



RESIDENTIAL STAND REGISTRATION FORM

A Project of Umnotho Leruo investment Co-operative

Address: Plot 79 Rietfontein, Muldersdrift, 1747, **GAUTENG**

☎ 010 595 9727 **or** 010 634 0462

WhatsApp: 076 130 5761 **Fax:** 086 549 4589

info@umnotho.org.za www.umnotho.org.za

YOU CAN SECURE A RESIDENTIAL STAND AS:

- An Individual
- A Company/Co-operative/Trust/NPO or NPC
- A Stokvel OR Group (2 or more people)

**Registration Fee is R1000.00
per Stand**

**CHOOSE YOUR
STAND SIZE**

Mark with ✕

150m² for R75 000

300m² for R150 000

450m² for R225 000

600m² for R300 000

If you pay the full amount, you
qualify for a **10% discount**.
If you pay full amount within 3
months, you qualify for a
5% discount.

Payment Options

How would you like to pay for your Stand?

Mark with ✕

Cash/Lump Sum (with 10% discount)

Within 3 Months (with 5% discount)

In 12 Monthly Installments

In 24 Monthly Installments

In 36 Monthly Installments

How much deposit are you able to pay?

R

Paying a deposit helps to lower your monthly
instalment. The higher the deposit the lower
the monthly instalment.

**Monthly
Installment**

R

Example: Calculating Monthly Installment

R75 000 – R10 000 (Deposit) = R65 000.

R65 000 ÷ 36 Months = **R1 805.00** (Installment).

Mark with ✕

What would you like to build on your Residential Stand?

(You can choose more than one)

My Own House

Rental Units

Other

(Specify)

PERSONAL INFORMATION

First Names		Surname			
ID Number		Male	<input type="checkbox"/>	Female	<input type="checkbox"/>
Cell Number		Email			
Other Contact Number					
Disability?	Yes/No	If Yes, please describe			

Your Residential Address:.....
..... Postal Code:.....

BENEFICIARY NOMINATION

Upon permanent disability/death of a Member, his/her contributions or property will be transferred to the
nominated beneficiary.

Beneficiary Name			
ID Number/Date of Birth		Contact Number	
Relationship to Applicant			

COMPANY / GROUP/STOKVEL

If you are securing a Stand as a group, company or stokvel, fill in this part.

Company/Group/Stokvel Name			
Company Reg Number			
Company Tel Number		Email:	
Company/Stokvel Address:..... Postal Code:.....			
Name of Representative/ Company Proxy			
ID/Passport No		Contact Number	
Email Address			

ALTERNATIVE CONTACT PERSON

Name			
ID/Passport Number		Contact No	
Email Address			

1. A non-refundable **Registration Fee of R1 000.00** is payable to secure a Residential Stand.
2. Choose your preferred Stand Size from 150m² to 600 m².
3. You can pay for your Stand as a lump sum or in monthly installments. You can choose your payment plan from 12 to 36 monthly installments.
4. If you pay the total Stand Amount as a lump sum, you qualify for a 10% discount.
5. If you settle your Stand Amount within 3 months from the Commencement Date, you qualify for a 5% discount.
6. If you pay in monthly installments, your first installment should be paid within 60 days from the Commencement Date. Should you fail to make the first instalment within 60 days from the commencement date, Umnotho will conclude that you lost interest in the Stand, and this Agreement shall automatically terminate and be of no force and effect.
7. After paying for the Stand, Umnotho will issue a Paid-Up letter.
8. You are aware that Stands may take up to 16 months to be ready for construction.
9. Umnotho may only allocate Stands if 80% of the Stand Amount is paid.
10. **Banking Details:** Umnotho Leruo Investment
FNB Account: 6288 4611 247
Branch Code: 210636 (Cradlestone Mall Branch)
Swift Code: FIRNZAJJ
Reference: ID Number.
11. You can also pay at Pick n Pay, Usave, Shoprite, Checkers, Woolworth, Game, Spar, or Boxer, using the EasyPay. After registration, Umnotho will send your unique EasyPay account number.
12. You can submit the Registration Form and Proof of Payment at Umnotho's Offices at Plot 79 on R114 Road, Rietfontein, Muldersdrift.
13. You can also email the Registration Form to: info@umnotho.org.za.

Initial: _____

You can register online: www.umnotho.org.za

UMNOTHO RESIDENTIAL STAND TERMS AND CONDITION (TERMS)

1. Definitions

The following words are defined for consistency. These words will begin with a capital letter, where indicated. Singular words include the plural and the other way round.

