1140 Wien | Apartment | Property no.: 37002

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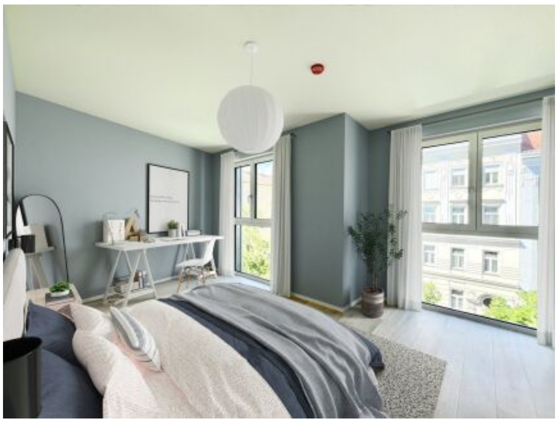


Description

Ästhetische Architektur in harmonischer Grünlage - Ein Zuhause, dass Geborgenheit und Freiraum gibt.
Fast alle Wohnungen sind gartenseitig und daher komplett ruhig ausgerichtet!

Besuchen Sie unsere Projekthomepage unter https://f-100.at

PROJEKTDATEN:

- 2 Baukörper
- 35 Wohneinheiten aufgeteilt auf 2 Häuser
- wunderschöner Gemeinschaftsgarten mit Kinderspielbereich
- großzügige Freiflächen wie Balkone, Terrassen und Eigengärten mit Blick ins Grüne
- durchdachte Grundrisse mit Wohneinheiten von 32m² -105m² Wohnfläche
- Massivbauweise mit Vollwärmeschutzfassade
- umweltfreundliche und energiesparende Wärmepumpe
- 20 hauseigene Garagenplätze mit Vorbereitung für E-Ladestation

AUSSTATTUNG:

- Kunststoff-Alu-Fenster mit 3-fach Isolierverglasung
- Innentüren aus Holz
- einbruchshemmende Wohnungseingangstüren
- Parkettböden in CHALE Landhausdiele 190 Eiche
- Fliesen in Feinsteinzeug 30x60cm
- LAUFEN Sanitärmöbel sowie GROHE Armaturen
- digitale Videogegensprechanlage
- außenliegende, elektrische Raffstores an allen Fenstern
- Wasser & Stromauslässe auf allen Balkonen / Terrassen
- hochwertige Steinplatten auf den Außenflächen
- Luftwärmepumpe / Fußbodenheizung

- Kinderwagen & Fahrradabstellraum
- großzügige Tiefgarage mit Vorbereitung für E-Ladestation
- Aufzug in alle Stockwerke
- Klimaanlage im Dachgeschoss 1 vorbereitet und Dachgeschoss 2 ausgeführt

LAGE:

Das Projekt "F100" liegt im Zentrum des 14. Bezirks: Die **Straßenbahnen 52,49, der Autobus 47A sowie die U-Bahn Linie U3** liegen in unmittelbarer Nähe.
Kindergärten, Volksschulen sowie Banken, Einkaufsmöglichkeiten, Krankenhaus Hanusch und nahegelegene Parks sind fußläufig erreichbar. Auch in den wunderschönen Schlosspark Schönbrunn gelangt man in 15min zu Fuß.

Nebenkosten bei Kauf der Immobilie:

- Kaufvertragserrichtung: Ist an **Dr. Riess Rechtsanwälte GmbH, Zeltgasse 3-5/13, 1080 Wien** gebunden.
- Vertragserrichtungshonorar: ab 1,5% netto des Kaufpreises zzgl. 20% USt. und Barauslagen.
- allenfalls zzgl. 0,2 % aus Übernahme Treuhandschaft gegenüber der finanzierenden Bank
- Grundbucheintragung: bis zu 1,1 % des Kaufpreises
- Grunderwerbssteuer: 3,5% des Kaufpreises
- Maklerprovision: 3% des Kaufpreises zzgl. 20% USt.

Bei den auf den Fotos ersichtlichen Einrichtungsgegenständen handelt es sich um ein virtuelles Staging.
Dies dient zur Präsentationszwecken und ist nicht Teil des Kaufgegenstandes.

Lassen Sie sich gerne zu dem Projekt und den verfügbaren Wohnungen noch heute beraten!

Der Käufer zahlt im Erfolgsfall an die Firma WOHNkonzept Real Estate GmbH eine Käufer-Maklerprovision in Höhe von 3% des Kaufpreises zzgl. 20% Ust. Die Provision errechnet sich aus dem beurkundeten Kaufpreis. Wir halten fest, dass Ihnen dieses Objekt erstmals durch unsere Tätigkeit als Immobilienmakler bekannt wurde. Falls Ihnen dieses Objekt bereits als verkauf- oder vermietbar bekannt ist, ersuchen wir innerhalb von 3 Werktagen um Ihre schriftliche Nachricht, ansonsten gilt die Provisionsregelung als vereinbart. Ausdrücklich vereinbart wird dieser Provisionsanspruch in gleicher Höhe auch für die in § 15 MaklerG vorgesehenen Fälle (Unterlassung eines notwendigen Rechtsaktes wider Treu und Glauben, Abschluss eines zweckgleichen Geschäftes, Abschluss mit einem Dritten aufgrund der Weitergabe der Abschlussmöglichkeit, Ausübung eines Vorkaufs-, Wiederkaufs- oder Eintrittrechtes). Bei den Größen und Ertragsangaben handelt es sich um von Abgeber/in (Eigentümer/in bzw. Hausverwaltung) zur Verfügung gestellte Informationen. Die Angaben wurden von uns kontrolliert, eine Gewähr für die Richtigkeit, Vollständigkeit und Letztstand müssen wir allerdings ausschließen. Es wird darauf hingewiesen, dass zwischen dem Abgeber und dem Immobilienmakler ein wirtschaftliches bzw. familiäres Nahverhältnis besteht und der Immobilienmakler auch für diesen tätig ist (Doppelmakler).

Key data

Living area:	approx. 70,81 sqm
Basement area:	approx. 1,35 sqm
Floor:	3. Etage / 3. Obergeschoss
Rooms:	3
Bathrooms:	1
Restrooms:	2
Storage rooms:	1
Basement:	1

Type of use:	Wohnen
For occupation:	sofort
Property type:	Wohnungseigentum in Entstehung
Heating:	underfloor heating
Location assessment:	sehr gut
Architecture:	Neubau
Condition:	Erstbezug
Construction year:	2024

Energy Performance Certificate

Valid until:	26.01.2033
Annual thermal energy index:	B 30.3 kWh/m²year
Energy efficiency rating:	B 0.71

Amenities

Flooring:	tiles, parquet
Elevator:	passenger elevator
Energy source:	air source heat pump
Balcony:	balcony/terrace facing south
Windows:	external sun protection, double glazing windows, Plastic windows

Restrooms:	separate toilets
Bathroom:	shower
Kitchen:	open kitchen
Parking space type:	basement garage
Extras:	underground station close by, storage room, suitable for the elderly, wheelchair access

