



Il-Ministru għall-Edukazzjoni, l-Isport, iż-Žgħażaġħ, ir-Riċerka u l-Innovazzjoni jipproponi:

Billi fis-7 u l-10 ta' Lulju tas-sena 2000 (seduti Nri. 339 u 342 rispettivament) il-Kamra tad-Deputati approvat Riżoluzzjoni taħt il-provvediment tal-paragrafu (c) 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 fl-11 t'Ottubru tas-sena 2016, u l-kera baqgħet ma ġietx imġedda u billi, il-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 bi f'siebu 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 (c) tal-Artiklu 31 tal-Kapitolu 573 tal-Liġijiet ta' Malta u ċioe l-Att dwar Artijiet tal-Gvern li art 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.

Onor. Clifton Grima

Ministru għall-Edukazzjoni, l-Isport, iż-Žgħażaġħ, ir-Riċerka u l-Innovazzjoni



Lista ta' Dokumenti Annessi mal-Mozzjoni Parlamentari:

Tip ta' Dokument	Pàġni
DOK RTC – Lokazzjoni ta' Faċilità 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>Quddiemi 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, imwieled 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, imwieled 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 taghhom 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 imsejjah "il-klabb".</p> <p>Il-komparenti partijiet jirreferu għall-iskrittura privata ta' kera li kienet saret bejn il-Gvern ta' Malta u l-imsemmi klabb fit-tnax t'Awwissu, tas-sena elfejn (12/8/2000), li kopja taghha qed tigi hawn annessa u mmarkata dokument 'X' u partikolarment għall-klawsola numru wiehed (1) tal-istess skrittura li taghti d-dritt illi dan il-ftehim ta' kera li beda mit-tnax 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-gheluq</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 titihallas 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-tmax 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 fl-Ufficcju ta' SportMalta, f'zewgt (2) rati ndaq, 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-proprjeta' 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 erbgħin [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 jieħdu n-nar jew jisplodu, fosthom oggetti li jaqbd u/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 oħrajn, 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* mingħajr il-permess bil-miktub ta' SportMalta, liema permess ma jistax jigi mizmum mingħajr 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 tirraprezenta 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' bżonn, 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 ffissati 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 obligat li jagħti lill-AIMS dak kollu stabbilit fl-Avviz Legali mijja wieħed u erbgħin 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 obligat 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-attivitajiet 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-attivita` sportiva tieghu, ghandu jittiehed il-parir minghand SportMalta, b'konsultazzjoni ma' l-Ghaqda Sportiva Nazzjonali koncernata.

(20) B'zieda mad-drittijiet l-oħra 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 jagħmel xi haga bi ksur jew jonqos milli jagħmel xi wahda mid-disposizzjonijiet ta' kull wahda mill-kondizzjonijiet ta' hawn fuq imsemmijin, jew ta' kull kundizzjoni oħra 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'għandhom bl-ebda mod jippreġudikaw 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 għalihom il-Gvern ossia SportMalta.

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

(23) SportMalta għandu d-dmir li jara li l-kundizzjonijiet kollha ta' dana l-att jigu osservati mill-klabb. F'każ 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 għal durata oħra ta' sittax (16) il-sena fl-gheluq tieghu.

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

Il-komparenti partijiet qegħdin 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

000129



RINELLA TENNIS CLUB
RINELLA BAY, KALKARA
WEBSITE: WWW.RINELLATENNISCLUB.COM
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Data: 23 Novembru 2020


SportMalta
Cottonera Sports Complex
Vjal il-Kottoner
Bormla BML 9020

Fid- 23 Novembru 2020 kien għe rizzolt li ssir talba għat-trasferiment tal-art fi Rinella Bay, Kalkara KKR 1231. Għadarba l-kumitat huwa infurmat li l-art għaddiet lil SportMalta u se tkun qed tiġi mgħoddija lil Rinella Tennis Club, l-istess kumitat qed jirrisolvi li s-sussegwenti għandhom 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
Tezozier


Ing Malcolm Scerri
Membru


Johann Gatt
Membru


Karl Debattista
Membru


Frank Dimech
Membru





RINELLA TENNIS CLUB

RINELLA BAY, KALKARA

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Isem tal-assoċjazzoni/klabb: **Rinella Tennis Club**

Detalji tal-firmatarji:

1	Isem:	Dione Gravino
	Pozizzjoni fil-kumitat:	President
	Numru tal-Karta tal-Identita`:	26269M
	Inderizz tar-residenza:	5, St.Joseph, Italian Mission Rd. Kalkara
	Post u data tat-twelid:	Pieta / 25 December 1968
	Impjieg:	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
	Pozizzjoni fil-kumitat:	Segretarju
	Numru tal-Karta tal-Identita`:	414487M
	Inderizz tar-residenza:	21, Triq Giuseppe Stivala, Naxxar NXR 1943
	Post u data tat-twelid:	Pieta, 13 Settembru 1987
	Impjieg:	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 ghall-Ispert*.

