

SUPPLEMENTARY

AGENDA

Ordinary Council Meeting

on

THURSDAY

28 JANUARY 2021

at

09:00



MUNICIPALITY OF SWAKOPMUND

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11.1.14

INTERIM VALUATION COURT 2021

(C/M 2021/01/28 - 3/6/3)

Special Management Meeting of 26 January 2021, Addendum 5.1
page 05 refers.

A. The following item was submitted to the Management Committee for consideration:

1. **Introduction**

Section 66 (3) of Local Authorities Act (Act 23 of 1992) as amended, makes provision that:

There shall be an interim valuation of any rateable property in any local authority area to be held on a date during any period of five years referred to in subsection (2) as may be determined by the local authority council as its own motion or when directed by the Minister by notice in writing to a local authority council.

Interim Valuation is an assessment of rateable properties' value that made alterations (additions / demolition/new properties created) to the existing buildings / newly created properties during a period of five years after a general valuation roll was approved by the local magistrate. Council had a General Valuation on **19 October 2020**.

In order for the Local Authority to levy rates and taxes as required in terms of Section 73 of the Local Authorities Act 23 of 1992, as amended, a valuer appointed by Council must determine the value of rateable properties that improved / changed in value during the period since the General Valuation.

Mr D Hite (Valuator) of The Trust & Estate Co (Pty) Ltd was appointed by the Procurement Committee during 2019 on behalf of Council for the execution of valuation services for a period of five (5) years ending **30 June 2024** including the interim valuation for 2024.

As in the past, Council arranges an interim valuation court annually, for 2021 the interim valuation court is scheduled for **June 2021** (at a date to be confirmed with the local magistrate).

2. **Establishing of Valuation Court**

In terms of the stipulations of Section 68 (1) of the Local Authorities Act, Act 23 of 1992, as amended, an Interim Valuation Court for the area consists of three members:

- ① *The Local Magistrate*
- ② *Appointee by the Ministry of Urban and Rural Development*
- ③ *Council's Representative*

Prior to 2020, Council made use of Mr A Schoemann and Mr F Lohnert interchangeably as Council representative and secondi.

In this regard the Management Committee Meeting of **13 February 2020** under item 7.3; passed the following decision with reference to Council's Representative at the court:

- (a) *That item be referred back and that the General Manager: Corporate Services & Human Capital approaches Ms T Gebhardt for possible nominees.*

- (b) *That Council advertise within the Erongo Region for valuers to represent its interest at the Valuation Court, should Ms T Gebhardt not be of assistance.*

Ms T Gehardt was contacted and she nominated the following persons:

- Ms Diana McClune or her husband of Exclusive and Elite Estates cc.
- Ms Katrina Emvula of Mupupa Realtors.

Ms D McClune represented Council as a member of the court during 2020.

3. **Compensation**

Council on **28 March 2019** passed the following resolution with regard to the compensation of Council's representative:

- (c) *That the increase compensation for Council's representative at the Valuation Court be N\$500.00 per sitting, per day.*

B. **After the matter was considered, the following was:-**

RECOMMENDED:

- (a) **That Ms Katrina Emvula and Ms Diana McClune be appointed as Council's representative and *secundi* respectively for the Interim Valuation Court for 2021.**
 - (b) **That should any of the above nominated persons be unavailable to attend the Interim Valuation Court for 2021, Mr A Schoeman and or Mr F Lohnert be contacted to assist.**
 - (c) **That the Ministry of Urban and Rural Development be requested to nominate a representative for the Interim Valuation Court 2021.**
 - (d) **That the compensation for Council's representative at the Valuation Court be N\$500.00 per sitting, per day.**
 - (e) **That the cost be defrayed from Vote 101010215900 (Assessment Rates: Valuation Court).**
 - (f) **That in terms of Section 69 of the Local Authorities Act 23 of 1992, as amended, a notice be published in at least two newspapers on a date not later than 30 days before the date of the Valuation Court.**
 - (h) **That requirements regarding the interim valuation as prescribed in the Local Authorities Act 23 of 1992, (as amended) be dealt with successfully.**
-

ANNEXURE "A"



The Valuation of Rateable Property within Local Authority Areas is regulated by Part XIV of the Local Authorities Act, 1992 (Act 23 of 1992). Quoted as follows:

**"VALUATION OF RATEABLE PROPERTY
WITHIN LOCAL AUTHORITY AREAS**

Valuation of rateable properties within local authority areas

66. (1) With the approval of the Minister, a local authority council may, by notice in the Gazette, declare that a **general valuation** of all rateable property situated within its area be held with effect from a date determined and made known by the local authority council in the notice.
- (2) Notwithstanding subsection (1), but subject to subsection (4), may by notice in the Gazette declare that a **general valuation** of rateable properties must be held in all local authority areas as soon as possible after the date specified in the notice and, thereafter, at intervals of not more than five years of the date so specified, and with effect from a date determined and made known by a local authority council by notice in the Gazette.
- (3) There shall be an **interim valuation** of any rateable property in any local authority area to be held on a date during any period of five years referred to in subsection (2) as may be determined by the local authority council as its own motion or when directed by the Minister by notice in writing to a local authority council.
- (4) Notwithstanding subsection (2), the Minister may exclude any local authority council from holding, in terms of that subsection, a general valuation of rateable properties within its area, subject to such local authority council causing a general valuation to be held at intervals of not more than five years as from the date determined by the Minister in terms of that subsection, and with effect from a date to be determined and made known by the local authority council by notice in the Gazette.

Notice to be placed in Government Gazette for General Valuation.

Section 66 substituted by Act 24 of 2000

Appointment and powers, duties and functions of valuer

67. (1) When a **general valuation** or **interim valuation** of all rateable properties is required to be held in terms of section 66, a local authority council shall, on such terms and conditions as may be determined by it, appoint a fit and proper person as valuer who shall be responsible for the valuation of all rateable property within its area and the preparation of a provisional valuation roll containing –
- (a) a description of every such rateable property;
- (b) the name of its owner;
- (c) its size and extent;
- (d) its total value, showing separately the value of the land and the value of any improvements effected on such land.
- (2) A provisional valuation roll prepared in terms of subsection (1) shall lie open for inspection by any interested person during ordinary office hours in the offices of the local authority council.
- (3) (a) A valuer shall, before assuming his or her duties, make and subscribe before a commissioner of oaths an oath in the following form:
- I, A.B., do hereby swear and solemnly and sincerely promise to appraise and value in accordance with, and for purpose of the provisions of the Local Authorities Act, 1992, all rateable property within the area of the local authority of ... to the best of my skill and knowledge, without favour or prejudice, truly and impartially,

conscientiously and for the full and fair value thereof according to the intent and requirement of the law.

So help me God.

- (b) A valuer may, in lieu of an oath, make and subscribe a solemn affirmation in corresponding form.
 - (c) A local authority council shall cause a certificate of appointment be issued to the valuer upon his or her appointment.
- (4)
- (a) Subject to the provisions of paragraph (b), a valuer shall, for purposes of the valuation of any rateable property in terms of this Act, have the power to enter upon any such property at any reasonable time and after having given the owner, occupier or other person in control of such property prior notice as may in the circumstances be reasonable.
 - (b) When a valuer exercises or performs a power, duty and function in terms of this Act in the presence of any person affected thereby, he or she shall on demand by any such person produce to him or her the certificate issued to him or her in terms of subsection (3) (c).
 - (c) The owner, occupier or other person in charge of any such property shall at all times furnish such facilities and information as are reasonably required by a valuer in order to enable him or her to exercise or perform his or her powers, duties and functions in terms of this Act.
- (5) A valuer shall value any rateable property –
- (a) in the case of the land portion of such rateable property, at a price which in his or her opinion a willing buyer will be prepared to pay and a willing seller will accept, both acting in good faith;
Paragraph (a) subst. by Act 24 of 2000
 - (b) in the case of any improvements on such land, on the basis of the estimated costs of the construction or erection of such improvements had such improvements been constructed or erected at the time of such valuation with due regard to any structural depreciation, obsolescence or any change or circumstances in the vicinity of such improvements.
- (5A) It shall be a condition of every appointment by a local authority council of a person as valuer in terms of subsection (1), including an appointment made before the date of commencement of this subsection, that –
- (a) all information provided to or gathered by the valuer for the purpose of performing his or her functions as valuer, and all calculations made and all records, plans and forms generated by him or her in the performance of those functions, whether such information, calculations, records, plans or forms are kept in written form or stored in the form of data on a computer or any other mechanical or electronic device, shall be and remain the property of the local authority council.
 - (b) the valuer shall, while being in the possession of the information, calculations, records, plans and forms referred to in paragraph (a), in whatever form, take all steps necessary to ensure their safe custody and to prevent them, or any part thereof from getting lost, destroyed or defaced or being rendered useless or inaccessible in any other manner; and
 - (c) all such information, calculations, records, plans and forms as may from time to time be required by the local authority council from the valuer, and upon the termination of his or her appointment for whatever reason, shall be delivered by him or her to the local authority council, in whatever form they were kept or stored by him or her, at no consideration other than the remuneration to which he or she is entitled by virtue of the terms and conditions upon which he or she has been appointed.

but nothing in this subsection shall be construed as preventing a valuer or any other authority from dealing with any such information, calculations, records, plans or forms as may be required in terms of this Act.

Subsection (5A) inserted by Act 24 of 2000

- (6) Any person who hinders or obstructs any valuer in the exercise or performance of his or her powers, duties and functions shall be guilty of an offence and on conviction liable to a fine not exceeding R2 000 or to imprisonment for a period not exceeding six months or to both such fine and such imprisonment.

Establishment of valuation court

- 68. (1) There is hereby established a valuation court for the area of every local authority, consisting of –
 - (a) The MAGISTRATE OF THE DISTRICT in which the area of such local authority council is situated, who shall be the presiding officer of the valuation court;

Paragraph (a) subst. by Act 24 of 2000
 - (b) ONE PERSON appointed by the MINISTER; and
 - (c) ONE PERSON other than a member of the local authority council, as the case may be appointed by the LOCAL AUTHORITY COUNCIL when it becomes necessary for purposes of a valuation of rateable property in terms of the provisions of section 66.
- (2) A valuation court may appoint any other person as assessor or such other number of persons as additional assessors as may be determined by it on account of the special knowledge and experience of any such person in the evaluation of properties, to advise the valuation court on the exercise or performance of its powers, duties and functions.
- (3) (a) A valuation courts shall sit at such dates, times and places within the local authority area as may from time to time be determined by the presiding officer of the valuation court.
 - (b) The presiding officer and one other member of the valuation court shall form a QUORUM for a sitting of the valuation court.
 - (c) A decision of the majority of the members of a valuation court shall be a decision of the valuation court.

Objections against provisional valuation roll

- 69. A local authority council shall cause a notice in writing to be published in at least two newspapers circulating in its area on a date not later than 30 days before the date determined under section 68 (3) (a) for the sitting of the valuation court –
 - (a) stating –
 - (i) that the provisional valuation roll is lying open for inspection during ordinary office hours in the offices of the local authority council;
 - (ii) that the valuation court will sit on the date, time and place so determined to consider the valuations contained in such provisional valuation roll and to hear and determine any objections lodged in respect of any valuations contained in such roll;
 - (b) calling upon the owners of rateable property in respect of which a valuation is contained in the provisional valuation roll to lodge objections and the grounds for such objections in writing against any such valuation with the local authority council within a period of 21 days as from the publication of such notice.

To be published for both General and Interim Valuations.

(Meaning not less than 30 days. *ANOU 0000 (U.)*)

Consideration of valuations contained in valuation roll and objections lodged in relation to such valuations

70. (1) A valuation court shall be required to consider every valuation contained in the provisional valuation roll and to hear any objections lodged in connection with any valuations so contained and to determine the valuations of all rateable property contained in such roll.
- (2) A local authority council shall cause an owner who has lodged an objection in terms of section 69 to be notified in writing of the date and time on which and the place at which the valuation court is sitting for purposes of considering such objection.
- (3) Any owner who has lodged an objection against any valuation contained in the provisional valuation roll may appear in person or be represented by a legal practitioner enrolled under the Legal Practitioners Act, 1995 (Act No 15 of 1995).
Subsection (3) substituted by Act 24 of 2000
- (4) The presiding officer or any other member of the valuation court shall not take part in any manner whatsoever in any decision in relation to any rateable property of which he or she or any person related to him or her, whether by affinity or consanguinity, or who is a member of his or her household or a person with whom such presiding officer or member is in terms of the traditional laws and customs prevailing in Namibia, a partner in customary union or his or her partner, agent or business associate is the owner.
- (5) The valuer shall attend all sittings of the valuation court.
- (6) In the exercise of its powers, duties and functions, a valuation court—
- (a) may in its discretion –
- (i) require any person by notice in writing under the hand of the presiding officer or any other person authorized by him or her to appear before it in relation to any valuation contained in the provisional valuation roll at a date, time and place specified in such notice;
- (ii) administer an oath or take an affirmation from any person referred to in subparagraph (i) or any person, including the valuer, present at any sitting of the valuation court, and question such person under oath or affirmation in connection with any matter which it may deem necessary in connection with its powers, duties and functions;
- (b) may, after having considered all matters pertaining to any valuation contained in the provisional valuation roll –
- (i) confirm the valuations contained in the provisional valuation roll;
- (ii) uphold any objection lodged in terms of section 69 and decrease any valuation contained in such provisional valuation roll;
- (iii) decrease and, after having afforded the owner of the property in question an opportunity to be heard, increase any other valuation contained in such provisional valuation roll;
- (iv) order the valuer to value any rateable property omitted from the roll, or revalue any rateable property with due regard to such guidelines and directions as may be determined by it;
- (v) make such other amendments to the provisional valuation roll as it may deem necessary.
- (7) The valuation court shall keep proper record of the proceedings at sittings and the findings of the valuation court or cause such record to be kept.

Appeal against decisions of valuation courts

- (71) (1) Any owner of rateable property in the area of a local authority who has lodged an objection in terms of section 69 and who feels aggrieved by a decision of

a valuation court made in relation to that objection shall have the right to appeal against such decision to the High Court of Namibia.

- (2) *For purposes of an appeal referred to in subsection (1) and the procedure to be followed in connection with such appeal, the decision of the valuation court shall be deemed to be a judgment of a magistrate's court.*

Main valuation roll

- (72) (1) *The provisional valuation roll containing the valuations, as decreased or increased or otherwise amended by the valuation court, of all rateable property in the area of a local authority shall be the main valuation roll of such local authority for purposes of the determination of any rates on such rateable property in terms of the provisions of Part XV.*
- (2) *The main valuation roll shall come into operation on the first day of the month following the month in which the valuation court has finally determined all the valuations contained in the provisional valuation roll.*
- (3) *The main valuation roll shall at all times be available for inspection by any interested person during ordinary office hours at the office of the local authority council.*
- (4) *A local authority council shall at the request of any interested person and on payment of such amount as may be determined by the local authority council, furnish such person with an extract from the main valuation roll."*

11.1.15

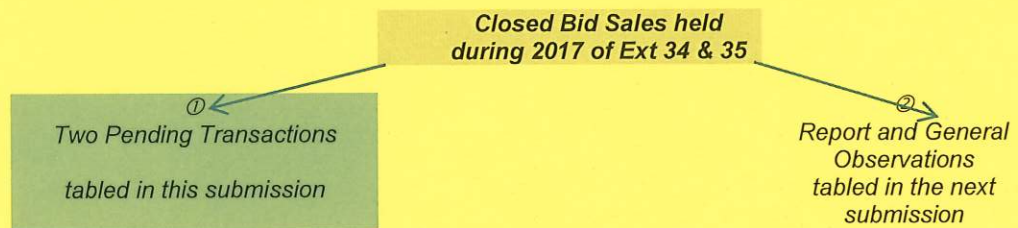
01: RESUBMITTED: EXTENSIONS 34 & 35, SWAKOPMUND - TWO PENDING TRANSACTIONS

(C/M 2021/01/28 - 9027, 9073)

Special Management Meeting of 26 January 2021, Addendum 5.2
page 13 refers.

A. The following item was submitted to the Management Committee for consideration:

This submission and the following submission deals with the closed bid sales held during 2017 of erven zoned "Single Residential":



1. **INTRODUCTION**

This item was submitted to the Management Committee of **14 May 2020**; whereafter a recommendation was considered by Council on **28 May 2020** under item 11.1.5. Council referred the matter back for resubmission to the Management Committee.

The item was resubmitted to the Management Committee of **16 July 2020** under item 7.1. The Management Committee resolved that the item be resubmitted to the Management Committee. The item is therefore resubmitted to the Management Committee to:

- ☞ *grant approval to proceed with the cancellation of the transactions of Erven 9027 and 9073.*

2. **CANCELLATION OF TWO TRANSACTIONS**

Of the sales of the 259 erven held during 2017, only two transactions are pending cancellation. As indicated under point 1 above, the matter served before the Management Committee on **14 May** and **16 July 2020**. The cancellation of transactions is subject to Council's approval as per Council's resolution passed on **25 April 2019** under item 11.1.3. Quoted below:

- (c) *That point (d) of Council's resolution, item 11.1.3 passed on 31 January 2019 be amended as follows:*

Current wording:

- (d) *That, in future, all close bid auction cancellations be submitted to Council for approval.*

Amended wording:

- (d) *That, in future, all close bid auction cancellations by Council (the seller) for closed bid auctions be submitted to Council for approval.*

Therefore, in order to proceed with the allocation to the next qualifying bidder listed, Council has to approve the cancellation of the current transactions. The two pending transactions are those for Erven 9027 and 9073. The two purchasers were contacted repeatedly and the following information is provided:

Erf	Name	Comments
9027, Swk	Laurika Elfrede Toska	She confirmed that she does not qualify for a loan at the bank. In an e-mail dated 04 June 2020 she requested to pay the purchase price in instalments to Council (N\$1 500.00 / N\$2 000.00 / month) (Annexure "A"). The purchaser was again contacted on 30 December 2020 and she confirmed that her financial situation has not improved. She was advised to take part in the anticipated sales of Ext 1, Matutura during 2021. <ul style="list-style-type: none"> Council's conditions of sale do not provide for the payment of the purchase price in instalments.
9073, Swk	Panashe Daringo	No response by 30 December 2020.

The above two transactions lapsed as follows in terms of the conditions of sale:

- Erf 9027, Matutura lapsed on **02 March 2020** due to the purchase price not being secured after the granting of a notice period.
- Erf 9073, Matutura was allocated to the purchaser as a next qualifying bidder on **14 June 2019**. The purchaser never returned the signed deed of sale. An official letter of cancellation was issued on **16 January 2020**.

In terms of the conditions of sale, if a transaction is cancelled, the erf is offered to the next bidder listed on the day of the sale.

Discussion

- 2.1 The purchaser of the following erf has not performed by the lapsing of the notice period on **02 March 2020**:

- Erf 9027, S** measuring 375m² (upset price was N\$136 875.00).

The purchaser applied to pay the purchase price in instalments of N\$1 500.00 / N\$2 000.00 per month. **The conditions of sale does not provide for payment in instalments.** The purchase price amounts to N\$247 000.00 + interest in the amount of N\$18 695.87 (calculated as at **30 June 2020**) and payment of the outstanding rates and taxes is also a requirement to consider an extension of time. The purchaser also confirmed on **30 December 2020** that her financial situation did not improve and she will only be able to settle the purchase price in instalments. Consideration of an extension of time will not improve her financial situation and she is not in a position to in addition to an instalment, pay rates and taxes and accrued interest.

- 2.2 The following erf is available for sale as the purchaser never signed the deed of sale. No further bidders are listed as next qualifying bidders:

- Erf 9073, S** measuring 545m² (upset price was N\$198 925.00).

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That the cancellation of the sale of Erf 9027, Swakopmund be put on hold and that a policy first be compiled which must make provision for payment in instalment. Council to keep in mind that there is a next qualifying bidder as per the conditions of sale.
 - (b) That Council confirms the cancellation of the sale of Erf 9073, Swakopmund as the due date for the transaction lapsed on 14 October 2019 without having a signed deed of sale and all efforts were made to contact the person without any success.
 - (c) That the following erf be added to the available erven for sale of Extension 1, Matutura
 - (i) *Erf 9073, S measuring 545m² (upset price was N\$198 925.00)*
-

ANNEXURE "A"

From: laurika nembungu [mailto:tamaymaletz85@gmail.com]
Sent: Thursday, 04 June 2020 09:53 AM
To: Ndili Kandjengo
Subject: Re: Sale of Erf 9027, Swakopmund

Dear Mrs Kandjengo

Hope all is well.

I hereby will like to inform the Council of Swakopmund with regard to the sale of the Erf 9027, I am willing to pay a monthly fee of N\$1500 - N\$2 000 a month as I did not qualify for the bank loan.

For more please don't hesitate to contact me.

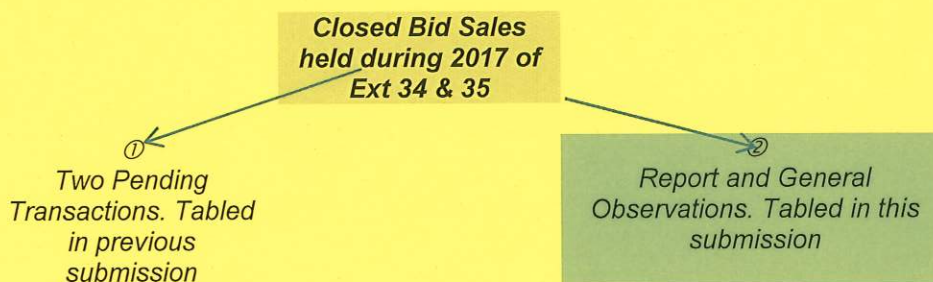
Kind Regards
Laurika

11.1.16 **② RESUBMITTED: EXTENSIONS 34 & 35, SWAKOPMUND - REPORT AND OBSERVATIONS**
(C/M 2021/01/28 - G 3/3/2)

Special Management Meeting of 26 January 2021, Addendum 5.3
page 17 refers.

A. The following item was submitted to the Management Committee for consideration:

This submission and the previous submission deals with the closed bid sales held during 2017 of erven zoned "single residential".



1. **INTRODUCTION**

This item was submitted to the Management Committee of **14 May 2020**; whereafter a recommendation was considered by Council on **28 May 2020** under item 11.1.5. Council referred the matter back for resubmission to the Management Committee.

The item was resubmitted to the Management Committee of **16 July 2020** under item 7.1. The Management Committee resolved that the item be resubmitted to the Management Committee.

