

Stečajna masa iza BORG RAZVOJI d.o.o. u stečaju, OIB: 59580477659, Zdenački zavoј 14, Zagreb, zastupana po stečajnom upravitelju Renato Sabljic, OIB:74644810692 Zdenački zavoј 14, Zagreb (u daljnjem tekstu: Prodavatelj)

Matthew Borg, Malta, Villa Zmeralda 602, Madliena Village, Fortizza rd. Madliena SWQ 1600, OIB: 71217915972, državljаниna Malte (u daljnjem tekstu: Kupac)

zaključili su u Zagrebu danom ovjere potpisa Prodavatelja

UGOVOR O KUPOPRODAJI NEKRETNINA

Članak 1.

Prodavatelj prodaje, a Kupac kupuje slijedeće nekretnine:

1. Nekretnina upisana u zemljišne knjige Općinskog suda u Splitu, Zemljišnoknjižni odjel Supetar i to:

- 7. Suvlasnički dio -
5/104 suvlasnička dijela
kat.čest. 1984/3, površine
čestice 2080 m2,
oznake zemljišta Š.,
upisan u zk. ul. br. 1028
K.O. Sumartin,

2. Nekretnina upisana u zemljišne knjige Općinskog suda u Splitu, Zemljišnoknjižni odjel Split i to:

- 2. Suvlasnički dio -
23/100 suvlasnička dijela kat.čest.
2625/120, oznake
zemljišta šuma,
upisane u zk. ul. br. 2045 k.o.
Grohote

The Bankruptcy estate behind **BORG RAZVOJI d.o.o. u stečaju (in bankruptcy)**, OIB: 59580477659, **Zdenački zavoј 14, Zagreb**, represented by the insolvency practitioner Renato Sabljic, OIB (tax number): 74644810692 Zdenački zavoј 14, Zagreb (hereinafter: the Seller)

and
Matthew Borg, Malta, Villa Zmeralda 602, Madliena Village, Fortizza rd. Madliena SWQ 1600, OIB: 71217915972, the citizen of Malta (hereinafter: the Purchaser)

concluded in Zagreb on the day of notarization of signature of the Seller

CONTRACT ON THE SALE OF REAL ESTATE

Article 1

The Seller hereby sells, and the Purchaser purchases the following real estate:

1. Property entered into the land register of the Municipal court in Split, Land registry department Supetar as follows:
 - 7. co-ownership part- 5/104 of the co-owned part of the cadastral plot 1984/3, of the area of 2080 m2, designated as Š., entered into the land registry folio no.1028 cadastral municipality Sumartin,
2. Property entered into the land register of the Municipal court in Split, land registry department Split, namely:
 - 2. co-ownership part- 23/100 of the co-owned part of the cadastral plot 2625/120, designated as forest, entered into the land registry folio no.2045, cadastral municipality Grohote
3. Properties entered into the land register of the Municipal court in Split, land registry department Stari Grad, namely:

M.B.
A.P.

3. Nekretnine upisane u zemljišne knjige Općinskog suda u Splitu, Zemljišnoknjižni odjel Stari Grad i to:

- 5. Suvlasnički dio - 44/291 suvlasnička dijela kat.čest. 822/1, površine čestice 1323 m2, oznake zemljišta Vinograd, upisan u zk. ul. br. 2381 k.o. Hvar

- 4. Suvlasnički dio - 1/3 suvlasnička dijela kat.čest. 595 ZGR, površine čestice 23 m2, oznake zemljišta Kuća u polju, upisan u zk. ul. br. 2382 k.o. Hvar

- 4. Suvlasnički dio - 1/3 suvlasnička dijela kat.čest 596/1 ZGR, površine čestice 25 m2, oznake zemljišta Kuća u polju, upisan u zk. ul. br. 2382 k.o. Hvar

- 5. Suvlasnički dio - 44/291 suvlasnička dijela kat.čest. 822/7, površine čestice 35 m2, oznake zemljišta Voćnjak, upisane u zk. ul. br. 2670 k.o. Hvar.

Članak 2.

