



Република Србија  
Републичка дирекција за ИМОВИНУ

464-3358/16

**UGOVOR O DAVANJU NA KORIŠĆENJE  
NEPOKRETNOSTI**

БЕОГРАД НА ВОДИ Д.О.О.  
БЕОГРАД

Број: 6560  
Датум: 5.12.2016

**AGREEMENT ON GRANTING THE REAL  
ESTATE TO USE**

**OVAJ UGOVOR (Ugovor)** zaključen je u Beogradu, dana 23.11.2016. godine, između:

**Beograd na vodi doo Beograd**, Karađorđeva 48, 11000 Beograd, Srbija, Matični broj 21033391, (**Društvo**) koga zastupa Nikola Nedeljković, direktor, i

**Republika Srbija (RS)** koju na osnovu Zaključka Vlade RS 05 broj 464-10694/2016 u ovom Ugovoru zastupa Jovan Vorkapić, v.d. direktora Republičke direkcije za imovinu Republike Srbije.

(Društvo i RS zajedno u daljem tekstu: **Ugovorne strane**)

**THIS AGREEMENT (Agreement)** is concluded in Belgrade, on 23. november 2016. by and between:

**Beograd na vodi doo Beograd**, Karađorđeva 48, 11000 Belgrade, Serbia, ID Number 21033391, (**Company**) represented by Nikola Nedeljković, director, and

**Republic of Serbia (RoS)** represented in this Agreement pursuant to the conclusion of the Government of RoS 05 no.464-10694/2016. by Jovan Vorkapić, acting director of the Directorate for Property of the Republic of Serbia.

(Hereinafter the Company and RoS are jointly referred to as **Parties**)

**UVODNE ODREDBE**

- A) RS je vlasnik Nepokretnosti (definisane u članu 1.1 Ugovora);
- B) RS, Društvo, Belgrade Waterfront Capital Investments LLC i Al Maabar International Investment LLC zaključili su dana 26.04.2015. godine Ugovor o zajedničkom ulaganju u projekat Beograd na vodi, u skladu sa Sporazumom o saradnji između Vlade Republike Srbije i Vlade Ujedinjenih Arapskih Emirata, ratifikovanog od Skupštine Republike Srbije 15.03.2013. godine, i objavljenog u "Službenom glasniku Republike Srbije – Međunarodni ugovori" (**Ugovor o zajedničkom ulaganju**);
- C) Društvo je zajedničko preduzeće Republike Srbije i Belgrade Waterfront Capital Investments LLC, osnovano u skladu sa Ugovorom o zajedničkom ulaganju radi realizacije projekta Beograd na vodi, u čijim granicama se nalazi i Nepokretnost;
- D) Nepokretnost predstavlja Neuloženi objekat (kako je definisano Ugovorom o zajedničkom ulaganju) koji prema članu

**INTRODUCTORY REMARKS**

- A) RoS is the owner of the Real Estate (defined in clause 1.1 of this Agreement);
- B) Republic of Serbia, the Company, Belgrade Waterfront Capital Investments LLC and Al Maabar International Investment LLC on 26 April 2015 entered into Joint Venture Agreement Belgrade Waterfront Project, in accordance with the Accord on co-operation between the Government of the Republic of Serbia and the Government of the United Arab Emirates ratified by the Parliament of the Republic of Serbia on 15 March 2013, and published in the "Official Herald of the Republic of Serbia – International agreements" No. 03/2013 (**Joint Venture Agreement**);
- C) The Company is the joint venture company of the Republic of Serbia and Belgrade Waterfront Capital Investments LLC, incorporated pursuant to the Joint Venture Agreement for the purpose of development of the Belgrade Waterfront project, within which borders the Real Estate is located;
- D) Real Estate represents Non-Contributed Building (as defined in the Joint Venture Agreement) that pursuant to the clause 7.3

7.3 Ugovora o zajedničkom ulaganju, Društvo može odabrati za renoviranje i koristiti bez plaćanja dodatne naknade;

of the Joint Venture Agreement, the Company may select for refurbishment and operate without paying any additional consideration;

