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IBAN: AT84320000012320966, BIC: RLNWATWW  
UID-Nr.: ATU63330568, FN Nr.: 291431a  
Handelsgericht: Wien, Firmensitz: Wien

May 17, 2024  
Mr. Dirk Dose

Dear Client,

We are happy to offer you the following property:

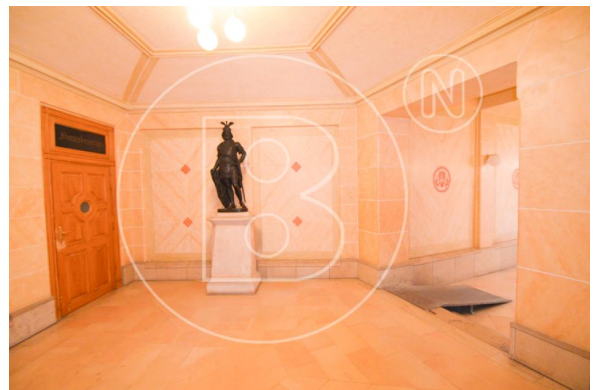
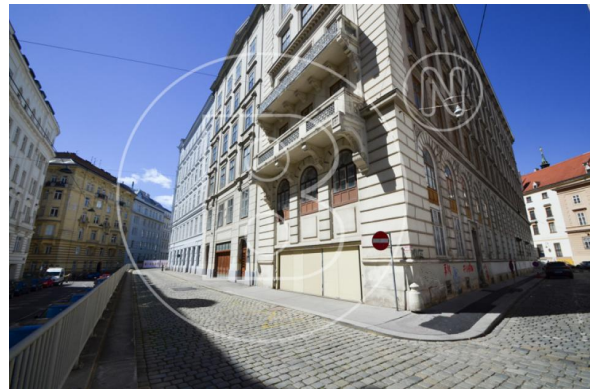
**Condominium(s)**

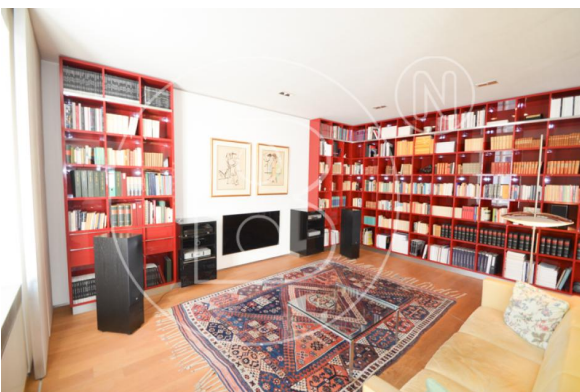
**Address:** upon request

Prop.no.: 4020/1090

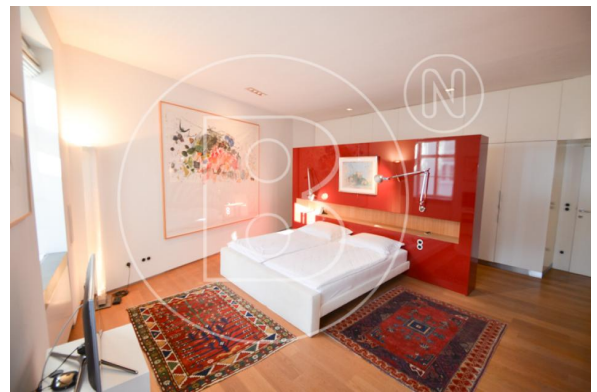
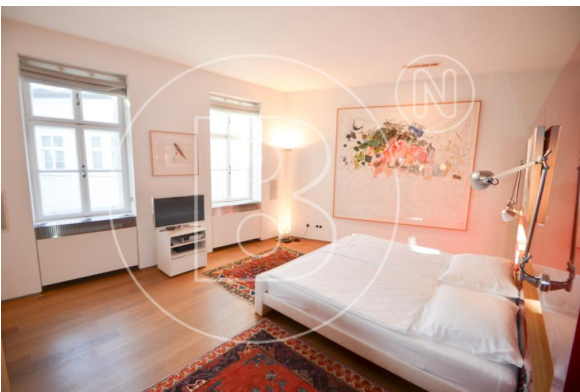
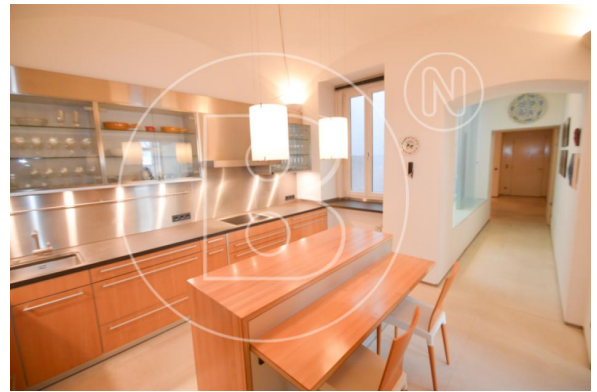
Near: Jesuit Church

