

362. Il-Ministru għall-Edukazzjoni, l-Isport, iż-Żgħażaġh, ir-Riċerka u l-Innovazzjoni, l-Onor. Clifton Grima, jipproponi:

Billi fis-7 u fl-10 ta' Lulju tas-sena 2000 (Seduti Nri 339 u 342 rispettivament) il-Kamra tad-Deputati approvat Riżoluzzjoni taħt il-provvediment tat-paragrafu (ċ) tas-subartikolu (1) tal-artikolu 3 tal-Att Nru XXXIII tal-1976 dwar it-Trasferiment ta' Artijiet tal-Gvern, taħt titolu ta' kera, Tennis Court u strutturi fl-Ex Rinella WT Station fid-Daħla tar-Rinella (Rinella Tennis Club) għall-perjodu ta' sittax (16)-il sena b'effett mit-12 t'Awwissu tas-sena 2000 u billi dan il-perjodu skada fil-11 t'Ottubru tas-sena 2016, u l-kera baqgħet ma gietx imġedda u billi l-Gvern tar-Repubblika ta' Malta pprovda dan il-fond lil clubs u assoċjazzjonijiet tal-isport sabiex jippromwovi l-isport;

Għalhekk il-Gvern tar-Repubblika ta' Malta bihsiebu jerga' jagħti b'kera lill-assoċjazzjoni tal-isport, Rinella Tennis Club, it-Tennis Court u strutturi fl-Ex Rinella WT Station fid-Daħla tar-Rinella, kif inhu deskritt aħjar fl-abbozz ta' ftehim hawn anness, għaż-żmien, bil-kera u taħt il-kundizzjonijiet li jinsabu fl-istess abbozz.

U billi huwa maħsub fil-paragrafu (ċ) tal-artikolu 31 tal-Kapitolu 573 tal-Liġijiet ta' Malta u ċjoè l-Att dwar Artijiet tal-Gvern li art li tkun proprjetà tal-Gvern jew amministrata minnu tista' tiġi trasferita skont riżoluzzjoni speċjali tal-Kamra tad-Deputati li tkun fis-seħħ fil-waqt tat-trasferiment;

U billi huwa xieraq li t-trasferiment fuq imsemmi jsir skont riżoluzzjoni speċjali tal-Kamra tad-Deputati;

Għalhekk huwa b'dan riżolut li t-Tennis Court u strutturi fl-Ex Rinella WT Station fid-Daħla tar-Rinella, kif deskritt aħjar fl-abbozz tal-ftehim li jinsab hawn anness jiġi mikri lir-Rinella Tennis Club, għaż-żmien, għall-iskop u skont il-pattijiet u kundizzjonijiet imsemmija fl-istess abbozz.

12.05.2025



Lista ta' Dokumenti Annessi mal-Mozzjoni Parlamentari:

Tip ta' Dokument	Paġni
DOK RTC – Lokazzjoni ta' Facilità Sportiva Rinella Tennis Club	1 sa 7
DOK R - Club Resolution Rinella Tennis Club	8 sa 10
DOK X - Skrittura Privata bejn il-Gvern ta' Malta u Rinella Tennis Club	11 sa 14
DOK P - Pjanta immarkata LD24/2000/A	15
DOK S - Stima tal-Perit David Grima	16 sa 39
DOK S1 - Kalkolu tas-Sussidju tal-Valutazzjoni minn SportMalta	40

	<p style="text-align: center;">Illum,</p> <p>Quddiem i Nutar Dottor Joe Cilia, Nutar Pubbliku f' Malta, permezz tal-presenti skrittura privata, qeghdin jidhru presenzjalment:-</p> <p>Minn-naha wahda:-</p> <p>ghan-nom u in rappreżentanza ta' SportMalta ta' Cottonera Sports Complex, Cottonera Avenue, Bormla BML 9020; kif debitament awtorizzat:</p> <p>- aktar 'l isfel imsejjaħ "SportMalta".</p> <p>Minn-naha l-oħra:-</p> <p>Dione Gravino, mizzewweg, bin Anthony Gravino u Maria Gravino nee Aquilina, imwielew il-Pieta' fil-25/12/1968 u joghod il-Kalkara (Karta ta' l-identita' numru 26269M) u Dottor Andrew Stafrace, guvni, bin Raphael Stafrace u Pauline Stafrace nee Cuschieri, imwielew il-Pieta' fit-13/9/1987 u joqghod in-Naxxar (Karta ta' l-identita' numru 414487M), li qeghdin jidhru fuq dan l-att fil-kariga tagħhom ta' President u Segretarju rispettivament, ghan-nom u in rappreżentanza ta' Rinella Tennis Club [b'numru tar-registrazzjoni ma' SportMalta ittri SM sbarra ittra C mija u tmienja u tmenin (SM/C/188), kif debitament awtorizzati permezz ta' risoluzzjoni tal-kumitat hawn annessa u mmarkata "Dokument R";</p> <p>:-aktar l-sfel imsejjaħ "il-klabb".</p> <p>Il-kompajrenti partijiet jirreferu għall-iskrittura privata ta' kera li kienet saret bejn il-Gvern ta' Malta u l-imsemmi klabb fit-tmax t'Awwissu, tas-sena elfejn (12/8/2000), li kopja tagħha qed tigi hawn annessa u mmarkata dokument 'X' u partikolarment għall-klawsola numru wiehed (1) tal-istess skrittura li tagħti d-dritt illi dan il-ftehim ta' kera li beda mit-tmax t'Awwissu, tas-sena elfejn (12/8/2000) u li skada fil-hdax t'Awwissu, tas-sena elfejn u sittax (11/8/2016), jista' jigi prorogat mill-Gvern favur il-klabb fl-ghelug</p>	<p>Skrittura Privata</p> <p>Lokazzjoni Ta' Facilita' Sportiva</p>
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tieghu ghal zewgt (2) perjodi ohra tal-istess durata u cioe' ta' sittax (16) il-sena, u l-partijiet jixtiequ li jipprevalixxu ruhhom minn dan id-dritt u jestendu din il-lokazzjoni l-ewwel darba ghal-durata ta' sittax (16) il-sena ohra mill-gheluq tieghu u cioe' sal-hdax t'Awwissu, tas-sena elfejn u tnejn u tletin (11/8/2032). B'hekk tibqa' il-possibilita' illi dan il-ftehim jista' jigi prorogat ghal durata ohra ta' sittax (16) il-sena mill-gheluq tieghu

Il-komparenti partijiet qeghdin ghaldaqstant jipprevalixxu ruhhom minn dan id-dritt ta' proproga.

Il-komparenti rapprezentanti tal-klabb qeghdin jiddikjaraw u jippremettu illi jafu bil-kundizzjoni attwali tal-proprjeta' li ser tigi ittrasferita lilhom fuq din il-presenti skrittura privata u qeghdin jaccettaw din il-kirja bil-kundizzjonijiet godda hawn taht imsemmija li jiddikjaraw li jafuhom u jintrabtu li jhallsu puntwalment il-kera kif hawn iffissat u jaqdu l-obbligi kollha msemmija.

Ghaldaqstant, in forza ta' din l-iskrittura privata, SportMalta qeghdha tittrasferixxi b'titolu ta' lokazzjoni (kera) lill-Rinella Tennis Club, li bl-istess titolu qieghed jaccetta u jakkwista it-tennis court, u strutturi fid-dahla ta' Rinella (Ex-Rinella WT Station), kif muri delineat bl-ahmar fil-pjanta immarkata ittri LD erbgha u ghoxrin sbarra elfejn sbarra ittra A (LD24/2000/A) li kopja taghha qed tigi hawn annessa u mmarkata Dokument 'P', u kif irregistrat fil-kotba tal-Gvern bhala tenement numru sebgha tmienja sebgha sebgha disgha (78779).

Din il-lokazzjoni (kirja) qeghdha issir u tigi accettata bil-pattijiet u l-kundizzjonijiet godda li gejjin:-

(1) Din il-kirja qeghda ssir ghall-perjodu ta' sittax (16) il-sena, li bdew jiddekorru mit-tnax t'Awwissu, tas-sena elfejn u sittax (12/8/2016) u ghalhekk taghlaq fil-hdax t'Awwissu, tas-sena elfejn u tnejn u tletin (11/8/2032).

