

# AGENDA

Ordinary Council Meeting

on

**THURSDAY**

**25 FEBRUARY 2021**

at

**09:00**



**MUNICIPALITY OF SWAKOPMUND**



# MUNICIPALITY OF SWAKOPMUND

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Enquiries: *Aloysia Kahuika*

15 February 2021

The Mayor and Councillors  
Municipality  
**SWAKOPMUND**

Dear Sir / Madam

## NOTICE: ORDINARY COUNCIL MEETING

Notice is hereby given in terms of Section 14(1)(c) of the Local Authorities Act of 1992, Act 23 of 1992 as amended, of an **ORDINARY COUNCIL MEETING** to be held:

**DATE : THURSDAY, 25 FEBRUARY 2021**

**VENUE : COUNCIL CHAMBERS, MUNICIPAL OFFICE BUILDING, C/O RAKOTOKA STREET AND DANIEL KAMHO AVENUE, SWAKOPMUND**

**TIME : 09:00**

**A Benjamin**  
**CHIEF EXECUTIVE OFFICER**

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1. OPENING BY PRAYER, IF SO DESIRED

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2. ADOPTION OF THE AGENDA OF THE MEETING OF COUNCIL

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3. APPLICATIONS FOR LEAVE OF ABSENCE BY MEMBERS OF COUNCIL

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4. CONFIRMATION OF MINUTES OF THE PREVIOUS MEETING OF COUNCIL  
(C/M 2021/02/25 - 5/2/1/1/2)
- 4.1 Minutes of the **Ordinary Council Meeting** held on 28 January 2021.  
(pp 1/2021 - 17/2021)

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5. OFFICIAL ANNOUNCEMENTS, STATEMENTS AND COMMUNICATIONS

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6. INTERVIEWS WITH DEPUTATIONS OR PERSONS SUMMONED OR REQUESTED TO ATTEND THE MEETING OF A COUNCIL
- 6.1 Long Service Awards.

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7. PETITIONS  
None.

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8. MOTIONS OF MEMBERS  
None.

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9. ANSWERS TO QUESTIONS OF MEMBERS OF WHICH NOTICE WAS GIVEN  
None.

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10. REPORT OF THE MANAGEMENT COMMITTEE REFERRED TO IN SECTION 26(1) (E) OF THE ACT
- 10.1 REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY MANAGEMENT COMMITTEE DURING JANUARY AND FEBRUAY 2021

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None.

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13. **DRAFT REGULATIONS AND TARIFFS, IF ANY**

None.

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**MINUTES**

of an **Ordinary Council Meeting** held in the Council Chambers, Municipal Head Office, Swakopmund on **Thursday, 28 January 2021** at **09:00**.

**PRESENT:**

Councillor L N Kativa	:	Mayor
Councillor D Am-!Gabe	:	Deputy Mayor
Councillor W O Groenewald	:	Chairperson of MC
Councillor C-W Goldbeck	:	Alternate Chairperson of MC
Councillor P N Shimhanda	:	Member of Management Committee
Councillor B R Goraseb	:	Member of Management Committee
Councillor M Henrichsen	:	Member of Council
Councillor E Shitana	:	Member of Council
Councillor S Kautondokwa	:	Member of Council

**OFFICIALS:**

Mr A Benjamin	:	Chief Executive Officer
Mr M P C Swarts	:	GM: Corporate Service & HC
Mr V S Kaulinge	:	GM: Economic Development Services
Mr C McClune	:	GM: Engineering and Planning Services
Mr C Lawrence	:	GM: Health Services & SWM
Ms G Mukena	:	Acting GM: Finance

**ALSO PRESENT:**

Also present was eight (8) members of the Media and (2) two members of the public.

**1. SCRIPTURE READING AND OPENING BY PRAYER**

Mr M P C Swarts opened the meeting with a prayer.

**2. ADOPTION OF THE AGENDA OF THE MEETING OF COUNCIL**

On proposal of Councillor W O Groenewald seconded by Councillor P N Shimhanda it was:

**RESOLVED:**

**That the agenda be adopted.**

CO: A GM: CS&HC
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3. **APPLICATIONS FOR LEAVE OF ABSENCE AND DECLARATION OF INTEREST BY MEMBERS OF COUNCIL**

3.1 Application for leave of absence:

Councillor H H Nghidipaya - Approved

3.2 Declaration of interest:

None.

