



UMNOTHO VILLAGE

REGISTRATION FORM 2022

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

CHOOSE STAND	RESIDENTIAL STAND	ADDITIONAL RESIDENTIAL STAND
Mark with X	R55 000 Size: 150m ² <input style="width: 50px; height: 20px;" type="text"/>	R75 000 Size: 150m ² <input style="width: 50px; height: 20px;" type="text"/>

First Names		Surname	
ID Number		Male	<input type="checkbox"/>
		Female	<input type="checkbox"/>
Age			
Cell Number		Email	
2 nd Contact			
Marital Status	Single <input type="checkbox"/>	Married <input type="checkbox"/>	Divorced <input type="checkbox"/>
			Widowed <input type="checkbox"/>
Disability?	Yes/No <input type="checkbox"/>	If yes please describe	
Spouse/Partner Name			
Spouse/Partner ID Number			

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

FOR INFORMATION PURPOSES ONLY

Umnotho collects the information for profiling, the information will not be used to accept or decline the application.

Occupation	Employed <input type="checkbox"/>	Self Employed <input type="checkbox"/>	Unemployed <input type="checkbox"/>	Student <input type="checkbox"/>
Monthly Income	R0 - R3500 <input type="checkbox"/>	R3501 – R15 000 <input type="checkbox"/>	R15 001 - R22 000 <input type="checkbox"/>	Above <input type="checkbox"/>
Do you own a Property/ Bond House/RDP House?				Yes/No <input type="checkbox"/>

Financial Dependents: (Only dependents you support financially)

1.Date of Birth:.....

2.Date of Birth:.....

Please attach your ID copy and copies of dependents' Birth Certificates/IDs

BENEFICIARY NOMINATION

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

Beneficiary Name			
ID Number/Date of Birth		Contact No	
Relationship to Applicant			

1. A non-refundable **Registration Fee of R1 000.00** per Stand must accompany this form.
 2. After paying for the Stand (R55 000 or R75 000) Umnotho will issue a Paid-Up letter and a Stand Number.
 3. You can pay cash or in 24 monthly installments. You can only make a payment plan for one Stand.
 4. Please note that Stands are not ready for occupation and may take 16 months to be allocated, depending on when you finished paying for your Stand.
 5. **Banking Details:** Umnotho Leruo Investment
FNB Account: 6288 4611 247
 Reference: ID Number.
 6. You can also pay at Pick n Pay, Usave, Shoprite, Checkers, Game, Spa, using EasyPay Acc Number: 9616 1002 6447. This account is for Registration Fee only. After joining, Umnotho will send your unique account number for monthly payments.
 7. You can submit this Form and Proof of Payment at Umnotho's Muldersdrift Offices. The address is above.
 8. The form can also be emailed to info@umnotho.org.za or faxed to 086 549 4589.
- You can also register Online: www.umnotho.org.za/join-us