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

Regards,


P. Catania (Ms)
Assistant Principal

P Catania
f/Director Land

c.c. Executive Secretary - Kunsill Malti ghall-Ispert

Government Property Division - :

Directorate General
Perit John 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

Joint Office
Joseph Sciriha
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

Mart, 18 ta' Jannar, 2000

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

L-istess *Dr. Tony Parnis* u *Janet Parnis* jiddikjaraw li jafu bil-kundizzjoni attwali tal-fond u qeghdin jaccettaw din il-kirja bil-kundizzjonijiet hawn taht imsemmija li jiddikjaraw li jafuhom u jintrabtu li jhallsu puntwalment il-kera kif hawn iffissat u jaqdu l-obbligi kollha msemmija.

1. Din il-kirja qeghda ssir ghall-perjodu ta' sittax il-sena, li jibdeu jghoddu minn 18 ta' *Janar*, 2000. L-imsemmi perjodu tal-kirja jista' jigi prorogat mill-Gvern favur il-klabb fl-gheluq tieghu ghal zewg perjodi ohra tal-istess durata.
2. Il-kera hija ta' mitejn u hamsin Lira Maltin (Lm250.00) fis-sena. Fghehuq kull perjodu ta' hames (5) snin dan l-ammont ta' kera jigu rivedut ghal zieda ta' ghaxra fil-mija (10%) tal-kera ezistenti meta jsir ir-revizjoni, biex b'hekk il-kera li jithallas ghal kull hames (5) snin wara kull revizjoni tkun il-kera hekk riveduta.
3. Il-kera ghandu jithallas bil-quddiem fl-Ufficeju tal-Artijiet f'zewg rati ndaqg jigificeri kull sitt xhur, u l-kera ghandu jitqies li ma thallasx puntwalment jekk xi rata ta' kera ma tkunx thallset li zmien tlelt ijiem mill-gurnata li fiha l-kerrej jkun gie mitlub, ukoll bil-fomm, mill-Kummissarju tal-Artijiet jew xi haddiehor ghalih, biex ihallas dik ir-rata ta' kera.
4. Il-hlas tal-kera jitqiegghed mid-Dipartiment tal-Artijiet f' fond imsejjah *Sports Fund*, li jkun amministrat mill-Kunsill Malti ghall-Isport.
5. Il-fond ghandu jintuza esklussivament ghall-attivita' sportiva, li jista' jinkludi ufficini amministrattivi ghall-attivita' sportiva *gymnastics*, *sport clinics*, u facilitajiet ohra ghal min juza jew jiffrekwenta din il-propjeta', izda mhux tali li jibdel in-natura principali tal-kumplex sportiv.
6. Il-fond hu mikri *tale quale*, u l-klabb ghandu l-obbligu li jzomm il-fond fi stat tajjeb ta' manutenzjoni u jaghmel dawk ix-xogholijiet u t-tiswijiet ordinarji u straordinarji kollha necessarji ghal dan il-ghan, u dana minghajr ebda dritt ta' rimbors jew kumpens.
7. Il-klabb ghandu, qabel ma jibda xi xoghljiet jew tiswijiet li, bil-ligi jew skond dan il-ftehim, ghandu jaghmel, javza b' hekk lill-Kummissarju ta' L-Artijiet biex ikun jista' jispezzjona u jissorvelja l-esekuzzjoni tax-xoghol; u, jekk ikun meqjus xieraq mill-Kummissarju tal-Artijiet, l-istess xoghljiet jew tiswijiet ghandhom isiru taht it-Imexxija ta' Perit jew persuna ohra professjonista accettabbli null-Kummissarju tal-Artijiet u bi spejjez tal-kerrej.
8. Il-klabb jkun responsabbli li ma jigix sfigurati, 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-fond; u huwa espressament miftichem illi kull oggett, xoghol, jew sinjal li jkollu dan il-valur li f' xi zmien jista' jinstab fil-fond jew f' xi parti tieghu, ghandu jitqies skond kif jinghad fl-Att dwar il-Protezzjoni ta' Antikitajiet (Kapitolu 90).