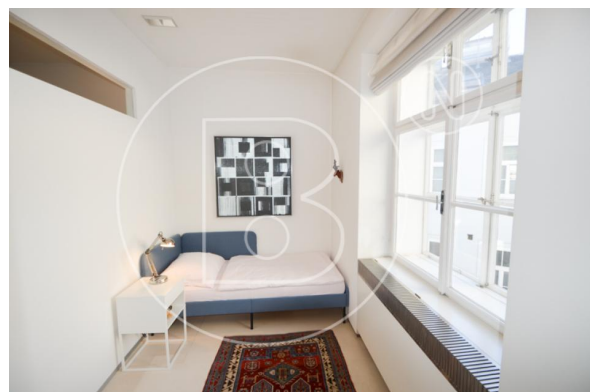
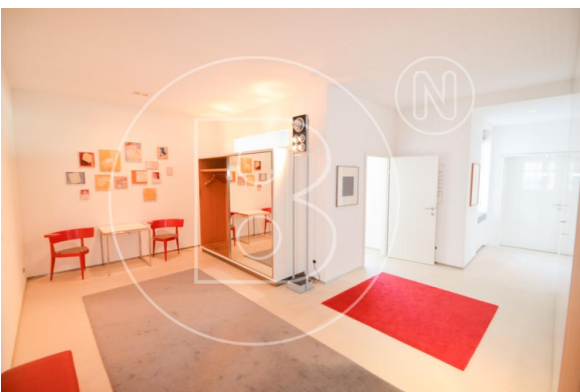
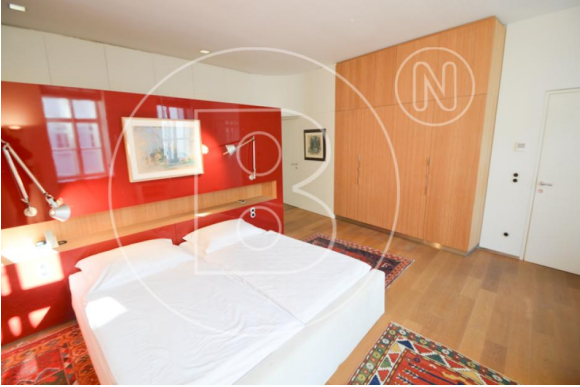


