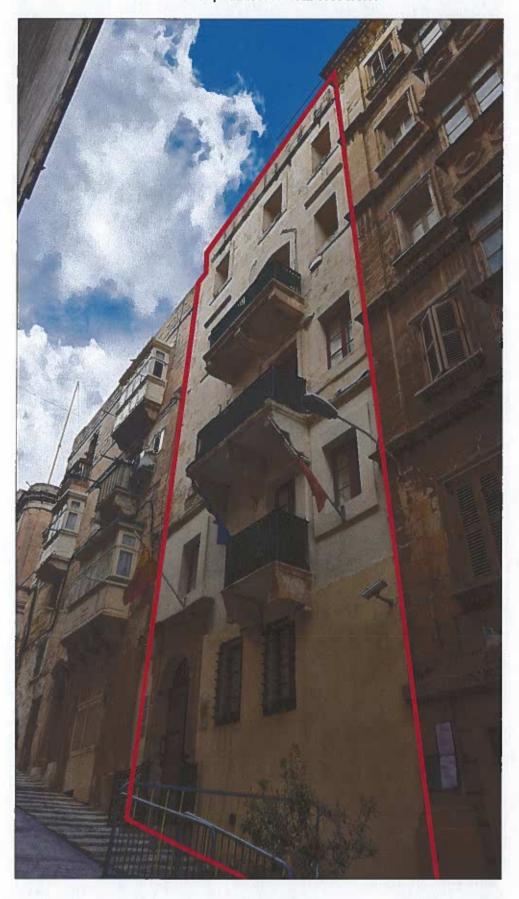


ANNETTI 3 – PJANTA TAL-BLOKKA



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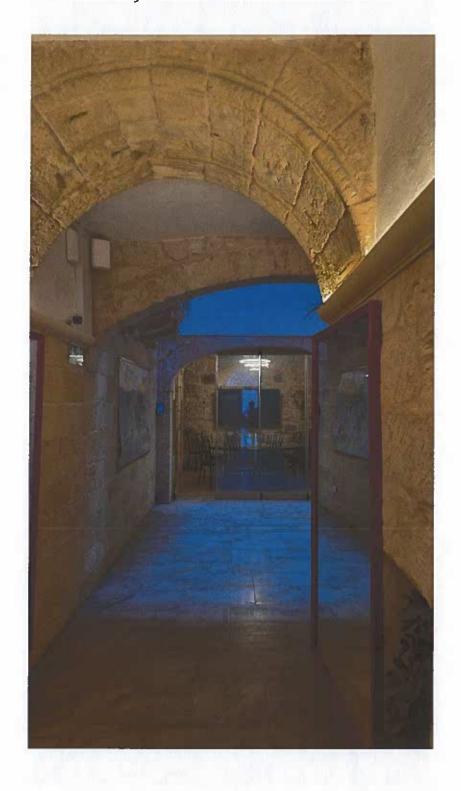
ANNETTI 4 - RITRATT TAL-FAĆĆATA

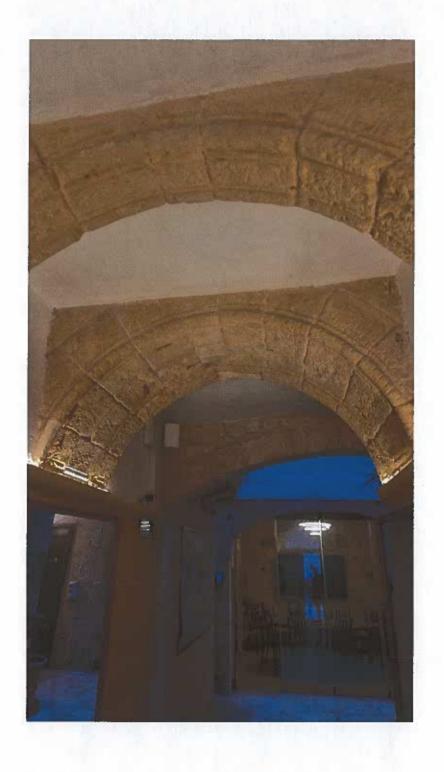


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ANNETTI 5 – RITRATTI TAL-BLOKKA MINN ĠEWWA





