

ACKNOWLEDGEMENT (RIDGE TOWN CENTRAL)

1. It is recorded that TRAPEZOID INVESTMENTS (PTY)LTD, Registration Number 2003/023826/07 (hereinafter referred to as "the SELLER") and _____ (hereinafter referred to as "the PURCHASER") intend entering into a CONTRACT OF SALE in terms of which the PURCHASER, shall purchase the property described as Section No. _____ RIDGE TOWN CENTRAL from the SELLER.

2. Insofar as the provisions of Section 49 of the Consumer Protection Act No.86 of 2008 (hereinafter referred to as "the ACT") apply to the provisions of the aforesaid CONTRACT OF SALE, the PURCHASER specifically acknowledges that:
 - (a) the provisions of paragraphs 3.3, 3.4, 3.6, 3.11, 3.12, 5.1, 5.2.6, 5.2.7, 5.4, 6.2, 6.3 and 7.5, of the CONDITIONS OF SALE to the CONTRACT purport to limit the risk or liability of the SELLER or the ASSOCIATION or the BODY CORPORATE;
 - (b) the provisions of paragraph 5.3 of the CONDITIONS OF SALE to the CONTRACT, constitute an assumption of risk by the PURCHASER;
 - (c) the provisions of paragraphs 5.2.6, 5.10, 10.2 and 14 of the CONDITIONS OF SALE to the CONTRACT, impose an obligation on the PURCHASER to indemnify the SELLER; and
 - (d) the provisions of paragraphs 2.2 and 3.1 of the CONTRACT and paragraphs 3.6, 5.1, 5.10, 7.1, 7.8, 8.2, 9 and 13 of the CONDITIONS OF SALE to the CONTRACT, constitute an acknowledgement of fact by the PURCHASER.

3. Notwithstanding the aforesaid, the SELLER and the PURCHASER acknowledge and agree that all the terms and conditions of the CONTRACT are material, however, in an endeavor to comply with the

provisions of Section 49 of the ACT, insofar as it may apply to the provisions of the CONTRACT, the aforesaid specific acknowledgements have been made.

4. The PURCHASER specifically acknowledges that in terms of the CONTRACT OF SALE in the event of the PURCHASER paying the deposit referred to in paragraph 1.6.1 of the CONTRACT OF SALE, however, failing to make payment of the second and/or subsequent deposit(s) (as referred to in paragraph 1.6.2 and 1.6.3 of the CONTRACT OF SALE), once the CONTRACT OF SALE has become unconditional, the SELLER shall have the right, in the SELLER'S sole option and discretion, and without prejudice to any rights the SELLER may have in terms of the CONTRACT OF SALE or at Law, to cancel the CONTRACT OF SALE after giving the PURCHASER the required notice (see paragraph 11 of the CONDITIONS OF SALE), and to retain the initial deposit paid by the PURCHASER (referred to in 1.6.1 of the CONTRACT OF SALE), as partial off-set against damages suffered by the SELLER as a consequence of the PURCHASER'S breach of the CONTRACT OF SALE.
5. The PURCHASER acknowledges that it understands the English language and considers itself fluent therein.
6. The PURCHASER acknowledges that it has had an opportunity to carefully read and consider the provisions of the CONTRACT OF SALE and that it has been free to secure independent legal advice in respect of the provisions of same. In addition, the PURCHASER acknowledges that the SELLER undertook that the SELLER or the CONVEYANCERS would explain any provision of the CONTRACT OF SALE which the PURCHASER may not have understood fully and, to the extent that the PURCHASER made the SELLER aware of any provisions of this CONTRACT it did not understand, such provisions were fully explained to the PURCHASER.
7. The PURCHASER acknowledges that the CONTRACT constitutes the sole basis of the contract between himself and the SELLER, and that he has not

been induced to enter into such CONTRACT by any representations or warranties other than those contained in the CONTRACT and he shall be deemed to have satisfied himself in regard to all other relevant matters of whatsoever nature not specifically dealt with in the CONTRACT. The PURCHASER confirms that, to the extent that any representations or warranties in respect of the PROPERTY were made to the PURCHASER, prior to the DATE OF SIGNATURE of the CONTRACT, such representations and/or warranties shall not be binding on the SELLER.

8. The PURCHASER acknowledges that the CONTRACT constitutes the sole basis of the contract between himself and the SELLER, and that he has not been induced to enter into such contract by any representations or warranties (including, but in no way limited to, any artist's impression of the SCHEME, whether contained in any letter, brochure, advertising material or otherwise) other than those contained in the CONTRACT and he shall be deemed to have satisfied himself in regard to all other relevant matters of whatsoever nature not specially dealt with herein. The PURCHASER confirms that, to the extent that any representations or warranties in respect of the PROPERTY were made to the PURCHASER, prior to the date of signature of the CONTRACT, such representation and/or warranties shall not be binding on the SELLER, to the extent that they are not contained in the CONTRACT.

Signed by the PURCHASER at on this..... day
of..... 20_

AS WITNESSES:

1. _____

PURCHASER

Signed by the SELLER at on this..... day
of..... 20_

AS WITNESSES:

1. _____

TRAPEZOID INVESTMENTS (PTY) LTD herein
represented by _____, he being
duly authorized hereto by a Resolution of Directors
(SELLER)