

185

Fil- Prim Awla tal-Qorti Ċivili

Subbasta Numru

64 / 2021

Bank of Valletta p.l.c.

-vs-

Karl John Bezzina

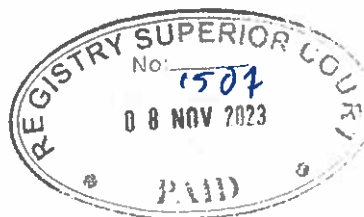
3 t'Awissu, 2023

Maisonette 2D, Garden Residence, Triq In-Nutar Zarb, Attard

Relazzjoni tal- Perit Tekniku

Perit Alan Galea B.E.&A.(Hons.), A&CE

alan@model.com.net



Relazzjoni tal-Perit tekniku l-Perit Alan Galea

Jesponu bir-rispett:

PRELIMINARI

1. Illi b'digriet moghti lilhom nhar tminja (8) ta' Frar 2022 l-esponent gie nominati bhala perit tekniku fil-kawza odjerna u dan sabiex jiddetermina *il-valur tal-fond skond kif jipprovdi l-artikolu 12B(2) tal-Kapitolu 158 tal-ligijiet ta' Malta.*
2. L-esponent membru tekniku ikkomunika mal-intimat permess ta' ittra registrata biex jinghata access ghal-fond izda ma kellux risposta. L-esponent membru tekniku ikkomunika ma' raprezentant tal-Bank of Valetta biex jiskopri jekk kellomx dettalji sabiex isib mezz iehor biex jikkomunika mal-intimat sabiex jinghata access ghal-fond. Ir-raprezentant tal-Bank of Valletta provda indirizz iehor fejn l-esponent tekniku seta' jibghat ittra registrata lill-intimat. L-esponent tekniku baghat notifika ohra u ircieva risposta u inghata appuntament ghall-access. L-esponent membru tekniku zammew access fil-fond Maisonette 2D, Garden Residence, Triq In-Nutar Zarb, nhar l-għaxra (10) ta' April 2022 fl-għaxra ta' filghodu (1000hours). Ghal dan l-access deher Mario Bezzina.
3. Illi waqt l-imsemmi access ittiehdu serje ta' ritratti, inkluz dak tal-faccata tal-fond formanti parti minn **Dokument A** fl-anness.

RIZULTANZI

1. Illi l-fond Maisonette 2D, Garden Residence, Triq In-Nutar Zarb, Attard, jikkonsisti f'*duplex maisonette* fit-tieni sular u li tiffirma parti minn kumpless ta' maisonettes;

2. Il-blokk *Garden Residence* jikkonfina minn Nofsinhar ma Triq in-Nutar Zarb, mit-Tramuntana ma sqaq bla isem li jaghti ghal Triq San Pawl, Attard u mill a-Punent ma propjeta tas-successuri fit-titlu ta' Teresa Cuschieri, jew konfini aktar korretti u mill-Lvant ma' propjeta ta Conrad Zammit jew aventi kawza.

3. Illi l-fond ghandu faccata ta' circa 5.1m u jikkonsisti minn area intern ta 59.5 metru kwadru u gallarija miftuha ta 2.5 metru kwadru fit-tieni sular u *area* intern ta 39 metru kwadru u terazzin ta 20.5 metru kwadru . L-gholi intern tal fond huwa *circa* 2.77 m fit-tieni sular u *circa* 2.7 m fit-tielet sular;

4. il-fond igawdi mid-dritt tal-uzu perpetwu, ininterrott u trasferibbli lil terzi tal-partijiet komuni u servizzi tal-istess blokk li jinkludi id-dahla principali tal-blokk, l-indani, it-tarag, it-tromba tat-tarag, il-lift u x-xaft tal-lift, il-hitan esterni tal-blokk, ix-xafts tal-blokk, id-drains tal-ilma u s-sistema tad-drenagg u in general, il-partijiet u servizzi kollha tal-blokk li huma intizi ghall-uzu u tgawdija komuni tas-sidien kollha tal-maisonette tal-istess blokk.

5. il-fond huwa suggett ghas-servitujiet ta tieqa li taghti fuq il-passagg tal-maisonette li taghti ghat-terrazzin tal-maisonette. Dan id-dritt jitgawda mill-propjeta adjacenti li wkoll tgawdi mid-dritt ta' passagg mill-istess passagg. Il-bejt ta dan il-fond huwa suggett li l-maisonette sottostanti

~~tkun tista tinstalla u thalli fuq l-imsemmi bejt 1. tank tal- ilma tal-kapacita~~
massima ta hames mitt litru (500ltr) u 2. antenna wahda tat-televixin u dixx satellitari li jrid jigi nstallat fil-post indikat mill-kumpratur. L-imsemmi tank u antenna jigu installati eskluzzivament fl-arja u bil-majiera indikata mill-kumpratur, liema arja tista tigi segregata mill-bqija tal-bejt. Il-maisonette sottostanti jkollha wkoll id-dritt ta access esklużivament ai fini ta' manutenzjoni u riparazzjoni tal-istess tank tal-ilma, antenna u sistema tat-televixin. Il-fond igawdi mis-servitu attiva jew passiva bhala rizultat tal-pozizzjoni fizika tal-blokk. Il-fond igawdi wkoll is-servitu ta' passagg necessarju ghas-servizzi, pajpijiet, drains, wiring fil-partijiet komuni tal-blokk, mix-xafts interni tal-blokk u l-bitha ta' wara, bid-drittijiet u l-pertinenzi kollha taghha.

6. il-fond huwa suggett ghall-kundizzjonijiet kollha msemmija fil-kuntratt ta akkwist datat 28/04/2009 fl-atti tan-Nutar Jean Paul Farrugia li jifforma parti **Dokument B** fl-annessi.

7. Il-maisonette imsemmi gie akkwistat permezz b'kuntratt datat 28/04/2009 fl-atti tan-Nutar Jean Paul Farrugia li jifforma parti **Dokument B** fl-annessi.

8. Il-fond mhuwiex okkapat presentament.

9. Illi l-fond jinsab imqassam hekk kif gej:

9.1 IT-TIENI SULAR

9.1.1 Tarag estern bejn il-pjan terran u t-tieni sular iwasslek ghal-entrata privata tal-fond. Mill-pjan terran hemm ukoll access bil- *lift*. L-entrata tiftah ghal-*open plan* li jikkonsisti minn kcina, *living area* u tarag intern li jwassal ghat-tielet sular. L-open plan jiehu d-dawl minn *shaft* (Firxa bejn il-ħitan: *circa* 6.2m.k.) u minn gallaraja fuq il-faccata. L-*open plan* jipprovdi ukoll access ghal-kamra tas-sodda u kamra sanitarja li jieħdu d-dawl mill-istess shaft.

9.2 IT-TIELET SULAR

9.2.1 It-tarag intern imsemmi f'paragrafu 9.1.1 *supra* jwasslek ghal-kuritur b'access ghal:

9.2.2 Kamra tas-sodda u kamra sanitarja li jieħdu d-dawl minn *shaft* (Firxa bejn il-ħitan: *circa* 6.2m.k.).

9.2.3 *Wash room* li tiehu d-dawl minn *shaft* (Firxa bejn il-ħitan: *circa* 6.2m.k.).

9.2.4 Terazzin

9.3 IS- SULAR TAL-BEJT

Il-Bejt fuq it-tielet sular huwa uzat biss ghas-servizzi tal-propjeta.

10 Illi l-fond kien jinsab fi stat *finished* izda deher li mhuwiex mantnut;

11 Is-soqfa kienu maghmula bil-konkos. Mill-ewwel daqqa t'ghajn ma gewx notati difetti fl-istruttura;

12 Il-finituri madwar il-propjeta' jikkonsistu minn madum tac-ceramika, hitan mizbugha hlief dawk tal-kamra tal-banju.

13 It-tarag intern imsemmi f'paragrafu 3.1.1 *supra* huwa tal-injam u hadid;

14 L-aperturi jikkonsistu fis-segwenti:

14.1 L-aperturi esterni

14.1.1 Fit-tieni sular il-bieb principali huwa tal-injam u il-bieb li jghati ghall-gallarija u ghat-terazzin huma tal-*aluminium*;

14.2 Fl-intern tal-fond:

14.2.1 L-aperturi huma kollha tal-injam;

15 Il-faccata tal-fond hija miksija u mizbugha

16 Is-servizzi tal- ilma u drenagg huma stallati u funzjonabbli izda ma kienx hemm servizz tad-dawl funzjonabbli.

17 Il-fond huwa mibni skond il-permess tal-Awtorita' tal-Ippjanar PA/05674/08 hlief li hemm *skylight* indikat fil-permess li ma jezistix fil-fond. Il-fond jikkonforma mal-ligi tas-sanita'.

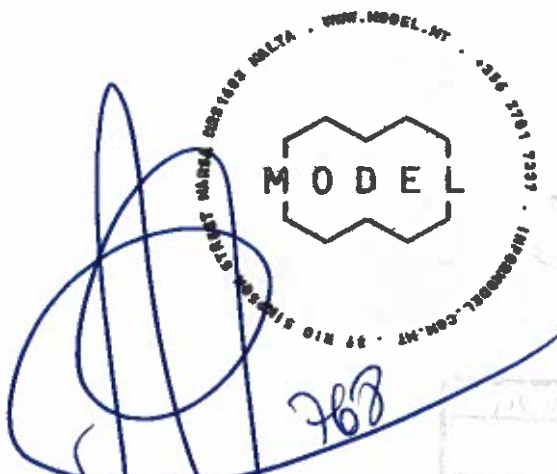
18 Illi skont il-Pjan Lokali relattiv, dan il-fond jiffirma parti mis-sit li jinsab f'Zona Residenzjali u *Urban Conservation Area* skont il-mappa ATM1

CENTRAL MALTA LOCAL PLAN. Il-fond huwa wkoll f-zona li tista tigi zviluppata sa' zewg sulari minghajr semibasement skont il-mappa ATM3 CENTRAL MALTA LOCAL PLAN illi skond Annex 2 ta' DC2015 jfisser gholi massimu ta' 11.40 metri. Meta wiehed ihares lejha bhala appartament isolat, ma ghandux dan il-potenzjal.

STIMA TAL-FOND

Illi wara illi l-esponenti kkonsidraw il-fatturi relatati mal-fond, inkluz il-valur fis-suq ta' proprjetajiet simili u, jew fl-istess zona, l-istat tal-fond kif inhu prezentement kif ukoll il-potenzjal ta' zvilupp kif dettat mill-pjanijiet, policies u linji gwidi vigenti ta' l-ippjanar, huma tal-fehma li l-valur tal-fond, inkluz l-arja tieghu, li kieku mibjugh volontarjament minn sidu fis-suq hieles, jekwivali ghal €295,000.

Tant ghandhom l-esponent x'jissottomettu ghal wisq aktar savju gudizzju ta' dan l-Onorabbli Bord.



Perit Alan Galea
B.E.&A.(Hons.), A.C.E.
Perit Tekniku

Illum Alan Galea
Deher il-Perit Legali / Tekniku:
18th April 2024
Li wara li ddkjara li thallas l-ammon!
dovut, halef/halfet li qeda/qdiat fec.
u onestament l-inkarigu moghti li
Der

8 NOV 2023
Illum _____
Ipprezentata mill Perit Alan Galea
bla dok/b durva dokumenti


Joanne Pace
Deputy Registrar
Courts of Justice (Malta)

ELENKU TAD-DOKUMENTI

Dokument A **Ritratt tal-faccata u site plan li turi l-konfini tas-sit mertu tal-kawza**

Faccata tas-sit mertu tal-kawza

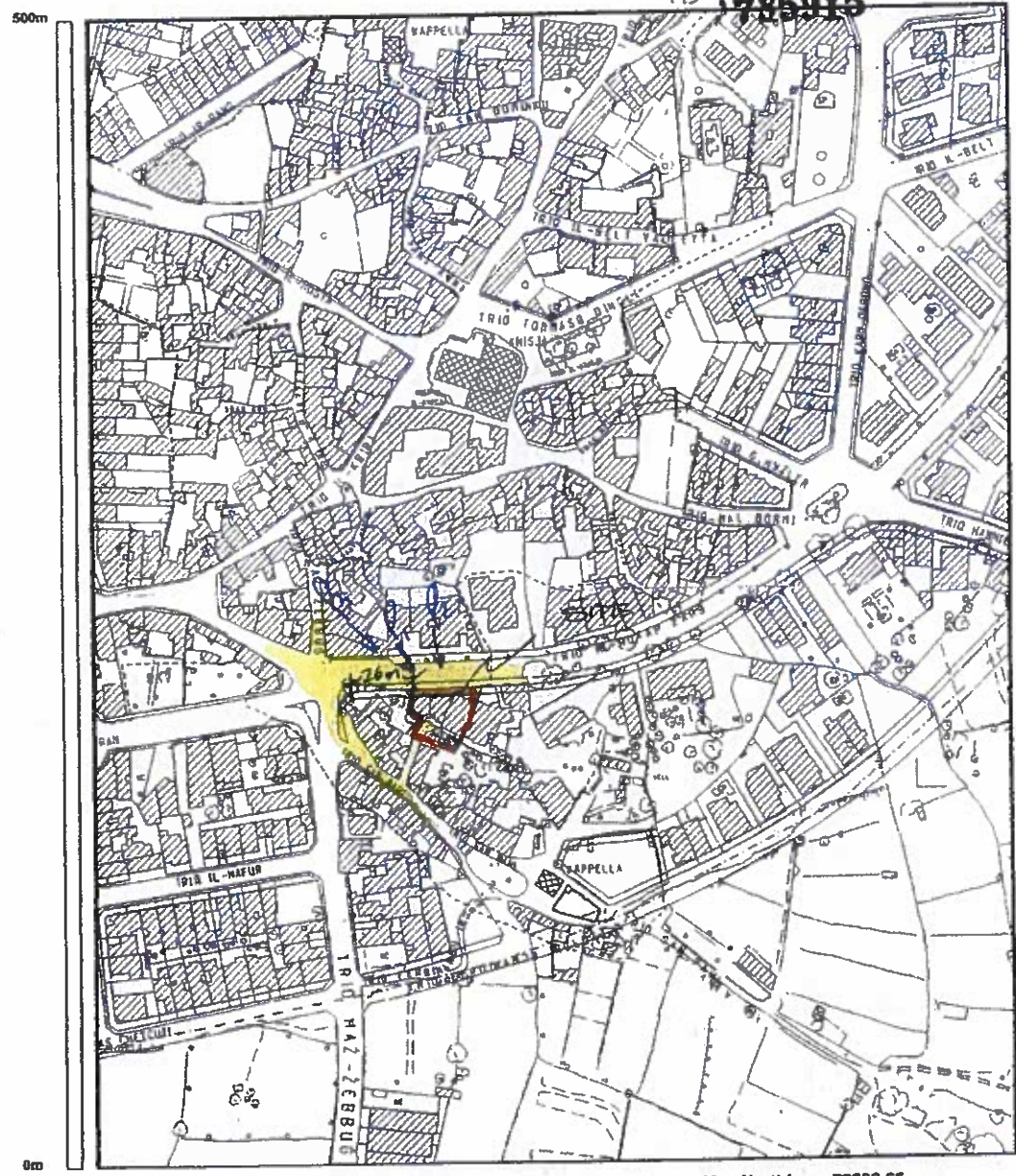


Ilum <u>18 ta' April 2024</u>
Deher il-Perit Legali / Tekniku: <u>Alaa Galea</u>
Li wara li ddikjara li thallas l-ammont illu dovut, halef/halfet li qeda/qdlet fedelment u onestament l-inkarigu moghti illu/ha.
 Deputat Registratur

Site plan tas-sit mertu tal-kawza

Map of Malta - 1:50,000 Scale, 1992 Edition, published by the Survey Department, Malta, on behalf of MCOB - 01/02/2013

1b



Min Easting = 49640.65, Min Northing = 71839.16, Max Easting = 50040.65, Max Northing = 72339.65



MEPA

St. Francis Ravelin
Floriana
PO Box 200, Valletta, Malta
Tel: +356 240978 Fax: +356 224846

www.mepa.org.mt

Attard

Site Plan, Scale 1:2500 Printed on: Tuesday, March 23, 2004
Not to be used for interpretation or scaling of scheme alignments

Copyright © Malta. Not for resale.

 architect & civil engineers
Joseph Bonnin B.E.&A.(Hons) A&C E
3, Triq In-Nadqax, Mosta MST 03, Malta
Tel/Fax: 21417671 21430666
Mob: 7949 0777

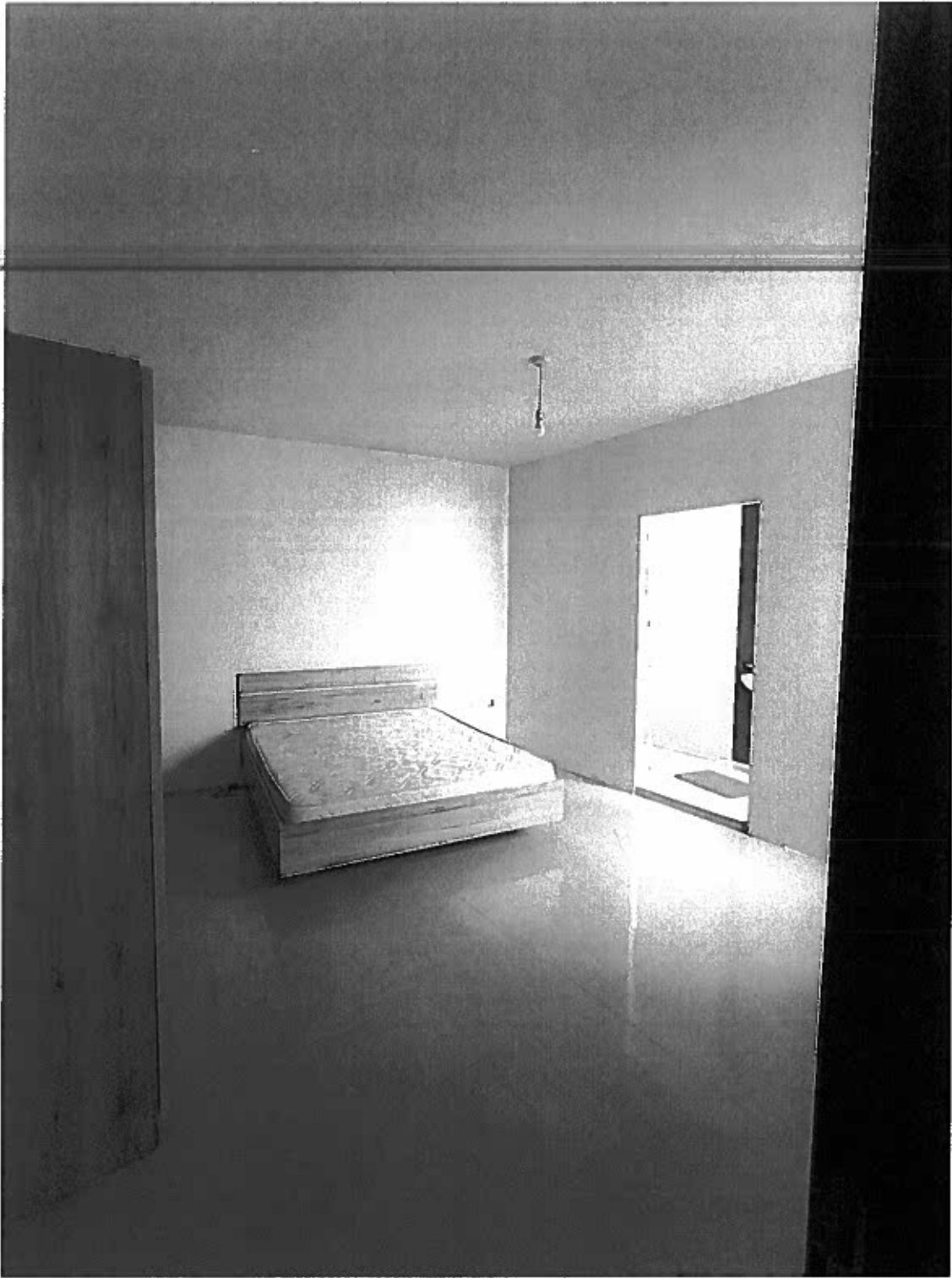
Ritratti nterni u esterni tal-fond



Open plan li jikkonsisti minn kċina, living area u taraġ intern li jwassal għat-tielet sular.