Did you pay your Registration Fee?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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UMNOTHO VILLAGE 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 the Umnotho Village Terms and Conditions accepted and signed by the Member;
- 1.2. **“Basic Services”** includes water, sanitation, electricity, municipal roads, stormwater system and refuse removal;
- 1.3. **“Commencement Date”** means the date of signature of this Agreement;
- 1.4. **“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 Studies.
- 1.5. **“Land”** means Portion 130 of the Farm Rietfontein 189 IQ; Portion 79 of the farm Rietfontein 189 IQ; Remainder of Portion 04 of the Farm Rietfontein 189 IQ, and Portion 63 of the farm Nooitgedacht 534 JQ;
- 1.6. **“Member”** means the person entering into this Agreement with Umnotho;
- 1.7. **“Member Allocation List”** means a list of Members duly prepared by Umnotho, arranged in order of the first Member to finish paying the Project Contribution to the last Member to finish paying;
- 1.8. **“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;
- 1.9. **“Nominated Beneficiary”** means a person nominated by the Member to receive the proceeds of the investment in Umnotho and/or benefits of the contributions in the event that the Member dies or become permanently disabled before taking transfer of the Stand.
- 1.10. **“Parties”** means Umnotho and the Member; and **“Party”** shall have the corresponding meaning within the context of the relevant clause(s);
- 1.11. **“Project”** means all the project activities aimed at advancing Umnotho Village, including but not limited to mobilization of Members and investors, managing Project Contributions, land acquisition, Township Establishment Application, installation of Basic Services infrastructure, township proclamation and transfer of Stands to Members;
- 1.12. **“Project Contribution”** means the price of a Stand and any amount of money that a Member pays towards securing a Stand;
- 1.13. **Sectional Title** means separate ownership of units or sections within a complex. Sectional title dwellings comprise of semi-detached houses, townhouses, flats and apartments.
- 1.14. **“Stand”** means an erf or a plot of land within Umnotho’s Townships, zoned for residential or commercial purposes;
- 1.15. **“Township”** means land or development that is divided into sites for residential and commercial purposes. The divided sites can be transferred to Members and third parties;
- 1.16. **“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;
- 1.17. **“Umnotho”** means Umnotho Leruo Investment Primary Co-operative Limited, as per the Co-operatives Act No. 14 of 2005 with registration number 2020/003656/24; and having its registered office at Plot 79 R144 Road, Rietfontein, Muldersdrift, Krugersdorp, 1747, South Africa; and
- 1.18. **“Umnotho Village”** means a housing programme by Umnotho Leruo Investment and a platform where Members collectively contribute money towards securing land for housing.

2. Introduction

- 2.1. These Terms and Conditions are a binding Agreement between the Member and Umnotho. These Terms become effective upon signature of 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.
- 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 only advances for formal housing developments, which include residential and business Stands.
- 2.5. To advance the Project, Umnotho employs a funding model that includes Member contribution, government grants, housing subsidies, and donor funding.
- 2.6. Umnotho managed to purchase four portions of land, which have been approved for the following housing 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	Portion 04 Rietfontein 189-IQ	T42789/2021
Mogale Ext 28	Portion 63 Nooitgedacht 534-JQ	T98970/2015

3. Umnotho Village Objectives

- 3.1. Umnotho Village aims:
 - 3.1.1. To organise Members in need of housing and commercial land to collectively contribute towards buying land where they can build their own houses and businesses;
 - 3.1.2. To advance formal housing developments where Members will own Residential and Business Stands with title deeds registered in their names.
 - 3.1.3. To assist deserving families to access government housing subsidies.

4. Stand Prices

- 4.1. The price for a Residential Stand is R55 000 for 150m².
- 4.2. The price for an Additional Stand is R75 000 for 150m².
- 4.3. There is a non-refundable registration fee of R1000 per Stand.
- 4.4. Should a Member be allocated on a Stand bigger than 150m², the additional land will be charged at R250 per square meter.
- 4.5. The Additional Residential Stand is only available to Members who have already finished paying for the first Residential Stand. Should it be possible, the Residential and the Additional Stand may be allocated next to each other.
- 4.6. The Stand price can be paid cash or in 24 monthly installments. Only one Stand at the time can be paid in monthly installments.
- 4.7. Should the Member fail to make any payment towards the Stand within 3 months from the Commencement Date, this Agreement shall automatically terminate and be of no force and effect.
- 4.8. Payments for Stands and fees must be deposited into **Umnotho Leruo Investment’s FNB Bank Account: 6288 4611 247**, and the reference is the applicant’s ID number.
- 4.9. Members must keep the deposit slips and receipts as proof of payment.
- 4.10. Umnotho will apply the Project Contributions received from Members to acquire land, to cover administration costs and to contract town planners, engineers, and environmental specialists.
- 4.11. Members can substitute themselves with existing or new Members prior to transfer of Stands. An administration fee of R200 is payable to effect changes.

