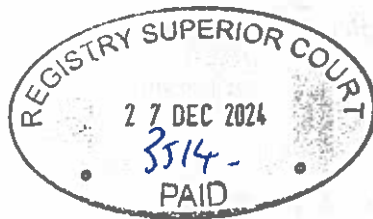


Imħallef: Onor. Audrey Demicoli LL.D

Subbasta Numru 37/2024



Fl-ismijiet:

35° 14° Capital SCC plc C 1054717

VS

Carlos Aquilina KI 0500489M

Rapport datat 23 ta' Diċembru 2024

Relazzjoni tal-Perit Tekniku:

Perit Clive Borg Bonaci – Numru tal-Warrant 1035

Jesponi bir-rispett: illi fl-udjenza tal-5 ta' Novembru 2024, din l-Onorabbli Qorti nnominat lill-Perit Tekniku f'din il-kawża, kif ukoll f'dik bir-referenza 37/2024, sabiex jirrelata dwar is-segwenti:

*Int mgħarraf illi ġejt mahtur bħala espert fl-atti tal-Mandat ta' Qbid ta' Hwejjeg Immobbli hawn fuq imsemmi sabiex tagħmel deskrizzjoni u stima tal-fond jew fondi indikat fir-rikors promotur u sabiex tfisser il-pizijiet, kirjiet u jeddijiet oħra, sew reali kemm personali, jekk ikun hemm, li għalihom dan il-fond jew fondi ikun sugġett kif ukoll l-oħra trasferiment tiegħu, skond l-informazzjoni li jkun b'dak mill-kreditur jew mid-debitur u din id-deskrizzjoni għandu jkun fiha dan li ġej:*

- a) Indikazzjoni tas-sit u l-għoli tal-fond li hu soġġett għall-bejgħ bl-irkant fil-Qorti;*
- b) Pjanta jew skizz li juru l-għadd ta' kmamar li jiffurmaw il-fond u d-daqs tagħhom;*
- c) Pjanta tar-Registru tal-Artijiet u Schedule 8 (meta tkun residenza);*
- d) Rapport dwar jekk il-fond ġiex mibni skont permessi tal-bini u regoli sanitarji;*
- e) Kopja tal-att tal-akkwist; u*
- f) Dikjarazzjoni dwar jekk il-fond hu abitat jew okkupat minn terzi, u taht liema titolu hu hekk okkupat;*

*U dan skont l-artikolu 310 tal-Kapitolu 12 tal-Liġijiet ta' Malta.*

Illi, l-esponent Perit Tekniku kkordina mal-Marixxalli tal-Qorti, mal-Awtoritajiet tal-Pulizija, kif ukoll mal-avukat li ressqet ir-rikors, l-Avukat Kristina Friggieri, sabiex jassistu u jiffacilitaw l-isgass fuq ordni tal-Qorti u dan wara li ntbagħtet ittra rreġistrata li, madanakollu, ma waslitx għand l-intimat, u l-aċċess meħtieġ ma nġatax.. Tali sgass ġie ffixsat għal nhar il-Ġimgħa, 20 ta' Diċembru, fl-10:00 a.m.

Għaldaqstant, u f'adempiment tal-inkarigu mogħti lillu, l-esponent zamm l-imsemmi aċċess għall-appartament internament innumerat wiehded (1), parti minn blokk bin-numru tmienja u ħamsin (58), fi Triq tal-Karmnu, kantuniera ma' Triq Titu Brandsma, il-Fgura. Dan sar wara li nnotifika lill-partijiet b'dan l-aċċess. Għall-aċċess kienu preżenti fiżikament:

- PC 847 Jurgen Zerafa
- PC 181536 Mark Swain
- Il-Marixxal Manolito Briffa
- Il-Marixxal Eugenio Mallia
- Is-sid tal-blokka, is-Sur Allan Lia (ID: 248679M)
- Omm l-intimat, is-Sinjura Josephine Aquilina (ID: 427966M).

L-aċċess għall-intern tal-blokka ġie pprovdut mis-sid, Allan Lia, filwaqt li l-bieb temporanju tal-appartament (ara ritratt R7) infetaħ mill-Marixxalli msemmija. L-esponent aċċeda għall-fond in kwistjoni u ha diversi ritratti tal-partijiet differenti ta' dan il-fond, li qegħdin jigu annessi ma' din ir-relazzjoni, kif ukoll qisien.

## KONTENUT

1. INTRODUZZJONI.....	PG5
2. DESKRIZZJONI TAL-FOND.....	PG6
3. VALUTAZZJONI.....	PG8
4. DOKUMENTI.....	PG9

## 1. INTRODUZZJONI

Illi l-Onorabbli Qorti tat sentenza finali nhar is-16 ta' Mejju 2016, bin-numru ta' referenza tar-Rikors Guramentat 218/2016, fejn ikkundannat lill-konvenut fl-ismijiet Bank of Valletta p.l.c. vs Carlos Aquilina, u ordnat lill-konvenut ihallas lill Bank of Valletta p.l.c. l-ammont ta' mija u sitta u erbgħin elf, tliet mija u tlieta u tletin ewro u sebgħa u għoxrin ċenteżmu (€146,333.27).

Illi s-soċjetà esponenti, ossija 35° 14° Capital SCC plc (C 1054717), akkwistat mingħand is-soċjetà Bank of Valletta p.l.c. id-drittijiet, it-titoli, l-interessi, u l-benefiċċji kollha, inkluż id-drittijiet litigjużi fil-konfront tad-debitur. Dan sar skont ir-rikors datat 12 ta' Ġunju 2024, hekk kif ippreżentat mill-Avukat Kristina Friggieri f'isem l-istess soċjetà esponenti.

Illi l-esponent irrefera u għamel evalwazzjoni tar-rikorsi msemija, tad-dokumenti annessi magħhom, kif ukoll tal-kontenut kollu rilevanti fil-proċessi in kwistjoni.

Illi l-inkarigu tal-esponent jikkonċerna dak indikat fil-verbal ċitat, li jiddeskrivi l-proprjetà li għandha tiġi stmata mill-esponent, jiddettalja l-fond, u jipprovdi pjanta tal-fond kif mitlub. Għaldaqstant, l-esponent qed jinkludi pjanta bil-qisien tal-fond, pjanta mir-Reġistru tal-Artijiet flimkien ma' Schedule 8, kif ukoll ritratti tal-istess fond. Barra minn hekk, l-esponent irrefera għall-permessi li jikkonċernaw il-fond, kif elenkat f'dan ir-rapport.

## 2. DESKRIZZJONI TAL-FOND

Din il-proprjetà, b'indirizz Flat 1, Blokkja Numru 85, Triq il-Karmnu kantuniera ma' Triq Titu Brandsma, fil-Fgura, tikkonsisti f'appartament li jinsab fl-ewwel sular ("First Floor"), jiġifieri żewġ sulari 'il fuq mill-livell tat-triq. L-appartament jista' jiġi aċċessat minn komun li għandu l-bieb prinċipali tiegħu jagħti għal fuq Triq il-Karmnu.

Il-komun jikkonsisti f'kuritur li jwassal għal taraġ u bokka tal-lift. L-istess komun huwa "finished" b'art magħmula minn ċeramika u taraġ irĥamat b'pugaman tal-aluminju. Il-bokka tal-lift bħalissa hija magħluqa temporanjament b'folji tal-injam peress li l-lift qatt ma ġie installat (ara ritratt R4, R5 u R6). Il-komun jipprovdi aċċess għall-appartament in kwistjoni, għal appartament ieħor fit-tieni sular ("Second Floor"), kif ukoll għall-bejt fejn hemm "washroom".