4. **CONFIRMATION OF MINUTES**  
(C/M 2020/01/28 - A 2/3/5)

4.1 **MINUTES OF AN SPECIAL COUNCIL MEETING HELD ON 30 NOVEMBER 2020**

On proposal of Councillor W O Groenewald seconded by Councillor P N Shimhanda it was:

**RESOLVED:**

CO: A  
GM: CS&HC

**That the minutes of the Special Council Meeting held on 30 November 2020, be confirmed as correct.**

5. **OFFICIAL ANNOUNCEMENTS, STATEMENTS AND COMMUNICATIONS**

(C/M 2021/01/28 - A 2/3/5)

*Honorable Councilors, The Chief Executive Officer, Mr. Alfeus Benjamin, General Managers, Managers, Officials, Members of the Community, Members of the Media, Ladies and Gentlemen, All Protocol observed*

*Good morning and welcome to the first council meeting and announcements for the year 2021.*

*Ladies and gentlemen*

*First and foremost, i wish to extend a warm welcome to each and every one of you. I hope the year 2021 will be an impactful as we continue to work together to serve our community members.*

*I would also like to use this opportunity to express my gratitude to our ceo, general managers, managers and all the staff members of the municipality for their contribution towards the realization of quality service delivery to the people of Swakopmund and wish them a productive year ahead.*

*I am sure we will all agree that last year was indeed challenging and unpredictable, but yes we made it with the grace of god. So let us gear up and work together in unity to achieve our set goals.*

*Honorable councilors, Ladies and gentlemen,*

*I am indeed proud to announce that we kick start our year on a positive note with the launch of one of our projects.*

*On the 22nd of January 2021, the municipality of Swakopmund held a groundbreaking ceremony of the 8 block development project.*

*The municipality of Swakopmund adopted the housing development model in which it strategically outlines 11 developmental projects which is focused on providing affordable and decent housing to the residents of Swakopmund.*

*The block 8 development is one of these strategic goals envisaged towards expediting the delivery of serviced land and housing at affordable prices to the community. These private developers will be responsible for the financing as well as the installation of services to 8 townships and the construction of houses.*

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Council's contribution to these projects is the provision of unserviced land. A total of 1300 erven are expected to be generated from this project. Upon completion, Council will receive about 39 percent from the total serviced erven from the respective developers located in various townships, which amounts to 513 from the 1300.

Ladies and gentlemen

I am looking forward to more impactful projects as we make every effort to improve our community and our service to the people.

Ladies & gentlemen

The municipality of Swakopmund intends to formulate the Swakopmund micro and small enterprises development and promotion policy and strategy to guide in creating an enabling business environment for local micro and small business owners and to ensure development of competitive dynamic and innovation.

The main objective of the envisaged policy is to promote local micro and small enterprises through mentoring and support to deliver the necessary products and services. The policy also aims to address challenges faced by local micro and small enterprises in infrastructure, marketing, skills development and institutional support.

This policy will further guide the interventions geared to uplift local micro and small entrepreneurs.

Ladies and gentlemen

As council, we recognize the important role in job creation and income generation, thus we contribute to improving the livelihood of many Namibian people.

The Swakopmund micro and small enterprises development and promotion policy and strategy is anticipated to be launched during the month of February 2021.

Ladies and gentlemen

That is all we had for today, thank you for your undivided attention.

We will now continue with our deliberations.

Thank you,  
Louisa Kativa  
Mayor.

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6. **INTERVIEWS WITH DEPUTATIONS OR PERSONS SUMMONED OR REQUESTED TO ATTEND THE MEETING OF COUNCIL**

- 6.1 That it be noted that these awards were handed out at a previous occasion by the Honourable Mayor.

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7. **PETITIONS**

None.

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8. **MOTIONS OF MEMBERS**

None.

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9. **ANSWERS TO QUESTIONS OF MEMBERS OF WHICH NOTICE WAS GIVEN**

None.

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10. REPORT OF THE MANAGEMENT COMMITTEE REFERRED TO IN SECTION 26(1) (E) OF THE ACT

10.1 REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY MANAGEMENT COMMITTEE DURING JANUARY 2021

RESOLVED:

CO: A  
GM: CS&HC

That the report to Council on resolutions taken by Management Committee during January 2021, be approved.

11. RECOMMENDATIONS BY THE MANAGEMENT COMMITTEE

11.1 MANAGEMENT COMMITTEE MEETINGS HELD ON 14 JANUARY 2021

11.1.1 OVAHIMBA CULTURAL VILLAGE AT MARTIN LUTHER HISTORICAL SITE

(C/M 2021/01/28 - 13/3/1/5)

RESOLVED:

GM: EPS

- (a) That the Council revokes the utilization of the land of the Ovahimba Cultural Village.
- (b) That both groups (Mr Tjambiru and Mr Tjijerua) be informed of the Council decision and advised to remove the structures and vacate the area.
- (c) That the General Manager: Economic Development Services plans for the demarcation of land earmarked for the Cultural Center.
- (d) That once the area has been demarcated, invitations for expression of interest from different cultural groups / cooperatives / individuals that want to lease a portion in the center, be compiled.

