

1. Javno preduzeće za upravljanje morskim dobrom Crne Gore iz Budve
2. Društvo sa ograničenom odgovornošću "QD HOTEL AND PROPERTY INVESTMENT MONTENEGRO" iz Podgorice

1. Public company for coastal zone of Montenegro management from Budva
2. Limited liability company "QD HOTEL AND PROPERTY INVESTMENT MONTENEGRO" from Podgorica

ЈАВНО ПРЕДУЗЕЋЕ ЗА УПРАВЉАЊЕ МОРСКИМ
ДОБРОМ ЦРНЕ ГОРЕ
Б У Д В А

Примљено: 20.04.2013			
Орг. јед.	Број	Прилог	Вриједност
0210	73/12		

U G O V O R

O ZAKUPU/KORIŠĆENJU MORSKOG DOBRA

COASTAL ZONE LEASE/ USAGE AGREEMENT

Budva, 18.04.2013. god.

Budva, April, 18. 2013



Na osnovu člana 7 i člana 8. Zakona o morskom dobru (»Službeni list Crne Gore«, br. 14/92, 27/94, 51/08, 21/09,73/10 i 40/11), člana 24 i 39 Zakona o državnoj imovini (»Službeni list Crne Gore«, br. 21/09), člana 29 Uredbe o prodaji i davanju u zakup stvari u državnoj imovini (»Službeni list Crne Gore«, br. 44/10) i člana 6. Odluke o uslovima, vremenu korišćenja i visini naknade za korišćenje morskog dobra (»Službeni list Crne Gore«, br. 27/92)

1. Javno preduzeće za upravljanje morskim dobrom Crne Gore sa sjedištem u Budvi, koga zastupa i predstavlja direktor Rajko L. Barović, dipl.prav. (u daljem tekstu: Javno Preduzeće) i

2. QD HOTEL AND PROPERTY INVESTMENT MONTENEGRO DOO, sa sjedištem u Podgorici, Ul. Njegoševa br.6 (PIB 02769336), koga zastupa Izvršni direktor Gdin. Gregory Bankhurst (u daljem tekstu: **Zakupac/Korisnik**)

zaključuju dana 18.04.2013 god.

On the basis of articles 7 and 8 of the Coastal zone law (Official Gazette of the Republic of Montenegro number 14/92, 27/94, 51/08, 21/09, 73/10 and 40/11) and articles 24 and 39N of the Law on state property (Official Gazette of the Republic of Montenegro No. 21/09), article 34 of the Regulation on sale and lease of things in state property ("Official Gazette of the Republic of Montenegro", No. 44/10) and article 6 of a Decision on conditions, time of usage and amount of compensation in relation to the coastal zone usage (Official Gazette of the Republic of Montenegro No. 27/92)

1. The Public company for montenegrin coastal zone management with the seat in Budva, represented by director Mr. Rajko L. Barović, a lawyer, (hereinafter: **Public company**) and

2. QD HOTEL AND PROPERTY INVESTMENT MONTENEGRO D.O.O., with the seat in Podgorica, Njegoševa 6 (PIN 02769336) represented by the Executive Director Mr. Gregory Bankhurst, (hereinafter: **Lessee/User**)

conclude, as at April, 18. 2013.

U G O V O R

O ZAKUPU/KORIŠĆENJU MORSKOG DOBRA

Uvažavajući:

- Da je Savjet za privatizaciju i kapitalne projekte na svojoj sjednici održanoj dana 04.10.2012 god. preporučio Javnom preduzeću za upravljanje morskim dobrom da u saradnji sa Ministarstvom održivog razvoja i turizma raspiše javni poziv za davanje u dugoročni zakup hotelskog/javnog kupalista u zahvatu kat.parcele 587 KO Milovići na period od 30 godina;

- Da je Upravni odbor Javnog preduzeća za

COASTAL ZONE LEASE/ USAGE AGREEMENT

Considering:

- That Privatisation and capital projects council, at its session held on October 4, 2012 recommended to the Public company for montenegrin coastal zone management to announce, in cooperation with the Ministry of sustainable development and tourism, the public invitation for participation in the tender for the long term lease of the hotel/public bathing area within the cadastral lot 587 KO Milovici for the period of 30 years;

• That the Steering committee of the



upravljanje morskim dobrom na svojoj 80.sjednici održanoj dana 25.10.2012 god. usvojio Predlog za pokretanje postupka davanja u dugoročni zakup plaže Pržno u Tivtu i Nacrt Javnog poziva za prikupljanje ponuda za zakup plaže Pržno u Tivtu;

- Da je Vlada Crne Gore na svojoj sjednici održanoj dana 01.11.2012. god. dala saglasnost na Predlog Javnog poziva za prikupljanje ponuda za zakup plaže Pržno u Tivtu koji je dostavilo Ministarstvo održivog razvoja i turizma broj: 06-2259/3 od 02.11.2012 god. kao i da je na sjednici od 29.11.2012. dala Saglasnost na Amandman na javni poziv za prikupljanje ponuda za zakup plaže Pržno;

- Da je dana 03.11.2012 god. objavljen Javni poziv za prikupljanje ponuda za zakup plaže Pržno u opštini Tivat br.0210-2959/1 od 02.11.2012. god. i Amandman br.1 objavljen dana 01.12.2012. god.

- Da je Tenderska Komisija za sprovođenje postupka davanja u zakup kao najuspješniju izabrala ponudu broj:0210-106/1 od 11.01.2013. god.

- Da je Vlada Crne Gore na sjednici od 14.marta 2013. god. dala saglasnost na Ugovor o zakupu/korišćenju morskog dobra između Javnog preduzeća i Qatari Diar Hotel and Property Investment Montenegro d.o.o iz Podgorice o dugoročnom zakupu plaže "Plavi horizonti" u Tivtu.

I OPŠTE ODREDBE

Član 1.

JAVNO PREDUZEĆE i izabrani ponuđač **QD HOTEL AND PROPERTY INVESTMENT MONTENEGRO DOO** zaključuju ovaj ugovor i uređuju međusobna prava i obaveze vezana za zakup i korišćenje plaže Pržno/Plavi horizont u opštini Tivat.

Public company for montenegrin coastal zone management at its 80th session held on October 25, 2012 adopted a Proposal to initiate the procedure for the long term lease of Pržno beach in Tivat and a Draft Public invitation to collect bids for Pržno beach in Tivat lease;

- That the Government of Montenegro at its session held on November 1, 2012 gave its consent to the Public invitation Proposal to collect bids for Pržno beach in Tivat lease which has been delivered by the Ministry of sustainable development and tourism No: 06-2259/3 dated November 2, 2012 and that it has gave its consent, at the session held on November 29, 2012, to the Amendment to the public invitation to collect bids for Pržno beach lease;
- That on November 3, 2012 it was announced the Public invitation for the collection of bids regarding the Pržno beach in the municipality of Tivat lease No. 0210-2959/1 dated November 2, 2012 and Amendment No. 1. announced as at December 1, 2012.
- That the tender committee for the implementation of the lease procedure has selected, as the most favourable, the bid No. 0210-106/1 dated January 11, 2013.
- That the Government of Montenegro at its session held on March 14, 2013 gave its consent to Coastal zone lease/ Usage Agreement concluded between Public Company and Qatari Diar Hotel and Property Investment Montenegro Ltd from Podgorica, on the long term lease of the „Pržno“ beach in Tivat

I GENERAL PROVISIONS

Article 1.