The item is therefore resubmitted to the Management Committee to:

- ⚡ *take note of the outcome of the sales of 2017 of erven zoned "Single Residential" located in Extensions 34 and 35.*

2. **REPORT ON THE OUTCOME OF THE 5 SALES HELD DURING 2017**

2.1 This submission also serves to report on the finalization of the sale of 259 erven which were held during 2017.

During 2017 Council sold 259 erven zoned "single residential" at 5 closed bid sales as follows:

1	27 January 2017	-	50 erven
2	24 February 2017	-	50 erven
3	31 March 2017	-	50 erven
4	28 April 2017	-	50 erven
5	02 June 2017	-	59 erven

These erven were sold on the basis of 1 erf per natural person, meaning that a person could only be allocated 1 erf of the 259 erven. The number of erven decreased to 255 as 5 of the bidders' lists were exhausted and these 5 erven were sold on the closed bid of 26 October 2018 together with the erven of Extension 2, Matutura.

If a transaction is cancelled, the erf is offered to the next bidder listed. This condition caused a delay in the finalization of the transactions, because each bidder got 120 days to purchase and many only

cancelled after 120 days. The main benefit of the system was that most bidders got the opportunity to purchase erven at reasonable prices.

The last of the transactions were finalized on **31 January 2020**

2.2 As set-out in more detail below, the following is summarized:

• <i>Anticipated Income (based on the bids at the sale)</i>	:	N\$ 99 199 121.00
• <i>Actual Income (after cancellations and reallocations)</i>	:	N\$ 86 630 733.00
• <i>Difference in Anticipated Income and Actual Income</i>	:	N\$ 12 568 388.00
• <i>Income on Accrued Interest</i>	:	N\$ 2 121 997.00
• <i>Income on Forfeiture of Deposits</i>	:	N\$ 735 000.00

2.3 **Anticipated Income Compared to Actual Income**

The actual total income earned from the 5 sales decreased by N\$ 12 568 388.00 (excluding interest and forfeited deposits) from the income due at the date of sale (12% decrease).

Accumulated interest on delayed transactions and forfeited deposits add another N\$2 856 997.00. This amount does not make up for the loss of income due to cancellations and the writing off of rates and taxes on these erven.

The information is listed in the table below:

Month	Number of Erven	Expected at Sale	Actual to Date	Interest	Forfeited Deposits
Jan	50	17 567 844.00	15 870 000.00	294 803.00	135 000.00
Feb	50	21 395 902.00	19 187 125.00	441 585.00	108 000.00
March	49	19 093 533.00	15 301 843.00	638 014.00	180 000.00
April	47	16 369 377.00	14 698 547.00	443 556.00	129 000.00
June	58	24 772 465.00	21 574 197.00	304 040.00	183 000.00
Total	254	99 199 121.00	86 630 733.00	2 121 997.00	735 000.00

2.4 **Average per Square Metre Price Obtained at the Sale Compared to Actual per Square Metre Price**

	Ave / m ² at the Sales	Actual Ave / m ² Currently	Percentage Decrease
Overall	754.00	660.00	12%
January	679.53	634.18	7%
February	714.27	640.53	10%
March	786.26	630.12	20%
April	836.58	751.19	10%
June	756.90	651.12	14%



2.5 Purchasers Who Were Allocated Erven

778 Bidders registered for the 5 sales.

Of the 259 transactions, 116 registered to the bidders who were allocated an erf at the date of the sale. Therefore the cancellation rate of the sale was 55%.

The cancelled erven were offered to 479 registered bidders before a successful purchaser materialized; meaning more than half of the registered bidders had an opportunity to purchase an erf.

Of the 143 transactions cancelled by the first bidders, only 29 transactions were successful on the second allocations.

2.6 Evaluation

One can conclude from the above that of the 778 bidders i.e more than 50% were not properly qualified to purchase at the prices they bid; or were speculators who tried to get purchasers to buy the erven from them before the 120 days elapsed, but were not successful.

This was one of the primary reasons that the income expected at the 2017 sales reduced from N\$99 199 121.00 to N\$86 630 733.00 over a period of 36 months. This has a negative impact on Council projects since the funds are used for capital projects.

2.7 Decisions in Place to Rectify the Above Situation

2.7.1 In order to avoid prospective bidders registering **without having the required funding in place**, Council passed the following decision on **22 November 2018** under item 11.1.25 to create an incentive for purchasers to provide proof of financing before being allocated an erf at the closed bid sale:

(c) *That the closed bid sales be subject to Council's standard conditions of sale for closed bid sales; subject to the following amendment and addition in cases where the purchaser provides a valid pre-approval or pre-qualification from a registered bank:*

(i) *That the condition that penalty interest is levied from the date of sale until date of transfer (in the case of a bank guarantee) or until date of payment within the notice period (in the case of cash payment); be amended to be calculated from the date of default, and not backdated from the date of sale; in instances where the purchaser provided a valid pre-approval from a bank.*

Experience from recent sales show that very few purchasers provide proof of financing on the date of the sale.

It is therefore proposed that Council adds the requirement to provide proof of financing on the date of registration for the sale as a compulsory condition.

- 2.7.2 In order to **limit the period of time** for Council to receive the purchase price from next qualifying bidders, Council passed the following decision on **25 July 2019** under item 11.1.27 point (i):

(i) *That the allocation of cancelled erven only be limited to the next 3 qualifying bidders.*

- *Therefore, once the next three qualifying bidders are exhausted, the available erven be submitted to Council to consider the future sale thereof.*

At this stage the purchasers are granted extensions of time to secure the purchase prices, therefore next qualifying bidders are only considered in cases where the purchaser cancels a transaction or Council confirmed cancellations.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) **That Council takes note of the report on the 2017 sales of 259 erven zoned "Single Residential" located in Extensions 34 & 35.**
 - (b) **That it be noted that due to many bidders registering for purposes of speculation, it resulted in delays in the payment of the purchase prices of many months.**
 - (c) **That it be further noted that due to the speculation and delays, Council lost expected income in the amount of N\$12 568 388.00.**
 - (d) **That in order to avoid speculation and lengthy delays for Council to receive the purchase price; Council repeals its decision passed on 22 November 2018 under item 11.1.25, point (c) and adds the compulsory requirement to provide proof of financing to take part in a closed bid sale.**
-

11.1.17

EXTENSION 1, MATUTURA - FUTURE SALES

(C/M 2021/01/28 - 16/1/4/21/8)

Special Management Meeting of 26 January 2021, Addendum 5.4
page 22 refers.

A. The following item was submitted to the Management Committee for consideration:

1. **Introduction**

The purpose of this submission is to inform the Management Committee of the anticipated sales planned for the remaining erven zoned "Single Residential" located in Extension 1, Matutura.

2. **Extension 1, Matutura**

Extension 1, Matutura is serviced and proclaimed as a township in the Government Gazette of 14 September 2018 (Government Gazette 6710) and a Certificate of Registered Title was issued which enables transfer of the various erven.

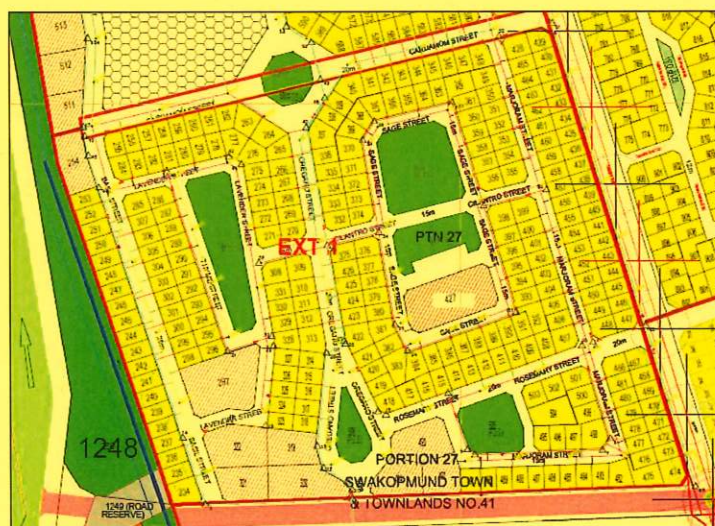
The extension consists of 261 erven of which 26 were allocated to staff members. Council on 11 December 2020 sold a batch of 20 erven. Therefore 215 erven zoned "single residential" are available for sale.

Council approved the sale of these erven by closed bid as per Council's resolution passed on 22 November 2018 under item 11.1.25. Point (b) of the Council resolution is quoted for ease of reference:

(b) *That closed bid sales be scheduled in terms of the Local Authorities Act 23 of 1992 for the 261 "Single Residential" erven located in Extension 1, Matutura, as necessitated by the flexible / fluctuating market demand; subject to Council's standard conditions of sale for closed bid sales, be approved.*

The cost for the installation of services to Extensions 1 and 2 Matutura was determined as set-out below and an upset price of N\$300.00 / m² was approved by Council:

- *Extensions 1 and 2, Matutura - N\$75 133 471.71 (calculated as N\$241.18/m²)*



Attachments:

- Annexure "A"** - Council's resolution passed on **22 November 2018** under item 11.1.25
- Annexure "B"** - A map indicating the location of the "single residential" erven of Extension 1

3. **Proposal**

It is proposed to sell the remaining 215 erven in three batches during 2021 at which three sales a bidder may only be allocated one of the 215 erven (\pm 70 erven per sale).

Being mindful of the financial constraints and possible restrictions on gatherings due to Covid-19, it is proposed that bidders register and submit their bids as per standard practice, but leave the venue after submitting their bids. The bids will be processed and the erven be offered to the highest bidder for each erf (bidders will therefore not have an opportunity to withdraw / decline an offer for an erf in the hope of being successful with another erf later). Cancellation after the allocation will result in the bidder forfeiting the N\$3 000.00 registration fee. The successful bidders will be notified of the allocation and the bid lists are available for scrutiny (transparency).

It is planned to schedule sales for:

- 05 March 2021
- 07 May 2021
- 06 August 2021

Offering many erven per sale reduces the pressure on the bidders and allows them to bid closer to the upset price; it might result in a higher success rate for finalization of first allocations.

Due to the first sale being planned for Friday, 05 March 2021 it is proposed that the Management Committee decide on the recommendation below and such be submitted to Council on **25 February 2021** for condonation.

Furthermore, in order to avoid prospective bidders registering **without having the required funding in place**, Council passed the following decision on **22 November 2018** under item 11.1.25 to create an incentive for purchasers to provide proof of financing before being allocated an erf at the closed bid sale:

(c) *That the closed bid sales be subject to Council's standard conditions of sale for closed bid sales; subject to the following amendment and addition in cases where the purchaser provides a valid pre-approval or pre-qualification from a registered bank:*

- (i) *That the condition that penalty interest is levied from the date of sale until date of transfer (in the case of a bank guarantee) or until date of payment within the notice period (in the case of cash payment); be amended to be calculated from the date of default, and not backdated from the date of sale; in instances where the purchaser provided a valid pre-approval from a bank.*

It is proposed to repeal the above resolution and add the requirement to provide proof of financing on the date of registration for the sale as a compulsory condition as set out in point (d) below.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That Council takes note of the anticipated sales scheduled for the sale of the remaining 215 erven zoned "Single Residential" located in Extension 1, Matutura.
- (b) That the following amendments be made to the Council resolution passed on 22 November 2018 under item 11.1.25:
- (i) *Point (c) (i) be repealed and be replaced with the following compulsory condition:*
- (c) (i) *That in order to avoid speculation and lengthy delays for Council to receive the purchase price; that it is a compulsory requirement to provide proof of financing to take part in a closed bid sale.*
- (ii) *Point (f) be amended:*
- Current wording - *That each bidder be restricted to submit 5 bid forms only; and that no bidder may submit more than 1 bid per erf.*
- Amended wording - *That each bidder be restricted to submit 3 bid forms only; and that no bidder may submit more than 1 bid per erf.*
- (iii) *Point (g) be amended*
- Current wording - *That should erven remain unsold at the date of the sale, such erven be offered to the registered bidders who are present and may then bid on a second erf.*
- Amended wording - *That should erven remain unsold at the date of the sale, such erven be added to the list of erven for the next closed bid sale.*
- (c) That a bidder may only purchase one erf from the combined sales of 215 erven.
-

ANNEXURE "A"**11.1.25 CLOSED BID SALES & UPSET PRICE: EXTENSION 1, MATUTURA**
(C/M 2018/11/22 - G 3/3/2)**RESOLVED:**

- (a) That the erven zoned "*Single Residential*" (Annexure "C" on file) located in Extension 1, Matutura be sold by means of closed bid at the following upset price:
- N\$300.00 / m²
- (b) That closed bid sales be scheduled in terms of the Local Authorities Act 23 of 1992 for the 261 "*Single Residential*" erven located in Extension 1, Matutura, as necessitated by the flexible / fluctuating market demand; subject to Council's standard conditions of sale for closed bid sales, be approved.
- (c) That the closed bid sales be subject to Council's standard conditions of sale for closed bid sales; subject to the following amendment and addition *in cases where the purchaser provides a valid pre-approval or pre-qualification from a registered bank:*
- (i) *That the condition that penalty interest is levied from the date of sale until date of transfer (in the case of a bank guarantee) or until date of payment within the notice period (in the case of cash payment); be amended to be calculated from the date of default, and not backdated from the date of sale; in instances where the purchaser provided a valid pre-approval from a bank.*
- (d) That allocation be done to the highest qualifying bidder on the basis of 1 erf per natural person (married couples, irrespective of the marital regime are regarded as one entity).
- (e) That the registration fee be determined at N\$3 000.00.
- (f) That each bidder be restricted to submit 5 bid forms only; and that no bidder may submit more than 1 bid per erf.
- (g) That should erven remain unsold at the date of the sale, such erven be offered to the registered bidders who are present and may then bid on a second erf.
- (h) That the purchase price be paid within 120 calendar days from the date of sale.
-

11.1.18 **APPLICATION FOR EXTENSION OF TIME TO PAY THE REGISTRATION FEE: ERF 4916, EXTENSION 14, SWAKOPMUND**
(C/M 2021/01/28 - E 4916)

Special Management Meeting of 26 January 2021, Addendum 5.5 page 27 refers.

A. The following item was submitted to the Management Committee for consideration:

1. **Introduction**

The purpose of this submission is for Council to consider an extension of time to pay the registration fee of N\$5 000.00 to proceed with purchasing Erf 4916, Swakopmund by Mr C W Markus.

Annexure "A" is an e-mailed letter dated **13 January 2021** from Mr C Markus requesting another chance to pay the registration fee.

2. **Short Background**

On **12 December 2020** Erf 4916 was offered to Mr C W Markus with due date of payment of the registration fee, **22 December 2020**. The purchase price is N\$420 000.00. A follow up call was made to the client on **12 January 2021** whose explanation is discussed under point 3.

3. **Application for Extension of Time**

Mr Markus indicates that he worked right through the festive season and they were short of staff and as a result he didn't have a chance to make the payment in person. He needed to visit our office to bring the original receipt for compilation of the necessary documents. The municipal offices were closed from **22 December** until **28 December 2020** due to positive cases of corona of two staff members. The Property Officer dealing with the transaction was on leave and returned on **11 January 2021**.

4. **Proposal**

Mr Markus paid the registration on **20 January 2021** under receipt # 259341 (**Annexure "B"**). It is proposed that Council approves the extension of time to Mr Markus to pay the registration fee and permits Mr Markus to purchase Erf 4916.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That Council takes note of the late payment of the registration fee by Mr C W Markus.
 - (b) That Council condones the late payment of the registration fee (N\$5 000.00) and permits Mr C W Markus to purchase Erf 4916, Ext 14, Swakopmund.
-

ANNEXURE "A"

From: Christopher Markus [mailto:chrow.will@gmail.com]
Sent: Wednesday, 13 January 2021 10:20 AM
To: Barbara Ramos Viegas
Cc: Stephny Bruwer
Subject: Re: Next Qualifying Bidder : Offer to purchase Erf 4916, Ext 14, Swakopmund
Good morning Barbara,
Thank you for this opportunity.

I received the offer to purchase the erf on 12 December 2020, at that time I did not had the deposit readily available and had to wait to receive my monthly salary. I got paid on the 22nd December and that morning I received a notice about the closure of the Municipality Office from 22 till 28 December 2020. The deposit had to be paid in cash as the receipt had to be provided to you, but your office were closed on the due date.

I was working the festive period as we were understaffed because of the current pandemic, hence I could not make an enquiry when your offices opened again.
I hope this is reason enough to allow us still a change to pay the deposit.
Kind regards,
Christopher

On Tue, 12 Jan 2021, 15:27 Barbara Ramos Viegas, <bramosviegas@swkmun.com.na> wrote:

Dear Christopher

I refer to our telephone conversation this morning in respect of the sale of Erf 4916.
Kindly motivate or substantiate why the N\$5 000.00 registration fee was not paid on due date, 22 Dec 2020, in order for the general manager Corporate Services to make a decision.
Regards.

From: Christopher Markus [mailto:chrow.will@gmail.com]
Sent: Thursday, 17 December 2020 07:52 AM
To: Barbara Ramos Viegas
Subject: Re: Next Qualifying Bidder : Offer to purchase Erf 4916, Ext 14, Swakopmund

Good morning Barbara,

Herewith we confirm acceptance of this offer, proof of payment will be provided to you shortly.

Thank you.

Kind regards,

Christopher

On Sat, 12 Dec 2020, 09:19 Barbara Ramos Viegas, <bramosviegas@swkmun.com.na> wrote:

Dear Mr Markus

Please reply via email that you **accept or decline** the offer below.

With reference to the telephone call on, **Friday, 04 December 2020** this email serves to confirm that the transaction for **Erf 4916, Swakopmund, Extension 14, Size 762m²**, was cancelled.

You are the next qualifying bidder for the said erf in the amount of **N\$ 420 000.00**

The following **procedure** is now applicable:

6.7 Allocation of an Erf to the Next Qualifying Bidder

In the event of the cancellation of a transaction, the following will apply:

- (a) The erf will be offered to the next qualifying bidder. Such bidder must confirm in writing that he/she/it still wants to purchase the property within **10 days from the date that the offer was sent** failing which the property will be offered to the following qualifying bidder.
- (b) A new 'Declaration of Purchase' will be forwarded to the next qualifying bidder which must be signed and returned to the Swakopmund Municipality together with proof of the payment of the applicable refundable registration fee **within 10 days from the date the offer was made** (in case the registration fee was refunded).
- (c) The **120** day period within which the purchase price must be secured will be calculated to commence from the date when the registration fee and the signed Declaration of Purchase was received.
- (d) The date of sale will be determined to be the date on which the Declaration of Purchase is signed by the new purchaser.
- (e) Should there be no further qualifying bidders, the property will be submitted to a Council meeting to determine the way forward.

Therefore, please confirm whether you accept the allocation of the erf subject to the standard conditions of sale applicable to the sale of **14 December 2018**.

You must confirm acceptance of the allocation and pay the N\$5 000.00 registration fee on or before Tuesday, 22 December 2020. If no payment is received on the said date, the erf will be offered to the next qualifying bidder.

Ä Please also note that should your spouse have been allocated an erf during the sale of **14 December 2018**, you do not qualify for this allocation. Council's conveyancers confirms the marital status of purchasers upon transfer.


Attached a copy of Council's banking details, please e-mail proof of payment within the prescribed period and a locality map. Also, if you have not claimed the registration fee of **N\$5 000.00** to date, kindly ensure that the **original receipt** reach my office on / before **22 December 2020**, in order to compile the **Declaration of Purchase** and the **Deed of Sale**.

Also, please send **copies** of the following :

- your id,
- your spouse's id and
- marriage certificate
- ANC Contract (Marriage Certificate), if applicable

Kind regards,

ANNEXURE "B"

SWAKOPMUND MUNICIPALITY
 Swakopmund Municipality
 Date : 2021/01/20
 Receipt No. : 259341
 Payment Type : C-Card 5228197000311000
 Received From : MR. C.W HARKUS
 Vote Number : 760073203200 -- DIRECT INCOME
 (064) 4104111
 OFFICIAL RECEIPT
 Time : 12:15:53 PM
 Pos : 000
 55, SWAKOPMUND


Payment Analysis :
 General Payment 000019 N\$5000.00
 Amount Paid N\$ 5000.00
 Amount Tendered N\$ 5000.00
 Change N\$ 0.00

Processed by : 000003 -- ONLY MACHINE-PRINTED RECEIPTS VALID

DENU CONTINUOUS STATIONERY CC (Pty) Ltd 2009/13

LMP 3372

11.1.19

SALE OF ERVEN ZONED “GENERAL RESIDENTIAL”:

① EXTENSION 1, MILE 4

② EXTENSION 14

(C/M 2021/01/28 - N 7/3/2/2; E 342 M4, E 343 M4, E 366 M4, E 367 M4 & E 368 M4; E 4908, E 4909 & E 4910)

Special Management Meeting of 26 January 2021, Addendum 5.8 page 46 refers.

A. The following item was submitted to the Management Committee for consideration:

1. INTRODUCTION

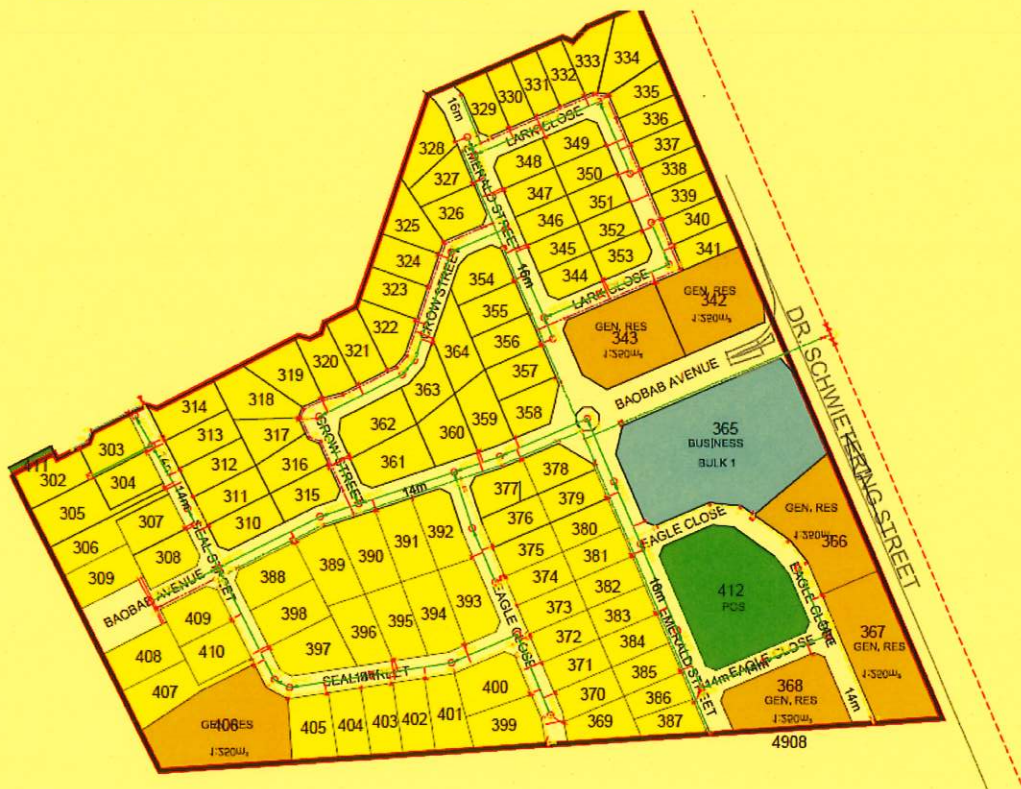
The purpose of this submission is to submit a proposal to Council to sell the available erven zoned “general residential” located in Extension 1, Mile 4 and Extension 14, Swakopmund out of hand by private treaty.

