

Obrazac 3.

FINANCIJSKA AGENCIJA

OIB: 85821130368

REGIONALNI CENTAR ZAGREB

ULICA GRADA VUKOVARA 70

10 000 ZAGREB

(adresa nadležne jedinice)

FINANCIJSKA AGENCIJA
ODSJEK ZA PRIJEM, EVIDENTIRANJE
I POHRANU OSNOVA ZA PLAĆANJE
Z A G R E B 1**26-11-2018**PREDSTEČAJNE NAGODBE
PRIMANJE I OTPREMA POŠTE

KLASA: _____

UR. BROJ: _____

Nadležni trgovački sud TRGOVAČKI SUD U ZAGREBU, Zagreb, Amruševa 2/II

Poslovni broj spisa St-2740/2018 od 08.11.2018. _____

PRIJAVA TRAŽBINE VJEROVNIKA U PREDSTEČAJNOM POSTUPKU**PODACI O VJEROVNIKU:**Ime i prezime / tvrtka ili naziv **MORI SAILING COMPANY d.o.o.** _____OIB **05774307626** _____Adresa / sjedište **Antuna Branka Šimića 12, Split** _____**PODACI O DUŽNIKU:**Ime i prezime / tvrtka ili naziv **FORTUNAL d.o.o.** _____OIB **00131410071** _____Adresa / sjedište **Sinkovićeve 4, Zagreb** _____**PODACI O TRAŽBINI:**

Pravna osnova tražbine (npr. ugovor, odluka suda ili drugog tijela, ako je u tijeku sudski postupak oznaku spisa i naznaku suda kod kojeg se postupak vodi)

RENTAL CONTRACT number: 0005/18 _____Iznos dospjele tražbine **134.103,54** _____ (kn)Glavnica **131.689,98** _____ (kn)Kamate **2.413,56** _____ (kn)Iznos tražbine koja dopijeva nakon otvaranja predstečajnog postupka
_____ (kn)

Dokaz o postojanju tražbine (npr. račun, izvadak iz poslovnih knjiga)

Izvod otvorenih stavki od 22.11.2018.Obračun zateznih kamata od 22.11.2018.

Vjerovnik raspolaže ovršnom ispravom DA / NE za iznos _____ (kn)

Naziv ovršne isprave

PODACI O RAZLUČNOM PRAVU:

Pravna osnova razlučnog prava

Dio imovine na koji se odnosi razlučno pravo

Iznos tražbine _____ (kn)

Razlučni vjerovnik odriče se prava na odvojeno namirenje ODRIČEM / NE ODRIČEM

Razlučni vjerovnik pristaje da se odgodi namirenje iz predmeta na koji se odnosi njegovo razlučno pravo radi provedbe plana restrukturiranja PRISTAJEM / NE PRISTAJEM

PODACI O IZLUČNOM PRAVU:

Pravna osnova izlučnog prava

Dio imovine na koji se odnosi izlučno pravo

Izlučni vjerovnik pristaje da se izdvoji predmet na koji se odnosi njegovo izlučno pravo radi provedbe plana restrukturiranja PRISTAJEM / NE PRISTAJEM

Mjesto i datum

Split, 22.11.2018

Potpis vjerovnika


MORI SAILING COMPANY

d.o.o.

Split, A.B. Šimića 12

MORI SAILING COMPANY d.o.o.
A.B.Šimića 12, SPLIT
OIB: 05774307626
HR85 23300031188499015
zastupano po prokuristici
Lei Rajković

Dužnik: FORTUNAL D.O.O. Zagreb, Sinkovićeva 4, OIB 00131410071

Izvod otvorenih stavki

Konto : 1200
Do: 22.11.2018

Konto: 1200 Partner: 22 Naziv partnera: FORTUNAL d.o.o. PDV ID. BR./OIB:00131410071 IBAN: HR462340091110075161

