

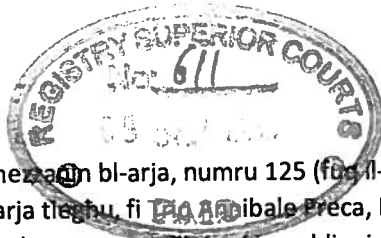
Qorti Ċivili, Prim'Awla

Fl-atti tal-bejgħ numru 6/12

Fl-simijiet Ann Marie Ciantar u Matthew Ccallejja

Vs Dr Anthony Cutajar (kuratur)

Ir-Registratur,



Valutazzjoni tal-fond li huwa mezzanin bl-arja, numru 125 (fuq il-kuntratt ta bejgħ imnizzel bhala bla numru), fuq l-ewwel sular, bl-arja tiegħu, fi Triq Annibale Preca, Lija, u garaxx bin-numru ħmistax (15), li jiffirma parti minn kumpless ta garaxxijiet, accessebli 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 kwazi minn kollox u jinkludi dawn l-imsemmija kmamar:

- Tarag mit-triq għal-ewwel sular u għal-bejt i għadu mhux lest minn kollox
- Kamra quddiem li tista tintuza bhala studju/'boxroom'
- Studju bi 'skylight'
- Boxroom
- 'Hall' u kuratur
- Kamra tal-banju bil-myzaik 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 tintuza bhala kamra ta' l-ikel u salott
- Gallarija fuq quddiem li għada mingħajr poġġaman
- Kamra tal-bejt u access għal fuq il-bejt.
- L-art tikkonsisti f-irham filqat li il-ħitan għandhom 'finish' tal-gibs.

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 wiehed 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-sottoskritt, il-valur tal-proprjeta bil-garaxx huwa ta' mija u tletin elf Ewro (€135,000). Ta' min wiehed isemmi wkoll illi għalkemm il-proprjeta għandha dritt għal-arja, din ma tistax tiġi żviluppata 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 wiehed jikkonsidra l-eta ta' Marthese Attard li għandha madwar hamsa u sittin sena u il-'life expectancy' ta

nisa f' Malta hija ta tlieta u tmenin sena. Minhabba f'dan il-fatt, hija l-opinjoni tal-Perit sottoskritt illi il-valur tal-properjeta ghandy jitnaqqas b'madwar sitta w hamsin elf Ewro minhabba f'telf ta kirjiet jew interessi li wiehed jista jkollu kieku fin-nuqqas ta' tgawdija tal-proprjeta ghaż-żbatax il-sena li gejjin.

Ghaldaqstant, huwa fil-fehma tiegħi illi il-valur tal-proprietajiet, cioè 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)

Illum 6 ta' Settembru, 2013

Anness Doks PF1, PF2

09 SEP 2013


Illum _____

Ippreżentata mill- Dr P Farrugia

B'/Bla dok elba (u) dokumenti



Diane Mifsud
Deputy Registrar
Courts of Justice (Malta)

Illum <u>14 ta' Jannar 2014</u>
Deher il-Perit Legali / Tekniku: <u>Dott. Pierre Farrugia</u>
Li wara li ddikjara li thallas l-ammont illu dovut, halef/halfet li qeda/qdlet fedelment u onestament l-inkarigu moqthi illu/ha.
 Deputat Registratur

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(8), and from the west and south with the common passage and east with garage number fourteen (14), otherwise five 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 renders 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 hereunder 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 premises being transferred under title of habitatio, throughout her lifetime, and that during her lifetime, no further encumbrances can be allowed 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 habitatio.

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 C.A. Developers Limited in virtue of a deed in the records of Notary Joseph Mann Burtis of the eighteenth (18) day of July of the year two thousand (2000) wherefrom results prior root of title. Tax due by the seller amounts to two thousand three hundred and ten Maltese liri (Lm2,310).

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

DR PIERRE FARRUGIA
PERIT
34 TRIQ IL-QAWSTAXBIEX
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