Living area.



Kamra tas-sodda u kamra sanitarja fit-tieni sular



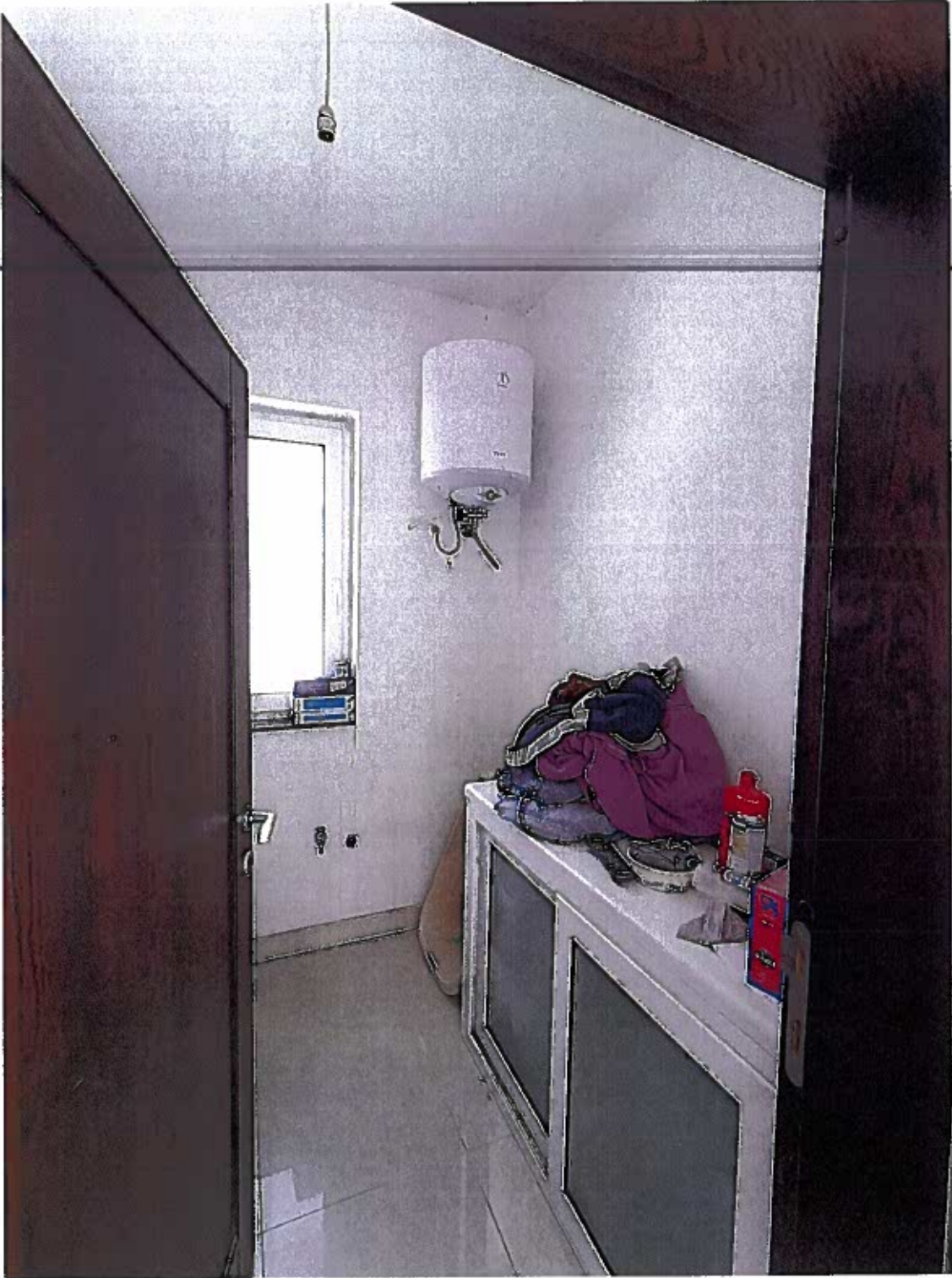
Kamra sanitarja fit-tielet sular



Kamra tas-sodda fit-tielet sular



Kuritur fit-tielet sular



Wash room



Terazzin



Terazzin



Il-Bejt fuq it-tielet sular

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Today, the twenty eighth (28th) day of April of the year two thousand and nine (2009);

Act No.:

Before me Doctor of Laws Jean Paul Farrugia, a Notary Public in Malta, duly admitted and sworn, have personally appeared duly identified by me by means of the herein mentioned official documents:

Loan, Sale & Waiver

Of the First Part: Jennifer Minuti, wife of Neville Minuti a daughter of James Balzan and of Emanuela nee Brincat, born in Pieta and residing at Gudja holder of identity card number: 84470(M) who is appearing hereon for and in representation of the **Bank of Valletta p.l.c. (C2833)** duly authorised to appear hereon hereinafter, referred to as "the Bank".

Enrolled:
13th. May 2009

Ins. No.:
7,071/2009

Of the Second Part: **Karl John Bezzina**, employee, unmarried son of Mario Bezzina and Monica nee' Scicluna, born in Pieta' and residing at sixty-six (66), Cospicua Road, Paola, holder of identity card numbered: 117482(M), hereinafter referred to as "the Customer" or "the Purchaser" as the case may be.

GPP:
6,538/2009

Vol I:
6,539/2009

Of the Third Part: **Richard Buhagiar**, in business, son of Charles and Antoinette nee' Fabri, born in Sydney, Australia and residing at Qawra in the limits of Saint Paul's Bay, holder of identity card numbered: 210288(M), who is appearing hereon in his own personal name and also in the name and on behalf of his wife **Mandy Buhagiar**, daughter of Carol Galea and Maria Assunta nee' Micallef, born in Attard and residing at Vela Vista, Flat 11, Block A, Triq il-Bahhara, Saint Paul's Bay, holder of identity card numbered: 0446675(M), and this as duly authorised by virtue of the special power of attorney hereby being annexed and marked as document 'A';

Vol R:
3,280/2009

Carol Galea, company director, son of the late Joseph, born in Pieta' and residing at Saint Paul's Bay, holder of identity card numbered: 0325350(M) who is appearing on this deed in the name and in representation of the limited liability company registered in the Registry of Companies under the name **Prestige Apartments Limited (C27798)** and this in virtue of the Memorandum and Articles of Association of the said company,

hereinafter referred to as "the Vendors".

Of the Fourth Part: Doctor of Laws, Advocate Ethelbert Fenech Adami, son of Michael and Giovanna nee' Galea, born in Floriana and residing at Mosta, holder of identity card numbered: 87957(M), appearing hereon in the name for and on behalf of "HSBC Bank Malta p.l.c. (C3177)", hereinafter referred to as "HSBC".

Whereas the Customer, has requested the Bank to grant him on loan the sum of one hundred and forty-nine thousand and four hundred euros (€149,400) so that he may purchase the immovable described in the second part of this deed and as

security the Customer has offered the Bank a general hypothec over all his property in general present and future and a special hypothec on the said immovable over and above the special privilege competent to the Bank on the same immovable in terms of law.

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

~~Now therefore in virtue of this first part of the deed, the Bank~~ hereby declares to accede and hereby grants on loan to the Customer who accepts the sum of one hundred and forty-nine thousand and four hundred euros (€149,400) hereinafter called "the loan" which sum granted on loan the Customer delegates the Bank which accepts to pay directly to the Vendors in the second part of this deed as part of and in full and final settlement of the purchase price of the immovable being purchased hereon.

In warranty of the proper observance of the conditions of this deed and in particular of the repayment of the loan and the payment of interest accruing thereon and charges connected therewith, the Customer constitutes in favour of the Bank, which accepts, a general hypothec on all his property in general present and future as well as a special hypothec on the immovable purchased in virtue of the second part of this same deed over and above the special privilege competent to the Bank in terms of law on the same said property. This security is over and above such other security as may be mutually agreed upon from time to time.

Unless otherwise agreed, the loan shall be repaid over a period of thirty-eight (38) years or any extension thereof.

The Bank and the Customer agree that if:

- (a) the Customer fails to pay any sum whether of principal, interest, fees or charges, due from him under the deed of loan at the time and in the manner stipulated in this deed; or
- (b) the Customer commits any breach of, or omit to observe any obligations or undertakings expressed to be assumed by them under this deed; or
- (c) any representation or warranty made or deemed to be made, or repeated by or in respect of the Customer, is or proves to have been, incorrect in any material respect; or
- (d) any indebtedness of the Customer is not paid when due or becomes due and payable, or any creditor of the Customer becomes entitled to declare any such indebtedness due and payable prior to the date when it would otherwise have become due or any guarantee or indemnity of the Customer in respect of indebtedness is not honoured when due and called upon; or
- (e) any consent, authorisation, licence or approval of, or registration with, or declaration to, governmental or public bodies or authorities, or courts, required by the Customer in

connection with, or pursuant to, the execution, delivery, validity, enforceability or admissibility in evidence of this deed or the performance by the Customer of his obligations under this deed, is modified, or is not granted, or is revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect; or

(f) a creditor attaches or takes possession of, by way of execution, sequestration or other process is levied or enforced upon or sued out against, any of the undertakings, assets, rights or revenues of the Customer; and is not discharged within seven (7) days; or

(g) the Customer suspends payment of his debts or is unable, or admit inability to pay his debts as they fall due, or commence negotiations with one or more of his creditors with a view to the general readjustment or rescheduling of all or part of his indebtedness, or propose or enter into any composition or other arrangement for the benefit of their creditors generally or as a class of creditors, or proceedings are commenced in relation to the Customer under any law, regulation or procedure relating to the reconstruction of debts; or

(h) the Customer takes any action or any legal proceedings are started or other steps taken for:

- (i) the Customer to be adjudicated or found bankrupt or insolvent; or
- (ii) the winding up or dissolution of the Customer; or
- (iii) the appointment of a liquidator, curator, administrator or similar officer of the Customer; or

(i) the Customer suspends, or ceases, or threatens to suspend or ceases to carry on his business; or

(j) all or a material part of the undertakings, assets, rights or revenues of, or shares, or other ownership interests in, of the Customer are seized, nationalised, expropriated or compulsorily acquired by, or under the authority of any government; or

(k) it becomes unlawful at any time for the Customer to perform all or any of his obligations under this deed; or

(l) the Customer repudiates, or does, or causes, or permits to be done any act or thing evidencing an intention to repudiate this deed; or

(m) there occurs in the opinion of the Bank, a material adverse change in the financial condition of the Customer; or

(n) any other event occurs or circumstance arises which, in the opinion of the Bank, is likely, materially and adversely to effect the ability of the Customer to perform all or any of his obligations under or otherwise comply with the terms of the document/s regulating the loan,

then or at any time thereafter, the Bank may by notice to the Customer declares 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.

In the event that the Customer does not effect repayment as agreed or if the Customer is in default, the Bank may, by giving the Customer notice in writing, debit any account held by the Customer with the Bank, with all or any repayment, instalments, interest and charges.

Notwithstanding any other provision contained in the sanction letter and/or this deed of loan, in so far as costs payable by the Customer are concerned, where the Customer does not effect repayment as agreed, where the Customer is in default or where the Customer is otherwise in breach of any of his obligations or any of the conditions of the sanction letter and/or deed of loan, the Bank may increase the interest rate by a maximum rate of three per cent (3%) per annum on the full loan amount without giving the Customers notice

The Customer may at any time fully repay the loan and all interest accrued up to the date of repayment. In the event that the Customer requests to do so, the Bank shall calculate the exact amount which is due from the Customer at the time of the Customer's request. Depending on the time of the early full repayment, the exact amount which the Customer will repay may be lower than the total amount repayable to the Bank had Customer not effected such early full repayment.

However, in the case of early repayment no refund is given of one-time fees such as processing and legal fees. In addition, the Bank reserves the right to charge an early repayment fee. This fee covers the costs of the Bank associated with having agreed to make a sum of money available to the Customer for a long period of time. This fee is charged when the loan is repaid in full or when a balance not exceeding ten per cent (10%) of the original loan amount is left in the account, in the first three (3) years of the loan. The early repayment fee of three per cent (3%) is charged on the balance that would have been due to the Bank had the Customer effected repayments as scheduled, at the time of full repayment of the loan or at the time a balance as aforesaid is left in the loan account. This means that any previous early payments will be added back when calculating this fee.

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.

Any adjustment to the repayment of the loan, due to any variation in the interest rate may be accommodated at the discretion of the Bank by way of:

- a) an adjustment to the amount of the regular repayments during the period of the loan; or
- b) an adjustment to the number of repayments within the period of loan; or
- c) an adjustment in the amount of the final repayment. If no such adjustment is made, repayments will continue until the loan, together with interest, is repaid notwithstanding that this may alter the period originally envisaged.

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 or reductions in return to the Bank including costs or reductions in return which shall be consequent upon compliance by the Bank with any capital adequacy or minimum reserve requirements or any other request from or requirement of any central bank or other fiscal, monetary or other authority;;
- c) if the Customer is 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 circumstances arises which may reasonably affect the performance by the Customer of all or any of the obligations under this agreement.

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

Furthermore, the Customer and the Bank agree as follows:

(1) All fees and expenses in connection with this deed, including but not limited to, all legal fees and administrative charges; 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 all the Bank's security in good order to the satisfaction of the Bank from time to time, duty on documents and transfers and similar taxes; and registration costs and other fees due to the undersigned Notary shall be borne by the Customer who further delegate the Bank to pay such fees and

expenses and authorise the Bank to debit the Customer's account/s with the Bank with such fees and expenses and it shall not be incumbent upon the Bank to verify whether any demand by the undersigned Notary in this respect is justified.

(2) The Bank shall retain in its possession the searches into the liabilities and transfers of the Customer and, if applicable, any Certificates issued by the Land Registrar until the loan is paid in full.

(3) If so requested by the Bank, the Customer undertake 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 authorises the Bank to effect any insurance on 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 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:

a) not to give, without the Bank's prior written consent, any further hypothecs/charges over the said immovable even if these rank after the hypothecs/charges to be registered in favour of the Bank in virtue of this deed; and

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

(6) The undersigned notary declares after having duly verified at the Land Registry that the aforementioned immovable does not fall within a compulsory registration area, nor has it been voluntarily registered.

The Customer authorises the Bank to make and/or follow up any application which is necessary with the Land Registrar and to obtain registration of the aforementioned immovable and the registration of the charge constituted thereon should the immovable be or become registrable in the Land Registry, or if it is deemed by the Bank to be opportune or necessary to do so, and this at the Customer's expense.

(7) The Customer acknowledges that the Bank has obtained legal advice on the title to the property acquired/hypothecated on this deed, for the purpose of effecting its 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 acquired/hypothecated.

(8) This deed shall be governed and construed in accordance with Maltese Law and the Maltese courts shall have exclusive jurisdiction over any dispute arising herefrom.