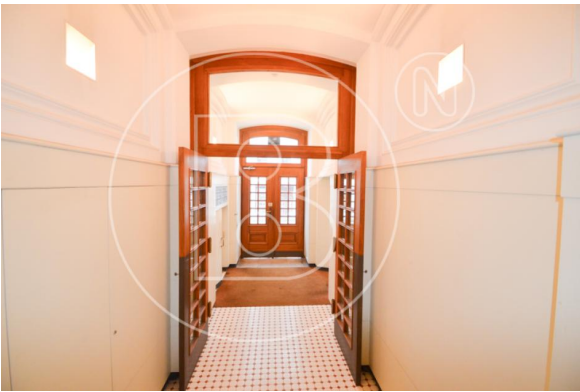






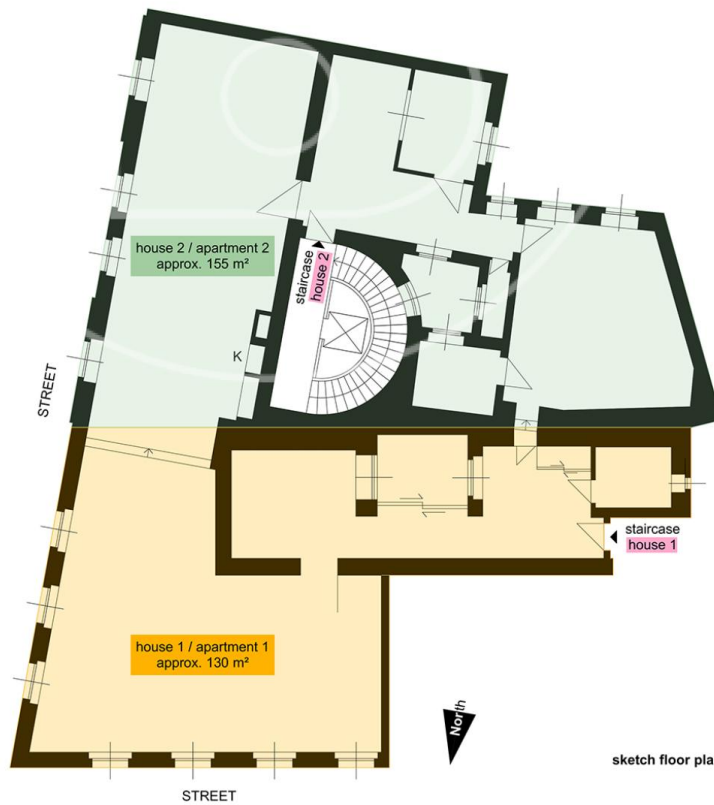
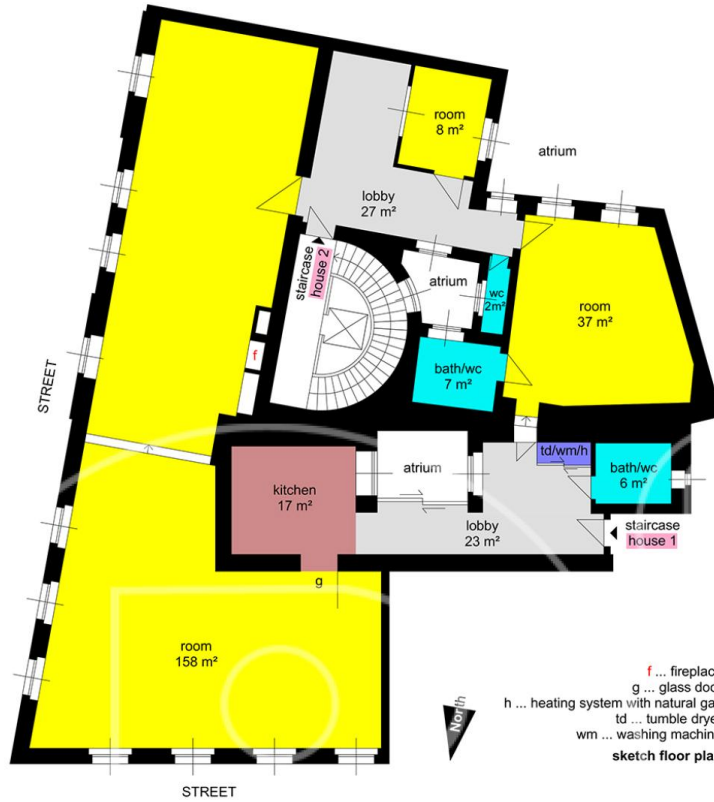








BONREAL







## "Two in One" - Splendid period building at an excellent location in Vienna's inner city!

The property offered for sale is an exceptional **285 m<sup>2</sup> period apartment with a purchase option for 2 parking spaces** at a much-coveted address in **Vienna's first district**.

It consists of two adjacent, separately subdivided condominiums **merged in 2004** situated in **two neighbouring buildings** whose façades are under **heritage protection** and which date back to **1852 and 1858**.

There are still **two separate entrances from two different staircases**. The respective lofts in the two buildings have already been repurposed for residential use.

The two condominiums are situated on the **5th floor** (with elevator), and a barrier-free access is possible.

The buildings are in a very **central, yet quiet residential location with historical surroundings**, consisting of several magnificent turn-of-the-century Zinshäuser (apartment buildings) and sacral buildings. There are several upmarket shops, supermarkets, and restaurants, medical practices, as well as arts and cultural institutions in the immediate vicinity.

The surrounding **public transport connections** are nothing short of excellent. The **underground stations of the U1, U3, and U4 lines** and various tramway and bus stops are just a few steps away from the building. Moreover, both the **urban railway line** and the **City Airport Train (CAT) to the Vienna Airport** are within a short walking distance.

In short, an exquisite residential location in the heart of Vienna.

The two condominiums **were merged in the year 2004**. The previous floor plans were completely altered and adapted to the new owner's requirements, and the premises were fully refurbished.

**Legally, the two condominiums are not merged**, since they continue to be independently subdivided in their respective buildings, thus granting maximum flexibility to their new owner regarding their use. The condominiums can be structurally divided again any time and used or sold separately without the need for a corresponding legal adjustment of their subdivision.

The current room layout is shown in the attached **floor plan**.



The extraordinary features of this property include a **158 m<sup>2</sup> living room** awash with light, a **fireplace**, and a **room height** ranging from **2.97 m** to **3.13 m**.