Datum	Dokument	Broj	Broj računa	Opis knjiženja	Datum m.	Dospjeće	Duguje	Potražuje	Saldo
28.07.2018	Račun	1	1/1/1		28.07.2018	12.08.2018	55.792,37	0,00	55.792,37
31.08.2018	Račun	2	2/1/1		31.08.2018	10.09.2018	35.574,35	0,00	91.366,72
30.09.2018	Račun	3	3/1/1		30.09.2018	10.10.2018	39.080,73	0,00	130.447,45
31.10.2018	Račun	4	4/1/1		31.10.2018	06.11.2018	1.242,53	0,00	131.689,98
22.11.2018	Temeljica	1		Zatezne kamate			2.413,56	0,00	134.103,54
Ukupno Konto: 1200							134.103,54	0,00	134.103,54
							134.103,54	0,00	134.103,54

MORI SAILING COMPANY
d.o.o.
Split, A.B. Šimića 12

22.11.2018 14:34:03

MORI SAILING COMPANY d.o.o.

Izvod otvorenih stavki

Stranica: 1

Licenca za Natividad d.o.o.

FORTUNAL d.o.o., with headquarters in Zagreb, Sinkovičeva 4, OIB:00131410071, GIRO ACCOUNT. 2340009-1110075161, represented by the Director Mr. Igor Grgičević (hereinafter: the Service Provider)

And

MORI SAILING COMPANY d.o.o, Antuna Branka Šimića 12, Split, Croatia OIB: 05774307626, represented by the Director Mr. Alexandre Mori ((hereinafter: Vessel Owner)

_____ in Split conclude the following

RENTAL CONTRACT number: 0005/18

1. SUBJECT OF THE CONTRACT

ARTICLE 1

The subject of this Contract is charter management services for the sailboat cruiser (hereinafter: the Ship):

1. Name of the Ship and registration: TAKEO
2. Constructor, country and year of construction: Bavaria Yachtbau GmbH Germany, 2011
3. Model of the Ship: Bavaria Cruiser 45
4. Engine data: Volvo
5. Flag and port of origin: Split, Croatia
6. Ship's insurance data:

ARTICLE 2

The Owner of the ship transfers the Ship from Article 1 of this Contract to the Service Provider. _____
The Ship is being transferred with an inventory list, registered, with a concession approval, in good condition, with fuel and water tanks full and completely equipped for charter according to the standards of the fleet of FORTUNAL d.o.o. _____

For the whole duration of this Contract, the Ship's port of departure is ACI MARINA SPLIT, Split, Uvala Baluni 8. _____

The Service Provider may for business reasons change the port of departure with the obligation of informing of it in writing to the Owner. _____

The Service Provider is obliged to provide the following services for the duration of the Contract:

1. sale of staying and accommodation services on board the Ship, _____
2. guest registration with competent bodies and authorities, _____
3. check-in, check-out service, _____
4. repair and removal of small defects (up to the amount equivalent to EUR 300.00 without previous approval by the Owner). Thus incurred expenses will be invoiced by the Service Owner at the end of the month in which they were incurred. _____
5. Ship cleaning, _____
6. underwater hull inspection during each transfer. Thus incurred expenses will be invoiced by the Owner at the end of the month in which they were incurred. _____
7. laundering linen, _____
8. filling gas bottles. Thus incurred expenses will be invoiced by the Service Provider to the Owner at the end of the month in which they were incurred. _____

The Service Provider accepts to also perform other work on the Ship that is not specified in the previous paragraph of this Article according to a special offer (accepted in advance). On all invoices issued by the Service Provider to the Owner, the Owner is obliged to pay to the Service Provider an additional 10% for manipulation costs plus the VAT amount. _____

The sailing season is the time from the first day of using the ship before the sailing season (but not earlier than 2 July in a calendar year) until the last day of sailing in a calendar year (but not after 1 November in a calendar year), except if the Service Provider and the Owner agree otherwise. _____

FORTUNAL d.o.o., with headquarters in Zagreb, Sinkovljeva 4, OIB:00131410071, GIRO ACCOUNT. 2340009-1110075161, represented by the Director Mr. Igor Grgičević (hereinafter: the Service Provider)

And

MORI SAILING COMPANY d.o.o, Antuna Branka Šimića 12, Split, Croatia OIB: 05774307626, represented by the Director Mr. Alexandre Mori ((hereinafter: Vessel Owner)

_____ in Split conclude the following

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II. PRICE

ARTICLE 3

The Owner states that he agrees with the Price List of the Service Provider for the Season 2018 and that he entirely accepts it.