Attached the following Council resolutions passed with reference to these erven:

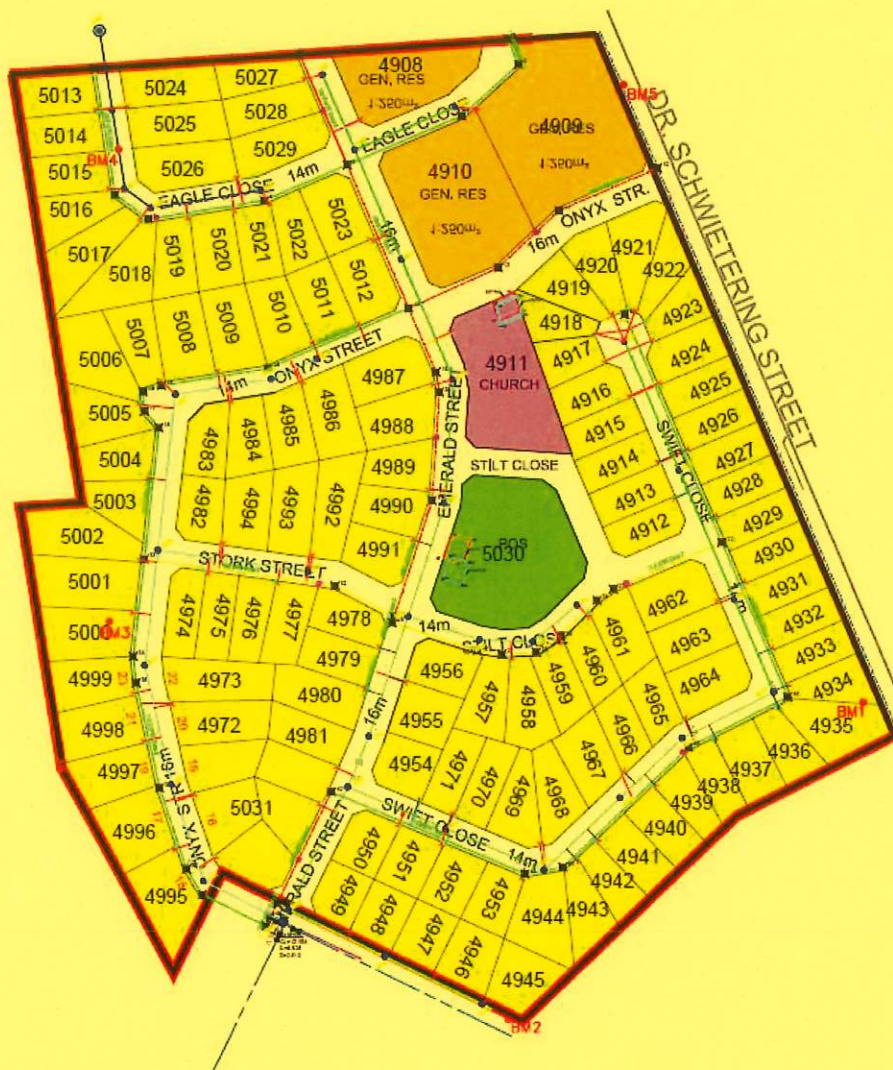
Annexure “A”	:	Item 11.1.16 of 22 February 2018
Annexure “B”	:	Item 11.1.4 of 28 March 2019

The maps below indicate the erven zoned “general residential” located in Extension 1, Mile 4 and Extension 14, Swakopmund

Extension 1, Mile 4 = 5 Erven



Extension 14 = 3 Erven



2. CURRENT SITUATION

On **09 March 2019** Council had a closed bid sale on which 6 of the 8 erven were offered for sale.

As per Council’s resolution passed on **22 February 2018** under item 11.1.16 2 of the 8 erven 2 were reserved for future sale. Point (h) of the resolution is quoted below:

(h) That the following 2 erven zoned “General Residential” located in Extension 1, Mile 4 be reserved for future sale by closed bid at which time an upset price be determined:

Erf	Size
342	3 012
368	2 759

Of the 6 erven, 1 transaction was successful and 1 is still pending an extended time granted to perform (Erf 4908, Swakopmund).

Therefore, of the 6 erven 4 erven (excluding the 2 erven above) are available for sale out of hand to an applicant who secures payment first:

Erf #	Size	Comments
343	3 238	Transferred to purchaser.
366	3 406	Available.
367	3 829	Available.
4908	2 034	Extension of time to perform granted until 26 February 2021 (Council resolution of 19 November 2020, item 11.1.27)
4909	5 141	Available.
4910	4 119	Available.

In this regard Council passed the following resolution on **28 March 2019** under item 11.1.4, point (c):

(c) That the following 5 erven be approved for sale by closed bid sale at an upset price of N\$850.00/m²:

Extension 1, Mile 4			Extension 14		
Erf	Size	Upset Price	Erf	Size	Upset Price
366	3 406	2 895 100.00	4909	5141	4 369 850.00
367	3 829	3 254 650.00	4910	4119	3 501 150.00
4908 ★	2034	1 728 900.00			

★ Separate submission in this regard is tabled to Council.

4. Proposal

On **22 February 2018** Council under item 11.1.16 approved the upset price for these erven at N\$850.00/m²; the average price per square meter obtained at the sale of 09 March 2019 was N\$947.00.

It is proposed, that the following 4 erven be published for sale out of hand for allocation to the first applicant who secures the purchase price by guarantee or electronic transfer to reflect on Council bank account.

	Erf #	Size	Purchase Price Calculated at N\$950.00/m ²
1	366	3 406	3 235 700.00
2	367	3 829	3 637 550.00
3	4909	5 141	4 883 950.00
4	4910	4 119	3 913 050.00

That applications only be accepted after publication of the notice.

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That points (b) until (i) of Council's decision passed on **28 March 2019** under item 11.1.4 be repealed (see Annexure "B").
- (b) That the following 4 erven zoned "**General Residential**" located in Extension 1, Mile 4 and Extension 14, Swakopmund be sold out of hand:

	Erf #	Size	Purchase Price Calculated at N\$950.00/m ²
1	366	3 406	3 235 700.00
2	367	3 829	3 637 550.00
3	4909	5 141	4 883 950.00
4	4910	4 119	3 913 050.00

- (c) That applications for these erven only be accepted after publication of the public notice to this effect in terms of section 63 of the Local Authorities Act (of which submission of objections forms part).
- (d) That allocation be done to the first applicant who secures the purchase price by bank guarantee or electronic fund transfer to reflect as available funds on Council's bank account.
- (e) That the erven be allocated on the basis of 1 erf per person / entity (a person may not purchase an erf in his / her personal name as well as in an entity in which he / she holds an interest). Married couples be regarded as one entity irrespective of the marital regime.
- (f) That prior to signing deeds of sale, approval be obtained from the Ministry of Urban and Rural Development in terms of section 63 of the Local Authorities Act irrespective whether objections are received.
- (g) That the purchasers be cautioned that due to point (f) above the transactions might not be approved and / or may be subject to lengthy delays.
- (h) That should the sale of the above 4 erven prove successful, Council's resolution passed on 22 February 2018 under item 11.1.16 be repealed and the following 2 erven be sold accordingly:

<i>Erf</i>	<i>Size</i>
342	3 012
368	2 759

ANNEXURE "A"

11.1.16 **SALE OF ERVEN ZONED "GENERAL RESIDENTIAL":**① **EXTENSION 1, MILE 4**② **EXTENSION 14**

(C/M 2018/02/22 - N 7/3/2/2; E 342 M4, E 343 M4, E 366 M4, E 367 M4, E 368 M4; E 4908, E 4909, E 4910)

RESOLVED:

That the Management Committee resolution under item 10.5 as quoted below be condoned:

- (a) That a closed bid sale be scheduled in terms of the Local Authorities Act 23 of 1992 for the sale of 6 of the 8 "General Residential" erven located in Extension 1, Mile 4 and Extension 14; subject to Council's standard conditions of sale for closed bid sales.
- (b) That the following 6 erven be approved for sale by closed bid sale at an upset price of N\$850.00/m²:

Extension 1, Mile 4		
Erf	Size	Upset Price
343	3 238	2 752 300.00
366	3 406	2 895 100.00
367	3 829	3 254 650.00

Extension 14		
Erf	Size	Upset Price
4908	2034	1 728 900.00
4909	5141	4 369 850.00
4910	4119	3 501 150.00

- (c) That allocation be done to the highest qualifying bidder on the basis of 1 erf per person / entity (married couples, irrespective of the marital regime are regarded as one entity).
- (d) That the registration fee be determined at .75% of the highest upset price for the respective zonings:
- N\$32 500.00 for the 6 "General Residential" erven.
- (e) That payment of the registration fee entitles a person / entity to submit 5 bids for different erven.
- (f) That should erven remain unsold at the date of the sale, such erven be offered to the registered bidders who are present and may then bid on a second erf.
- (g) That the purchase price be paid within 90 calendar days from the dates of sale date of sale.
- (h) That the following 2 erven zoned "General Residential" located in Extension 1, Mile 4 be reserved for future sale by closed bid at which time an upset price be determined:

Erf	Size
342	3 012
368	2 759

- (i) That future applicants for these two erven for sale by private treaty be informed of point (h) above.

ANNEXURE "B"

11.1.4 EXTENSIONS 1, MILE 4 AND 14, SWAKOPMUND: AVAILABILITY OF GENERAL RESIDENTIAL ERVEN

(C/M 2019/03/28 - E 342, E 343, E 366, E 367, E 368, E 4908, E 4909, E 4910)

RESOLVED:

- (a) That the following applicants be informed that Council considered their applications to purchase erven remaining after the finalization of the closed by sale of 09 March 2018 by private treaty, but decided that the cancelled erven be reserved for sale by closed bid:

- ① INP Development Trust
 ② Goodness Properties CC
 ③ Jatavi Trading Enterprises CC

- (b) That a closed bid sale be scheduled as and when the market determines in terms of the Local Authorities Act 23 of 1992 for the sale of the following 5 "General Residential" erven located in Extension 1, Mile 4 and Extension 14; subject to Council's standard conditions of sale for closed bid sales.

- (c) That the following 5 erven be approved for sale by closed bid sale at an upset price of N\$850.00/m²:

Extension 1, Mile 4		
Erf	Size	Upset Price
366	3 406	2 895 100.00
367	3 829	3 254 650.00
4908 *	2034	1 728 900.00

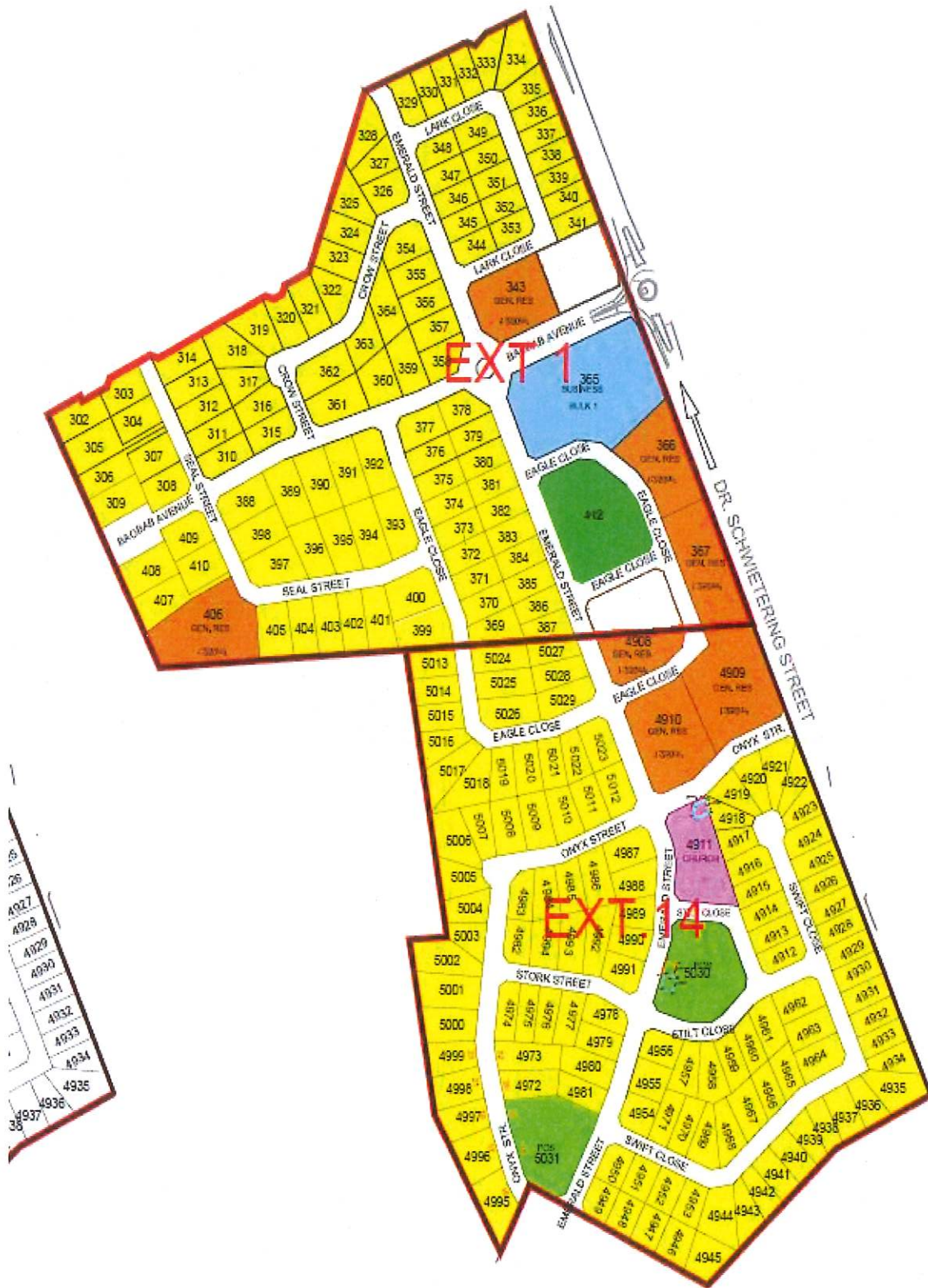
Extension 14		
Erf	Size	Upset Price
4909	5141	4 369 850.00
4910	4119	3 501 150.00

* Separate submission in this regard is tabled to Council.

- (d) That allocation be done to the highest qualifying bidder on the basis of 1 erf per person / entity (married couples, irrespective of the marital regime are regarded as one entity).
- (e) That the registration fee be determined at .75% of the highest upset price for the respective zonings:
- N\$32 500.00 for the 6 "General Residential" erven.
- (f) That payment of the registration fee entitles a person / entity to submit 5 bids for different erven.
- (g) That should erven remain unsold at the date of the sale, such erven be offered to the registered bidders who are present and may then bid on a second erf.
- (h) That the purchase price be paid within 90 calendar days from the date of sale.
- (i) That the closed bid sales be subject to Council's standard conditions of sale for closed bid sales; subject to the following amendment and addition approved by Council on 22 November 2018, in cases where the purchaser provides a valid pre-approval or pre-qualification from a registered bank:

That the condition that penalty interest is levied from the date of sale until date of transfer (in the case of a bank guarantee) or until date of payment within the notice period (in the case of cash payment); be amended to be calculated from the date of default, and not backdated from the date of sale; in instances where the purchaser provided a valid pre-approval from a bank.

ANNEXURE "C"



- 11.1.20 **01: LEASE APPLICATION FOR CONSTRUCTION SITE BY CHINA GEZHOUBA GROUP COMPANY LIMITED**
02: CANCELLATION OF LEASE AGREEMENT WITH LUKA ROADS, RAILS AND CIVILS
 (C/M 2021/01/28 - 13/3/1/5)

Special Management Meeting of 26 January 2021, Addendum 5.9 page 53 refers.

A. The following item was submitted to the Management Committee for consideration:

1. Introduction

The purpose of this submission is for Council to:

- ① *accept the cancellation of the lease agreement entered into with Luka Roads, Rails and Civils (hereinafter referred to as LUKA) for a construction site and accommodation of workers; and*
- ② *consider an application by China Gezhouba Group Company Limited (hereinafter referred to as CGGC) for a construction site on the same terms and conditions approved by Council on **28 May 2020** under item 11.1.19.*

Council's resolution of **28 May 2020** under item 11.1.19 is attached as **Annexure "A"**.

The initial application from LUKA dated **05 May 2020** is attached as **Annexure "B"**. The Council resolution of **28 May 2020** was passed allocating the land to LUKA as no mention was made of CGGC in their application.

Attached as Annexure "C" is a letter dated **13 October 2020** from LUKA confirming that the name of the entity should be CGGC. LUKA also confirms in the said letter that they no longer pursue the application for the additional portion of land (Council approved the additional lease site on **29 October 2020** under item 11.1.29).

2. Current Situation

On **18 November 2020** a meeting was held with LUKA and CGGC.

It was concluded that the lease with LUKA be cancelled and that CGGC will apply for the land for the establishment of a construction site and accommodation of workers.

CGGC was appointed as subcontractor of Project C001: Upgrading of the Railway Line between Walvis Bay and Kranzberg. The lease agreement for the construction site of CGGC was approved as per the application by LUKA in their name. For this reason CGGC cannot claim payments from the main contractor for the execution of their work.

Attached as **Annexure "D"** a letter dated **14 January 2021** received from CGGC. Attached to their letter are the following documents:

- *A letter from LUKA dated **18 November 2020** cancelling the current lease;*
- *A letter from Council to LUKA dated **17 December 2020**;*
- *Proposed camp layout;*
- *Camp construction details;*
- *Environmental Closure Plan*
- *Locality Plan (site coordinates)*

3. **Discussion**

It is proposed that the application of CGGC be considered on the same terms and conditions approved for LUKA on **28 May 2020** under item 11.1.19 as reflected in the recommendation below.

Currently the lease account of LUKA is in arrears in the amount of N\$ 177 597.40. CGGC undertook to settle the outstanding rental amount

CGGC applies for a site for use as a contractor's camp, engineer's offices and site laboratory. They will accommodate 30 workers on site and have a 24-hour security guardhouse.

They apply for a lease period of 30 months.

Attached to **Annexure "D"** is a map and coordinates indicating the location of the site. As per their letter they apply for a site of (73.2m x 68m) + (48m x 30.6m) = 6 446.4m². They also confirm that the actual area that will be used by them measures 7 390.24m². The area outside the perimeter fence on the southern side will be used for visitors' parking, parking of transport vehicles and turning facilities for large vehicles.

Seeing that the additional area of 943.84m² (7 390.24m² - 6 446.4m²) will be used by CGGC it is proposed that the per square meter rental be levied on the entire area.

B. **After the matter was considered, the following was:-****RECOMMENDED:**

- (a) That the lease agreement for the construction and accommodation site for Luka Roads, Rails and Civils be cancelled and that Luka Roads, Rails and Civils settles the outstanding rental in the amount of N\$177 597.40.
- (b) That the application by China Gezhouba Group Company Limited (as subcontractor of Project C001: Upgrading of the Railway Line between Walvis Bay and Kranzberg) to lease a portion of land measuring 7 390.24m² be approved as per coordinates (on file), for the exclusive purposes:
 - (i) *Of establishing a contractor's camp, engineer's offices and site laboratory; and*
 - (ii) *Accommodation of their 30 workers.*
- (c) That permission be applied for from the Honourable Minister of Urban and Rural Development in terms of section 30 (1) (t) to amend the lease agreement to reflect China Gezhouba Group Company Limited as the lessee.
- (d) That China Gezhouba Group Company Limited be granted permission to occupy the lease site whilst point (c) is being attended to.
- (e) That the following conditions be applicable:
 - (i) *That the lease term be set for 30 months, without an option to renew.*
 - (ii) *That either party can give 3 calendar months' written notice of the cancellation of the agreement.*
 - (iii) *That the lease of the land be at a rental amount of:*

⊘ 7 390.24m² - total area being used at N\$2.42 / m² / month = N\$ 17 884.38 / month + 15% VAT (N\$ 2 682.66) = N\$ 20 567.04.

⊘ Accommodation units / unit / month = N\$332.75 / month + 15% VAT (N\$49.91) = N\$382.66 per unit (the number of staff units to be confirmed from drawing CGGC-2020-004).

The first 7% escalation will be on 1 June 2021.