Taħt l-appartament hemm ukoll maisonette 'il fuq mit-triq ("elevated ground floor") li għandu l-entratura tiegħu minn Triq Titu Brandsma, kif ukoll garaxx u uffiċċju b'entraturi separati mill-istess triq ("semi-basement").

L-appartament in kwistjoni, jiġifieri Flat 1, jikkonsisti fl-imsemmija kmamar:

- f'kamra maħsuba bħala "kitchen/living/dining" b'qisien ta' madwar 7.54x3.6m, li tinkludi gallarija li tħares għal fuq Triq Titu Brandsma; (ara ritratti R8 u R9)
- kamra tas-sodda b'qisien ta' madwar 3.55x3.75m (ara ritratt R10)
- kamra tas-sodda b'qisien ta' madwar 3.60x3.60m (ara ritratt R11)
- kamra tas-sodda oħra b'qies ta' madwar 4.30x5.00m, tinkludi "ensuite" b'qies ta' 1.17x2.80m u gallarija oħra li tħares għal fuq Triq il-Karmnu; (ara ritratt R13 u R14)
- u kamra tal-banju separata b'qisien 1.96x2.97m (ara ritratt R12)

L-istess proprjetà tgawdi mis-servitu' ta' xaft fejn hemm il-komunikazzjoni għall-provvista tal-ilma u d-drenagg tal-kamra tal-banju u tal-"ensuite". L-appartament jinsab fi stat ta' gebel u saqaf ("shell form"), huwa espost għall-elementi, u jidher li qatt ma ġie abitat, abbażi tal-ispezzjoni viżwali tal-esponent.

Il-proprjetà għandha qies totali ("footprint") ta' madwar 110 metru kwadru (110 sq.m) u tinsab mibnija fuq għoli ta' ħdax-il filata, li jikkorrispondi għal madwar żewġ metri u ħamsa u disgħin centimetru (2.95m) mill-konkos tal-art sal-konkos tas-saqaf. Fl-ispezzjoni viżwali mwettqa mill-esponent, ma ġew innutati ebda ħsarat strutturali.

Skont l-att tal-akkwist datat is-sittax ta' Ġunju tas-sena elfejn u tmienja (16/06/2008), l-imsemmi fond ma jinkludix l-arja tal-bejt, iżda nxtara bid-dritt li jiġu installati tank tal-ilma u dixx tas-satellita, kif ukoll bid-dritt għall-aċċess fejn ikun hemm bżonn ta' manutenzjoni u/jew tiswija ta' ħsarat tal-istess installazzjoni. Fl-istess att hija inkluża dikjarazzjoni li l-imsemmi fond inxtara hieles minn kull xorta ta' ċens jew piżijiet oħra li jistgħu jikkompromettu jew jillimitaw l-użu tiegħu. Il-proprjetà nbriet skont il-permess u l-emendi relatati b'riferenza PA/03678/07 u, b'mod ġenerali, hija konformi mal-liġijiet sanitarji fis-sehħ, kif ġie kkonfermat mill-esponent permezz tal-ispezzjoni mwettqa. Il-proprjetà tinsab fiż-żona residenzjali, kif indikat fil-Policy Map FG1 tal-pjan lokali, li qed jiġi anness ma' dan ir-rapport fis-sezzjoni 4.

Minhabba l-fatt li l-proprjetà tiffirma parti minn blokka residenzjali, b'entrata u spazji komuni, u meta jitqiesu l-liġijiet u l-policies tal-ippjanar preżenti, l-esponent tekniku ma jqisx li hemm potenzjal għal żvilupp addizzjonali u/jew bidla fl-użu tal-istess fond minn dak residenzjali.



### 3. VALUTAZZJONI

L-esponent jiddikjara li l-valutazzjoni hija bbażata fuq il-metodu kumparattiv ("comparative method"). Dan il-metodu jinvolve riċerka dwar il-valur ta' proprjetajiet simili fil-viċinanzi tal-fond in kwistjoni. Dawn il-proprjetajiet ġew ikkunsidrati validi minħabba l-karatteristiċi u l-qies tagħhom meta mqabbla ma' din il-proprjetà, u s-sorsi ta' din l-informazzjoni jinkludu siti ta' aġenti tal-proprjetà lokali.

Madankollu, l-esponent żamm id-diskrezzjoni li jagħmel aġġustamenti mehtieġa sabiex jiġi determinat il-valur tas-suq proprju tal-proprjetà, fejn l-istat tal-fond kif ukoll dak tal-komun ġew meqjusa bħala parametri importanti għal din il-valutazzjoni.

Wara li l-esponent ikkunsidra l-fatturi kollha msemmija f'dan ir-rapport, hija l-opinjoni professjonali tiegħu li l-valur tal-proprjetà b'indirizz Flat 1, Blokkja Numru 85, Triq il-Karmnu kantuniera ma' Triq Titu Brandsma, fil-Fgura, fl-istat preżenti ta' ġebel u saqaf ("shell form") fis-sena 2024, huwa ta' mitejn u hamsa u għoxrin elf euro - €225,000.

Għaldaqstant, l-esponent, fil-qadi tal-inkarigu fdat lilu, għandu l-unur jippreżenta dan ir-rapport għad-diskrezzjoni tal-Onorabbli Qorti.



**PERIT CLIVE BORG BONACI**  
ARCHITECT  
6D, DANJA BLOCK D,  
TRIQ IS-SALVATUR, ATTARD  
MOB: +356 79201037

Perit Clive Borg Bonaci – Numru tal-Warrant: 1035

M.Arch (Melit), B. SC. Built Environment (Hons) (Melit), Dip. Foundation Studies (Melit)

Illum <u>27 DEC 2024</u>
Deher: Il-Perit Legali / Tekniku: <u>Clive Borg Bonaci</u>
Li wara li ddikjara li ttrallat l-ammont illi dovur. halef/halfet li qeda/qdlet fedelment u onestament l-inkarigu mogħti lilu/ha.
 Deputat Registratur