The Price List is attached to this Contract and comprises its integral part.

The Service Provider retains the right to change the Price List according to the market conditions.

All changes to the Price List will be submitted to the Owner in writing by mail.

The Service Provider guarantees to the owner that at least 15 weeks will be sold in the season 2018.

ARTICLE 4

Regarding the price for providing services specified in Article 2 of this Contract, the Owner accepts that 35% (thirty five percent) of the price belong to the Service Provider while 65% (sixty five percent) belong to the Non-Independent Proprietor of the Ship/Owner.

The Official List of Ship's use is kept by the Service Provider for the whole duration of this Contract.

The Service Provider collects payment for the service from the end user staying and accommodated on the Ship.

The Owner, based on the notification of the Service Provider on the Ship's use, invoices to the Service Provider the commensurate part of the stay and accommodation price at the latest by the fifth of the month for the previous month.

The Service Provider is obliged to submit to the Owner the Ship's occupancy upon each of his requests, and the Owner may see the occupancy on the web site www.fortunal-charter.com.

The accounting unit for payment is the buying exchange rate for the currency published in the exchange rate of PRIVREDNA BANKA ZAGREB d.d. on the day on which the payment for the Ship was made in its entirety.

ARTICLE 7

For the duration of the Contract, the mooring harbour will be ACI MARINA SPLIT.

The berth cost in ACI MARINA SPLIT is borne entirely by the Owner.

ARTICLE 8

Any possible damage caused when using the Ship will be covered first from the deposit of the client and the rest is borne entirely by the Owner or the owner's insurance policy

ARTICLE 9

This Contract expires on 31 December 2018 (thirty first December two thousand and eighteen).

ARTICLE 13

This Contract is drafted in four identical copies, of which each party is given two copies.

FORTUNAL d.o.o.

FORTUNAL d.o.o.

ZAGREB, Sinkovičeva 4

Director

MORI SAILING COMPANY d.o.o.

MORI SAILING COMPANY d.o.o.

Director

Split, A.B. Šimića 12

MORI SAILING COMPANY d.o.o.

A.B.ŠIMIĆA 12, 21 000 Split, OIB: 05774307626

Poslovna banka: Splitska banka d.d., IBAN: HR8523300031188499015

FORTUNAL d.o.o.

Sinkovićeve 4, Zagreb

OIB: 00131410071

OBRAČUN KAMATA za razdoblje do 22.11.2018.

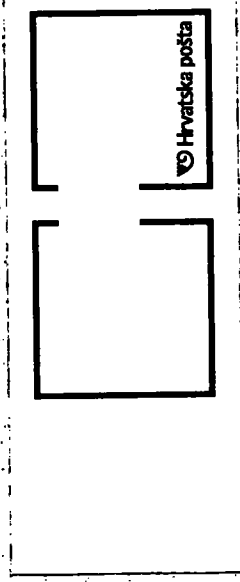
RB	Broj računa	Datum računa	Iznos	Datum dospijeća	Datum obračuna	Broj dana	Kamatna st.	Koeficijent	Iznos kamate
1	01/01/01	28.07.2018	55.792,37 kn	12.08.2018	22.11.2018	102	8,82	0,024648	1.375,15 kn
2	02/01/01	31.08.2018	35.574,35 kn	10.09.2018	22.11.2018	73	8,82	0,01764	627,53 kn
3	03/01/01	30.09.2018	39.080,73 kn	10.10.2018	22.11.2018	43	8,82	0,010391	406,08 kn
4	04/01/01	31.10.2018	1.242,53 kn	06.11.2018	22.11.2018	16	8,82	0,003866	4,80 kn
UKUPNO									2.413,56 kn

Potpis odgovorne osobe

MORI SAILING COMPANY
d.o.o.
Split, A.B. Šimića 12

elj
INC COMPANY D.O.O.
119 12
SP47

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