

Fil-Prim' Awla tal-Qorti Ċivili

**Fl-Atti tas-Subbasta Nru 23/2020**

**APS Bank plc**

**vs**

**Alu Care Holdings Limited**



**Relazzjoni tal-Perit Tekniku**

Perit Carmel Farrugia

B.E.&A (Hons)

Data: 20 ta' Novembru 2020

*pentkan fong...*

Jesponi bir-rispett:

Illi b' digriet tal-Prim' Awla Tal-Qorti Ċivili, l-esponent gie nnominat għall-fini ta' deskrezzjoni u valutazzjoni tal-fond in-kwistjoni.

Illi l-esponent irċieva din in-notifika biex jiġbor l-inkartament relattiv ma' dan il-każ mid-data 21 ta' Settembru 2020.

Illi l-esponent kellu jippreżenta r-rapport tiegħu sat-23 ta' Novembru 2020.

Illi l-esponent innotifika l-partijiet bil-miktub, permezz ta' ittra registrata mibgħuta fis-6 ta' Ottubru 2020, biex jinfurmahom bid-data tal-aċċess li kellu jsir fl-14 ta' Ottubru 2020, jew f'każ ta' diffikultà, jikkuntattjaw l-esponent biex tinstab data oħra.

Illi l-esponent ipprova jagħmel aċċess fl-14 ta' Ottubru 2020, izda fuq rikjesta tal-intimat u fil-preżenza ta' rappreżentant tal-Bank kreditur, l-aċċess gie rimandat għall-20 ta' Ottubru 2020.

Illi nhar l-20 ta' Ottubru 2020 l-intimat irreżista u ma tax aċċess fuq il-fond in-kwestjoni lir-rappreżentant tal-Bank kreditur.

Illi l-esponent għamel aċċess fuq il-fond in-kwistjoni fl-20 ta' Ottubru 2020.

Illi l-esponent talab kopja tal-aħħar kuntratt tal-akkwist u ta' trasferimenti kif ukoll kopja tal-permessi tal-bini lil-intimat.

Illi l-esponent kien ħa il-qisien neċessarji kif ukoll numru ta' ritratti varjati tal-fond u li ddokumenta l-istat eżistenti ta' l-istess fond kif misjub dakinhar;

Illi l-esponent issottometta r-rapport tiegħu ddatat 20 ta' Novembru 2020.

## DESKRIZZJONI TAL-PROPJETA

L-esponent jissottometti bir-rispett lil din l-Onorabbli Qorti s-segwent i deskrizzjoni u valutazzjoni tal-propjeta in-kwistjoni;

Dan wara li ha in-konsiderazzjoni kull aspekt li jirrifletti l-valur ta' l-imsemmija propjeta inkluż il-lokazzjoni tal-fond, il-kundizzjoni eżistenti u l-istat li jinstab fih, kif ukoll il-pizijiet, kirjiet u jeddijiet oħra, sew reali kemm personali, li seta hemm, li dan il-fond jista jkun suġġett għalihom; kif ukoll kull informazzjoni fuq trasferiment tal-fond u informazzjoni oħra offerti mill-kreditur;

l-esponent għamel aċċess fil-propjeta deskritta bħala:

Blokk bini bla numru ufficjali, pero msemmi Alu Care Buildings, eskluż il-Penthouse fi Triq il-Kappar, il-Mosta, qabel maghrufa bħala Triq ġdida fi Triq in-Naġġar, Mosta, eskluż il-Penthouse li tinstab fit-tielet sular, pero inkluż is-sottosuol, kif murija iddelineata bil-kulur aħmar fuq pjanta tas-sit ghawn taht immarkata fig KF 1. Il-koordinati fiċ-ċentru tal-fond imsemmi huma X 48025, Y 74944.



Fig KF 1.

Il-fond jikkonsisti f' fabbrica li testendi fuq tlett sulari, wiehed minnhom kantina, inkluż uzu ancillari bħall garaxx għall vetturi u spazji għall hażna ta' materjal.

Il-fond jinstgħab f' zona industrijali (SME) skond il-Pjan Lokali kif maħruġ mill-Awtorita Tal-Ippjanar, b' għoli limitat għall tlett sulari u *semi basement*, kif jidher fuq il-pjanti annessi Fig KF 2 u Fig KF3 (Sors Awtorita tal-Ippjanar).

Il-fond huwa mibni skond permess maħruġ mill-Awtorita tal-Ippjanar numru PA/05644/98, kopja annessa DOK KF4.