MARVIC FARWANA

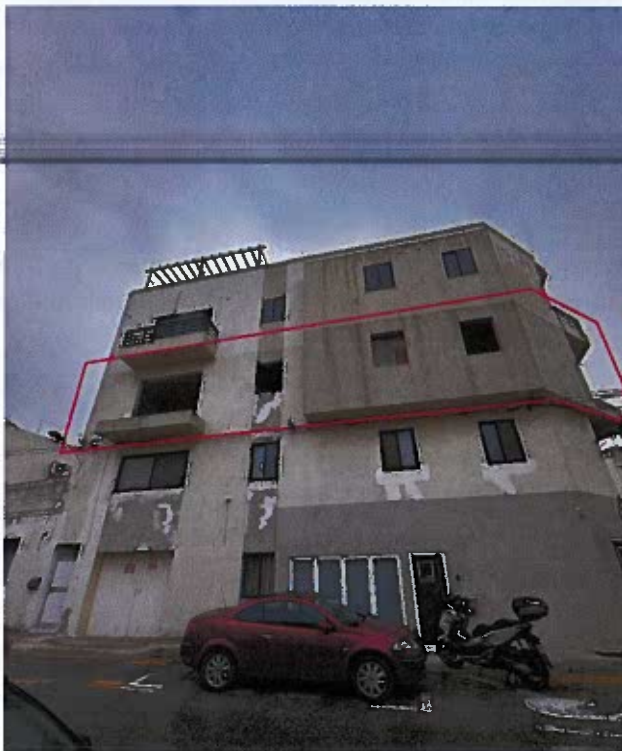
Illum..... 27 DEC 2024

Ippreżentata mill- Perit Clive Borg Bonaci  
B/bla dok. din (9) dokumenti

  
Adrian Malja  
Deputat Registratur

## 4. DOKUMENTI

### i. Ritratti



**R1 – Ritratt Estern minn Triq Titu Brandsma**



**R2 – Ritratt mill-kantuniera**





*R3 – Ritratt minn Triq tal-Karmnu*



*R4 – Ritratt tal-kutitur tal-komun fil-livell tat-triq*



***R5 – Ritratt tat-tarag tal-komun***



***R6 – Ritratt tax-xaft tal-lift blukkat temporanjament***



*R7 – Ritratt juri l-bieb tal-entrata għall-Flat 1*



*R8 – Ritratt juri l-kamra “kitchen/living/dining”*



**R9 – Ritratt juri l-kamra “kitchen/living/dining” u l-gallarija**



**R10 – Ritratt juri l-ewwel kamra tas-sodda li tmiss mal- “kitchen/living/dining”**



*R11 – Ritratt juri t-tieni kamra tas-sodda*



*R12 – Ritratt tal-kamra tal-banju u x-xaft tas-servizzi*



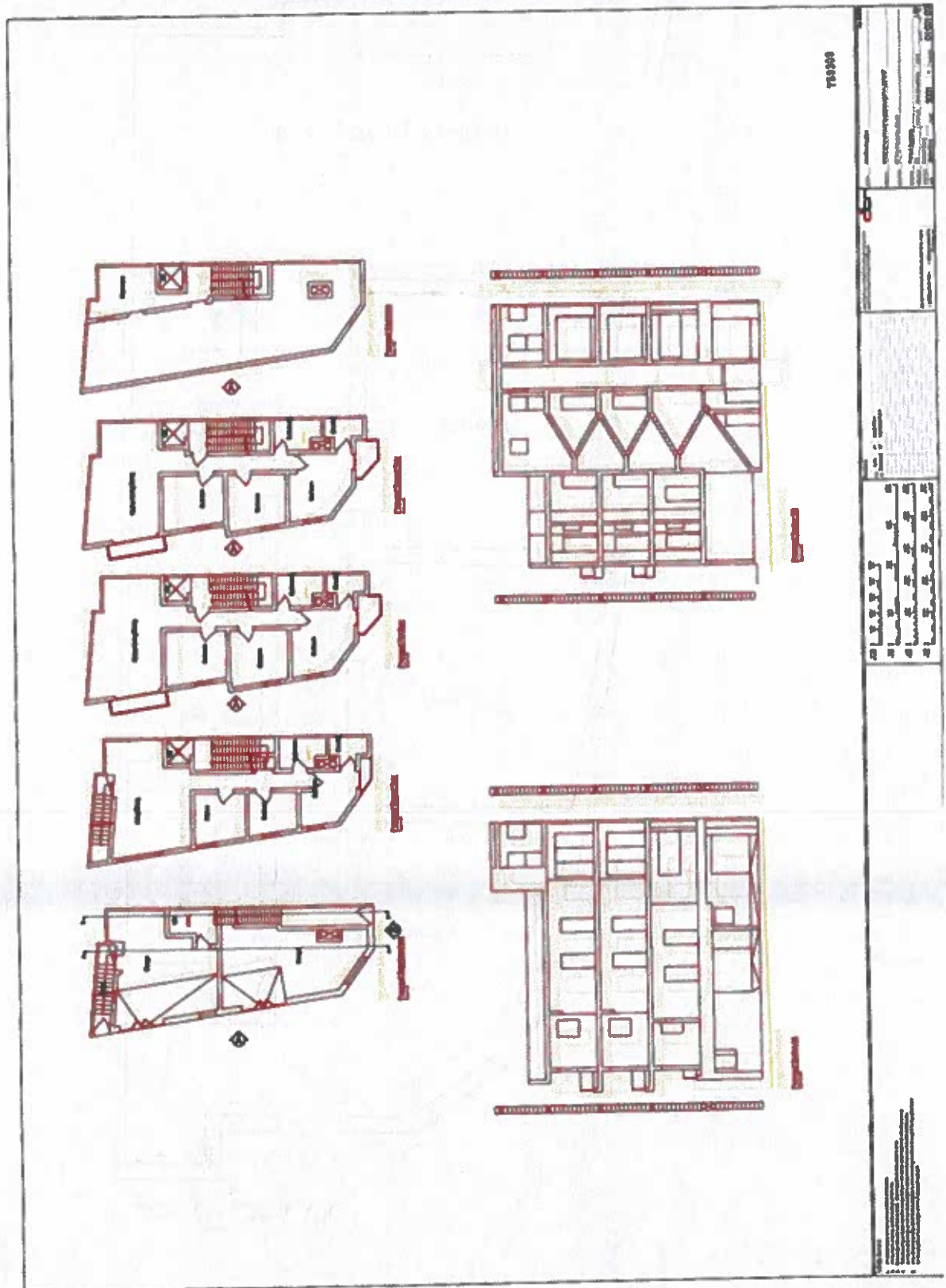


***R13 – Ritratt tal-kamra tal-banju principali***

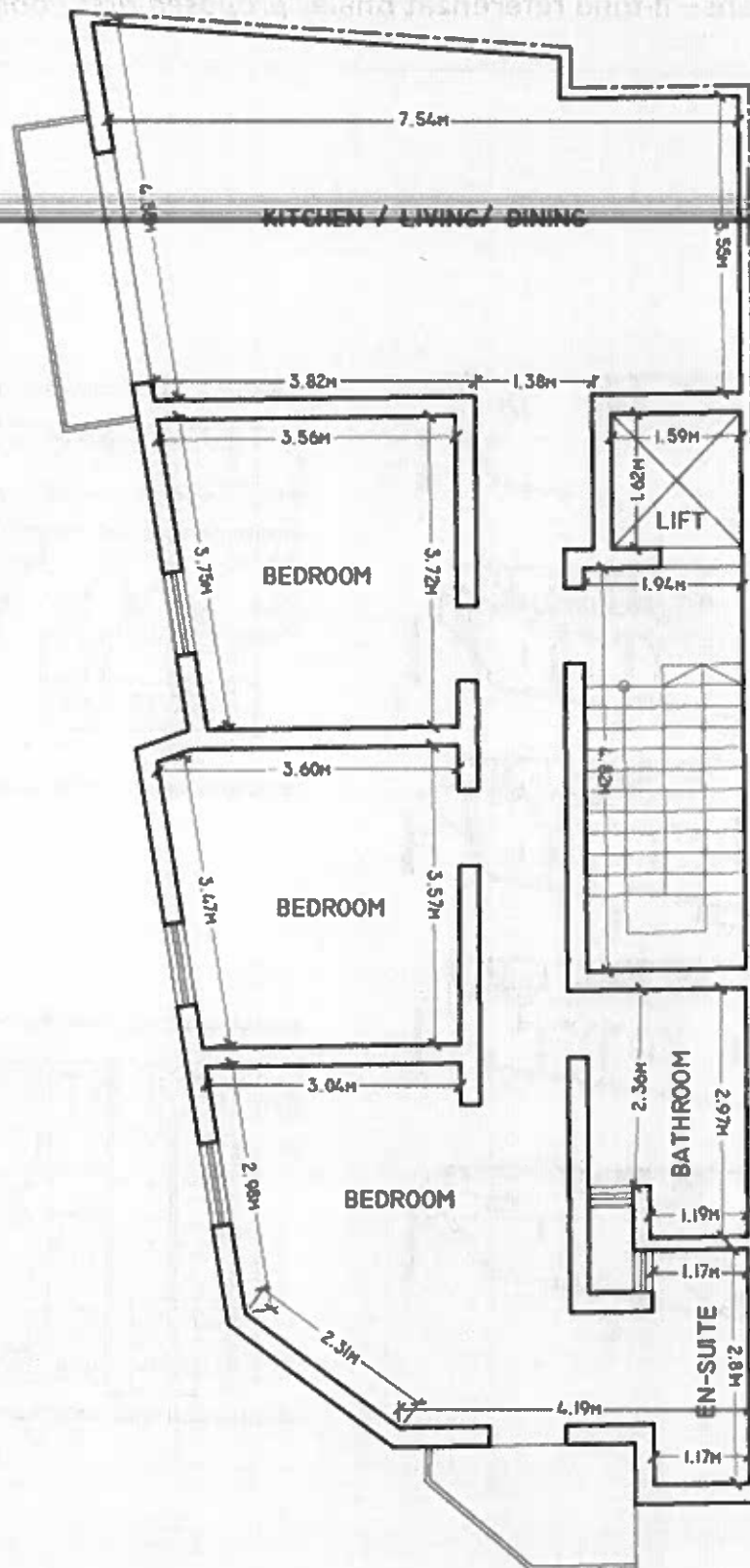


***R14 – Ritratt tal-ensuite, aecessata mill-kamra tas-sodda principali***

- ii. **Pjanti 39b tal-permess PA/0367/07, hekk kif riżultat mir-riċerka tal-esponent – Il-fond referenzat bhala “*proposed first floor.*”**