(2) Versu l-kera annwali ta' sittax il-elf u tmien mitt ewro (€16,800) liema ammont ta' kera qed jigi mnaqqas b'percentwal ta' hamsa u disghin fil-mija (95%) minn SportMalta ekwivalenti ghal hmistax il-elf disgha mija u sittin ewro (€15,960) fis-sena bhala sussidju moghti minn SportMalta, b'dana ghalhekk li l-ammont ta' kera dovut mill-klabb kull sena u li ghandu jithallas kull sena bil-quddiem huwa l-ammont ta' tmin mija u erbghin ewro (€840) fis-sena u dan ab bazi tal-istima hawn annessa tal-Perit David Grima mmarkata Dokument 'S'. Madankollu, f'gheluq kull perjodu ta' hames (5) snin mid-data indikata tat-12/8/2016 dan l-ammont ta'

kera beda jigi u ghandu jibqa' jigi rivedut b'zieda ta' ghaxra fil-mija (10%) tal-kera ezistenti meta ssir ir-revizjoni, biex b'hekk, il-kera li tithallas ghal kull hames (5) snin wara kull revizjoni, ikun l-ammont tal-kera hekk rivedut.

Ghal kull buon fini qed jigi iddikjarat illi il-kera ta' tmien mija u erbghin ewro (€840) hija kif diga' riveduta (peress illi ghaddew diga hames (5) snin mill-effett ta' din il-proroga ta' kera u ghalhekk l-ewwel revizjoni li jkun imiss tal-kera kif fuq stipulat ghandu jsehh fit-tnax t'Awwissu tas-sena elfejn u sitta u ghoxrin (12/8/2026), mbad kull perjodu ta' hames (5) snin sussegwenti.

(3) Il-kera ghandu jithallas bil-quddiem fi-Ufficcju ta' SportMalta, f'zewgt (2) rati ndaqs, jigifieri kull sitt (6) xhur, u l-kera ghandu jitqies li ma thallasx puntwalment jekk xi rata ta' kera ma tkunx thallset fi zmien tlett (3) ijiem mill-gurnata li fiha l-klabb ikun gie mitlub, ukoll bil-fomm, minn SportMalta jew xi haddiehor ghalih, biex ihallas dik ir-rata ta' kera dovuta.

(4) Il-hlas tal-kera jitqiegħed minn SportMalta f'fond imsejjah *Sports Fund*, li jkun amministrat minn-SportMalta

(5) Il-proprjeta' ghandha tintuza esklussivament għall-attivitá sportiva, li jista' jinkludi ufficini amministrattivi għall-attivitá sportiva, *gymnasiums*, *sport clinics*, u facilita' ta' bottegin, izda mhux b'tali mod li jibdel in-natura principali tal-kumpless sportiv. Il-klabb irid jitlob permess lill-SportMalta sabiex jkun jista jopera bottegin.

(6) Il-proprieta' qed tinkera *tale quale*, u l-klabb ghandu l-obbligu li jzomm l-istess proprjeta' fi stat tajjeb ta' manutenzjoni, u tagħmel dawk ix-xoghlijiet u t-tiswijiet ordinarji u straordinarji kollha necessarji ghal dan il-ghan, u dana minghajr ebda dritt ta' rimbors jew kumpens.

F'kaz li l-klabb jhoss il-htiega, jew ikun hemm il-bzonn ta' kwalunkwe xogħol strutturali, is-socjeta' trid titlob permess bil-miktub lill-SportMalta sabiex il-klabb jkun jista' jwettaq dan ix-xogħol u/jew biex tagħmel talba lill-Awtorita' għall-Ippjanar (PA). Il-klabb ma jistax japplika għand il-Planning Authority u/jew twettaq xogħol strutturali minghajr ma' jkollu l-permess bil-miktub ta' SportMalta.

(7) Il-klabb qabel ma jibda xi xoghlijiet jew tiswijiet, li bil-ligi jew skond dan il-ftehim, ghandu jagħmel, ghandu javza b'hekk lill-SportMalta biex ikun jista' jispezzjona u jissorvelja l-ezekuzzjoni tal-

xogholijiet; u, jekk ikun meqjus xieraq minn-SportMalta, l-istess xoghlijiet jew tiswijiet ghandhom isiru taht it-tmexxija ta' Perit jew persuna ohra professjonali, accettabbli minn SportMalta, u dan ghas-spejjez tal-klabb.

(8) Il-klabb jkun responsabbli li ma jigix sfigurat, mutilat, jew isir tibdil fil-fond b'xi skrizzjoni, pittura, skultura, jew kull xoghol jew kitba jew sinjal iehor dwar xi valur storiku, artistiku, arkeologiku jew ta' antikita` li jista' jkun jezisti jew li ghandu mnejn jinkixef fil-proprjeta', u huwa espressivament miftiehem illi kull oggett, xoghol, jew sinjal li jkollu dan il-valur, li f'xi zmien jista' jinstab fil-proprieta', jew f'xi parti tieghu, ghandu jitqies skond kif jinghad fl-Att dwar il-Patrimonju Kulturali (Kapitolu erbgħa mija u hamsa u erbghin [Kap 445] tal-Ligijiet ta' Malta).

(9) Il-klabb m'ghandux izomm jew jahzen, fl-ebda naha tal-proprjeta' b'dan il-ftehim mikri lilhu, l-ebda merkanzija jew oggetti li jistghu jiehdu n-nar jew jisplodu, fosthom oggetti li jaqbdu/jisplodu malajr kif ukoll oggetti li x'aktarx, minhabba f'xi kawza, jiproducu jew izidu l-periklu ta' hruq/spluzjoni fil-proprjeta', sew minnhom infushom, kemm minhabba li jkunu qrib materjal infjammabbli.

(10) Bla hsara għall-obbligi tal-klabb taht il-klawsola fuq imsemmija bin-numru sitta (6) u sebgha (7) li jagħmel ix-xoghlijiet ta' manutenzjoni u tiswijiet kif hemm mahsub, huma kollha a karigu tal-klabb:-

(i) kull stallazzjoni ta' elettriku u ilma fejn ma jezistux, jekk ikunu mehtiega.

(ii) il-kiri ta' l-arloggi ta' l-ilma u l-elettriku għall-konsum, u l-hlas tat-telefon u kull stallazzjoni ohra, jekk ikun hemm, u kull hlas ta' drittijiet dwar dawk is-servizzi u ta' kwalunkwe servizzi ohrajn, jkun responsabbilita` tal-klabb wahdu.

(11) Il-klabb ma jistax icedi, jissulloka jew bi kwalunkwe titolu iehor jittrasferixxi l-proprjeta' mikrija lil terzi persuni jew jidhol fi shubija dwar it-tmexxija tal-fond imsemmi jew ta' xi parti minnhu, hlief għal xi facilitajiet tal-bottegin u dan basta ma tinbidilx in-natura principali tal-kumpless sportiv kif stipulat fil-klawsola fuq imsemmija bin-numru hamsa (5). Oltre dan, pero', l-azzjonijiet tal-klabb (jekk ikun il-kaz), ma jistghux jigu trasferiti *inter vivos* minghajr il-permess bil-miktub ta' SportMalta, liema permess ma jistax jigi mizmum minghajr raguni valida.

(12) Fl-gheluq il-lokazzjoni (kirja) u/jew xoljiment u/jew it-

terminazzjoni tagħha, kwalunkwe benefikati jew miljoramenti magħmulin isiru *ipso facto* tal-Gvern ta' Malta/SportMalta u l-klabb m'għandhu fl-ebda zmien, dritt ta' kwalunkwe kumpens għal kwalunkwe benefikati jew miljoramenti li jista' jkun għamel fl-istess proprjeta'.

(13) Il-proprjeta' tkun għall-użu wkoll tal-Youth Nursery tal-istess klabb u fil-hinijiet tal-iskola, bi ftehim, il-proprjeta' tinfetaħ għall-użu tat-tfal ta' l-iskola. Jekk ma jkunx hemm qbil, il-kwistjoni tmur quddiem SportMalta u d-deċiżjoni tiegħu tkun finali.

(14) L-klabb huwa direttament responsabbli lejn SportMalta, li tirrappreżenta lill-Ministru jew is-Segretarju Parlamentari responsabbli mill-Isport. Għal dan il-ghan, kull persuna inkarigata minn SportMalta, għandu jithalla jidhol biex jagħmel, f'kaz ta' bzonn, spezzjoni tal-facilitajiet sportivi ossia proprjeta' mikrija.

