

Apartment in Berlin-Moabit

RENTED FLAT IN MOABIT

The apartment for sale is located on the ground floor on the right side of the side wing. In addition to a bedroom there is also a kitchen and a bathroom.

The monthly community fee amounts to €148,-. The rent the tenant pays monthly amounts to €274,75. The contract exists since 01.09.2005.

Location:

The property is located in Moabit, not far from the Turmstraße that offers everything you need for your daily needs. The nearest underground stations are the Birkenstraße and Turmstraße, but also the S-Bahn station is relatively easy to reach.



Reference	BB1168A
Type	Apartment
City	Berlin
District	Moabit
Address	Oldenburger Straße
Size	33,00m ²
Status	
Price	64.000€
Price/m ₂	1.939,39€
Monthly rent	126,75€
Yearly rent	1.521,00
Yield	2,38%
Rooms	1
Created in	May 2014
Year of construction	1925
Value of energy needs	108.60 kWh/(m ² a)

Agency Fee
• 7,14 percent

Type
• Old building 1920-1945

Floor
• Ground floor

Type of Energie Pass
• Energy consumption certificate

Energy source
• District

Heating type
• District

Energy with warm water
• No

Position
• Side building

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GTCs

BRICKBeRLIN General Terms and Conditions (GTCs)

Area of Application - Contract Subject Matter

1. These general terms and conditions apply to the provision of real estate agent services, which are the subject of BRICKBeRLIN's general verification and brokering contract. With the conclusion of the contract our terms and conditions shall be deemed accepted.
2. Our GTCs apply both to consumers and to business owners, unless a differentiation is made in the relevant clause.
3. By signing the contract, the Customer bindingly declares desire to take part in the transaction.
4. The same applies to contracts that have been concluded at a distance (by letter, email, or fax, etc.).
5. The contract does not require any form; it will also come into force when our realtor services have been retained.

Commission and Payment

1. The existence of a rental and/or purchase agreement, which comes about via our brokerage services, justifies a claim for commission in favour of BRICKBeRLIN.
2. Insofar as no differing commission amount has been agreed upon (e.g. portfolio), the following rates shall apply:
2.1 Purchase Agreement:

The Customer will pay a commission of 7.14% (incl. VAT) of the contract's total economic value, including all related ancillary agreements, but at least € 4,000.00 (incl. VAT). This amount must be paid in advance and is to be regarded as a deposit, such that the Customer is not to offer the property to other interested parties. The commission claim will obtain as soon as a contract that we have verified or brokered has come into force and been notarized. The amount is payable immediately after coming into force, and is due and in favour of BRICKBeRLIN. The deposit will then be applied to toward the commission.

If the contract does not come into effect within three months from conclusion of the real estate agent services contract, for reasons that BRICKBeRLIN or the Seller is responsible for, BRICKBeRLIN will fully reimburse the Customer's deposit.

If the contract does not come into effect for reasons which the Customer is responsible for, any costs will be billed at a maximum amount of € 250 per week from the conclusion of the real estate agent services contract with BRICKBeRLIN. BRICKBeRLIN will also calculate a sum at a maximum amount of € 250/per week, as compensation for missed sales opportunities, on the grounds that at the conclusion of the verification and real estate services contract, the property was exclusively reserved to the Customer and was not offered to other interested parties. BRICKBeRLIN will deduct the amount from the Customer's deposit. The total amount of costs and damages may not exceed the amount of the entire deposit.

2.2 Rental Contract:

The owner will pay a commission of 2 basic net rents + VAT in the case of residential units. The amount is due and payable immediately in favour of BRICKBeRLIN upon conclusion of the contract.

The tenant will pay a commission of 2 basic net rents + VAT in the case of commercial units. The amount is due and payable immediately in favour of BRICKBeRLIN upon conclusion of the contract.

3. The Customer will promptly notify us upon conclusion of a contract, and send us a copy of the contract.
4. BRICKBeRLIN will not under any circumstances undertake a refund for any costs incurred by the Customer for the purpose of the brokered real estate property purchase, or conclusion of the lease contract, such as fees for professional services (such as notaries, lawyers, accountants, architects, etc.), travel or accommodation costs, time, etc.
5. The verified contract shall be deemed accepted via the brokerage of BRICKBeRLIN, provided the Customer does not inform us in writing within one week of his prior knowledge, along with the source.
6. If a verified or brokered agreement is rescinded or cancelled, our commission claim will not be affected.
7. The commission will also obtain in subsequent transactions that have been concluded within a temporal and economic context since the original contract. A follow-up business is assumed when an extension or modification of the concluded contract opportunity obtains.