- 1.1. **“Agreement”** means Umnotho Residential Stand Terms and Conditions, that are accepted and signed by the Member.
- 1.2. **“Allocation List”** means a list of Members duly prepared by Umnotho, arranged in order of the first Member to finish paying for the Stand, to the last Member to finish paying.
- 1.3. **“Basic Services”** includes water, sanitation, electricity, roads, stormwater system and refuse removal.
- 1.4. **“Commencement Date”** means the date of signature of this Agreement.
- 1.5. **“Environmental Impact Assessment (EIA)”**, means a legal process of evaluating the environmental impacts of a proposed development, which includes but not limited to Fauna and Flora Studies, Geotechnical Studies, Heritage Impact Assessment and Flood Line Certification.
- 1.6. **“Erf”** means a stand or a plot of land within Umnotho's developments.
- 1.7. **“Investment and Stand Amount”** means the money a Member pays to secure a Stand within Umnotho's developments.
- 1.8. **“Member”** means the person or an organization entering into this Agreement with Umnotho.
- 1.9. **“Municipality”** means Mogale City Local Municipality, a municipality established in terms of section 12 (1), read with section 14 (2) and section 90 (2) of the Local Government Municipal Structures Act 117 of 1998.
- 1.10. **“Nominated Beneficiary”** means a person nominated by the Member to receive proceeds of their Investment, in the event of the Member's death or permanent disability.
- 1.11. **“Parties”** means Umnotho and the Member; and **“Party”** shall have the corresponding meaning within the context of the relevant clause(s).
- 1.12. **“Payment Period”** means the monthly installment period chosen by the Member on the Registration Form.
- 1.13. **“Project”** all the relevant project activities aimed at acquiring land and subdividing the land into Residential Stands, which are to be transferred to Members who paid the full Stand Amount.
- 1.14. **“Registration Form”** means the form, where a Member fills in their information, their selected Stand size and the payment period. The Registration Form is part of the Agreement.
- 1.15. **Sectional Title** means separate ownership of units or sections within a complex. Sectional title dwellings comprise of semi-detached houses, townhouses, flats, or apartments.
- 1.16. **“Selected Stand”** means the Stand size selected by the Member on the Registration Form.
- 1.17. **“Stand”** means an Erf or a plot of land within Umnotho's Townships, zoned for residential or commercial purposes.
- 1.18. **“Township”** means land that is divided into residential and commercial Stands. The divided sites can be transferred to Members.
- 1.19. **“Township Establishment Application”** means a legal process of converting farmland to a Township. The Township Establishment Application is considered and approved by the concerned municipality.
- 1.20. **“Umnotho”** means Umnotho Leruo Investment Primary Co-operative Limited, with registration number 2020/003656/24; and having its registered office at Plot 79 on R144 Road, Rietfontein, Muldersdrift, Krugersdorp, 1747, South Africa.
- 1.21. **“Umnotho Housing”** means a Project by Umnotho; which recruits Members to collectively purchase land. The land is to be subdivided into residential and commercial Stands. The Stands will then be transferred to Members.

2. Introduction

- 2.1. These Terms and Conditions are a binding Agreement between the Member and Umnotho. These Terms become effective upon signing this Agreement.
- 2.2. Umnotho is a legal entity owned by its Members and managed by a board of directors, which is elected by Members at the Annual General Meeting (AGM).
- 2.3. The Member hereby agrees and consents to be a Member of Umnotho. Members are liable for a non-refundable annual membership fee of R100 payable at the beginning of Umnotho's financial year, which is from 1 April to 31 March. The membership fee is payable until termination of membership.
- 2.4. Umnotho advances a funding model that includes Member Investments, government grants, housing subsidies, and donor funding.
- 2.5. Umnotho employs a self-help and self-funded approach to housing, which was introduced by Umnotho For Empowerment to secure land for the following developments:

Housing Development	Purchased Land	Title Deed
Greengate Ext 60	Portion 130 Rietfontein 189-IQ	T32772/2015
Greengate Ext 74	Portion 79 Rietfontein 189-IQ	T54025/2015
Greengate Ext 114	Re: Portion 4 Rietfontein 189-IQ	T42789/2021
Mogale Ext 28	Portion 63 Nooitgedacht 534-JQ	T98970/2015

3. Umnotho Housing: Mission and Objectives

- 3.1. The mission is to organise families in need of decent housing. The families co-operate in acquiring land, which is subdivided into residential Stands. The Stands are transferred to each Member family to start building their own house.
- 3.2. Umnotho Housing aims to achieve the following objectives:
 - 3.2.1. To lower the cost of land and housing, and to allow low-income families to build their own homes.
 - 3.2.2. To promote decent housing for low-income families.