- (iv) That a refundable deposit, equal to one month's rent be paid.
 - (v) That a deposit of N\$100 000.00 be paid for the rehabilitation of the area, if required.
 - (vi) That, if applicable, China Gezhouba Group Company Limited be required to pay a refundable electricity deposit equal to the monthly rental which shall be applied and used only if an outstanding account remains with Messrs Erongo RED upon termination of the lease.
 - (vii) That the remainder of (vi) be refunded to the lessee on presentation of proof to the General Manager: Finance that the electricity account from Messrs Erongo RED in the name of the lessee has been paid in full.
 - (viii) That China Gezhouba Group Company Limited makes arrangements for the provision and usage of electricity with Messrs Erongo RED at its own cost.
 - (ix) That, if required due to the zoning of the lease area being "Undetermined", Council gives consent to China Gezhouba Group Company Limited in terms of the Town Planning Amendment Scheme 12 to engage in construction and manufacturing activities required for the road tender.
 - (x) That China Gezhouba Group Company Limited register as a business with the Health Services & Solid Waste Management.
 - (xi) That Council's standard conditions of lease be applicable to the agreement as per Property Policy:
 1. that all costs for the lease transaction be for the lessee's account, inclusive of, but not limited to the cost of advertising Council's intention to lease in terms of the Local Authorities Act, Act 23 of 1992, as amended and the cost of compiling a lease agreement
 2. Council to be indemnified by the lessee against any possible claims for damage by anyone or person arising from the use of the property by the lessee.
 3. no construction of permanent structures will be permitted
 4. the lessee has no option to purchase the lease site
 5. no subletting without Council's approval
 6. the lease agreement is not transferable and will not form part of an estate
 7. that Council be informed of any change in shareholding of the company
 8. that the lessee accepts that no rights will accrue to them from Council's resolution unless all the relevant conditions of the Property Policy are complied with in full and all the relevant authorities have given the necessary permission, if applicable.
 - (xii) That the following special conditions be applicable:
 1. That the lessee shall be responsible for the cleanliness and tidiness of the property.
 2. That there is no guarantee that the property is suitable for the lessee's purposes.
 3. That written permission be obtained, should the lessee wishes erect any sign or advertising material on the outside of the Property.
 4. That no subletting be allowed.
 5. That a site specific environmental management plan be provided.
- (f) That the following conditions be applicable specifically to the accommodation of personnel:
- (i) The accommodation facilities shall be fenced off from the working area.
 - (ii) Suitable firefighting equipment shall be installed in all facilities and shall be inspected by Fire Fighting Section prior to occupation.

- (iii) *That before occupation of the accommodation units, the facility shall be inspected by Health Services & Solid Waste Management Department and only if found fit for habitation, may it be occupied.*
- (iv) *As an alternative to the sewage treatment system, a containment tank may be used, with the tank emptied regularly with a water-truck and the sewage disposed to the municipal disposal works with prior arrangement with the Swakopmund Municipality.*
- (v) *If meals are prepared on site, and food stored on site, a fully functional kitchen shall be provided, complete with suitable refrigeration / freezers to maintain food in safe condition. This facility shall be inspected by Health Services & Solid Waste Management Department at regular intervals.*
- (vi) *An area shall be prepared for personnel recreation after hours / outside working time.*
- (vii) *All accommodation facilities, and all walking areas shall be provided with sufficient lighting.*
- (viii) *It is also recommended that:*
- no pets be kept at the accommodation*
 - alcohol not be allowed*
 - walkways provided with gravel to keep the accommodation clean*
- (ix) *Potable water for residential purposes be provided at the cost of the lessee to the satisfaction of the Health Services & Solid Waste Management*
-

ANNEXURE "A"**11.1.19 APPLICATION FOR A SITE TO ACCOMMODATE WORKFORCE FOR THE COMPLETION OF PROJECT FOR THE UPGRADING OF THE RAILWAY LINE BETWEEN WALVIS BAY AND KRANZBERG**

C/M 2020/05/28 - 13/3/1/5)

RESOLVED:

- (a) That the application by Luka Roads, Rails and Civils (Pty) Ltd (as subcontractor of Project C001: Upgrading of the Railway Line between Walvis Bay and Kranzberg) to lease a portion of land measuring 6 000m² be approved, for the exclusive purposes:
- (i) *Of establishing a construction site to store equipment and a workshop for the execution of their project; and*
 - (ii) *Accommodation of their personnel (number of persons and accommodation units still to be confirmed).*
- (b) That permission be applied for from the Honourable Minister of Urban and Rural Development in terms of section 30 (1) (t) to enter into the lease agreement.
- (c) That Luka Roads, Rails and Civils (Pty) Ltd be granted permission to occupy the lease site whilst point (b) is being attended to.
- (d) That the following conditions be applicable:
- (i) *That the lease term be set for 36 months, without an option to renew as Council will require the land for the commercial township which will be finalized / established at the time.*
 - (ii) *That either party can give 3 calendar months' written notice of the cancellation of the agreement.*
 - (iii) *That the lease of the land be at a rental amount of:*
 - ⊗ *6 000m² - total area being leased at N\$2.42 / m² / month = N\$14 520.00 / month + 15% VAT (N\$2 178.00) = N\$16 698.00*
 - ⊗ *Accommodation units / unit / month = N\$332.75 / month + 15% VAT (N\$49.91) = N\$382.66 per unit (the number of staff units be confirmed by Luka Roads, Rails and Civils)*

The first 10% escalation will be on 1 June 2021.
 - (iv) *That a refundable deposit, equal to one month's rent be paid.*
 - (v) *That a deposit of N\$100 000.00 be paid for the rehabilitation of the area, if required.*
 - (vi) *That, if applicable, Luka Roads, Rails and Civils (Pty) Ltd be required to pay a refundable electricity deposit equal to the monthly rental which shall be applied and used only if an outstanding account remains with Messrs Erongo RED upon termination of the lease.*
 - (vii) *That the remainder of (vi) be refunded to the lessee on presentation of proof to the General Manager: Finance that the electricity account from Messrs Erongo RED in the name of the lessee has been paid in full.*
 - (viii) *That Luka Roads, Rails and Civils (Pty) Ltd makes arrangements for the provision and usage of electricity with Messrs Erongo RED at its own cost.*
 - (ix) *That, if required due to the zoning of the lease area being "Undetermined", Council gives consent to Luka Roads, Rails and Civils (Pty) Ltd in terms of the Town Planning Amendment Scheme 12 to engage in construction and manufacturing activities required for the road tender.*

- (x) *That Luka Roads, Rails and Civils (Pty) Ltd register as a business with the Health Services & Solid Waste Management.*
- (xi) *That Council's standard conditions of lease be applicable to the agreement.*
- (xii) *That the following special conditions be applicable:*
1. *That the lessee shall be responsible for the cleanliness and tidiness of the property.*
 2. *That there is no guarantee that the property is suitable for the lessee's purposes.*
 3. *That written permission be obtained, should the lessee wishes erect any, sign or advertising material on the outside of the Property.*
 4. *That no subletting be allowed.*
- (e) *That the following conditions be applicable specifically to the accommodation of personnel:*
- (i) *The accommodation facilities shall be fenced off from the working area.*
 - (ii) *Suitable firefighting equipment shall be installed in all facilities and shall be inspected by Fire Fighting Section prior to occupation.*
 - (iii) *That before occupation of the accommodation units, the facility shall be inspected by Health Services & Solid Waste Management Department and only if found fit for habitation, may it be occupied.*
 - (iv) *As an alternative to the sewage treatment system, a containment tank may be used, with the tank emptied regularly with a water-truck and the sewage disposed to the municipal disposal works with prior arrangement with the Swakopmund Municipality.*
 - (v) *If meals are prepared on site, and food stored on site, a fully functional kitchen shall be provided, complete with suitable refrigeration / freezers to maintain food in safe condition. This facility shall be inspected by Health Services & Solid Waste Management Department at regular intervals.*
 - (vi) *An area shall be prepared for personnel recreation after hours / outside working time.*
 - (vii) *All accommodation facilities, and all walking areas shall be provided with sufficient lighting.*
 - (viii) *It is also recommended that:*
 - *no pets be kept at the accommodation*
 - *alcohol not be allowed*
 - *walkways provided with gravel to keep the accommodation clean*
 - (ix) *Potable water for residential purposes be provided at the cost of the lessee to the satisfaction of the Health Services & Solid Waste Management Department and Engineering & Planning Services Department.*
-

ANNEXURE "B"



T	Transport and Traffic	A	Public Works
F	Finance and Procurement	M	Municipal Services
C	Community Development	U	Urban Planning
E	Engineering and Construction	S	Security
W	Water Services		

Our ref: LandApp
Your ref:

5 May, 2020

Chief Executive Officer (CEO)
Swakopmund
Private Bag
SWAKOPMUND
Namibia

Attention: Mr. A. Benjamin

RE: APPLICATION FOR A TEMPORARY DESIGNATED PORTION OF LAND/ERF IN THE DISTRICT OF SWAKOPMUND TO BE USED AS A CAMP FOR WORKFORCE IN FULFILMENT OF CONTRACTUAL OBLIGATIONS RELATING TO PROJECT AWARD NO. MWT-DRIM/TIIP2018/A1.2A FOR THE COMPLETION OF PROJECT C001; UPGRADING OF THE RAILWAY LINE BETWEEN WALVIS BAY AND KRANZBERG.

1. INTRODUCTION:

I the undersigned, Johannes Kawela Asino, Executive Director of Luka Roads, Rails & Civils hereby would like to officially express our interest in applying for a (full or partial) Council identified area of land or erf at Swakopmund via a temporary lease or usage agreement. If successful, this land would be earmarked for the purpose of successfully completing the railway line project as referenced in the subject heading above.

In an attempt to assist and expedite the process on behalf of the Council, we have identified a suitable area on the B1 highway opposite the Unik Construction site measuring approximately 6000sqm for you to consider. Please find the google earth location attached under *Appendix A* for ease of reference.

We are a 100% Namibian owned, property development and construction company named *Luka Road, Rails & Civils (Pty) Ltd*, who have successfully been nominated as Sub-Contractor on the Walvis Bay/Kranzberg railway line project. Please find attached under *Appendix B* our company profile for your perusal.

2. BENEFITS TO COUNCIL:

This project has the potential to bring numerous benefits to the Council, which include but are not limited to:

- a) Income for the Council in the form of lease rates;
- b) Economic stimulation of the growing capacity of the Erongo region, through the completion of the project, which in turn aims to open trade and business relations between Erongo region and neighbouring markets regional and local;
- c) Permanent and Temporary Employment creation;

Managing Members: Mr. John Asino





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E	john@lukagroup.com.na		Windhoek
W	www.lukagroup.com.na		Windhoek

3. CONCLUSION:

In order to achieve the long term and short terms goals of this project, we humbly request your esteem Council to do the following:

- i. Identify a suitable designated area for a campsite to be established, **if our proposed area is not suitable and/or available for consideration**;
- ii. Expediate the approval processes so as to eliminate any forms of unnecessary bureaucratic delays.

If our application is favorably considered, the ideal course of action in terms of our company finalizing the access to the land/designated area would be as follows:

1. If so required to do a presentation to Council on the proposed Project Works at a mutually agreeable time (**only if deemed necessary by Council**).
2. Furthermore, provide Council with a detailed list of all equipment, Machinery and personnel to be stationed at the identified area, lastly;
3. Provide council with a guarantee letter, that at all material times, the site will be clean for the duration of the project and further restored as far as possible to the same condition as leased.

In the event that the information provided in this submission needs clarification, amplification or modification on aspects of the Council's requirements we wish to emphasize our willingness and flexibility to negotiate such variations on a fair and equitable basis between the Council of Swakopmund and Luka Road Rails & Civils (Pty) Ltd.

We are hopeful that the Swakopmund Council will heed our call to render our services in completion of the project and to the Namibian nation in general.

Yours sincerely,

Johannes Kawela Asino
Executive Director

(cell): 081 140 4441, (email): john@lukagroup.com.na
For **LUKA ROADS Rails & CIVILS (PTY) Ltd**





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A PO Box 40768
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 Windhoek
 Namibia

General Manager
Engineering Services
Swakopmund Municipality
P.O Box 53
Swakopmund

13 October 2020

Re: Amending of the approval letter/agreement awarded to Luka Road Rails and Civils project to include our lead partner China Gezhouba Investment Group.

I write to your esteem municipal council to notify you that Luka roads and civils was successfully awarded a temporary portion of land within your jurisdiction for the upgrading of the Railway line between Walvis and Kranzberg, the letter is dated 09/07/20. We have further taken occupation of that designated area and have begun setting up works as required.

On that basis, we therefore would like to request your council for an amendment of the approval to include our lead partner as they are an integral part in completing the works associated with the project. Reason for amending the contract is that the consultant (BigenKuumba) doesn't want to recognize the agreement that is in place, because the contract of construction of the railway was awarded to China Gezhouba Investment Group.

Secondly, it has come to our attention that a termination of campsite dated 09/10/20 was issued to us, on the basis of illegal utilization of servitude. We humbly request that this is uplifted as, it was not malicious intent on our part however merely an oversight in notifying council that we are working with a lead partner. It has always been and remains our wish to cooperate lawfully and in the best interest of the council and the project.

Lastly, we would like to cancel the application for a second temporary piece of land email dated 03/08/20, on the basis that after careful analysis of the scope of works, the current land designated to our company is sufficient for its intended purpose.

Kindly accept my assurances that we will uphold and commit ourselves to carry out our mandate to the highest esteem, as required.

.....*John K. Asino*.....

John K. Asino
Executive Director



ANNEXURE "D"



中国葛洲坝集团股份有限公司
CHINA GEZHOUBA GROUP CO.,LTD

Our reference: A1.2Akf015

14th January 2021

For the Attention of:
Corporate Services & HC
Municipality of Swakopmund
P O Box 53
Swakopmund
Namibia

Dear Mr. Swarts

**UPGRADING OF THE RAILWAY LINE BETWEEN WALVIS BAY AND
KRANZBERG; WORKS PACKAGE C001: WALVIS BAY - ARANDIS
ICB NO: MWT-DRIM/TIP2018/A1.2A
APPLICATION FOR LEASE AGREEMENT FOR CONSTRUCTION CAMP - CGGC**

Further to China Gezhouba Group Company Limited (CGGC) being awarded the above contract, we have logistically decided to establish and have our base of operations here in Swakopmund. It is for this reason that we would like your office to consider this application to enter into a lease agreement with the Municipality of Swakopmund (MoS) for us to realize our need.

A section of land that falls within the MoS jurisdiction has been identified which has been inspected by your Engineering and Planning Services department. Previously this same tract of land was applied for on behalf of CGGC by Luka Roads, Rails and Civils (Pty) Ltd (Luka). The result was that for some reason the lease agreement was issued in the name of Luka. In accordance with the Lease Agreement, the fact that CGGC is occupying the land is contrary to the terms of the agreement. It is to this end that we engaged your office to rectify this.

The agreed process required us to cancel the Luka agreement and resubmit in the name of CGGC.

For ease of reference the following documentation is attached, and has bearing to the application:

- Luka cancellation letter, dated: 18th November 2020,
- MoS confirmation letter, dated: 17th December 2020,
- Proposed camp layout and footprint to be rehabilitated,
- Camp construction details,
- Environmental Closure Plan,
- Locality Plan (Site Coordinates)



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Int. Office: Tower F, Ocean International Center, 208 Ciyunsi Beili, Chaoyang District, Beijing, P. R. China 100025

Tel/Fax: +86-10-59525952/59525951

湖北省武汉市解放大道 558 号葛洲坝大厦-430033

Tel/Fax: +86-27-59520197/59520195

Regd. Office: Gezhouba Tower, No.558 Jiefang Avenue, Wuhan, Hubei Province, P. R. China 430033

Website: <http://www.cggc.cn>

E-mail: cggc@cggcintl.com

The basis of our requirement is to be able to both accommodate a percentage of our staff required for the project, as well as have facilities to manage and support the project.

We will erect temporary structures that will be removed on completion. These facilities will be connected to bulk services while in operation. If our application is favourably received and approved, we will enter into the required agreements with the relevant service providers. We will also ensure to manage our effluent and general waste together with the relevant MoS departments due to the environmental sensitivity of these actions.

Practically we will require access to the identified area and its immediate surroundings. Typically, the surround area outside the perimeter fence on the southern side will be used for visitors parking, parking of transport vehicles and turning facilities for large vehicles. We highlight this as part of our submission so to give you comfort that we will, on completion, also include this in our rehabilitation.

The required area will consist of three main areas, namely: Contractor's Camp, Engineer's Offices, and the Site Laboratory. As can be seen from the attached drawings, adequate facilities have been allowed for ablutions, security, and social well-being of the occupants of the camp. Over and above the allowance for 30 residents within the Contractor's camp, there are also guardhouse facilities as 24-hour security is a requirement of the above project. The rest of the facilities will be occupied during working time.

It is estimated that an average of fifty people will use this facility as their base of operation during working hours, which will then reduce to an estimated 30-40 people over night (security included).

Our request is to enter into a temporary lease agreement with the MoS for a period of 30 months from the inception of the Agreement. The area that we are proposing to occupy is $(73.2\text{m} \times 68\text{m}) + (48\text{m} \times 30.6\text{m}) = 6\,446.4\text{ m}^2$. We have however estimated that an area of $7\,390.24\text{ m}^2$ is likely to be rehabilitated on completion. This is also indicated on an attachment.

In conclusion we assure you of our commitment to achieving a resolution regarding the history associated with the previous lease agreement and are equally committed to the future arrangement between us and yourselves. We also believe this will benefit to the local economy for both the Town and Region together with Employment opportunity for the local community.


We ask for your consideration as well as the necessary feedback, and feel free to contact us if you require any further information pertaining to the above.

We assure you of our best attention, and remain



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 Website: <http://www.cggc.cn> E-mail: cggc@cggcintl.com

Yours Faithfully,

Chen Bo 

Contractor's Representative

China Gezhouba Group Company Limited



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 W www.lukagroup.com.na

18 November 2020

Chief Executive Officer
 Swakopmund
 Private Bag
 SWAKOPMUND
 Namibia

Attention: Mr. A. Benjamin

RE: CANCELAN APPLICATION FOR A TEMPORARY DESIGNATED PORTION OF LAND/ERF IN THE DISTRICT OF SWAKOPMUND AWARDED TO LUKA ROADS RAILS AND CIVILS CC TO BE USED AS A CAMP FOR WORKFORCE IN FULFILMENT OF CONTRACTUAL OBLIGATIONS RELATING TO PROJECT AWARD NO. MWT-DRIM/TIP2018/A1.2A FOR THE COMPLETION OF PROJECT C001; UPGRADING OF THE RAILWAY LINE BETWEEN WALVIS BAY AND KRANZBERG.

Reference is made to the above subject matter and our application letter dated 8/04/2020, to which we were successfully awarded the land as requested in a letter dated 09/07/2020. Further reference is made to our amendment letter dated 13/10/2020 in which we requested your esteemed Council to include our technical partner (China Gezhouba Investment Group) to the land use process.

After careful consideration and consultation between both companies and further after consultation with the Council on the issue pertaining to the use of the land. Luka Road Rails and Civils CC is requesting that the award for the land be cancelled and as such the technical partner (China Gezhouba Investment Group) will then apply for the land in their capacity. The reason for this is purely based on logic as the contract was awarded to the technical partner and not to Luka Roads Rails and Civils.

We therefore humbly request that the Council remain favorable towards our technical partner as they were when considering our intended application; this is premised on the fact that the purpose of the project and the benefits deriving from the project have not changed.

In the event that the information provided above needs clarification, amplification and/or modification. We wish to emphasize our willingness and flexibility to provide such information and clarification where necessary.

I trust the above is in order, kindly accept my assurances in this regard.

John K. Asino
 Executive Director
 (cell): 081 140 4441, (email): john@lukagroup.com.na
 For LUKA ROADS & CIVILS (PTY) Ltd



13/3/15

MUNICIPALITY OF SWAKOPMUND

(064) 4104216
 088 614 514
 53 Swakopmund
 NAMIBIA
 www.swkmun.com.na
 auushona@swkmun.com.na

Enquiries: Ms A Uushona

17 December 2020

Luka Roads, Rails and Civils (Pty) Ltd
 P O Box 40768
 Ausspahnplatz
 10017
 Namibia

Attention: Mr Johannes K. Asino
john@lukagroup.com.na / asinokawela@gmail.com / 081 140 4441

Dear Sir

DIFFERENCE IN SIZE OF THE LEASE AREA

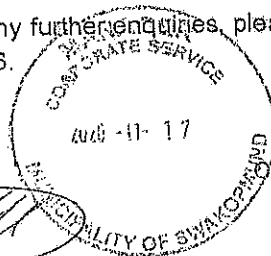
I acknowledge receipt of your letter dated 03 November 2020 the content whereof is noted.

Subsequent to your letter dated 03 November 2020 a meeting was held on 18 November 2020 with you representing Luka Roads, Rails and Civils (Pty) Ltd and representatives of China Gezhouba Investment Group. It was concluded that the lease agreement entered into with Luka Roads, Rails and Civils (Pty) Ltd will be cancelled. China Gezhouba Investment Group (*subcontractor of Project C001: Upgrading of the Railway Line between Walvis Bay and Kränzberg*) will apply for a portion of land to lease for establishing a construction site to store equipment and a workshop for the execution of their project; and accommodation of their personnel.

In conclusion, the cancellation of the lease agreement with Luka Roads, Rails and Civils (Pty) Ltd will be submitted to Council. Please take note that the current outstanding rental due amounts to N\$177 597.40 (see attached).

Should you have any further enquiries, please do not hesitate to contact Ms A Uushona at 064-4104216.

Yours faithfully



Copy: GM: Engineering & Planning Services
 (please confirm whether a site visit was arranged with China Gezhouba Investment Group for the correct site and size)

Mr MPC Swarts
 GM: Corporate Services & HC

/au

All correspondence must be addressed to the Chief Executive Officer

BO080-Current Account Details

Account Number: 0100064400 TENANT LUKA ROADS, RAILS & CIVILS CC
 Term-D: Stand: 001 001 00000000 00600 0000 0000
 Clearance Appl.Date: Addr: 0 SUNDRY ACCOUNTS
 Clear Cert.Print: N Post.Add: P O BOX 90255
 Sect-Title: WINDHOBK
 Clear Dates From: to: 9000
 ID: Cmplx:
 Total N/o: Coll:
 Deb Ep: 12 - SUNDRY RENT

202012: PENDING / UNALLOCATED Receipts 0.00

Option	2020119	BALANCE B/F		151715.50	
Option	20201216	BITB: 6000K		14520.00	2178.00
Option	20201216	ACCOMMODATI		7986.00	1197.90
Option		TOTAL		177597.40	
Option		CURRENT BAL:		177597.40	
Option		CASH UNTIL-	20201216		
Option					
Option					
Option					
Option					
Option					
No-Rep:	1	No-Notes:	4	No-Ext/Arr:	Due-Date: 20210107

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Design Drawings of the contractor's camp

NO.	DEAWING NO.	DEAWING TITLE	NOTE
1	CGGC-2020-001	Layout of contractor's camp	
2	CGGC-2020-002	Office Area 1	
3	CGGC-2020-003	Office Area 2, Office Area 3	
4	CGGC-2020-004	Accommodation Area	
5	CGGC-2020-005	Living Function Area 1	
6	CGGC-2020-006	Living Function Area 2	
7	CGGC-2020-007	Construction Drawing Of Basketball Course	
8	CGGC-2020-008	Contractor's Camp Rubble Pavement Structure	
9	CGGC-2020-009	Contractor's camp fence and car shed drawing	
10	CGGC-2020-010	Contractor'S Camp Water And Electricity Arrangement Plan	
11	CGGC-2020-011	Detailed design drawing of street lamp and Septic tank	

Description of contractor's camp design

Project Outline :

Upgrading of the Railway line between Walvis Bay and Kranzberg C001 Project Department of CGGC contractor camp is located near the intersection of highway B2 and C26, adjacent to the laboratory and engineer camp. It is 4 km from swakopmund station, as the crowd would have it, flat and wide, sparsely populated, mostly wasteland, close to a water plant, with high voltage lines for electricity and mobile phone signals. The construction area of the project is 107.5 kilometers, and the site of the contractor's camp is about the middle of the line.

