



**BELGRADE LAND
DEVELOPMENT PUBLIC AGENCY**

Sites Analysis, Marketing and IT Department

Number:

Date:

Based on the Planning and Construction Law ("Official Gazette of the Republic of Serbia", No. 72/09, 81/09 - correction, 64/10 – Constitutional Court Decision, 24/11, 121/12, 42/13 – Constitutional Court Decision, 50/13 – Constitutional Court Decision, 98/13 – Constitutional Court Decision, 132/14, 145/14, 83/18, 31/19, 37/19 – state law and 9/20), the Decision on the Building Land ("Official Gazette of the City of Belgrade", No. 20/15, 126/16, 2/17, 43/17, 118/18 and 26/19) and the City of Belgrade Mayor's Resolution No. 463-1833/20-G dated 4 March 2020, Belgrade Land Development Public Agency announces the:

**INITIATIVE FOR
ALLIENATION OF THE CO-OWNERSHIP SHARES IN THE BUILDING LAND
OWNED BY THE CITY OF BELGRADE BY AN INVITATION TO COMPETITIVE
BIDDING**

1. Building Land Data

Subject to alienation is the co-ownership shares of the building land in Block 58 Municipality of New Belgrade in two separate land plots, as follows:

- A co-ownership share in LOT1 corresponding to the cadastral plot no. 5298/9 in CM of New Belgrade, with total surface area of 4.693m², with registration of the land title share 4621/4693 (4.621m²) to the City of Belgrade, and 72/4693 (72m²) share to "LOLA REAL ESTATE" ltd. #8 Nikole Tesle Street, Belgrade – Zemun, filed in the Land Registry Sheet No. 4787 CM of New Belgrade, and
- Co-ownership share in LOT2 corresponding to the cadastral plot 5298/12 in CM of New Belgrade, with total surface area of 5.006m², with registration of the land title share 4755/5006 (4.755m²) to the City of Belgrade, and 251/5006 (251m²) share to "LOLA REAL ESTATE" ltd. 8 Nikole Tesle Street, Belgrade – Zemun, filed in the Land Registry Sheet No. 4790 CM of New Belgrade.

Site position is shown in the graph below:



2. Purpose of the Facility

For subject LOTs, the Secretariat for Urban Planning and Construction of the City of Belgrade has issued the Site Informations, as follows: for LOT1, corresponding to the cadastral plot 5298/9, the Site Information IX-13 No. 350.1-882/2019 dated 27 February 2019, and for LOT2, corresponding to the cadastral plot 5298/12, the Site Information IX-13 No. 350.1-880/19 dated 22 February 2019, stating that:

According to the General Regulation Plan for construction of the district heating system facilities and lines in Belgrade (Phase I, Stage II), TO "Novi Beograd" City Municipality of New Belgrade ("Official Gazette of the City of Belgrade" No. 93/17), the referred land plots are located in the areas designated for mixed urban centres implying a combination of commercial and residential land use in the following ratio: residential : commercial 0-80% : 20%-100%. Commercial space shall be provided on the ground floor.

Dominant land use in the mixed city centre areas is commercial. Compatible land use is as follows: housing, traffic areas, areas for infrastructure facilities and complexes, public utility areas, public green areas, areas for public service facilities and complexes, sports facilities and complexes and other green areas. Construction of a multi-storey collective garage only is also allowed on the LOT.

Urban planning parameters are as follows:

- Building cornice height shall not exceed 32m, and maximum building ridge height shall not exceed 37m;
- Max. Building Coverage Ratio (BCR) = 70%;

- Parking shall be resolved by constructing a garage or an open car park within the LOT. Maximum underground garage coverage shall be 85% of the total land plot area;
- Open green areas shall at least cover 30% of the LOT, at least 15% of which shall be in direct contact with the ground.

3. Degree of Infrastructural Development:

- Belgrade Land Development Public Agency is responsible for development of the public building land in accordance with the Regulation Plan and the Building Land Development Program.
- Belgrade Waterworks and Sewerage Public Utility Company's requirements for connection of the facilities to the existing water supply and sewerage systems shall be provided.
- EPS Distribucija and Telekom Srbija a.d. Belgrade requirements shall be provided for building connection to the existing power supply and telecommunication systems.

4. **Person who the co-ownership share in the building land is alienated to** shall, at his/her expenses, perform and execute all preparatory works related to infrastructural development and equipping of the LOT such as: land survey and remedy, removal of all existing underground utilities, construction of running surfaces, pedestrian paths and parking areas, construction of required service roads including water supply and sewerage connections to the general public water supply and sewerage system outside the LOT, as well as development of open areas including landscaping, hydrant networks and public lighting on the LOT, and construction of the approach road to Batajnica Road.

A person whom the co-ownership share in the building land is alienated to shall enter into agreements with public utility authorities and pay fees for connection to the electric power supply system, telecommunication system and facilities, cable television, heating and gas supply systems and facilities, etc.