PUBLIC COMPANY and a selected bidder **QD HOTEL AND PROPERTY INVESTMENT MONTENEGRO D.O.O** conclude this agreement and regulate their mutual rights and obligations in relation to the lease and usage of Pržno beach/Plavi horizonti, in the

municipality of Tivat.

II OPIS MORSKOG DOBRA

Član 2.

Predmet zakupa je dio morskog dobra u zahvatu prirodne pješčane plaže Pržno u Tivtu, na poluostrvu Luštica, u naselju Radovići, u zalivu Traste (plaža "Plavi horizonti"), plaža u zahvatu kat.parcele 587 KO Milovići, upisana u List nepokretnosti 299 KO Milovići, dužine cca 350.00 m¹, površine cca 7.700 m², sa pripadajućim akva prostorom.

Dio morskog dobra opisan u prethodnom stavu, prikazan je na katastarskom snimku - skici sa koordinatama graničnih tački, koja je sastavni dio ovog Ugovora (Prilog 1.).

III ZAŠTITA ŽIVOTNE SREDINE

Član 3.

ZAKUPAC je dužan da morsko dobro koje je predmet ovog ugovora koristi i uživa na način i u skladu sa svim pozitivnim propisima koji uređuju zaštitu životne sredine, zštitu mora i obale, posebno uzimajući da je plaža Pržno, Rješenjem Zavoda za zaštitu prirode iz 1968. god. proglašena rezervatom prirodnog predjela.

Djelatnosti koje ZAKUPAC bude obavljao na predmetnom morskome dobru ni na koji način ne smiju ugrozavati životnu sredinu, obalu i more.

IV NAMJENA MORSKOG DOBRA

Član 4.

Prostornim planom posebne namjene za Morsko dobro - Sektor 37 ("Sl.list CG", br.30/07) namjena plaže koja je predmet zakupa je izgradjeno i uređjeno kupalište.

Ugovorne strane zaključuju ugovor sa ciljem da se prirodna plaža, rezervat prirodnog predjela, uredi, opremi i privede namjeni hotelskog i, shodno ovom ugovoru, javnog uređenog

II DESCRIPTION OF THE COASTAL ZONE

Article 2.

Subject of the lease is the section of the coastal zone within the area of a natural sandy beach Pržno in Tivat, on the Lustica peninsula, settlement of Radovici, Traste bay ("Plavi horizonti" beach), beach within the area of the cadastral lot 587 KO Milovici, registered in the Title deed 299 KO Milovici, cca 350.00 m¹ in length, of cca 7.700 m² with the associated aqua area.

Section of the coastal zone, described in the previous paragraph, is shown in the cadastral photo - drawing with border coordinates, which constitutes an integral part of this Agreement (Annex 1).

III ENVIRONMENTAL PROTECTION

Article 3.

The lessee is obliged to use the coastal zone which is the subject of this Agreement in a manner and in accordance with all applicable regulations regulating the environmental protection, protection of the sea and the coast, especially having in mind that Pržno beach, by a Decision of the Institute for nature protection from 1968, was proclaimed the reservation of natural area.

The activities which the Lessee shall perform at the subject coastal zone must not, in any manner, endanger the environment, the coast and the sea.

IV PURPOSE OF THE COASTAL ZONE

Article 4.

The special purpose spatial plan for the Coastal zone -Section 37 (Official Gazette of Montenegro nr. 30/07) , purpose of the beach to be the subject of the lease is a constructed and arranged bathing area.

Parties to this agreement conclude the agreement with the aim the natural beach, natural area reservation to develop, furnish and adapt for use as a hotel and, subject to this lease, public developed bathing area of

kupališta visokog standarda u skladu sa planskom dokumentacijom i pozitivnim propisima.

high standard, according to planning documents and applicable regulations.

V OBIM USTUPLJENIH PRAVA I SVOJINE

V SCOPE OF ASSIGNED RIGHTS AND OWNERSHIP

Član 5.

Article 5.

Javno preduzeće ovim Ugovornom prenosi, a ZAKUPAC ovim Ugovorom stiče pravo da koristi morsko dobro koje je predmet zakupa i vrši sve zakonom dozvoljene djelatnosti za koje je društvo registrovano, u skladu sa odredbama ovog ugovora i pozitivno pravnim propisima.

By this agreement, the Public company assigns and the LESSEE acquires the right to use the coastal zone to be the subject of the lease and perform all legally permitted activities the company is registered for, according to provisions of this agreement and applicable regulations.

Za sve vrijeme trajanja ovog Ugovora sva treća lica ne mogu ni pod kakvim (pod istim ili bilo kakvim drugim) uslovima na Predmetu zakupa steći ista prava koja su predmet ovog ugovora, osim u slučajevima koji su izričito predviđeni kao mogućnosti prenosa zakupa ovim ugovorom.

During this agreement, third parties may under no (under the same or any other ones) conditions acquire, at the subject of the lease, the same rights to be the subject of this Agreement, except in cases that are explicitly provided as possibilities of lease transfer by this agreement.

Član 6.

Article 6.

ZAKUPOM, morsko dobro zadržava karakter javnog dobra u opštoj upotrebi, osim kako je predviđeno ovim ugovorom, odnosno sva fizička i pravna lica imaju pravo nesmetanog pristupa postojećem i novoizgrađenom morskom dobru, izuzmajuci djelove (i) kojima pristup ne može biti slobodan a shodno imigracionim propisima iii propisima kojima se regulišu spoljna trgovina, slobodne zone, saobraćaj, carine kao i drugim imperativnim propisima (ii) gdje je pristup zabranjen kako bi se zaštitila privatna svojina nad zgradama iii plovilima.

By the LEASE, the coastal zone keeps the character of the public resource of general usage, except as provided in this lease, that is, all physical and legal persons have the right of undisturbed access to the existing and newly constructed coastal zone, except in sections (i) to which the access may not be free, according to immigration regulations or regulations regarding the foreign trade, free zones, transportation, customs and by other imperative regulations (ii) where the access is prohibited in order to protect the private property in relation to buildings or vessels.

Zakupac prihvata da će sva fizička i pravna lica imati pravo neometanog pristupa morskom dobru do završetka izgradnje hotela na susjednom zemljištu ("Hotel"). Tokom ovog perioda, zakupac može, ograničiti pristup kompletnom ili dijelu morskog dobra, u skladu sa propisima ako, usled aktivnosti na izgradnji, pristup može uzrokovati štetu imovini ili licu.

The lessee covenants that all physical and legal persons will have the right of undisturbed access to the coastal zone until completion of construction of a hotel on the adjoining land ('Hotel'). During this time, the lessee may, restrict access to all or part of the coastal zone if, pursuant to regulations, if due to such construction activities, access may cause damage to property or person, according to the law.