- E) Društvo nije javno preduzeće i ne obavlja delatnost od opšteg interesa u smislu Zakona o javnim preduzećima ("Sl. glasnik RS", br. 15/2016);
- F) Nepokretnost je neophodna radi obavljanja delatnosti radi koje je Društvo osnovano;
- G) Vlada Republike Srbije je Zaključkom 05 br. 464-10694/2016, čiji sastavni deo je nacrt ovog Ugovora, odlučila da se Nepokretnost da na korišćenje Društvu;
- H) Dana 11.09.2014. godine između Ugovornih strana je zaključen Ugovor o zakupu Nepokretnosti (**Ugovor o zakupu**). Namera Ugovornih strana je da ovim Ugovorom stave van snage Ugovor o zakupu;
- I) Uzimajući u obzir sve napred navedeno, Ugovorne strane zaključuju ugovor o davanju na korišćenje, u skladu sa članom 21. Zakona o javnoj svojini ("Sl. glasnik RS", br. 72/2011, 88/2013 i 105/2014) kako sledi:
- E) The Company is not a public company and does not perform activity that is of public interest in terms of the Law on Public Companies ("Official Herald of RS" no. 15/2016);
- F) Real Estate is necessary for carrying out business activity for which the Company was founded;
- G) Government of the Republic of Serbia has decided by Decision 05 no. 464-10694/2016, integral part of which is draft of this Agreement, to grant the use over the Real Estate to the Company;
- H) On 11.09.2014. the Parties entered into the Lease Agreement related to Real Estate (**Lease Agreement**). Parties' intention is to cancel Lease Agreement by entering into this Agreement;
- I) In consideration of the aforesaid, the Parties enter into agreement on granting the right to use, in accordance with the Article 21 of the Public Property Act ("Official Herald of RS" no. 72/2011, 88/2013 and 105/2014) as follows:

## 1. PREDMET UGOVORA

## 1. SUBJECT OF THE AGREEMENT

- 1.1. RS ovim daje, a Društvo prima na korišćenje, nepokretnost u javnoj svojini Republike Srbije, koju čine objekti u Beogradu, ul. Karađorđeva 48, postojeći na katastarskoj parceli br. 443 KO Savski venac, i to: objekat br. 1 upisan u LN br. 612 KO Savski venac, kao "stambeno poslovna zgrada ugao Hercegovačke, Travničke i Karađorđeve" i objekat br. 4 upisan u LN 612 KO Savski Venac, kao "stambeno poslovna zgrada dvorišna desno" (**Nepokretnost**).
- 1.1. RoS hereby grants and the Company takes the use of publicly owned real estate property - buildings in Belgrade, Karađorđeva 48, on the cadastral plot 443 CM Savski venac, - building no. 1 inscribed in property sheet no. 612 CM Savski venac, as "residential business building corner of Hercegovačka, Travnička and Karađorđeva" and building no. 4 inscribed in property sheet no. 612 CM Savski venac, as "residential business building on the right side of the yard" (**Real Estate**).
- 1.2. Društvo će koristiti Nepokretnost u svrhu obavljanja registrovane delatnosti, promocije projekta Beograd na vodi i u druge svrhe potrebne za poslovanje
- 1.2. The Company shall use the Real Estate for carrying out its' registered business activity, promotion of Belgrade Waterfront project and for other purposes