In virtue of this second part of the deed the vendor Prestige Apartments Limited as to the two-thirds (2/3) undivided share whilst the vendors Richard and Mandy Buhagiar as to the remaining one-third (1/3) undivided share hereby sell, transfer and convey to the Purchaser who accepts, purchases and acquires the following immovable property:

a. the duplex maisonette including its relative airspace internally marked by the number two letter D (2D) (hereinafter referred to as 'the Maisonette') forming part of the Block of Maisonettes (described hereunder) without an official number but named 'Garden Residence', in Triq Nutar Zarb, in Attard. The Maisonette is situated on level two/three (2/3) when calculating from above the semi-basement street level and thus overlying another Maisonette The Maisonette is marked in green on the plan hereto annexed and marked as Documents 'A1', 'B' 'C' and 'D'. The said maisonette is subject to the servitude of a window which looks on the passageway of the maisonette leading to the terrace of the maisonette. The said right is enjoyed by the adjacent property which also enjoys the right of passage through the said passageway

b. the Garage internally marked my the number six (6) situated on the level of the Garage Complex (described hereunder) which in turn forms part of the Complex named Garden residence. The Garage is marked in green on the plan hereto annexed and marked as document 'E'.

Common Parts

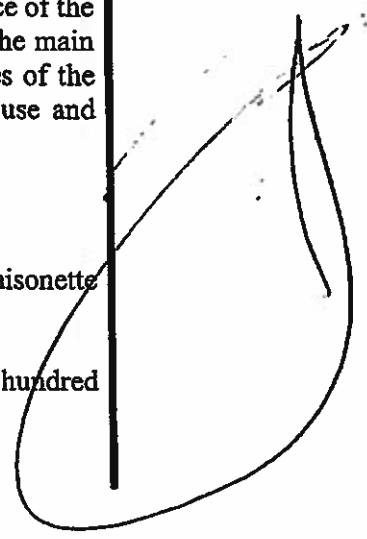
The Maisonette is being sold as enjoying the right of use in perpetuity, uninterruptedly and transferable to third parties, of all the Common Parts and Services of the Block which include the main entrance of the block, the landings, stairs, staircase, stairwell, lift , lift-shaft, external walls of the block, the shafts of the block, the water drains and drainage system and in general all those parts and services of the block which are intended for the common use and enjoyment of all Maisonette owners of the Block.

The Garage is being sold as enjoying the right of use in perpetuity, uninterruptedly and transferable to third parties, of all the Common Parts and Services of the Garage Complex which include the ramp, drive-way, passages and entrance of the Garage Complex, the electrical and the relative meter, the main entrance doors an in general all those parts and services of the Garage Complex which are intended for the common use and enjoyment of all owners of units in the Garage Complex.

Servitudes

The roof of the Maisonette is subject in favour of the maisonette underneath to install and maintain on the roof:-

- a. one water tank of a maximum capacity of five hundred litres (500Lts);



- b. one television antenna and satellite dish which is to be installed in a place indicated by the purchaser.

The said tank and antenna shall be installed exclusively within an area and in the manner to be indicated by the purchaser, which area may be sealed off from the remainder of the roof.

The underneath Maisonette shall also have the right of access to the roof of this maisonette exclusively for the purpose of carrying out maintenance on and repairs to the said water tanks, antenna and television system.

The Maisonette shall enjoy and / or shall be subject to the active or passive servitude as a result of its physical position in the Block.

The Maisonette shall also enjoy the servitude of passage of the necessary services, pipes, drains and wiring through the Common Parts of the Block, through the internal shafts of the Block and the back yard.

The Garage Complex in general and the Garage in particular shall be subject to the servitudes which may result from their physical position in the Block, including the servitudes consisting of the passage of drains and drainage pipes and other services which may be required by the Vendor for the benefit of the Block or any part thereof.

The Garage may only be used for the garaging of cars, other vehicles or boats for private use. Under no circumstance shall the garage be used for the carrying out of any trade or business, for the storage of inflammable substances, nor for the keeping of animals and/or garbage.

The Vendor enjoys the right to grant the right of use of said Common Parts and Services of the Complex, of the Block and of the Garage Complex to any adjacent property currently not forming part of the Complex and for this reason the Vendor shall have the right to make the necessary changes (including structural changes) to the said Common Parts and Services so as to grant access to the said adjacent property from and to the said Common Parts and Services. In such event the Purchasers including their successors in title shall not obstruct the making of the said changes nor the granting of the said right and shall not have the right to claim compensation due to the said changes or due to the granting of the said right.

Save the above, the Maisonette and Garage are free and unencumbered, with all their rights and appurtenances, free from any real and/or personal rights in favour of persons or other property, free from any liabilities, hypothecs, privileges, cautions or charges, free from expropriation or requisition orders and with free and vacant possession.

The Maisonette and Garage have been built on a divided portion of land which consisted of three (3) terraced houses all adjacent and contiguous to each other, all without an official number but

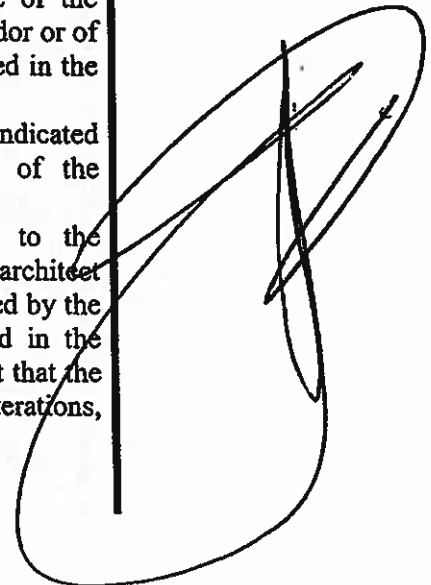
named "Casa Papa Giovanni", "Viola" and "Katya" respectively, including four (4) garages all without an official number and without a name adjacent and contiguous to each other situated on the back part of the said three (3) houses and accessible from an unnamed Alley which abuts in Triq San Pawl Attard.

The whole complex is bounded on the south by Triq in-Nutar Zarb, on the north with the abovementioned alley and on the west with property of the successors in title of Teresa Cuschieri or other correct boundaries and on the east with property of Conrad Zammit.

Restrictions of Use of Maisonettes

The Maisonette owners or occupiers may not, at any time:

- i. Fix or permit or suffer to be fixed any air-conditioning units, wireless or television aerial or satellite dish to the external part of the Complex.
- ii. Use or allow the use of the Maisonette in such a manner as to cause any unlawful nuisance to any other person/s in the other maisonettes in the Block.
- iii. Allow pets or other animals in the Complex.
- iv. Alter or permit or suffer to be altered the external plan or elevation of the Maisonette or the external decoration of the external walls (including fixtures, apertures and finishes thereon) of the Maisonette or do anything to alter the character or the external appearance of the Complex or of the front door of the Maisonette without the prior written consent of the Vendor or by the Administrator once the Vendor is no longer involved in the ownership of any property in the Complex.
- v. Hang washing, rugs, carpets or any other item in the Common Parts of the Complex and of the Block and/or in the balconies on the front façade of the Block or on the façade overlooking the Private Alley if these items shall be visible from the outside of the Complex or from the Private Alley.
- vi. Pass any cables, pipes, conduits, ducts or similar services through or over the Common Parts of the Complex or of the Block except in the areas specifically designated for this purpose by the Vendor.
- vii. Place or permit to be placed any advertisement or notice of any description in the window or on the outside of the Maisonette without the prior written consent of the Vendor or of the Administrator once the Vendor is no longer involved in the ownership of any property in the Complex.
- viii. Place garbage in common areas, except where indicated by the Administrator of the Owners' Association of the Complex.
- ix. Carry out any internal structural alteration to the Maisonette without the prior written consent of the architect appointed by the Vendor or any architect to be appointed by the Administrator once the Vendor is no longer involved in the ownership of any property in the Complex. In the event that the Purchaser acquires permission to carry out structural alterations, he will remain responsible:
 - a. to obtain applicable permits;



- b. for any damage caused to third parties and to adequately insure such works with a reputable underwriter;
- c. to pay all costs, including architect supervision.
- x. Make use of the Common Parts of the Complex and of the Block in such a manner as to hinder the enjoyment and use thereof by other occupiers of any property forming part of the Complex. In particular, the Purchaser shall not leave any personal effects in the common parts or otherwise obstruct the use thereof by the owners of the other property forming part of the Complex.

Restrictions of Use of Garages

The Owner or User of the Garage may not:

- i. Park the car, vehicle or boat exclusively outside the boundaries of the Garage;
- ii. Encumber or obstruct the Common Parts of the Garage Complex in any way or use such Common Parts for storage;
- iii. Wash the car, vehicle or boat in the Garage in the common parts of the complex;
- iv. Carry out any structural alterations to the Garage without the prior written consent of the Vendor or of the Administrator once the Vendor is no longer involved in the ownership of the complex, which may be granted or otherwise in the sole absolute discretion of the Vendor. Any works so consented shall be regulated by the conditions set out in this agreement in respect of alterations to the Maisonette;
- v. Create and/or install any services whatsoever other than those already existing, and from creating any form of access whatsoever from the Garage to any adjacent property.

The Owner or user of the Garage is to keep the Garage complex clean at all times.

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

(1) In consideration and for the price of one hundred and sixty-six thousand euros (€166,000) out of which the Bank as delegated by the Customer in the first part of this deed hereby pays directly to the Vendors who accept, the sum of one hundred and forty-nine thousand and four hundred euros (€149,400). The Purchaser is presently paying to the Vendor the balance of sixteen thousand and six hundred euros (€16,600) in full and final settlement of the purchase price. Vendors tender due receipt in full and final acquittance of the purchase price agreed upon by the Purchasers and the Vendors. The Bank having thus fulfilled the aforementioned delegation, hereby retains in its favour the special privilege competent to it in terms of law for the sum of one hundred and forty-nine thousand and four hundred euros (€149,400).

(2) Vendors jointly and severally warrant peaceful possession and real enjoyment in terms of law of the property hereby transferred by means of a general hypothec over all property present and future in favour of the purchaser who accepts same.

3. The Vendors declare and guarantee together and in solidum between themselves in favour of the Purchaser that:

a. the complex and in particular the Maisonette and the Garage are constructed in accordance to all the necessary building and sanitary permits and in compliance with the plans approved by the competent authorities;

b. all architect fees, building permit fees, road and drainage contributions and contributions for the other services supplied to the Maisonette and the Garage, the payment of compensation of party walls and all fees and expenses of the contractors and suppliers for the construction of the Maisonette and the Garage have been paid, and, that no claims for the payment may be brought against the Purchaser, and the Vendor agrees to hold the Purchaser fully indemnified against any claims by any such person in relation to the Maisonette and the Garage.

c. The Maisonette and Garage are not subject to legal disputes or to any right or claims made by third parties.

4. The parties agree that the Purchaser shall neither have the right to receive nor the obligation to pay compensation for party walls (appoggi) and that the relative compensation shall remain to the advantage and expense of the Vendors.

Completion

6. The Maisonette and Garage shall be completed by the Vendors and the following shall be done:-

Tiles in gress, gypsum walls and ceiling, one light ceiling point and four (4) plugs in each bedroom, TV point in each bedroom, living area and kitchen, and other five (5) electrical points as indicated by purchaser; one bathroom and one (1) shower room, aluminium fixtures in white colour glazed in five (5) millimetre glass; once consumer unit, one water tank of not more than five hundred litres (500) Litres.

Purchaser has to apply and pay for the supply of water and electrical meters.

7. The Vendors promise and undertake to continue with the uninterrupted and consistent completion of the Common Parts of the Complex, of the Block and of the Common Parts of the Garage Complex to a good standard of workmanship and in terms of local building custom.

8. The Vendor has the right, and the Purchaser accepts, to alter the specifications mentioned above on condition that the alternatives are of similar or better quality.

Maintenance of Common Parts

9. The costs necessary for the preservation, maintenance, replacement, ordinary and extraordinary repairs, for the

enjoyment of the Common Parts and Services of the Complex, for the rendering of services in the common interest and for the alterations agreed upon by the owners of units therein shall be borne Pro Rata between the owners of Maisonettes, whereas those relating to the Common Parts and Services of the Block shall be borne Pro Rata between the owners of the Maisonettes. The costs relating to the Common Parts and Services of the Garage Complex shall be borne Pro Rata between the owners of the Garages and the Car Spaces forming part of it, in accordance with the number of cars that may be parked in them, irrespective whether the said number of cars is being in fact parked in them or not. The Vendor, except as owner of one or more units in the complex, shall not be responsible to pay any such costs.

10. The parties agree that save for the mandatory provisions which by virtue of the Condominium Act shall be observed in all cases of condominium, the said Act shall apply to this agreement only to the extent that it is not in conflict with this agreement and the Documents attached herewith.

11. The parties also agree that the Block of Maisonettes shall form part of a separate Condominium from that of the Garage Complex for the purpose of the said Act.

12. The Purchaser's right of use of the Common Parts and Services of the Complex and / or of the Block and / or the Garage Complex may not be transferred separately from the Maisonette and / or the Garage.

Conditions of Purchaser

13. The parties agree that the Purchaser and his successors in title shall be subject to all the terms, conditions and regulations mentioned in this Deed which shall be imposed by the Vendor for its own benefit and for the benefit of its successors in title, including the owners of other Maisonettes and of the Garage Complex. The Purchaser promises and undertakes to observe the said terms, conditions and regulations at all times and to impose them on his successors in title. The said terms, conditions and regulations shall, apart from the Purchaser and his successors in title, also bind tenants/possessors of the Maisonette, and of the Garage and the Purchaser or his successors in title shall be bound *in solidum* with such tenants/possessors for any breach of such terms, conditions and regulations. These terms and conditions are attached to the ownership of the Maisonette and the Garage and shall follow the title to the property *ad infinitum* and are to be incorporated in all future transfers *ad infinitum*.

14. The Vendor, its successors in title and the owners of Maisonettes and of the Garage Complex as well as the Administrator, who have an interest to ensure that these terms, conditions and regulations are observed shall have the right to take all lawful action against the Purchaser or his successors in title in case of breach of such terms, conditions and regulations or any of them.

Owners' Association

15. On the signing of the final deed of transfer the purchaser shall automatically become a member of the Owners' Association of the Complex, the Block and the Garage Complex. The Vendor undertakes to call the first meeting of the Condomini in terms of the Condominium Act to deal with such matters as required by the said Act. The Purchaser binds himself to sign the Statute of the Owners' Association of the Complex, of the Block and that of the Garage Complex, which statute shall be drawn up by the Vendor so as to regulate the formation and the operation of the Associations. For the first year from date of completion the administrator shall be Mandy Buhagiar.

The Vendors hereby warrant jointly and severally between themselves the peaceful possession and enjoyment of the immovable property transferred by this deed by means of a general hypothec over all their property in general, present and future in favour of the Purchaser, who accepts.

For the purposes of the Duty on Documents and Transfers Act, it is being declared that:

A. The Vendors developed the said property together with other properties forming part of the same development instead of the three (3) houses and adjacent garages which they acquired by onerous title from Joseph Igantius Vella in virtue of a deed of sale in the records of Notary Pierre Falzon of the twenty-second (22nd) day of September of the year two thousand and six (2006).

B. The Purchaser declares, after I the undersigned Notary, warned him of the importance of the truthfulness of his declaration, that he is acquiring the abovedescribed immovable property with the intention of establishing therein his sole and ordinary residence.

C. The Duty on Documents and Transfers due by the Purchaser on this transfer amounts to six thousand five hundred and forty-five euros (€6,545) out of which the Purchaser have already paid prior to date the sum of one thousand six hundred and sixty euros (€1,660) as provisional duty as results from the annexed document marked 'F'. Therefore the duty payable by the Purchaser on this deed amounts to four thousand eight hundred and eighty-five euros (€4,885).

For the purposes of the Income Tax Act, the Vendors are hereby opting, after I the undersigned Notary warned them about the importance and consequences of their choice, to pay a provisional capital gains tax of seven per centum (7%) amounting to eleven thousand six hundred and twenty euro (€11,620);

For the purposes of subarticle twelve (12) of article five capital A (5A) of the Income Tax Act, the parties declare that they have declared to the undersigned notary all the facts that determine if the transfer is one to which article 5A applies and that are relevant for ascertaining the proper amount

of tax chargeable or any exemption, including the value which, in their opinion, reasonably reflects the market value of the said property, if this value is higher than the consideration for the transfer. The parties make such declaration after the undersigned notary warned them about the importance of the truthfulness of this declaration of theirs.

For the purposes of Chapter 246 of the Laws of Malta entitled Immovable Property (Acquisition by non-residents) Act, the Purchaser declares that he qualifies to acquire ~~the immovable property above being transferred without the~~ necessity of a permit for the acquisition of property by non-residents since he declares to be a citizen of the European Union and that he has resided continuously in Malta for at least five (5) years. This declaration is being made after I, the undersigned Notary, duly explained its import according to Law.

In virtue of this third part of this deed HSBC reduces the hypothecary rights arising from hypothecary note registered in the Public Registry under the letter 'H' number eighteen thousand five hundred and thirty-five of the year two thousand and six (H18535/06) and this against the Vendors as far as these rights affect the property hereby being transferred.

This waiver is being made whilst leaving firm and valid the said rights over all the other property of said debtors.

Since the number of documents annexed to this deed exceeds five (5) in number, it is hereby being annexed the Schedule of Documents, marked as document 'X'.

Done, read and published, after due explanation in terms of law in Malta Valletta, Saint George's Square, at the Housing Finance Division of the bank at number one stroke five (1/5).