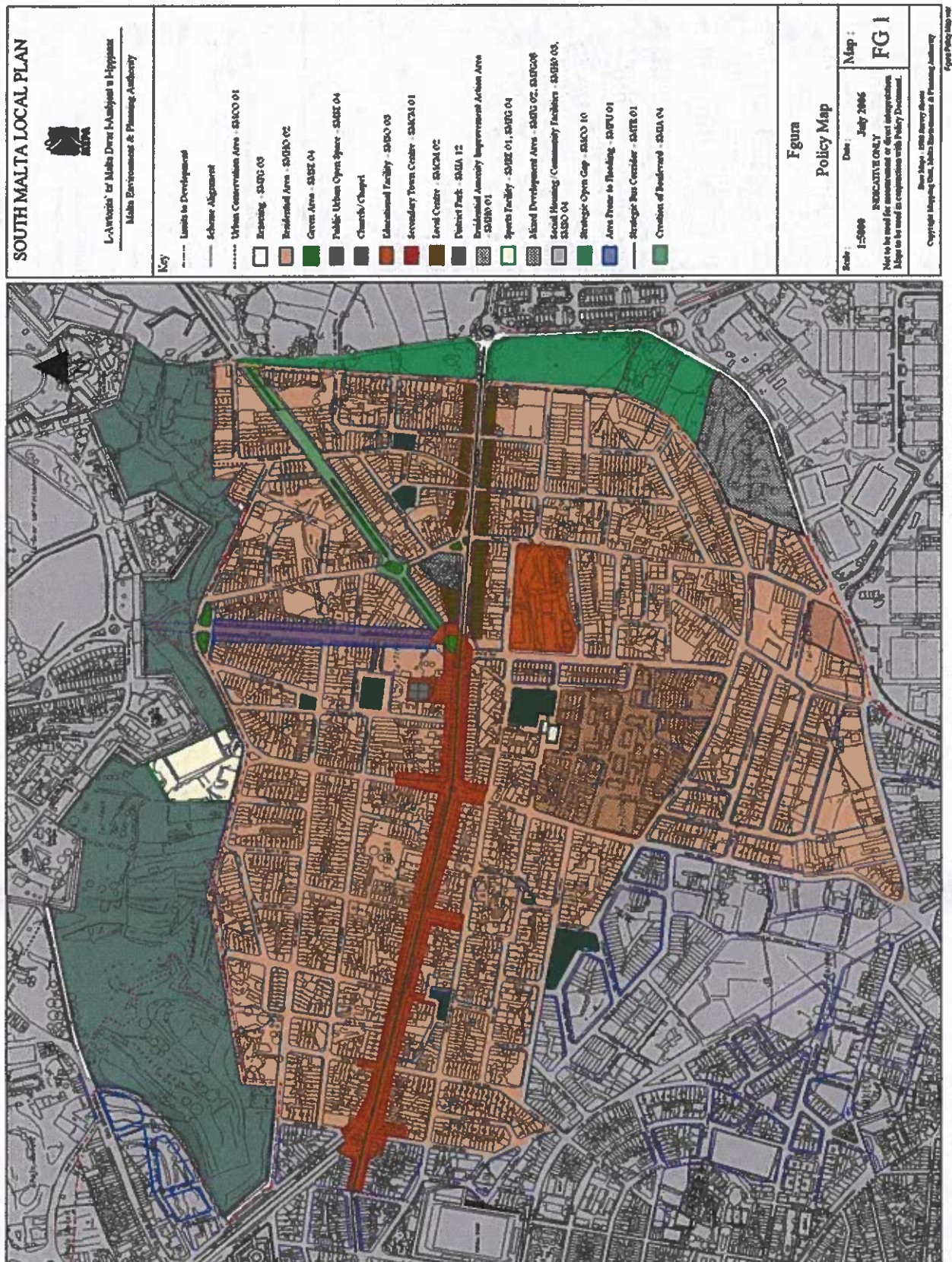


iii. **Pjanta bil-qisien skond kif imkejla mill-esponent**





iv. Mappa FG1 tal-Pjani Lokali





v. Pjanta tar-Registru tal-Artijiet immarkata tindika l-konfini tal-fond

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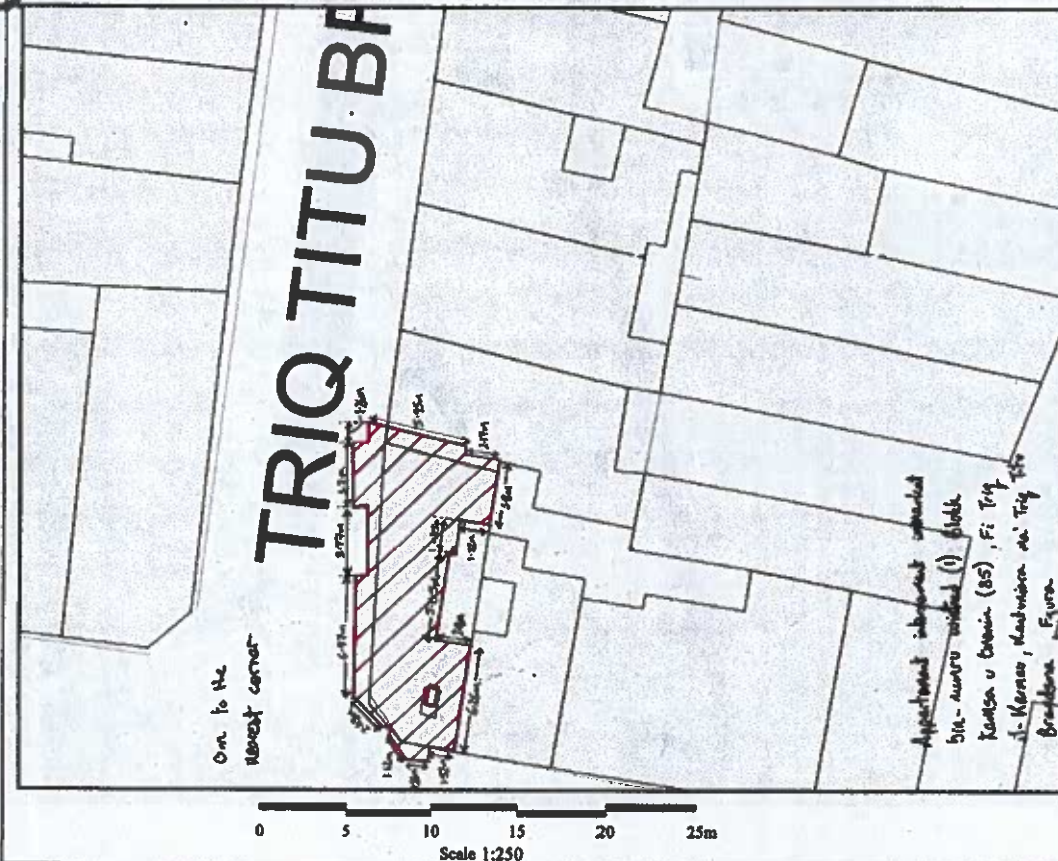
Pjanta tas-Sk 1:2500 Site Plan

**Agenzja għar-Registrazzjoni tal-Artijiet**  
116, Casa Beldina, Triq il-Puerm, Il-Belt Valletta

**Land Registration Agency**  
116, Casa Beldina, Triq il-Puerm, Il-Belt Valletta

Nru tal-Mappa: 375989 E	Polizjoni Contratti: x = 57047 y = 69670	Parti min S.S.: 569	Data: 12/12/2024
Map Number:	Coarse Coordinates:	Extracted from S.S.:	Date:
Perit:	Architect:	Qies (metri kwadrati): Area (square metres):	c. 106 m <sup>2</sup>
Timbru tal-Perit:	Architect's Stamp:	Firma u l-Applikant: Applicant's Signature:	
			LR 382297
			Data imballata Fee Paid

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Scale 1:250

Full ownership of apartment hereby

noted 1 and adjoining boundaries (c. 106 m<sup>2</sup>)

Scale 1:250

noted 1 and adjoining boundaries (c. 106 m<sup>2</sup>)

Scale 1:250

noted 1 and adjoining boundaries (c. 106 m<sup>2</sup>)

Scale 1:250

noted 1 and adjoining boundaries (c. 106 m<sup>2</sup>)

Scale 1:250

noted 1 and adjoining boundaries (c. 106 m<sup>2</sup>)



vi. Eighth Schedule



OFFICE OF  
THE COMMISSIONER  
FOR REVENUE

## EIGHTH SCHEDULE

### PHYSICAL ATTRIBUTES OF IMMOVABLE PROPERTY

Locality	Figura
Address	Appartament internament imMarkat bil-numru wickat (1), Blokka karso u tnein (85), Fi Triq il-Karmu, Kantuniera ma' Triq Titu Brandsma, Figura
Total Footprint of Area Transferred*	110.6 m <sup>2</sup>

### TICK WHERE APPLICABLE (Tick one box in each case except where indicated otherwise)

Type of Property	<input type="checkbox"/> Villa	<input type="checkbox"/> Semi-Detached	<input type="checkbox"/> Bungalow	<input checked="" type="checkbox"/> Flat/Apartment
	<input type="checkbox"/> Penthouse	<input type="checkbox"/> Mezzanine	<input type="checkbox"/> Maisonette	<input type="checkbox"/> Farmhouse
	<input type="checkbox"/> Terraced House	<input type="checkbox"/> Ground Floor Tenement		
Age of Premises	<input checked="" type="checkbox"/> 0-20 years	<input type="checkbox"/> Over 20 years	<input type="checkbox"/> Pre WWII	
Surroundings	<input type="checkbox"/> Sea View	<input type="checkbox"/> Country View	<input checked="" type="checkbox"/> Urban	