Price information

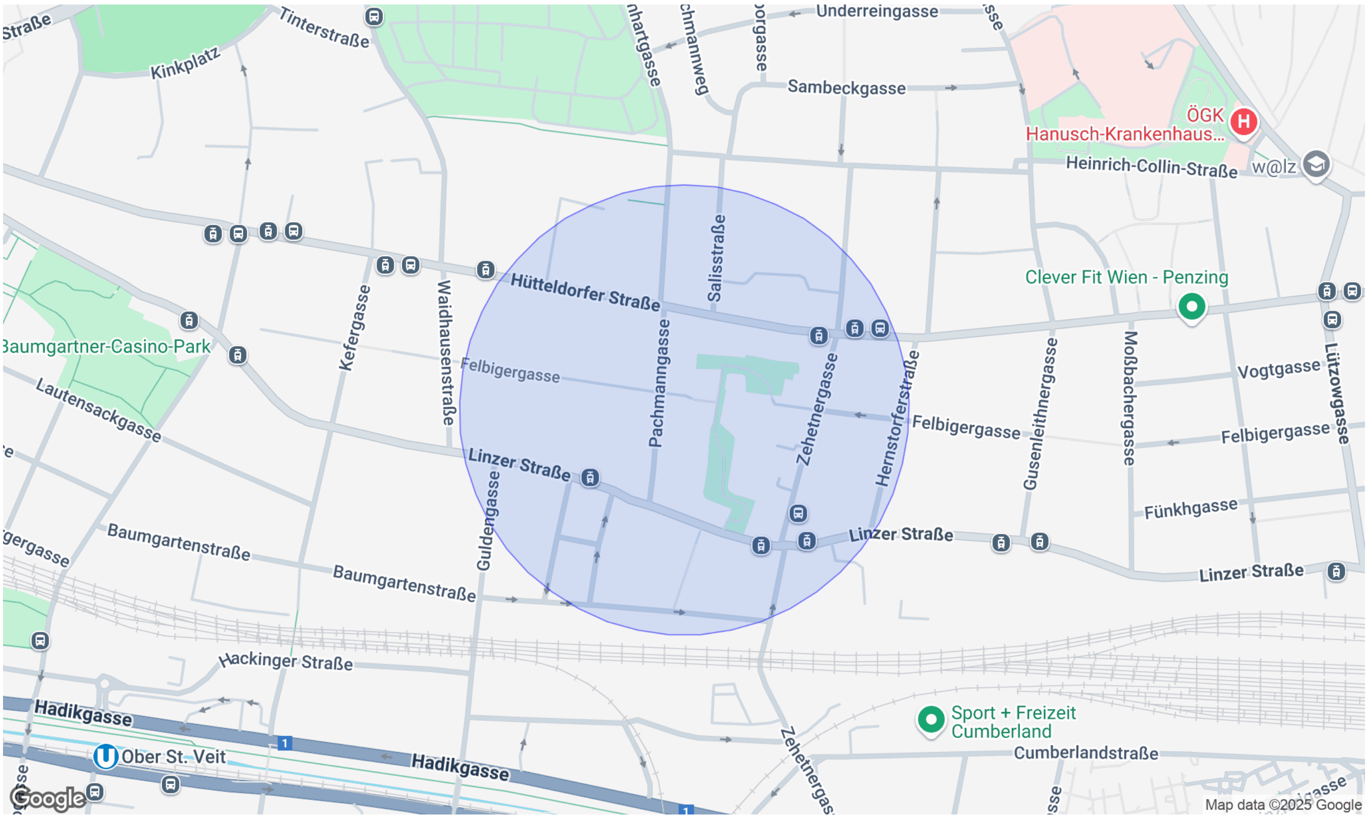
Purchase Price:	€499,000.00
Operating costs:	€177.83
Heating costs:	€33.99
Reparaturrücklage:	€38.61
Warmwasser:	€22.66
Sonstiges:	€35.41
Liftkosten:	€17.31
VAT:	€32.12
Total monthly costs:	€357.93

Land registration fee:	1.1 %
Real estate transfer tax:	3.5 %
Contract drafting costs:	Dr. Riess Rechtsanwälte GmbH, Zeltgasse 3-5/13, 1080 Wien
Commission:	3% des Kaufpreises zzgl. 20% USt.

More photos

Location

1140 Wien


Tinterstraße
Kinkplatz
Underreingasse
Sambeckgasse
ÖGK
Hanusch-Krankenhaus...
Heinrich-Collin-Straße
w@lz
Hütteldorfer Straße
Salisstraße
Clever Fit Wien - Penzing
Baumgartner-Casino-Park
Lautensackgasse
Kefergasse
Waidhausenstraße
Felbigergasse
Pachmanngasse
Zehetnergasse
Hernstorferstraße
Felbigergasse
Gusenleithnergasse
Moßbachergasse
Vogtgasse
Lützowgasse
Felbigergasse
Fünkhgasse
Linzer Straße
Guldengasse
Linzer Straße
Linzer Straße
Baumgartenstraße
Baumgartenstraße
Hackinger Straße
Hadikgasse
Ober St. Veit
Hadikgasse
Sport + Freizeit Cumberland
Cumberlandstraße
Zehetnergasse
Google
Map data ©2025 Google

Infrastructure/distances (POIs)

Health

Physician	500 m
Pharmacy	500 m
Clinic	2.000 m
Medical building	1.000 m

Local supply

Supermarket	500 m
Bakery	500 m
Shopping centre	3.000 m

Transport

Bus	500 m
Subway	1.000 m
Tram	500 m
Train station	1.000 m
Motorway junction	5.000 m

Children & schools

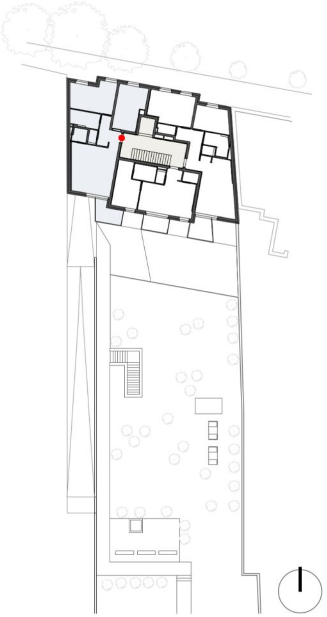
School	500 m
Kindergarten	500 m
University	2.000 m
Secondary school	3.000 m

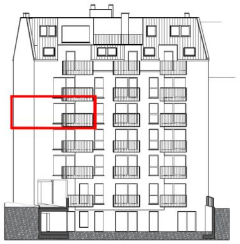
Others

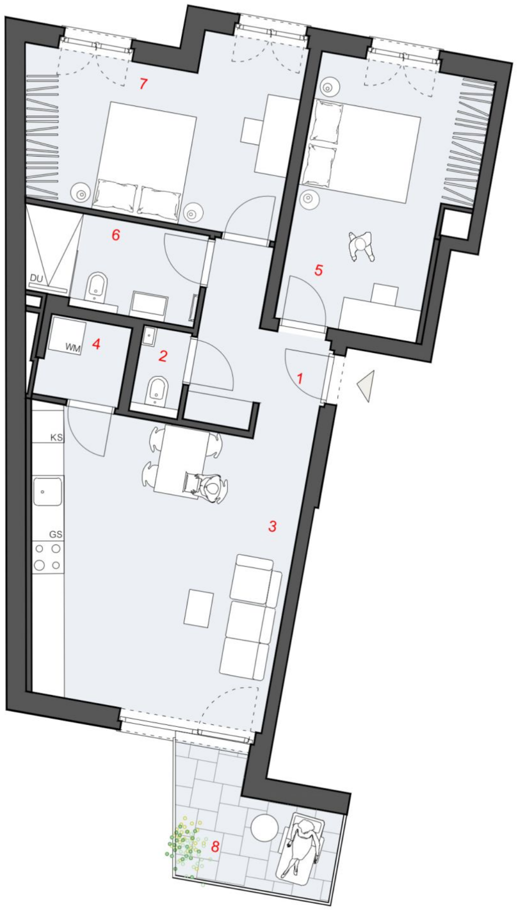
ATM	500 m
Bank	500 m
Post office	500 m
Police	1.000 m