9. Il-klabb m'ghandux izomm jew jahzen fl-ebda naha tal-fond b'dan il-ftehim mikri lill-ebda merkanzija jew oggetti li jistgħu jiehdu n-nar, fosthom oggetti li jaqbd u malajr kif ukoll oggetti li x'aktarx, minhabba f'xi kawza, jiproducu jew izidu l-periklu ta' hruq jew li jinxtered il-hruq tal-fond, sew minnhom infushom, kenun minhabba li jkun qrib materjal infjammabbli, jekk il-kerrej ma jkunx assigura 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 lill-u ta' kull propjeta tal-Gvern li tmiss miegħu, qiegħda fuqu u tahtu, vaħur 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 naha ta' l-istess fond bi hruq jew minhabba li jkun sar hruq, inkluz 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 meħtiega.
- (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 iccidi din il-kirja jew jissulloka l-fond, sew kollu kemm hu jew bicca minnu jew jidhol fi shubija dwar il-fond.
12. Fl-għeluq il-kirja u/jew xoljiment u /jew terminazzjoni ta' kirja, kwalunkwe benefikati jew miljoramenti magħmulin isiru *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-kundizzjonijiet 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-immobbli tinfetħ għall-uzu tat-tfal ta' l-iskola bla hlas hlief għal servizzi provduti ta' tindif u sigurta. Jekk ma jkunx hemm qbil, dwar dan il-ftehim il-kwistjoni tmar 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-ftehim 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 jirraprezenta 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-perijodu ta' gimghatejn b'kollox fis-sena liema gimghatejn mlux bil-fors li jkunu konsekuttivi. Irid jingħata pre-avviz ta' mill-anqas xahar 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 minna bba kultur, razza, religjon, politika jew sess.

19. Il-klabb ma' jistax icedi, jissulloka jew bi kwalunkwe titolu iehor jitransferixxi l-proppjeta' mikrija lil terzi persuni jew jidhol fi shubija dwar it-tmexxija tal-fond imsemmi jew ta' xi parti minnu, hlief ghal xi facilitajiet tal-*bar* jew *catering* u servizzi ohra, basta ma tinbidilx in-natura principali tal-kumpless sportiv kif stipulat fil-klawsola 5.

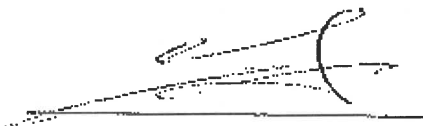
20. Il-klabb ghandu l-jedd li jigbor mizati xierqa u ragjonevoli ghal uzu temporanju tal-facilitajiet li jinstabu fil-fond. Il-Kunsill Malti ghall-*Isport* ghandu l-jedd li jara li din il-mizata hi wahda xierqa u ragjonevoli.

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

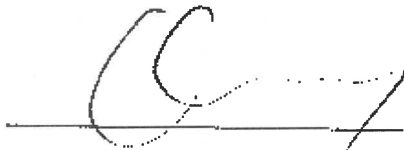
22. Jekk il-klabb ixolji jew jekk ikun waqaf mill-attivita' sportiva tieghu, fuq l-imsemmija fond il-kirja tintemm *ipso iure* u l-fond imsemmi jghaddi lura ghand il-Gvern immedjatament bil-miljoramenti/benefikati kollha li jkunu sehhu fih. Sabiex jigi stabbilit jekk klabb xoljiex jew waqafx mill-attivita' sportiva tieghu ghandu jittiched il-parir minghand il-Kunsill Malti ghall-*Isport* b'konsultazzjoni mal-Ghaqda Sportiva Nazzjonali koncernata.

23. B' zieda mad-drittijiet l-ohra li ghandu l-Gvern skond xi wahda mill-kondizzjonijiet ta' hawnhekk, il-Gvern ikollu l-jedd li jtemm il-kirja jekk il-klabb jaghmel xi haga bi ksur jew jonqos li jaghmel xi wahda mid-disposizzjonijiet ta' kull wahda mill-kondizzjonijiet ta' hawn fuq jew ta' kull kondizzjoni ohra li huwa ntrabat li josserva u , f' kull kaz, il-kirja tintemm malli, jew minn dik id-data, kif jiddikjara l-Kummissarju ta' l-Artijiet jew xi haddiehor ghalih, ukoll b' mezz ta' ittra, u minghajr il-htiega ta' att gudizzjarju.

