UMNOTHO™
FINANCIAL INSTITUTE

Plot 79 on R114 Rd, Rietfontein
Muldersdrift, Mogale City, 1747
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BUILDING SUSTAINABLE COMMUNITIES

RESIDENTIAL STAND AND COMMUNITY BANK

REGISTRATION FORM

This registration is for both **Umnotho For Empowerment** and **Umnotho Financial Institute**.

RESIDENTIAL STAND BENEFITS	COMMUNITY BANK BENEFITS
• Build your house, your own plan • Get a Title Deed • Build rental units, earn rent for life	• You become a Shareholder • Earn up to 8% interest on your Savings • You can get loans at 0% interest

First Names		Surname					
ID Number		Male		Female		Age	
Cell Number		Email					
Alternative Contact Number							
Disability: Yes/No		Marital Status (Married / Single / Cohabiting / Divorced/ Widowed)					
Spouse Name/ Next of Kin		Spouse/Kin ID/Passport					
Spouse/Next of Kin Contact Number							
Dependent Name		ID/Date of Birth					
Dependent Name		ID/Date of Birth					
Dependent Name		ID/Date of Birth					

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

BENEFICIARY NOMINATION

Upon permanent disability/my death, my Stokvel Contributions or property must be transferred to the nominated beneficiary.

Name		ID Number/Date of Birth	
Relationship		Contact Number	

RESIDENTIAL STAND: Choose Your Stand Size

10% Discount	If you pay full amount, you qualify for a 10% discount			
You can pay in 36 monthly installments	$150m^2$ @ R96 000		I WILL PAY A DEPOSIT OF	R
	$200m^2$ @ R126 000			
	$300m^2$ @ R196 000			

Initials:		**REGISTRATION FEE IS R1 000** (You can also pay R500 x 2)

Do you qualify for government Housing Subsidies?

Monthly Income	R0 – R3500		R3501 - R22 000		Above R22 000	
Have you applied for Housing Subsidies (Y/N)			Do you own property, Bond House or RDP (Y/N)			

OUR OWN COMMUNITY BANK

- **Umnotho Financial Institute** was granted a banking license by the Reserve Bank (Reg No: CFI0002).
- Umnotho is also a licensed Credit Provider (Reg No: NCRCP16973)

YOU ARE A SHAREHOLDER

At Umnotho you are not just an Account Holder, you are a Shareholder!

- With this registration you get 1 Share in our Community Bank.
- If you are already a Shareholder, we will add one more Share for you.

You can get more Shares at R500 per share.	How many shares do you want?		**Get up to 60 Shares at R30 000**
Do you want a Share Certificate to be printed for you at R100 ✓			

BUILDING SAVINGS ACCOUNT

This registration comes with a Building Savings Account for you.

SAVE FOR	BENEFITS	SHAREHOLDER BENEFITS
• Transfer Fees -to get Title Deed • Building Plans (Mogale City) • NHBRC Registration • Your Boundary Wall	• Earn up to 8% interest • Grow your money • Access your funds in times of need • Get a loan at 0% interest	• Earn dividends • Earn more interest • Pay less interest on loans • Build your future

PLEASE NOTE THE FOLLOWING:

1. A **Registration Fee of R1 000.00** is payable for a Residential Stand and the Community Bank.
2. The Registration Fee can be paid in 2 instalments of R500.
3. Remember to deposit funds for your additional Shares
4. You can email Form to: info@umnotho.org.za, or **WhatsApp:** 076 130 5761.

PLEASE ATTACH

- ID Copy
- Proof of Address
- Birth Certificates

BANKING DETAILS

Account Holder: Umnotho Community Holding

Bank: Capitec Business

Account Number: 1054 944 873

Initials		**Where did you hear about us?** (Word of Mouth, Facebook, Internet)	

Umnotho Residential Stand Terms and Conditions (Terms)

A. Background

I. The housing development is an initiative of Umnotho For Empowerment complimented by Umnotho Financial Institute through building savings accounts and building loans.