Stated distance as the crow flies / source: OpenStreetMap

Plan







HÜTTELDORFER STRASSE 271 - 1140 WIEN

TOP 15 - 3. OBERGESCHOSS

1	Vorraum	ca.	6.50	m²
2	WC	ca.	1.31	m²
3	Wohnküche	ca.	24.83	m²
4	Abstellraum	ca.	2.44	m²
5	Zimmer 1	ca.	14.88	m²
6	Bad	ca.	5.37	m²
7	Zimmer 2	ca.	15.48	m²
	WOHNNUTZFLÄCHE		70.81	m²
8	Balkon	ca.	5.98	m²
	Kellerabteil Top 15	ca.	1.35	m²
	Raumhöhe	ca.	2,52	m

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Stand: November 2023

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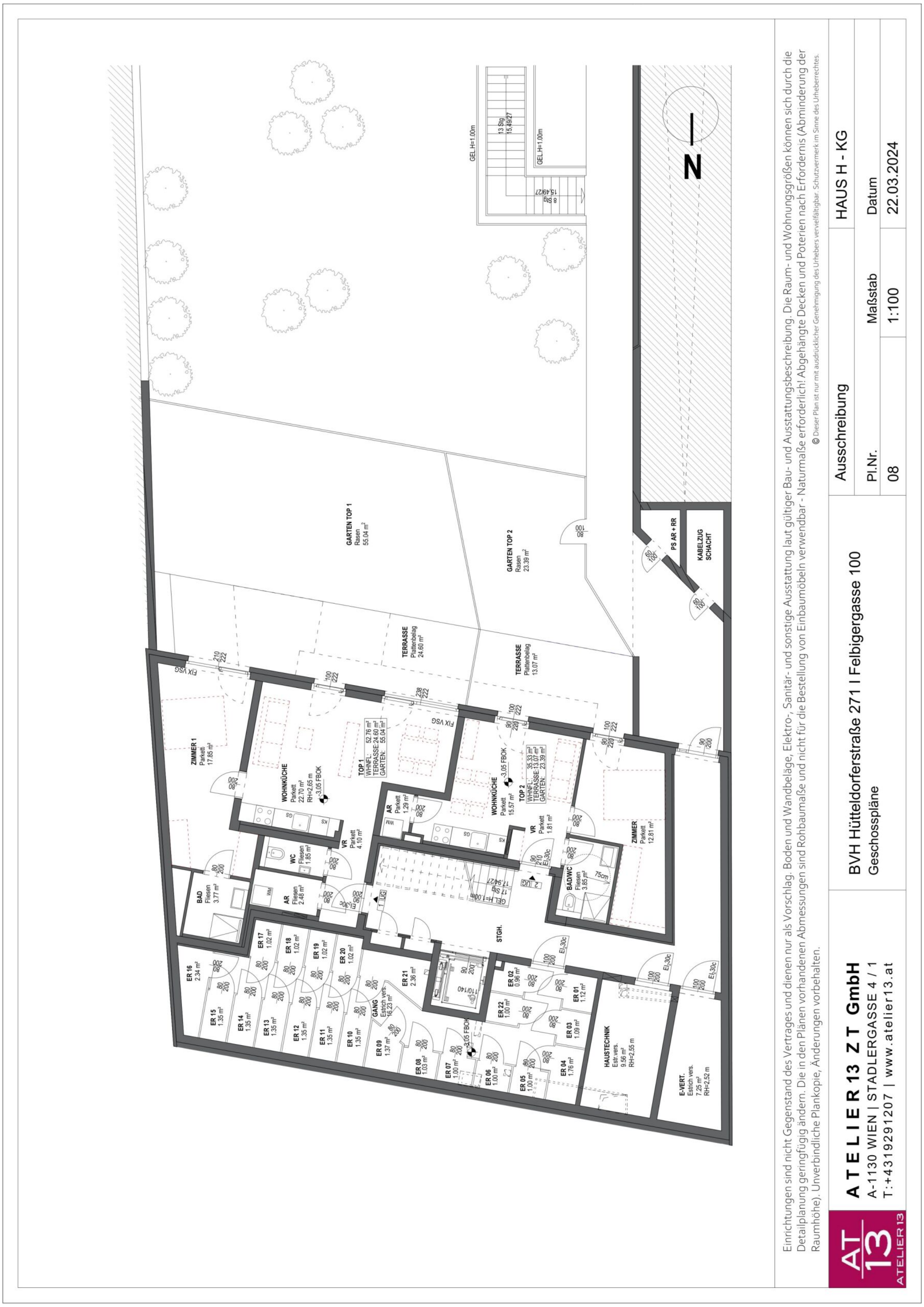
Plan


N
GARTEN TOP 1
Rasen
55.04 m²
GARTEN TOP 2
Rasen
23.39 m²
TERRASSE
Plattenbelag
24.60 m²
TERRASSE
Plattenbelag
13.07 m²
TOP 1
WHNFL: 52.76 m²
TERRASSE: 24.60 m²
GARTEN: 55.04 m²
TOP 2
WHNFL: 35.33 m²
TERRASSE: 13.07 m²
GARTEN: 23.39 m²
ZIMMER 1
Parkett
17.85 m²
WOHNKÜCHE
Parkett
22.70 m²
RH=2.65 m
-3.05 FBOK
WOHNKÜCHE
Parkett
15.57 m²
-3.05 FBOK
ZIMMER
Parkett
12.81 m²
BAD
Fliesen
3.77 m²
WC
Fliesen
1.65 m²
AR
Fliesen
2.48 m²
VR
Parkett
4.10 m²
AR
Parkett
1.29 m²
VR
Parkett
1.81 m²
BAD/WC
Fliesen
3.65 m²
STGH.
GANG
Estrich vers.
16.23 m²
HAUSTECHNIK
Estr. vers.
9.56 m²
RH=2.55 m
E-VERT.
Estrich vers.
7.25 m²
RH=2.52 m
PS AR + RR
KABELZUG SCHACHT
ER 01
ER 02
ER 03
ER 04
ER 05
ER 06
ER 07
ER 08
ER 09
ER 10
ER 11
ER 12
ER 13
ER 14
ER 15
ER 16
ER 17
ER 18
ER 19
ER 20
ER 21
ER 22
GEL.H=1.00m
FIX VSG
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Ausschreibung
HAUS H - KG
Pl.Nr.
08
Maßstab
1:100
Datum
22.03.2024
BVH Hütteldorferstraße 271 | Felbigergasse 100
Geschossspläne
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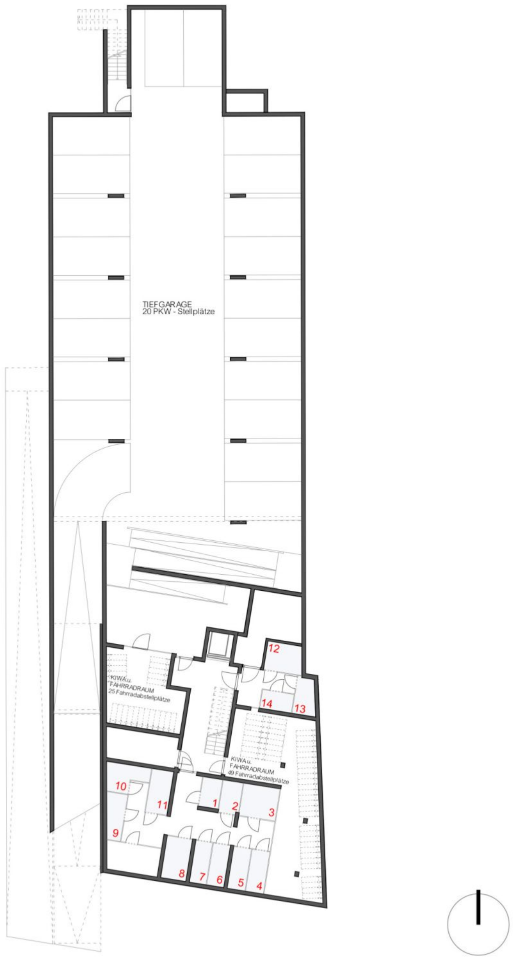
AT 13
ATELIER 13