24. Il-terminazzjoni jew determinazzjoni tal-kirja m'ghandhom bl-ebda mod jipprejudikaw id-drittijiet tal-Gvern li jkunu nqalgħu 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.



President

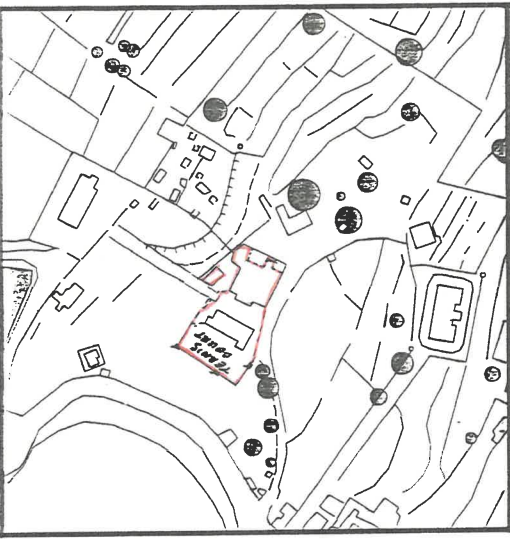
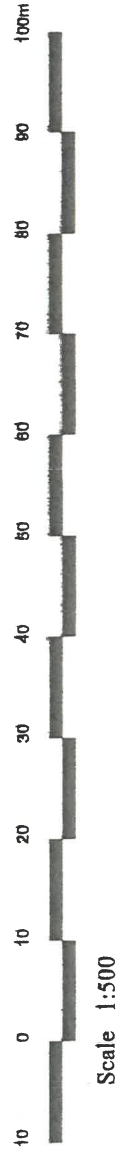
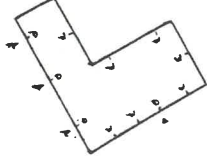
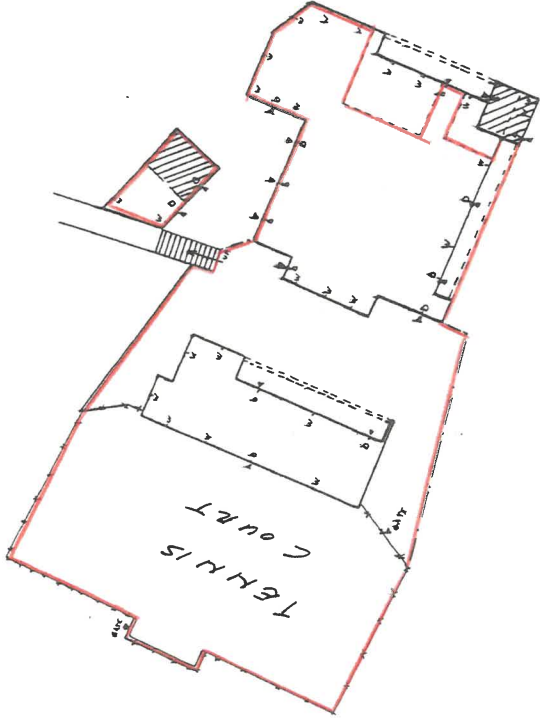
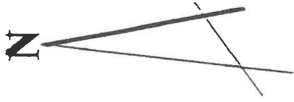


Segretarju



Direttur tal-Artijiet

KALKARA LOCAL COUNCIL 29
RINELLA LAWN TENNIS CLUB



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

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

CG

2

DOK. P



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 <i>"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."</i>
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
1B, Nu-Bis Centre, Mosta Road, Lija, LJA 9012
m: (+356) 9987 8005
t: (+356) 2702 1706
e: info@sasmalta.com
w: www.sasmalta.com

Pagna 16 minn 40

CG

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/tenat 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.

Perit David Grima

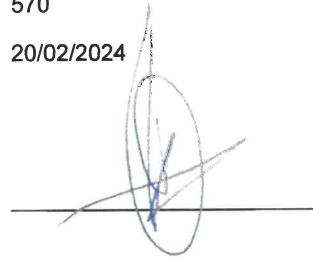
B.E.&A. (Hons.), MS.c (Lond), PG Dip (Cons Tech), A.&C.E.,C.Eng, D.I.C, Eur
Ing, M.I.C.E.