(15) Il-Gvern Centrali, permezz tal-Ministru responsabbli mill-Isport/SportMalta għandu jkollhu d-dritt li jagħmel uzu b'xejn mill-proprjeta' hawnhekk mikrija, għall-perjodu ta' mitejn (200) siegħa b'kollox fis-sena liema siegħat mhux bil-fors li jkunu konsekuttivi. Irid jingħata pre-avviz ta' mill-anqas xahar lill-klabb u d-dati u l-hinijiet jkunu ffixati minn SportMalta b'konsultazzjoni mal-klabb ikkoncernat.

(16) Fl-uzu tal-facilitajiet sportivi tal-klabb m'għandux ikun hemm diskriminazzjoni minhabba kulur, razza, religjon, politika jew sess.

(17) Il-klabb għandu l-jedd li jigbor mizati xierqa u ragonevoli għall-uzu temporanju tal-facilitajiet li jinsabu fil-proprjeta'. SportMalta għandha l-jedd li tara li din il-mizata hi wahda xierqa u ragonevoli.

(18) Il-klabb għandu jkun affiljat mal-Assocjazzjoni jew Federazzjoni Nazzjonali kif ukoll irregistrat mal-Awtorità għall-Integrità fl-Isport Malti (AIMS). Il-klabb huwa obbligat li jagħti lill-AIMS dak kollu stabbilit fl-Avviz Legali mijja wieħed u erbghin tas-sena elfejn tlieta u għoxrin (A.L.141/2023), hekk kif emendat bl-Avviz Legali mitejn seba' u għoxrin tas-sena elfejn erba' u għoxrin (A.L.227/2024), l-isem tal-membri tal-kumitat u jibgħat kopja tal-Accounts. Il-klabb huwa obbligat ukoll li jinforma lill-AIMS bi kwalunkwe tibdil li jkun sar fl-istatut.

(19) Jekk il-klabb ixolji, jew itemm ir-registrazzjoni tiegħu mal-Awtorità għall-Integrità fl-Isport Malti (AIMS), jew jekk jkun waqqaf mill-attività sportiva tiegħu, fuq l-imsemmija proprjeta', il-lokazzjoni (kirja) tintemm *ipso iure* u l-proprjeta' imsemmija tghaddi lura għand SportMalta immedjatament, bil-

miljoramenti/benefikati kollha li jkunu sehhu fiha. Sabiex jigi stabbilit jekk il-klabb xoljiex jew waqafx mill-attivitá sportiva tieghu, ghandu jittiehed il-parir minghand SportMalta, b'konsultazzjoni ma' l-Ghaqda Sportiva Nazzjonali koncernata.

(20) B'zieda mad-drittijiet l-ohra li ghandu l-Gvern, inkluz tramite SportMalta, skond xi wahda mill-kundizzjonijiet ta' hawnhekk, SportMalta ikollu l-jedd li jtemm il-lokazzjoni (kirja), jekk il-klabb jaghmel xi haga bi ksur jew jonqos milli jaghmel xi wahda mid-disposizzjonijiet ta' kull wahda mill-kondizzjonijiet ta' hawn fuq imsemmijin, jew ta' kull kundizzjoni ohra li huwa ntrabat li josserva u, f'kull kaz, il-lokazzjoni (kirja) tintemm malli, jew minn dik id-data, kif jiddikjara SportMalta, ukoll b'mezz ta' ittra, u minghajr il-htiega t' att gudizzjarju.

(21) It-terminazzjoni jew determinazzjoni tal-kirja, m'ghandhom bl-ebda mod jippregudikaw id-drittijiet tal-Gvern ossia SportMalta, li jkunu nqalghu minhabba fl-obbligi jew pieni li jkun dahal fihom il-klabb, obbligi jew pieni li jibqghu xorta wahda fis-sehh jew li ghandu dritt ghalihom il-Gvern ossia SportMalta.

(22) Il-klabb huwa responsabbli li jaghmel tajjeb u jzomm lill-Gvern/SportMalta hieles minn kwalunkwe azzjoni, proceduri u talbiet maghmulin kontra l-istess Gvern/SportMalta, u kwalunkwe telf, danni, spejjes, hlasijiet u obbligazzjonijiet li jista' jsufri l-Gvern/SportMalta, direttament jew indirettament, ma' din il-lokazzjoni (kirja) huma a kariku ta', u ghandu jaghmel tajjeb ghalihom, il-klabb.

(23) SportMalta ghandu d-dmir li jara li l-kundizzjonijiet kollha ta' dana l-att jigu osservati mill-klabb. F'kaz ta' ksur ta' xi kundizzjoni stipulata f'dan l-Att, it-titolu legali tal-istess proprjetà jerga' jirritorna lura lill- SportMalta.

(24) Dan il-ftehim jista' jigi prorogat mill-Gvern favur il-klabb fl-gheluq tal-perjodu tieghu ghal durata ohra ta' sittax (16) il-sena fl-gheluq tieghu.

Dan il-ftehim mhu bl-ebda mod jahfer u/jew jippregudika d-dritt ta' SportMalta ghal kwalunkwe ammont dovut lilhu sallum minhabba l-okkupazzjoni tal-istess proprjetà.

Il-komparenti partijiet qeghdin jaqblu li dan il-ftehim jikkostitwixxi l-ftehim kollu u esklussiv bejn il-komparenti partijiet u huwa dan il-ftehim biss li mil-lum 'il quddiem ser jirregola r-relazzjoni legali ta' bejn il-komparenti partijiet.

Miktub, moqri u ppublikat wara d-debita ċerjorazzjoni
skond il-liġi f'Malta,



RINELLA TENNIS CLUB

RINELLA BAY, KALKARA

WEBSITE: WWW.RINELLATENNISCLUB.COM

EMAIL: RINELLATENNISCLUB@GMAIL.COM

15 April 2024

SportMalta

Cottonera Sports Complex

Vjal il-Kottoner

Bormla BML 9020

RE: Extract from Meeting Minutes held on 28 February 2024

The Committee convened on the 28th of February 2024 to discuss and renew the resolution dated 23 November 2020 regarding the authorization of the signatories to sign the lease agreement between SportMalta and the Rinella Tennis Club.

After careful consideration and deliberation, it was unanimously agreed that the Club authorizes the below listed signatories to sign the lease agreement between SportMalta and Rinella Tennis Club regarding the Club premises.

Mr Dione Gravino (President) - 26269M

Dr Andrew Stafrace (Secretary) - 414487M

Andrew Stafrace

Dr Andrew Stafrace

Secretary



RINELLA TENNIS CLUB
RINELLA BAY, KALKARA
WEBSITE: WWW.RINELLATENNISCLUB.COM
EMAIL: RINELLATENNISCLUB@GMAIL.COM

Data: 23 Novembru 2020

SportMalta
 Cottonera Sports Complex
 Vjal il-Kottoner
 Bormla BML 9020

Fid- 23 Novembru 2020 kien gie rizolt li ssir talba ghat-trasferiment tal-art fi Rinella Bay, Kalkara KKR 1231. Galadarba l-kumitat huwa infurmat li l-art ghaddiet lil SportMalta u se tkun qed tigi mghoddija lil Rinella Tennis Club, l-istess kumitat qed jirrisolvi li s-sussegwenti ghandhom ikunu il-firmatarji fuq il-kuntratt tat-trasferiment:

	Isem	Pozizzjoni fil-kumitat	Numru tal-Karta tal-Identita'
1	Dione Gravino	President	26269M
2	Andrew Stafrace	Segretarju	414487M

Tislijiet,


 Dione Gravino
 President


 Stephen Lughermo
 Vici-President



 Dr Andrew Stafrace
 Segretarju


 Mario Xerri
 Tezorier


 Ing Malcolm Scerri
 Membru


 Johann Gatt
 Membru


 Karl Debattista
 Membru


 Frank Dimech
 Membru





RINELLA TENNIS CLUB
RINELLA BAY, KALKARA
WEBSITE: WWW.RINELLATENNISCLUB.COM
EMAIL: RINELLATENNISCLUB@GMAIL.COM

Isem tal-assoċjazzoni/klabb: Rinella Tennis Club

Detalji tal-firmatarji:

1	Isem:	Dione Gravino
	Požizzjoni fil-kumitat:	President
	Numru tal-Karta tal-Identita`:	26269M
	Indirizz tar-residenza:	5, St.Joseph, Italian Mission Rd. Kalkara
	Post u data tat-twelid:	Pieta / 25 December 1968
	Impjeg:	Director Finance & Admin Malta Public Service
	Isem u Kunjom il-missier:	I/Anthony Gravino
	Isem u Kunjom ta' xebba tal-omm:	I/Maria nee Aquilina

2	Isem:	Andrew Stafrace
	Požizzjoni fil-kumitat:	Segretarju
	Numru tal-Karta tal-Identita`:	414487M
	Indirizz tar-residenza:	21, Triq Giuseppe Stivala, Naxxar NXR 1943
	Post u data tat-twelid:	Pieta, 13 Settembru 1987
	Impjeg:	Avukat
	Isem u Kunjom il-missier:	Raphael Stafrace
	Isem u Kunjom ta' xebba tal-omm:	Pauline Cuschieri

MINISTERU GHALL-GUSTIZZJA
U GHALL-INTERN
Taqsima Proprjeta' tal-Gvern
DIPARTIMENT TA' L-ARTIJET



MINISTRY FOR JUSTICE
AND HOME AFFAIRS
Government Property Division
LAND DEPARTMENT

Land: 181/98
Tenement: 78779

31st October 2007

Rinella Tennis Club
Rinella Creek
Kalkara

Tennis Court & Buildings - Rinella Creek - Kalkara

I would like to inform you that in view of the recently enacted Sports Act, the administration of the above-captioned property has been passed to the *Kunsill Malti għall-Isport*.

