

Property for sale

Ref: BB1420A

# Apartment in Berlin-Schöneberg

For more information about this property, please contact us.



Reference	BB1420A
Type	<b>Apartment</b>
City	Berlin
District	Schöneberg
Adress	Rubensstraße
Size	63,00m2
Floor	2
Status	
Price	230.000€
Price/m_	3.650,79€
Monthly rent	352,28€
Yearly rent	4.227,36
Yield	1,84%

Year of

Created in

Rooms

construction 1928

2

August 2023

Value of energy needs 121.00 kWh/(m2a)

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## **Agency Fee**

• 3,57% buyer/ 3,57% seller

### **Type**

• Old building 1920-1945

## Heating type

• Centralized heating station

# **Energy efficiency class**

• D

## Flooring

Original hardwood

# Type of Energie Pass

Energy performance certificate

### **Features**

- Balcony Terrace
- Bathroom with window
- Cellar
- Bathroom with tub

# **Energy source**

Gas

### **Energy with warm water**

• Yes

## Floor

- No penthouse
- No ground floor

# **Position**

Front 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.

By signing the contract, the Customer bindingly declares desire to take part in the transaction.
 The same applies to contracts that have been concluded at a distance (by letter, email, or fax,

5. The contract does not require any form; it will also come into force when our realtor services

#### Commission and Payment

- To 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

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

6. If a verified or brokered agreement is rescinded or cancelled, our commission claim will not be

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:

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.)

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

Address(es) of the Customer(s): Signature(s) of the Customer(s)\*\*:

(\*) 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.

**Right of Withdrawal Conditions** 

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