In this living area, each casement window features white-fabric "**shutters**" running on rails, which provide both privacy and protection from the sun. These "shutters" also constitute a decorative element that can be given individual designs.

The **kitchen** and a room in the entrance area have **vaulted ceilings** (no overhead cooling there, see below for more details). The kitchen is separated from the "living room", though it can be easily integrated into this space. It is also possible to carry out various different adjustments to the current floor plan and create more separate rooms.

The property is in an **excellently preserved condition**.

The refurbishment carried out in 2004 exclusively applied top quality criteria, using the most exquisite materials and technologies available. All piping and wiring in both units were replaced (electricity, gas, water) as part of the above refurbishment. Wherever floor tiles were laid, both **floor** and **radiator heating** are available. Radiators were fitted to all areas in which oak parquet floor was installed.

**Heating and hot water** are provided by a **gas-fired boiler**.

**Overhead cooling** was installed in 2004, and the system can also be **used for heating in the winter**. The particular advantage of this cooling system is that it does not generate any draught.

The suspended ceiling installed for the overhead cooling was also used for **built-in loudspeakers**, which can create a "concert hall atmosphere" almost in the entire flat.

The **current monthly operating costs** charged by the two building management companies amount to a **total of 990,66 euros**.

The above amount already includes the **value-added tax** and the **repair reserve**.

Two spacious compartments are allocated to the property in the vaulted basement, with a combined floor space of approx. **52 m<sup>2</sup>**. Since both of them are in a well-preserved condition, they offer various possibilities for use.

During World War II, a metal door and an air exchanger (preserved to this day) were installed in one of the vaulted basements that served as an air-raid shelter.



Moreover, it is possible to purchase **two separately subdivided parking spaces** in one of the two buildings at **75,000 euros each**. The **monthly operating costs for the two parking spaces combined** currently amount to **82.46 euros** (including the proportionate **value-added tax and repair reserve**).

These are **two stack car parking spaces directly next to each other**, which provide enough space even for longer vehicles such as a Bentley, or slightly higher cars like most of today's SUV models.

Technical data for each parking space:

Weight: max. 2,600 kg

Height: max. 1.80 m

Length: max. 5.00 m

Width: max. 1.90 m

This residential gem is being sold without the movable inventory, and is immediately available.

**The heating demand according to the energy certificate from February 10th, 2024 is 93 kWh/m<sup>2</sup>a. The overall energy efficiency factor is 1,52.**

**The basic figures:**

Living space: approx. 285 m<sup>2</sup>

Rooms: 3

Kitchen: 1

Bathrooms: 2

Toilets: 3

Basement compartments: 2

Parking spaces (optional): 2

Floor: 5th, with elevator

Available: immediately

Year built: 1852

Refurbishment: 2004

Condition: well-kept

Heating demand: 93 kWh/m<sup>2</sup>a

Overall energy efficiency factor: 1,52

Heating/warm water: gas central heating

Open fireplace: available

Overhead cooling/heating: available

**Purchase price: € 4,999,000 euros, free and clear of encumbrances**

Commission: 3% of purchase price plus 20% VAT

For more information and visits, feel free to contact **Mr. Dirk Dose** at **0043 664 382 98 58** or **dirk.dose@bonreal.com**.

The BONREAL Estate Agency processes your personal data in accordance with the applicable data protection regulations. For further information see: <https://bonreal.com/download/en/privacy-policy.pdf> or the appendix to this real estate brochure.

Yours sincerely,

BONREAL Immobilienvermittlung GmbH

### I. Ancillary expenses for purchase agreements

- |   |   |
|---|---|
| 1. Land transfer tax based on the amount of the consideration   | 3.5%  |
| 2. Land register registration fee (title to property)   | 1.1%  |
| 3. Costs of contract execution  | Acc. to fee regulations of respective author of contract  |
| 4. Cash expenses for certification and stamp duties   | Acc. to current rates   |
| 5. Cost for notification and self-assessment of real estate income tax by the party's representative                        | Acc. to the fees of the respective author of the contract   |
| 6. Priority notice for the intended sale, if applicable   | registration fee with court   |
| 7. Cost of proceedings and administrative charges for real property transactions  | Varies acc. to Federal Province   |
| 8. Housing loans for commonhold property and owner-occupied homes   | In addition to the regular redemption instalment, extraordinary redemption up to 50% of the outstanding principal, or early redemption possible. Purchaser is not entitled to a transfer of the housing loan. |
| 9. Adjacent property charges, if any  | acc. to the municipal bill, as well as connection charges and costs (electricity, gas, water, sewer, telephone, etc.)   |
| 10. Commission (maximum commission as provided for by law)  |   |
| a) for the purchase, sale, or exchange of   |   |
| • property or parts of property   |   |
| • parts of property owned in commonhold or for which commonhold is established according to the agreement                   |   |
| • all kinds of companies  |   |
| • consideration for structures/buildings on third-party land  |   |
| with a value of   |   |
| • up to € 36,336.42   | 4% each   |
| • € 36,336.43 to € 48,448.49  | € 1,453.46 each   |
| • over € 48,448.49  | 3% each   |
| by both parties (seller and purchaser), plus 20% VAT each.  |   |
| b) in case of options   |   |
| 50% of the commission pursuant to item 10.a above, which will be credited in case the option holder purchases the property. |   |