Broker Liability

1. Our statements and information are based on the statements of our client or of a third party (business colleagues). BRICKBeRLIN does not guarantee that this information is accurate, in particular we are not liable for the developmental potential of the contract subject matter, the presence of all necessary construction law permits, current or future tenancies (including their maintenance), and for the return on the property as determined in the portfolio. This list is not exhaustive. It is up to the Customer to verify the property information and data for accuracy.
2. The translations of all our published documents have been prepared with great care. Nevertheless, we assume no liability for the correctness and completeness of the composition and content of those translations, nor for the direct or indirect consequences that may or may not proceed on the basis of those translations. In all cases the German document shall prevail.
3. BRICKBeRLIN does not provide tax or legal advice. The Customer should seek advice from tax consultants or lawyers regarding the tax or legal consequences of concluding real estate contracts.
4. In addition, we are only liable for intent or gross negligence.
5. BRICKBeRLIN reserves the right to work for both parties in return for payment.

Customer Obligations

1. The Customer undertakes to treat all information received from us as confidential. Should there be a disclosure to third parties, the Customer shall be liable for our commission in the event of the conclusion of a principal contract.

In the case of a contract coming into force, Customers have the following right of withdrawal:

Right of Withdrawal Conditions

in the case of contracts away from business premises and distance contracts, except contracts via financial services

Right of Withdrawal

You can withdraw your contract in writing (e.g. letter, fax, email) within 14 days without giving reasons. The withdrawal period is fourteen days from the date on which the contract was concluded. To exercise your right of withdrawal, you must inform us by means of a clear statement (e.g., a letter sent by post, fax, or email) of your decision to withdraw from this contract. You can use the attached withdrawal form template for this purpose, but this is not mandatory. Timely submission of the withdrawal notice before the end of the withdrawal period is sufficient for the purpose of observing the withdrawal time limit.

The withdrawal must be sent to the following address:

BRICKBeRLIN
Elena Noman
Pariser Platz 4a 1 O.G. 10117 Berlin
Fax no.: + 49 30 300 145 500
info@brickberlin.com

Consequences of Withdrawal

If you withdraw from this contract, we will refund any payments we have received from you, without delay and at the latest within 14 days from the date on which the notification has been received by us regarding your withdrawal from this contract. We will refund you using the same method of payment that you used for the initial transaction, unless otherwise expressly agreed; in no instance will you be charged fees for this refund. If you required that the services begin during the withdrawal period, you will have to pay us an appropriate amount, the portion of which corresponds to the services already provided up to the point of time you informed us of exercising the right of withdrawal with respect to this contract, in comparison to the full extent of services provided for in the contract.

Expiration of Right of Withdrawal/Consequences of Withdrawal

In an instance of the Remote Sales Act, the right of withdrawal will expire in advance if the agreement has been completely fulfilled by both parties upon your express wish, before you have exercised your right of withdrawal.

Service is to begin during the withdrawal period: yes ___ no ___ (please tick)

Place and date: Signature of Client:

Document – Template Withdrawal Form

(If you want to withdraw from the contract, please fill out this form and send it to us.)

To:

BRICKBeRLIN
Elena Noman
Pariser Platz 4a 1 O.G. 10117 Berlin
Fax no.: + 49 30 300 145 500
info@brickberlin.com

I/We (*) hereby withdraw from the contract I/we (*) have concluded for the provision of brokerage services

Name(s) of the Customer(s):
Address(es) of the Customer(s):
Signature(s) of the Customer(s)**:
Date:

(*) Delete as appropriate

** Only with communication on paper

End of Right of Withdrawal Conditions

Form of Declarations

1. Legally relevant declarations and notifications which the Customer must submit to us or to a third party, must be in writing.

Place of Fulfilment – Choice of Law, Jurisdiction

1. Insofar as nothing is otherwise stated in the contract, the place of fulfilment and payment is Berlin.
2. The law of the Federal Republic of Germany applies for this contract.
3. The competent courts of Berlin are the exclusive jurisdiction.

Severability Clause

1. If any provision of this contract is or becomes wholly or partially invalid, the validity of the remaining provisions shall remain unaffected.
2. In the event of an invalid provision, the Parties are obliged to negotiate an effective and reasonable replacement provision, that comes as close as possible to the commercial objective pursued by the Parties via the invalid provision.