In view of the above, all matters related to property in question (including payment of rent) should be addressed to the *Kunsill Malti għall-Isport*.

Regards,

 P. Catania (Ms)
Assistant Principal

P Catania
f/Director Land

c.c. Executive Secretary - Kunsill Malti għall-Isport

Government Property Division - 1

Directorate General
Paviljojn Sciberras
Director General
Auberge de Baviere,
Valletta CMR 02
Tel. 22953000, Fax. 21234925

Land Department
Albert Mamo
Director
Auberge de Baviere,
Valletta CMR 02
Tel. 22953000, Fax. 21237970

Juris Office
Joseph Scimha
Director
Sa Maison Road,
Floriana CMR 02
Tel. 21249678, Fax. 21249679

Estate Management Department
Joseph Caruana, M.B.A.
Director
Auberge de Baviere,
Valletta CMR 02
Tel. 22953000, Fax. 21220845

Ilum, 12 ta' Jannar, 2000

Il-Kummissarju tal-Artijiet bl-awtorizzazzjoni tal-Gvern ta' Malta, jikri bis-sahha ta' din l-iskrittura lil *Giuseppe Vassallo* u *Janet Vassallo*, President u Segretarju rispettivament ta' *Rinella Tennis Club* (hawn taht insejjah il-klabb), il-*Tennis Court* u strutturi sid-dahla ta' Rinella (Ex - Rinella WT Station), kif muri bl-ahmar fuq pjanta LD 24/2000/A kif registrat bhala Tenement Numru 78779.

L-istess *Giuseppe Vassallo* u *Janet Vassallo* jiddikjaraw li jafu bil-kundizzjoni utwali tal-fond u qeghdin jaccettaw din il-kirja bil-kundizzjonijiet hawn taht imsemnija li jiddikjaraw li jafathom u jintrabtu li jhallu puntwalment il-kera kif hawn iffissat u jaqdu l-obbligi kollha msemmija.

1. Din il-kirja qeghda ssir għall-perjodu ta' sittax il-sena, li jibdew jghoddu minn 12 ta' Jannar, 2000. L-imsemmi perjodu tal-kirja jista' jigi prorogat mill-Gvern favur il-klabb fl-gheluq tiegħu għal zewg perjodi oħra tal-istess durata.

2. Il-kera lija ta' mitejn u hamsin Lira Maltin (Lm250.00) fis-sena. Fgħeluq kull perjodu ta' hames (5) snin dan l-ammont ta' kera jigu rivedut għal nieda ta' għaxra fil-mija (10%) tal-kera esistenti meta jsir ir-revizjoni, biex b'hekk il-kera li jithallas għal kull hames (5) snin wara kull revizjoni tkun il-kera hekk riveduta.

3. Il-kera għandu jithallas bil-quddiem fl-Ufficioju tal-Artijiet f'zewg rati ndaqz jgificri kull silt xhur, u l-kera għandu jitqies li ma thallasx puntwalment jekk xi rata ta' kera ma tkunx thallset fi zmien tlett ijiem mill-gurnata li fiha l-kerrej jkun gie milub, ukoll bil-fomm, mill-Kummissarju tal-Artijiet jew xi haddiehor għalih, biex ihallas dik ir-rata ta' kera.

4. Il-hlas tal-kera jitqiegħed mid-Dipartiment tal-Artijiet f' fond insejjah *Sports Fund*, li jkun amministrat mill-Kunsill Malti għall-Isport.

5. Il-fond għandu jintuza esklussivament għall-attivita' sportiva, li jista' jinkludi ufficini amministrattivi għall-attivita' sportiva *gymsnasiums*, *sport clinics*, u facilitajiet oħra għal min juza jew jiffrekwenta din il-propjeta', izda mhux tali li jibdel in-natura principali tal-kumpless sportiv.

6. Il-fond hu mikri *take care*, u l-klabb għandu l-obbligu li jzomm il-fond fi stat tajjeb ta' manutenzjoni u jagħmel dawk ix-xogħolijiet u t-tiswijiet ordinarji u straordinarji kollha necessarji għal dan il-ghun, u dana minghajr ebda dritt ta' rimbors jew kumpens.

7. Il-klabb għandu, qabel ma jibda xi xogħlijiet jew tiswijiet li, bil-ligi jew skond dan il-ftehim, għandu jagħmel, javza b' hekk lill-Kummissarju ta' l-Artijiet biex ikun jista' jispezzjona u jissorvelja l-esekuzzjoni tax-xogħol; u, jekk ikun meqjus xieraq mill-Kummissarju tal-Artijiet, l-istess xogħlijiet jew tiswijiet għandhom isiru taht it-tnexxija ta' Perit jew perawnt oħra professjonista accettabbli mill-Kummissarju tal-Artijiet u bi spejjez tal-kerrej.

8. Il-klabb jkun responsabbli li ma jigix sfigurati, mutilati, jew isir tibdil fil-fond b' xi skrizzjoni, pittura skultura, jew kull xogħol jew kitba jew sinjal iehor dwar xi valur storiku, artistiku, arkeologiku jew ta' antikita' li jista' jkun jezisti jew li għandu mnejn jinkixef fil-fond; u huwa espressament mistiehem illi kull oggett, xogħol, jew sinjal li jkollu dan il-valur li f' xi zmien jista' jinstab fil-fond jew f' xi parti tiegħu, għandu jitqies skond kif jingħad fl-Att dwar il-Protezzjoni ta' Antikitajiet (Kapitolu 90).

9. Il-klabb m'għandux izomm jew jażen fl-ebda naħa tal-fond b'dm il-istess mikri lili ebda merkanzija jew ogġetti li jistgħu jkunu n-nar, fosthom ogġetti li jaqbdu malajr kif ukoll ogġetti li x'aktarx, minhabba f'xi kawza, jipproduċu jew iżidu l-periklu ta' hruq jew li jinxtered il-hruq tal-fond, sew minnhom infushom, kemm minhabba li jkunu qrib materjal infjammabbli, jekk il-kerrej ma jkunx assigurat l-istess fond kontra l-hsarat bin-nar jew b'konsegwenza ta' nar b'mezz ta' polza favur il-Gvern u għal somma daqs il-valur tal-fond hawnhekk mikri lili u ta' kull propjeta tal-Gvern li tmiss miegħu, qiegħda fuqu u tahtu, valur li għandu jkun deciz mill-Kummissarju tal-Artijiet. Jekk il-klabb jagħmel xi haga kontra dawn l-obbligi, jew jonqos li jassigura l-fond, huwa jkun responsabbli ta' kull hsara li ssir f'kull naħa ta' l-istess fond bi hruq jew minhabba li jkun sar hruq, inkluż dak il-hruq li jista' jkun sar bla htija tiegħu jew minn xi hadd mill-persuni msemmija fl-artikolu 1652 tal-Kodici Civili (Kapitolu 23) jew minhabba f'xi kawza kontemplata fl-artikolu 1651 ta' l-istess Kodici.

10. Bla hsara għall-obbligi tal-klabb taht il-klawsola 7 li jagħmel ix-xogħlijiet ta' manutenzjoni u tiswijiet kif hemm maħsub huma kollha b'karigu ta' l-inkwilini:

(a) kull stallazzjoni ta' elettriku u ilma fejn ma jezistux, jekk inkunu meħtieġa.