Environment	<input checked="" type="checkbox"/> Quiet	<input type="checkbox"/> Traffic	<input type="checkbox"/> Entertainment	<input type="checkbox"/> Industrial
State of Construction	<input checked="" type="checkbox"/> Shell	<input type="checkbox"/> Semi-Finished**	<input type="checkbox"/> Finished**	
Level of Finishes	<input type="checkbox"/> Good	<input type="checkbox"/> Adequate	<input type="checkbox"/> Poor	No finishes
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 checked="" type="checkbox"/> No Garage	<input type="checkbox"/> One car Garage	<input type="checkbox"/> Two Car Garage	<input type="checkbox"/> Multi Car Garage
Airspace	<input type="checkbox"/> Ownership of Roof	<input checked="" type="checkbox"/> No Ownership of Roof	<input type="checkbox"/> Shared Ownership	

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

\*\* Includes \*\* plus bathrooms and apertures

\*\* Includes plastering, electricity, plumbing and floor tiles

Date: 20/12/2024	Perit's Signature:
Warrant Number: 1035	Rubber Stamp: <b>PERIT CLIVE FENECH BONACI</b> ARCHITECT ED. DAHLIA BLOCK D, WIGGIES-SALVATUR, ATTARD NICB: +356 79201037

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www.cfr.gov.mt

**vii. Kopja tal-Att tal-Akkwist**

Today the Sixteenth July two thousand and Eight.

Before me Doctor of Laws Joseph Lia a Notary Public in Malta, duly admitted and sworn, have personally appeared duly identified by me by means of the herein mentioned official documents.

**Of the One Part:-**

Vincent Luzzon, manager, son of the late Felix and Filomena nee Mifsud born in and residing at Zabbar having Identity Card number 780954 (M) who is appearing hereon for and in representation of Bank of Valletta plc, duly authorised, to appear hereon hereinafter, referred to as "the Bank".

**Of the Second Part:-**

Carlos Aquilina, self-employed unmarried son of Carmel and of Josephine sive Josette nee Muscat born in Pieta' and residing at Fgura and having Identity Card number 500489 (M), hereinafter referred to as "the Customer" or "the Purchaser" as the case may be.

**Of the Third Part:-**

Nazzareno Muscat, pensioner, son of the late Vincenzo and of the late Evangelista nee Galea born in Tarxien and residing at Fgura and having Identity Card number 291429 (M) and his wife Rita Muscat daughter of the late Carmelo Grech and of the late Giovanna nee Mifsud born in Saint Julians and residing at Fgura and having Identity Card number 623136 (M), together jointly and in solidum between them, hereinafter referred to as "the Vendors".