4. Payments

- 4.1. To acquire a Stand at Umnotho, the Member must deposit a non-refundable registration fee of R1 000 per Stand. The following amounts will secure the Member a Residential Stand at Umnotho:
 - 4.1.1. R75 000 will secure a 150m² Stand.
 - 4.1.2. R150 000 will secure a 300m² Stand.
 - 4.1.3. R225 000 will secure a 450m² Stand.
 - 4.1.4. R300 000 will secure a 600m² Stand.
- 4.2. Payments for Stands and fees must be paid into **Umnotho Leruo Investment's FNB Bank Account: 6288 4611 247**.
- 4.3. The Stand Amount can be paid as a lump sum or in monthly installments, from 12 to 36 months.
- 4.4. Should the Member prefer to pay for the Stand in monthly installments, the Member shall also choose their preferred Payment Period.
- 4.5. The Member will have 60 days from the Commencement Date, to pay the first monthly installment. Should the Member fail to pay the first installment within 60 days, this Agreement shall automatically terminate and be of no force and effect.
- 4.6. A Member may only be in arrears not exceeding 6 monthly installments. Should a Member's account be in arrears that are more than 6 monthly installments, a monthly penalty equaling to 1% of the total amount in arrears will be charged until the defaulting Member pays the amount in arrears. Should the Member still be in arrears after the end of the Payment Period the penalties will be charged as per clause 4.8 of this

Initials: _____

Agreement.

- 4.7. If a Member is unable to pay the arrears in a single installment, the Member can apply for a respread of arrears. A respread of arrears is where the arrears amount is spread over a period of months. In such an event the Member will no longer be in arrears, but the monthly instalment amounts will increase with a portion of the respread arrears.
- 4.8. Should the Member fail to pay the full Stand Amount within the Payment Period, a penalty of 0.5% of the remaining balance shall be charged per month. The penalty will automatically be deducted from the Member's account.
- 4.9. Should the Member fail to settle the outstanding balance 12 months after the Payment Period, Umnotho may decide to terminate this Agreement and refund the Member as per clause 12.6.
- 4.10. Members must keep copies of their proof of payment.

5. Town Planning

- 5.1. For every portion of land purchased for the Project, Umnotho will conduct the Environmental Impact Assessment (EIA) and follow the required town planning processes until every development achieves township proclamation.
- 5.2. Umnotho may decide to allocate Stands before the township proclamation is achieved, however Umnotho will first have to complete the following studies and processes:
 - 5.2.1. Land Surveying;
 - 5.2.2. Geotechnical Investigation;
 - 5.2.3. Environmental Impact Studies;
 - 5.2.4. Heritage Impact Assessment;
 - 5.2.5. Civil and Electrical Engineering Reports;
 - 5.2.6. Traffic Impact Assessment;
 - 5.2.7. Environmental Authorisation;
 - 5.2.8. Township Layout approved by Municipality;
 - 5.2.9. Infrastructure Engineering Designs;
 - 5.2.10. Installation of basic services infrastructure;
 - 5.2.11. Pegging of Stands, and Architectural Plans for houses.
- 5.3. Members are aware that the Project may face delays due to town planning processes and studies conducted. Due to these external factors, Umnotho may be unable to stipulate the exact dates when the Stands will be allocated to Members. Members will, however, be updated regularly on the progress of the Project through timely reports and meetings.
- 5.4. The Member waives any right it may have to compel Umnotho to distribute the Stands at a particular time.
- 5.5. Members are aware that during the application of township establishment processes, Umnotho may rent out part of the land to third parties to raise funds for the upkeep of the land.
- 5.6. Members shall not invade the properties secured for the Project or disturb any construction meant for the Project. Should a Member attempt such, such will be deemed a breach of this Agreement and Umnotho shall be entitled to terminate the Agreement and recover from the defaulting Member damages for the breach.