Initials: _____

5. Town Planning and Township Establishment Application

- 5.1. For every land purchased, Umnotho will pursue the environmental authorization from the Gauteng Department of Agriculture and Rural Development (GDARD), and forward a Township Establishment Application to the Municipality.
- 5.2. Members are aware that Umnotho will not allocate Stands to Members before achieving approvals from the concerned municipality and regulating bodies.
- 5.3. Umnotho may adopt a semi-formal housing development process with the aim to allow Members to start constructing their houses before all the processes are achieved. In a semi-formal development, Umnotho may bypass or suspend some township establishment processes and there may be limited basic services.
- 5.4. Should Umnotho adopt a semi-formal development approach, before allocating Stands, Umnotho will first complete the following studies and processes:
 - 5.4.1. Land Surveying;
 - 5.4.2. Geotechnical Investigation;
 - 5.4.3. Environmental Impact Studies;
 - 5.4.4. Heritage Impact Assessment;
 - 5.4.5. Civil and Electrical Engineering Reports;
 - 5.4.6. Traffic Impact Assessment;
 - 5.4.7. Environmental Authorisation from GDARD;
 - 5.4.8. Layout approved by Municipality;
 - 5.4.9. Infrastructure Engineering Designs;
 - 5.4.10. Installation of water and sewer infrastructure;
 - 5.4.11. Pegging of Stands, and
 - 5.4.12. Architectural Guidelines
- 5.5. Members are aware that the Project relies on third parties and external factors such as applications for government subsidies and outcomes of the conducted studies, which may delay the Project. Due to these external factors, Umnotho is unable to stipulate the exact date when the Stands will be allocated to Members. Members will however be updated regularly on the progress of the project through quarterly reports and meetings.
- 5.6. The Member waives any right it may have to compel Umnotho to distribute the Stands at a particular time.
- 5.7. During the township establishment processes Umnotho may rent out the Land to third parties. This will allow Umnotho to raise funds for maintenance costs, municipal rates and taxes.
- 5.8. Members shall not invade the properties secured for the Project or disturb construction and installation of infrastructure. Should members attempt such, such will be deemed as breach of this Agreement and Umnotho shall be entitled to terminate the Agreement and recover from the defaulting Members 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. Municipal Roads; and Stormwater Drainage System.
- 6.2. Members are aware that the price of the Stand only includes the installation of water and sewer infrastructure. To achieve all the required Basic Services, Umnotho aims to apply for government infrastructure grants and housing subsidies available.
- 6.3. Members are aware that should Umnotho secure government funding for the installation of infrastructure, Members who do not qualify for government subsidies may be required to pay connection fees to connect to the installed infrastructure.
- 6.4. Members are aware that Umnotho will not allocate Stands to Members before the installation of water and sewer infrastructure.
- 6.5. In the event that Umnotho secures a loan to fund the installation of infrastructure, the Members 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.

- 6.6. In anticipation of the Loan Agreement, Members 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.
- 6.7. The Members 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. The size of the Residential Stand will be 150m² and the size of the Additional Stand will also be 150m². Should the Stand be bigger than 150m², the additional land will be charged at R250 per m².
- 7.2. Members will be given the opportunity to choose their preferred stands on the general layout.
- 7.3. Should it be possible and required by the Member, the primary Residential Stand and the Additional Stand may be allocated next to each other. Should it not be possible for the Stands to be allocated next to each other, the Member will choose separate Stands of his/her choice.
- 7.4. Stands will be allocated as per the Member Allocation List, which is a list arranged from the first Member to finish paying the Project Contribution to the last Member to finish paying.
- 7.5. Only Members who paid the full Project Contribution will be added on the Member Allocation List.
- 7.6. Members are aware that government and sponsors may wish to alter the allocation of Stands by giving preference to Members who qualify for housing subsidies and Members who are:
 - 7.6.1. Living with disabilities;
 - 7.6.2. Pensioners; and
 - 7.6.3. Orphans.
- 7.7. The Member waives any right it may have to compel Umnotho to allocate Stands in any particular order.
- 7.8. The disposal of Stands will be subject to the terms and conditions of a Land Disposable Agreement to be entered into between Umnotho and each Member. The Land Disposable Agreement will specify the rights, responsibilities and limitation of a 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 their Stands to be registered in their names at the deeds office.
- 8.2. Title deeds may be in a form of a full title or a Sectional Title depending on the zoning and development where a Member is allocated.
- 8.3. Should Umnotho adopt a semi-formal development approach by allocating 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 still waiting for a Title Deed.
- 8.4. There may be common areas, which may include, but not limited to parking, toilets, playground, and recreational rooms. The common areas will be available to owners, residents, 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 and Business Structures