U cilju izbjegavanja sumnje, namjera je zakupca da obezbijedi da morsko dobro bude otvoreno za javnu upotrebu, do najveće

For the avoidance of doubt, it is the intention of the lessee to ensure that the coastal zone remain open for public usage to the



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moguće mjere, tokom izgradnje Hotela, uzimajući u obzir bezbjedonosne interese i želje Javnog preduzeća, o čemu će se ugovorne strane dogovoriti na godišnjem sastanku koji se održava kako je navedeno u daljem tekstu.

Nakon završetka izgradnje Hotela, Javno preduzeće prihvata da zakupac, u skladu sa zakonom može ograničiti pristup i korišćenje morskog dobra koje odredi zakupac, ali obuhvatajući najmanje 70% područja ukupnog morskog dobra (hotelsko kupalište) za goste, osoblje, konsultante, zvanice i posjetioce Hotela.

Javno preduzeće i zakupac će se sretati na godišnjoj osnovi kako bi razmotrili progres u pogledu izgradnje, zahvat hotelske zone i ostatka područja morskog dobra (Javna Zona) lokacije svih privremenih objekata i opreme na istoj kao i usluge koje je potrebno obezbijediti na području morskog dobra. Zakupac će uzeti u obzir sve razumne zahtjeve Javnog preduzeća prije nego što utvrdi uslove korišćenja hotelskog kupališta i dijela javnog kupališta za period od sledećih 12 kalendarskih mjeseci.

Takvi uslovi mogu uključivati ali se neograničavati na pristup i korišćenje svih privremenih objekata i opreme u morskome dobru i svih usluga na istom, uključujući nametanje naknada za korišćenje istih.

Nijedan član, odredba ili termin u ovom Ugovoru ne mogu biti tumačeni na način da ZAKUPAC stiče na Predmetu zakupa bilo kakva svojinska ili veća prava od ovim Ugovorom pribavljenih i stečenih.

Član.7.

Kako u fazi izgradnje tako i tokom trajanja perioda korišćenja morskog dobra, ZAKUPAC ima pravo da bez posebne saglasnosti stupa u ugovorne odnose sa trećim licima (formiranje konzorcijuma, akcionarskog društva i drugih oblika organizovanja društva i kapitala) a sve u funkciji izgradnje i vršenja namjeravanih djelatnosti.

Član 8.

Prava i obaveze iz ovog ugovora Zakupac

maximum extent possible during the construction of the Hotel, taking into account safety concerns and the desires of the Public Company about which parties to this agreement shall agree at the annual meeting, to occur as set out below.

Subsequent to completion of construction of the Hotel, the Public Company covenants that the lessee, in accordance with the law, may restrict access and use of an area of the coastal zone determined by the lessee, but comprising no less than 70% of the total area of the coastal zone ('Hotel Zone'), to the guests, staff, consultants, invitees and visitors of the Hotel.

The Public Company and the lessee will meet at annual meetings to discuss progress in respect of construction, area of the Hotel Zone and the balance of the coastal zone area ('Public Zone'), the locations of all temporary structures and equipment thereon as well as the services to be provided to the coastal zone area. The lessee will take into account all reasonable requirements or proposals of the Public company before it determines the usage conditions of the Hotel Zone and the Public Zone for the period of the following 12 calendar months.

Such conditions may include, but are not limited to, access to and use of all temporary structures and equipment in the coastal zone and all services thereto, including the imposition of charges for the use thereof.

No article, provision or term of this Agreement may be interpreted in a manner enabling acquiring by the side of the LESSEE, at the subject of the lease, any ownership or other rights, greater than those acquired or obtained by this Agreement.

Article 7.

During the construction phase and in the course of the period of the coastal zone usage, the LESSEE has the right, with no special consent, to enter into contractual relations with third parties (creating consortiums, joint stocks companies and other forms of company and capital organization) for the purpose of construction and performance of intended activities.

Article 8.

The Lessee may not assign the rights and



ne može prenijeti na druga lica bez posebne pismene saglasnosti JAVNOG PREDUZEĆA koja saglasnost neće biti uskraćena na zahtjev Zakupca za prenos prava, licencu ili podzakup cijelog ili dijela tog ugovora na:

- (a) Bilo koju osobu kojoj je Zakupac dao vlasništvo, pravo korišćenja, upravljanje ili radom Hotela, zaledjem, morskim dobrom ili bilo kojim njegovim dijelom; ili
- (b) Bilo koje pravno lice pod zajedničkim vlasništvom ili kontrolom Zakupca.

VI OBAVEZE ZAKUPCA I KORISNIKA

Član 9.

ZAKUPAC je saglasan i preuzima obavezu da saglasno Uslovima za uređenje kupališta, Urbarnističko tehničkim uslovima, odobrenjima i saglasnostima nadležnih organa uprave:

- obavlja djelatnosti na postojećem i novouređenom morskom dobru saglasno registraciji i odobrenju nadležnih organa postujući u svemu pozitivne pravne propise, propisane normative i standarde,

- da radove na uređenju i opremanju kupališta organizuje na način koji neće dovesti do oštećenja pristupnih puteva i okolnog terena, odnosno ako do istih dodje, dužan je da O svom trošku otkloni sva nastala oštećenja u najkraćem roku i vrati dati prostor u uredno stanje,

- da se u duhu dobrog domaćina stara o zakupljenom morskom dobru.

Član 10.

Tokom trajanja ovog Ugovora Zakupac, kao korisnik kupališta je dužan :

- da morsko dobro iz člana 2. ovog Ugovora koristi kao uređeno i izgrađeno hotelsko i javno kupalište, prema odobrenom programu uređenja, uz potrebne saglasnosti nadležnih organa

obligations with reference to this agreement to other persons without the special written consent of the PUBLIC COMPANY, which consent will not be withheld upon request by the Lessee to the assignment, license or sub-lease of all or part of this agreement to:

- (a) any person to whom the lessee has granted ownership, rights of use, management or operation of the Hotel, the hinterland land, coastal zone, or any part thereof; or
- (b) any legal entity under common ownership or control of the Lessee

VI OBLIGATIONS OF THE LESSEE AND USER

Article 9.

The LESSEE agrees and undertakes, according to Conditions of bathing area arrangement, urbanistic-technical conditions, approvals and agreements of the competent authorities:

- To performs activities at the existing and newly arranged coastal zone, in accordance with the registration and approval of competent authorities, respecting the applicable legal regulations, prescribed norms and standards,

- To organize works in relation to development and furnishing of the bathing area in a manner to prevent damage of the access roads and surrounding terrain, that is, in case of their occurrence, it is obliged to remove damages, at its own expense and restore the space to its previous condition.

- To take good care of the leased coastal zone.

Article 10.