### II. Ancillary expenses for mortgage loans

- |   |   |
|---|---|
| 1. Land Register registration fee                   | 1.2%  |
| 2. General order of priorities for pledging         | 0.6%  |
| 3. Cost for drafting the respective debt instrument | acc. to the fees of the respective author   |
| 4. Cash expenses for certification and stamp duties | acc. to current rates   |
| 5. Cost of evaluation, if any                       | acc. to the expert's fee  |
| 6. Commission                                       | must not exceed 2% of the loan amount (if transaction is subject to Section 15 para. 1 of the Real Estate Broker Regulation - IMVO), otherwise not higher than 5% of the loan amount. |

### III. Ancillary expenses for tenancy agreements

- Fees payable on tenancy agreements (Section 33 item 5 of the Austrian Fees Act): 1% of the gross rent (including VAT) payable during the term of contract; maximum: 18 times the annual value; in case of an indefinite term of contract, 1% of three times the annual value. Since 1 July 1999, the landlord/lessor (or his/her representative, e.g. the broker, property manager, attorney or notary) is obliged to calculate and pay the fee him/herself. In case of tenancy agreements with a fixed term on buildings or parts of buildings predominantly serving housing purposes, the fees are limited to three times the annual value as of that point in time.
- Costs of execution of agreement as agreed within the scope of the applicable fees of the author of the agreement.
- Commission  
Highest commission pursuant to the 1996 Austrian Real-Estate Agent Regulation, Section 10 IMV 1996, Federal Law Gazette No. 297/1996, GZ 2010/08/30, plus 20% VAT. The calculation of the commission shall be based on the gross rent. This will consist of: tenancy or sub-tenancy rent, pro-rata operating costs and regular public charges, share in special expenses (e.g. elevator), if any, and any compensation for furniture or equipment rented together with the premises or other additional services provided by the landlord.

#### Brokerage of rental agreements (rental, sub-rental) for apartments and single-family homes

|  | Landlord                      | Tenant                        |
|--|-------------------------------|-------------------------------|
| Indefinite period or more than 3 years | 3 gross monthly rents (3 GMR) | 2 gross monthly rents (2 GMR) |
| Limited up to 3 years                  | 3 gross monthly rents (3 GMR) | 1 gross monthly rent (1 GMR)  |

#### Brokerage of all kinds of commercial premises (rental, sub-rental)

|   | Landlord                      | Tenant                        |
|---|-------------------------------|-------------------------------|
| Indefinite period or more than 3 years          | 3 gross monthly rents (3 GMR) | 3 gross monthly rents (3 GMR) |
| Limited to at least 2 but not more than 3 years | 3 gross monthly rents (3 GMR) | 2 gross monthly rents (2 GMR) |
| Limited to less than 2 years                    | 3 gross monthly rents (3 GMR) | 1 gross monthly rent (1 GMR)  |

### IV. Financing costs, if applicable

Fees as invoiced by lender (e.g. bank)

### V. Place of jurisdiction

All disputes arising in connection with a transaction shall exclusively be referred to the court having subject-matter jurisdiction for the district in which the property is located, otherwise to the District Court of Vienna Inner City.

## 1. GENERAL

- In principle, BONREAL operates as a dual broker and is entitled to agree on brokerage fees with both parties in a transaction.
- Our offers are subject to confirmation and are non-binding. We reserve the right to prior sale, subletting and subleasing.
- If a recipient of a property offered by BONREAL is already aware that it is available for sale or let, he must immediately notify BONREAL thereof. Otherwise, the offer by BONREAL shall be considered acknowledged.
- The commencement of business dealings either in writing or in person shall be deemed as acceptance of these General Terms and Conditions.