11.1.2 URBAN AGRICULTURE PROJECT - ALLOTMENT GARDEN PLOTS BENEFICIARIES

(C/M 2021/01/28 - 17/5/3)

RESOLVED:

GM: HSSWM

- (a) That the selected beneficiaries be allocated an allotment plot due to compliance with the approved Council selection criteria:

No	NAME	ID NUMBER	SWAKOP CONSTITUENCY VOTERS CARD	PROOF OF RESIDENCE	UNEMPLOYED	COMMENT	OUTCOME
1	Ms Reginalda Shlvute	58030100469	X	Mondesa	X	All documents attached	Valid
2	Mr Logan Van Wyk	40600057	X	Vineta	X	All documents attached	Valid
3	Ms Johanna Cloete	53031900146	X	Mondesa	X	All documents attached	Valid
4	Mr Lukas Nauyoma	65053000204	X	Mondesa	X	All documents attached	Valid

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						attached	
5	Ms Ndahafa Abisaai	96062900078	X	Mondesa	X	All documents attached	Valid
6	Ms Anna Garises	66053100072	X	Mondesa	X	All documents attached	Valid
7	Mr Sacharias Goabab	71102800279	X	Mondesa	X	All documents attached	Valid
8	Ms Kavevarua Tjiposa	91011701022	X	DRC	X	All documents attached	Valid
9	Ms Martha Petrus	88020100529	X	DRC	X	All documents attached	Valid
10	Mr Filomon Mundjanima	88042100396	X	Mondesa	X	All documents attached	Valid
11	Ms Justine Sechogeke	68011300768	X	Mondesa	X	All documents attached	Valid
12	Mr James Kamho	50011200189	X	Mondesa	X	All documents attached	Valid
13	Ms Uakuramenua Tjirambi	97121400847	X	DRC	X	All documents attached	Valid
14	Mr Abisai Nakalamba	97121600358	X	DRC	X	All documents attached	Valid
15	Mr Romario Rooi	95061000498	X	Mondesa	X	All documents attached	Valid
16	Ms Klothilde Kudumo	93090300346	X	DRC	X	All documents attached	Valid
17	Ms Kebone Sechogeke	98040400104	X	Mondesa	X	All documents attached	Valid
18	Ms Shivishi Carlitha	84111210473	X	Tullnawa	X	All documents attached	Valid
19	Ms Emelda Nangombe	86022000084	X	Mondesa	X	All documents attached	Valid
20	Mr Hadmuth Tsauseb	86091100750	X	Mondesa	X	All documents attached	Valid
21	Mr Ndjivro Tjondu	90042500834	X	DRC	X	All documents attached	Valid
22	Mr Uatanau Murumbua	81041010157	X	DRC	X	All documents attached	Valid
23	Ms Emillo Mwotako	90042400015	X	Tamariskia	X	All documents attached	Valid
24	Ms Rolien Naris	80051900130	X	Jabulani	X	All documents attached	Valid
25	Ms Vofjuukisa Tjiharuka	79050700101	X	DRC	X	All documents attached	Valid
26	Ms Regina Visser	78061100037	X	Mondesa	X	All documents attached	Valid
27	Ms Lovisa Gawases	80062410288	X	Matutura	X	All documents attached	Valid
28	Ms Naem Shuudi	88103000744	X	Tamariskia	X	All documents attached	Valid
29	Mr Ben. E. Hanaseb	57022300194	X	Vineta	X	All documents attached	Valid
30	Ms Theresia Fisch	58011500481	X	Matutura	X	All documents attached	Valid

- (b) That Council allocates the above 30 allotment plots for a period of 24 months (commencing 01 February 2021) and rental fees be exempted for a period of 12 months.
- (c) That the applicants sign a memorandum of understanding with Council and heed to the call for Indemnification.
- (d) That a waiting list be compiled for future allocations and that the General Manager: Health Services & Solid Waste Management be exempted from calling for new applications until the qualifying list is exhausted.
- (e) That the same criteria for selection for the current groups be used for the appointment of qualifying groups.
- (f) That the listed beneficiaries be invited to attend the January Council meeting.