(b) il-kiri ta' l-arloggi ta' l-ilma u l-elettriku għall-konsum, u l-hlas tat-telefon u kull stallazzjoni oħra, jekk ikun hemm, u kull hlas ta' drittijiet dwar dawk is-servizzi, tkun responsabbilita' tal-klabb wahdu.

11. Il-klabb ma jistax iccdi din il-kirja jew jissullok l-fond, sew kollu kemm hu jew bicca minru jew jidhol fi shubija dwar il-fond.

12. Fl-gheluq il-kirja u/jew xoljiment u /jew terminazzjoni ta' kirja, kwalunkwe benefikati jew miljoramenti magħmulin isira *ipso facto* tal-Gvern u l-klabb ma għandu fl-ebda zmien, dritt ta' kwalunkwe kumpens għal kwalunkwe benefikati jew miljoramenti li jista' jkun għamel.

13. Il-Gvern, permezz tal-Kunsill Malti għall-Isport għandu d-dmir li jara li l-kundizzjoniet kollha ta' din il-kirja jigu osservati.

14. Il-fond ikun għall-uzu wkoll tal-*Youth Nursery* tal-istess klabb u fil-hinijiet ta' l-iskola, l-imnobbli finctah għall-uzu tat-tfal ta' l-iskola bla hlas hlief għal servizzi provduti ta' tindif u sigurtà. Jekk ma jkunx hemm qbil, dwar dan il-istess il-kwistjoni tmur quddiem il-Kunsill Malti għall-Isport u d-decizjoni tiegħu tkun finali.

15. Il-Ministru jew Segretarju Parlamentari responsabbli mill-Isport għandu jibgħat kopja tal-istess tal-kirja bil-kundizzjonijiet kollha misfehma mal-klabb lill-Kunsill Lokali fejn jinsab il-fond.

16. Il-klabb huwa direttament responsabbli lejn il-Kunsill Malti għall-Isport li jirrappreżenta lill-Ministru jew is-Segretarju Parlamentari responsabbli mill-Isport. Għal dan il-ghan kull persuna inkarigata mill-Kunsill Malti għall-Isport għandu jithalla jidhol biex jagħmel, f'kaz ta' bżonn, spezzjoni tal-facilitajiet sportivi ossia propjeta' mikrija.

17. Il-Gvern Centrali u l-Kunsill Lokali, permezz tal-Ministru responsabbli mill-Isport, għandu jkollhom d-dritt li jagħmlu uzu b'xejn mill-fond hawn hekk mikri, għall-perjodu ta' gimgħatejn b'kollox fis-sena liema gimgħatejn mhux bil-fors li jkunu konsekuttivi. Irid jingħata pre-avviz ta' mill-anqas saħar lill-klabb u d-dati jkunu fissati f'konsultazzjoni mal-klabb ikkoncernat.

18. Fl-uzu tal-facilitajiet sportivi tal-klabb m'għandux ikun hemm diskriminazzjoni minhabba kultur, razza, religjon, politika jew sess.

19. Il-klabb ma' jistax iccedi, jissulloka jew bi kwalunkwe titolu ieħor jitransferixxi l-proppjeta' mikrija lil terzi persuni jew jidhol fi sħubija dwar it-tmexxija tal-fond imsemmi jew ta' xi parti minnu, hlief għal xi facilitajiet tal-*bar* jew *catering* u servizzi oħra, basta ma tintbidilx in-natura principali tal-komplex sportiv kif stipulat fil-klawsola 5.

20. Il-klabb għandu l-jedd li jgħor mizati xierqa u raġonevoli għal uzu temporanju tal-facilitajiet li jinstrabu fil-fond. Il-Kunsill Malti għall-*Isport* għandu l-jedd li jara li din il-mizata hi waħda xierqa u raġjonevoli.

21. Il-klabb għandu jkun affiljat mal-*Assocjazzjoni* jew *Federazzjoni* Nazzjonali kif ukoll registrat mal-Kunsill Malti għall-*Isport*. Il-klabb huwa obligat li jagħti lill-Kunsill tal-*Isport* kopja ta' l-Istatut; l-isem tal-membri tal-kumitat u jibgħat kopja ta' l-*Accounts*. Il-klabb huwa obligat ukoll li jinforma lill-Kunsill ta' l-*Isport* bi kwalunkwe tibdil li jkun sar fl-Istatut.

22. Jekk il-klabb ixolji jew jekk ikun waqaf mill-*attivitá* sportiva tiegħu, fuq l-imsemmija fond il-kirja tintemm *ipso iure* u l-fond imsemmi jgħaddi lura għand il-Gvern immedjament bil-miljoramenti/benefikati kollha li jkunu sekħu fih. Sabiex jigi stabbilit jekk klabb xoljiex jew waqafx mill-*attivitá* sportiva tiegħu għandu jittieħed il-parir mingħand il-Kunsill Malti għall-*Isport* b'konsultazzjoni mal-Għaqda Sportiva Nazzjonali koncernata.

23. B' zieda mad-drittijiet l-oħra li għandu l-Gvern skond xi waħda mill-kondizzjonijiet ta' hawnhekk, il-Gvern ikollu l-jedd li jtemm il-kirja jekk il-klabb jagħmel xi haġa bi ksur jew jonqos li jagħmel xi waħda mid-disposizzjonijiet ta' kull waħda mill-kondizzjonijiet ta' hawn fuq jew ta' kull kondizzjoni oħra li huwa ntrabat li josserva u, f' kull każ, il-kirja tintemm malli, jew minn dik id-data, kif jiddikjara l-Kummissarju ta' l-Artijiet jew xi haddieħor għalih, ukoll b' mezz ta' ittra, u mingħajr il-htiega ta' att gudizzjarju.

24. Il-terminazzjoni jew determinazzjoni tal-kirja n'għandhom bl-ebda mod jippregudikaw id-drittijiet tal-Gvern li jkunu nqalghu minhabba fl-obbligi jew pieni li jkun dahal fihom il-klabb, obbligi jew pieni li jibqgħu xorta waħda fis-seħħ jew li għandu dritt għalihom il-Gvern.



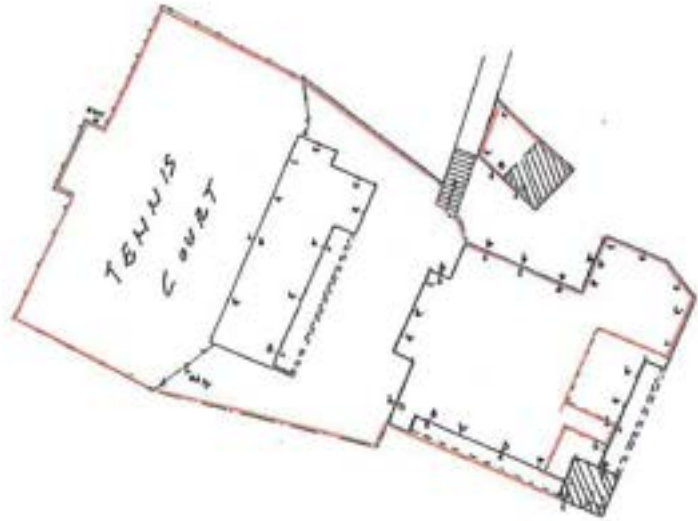
President



Segretarju


Direttur tal-Artijiet

KALKARA LOCAL COUNCIL 29
RINELLA LAWN TENNIS CLUB



SITE PLAN SCALE: 1:2500
 S.S. 5672 M.R. 574-723



GOVERNMENT PROPERTY DIVISION			
LOCALITY: KALKARA			
L.D.No. 24/2000/A		SCALE: 1:500	
FILE: L. 181/98	Drawn by: <i>[Signature]</i>	Checked by: <i>[Signature]</i>	
(SGD.) J. SCIBERRAS A.A.C.E. Chief A. & C.E. DATE: - 4 APR 2000		Sgd. J. Caruana DIRECTOR ESTATE MANAGEMENT DATE: - 4 APR 2000	

Pagina 15 minn 40

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DOX 7

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20/02/2024

Re: Valuation Certificate 2585cc – Rinella Tennis Court

To whom it may concern,

Sport Malta has requested the undersigned to provide valuations of the above-mentioned property. Following my review, I hereby report as follows:

Valuation Reference	2585c
Property Address	Rinella Tennis Court
Customer	Sport Malta
Date of Inspection	20/02/2024
Purpose of Valuation	Valuation of immovable property for collateral purposes.
Basis of Valuation	This report leads to the valuation of the "Market Value" of the property, as defined in The European Valuation Standards 2016 Article EVS 1 that is "The estimated amount for which the property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without being under compulsion."
Property Title	Freehold: Remaining term - NA - years Ground Rent Payable: € Nil Other Encumbrances: Not applicable
Sources of Information	The above information has been provided by the client.
Description	
Property Classification	Commercial: Sports Complex
General Description	The property in reference is a tract of land in Rinella, referred as Rinella Tennis Court. The property in question consists of the following facilities: - Tennis court - Changing facilities - Bar and outdoor area - Scout Centre
Level (if applicable)	Not Applicable

Page 1 of 11

Structural/Architectural/Solutions

Rg, Iva-Bli Centre, Maysa Road, Triana LA 5012

m: (+356) 9947 8005

t: (+356) 2102 1100

e: info@sas.mt | i: sas

w: www.sas.mt | p: 00

Availability of Views	No Views
Availability of Lift	No
Construction Type	The construction of the tennis court consists of masonry stone blocks around its perimeter with fencing all around, as well as light fixtures. The construction of the building for the Rinella tennis changing facilities, as well as the construction of the building for the Rinella Scout Centre, consists of masonry stone blocks and reinforced concrete slabs.
Current State of Finish	Finished
New Building	No
Schedule of Accommodation	Refer to Appendix B for schedule of accommodation.
External Accommodation	Refer to Appendix B for schedule of external accommodation.
Availability of Garage	No
No. of Cars	Not Applicable
Located at	Not Applicable
Areas	
Site Footprint	1,394 m ²
Other Comments	
Energy Related Features (Existing)	Not Applicable.
Year of Construction	Not Applicable.
Location Type	Other: Scheduled Building Setting Outside Development Zone
Planning Issues	
Planning Permit	Refer to Appendix D
Variations Noted	N/A
Further Comments	Nil
Defects Observed	No structural tests for said building have been commissioned. Comments below are based on visual observations undertaken during the valuer's site visit.
Valuation Methodology	The discounted cash flow valuation approach is considered the most suitable methodology in determining the current market value. In principle this model is based on the future cash flow the property can generate. The annual ground rent is extrapolated from the investment method. Valuation calculations are hereby presented in Appendix B below.
Special Conditions	<ul style="list-style-type: none"> This valuation does not consider furniture, fittings, movable equipment and customer's personal goodwill which is not considered part of the immovable security. Valuation for proposed development is based on the finishing

specifications indicated by customers during site inspection.

- The sole purpose for this valuation is for use by Sport Malta. The valuer does not accept liability if this certificate is relied upon by anybody else, whether for banking, accounting or any other purposes.
- Neither the whole nor any part of this Valuation Report, nor any reference thereto may be included in any published document, circular or statement, nor published in any way without the valuer's and the bank's written approval of the form and context in which it may appear.
- The valuer hereby declares that he/she holds no known conflict of interest in this assignment and may thus be considered as independent appraiser.
- Unless otherwise stated, it is assumed that the property is held on a free and unencumbered basis.
- Unless otherwise stated, I have assumed that the freehold and leasehold properties are capable of unrestricted transfer to third party purchasers (in the case of leasehold properties subject to the lessor's consent, not to be unreasonably withheld).
- I have not been made aware of any survey or report indicating the presence of contaminants or hazardous materials. No responsibility is thus assumed for the existence of any contaminant. Any subsequent identification of such substances may reduce the reported value and would be updated accordingly in an addendum report.
- A measured site survey was not undertaken, but areas are calculated by reference to identified boundaries of the property and the appropriate scaled drawings which were provided.
- When proposed development is still underway, when issuing this report, compliance to planning permit may be certified at time of issue.
- The valuation is being provided and is based on available data and key assumptions as declared above.

Further Comments and Key Assumptions

For this valuation, the Kiosk was not considered, the proceedings of the Kiosk are ancillary for these activities. The revenue is dedivided by the owner/tenant of the Kiosk. Therefore, it is assumed as negligible.

Annual Rent

Given the above considerations, the property has in my opinion has an annual ground rent of € 16,800 (Euro sixteen thousand and eight hundred).

Declaration

The undersigned Perit hereby certifies that, to the best of his knowledge, the declarations in this report are correct, and that all material considerations in respect of the valued property have been hereby disclosed.

Warrant No.

Date

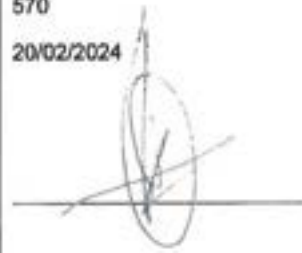
Signature

Perit David Grima

B.E.&A. (Hons.), MS.c (Lond), PG Dip (Cons Tech), A.&C.E., C.Eng, D.I.C, Eur
Ing, M.I.C.E.

570

20/02/2024

A handwritten signature in black ink, consisting of a large, stylized 'D' and 'G' intertwined, with a horizontal line extending to the left and a vertical line extending upwards from the top of the 'D'.

Appendix A: Definitions

- **Site Footprint** represents the largest area occupied by the property being valued (internal + external areas), at any particular floor. This area should exclude common spaces or other adjoining 3rd party properties.
- **Floor** is the floor number that the property is situated on. This field should only be filled in for apartments, penthouses and maisonettes. Ground floor and semi-basements should be flagged as 0. Higher levels should be flagged accordingly e.g. 1st Floor = 1 etc.
- **Gross Internal Area** is the total area of the whole unit including all rooms and internal spaces, this includes wall thickness (owned party wall to be included) but excluding yards, backyards and shafts. In addition, a garage which is not an integral part of the dwelling but situated in the vicinity of property being sold/bought in the same contract of sale should be included in the size of the property. This area should exclude common spaces.
- **Size of Property** should be calculated on the footprint of the plot on which the property is built per floor, including yards, shafts, front garden etc. (i.e. GIA + External Areas). In addition, a garage which is not an integral part of the dwelling but situated in the vicinity of property being sold/bought in the same contract of sale should be included in the size of the property. This area should exclude common spaces.
- **Year built** is the year that the property was built or when not available the year in which the permit was issued.
- **Lift:** the availability of lift should be flagged if the lift is installed and/or the space of a lift is present. This field should only be filled in for apartments and penthouses.
- **Views:** the presence of views should be flagged only if the view is seen from inside the property and/or from the balcony. Views seen from the roof top should not be included.

Appendix B: Development Profile and Calculations

Discounted Cash Flow

Annual Rent from existing facilities

Tennis court	Rent of Tennis Court	16.5
	Hours Available	20
	Occupancy	45.00%
	Daily Rent	148.5
Annual Rent	54202.5	

Total Annual Rent 54202.5

Table B1 – Annual Rent Income from the available sports facilities

Start of Year	Current ERV (Estimated Rental Value)	A (Future Value) of 1 Euro @ 0.00%			Projected Income	Outgoings	Forecast Income	PV @ 8.00%	Present Value	yp perp @ %	
		t	0	1.000							
1	54,202.50	0	0	1.000	54,202.50	(5,420.25)	48,782.25	0	1.000	48,782.25	16.000
2	54,202.50	1	0	1.000	54,202.50	(5,420.25)	48,782.25	1	0.926	45,168.75	16.000
3	54,202.50	2	0	1.000	54,202.50	(5,420.25)	48,782.25	2	0.857	41,822.92	16.000
4	54,202.50	3	0	1.000	54,202.50	(5,420.25)	48,782.25	3	0.794	38,724.92	16.000
5	54,202.50	4	0	1.000	54,202.50	(5,420.25)	48,782.25	4	0.735	35,856.41	16.000
6	54,202.50	5	5	1.000	54,202.50	(5,420.25)	48,782.25	5	0.681	33,200.38	16.000
7	54,202.50	6	5	1.000	54,202.50	(5,420.25)	48,782.25	6	0.630	30,741.09	16.000
8	54,202.50	7	5	1.000	54,202.50	(5,420.25)	48,782.25	7	0.583	28,463.97	16.000
9	54,202.50	8	5	1.000	54,202.50	(5,420.25)	48,782.25	8	0.540	26,355.53	16.000
10	54,202.50	9	5	1.000	54,202.50	(5,420.25)	48,782.25	9	0.500	24,403.27	16.000
					542,025.00	(54,202.50)	487,822.50			353,519.50	
11	54,202.50	20	20	1.000	54,202.50	(5,420.25)	48,782.25	20	0.215	10,466.14	16.000