5. **Start price** for alienation of the co-ownership shares in the building land in LOT1 and LOT 2 was determined based on the land market price assessed by the Tax Administration of the City of Belgrade, Report XXVI-01 No. 464-137/2019 dated 24 June 2019 and amounts to RSD 88.434,00 per m² of the land, which as per each LOT amounts to:

LOT	Cadastral Plot CM New Belgrade	Surface Area of the co- ownership share of the LOT (m ²)	Land Market Price dated 24 June 2019 (RSD/m ²)	Start Price as per co- ownership share as per LOT (RSD)
LOT 1	5298/9	4.621	88.434,00	408.653.514,00

LOT 2	5298/12	4.755	88.434,00	420.503.670,00
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Public building land shall be alienated to a Bidder offering the highest price, which shall be equal to or higher than the start price set forth in the Invitation to Competitive Bidding, and which cannot be further reduced.

The other co-owner referred to in paragraph 1 of this Initiative is entitled to pre-emption at the price determined in the competitive bidding.

If co-owner waives his/her right to pre-emption, the contract will be entered into with the most favourable Tenderer within 15 (fifteen) days as of the date of the Building Land Alienation Decision by the Mayor.

6. Payment Deadline and Consequences in Case of Failure to Pay

When the building land is alienated (sold) in the public procurement procedure for the first time and the payment is made in full within 15 days as of the date of Building Land Alienation Decision submission to the most successful Bidder, in this case the bided amount is reduced by 30%.

In cases when building land price exceeds RSD1.200.000,00, it can be paid either in full or in no more than 12 monthly instalments.

The most successful Bidder is obliged to declare on the method of payment by signing a Statement by which he/she at the same time accepts the terms and conditions specified in the Invitation to Competitive Bidding for alienation of the public building land owned by the City of Belgrade, and commits to pay the maximum bid amount.

If payment is to be made in full, the person who the building land is alienated to shall pay the bid amount within 15 days as of the date of receipt of the Building Land Alienation Decision.

If payment is to be made in instalments, the person who the building land is alienated to shall pay 10% of the bid amount within 15 days as of the date of receipt of the Building Land Alienation Decision, while the outstanding amount shall be paid in equal monthly instalments, upon conclusion of the Land Alienation Contract.

When payment is to be made in instalments, the buyer shall, within 30 days as of the date of the Contract, provide an irrevocable Bank Guarantee for the outstanding amount, payable at first demand and with no entitlement to rise any objection whatsoever, which shall be valid for more than three months as of the date of payment of the final instalment, or the buyer shall, in favour of the City of Belgrade, mortgage another property worth at least 30% more than the total amount of outstanding instalments.

Price shall be calculated in EURs on the date of Contract at the middle RSD exchange rate of the National Bank of Serbia, with obligation of repayment of instalments in RSD equivalent at the middle RSD exchange rate of the National Bank of Serbia at the date of payment.

In case of payment in instalments, the deposit paid in the course of Competitive Bidding is not considered as the first instalment.

In case the Bidder who the building land has been alienated to in accordance with the above Land Alienation Decision fails to pay the amount within the period set forth therein, the Mayor, upon Beoland's proposal, may decide to abrogate the Building Land Alienation Decision, and the person shall not be entitled to a refund of the deposit. In case of Bank Guarantee submission, it will be forfeited.

7. Deadline for Entering into a Land Alienation Contract and Consequences in Case of Failure to Do So

A person whom the building land is alienated to shall enter into a Land Alienation Contract within 30 days as of the date of receipt of the Building Land Alienation Decision, and upon payment of the total amount in case of full payment or payment of 10% of the total amount when payment is made in instalments.

In case the person who the building land has been alienated to fails to enter into a Land Alienation Contract within 30 days as of the date of receipt of the Building Land Alienation Decision, and upon payment of the total amount in case of full payment, or payment of 10% of the total amount if making payment in instalments, the Mayor may decide to abrogate the Building Land Alienation Decision, in which case the person shall be entitled to a refund of the total amount paid, in nominal value, but decreased by the deposit.

8. Time for Completion starts as of the date of Notice of Commencement of Works, in accordance with the Planning and Construction Law, Articles 140 and 148.

9. Deposit (deposit amount, time for payment and consequences in case of withdrawal or Land Alienation Decision abrogation)

To participate in the Competitive Bidding, the Bidder shall deposit **10%** of the start price or provide an irrevocable Bid Security for the deposit amount referred in favour of the Belgrade Land Development Agency as the Beneficiary without any "objections" and payable "at first demand" and valid for no more than 180 days as of the date of Bid submission.

The exact deposit amount as per each LOT is shown in the table below:

LOT	Cadastral Plots, all in CM of New Belgrade	Start Price for co-ownership share alienation as per LOT (RSD)	Deposit amount as per LOT (RSD)
LOT 1	5298/9	408.653.514,00	40.865.351,40
LOT 2	5298/12	420.503.670,00	42.050.367,00

The deposit mentioned above shall be paid to the Belgrade Land Development Public Agency's account No. 200-2867071601033-49, no later than by 14 April 2020.