6. Installation of Basic Services Infrastructure

- 6.1. In each Project, Umnotho aims to achieve the following Basic Services infrastructure:
 - 6.1.1. Water Reticulation and Sanitation;
 - 6.1.2. Electrical Reticulation and Street Lighting;
 - 6.1.3. Roads and Stormwater Drainage System.
- 6.2. Members are aware that the price of the Stand does not include the installation of all Basic Services infrastructure, Umnotho will prioritize the installation of water and sewer infrastructure. To achieve all the required Basic Services, Umnotho aims to apply for government infrastructure grants and available housing subsidies.
- 6.3. As an option to achieve Basic Services, Umnotho may give Initials: away part of the land in exchange for basic services

infrastructure.

- 6.4. Members understand and agree that should there be a need or shortfall in funding, Umnotho may consult the Members to contribute towards securing bulk or internal services infrastructure. Umnotho will have to prove the need or the shortfall before Members can contribute additional funds.
- 6.5. Members will be responsible for the reticulation of services in their chosen Stands as per their architectural plans.
- 6.6. In the event that Umnotho secures a loan to fund the installation of infrastructure, the Member understand and agree that each Member shall be jointly and severally liable for performing all of Umnotho's (the borrower) obligations under the Loan Agreement, which includes repaying the loan.
- 6.7. In anticipation of the loan agreement, Member hereby understands and agree that Umnotho may grant the lender as security or collateral for the loan, an enforceable claim which gives the creditor the right to repossess all or part of Umnotho's property, including the land.
- 6.8. The Member hereby grant Umnotho their consent to conclude any other agreement with third parties that have a material interest in the Project.

7. Stand Allocation

- 7.1. Members will be given the opportunity to choose their preferred Stands on the Township layout.
- 7.2. The minimum Stand size at Umnotho is 150 square meters.
- 7.3. Members are aware that Stands may not be the exact size as their Selected Stand on the Registration Form. Stands may be bigger or smaller than their Selected Stands.
- 7.4. Should a Member be allocated a Stand bigger than their Selected Stand, the additional square meters of land will be charged at R500 per square meter. Umnotho will only charge if the additional square meters exceed 20 square meters.
- 7.5. Should the Member be allocated a Stand smaller than the Selected Stand, Umnotho will only refund the Member if the allocated Stand is smaller by more than 20 square meters. The refundable amount will be calculated at R500 per square meter.
- 7.6. Stands will be allocated as per the Allocation List. The Member waives any right it may have to compel Umnotho to allocate Stands in any particular order.
- 7.7. Stands may only be allocated to Members who paid 80% and more on their Stand amount.
- 7.8. The allocation of Stands will be subject to the terms and conditions of a Permission To Occupy (PTO) that will be granted to Members who allocated Stands. The PTO will specify the rights, responsibilities, and limitation of the Member as a landowner.

8. Title Deeds

- 8.1. Each Stand will have a title deed. After Township proclamation, Members will pay transfer fees for the Stands to be registered in their names at the deeds office.
- 8.2. Title deeds may be in the form of a full title or a Sectional Title depending on the development where the Member is allocated.
- 8.3. Should Umnotho adopt a semi-formal development approach, Umnotho will allocate Stands to Members before the township proclamation. Umnotho will issue each allocated Member with a Permission to Occupy (PTO), which will give ownership to the allocated Stand while waiting for a Title Deeds.
- 8.4. There may be common areas, which may include, but not limited to parking, toilets, playground, and recreational facilities. The common areas will be available to owners and tenants.
- 8.5. Umnotho may choose to retain management of the common areas or establish a body corporate. Umnotho or the established body corporate will charge and collect levies for the maintenance and upkeep of the common areas.

9. Construction of Houses

- 9.1. Umnotho will appoint a resident architect to issue architectural guidelines for each Stand and to approve building plans.
- 9.2. Members may bring their own architects; however every building plan must first be approved by Umnotho's resident architect.
- 9.3. No shacks or unauthorized structures will be allowed.
- 9.4. Members will have 5 years to build their houses.
- 9.5. Members who will later rezone their Stands into a different land use, will apply for rezoning at their own cost.
- 9.6. Members are expected to cover their own costs in terms of:
 - 9.6.1. Architectural fees or building plans;
 - 9.6.2. Municipal fees for registering building plans;
 - 9.6.3. Fees for building inspectors; and
 - 9.6.4. Fees for rezoning certificates should Members wish to use their Stands for non-residential activities.
- 9.7. Members agree to comply with municipal building standards, regulations and by-laws concerning land ownership and homeownership, including but not limited to neighbour laws, the Environmental Conservation Act 73 of 1989 and Noise Control Regulations.
- 9.8. After paying for the Stand, Members are encouraged to save towards building their own houses and for related costs. As a value-add, Umnotho members have registered a Co-operative Financial Institution (**Community Bank**) with the South African Reserve Bank (CFI0002). Through the Community Bank, Members can save towards building their own houses and later access building loans to compliment their savings. Registration is voluntary and registration forms are available on Umnotho's website: www.umnotho.org.za. To join the Community Bank, a joining fee of R200 is applicable and a share contribution of R500 secures a Member one share in the Community Bank.