Contractor's camp

The contractor's office, accommodation and living facilities will be located in the camp as shown in the contract documents or approved by the contractor and the employer/engineer. The working area is 4977.6 square meters, including:

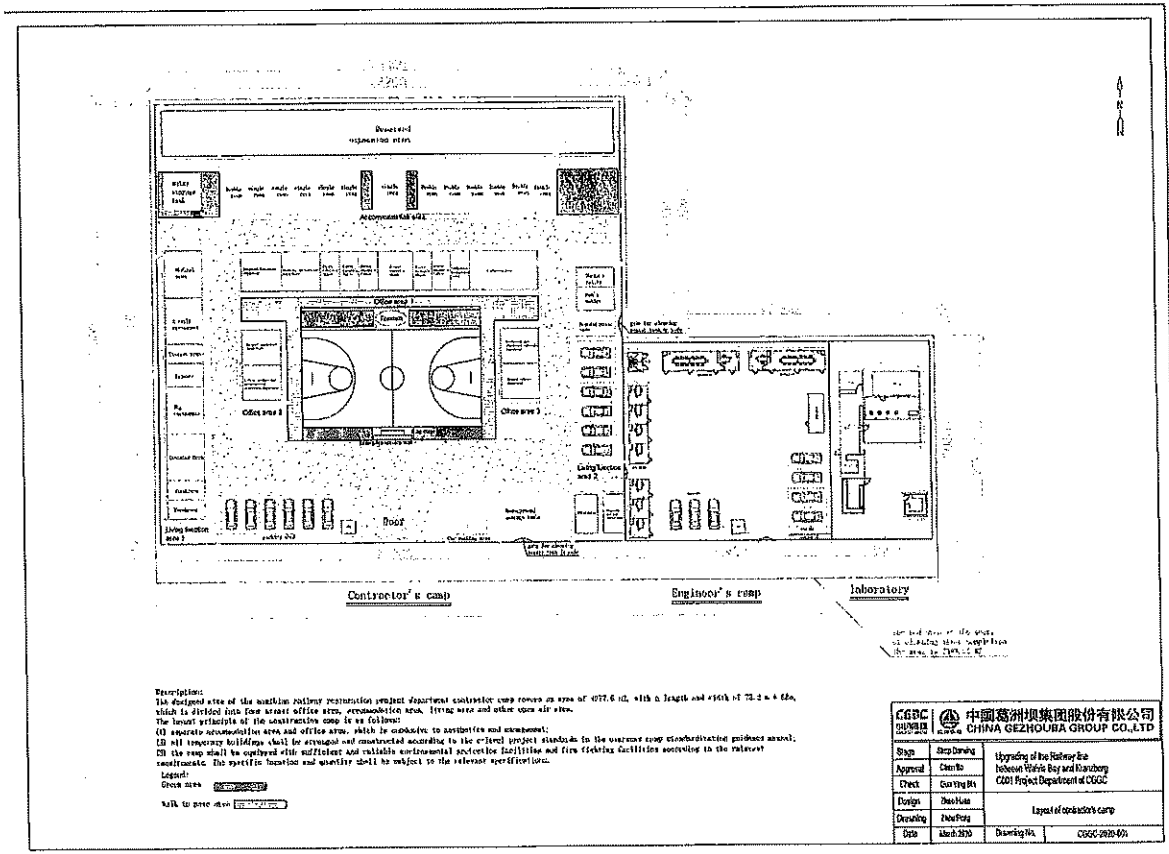
- 1.Three office areas
- 2.One accommodation areas
- 3.Two living functional areas
- 4.Basketball stadium

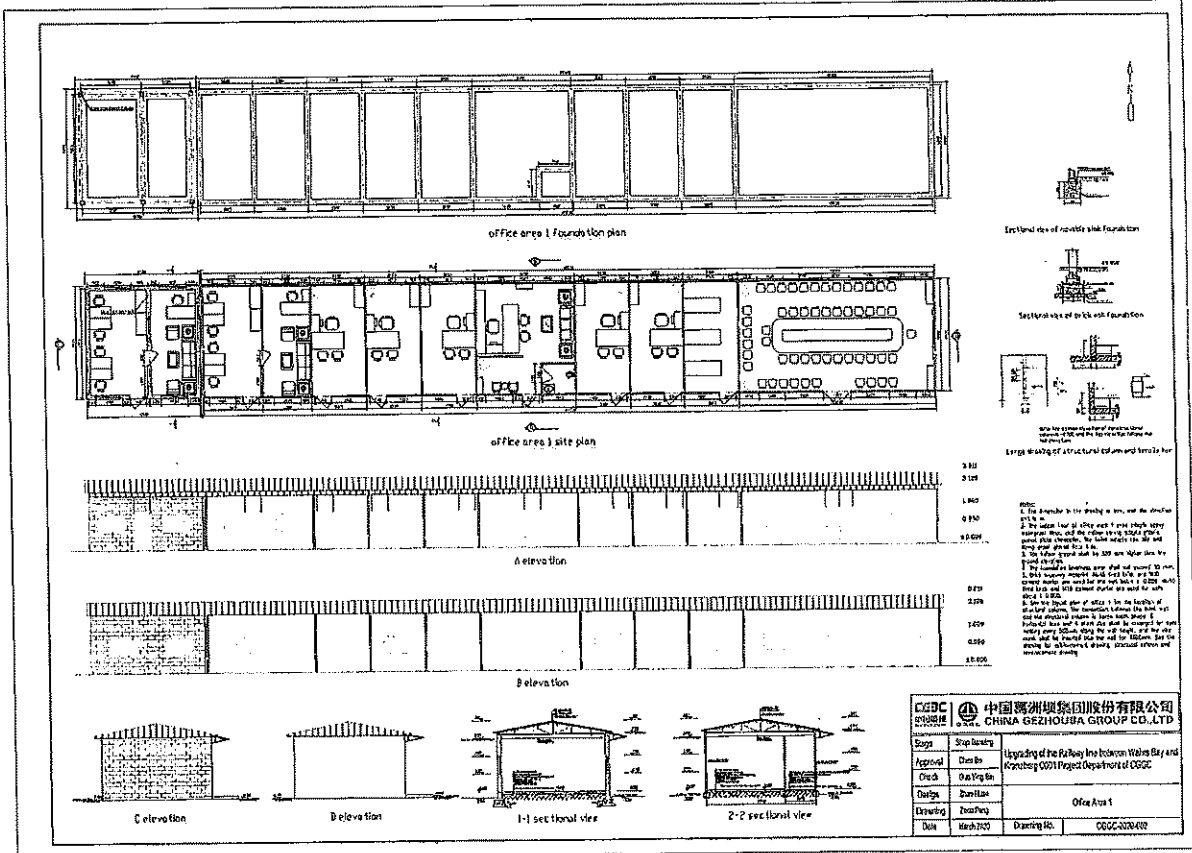
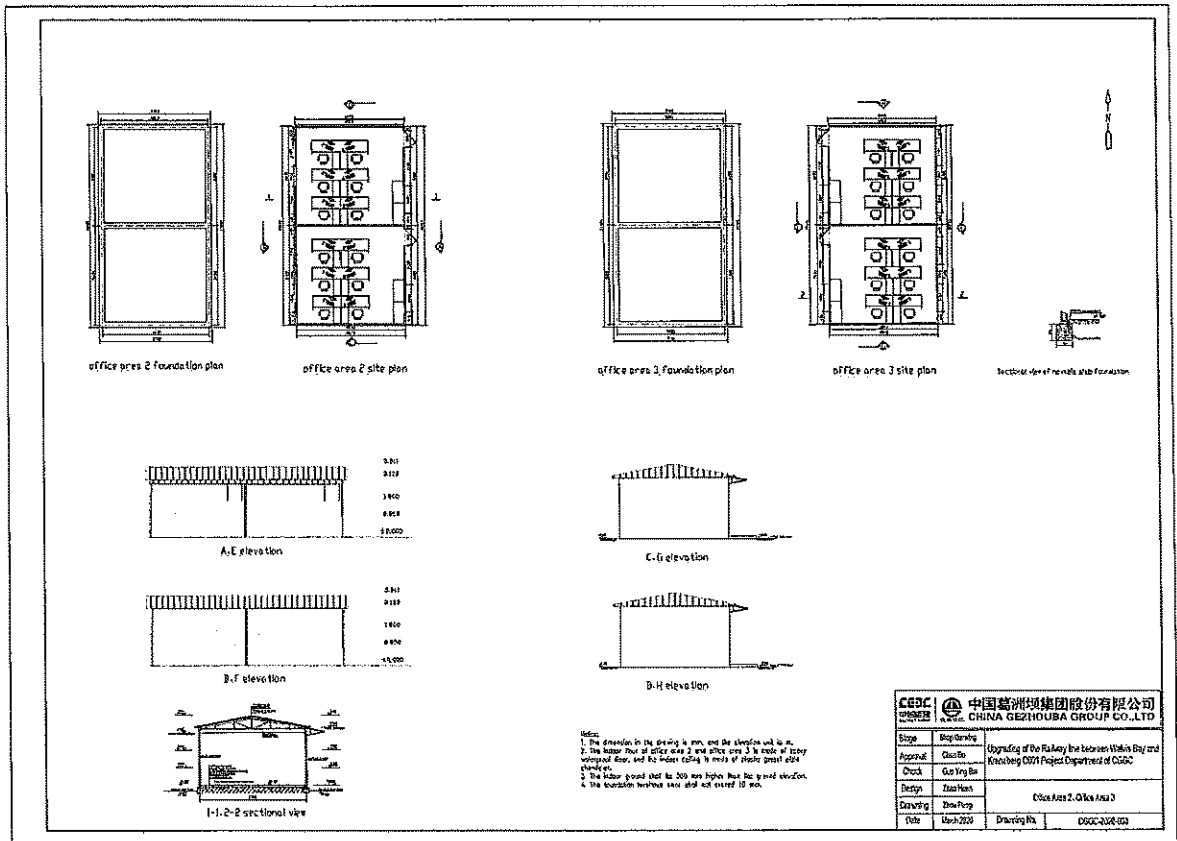
Constructional engineering

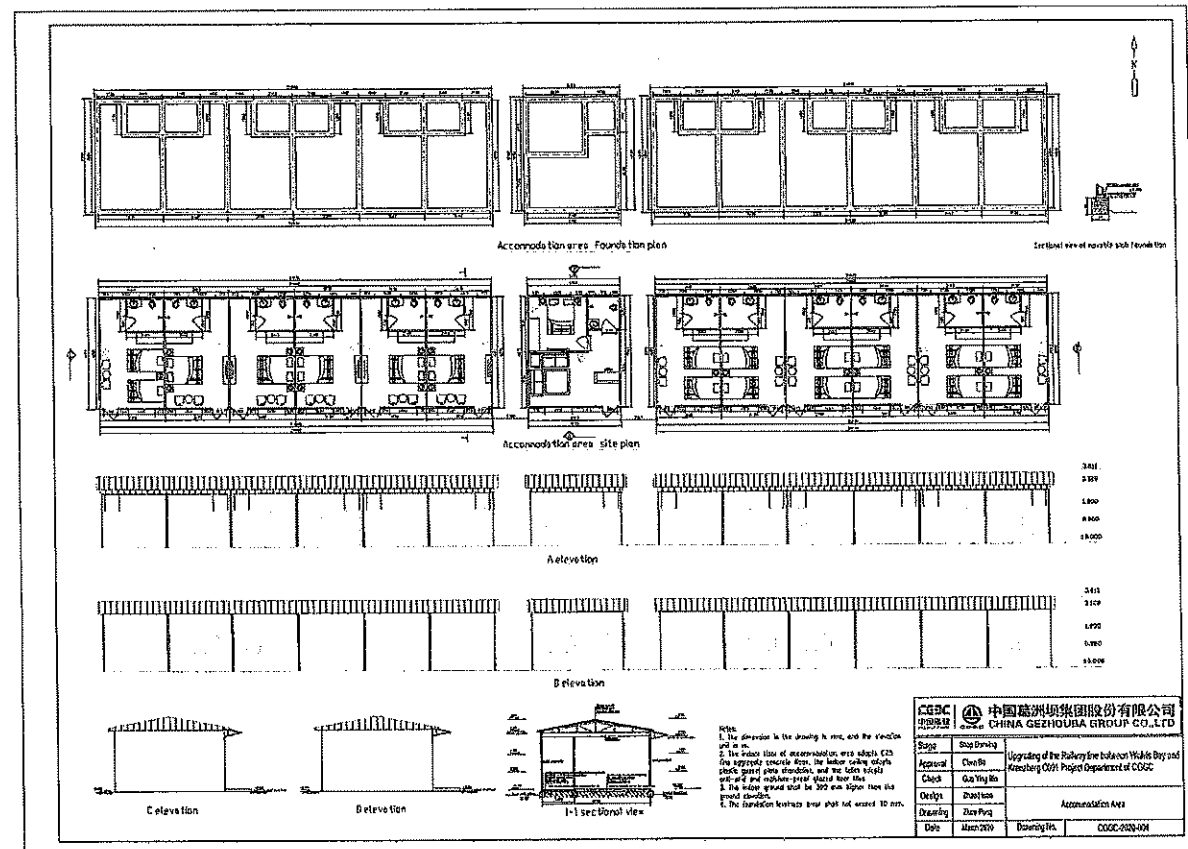
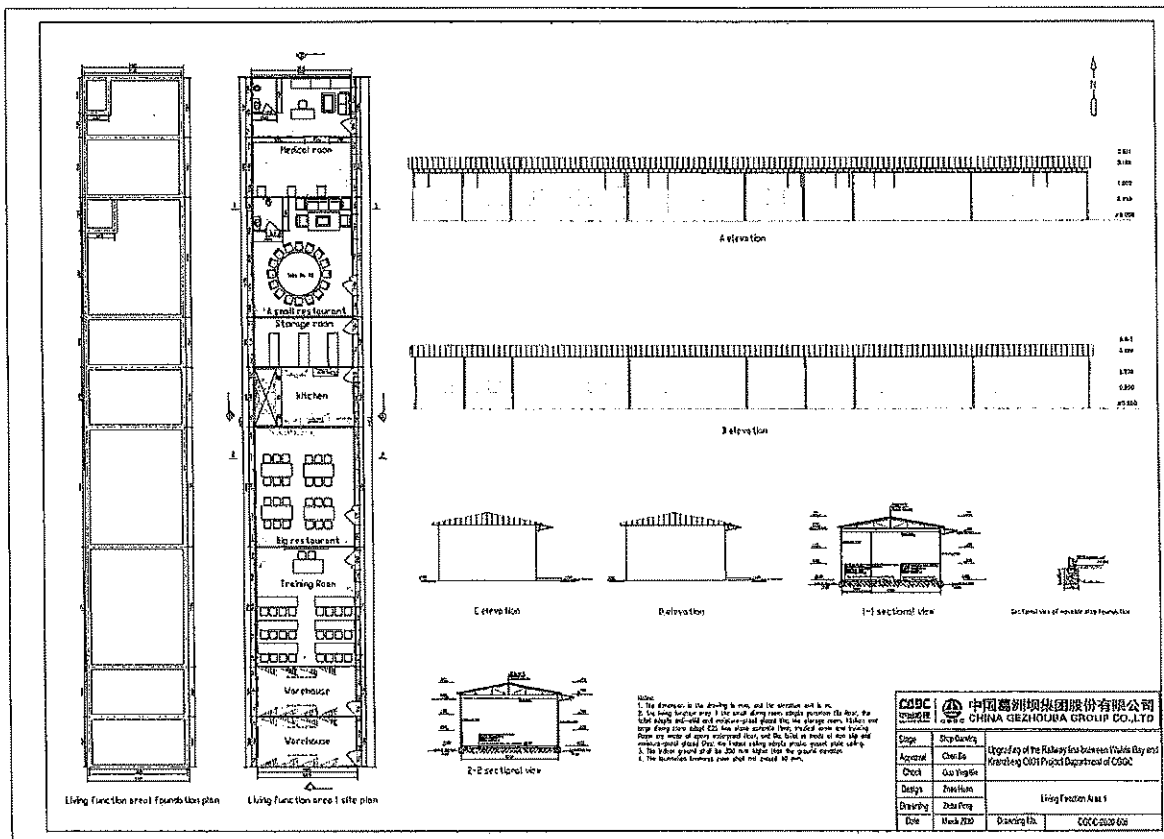
Construction will be carried out after the engineer has approved the site location.

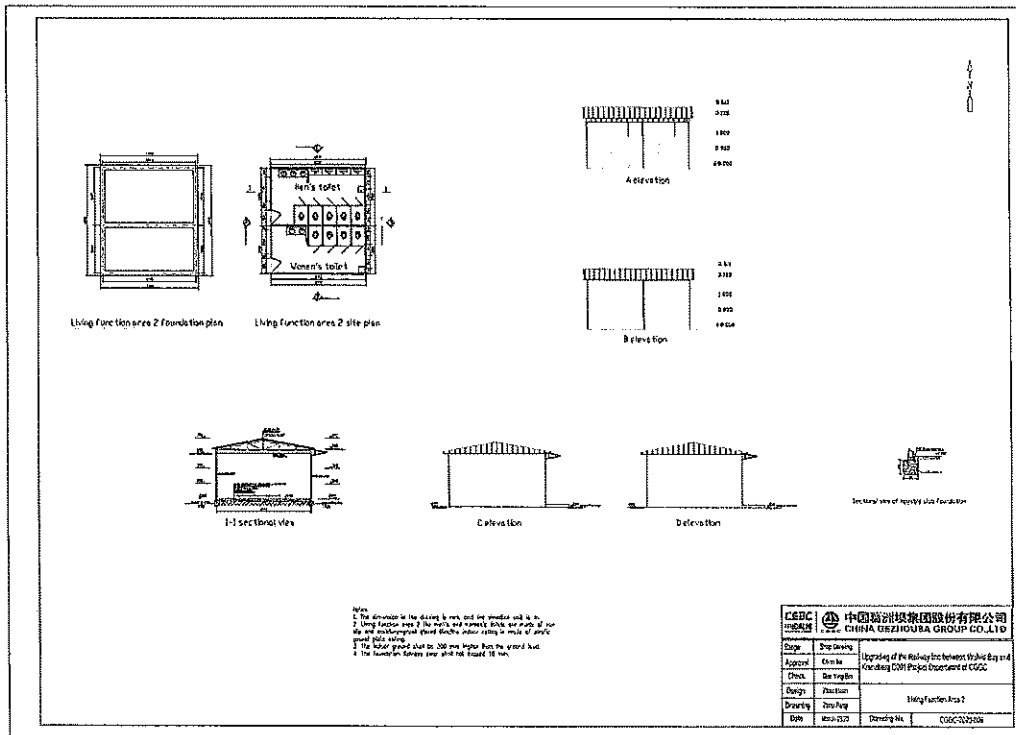
Building materials are subject to local authority approval .

Drainage of all sewers shall be conducted to government health authorities in accordance with the contract documents.