(Signed) J. Minuti
E. Fenech Adami
Karl John Bezizna
R. Buhagiar
C. Galea
Dr. Jean Paul Farrugia
Notary Public Malta

Gratified true Copy of the Original

Today 13/04/2021

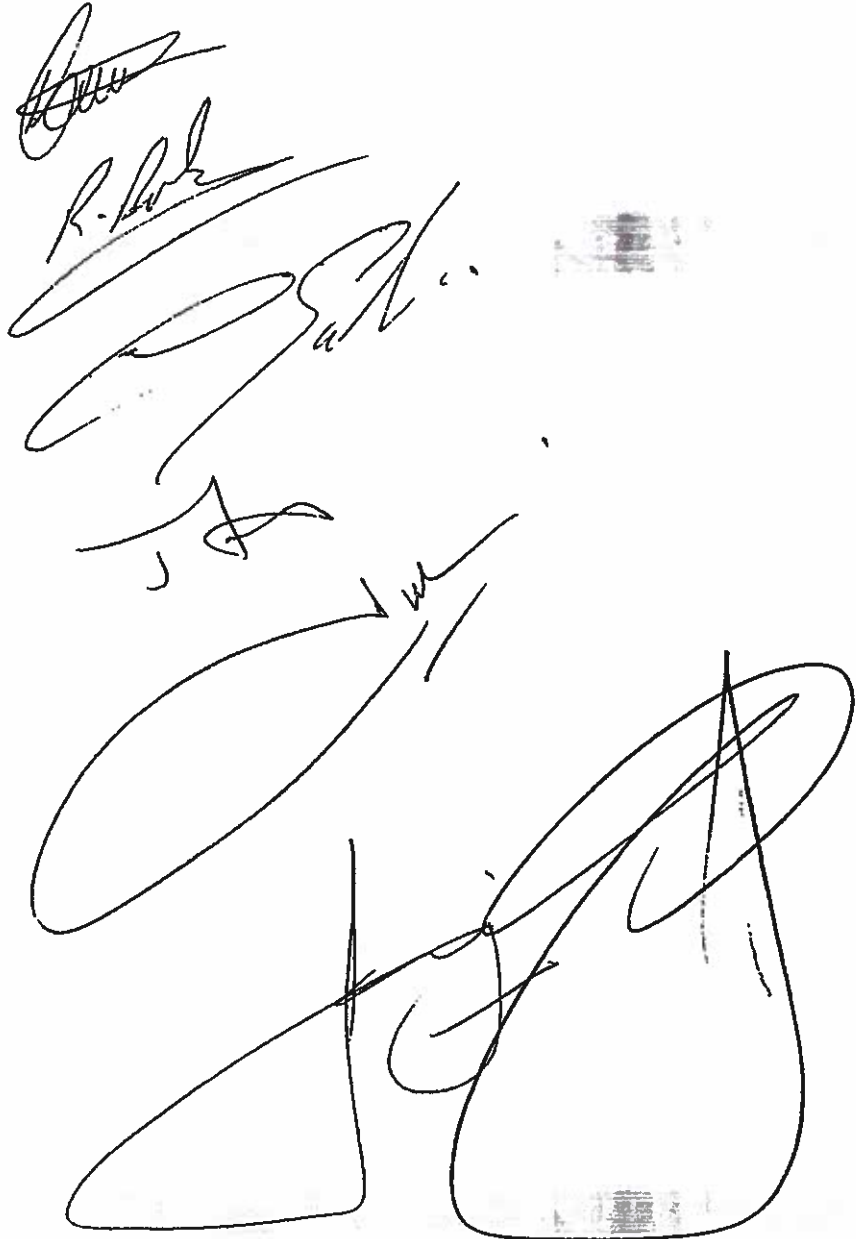
Not. Dr. Jean Paul Farrugia B.A.LL.D
Notary Public in Malta
Commissioner for Oaths
36, St. Cathald Street, Rabat, Malta.
2nd Flr BSL Centre, St. Julian's Rd Kappara/ San Gwan.
Tel: 2145 6865 / 2138 3524 / 9946 8181

Events of Default
Schedule of Documents

'x'

202

- A. Power of Attorney
 - B. Plan of Masonette
 - C. Plan of Masonette
 - D. Plan of Auspace
 - E. Plan of Garage
 - F. Receipt of Duty.
 - A1. Front Elevation Plan of Block
- ① Three(3) words deleted.



The lower half of the page contains several handwritten signatures and large scribbles. The most legible signature is "R. B. B." written in a cursive style. Below it are several large, overlapping loops and lines that appear to be either more signatures or heavy scribbles. The scribbles are composed of multiple overlapping lines, some forming large, irregular shapes.

11

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Today the twenty-seventh (27th) day of April of the year two thousand and nine (2009).

I, the undersigned **Mandy Buhagiar**, wife of Richard Buhagiar, daughter of Carol Galea and Maria-Assunta nee' Micallef, born in Attard and residing at Saint Paul's Bay, holders of identity cards numbered: 0446675(M), do hereby appoint as my lawful attorney my husband **Richard Buhagiar**, self-employed, son of Carmelo and Antoinette nee' Fabri, born in Sydney, Australia and residing at Saint Paul's Bay, holder of identity card numbered: 210288(M), and this solely for the following reasons:

- A. To appear on a Notarial Deed of sale and waiver so as to sell the duplex maisonette without an official number but internally marked two D (2D) and the garage internally numbered six (6) forming part of the complex without an official number but named Garden Residence in Triq Nutar Zarb, Attard.
- B. To receive my share of the price.
- C. To pay any due taxes, fees and expenses on the said Notarial Deed.
- D. To grant the peaceful possession and real enjoyment of the said property by means of a general hypothec over all my present and future property.
- E. To appear on a deed of waiver/reduction as to release the said property from being hypothecated with HSBC Bank Malta p.l.c.
- F. To do anything which is necessary and ancillary to the abovementioned Notarial deeds.

Signed today the twenty-seventh (27th) day of April of the year two thousand and nine (2009) at Buhagiar Homes, Triq il-Bahhara, Qawra, in the limits of Saint Paul's Bay.

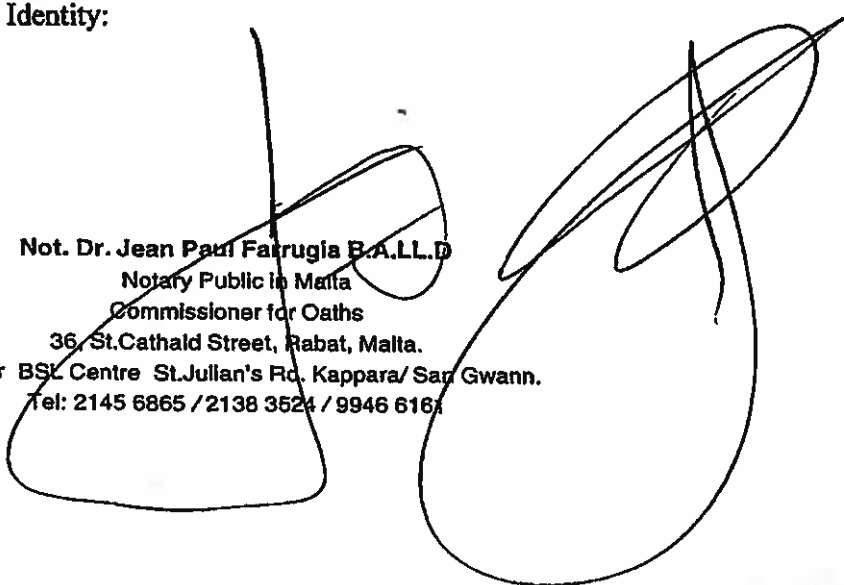
in the presence of the undersigned witness Notary Jean Paul Farrugia:



Mandy Buhagiar

This power of attorney has been signed, after I the undersigned Notary explained its meaning and consequences as required by law.

Witness to the Signature and the Identity:



Not. Dr. Jean Paul Farrugia B.A.L.L.D
 Notary Public in Malta
 Commissioner for Oaths
 36, St.Cathald Street, Rabat, Malta.
 2nd Flr BSL Centre St.Julian's Rd. Kappara/San Gwann.
 Tel: 2145 6865 / 2138 3524 / 9946 6161

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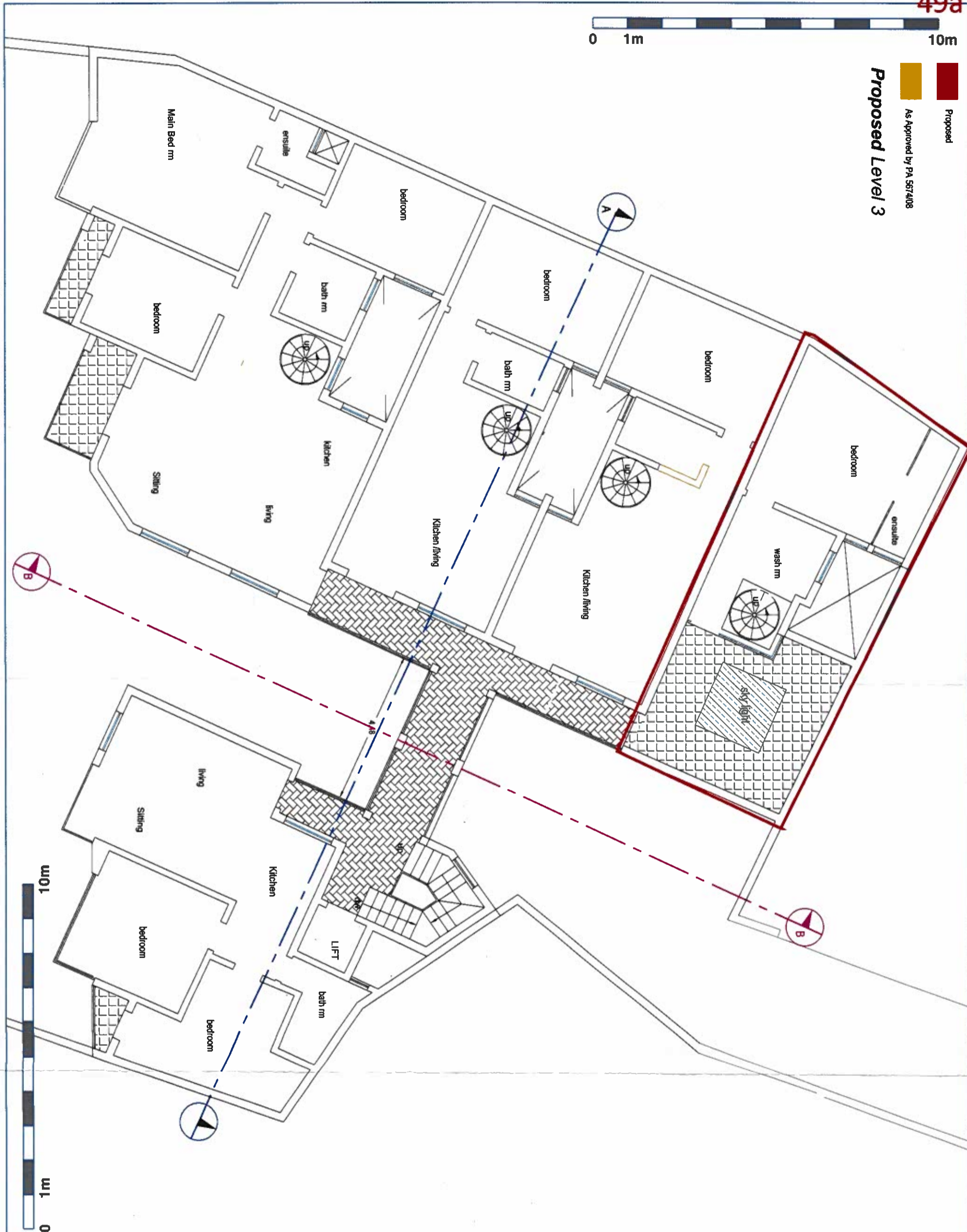


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Proposed Level 3

Proposed
As Approved by PA 5674/08

0 1m 10m

0 1m 10m



JB Architects
architects+civil engineers
no. 10, triq in-naqqax
mosta, malta
msl 1673
m +356 99 490 777
t +356 21 417 671
f +356 21 424 761
info@jbarchitects.com.mt

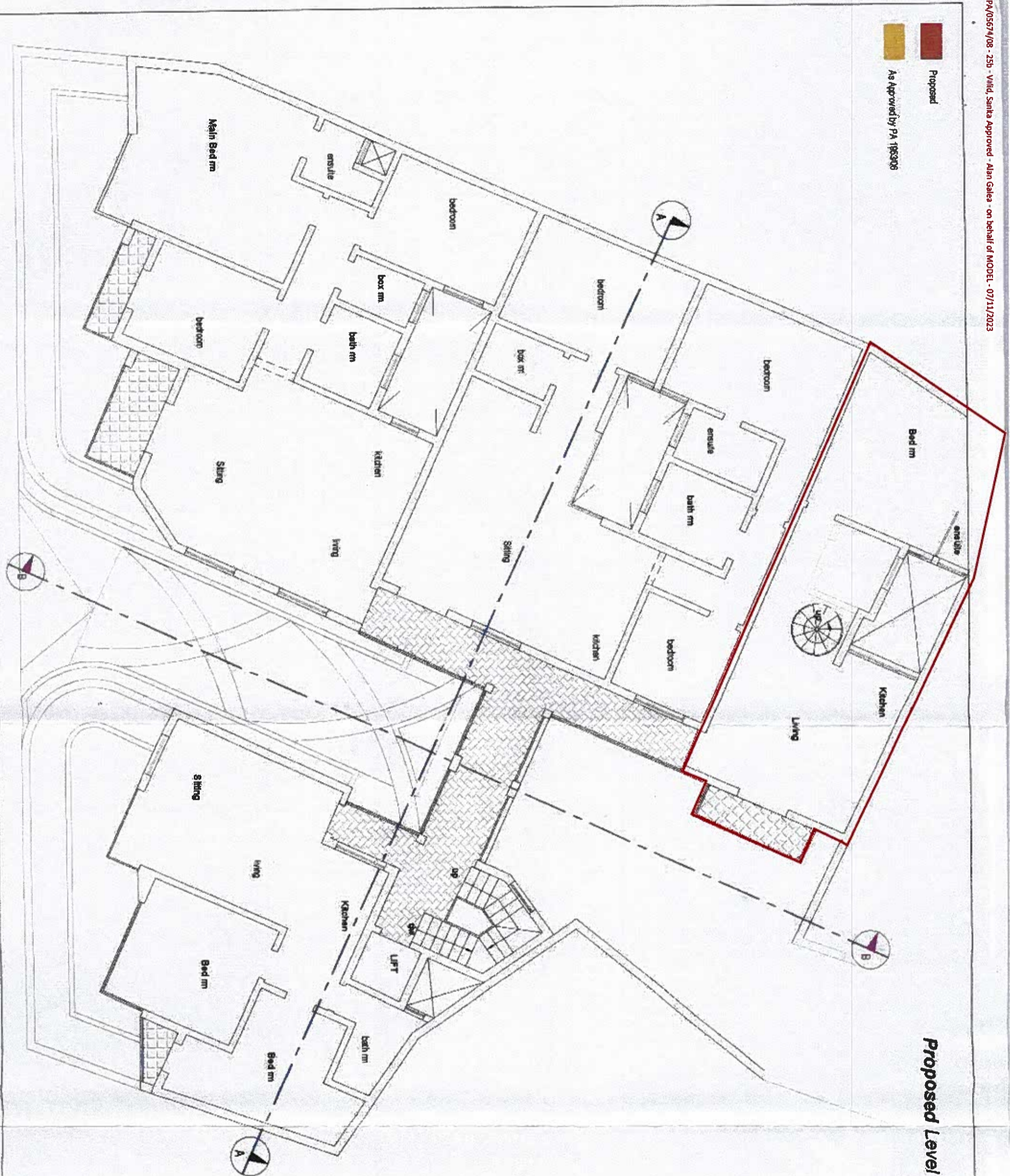
SIGNATURE
Arch. Joseph Bonanno

Drawing Title	Project
proposed drwgs	Proposed minor alterations to PA 5674/08
Client	Location
-	Attard
Drawn By J.A.	Checked -- Date 28.06.10
Drawing Ref RB.ATT.04	Drawing No
Scale 1:100	REV --

ISSUE	<input type="checkbox"/> DRAFT
REVISION	<input type="checkbox"/> FOR INFORMATION ONLY
	<input type="checkbox"/> FOR PLANNING PURPOSES
	<input type="checkbox"/> FOR CONSTRUCTION PURPOSES
Rev.	Date
	Description