Plan



FELBIGERGASSE 100 - 1140 WIEN

UNTERGESCHOSS - KELLERAUFTEILUNG

Wohnung	Geschoss	ER Nr.	Größe
TOP 1	EG	01	2,46 m²
TOP 2	EG	02	2,72 m²
TOP 3	EG	03	5,02 m²
TOP 4	1. OG	04	3,20 m²
TOP 5	1. OG	05	3,20 m²
TOP 6	1. OG	06	3,06 m²
TOP 7	2. OG	07	3,03 m²
TOP 8	2. OG	08	4,55 m²
TOP 9	2. OG	09	3,45 m²
TOP 10	1. DG	10	4,12 m²
TOP 11	1. DG	11	4,05 m²
TOP 12	1. DG	12	4,43 m²
TOP 13	2. DG	13	3,19 m²
TOP 14	2. DG	14	2,54 m²

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Unverbindliche Plankopie, Änderungen vorbehalten.

Stand: November 2023

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Ancillary Expenses

Purchase / Sale / Building rights

Information on the brokerage contract

ÖVI-Form Nr. 13K / 07 / 2023

I. LEGAL BASIS OF THE BROKER´S COMMISSION 2

II. ANCILLARY EXPENSES IN THE CASE OF PURCHASE AGREEMENTS 3

III. ADDITIONAL COSTS FOR THE BROKERAGE OF RIGHTS TO ERECT BUILDINGS ON LEASEHOLD LAND 4

IV. ANCILLARY EXPENSES IN THE CASE OF MORTGAGE LOANS 5

V. ENERGY PERFORMANCE CERTIFICATE 5

VI. OBLIGATION TO PROVIDE INFORMATION TO CONSUMERS 5

VII. RIGHT TO WITHDRAW 9

VIII. TAX EFFECTS IN CASE OF SALE 12

Annex:
Model Withdrawal Form for distance and off-premises transactions pursuant to annex 1 to Federal Law Gazette I 2014/33.

General terms and conditions pursuant to Section 10 ImmMV [Real Estate Broker Regulation] 1996 BGBI. [Federal Law Gazette] No. 297/1996 recommended by the Federal Chamber of Commerce Austria, Section for Real Estate Experts and Escrow Agents.
GZ 2023 / 05 / 05 – FVO Go / Pe – Form 13K / ÖVI

Media holder: Österreichischer Verband der Immobilienwirtschaft
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Austria
T: +43 676 39 29 019
E: office@wohnkonzept.immo

who are acting as broker and are represented by

Daniela Schachinger, Dipl.-IM

Pursuant to established business practises the broker may act as dual broker.

The broker does ☐ /does not ☐ have a close familial or business relationship to the third party.

I. Legal basis of the broker´s commission

Section 6 paras 1, 3 and 4, Section 7 para 1, Sections 10 and 15 Maklergesetz (Austrian Broker Act)

Section 6

(1) The client is obliged to pay a commission if the transaction is concluded with a third party due to the broker´s activity pursuant to the contract.

(3) The Broker is entitled to the commission even if, due to his activities, the transaction to be brought about pursuant to the contract is not entered into, but another transaction is entered into, the economic purpose of which is equivalent to the original transaction.

(4) The broker shall not be entitled to a commission if he himself becomes a contracting party to the transaction. This shall also apply if the transaction entered into with a third party is the economic equivalent to a conclusion of the transaction by the broker himself. In the event of any other close familial or economic relationship between the broker and the third party which might impair the safeguarding of the interests of the client, the broker shall only be entitled to a commission if he immediately notifies the client of such close relationship.

Section 7

(1) The entitlement to a commission shall come into existence when the transaction becomes legally effective. The broker shall not be entitled to any advance.

Section 10

(1) The entitlement to a commission and the claim for reimbursement of additional expenses shall arise when they have been incurred.

Special commission agreements

Section 15

(1) An agreement according to which the client is required to pay an amount, for instance as compensation for or reimbursement of expenses incurred and professional services rendered, even if there is no successful conclusion of a deal attributable to the broker, shall only be permissible up to the amount of the agreed or locally customary commission and only in the event that

1. the transaction described in the broker agreement is not entered into contrary to good faith because the client – contrary to the course of the negotiations up to that point – fails to take any action that would be required for the conclusion of the deal without notable reason;

2. a transaction is entered into with the third party solicited by the broker the purpose of which is not equivalent to the original transaction if conclusion of the transaction is the result of the broker´s activities;
3. the transaction described in the broker agreement is not entered into with the client but with a different person because the client informed such person of the business opportunity made known to him by the broker or if the transaction is not entered into with the third party but with a different person because the third party notified the latter of such business opportunity or
4. the transaction is not entered into with the third party because a statutory or contractual right of first refusal, resale or a right to succeed is exercised.
(2) Such a payment may, in the case of sole broker agreements, be agreed upon if:
1. the sole broker agreement is terminated early by the client in violation of the contract and without important reason;
2. the transaction was entered into during the term of the sole broker agreement in violation of the contract through the activities of a different broker instructed by the client; or
3. the transaction was entered into during the term of the sole broker agreement in a way other than by the activities of a different broker instructed by the client.
(3) Payments pursuant to para 1 and para 2 shall be considered remuneration (Vergütungsbetrag) within the meaning of Section 1336 ABGB [Austrian General Civil Code].

NOTE: An agreement pursuant to Section 15 Maklergesetz [Broker Statute] must be made in writing in the case of broker agreements involving consumers.

II. Ancillary expenses in the case of purchase agreements

1. **Real property transfer tax**...3,5 %
   (discounts or exemption possible in special cases)
2. **Land Register registration fee** (title to property) .... 1,1 %
3. Costs of **drafting of agreement** and registration in the Land Register as agreed within the scope of the fee regulations of the person who prepared the contract as well as cash expenses for certifications and stamp duties.
4. Costs for the **declaration and self-assessment** of the real estate gains tax by the legal counsel or notary, as agreed in the fee provisions of the respective drafter of the title deed.
5. Cost of **proceedings and administrative charges** for real property transactions proceedings (differ from province to province)
6. **Housing loans for condominium property and owner-occupied houses** – transfer to purchaser: in addition to the regular redemption instalment extraordinary redemption up to 50 % of the outstanding principal or early redemption possible. The purchaser does not have any legal title to be transferred the housing loan.
7. **Adjacent property charges**, if any, pursuant to the municipal bill of charges (development costs and costs of preparing the plot for construction) as well as connection charges and connection costs (electricity, gas, water, sewer, telephone, etc)
8. **Commission** (maximum commission as provided for by law)
   (A) in case of **purchase, sale or exchange** of
   - **real properties or shares in real properties**
   - shares in real property which is subject to condominium ownership or with respect to which condominium ownership is going to be established pursuant to an agreement
   - **business enterprises of any kind**

   consideration for structures/buildings on land owned by a third party
   at a value of
   - up to EURO 36.336,42... **4% each**
   - EURO 36.336,43 to EURO 48.448,49 .... **EURO 1.453,46***
   - from EURO 48.448,50 .... **3% each**

   by both parties (seller and purchaser) plus 20% VAT in each case
   * threshold provision pursuant to Sec. 12 (4) Real Estate Brokers Act

(B) for option contracts

If the broker brokers an option contract that grants the prospective buyer a time-limited right to bring about the transaction in question by means of a unilateral declaration, a maximum of 50% of the commission specified for the brokerage of the main transaction may initially be agreed with the option owner when the option contract is concluded. The remaining 50% may only be charged if the option right is exercised. Any option fee paid is not taken into account when determining the commission. The agreed seller's commission can only be charged to the option obligated party when the option is exercised.