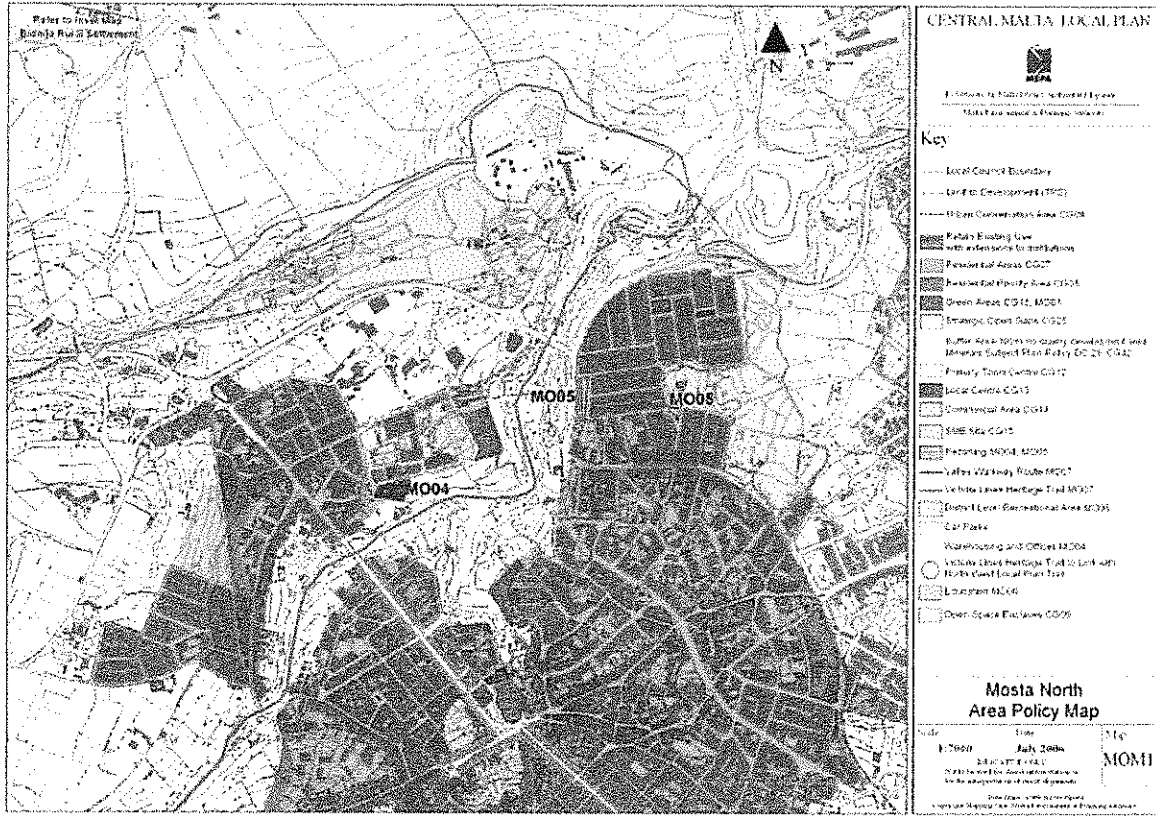


Fig KF2

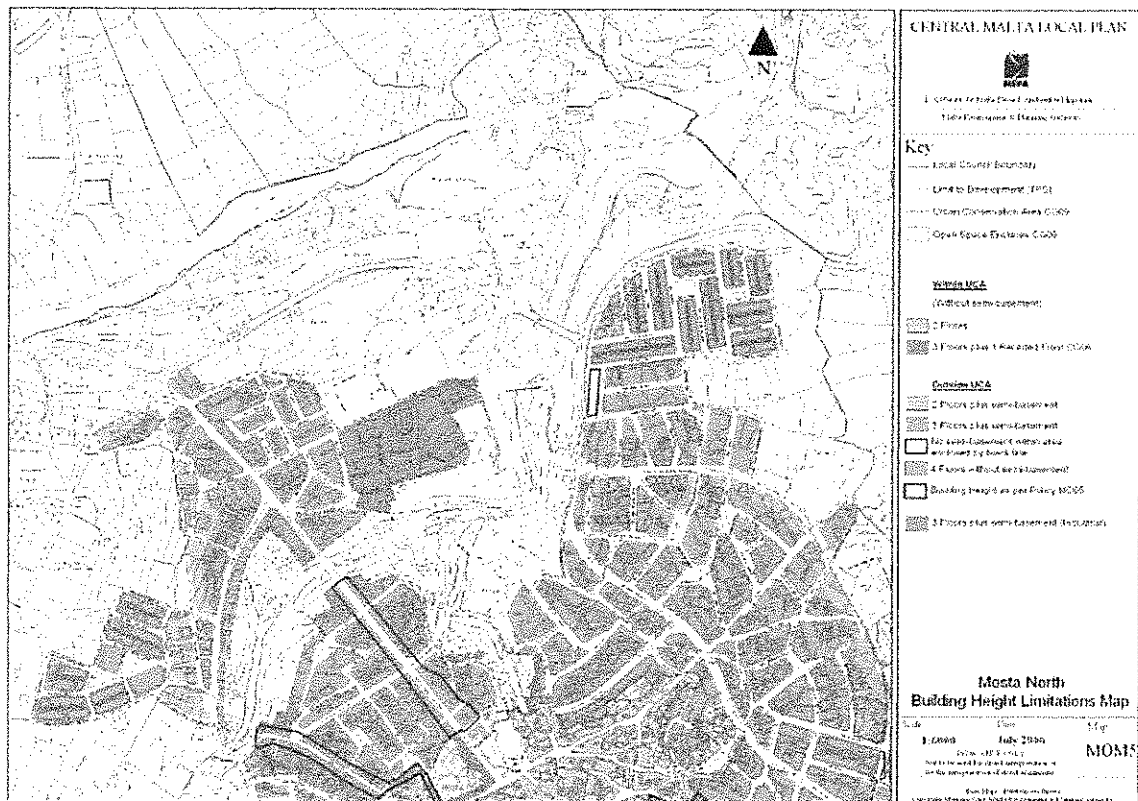


Fig KF3

F' lewwel sular hemm tlett bibien jagħtu għat-triq. Meta wiehed iħares mit-triq lejn il-faċċata tal-fond in-kwestjoni, il-bieb li jinstgħab fuq in-naħa tax-xellug jgħati għall kaxxa tat-taraġ u lift li jipprovdu aċċess vertikali kif ġej: it-taraġ mill lewwel sular il-fuq, il-lift mill kantina il-fuq. Il-bieb li jinstgħab fuq in-naħa tal-lemin jagħti għall rampa li twassal sal-livell tal-art tal-kantina. Il-bieb tan-nofs jagħti għal ġewwa l-fabbrika, li tikkonsisti f' intrata wiesgħa ċirka 3.87m u twila ċirka 5.57m li tintuza wkoll bħala mostra bil-prodotti esibiti fiha. Bieb intern fuq in-naħa tax-xellug jagħti għall kaxxa tat-taraġ. Faċċata tiegħu, bieb ieħor jagħti għar-rampa li twassal sal-kantina. Wara l-intrata hemm spazju ta ċirka 5.64m x 7.38m li mal-ġenb tiegħu jinstgħab platform lift ta' xi 2.5m x 7.3m li jintuza għat-trasport ta' materjal u prodotti. Fuq in-naħa tal-lemin, jinstgħab is-saqaf tar-rampa li fuqu hemm ġenerajter kbir tal-elettriku. Lewwel sular huwa msaqqaf fuq għoli ta ċirka 4m. Wara dan l-ispazju hemm ħanut tax-xogħol ta' ċirka 8.09m x 168.6m li fuq wara tiegħu għal medda ta' ċirka 8.09m x 9.26m huwa msaqqaf f' għoli ta' madwar 1.7m permezz ta' struttura tal-ħadid li tipprovdi bħall raff għall uzu ta' ħażna ta' materjal. Fuq wara nett, taħt ir-raff hemm tieqa kbira, u jinstgħab ukoll wc li għandu is-saqaf baxx u fih tieqa li tħares għall xaft fuq wara tal-blokk. Bejniethom hemm garigor tal-ħadid li fuq wara tiegħu hemm apertura tal-ħġieg li tirċevi id-dawl mix-xaft deskritt għawn fuq. Il-garigor jagħti aċċess għall fuq ir-raff li wara tiegħu hemm żewg kmamar b'soqfa baxxi.

It-tieni sular huwa aċċessibbli kemm mit-taraġ kif ukoll bil-lift.

Il-parti ta' quddiem tat-tieni sular hija msaqqfa min-nofs l-għoli tas-sular bi struttura tal-ħadid u njam li permezz tagħha inholoq mezzanin. Quddiem il-bieb li mill kaxxa tat-taraġ jagħti għat-tieni sular hemm kċina zghira li hija maqtugħa permezz ta' partixin tal-ħġieg u fiha żewg twieqi għat-triq. Barra l-kċina hemm bieb li jagħti għal gallarija miftuha fuq it-triq. Taraġ tal-ħadid jipprovdi access għall mezzanin (circa 6.8m x 5.6m), li jikkonsisti f' ufficcju b'tiqa kbira għat-triq u passagġ li jgħaqad ma raff iehor fuq wara tat-tieni sular. It-tieni sular huwa imsaqqaf fuq għoli ta' ċirka 3.93m.

Wara l-parti ta' quddiem, li tieqaf mal-kaxxa tat-taraġ u l-lift, hemm spazju ta' ċirka 7.2m x 7.38m li mal-ġenb tiegħu jinstgħab il-platform lift diġa deskritt. Wara dan l-ispazju hemm ħanut tax-xogħol ta' ċirka 8.3m x 18.6m li fuq wara tiegħu għal medda ta' ċirka 8.3m x 7.36m huwa msaqqaf f' għoli ta' madwar 2m permezz ta' struttura tal-ħadid li tipprovdi bħall raff għall uzu ta' ħażna ta' materjal. Fuq wara nett, in-naħa tax-xellug hemm kmajrin ta' xi 4m x 1.27m li fih tieqa kbira għax-xaft. Dan il-kmajrin jintuza bħala mahżen. Fuq in-naħa tal-lemin jinstgħab ukoll wc li għandu is-saqaf baxx u fih tieqa li tħares għax-xaft fuq wara tal-blokk. Bejniethom hemm garigor tal-ħadid li fuq wara tiegħu hemm apertura tal-ħġieg li tirċevi id-dawl mix-xaft deskritt għawn fuq. Il-garigor jagħti access għall fuq ir-raff li wara tiegħu hemm żewg kmamar b'soqfa baxxi.



Il-kantina hija aċċessibbli permezz tar-rampa u bil-lift. Fil-kantina, li tinstgħab taħt il-blokk hemm spazju għall parkeġġ ta' vetturi tax-xogħol kif ukoll hanut tax-xogħol. Taħt ir-rampa hemm kmamar li jintużaw bħala mħażen u taħt il-kaxxa tat-taraġ fuq in-naħa ta' quddiem hemm kmajrin li huwa attrezzat bħala doċċa. Twieqi fil-għoli huma mezz ta' ventilazzjoni u dawl naturali li jiġi mit-triq. Fuq wara tal-lift shaft hemm kmajrin li fih l-apparat tal-lift. Fil-hajt ta' wara tal-kantina hemm tliet twieqi u bieb li jagħtu għax-xaft. Taħt il-kantina hemm ġibjun għall hażna tal-ilma tax-xita.

Il-fond jinstgħab f'kundizzjoni tajba, il-ħitan tal-ġebel huma imkaħħlin u s-soqfa tal-konkos huma miksija. L-aperturi esterni huma tal-aluminju bil-ħġieg, għajr il-biebien ta' barra li huma tal-metall. Il-biebien interni huma tal-injam. L-artijiet huma tal-konkos filwaqt illi it-taraġ huwa miksi bil-granit u fih puġġaman tal-aluminju. Il-fond huwa attrezzat b'sistema tad-dawl industrijali li tinkludi mijters ufficjali tad-dawl tal-Enemalta u tal-Ilma tal-Water Services Corporation. Il-fond għandu sistema awtonoma ta' generejter tal-elettriku f'kaz li jinqata d-dawl, kif ukoll b'sistema ta' alarm f'kaz li jkun hemm xi nirien.

Il-propjeta hija kompluta u lesta minn kollox kif qeda tidher fir-ritratti annessi ma' dan l-istess document, RIT KF1 sa KF20.

Skizz tal-pjanti tal-fond in-kwistjoni jinstgħab anness bħala DOK KF1.