- Društva. necessary for business of the Company.
- 1.3. Na osnovu ovog Ugovora Društvo se ne može upisati kao korisnik Nepokretnosti u smislu člana 25 Zakona o javnoj svojini. 1.3. On the basis of this Agreement the Company cannot register as the user of the Real Estate in terms of the Article 25 of the Public Property Act.
- 2. PRIMOPREDAJA** **2. HAND-OVER**
- 2.1. Ugovorne strane saglasno konstatuju da je Društvo stupilo u posed Nepokretnosti u skladu sa Ugovorom o zakupu zaključenim između Ugovornih strana dana 11.09.2014. godine, a prema zapisniku o uvođenju u posed prostorija zgrade u ul. Karađorđeva br. 48 u Beogradu sačinjenom između ovlašćenih predstavnika Ugovornih strana dana 04.08.2014. godine. 2.1. The Parties agree and acknowledge that the Company has entered into possession of Real Estate in accordance with the Lease Agreement entered into by the Parties on 11 September 2014, and pursuant to hand-over minutes of the premises of the building at Karađorđeva 48 in Belgrade, made by authorized representatives of the Parties on 4 August 2014.
- 3. PERIOD UGOVORA** **3. TERM OF THE AGREEMENT**
- 3.1. Ugovor se zaključuje na određeni period od 30 (trideset) godina, sa početkom od 11.09.2016. 3.1. This Agreement is concluded for finite term of 30 (thirty) years starting 11.09.2016.
- 3.2. Ugovorne strane mogu produžiti period Ugovora po isteku perioda iz člana 3.1. 3.2. The Parties may extend the term of the Agreement upon the expiry of the term from clause 3.1.
- 4. NAKNADA** **4. COMPENSATION**
- 4.1. Na osnovu člana 21 stav 2 Zakona o javnoj svojini, Društvu se za vreme trajanja Ugovora, Nepokretnost daje na korišćenje bez naknade. 4.1. In accordance with article 21 paragraph 2 of the Public Property Act, the Company is granted the right to use the Real Estate during the term of this Agreement, free of charge.
- 4.2. Strane saglasno konstatuju da u skladu sa članom 21 stav 4 Zakona o javnoj svojini RS učestvuje u dobiti koju Društvo ostvaruje od Nepokretnosti, kroz svoje udele u Društvu. 4.2. The Parties mutually acknowledge that pursuant to the article 21 paragraph 4 of the Public Property Act RoS participates in profits which the Company derives from the Real Estate, through its share in the Company.
- 5. REŽIJSKI TROŠKOVI, JAVNE DAŽBINE** **5. UTILITY COSTS, PUBLIC LEVIES**
- 5.1. Društvo će snositi sve troškove koji nastaju u vezi sa korišćenjem Nepokretnosti od strane Društva, i to: 5.1. The Company shall bear all expenses incurred in relation to use of the Real Estate by the Company and those are:
- (i) električne energije, (i) electricity,
- (ii) vode i kanalizacije, (ii) water and sewer,

(iii) telekomunikacionih usluga,

(iii) telecom services,

(iv) grejanja,

(iv) heating,

(v) odnošenja smeća,

(v) waste removal,

(vi) drugih komunalnih proizvoda/  
usluga koje se konzumiraju u  
Nepokretnosti

(vi) other utility products/ services  
consumed in the Real Estate

**(Režijski troškovi).**

**(Utility Costs).**

5.2. Ugovorne strane konstatuju da je Društvo prijavljeno kao potrošač komunalnih usluga, i pružiocima komunalnih usluga će direktno plaćati Režijske troškove.

5.2. The Parties acknowledge that the Company is registered as consumer of utility services and shall directly pay the Utility Costs to utility service providers.

5.3. Pored Režijskih troškova, Društvo takođe snosi i druge javne dažbine koje prema propisima snosi korisnik prostora u javnoj svojini.

5.3. Apart from the Utility Costs, the Company also bears other public levies which according to applicable regulations are to be borne by the user of premises in public property.

5.4. Društvo je dužno da prijavi nadležnim organima da je korisnik Nepokretnosti u cilju plaćanja navedenih javnih dažbina.

5.4. The Company is obliged to submit applications to competent authorities that it is the user of the Real Estate, with purpose of paying the stated public levies.

**6. RENOVIRANJE NEPOKRETNOSTI OD STRANE DRUŠTVA**

**6. REFURBISHMENT OF THE REAL ESTATE BY THE COMPANY**

6.1. Društvo može izvršiti rekonstrukciju, sanaciju i adaptaciju Nepokretnosti, u skladu sa zakonom, uz saglasnost Republičke direkcije za imovinu Republike Srbije (**Direkcija**) i shodno Ugovoru o zajedničkom ulaganju (**Renoviranje**).