III. Additional costs for the brokerage of rights to erect buildings on leasehold land

1. Real estate transfer tax

As a property-equivalent right, the granting, extension and transfer of a building right are subject to real estate transfer tax. The assessment basis for real estate transfer tax is basically identical to that of »normal« properties and therefore corresponds at least to the value of the property or a higher consideration. If, as is customary when granting building rights, the payment of ongoing building interest is agreed as consideration in addition to any one-off payment, the cash value of the ongoing building interest payments plus any one-time payment are to be used as the assessment basis for real estate transfer tax when granting the building right. When determining the cash value, this provides for a cap of 18 times the annual value of the ongoing building interest payments.

When determining the property value of building rights, two possible cases must be distinguished depending on the remaining term of the building rights (§ 2 Para. 4 Land Value Ordinance):

Real estate value

If the duration of the building right at the time of tax liability is 50 years or more, the real estate value of the building right is to be set at the amount of the real estate value of the undeveloped property and the real estate value of the encumbered property at zero.

b) If the duration of the building right at the time the tax liability arises is less than 50 years, the basic value of the building right is to be set at 2% of the basic value of the undeveloped property (paragraph 2) for each full year of the remaining duration of the building right. The land value of the encumbered property is the difference between the land value of the encumbered property and the land value for the building right.

Building value

If the right to build on a developed property is granted, the building value is to be *calculated in accordance with § 2 Para. 3 of the Property Value Ordinance.*

2. Land Registration Fee

The registration fee for the registration of the building rights is determined, as with the registration of the right of ownership, by the price that would normally be achieved in the ordinary course of business for a sale (§ 26 Para. 1 Legal Fees Act)

3. Brokerage of rights to erect buildings on leasehold land

The maximum commission equals the following percentage of the rates payable for the leased land throughout its term:

10 to 30 years	3 %
exceeding 30 years	2 %

In the event that the term exceeds 30 years, it is possible to agree on a flat commission rate of 3% (plus VAT) which is to be based on the 30-year rent, instead of the 2% fee (Section12(4) ImmMV provision on maximum values as amended). As the cap is limited to 2% of the 45-year rent, this amount also equals the maximum commission, regardless of any term of contract which may exceed that period.

IV. Ancillary expenses in the case of mortgage loans

1.	Land Register registration fee	**1,2 %**
2.	General order of priorities for pledging	**0,6 %**

3. Costs of drafting of the contractual document/debt instrument pursuant to the fee regulations of the person who prepared the document
4. Cash expenses for certifications and stamp duties pursuant to fee regulations
5. Cost of evaluation, if any, pursuant to the expert fee regulations
6. Commission: must not exceed 2% of the amount of the loan if the transaction is a transaction within the meaning of Section 15 para 1 ImmMV (Immobilienmaklerverordnung). If there is no such connection the commission or other remuneration must not exceed 5% of the amount of the loan.

V. Energy performance certificate

The Act on the Presentation of the Energy Performance Certificate (EAVG 2012) provides that in the event a building or an object of usage is sold, the seller has to present to the buyer an Energy Performance Certificate in due time before the contract is concluded. At the time of presentation, the Energy Performance Certificate may not be older than 10 years. It must also be handed over to the buyer no later than 14 days after the signing of the agreement. In the event the seller fails to provide the certificate, the buyer is entitled to procure the Energy Performance Certificate directly, provided he / she has requested the certificate from the seller in vain. The buyer can then opt to either claim reasonable expenses for the certificate at court within a period of three years, or file a court request for the hand-over of the certificate.

Advertisements in print and electronic media must specify the thermal heat requirements (Heizwärmebedarf or HWB) and the overall energy efficiency factor (Gesamtenergieeffizienzfaktor or fGEE), with both seller and broker being subject to this obligation.
The seller may choose to hand-over either an Energy Performance Certificate on the overall energy efficiency of the object or of a comparable object within the same building, or on the entire building. With regard to one-family homes, the requirement to present and hand-over an energy certificate will be satisfied by means of an energy certificate for a comparable building. The author of the Energy Performance Certificate must, however, confirm such comparability.
The Energy Performance Certificate must be compliant with the respective provincial regulations and is designed to create comparable information on the standard energy consumption of an object. The calculation of energy indicators is based on pre-defined conditions and standard parameters which are not user-dependent, resulting in the fact that there may be considerable deviations when the property / object is actually used. If no Energy Performance Certificate is presented, Sec. 7 EAVG provides that an overall energy performance corresponding to the age and type of the building has been agreed.

The Act on the Presentation of the Energy Performance Certificate (EAVG 2012) includes administrative penalty provisions. Both the seller and the broker who fail to state the HWB and fGEE values in an advertisement are subject to a fine of up to EUR 1,450. Brokers will only be excused if they have informed the seller of the subject obligation, requesting both indicators and the procurement of an Energy Efficiency Certificate, which the seller refused to supply. Moreover, the seller faces an administrative penalty of up to EUR 1,450 if he/she fails to present and / or hand-over the Energy Performance Certificate.

VI. Obligation to provide information to consumers

The real-estate agent's information requirements

(1) Sec. 30 b KSchG consumer Protection Act: prior to concluding an agency agreement with the client (in the case of a "Consumer"), the agent has to hand over to the client – with the diligence of a proper real estate professional – a written statement indicating that it will act as an agent, and a list of all expected costs arising from the conclusion of the requested business transaction, including the agent's commission. The amount of the commission must be stated separately the agent must also inform that client of any economic or private relationship for the purpose of Sec. 6(4) third sentence of MaklerG (Real Estate Agency Act). When the agent – according to common business practice – can act as dual agent, the statement must bear explicit reference

to this fact. In the event of any substantial change in circumstances, the agent must rectify the above documents accordingly. If the agent fails to fulfill this obligation before the client agrees to the brokered transaction, Sec. 3(4) MaklerG shall apply.
(2) The real estate agent has to provide the client with the required information (pursuant to Sec. 3 MaklerG) in writing. The information must in any case include all circumstances which are essential to assess the business transaction to be brokered.

NOTE: Based on current business practice, real estate agents may also act as dual agents without the client's explicit approval. In the event that the agent is instructed to act solely for one party in the transaction, the other party shall be informed by the agent.

Maximum duration of Sole Broker Contracts according to § 30 c of the Consumer Protection Act (KSchG)

Section 30 c KSchG

(1) The duration of Sole Broker Contracts (§ 14 Section 2 of the Broker Act) from consumers may be agreed for a maximum of

1. *three months for the brokering of rental contracts for apartments or other contracts relating to the use of apartments,*
2. *six months for arranging contracts for the sale or purchase of ownership of apartments, single-family houses and individual plots of land that are suitable for the construction of a single-family house.*

(2) In the case of circumstances that significantly complicate or delay the process, a longer duration period from the one stipulated in Section 1 may be agreed.

Information requirements in the event of distance and off-premises sales Scope of the obligation; legal consequences

to be applied on

- **Off-premises contracts (AGV) between trader and consumer,**
    - which are concluded when a consumer and trader are simultaneously present at a place other than the trader's premises,
    - for which the consumer has made an offer under the circumstances above, or
    - which have been concluded in the trader's premises or by distance sale communication media, directly after the consumer has been addressed personally and individually at a location other than the trader's or its representative's premises, respectively the consumer's premises, or
- **Distance sales transactions (FAG)** – these are contracts concluded between a trader and a consumer, without the simultaneous presence of both parties, through a distribution or service system organized to handle distance sales where telecommunications media (mail, internet, e-mail, telephone and fax) were exclusively used until the respective agreement was concluded.