During this Agreement, the Lessee, as the bathing area user, is obliged:

- To use the coastal zone with reference to article 2 of this Agreement, as an arranged and constructed hotel and public bathing area, in accordance with the approved program of

uprave, postujući u svemu pozitivne pravne propise, vazeće standarde, uslove za postavljanje privremenih objekata, Pravilnik o uslovima koja moraju ispunjavati izgradjena i uredjena kupališta i Uslove za uredjenje kupališta koji su prilog i sastavni dio ovog ugovora;

- da tokom trajanja ovog ugovora, obezbijedi redovno i uredno cjelogodišnje čišćenje i održavanje plaže i njegove neposredne okoline, redovno uklanjanje smeća i poštovanje propisa iz komunalne oblasti;

- da u periodu vansezona, tokom zimskog perioda obezbijedi redovno i uredno održavanje plaže: uklanjanje i odvoz trave, sitnog otpada i drugih stvari koje more izbaci, uz obavezu da uklanjanje i odvoz sakupljenog otpada uradi na propisan način u saradnji sa lokalnim komunalnim preduzećem;

- da tokom kupališne sezone, odnosno u periodu **od 01.05. do 01.10.** obezbijedi rad kupališta, što podrazumijeva redovno, svakodnevno, detaljno, čišćenje kupališta i uklanjanje otpadaka, ispravno i uredno funkcionisanje uređaja i opreme na kupalištu i rad pratećih, pomoćnih i uslužnih objekata na kupalištu;

- da zaključi ugovor o odvozu smeća sa lokalnim komunalnim preduzećem,

- da u pripremi turističke sezone izvede radove koji podrazumjevaju

- detaljno čišćenje plaže i označenog morskog dobra iz člana 1. ovog Ugovora,

- sanaciju eventualnih oštećenja i druge radove koje odobri Javno preduzeće i nadležan organ uprave u okviru godišnjeg

arrangement, with necessary consent of the competent authority, respecting completely legal regulations, valid standards, conditions for setting of the temporary structures, the regulation on conditions which must be met for constructed and arranged bathing areas and Conditions for the arrangement of bathing areas which constitute the appendix and an integral part of this Agreement;

➤ To provide, during the term of this agreement, the year round regular and proper cleaning and maintenance of the beach and its immediate surrounding, regular disposal of garbage and compliance with the regulation with reference to communal area;

➤ To provide, during the off season, in the course of the winter period, the regular and proper maintenance of the beach: removal and disposal of viper's grass, small waste and other objects thrown out by the sea, being obliged to remove and dispose the collected waste in a prescribed manner, in cooperation with local communal company;

➤ during the swimming season, that is, **from May 01, to October 1,** to provide the operation of the bathing area, which implies regular, daily, detailed, cleaning of the bathing area and disposal of waste, maintaining the regular operation of devices and equipment at the bathing area and operation of related, auxiliary and service structures at the bathing area;

➤ To conclude the contract for waste disposal with the local communal company,

➤ For the purposes of the tourist season preparation, to perform works which include:

- Detailed cleaning of the beach and designated coastal zone with reference to article 1 of this Agreement,

- Rehabilitation of possible damages and other works approved by the Public company and competent

programa uredjenja;

- da se susretne sa Javnim preduzećem do 01.03. svake godine kako bi razmotrio zahvat i uslove korišćenja hotelskog kupališta i dijela javnog kupališta, lokaciju svih privremenih objekata i opreme na istoj kao i usluge koje je potrebno obezbijediti na području morskog dobra. Zakupac će uzeti u obzir sve razumne zahtjeve Javnog preduzeća prije nego što utvrdi uslove pristupa i korišćenja hotelskog i dijela javnog kupališta za period od sledećih 12 kalendarskih mjeseci (Godišnji plan). Takvi uslovi mogu uključivati ali se neograničavati na pristup i korišćenje svih privremenih objekata i opreme u morskome dobru i svih usluga na istom, uključujući nametanje naknada za korišćenje istih. Javno preduzeće prihvata da su uslovi za uredjenje kupališta i skica koji čine aneks ovog ugovora preiliminarni i, da su podložni godišnjim izmjenama od strane zakupca nakon uzimanja u obzir razumnih zahtjeva Javnog preduzeća na godišnjem sastanku na koji se odnosi ova klauzula.

- vidno istakne kupališni red (koji sadrži radno vrijeme kupališta, rekreativne i druge aktivnosti koje se mogu obavljati na kupalištu, način i uslove korišćenja kupališne opreme, higijenski red na kupalištu i druge odredbe koje garantuju red i cistoću bezbjednost kupaca i sl.),

- postavi i pravilno rasporedi plažni mobilijar (suncobrani i ležaljke) ostavljajući slobodnim dio plaže, naznačen u Godišnjem planu, shodno uslovima za uredjenje kupališta,

- opremi i stavi funkciju tuševe i kabine za presvlačenje, shodno Godišnjem planu,

authority within the annual arrangement program;

- To meet with the Public Company by March, 01. of each year to discuss area and conditions for usage of the Hotel Zone and the Public Zone, the location of all temporary structures and equipment thereon as well as the services to be provided to the coastal zone area. The lessee will take into account all reasonable requirements or proposals of the Public company before it determines conditions of access and usage of Hotel Zone and Public Zone for the period of the following 12 calendar months. („Annual Plan“). Such conditions may include, but are not limited to, access to and use of all temporary structures and equipment in the coastal zone and all services thereto, including the imposition of charges for the use thereof. The Public Company acknowledges that the conditions for arrangement of the bathing area and the drawing which constitute the annex to this agreement are preliminary only and subject to annual amendment by lessee after taking into account the reasonable requirements of the Public Company at the annual meeting referred to in this clause.

- make the bathing order visible (containing the working hours of bathing area, recreational and other activities which may be exercised at the bathing area, procedure and conditions to use the equipment, hygiene procedure at the bathing area and other provisions that guarantee order and cleanliness, safety of swimmers and like),

- Place and properly arrange the beach furniture (sunshades and deck chairs) leaving the part of the beach nominated in the Annual Plan free , in accordance with conditions for the bathing area arrangement,

- equip and put into function the number of showers and dressing booths in accordance with the Annual Plan,