6.1. The Company may perform reconstruction, renovation and adaptation of the Real Estate, in accordance with the law, with consent of Directorate for Property of the Republic of Serbia (**Directorate**) and pursuant to the Joint Venture Agreement (**Refurbishment**).

6.2. U skladu sa Ugovorom o zajedničkom ulaganju, RS i/ili Direkcija će pružiti pomoć Društvu u pribavljanju dozvola i saglasnost nadležnih organa neophodnih za Renoviranje, a sva tehnička dokumentacija neophodna u tom postupku biće izrađena od strane i o trošku Društva.

6.2. In accordance with Joint Venture Agreement, RoS and/or Directorate shall assist the Company in obtaining the permits and consents required for Refurbishment and entire technical documentation required in this process shall be made by and at the expense of the Company.

6.3. Sve troškove Renoviranja snosi Društvo.

6.3. All costs of the Refurbishment shall be borne by the Company.

6.4. Svi dodaci i poboljšanja izvršena od strane Društva na Nepokretnosti kao

6.4. All additions and improvements made to the Real Estate by the Company as result

rezultat Renoviranja Nepokretnosti, postaju i (nakon prestanka Ugovora) ostaju u vlasništvu RS.

of the Refurbishment, shall become and shall remain in the ownership of the RS (upon termination of the Agreement).

## 7. ISTICANJE FIRME

7.1. RS je saglasna da Društvo o svom trošku istakne firmu na fasadu Nepokretnosti, iznad ulaza ili na drugom pogodnom mestu, na način na koji to Društvo smatra podesnim, pod uslovom da Društvo pribavi neophodne saglasnosti i dozvole nadležnih organa.

7.2. Sve takse ili naknade koje se plaćaju u vezi sa isticanjem firme na Nepokretnosti snosi Društvo.

## 8. UPRAVLJANJE

8.1. Tokom trajanja ovog Ugovora Društvo upravlja Nepokretnošću u smislu člana 24. Zakona o javnoj svojini.

## 9. NEPODOBNOST ZA UPOTREBU

9.1. Ukoliko u bilo kom trenutku tokom perioda Ugovora Nepokretnost (uključujući i eventualno Renoviranje) bude oštećena, iz razloga za koje ne odgovara Društvo (požar, zemljotres, poplava, inherentni nedostaci Nepokretnosti (uključujući i nedostatke u projektovanju ili upotrebu neadekvatnih materijala u građenju), viša sila), tako da je Društvo onemogućeno da redovno i u potpunosti obavlja svoje aktivnosti u Nepokretnosti, Društvo može raskinuti Ugovor i/ili može odabrati predmetnu Nepokretnost (kao Neuloženi objekat) za renoviranje u skladu sa Ugovorom o zajedničkom ulaganju.

## 10. OSIGURANJE

10.1. Društvo je dužno da o svom trošku osigura Nepokretnost (uključujući i Renoviranje) od požara i sličnih rizika, održava i redovno obnavlja polisu tokom čitavog perioda Ugovora.

## 7. SIGNAGE

7.1. RoS agrees that the Company may, at its' own expense, install signage on the facade of the Real Estate, above entrance or at other appropriate spot, as deemed appropriate by the Company, conditional upon the Company obtaining necessary consents and permits of competent authorities.

7.2. All taxes or fees payable in relation to signage shall be borne by the Company.

## 8. MANAGEMENT

8.1. During the term of this Agreement the Company shall manage the Real Estate within the meaning of the article 24 of the Public Property Act.

## 9. UNFITNESS FOR USE

9.1. Should at any moment during the term of the Agreement the Real Estate, or any part thereof (including any Refurbishments) be impaired due to reasons for which the Company is not responsible (fire, earthquake, flooding, structural or inherent defects of the Real Estate (including also deficiencies caused by an inadequate design and/or use of inappropriate materials in constructing), force majeure), thus preventing the Company to regularly and fully perform its activity within Real Estate, the Company may terminate the Agreement and/or may select subject Real Estate (as the Non-Contributed Building) for refurbishment in accordance with the Joint Venture Agreement.