**PIŻIJET, KIRJIET U JEDDIJET OĦRA SEW REALI KEMM  
PERSONALI LI DIN IL-PROPJETA HIJA SOĠĠETTA GĦALIHOM.**

l-esponent gie mitlub ifisser il-piżijiet, kirjiet u jeddijiet oħra, sew reali kemm personali, li din il-propjeta hija soġġetta għalihom.

L-informazzjoni għawn taħt imsemmija hija kif mitlub fid-digriet u miġbura mid-dokumentazzjoni mogħotija mal-inkartament, kif ukoll mill-aċċess li sar fuq il-fond, għalhekk l-informazzjoni tiegħdet mill-intimat, sad-data ta'dan id-dokument.

Mill pożizzjoni tal-fond jirriżulta dritt ta' passaggġ reċiproku mal-Penthouse li tinstgħab mibnija fit-tielet sular. Dan jirriżulta għaliex skond id-deskrizzjoni li tinstgħab fil-kuntratt ta' donazzjoni tal-arja li tinstgħab fit-tielet sular tinkludi wkoll 'biċċa art li hija l-entrata għall l-istess arja, tal-kejl ta' tlett metri kwadri ( $3m^2$ )'. Dan id-dritt ta' passaggġ reċiproku jirriżulta għaliex l-art li fuqha hemm mibnija it-taraġ u il-lift li jwasslu mill lewwel sular sat-tielet sular (bl-eċċezzjoni għal-lift li jwassal ukoll sal-livell tal-kantina) huwa ta' ċirka ta' sittax il-metru kwadru ( $16m^2$ ) li jirriżultaw hekk: tliet metri kwadri tat-tielet sular filwaqt li l-erbghatax il-metru kwadru l-oħra tal-propjeta` in-kwistjoni.

## I-AĦĦAR TRASFERIMENT

L-esponent gie mitlub ifisser l-aħħar trasferiment tal-fond in-kwistjoni.

L-esponent talab għal din l-informazzjoni kemm mingħand id-debitur kif ukoll mingħand il-Bank Kreditur.

Sad-data ta' dan ir-rapport, id-debitur ipprovda kopja ta' permess tal-bini kif ukoll kopja ta' kuntratt ta' overdraft mal-Mid Med Bank fl-Atti tan-Nutar John Debono tat-2 ta' Novembru elf disa' mija u tmienja u tmenin anness bhala DOK KF5, filwaqt illi il-kreditur ipprovda kopji ta' ċertifikati kif maħruġa mir-Registru Pubbliku li jindikaw kemm l-akkwist tal-propjeta kif ukoll l-aħħar trasferimenti.

Għalhekk, l-informazzjoni hawn taħt imsemmija hija kif mitlub fid-digriet u miġbura mid-dokumentazzjoni magħotija mill-kreditur, sad-data ta' dan id-dokument.

Il-fond in-kwistjoni huwa mibni fuq art ta' kejl superficjali ta' ċirka tlett mija u tnax punt seba' metri kwadri (312.7 m<sup>2</sup>) b' faċċata ta' disa' metri u sitta u sebghin centimetru (9.76m) fuq triq ġdida mingħajr isem li tisbokka fi Triq in-Naggar, il-Mosta, li tidjieq fuq in-naħa ta' wara għal tminn metri u għoxrin centimetru (8.2m) b' fond approssimattiv ta' tlieta u tletin metru u hamsa u

ħamsin ċentimetru liema art tokkupa parti mit-triq, hekk kif jidher min Nota għall Iskrizzjoni ta' Ipoteka u Privilegg li iġġib in-numru progressiv 5551, għawn taht annessa bħala DOK KF2.

Il-kumpanija kreditriċi issomministrat b' titolu ta' donazzjoni lil Stephan Fenech, fin-negozju bin Paul u Salvina nee Cini, imwield H' Attard u joqogħod ta' Xbiex, l-arja ta' fuq il-fabbrika bl-isem din il-fabbrika ta' "Alu, Care Buildings" (il-fond in-kwistjoni), bla numru fi Triq Ġdida bla isem li tisbokka f'Naggar Street, Mosta, liema blokk imiss mit-tramuntana mat-triq, punent beni ta Francis Sciberras jew is-suċċessuri tiegħu, l-vant beni ta' Maria Vella, jew is-suċċessuri tagħha, jew irjeh verjuri, bid-drittijiet u pertinenzi tagħha kollha, kif ukoll biċċa art li hija l-entrata għall-istess arja, tal-kejl ta' ċirka tlett metri kwadri (3m<sup>2</sup>) u li hija diġa mibnija u tmiss mill irjeh fuq imsemmija u hija ukoll libera u franka, hekk kif jirriżulta min nota Ipotekarja bin-numru 7245, għawn taht annessa bħala DOK KF3.

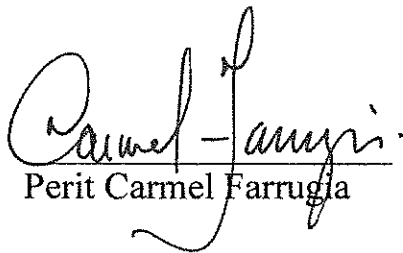
VALUTAZZJONI TAL-FOND

**Bhala riżultat tal-analizi tal-propjeta, hija l-opinjoni tal-Perit Tekniku li:**

**Il-blokk bini bla numru ufficjali, pero' msemmi Alu Care Buildings, eskluż il-Penthouse fi Triq il-Kappar, il-Mosta, eskluż il-Penthouse li tinstab fit-tielet sular, pero' inkluz is-sottosuol qieghed jiġi ivvalutat bil-prezz ta':**

**Disgha Mija u Hamsa u Disghin elf Ewro (€995,000).**

Tant ghandu l-esponent jissottometti għall-ġudizzju ta' din l-Onorabbli Qorti,

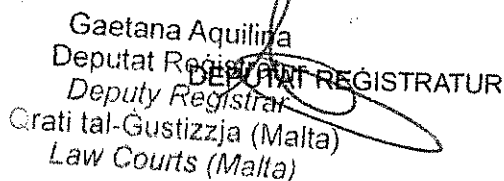
  
Perit Carmel Farrugia

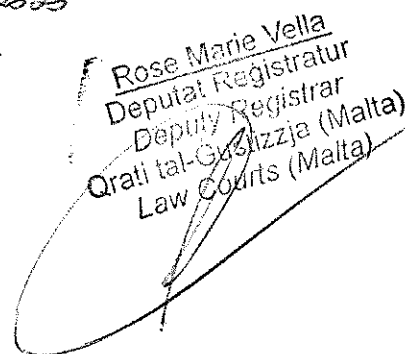
ILLUM..... 23 NOV 2020.....

Ippreżentata mill- A.C. Carmel Farrugia  
B/bla dok. 2 dok wieħed (1) dokumenti

ILLUM..... 04 ta' Dicembru, 2020

DEHER IL-PERIT LEGALI/TEKNIKU Carmel Farrugia  
24457 Q.M. LI HALEF LI QEDA FEDELMENT  
U ONESTAMENT L-INKARIGU MOGHTI LILU

  
Gaetana Aquilina  
Deputat Registratur  
Deputy Registrar  
Qrati tal-Gustizzja (Malta)  
Law Courts (Malta)

  
Rose Marie Vella  
Deputat Registratur  
Deputy Registrar  
Qrati tal-Gustizzja (Malta)  
Law Courts (Malta)



Ritratt tal-faccata tal-propjeta in-kwistjoni

RIT KF1



Ritratt tal-Intrata f' lewwel sular.

RIT KF2



Ritratt tal-fabbrika f' lewwel sular.

RIT KF3





Ritratt li juri in-naħa ta' gewwa tal-fabbrika, il-parti fejn jinstgħab mezzanin f'lewwel sular.

RIT KF4



Ritratt tal-garigor li jinstgħab fuq in-naħa ta' wara tal-fond in-kwistjoni.

RIT KF5



Ritratt tar-rampa li tagħti aċċess mil-livell tat-triq għall kantina.

RIT KF6



Ritratt tal-kantina.

RIT KF7



Ritratt tal-kantina.

RIT KF8



Ritratt tal-kantina.

RIT KF9



Ritratt tad-doċċa li tinstgħab fil-kantina

RIT KF10



Ritratt ta' kamra għall ħażna li tinstgħab fil-kantina

RIT KF11





Ritratt tal-aċċess għal-lift mill kantina.

RIT KF12



Ritratt tal-kaxxa tat-taraġ u lift f' lewwel sular.