Exempted are contracts on

- the **creation, acquisition or transfer of ownership** or other rights related to immovable things (Sec 1(2) Z 6 FAGG),
- **the erection of new buildings**, major conversion work of existing buildings and the lease of residential space (Sec 1 (2) Z 7 FAGG);

Section 4 FAGG

(1) The contract or offer shall not be binding upon the consumer before it has been informed by the trader of the following facts and in a clear and comprehensible matter:

1. *the essential characteristics of the goods or services, as appropriate to the medium and the goods or services,*
2. *the name or company name of the trader as well as the address of its office. In addition the telephone and the e-mail address which the consumer may use to contact the trader easily and promptly and without major effort,*
3. *where applicable*

a) where the trader provides other means of online communication which guarantee that the consumer can keep any written correspondence, including the date and time of such correspondence, with the trader

on a durable medium, the information shall also include details of those other means; all those means of communication provided by the trader shall enable the consumer to contact the trader quickly and communicate with him efficiently
b) any address different from the trader's company base which the consumer may use in any case of complaint, and
c) the name of the person or the company and the address of the person on behalf of which the trader is acting, as well as any business address of that person that may differ from the foregoing, where the consumer can address any complaints,
4. the total price of the good or service, including all taxes and levies. If the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the method of calculating the price and any additional costs for freight, delivery, shipment or other costs must be stated. If such costs cannot reasonably be calculated in advance, the fact that such additional costs may be payable must be noted as well,
4a. where applicable, that the price was personalised on the basis of automated decision-making;
5. in the event of a contract for an indefinite period or a subscription: the total costs per billing period; when such contracts are charged at a fixed rate, the total costs shall mean the total monthly costs; if the total costs cannot reasonably be calculated in advance, the method of calculating the price shall be provided,
6. the costs of using any means of distance communication for the conclusion of the agreement, unless such costs are calculated at the base rate,
7. the terms of payment, delivery and service; the period following the trader's commitment during which the goods or services will be delivered, and, where applicable the trader's complaint handling process,
8. where a right of withdrawal exists, the conditions, time limit and procedures for exercising that right in accordance with Article 11(1), as well as the model withdrawal form set out in Annex I(B),
9. that (where applicable) the consumer – in the event it withdraws from the contract – is obliged to pay the costs for returning the goods pursuant to Section 15; in case of distance contracts for goods that, due to their nature cannot normally be returned by post, the cost of returning these goods,
10. that (where applicable) the consumer – in the event it withdraws from the contract – is obliged to pay the pro-rated share of the work already performed pursuant to Section 16,
11. inform the consumer where applicable, on the absence of the right to withdraw from the contract pursuant to Section 18, respectively on the circumstances that would lead to the consumer losing its right to withdraw,
12. in addition to referring to the legal warrantee right, the consumer is to be informed also on the existence of after-sales customer services and the respective terms, as well as of any trade-specific guarantees,
13. where applicable on existing codes of conduct in accordance with Section 1(4) Z4 UWG Act on Unfair Competition, and on how the consumer can obtain a copy thereof,
14. where applicable, on the duration of the contract, respectively the conditions for terminating contracts with indefinite duration or contracts with automatic renewal,
15. where applicable, on the minimum duration of the consumer's obligations under the agreement,
16. where applicable, on the traders right to request a safety deposit or other financial security from the consumer, including the pertinent conditions,
17. where applicable, on the functionality of digital contents including technical protection measures for such contents,
18. where applicable - to the extent it is essential - on the interoperability of digital contents with hardware and software that the trader is aware of or can reasonably be expected to have been aware of, and
19. where applicable, the possibility of having recourse to out-of-court complaint and redress procedures the trader is subject to, and the conditions for such approach.

(2) In the event of a public auction, the information referred to in subsection 1 (2) and (3) might be substituted by information on the auctioneer.
(3) The information pursuant to subsection 1(8), (9), (10) may be provided by means of a model form stating the rights of withdrawal. The form satisfies the trader's obligation, provided it has been completed appropriately by the trader prior to being given to the client.

(4) The information provided to the client in accordance with subsection 1 is part of the contract. Any modifications are only effective when they have been explicitly agreed upon by both parties to the contract.
(5) If the trader has failed to provide to the client information on additional and other costs in accordance with subsection 1 Z 4, or on the costs for returning the goods in accordance with subsection 1 Z 9, the client does not have to bear these costs.
(6) The obligation to provide information in accordance with subsection 1 applies regardless of other obligations to provide information pursuant to statutory regulations based on the Directive on Services in the Internal Market (2006/123/EC – Federal Law Gazette No. L 376 dated Dec. 27, 2006, page 36) or on certain legal aspects regarding information services in the E-Commerce Directive (2000/31/EC – Federal Law Gazette L 178 of July 17, 2000, page 1) in particular those referring to electronic business transactions.

Information requirement for off premises contracts

Section 5 FAGG

(1) In the event of contracts concluded off-premises, the information referred to in Sec. 4 (1) shall be provided to the consumer on paper, or if the consumer agrees, on another durable data medium. The information must be legible, clear and comprehensible.
(2) The trader shall hand over to the consumer a paper copy of the signed contract, or a confirmation of the concluded contract, or upon the consumer's approval, a copy stored on another durable data medium. Where applicable, the copy of the contract or the confirmation of the contract shall include an acknowledgement of the consumer's approval and knowledge pursuant to Sec. 18 (1) Z11.

Providing information for distance contracts

Section 7 FAGG

(1) In the event of distance sales, the information referred to in Sec. 4 (1) must be provided to the consumer in a way which is appropriate to the communication channel used, and it must be clear and comprehensible. If the information is provided on a durable data medium, it must be legible.
(2) If the contract is concluded through a telecommunications channel where the time for presenting the information is limited in terms of space or time, the trader shall provide to the consumer at least the information provided in Sec. 4 (1) Z 1, 2, 4, 5, 8 and 14 on the essential characteristics of the goods or services, the name of the trader, the total price, the withdrawal right, the term of the contract and the conditions for terminating contracts with indefinite terms. This information must be provided through the same telecommunications channel prior to concluding the contract. The remaining information in Sec. 4(1) shall be provided to the consumer in an appropriate manner and in accordance with subsection 1.
(3) Within a reasonable period of time following the conclusion of the contract, however not later than upon delivery of the goods, or before the respective services are rendered, the trader shall provide to the consumer a confirmation of the concluded contract on a durable data medium, including the information specified in Sec. 4 (1), unless this information has already been given to the consumer on a durable data medium prior to the conclusion of the contract. Where applicable, the confirmation of the contract shall include an acknowledgement of the consumer's approval and knowledge pursuant to Sec. 18 (1) Z 11.

Special requirements in the event of e-contracts

Section 8 FAGG

(1) In the event that an electronic distance contract –not exclusively concluded by e-mail or a comparable individual electronic communications channel – obliges the consumer to make a payment, the trader has to notify the consumer in a clear and accentuated manner of the information set forth in Sec. 4 (1) Z 1, 4, 5, 14, and 15, prior to the latter's declaration of agreement.
(2) The trader has to ensure that the consumer explicitly confirms during the ordering process that the order is connected to an obligation of payment. If the ordering process requires pressing a button or a similar function, there must be a clear wording, such as "payment for order" or a similar, clear statement notifying the consumer that the order is connected with the obligation to make a payment to the trader. If the trader fails to comply with the obligations in this subsection, the contract or the declaration of contract shall not be binding upon the consumer.
(3) Trading websites shall indicate in a clear and comprehensible way and no later than at the beginning of the ordering process whether there are delivery restrictions and which means of payment are accepted.