## 10. INSURANCE

10.1. The Company shall at its' own cost insure the Real Estate (including the Refurbishments) against fire and similar perils, maintain and regularly renew the insurance policies throughout the term of

- the Agreement.
- 10.2. Na zahtev RS, Društvo će dostaviti dokaz da je Nepokretnost osigurana u skladu sa članom 10.1. 10.2. Upon request of RoS, the Company shall provide evidence that the Real Estate has been insured in accordance with clause 10.1.
- 11. PRISTUP U NEPOKRETNOST** 11. **ACCESS TO THE REAL ESTATE**
- 11.1. RS ima pravo da obiđe Nepokretnost radi inspekcije u vreme redovnog radnog vremena. 11.1. RoS is entitled to visit the Real Estate for inspection within regular working hours.
- 11.2. RS će inspekciju najaviti Društvu najmanje 1 (jedan) radni dan pre nameravane inspekcije. 11.2. RoS shall notify the Company on intended inspection at least 1 (one) working day before intended inspection.
- 12. DAVANJE U ZAKUP I POSED NEPOKRETNOSTI** 12. **LEASING AND PARTING POSSESSION WITH THE REAL ESTATE**
- 12.1. Društvo može zaključivati (i) ugovore o zakupu dela Nepokretnosti i (ii) ugovore o davanju državine/prava na zauzimanje Nepokretnosti ili dela Nepokretnosti u svrhe promovisanja poslovanja Društva i projekta Beograd na vodi. 12.1. The Company may enter into (i) lease agreements for a part of the Real Estate and (ii) agreements for granting possession/right to occupy the Real Estate or part thereof, for the purposes of promoting the business of the Company and Belgrade Waterfront Project.
- 12.2. Ugovori iz člana 12.1 (i) i (ii) mogu biti uz naknadu ili bez naknade. 12.2. The agreements set forth in clause 12.1 (i) and (ii) may be with or without consideration.
- 13. RASKID UGOVORA** 13. **TERMINATION OF THE AGREEMENT**
- 13.1. RS ne može raskinuti ovaj Ugovor pre isteka perioda Ugovora izuzev u slučajevima izričito navedenim u članu 13.3. 13.1. RoS may not terminate this Agreement prior to expiry of the term of the Agreement except in cases specifically listed in clause 13.3.
- 13.2. Društvo može, dostavljanjem pisanog obaveštenja Direkciji, raskinuti Ugovor po svom nahođenju i u bilo kom trenutku, uz poštovanje otkaznog roka od mesec dana. 13.2. The Company may by tendering written notice to RoS, terminate this Agreement at convenience and at any time, observing one month notice period.
- 13.3. RS može raskinuti ovaj Ugovor pre isteka perioda Ugovora dostavljanjem pisanog obaveštenja Društvu jedino u slučaju da:  
 (i) Društvo ne koristi Nepokretnost u periodu dužem od 3 (tri) meseca, ili  
 (ii) Društvo oštećuje Nepokretnost, ili 13.3. RoS may terminate this Agreement prior to expiry of the term of the Agreement by tendering written notice to the Company only in the cases:  
 (i) the Company does not use the Real Estate for period longer than 3 (three) months, or  
 (ii) the Company is damaging the Real

- (iii) Društvo bez pisane saglasnosti Direkcije vrši Renoviranje i adaptaciju Nepokretnosti, ili
- (iv) Društvo ne plaća Režijske troškove i Javne dažbine iz člana 5. ovog Ugovora, ili
- (v) Društvo koristi Nepokretnost suprotno svrsi predviđenoj u članu 1.2,

ali uvek uz prethodno upozorenje i ostavljanje dodatnog perioda za otklanjanje razloga za raskid od najmanje mesec dana. U slučaju raskida ovog Ugovora od strane RS iz razloga navedenih u ovom članu RS ne odgovara za bilo kakve troškove koje je Društvo imalo u vezi sa Nepokretnošću, uključujući ali ne ograničavajući se i na troškove Renoviranja.