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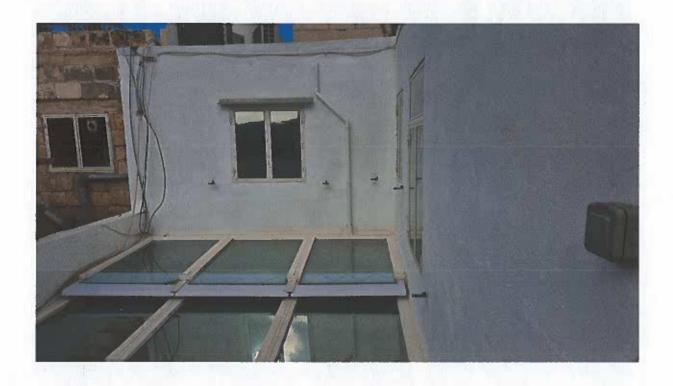
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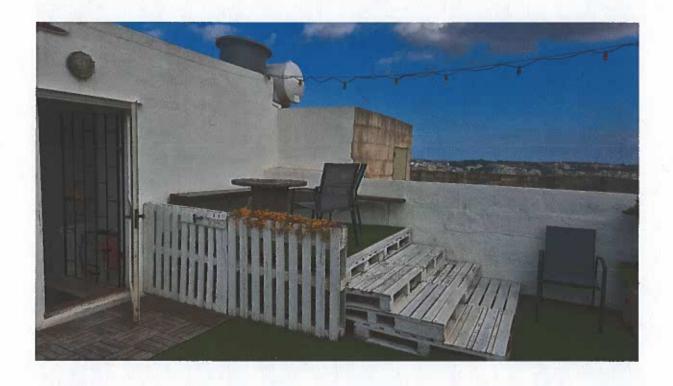
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ANNETTI 6 – ITTRA TAL-ĦATRA



Fl-atti tas-Subbasta numru 64/2024 fl-ismijiet:-

Ioannis Anastassiades K00159265 et rapprezentati mill-Avv. Malcolm Mifsud KI405168M

u

Credinvest International Corporate Finance Limited C 21795

Ir-Reģistratur,

A tenur ta' digriet moghti fil-Prim' Awla, Qorti Civili datat l-15 ta' Ottubru, 2024. Qieghed jappunta lill-Perit Arkitett Alex Cutajar bhala espert biex taghmel deskrizzjoni tal-fond u tfisser il-piżijiet, kirjiet u jeddiet ohra, sew reali kemm personali, jekk ikun hemm, li ghalihom dan il-fond jew fondi ikun suġġett, kif ukoll l-aħhar trasferiment tieghu, skont l-informazzjoni li jkun ha mill-kreditur jew mid-debitur.

Qieghed jappunta lil Keith Ryan Zammit, bhala irkantatur sabiex imexxi l-irkant.

Illum, 12 ta' Marzu, 2025

Marvic Farrugia Deputat Reģistratur



This thirtieth (30th) day of December of the year two thousand and four (2004).

No.287.

Sale

Before me Doctor of Laws Peter Fleri-Soler, a Notary Public, duly admitted and sworn, there have personally come and appeared duly identified by me by means of the hereunder mentioned official documents:- Registered in the Public Registry:-

14/01/2005

14/01/2

Of the one part:-

Alain Mangion, a company director, son of Anthony and Amelia née Muscat, born in and residing in Sliema, holder of identity card number 405263M, and Claude Mangion a company director, son of Anthony and Amelia née Muscat, born in and residing in Sliema, holder of identity card number 448361M who appear on this deed for and on behalf of the limited liability company "Hobyco Limited", (Company registration number one zero eight eight seven (C-10887)) as duly authorised in terms of the Memorandum and Articles of Association of the said Company, hereinafter referred to as "the Vendor Company".

<u>I. 715</u> 2005

Of the other part:-

The said Alain Mangion also appears on this deed for and on behalf of the limited liability company "Credinvest International Corporate Finance Limited", (Company registration number two one seven nine five (C-21795)) as duly authorised in terms of the Memorandum and Articles of Association of the said Company, hereinafter referred to as "the Purchaser Company".

