

Annexure “C”

MEYERSDAL VIEW HOME OWNERS ASSOCIATION NPC ESTATE AGENTS ACCREDITATION AGREEMENT

Between

(hereinafter the “Agent”)

and

The Meyersdal View Homeowners Association NPC
(hereinafter the “HOA”)

I/We the undersigned hereby agrees

ESTATE AGENCY NAME	:	<hr/>
WORK TELEPHONE NUMBER	:	<hr/>
HOME TELEPHONE NUMBER	:	<hr/>
FACSIMILE NUMBER	:	<hr/>
AGENTS CELLULAR NUMBER	:	<hr/>

1. The Agent hereby confirms that:

1.1. It is in possession of the following documents of the HOA:

- 1.1.1. Memorandum of Incorporation; and
- 1.1.2. The Estate Rules; and
- 1.1.3. Architectural and Operational Guidelines; and
- 1.1.4. Builders Code of Conduct.

(All of which may be amended from time to time)

1.2. It is aware of and understands the contents of the abovementioned and hereby undertakes to:

- 1.2.1. Explain the contents thereof to all Purchasers and Tenants;
- 1.2.2. Attach a copy of 1.1.2 and 1.1.3 above to the Deed of Sale / Lease Contractor any other Contract that will allow Transfer or Occupation of the Property in the Estate.
- 1.3. It is aware that a Clearance Certificate is required for Lodgement with each Transfer, whether the Property is Transferred directly or indirectly by the Shares in a Company or Membership in a Close Corporation or any Contract that allows for this. The Certificate can be obtained from the HOA's duly appointed Managing Agent.
- 1.4. The Sale Agreement will contain the following clauses:
 - 1.4.1. The Purchaser acknowledges that he / she is required upon Registration, to become a Member of the HOA and agrees to do so subject to the Memorandum of Incorporation and Title Deed Conditions.
 - 1.4.2. The Seller shall be required to ensure that in addition to all other Conditions of Title and/or subdivision referred to above following Conditions of Title be inserted in the Deed of Transfer:

“Every Owner of the Stand, or any Subdivision thereof or any interest therein or any unit thereon, shall become and shall remain a Member of the HOA and be subject to its Constitution until he/she ceases to be an Owner as aforesaid.

Neither the Stand nor any other subdivision thereof nor any Unit thereon shall be transferred to any person who has not bound himself / herself to the satisfaction of the Association to become a Member of the Meyersdal View Home Owners Association NPC.

The Owner of the Stand or any subdivision thereof or any interest therein or any Unit thereon, shall not be entitled to Transfer the Stand or any subdivision thereof of any interest therein or any Unit thereon without a Clearance Certificate from the Meyersdal View Home Owners Association NPC and that the provision of the Memorandum of Incorporation of the Meyersdal View Home Owners Association NPC have been complied with”.
- 1.5. Under no circumstances shall the Agent, acting on behalf of the Seller be allowed to misrepresent or allow to be misrepresented the rules and / or conditions of the Estate or the rights attached to a Stand. In particular, no false claims are to be made in respect of Common Property.
- 1.6. The Agent agrees to abide by the following marketing guidelines:
 - 1.6.1. The Agent will **NOT** be allowed to place a “For Sale” or “Sold” board in front of the House or Stand being on Sale or Sold.
 - 1.6.2. The Agent agrees that no prospective Buyer will be allowed into the Estate without the Agent being present.

1.6.3. The Agent will be responsible for:

1.6.3.1. Meeting clients / prospective Buyers at the Security Entrance;

1.6.3.2. Making sure that clients / prospective Buyers register with Security;

1.6.3.3. At all times escort the client / prospective Buyers through the Estate;

1.6.4. Clients / prospective Buyers visiting a show house will only be allowed entry to the Estate after the register at the Entrance has been completed and permission to enter has been received from the Agent which would have to be in the Estate at the time.

1.6.5. Direction boards will be allowed only on the day of the showing. These boards must be removed immediately after the showing.

1.6.6. The Agent undertakes not to do any door-to-door pamphlet drops or any other form of soliciting within the Estate.

1.6.7. Under no circumstances whatsoever will the Guards at the gate be allowed to distribute the same on behalf of any Agent.

THUS DONE AND SIGNED by the PARTIES at the places and on the dates reflected beneath their signatures.

AGENTS NAME	:	
DATE	:	
PLACE	:	
SIGNATURE	:	
WITNESS 1 SIGNATURE	:	
DATE	:	
PLACE	:	
WITNESS 2 SIGNATURE	:	
DATE	:	
PLACE	:	