

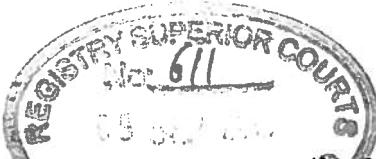
Qorti Ċivili, Prim'Awla

Fl-atti tal-bejgħ numru 6/12

Fl-simijiet Ann Marie Ciantar u Matthew Ccalleja

Vs Dr Anthony Cutajar (kuratur)

Ir-Registratur,



Valutazzjoni tal-fond li huwa mezzanin bl-arja, numru 125 (fuq il-kuntratt ta' bejgħ imniżżeł bhala bla numru), fuq l-ewwel sular, bl-arja tiegħi, fi **Annibale Preca, Lija**, u garaxx bin-numru ħmistax (15), li jidher minn kumpless ta' garaxxijiet, atċessebli minn triq bla isem, li tagħti għal Triq Annibale Preca, Lija.

Il-fondi imsemmija għandhom servitu għal-fatt illi ???? għandha dritt għall-użu tal-fond sa mewtha kif inhu stipulat fil-kuntratt ta' bejgħ.

Il-mezzanin huwa lest kważi minn kollox u jinkludi dawn l-imsemmija kmamar:

- Taraġġ mit-triq għal-ewwel sular u għal-bejt i għadu mhux lest minn kollox
- Kamra quddiem li tista tintuża bħala studju/"boxroom"
- Studju bi 'skylight'
- Boxroom
- 'Hall' u kurutur
- Kamra tal-banju bil-myžaik u suffett tal-'gypsum'
- Kamra tas-sodda prinċipali b'kamra tal-banju magħha
- Kċina inkluż għamara fitted
- Kamra tas-sodda li tesgħa żewġ sodod
- Kamra kbira fuq quddiem li tintuża bħala kamra ta' l-ikel u salott
- Gallarija fuq quddiem li għada mingħajr poġġaman
- Kamra tal-bejt u aċċess għal fuq il-bejt.
- L-art tikkonsisti f-irħam filqat li il-ħitan għandhom 'finish' tal-ġibs.

Il-garaxx jesgħa karozza waħda.

Irreferu għal dok PF1 li jinkludi ritratti tal-proprjeta.

Kieku il-proprjeta in kwistjoni kienet libera u franka (mingħajt servitu), meta wieħed jikkonsidra il-post fejn tinsab, il-kwalita tal-proprjeta li hija kundizzjoni tajba ħafna u relattivament moderna, bid-dritt illi l-arja, fl-opinjoni tas-sottoskrift, il-valur tal-proprjeta bil-garaxx huwa ta' mijha u tletin elf Ewro (€135,000). Ta' min wieħed isemmi wkoll illi għalkemm il-proprjeta għandha dritt għal-arja, din ma tistax tiġi žviluppata kif inhu muri f'dok PF2 anness ma dan id-dokument.

Minħabba l-fatt illi il-proprjeta għandha servitu, dan il-valur għandu jitnaqqas, meta wieħed jikkunsidra l-eta ta'Martheze Attard li għandha madwar hamsa u sittin sena u il-'life expectancy' ta-

nisa f'Malta hija ta' tlieta u tmenin sena. Minħabba f'dan il-fatt, hija l-opinjoni tal-Perit sottoskrift illi il-valur tal-properjeta għandy jitnaqqas b'madwar sitta wħamsin elf Ewro minħabba f'telf ta' kirjet jew interessi li wieħed jista jkollu kieku fin-nuqqas ta' tgawdija tal-proprietà għaż-żbatax il-sena li ġejjin.

Għaldaqstant, huwa fil-fehma tiegħi illi il-valur tal-proprietajiet, čioe il-mezzanin u il-garaxx huwa ta' sebgħin elf Ewro, (€70,000)

  
Dott. Pierre Farrugia, Perit  
34, Triq il-Qaws, Ta'Xbiex  
Malta  
ID 27970(M)

Il-lum 6 ta' Settembru, 2013

Anness Dokumenti PF1, PF2

09 SEP 2013

Il-lum \_\_\_\_\_

Ippreżentata mill-Dr P. Fallogio  
B'Bla dok 1852 (u) dokumenti



Diane Mifsud  
Deputy Registrar  
Courts of Justice (Malta)

Il-lum <u>14 ta' Jannu 2014</u>
Deher il-Perit Legal / Tekniku:
<u>Dott. Pierre Farrugia</u>
Li wara li ddikjara li thallas l-ammont illu dovut, halfej/halfet li qedu/qdlet fedelment u onestament l-Inkarigu mogħiġi illu/ha.

Deputat Registratur



(18), and from the west and south with the common passage and east with garage number fourteen (14), otherwise free and unencumbered, with all its rights and appurtenances.

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

In consideration and for the price of thirty three thousand Maltese liri (Lm33,000) out of which vendor declares to have received the sum of one thousand five hundred Maltese liri (Lm 1500) at a prior date than today, whilst the bank as delegated by the customers in the first part of this deed hereby pays the seller in full and final settlement of the purchase price the sum given on loan of thirty one thousand five hundred Maltese liri (Lm31,500) and seller tenders to the bank due receipt.

(2) Seller warrants the peaceful possession and real enjoyment in terms of law of the property hereby transferred, by means of a general hypothec over all her property present and future in favor of the purchasers who accept same.