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11.1.3 **APPLICATION FOR RELAXATION OF STREET BUILDING LINES ON ERF 2329, SWAKOPMUND, EXTENSION 8**  
(C/M 2021/01/28 - E 2329)

**RESOLVED:**

GM: EPS

- (a) That the application for "*Special Consent*" to relax the building line on Erf 2329, Swakopmund, Extension 8 from five (5) metres to zero (0) metres street boundary line be turned down.
- (b) That the applicant revise and submits amended drawings with the unit in question set to at least three (3) metres from the street boundary line in line with the provisions of the Swakopmund Town Planning Scheme.
- (c) That the applicant be informed of his rights to appeal to the Minister against Council's Resolution in respect of resolution (a) above in terms of Clause 8.7 of the Swakopmund Town Planning Scheme within 28 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.

11.1.4 **UPDATED STANDARD OPERATING PROCEDURES WITH REGARDS TO PURCHASES, PAYMENTS, INSURANCE AND FUEL ISSUE (STORES)**  
(C/M 2021/01/28 - 3/P)

**RESOLVED:**

GM: F

- (a) That Council approves the Standard Operating Procedures with regard to purchases, payments of Creditors, insurance processes and fuel issues on fleet vehicles for guidance and compliance thereof.
- (b) That Finance Services annually reviews the Standard Operating Procedures with regard to purchases, payments of Creditors, insurance processes and fuel issues on fleet vehicles for guidance and compliance thereof.

11.1.5 **RENEWAL OF A LEASE AGREEMENT FOR AN UNDEVELOPED OPEN AREA**  
(C/M 2021/01/28 - 14/1/3/1)

**RESOLVED:**CO: P  
GM: CSHC

- (a) That Council approves the renewal of lease for an open area measuring 1200m<sup>2</sup> in extent on Swakopmund Townland, north of the intersection of the Henties Bay / Windhoek road and railway for a rental fee of N\$468.00 per month (VAT exclusive) (i.e. N\$0.39/m<sup>2</sup> x 1200m<sup>2</sup>) to Messrs Golden Footsteps Investment for the storage of skip containers subject to the standard lease conditions.

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- (b) That Messrs Golden Footsteps Investment be advised to submit a future plan with regards to his business, to avoid inconveniences that might be caused by future development of the area.

11.1.6 **CONSTRUCTION OF 5 COMMUNITY LED TOTAL SANITATION (CLTS) AT ERF 161-163 FOR DEMONSTRATION PURPOSES**  
(C/M 2021/01/28 - 14/2/8/2)

**RESOLVED:**

GM: HSSWM  
GM: EPS

- (a) That Council enters into a joint venture with Development Workshop in constructing the five (5) Community Led Total Sanitation (CLTS) facilities for demonstration purpose.
- (b) That the Engineering & Planning Services Department assist the Development Workshop Namibia in designing the toilets.
- (c) That construction sites for the ablution facilities be identified and approved and prepared by the General Manager: Engineering & Planning Services.
- (d) That the General Manager: Health Services & Solid Waste Management coordinate the project initiative with Development Workshop Namibia.
- (e) That a Cleaning and Maintenance Plan for the toilets be formulated and that contract workers be appointed to maintain the facilities in a clean and hygienic condition.

11.1.7 **BAD DEBT WRITE-OFF AND PROVISION FOR BAD DEBT (IMPAIRMENT OF DEBTS) POLICY**  
(C/M 2021/01/28 - 3/P)

**RESOLVED:**

GM: F

- (a) That Council approves the Bad Debt Write-off and Provision for Bad Debt (Impairment of Debt) Policy.
- (b) That the Bad Debt Write-off and Provision for Bad Debt (Impairment of Debt) Policy be reviewed annually when so required.
- (c) That the General Manager: Finance compiles a letter to be submitted to the Constituency Councillor, requesting to take up the outstanding water accounts with the responsible Ministry.

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- 11.1.8 REZONING OF ERF 5371, SWAKOPMUND FROM "SPECIAL" FOR THE PURPOSES OF SPORTS, OFFICES, SHOPS, PLACE OF ASSEMBLY AND ACCOMMODATION TO "SPECIAL" FOR THE PURPOSE OF SPORTS, OFFICES, SHOPS, PLACE OF ASSEMBLY AND ACCOMMODATION AND INSTITUTIONAL  
(C/M 2021/01/28 - 19.03.08, E 5371)

**RESOLVED:**

GM: EPS

- (a) That Erf 5371, Swakopmund be rezoned from "*Special*" for the purpose of sports, offices, shops, place of assembly and accommodation to "*Special*" for the purpose of sports, offices, shops, place of assembly and accommodation as well as institutional use and be approved by Council.
- (b) That the rezoning of Erf 5371, Swakopmund be included in the next Swakopmund Zoning Scheme.
- (c) That all the parking be provided on-site in line with the Swakopmund Zoning Scheme.
- (d) That all statutory requirements be comply with.