13.4. Ugovorne strane mogu pisanim sporazumom raskinuti ovaj Ugovor u bilo kom trenutku.

#### 14. VRAĆANJE NEPOKRETNOSTI

14.1. Po isteku perioda Ugovora, ili isteka otkaznog roka, Društvo je dužno da u roku od 15 dana vrati Nepokretnost RS-u, ispražnjenu od lica i stvari, u čistom stanju i bez otpada.

14.2. Društvo nije u obavezi da vrati Nepokretnost u stanje u kome je istu primilo ukoliko su naknadne izmene vršene uz saglasnost Direkcije odnosno u skladu sa Ugovorom o zajedničkom ulaganju (Renoviranje).

14.3. O primopredaji Nepokretnosti prilikom vraćanja iste RS-u sačinice se zapisnik koji će potpisati predstavnici Ugovornih strana.

#### 15. REŠAVANJE SPOROVA

15.1. Ugovorne strane su saglasne da sve sporove u vezi sa ovim Ugovorom rešavaju sporazumno, a u suprotnom ugovara se nadležnost stvarno nadležnog suda u Beogradu.

Estate, or

(iii) the Company performs Refurbishment and adaptation of Real Estate without written consent of the Directorate, or

(iv) the Company does not pay Utility Costs and public levies from article 5 of this Agreement, or

(v) the Company, continues to use the Real Estate in contravention with its purpose provided in clause 1.2,

but always subject to previous warning and granting additional cure period of at least one month. In case of termination of this Agreement by RS in cases set forth in this article RS shall not be responsible for any costs that the Company had with regard to the Real Estate, including without limitation costs of Renovation.

13.4. Parties may terminate this Agreement by written agreement at any time.

#### 14. RETURN OF THE REAL ESTATE

14.1. Upon expiry of the term of the Agreement, or notice period, the Company shall within 15 days surrender the Real Estate to RoS, free from tenancies and occupancies, in clean state, free from debris.

14.2. The Company shall not be under the duty to bring the Real Estate into state as of hand-over, as long as such subsequent alterations have been made with consent of the Directorate or in line with the Joint Venture Agreement (Refurbishment).

14.3. At surrender of the Real Estate to RoS, the Parties shall draw up minutes which shall be signed by representatives of both Parties.

#### 15. SETTLEMENT OF DISPUTES

15.1. All disputes arising out of this Agreement shall be settled amicably, and if amicable agreement cannot be reached, jurisdiction of the competent court in Belgrade is hereby agreed.

**16. USTUPANJE I SALVATORNA KLAUZULA**

16.1. Osim u slučajevima predviđenim ovim Ugovorom, nijedna od Ugovornih strana ne može da izvrši ustupanje ovog Ugovora, niti bilo kojih prava i obaveza po ovom Ugovoru, u celini ili delimično, bilo po osnovu zakona ili na drugi način, bez prethodne pisane saglasnosti druge Ugovorne Strane, a svaki takav prenos koji je u suprotnosti sa uslovima ovog Ugovora biće ništav i bez pravnog dejstva.

16.2. Ukoliko je ili u bilo kom trenutku, bilo koja odredba ovog Ugovora postane nezakonita, ništava ili neizvršiva, u bilo kom pogledu na osnovu bilo kog važećeg zakona ili drugog propisa na snazi u Republici Srbiji, zakonitost, važnost i izvršivost preostalih odredaba Ugovora neće biti dovedeni u pitanje, niti na bilo koji način ugroženi, a Ugovorne strane će u dobroj veri postići sporazume kojima će se, u meri u kojoj je to moguće, očuvati sporazum da ispune ciljeve navedene u ovom Ugovoru.

16.3. Ugovorne strane su se dogovorile da u slučaju izmene važećeg zakona ili drugog propisa na snazi u Republici Srbiji koji ugrožava primenu ovog Ugovora, ulože sve napore da realizuju poslove predviđene u ovom Ugovoru, uzimajući u obzir novi ili izmenjeni zakonski propis.