Date

570

20/02/2024

Signature



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											
1	54,202.50	0	0	1.000	54,202.50	(5,420.25)	48,782.25	0	1.000	48,782.25	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	93,951.00	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	135,773.92	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	174,498.84	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	210,355.25	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	243,555.63	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	274,296.72	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	302,760.70	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	329,116.23	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	353,519.50	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	363,985.64	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							
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)



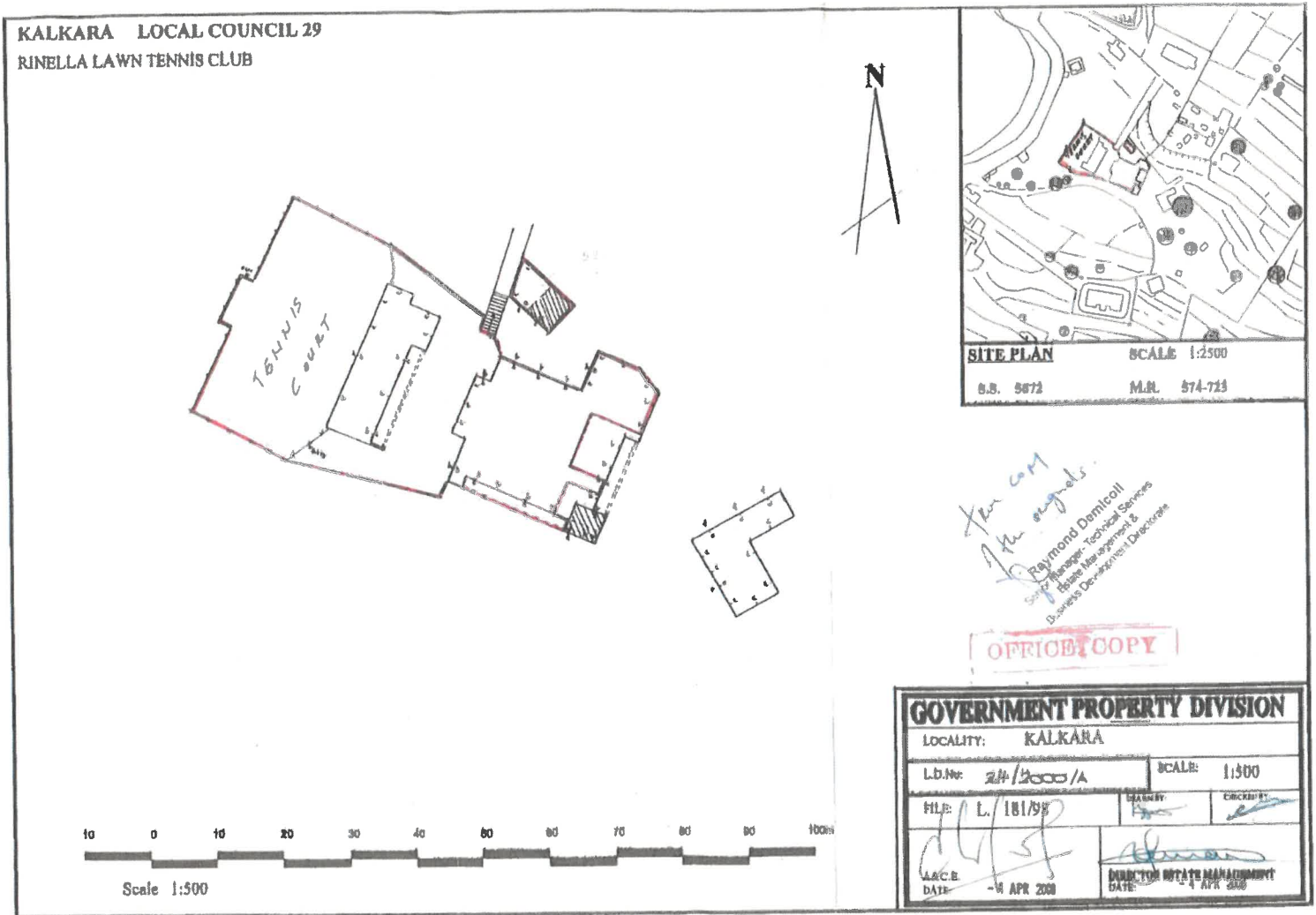
Photo 5: Rinella Tennis Pitch facilities, Rinella (May 2023)