RIT KF13



Ritratt tal-kaxxa tat-taraġ u lift fit-tieni sular.

DOK KF14



Ritratt tal-parti ta' quddiem tal-fabbrika li tinstgħab taħt il-mezzanin użat bħala  
uffiċċju fit-tieni sular.

RIT KF15



Ritratt tal-kċina fit-tieni sular.

RIT KF16



Ritratt tal-fabbrika fit-tieni sular bil-mezzanin użat għal hażna ta' materjal.

RIT KF17



Ritratt tal-fabbrika fit-tieni sular bil-mezzanin użat bħal ufficċju.

RIT KF18



Ritratt tad-WC li jinstgħab fit-tieni sular.

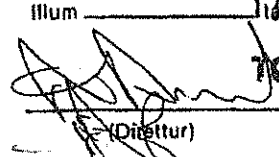
RIT KF19





Ritratt tal-uffiċċju fil-mezzanin tat-tieni sular.

RIT KF20.

<b>Hypothec and Privilege</b>		15551
Nota għal Iskrizzjoni ta' _____		Numru Progressiv _____
Rimarki (għall-użu uffiċjali biss)	_____	
Kreditur:  <p style="text-align: center;"><u>Mid-Med Bank p.l.c.</u></p>		
Debitur: <del>"Alu. Care Mosta" principal debtor and Stephen Fenech, in business, son of Paul and Salvina nee' Cini, born in Attard, and residing, Ta' Xbiex and his wife Christine Fenech, daughter of Carmelo Camilleri and of Maria Dolores nee' Bartolo, born Pietà and residing at Ta' Xbiex and Paul Fenech, in business, son of the late Carmelo and of the late Vincenza nee' Micallef, born in Rabat, Malta and residing at Attard and his wife Salvina Fenech, daughter of Joseph Cini and of Giovanna nee' Parvira, born in Santa Venera and residing at Attard and Kevin Charles Fenech, in</del>		
Kreditu: Sixty-six thousand Maltese liri (Lm66,000) granted on loan by creditor bank to principal debtor, <del>as for the sum of thirty-two thousand Maltese liri (Lm32,000) to be used for the purchase of the plot of land hereunder described, the bank in execution of the delegation made to it by the principal debtor in the same deed, paid to the vendors in full and final settlement of the purchase price of the property hereunder described, as to the sum of thirty-four thousand Maltese liri (Lm34,000) to be used for the completion of the construction of property hereunder described, which loan the debtor delegated the bank to pay the suppliers, contractors and workmen in its absolute discretion in such a way as to conserve in its favour the Special Privilege given to</del>		
Kawża ta' Preferenza: <del>A Special Hypothec and a Special Privilege over:</del> The divided portion of land at Mosta, which forms part of the plot of land marked with letter "D", which <del>divided portion of land</del> is a building site and has a superficial area of approximately three hundred and twelve point seven square metres (312.7 sq.m) and has a facade of approximately thirty two feet (32') equivalent to approximately nine point seventy six metres (9.76m) on a new unnamed street abutting on Triq in-Naggar, Mosta which narrows at the back to twenty-six feet eleven inches (26'11") equivalent to approximately eight point two metres (8.2m) and having a depth of approximately one hundred and ten feet (110') equivalent to approximately thirty three point fifty five metres (33.55m) being the building site proper and half the said new street having		
<b>RECEIVED</b>		
Illum _____ 11 <sup>th</sup> NOV 1999 _____ 19 _____		
 (Direttur)	<b>TODAY</b>  NOT. J. DEBONO	_____ (Firma tal-persuna li tapplika għall-Iskrizzjoni)  Aqleb →

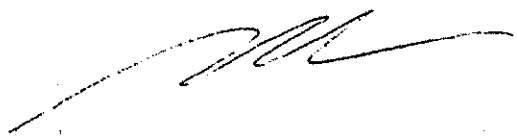
Nota għal Iskrizzjoni ta' _____		Numru Progressiv _____
Rimarki (għall-użu ufficjali biss)		
Kreditur:		
<p><del>Debitor:</del>                  Business, son of Paul and of <sup>A</sup>Malvina nee' Cini, born in Attard and residing at Msida and his wife Maria Lourdes Benach Lautier daughter of Joseph Lautier and of Maria Dolores nee' Frendo, born in and residing at Msida, sureties jointly and severally between themselves and with the principal debtor.</p>		
<p><del>Kreditur:</del>                  by law according to Section two thousand and ten (2010) of the Civil Code Chapter <del>Sixteen (XVI)</del> with interest at rates not exceeding the maximum rate allowed by law to be reckoned in accordance with recognised banking practice which loan is repayable on demand and according to all the other terms and conditions specified in the relative deed in my records of the second (2nd) day of November of the year one thousand nine hundred and ninety-eight (1998).</p>		
<p><del>Kawza ta' Preferenza:</del>                  a superficial area of approximately fifty-one point three two square metres (51.32 sq.m) and measuring approximately thirty two feet (32') equivalent to approximately nine point seventy six metres (9.76m) in width and seventeen feet (17') equivalent to approximately five point eighteen metres (5.18m) in depth, bounded on the North by the said new street from where said plot is accessible, on the West by property of Francis Sciberras or his successors in title and on the East by property of Maria Vella, or her successors in title, or more correct boundaries, free and unencumbered, with all its singular rights and appurtenances, property of the principal debtor; and                  A Special Hypothec for the sum of sixty-six thousand Maltaliri (Lm66,000) over :</p>		
RECEIVED 13 NOV 1999 19 TODAY		
_____ (Direttur)	NOT. J. DEBONO	_____ (Firma tal-persuna li tapplika għall-Iskrizzjoni) Aqleb →

WMS6

CSA


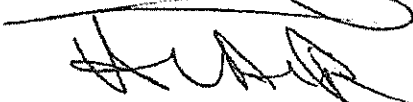
75551

The block of twelve (12) flats and two (2) penthouses without number, named "Kavinstad" in Testaferrata Street, Msida, ~~bounded on the North~~ by property of Baruni Testaferrata, ~~on the South by the said Testaferrata Street~~ and on the East by Carpet Showroom, property of a certain Muscat, or more correct boundaries, property of sureties Paul and Salvina spouses Feneech besides the General Hypothec of both the principal debtor and the sureties, jointly and severally between themselves and with the principal debtor.



RECEIVED

13 NOV 1998

  
TOBAY  


NOT. J. DEBONO

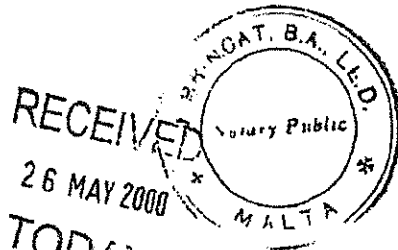
7243-erba u ghoxrin ta April ta sena elfejn (24.4.00).

Il-Kumpanija "en nom collectif" ~~"ALU CARE MOSTA"~~ issomministrat b'titolu ta donazjoni lil Stephan Fenech, fin-negozju bin Paul u Salvina nee Cini, imwieled H'Attard u joqghod ta Xbiex, l-arja ta fuq il-fabbrika bl-isem din il-fabbrika ta "Alu, Care Buildings" bla abunru fi "Fruq" gdida bla isem li tisbokka f'Naggar Street, Mosta, liema blokk imiss mit-tramuntana mat-triq, punent beini ta Francis Sciberras jew is-successuri tieghu, lvant beni ta Maria Vella, jew is-successuri taghha, jew irjeh verjuri, bid-drittijiet u pertinenzi taghha kollha, kif ukoll bicca art li hija l-entratura ghal istess arja, tal-kejl ta cirka tlett metri kwadri (3m2) u li hija diga mibnija u tmiss mill-irjeh fuq imsemmija u hija ukoll libera u franka -tal-valur ta elf lira Maltija (Lm1,000)..

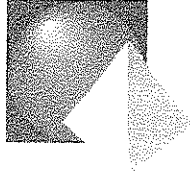
1

*Handwritten initials: H.M.1*

*Handwritten signature*



*Handwritten signature*



AWTORITÀ TA' L-IPPJANAR  
PLANNING AUTHORITY

---

To: Mr. Stephan Fenech  
168, Constitution Street  
Mosta

Date: 14th December 1998  
Our Ref: PA5644/98/DC01

Application Number: 5644/98  
Application Type: Full development permission  
Date Received: 22/09/98  
Approved Plan Numbers: PA 5644/98/1A, 1B, 1C, 1D & 1E.