## 2. COMMISSION

- The customer shall be obliged to pay a commission in case the brokered business with a third party materializes as a result of the meritorious efforts of BONREAL as defined in the contract. BONREAL shall also be entitled to a commission when not the business defined in the contract but one equivalent to it as to its purpose materializes (e.g. house instead of condominium, lease instead of purchase).
- Likewise, the seller/landlord must also pay the agreed commission to BONREAL if the customer rejects an offer in conformance with the existing agency contract.
- If a transaction is reached with a third party and not with one of the potential buyers nominated by BONREAL because the first exercises a legal or contractual right of first refusal, right of repurchase or subrogation, or because the potential buyer informed the third party about this opportunity for acquisition made known to him by BONREAL, the agreed commission must be paid.
- In the event that a potential buyer informs a third party about the opportunity for the conclusion of a transaction and the latter concludes the transaction, the potential buyer shall be liable for the commission in case the third party refuses to pay such commission.
- Should a close family or economic relationship exist between BONREAL and the brokered third party, which could compromise the interests of the customer, the broker shall only be entitled to a commission if the customer immediately draws attention to this close relationship.
- The claim to the commission arises as soon as the brokered transaction becomes legally effective. An agreement must be reached as to the amount of the commission. The basis for assessment shall always be the actually brokered sale, rental, or lease price.
- The commission shall become payable upon acceptance of the purchase offer.
- The highest commission rates pursuant to the 1996 Austrian Real-Estate Agent Regulation shall apply to transactions not listed herein.

## 3. PURCHASE AGREEMENTS

Highest commission pursuant to the 1996 Austrian Real-Estate Agent Regulation (Section 10 IMV 1996, Federal Law Gazette No. 297/1996, GZ 2010/08/30, plus 20% VAT.

| for the purchase, sale, or exchange of property or parts of property | with a value of            |            |
|--|----------------------------|------------|
| • parts of property owned in commonhold                              | up to € 36.336,42          | 4 %        |
| or for which commonhold is established according to the agreement    | € 36.336,43 to € 48.448,49 | € 1.453,46 |
| • All kinds of companies   | over € 48.448,43           | 3 %        |

## 4. RENTAL AGREEMENTS

Highest commission pursuant to the 1996 Austrian Real-Estate Agent Regulation (Section 10 IMV 1996, Federal Law Gazette No. 297/1996, GZ 2010/08/30, plus 20% VAT.

| Brokerage of rental agreements (rental, sub-rental) for apartments and single-family home | Landlord                               | Tenant                        |
|---|--|-------------------------------|
|   | Indefinite period or more than 3 years | 3 gross monthly rents (3 GMR) |
| Limited up to 3 years   | 3 gross monthly rents (3 GMR))         | 1 gross monthly rent (1 GMR)  |

| Brokerage of all kinds of commercial premises (rental, sub-rental) | Landlord                               | Tenant                        |
|--|--|-------------------------------|
|  | Indefinite period or more than 3 years | 3 gross monthly rents (3 GMR) |
| Limited to at least 2 but not more than 3 years                    | 3 gross monthly rents (3 GMR)          | 2 gross monthly rents (2 GMR) |
| Limited to less than 2 years                                       | 3 gross monthly rents (3 GMR)          | 1 gross monthly rent (1 GMR)  |

## 5. RESCISSION OF EXCLUSIVE AGENCY CONTRACT

- The customer shall refrain from closing a sale/rental contract himself or through a third party during the period of marketing (agreed deadline). Should the customer sell, let, or lease to another person than the potential buyer/tenant nominated by BONREAL within the agreed period regardless of the above waiver, BONREAL must be paid a compensation equal to the statutory highest commission plus 20% VAT.
- If the agency contract is prematurely terminated by the customer without good reason, BONREAL is entitled to a reimbursement of costs equal to the statutory highest commission plus 20% VAT. The term of an exclusive agency contract is stipulated in the corresponding brokerage agreement concluded with the customer. The customer must inform BONREAL in writing in the event of an withdrawal of the exclusive agency contract or an independent sale or rental of the property.
- Regardless of an withdrawal, the brokerage remuneration is due and payable in case a transaction is closed with the potential buyer/tenant nominated by BONREAL.
- The customer shall be obliged to pay the commission if, despite good faith, the transaction does not materialize merely because the customer omitted without good reason a legal act required for the realization of the transaction despite the previous course of negotiations.

## 6. RESCISSION RIGHTS IN DISTANCE

### Rescission right and rescission period

§ 11 Austrian Distance and Off-Premises Contracts Act (1). The consumer may rescind a distance contract or a contract concluded off premises within 14 days without stating any reason. In service agreements, the deadline for rescission begins with the date of the conclusion of the contract.

