

Opatija, 27/2/2020

PAROLA j.d.o.o. za ugostiteljstvo i trgovinu

Vijenac Ivana Meštrovića 21

31000 Osijek

PREDMET / SUBJECT: Otkaz Ugovora o zakupu poslovnog prostora broj 1427 /  
Termination of the Agreement on lease of business premises  
number 1427

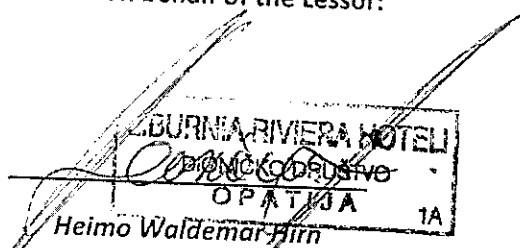
<p>LIBURNIA RIVIERA HOTELI Dioničko društvo, sa sjedištem u Opatiji, Ulica Maršala Tita 198, OIB: 15573308024, upisano u sudski registar Trgovačkog suda u Rijeci pod registarskim brojem (MBS): 040008080 (dalje u tekstu: „Zakupodavac“), koje zastupa predsjednik uprave Heimo Waldemar Hirn, OIB: 27933989794,</p> <p>ovim putem, sukladno odredbi članka 15. Ugovora o zakupu poslovnog prostora broj 1427 zaključenog dana 31. siječnja 2018. (dalje u tekstu: „Ugovor o zakupu“),</p> <p>jednostrano otkazuje predmetni Ugovor o zakupu zakupniku PAROLA j.d.o.o. za ugostiteljstvo i trgovinu, sa sjedištem u Osijeku, Vijenac Ivana Meštrovića 21, OIB: 66462193417, upisano u sudski registar Trgovačkog suda u Osijeku pod registarskim brojem (MBS): 030189304 (dalje u tekstu: „Zakupnik“), temeljem kojeg Ugovora o zakupu je bio dan u zakup poslovni prostor restorana Zelengaj na adresi Maršala Tita 95, Opatija, površine 609 m2 zatvorenog prostora i 290 m2 otvorenog prostora – terase, oznaka prostora Ze-R (dalje u tekstu: „Prostor“) uz otkazni rok od 30 dana.</p>	<p>LIBURNIA RIVIERA HOTELS Joint stock company, with registered seat in Opatija, Ulica Maršala Tita 198, OIB: 15573308024, registered within the court registry of the Commercial court in Rijeka under registry number (MBS): 040008080 (hereinafter: the “Lessor”) represented by the chairman of the management board Heimo Waldemar Hirn, OIB: 27933989794,</p> <p>hereby, in accordance with the provision of article 15 of the Agreement on lease of business premises number 1427 executed on 31 January 2018 (hereinafter jointly: the “Lease Agreement”)</p> <p>unilaterally terminates the respective Lease Agreement to the lessee PAROLA j.d.o.o. za ugostiteljstvo i trgovinu, with registered seat in Osijek, Vijenac Ivana Meštrovića 21, OIB: 66462193417, registered within the court registry of the Commercial court in Osijek under registry number (MBS): 030189304 (hereinafter: the “Lessee“), based on which Lease Agreement the business premises that consist of a restaurant on the address Maršala Tita 95, Opatija, surface of 609 square meters of unopened premises and 290 square meters of opened premises – terrace marked Ze-R</p>
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<p>Zakupodavac ovime otkazuje predmetni Ugovor o zakupu s obzirom na namjeravanu temeljitu rekonstrukciju hotela Kvarner i integracijom predmetnog Prostora u cjelinu s hotelom Kvarner. S obzirom na navedeno, sukladno odredbi članka 15. Ugovora o zakupu, otkazni rok iznosit će 30 dana, a početi će teći prvog sljedećeg dana nakon što Zakupnik zaprimi ovaj otkaz Ugovora o zakupu.</p> <p>Slijedom navedenog, sukladno odredbi članka 17. Ugovora o zakupu, Zakupodavac poziva Zakupnika da mu bez odgode preda posjed predmetnog Prostora neposredno po proteku otkaznog roka odnosno prvog sljedećeg dana nakon isteka otkaznog roka. Prilikom predmetne primopredaje Prostora, Ugovorne strane će sastaviti i odgovarajući primopredajni zapisnik te očitati stanje svih brojila.</p> <p>Sukladno odredbama članka 6. i članka 7. Ugovora o zakupu, pod uvjetom da Zakupodavac neće imati nikakvih (novčanih) potraživanja prema Zakupniku, Zakupodavac će Zakupniku vratiti prethodno dana sredstva osiguranja te novčani polog u roku od 15 dana od dana uredne primopredaje Prostora.</p> <p>Ovime Vam upućujemo zahtjev da predmetni Prostor i imovinu Zakupodavca održavate kao savjestan gospodarstvenik za cijelo vrijeme trajanja zakupa te da nam se obratite za bilo koja raspolaganja i/ili korištenja Prostorom i zakupom radi daljnjeg dogovora prije isteka Zakupa.</p>	<p>(hereinafter together as: the "Premises") with notice period of 30 days.</p> <p>The Lessor hereby terminates the respective Lease Agreement due to the intended thorough reconstruction of the hotel Kvarner with the intended integration of the Premises in a business unit with the hotel Kvarner. With respect to the aforementioned, and in accordance with the provision of article 15 of the Lease Agreement, the notice period shall be 30 days and the notice period shall commence on the first following day after the Lessee receives this termination of the Lease Agreement.</p> <p>With respect to the aforementioned, and in accordance with the provision of article 17 of the Lease Agreement, the Lessor invites the Lessee to handover the Premises immediately after the expiration of the notice period, i.e. on the first day after the expiration of notice period. At the handover of the Premises, the parties shall prepare the handover minutes and read all the meters.</p> <p>In accordance with the provision of article 6 and article 7 of the Lease Agreement, provided the Lessor shall not have any (monetary) claims towards the Lessee, the Lessor shall return to the Lessee the previously issued collaterals and the money deposit within 15 days since the orderly handover of the Premises.</p> <p>We hereby request that you attend to the Premises and all the assets of the Lessor with due care of a contentious entrepreneur for the entire duration of the lease and to notify us on any dispositions and/or uses of the Premises and the leased assets to reach a joint agreement how to proceed before the lease expires.</p>
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<p>Ovaj jednostrani otkaz Ugovora o zakupu je pripremljen na hrvatskom i engleskom jeziku. U slučaju bilo kakvih nesukladnosti, hrvatska verzija će biti mjerodavna.</p> <p>Stojimo na raspolaganju za sve eventualne upite i daljnju koordinaciju u svezi primopredaje Prostora.</p> <p>Srdačan pozdrav,</p>	<p>This unilateral termination of the Lease Agreement has been drafted in Croatian and English. In case of any discrepancies, the Croatian version shall prevail.</p> <p>Should you have any inquiries or need any coordination regarding the handover of the Premises, don't hesitate to contact us.</p> <p>Kind regards,</p>
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Za i u ime Zakupodavca /

For and on behalf of the Lessor:

  
 BURNIA RIVERA HOTEL  
 PIONČKO DRUŠTVO  
 OPATIJA 1A

Heimo Waldemar Hirn  
 predsjednik uprave / chairman of the management board