10. Management of the Project

- 10.1. Umnotho is a Member-owned organisation managed by the board of directors, which comprises of 9 directors.
- 10.2. The board of directors is elected by Members at the Annual General Meeting, which is organised within 6 months after the financial-year end.
- 10.3. Every Member has one vote. Members who are under the age of 18 years can join but they are not permitted to vote.
- 10.4. A Member organisations, Stokvel or group, will have one vote.
- 10.5. The board of directors appoints project managers, administrators, town planners, engineers, environmental specialists and other professional for the implementation of the Project.
- 10.6. Annual audited statements are presented at the Annual General Meeting.
- 10.7. Members are updated on the progress of the Project through meetings and presentations where Members are invited to interact with the reports.

11. Barriers to the Project

- 11.1. Should there be objections, disputes, legal proceedings against the Project or any barrier to the success of the Project, such will be brought forward to Members for their decision and way forward.
- 11.2. A collective decision by Members concerning the Project, to the extent it is not detrimental to the Project, and does not contravene the existing South African laws, will be preferred ahead of Umnotho's board of directors.
- 11.3. Should for any reason the Project becomes unsuccessful, Members will be refunded as set out in this Agreement.

12. Termination of Agreement and Refunds

- 12.1. After Township proclamation, Umnotho will transfer the Stands to the Members as per the Member Allocation List and this Agreement shall automatically terminate and be of no force and effect.
- 12.2. Either Party can terminate the Agreement by delivering to the other Party 30 days prior written notice.
- 12.3. This Agreement will automatically terminate should a Member fail to pay the first monthly installment within 60 days from the Commencement Date.
- 12.4. This Agreement will automatically terminate should the Member skip 12 consecutive months without paying their monthly instalments. Umnotho will refund the Member 70% of the paid Stand Amount with no interest. Penalty fees will be deducted.
- 12.5. Should a Member wish to terminate this Agreement and be refunded, only 70% of the paid Stand Amount, with no interest, will be refunded. Any outstanding fees will be deducted.
- 12.6. Members terminated by Umnotho will be refunded 70% of the paid Stand Amount, with no interest. Penalty fees will be deducted.
- 12.7. Terminating Members must fill in a Member Termination Form, which is obtainable at Umnotho's offices.
- 12.8. Refunds will be paid within 30 days of receipt of a fully completed termination form. Should Umnotho not be able to pay the whole refundable amount in one payment, terminating Members will be refunded in monthly instalments.
- 12.9. Terminated Members will forfeit all present and future benefits of being a Member, including any amounts and donations raised from donors introduced to Umnotho by the terminating Member.
- 12.10. In the event that the Member dies or becomes permanently disabled before completion of the Project, the Stand or Stand Amount will be transferred to the Nominated Beneficiary. Should the Nominated Beneficiary wish to be refunded; only 70% of the paid Stand Amount, with no interest, will be refunded.
- 12.11. Should the Nominated Beneficiary be a minor, they must be assisted by a parent or guardian.
- 12.12. Nominated beneficiaries are expected to submit a death certificate or proof of permanent disability for any claims or changes to this Agreement.
- 12.13. Should Umnotho wish to update this Agreement, Umnotho will give Members 30 days notice prior to the update. Should a Member wish not to update or renew the Agreement, the Agreement will then be terminated and Umnotho will refund 70% (seventy percent) of the paid Stand Amount.
- 12.14. Should for any reason the Project becomes unsuccessful, Members will be refunded 70% (seventy percent) of their paid Stand Amounts with no interest.

13. Governing Law and Jurisdiction

- 13.1. This Agreement shall in all respects be governed by the laws of South Africa.

14. Acceptance of Terms

- 14.1. By signing below, I hereby confirm to have read, understood and agree to the Terms and Conditions contained in this Agreement.

Full Names: _____

Identity Number: _____

Signature: _____

Date: _____

Initials: _____