And whereas the Customers have requested the Bank to grant them on loan the sum of one hundred and sixteen thousand four hundred and sixty-nine euro (€116,469), which sum is to be used as to the sum of one hundred and four thousand eight hundred and twenty-two euro (€104,822) so that he may purchase the immovable property at Fgura, described hereunder and purchased by virtue of the second part of this deed and as to the balance of eleven thousand six hundred and forty-seven euro (€11,647) so that he may pay the contractors and workmen involved in the continuation of construction of the same immovable property at Fgura, described hereunder and purchased by virtue of the same deed, and as security the Customer has offered the Bank a General Hypothec over all his property in general present and future, a Special Hypothec over the property at Fgura, described and purchased by virtue of the second part of this deed and this over and above the Special Privilege competent to the Bank over the same immovable property at Fgura, described and purchased by virtue of the second part of this deed, in terms of law.





11

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

Now therefore by 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 sixteen thousand four hundred and sixty-nine euro (€ 116,469) hereinafter called "the loan", out of which sum the Customer delegates the Bank which accepts to pay the sum of one hundred and four thousand eight hundred and twenty-two euro (€104,822) to the Vendors in the second part of this deed as part of the purchase price of the immovable property at Fgura, being purchased hereon and described hereunder: the Customer delegates the Bank that accepts to pay the balance of eleven thousand six hundred and forty-seven euro (€11,647) to the contractors and workmen involved in the continuation of construction of the same immovable property at Fgura, described hereunder and purchased by virtue of the same deed and this in terms of Section two thousand and ten of the Civil Code of the Laws of Malta.

In warranty of the proper observance of the conditions of this deed and in particular of the repayment of the loan and the payment of interest accruing thereon, the Customer constitutes in favour of the Bank, which accepts, a General Hypothec over all his property in general present and future, a Special hypothec over the property at Fgura, purchased by virtue of the second part of this same deed and described hereunder and this over and above the Special Privilege competent to the Bank in terms of law over 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 forty years or any extension thereof.

The Bank and the Customer agree that if any one of the conditions listed below occurs, then, or at any time thereafter, the Bank, may, by notice to the Customer, declare the loan to be immediately due and payable, whereupon it shall become so due and payable together with accrued interest thereon and any other amounts then payable under this deed.

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, installments, interest and charges.

In addition, and without prejudice to the Bank's rights mentioned in the paragraph above, if the Customer does not effect repayment as agreed, if the Customer is in default or if the Customer is



otherwise in breach any of the conditions of the sanction letter and/or the deed of loan, the Bank reserves the right to increase the interest rate by a maximum of three per cent (3%) per annum on the full loan amount without giving any further 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 and 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 cents (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.

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

- (a) in the event of changes in market conditions or in banking practice;
- (b) in the event of changes in costs to the Bank;
- (c) if the Customer is in breach of this deed 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 organization offering similar services;
- (g) if any event occurs or circumstances arise which may reasonably affect the performance by the Customer of all or any of the obligations under this deed.

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





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 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 omits to observe any obligations or undertakings expressed to be assumed by him 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 admits inability to pay his debts as they fall due, or commences 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 proposes or enters into any composition or other arrangement for the benefit of his 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 take 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 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 is 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 declare the loan to be immediately due and payable, whereupon it shall become so due and payable together with accrued interest thereon and any other amounts then payable under this deed.

Furthermore, the Customer and the Bank agree as follows:

(1) All fees and expenses in connection with this deed are to be borne by the Customer who further undertakes to refund to the Bank all expenses,



including legal fees and administrative charges made for bringing up to date from time to time the searches into the liabilities and transfers of the Customer and also for maintaining all the Bank's security in good order to the satisfaction of the Bank from time to time.

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

(3) If so requested by the Bank, the Customer undertakes to insure his property against all normal risks with a reputable insurance company, and to have the Bank's interest noted on the relative insurance policy. Furthermore, the Customer authorises the Bank to effect any insurance on the said property as the Bank may deem fit at the Customer's sole expense.

(4) The Customer undertakes to give the Bank full details and all information relating to his 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 property even if these rank after the hypothecs/charges to be registered in favour of the Bank in virtue of this deed; and

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

(6) The undersigned Notary declares after having duly verified at the Land Registry that the immovable/charge is not registrable in terms of law.

The Customer authorises the Bank to apply to the Land Registrar for the registration of the immovable property transferred in the second part of this deed and for the registration of the charge constituted in virtue of this part of the deed should the immovable property become registrable in the Land Registry.

(7) The Customer acknowledges that the Bank has obtained legal advice on the title to the property acquired 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.

(8) The conditions of this deed shall be governed and construed in accordance with Maltese Law and the Maltese courts shall have non-exclusive jurisdiction to any dispute.





In virtue of the second part of this deed, the Vendors together jointly and in solidum between them hereby sell, transfer and convey unto the Purchaser who accepts, purchases and acquires the apartment internally marked with the number one (1) forming part of a block of buildings which consists of two semi basement garages, a maisonette, two apartments and washrooms, which block is numbered eight-five (85) in Triq il-Karmnu, (Carmel Street), corner with Triq Titu Brandsma, Fgura, which block of buildings is built over the site formerly occupied by the house numbered eighty-five (85) formerly numbered forty-three with the letter A (43A) in the same Triq il-Karmnu (Carmel Street), corner with Triq Titu Brandsma, Fgura, which apartment underlies and overlies other properties of the Vendors, which apartment is subject to and enjoys all those servitudes inherent in its position in the said block of buildings, and has the right of perpetual and uninterrupted use with the other apartment forming part of the said block of buildings, of all the common parts and areas pertaining to the said block, amongst which the entrance and entrance hall, the stairwell and staircase up to the roof, but excluding the airspace, which airspace remains the property of the Vendors, which airspace is subject to the right in favour of the Purchaser to fix a water tank of normal size, a television aerial and a satellite dish of normal size on the uppermost roof of the said block, with the right of access to such aerial and dish only in the case of maintenance and repairs, which apartment has the drains and the drainage system in common with the other apartment in the same block, which apartment is exempt from the payment of any annual and perpetual groundrent that may burden the land upon which the said block is constructed, with all its rights and appurtenances and with free and vacant possession.

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 sixteen thousand four hundred and seventy euro (€116,470); the Purchasers have already paid the Vendors the sum of eleven thousand six hundred and forty-eight euro (€11,648); the Bank as delegated by the Customer in the first part of this deed hereby pays the Vendors in full and final settlement of the purchase price the sum of one hundred and four thousand eight hundred and twenty-two euro (€104,822) and the Vendors tender to the Bank and to the Customer due receipt.

(2) The Vendors warrant the peaceful possession and full enjoyment in terms of law of the property hereby transferred by means of a General Hypothec over all their property in general present and future in favour of the Purchaser who accepts same up to the said purchase price.

(3) The Vendors guarantee that the property transferred by virtue of this deed is built according to law and up to a good standard of workmanship and in compliance with the building permits as approved by the competent authorities.



(4) The Vendors guarantee that the immovable property being transferred by virtue of this deed is free from any hypothecs or privileges, free from any expropriation and/or requisition order, and there is no pending litigation regarding the said immovable property.

(5) The Purchaser binds himself not to obstruct the common parts of the said block of buildings.

(6) The Purchaser has neither to pay nor be paid for common party walls, road and drainage contributions/levies have been paid.

(7) The Purchaser binds himself to pay his share for the maintenance and repairs of the common parts, together with the other owners of the units forming part of the said block of buildings and to keep such common areas in a clean condition.