II. To achieve housing Umnotho utilizes a funding model that includes Member contributions and government subsidies.

III. Members who secure Stands may be allocated in the following developments or any development advanced by Umnotho:

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

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.

A.1. **"Agreement"** means Umnotho Residential Stand Terms and Conditions (Terms), accepted and signed by the Member. The registration form is part of the Agreement.
A.2. **"Allocation List"** means the official list of Members prepared by Umnotho For Empowerment, arranged in order of the first Member to finish paying for the Stand, to the last Member to finish paying.
A.3. **"Basic Services"** means infrastructure for water, sanitation, electricity, roads, and stormwater systems.
A.4. **"Community Bank" or "Bank"** means Umnotho Financial Institute Primary Co-operative Limited. with registration number 2019/003937/24; which was granted a banking license by the South African Reserve Bank.
A.5. **"Building Savings Account"** means a savings account opened by the Community Bank, which is meant for Members to save towards building material.
A.6. **"Commencement Date"** means the date of signature of this Agreement.
A.7. **"Member"** means the person or an organization entering into this Agreement with Umnotho and the Community Bank.
A.8. **"Municipality"** means Mogale City Local Municipality.
A.9. **"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.
A.10. **"Parties"** means Umnotho and the Member; and Party shall have the corresponding meaning within the context of the relevant clause(s).
A.11. **"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.
A.12. **"Stand"** means an Erf or a plot of land within Umnotho's Townships, zoned for residential or commercial purposes.
A.13. **"Stand Amount"** means the money a Member pays to secure a Stand within Umnotho's developments.
A.14. **"Township"** means land that is approved and divided into residential and commercial Stands.
A.15. **"Umnotho"** means Umnotho For Empowerment, a Non-Profit Organisation (NPO), with registration number 070-858-NPO; and having its registered office at Plot 79 on R144 Road, Rietfontein, Muldersdrift, Krugersdorp, 1747, South Africa.

2. Umnotho For Empowerment Membership

2.1. By entering into this Agreement you agree to become a member of Umnotho For Empowerment and to abide by its constitution.
2.2. The Umnotho Residential Stand terms and conditions are a binding Agreement between the Member and Umnotho. The Agreement becomes effective from the date of signing this Agreement, which becomes the commencement date.

3. Umnotho Financial Institute Membership and Shareholding

3.1. By paying the registration fee you automatically have one share in the Community Bank. You can also secure more shares.
3.2. By entering into this Agreement you agree to become a Member of Umnotho Financial Institute and to abide by its constitution.
3.3. It is compulsory for a Member to have at least one share and a one savings account in the Community Bank . Members can also get additional shares.

4. Building Savings Account

When registering for a Residential Stand, the Community Bank will automatically open a Building Savings Account in the name of the Member. The Building Savings Account is subject to the Bank's savings policy, which is obtainable at the Bank's office.
4.1. The Building Savings Account should not be confused with payment towards the Stand. These are separate accounts in separate entities. Members will get statements for both Stand payments and for savings in the Building Savings Account.

5. Umnotho Housing Model and Objectives

5.1. Umnotho is a self-funded organisation that unites families in need of housing, to collectively contribute towards buying land, which gets subdivided into residential Stands. After proclamation each family is allocated their Stand where they can build their own house.
5.2. Umnotho Housing aims to achieve the following objectives:
5.2.1. To lower the cost of housing by empowering families to build their own homes.
5.2.2. To promote formal housing developments.

6. Payments

6.1. To acquire a Stand at Umnotho and Shares in our bank, the Member must deposit a non-refundable registration fee of R1 000 per Stand and choose the preferred Stand size on the Registration Form.
6.2. Members have the option of securing a 150m^2 Stand for R96 000, 200m^2 for R126 000, and 300m^2 for R196 000.
6.3. Payments for Stands and shares must be paid into **Umnotho Community Holding's Capitec Business Account: 1054 944 873**.
6.4. The Stand Amount can be paid as a lump sum or in 36 monthly installments.
6.5. 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.
6.6. Members must keep copies of their proof of payment.