In virtue of this deed the Vendor Company is hereby selling and transferring to the Purchaser Company, which hereby accepts, purchases and acquires the properties at numbers one hundred and fifty-seven, one hundred and fifty-eight and one hundred and fifty-nine (157, 158 and 159), known as "Credinvest House" formerly "Anchor House" in Archbishop Street, Valletta.

dy

The said properties are hereby being sold and transferred as free and unencumbered from all ground-rents, burdens (except for the property at number 157 which is subject to an annual pious burden of six Maltese liri (Lm 6)), servitudes, hypothecs and privileges (save for what is mentioned hereunder), and with vacant possession.

Purchaser Company declares that it qualifies to acquire the immovable property being transferred without the necessity of a permit for the acquisition of property by non-residents as it has no less than seventy five percent (75%) of its share holding belonging to European Union citizens who have resided continuously in Malta for at least five (5) years during their lifetime and no less than seventy five percent (75%) of its controlling shares belonging to directors who are European Union citizens and who have resided continuously in Malta for at least five (5) years during their lifetime. This declaration is being made after due explanation of its importance according to law by the undersigned Notary.

The parties do hereby agree and declare that this sale is being made and accepted for the hereunder agreed price and under all the other terms and conditions mentioned hereunder and accepted by all the parties:-

- 1. For the global price of one hundred and twenty-seven thousand Maltese liri (Lm 127,000) which price shall be paid by the Purchaser Company to the Vendor Company by the thirty-first (31st) day of December of the year two thousand and five (2005), without interest, Vendor Company renouncing to the registration of a special privilege in warranty of the payment of the said balance of price.
- 2. The Vendor Company is hereby warranting the peaceful possession and the full and unrestricted enjoyment of the said property with a general hypothec on all its property, present and future, in favour of the Purchaser Company, which accepts.
- 3. The Vendor Company hereby warrants and guarantees in favour of the Purchaser Company, which accepts, that the transferred property is covered in all respects by a valid

building permit and that it conforms to such permit and to all relative building and sanitary laws and regulations.

- 4. Vendor Company hereby warrants and guarantees in favour of the Purchaser Company, which accepts, that road and drainage contributions, building permits, architect's fees, masons and contractors and suppliers of material in charge of the construction and completion of the property sold by virtue of this deed have all been fully paid and that no claims for payment may be brought against the Purchaser Company nor against the property acquired by the Purchaser Company in virtue of this deed by any of the said persons. The Vendor Company also declares and guarantees that there is no pending litigation concerning the transferred property.
- 5. All fees and expenses relative to this deed, and to all matters ancillary thereto, shall be borne by the Purchaser Company.

For the purposes of the Duty on Documents and Transfers Act of the year nineteen hundred and ninety three (1993):-

- a) I, the undersigned Notary, do hereby declare that the Vendor Company acquired the transferred property by onerous title from the Abela family in virtue of a deed in the Records of Notary Doctor Remigio Zammit Pace of the twenty-eighth (28th) day of August of the year nineteen hundred and ninety-one (1991) in which deed there results further root of title.
- b) I, the undersigned notary, do hereby declare that no duty is due by the Purchaser Company on this public deed, as evidenced by the annexed Document "A".

For the purposes of the Income Tax Management Act of the year nineteen hundred and ninety four (1994), I, the undersigned Notary, do hereby declare that no Provisional Tax is due by the Vendor Company on this public deed as confirmed by the annexed Document "B".

For all intents and purposes at law, it is being declared that the Purchaser Company is fully aware of any hypothecs fy

which may burden the transferred property in favour of third parties.

Done, read and published after due explanation by me to appearers hereto, in Malta, San Gwann, Naxxar Road, San Gwann Court, number one hundred and fifty-two stroke one (152/1) in the offices of Burlò Fleri-Soler and Associates.

Alain Mangion. Claude Mangion. Peter Fleri-Soler, Notary Public of Malta.

A true copy of the Original deed in my Records issued today the 18th March 2025 Quod Attestor.

Peter Fleri-Soler,

Notary Public, Malta.