### Failure to provide information on the right of rescission

§ 12 Austrian Distance and Off-Premises Contracts Act (1). If the entrepreneur fails to comply with his information obligation pursuant to §4 para. 1(8), the rescission period provided in §11 shall be extended by twelve months.

(2) Should the entrepreneur provide information within twelve months as of the relevant date for the commencement of the period, the rescission period shall end 14 days after the date on which the consumer receives this information.

#### **Exercise of the rescission right**

§ 13 Austrian Distance and Off-Premises Contracts Act (1). The declaration of the rescission is not subject to a particular form. The consumer may use the sample rescission form for this purpose. Compliance with the rescission deadline is given if the statement of rescission is dispatched within the agreed period.

(2) The entrepreneur may also grant the consumer the opportunity to electronically fill out and send the sample form or an otherwise formulated rescission statement on the website of the entrepreneur. Should the consumer submit a rescission statement in this manner, the entrepreneur must immediately issue a confirmation of the receipt of the rescission statement on a durable medium.

#### **Commencement of performance prior to the expiry of the rescission period**

§ 10 Austrian Distance and Off-Premises Contracts Act. If the subject-matter of a distance or off-premises contract is a service that comprises the supply of water, gas, or electricity without a limited volume or a specific quantity, or the supply of district heating, and if the consumer wishes that the entrepreneur commences performance before expiry of the rescission period pursuant to § 11, the entrepreneur must prompt the consumer to issue an explicit request for such premature performance - in case of a contract concluded off premises, on a durable medium.

#### **Obligations of consumer in case of rescission of a contract for services, energy and water supplies, or digital contents**

§ 16 Austrian Distance and Off-Premises Contracts Act (1). Should the consumer pursuant to § 11 para. 1 rescind a contract for services or the energy and water supplies mentioned under §10 after issuing a request according to §10, and the entrepreneur has thereupon commenced performance, the consumer must pay the entrepreneur an amount proportionate – by comparison with the contractually agreed price – to the services provided by the entrepreneur until the date of rescission. If the total price is excessive, the pro-rata amount to be paid shall be calculated on the basis of the market value of the services provided.

(2) The obligation for a pro-rata payment pursuant to para. 1 does not apply if the entrepreneur failed to comply with his information obligation pursuant to § 4 para. 1(8) and (10).

#### **Exceptions from the right of rescission**

§ 18 Austrian Distance and Off-Premises Contracts Act (1). The consumer shall have no right of rescission for distance and off-premises contracts for services if - based on the explicit request of the consumer pursuant to §10 and confirmation of the consumer of his awareness of the loss of the rescission right in case of full contractual performance - the entrepreneur had commenced with the provision of the service and the service was subsequently fully rendered pursuant to §11.

## **7. RESCISSION**

### **Rescission of real estate business pursuant to § 30 a Consumer Protection Act**

A customer who is a consumer (§1 Consumer Protection Act) and

- has submitted his contractual declaration on the day of the first showing of the property,
- his declaration is geared toward the acquisition of an inventory right (esp. tenancy right), another right to use, or ownership, namely
- to an apartment, a single-family home or a property suitable for the erection of a single-family home, for the purpose of
- meeting an urgent need for accommodation of the customer or a close relative, the customer may declare his rescission in writing within one week.

### **Rescission in "door-to-door" business pursuant to § 3 Consumer Protection Act**

A customer who is a consumer (§1 Consumer Protection Act) and

- has not submitted his contractual declaration in the real estate agent's business premises,
- nor has he himself initiated the business arrangement for the conclusion of a contract with the real estate agent may declare his rescission until the time of the creation of the agreement or within a week thereafter. This period shall only commence after the consumer was handed out a deed containing the name and address of the entrepreneur, the information required for the identification of the contract, and information on the right of rescission. In case of insufficient or no information on the rescission right, the consumer shall anyway have such a right without time limitation.

### **Rescission due to non-occurrence of relevant circumstances (§3 a Consumer Protection Act)**

A consumer may withdraw his application or rescind a contract in writing if relevant circumstances presented by the entrepreneur as likely fail to occur or occur to a significantly lesser extent. The same periods shall apply as with "rescission in door-to-door business".

## **8. DUTY TO INFORM**

The customer and BONREAL are obliged to provide each other with the required information and intelligence. No guarantee is provided and no liability is assumed for the correctness of data based on information obtained from beneficial owners of a property.