Start of Year	Current ERV (Estimated Rental Value)	A (Future Value) of 1 Euro @ 0.00%			Projected Income	Outgoings	Forecast Income	PV
		t	0	1.000				
1	54,202.50	0	0	1.000	54,202.50	(5,420.25)	48,782.25	
2	54,202.50	1	0	1.000	54,202.50	(5,420.25)	48,782.25	
3	54,202.50	2	0	1.000	54,202.50	(5,420.25)	48,782.25	
4	54,202.50	3	0	1.000	54,202.50	(5,420.25)	48,782.25	
5	54,202.50	4	0	1.000	54,202.50	(5,420.25)	48,782.25	
6	54,202.50	5	5	1.000	54,202.50	(5,420.25)	48,782.25	
7	54,202.50	6	5	1.000	54,202.50	(5,420.25)	48,782.25	
8	54,202.50	7	5	1.000	54,202.50	(5,420.25)	48,782.25	
9	54,202.50	8	5	1.000	54,202.50	(5,420.25)	48,782.25	
10	54,202.50	9	5	1.000	54,202.50	(5,420.25)	48,782.25	
					542,025.00	(54,202.50)	487,822.50	

11	54,202.50	20	20	1.000	54,202.50	(5,420.25)	48,782.25	:
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Sale of Property @ Year 10	
Projected Rent	54,202.50
Outgoings	(5,420.25)
Forecast Income	48,782.25
YP perp @ %	16.000
PV @ % def'd 20 years	0.215
	167,458.31

Valuation	167,458.31
Agency Fees	0.00
Value of Complete Property	167,458.31

Rounded: 168,000.00

Table B2 – Existing Market Value of the sport facilities

	Value	Yield	Net rental income	Management Cost percentage	Gross Rental income
	€	%	€	%	€
DCF 1	168000	9.50%	15960	5.00	16800.00
			Total		16800.00

Table B3 – Calculation for annual rent

Valuation Conclusion

After having taken into consideration the above-mentioned assumptions and assessed the development in view of Planning Authority policies, local plan issues and the fact that the site is freehold and taking into account the potential use of the said property, I consider the following:

Total Annual Ground Rent = € 16,800 (Euro sixteen thousand and eight hundred)

Appendix C: Data Summary

Property Address	Rinella Tennis Court
Property Title	Freehold
Years Remaining	- NA -
Ground Rent Payable	€ Nil
Property Usage	Commercial:
Current State	Finished
New Building	No
Site Footprint	1,394 m ²
Availability of Garden	No
Availability of Pool	No
No. of Bedrooms	Not Applicable
Availability of Lift	No
Floor Level	Not Applicable
EPC Value	Not Available
Availability of Views	No Views
Valuation Methodology	DCF on cashflows (Net Income)
Annual Ground Rent	€ 16,800
Valuer	Perit David Grima
Warrant No.	570
Date of Issue	20/02/2024

Appendix D: Planning History and Constraints

At the time of writing of this report the following Planning Authority applications were traced on the PA website.

Case Number	Description of Works	Decision Publication Date	Case Status
PA/01758/12	Change of use to Class 6 Snack Bar including installation of sign, proposed construction of sanitary facilities and the construction of a wooden platform as shown in the proposed plans.	18/05/2013	Approved
PA/01339/16	Resurfacing of existing tennis court.	24/08/2016	Approved
PA/06832/18	Change of use of scheduled building from hall to class 4D restaurant and new sign on façade.	20/04/2022	Dismissed

Location & Planning Policy Considerations

The property is situated within Grand Harbour Local Plan (GHLP) within the development zone designated site.

The following are the relevant policy documents:

Grand Harbour Local Plan, April 2002 (GHLP)

Kalkara Identity Areas – Figure 33 – Property in question is marked within Wied ir-Rinella Area and is within the Outside Development Zone.

Grand Harbour Local Plan, September 2006 (GHLP)

The land in question is marked within the following:

- Site of Scientific Importance – GE01
- Area of Ecological Importance – GK15
- Area of Geological Importance – GK16

Appendix E: Photos



Photo 1: Rinella Tennis Pitch and facilities, Rinella (May 2023)



Photo 2: Rinella Tennis Pitch, Rinella (May 2023)



Photo 3: Rinella Tennis Pitch and facilities, Rinella (May 2023)



Photo 4: Rinella Tennis Pitch and facilities, Rinella (May 2023)



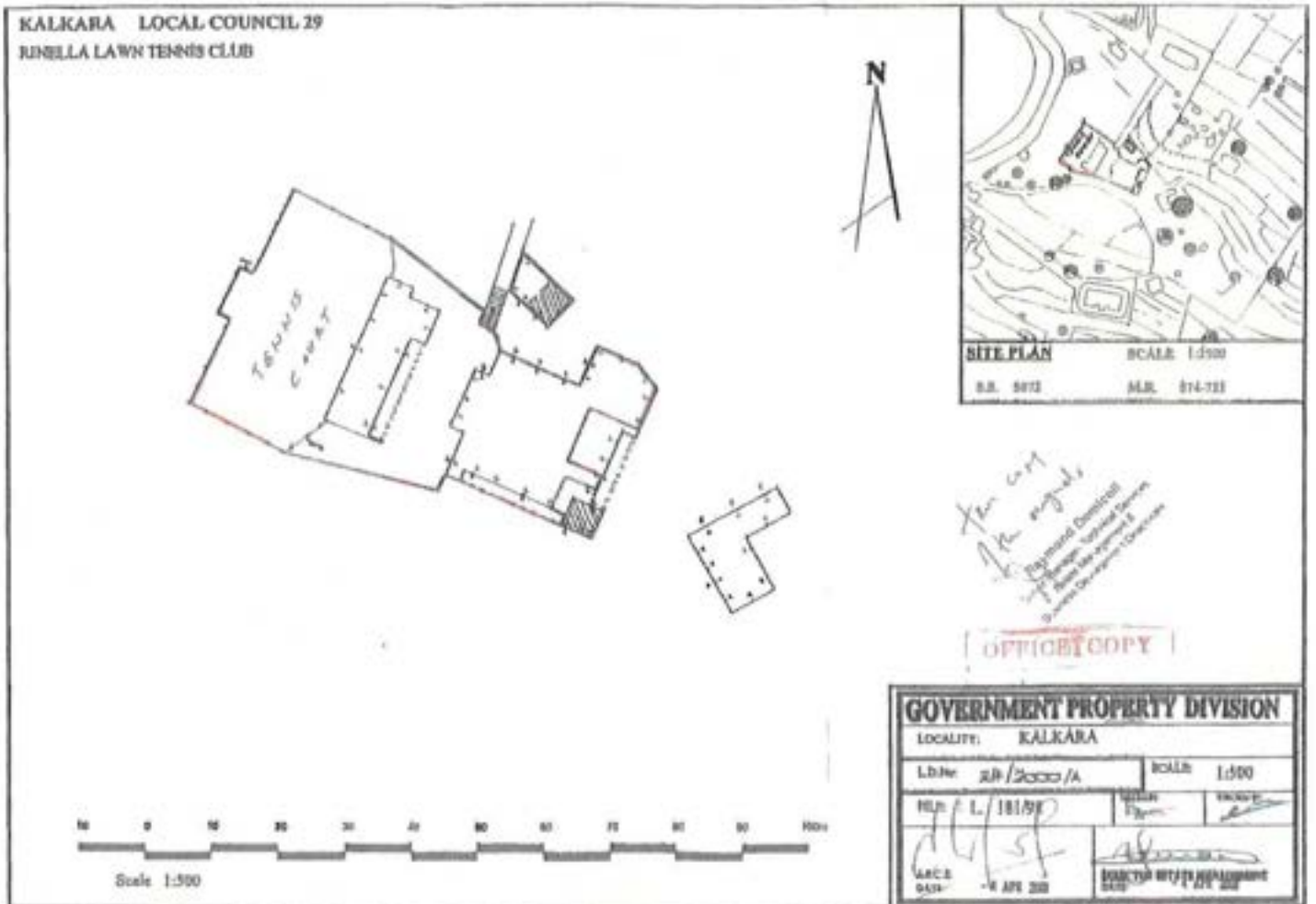
Photo 5: Rinella Tennis Pitch facilities, Rinella (May 2023)



Photo 6: Rinella Tennis Pitch and facilities, Rinella (May 2023)

