



## HAND-OVER NOTICE AND EXPLANATORY NOTE

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The Seller, Le Parc Residential Estate (Pty) Ltd, has instructed us to notify you that the Building and related infrastructure of your Property, is nearing completion, currently estimated for

\_\_\_\_\_.

You have been contacted by the Selling Agent and the **Hand-over Date** has been agreed to as

\_\_\_\_\_.

You have indicated that you wish \*to attend / not to attend a Hand-over meeting, of which the intention is, amongst other things, to:

- do the actual key-handover,
- do a walk-through and inspection,
- explain the rest of the process re municipal and consumable services,
- confirm the meaning and setting of the Date of Possession and re-iterate that as the date of commencement of occupational interest payable,
- ensure recordal of the water meter reading on the Hand-over Certificate,
- sign confirmation of receipt of the Hand-over Certificate, keys and building.

You have agreed \*to meet / not to meet with the Selling Agent at the Le Parc Sales Office at

\_\_\_\_\_ (date and time) for purposes of attending the Hand-over meeting.

You are however always welcome to arrange for the viewing of your Property prior to the Hand-over Date, by prior arrangement with our Selling Agents.

The estimated **Date of Possession** is thus a date which can either be:

- \_\_\_\_\_, being 7 days after the Hand-over Date (irrespective of whether you elected to attend the Hand-over meeting or not)

**OR**

- 7 days after your Occupation Certificate has been issued by the Local Authority,

whichever is the earlier of these dates.

**Occupational interest** will thus be payable as from the Date of Possession until Transfer Date, irrespective of whether the Property was so occupied by yourself or not.

Lustigan Road, Paarl, 7646  
**+27 (0)21 205 0800 • leparc.co.za**

**Le Parc Residential Estate (Pty) Ltd**  
Company Reg No: 2000/013425/07 | VAT: 4370 1979 58

Please note that Clause 6.4 and 6.5 of the Agreement of Sale reads as follows in respect of **Occupational interest** payable and the calculation thereof:

6.4 In the event that the Date of Possession occurs prior to:

6.4.1 the Hand-over Date, the Selling Agent will still proceed with arranging a formal Hand-over meeting as envisaged herein, for as soon as possible after Practical Completion has occurred;

6.4.2 the Transfer Date, the Purchaser shall be liable towards the Seller for occupational rental calculated at a rate equivalent to the Prime Rate of the Purchase Price per month, calculated from such Date of Possession until Transfer Date, payable monthly in advance to the Seller, irrespective of whether physical occupation has taken place, or not. This occupational rental will increase to the Prime Rate plus 2 percent, within 60 (sixty) days from Date of Possession, should transfer of the Property not have been finalised, irrespective of the reason for such transfer not having been finalised.

6.5 It is specifically recorded notwithstanding the terms of clause 6.1 above that actual physical occupation of the Property shall not be available to the Purchaser, unless he or she has complied with all suspensive conditions of this Agreement, signed all the documentation relevant to the transfer of the Property, delivered any and all necessary guarantees and paid the deposit and / or all further deposits, in order to secure the Purchase Price (or balance thereof), as well as all costs for which he or she may be liable in order to proceed with registration of transfer of the Property.

**Occupational interest** must be paid into the Transferring Attorneys account, prior to registration, with the following details:

Account Name	VZK Inc
Bank	Standard Bank
Branch Code	051 001
Account Number	071 976 760
Reference	Your surname and Erf/Unit nr

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VZK

The Purchaser is also reminded regarding **interim levies, rates and taxes and consumable services** of the following clause in the Deed of Sale:

9.2 The Purchaser shall however also be liable for all consumable services used by it in terms of occupying this property from Date of Possession until Transfer Date, and thereafter. In this regard, the Purchaser shall be responsible for making its own arrangements for water and electricity connection and supply and shall be responsible for payment thereof respectively as from Date of Possession.

9.3 The Purchaser further acknowledges that electricity supply shall be arranged with the Drakenstein Municipality and will be provided on a "pay-as-you-go"-basis. Water supply shall be arranged with the MHOA and consumption thereof will be added to the monthly levy bill to be issued by the MHOA, according to the consumption reading on the water metre supplied for the Property. For purposes of the initial water meter reading, the parties undertake that it shall agree to the reading taken mutually on the Hand-over Date and completed as such in writing on the Hand-over Certificate.

Thank you and all the best with these final arrangements!

**The Sales Team**

Le Parc Residential Estates (Pty) Ltd

Client signature: \_\_\_\_\_

Date: \_\_\_\_\_

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