152/1, Triq in-Naxxar, San Gwann

2448

UFFICCJU TAT-TAXXI INTERNI (Dipartiment tal-Capital Transfer Duty) PO BOX 52 VALLETTA CMR01



OFFICE OF INLAND REVENUE (Capital Transfer Duty Department) PO BOX 52 VALLETTA CMR01

Our Ref	·IR(S)·5843/04····
Your Ref.	

/O Dec., 04.

Not. Dr Peter Flori-Soler LL.D. 152/1 San Gwann Court Naxxar Road San Gwann SGN 08

Dear Sir,

Re: Transfer of Immovable Property by Hobyco Limited to Credinvest International Corporate Finance Limited - Certificate for Purposes of Section 32 (6) of the Duty on Documents and Transfers Act, 1993.

Please refer to your letter of the 25th November, 2004 regarding the above subject.

On the strength of the Memorandum and Articles of Association of Hobyco Limited and to Credinvest International Corporate Finance Limited and as certified by you in the said letter, the matter refers to a transfer of immovable property between the said two companies which are deemed to be the same group of companies within the terms of section 42 of the Duty on Documents and Transfers Act, 1993, hereinafter referred to as "the Act". As a matter of fact more than fifty per cent of the voting rights of Hobyco Limited are directly beneficially owned by Credinvest International Corporate Finance Limited.

It is therefore hereby certified, for purposes of section 32(6) of the Act that, on the basis of the facts as known today and as stated above, no duty under the provisions of the Act shall be chargeable on the transfer of the following immovable property by Hobyco Limited to Credinvest International Corporate Finance Limited namely:

"157, 158 and 159 Archbishop Street, Valletta."

Yours faithfully,

F. CACHIA

Capital Transfer Duty

FC/mm.

20/ Stry

Cf by

MONTE DI PIETÀ BUILDINGS, 46, MERCHANTS STREET, VALLETTA, CMR 02 TEL: 21220481 FAX: 356 21242926

UFFICCJU TAT-TAXXI INTERNI Floriana CMR 02 MALTA



OFFICE OF INLAND REVENUE Floriana CMR 02 MALTA

2447

Our Ref. 539/04

Your Ref. 10th December 2004 **TELEPHONE: 22962545**

Block 5

Not Dr Peter Fleri-Soler LLD San Gwann Court, Flat 1 Naxxar Road San Gwann SGN 08

Dear Sir,

Reference is made to your letter dated 25th November 2004 whereby on behalf of Hobyco Ltd, you requested an exemption from the payment of provisional tax on the gain realised on the transfer of 157/158/159 Archbishop Street, Valletta, to Credinvest International Corporate Finance Limited.

Since you are declaring that such transfer refers to Article 9 of the Section 5 of the Income Tax Act, a specific note to this effect need not be issued by the Commissioner of Inland Revenue.

"Section 5(9) Where an asset is transferred from one company to another company and such companies are:

(i)(a) deemed to be a group of companies for the purpose of Section 16 of this Act, or

(b) controlled and beneficially owned directly or indirectly to the extent of more than fifty percent by the same shareholders,

it shall be deemed that no loss or gain has arisen from the transfer. In ascertaining the capital gain where such an asset is subsequently transferred by a company to another company which does not fall within the provisions of paragraphs (a) or (b) of this subsection, or to another person, as the case may be, the base cost and the date of acquisition of the asset that would be considered shall be the original cost and the date when it was acquired before the transfer from the first company, being the company within the group, took place."

(ii) where an asset falling under the circumstances referred to in paragraph (i) hereof is in the form of immovable property which is transferred by a company to another company that falls within the provisions of sub-paragraphs (a) and (b) of the said paragraph, or where the said immovable property is subsequently transferred to another company which does not fall within the said provisions, or to another person, as the case may be, the notary publishing the relative deed of transfer shall attach to the said deed a notice made in such manner and containing such details as may be prescribed by the Minister."

Should the circumstances of the case be different from your declaration, the Commissioner of Inland Revenue reserves the right to take whatever action he deems appropriate according to the Income Tax Acts.

Yours faithfully

Tarcisio Scicluna

[Commissioner of Inland Revenue

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