Appendix F: Site Plan

Valuation Reference: 2585c





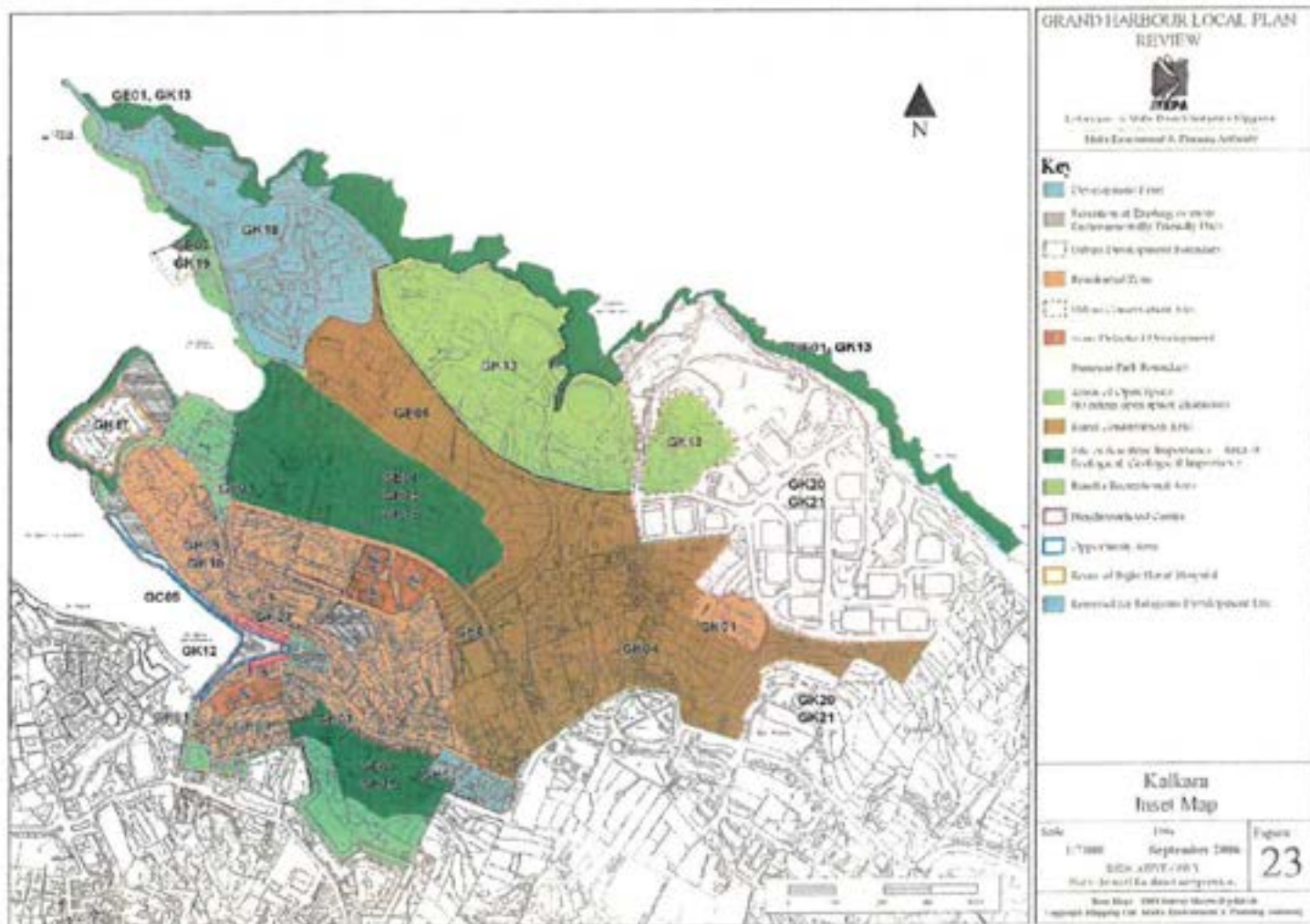
Orthophoto 2018

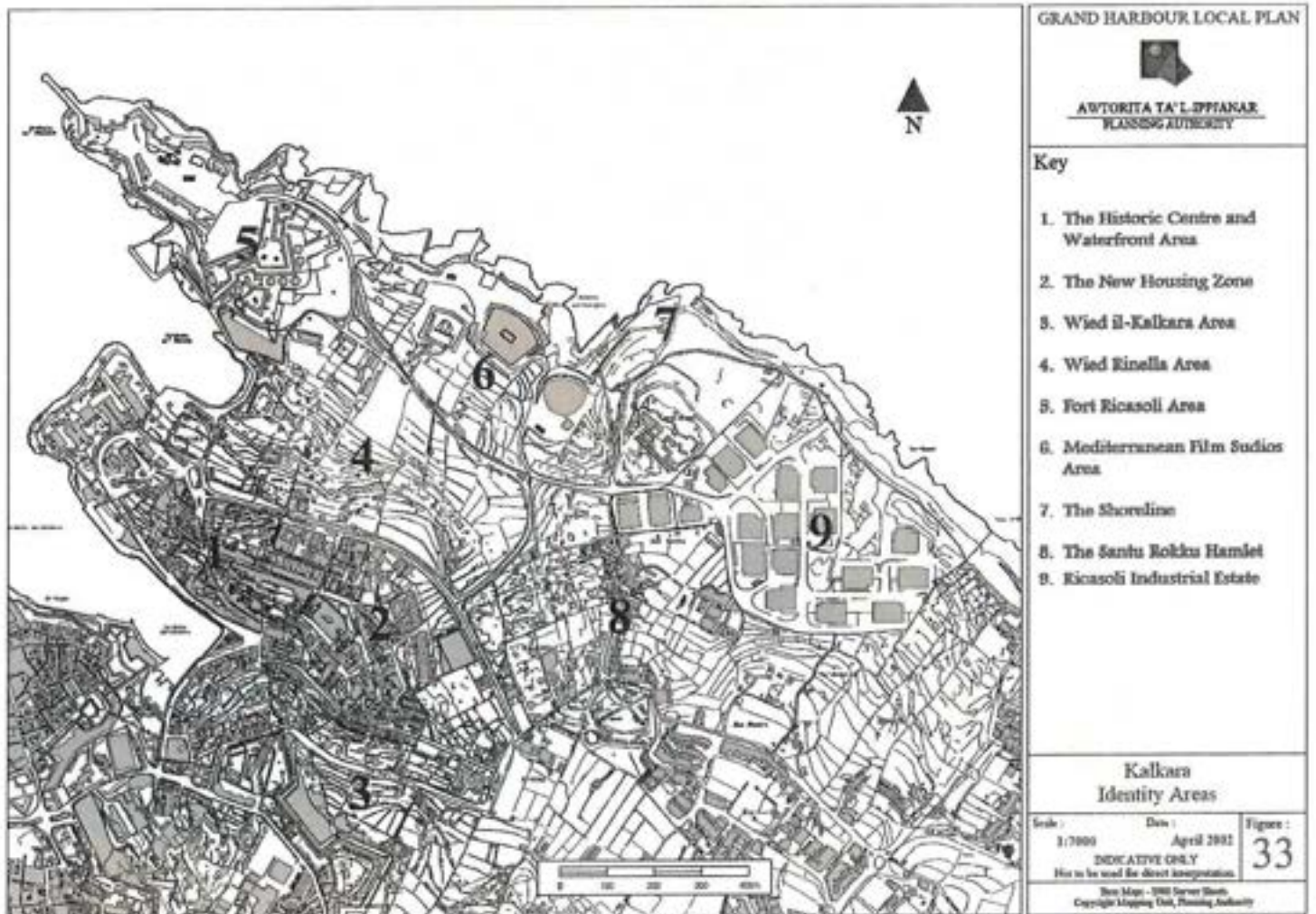


Planning Authority Basemap

Appendix G: Kalkara Policy Maps

Valuation Reference: 2585c





Date: 20/02/2024

Request for calculation of valuation subsidy

As per SportMalta Lands Section SoP procedures kindly provide the section with the following values for the valuation performed on a pocket of land located in Rinella Tennis Court (attached with this document as annex 47):

- 1) Original Rental Value of property in question as indicated in Valuation:
€ 16,800

- 2) The value of the 95% subsidy offered by government for leases/ground rents on Sport Facilities:
€ 15,960

- 3) The 5% value of the Original Rental Value that is to be paid by the club to the accounts department every year:
€ 840

Rebecca Sare'

Name of Accounts Officer
tasked with carrying out
the valuation calculation



Signature

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