(4) Subsections. 1 to 3 also apply on the contracts mentioned in Sec. 1 (2) Z 8. The provisions in subsection 2 (second and third sentence) are also applicable on the contracts mentioned in Sec. 1 (2) Z 2 and 3, provided that they have been concluded in the way described in subsection 1.

Definition of »durable data medium«: Paper, USB sticks, CD-ROMs, DVDs, memory cards, hard-disks, storable and reproducible e-mails.

Special requirements in the event of telephone sales

Section 9 FAGG
(1) In the event of telephone calls with consumers with a view to concluding a distance sales contract, the trader must inform the consumer at the beginning of the conversation of its name, its company name, or where applicable of the name of the person upon whose order it is acting, as well as the commercial purpose of the conversation.
(2) In the event of a distance sales contract for services negotiated during a call initiated by the trader, the consumer shall be under no obligation before the trader makes available to the consumer a confirmation of the offer on a durable data medium and the consumer subsequently submits to the trader a written acceptance of the offer on a durable data medium as well.

VII. Rights to withdraw

1. **Withdrawal from a brokerage agreement** (Sole agency agreement, brokerage agreement, brokerage agreement with a prospective client) if it is a distance or off premises contract (Sec 11 FAGG)

Right to withdraw and withdrawal period

Section 11 FAGG
(1) The consumer may withdraw from a distance or off-premises contract within a period of 14 days, without giving the reason for its withdrawal. The withdrawal periods commences on the date the agreement is entered into.

Omission of information on the right of withdrawal

Sec. 12 FAGG
(1) If the trader has failed to comply with its obligation to inform the consumer pursuant to Sec. 4 (1) Z 8, the withdrawal period specified in Sec. 11 shall be extended by twelve months.
(2) If the trader provides the information to the consumer within twelve months from the date relevant for the commencement of the period, the withdrawal period ends 14 days after the consumer has received the information.

Exercising the right of withdrawal

Section 13 FAGG
(1) The withdrawal does not require any specific format. The consumer may use the model form for withdrawals. The withdrawal period is complied with if the declaration is posted within the period.
(2) The trader may offer the consumer the option to complete the model withdrawal form or fill in and submit a declaration of withdrawal through its website. If the consumer uses this channel, the trader has to acknowledge receipt immediately, by means of a durable data medium.

Beginning of the execution of the contract before expiration of the withdrawal period

Section 10 FAGG
If a distance or off-premises service contract is about the provision of an indefinite volume or quantity of water, gas, electricity or district heat and the consumer requested provision before the end of the withdrawal period pursuant to Sec. 11, the trader must request the consumer to explicitly solicit early execution of the agreement on a durable data medium, provided that the contract was concluded off-premises.

Obligations of the consumer in the event of withdrawal from a contract for services, energy or water supply, or digital contents

Section 16 FAGG
(1) If, pursuant to Sec. 11 (1) a consumer withdraws from an agreement on services or the provision of energy or water as specified in Sec. 10, after having made a request in accordance with Sec. 10 and the trader subsequently started to fulfill the agreement, the consumer has to reimburse the trader for the amount which corresponds to the pro-rated share of deliveries (made up to the date of withdrawal) in relation to the agreed total contract price. If the total price is excessive, the payable pro-rated share is to be based on the market value of the services actually rendered.
(2) The consumer is not obliged to pay a pro-rated share pursuant to subsection 1if the trader has not met its obligation to inform the consumer in accordance with Sec. 4 (1) Z 8 and 10.

Exemptions from the rights to withdraw

The consumer has no right to withdraw regarding distance and off premises contracts of services after the service has been fully performed but, if the contract places the consumer under an obligation to pay, only if the performance has begun with the consumer’s prior express consent and acknowledgement that he will lose his right of withdrawal once the contract has been fully performed by the trader and if the consumer has provided prior express consent, that he loses the right of withdrawal after the service has been fully performed and in the case of service contracts which place the consumer under an obligation to pay where the consumer has specifically requested a visit from the trader for the purpose of carrying out repairs.

2. Rescission of contract pertaining to real estate pursuant to Section 30a Konsumentenschutzgesetz ("KSchG") [Austrian Consumer Protection Act]

A client who is a consumer (Section 1 KSchG) and
- has made a contractual statement on the day of the first visit to the premises,
- and if such statement refers to the acquisition of a tenancy right, any other right to use a property or to ownership, namely
- to a flat, a detached (one-family) house or a property suitable for construction of a detached (one-family) house and if
- the same is intended to be used for covering the consumer's own urgent need for accommodation or of that of a close relative

may declare within one week that he rescinds such contractual statement.

The time period begins to run only when the consumer has received a duplicate of the contractual statement and information regarding the right to rescind the same, i.e. either on the day after he made the statement or, if the duplicate including the information on the right to rescind the contractual statement was delivered later on, at such later point in time. In any case the right to rescind the contractual statement expires not later than one month after the date of the first visit.
Agreements on the payment of a down payment, forfeit money or the like prior to expiration of the period allowed for rescission pursuant to Section 30 a KSchG shall be ineffective.
The declaration of withdrawal is not bound to any particular form. The withdrawal period is met if the declaration of withdrawal is sent within the specified period (§ 3 Para. 4 of the Consumer Protection Act).

3. Withdrawal right in the event of door-step sales pursuant to Section 3 KSchG Consumer Protection Act

Only applicable on contracts which are explicitly exempted from the applicability of the FAGG (Act on Distance and Off-Premises Sales).
A customer who is consumer in the sense of Section 1 Consumer Protection Act has the right to withdraw up to the conclusion of the contract, or within 14 days following its conclusion, if
- its contractual declaration was made outside the trader's premises and
- it has not solicited business relations directly with the trader with a view of concluding a contract.

The term does not start before the consumer has been handed over a document containing the name and address of the trader, the data required to identify the contract, instructions on the withdrawal right, the withdrawal period and the process of exercising this right.

If the consumer is not informed of its right to withdraw, it shall be entitled to withdraw during a period of twelve months and 14 days following the conclusion of the agreement. In the event the trader hands over the document within twelve months following the beginning of the term, the extended withdrawal period shall end 14 days after the date the consumer receives the respective document.
The withdrawal notice does not require any specific format. The withdrawal period is complied with if the withdrawal notice is dispatched within the withdrawal period.

4. The right to rescind the contract in case of non-occurrence of essential facts or circumstances (Section 3a KSchG)

The consumer may rescind his application for a contract or the contract itself if

- with no initiative of his
- essential circumstances
- that were described by the entrepreneur as being likely
- have not occurred or have only occurred to a considerably smaller extent.

Essential circumstances are

- the necessary cooperation or consent of a third party,
- tax benefits, or
- public aid or a prospective loan.

The period for rescission of the contract is one week after the consumer is able to notice such non-occurrence if he was informed about such right to rescind the contract in writing. In any case, however, the right to rescind the contract will end one month after complete performance of the contract by both parties.
The consumer is not entitled to rescind the contract if

- in the course of the negotiations he knew or was required to have known about such non-occurrence;
- if the right to rescind the contract is negotiated in individual cases (not possible to include in a form); or
- if the contract was adjusted in an appropriate way.

The declaration of withdrawal is not bound to any particular form. The withdrawal period is met if the declaration of withdrawal is sent within the specified period (§ 3 Para. 4 of the Consumer Protection Act).