Predmetne nekretnine predstavljaju stečajnu masu iza dužnika BORG RAZVOJI d.o.o. u stečaju, OIB: 38632964484, Split, Put Firula bb, Bobanovi dvori, nad kojim je dana 26. travnja 2016. godine rješenjem Trgovačkog suda u Splitu broj St-1140/2015 otvoren i zaključen skraćeni stečajni postupak, a Rješenjem Trgovačkog suda u Splitu, broj St-703/2022 od dana 29. prosinca 2022. godine nastavlja se stečajni postupak nad stečajnim dužnikom BORG RAZVOJI d.o.o. u stečaju, OIB: 38632964484, Split, Put

- 5. co-ownership part- 44/291 of the co-owned part of the cadastral plot 822/1, of the area of 1323 m2, designated as Vineyard, entered into the land registry folio no.2381 cadastral municipality Hvar.
- 4. co-ownership part- 1/3 of the co-owned part of the cadastral plot 595 Building, of the surface of 23m2, designated as House in the field, entered into the land registry folio no. 2382 cadastral municipality Hvar
- 4. co-ownership part- 1/3 of the co-owned part of the cadastral plot 596/1 Building, of the surface of 25m2, designated as House in the field, entered into the land registry folio no. 2382 cadastral municipality Hvar
- 5. co-ownership part- 44/291 co-owned parts of the cadastral plot 822/7, of the area of 35m2, designated as Orchard, entered into the land registry folio no. 2670 cadastral municipality Hvar.

Article 2

The subject real estate represents the bankruptcy estate behind the debtor BORG RAZVOJI d.o.o. u stečaju (in bankruptcy), OIB (tax number): 38632964484, Split, Put Firula bb, Bobanovi dvori, over which on 26 April 2016 following the resolution of the Commercial court in Split number St-1140/2015, the abbreviated insolvency proceedings were initiated and concluded, and according to the Decision of the Commercial court in Split, number St-703/2022 of 29 December 2022, the insolvency proceedings against the debtor BORG RAZVOJI d.o.o. u stečaju (in bankruptcy), OIB: 38632964484, Split, Put Firula bb, Bobanovi dvori, is continued for the purpose of subsequent distribution of the proceeds. Following the decision of the Commercial court in Split, number Tt-22/10424-2 of 9 January 2023, the

M.B.
A.P.

Firula bb, Bobanovi dvori, radi naknadne diobe stečajne mase. Rješenjem Trgovačkog suda u Splitu, broj Tt-22/10424-2 od 9. siječnja 2023. godine u sudski registar upisuje se stečajna masa iza brisanog subjekta pod tvrtkom Stečajna masa iza BORG RAZVOJI d.o.o. za kupnju i prodaju nekretnina u stečaju, s matičnim brojem (MBS): 060458660, i osobnim identifikacijskim brojem OIB: 59580477659, Zagreb, Zdenački zavoj 14

Članak 3

Ugovorne strane suglasno utvrđuju da kupoprodajna cijena za nekretnine iz članka 1. ovog Ugovora iznosi 221.285,85 eura (slovima: dvijestotineidvadesetijednutisućudvijestotineiosamdesetipeteuraiošamdesetipetcenti)

Ugovorne strane suglasno utvrđuju da je Kupac prije sklapanja ovog Ugovora platio i u cijelosti namirio tražbinu vjerovnika II. višeg isplatnog reda Republike Hrvatske, Ministarstvo financija u iznosu od 209,86 eura, kao i troškove stečajnog postupka u iznosu od 17.488,90 eura.

Članak 4.

Kupac je kupoprodajnu cijenu u iznosu od 221.285,85 eura platio na način da je svoje dugovanje po osnovi kupoprodajne cijene stavio u prijeboj sa svojom tražbinom prema Prodavatelju u navedenom iznosu, a koja tražbina je u stečajnom postupku utvrđena kao tražbina drugog višeg isplatnog reda sukladno Rješenju Trgovačkog suda u Splitu poslovni broj St-703/2022-17 od 8. ožujka 2023. i Rješenju Trgovačkog suda u Splitu poslovni broj 11.St-703/2022-20 8. ožujka 2023. godine.

Članak 5.

Ugovorne strane suglasno utvrđuju da je prijebojem iz članka 4. stavka 2. ovog Ugovora kupoprodajna cijena uplaćena u cijelosti.

bankruptcy estate behind the dissolved entity is entered into the court register under the company Stečajna masa iza BORG RAZVOJI d.o.o. (Bankruptcy estate behind BORG RAZVOJI d.o.o.) for the purchase and sale of real estate in bankruptcy, company registration number (CRN/MBS): 060458660, and personal identification number OIB (tax number): 59580477659, Zagreb, Zdenački zavoj 14

Article 3

The contracting parties hereby mutually confirm that the purchase price of the real estate from the Article 1 hereof amounts to EUR 221,285.85 (in words: two hundred and twenty one thousand two hundred and eighty five euros and eighty five cents).