**17. OBAVEŠTENJA**

17.1. Svako obaveštenje dostavljeno po osnovu ili u vezi sa ovim Ugovorom biće u pisanom obliku.

17.2. Odgovarajuće adrese za uručenje obaveštenja po osnovu ovog Ugovora su:

Društvo:

Beograd na vodi d.o.o. Beograd,  
Karadžorđeva 48, 11000 Beograd,  
n/r Direktor

**16. ASSIGNMENT AND SALVATION CLAUSE**

16.1. Except as provided for in this Agreement, neither Party may assign this Agreement or any of the rights and obligations hereunder, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other Party, and any such assignment contrary to the terms hereof shall be null and void and of no force or effect.

16.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any applicable law or other regulation in force in Republic of Serbia, the legality, validity and enforceability of the rest of the provisions of the Agreement shall not be affected or impaired in any way and the Parties shall agree in good faith alternative arrangements which preserve, to the extent possible, the agreement reached by the Parties to achieve the objectives stated herein.

16.3. It is understood between the Parties that in the event of a change in applicable law or other regulation in force in Republic of Serbia affecting the implementation of this Agreement, the Parties hereto shall effect the transactions as contemplated in this Agreement, taking into account the new or changed legislation.

**17. NOTICES**

17.1. Any notice given under or in connection with this Agreement shall be in writing.

17.2. The respective addresses for service of notices under this Agreement shall be:

The Company:

Belgrade Waterfront LLC Belgrade,  
Karadjordjeva 48, 11000 Belgrade,  
Attn. Director



RS:

Republička direkcija za imovinu  
Republike Srbije,  
Kralja Milana 16, 11000 Beograd,  
n/r Direktor

RoS:

Directorate for Property of  
the Republic of Serbia,  
Kralja Milana 16, 11000 Belgrade,  
Attn. Director

17.3. Obaveštenja se mogu dostavljati isporukom na naznačenu adresu primaoca (u kom slučaju će se obaveštenje smatrati uručenim u trenutku isporuke), putem faksa (u kom slučaju će se obaveštenje smatrati uručenim po završetku prenosa) ili poštanskom dostavom putem preporučene pošte.

17.3. Notices may be given by being delivered to the notice address of the addressee (in which case the notice shall be deemed to be served at the time of delivery) or by being sent by facsimile (in which case the notice shall be deemed to be served upon completion of the transmission) or by being sent by registered mail.

**18. ZAVRŠNE ODREDBE**

**18. FINAL PROVISIONS**

18.1. Smatra se da ovaj Ugovor proizvodi pravno dejstvo od dana 11.09.2016. godine, a stupanjem na snagu ovog Ugovora prestaje da važi Ugovor o zakupu zaključen 11.09.2014. godine.

18.1. It shall be deemed that this Agreement comes into force as of 11.09.2016., and by its entering into force the Lease Agreement dated 11.09.2014. ceases to be in effect.

18.2. Na sve što ovim Ugovorom nije definisano, primenjivaće se važeći propisi Republike Srbije.

18.2. To all relations not regulated by this Agreement, applicable laws of the Republic of Serbia shall apply.

18.3. Sve izmene i dopune ovog Ugovora moraju biti sačinjene u pisanoj formi i biti potpisane od strane ovlašćenih lica Ugovornih strana.

18.3. All amendments to this Agreement need to be made in written form and signed by authorised representatives of both Parties.

18.4. Ovaj Ugovor sačinjen je u 4 istovetna dvojezična primerka, od kojih po 2 za svaku Ugovornu stranu.

18.4. This Agreement has been drafted in 4 identical bilingual copies, two for each of the Parties.

18.5. Ovaj Ugovor je sačinjen na engleskom i srpskom jeziku. U slučaju bilo kakvih neslaganja merodavna je verzija na srpskom jeziku.

18.5. This Agreement is made in English language and Serbian language. In case of any discrepancies, the Serbian version shall prevail.

za Društvo/for the Company

za Republiku Srbiju/for Republic of Serbia