Location: Site at N/S in Triq In-Naggar, Mosta  
PROPOSAL: Construction of industrial building and maisonette.

**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:

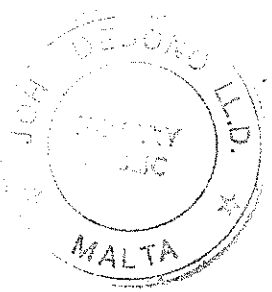
1. Introductory notes and general conditions (A) on form DC 1/88 apply. Conditions for underlying basements and garages (B) also apply.
2. The ramp leading down to the underlying basement/garage shall at no point be steeper than 1:6. The ramp shall be so formed that it does not encroach onto the pavement.
3. Height of the building should not exceed three (3) floors, plus the underlying basement.
4. Apertures and balconies should not be in gold, silver or bronze aluminium.
5. The facade of the building should be constructed in local stone except where other materials, finishes and colour are indicated on the approved drawings.
6. The development hereby permitted shall not be brought into use until a Final Compliance Certificate, certifying that the development has been carried out in full accordance with the plans approved by this permission and with the other conditions imposed in this permission, has been issued

- i) This permit is being issued saving the right of any third party to appeal from such permit. If the applicant wants to avail himself of this permit immediately or pending any third party appeal, the development will be at the risk of applicant in case the permit is revoked by the Appeals Board or the Court of Appeal respectively.
9. First floor workshop is to be interlinked with second floor dwelling as required by condition A26 of DC1/88.

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 TV.

  
FRANCES GALEA

Secretary  
Development Control Commission



This second (2nd) day of  
November of the year one  
thousand nine hundred  
and ninety eight (1998).

No.  
O/Draft and  
Suretyship  
Volume I:

Before me Doctor of Laws, John Debono, Notary  
Public in Malta, duly sworn in and admitted, there  
personally came and appeared after I the  
undersigned Notary verified their identity:

Doctor of Laws George Brancaleone, an advocate,  
son of Emanuele and of Ludgarda nee' Farrugia,  
born in Qormi residing Sliema (Identity Card  
number 136061(M)) who is appearing hereon in the  
name, for and on behalf of the Mid-Med Bank  
p.l.c as duly authorised for the  
hereunderspecified purpose, hereinafter called the  
bank, of the one part;

Of the other part Stephan Fenech, in business, son  
of Paul and of Salvina nee' Cini, born in Attard  
and residing at Gzira (Identity Card number  
309571(M)) who is appearing hereon both in his own  
name as surety as well as for and on behalf of  
the partnership En Nom Collectif styled "Alu. Care  
Mosta" duly authorised for the hereunder  
specified purpose in virtue of the Memorandum of  
the said Partnership, hereinafter referred to as  
the Partnership;

Christine wife of the said Stephan Fenech,  
daughter of Carmelo Camilleri and of Maria Dolores  
nee' Bartolo, born in Pieta' and residing at Gzira



(Identity Card Number 305474(M));

Paul Fenech, in business, son of the late Carmelo and of the late Vincenza nee' Micallef, born in Rabat, Malta and residing at Attard (Identity Card number 1811543(M)) and his wife Salvina Fenech, daughter of Joseph Cini and of Giovanna nee' Farrugia, born in Santa Venera and residing at Attard (Identity Card number 145445(M));

And Kevin Charles Fenech, in business, son of Paul and of Salvina nee' Cini, born in Attard and residing at Msida (Identity Card number 382073(M)) and his wife Maria Lourdes Fenech Lautier, daughter of Joseph Lautier and of Maria Dolores nee' Frendo, born in and residing at Msida (Identity Card number 417173(M));

The said Stephan and Christine spouses Fenech, Paul and Salvina spouses Fenech and Kevin Charles and Maria Lourdes spouses Fenech, are appearing as sureties, jointly and severally between themselves as well as with the Partnership.

Whereas the Partnership has a current account with the bank at its Mosta branch;

And whereas the Partnership has requested the bank to allow it to overdraw its account and to grant it such other banking facilities as it may require for its business, offering as security a general hypothec over all its property, in general, present and future, besides the hereunder mentioned joint and several suretyship.

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

Now, therefore, in virtue of this deed, the bank declares to accede and hereby accedes to allow the Partnership, which accepts to overdraw its account and to grant it such other banking facilities as it may require, provided that the total indebtedness of the Partnership, actual or contingent, shall at no time exceed the sum of ten thousand Maltese lira (Lm10,000).

It is agreed that the indication of ten thousand Maltese liri (LM10,000) as a limit, shall not imply any obligation on the part of the bank to allow the Partnership to overdraw to such figure, or any right of Partnership to banking facilities up to that amount, it being understood that the total amount up to which the Partnership may become indebted to the bank, shall at all times be at the absolute discretion of the bank.

Interest at rates not exceeding the maximum rate allowed by law shall be due by the Partnership on daily debit balances in accordance with recognised banking practice, the said rate of interest to be fixed by the bank at its sole discretion, from time to time.

In warranty of the proper observance of the conditions of this deed, and in particular of the payment of all sums of money which now are, or



any time to call upon the Partnership and the sureties to settle their indebtedness and to pay the balance due in the Partnership's current account, a simple request in writing to be deemed good and sufficient notice for them to implement their engagements forthwith.

The engagements of the Partnership and the sureties on this deed are, and shall be continuing ones and shall remain in force for all the time that the Partnership shall have an account or accounts with the bank at any of their branches or sub-branches and until the aforesaid hypothec is cancelled, notwithstanding that such account or accounts shall have been in credit or dormant for any length of time.

The Partnership and the sureties undertake to give to the bank full details and all information relating to their financial and business position, as requested by the bank from time to time, and to accord to the bank every facility for the verification thereof.

If so requested by the bank, Partnership and sureties further undertake to insure their property against all normal risks with a reputable insurance company and to have the bank's interest noted on the relative policy. Moreover, they authorise the bank to effect any insurance on the said property they deems fit at their expense.

The Partnership and the sureties hereby bind

themselves and with the Partnership, warranting in favour of the bank, which accepts, the fulfilment of all the obligations undertaken by the Partnership in this same deed, in particular, the repayment of the aforesaid overdraft and other banking facility and the payment of the relative interest, and for this purpose they grant in solidum between them and with the Partnership, unto the bank, which accepts:

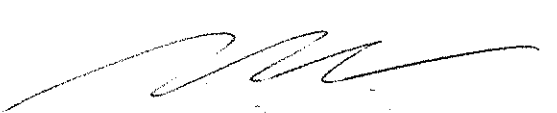
a. A general hypothec over all their property in general present and future; and

b. A special hypothec for the said sum of ten thousand Maltese liri (LM10,000) over the block of twelve (12) flats and two (2) penthouses without number, named "Kevinstead" in Testaferrata Street, Msida, bounded on the North by property of Baruni Testaferrata, on the South by the said Testaferrata Street and on the East by Carpet Showroom property of a certain Muscat, or more correct boundaries, property of sureties Paul and Salvina spouses Fenech.

And this besides such other security as may be mutually agreed to between the parties from time to time.

The hypothecary guarantee constituted by this deed is also subject to the conditions mentioned in the bank's printed guarantee form, signed or which at a future date be signed by the sureties.

It is agreed that the bank shall be entitled at

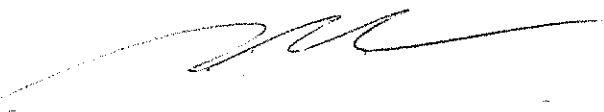


themselves with the acceptance of the Bank, not to charge in favour of any third party the property which they have specially hypothecated in favour of the Bank on this or on any other deed, not to transfer such property in any manner including by title of lease to any third party without the prior written consent of the Bank. Should the Partnership or the sureties be in breach of this condition the bank shall have the right to call in the facility and demand full payment of all moneys due whether by way of capital, interest or any other nature from both the Partnership and the sureties or any of them irrespective of who or them breached the said condition.

All fees and expenses in connection with this deed are to be borne by the Partnership and the sureties who further undertake to refund the bank all expenses, including legal fees and administrative charges made for bringing up to date, from time to time, the searches into their liabilities and transfers.

The bank reserves the right to increase and/or introduce fees, commissions and/or other charges in future as it considers necessary, within the limits allowed by law.

For the purpose of the Land Registration Act of the year one thousand nine hundred and eighty-one (1981), they is hereby declared, that the property above hypothecated does not fall within the



Compulsory Registration Area.