- postavi adekvatne kante za otpatke,
- obezbijedi sanitarne uslove na kupalištu,
- na propisan način izvrši vidno obilježavanje-ogradjivanje vodene strane kupališta, postavljanjem povezanih bova odgovarajućih dimenzija i materijala na udaljenosti od 50 m od obale,
- obezbijedi spasilačku službu koja posjeduje licencu izdatu od ovlašćenog organa ili organizacije i istu na propisan način opremi,
- da postujući odobrenje i urbanističko-tehničke uslove JAVNOG PREDUZEĆA postavi sezonske privremene objekte, kako je navedno u Godišnjem planu;
- da na zakupljenoj plaži otpočne sa obavljanjem djelatnosti nakon što pribavi odobrenje za rad od nadležnog organa uprave, da djelatnost obavlja postujući registraciju, odobrenje za rad i opštinsku odluku o javnom redu i miru, posebno u pogledu radnog vremena;
- da bez znanja i saglasnosti JAVNOG PREDUZEĆA i odobrenja nadležnih organa ne započne bilo kakvu dogradnju, izgradnju, prepravku, adaptaciju ili preuzima bilo kakve građevinske poduhvate na ustupljenoj lokaciji i vrši druge intervencije u prostoru.. Postavljanje opreme i privremenih objekata će se urediti u skladu sa Godišnjim planom)
- da blagovremeno plaća ugovorenu zakupninu;
- da po isteku odobrenih privremenih rješenja, po pismenom nalogu JAVNOG PREDUZEĆA u dodatnom roku od 15 dana ukloni postavljene objekte, u suprotnom saglasan je, prihvata i ovlašćuje JAVNO PREDUZEĆE da bez posebne saglasnosti ZAKUPCA O njegovom trošku izvrši uklanjanje;
- da se tokom trajanja ovog ugovora
- place the appropriate waste bins,
- Provide for sanitary conditions at the bathing area,
- At prescribed manner perform visible marking - fencing of the water side of the bathing area, by placing connected buoys of appropriate dimensions and materials, at distance of 50 m away from the shore,
- Provide for the rescue team which is licenced by the competent authority or organization and to equip that team accordingly,
- Respecting the approval and urbanistic-technical conditions of the public company to place seasonal temporary structures as set out in the Annual Plan;
- At leased location to start performing duties after providing the approval for work from the competent authority, to perform duty respecting the registration, working permit and municipal decision on public order especially in terms of working hours;
- Without knowledge and consent of the public company and approval of a competent authorities to commence no construction, adaptation, annexing or any construction works at leased location and other spatial interventions; Placement of equipment and temporary structures shall be made in accordance with the Annual Plan),
- to timely pay the agreed rent;
- Upon the expiration of temporary decisions, and following the written request of the PUBLIC COMPANY, within the additional term of 15 days to dismantle the placed structures; otherwise, it concurs, accepts and authorizes the PUBLIC COMPANY to perform dismantling without additional agreement of the LESSEE, at the lessee's expense;
- during the term of this agreement



stara o redovnom i investicionom održavanju označenog morskog dobra, održavanju objekata, infrastrukture i instalacija u zahvatu označenog morskog dobra;

- da morsko dobro koristi i eksploatiše u skladu sa odredbama ovog Ugovora i svim pozitivno pravnim propisima koji regulišu: uslove koje moraju ispunjavati uređena i izgrađena kupališta, uslove i standarde zaštite čovjekove sredine, posebno zaštite mora od zagađivanja, čistoću na kupalištima i drugim javnim površinama, standarde koji propisuju nivo turističkih objekata i turističkih usluga i drugim propisima koji regulišu materiju koja je u neposrednoj vezi sa korišćenjem morskog dobra.

Član 12.

ZAKUPAC je dužan da do dana određenog za zaključenje ugovora dostavi originalnu bankarsku garanciju izdatu na godinu dana kojom će garantovati dobro izvršenje preuzetih obaveza u visini od pet hiljada eura (Euro 5.000,00) (Činidbena garancija)

VII NAKNADA

Član 13.

ZAKUPAC morskog dobra je dužan da tokom trajanja ovog Ugovora, plaća JAVNOM PREDUZEĆU godišnju zakup plaže iz dana 2. ovog ugovora.

Godišnja zakupnina utvrđena je u visini od pedeset hiljada eura (Euro 50.000,00) godišnje.

ZAKUPAC je dužan da ukupan iznos godišnje zakupnine plati u cjelini prilikom zaključenja Ugovora, odnosno godišnjeg Aneksa ugovora.

U slučaju kašnjenja plaćanja ugovorene naknade KORISNIK je dužan da plaća ugovorenu kamatu u iznosu od 7,5% na godišnjem nivou.

Za svaku sledeću godinu (29 godina) godišnja naknada za korišćenje morskog

take care of regular and investment maintenance of referred coastal zone, maintenance of structures, infrastructure and installation within the referred coastal zone;

- To use and exploit the coastal zone according to provisions of this Agreement and all applicable legal regulations regulating: the conditions which must be met by arranged and constructed bathing areas, conditions and standards of environmental protection especially measures of sea protection from pollution, cleanliness of bathing areas and other public areas, standards regulating the level of tourist structures and services and other regulations regulating the matter in relation to the use of the coastal zone.

Article 12.

The Lessee is obliged to submit the original bank guarantee issued for one year, by the date of this agreement conclusion, which shall guarantee good performance of undertaken obligations, in the amount of five thousand euro (€5,000.00) (performance bond).

VII COMPENSATION

Article 13.

During the validity of this Agreement, the Lessee is obligated to pay to the Public company the annual compensation for the beach lease referred to in article 2 of this Agreement.

Annual compensation is established at the level of fifty thousand Euro (€50,000.00) per annum.

The Lessee is obligated to pay the total amount of annual compensation on the occasion of this Agreement conclusion, that is, the annual Annex agreement.

In case of delay in payment of agreed compensation the USER is obligated to pay the agreed interest in the amount of 7,5% at the annual level.

For each additional year (29 years) the annual compensation for coastal zone usage

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dobra se uvećava za 3% godišnje. U slučaju da je godišnja stopa inflacije koju objavljuje Evropska Centralna banka veća od 3% visina zakupnine će se uskladiti sa objavljenom stopom inflacije za tu godinu, što će se precizirati godišnjim Aneksom ugovora.

Ugovorne strane će početkom svake godine a najkasnije do 28.02. tekuće godine Aneksom ovog ugovora, precizirati visinu i dinamiku plaćanja godišnje zakupnine.

VIII TRAJANJE UGOVORA

Član 14.

U skladu sa uslovima Javnog poziva, ugovor o zakupu se zaključuje za period od **30 godina, počev od 01.01.2013 god. do 31.12.2042.god.** Ugovor o zakupu se može, nakon toga, obnoviti između strana bez objavljivanja javnog poziva ili tendera od strane Javnog preduzeća u vezi sa istim, u skladu sa zakonom.

U vrijeme iz stava 1. ovog člana računa se vrijeme korišćenja morskog dobra od strane ZAKUPCA i svih njegovih pravnih sledbenika i sukcesora.

IX PRESTANAK VAZENJA UGOVORA

Član 15.

Ovaj Ugovor prestaje da važi istekom vremenskog perioda na koji je zaključen.

Ovaj ugovor može prestati da važi i sporazumnim raskidom ugovornih strana, pri čemu sporazumni raskid mora sadržati sve odredbe kojima se utvrđuju prava i obaveze nastale u momentu raskida.

U slučaju prestanka vazenja ovog Ugovora krivicom ZAKUPCA ili po sili zakona, JAVNO PREDUZEĆE nije dužno da ZAKUPCU nadoknadi troškove ulaganja, osim u slučaju da je o navedenom postignut poseban sporazum.

shall be increased by 3% at the annual level. In case the annual inflation rate announced by the European Central Bank is higher than 3% the amount of rent shall be coordinated with announced inflation rate for that year, which shall be precized by annual Annex agreement.

Parties to this Agreement shall, at the beginning of each year and by 28.02. of the current year precise the amount and dynamics of annual rent payment by the Annex to this agreement.

VIII DURATION OF AGREEMENT

Article 14.

In accordance with requirements set out in the Public invitation, the lease agreement shall be concluded for the period of **30 years, starting from January 1, 2013 to December 31, 2042.** The lease agreement may thereafter be renewed by agreement between the parties without the need for the Public Company to issue a public invitation or tender in relation thereto, in accordance with the Law.