7. Town Planning

7.1. Umnotho will follow the required town planning processes to achieve the subdivision of land and the issuing of title deeds.
7.2. Members are aware that the Project may face delays due to unpredictable town planning processes. Umnotho may be unable to stipulate the exact dates when the Stands will be allocated to Members. Members will be updated regularly on the progress of the Project through timely reports and meetings.

8. Installation of Basic Services Infrastructure

8.1. Members are aware that the Stand Amount does not include the installation of Basic Services infrastructure. Umnotho aims to apply for government infrastructure grants and available housing subsidies to achieve the installation of Basic Services.
8.2. The Members hereby grants their consent for Umnotho to conclude any agreement with third parties in relation to achieving Basic Services. Umnotho may give away part of the land in exchange for Basic Services.

9. Stand Allocation

9.1. Stands can only be allocated to Members who have fully paid the required Stand Amount.
9.2. Stands will be allocated as per the Allocation List.
9.3. During the allocations of Stands, Members will choose their preferred Stands on the Township layout.
9.4. Should a Member choose a Stand bigger than their selected Stand, the additional square meters of land will be charged at R1000 per square meter.
9.5. 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.

10. Title Deeds

10.1. 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.
10.2. Title deeds may be in the form of a full title or sectional title.
10.3. Umnotho may collect levies for the maintenance of the estates.

11. Construction of Houses

11.1. Building Plans must be submitted and approved the Municipality and the Nation Home Builders Registration Council (NHBRC).
11.2. No shacks or unauthorized structures will be allowed.
11.3. The Stand Amount does not include the following:
- 11.3.1. Architectural fees and building plans.
- 11.3.2. Municipal fees for submission of building plans.
- 11.3.3. NHBRC registration and compliance.

11.4. Members agree to comply with the building regulations.

12. Management of the Project

12.1. The Project is managed by Umnotho For Empowerment. Umnotho appoints the required professionals, project managers, town planners, and engineers to facilitate land acquisitions and the subsequent land subdivisions.
12.2. Umnotho is a Member-owned organisation managed by the board of directors, which comprises of 9 directors.
12.3. The board of directors is elected by Members at the Annual General Meeting (AGM).
12.4. Every Member has one vote. Members under the age of 18 years can attend the AGM but they are not permitted to vote.
12.5. Members are updated on the progress of the Project through meetings, presentations, and reports.

13. Barriers to the Project

13.1. 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 collective decision and way forward.
13.2. 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.
13.3. Should for any reason the Project becomes unsuccessful, Members will be refunded as set out in this Agreement.

14. Termination of Agreement and Refunds

14.1. Umnotho For Empowerment and Umnotho Financial Institute maintain separate Member termination rules and procedures.
14.2. Either Party can terminate the Agreement by delivering to the other Party 30 days prior written notice.
14.3. After the Stand is transferred to the Member's name this Agreement shall automatically terminate.
14.4. This Agreement will automatically terminate should a Member fail to pay the first installment within 60 days from the Commencement Date.
14.5. 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.
14.6. Should a Member wish to terminate this Agreement, only 70% of the paid Stand Amount, with no interest, will be refunded.
14.7. Members terminated by Umnotho will be refunded 70% of the paid Stand Amount, with no interest.
14.8. 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.
14.9. 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.
14.10. In the event that the Member dies or becomes permanently disabled before completion of the Project, the Stand or the paid amount will be transferred to the Nominated Beneficiary. Should the Nominated Beneficiary wish to be refunded; only 70% of the paid Stand Amount will be refunded, with no interest.
14.11. Should the Nominated Beneficiary be a minor, they must be assisted by a parent or guardian.
14.12. Nominated Beneficiaries are expected to submit a death certificate or proof of permanent disability for any claims or changes to this Agreement.
14.13. 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, with no interest.
14.14. Should for any reason the Project becomes unsuccessful, Members will be refunded 70% (seventy percent) of their paid Stand Amount with no interest.

15. Governing Law and Jurisdiction

15.1. This Agreement shall be governed by the laws of South Africa.

16. Acceptance of Terms

16.1. 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:____