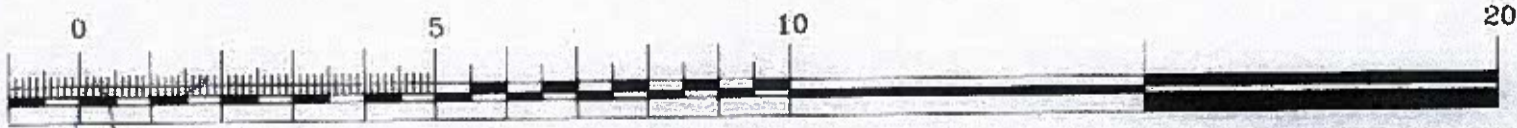
NOTES

Proposed
As Approved by PA 186306



Proposed Level 2

208550



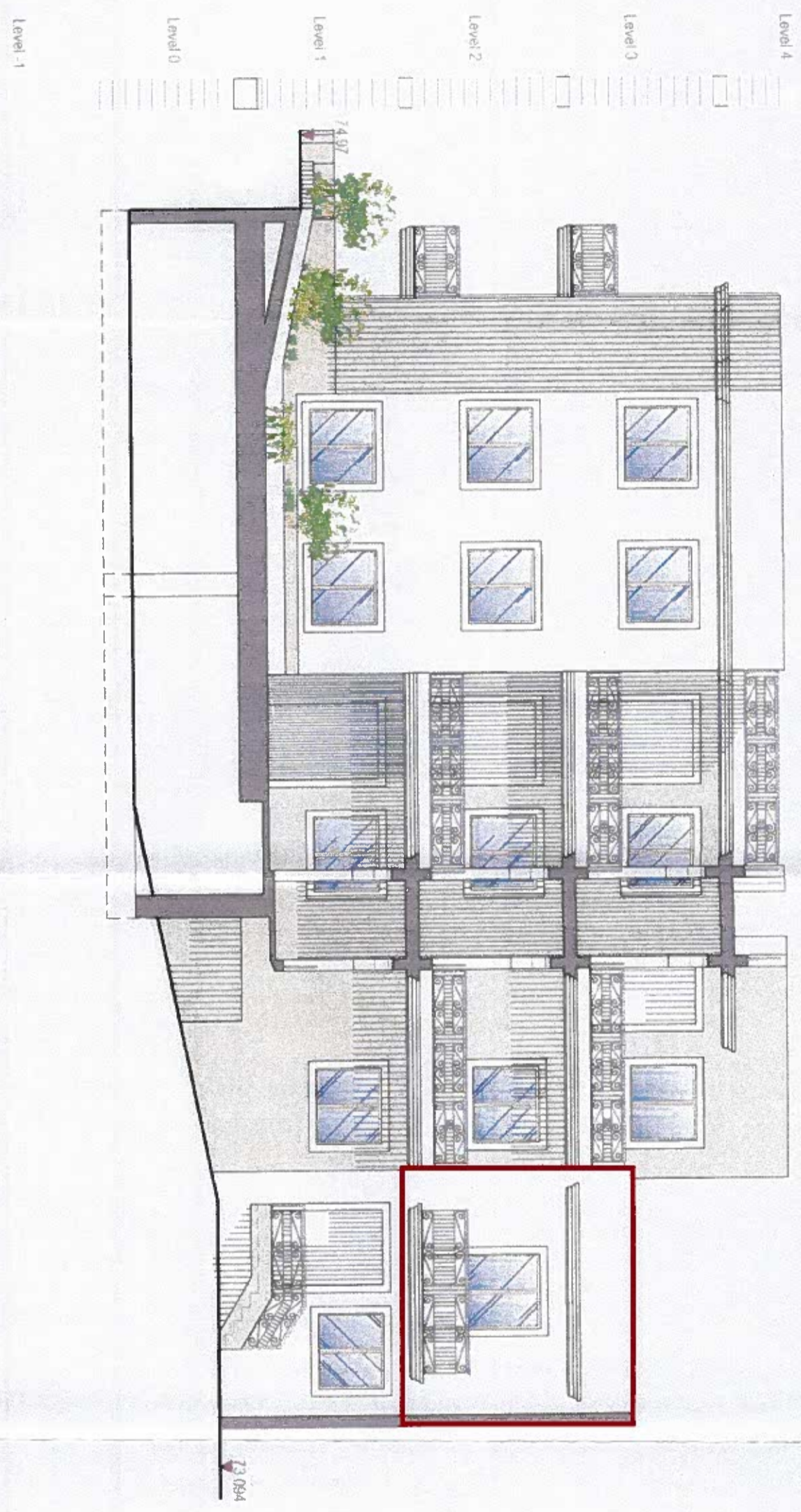
JB& Associates
architect & civil engineers
Joseph Bondin
B.E. & Hon. A.C.E.

signature

project title Proposed basement garages and apartments
drawing title Proposed typical level

location	Aitard	client	Mr. Richard Bahagiar
scale	1:100	drawn by	J.A.
date	7.04.09	mepa no	1953/06
		our ref	Rb.AM.04

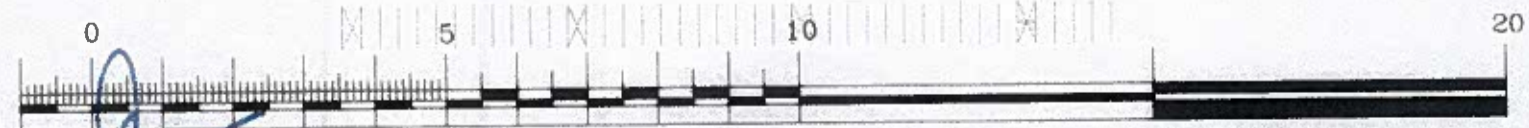
25b
205



Proposed Sectional elevation Through B-B

NOTE : FACADES ARE TO BE FINISHED 'FUQI LE-FIL' &
 RENDERED IN COLOURED GRAFFIATO AS SHOWN.
 : BALCONY RAILINGS ARE TO BE WROUGHT IRON
 : ALL APERTURES ARE TO BE TIMBER ALUMINUM LOOK ALIKE

705356



JB & Associates
 architect &
 civil engineers
 Joseph Bondin
 B.E. & A. (Hons.) A. & C.E.

signature

project title Proposed basement garages and apartments
 drawing title Proposed typical level

location Attard
 scale 1:100
 date 08.01.09

drawn by J.A.
 mepa no 1953/06

client Mr. Richard Buhagiar
 drawing no --
 our ref Rb.A11.04

206




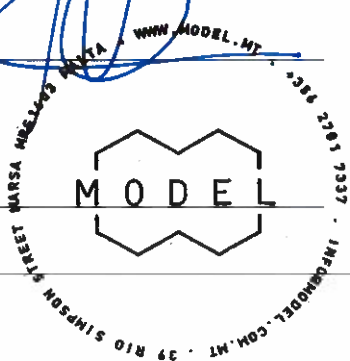
PHYSICAL ATTRIBUTES OF IMMOVABLE PROPERTY	
Locality	ATTARQ
Address	Maisonette 2D GARDEN RESIDENCE TERR IN-NUTAR ZARR ATTARQ.
Total Footprint of Area Transferred*	124.5m ² + AIRSPACE

TICK WHERE APPLICABLE (Tick one box in each case except where indicated otherwise)	
Type of Property	<input type="checkbox"/> Villa <input type="checkbox"/> Semi-Detached <input type="checkbox"/> Bungalow <input type="checkbox"/> Flat/Apartment <input type="checkbox"/> Penthouse <input type="checkbox"/> Mezzanine <input checked="" 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 checked="" 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 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 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 ** plus bathrooms and apertures

** Includes plastering, electricity, plumbing and floor tiles

Date: <u>03.08.2023</u>	Perit's Signature: 
Warrant Number: <u>768</u>	Rubber Stamp: 

www.e-revenue.gov.ke

www.e-revenue.gov.ke

Fil- Prim Awla tal-Qorti Ċivili

Subbasta Numru

64 / 2021

Għall-pagament
ara cash baou
No 1504 tat-8 ta'
Novembru 2023

Bank of Valletta p.l.c.

-vs-

Karl John Bezzina

3 t'Awissu, 2023

Garage 6, Garden Residence, Triq In-Nutar Zarb, Attard

Relazzjoni tal- Perit Tekniku

Perit Alan Galea B.E.&A.(Hons.), A&CE

Relazzjoni tal-Perit tekniku l-Perit Alan Galea

Jesponu bir-rispett:

PRELIMINARI

1. Illi b'digriet moghti lilhom nhar it-tminja (8) ta' Frar 2022, l-esponent gie nominati bhala perit tekniku fil-kawza odjerna u dan sabiex *jiddetermina il-valur tal-fond skond kif jipprovdi l-artikolu 12B(2) tal-Kapitolu 158 tal-ligijiet ta' Malta.*

L-esponent membru tekniku ikkomunika mal-intimat permess ta' ittra registrata biex jinghata access ghal-fond izda ma kellux risposta. L-esponent membru tekniku ikkomunika ma' raprezentant tal-Bank of Valetta biex jiskopri jekk kellomx dettalji sabiex isib mezz iehor biex jikkomunika mal-intimat sabiex jinghata access ghal-fond. Ir-raprezentant tal-Bank of Valetta provda indirizz iehor fejn l-esponent tekniku seta' jibghat ittra registrata lill-intimat. L-esponent tekniku baghat notifika ohra u ircieva risposta u inghata appuntament ghall-access.

L-esponent membru tekniku zammew access fil-fond Garage 6, Garden Residence, Triq In-Nutar Zarb, nhar l-għaxra (10) ta' April 2022 fl-għaxra ta' filgħodu (1000hours). Ghal dan l-access deher Mario Bezzina izda ma kellux mezz biex jiftah il-bieb tal-garaxx. L-esponent membru tekniku dahhal notfika mal-qorti biex jitlob access bl-ghajnuna tal-marixxall tal-qorti.

L-access sar nhar l-għoxrin (20) ta' April 2023 fil-ħdax ta' filgħodu (1100hours). Dakinhar tal-access kien hemm preżenti puluzija u deputat tal-qorti.

2. Illi waqt l-imsemmi access ittiehdu serje ta' ritratti, inkluz dak tal-faccata tal-fond formanti parti minn **Dokument A** fl-anness.

RIZULTANZI

1. Illi l-fond Garage 6, Garden Residence, Triq In-Nutar Zarb, Attard, jikkonsisti f'garaxx fil-pjan terran u li jiffirma parti minn kumpless ta garaxxijiet privati ohra fil-pjan terran u *maisonettes* fis-sulari ta fuqu.

2. Illi l-fond ghandu faccata ta' *circa* 3m u ghandu *area* interna ta' 16 il-metru kwadru. L-gholi intern tal fond huwa *circa* 2.83m.

3. Il- garaxx igawdi mill-uzu perpetwu, ininterrott u trasferibbli lil terzi tal-partijiet u servizzi komuni tal-Garage Complex li jinkludu ir-rampa, *id-driveway*, passagg u entratura tal-*Garage Complex*, il-*meter* tad-dawl, il-bibien principali u in generali il-partijiet u servizzi kollha tal-*Garage Complex* li huwa intizi ghall-uzu u tgawdija komuni tas-sidien kollha tal-*units* tal-*Garage Complex*.

4. Il-*Garage Complex* in generali, u l-garaxx in partikolari huma suggetti ghas-servitujiet li jirrizultaw mill-pozizzjoni fizika tal-blokka, inkluz is-servitu ta' passagg ta' drains u pajpijiet tad-drenagg u servizzi ohra li jistghu ikunu ta bzon ghall-beneficcu tal-blokka jew parti minnha.

5. il-garaxx huwa suggett ghall-kundizzjonijiet kollha msemmija fil-kuntratt ta akkwist datat 28/04/2009 fl-atti tan-Nutar Jean Paul Farrugia' formanti parti minn **Dokument B** fl-anness.

6. Il-garaxx gie akkwistat permezz b'kuntratt datat 28/04/2009 fl-atti tan-Nutar Jean Paul Farrugia formanti parti minn **Dokument B** fl-anness.

7. Il-blokk *Garden Residence* jikkonfina minn Nofsinhar ma Triq in-Nutar Zarb, mit-Tramuntana ma' sqaq bla isem li jaghti ghal Triq San Pawl, Attard u mill-Punent ma propjeta tas-successuri fit-titlu ta' Teresa Cuschieri, jew konfini aktar korretti u mill-Lvant ma' propjeta ta Conrad Zammit jew aventi kawza'

8. Illi l-fond jinsab imqassam hekk kif gej:

8.1 IL-PJAN TERRAN

8.1.1 Il-garaxx huwa parti minn kumpless ta garaxxijiet li huwa accessat minn Triq San-Pawl, H'Attard. Il-kumpless tal garaxxijiet huwa accessat minn grada komuni, li tghati ghal spazju komun minn fejn jistaw jigu accessati l-garaxxijiet privati.

9. Illi l-fond kien jinsab fi stat *finished* izda deher li mhuwix mantnut;

10. Is-soqfa kienu maghmula bil-konkos. Mill-ewwel daqqa t'ghajn ma gewx notati difetti fl-istruttura;

11. Il-finituri jikkonsistu minn madum tac-ceramika, hitan mizbugha.

12. L-aperturi jikkonsistu fis-segwenti:

12.1 'Roller shutter' tal-aluminium.

13 Il-garaxx huwa mibni skond il-permess tal-Awtorita' tal-Ippjanar PA/05674/08. Il-garaxx jikkonforma mal-ligi tas-sanita'.

14 Illi skont il-Pjan Lokali relattiv, dan il-fond jifforma parti mis-sit li jinsab f'Zona Residenzjali skont il-mappa ATM1 CENTRAL MALTA LOCAL PLAN. Il-fond huwa wkoll f-zona li tista tigi zviluppata sa' zewg sulari u semibasement illi skond Annex 2 ta' DC2015 jfisser gholi massimu ta' 12.30 metri skont il-mappa ATM3 CENTRAL MALTA LOCAL PLAN. Meta wiehed ihares lejha bhala garaxx isolat, li ma jgawdix arja tieghu, ma ghandux dan il-potenzjal.

15 Il-garaxx huwa uzat bhala mahzen kif kien evidenti mill-ispezzjoni.

STIMA TAL-FOND

Illi wara illi l-esponenti kkonsidraw il-fatturi relatati mal-fond, inkluz il-valur fis-suq ta' proprjetajiet simili u, jew fl-istess zona, l-istat tal-fond kif inhu prezentement kif ukoll il-potenzjal ta' zvilupp kif dettat mill-pjanijiet, policies u linji gwidi vigenti ta' l-ippjanar, huma tal-fehma li l-valur tal-fond, minghajr l-arja tieghu, li kieku mibjugh volontarjament minn sidu fis-suq hieles, jekwivali ghal €30,000.

Tant ghandhom l-esponenti x'jissottomettu ghal wisq aktar savju gudizzju ta' dan l-Onorabbli Bord.

Perit Tekniku

Perit Alan Galea
B.E.&A.(Hons.), A & C.E.
Perit Tekniku

Illum 18 ta' Novembur 2023
 Deher il-Perit Legali / Tekniku:
Alan Galea
 Li wara li ddi/jara l-lejlas l-ammont illu dovut, halel/halfet li qas/qas ta' redolment u onestament l-inkarigu moghti illu/ha.

 Deputat Registratur

Illum 08 ta' Novembur 2023

Ipprezentata mill-Perit Alan Galea

B'/Bla dok diversi dokumenti

MARVICK FARRUGIA
 3/Reg

ELENKU TAD-DOKUMENTI

Dokument A

Ritratt tal-faccata u *site plan* li turi l-konfini tas-sit mertu tal-kawza



Ritratti interni
ta



I-fond



Today, the twenty eighth (28th) day of April of the year two thousand and nine (2009);

Act No.:

Before me Doctor of Laws Jean Paul Farrugia, a Notary Public in Malta, duly admitted and sworn, have personally appeared duly identified by me by means of the herein mentioned official documents:

Loan, Sale & Waiver

Of the First Part: Jennifer Minuti, wife of Neville Minuti a daughter of James Balzan and of Emanuela nee Brincat, born in Pieta and residing at Gudja holder of identity card number: 84470(M) who is appearing hereon for and in representation of the Bank of Valletta p.l.c. (C2833) duly authorised to appear hereon hereinafter, referred to as "the Bank".

Enrolled:
13th. May 2009

Ins. No.:
7,071/2009

Of the Second Part: Karl John Bezzina, employee, unmarried son of Mario Bezzina and Monica nee' Scicluna, born in Pieta' and residing at sixty-six (66), Cospicua Road, Paola, holder of identity card numbered: 117482(M), hereinafter referred to as "the Customer" or "the Purchaser" as the case may be.

GPP:
6,538/2009

Vol I:
6,539/2009

Of the Third Part: Richard Buhagiar, in business, son of Charles and Antoinette nee' Fabri, born in Sydney, Australia and residing at Qawra in the limits of Saint Paul's Bay, holder of identity card numbered: 210288(M), who is appearing hereon in his own personal name and also in the name and on behalf of his wife Mandy Buhagiar, daughter of Carol Galea and Maria Assunta nee' Micallef, born in Attard and residing at Vela Vista, Flat 11, Block A, Triq il-Bahhara, Saint Paul's Bay, holder of identity card numbered: 0446675(M), and this as duly authorised by virtue of the special power of attorney hereby being annexed and marked as document 'A';

Vol R:
3,280/2009

Carol Galea, company director, son of the late Joseph, born in Pieta' and residing at Saint Paul's Bay, holder of identity card numbered: 0325350(M) who is appearing on this deed in the name and in representation of the limited liability company registered in the Registry of Companies under the name Prestige Apartments Limited (C27798) and this in virtue of the Memorandum and Articles of Association of the said company,

hereinafter referred to as "the Vendors".

Of the Fourth Part: Doctor of Laws, Advocate Ethelbert Fenech Adami, son of Michael and Giovanna nee' Galea, born in Floriana and residing at Mosta, holder of identity card numbered: 87957(M), appearing hereon in the name for and on behalf of "HSBC Bank Malta p.l.c. (C3177), hereinafter referred to as "HSBC".

Whereas the Customer, has requested the Bank to grant him on loan the sum of one hundred and forty-nine thousand and four hundred euros (€149,400) so that he may purchase the immovable described in the second part of this deed and as

connection with, or pursuant to, the execution, delivery, validity, enforceability or admissibility in evidence of this deed or the performance by the Customer of his obligations under this deed, is modified, or is not granted, or is revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect; or

(f) a creditor attaches or takes possession of, by way of execution, sequestration or other process is levied or enforced upon or sued out against, any of the undertakings, assets, rights or revenues of the Customer; and is not discharged within seven (7) days; or

(g) the Customer suspends payment of his debts or is unable, or admit inability to pay his debts as they fall due, or commence negotiations with one or more of his creditors with a view to the general readjustment or rescheduling of all or part of his indebtedness, or propose or enter into any composition or other arrangement for the benefit of their creditors generally or as a class of creditors, or proceedings are commenced in relation to the Customer under any law, regulation or procedure relating to the reconstruction of debts; or

(h) the Customer takes any action or any legal proceedings are started or other steps taken for:

(i) the Customer to be adjudicated or found bankrupt or insolvent; or

(ii) the winding up or dissolution of the Customer; or

(iii) the appointment of a liquidator, curator, administrator or similar officer of the Customer; or

(i) the Customer suspends, or ceases, or threatens to suspend or ceases to carry on his business; or

(j) all or a material part of the undertakings, assets, rights or revenues of, or shares, or other ownership interests in, of the Customer are seized, nationalised, expropriated or compulsorily acquired by, or under the authority of any government; or

(k) it becomes unlawful at any time for the Customer to perform all or any of his obligations under this deed; or

(l) the Customer repudiates, or does, or causes, or permits to be done any act or thing evidencing an intention to repudiate this deed; or

(m) there occurs in the opinion of the Bank, a material adverse change in the financial condition of the Customer; or

(n) any other event occurs or circumstance arises which, in the opinion of the Bank, is likely, materially and adversely to effect the ability of the Customer to perform all or any of his obligations under or otherwise comply with the terms of the document/s regulating the loan,

- a) an adjustment to the amount of the regular repayments during the period of the loan; or
- b) an adjustment to the number of repayments within the period of loan; or
- c) an adjustment in the amount of the final repayment. If no such adjustment is made, repayments will continue until the loan, together with interest, is repaid notwithstanding that this may alter the period originally envisaged.