The time with reference to paragraph 1 of this article shall include the time of coastal zone usage by the LESSEE and all of its legal successors.

IX TERMINATION OF AGREEMENT

Article 15.

This agreement shall cease to be effective after the expiry of the period for which it is signed.

This agreement can also cease to be effective if the signing parties agree to terminate it, in which case the agreed termination must contain provisions determining the rights and obligations existing at the moment of termination.

In case the agreement ceases to be effective through a fault of the LESSEE or by the force of law, the PUBLIC COMPANY shall not be obliged to reimburse for investment made, except if separate agreement has been made in relation to this matter.

Clan 16.

Ovaj Ugovor prestaje da po sili zakona na osnovu dana 10. Zakona o morskome dobru

- prestankom postojanja ZAKUPCA/korisnika morskog dobra, ako u roku od tri mjeseca njegov pravni sledbenik ne zahtijeva prenos odobrenja,
- brisanjem iz registra predmeta poslovanja koji se odnosi na korišćenje morskog dobra,
- odustajanjem ZAKUPCA/korisnika morskog dobra,
- istekom odredjenog roka.

Na osnovu clana 11. Zakona o morskome dobru korišćenje morskog dobra može se uskratiti u cjelosti ili djelimično prije isteka roka, ako ZAKUPAC/KORISNIK morskog dobra:

- ne koristi morsko dobro pod uslovima određenom Zakonom,
- u određenom roku morsko dobro ne privede određenoj namjeni,
- blagovremeno ne plati dospjelu ZAKUPNINU naknadu za korišćenje morskog dobra.

JAVNO PREDUZEĆE može pokrenuti postupak raskida ovog ugovora u smislu prethodnog stava nakon što ZAKUPCA/KORISNIKA pismeno opomene i ostavi mu primjeren rok, u zavisnosti od razloga za otklanjanje raskidnog razloga.

Član 17.

ZAKUPAC je saglasan i prihvata da JAVNO PREDUZEĆE može jednostrano raskinuti ovaj ugovor zbog teže povrede ugovornih obaveza koje predstavljaju povredu bitnih elemenata ugovora, uključujući :

- ukoliko ZAKUPAC ne privede namjeni morsko dobro iz dana 2. ovog Ugovora, prema utvrdjenim uslovima,

Article 16.

By the force of law, this agreement ceases to be effective according to article 10 of the Law on coastal zone:

- when the LESSEE/user of the coastal zone ceases to exist, if its legal successor does not request transfer of approval within three months,
- if the entry, referring to the business activity related to coastal zone usage, has been deleted from the registry,
- if the LESSEE /user of the coastal zone withdraws,
- after the expiration of certain period of time.

On the basis of article 11 of the Law on coastal zone, the usage of coastal zone can be denied completely or partially before the expiration of the usage period if the LESSEE / USER of the coastal zone:

- Does not utilize the coastal zone under the conditions defined by the Law,
- Does not adapt the coastal zone to the agreed purpose, within determined period of time,
- Fails to make timely payment of due RENT/compensation for the coastal zone usage.

The PUBLIC COMPANY may initiate the legal procedure for the termination of this agreement, with reference to previous paragraph, after it has given the LESSEE/USER the written notification and present it a reasonable deadline, depending on the reason for termination of agreement.

Article 17.

The LESSEE agrees and accepts the PUBLIC COMPANY may unilaterally terminate this agreement, due to severe breach of obligations pertaining to this agreement, which represent serious breach of agreement elements, including:

- If the LESSEE does not adapt the coastal zone, with reference to article 2 of this agreement, to the agreed

odobrenjima i izdatim Urbanističko-tehničkim uslovima,

- ukoliko ZAKUPAC bez odobrenja započne ili izvodi prepravke, adaptacije, betoniranje i bilo kakve druge građevinske radove na ustupljenom dijelu morskog dobra, ali Zakupac može postaviti privremene objekte i opremu, uključujući zaštitne hladovine dr, u skladu sa Godišnjim planom.
- ukoliko ZAKUPAC tokom izvođenja radova odstupi od propisanih uslova, izdatih odobrenja, odobrenog projekta i utvrđenih urbanističko-tehničkih uslova,
- ukoliko ZAKUPAC prava i obaveze iz ugovora o zakupu prenese na drugo lice bez odobrenja Javnog preduzeća, osim u skladu sa ovim ugovorom,
- ukoliko ZAKUPAC zadocni sa plaćanjem dospjele ugovorene zakupnine ne izvrši uplatu u roku od 30 dana nakon dostavljene opomene,
- ukoliko ZAKUPAC ne omogući pristup, javnu upotrebu i koriscenje morskog dobra, u skladu sa ovim ugovorom ili Godišnjim planom.
- ukoliko ZAKUPAC koristi i eksploatiše morsko dobro suprotno pozitivnim propisima, kako onim koje se odnose na djelatnosti koje na ustupljenom morskome dobru obavljaju, tako i drugim pozitivnim propisima koji regulišu zaštitu čovjekove okoline, zagađivanje mora i obale, održavanje čistoće, infrastrukture i instalacija na predmetnom morskome dobru i sl.

JAVNO PREDUZEĆE može jednostrano raskinuti ovaj ugovor u smislu predhodnog stava nakon što ZAKUPAC pismeno opomene i ostavi mu primjeren rok (od 3 do 30 dana u zavisnosti od razloga) za otklanjanje raskidnog razloga.

JAVNO PREDUZEĆE će u slučaju raskida

purpose, in accordance with the agreed conditions, approvals and issued urbanistic-technical conditions,

- If THE LESSEE, without permission, commence making changes, adaptations, laying concrete or any other construction works at the leased part of the coastal zone, but the Lessee may install temporary structures and equipment, including canopies for shade and like, in accordance with the Annual Plan,
- If the LESSEE, during performance of works, diverts from prescribed conditions, issued approvals, approved project and established urbanistic and technical conditions,
- If the LESSEE transfers rights and obligations, pertaining to this agreement, to other party, without the consent of the PUBLIC COMPANY, except in accordance with this agreement,
- If the LESSEE is late in payment of agreed rent due and fails to make payment within 30 days of being delivered a notification,
- If the Lessee does not provide access, public usage and utilization of coastal zone in accordance with this agreement or the Annual Plan,
- If the LESSEE utilizes and exploits the coastal zone contrary to positive regulations, both those regarding to activities performed on the rented coastal zone and those regarding the environmental protection, sea and shore pollution, maintaining hygiene, infrastructure and installation at the subject coastal zone and like.

The PUBLIC COMPANY may unilaterally terminate this agreement, with reference to previous paragraph, after it has presented the LESSEE with a written notification and left it a reasonable deadline (from 3 to 30 days, depending on reasons) to eliminate reasons for termination.

In case of termination of agreement, with



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ugovora u smislu predhodnog stava aktivirati bankarsku garanciju iz člana ovog Ugovora.

reference to previous paragraph, the PUBLIC COMPANY shall activate the bank guarantee referred to article of this agreement.

ZAKUPAC je saglasan i prihvata da nakon obaviještenja Javnog preduzeća o raskidu ugovora, kojim se istovremeno konstatuje da ZAKUPAC nije otklonio raskidne razloge, prestane da obavlja djelatnost na privremenoj lokaciji i u najkraćem roku oslobodi morsko dobro od stvari i opreme.