The contracting parties hereby mutually confirm that the Purchaser paid before the conclusion of this contract and settled in its entirety the claim of the creditor of the 2 higher order of payment of the Republic of Croatia, Ministry of Finance, in the amount of EUR 209,86, including the expenses of the insolvency proceedings in the amount of EUR 17,488.90.

Article 4

The Purchaser paid the purchase price in the amount of EUR 221,285.85, in the manner that he offset his debt based on the purchase price with his claim against the Seller in the specified amount, which claim was determined in the insolvency proceedings such as a claim of the second higher order of payment in accordance with the Decision of the Commercial court in Split, business number St-703/2022-17 of 8 March 2023 and Decision of the Commercial court in Split business number 11.St-703/2022-20 of 8 March 2023.

Article 5

The Contracting parties mutually confirm that the purchase price was paid in its entirety by the set-off from the Article 4 paragraph 2 hereof,

Article 6

M.B.

A.P.

Članak 6.

Prodavatelj dozvoljava da se Kupac temeljem ovog Ugovora i bez potrebe njegovog daljnjeg sudjelovanja ili suglasnosti u zemljišnim i drugim javnim knjigama uknjiži kao vlasnik i posjednik predmetnih nekretnina za cijelo, uz istovremeno brisanje prava vlasništva Prodavatelja.

Članak 7.

Prodavatelj uvodi Kupca u posjed predmetnih nekretnina s danom isplate cjelokupnog iznosa gore utvrđene kupoprodajne cijene slobodnu od stvari i osoba.

Članak 8.

Troškove javnobilježničke ovjere ovog Ugovora snosi Kupac.
Porez na promet nekretnina plaća Kupac.

Članak 9.

Stranke su suglasne da će sva sporna pitanja proizašla iz izvršenja odredbi ovog Ugovora nastojati riješiti sporazumno, a u slučaju nemogućnosti sporazuma ugovaraju nadležnost stvarno nadležnog suda u Zagrebu.

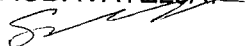
Članak 10.

Ovaj ugovor sačinjen je u jednom izvorniku i jednom primjerku za potrebe javnog bilježnika, a stupa na snagu danom potpisivanja.

Članak 11.

Ugovorne strane suglasne su s odredbama ovog ugovora, te ga u znak prihvata i očitovanja svoje volje vlastoručno potpisuju.

ZA PRODAVATELJA:



Renato Sabljic, stečajni upravitelj

Stečajna masa iz
BORO RAZVOJI d.o.o. u stečaju
OIB: 69580477659
Ždenački zavoj 14, Zagreb

The Seller hereby agrees that the Purchaser, on the basis of this contract and without the need for his further participation or consent, to be registered in the land register and other public records as the owner and possessor of the property in question for the whole, while at the same time erasing the ownership rights of the Seller.

Article 7

The Seller brings the Purchaser into possession of the subject real estate on the date of payment of the entire amount of the abovementioned purchase price free of property and persons.

Article 8

The notarial expenses for the certification of this Contract shall be borne by the Purchaser. The real estate transfer tax is paid by the Purchaser.

Article 9

The Parties hereby mutually agree that all disputable issues arising from the enforcement of the provisions hereof will be resolved amicably, and in the event of impossibility of agreement, the jurisdiction of the competent court in Zagreb is agreed.

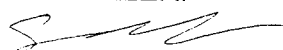
Article 10

This contract has been drafted in one original copy and one copy for the needs of the notary public and it enters into force on the day of the signing thereof.

Article 11

The contracting parties hereby agree with the provisions hereof and as a sign of acceptance and expression of their true will they duly sign it.