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 or reductions in return to the Bank including costs or reductions in return which shall be consequent upon compliance by the Bank with any capital adequacy or minimum reserve requirements or any other request from or requirement of any central bank or other fiscal, monetary or other authority;;
- c) if the Customer is 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 circumstances arises which may reasonably affect the performance by the Customer of all or any of the obligations under this agreement.

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

Furthermore, the Customer and the Bank agree as follows:

(1) All fees and expenses in connection with this deed, including but not limited to, all legal fees and administrative charges; 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 all the Bank's security in good order to the satisfaction of the Bank from time to time, duty on documents and transfers and similar taxes; and registration costs and other fees due to the undersigned Notary shall be borne by the Customer who further delegate the Bank to pay such fees and

In virtue of this second part of the deed the vendor Prestige Apartments Limited as to the two-thirds (2/3) undivided share whilst the vendors Richard and Mandy Buhagiar as to the remaining one-third (1/3) undivided share hereby sell, transfer and convey to the Purchaser who accepts, purchases and acquires the following immovable property:

a. the duplex maisonette including its relative airspace internally marked by the number two letter D (2D) (hereinafter referred to as 'the Maisonette') forming part of the Block of Maisonettes (described hereunder) without an official number but named 'Garden Residence', in Triq Nutar Zarb, in Attard. The Maisonette is situated on level two/three (2/3) when calculating from above the semi-basement street level and thus overlying another Maisonette. The Maisonette is marked in green on the plan hereto annexed and marked as Documents 'A1', 'B', 'C' and 'D'. The said maisonette is subject to the servitude of a window which looks on the passageway of the maisonette leading to the terrace of the maisonette. The said right is enjoyed by the adjacent property which also enjoys the right of passage through the said passageway

b. the Garage internally marked by the number six (6) situated on the level of the Garage Complex (described hereunder) which in turn forms part of the Complex named Garden residence. The Garage is marked in green on the plan hereto annexed and marked as document 'E'.

Common Parts

The Maisonette is being sold as enjoying the right of use in perpetuity, uninterruptedly and transferable to third parties, of all the Common Parts and Services of the Block which include the main entrance of the block, the landings, stairs, staircase, stairwell, lift, lift-shaft, external walls of the block, the shafts of the block, the water drains and drainage system and in general all those parts and services of the block which are intended for the common use and enjoyment of all Maisonette owners of the Block.

The Garage is being sold as enjoying the right of use in perpetuity, uninterruptedly and transferable to third parties, of all the Common Parts and Services of the Garage Complex which include the ramp, drive-way, passages and entrance of the Garage Complex, the electrical and the relative meter, the main entrance doors and in general all those parts and services of the Garage Complex which are intended for the common use and enjoyment of all owners of units in the Garage Complex.

Servitudes

The roof of the Maisonette is subject in favour of the maisonette underneath to install and maintain on the roof:-

- a. one water tank of a maximum capacity of five hundred litres (500Lts);

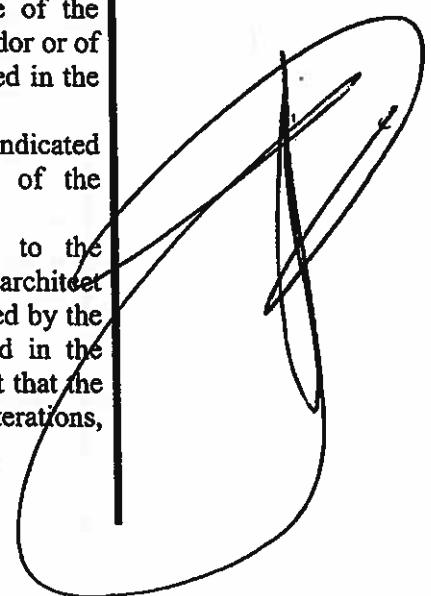
named "Casa Papa Giovanni", "Viola" and "Katya" respectively, including four (4) garages all without an official number and without a name adjacent and contiguous to each other situated on the back part of the said three (3) houses and accessible from an unnamed Alley which abuts in Triq San Pawl Attard.

The whole complex is bounded on the south by Triq in-Nutar Zarb, on the north with the abovementioned alley and on the west with property of the successors in title of Teresa Cuschieri or other correct boundaries and on the east with property of Conrad Zammit.

Restrictions of Use of Maisonettes

The Maisonette owners or occupiers may not, at any time:

- i. Fix or permit or suffer to be fixed any air-conditioning units, wireless or television aerial or satellite dish to the external part of the Complex.
- ii. Use or allow the use of the Maisonette in such a manner as to cause any unlawful nuisance to any other person/s in the other maisonettes in the Block.
- iii. Allow pets or other animals in the Complex.
- iv. Alter or permit or suffer to be altered the external plan or elevation of the Maisonette or the external decoration of the external walls (including fixtures, apertures and finishes thereon) of the Maisonette or do anything to alter the character or the external appearance of the Complex or of the front door of the Maisonette without the prior written consent of the Vendor or by the Administrator once the Vendor is no longer involved in the ownership of any property in the Complex.
- v. Hang washing, rugs, carpets or any other item in the Common Parts of the Complex and of the Block and/or in the balconies on the front façade of the Block or on the façade overlooking the Private Alley if these items shall be visible from the outside of the Complex or from the Private Alley.
- vi. Pass any cables, pipes, conduits, ducts or similar services through or over the Common Parts of the Complex or of the Block except in the areas specifically designated for this purpose by the Vendor.
- vii. Place or permit to be placed any advertisement or notice of any description in the window or on the outside of the Maisonette without the prior written consent of the Vendor or of the Administrator once the Vendor is no longer involved in the ownership of any property in the Complex.
- viii. Place garbage in common areas, except where indicated by the Administrator of the Owners' Association of the Complex.
- ix. Carry out any internal structural alteration to the Maisonette without the prior written consent of the architect appointed by the Vendor or any architect to be appointed by the Administrator once the Vendor is no longer involved in the ownership of any property in the Complex. In the event that the Purchaser acquires permission to carry out structural alterations, he will remain responsible:
 - a. to obtain applicable permits;



3. The Vendors declare and guarantee together and in solidum between themselves in favour of the Purchaser that:

a. the complex and in particular the Maisonette and the Garage are constructed in accordance to all the necessary building and sanitary permits and in compliance with the plans approved by the competent authorities;

b. all architect fees, building permit fees, road and drainage contributions and contributions for the other services supplied to the Maisonette and the Garage, the payment of compensation of party walls and all fees and expenses of the contractors and suppliers for the construction of the Maisonette and the Garage have been paid, and, that no claims for the payment may be brought against the Purchaser, and the Vendor agrees to hold the Purchaser fully indemnified against any claims by any such person in relation to the Maisonette and the Garage.

c. The Maisonette and Garage are not subject to legal disputes or to any right or claims made by third parties.

4. The parties agree that the Purchaser shall neither have the right to receive nor the obligation to pay compensation for party walls (appoggi) and that the relative compensation shall remain to the advantage and expense of the Vendors.

Completion

6. The Maisonette and Garage shall be completed by the Vendors and the following shall be done:-

Tiles in gress, gypsum walls and ceiling, one light ceiling point and four (4) plugs in each bedroom, TV point in each bedroom, living area and kitchen, and other five (5) electrical points as indicated by purchaser; one bathroom and one (1) shower room, aluminium fixtures in white colour glazed in five (5) millimetre glass; once consumer unit, one water tank of not more than five hundred litres (500) Litres.

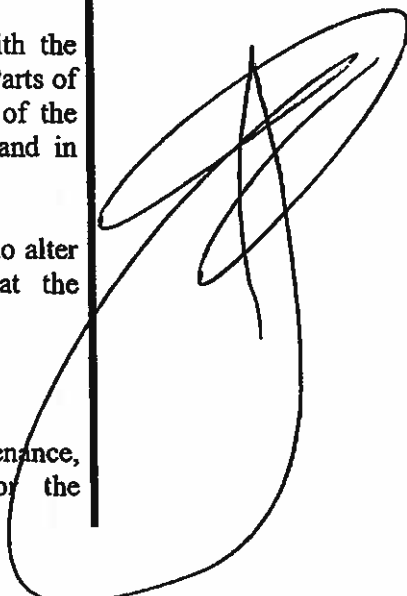
Purchaser has to apply and pay for the supply of water and electrical meters.

7. The Vendors promise and undertake to continue with the uninterrupted and consistent completion of the Common Parts of the Complex, of the Block and of the Common Parts of the Garage Complex to a good standard of workmanship and in terms of local building custom.

8. The Vendor has the right, and the Purchaser accepts, to alter the specifications mentioned above on condition that the alternatives are of similar or better quality.

Maintenance of Common Parts

9. The costs necessary for the preservation, maintenance, replacement, ordinary and extraordinary repairs, for the



15. On the signing of the final deed of transfer the purchaser shall automatically become a member of the Owners' Association of the Complex, the Block and the Garage Complex. The Vendor undertakes to call the first meeting of the Condomini in terms of the Condominium Act to deal with such matters as required by the said Act. The Purchaser binds himself to sign the Statute of the Owners' Association of the Complex, of the Block and that of the Garage Complex, which statute shall be drawn up by the Vendor so as to regulate the formation and the operation of the Associations. For the first year from date of completion the administrator shall be Mandy Buhagiar.

The Vendors hereby warrant jointly and severally between themselves the peaceful possession and enjoyment of the immovable property transferred by this deed by means of a general hypothec over all their property in general, present and future in favour of the Purchaser, who accepts.

For the purposes of the Duty on Documents and Transfers Act, it is being declared that:

A. The Vendors developed the said property together with other properties forming part of the same development instead of the three (3) houses and adjacent garages which they acquired by onerous title from Joseph Igantius Vella in virtue of a deed of sale in the records of Notary Pierre Falzon of the twenty-second (22nd) day of September of the year two thousand and six (2006).

B. The Purchaser declares, after I the undersigned Notary, warned him of the importance of the truthfulness of his declaration, that he is acquiring the abovedescribed immovable property with the intention of establishing therein his sole and ordinary residence.

C. The Duty on Documents and Transfers due by the Purchaser on this transfer amounts to six thousand five hundred and forty-five euros (€6,545) out of which the Purchaser have already paid prior to date the sum of one thousand six hundred and sixty euros (€1,660) as provisional duty as results from the annexed document marked 'F'. Therefore the duty payable by the Purchaser on this deed amounts to four thousand eight hundred and eighty-five euros (€4,885).

For the purposes of the Income Tax Act, the Vendors are hereby opting, after I the undersigned Notary warned them about the importance and consequences of their choice, to pay a provisional capital gains tax of seven per centum (7%) amounting to eleven thousand six hundred and twenty euro (€11,620);

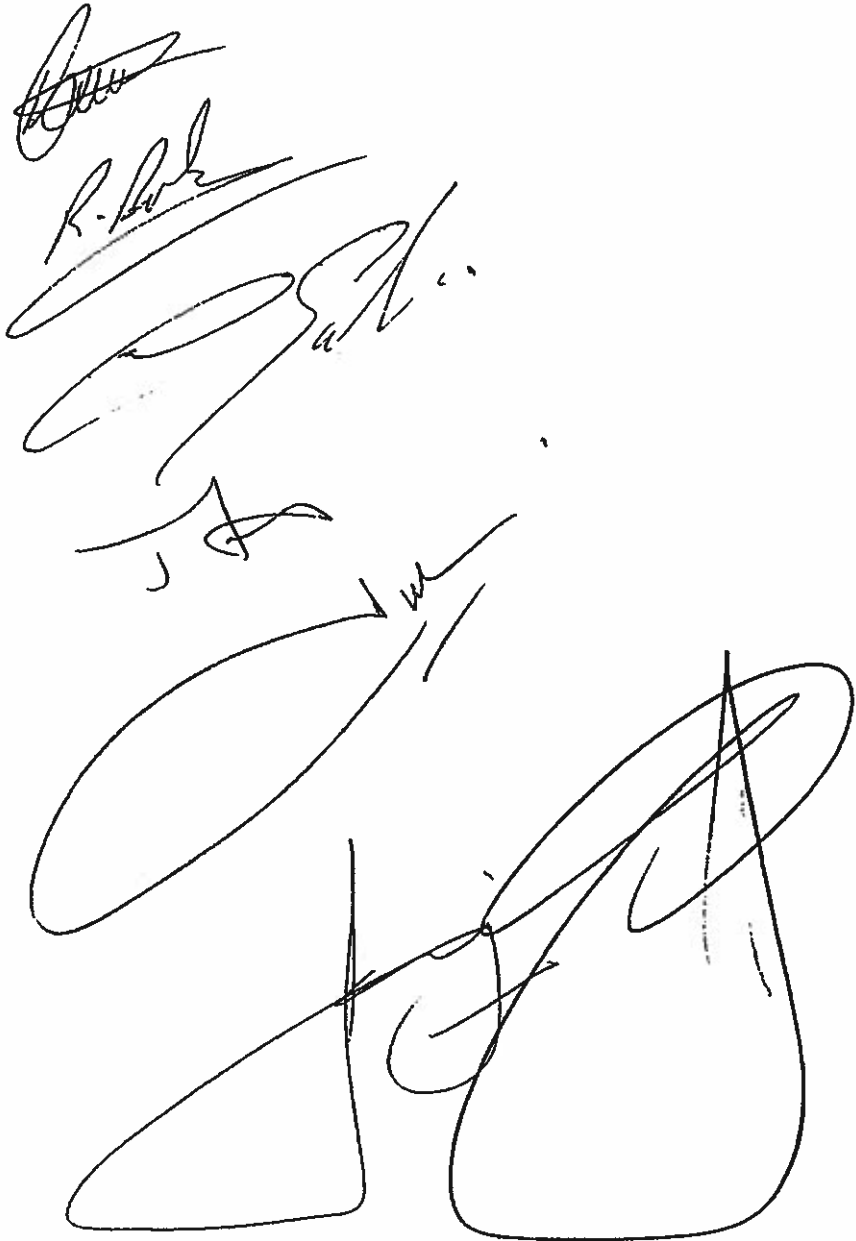
For the purposes of subarticle twelve (12) of article five capital A (5A) of the Income Tax Act, the parties declare that they have declared to the undersigned notary all the facts that determine if the transfer is one to which article 5A applies and that are relevant for ascertaining the proper amount

Events of Default
Schedule of Documents

x

225

- A. Power of Attorney
 - B. Plan of Maisonette
 - C. Plan of Maisonette
 - D. Plan of Airspace
 - E. Plan of Gwage
 - F. Receipt of Duty.
 - A1. Front Elevation Plan of Block
- ① Three (3) words deleted.



The lower half of the page contains several handwritten signatures and large, overlapping scribbles. One signature is clearly legible as 'R. P. ...'. Below it are several more stylized signatures, some of which are crossed out or heavily scribbled over. At the bottom, there are two large, roughly oval shapes that appear to be part of a signature or a large mark.

Today the twenty-seventh (27th) day of April of the year two thousand and nine (2009).

I, the undersigned **Mandy Buhagiar**, wife of Richard Buhagiar, daughter of Carol Galea and Maria-Assunta nee' Micallef, born in Attard and residing at Saint Paul's Bay, holders of identity cards numbered: 0446675(M), do hereby appoint as my lawful attorney my husband **Richard Buhagiar**, self-employed, son of Carmelo and Antoinette nee' Fabri, born in Sydney, Australia and residing at Saint Paul's Bay, holder of identity card numbered: 210288(M), and this solely for the following reasons:

- A. To appear on a Notarial Deed of sale and waiver so as to sell the duplex maisonette without an official number but internally marked two D (2D) and the garage internally numbered six (6) forming part of the complex without an official number but named Garden Residence in Triq Nutar Zarb, Attard.
- B. To receive my share of the price.
- C. To pay any due taxes, fees and expenses on the said Notarial Deed.
- D. To grant the peaceful possession and real enjoyment of the said property by means of a general hypothec over all my present and future property.
- E. To appear on a deed of waiver/reduction as to release the said property from being hypothecated with HSBC Bank Malta p.l.c.
- F. To do anything which is necessary and ancillary to the abovementioned Notarial deeds.

Signed today the twenty-seventh (27th) day of April of the year two thousand and nine (2009) at Buhagiar Homes, Triq il-Bahhara, Qawra, in the limits of Saint Paul's Bay.