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

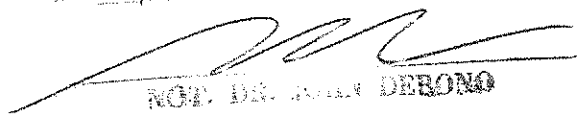
The parties agree that for the benefit of Mid Med Bank p.l.c. they hereby submit to the non-exclusive jurisdiction of the Maltese Courts.

Done, read and published, after due explanation of the import hereof according to law, in Malta, Mellieha, Heights Street, Hope, number ten (10).

Dr. G. Brancaleone  
Stephan Fenech  
C. Fenech  
P. Fenech  
S. Fenech  
K. Fenech  
Lourdes Fenech Lautier

John Debono  
Notary Public Malta

THIS 19<sup>th</sup> day of 11 1998

  
NOT. DR. JOHN DEBONO

**PART III  
EIGHTH SCHEDULE**

**Physical Attributes of Immovable Property**

Locality

Address

Total Footprint of Area Transferred \*  sq.mt

**Tick where applicable**  
*(Tick one box in each case except where indicated otherwise)*

<b>Type of Property</b>	<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 type="checkbox"/> Maisonette	<input type="checkbox"/> Farmhouse
	<input type="checkbox"/> Terraced House	<input type="checkbox"/> Ground Floor Tenement	<input checked="" type="checkbox"/> INDUSTRIAL BUILDING	
<b>Age of Premises</b>	<input type="checkbox"/> 0-20 years	<input checked="" type="checkbox"/> Over 20 years	<input type="checkbox"/> Pre WW2	
<b>Surroundings</b>	<input type="checkbox"/> Sea View	<input type="checkbox"/> Country View	<input checked="" type="checkbox"/> Urban	
<b>Environment</b>	<input type="checkbox"/> Quiet	<input type="checkbox"/> Traffic	<input type="checkbox"/> Entertainment	<input checked="" type="checkbox"/> Industrial
<b>State of Construction</b>	<input type="checkbox"/> Shell	<input type="checkbox"/> Semi-finished **	<input checked="" type="checkbox"/> Finished ***	
<b>Level of Finishes</b>	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Adequate	<input type="checkbox"/> Poor	
<b>Amenities</b> <i>Tick as many as appropriate</i>	<input type="checkbox"/> With Garden	<input type="checkbox"/> With Pool	<input checked="" type="checkbox"/> With Lift	<input checked="" type="checkbox"/> With Basement
	<input type="checkbox"/> No Garage	<input type="checkbox"/> One Car Garage	<input type="checkbox"/> Two Car Garage	<input checked="" type="checkbox"/> Multi Car Garage
<b>Airspace</b>	<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 plastering, electricity, plumbing and floor tiles

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

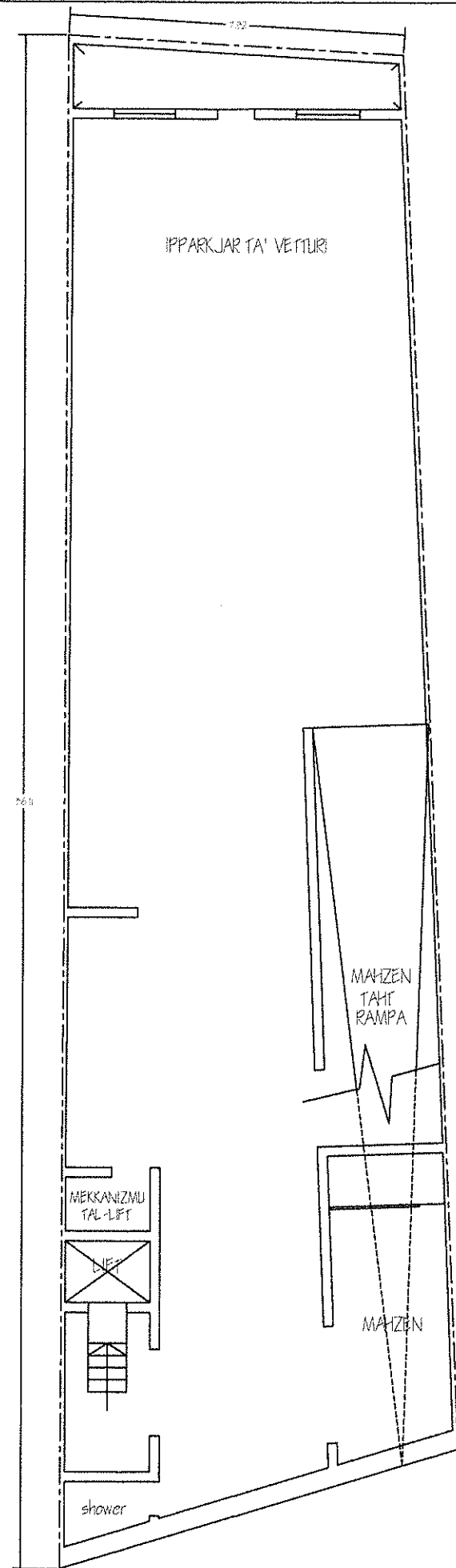
Date: 20 Nov 2021

Perit's Signature:

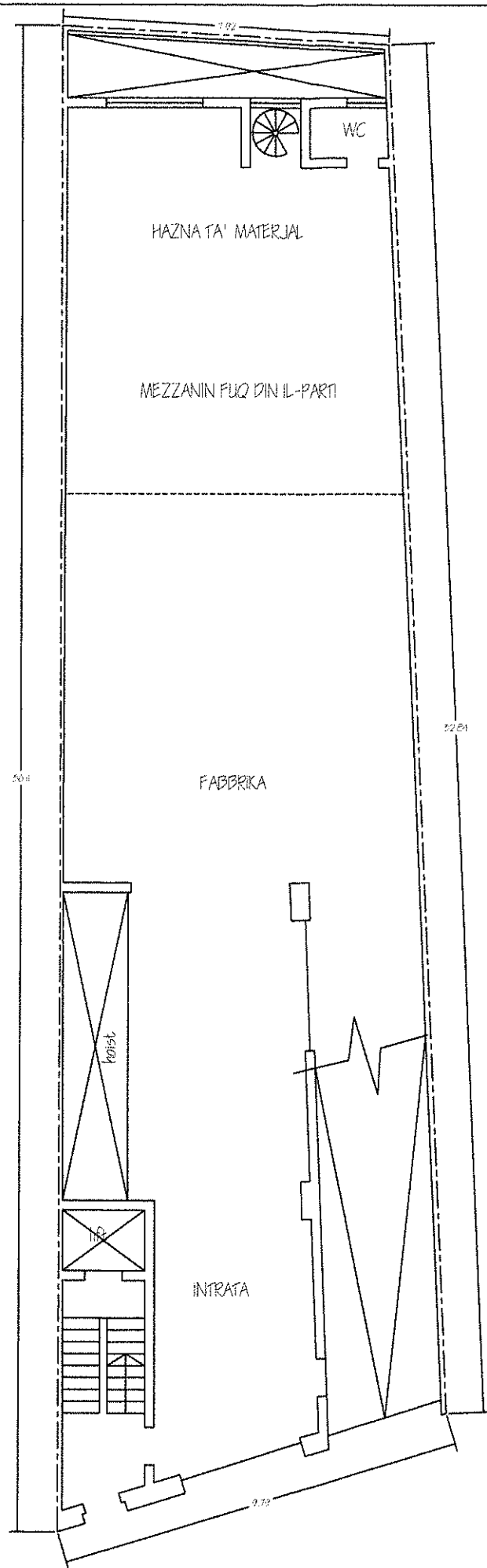
*Carroll Jones*

Warrant Number:

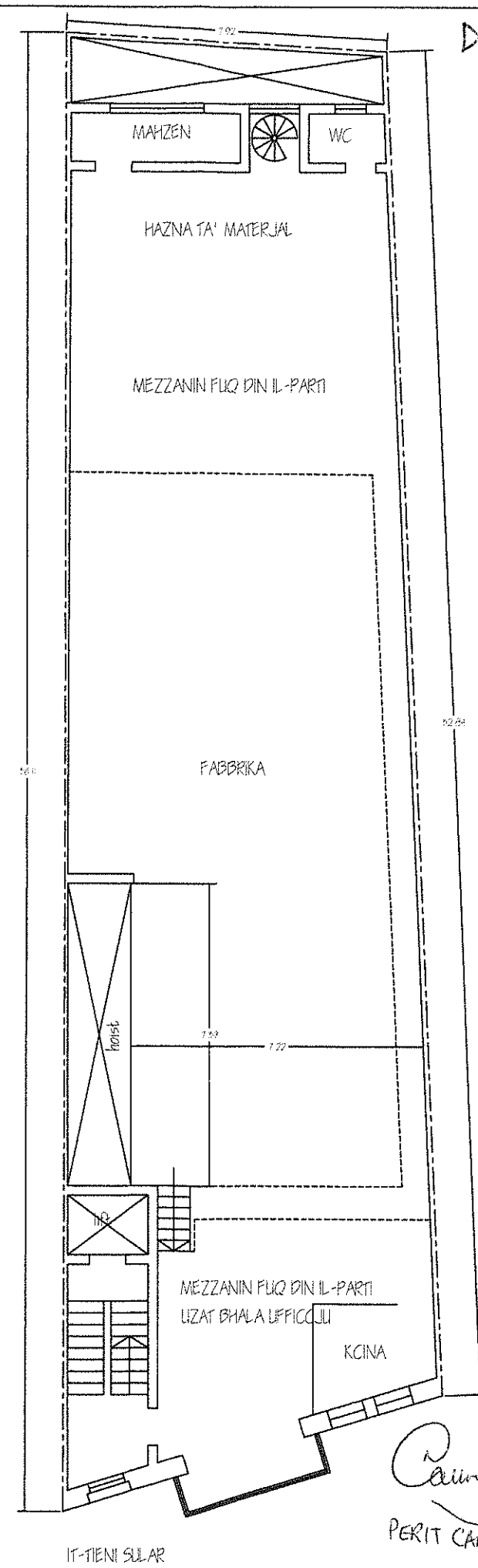
Rubber Stamp:



LIVELL TAL-KANFINA

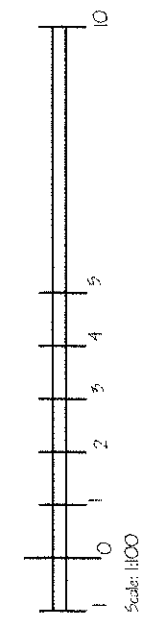


LEWVEL SULAR



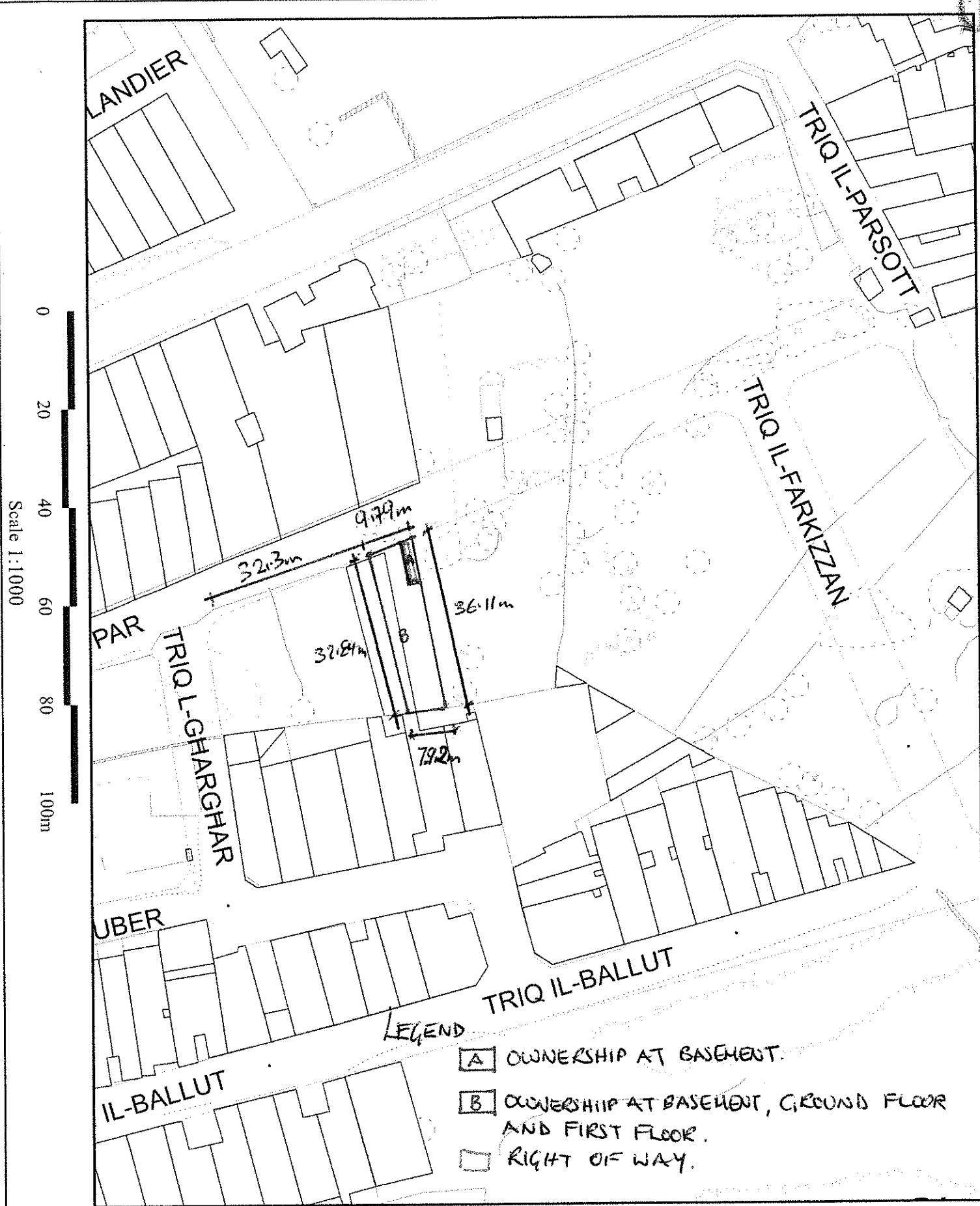
IT-TIENI SULAR

DOK KFI



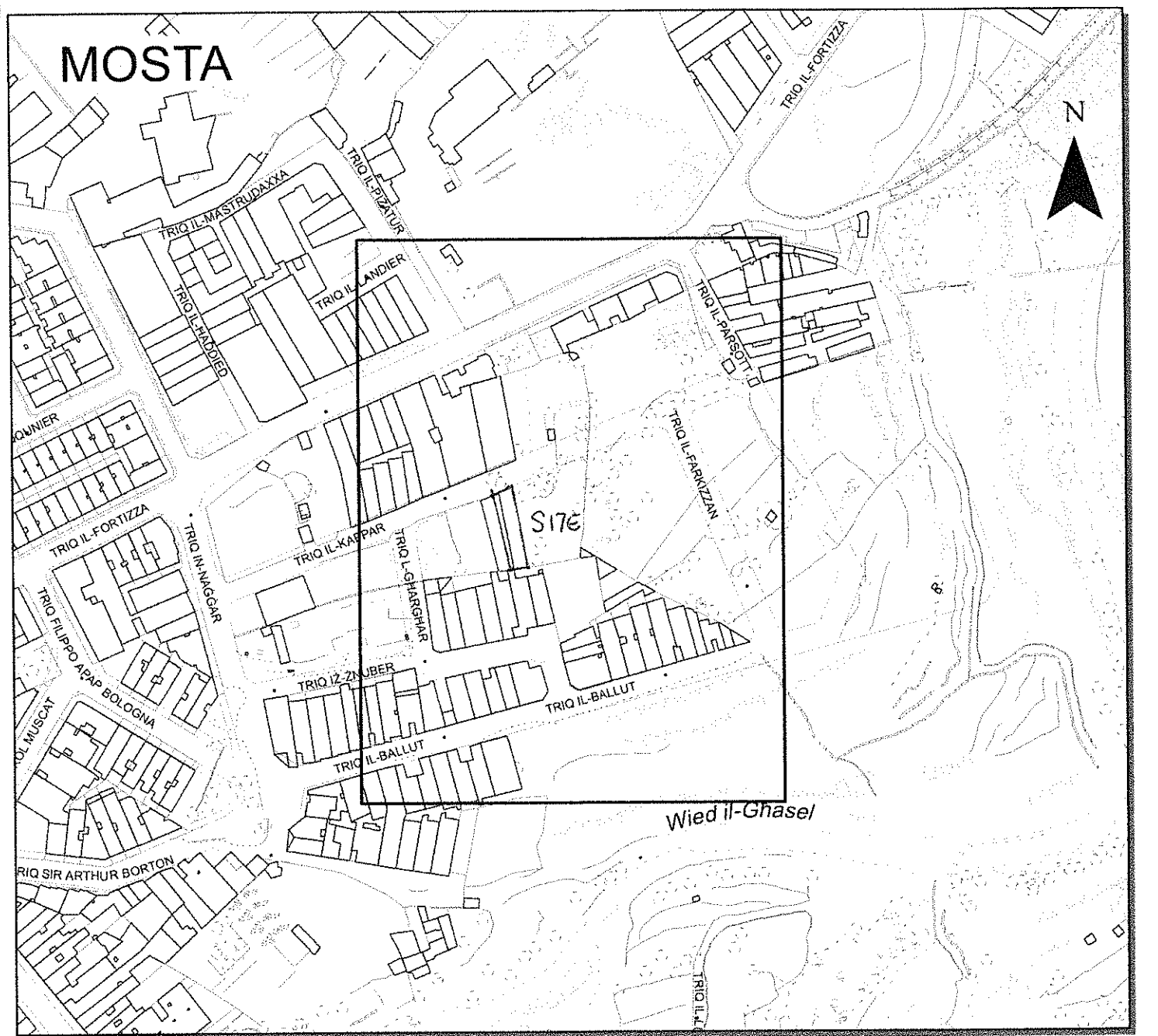
*Caruel Farrugia*  
PERIT CARUEL FARRUGIA