- 9.1. Members are expected to build their own houses and structures as per their building plans.
- 9.2. Umnotho does not have prescribed building plans, Umnotho will only provide architectural guidelines. Member are expected to design their own building plans as per the guidelines. The building plans must first be approved by Umnotho's resident architect before they can be submitted to the Municipality.

Initials: _____

- 9.3. Members understand and agree that no shacks and unauthorised structures will be allowed.
- 9.4. Umnotho will assist Members who qualify for government subsidies to apply for applicable housing subsidies.
- 9.5. Members are aware that houses built using government subsidies and donor funding may be in a form of semi-detached houses, townhouses or flats. Members who will be allocated to such houses will be granted ownership through a Sectional Title.
- 9.6. Members who wish to construct rental units or backyard rooms are aware that Umnotho may restrict the number of units per Stand and may impose additional conditions to protect the installed infrastructure from abuse.
- 9.7. Members who wish to convert their houses or backyards into pre-schools or for any non-residential activities, will have to first apply for a rezoning certificate and permits from the Municipality and regulating bodies.
- 9.8. Members are expected to cover their own costs in terms of:
 - 9.8.1. Architectural fees or building plans;
 - 9.8.2. Municipal fees for registering building plans;
 - 9.8.3. Fees for building inspectors; and
 - 9.8.4. Fees for rezoning certificates should Members wish to use their Stands for non-residential activities.
- 9.9. 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.
- 9.10. 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.
- 9.11. 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 (AGM), which is organised within 6 months after the financial-year end.
- 10.3. Every Member has one vote. Members who are under the age the age of 18 years can join but they are not permitted to vote.
- 10.4. The board of directors appoints project managers, administrators, town planners, engineers, environmental specialists and other professional for the implementation of the Project.
- 10.5. Independent auditors are also appointed to produce annual audited statements, which are presented at the Annual General Meeting.
- 10.6. Members are updated on the progress of the Project through meetings, reports 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. Umnotho and the Member shall then enter into a Land Disposable Agreement.
- 12.2. Either Party can terminate the Agreement by delivering to the other Party 30 days prior written notice.
- 12.3. Should a Member wish to terminate this Agreement and be refunded his/her paid contribution, 70% of the paid Project Contribution with no interest will be refunded. A termination fee of R100.00 (hundred Rands) will be charged.
- 12.4. Terminating Members have to fill in a Member Termination Form, which is obtainable at Umnotho's offices.
- 12.5. 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, Members will be refunded in monthly instalments or upon a successful replacement of the terminating Member with a suitable Member.
- 12.6. Terminating 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.
- 12.7. In the event that the Member dies or becomes permanently disabled before completion of the Project, and the Member has paid a full Project Contribution, the Member's Stand will be transferred to the Nominated Beneficiary. Should the Nominated Beneficiary wish to be refunded; the paid contribution will be refunded in accordance with clause 12.3.
- 12.8. In the event that a Member dies or becomes permanently disabled and the Member has not yet paid the full Project Contribution, the Nominated Beneficiary will choose to continue with the payments or to be refunded the paid contribution. The paid contributions will be refunded in accordance with clause 12.3.
- 12.9. Should the Nominated Beneficiary be a minor, they must be assisted by a parent or guardian.
- 12.10. Nominated beneficiaries are expected to submit a death certificate or proof of permanent disability for any claims or changes to this Agreement.
- 12.11. 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 Project Contribution.
- 12.12. Should for any reason the Project becomes unsuccessful, Members will be refunded 70% (seventy percent) of their paid Project Contribution.

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: _____