(3) Legal fees and expenses are payable according to law.

(4) This sale shall remain subject to the same terms and conditions, where applicable, mentioned in the deed of acquisition by the seller which is herewith mentioned and which terms and conditions the purchasers declare to be fully aware of.

(5) The seller reserves the right, with the acceptance of the purchasers, or anyone else whose being transferred under title of habitation, to change her address, and that during her lifetime, no further instructions can be issued without the seller's consent. The seller also reserves the right, with the acceptance of the purchasers, to use the garage which forms an integral part of the house, throughout her lifetime, under title of habitation.

For the purposes of the Duty on Documents Act, the Income Tax Act and the Income Tax Management Act the following is being declared that the properties have been acquired by the seller from G-A Developers Limited in virtue of a deed in the records of St. John's, Msida, Malta, Boro of the eighteenth (18) day of July of the year two thousand (2000) wherein results prior to Lira Tax due by the said amounts to two thousand three hundred and no Maltese liri (Lm 2300).

Tax due by the purchasers amounts to one thousand six hundred and no Maltese liri (Lm 1600).

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99025768

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DR PIERRE FARRUGIA  
DENTIST  
347181011 - DAN STAXX LTD  
99025768

WJ



(10), and from the west and south with the common passage and road with garage number fourteen (14), otherwise free and unencumbered, with all its rights and appurtenances.

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

In consideration and for the price of thirty three thousand Maltese liri (Lm33,000) out of which vendor declares to have received the sum of one thousand five hundred Maltese liri (Lm 1500) at a prior date than today, whilst the bank as delegated by the customers in the first part of this deed hereby pays the seller in full and final settlement of the purchase price the sum given on loan of thirty one thousand five hundred Maltese liri (Lm31,500) and after vendors to the bank due receipt.

(2) Seller warrants the peaceful possession and real enjoyment in terms of law of the property hereby transferred, by means of a general hypothec over all her property present and future in favor of the purchasers who accept same.

(3) Legal fees and expenses are payable according to law.

(4) This sale shall remain subject to the same terms and conditions where applicable, mentioned in the deed of acquisition by the seller which is herunder mentioned and which terms and conditions the purchasers declare to be fully aware of.

(5) The seller reserves the right, with the acceptance of the purchasers, to reside in the property being transferred under title of habitation, notwithstanding her transfer, and that during her lifetime, no further considerations will be effected without the seller's consent. The seller also reserves the right, with the acceptance of the purchasers, to use the garage which forms an integral part of the house, throughout her lifetime, under title of habitation.

For the purposes of the Duty on Documents Act, the Income Tax Act and the Income Tax Management Act the following is being declared that the properties have been acquired by the seller, from "The Developers Limited" in virtue of a deed in the records of Justice of the Peace Mario Burlo of the eighteenth (18) day of July of the year two thousand (2000) wherein results prior cost of file. Tax due by the seller amounts to two thousand three hundred and ten Maltese liri (Lm 2310).

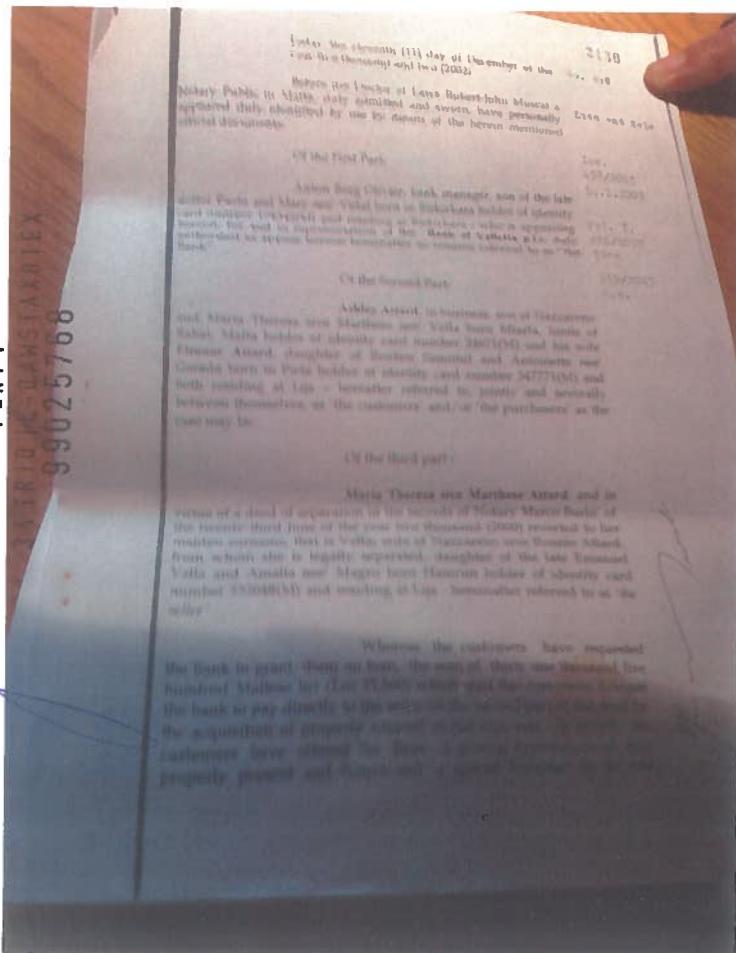
Tax due by the purchasers amounts to one thousand six hundred and

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