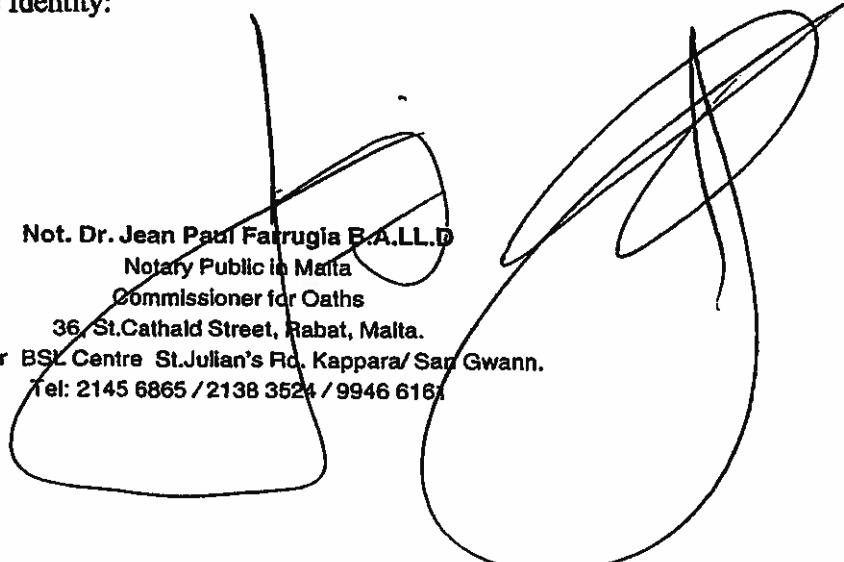
in the presence of the undersigned witness Notary Jean Paul Farrugia:



Mandy Buhagiar

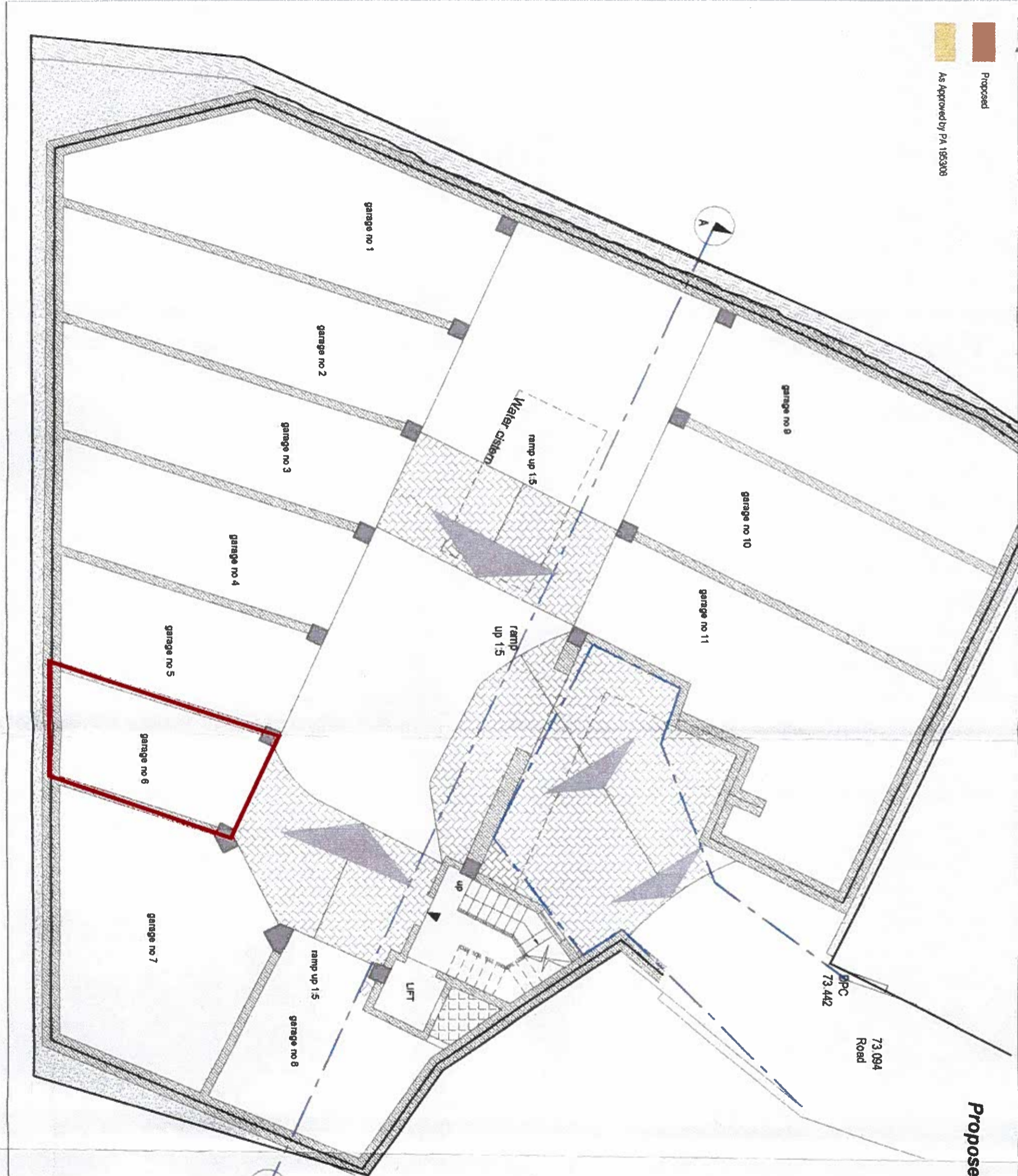
This power of attorney has been signed, after I the undersigned Notary explained its meaning and consequences as required by law.

Witness to the Signature and the Identity:



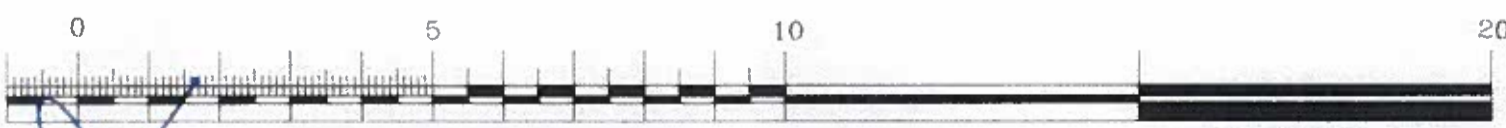
Not. Dr. Jean Paul Farrugia B.A.L.L.D.
Notary Public in Malta
Commissioner for Oaths
36, St.Cathald Street, Rabat, Malta.
2nd Flr BSL Centre St.Julian's Rd, Kappara/San Gwann.
Tel: 2145 6865 / 2138 3524 / 9946 6161

Proposed
 As Approved by PA 1953/06



Proposed Level 0

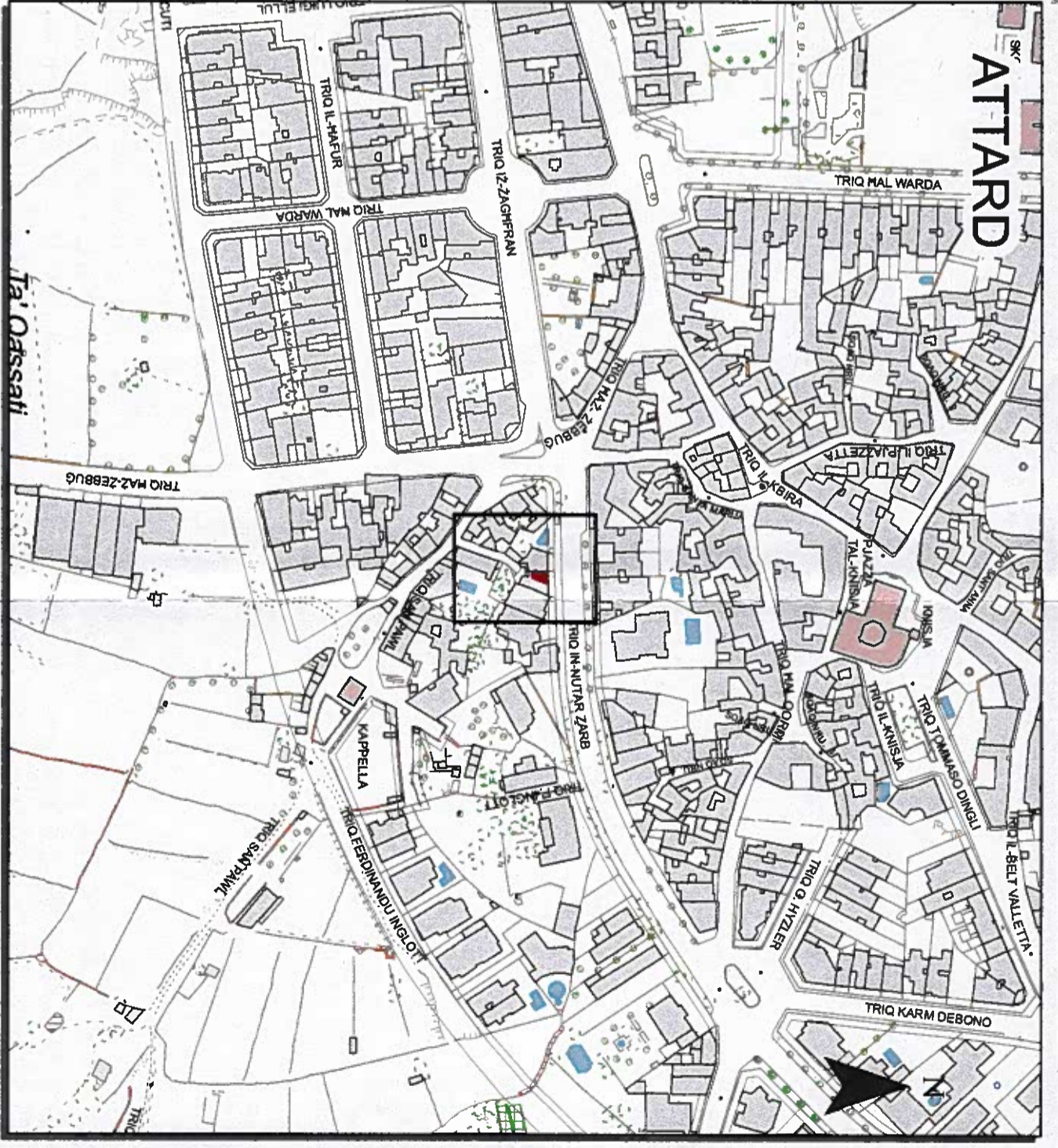
785918



J&A Associates
 architect & civil engineers
 Joseph Bordin
 B.E.&A.(Hons), A.&C.E.

signature

project title	Proposed basement garages and apartments	location	Attard	client	Mr. Richard Buhaglor
drawing title	Proposed typical level	scale	1:100	drawn by	J.A.
		date	24.11.08	mepa no	1953/06
				our ref	Rb.ATT.04



Agenzja 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

Pjanta tas-Sit 1:2500 Site Plan

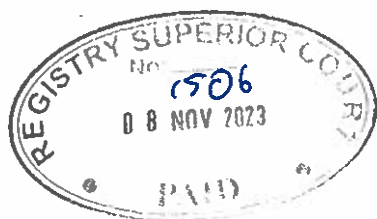
Nru tal-Mappa: 272067 E	Pozizzjoni Centralli: x = 49786	Parti min S.S.: 4872	Data: 10/08/2022
Map Number:	Centre Coordinates: y = 72034	Extracted from S.S.:	Date:
Perit:	PERI AUSA GAVER (262)	Qies (metri kwadri): OWNERSHIP AT LEVEL -1	Area (square metres): ~ 16 sqm
Architect:		Firma ta' l-Applikant:	Applicant's Signature:
Timbru tal-Perit:			
Architect's Stamp:			

[Handwritten Signature]
PERI AUSA GAVER (262)

LR 252494

Dritt imballas
 Fee Paid

Fil- Prim Awla tal-Qorti Ċivili**Subbasta Numru****64 / 2021****Bank of Valletta p.l.c.****-vs-****Karl John Bezzina****3 t'Awissu, 2023****Garage 24, Belveder Court, Triq It-Trill, San Pawl Il-Bahar****Relazzjoni tal- Perit Tekniku****Perit Alan Galea B.E.&A.(Hons.), A&CE**



RIZULTANZI

- 1 Illi l-fond Garage 24, Belvedered Court, Triq It-Trill, San Pawl Il-Bahar jikkonsisti f'garaxx fil- *basement level* -2 u li jiffirma parti minn kumpless ta garaxxijiet privati ohra fil-pjan terran u maisonettes fis-sulari ta fuqu.
- 2 Illi l-fond ghandu faccata ta' *circa* 3.54m u erja interna ta' 62 metru kwadru. L-gholi intern tal fond mhuwiex konsistenti kullimkien: fl-entrata tal-garaxx, l-gholi huwa ta 2.95m li jitbaxxa sa ma jigi fix-xejn fl-iktar parti ta' gewwa tal-garaxx.
- 3 Id-*drive in* u entrata hija in komuni mal-garages l-ohra u l-kumpraturi jobbligaw ruhhom li jhallsu s-sehem taghhom pro rata mill-ispejjez tal-manutensjoni u riparazzjoni ta' l-istess *drive-in*. Inoltre, il-kumpraturi jobbligaw ruhhom li jhallsu is-sehem taghhom mill-ispejjez tal-installazzjoni tad-dawl fil-komun u tal-komun tal-istess.
- 4 Il-garaxx huwa suggett ghas-servitujiet tad-drains in favur tal-fondi sovrastanti kif ukoll ghall-kundizzjonijiet kollha msemmija fil-kuntratt ta akkwist datat 19/11/2003 fl-atti tan-Nutar Marco Farrugia formanti parti minn **Dokument B** fl-anness.
- 5 Il-garaxx huwa liberu u frank bid-drittijiet u l-pertinenzi kollha tieghu.
- 6 Il-garaxx gie akkwistat permezz b'kuntratt datat 19/11/2003 fl-atti tan-Nutar Marco Farrugia formanti parti minn **Dokument B** fl-anness.
- 7 Il-fond jikkonfina mill-Punent, mill-Lvant u minn Nofsinhar ma' propjeta ta' Chrismarmig Limited jew is-successuri taghha fit-titlu, bid-drittijiet u l-pertinenzi kollha tieghu.

12. L-aperturi jikkonsistu fis-segwenti:

12.1 'Roller shutter' tal-aluminium.

13 Il-garaxx huwa mibni skond il-permess tal-Awtorita' tal-Ippjanar PA/05674/08. Il-garaxx jikkonforma mal-ligi tas-sanita'.

14 Illi skont il-Pjan Lokali relattiv, dan il-fond jifforma parti mis-sit li jinsab f'Zona Residenzjali skont il-mappa ATM1 CENTRAL MALTA LOCAL PLAN. Il-fond huwa wkoll f-zona li tista tigi zviluppata sa' zewg sulari u semibasement illi skond Annex 2 ta' DC2015 jfisser gholi massimu ta' 12.30 metri skont il-mappa ATM3 CENTRAL MALTA LOCAL PLAN. Meta wiehed ihares lejha bhala garaxx isolat, li ma jgawdix arja tieghu, ma ghandux dan il-potenzjal.

15 Il-garaxx huwa uzat bhala mahzen kif kien evidenti mill-ispezzjoni. Ma kienx possibli li jigi verifikat min kien qiegħed jokkupa l-garaxx u jekk hu l-kaz, taht liema titolu

ELENKU TAD-DOKUMENTI

Dokument A

Ritratt tal-faccata u *site plan* li turi l-konfini tas-sit mertu tal-kawza











2548

Ilun dsatax (19) ta' Novembru tas-sena
elfejn u tlieta (2003).

Att Nru. 391

Bejgh

Quddiemi Nutar Dottor Marco Farrugia
qiegħdin jidhru personalment:

Insinwat
19956/2003
9.12.2003

Min-naha l-wahda:

Vol.I.Nru.
21637/2003

Joseph Mary Portelli, company director,
bin Edward u Yvonne nee Fenech, imwieled il-Hamrun u
joqghod il-Qawra, limiti ta' San Pawl il-Bahar,
(“Chrismar”, Triq it-Turisti), (karta ta' l-identita' numru
886861M), li qiegħed jidher fuq dan l-att għan-nom u in
rapprezentanza ta' Chrismarmig Company Limited,
debitament awtorizzat, bhala direttur ta' l-istess
kumpanija, iktar 1 isfel fuq dan l-att imsejjah bhala “il-
venditur nomine”.

U min-naha l-oħra:

Lara Marie, xebba, u Karl John, impjegat,
għuvni, ahwa Bezzina, ulied Mario u Monica nee Scicluna,
imweldin tal-Pieta' u joqoghdu Paola, (karta ta' l-identita'
rispettiva numri 405483(m) u 117482M), iktar 1 isfel fuq
dan l-att imsejjah bhala “il-kumpraturi”.

Il-kompurenti gew minni Nutar
identifikati permezz ta' l-imsemmija dokumenti.

Bis-sahha ta' dan l-att, il-venditur nomine
qiegħed ibiegh, jassenja u jittrasferixxi, lill-kumpraturi li
da parti tagħhom jaccettaw, jixtru u jakkwistaw:

in kwantu għal kumpratrici Lara Marie
Bezzina, il-garage markat bin-numru mhux ufficjali sbatax
(17), u in kwantu għal kumpratur Karl John Bezzina, il-
garage markat bin-numru mhux ufficjali erbgha u ghoxrin
(24), liema garages qiegħdin it-tnejn li huma fil-livell ta'
lower basement u jiffurmaw parti minn kumpless bini
magħruf bhala “Belvedere Court”, u jinsabu fi Triq it-Trill
qabel Triq gdida bla isem li tizbokka min-naha fi Triq it-
Turisti, u min-naha l-oħra f'Qawra Point, San Pawl il-
Bahar. Dawn il-garages huma sottoposti għal beni tal-

2550

L-ispejjes tal-kuntratt jithallsu skond il-Ligi.

Il-venditur nomine jiggarrantixxi illi l-garages deskritti nbnew skond il-permessi mahruga mill-awtoritajiet kompetenti, liema permessi huma mhallsa.

A rigward ta' appoggi, il-kumpraturi la jhallsu u lanqas jithallsu.

Id-drive in u entratura hija in komuni mal-garages l-ohra u l-kumpraturi jobbligaw ruhhom li jhallsu s-sehem taghhom pro rata mill-ispejjes tal-manutensjoni u riparazzjoni ta' l-istess drive-in. Inoltre, il-kumpraturi jobbligaw ruhhom li jhallsu s-sehem taghhom mill-ispejjes tal-installazzjoni tad-dawl fil-komun u tal-komun ta' l-istess.