## **9. DATA PROTECTION**

BONREAL shall treat all data provided as confidential and shall forward these to third parties only as necessary for the execution of the order.

## **10. ADDENDUM**

Unless the present Terms and Conditions provide for an express regulation in a given case, the provisions of the Broker Act and the decree of the Federal Minister for Economic Affairs on professional ethics and rules of conduct for real estate brokers shall apply as amended from time to time. Other additional agreements shall be made in writing and may only be concluded in writing with authorized officers of BONREAL.

## **11. PLACE OF JURISDICTION**

All disputes arising in connection with a transaction shall exclusively be referred to the court having subject-matter jurisdiction for the district in which the property is located, otherwise to the District Court of Vienna Inner City.

We attach great importance to the protection of personal data, which is also required by law. The processing of your personal data takes place in accordance with the provisions of data protection legislation. The following overview contains information about the most important aspects of the processing of personal data.

#### **CONTROLLER**

BONREAL Immobilienvermittlung GmbH, 1010 Wien, Kärntner Ring 5-7/7th floor, e-mail: office@bonreal.com

**DATA PROTECTION OFFICER** No data protection officer has been appointed, since there is no statutory obligation to do so.

#### **THE PURPOSES FOR WHICH WE PROCESS YOUR DATA**

For the management of potential and existing customers as part of real estate brokerage (including electronically generated and archived text documents, such as correspondence). These are master data (e.g. first and last name, title), contact details (e.g. mailing address) and, in most cases, communication data (e.g. e-mail address) and identity data. In addition, these may also include data on the business relationship and the provision of services, or data in connection with real estate transactions (e.g. mortgage).

#### **FROM WHICH SOURCE DO THE PROCESSED PERSONAL DATA ORIGINATE?**

Most of your personal data we process were disclosed by you, for instance as part of a query for a specific real estate property, or when you placed a brokerage order for such a property. In some cases, you gave a written consent to one of our cooperation partners to transfer your personal data to us. Moreover, the data may have originated from publicly accessible sources (e.g. land register and companies register).

#### **LEGAL BASIS**

Contract, contract initiation (brokerage contract) and statutory basis. We are real estate agents, therefore we process your data for the purposes of real estate brokerage: processing for contract performance purposes (e.g. sale and rental order), contract initiation, justified interest, statutory basis, or processing on the basis of your express consent. Of course, you may withdraw this consent any time.

#### **HOW LONG WE STORE YOUR DATA**

The data will be kept during the period of the contractual relationship and, after its expiry, for as long as statutory retention periods require or limitation periods for potential legal claims have not yet expired.

#### **WHOM DO WE TRANSFER YOUR DATA TO**

We store and process the personal data transferred or disclosed to us only to the extent required for the execution of the contract (brokerage contract). **Such transfer only takes place in the smallest possible extent and only where it is necessary for the execution of the contract, is established by law, or a justified interest of third parties involved in the transaction exists.**

Possible recipients are:

- Departments of the company which are involved in the transaction.
- Third parties involved in the transaction (individuals necessarily participating in the transaction, other real estate agents, brokerage platforms, building management companies, financing companies, private and public sector entities that may publish or require information on properties, insurances).
- Service providers of the controller (e.g. tax consultant, payroll accounting, attorney) and authorities (social insurance, tax office, other authorities), legal representatives (in enforcing rights or defending claims, or as part of governmental procedures), or companies operating as processors as part of the servicing of the IT infrastructure (software, hardware).



Under no circumstances will your data be transferred for advertising purposes or the like. Our employees and our service providers are obliged to keep data confidential and to comply with the data protection provisions.

**DATA PORTABILITY** No right to data portability exists.

**COOKIES** We do not use any cookies relating to personal data.

**SOCIAL NETWORKS** We do not transfer any data to social networks.

**WEB ANALYTICS** We are currently not using Web Analytics.

A transfer to recipients in a third country (outside the EU) or to an international organisation is not foreseen.

No automated decision-making (profiling) takes place.

It is neither contractually nor statutorily required that you provide your data, nor do you have any obligation to do so. The data is required, however, so that the contractual relationship can be managed properly.

As data subject, you basically have the right to access, rectification, erasure, restriction, and objection. As regards the exercise of your rights, please contact:

**BONREAL Immobilienvermittlung GmbH, 1010 Vienna, Kärntner Ring 5-7 / 7th floor, e-mail: [office@bonreal.com](mailto:office@bonreal.com)**

If you believe that the processing of your data violates data protection laws, or your claims under data protection have otherwise been infringed, you are free to lodge a complaint with the data protection authority.