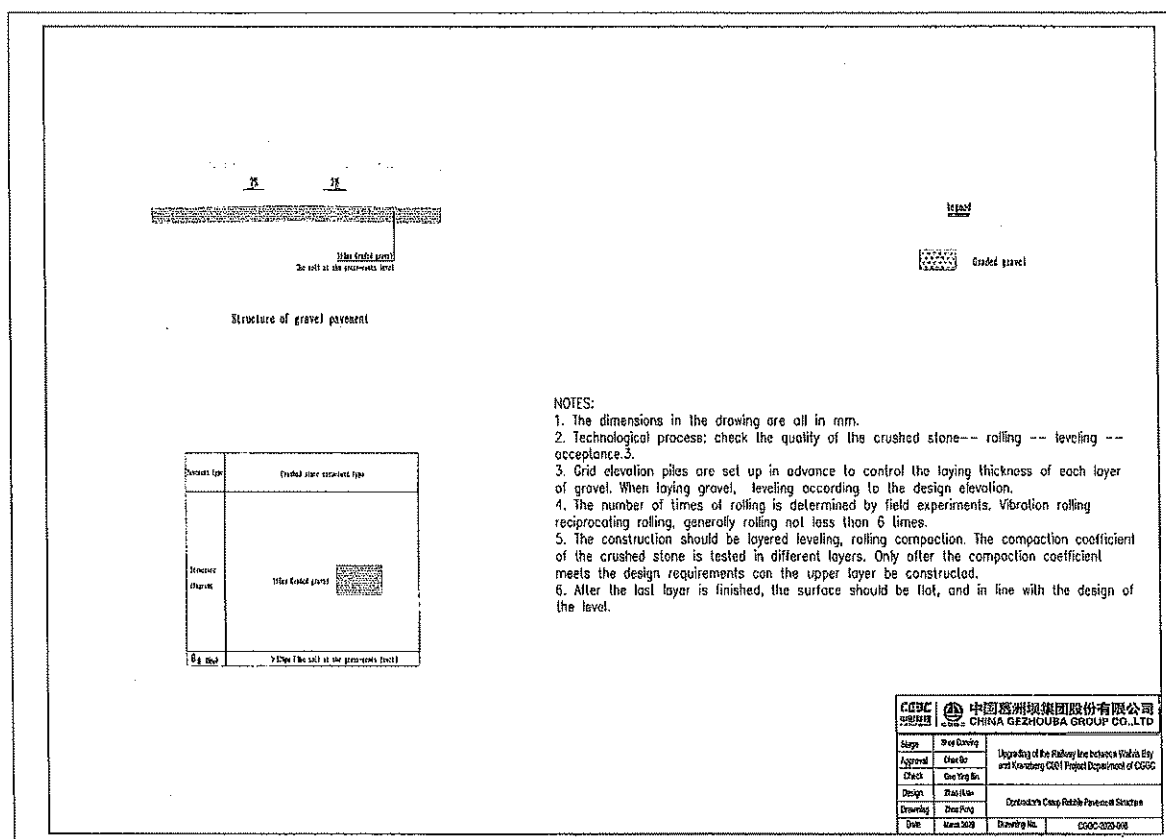
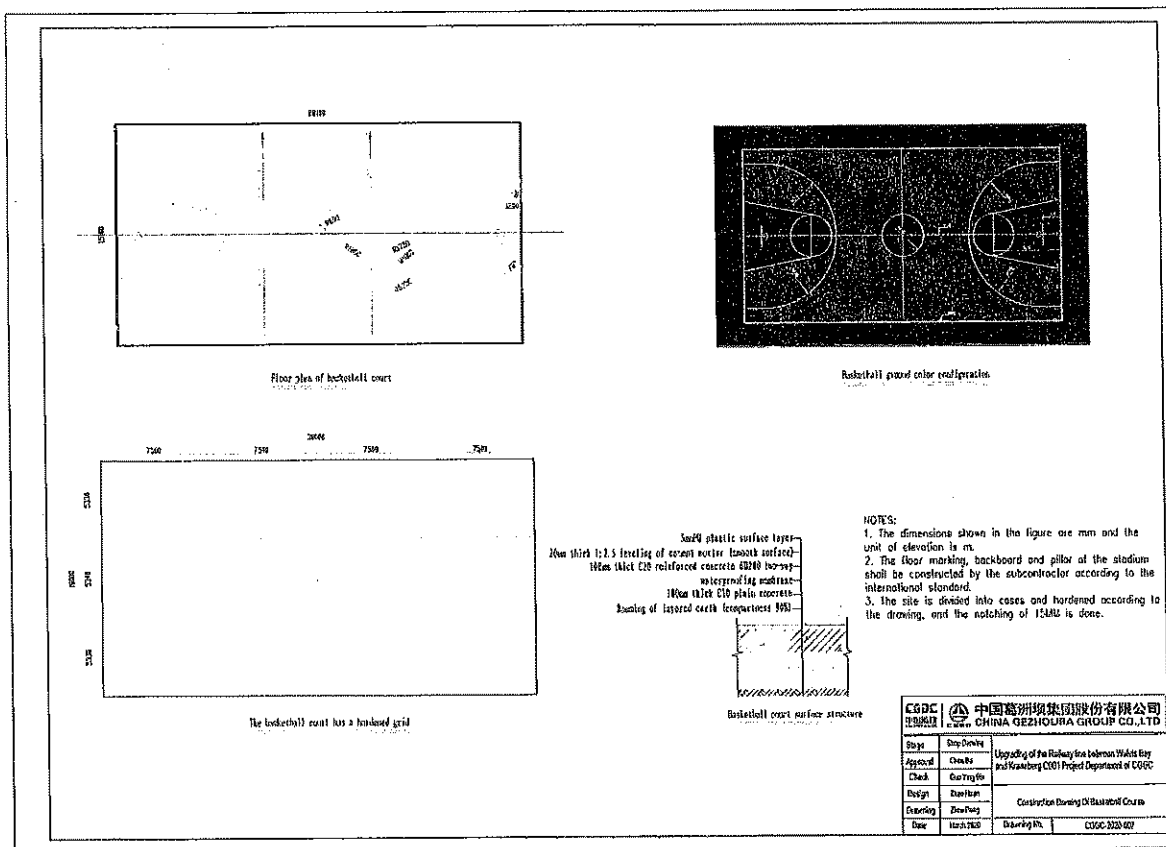


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Environmental and Social Management Plan for
the Decommissioning Phase of the Contractors
Camp

For the Project

Upgrade of the Railway line between Kranzberg
Station to Walvis Bay

Prepared for

Swakopmund Municipality

Prepared by

Enviro Management Consultants Namibia
P.O. Box 11574
Windhoek



December 2020

3

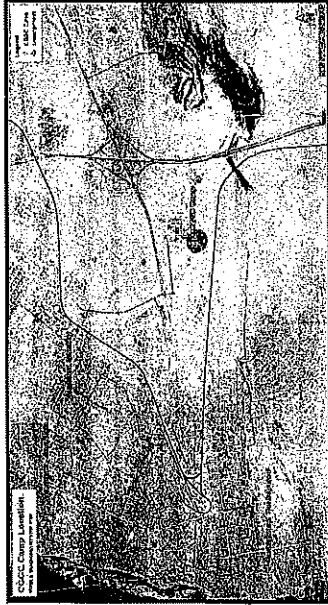


Figure 1: CGGC Contractor Camp Locality

The total camp area is divided into three sections:

1. CGGC Camp;
2. Engineers camp; and
3. Laboratory.

The following gives a short description of the amenities that will be present at each camp.

The CGGC camp area comprises of the following facilities:

- Accommodation - 13 rooms with bathroom facilities;
- Office area 1 - 10 offices;
- Office area 2 - 2 offices;
- Office area 3 - 2 offices;
- Living areas comprising of 8 rooms of various sizes;
- Parking shed accommodating 6 vehicles;
- Vehicle wash bay;
- Underground storage tanks with a total capacity of 20 000 liters that will be used for the collection and temporary storage of gray water and sewage;
- An area for a generator set and power transformer as well as basketball court.

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1. INTRODUCTION

This Environmental Management Plan focusing exclusively on the decommissioning phase of the Contractor camp and must be read in conjunction with the Environmental Management Plan (ECC – 34 – 155 – REP – 05-A) compiled by Environmental Compliance Consultancy CC (Addendum A). The latter EMP has been approved by the Ministry of Environment, Forestry and Tourism (MEFT) and an Environmental Clearance Certificate was issued for this project.

Swakopmund Municipality requested that a specific ESMP be drafted and directed at the decommissioning phase of the project. This ESMP will detail actions to ensure compliance with regulatory bodies and that environmental performance is verified through information on impacts as they occur.

An ESMP Must:

- define the various measures to be taken during the life of a project (in this case, decommissioning phase) in order to enhance positive and minimise adverse environmental effects and meet the performance specifications;
- define the actions needed to implement these measures;
- describe how this will be achieved; and
- allocate responsibilities.

ESMP implementation is a cyclical process that converts mitigation measures into actions and through cyclical monitoring, auditing, review and corrective action, ensures conformance with stated ESMP aims and objectives. Through monitoring and auditing, feedback for continual improvement in environmental performance must be provided and corrective action taken to ensure that the ESMP is effective.

2. PROJECT BACKGROUND

The existing railway between Kranzberg Station and Walvis Bay needs to be upgraded in order to improve passenger / goods safety, reduce travel time and meet the minimum SADC railway standards. The length of this railway line is approximately 210 km and transects through the towns of Usakos, Arandis, Swakopmund and Walvis Bay. The appointed company responsible for this project is China Gezhouba Group Company (CGGC).

In order to successfully execute the railway construction project, it is imperative that CGGC has some office and accommodation facilities. An area was allocated to them by the Swakopmund Municipality and is situated approximately 4km east of Swakopmund town center (Figure 1. Camp locality). The camp itself has an approximate footprint of 1.20 hectares and includes a buffer zone of 10 meters around the fence as well as a loading area situated in the north-easterly corner of the layout plan (Figure 2).

The Engineer's camp area comprises of the following facilities:

- Offices – 9
- Guard house – 1
- Vehicle parking areas - 7
- Kitchen
- One toilet facility for men and woman.

The third area is the **Laboratory** and comprises of the following facilities:

- Office – 1
- Oven area
- Soils laboratory area
- Curing structure and curing room

The following additional information is applicable to the whole camp area:

1. The camp and office facilities will accommodate a maximum of 50 people at any given time. Approximately 30 people will be permanently on site and 20 people will be on site during normal working hours.
2. The gray water and sewage tank holding capacity are enough to accommodate the number of people but will be required to be emptied at least once a week (50 people x 30liter per day = 1500liter per day).
3. Potable water is obtained from a connection to the NamWater pipeline.
4. Power is supplied by a 22Kv power line and transformer exclusively dedicated to the camp.
5. It should be noted that most of the buildings / structures are temporary structures. It would be rather easy to remove once decommission commence.
6. Access to the camp is an existing gravel road.
7. The contract duration is approximately 30 months.

3. ESMP ADMINISTRATION

The ESMP must be part of the Tender and Contract documentation. Copies of the ESMP shall be kept at the site office and will be distributed to all senior contract personnel. All senior personnel shall be required to familiarize themselves with the contents of this document.

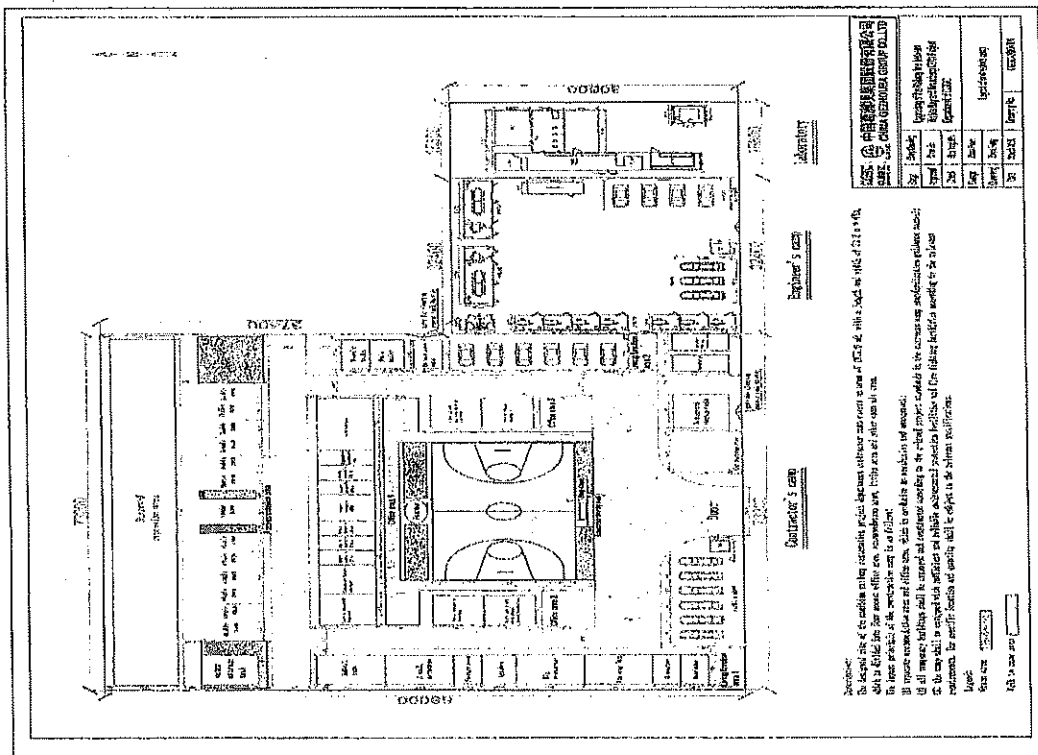


Figure 2: Layout of the CSGC camp

7

Engineer's Representative (ER)

The Engineer shall delegate powers to the Engineer's Representative (ER) on site who would act as the Employer's implementing agent and has the responsibility to ensure that the Employer's responsibilities are executed in compliance with relevant legislation and the ESMP.

Any on-site decisions regarding environmental management are ultimately the responsibility of the ER. The ER shall have the following responsibilities in terms of the implementation of this ESMP:

- Controlling that the necessary environmental authorizations and permits have been obtained by the Contractor.
- Advising the Contractor in finding environmentally responsible solutions to problems with input from the ECO (Environmental Control Officer) where necessary.
- Taking appropriate action if the specifications are not followed.
- Ordering the removal of person(s) and/or equipment not complying with the ESMP specifications.
- Issuing penalties for non-compliance to mitigation measures pertained in the ESMP.
- Advising on the removal of person(s) and/or equipment not complying with the specifications.

Environmental Control Officer (ECO)

The Environmental Control Officer (ECO) will be a competent person from the staff of Contractor to implement the on-site environmental management of this ESMP by the Contractor. The ECO shall have the following minimum experience:

- Must have executed at least three (3) contract(s) demonstrating experience in with the key ESMP requirements;
- Must have executed at least three (3) contract(s) demonstrating experience in relating to:
 - Waste management;
 - Traffic management;
 - Labour relations / recruitment management;
 - OHS management, and
 - HIV/AIDS awareness.

The ECO shall be on site daily and the ECO's duties will include the following:

- Regular site inspections of all construction areas regarding compliance with the ESMP.
- Evaluate and verifying adherence to the ESMP.
- Advising the Contractor in finding environmentally responsible solutions to ESMP non-compliance activities.
- Organise and facilitate environmental awareness training for all new personnel coming onto site.

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3.1 Procurement Requirements

Experienced personnel relevant to construction and environmental management is required as part of the Environmental and Social Management Plan.

The Applicant must demonstrate that its business setup and operations meet the minimum requirements towards an effective environmental management system. These include, but are not limited to, the following requirements:

- A comprehensive Environmental Policy of the Company / Contractor / Applicant;
- The existence of an Environmental Management System including an adequate organizational setup;
- That regular reviews, audits and reports of Environmental Management events and procedures on work sites exist;
- All members of GCCG, subcontractors and temporary workforce are all aware of the company's Environmental Policy and Environmental Management System, and that these entities comply with these documents / systems.

Furthermore, GCCG must demonstrate that its business setup and operations meet the minimum requirements towards an effective health and safety management system. These include, but are not limited to, the following requirements:

- The existence of a comprehensive Occupational Health and Safety Policy;
- The existence of an OHS Management System including an adequate organizational setup;
- That regular reviews, audits and statistics of Health and Safety events and procedures on work sites exist;
- All members of GCCG, subcontractors and temporary workforce are all aware of and comply with the Health and Safety Policy.

Furthermore, the Contractor must demonstrate a comprehensive understanding of the requirements regarding work site implementation and operation. These include, but are not limited to, the following requirements:

- A comprehensive Human Resources Policy including recruitment of temporary workforce / local labour and worker grievance mechanism;
- A comprehensive strategy for ensuring public safety, especially traffic safety;
- A comprehensive strategy for staff accommodation example worksite camps, house rental, security, etc.

3.2 Roles and Responsibilities

The implementation of the ESMP requires the involvement of several stakeholders, each fulfilling a different but vital role to ensure sound environmental management during each phase.

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4. ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN

A company must initially complete five critical steps to prepare for a safe and cost-effective decommissioning project:

- Clearly defining the desired end-state;
- Developing a decommissioning plan;
- Preparing a detailed scope-of-work;
- Identifying the resources required;
- Hiring qualified specialized service providers.

Defining the end-state. No project will ever be successful without a clear goal; therefore, defining the desired end-state of the facility should be the first step in any decommissioning project.

What will be the final "appearance" of the facility, including the extent of decommissioning to take place? Will just one tool be removed while all other items stay in place and in normal operation?

Once the final disposition of all items has been determined, the four principal priorities become a combination of cost, schedule, the expected process reliability of used equipment, and regulatory compliance. You must clarify the appropriate balance of these priorities in your decommissioning plan.

Developing a plan. The decommissioning plan describes the specific objectives of the facility's owner relating to every activity involved in the decommissioning. It should include details as to the disposition of all items at the site and how the stated objectives are to be achieved.

The overall goal is to ensure that the facility is left safe for its next intended use by describing how all used items will be rendered safe for human health and the environment.

The decommissioning plan should, therefore, detail the correct handling of each item in the facility by its intended disposition. That includes the recommended general and equipment-specific decontamination protocols to be used by specialized service providers.

Preparing a Scope-of-Work. Once the decommissioning plan has been drafted and approved by management, it's time to prepare a detailed scope-of-work (SOW) describing exactly what needs to be done to achieve the plan's objectives.

Some of the actual work can be accomplished by staff personnel and current vendors, but certain tasks will need to be accomplished by specialized service providers with experience in decommissioning projects. Due to the mix of personnel involved with any decommissioning, it's imperative that the SOW be sufficiently detailed so that management can make appropriate decisions as to the required qualifications of personnel assigned to each task.

8

3.3 Documentation, Record Keeping and Reporting Procedures

The Contractor shall develop and implement an effective document handling and retrieval system for all ESMP documentation on site. This will ensure that there is adequate ESMP documentation control and will facilitate easy document access and evaluation. ESMP documentation should include (but are not limited to):

- ESMP implementation activity specifications;
- training records;
- site inspection reports;
- monitoring reports; and
- auditing reports.

The Environmental Control Officer is responsible for ensuring that the registration and updating of all relevant ESMP documentation is carried out. The ECO is responsible for ensuring that the latest versions of documents are used to conduct tasks which may impact the project environment.

5. DECOMMISSIONING PHASE

The following mitigation measures are sufficient to reduce or avoid negative impacts associated with CGoC camp.

IMPACTS	OBJECTIVE	MANAGEMENT MEASURES
Noise	To ensure receptors in the area are not negatively affected by the decommissioning activities.	<ul style="list-style-type: none"> a. Working hours shall be followed as stipulated in conditions of the contract. b. Vehicles should be monitored to ensure they are in order with no extreme noise generation.
Soil and water pollution	To ensure that the Contractor camp site and associated infrastructure is properly managed as to minimize any negative impacts on the soil, surface and aquifer water quality.	<ul style="list-style-type: none"> a. Drip trays will be available for all vehicles that are used during decommissioning. These trays underneath each vehicle while the vehicles are parked will be cleaned every morning and the spill: hazardous waste. b. Machines operating during the day that shows leaking (verified by HSE) should be withdrawn to be repaired by the Contractor / Sub-Contractor. c. Accidental spills will be cleaned immediately. The soil will be suitably disposed of in a container hazardous waste. d. Areas which have been contaminated with minor oil will be excavated and the contaminated soil shall be placed in bags and taken to the office of the Representative.

Identifying the resources required. Once the tasks to be accomplished have been defined, who will be accomplishing each task? And more importantly, who will be providing management oversight to ensure efficiency, safety and regulatory compliance?

Developing a decommissioning plan, detailing the scope-of-work, and matching available resources against this SOW make it possible to quickly and accurately define tasks that will need to be performed by specialized service providers. A request-for-proposal (RFP) can then be easily prepared that itemizes the required services and management's performance expectations regarding the specific delivery of those services.

This approach makes it possible for qualified service providers to respond to the RFP with a minimum of uncertainty, thereby ensuring more accurate costing and bids that are representative of the project's requirements.

Hiring qualified specialised service providers. It's imperative that management fully understands the implications of the following statement: Decommissioning is not simply the reverse of the installation process.

Preparing the site, erecting a building, installing necessary infrastructure and equipment, then qualifying the various manufacturing systems is a logical and generally clean process.

Once the facility has been used for production, especially production that requires hazardous materials or creates hazardous by-products, the environmental complexity increases dramatically, and the issue of legacy liability needs to be given serious consideration by management.

What's the solution? Management should properly define the project and then hire specialized service providers with both the professional certifications and experience required for the task's management expects them to perform. Until there is a professional certification program for decommissioning specialists, management should mitigate any potential liability by preparing a detailed SOW that includes contractor performance expectations, and then hire the best qualified specialist service companies available.

Taking the above into consideration it is imperative to define the end state of the decommissioning of the camp site and the ESMP exclusively focuses on this point. The activities that will commence during decommissioning are:

1. Destruction of all temporary and permanent structures;
2. Removal of all materials resulting from the destruction activities;
3. Removal of all underground storage tanks;
4. Removal of the fence and fencing material;
5. Removal of the 22Kv power transformer and power lines (Nampower as specialists);
6. Removal of the bulk water and reticulation lines (Namwater shall be the specialists);

Taking the abovementioned activities into consideration the following ESMP requirements shall be implemented:

IMPACTS	OBJECTIVE	MANAGEMENT MEASURES	RESPONSIBILITY/ PARTNERSHIPS
		Contractor on Site, from where it shall be disposed of at an authorised hazardous waste site within 24 hours, or as specified by the Engineer.	
The generation of waste	To ensure that the Contractor camp site and associated infrastructure is properly managed as to minimize any negative impacts on the natural environment.	<ul style="list-style-type: none"> a. Enough waste removal bins/skips will be available to accommodate the amount of waste generated every day. b. Waste shall be removed off site daily. c. All waste is to be removed from the site to an approved disposal site as approved by the Swakopmund Municipality. d. Burying of waste on site is prohibited. e. No waste shall be burned. f. The site is to be cleared of all litter. g. The Contractor is to check that a buffer area of 50m around the site are free from building rubble, spoil materials and waste materials. h. Fences, barriers and demarcations associated with the operational phase are to be removed from the site. i. All bunded areas, equipment, waste, temporary structures, stockpiles etc. must be removed from the camp and work sites. 	
Health and safety	To ensure health and safety of workers and the public at all times during construction	<ul style="list-style-type: none"> a. Dust protection masks shall be provided to task workers if they complain about dust. b. Surface dust will be contained by wetting dry surfaces periodically with a water bowser, sprinkler system or any suitable method. This applies for the construction site as well as all the roads. c. Potable water shall be available to workers to avoid dehydration. This water shall be of acceptable standards to avoid any illness. 	HSE of GCCG

IMPACTS	OBJECTIVE	MANAGEMENT MEASURES	RESPONSIBILITY/ PARTNERSHIPS
		At least 5 liters of drinking water per person per day shall be made available during construction.	
Groundworks	To ensure that the area blends in with the natural topography and soils.	<ul style="list-style-type: none"> a. All disturbed areas shall be reshaped to their original contours, as close as possible to the natural conditions before construction commenced, including the road reserve, detours, construction camps, and temporary access routes. b. All cuttings must be shaped with a slope to provide a natural appearance, without having to destroy significant vegetation on top of the slope. c. All areas where soil compaction took place will be ripped. 	HSE
Socio-economic Impacts	To ensure that the work force is properly informed on the decommissioning process and timeframe.	<ul style="list-style-type: none"> a. The work force should be notified on the decommissioning process at least three months prior to closure. This will give them the opportunity to seek other employment opportunities. b. Reduction of personnel shall be done in accordance with the applicable Namibian Labour laws. 	
Removing of Infrastructure	Safely removal of electric and water connections.	<ul style="list-style-type: none"> a. NamWater shall be engaged for assistance when the water connection is to be terminated. b. Nampower shall be engaged when the electrical transformer and associated infrastructures are to be removed. 	