5. The right to rescind a developer contract pursuant to Section 5 BTVG [Austrian Developer Contracts Act]

The Developer Contracts Act introduced regulations intended to protect persons acquiring rights to buildings, flats and/or business premises which are yet to be built and/or to be renovated thoroughly. The Statute is only applicable to developer contracts in case of which advance payments of more than ATS 2,000 (Euro 145,35) per sq.m. of usable space must be effected.

The buyer may withdraw from his/her contractual statement if he/she does not receive the following information from the developer in writing until a week before concluding the contract:
1. the provisional content of the contract;
2. the provisional text of the agreement with the commercial bank in the event mandatory security is required to comply with Section 7 (6/2) of the Austrian Developers' Contract Act (Bauträgervertragsgesetz – BTVG, blocked account model);
3. the provisional text of the certification in accordance with Section 7 (6/3 c) of BTVG in the event mandatory security is required to comply with Sec. 7 (6/3) (solvency model in subsidized rental housing);
4. in the absence of the nomination of a trustee: the provisional text of the security (guarantee, insurance) to be issued in the event securities are required under the law of obligation (Sec. 8);
5. if applicable, the provisional text of the additional security according to Sec. 9 (4) to fulfill the mandatory security required by the developer by entry in the land register (Sections 9 and 10, installment plan A or B).

If the buyer does not receive the information listed under points 1-5 above including a written explanation of his / her right of withdrawal until at least one week before signing the contractual statement, he/she shall be entitled to withdraw from the contract. Withdrawal may be declared at any time before the contract becomes legally effective. After that withdrawal has to be declared within 14 days. The period of withdrawal begins on the date of receipt of the pertaining information, but not before the contract becomes legally effective. Notwithstanding the receipt of the information, the right of withdrawal will expire 6 weeks after the contract has become legally effective.

In addition, the purchaser may rescind his contractual statement if a residential construction subsidy on which the parties based the contract is not granted in full or to a substantial extent for reasons for which the purchaser is not responsible. Rescission of the contract must be declared within two weeks. The period for rescission of the contract commences as soon as the purchaser is informed of the fact that no residential construction subsidy will be granted and if at the same time or later he/she receives written information regarding the right to rescind the contract. The right to rescind the contract expires not later than six weeks after receipt of the information about the fact that no residential construction subsidy will be granted.

The buyer can declare withdrawal to the developer or the trustee in writing.

VIII. Tax effects in case of sale

1. Tax on Real Estate Gains and Speculations Gains (Real Estate Gains Tax)

Gains from the sale of privately held real estate have been subject to taxation since April 1, 2012, regardless of the time held. With regard to real estate, which was sold after March 31, 2012 there is a distinction between those properties that were previously purchased on/after April 1, 2002 (or April 1, 1997) and those purchased before that date (“old cases”).

»Steuerverfangene Immobilien«: 30% tax on the real estate gains

Those properties that were acquired as of April 1, 2002 (or April 1, 1997 if production costs were partly appreciated over a shorter period) are normally subject to a flat 30% real estate gains tax rate, based on the difference between purchase costs and sales proceeds. Renovation costs and production costs after the purchase are deductible to the extent they cannot be expensed. However, added is any depreciation on purchasing and production costs, and the special depreciation which was deducted in the process of calculating special income from letting and leasing (see details item 3 below), as well as partial deductibles for renovation expenses which have not yet been accounted for. Sales made on/before December 31, 2015 are subject to a tax rate of 25%. The previously valid 2% compensation for inflation per year can no longer be set off against the taxable profit (as of January 1, 2016).

NOTE: It is primarily in the case of rented properties that the real estate gains can normally only be determined in cooperation between the tax adviser and the real estate broker. The declaration and payment of the real estate gains tax has to be made by the drafter of the sales agreement, no later than on the 15th day of the second month following the actual payment of the purchase price.

”Old cases“: 4.2 % or 18 % tax on the total purchase price.

In the event the preceding purchase was before April 1, 2002 (or in the event of partial deductibles made in accordance with Sec. 28 (3) Income Tax Act of April 1, 1997) the actual sales proceeds will be taxed at a flat rate. In view of the legally imposed assumption of a 14% gain from the sale of the property, the resulting tax rates are

- 4.2% on the sales proceeds, or
- 18% on the sales proceeds, if there was a re-designation or rezoning after January 1, 1988.

It is possible in any case to request a calculation of the speculative gain and to have it taxed at a rate of 30% or using the applicable income tax rate. Pursuant to Sec. 20(2) EStG also ancillary transaction costs are deductible in that case.

2. Exemptions from the Real Estate Gains Tax

A**) For primary residences**

There is no real estate gains tax if a property was used as a primary residence for at least two years without interruption, from the moment of acquisition to its sale, or if it was used as a primary residence for a period of at least five years during the last ten years without interruption.

B) **For self-made buildings**

The exemption also applies to self-made buildings (seller is also principal / builder) if these buildings were not used to generate rental income during a period of 10 years prior to their sale.

C) **Further exemptions**

Further exemptions are provided for exchanges in connection with the reallocation/consolidation of farmland and similar transactions, as well as the application of certain taxes to the speculations tax, such as land acquisition taxes, taxes on the income of foundations, and inheritance / gift taxes during a period of three years prior to the sales transaction.

3. Calculation of partial deductibles and the speculative gain

When calculating the speculative gain of “new cases”, any partially accelerated depreciation of production costs and the pro-rated depreciation of renovation cost (based on ten years) that were previously accounted for must be added to the taxable gain. According to Sec. 30 (3) Income Tax Act, these costs are included in the speculative gain and are therefore subject to the special tax rate of 25%.

In the event of the sale of leased properties defined as “old cases”, the sales profit will principally be subject to a flat 3.5% tax rate on the sales proceeds. However, added to this amount will be a 25% tax applied on 50% of the depreciated production costs accounted for during the last 15 years prior to the sale (normally depreciable over 15 years, in special cases over 10 years).

4. Loss of the depreciation of one tenth or one fifteenth

If the seller has filed an application for depreciation of outlays for maintenance, repair and construction in partial amounts pursuant to Section 28 paras 2, 3 and 4 EStG 1988 (depreciation of one tenth or one fifteenth, respectively), the right of depreciation of the one tenth or one fifteenth amounts not claimed at the time of the sale will be lost for both the seller and the buyer (special regulation in case of acquisition mortis causa).

5. Adjustment of VAT input tax and VAT

VAT input taxes resulting from purchase and production costs and from major repair work must be adjusted on a pro-rated basis during the following 19 years, if conveyed between living persons. For investment properties which were used before April 1, 2012 there are transitional provisions with a nine-year adjustment period. A legal successor using a property as an investment object, such as an apartment building, can avoid an adjustment of the VAT input tax, by adding 20% VAT to the sales price. As the VAT is part of the purchase price, a pertinent reference must be included in the purchase agreement.

The effects of the First Stability Act 2012 should be noted in the event that the tenant's right to deduct the VAT input tax does not apply on almost all of the tenant's revenues. It is therefore recommendable to discuss the VAT-related aspects with a tax advisor in detail before the purchase contract is drawn up.

6. Sale of real estate consisting of woodland

The hidden reserves from the standing wood will be disclosed and subject to tax.

Withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

- To [here the trader's name, geographical address and, where available, his fax number and e-mail address are to be inserted by the trader]:

Wohnkonzept Real Estate GmbH
Daniela Schachinger, Dipl.-IM
Bauernmarkt 10/20a
1010 Wien
Austria
E-Mail: office@wohnkonzept.immo

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

....

....

- Ordered on (*)/received on (*): ....

- Name of consumer(s): ....

....

- Address of consumer(s): ....

....

....

....

- Signature of consumer(s) (only if this form is notified on paper)

- Date ....

(*) Delete ....

Model withdrawal form according to annex 1 to Federal Law Gazette I 2014/33