The LESSEE agrees and accepts that after the receipt of notification from the Public company as regards termination of the agreement, which, at the same time, establishes that the LESSEE has not eliminated the reasons for termination, it shall stop performing the activity at the temporary location and, in the shortest possible period of time, make the coastal zone available and cleared from any things and equipment.

Član 18.

Article 18.

Za slučaj prestanka postojanja Javnog preduzeća za upravljanje morskim dobrom, prava i obaveze iz ovog Ugovora prelaze na pravnog sukcesora, a u slučaju prestanka postojanja Javnog preduzeća bez pravnog sukcesora, primijeniće se odredbe pozitivnih propisa po kojima osnivač Javnog preduzeća za upravljanje morskim dobrom odgovara za prava i obaveze preuzete od strane ugašenog preduzeća,

In case of termination of the Public company for montenegrin coastal zone management, rights and obligations with reference to this Agreement shall be transferred to its legal successor, and in case of termination of the Public company with no legal successor, it shall be applied provisions of the positive regulations according to which founder of the Public company for montenegrin coastal zone management shall be responsible for rights and obligations taken from terminated company.

Pravni sukcesor ili osnivač Javnog preduzeća u ovom slučaju ne može potraživati bilo kakve zakupnine/naknade od veće ugovorene i/ili plaćene na osnovu ovog Ugovora.

In this case, the legal successor or founder of the Public company may not ask for any rents/compensations apart from already agreed and/or paid based on this Agreement.

Član 19.

Article 19.

Ovaj Ugovor sačinjen je na osnovu i u vezi sa realizacijom projekta izgradnje hotelskih objekata u zaledju plaže i ako izgradnja Hotela ne bude započeta u neposrednom zaledju u roku od 5 (pet) godina od datuma ovdje navedenog, bilo koja strana može da se povuče iz ovog ugovora putem pismenog obavještenja datog drugoj strani u kom slučaju će ovaj ugovor biti raskinut bez potrebe plaćanja penala ili kompenzacije za takav prekid od bilo koje strane.

This Agreement is made on the basis and in relation to realization of the project of hotel structures construction in the hinterland of the beach and if the Hotel construction in the immediate hinterland has not commenced within 5 (five) years from the date hereof, either party may withdraw from this agreement by notice in writing to the other party, in which event this agreement will terminate without penalty or the need for payment by either party of compensation for such termination.

X VISA SILA, ZASTOJ I PREKORAČENJE ROKOVA

X FORCE MAJEURE, STANDSTILL AND EXTENSION OF DEADLINES

Član 20.

Article 20.

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Nastanak određenih okolnosti po potpisivanju ovog Ugovora, odnosno postojanju takvih okolnosti u momentu stupanja na snagu ovog Ugovora i trajanje istih tokom važenja ovog Ugovora čije nastupanje, postojanje i trajanje ni na koji način ne zavisi od volje ugovornih strana predstavlja opravdan razlog da se tokom njihovog trajanja utvrdi zastoj u proteku rokova iz ovog Ugovora.

Ugovorna strana koja sazna za nastupanje razloga usled kojih nastupa zastoj u proteku rokova, dužna je drugu ugovornu stranu odmah i bez odlaganja o istom obavestiti, uz zajedničku pismenu konstataciju da za protok određenog roka nastupa zastoj počev od utvrdjenog dana. Na isti način će se konstatovati i prekid trajanja zastoja.

U cilju izbjegavanja sumnje nijedna radnja iii propis koji donese Crna Gora neće se tumačiti kao viša sila koja bi uticala na obaveze Javnog Preduzeća.

XI SASTAVNI DJELOVI UGOVORA

Član 21.

Sastavni dio ovog Ugovora predstavlja:

1. katastarska skica sa ucrtanom granicom zahvata lokacije i koordinatama graničnih tačaka (Prilog 1.),
2. Uslovi za uredjenje kupališta,
3. Druga odobrenja i dokumenta izdata od strane nadležnih organa uprave.

Javno preduzeće prihvata da će uslovi za uredjenje kupališta koji čine sastavni dio ovog ugovora biti preliminarni i podložni godišnjim izmjenama od strane zakupca, nakon uzimanja u obzir razumnih zahtjeva Javnog preduzeća na godišnjem sastanku iz ovog ugovora.

XII KOMUNIKACIJA

Clan 22.

The occurrence of certain circumstances after the signing of this Agreement, that is, existence of such circumstances at the moment of entering into force of this Agreement and duration of the same during the validity of the Agreement which occurrence, existence and duration does not, in any manner, depend on the will of the parties to this Agreement shall be the legitimate reason to determine the standstill as regards the extension of deadlines in relation to this Agreement.

The party which becomes aware of the occurrence of reasons resulting in delay of deadlines realization, is obliged to inform the other party, immediately and with no delay, with mutual written ascertainment that there shall be a standstill as regards realization of certain deadline starting from the established date. In the same manner it shall be ascertained termination of standstill.

To avoid doubt, no activity or regulation made by Montenegro shall not be interpreted as Force majeure which could influence obligations of the Public company for Coastal Zone management.

XI INTEGRAL PARTS OF THE AGREEMENT

Article 21.

The following represent the integral part of this agreement:

1. Cadastral drawing with marked location area border of and border coordinates (Annex 1),
2. Conditions for bathing area arrangement,
3. Other approvals and documents issued by the competent authorities.

The Public Company acknowledges that conditions for arrangement of the bathing area which are part of this agreement are preliminary only and subject to annual amendment by lessee after taking into account the reasonable requirements of the Public Company at the annual meeting referred to in this agreement.

XII COMMUNICATION

Article 22.



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Kompletna službena usmena pismena komunikacija ugovornih strana vezano za prava i obaveze iz ovog Ugovora vršiće se preko sledećih adresa:

- Qatari Diar Hotel and Property Investment Montenegro:

85320 Tivat, II Dalmatinske brigade, br 5,
tel. +382 032 671 330

- Javno preduzeće za upravljanje morskim dobrom:

85310 Budva, UI. Popa Jola Zeca bb.
tel. +382 3 3 451 709

Complete official written and verbal communication of parties to this agreement in relation to rights and obligations with reference to this Agreement shall be made through following addresses:

- Qatari Diar Hotel and Property Investment Montenegro:

85320 Tivat, II Dalmatinske brigade, br 5,
tel. +382 032 671 330

- Javno preduzeće za upravljanje morskim dobrom:

85310 Budva, UI. Popa Jola Zeca bb.
tel. +382 3 3 451 709

XIII PRIMJENLJIVO PRAVO I RJEŠAVANJE SPOROVA

Član 23.

Ugovor je sačinjen na crnogorskom i engleskom jeziku, a u slučaju spora bice mjerodavna verzija na crnogorskom jeziko.