6. CONCLUSION

It is imperative to note that this document serves as an ESMP framework and was drafted with the current knowledge of the existing environment and planned activities to be taken at the camp site area. The final decommission plan shall be drafted closer to campsite closure in order to ensure effective actions with minimal risks taking all the ESMP requirements into consideration.

The decommissioning plan shall be available at least three months before decommissioning commence giving enough time for proper planning and ensure effective execution.

It is also important to note that this ESMP serves as an addition to the approved ESMP drafted by Environmental Compliance Consultancy CC (Addendum A).

7. ADDENDUM A

APPROVED ENVIRONMENTAL MANAGEMENT PLAN

(ECC – 34 – 155 – REP – 05- A)

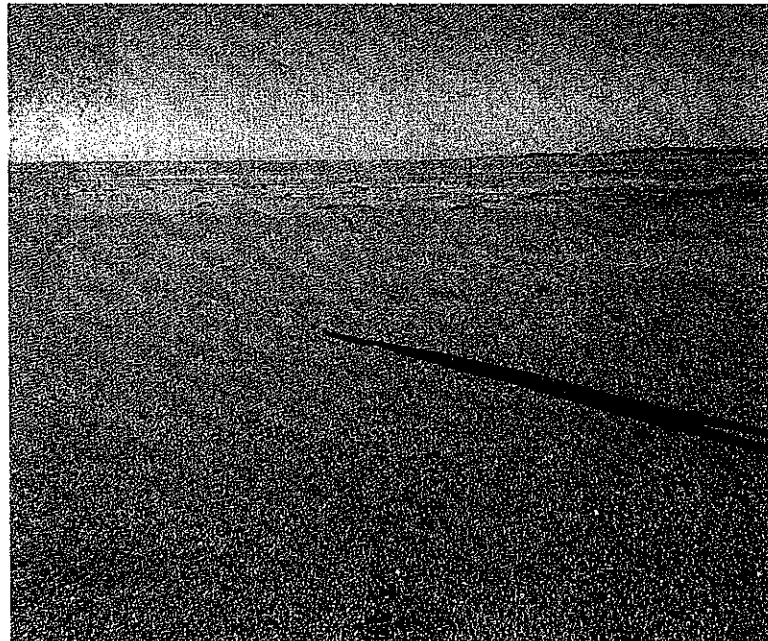
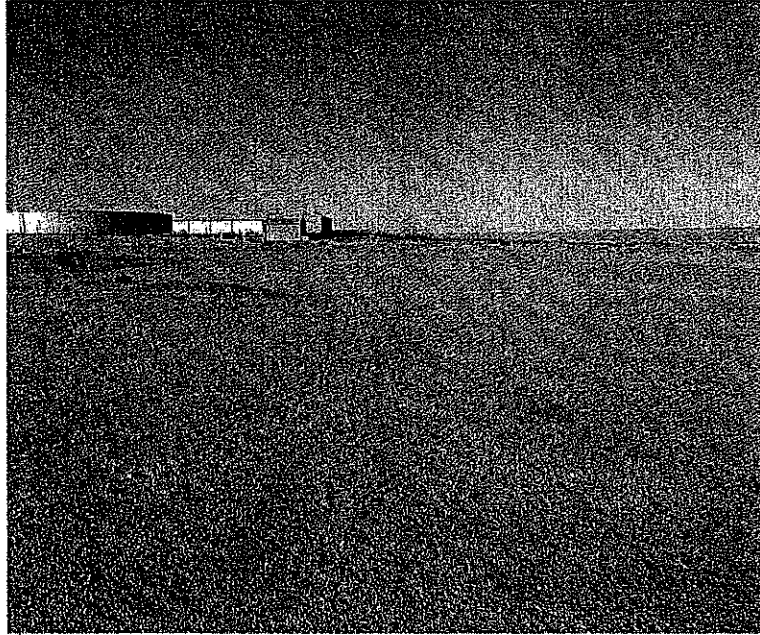


Confirmation form of land acquisition investigation

Name of construction land project	The Railway Line Between Walvis Bay And Kranzbergu; Works Package C001: Walvis Bay To Arandis		
Name of land acquisition unit	Municipality Of Swakopmund		
Land requisitioned		Ground elevation record before land acquisition (The RWK049 elevation of the main railway line is cited as the control point)	
Land type	Area		
Agricultural land	N/A	Elevation point 1	47.99
Industrial land	N/A	Elevation point 2	48.49
Commercial land	Approximately 6000 m ²	Elevation point 3	46.26
Unused land	N/A	Elevation point 4	46.36
total	Approximately 6000 m ²	The specific elevation is shown in the attached topographic map	
The situation of the attachments on the expropriated land			
house	Area (M2)	tree	No.
N/A	N/A	N/A	N/A
Lessor:		Lessee:	
Signature of person in charge:		Signature of person in charge:	
specific date:		specific date:	



Original landform image data:

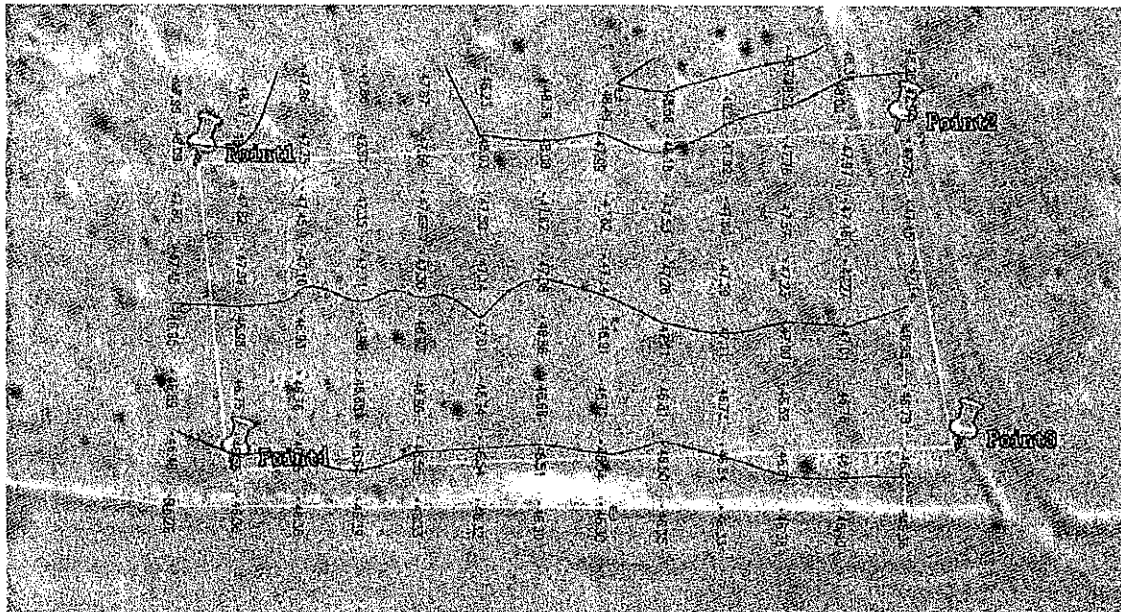




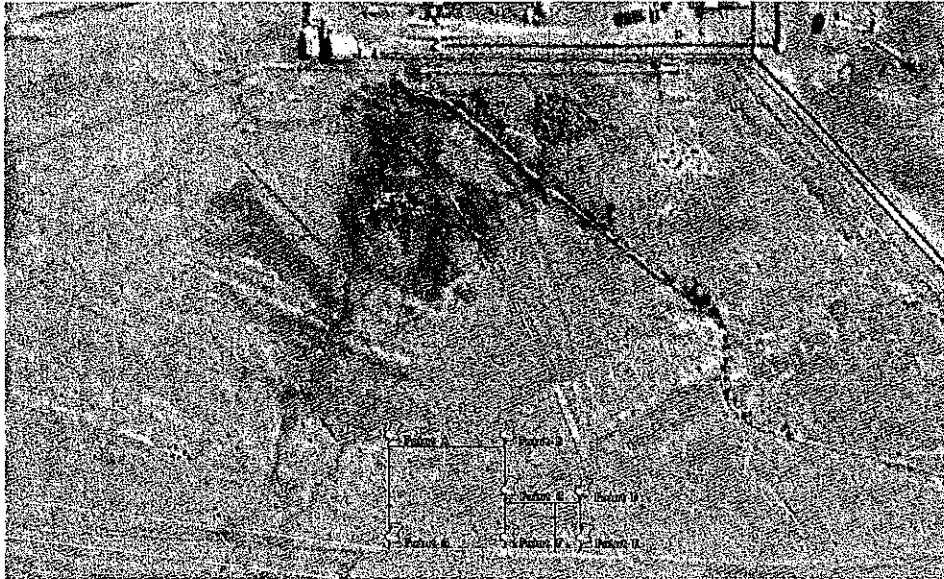
The RWK049 elevation of the main railway line is cited as the control point:



Topographic map of camp:



Site Coordinates



Site Coordinates

Point A

22°40'26.98"S, 14°34'11.83"E

Point B

22°40'26.99"S, 14°34'14.38"E

Point C

22°40'28.19"S, 14°34'14.39"E

Point D

22°40'28.21"S, 14°34'16.06"E

Point E

22°40'29.20"S, 14°34'16.07"E

Point F

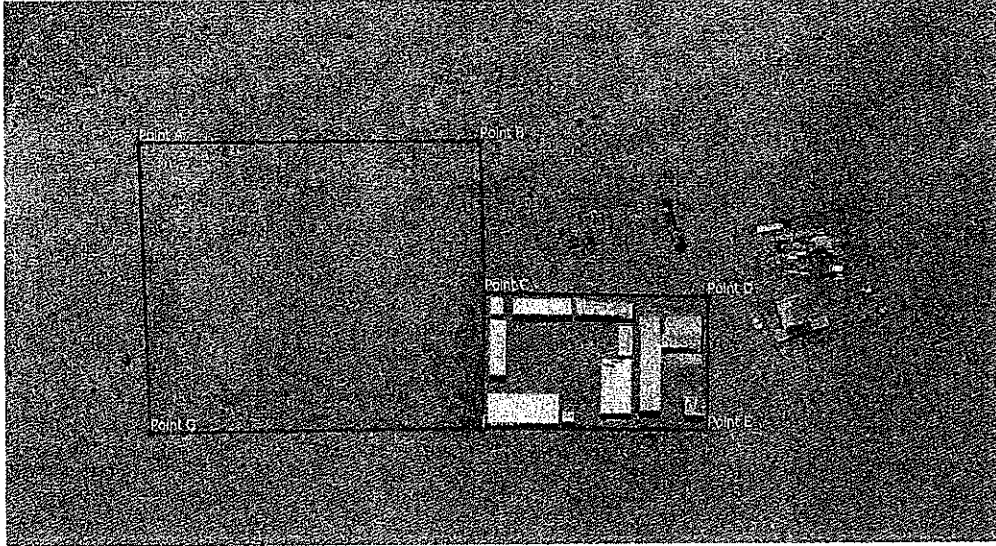
22°40'29.19"S, 14°34'14.38"E

Point G

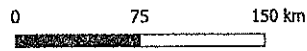
22°40'29.18"S, 14°34'11.82"E



Lease Area:CGGC



Swakopmund Municipality
Department: Engineering & Planning Services
GIS Office
Tel: +264414433



Proposed Lease Area
5 446.4 square metre

11.1.21 **AUDIENCE REQUEST: MR J KAMBUESHE REPRESENTING VARIOUS TRANSACTIONS**

(C/M 2021/01/28 - 19.03.08.8929, E 8930, E 8939, E 4874, E 4899, Swk)

Special Management Meeting of 26 January 2021, Addendum 5.10 page 89 refers.

A. The following item was submitted to the Management Committee for consideration:

1. **Introduction**

The purpose of this submission is to consider an application by Mr J Kambueshe (representing several entities) for an audience to present the reasons for the delays of various transactions (**Annexure "A"**). The due dates for these transactions lapsed in terms of the deeds of sale (although he applied for an audience shortly before the lapsing dates).

2. **Various Previous Invitations to an Audience**

After not performing in respect of several transactions, as explained in **Annexures "B", "C" and "D"**, Mr J Kambueshe requested a preliminary audience with the Planning Forum in January 2019 followed by an audience with Council on **06 February** or any time thereafter, as per e-mail dated **30 November 2018**.

Quoted for ease of reference the request:

We confirm that we act on behalf of PJV Investment CC, Phar Lap Investments, Juuso Kambueshe, Mondesa Property Investment, Erf 2827, and wish to request audience with Council to present power point presentation on their investments and requests to purchase property as well as request for extension of time to perform.

Our Clients have requested us to seek Council Audience under the strictest of confidence and wish to request Council to consider giving them Audience on 06 February 2019 or anytime thereafter when their international based Partners will be in Namibia.

It is with these backgrounds that I request you on behalf of my client to have a preliminary audience with my clients during January 2019 at the first meeting of your planning forum.

No erf numbers were referred to and the developer subsequently confirmed per e-mail dated **05 December 2018** that the audience is for the following pending transactions:

- *Erf 8929 - Pharlap Investments CC (business erf)*
- *Erf 8930 - P J V Investment CC (general residential erf)*
- *Erf 8939 - Mr J Kambueshe (general residential erf)*
- *Erf 4874 - Mondesa Property Investment CC (industrial erf)*
- *Erf 4899 - Erf Two Eight Two Seven Swakopmund CC (industrial erf)*

Mr J Kambueshe confirmed during **March 2020** that he will attend a Planning Forum on **27 April 2020**. All Planning Forums were suspended due to the national statement of emergency and lock down periods.

In reply to a letter from Council dated **08 June 2020**, Mr J Kambueshe confirmed via e-mail dated **16 June 2020** that he will attend a Planning Forum scheduled for **22 September 2020** and requires an hour for his presentation. The Planning Forums are still not convened and therefore he was invited to the special Management Committee meeting of Monday, **31 August 2020** and then again for Monday, **21 October 2020**.

Mr J Kambueshe was invited to the Management Committee at a special meeting scheduled for Monday, **31 August 2020**. A written invitation

letter was e-mailed to three e-mail addresses provided by Mr J Kambueshe. The "read receipt" function was activated. As on Monday, **24 August 2020** Mr J Kambueshe has not read the invitation.

Mr J Kambueshe was contacted on three cellphone numbers and could not be reached.

Subsequently a date for an audience was agreed on and arranged for **21 October 2020**. The attached letter dated **19 October 2020** (**Annexure "A"**) was received apologizing for not being able to attend the scheduled audience.

- As can be seen from the above, attempts to arrange an audience was ongoing since November 2018.

3. Transactions to be Addressed

For ease of reference the following transactions will be addressed by Mr J Kambueshe representing the various purchasers (entities):

	<i>Erf #</i>	<i>Date of Sale</i>	<i>Due Date</i>
1	8929	28 Apr 17	30 Nov 18
2	8930	13 Apr 18	13 August 2018 An additional 21 days' notice was given to comply by 04 September 2018.
3	8939	13 Apr 18	13 August 2018 An additional 21 days' notice was given to comply by 04 September 2018.
4	4874	17 Jul 17	30 Nov 18
5	4899		05 Dec 16 No deed of Sale was signed therefor no agreement was in place and this transaction was never in force. This sale was a private transaction.

The status of the various transactions is attached as follows:

Annexure "B" : Erven 8929, 8930 and 8939, Swakopmund
Annexure "C" : Erf 4874, Swakopmund
Annexure "D" : Erf 4899, Swakopmund

Mr J Kambueshe met with the General Manager: Corporate Services & Human Capital, the Manager: Corporate Services and the Corporate Officer (Prop) on 18 January 2021 to provide a progress report and seek clarity on the way forward. He advised that a consulting entity which will be created on 15 February 2021 will finance and manage the various transactions. He will only after this date be able to commit to securing the payments of the various transactions.

4. Discussion

Below is a summary of the pending transactions and the financial implications thereof.

<i>Erf</i>	<i>Purchaser</i>	<i>Purchase Price</i>	<i>Purchase Price less Deposit paid</i>	<i>Interest calculated from</i>	<i>Interest until 31 January 2021 for illustration purposes</i>
8929	Pharlap Investments CC	N\$ 4 199 999.99	n/a due to 15% VAT	28 Apr 17 at 10.75%	N\$ 1 624 163.01
8930	PJV Investment CC	N\$ 2 899 999.99	N\$ 2 885 499.99	13 Apr 18 at 10.75%	N\$ 822 507.53
8939	Mr J Kambueshe	N\$ 3 399 999.99	N\$ 3 385 499.99	13 Apr 18 at 10.75%	N\$ 694 419.18
4874	Mondesa Property Investment CC	N\$ 3 450 999.00	n/a due to 15% VAT	17 Jul 17 at 10.75%	N\$ 1 253 209.00
		N\$ 13 950 998.97			N\$ 4 394 298.72

The outstanding N\$18 345 298.00 does not address rates & taxes on site and improvements as well as consumption of services that Council could not levy.

Erf 4899, Swakopmund, was allocated by private treaty and the standard purchase price for the sale of industrial land by private treaty apply, subject to annual escalations of 5%, the purchase price was approved on **24 November 2015** under item 11.1.3 in the amount of N\$536.55/m² x 20 035m² = N\$10 749 779.25 (15% VAT excluded).

Date	Purchase Price	5% Escalation	Purchase Price
24 November 2015	536.55	26.83	563.38
24 November 2016	563.38	28.17	591.55
24 November 2017	591.55	29.58	621.13
24 November 2018	621.13	31.06	652.18
24 November 2019	652.18	32.61	684.78
24 November 2020	684.78		

The total income lost on these 5 transactions of the past 3 years exceeds **N\$29 million**.

Finally, except for Erf 4899, Swakopmund (allocated by private treaty), **various next qualifying bidders are listed for allocation of the erven.**

In terms of the conditions of sale for the various erven sold by public sales, Council made a commitment to consider the next qualifying bidders should the current purchaser not perform in terms of the conditions of sale.

B. After the matter was considered, the following was:-

RECOMMENDED:

(a) That Council takes note of the total outstanding amount of approximately N\$29 Million for the past 3 years in respect of the erven.

(b) That all the transactions below be cancelled:

Erf	Purchaser	Purchase Price	Interest at 31 Jan 2021
8929	Pharlap Investments CC	N\$ 4 199 999.99	N\$ 1 624 163.01
8930	PJV Investment CC	N\$ 2 899 999.99	N\$ 822 507.53
8939	Mr J Kambueshe	N\$ 3 399 999.99	N\$ 694 419.18
4874	Mondes Property Investment CC	N\$ 3 450 999.00	N\$ 1 253 209.00
		N\$ 13 950 998.97	N\$ 4 394 298.72

(c) That Council confirms that the transaction for Erf 4899, Swakopmund with Messrs Erf Two Eight Two Seven Swakopmund CC lapsed on 05 December 2016 (no deed of sale was signed by the purchaser) and is therefore cancelled.

(d) That Erf 4899, Swakopmund be offered for sale by a closed bid sale together with other available business / industrial erven (current purchase price for private treaty amounts to N\$684.78/m²).

ANNEXURE "A"

13

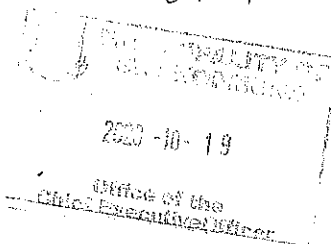
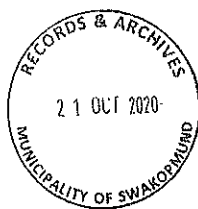
11/10/2020

E 8909

E 8939

E 4874

E 4879



October 19, 2020

Juuso Kambueshe
P O Box 8497
Swakopmund
Erongo
Namibia

REQUEST FOR AUDIENCE AND PROPOSAL FOR UPDATED DEEDS OF SALE

Dear Mr. Swerts,

Commented [JK1]:

Your letter dated 05 October 2020 is well received.

As you may know the transactions outstanding have an outdated deed of sale and I wish to request updated deeds of sale.

This is necessary to fast track the transaction given that I am unable to attend the audience on 21 October 2020.

My work load is heavy and my partners will only be able to enter Namibia after 10 November 2020. One of the partners had to rush to the north to be with her ailing mum.

As you know one of the code of ethics in Regional and local authority Council is to put councils interest above your own and it is for these reasons that I am unavailable for the next few weeks given that I was absent for a considerable time due to poor health as well as the heavy load I have to unload before I vacate office.

I am under the impression that amending and updating the deeds of sale is an administrative function that will enable me to fast track the process currently I am in a dilemma waiting for audience however I am unable to perform with the deeds of sale in its current form.

I would seek audience with the planning forum after 10 November 2020 if the deeds of sale are not updated.

Please advise if this is feasible, it will fast track the transactions.

Thank you for your time to consider my proposal of updating deeds of sale.

Sincerely,
Juuso Kambueshe

investments@pharfap.com.na

ANNEXURE "B"**3 Erven Located in Extensions 34 and 35, Swakopmund**

Erven 8929, 8930 and 8939 were offered for sale by a closed bid sale held on **16 December 2016**.

Listed below, the successful bidders for the public sale of erven on 16 December 2016:

	<i>Erf</i>	<i>Purchaser</i>	<i>Zoning</i>	<i>Purchase Price</i>
1	Erf 8929 4 261m ²	Pharlap Investments CC	General Business	N\$ 4 199 999.99
2	Erf 8930 3 525m ²	Mr J Kambueshe	General Residential 2	N\$ 2 799 999.99
3	Erf 8939 4 412m ²	P J V Investment CC	General Residential 2	N\$ 3 599 999.99

Objections were received against the public sale, the Minister of Urban and Rural Development gave permission to proceed with the sale on **22 June 2017**; therefore the payment due date was **20 October 2017**.

The purchasers were given notice on **23 October 2017** that an additional 21 days were granted subject to interest being levied. The final due date was **13 November 2017**.

Following a letter dated **03 November 2017** from the purchaser requesting an extension to secure the purchase prices, Council passed the following resolution on **30 November 2017** under item 11.1.23:

(a) That Council approves the final extension of the payment due dates for the following transactions until 01 April 2018 and that the applicants submit monthly reports on the financing of the transactions:

- Erf 8929 - Pharlap Investments CC
- Erf 8930 - Mr J Kambueshe
- Erf 8939 - PJV Investments CC
- Erf 4874 - Mondesa Property CC

(b) That it be recorded that should there be non-performance the transactions will be cancelled.

