

ACKNOWLEDGEMENT (SEASONS COURT)

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. _____ SEASON’S COURT 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 3.4, 3.6, 4.2.2, 5.1, 5.2.7, 5.4 and 7.5, of the CONDITIONS OF SALE to the CONTRACT purport to limit the risk or liability of the SELLER;
 - (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 acknowledges that it understands the English language and considers itself fluent therein.

5. 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.

Signed by the PURCHASER at on this..... day of..... 2011

AS WITNESSES:

1. _____

1. _____

PURCHASER

Signed by the SELLER at on this..... day of..... 2011

AS WITNESSES:

1. _____

1. _____

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