For the purposes of the Duty on Documents and Transfers Act, the Income Tax Act and the Income Tax Management Act, the following is being declared:-

That appearer Nazzareno Muscat acquired the immovable property upon which the said block of buildings is constructed by virtue of a deed of partition in the records of Notary Doctor Carmelo Lia of the twenty-fourth day of April of the year nine thousand nine hundred and seventy-six (24/4/1976).

The duty on this deed amounts to four thousand and seventy-six euro and forty-five cents (€4,764.45).

The Purchaser declares that by virtue of this deed he is purchasing his sole residence, which is being made after I, the undersigned Notary, explained the importance of the truth of such a declaration.

For purposes of the Capital Gains Tax the Vendors hereby declare that they have been living in the said house numbered eighty-five (85) formerly numbered forty-five with the letter A in Triq il-Karmnu, corner with Triq Titu Luzzu, over the site of which the said block of buildings has been constructed, for the last thirty-two years and therefore no tax is being collected.

The Purchaser declares that he qualifies to acquire the immovable property being sold by virtue of this deed without the necessity of a permit for the acquisition of immovable property by non-residents as he declares to be a citizen of the European Union and that he has resided continuously for at least five years in Malta. This declaration is being made after I, the undersigned Notary, explained the importance of the truth of such a declaration.





This deed, the import of which I explained to the contracting parties was done, read and published according to law in Malta, Valletta, Palace Square number one - stroke five in the Housing Finance Division of the Bank.

Signed:- N.Muscat  
 Rita Muscat.  
 Carlos Aquilina.  
 V. Lanson.  
 Dr Joseph Lia.  
 Notary Public of Malta.

True copy from my records.  
 Today the 16<sup>th</sup> July 2008.



18

THE UNIVERSITY OF CHICAGO  
LIBRARY  
540 EAST 57TH STREET  
CHICAGO, ILL. 60637

THE UNIVERSITY OF CHICAGO  
LIBRARY  
540 EAST 57TH STREET  
CHICAGO, ILL. 60637



## EIGHTH SCHEDULE

### PHYSICAL ATTRIBUTES OF IMMOVABLE PROPERTY

Locality	Fgura
Address	Appartament internament imMarkat bia-nemru wicked (1), Blokka kamra u tnenin (85), Fi Trig il-Karmru, Kantuniera ma' Trig Titu Brandsma, Fgura
Total Footprint of Area Transferred*	110.6 m <sup>2</sup>

### TICK WHERE APPLICABLE (Tick one box in each case except where indicated otherwise)

Type of Property	<input type="checkbox"/> Villa	<input type="checkbox"/> Semi-Detached	<input type="checkbox"/> Bungalow	<input checked="" type="checkbox"/> Flat/Apartment
	<input type="checkbox"/> Penthouse	<input type="checkbox"/> Mezzanine	<input type="checkbox"/> Maisonette	<input type="checkbox"/> Farmhouse
	<input type="checkbox"/> Terraced House	<input type="checkbox"/> Ground Floor Tenement		
Age of Premises	<input checked="" type="checkbox"/> 0-20 years	<input type="checkbox"/> Over 20 years	<input type="checkbox"/> Pre WWII	
Surroundings	<input type="checkbox"/> Sea View	<input type="checkbox"/> Country View	<input checked="" type="checkbox"/> Urban	
Environment	<input checked="" type="checkbox"/> Quiet	<input type="checkbox"/> Traffic	<input type="checkbox"/> Entertainment	<input type="checkbox"/> Industrial
State of Construction	<input checked="" type="checkbox"/> Shell	<input type="checkbox"/> Semi-Finished**	<input type="checkbox"/> Finished***	
Level of Finishes	<input type="checkbox"/> Good	<input type="checkbox"/> Adequate	<input type="checkbox"/> Poor	No finishes
Amenities Tick as many as appropriate	<input type="checkbox"/> With Garden	<input type="checkbox"/> With Pool	<input type="checkbox"/> With Lift	<input type="checkbox"/> With Basement
	<input checked="" type="checkbox"/> No Garage	<input type="checkbox"/> One car Garage	<input type="checkbox"/> Two Car Garage	<input type="checkbox"/> Multi Car Garage
Airspace	<input type="checkbox"/> Ownership of Roof	<input checked="" type="checkbox"/> No Ownership of Roof	<input type="checkbox"/> Shared Ownership	

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

\*\*\* Includes \*\* plus bathrooms and apertures

\*\* Includes plastering, electricity, plumbing and floor tiles

Date: 20/12/2024

Perit's Signature:

Warrant Number: 1035

Rubber Stamp:

PERIT CLIVE BORG BONACI  
ARCHITECT  
6D, DAHLIA BLOCK D,  
TRIGIS-SALVATUR, ATTARD  
MOB: +356 79201037



# INVOICE

INVOICE NO. 12345  
DATE: 12/12/2023

TO: Mr. John Doe, 123 Main St, New York, NY 10001

FROM: ABC Company, 456 Elm St, New York, NY 10002

AMOUNT: \$1,234.56



ITEM NO. | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL PRICE

001	Item 1 Description	10	123.45	1,234.50
002	Item 2 Description	5	246.90	1,234.50
003	Item 3 Description	2	617.25	1,234.50
004	Item 4 Description	1	123.45	1,234.50
005	Item 5 Description	3	411.50	1,234.50
006	Item 6 Description	4	308.63	1,234.50
007	Item 7 Description	6	205.75	1,234.50
008	Item 8 Description	8	154.31	1,234.50
009	Item 9 Description	10	123.45	1,234.50
010	Item 10 Description	12	102.88	1,234.50

INVOICE TOTAL: \$1,234.56  
TAX: \$123.45  
TOTAL DUE: \$1,358.01

TERMS: Net 30 Days. Payment due by 01/10/2024.