Ugovor će se sačiniti u skladu sa pozitivnim propisima Crne Gore koji su na snazi u momentu zaključenja ovog ugovora i isto pozitivno pravo ce se primijeniti prilikom tumačenja odredbi ovog ugovora. Ukoliko tokom trajanja ovog ugovora nastupe izmjene pozitivnih zakonskih propisa, a koji su važili u momentu zaključenja ugovora, na tumačenje ovog ugovora se imaju primijeniti zakonski propisi povoljniji za korisnika.

Za slučaj spora, ugovorne strane će preuzeti sve napore da se spor riješi sporazumom. U nemogućnosti sporazumnog rješavanja spora, ugovorne strane ovim prihvataju nadležnost Privrednog suda u Podgorici

Član 24.

Ništavost odnosno nevažnost jedne od odredbi ovog Ugovora ne znaci i nevažnost čitavog govora.

XIV STUPANJENA SNAGU

Član 25.

XIII APPLICABLE LAW AND RESOLVING OF DUSPUTES

Article 23.

The agreement is made on Montenegrin and English language, in case of duspote Montenegrin version shall prevail.

The agreement shall be made in accordance with positive regulations of Montenegro which are in effect at the moment of this agreement signing and the same positive regulation shall be applied when the provisions of this agreement shall be interpreted. If, during the term of this agreement any changes of positive regulations occur, which were in effect at the moment of this agreement conclusion, those regulations which are more favourable for user shall be applied.

In case of dispute parties to this agreement shall make efforts to resolve it. If the agreement is not possible to be reached, parties shall accept the competence of the Commercial court in Podgorica.

Article 24.

Invalidity of one of provisions of this agreement shall not cause the invalidity of the complete Agreement.

XIV ENTERING INTO FORCE

Article 25.



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Javno preduzeće će obezbediti da ovaj Ugovor bez nepotrebnog odlaganja odmah nakon usaglašavanja i prihvatanja bude dostavljen na saglasnost Vladi Crne Gore. Javno preduzeće se obavezuje da će ZAKUPCA upoznati sa Odlukom Vlade Crne Gore.

Ovaj Ugovor se zaključuje i stupa na snagu nakon što Vlada CG da saglasnost za zaključenje ovog ugovora.

Ovaj Ugovor se zaključuje i stupa na snagu danom potpisivanja.

Ovaj ugovor smatra se zaključenim kada ga potpišu za to ovlašćena lica.

Sve izmjene i dopune ovog ugovora moraju biti sačinjene u pismenoj formi potpisane od obje ugovorne strane.

XV ORIGINALI

Član 26.

Ovaj ugovor je sačinjen u 10 (deset) istovjetnih primjeraka od kojih svaki predstavlja original teksta ugovora, ZAKUPAC zadržava 2 (dva) a JAVNO PREDUZEĆE 3 (tri) primjerka ugovora.

Ugovorne strane su se saglasile da se po jedan primjerak zaključenog ugovora u roku od 15 dana od dana ovjere dostavi Zaštitniku državne imovine, Državnom tužiocu, Državnoj revizorskoj instituciji i Upravi za nekretnine.

Dva primerka Ugovora biće dostavljena nadležnoj lučkoj kapetaniji radi vodjenja evidencije o zaključenim ugovorima o korišćenju morskog dobra

JAVNO PREDUZEĆE ZA UPRAVLJANJE
MORSKIM DOBROM BUDVA

Direktor

Rajko L. Barovic, dipl. prav.

The Public company shall provide this agreement to be delivered for approval to the Government of Montenegro with no delay immediately after the adjustment and acceptance. The Public company shall undertake to inform the LESSEE with a decision of the Government of Montenegro.

This agreement is concluded and enters into force after the consent of the Government of Montenegro is given in relation to this agreement conclusion.

This agreement is concluded and enters into force at the day of its signing.

This agreement is considered concluded when signed by authorized persons.

All amendments of the agreement must be made in written form and signed by both parties to the agreement.

XV ORIGINALS

Article 26.

This agreement is made in 10 (ten) identical counterparts each of which is considered the original text of the agreement. The LESSEE shall keep 2 (two) and PUBLIC COMPANY shall keep 3 (three) copies of the agreement.

The parties agree to deliver one copy of concluded agreement in term of 15 days form notarization date, to the Real estate directorate, Court of accounts, Protector of state assets and Attorney general.

Two copies of the agreement shall be delivered to competent harbour master's office for keeping records on concluded agreements on coastal zone usage.

PUBLIC COMPANY FOR COASTAL ZONE
MANAGEMENT BUDVA

Director

Rajko L. Barovic, lawyer

ZAKUPAC:

QD HOTEL AND PROPERTY
INVESTMENT MONTENEGRO DOO
Podgorica

Izvršni direktor

Gregory Bankhurst



LESSEE:

QD HOTEL AND PROPERTY INVESTMENT
MONTENEGRO Ltd
Podgorica

The Executive Director

Gregory Bankhurst



Ja, notar Dalibor Knežević, sa sjedištem u Budvi, u Ulici 22.novembra bb, potvrđujem da su mi:

Barović Rajko, JMBG: 1906963210054, Budva, kao izvršni direktor JP ZA UPRAVLJANJE MORSKIM DOBROM - BUDVA, matični broj 02116146 i Bankhurst Gregory Howard, pasoš broj: 421343108, SAD, kao izvršni direktor DRUŠTVA SA OGRANIČENOM ODGOVORNOŠĆU „QD HOTEL AND PROPERTY INVESTEMENT MONTENEGRO“ - PODGORICA, matični broj 02769336, po specijalnom punomoćju ovjerenom u Dohi, Katar, 27.marta 2013.godine u Ambasadi Sjedinjenh Američkih Država, prevedeno od strane stalnog sudskog tumača za engleski jezik Friderike Pavlović, u Tivtu, dana 28.03.2013.godine,

u mojoj prisutnosti svojeručno potpisali pismeno:

Ugovor o zakupu / korišćenju morskog dobra potpisan u Budvi, dana 18.04.2013.godine, koji ima 19 listova.

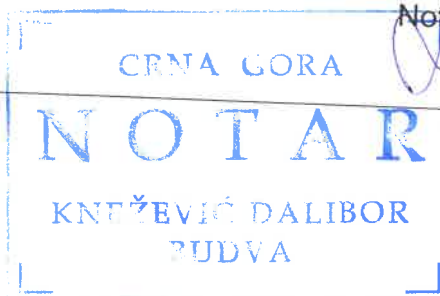
Istovjetnost podnosioca isprave utvrdio sam na osnovu lične karte broj 073844706 izdate na ime Barović Rajko u FL Budva sa istekom važenja 29.05.2018.godine i pasoša broj 421343108 izdatog na ime Bankhurst Gregory Howard u United States Department of State sa istekom važenja 28.02.2017.godine. Potpisi na pismenu su istiniti.

Notarska nagrada je obračunata po tarifnom broju 9 NT u iznosu od 50.00 €, a naknada troškova po tarifnom broju 22 NT u iznosu od 1.00€. Zaračunat je PDV u iznosu od 8.67€, a ukupno je naplaćeno 59.67€.

Ovjera potpisa sačinjena je u 10 primjeraka istovjetnog dokumenta.

Broj: OVP 1893/13

u Budvi 18.04.2013. godine





СРБИЈА
1945
ОПШТИНА