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

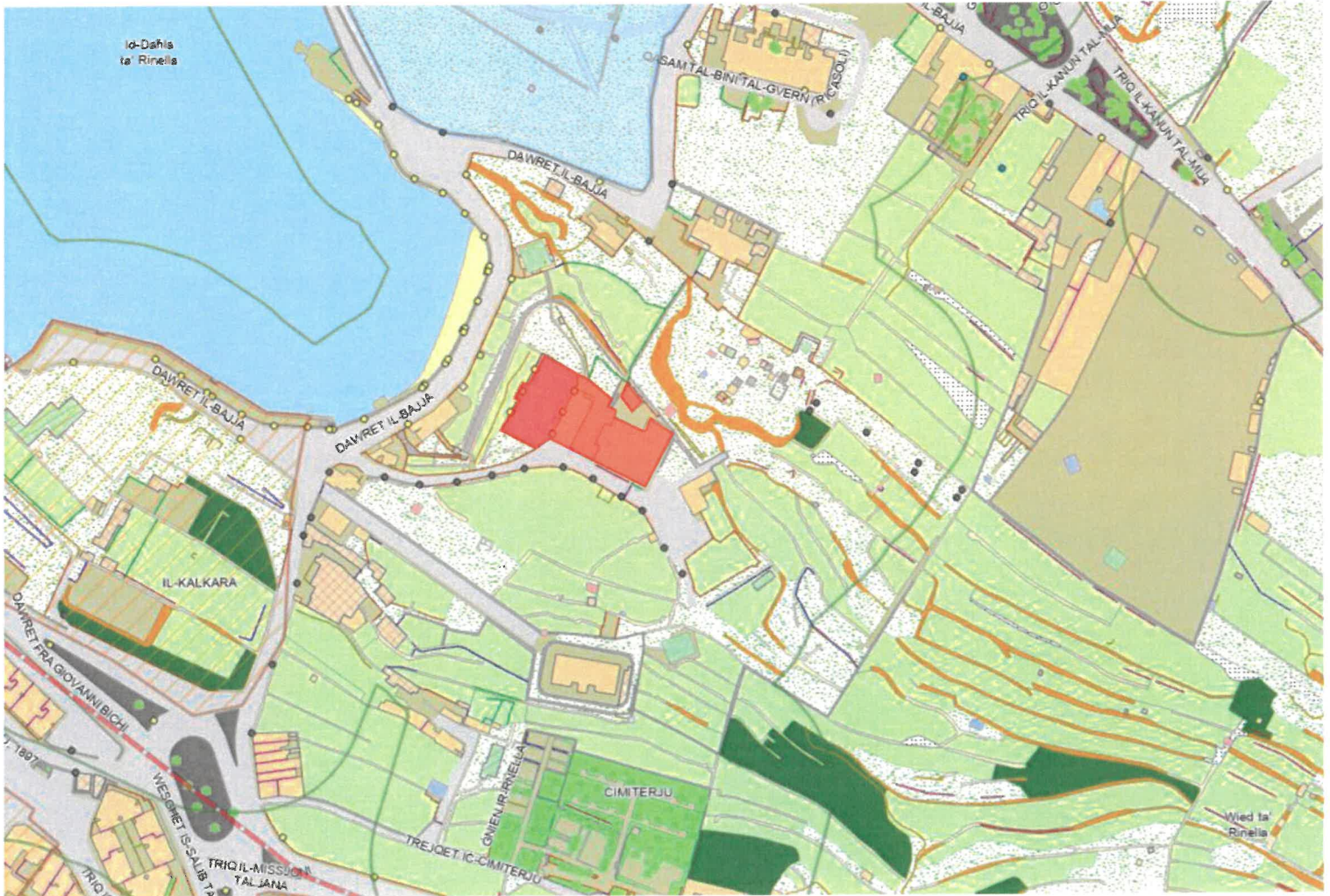
Appendix F: Site Plan

Valuation Reference: 2585c





Orthophoto 2018



Planning Authority Basemap, incl. constraints

Appendix G: Kalkara Policy Maps

Valuation Reference: 2585c



GRAND HARBOUR LOCAL PLAN



AWTORITA' TAL-IPPIANAR
PLANNING AUTHORITY

Key

1. The Historic Centre and Waterfront Area
2. The New Housing Zone
3. Wied il-Kalkara Area
4. Wied Rinella Area
5. Fort Ricasoli Area
6. Mediterranean Film Studios Area
7. The Shoreline
8. The Santu Rokku Hamlet
9. Ricasoli Industrial Estate

Kalkara
Identity Areas

Scale :	Date :	Figure :
1:7000	April 2002	33
INDICATIVE ONLY Not to be used for direct interpretation.		
<small>Base Maps - 1988 Survey Sheets Copyright Mapping Unit, Planning Authority</small>		

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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