The above sales are subject to penalty interest charges and the purchasers were informed of the above decision and interest charges per letter dated **12 December 2017**, as follows at the time:

Erf	Purchaser	Purchase Price less Deposit paid	Interest calculated from	Interest until 01 April 2018
8929	Pharlap Investments CC	N\$ 4 181 499.99	22 June 2017	N\$ 348 525.16
8930	Mr Juuso Kambueshe	N\$ 2 785 499.99	22 June 2017	N\$ 232 169.52
8939	PJV Investments CC	N\$ 3 585 499.99	22 June 2017	N\$ 298 848.97

1. The sale of **Erf 8929, Swk** was cancelled on 03 April 2018 as resolved by Council above. The property was offered to Mr H A Nekomba being the next qualifying bidder listed.
On 23 April 2018 and e-mail was received from Mr J Kambueshe requesting an extension to secure the purchase price. Council passed the following resolution on **31 May 2018** under item 11.1.3:

(a) That Council approves an extension of the payment due dates for the following transactions for the **period of 6 (six) months**:

- Erf 8929, Swk
- Erf 4874, Swk

- (b) That the notice given to Mr H A Nekomba be withdrawn.
- (c) That Messrs Pharlap Investment CC and Messrs Mondesa Property CC be provided with all relevant documentation related to the transaction.

The transaction for Erf 8929, Swakopmund therefor expired on **30 November 2018**. Reference is made to the application received on the same date quoted under point 2 of this submission.

2. The following transactions were cancelled and offered to the next qualifying bidders as follows (the same bidders just replaced each other as next qualifying bidders at a lower price):

Erf 8930, Swk - PJV Investment CC - N\$ 2 899 999.99
Erf 8939, Swk - Mr J Kambueshe - N\$ 3 399 999.99

The due date to secure the above purchase prices was 13 August 2018 and the purchasers were given notice to rectify the breach by **04 September 2018**.

An application dated 03 September 2018 was received from Mr J Kambueshe requesting an audience with Council. The purchasers were invited to Special Management Committee Meetings of **11 September** and **14 November 2018**; apologies for not attending were tendered at both meetings.

As per point 1 of this submission, various arrangements were subsequently made for audiences. The last being for 21 October 2020.

Below is a map indicating the location of the above three erven:



ANNEXURE "C"**Erf 4874, Extensions 10, Swakopmund**

Erf 4874, Swakopmund located in Extension 10, Swakopmund, is zoned "general industrial" and measures 15 140m². The erf was sold at the public sale of 02 December 2018. The transaction of the successful bidder was cancelled due to non-performance.

Erf 4874 was allocated to Mondesa Property Investment CC as a next qualifying bidder.

The due date to secure the purchase price was 06 December 2017. An application for an extension to secure the purchase price was received from Mr J Kambueshe and the following Council resolutions were subsequently passed:

30 November 2017 under item 11.1.23:

(a) *That Council approves the final extension of the payment due dates for the following transactions until 01 April 2018 and that the applicants submit monthly reports on the financing of the transactions:*

- Erf 8929 - Pharlap Investments CC
- Erf 8930 - Mr J Kambueshe
- Erf 8939 - PJV Investments CC
- **Erf 4874 - Mondesa Property CC**

(b) *That it be recorded that should there be non-performance the transactions will be cancelled.*

31 May 2018 under item 11.1.3:

(a) *That Council approves an extension of the payment due dates for the following transactions for the **period of 6 (six) months**:*

- Erf 8929, Swk
- **Erf 4874, Swk**

(b) *That the notice given to Mr H A Nekomba be withdrawn.*

(c) *That Messrs Pharlap Investment CC and Messrs Mondesa Property CC be provided with all relevant documentation related to the transaction.*

The transaction for Erf 4874 therefore expired together with Erf 8929, Swakopmund on 30 November 2018. Reference is made to the application received on the same date quoted under point 2 of this submission.

A map indicating the location of Erf 4874, Swakopmund is attached to **Annexure "D"**.

ANNEXURE "D"

Erf 4899, Extension 10, Swakopmund

The sale of Erf 4899, Swakopmund to Messrs Erf Two Eight Two Seven Swakopmund CC commenced when the advice of the Ministry of Urban and Rural Development was received proposing that Council considers allocating an alternative erf zoned "Light Industrial" to Messrs Erf Two Eight Two Seven Swakopmund CC since the sale of a portion of Erf 2827, Swakopmund did not materialize. Council on **24 November 2015** under item 11.1.3 approved the sale in the amount of N\$536.55/m² x 20 035m² = N\$10 749 779.25 (15% VAT excluded).

Although Council approved the sale of Erf 4899, Swakopmund to Messrs Erf Two Eight Two Seven Swakopmund CC, the sale was on hold pending the finalization of the rezoning of the erf from "*Light Industrial*" to "*General Industrial*". The rezoning was approved by the Minister on 27 April 2016.

Mr J Kambueshe on behalf of Messrs Erf Two Eight Two Seven Swakopmund CC confirmed acceptance of the purchase price on 14 July 2016.

The deed of sale was never signed and the transaction lapsed in any event after 3 months on **05 December 2016**.

With reference to the above, a submission was tabled to the Special Management Committee of **08 December 2016**; whereafter the following decision was passed:

That this item be withdrawn from the agenda and be resubmitted to the Management Committee meeting of 12 January 2017.

The Management Committee subsequently passed the following resolution on **14 September 2017** under item 7.9:

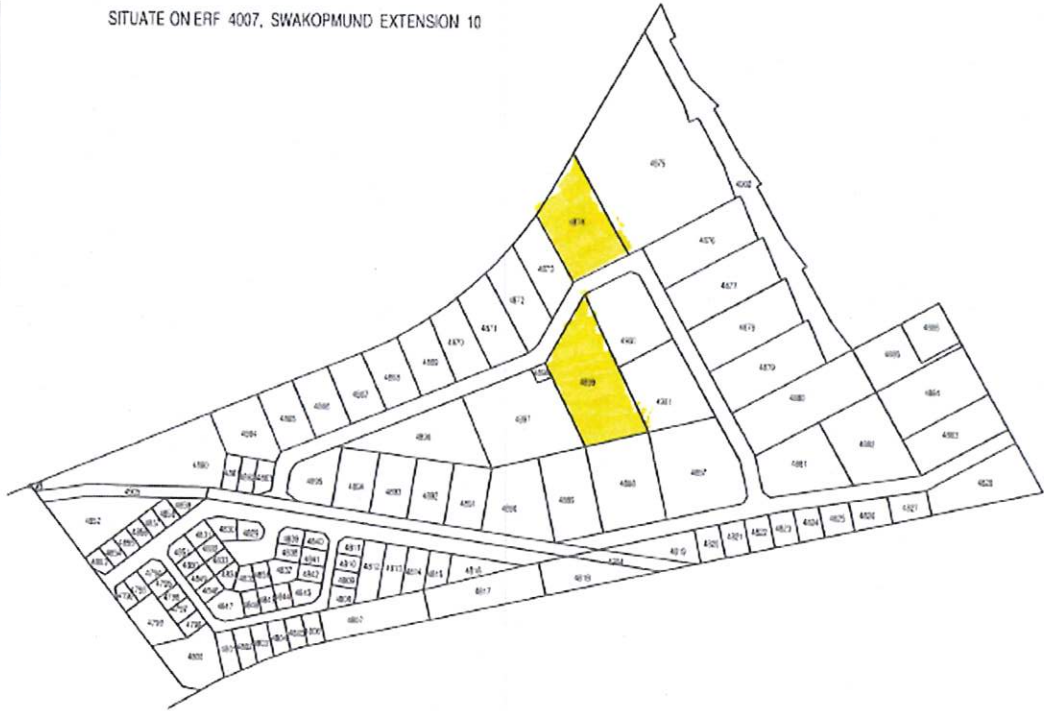
That this item be referred back and that the purchaser be requested to inform Council through the Office of the Acting Chief Executive Officer whether he intends to proceed with the transaction.

The Office of the Chief Executive Officer since endeavoured to arrange meetings during 2018 to no avail. Therefore the cancellation of Erf 4899, Swakopmund is still pending.

This was a private treaty which never came into being since no contract was ever signed. Should Council decide to sell it to Messrs Erf Two Eight Two Seven Swakopmund CC, the procedure of advertising Council's intention prescribed in the Local Authorities Act 23 of 1992, as amended must be followed.

Below is a map indicating the location of the two erven in Extension 10, Swakopmund:

SITUATE ON ERF 4007, SWAKOPMUND EXTENSION 10



11.1.22 **REQUEST BY WATO INVESTMENTS CC FOR AN ADDITIONAL EXTENSION OF TIME TO PERFORM: ERF 4108, EXTENSION 10, MONDESA**
(C/M 2021/01/28 - M 4108)

Special Management Meeting of 26 January 2021, Addendum 5.11 page 98 refers.

A. The following item was submitted to the Management Committee for consideration:

1. Introduction

After considering an application from Messrs Wato Investments CC dated **29 June 2020** for a fourth extension of time to perform, Council passed the following resolution on **31 August 2020** under item 11.1.9:

- (a) *That Council takes note of the arrangement made to pay the outstanding amount and that there is still N\$19 886.84 outstanding on the rates and taxes in accordance with the resolution of 31 October 2019.*
- (b) *That Council does not approve the application by Messrs Wato Investments CC for an extension of time to perform until 30 September 2020, unless the rates and taxes are paid up.*
- (c) *That should (b) above not been executed Messrs Wato Investments CC be refunded the sum of N\$86 956.52 and VAT amount paid.*
- (d) *That Erf 4108, Mondesa be sold at a closed bid sale pending the performance of Messrs Wato Investments CC.*

As required in terms of point (b) above, Messrs Wato Investments CC managed to settle the outstanding rates and taxes in the amount of **N\$23 293.72** on **02 December 2020**. The extended period approved by Council lapsed on **30 September 2020**.

A letter was received on **08 December 2020 (Annexure "A")** from Messrs Wato Investment CC requesting a final extension of time to settle the balance of the purchase price by **31 May 2021** (the letter is signed by the Managing Director of Wato (Pty) Ltd) which is not the entity land was awarded to.

2. Short Background

Council sold Erf 4108, Extension 10, Mondesa by private treaty to Messrs Wato Investments CC in terms of the decision passed on 30 November 2017 under item 11.1.4. The purchase price for the erf amounts to N\$215 77.50. The date of sale was **28 August 2018** and the initial date to secure the purchase price was **31 January 2019**.

In order not to repeat the information from various previous submissions to the Management Committee, the extensions of time granted to secure the purchase price is summarized below:

- *On **28 March 2019**, under item 11.1.5 Council approved the 1st extension of time from **31 January 2019** until **31 July 2019**.*
- *On **29 August 2019**, under item 11.1.22 Council approved the 2nd extension of time from **31 July 2019** until **30 September 2019**.*
- *On **31 October 2019**, under 11.1.6 Council approved the 3rd extension of time from **30 September 2019** until **31 March 2020**.*
- *On **31 August 2020**, under item 11.1.9 Council approve the 4th extension of time from **31 March 2020** until **30 September 2020**.*

3. Current situation

Messrs Wato Investments CC has paid an amount of N\$86 956.52 on **30 September 2019** leaving a balance of N\$128 816.98 excluding penalty interest. The penalty interest is at a rate of 10.5% per annum calculated from **28 August 2018**.

4. Consideration of a Fifth Period as an Extension of Time

Messrs Wato Investments CC requests an additional period until **31 May 2021** to perform.

The purchaser paid the outstanding rates and taxes to date as was required in terms of point (b) of Council's resolution passed on **31 August 2020** under item 11.1.9.

The Finance Department confirmed the penalty interest calculated until **31 May 2021** amounts to N\$44 826.51 (**Annexure "B"**). The penalty interest period excludes the following lock down, quarantine and disinfection periods:

- 28 March until 04 May 2020
- 09 June until 22 June 2020
- 01 until 10 August 2020
- 14 & 15 December 2020
- 22 until 24 December 2020

B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That Council takes note that Messrs Wato Investments CC paid the outstanding rates and taxes on 02 December 2020 in terms of point (b) of Council's resolution passed on 31 August 2020 under item 11.1.9, which payment was a condition for the extension of time granted to perform by 30 September 2020.
 - (b) That the transaction be cancelled and Messrs Wato Investments CC be refunded the sum of N\$86 956.52 and 15% VAT amount paid (N\$100 000.00 in total).
 - (c) That subject to point (b) above, Erf 4108, Mondesa be added to the list of available erven located in Extension 10, Mondesa approved for sale by closed bid by Council on 31 January 2019, under item 11.1.12 and 19 November 2020 under item 11.1.4, if and when the market determines the need.
-

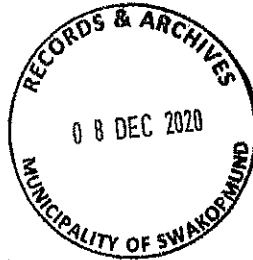
ANNEXURE "A"

**WATO INVESTMENT CC**

Cell: +264813180532, P O Box 5344, Swakopmund, Namibia
4108, omuthiya Street, Ext 10, Swakopmund
Email: gustafgustaf002@gmail.com

09 September 2020

Chief Executive Officer
Municipality of Swakopmund
P O Box 53
Swakopmund



Dear Sir

Application for an extension of time – Erf 4108 Mondesa, Extension 10

Your later dated 31 August 2020 refers.

I understand we have to settle my outstanding rates and taxes by 30 September 2020. I have to be honest with you in this regard that due to covid -19, Owato Investments CC did not get any income since the beginning of 2020. Therefore I would like to request council to give us more time to pay off our outstanding rates and taxes before 15 December 2020.

Lastly, I would like to request Council to grant us a final extension of time to pay off the remaining balance of the purchase price by 31 May 2021. We are sure we'll have enough funds to settle our debts by then.

In this regard, we are waiting for your favourable response and we thank you in advance. Should you need more information, do not hesitate to contact the undersigned.

Yours sincerely

Gustaf Gustaf
Managing Director
Owato (Pty) Ltd

ANNEXURE "B"

From: Gaudensia Mukena
Sent: Tuesday, 05 January 2021 02:42 PM
To: Stephny Bruwer
Subject: RE: Interest on Erf 4108, Mondesa

Dear Stephny

Good day

Compliments to 2021 as well, below finds the calculations from 2018 – May 2021

	Days	Payment	Amount	Int Rate	Interest
Erf 4108					
Aug-18	3		215 773.50	10.50%	186.22
Sep-18	30		215 773.50	10.50%	1 862.15
Oct-18	31		215 773.50	10.50%	1 924.23
Nov-18	30		215 773.50	10.50%	1 862.15
Dec-18	31		215 773.50	10.50%	1 924.23
Jan-19	31		215 773.50	10.50%	1 924.23
Feb-19	28		215 773.50	10.50%	1 738.01
Mar-19	31		215 773.50	10.50%	1 924.23
Apr-19	30		215 773.50	10.50%	1 862.15
May-19	31		215 773.50	10.50%	1 924.23
Jun-19	30		215 773.50	10.50%	1 862.15
Jul-19	31		215 773.50	10.50%	1 924.23
Aug-19	31		215 773.50	10.50%	1 924.23
Sep-19	30		215 773.50	10.50%	1 862.15
Oct-19	31		128 816.98	10.50%	1 148.77
Nov-19	30		128 816.98	10.50%	1 111.71
Dec-19	31		128 816.98	10.50%	1 148.77
Jan-20	31		128 816.98	10.50%	1 148.77
Feb-20	29		128 816.98	10.50%	1 074.65
Mar-20	31		128 816.98	10.50%	1 148.77
Apr-20	30		128 816.98	10.50%	1 111.71
May-20	31		128 816.98	10.50%	1 148.77
Jun-20	30		128 816.98	10.50%	1 111.71
Jul-20	31		128 816.98	10.50%	1 148.77
Aug-20	31		128 816.98	10.50%	1 148.77
Sep-20	30		128 816.98	10.50%	1 111.71
Oct-20	31		128 816.98	10.50%	1 148.77
Nov-20	30		128 816.98	10.50%	1 111.71
Dec-20	31		128 816.98	10.50%	1 148.77
Jan-21	31		128 816.98	10.50%	1 148.77
Feb-21	28		128 816.98	10.50%	1 037.59
Mar-21	31		128 816.98	10.50%	1 148.77
Apr-21	30		128 816.98	10.50%	1 111.71

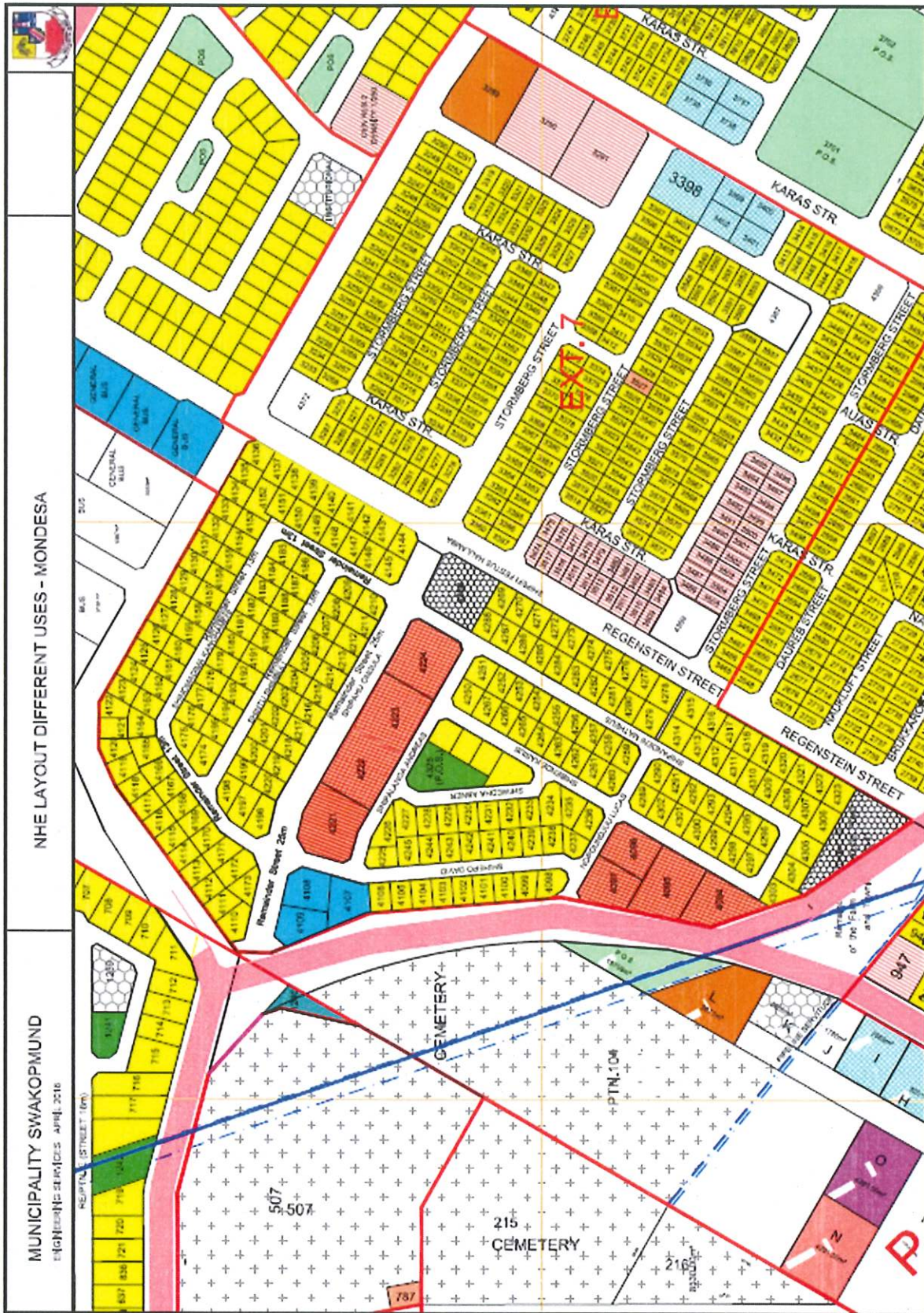
	Days	Payment	Amount	Int Rate	Interest
May-21	31		128 816.98	10.50%	1 148.77
	1007				47 272.26

Total days	398		215 773.50	10.50%	24 704.59
Total days	609		128 816.98	10.50%	22 567.68
less lock down	66		128 816.98	10.50%	2 445.76
Total interest	698		-		44 826.51

Regards,
Gaudensia Mukena

Gaudensia Mukena | Manager: Finance | Finance | 4302

ANNEXURE "C"



NHE LAYOUT DIFFERENT USES - MONDESA

MUNICIPALITY SWAKOPMUND
SIGNIFICANT SERVICES APRIL 2016

CEMETERY

215 CEMETERY

PTN.104

507, 507

787



11.1.23

CONTAINER UNIT FOR HOUSING OFFICE AT MATUTURA

(C/M 2021/01/28 - E 2310 M)

Special Management Meeting of 26 January 2021, Addendum 5.13
page 106 refers.

A. The following item was submitted to the Management Committee for consideration:**Introduction**

Council approved the establishment of a satellite pay point in its Strategic Plan for the period 2016 / 2021 during March 2016. Then, as part of its social responsibility, Messrs MTC Namibia converted a container unit for Council to use as pay point office on erf 2310, Matutura.

Discussion

Council's vision is "*To provide ...safe, sufficient and affordable services for resident...*" It is very inconvenient and costly for the residents of Matutura, DRC and the new extensions to travel to the Head Office building to eg check the Build Together list. Sufficient space is available adjacent to the existing container unit for more services to be brought closer to the public.

It is therefore proposed to acquire a container unit and place it adjacent to the Municipal Pay point on erf 2310. Once the new container unit is in place, a satellite Housing Section will come into operation with one of the existing Housing Section employees, together with job attachment students assisting the public to receive applications, answer basic queries, register new applicants and provide computer access for the public to view the progress of their applications on computers from the computer room, made available for that purpose.

Budget

Should Council approve the above, a converted container similar to the one used by Finance Department as a pay point will be sourced. Furniture will be provided from the Corporate Services Capital budget and internet connection will be extended from the existing one used by the pay point.

B. After the matter was considered, the following was:-**RECOMMENDED:**

- (a) That Council approves the establishment of a satellite office for the Housing Section adjacent to the pay point on Erf 2310, Matutura.
 - (b) That a converted container similar to the Finance pay point be sourced.
 - (c) That the costs for this project be either sourced from own funds or donor funds.
-