Bank of America, New York, NY 10001

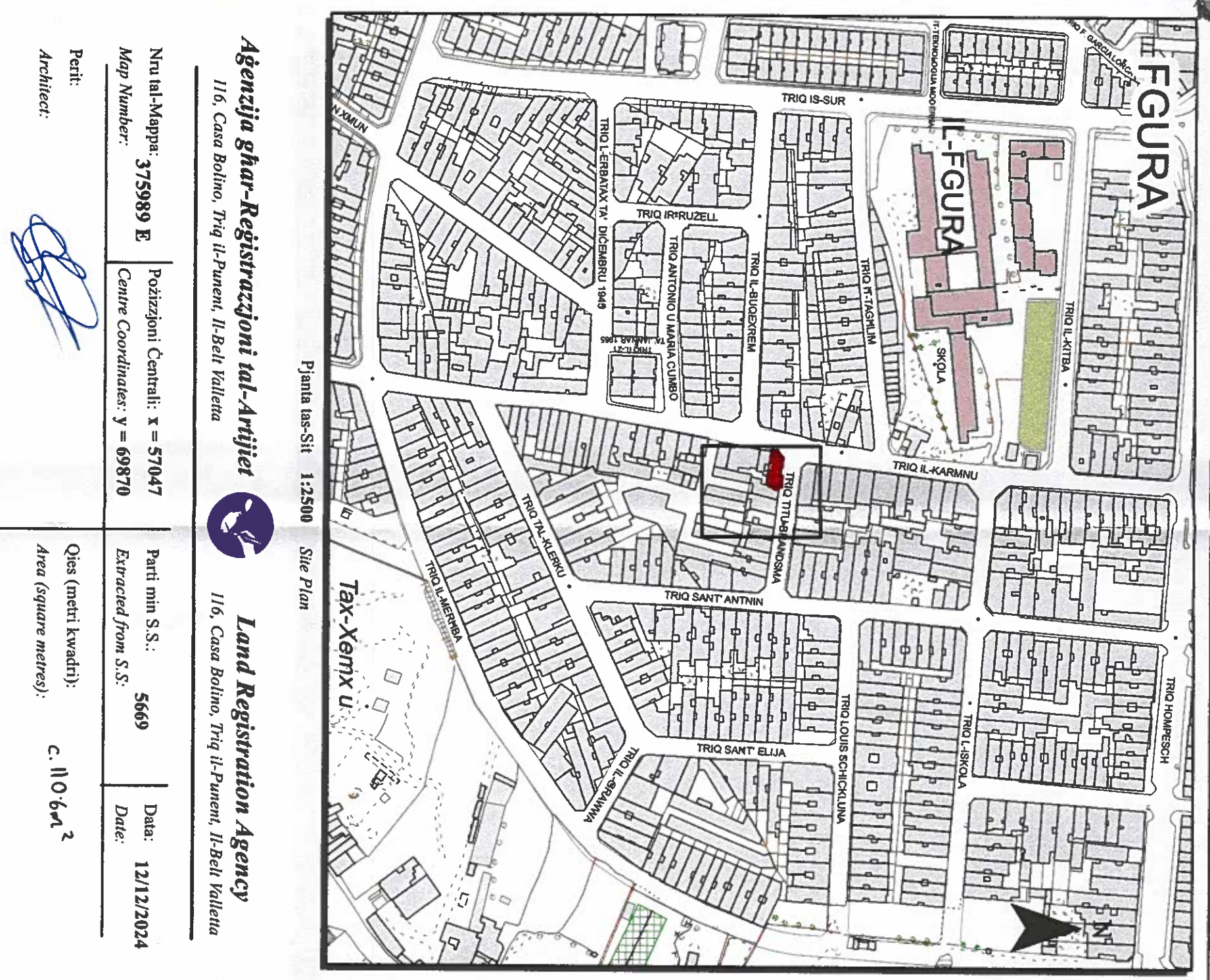
For more information, please contact our sales department.

Thank you for your business!

ABC Company, Inc.

123 Main St, New York, NY 10002





**Pjanta las-Sit 1:2500 Site Plan**

**Aġenzija għar-Registrazzjoni tal-Artijiet**

116, *Casa Bolino, Triq il-Purem, Il-Bell Valletta*



***Land Registration Agency***

**Nru tal-Mappa: 375989 E**  
**Map Number:**

**Pozizzjoni Centrali: x = 57047**  
**Centre Coordinates: y = 69870**

Parti min S.S.: 5669  
 Extracted from S.S.:

**Date:** 12/12/2024  
**Date:**

**Perit:**

**Architect:**

Area (square metres):  
c. 110.6m<sup>2</sup>

**Timbru tal-Perit:**

*Architect's Stamp:*

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

**FERT CLIVE BORG BONACI**

6D, DAHLIA BLOCK D,  
TRIQUIS-SALVATUR, AITARD  
MOB: +356 73324007

LR 382297

**Dritt imhallas  
Fee Paid**



[illegible]



Andrea Borg  
57, Borg Bonaci Architecture  
Triq il-Kanonku Bonnici  
Hamrun  
HMR 1075  
Malta

## Cash Sale

12/12/2024

375989E

No of Copies	1
Fee Per Site Plan	€6.00
-----	
Total	€6.00
-----	

Land Registration Agency  
116, Casa Bolino  
Triq il-Punent  
Il-Belt Valletta  
VLT 1535

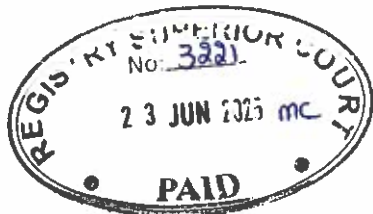
Tel: +356 21239777, 25904700

Email: [enquirieslandregistry@gov.mt](mailto:enquirieslandregistry@gov.mt)

[www.landregistryplans.gov.mt](http://www.landregistryplans.gov.mt)

[illegible]

NOTA KORRETTORJA / ADDIZZJONALI DWAR IS-SUBBASTA NRU. 37/2024



Subbasta Immobbli Nru: 37/2024 fl-ismijiet:

35°14° Capital SCC p.l.c. (C105417)

vs.

Carlos Aquilina (KI 0500489M)

B'referenza għar-rapport tiegħi bid-data tat-23 ta' Diċembru 2024 nixtieq nikkjarifika illi d-deskrizzjoni kompluta tal-immobbli soġġett għas-subbasta de quo ai termini tal-att tal-akkwist datat is-sittax ta' Lulju, tas-sena elfejn u tmienja (16.07.2008) fl-atti

tan-Nutar Dr Joseph Lia hija s-segwenti:

- L-appartament fi stat ta' ġebel u saqaf, internament immarkat bin-numru wieħed (1), li jinsab fl-ewwel sular (first floor) u li jifforma parti minn blokk ta' bini nnumerat ħamsa u tmenin (85) fi Triq il-Karmnu, kantuniera ma' Triq Titu Brandsma, il-Fgura. L-appartament huwa sottostanti u sovrastanti proprjeta' ta' terzi, bi dritt ta' użu perpetwu u mhux interrott mal-appartamenti l-oħra fl-istess blokk fosthom il-kuritur li jwassal għal taraġ u bokka tal-lift u jgawdi minn servitu ta' xaft fejn hemm il-komunikazzjoni għal provista tal-ilma u d-drenagg tal-kamra tal-banju u tal-ensuite, mingħajr l-arja tal-bejt, iżda mixtri bid-dritt li jiġu installati tank tal-ilma u dixx tas-satellita, kif ukoll bid-dritt għall-aċċess fejn ikun hemm bżonn ta' manutenzjoni u/jew tiswiġja ta' ħsarat tal-istess installazzjoni, hieles minn kull xorta ta' ċens jew pizizzjoni oħra li jistgħu jikkompromettu jew jillimitaw l-użu tiegħu u dan kif deskritt fl-att tal-akkwist datat is-sittax ta' Lulju, tas-sena elfejn u tmienja (16.07.2008) fl-atti tan-Nutar Dr Joseph Lia u stmat li jiswa' mitejn u ħamsa u għoxrin elf ewro (€225,000).

Nixtieq ukoll nikkoreġi żball fid-data tal-att tal-akkwist, billi nikkonferma illi d-data korretta hija dik tas-sittax ta' Lulju, tas-sena elfejn u tmienja (16.07.2008), fl-atti tan-Nutar Dr Joseph Lia.

Perit Clive Borg Bonaci – Numru tal-Warrant: 1035

M.Arch (Melit), B. SC. Built Environment (Hons) (Melit), Dip. Foundation Studies (Melit)

Data: 23 ta' Ġunju 2025

Ilum 23 ta' Ġunju 2025  
Deher/żet Perit Clive Borg Bonaci  
Karta tal-Identita Nru 105691 MS  
Halef/batet din in-nota/rikors/risposta/ ittra  
uffiċjali/manda/affidavit/att wara li  
giet iffirmat u moqrija lill-Qorti.

Adrian Mallia  
Deputat Registratur

Żenit 23 JUN 2025

Ippreżentata mill- Perit C. B. Bonaci

B/blu dok 1 dokumenti

RA

Adrian Mallia  
Deputat Registratur