FOR THE SELLER:



Renato Sabljic, the insolvency practitioner

PURCHASER:

Stečajna masa iz
BORO RAZVOJI d.o.o. u stečaju
OIB: 69580477659
Ždenački zavoj 14, Zagreb

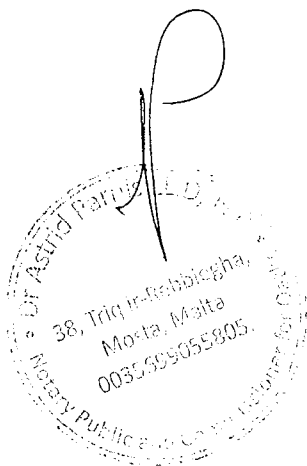
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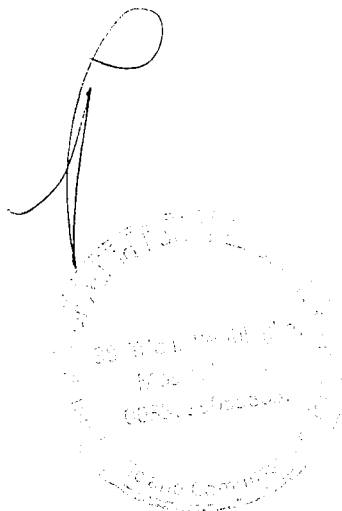
KUPAC:

Matthew Borg

Matthew Borg



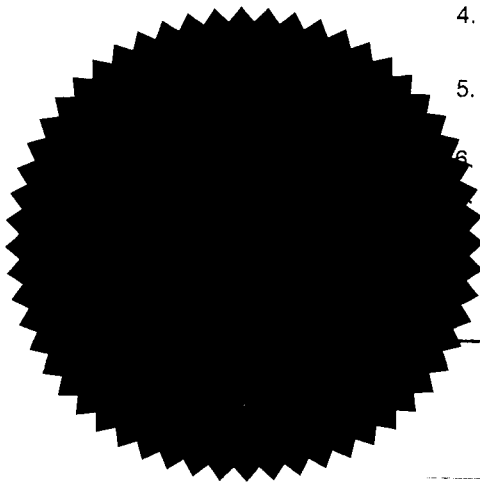
Sworn & signed
in my presence on the
22nd January 2025
at 60, Melita Street
Valletta



Sworn & signed
in my presence on the
22nd January 2025
at 60, Melita Street
Valletta

Apostille Certificate
Convention de La Haye du 5 octobre 1961

1. Country: **Malta**
This public document
2. has been signed by: **Astrid Parnis**
3. acting in the capacity of: **Notary Public and Commissioner for Oaths**
4. bears the seal / stamp of: **Same**
Certified
5. at **Office of the Deputy Prime Minister and Ministry for Foreign Affairs and Tourism, Valletta**
6. the **22 JAN 2025**
7. by **Karen Montebello - Legalisation Officer**
8. No: **576837**
9. Seal / Stamp
10. Signature



According to the rules enshrined in The Hague Convention, the Apostille / Legalisation only certifies the authenticity of the signature and the capacity of the person who has signed the public document and where appropriate, the authenticity of the seal or stamp it bears and not the content of the document.

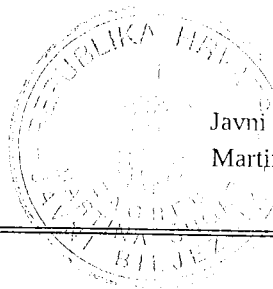
Ja, javni bilježnik **Martina Šugar**, Zagreb, Avenija Dubrava 41/1,
potvrđujem da je stranka:

RENATO SABLJIĆ, OIB 74644810692, ZAGREB, GRAD ZAGREB, SJEVERNA ULICA 14 C
kao stečajni upravitelj **Stečajna masa iza BORG RAZVOJI d.o.o. u stečaju**, MBS 060458660,
OIB 59580477659, Zagreb, **ZDENAČKI ZAVOJ 14**, u mojoj nazočnosti priznala potpis na
pismenu kao svoj. Potpis na pismenu je istinit. Istovjetnost podnositelja pismena utvrdila sam
temeljem osobne iskaznice br. 119073046 PU Zagrebačka, ovlaštenje za zastupanje utvrđeno je
uvidom u sudski registar elektroničkim putem na današnji dan.

Javnobilježnička pristojba za ovjeru po tar. br. 11. st. 4. ZJP naplaćena u iznosu 1,33 eur.

Javnobilježnička nagrada po čl. 19. st. 1. PPJT zaračunata u iznosu od 6,00 eur uvećana za PDV u
iznosu od 1,50 eur.

Broj: OV-488/2025
Zagreb, 20.02.2025.



Javni bilježnik
Martina Šugar