6. Il-garages deskritti ma jistghux jintuzaw biex filhom isiru xi attivita' ta' storbru, intiena, jew perikolu u ma jistghux jinzammu annimali u lanqas jistghu jigu uzati bhala residenza.

Ghall-finijiet ta' l-Att numru sbatax (XVII) tas-sena elf disa' mija tlieta u disghin (1993) qieghed jigi dikjarat:

a. Illi l-venditur nomine bena l-kumpless bini hawn fuq imsemmi, liema kumpless jinkludi l-garages li qeghdin jigu trasferiti bis-sahha ta' dan l-att, fuq il-plot numru hdax (11), mill-artijiet ta' Zellaq, liema art huwa xtara in forza ta' kuntratt fl-atti tan-Nutar Dottor Carmel Gafa' tas-sitta u ghoxrin (26) ta' April tas-sena elf disa' mija disgha u disghin (1999).

b. It-total ta' taxxa li trid tingabar fuq dan l-att huwa ta' tlett mija u hamsin lira Maltin (Lm350).

Ghall-finijiet ta' l-Att numru tmintax (XVIII) tas-sena elf disa' mija erbgha u disghin (1994) qieghed jigi dikjarat:

Illi t-taxxa provizorja fuq il-qiegh kapitali dovuta fuq dan l-att tammonta ghal erbat elf u disghin lira Maltin (Lm490).

2552

[Signature] 17/11/01

Dr. EDWIN MINTOFF
B.E. & A. (Hons), Ph.D. (Newcastle), A. & C.E.
PERIT
12/25, Vincenti Bldgs., Strait Street,
Valletta VLT 08 Tel: 237401
Fax: 230766

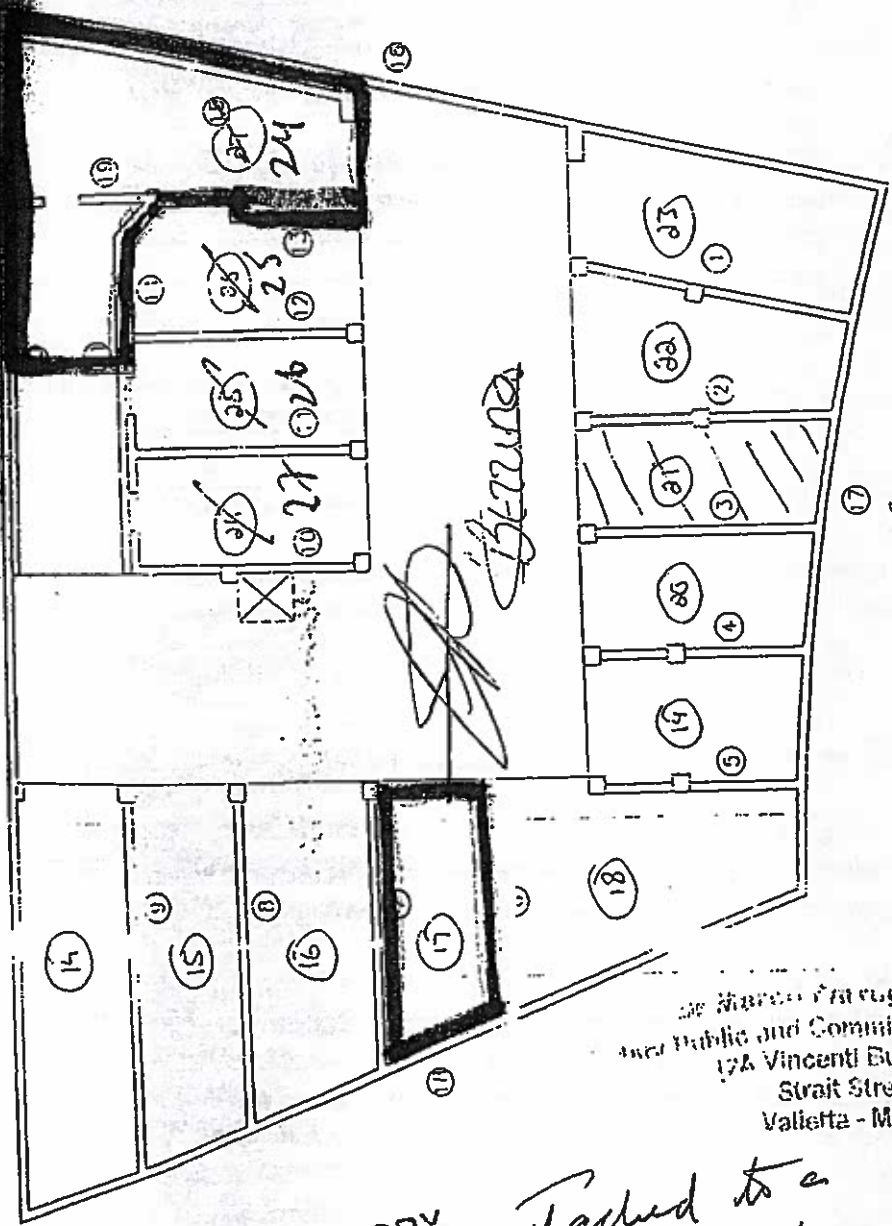
DR EDWIN MINTOFF
R.E.A., Ph.D., Ph.D. (Newcastle), A.&C.E.
12/25 Strait Street. Tel: 00354 337101
Valletta. Fax: 00354 330766
e-Mail: edmintoff@perit.mt

MR. JOSEPH PORTELLI

GARAGES, SHOPS AND
APARTMENTS AT TRIO IT-TURISTI
Q/WRA

MASONRY WORKS AT LOWER BASEMENT

Drawn by	SD	Checked by	EM
Scale	1:1100	Date	JUNE '01
Drawing Number	98512	Sheet	M 02



[Signature]
B. BERNA

[Signature]
C. BERGAMINI
11/11/01

Dr. Marchioli
Public and Commissioning
12A Vincenti Buildings
Strait Street
Valletta - Malta

LOWER BASEMENT

TRUE COPY
ORIGINAL attached to a
deed in my records of June 19/11/2003
dated on the 11/11/2001
[Signature]

240

2534

DECLARATION BY NOTARY

(N.B. In transactions of immovable property a full description of such property is to be given and in cases of sale or rural property a copy of the site plan is to be attached.)
Nature of Transaction:

Bejgh:

lil Lara Marie Bezzina tal-garage markat bin-numru mhux uffic

u lil Karl John Bezzina tal-garage markat bin-numru mhux uffic

liema garages qeghdin it-tnejn fil-livell ta' lower basementu jiffur
parti minn kumpless bini maghruf bhala Belvedere Court u jinsab
it-Trill San Pawl il-Bahar, sottopost ghal beni tal-vendituri, liberu

Signature of Notary

For official use only

Provisional Tax Paid: Lm _____

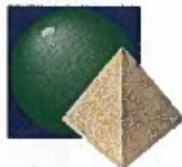
Duty on Documents paid _____

Receipt No/s _____

Receipt No/s _____

Date of Receipt/s: _____

Date of Receipt/s _____



A W T O R I T À T A ' L - I P P J A N A R
P L A N N I N G A U T H O R I T Y

To: Mr Joe Portelli
Chris-Mar
Triq it-Turisti
Qawra

Date: 1 July, 1999
Our Ref: PA 07105/98

Application Number: PA 07105/98
Application Type: Full development permission
Date Received: 14 December, 1998
Approved
Documents : PA 7105/98/1B/1H/1J/9A/9B/9C/9D/9E.

Location: Site at Triq It-Turisti, Bugibba.
Proposal: Two basement garages, shops and flats.

**Development Planning Act 1992 Section 33
Full Development Permission**

The Planning Authority hereby grants development permission in accordance with the application and plans described above, subject to the following conditions:

1. Introductory notes and general conditions (A) on form DC 1/88 apply. Conditions for underlying basements and garages (B) also apply.
2. Apertures and balconies should not be in gold, silver or bronze aluminium.
3. The facade of the building should be constructed in local stone except where other materials, finishes and colour are indicated on the approved drawings.
4. No approval is hereby granted for the display of any sign or advertisement. These must form the subject of a separate application for advertisement consent.
5. This permission is subject to Trading Licence approval from the Police Department.
6. Height of the building should not exceed four (4) floors, plus the overlying penthouse and the underlying basement.
7. The garage shall only be used for the parking of private cars.
8. The ramp leading down to the underlying basement/garage shall at no point be steeper than 1:6. The ramp shall be so formed that it does not encroach onto the pavement.
9. In case where a setback is permitted, applicant is to construct an extra skin to the third party wall at his own expenses maintaining same feature as per front elevation.

plans approved by this permission and with the other conditions imposed in this permission, has been issued by the Planning Authority.

This permit is granted saving third party rights. The applicant is not excused from obtaining any other permission required by law. The applicant should contact the following regarding the location and provision of services prior to commencing development:- Enemalta, Water Services Corporation, Maltacom, Drainage Department and Melita Cable.



FRANCES GALEA

Secretary

Development Control Commission

9E



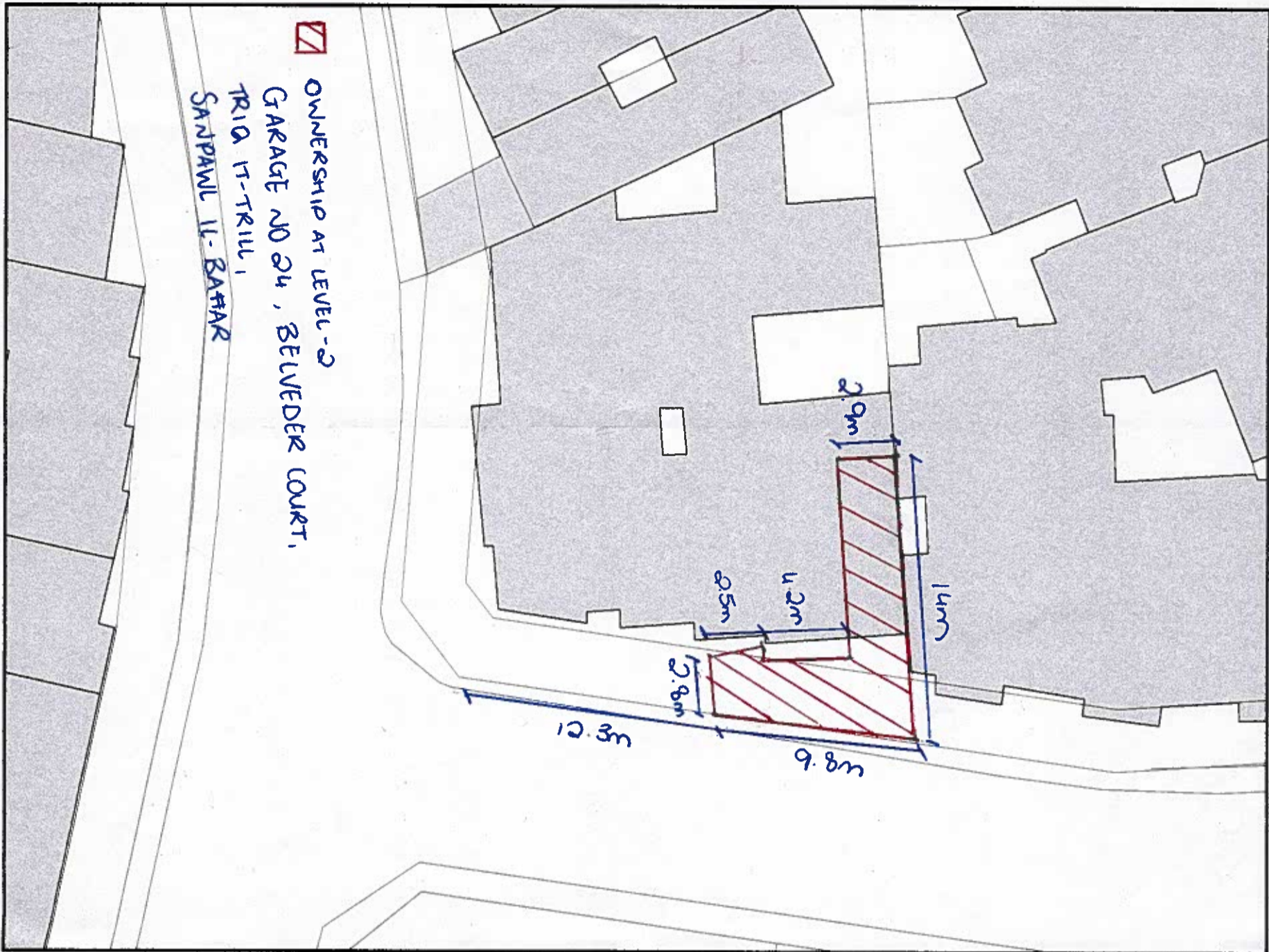
Architect:
DR EDWIN MINTOFF
 B.E. & A. (Hons.), Ph.D. (Newcastle),
 A. & C.E.
 12/25 Strait Street. Tel: 00356 237401
 Valletta. Fax: 00356 230766
 e-Mail: edminasc@global.net.mt

BASEMENT -2

VICTOR TORPIANO
 BA (Arch) BArch (Hons) A & CE
 Chairman DCC

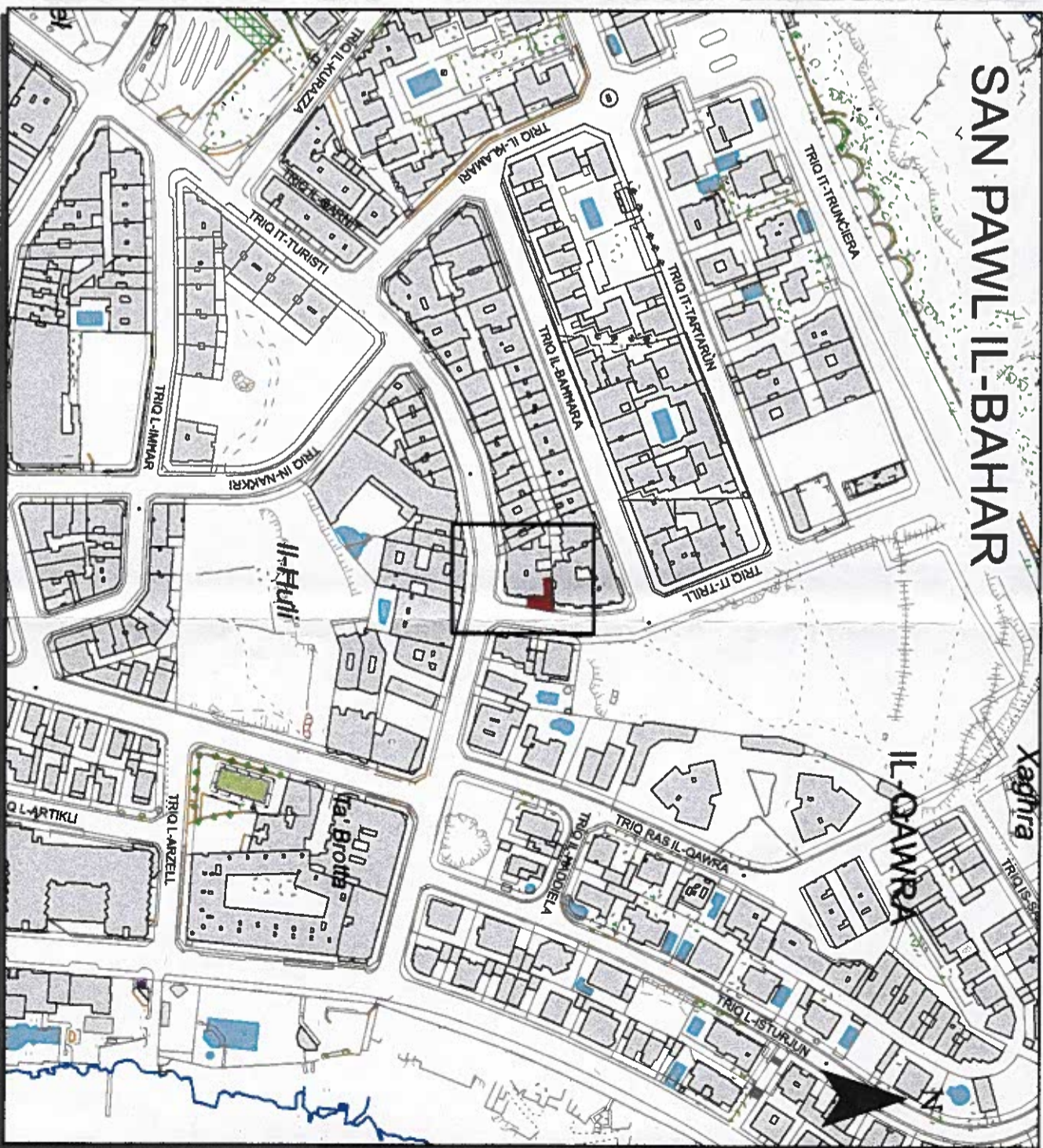
SANITA APPROVED
 11 MAY 1999
 Jean de' Conti Manduca
 Sanitary Engineer

PLAN: N.A.T.A. 7.05/98/9E
 D.C.C. Board No.



OWNERSHIP AT LEVEL -2
 GARAGE NO 24, BELVEDER COURT,
 TRIQ IT-TRILL,
 SANPAWL IL-BAHAR

Scale 1:250



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: **272066 E**

Posizzjoni Centrali: **x = 47931**
 Centre Coordinates: **y = 79390**

Map Number:

Parti min S.S.: **4679**
 Extracted from S.S.:

Data: **10/08/2022**
 Date:

Perit:

Qies (metri kwadri): **OWNERSHIP AT LEVEL -2**
 Area (square metres): **260 sqm**

Architect:

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

Timbru tal-Perit:
 Architect's Stamp:

LR 252473

Dritt imballas
 Fee Paid