The amount deposited to the account in the course of the Competitive Bidding represents a part of the total price and will be transferred to an appropriate bank account of the City of Belgrade upon issuance of the Land Alienation Decision.

Deposited amount or the Bank Guarantee submitted by unsuccessful Bidders are to be returned to them within no more than five (5) days as of the date of Building Land Commission's session.

The most successful Bidder shall be entitled to a refund of the deposit amount or return of the Bank Guarantee (if submitted) within 5 days as of the date of receiving the notice by the City of Belgrade Authorities that the co-owner entitled to the pre-emption had accepted the price bided in the competitive bidding.

Mayor decides on abrogation of the Land Alienation Decision, in case the Bidder who the land has been alienated to:

- fails to make payment within the deadline defined in the Land Alienation Decision;
- ceases the alienation once he/she paid the total price amount but prior to Land Alienation Contract signature;
- fails to enter into a Land Alienation Contract within 30 days as of the date of Land Alienation Decision receipt.

In all above-referred cases, no deposit repayment shall apply and submitted Bank Guarantee, if any, shall be forfeited and repaid to the Beneficiary.

10. Required Application Contents and the Documents to be Attached

Application to Competitive Bidding shall be submitted in a sealed envelope clearly and visibly marked with the name of the LOT it refers to. Bidder's full name and address shall be noted on the back of the envelope.

Application submitted by a *legal person* shall contain full name and headquarters address and the telephone number and shall be signed by the authorized representative. Application shall be attached with the excerpt from the Business Entities Register with the competent authority not older than 30 days, and a copy of the Tax Identification Number Certificate.

Application submitted by a *natural person (individual)* shall contain full name, address, telephone number and shall be signed. Application shall be attached with a copy of the ID card or a printed copy of the biometric ID card, and for foreigners a photocopy of the passport.

Application submitted by an *entrepreneur* shall contain business name, headquarters address, telephone number and shall be signed by the authorized representative. Application shall be attached with the excerpt from the competent

authority register not older than 30 days, and a copy of the Tax Identification Number Certificate.

In case the Applicant is to be represented by an authorised representative, the letter of authorisation must be issued for this special purpose and certified by a public notary.

Application shall also be attached with an evidence of deposit payment, i.e. a deposit guarantee, as well as the account number the deposit would possibly be repaid to.

Application shall be attached with the Bidder's Statement on accepting all terms and conditions defined in the Invitation to Competitive Bidding and on his awareness of co-owner's entitlement to pre-emption at the price set forth in the competitive bidding, and that he/she as the most successful Bidder will conclude the Co-ownership Share Alienation Contract if the Co-owner waives the pre-emption right.

Application cannot be made by the Chairmen of the Commission nor by any of its members.

11. Application Deadline

Applications shall be submitted by mail to the Belgrade Land Development Public Agency, 84 Njegoševa Street, 11111 Belgrade, PAC 126016, or directly to the Agency's ground floor reception desk.

Applications shall be submitted no later than until 14 April 2020 by 15.30.

Application and attached documents must be in Serbian language. In case the previously mentioned documentation is in a foreign language, it shall be attached with a certified translation into Serbian language and certified by the court interpreter.

12. Venue and Time of Competitive Bidding

Competitive Bidding will take place on 15 April 2020 in the premises of the Belgrade Land Development Public Agency, 84 Njegoševa Street, fourth-floor conference room, starting at 11.00 a.m.

The Competitive Bidding shall be attended by either the Applicant him/herself or his/her duly authorized representative.

13. Incomplete and Late Applications

The Application is considered incomplete unless it contains all attachments and documents as requested in the Invitation to Competitive Bidding, or unless the given information is in compliance with the terms and conditions specified therein.

The Application is considered timely if submitted by the date and time specified in the Invitation to Competitive Bidding.

The Commission shall identify the Bidders, the present Bidders and those who submitted the Power of Attorney for participation in the Competitive Bidding and which Applications are late or incomplete.

A Bidder whose Application is late or incomplete, or a representative of a Bidder whose Application isn't late or incomplete but whose Power of Attorney was not appropriately issued, shall not be entitled to participate in the Competitive Bidding, while late or incomplete Applications shall be rejected.

If the Bidder whose Application is not late or incomplete fails to attend the Competitive Bidding, he/she shall be deemed to have withdrawn from the Competitive Bidding.

This Invitation to Competitive Bidding is available at the Belgrade Land Development Public Agency website <http://www.beoland.com>

Further information related to this Invitation is available at the Belgrade Land Development Public Agency - Sites Analysis, Marketing and IT Department, tel. +381 (0)11 2041 302, every regular business day from 7.30 to 15.30.