Scale 1:1000

Scale 1:1000



Pjanta tas-Sit 1:2500 Site Plan

Gvern ta' Malta  
**Registru ta' l-Artijiet**  
 Casa Bolino, 116, Triq il-Punent, Valletta



Government of Malta  
**Land Registry**  
 Casa Bolino, 116, Triq il-Punent, Valletta

Nru tal-Mappa: Map Number:	184147 E	Pozizzjoni Ċentrali: Centre Coordinates:	x = 48051 y = 74948	Parti min S.S.: Extracted from S.S.:	4874	Data: Date:	27/10/2020
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Perit:  
 Architect:

*Carmel Farrugia*

Timbru tal-Perit:  
 Architect's Stamp:

**CARMEL FARRUGIA A&CE  
 PERIT**

33 SCHOOL STR BARRIJA RBT 03  
 C (+356) 21450814

Qies (metri kwadri):  
 Area (square metres):

A = ~~6~~ 16 m<sup>2</sup>  
 B = ~~6~~ 282 m<sup>2</sup>

*Carmel Farrugia*

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

**LR 176253**

Dritt imħallas  
 Fee Paid

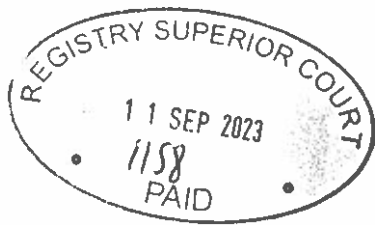
**Fil-Prim' Awla tal-Qorti Ċivili**

**Fl-Atti tas-Subbasta Nru 23/2020**

**APS Bank plc**

**vs**

**Alu Care Holdings Limited**



**Relazzjoni tal-Perit Tekniku**

**Perit Carmel Farrugia**

**B.E.&A (Hons)**

**Data: 7 ta' Settembru 2023**

Jesponi bir-rispett:

Illi b'digriet tal-Prim' Imhallef tat-31 ta' Awwissu 2023 l-esponent gie nnominat jipprezenta stima agġornata tal-fond in-kwistjoni.

Illi l-esponent ircieva din in-notifika f'1-4 ta' Settembru 2023.

Illi l-esponent kellu jipprezenta r-rapport tieghu qabel s-subbasta li giet appuntata ghat-28 ta' Settembru 2023.

Illi l-esponent ra ir-rikors odjern kif ukoll in-nota ta' Alu.Care Holdings Limited datata 5 ta' Settembru 2023.

Illi l-esponent kien għamel access fuq il-fond in-kwistjoni fl-20 ta' Ottubru 2020.

Illi l-esponent kien talab kopja tal-aħħar kuntratt tal-akkwist u ta' trasferimenti kif ukoll kopja tal-permessi tal-bini lil-intimat.

Illi l-esponent kien ha il-qisien necessarji kif ukoll numru ta' ritratti varjati tal-fond u li ddokumenta l-istat eżistenti ta' l-istess fond kif misjub dakinhar;

Illi l-esponent ra r-rapport tiegħu ddatat 20 ta' Novembru 2020 u ivverifika id-deskrizzjoni tal-propjeta.

Illi l-fond in-kwistjoni jikkonsisti f'fabbrica li testendi fuq tlett sulari, wiehed minnhom kantina, inkluż użu ancillari bħall garaxx għall vetturi u spazji għall hażna ta' materjal.

Il-fond jinstgħab f' zona industrijali (SME) skond il-Pjan Lokali kif maħruġ mill-Awtorita Tal-Ippjanar, b' għoli limitat għall tlett sulari u *semi basement*.

Il-fond huwa mibni skond permess maħruġ mill-Awtorita tal-Ippjanar numru PA/05644/98.

Illi l – fond jinstgħab sottopost għal Penthouse fit-tielet sular li ma tifformax parti minn din is-subbasta.

Illi mill pożizzjoni tal-fond jirriżulta dritt ta' passaggġ reċiproku mal-Penthouse li tinstgħab mibnija fit-tielet sular, dan jinstgħab fejn hemm mibni it-tarag u il-lift.

Illi l-ambjenti formanti il-fond in-kwistjoni jinstgħabu kif gej:

Fil-kantina

Parkeġġ ta' vetturi tax-xogħol kif ukoll hanut tax-xogħol:	cirka 183.0 mk
Hoist	circa 11.6 mk
Kmamar taht ir-rampa li jintużaw bhala mhażen:	cirka 35.0 mk
kmajrin attrezzat bhala doċċa:	circa 2.5 mk
kmajrin li fih l-apparat tal-lift:	circa 2.5 mk
<i>Total</i>	<i>circa 234.6 mk</i>

F' lewwel sular (gholi circa 4m)

Fabbrika/mahzen:	circa 200.0 mk
Saqaf tar-rampa (generejter)	circa 13.0 mk
Hoist	circa 11.6 mk
Wc	circa 2.2 mk
<i>Total</i>	<i>circa 226.8 mk</i>

Fit-tieni sular (gholi circa 3.93m)

Fabbrika/mahzen	circa 195.0 mk
Hoist	circa 11.6 mk
ufficcju u kcina	circa 38.0 mk
wc	circa 2.2 mk
Mahzen fuq wara	circa 5.0 mk
<i>Total</i>	<i>circa 251.5 mk</i>

Illi l-esponent ikkunsidra l-pozizzjoni tas-suq u wara li ha konjizzjoni tal-ambjenti varji skond il-pozizzjoni taghhom relattivi mal-valur tas-suq wasal ghall stima aġġornata tal-fond in-kwistjoni.

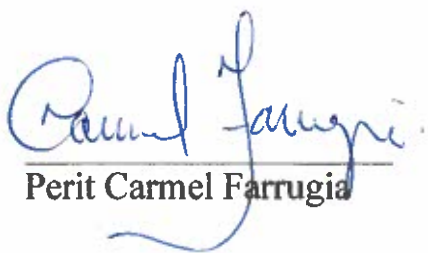
STIMA AGGORNATA TAL-FOND

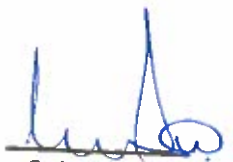
**Bhala riżultat tal-analiżi tal-propjeta, hija l-opinjoni tal-Perit Tekniku li:**

**Il-blokk bini bla numru ufficjali, pero` msemmi Alu Care Buildings, eskluż il-Penthouse fi Triq il-Kappar, il-Mosta, eskluż il-Penthouse li tinstab fit-tielet sular, pero` inkluz is-sottosuol qieghed jiġi ivvalutat bil-prezz ta`:**

**Miljun, Hames Mija u Tnejn u Tletin Elf, Mija u Hamsa u Sittin Ewro (€1,532,165).**

Tant għandu l-esponent jissottometti għall-gudizzju ta' din l-Onorabbli Qorti,

  
Perit Carmel Farrugia

  
Carina Abdilla  
Deputat Registratur

lilum 11 SEP 2023  
lppreżentata mit ATC Farrugia Carmel  
bla dok/b 1 dokumenti

lilum 15 ta' Settembru, '23  
"Deher il-Perit Logall / Tekniku:  
Carmel Farrugia  
Li wara li ddikjara li thallas l-ammont lilu dovui, halef/halfet li qeda/qdlet fedelment u onestament l-inkarigu moghti lilu/ha.  
  
Deputat Registratur