- 11.1.9 APPLICATION FOR THE REZONING OF ERF 8673, (PORTION OF ERF 923), SWAKOPMUND FROM "STREET" TO "PARKING"  
(C/M 2021/01/28 - E 8673, E 923)

**RESOLVED:**

GM: EPS

- (a) That the rezoning of Erf 8673, Swakopmund from "*Street*" to "*Parking*" be granted.
- (b) That the rezoning of Erf 8673, Swakopmund be included in the next Swakopmund Zoning Scheme.

- 11.1.10 APPLICATION FOR RELAXATION OF STREET BUILDING LINES ON ERF 72, MYL 4 PROPER  
(C/M 2021/01/28 - 19.03.09, M4 72)

**RESOLVED:**

GM: EPS

- (a) That the application for "*Special Consent*" to relax the building line on Erf 72, Myl 4 Proper from five (5) metres to zero (0) metres street boundary line be turned down.
- (b) That the applicant revise and submits amended drawings with the garage in question set at least three (3) metres from the street boundary line in line with the provisions of the Swakopmund zoning Scheme.
- (c) That the applicant be informed of his rights to appeal to the Minister against Council's Resolution in respect of resolution (a) above in terms of Clause 8.7 of the Swakopmund Town Planning Scheme within 28 days of receipt of notice of this Resolution, provided that written notice of such an appeal shall be given to the Ministry, as well as Council within the said period.

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11.1.11 **APPLICATION FOR THE RELAXATION OF THE HEIGHT RESTRICTIONS OF THE STREET BOUNDARY WALL ON ERF 3559, SWAKOPMUND**

(C/M 2021/01/28 - 19.03.08, E 3559)

**RESOLVED:**

GM: EPS

- (a) That the street boundary wall height restriction for Erf 3559, Swakopmund be relaxed from 1.8 meters to 3.3 meters higher subject to certification of a Structural Engineer.
- (b) That no completion certificate be issued without the structural engineer certification first being presented and be to the satisfaction of the General Manager: Engineering and Planning Services.

11.1.12 **APPLICATION FOR SPECIAL CONSENT TO OPERATE A HOME SHOP ON ERF 536, TAMARISKIA EXTENSION 2**

(C/M 2021/01/28 - 19.03.03, T 536)

**RESOLVED:**

GM: EPS

- (a) That special consent to operate a Home Shop on Erf 536, Tamariskia, Extension 2 outside the demarcated area, subject to the placement of the newspaper advertisements, be approved.
- (b) That the approval be subjected to the following conditions that apply to consent given in terms of Councils "Home Shop Policy":
- (i) That the erf owner must also be the licensee;
  - (ii) That the erf owner must be a resident on the site;
  - (iii) That they conform to the Town Planning Scheme and Building regulations;
  - (iv) That the percentage of the building used for the Home shop does not exceed 40% of buildings on the erf. The primary use as a residential erf must be retained.
  - (v) That consent is not transferable.

11.1.13 **APPOINTMENT OF HEALTH AND SAFETY REPRESENTATIVES**

(C/M 2021/01/28 - 11/1/4/27)

**RESOLVED:**

GM: HSSWM  
All GM's

- (a) That the Council acknowledges the elected Health & Safety Representatives as portrayed in the table below:

Department / Work Area	Sections
Economic Development Services	Cemeteries / Fire Brigade & Rest Camp Ms Rosalia Ndalifilwa
Economic Development Services	Parks & Gardens Ms Gloria Links
Municipal Head Office	CEO's Office / HS & SWM / CS & HC Ms Wellencia Kauripeke
Municipal Head Office	E&PS / E & LEU / EDS & Finance Ms Rachel Elki
Engineering & Planning	Workshops & Waterworks

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<b>Services</b>	<b>Mr Marcelino Beukes</b>
<b>Engineering &amp; Planning Services</b>	<b>Labour Pool &amp; Municipal Stores Ms Martha Shinedima &amp; Mr Moses Jonas</b>
<b>Engineering &amp; Planning Services</b>	<b>Sewerage Plant Mr Axel Mandume</b>
<b>Health Services &amp; Solid Waste Management</b>	<b>Cleansing Services Mr Daniel Malala &amp; Mr Johannes Matheus Mr Petrus Mufita &amp; Mr Roberto Pakara</b>

- (b) That the Council supports the initiative by the Health & Safety Officer to offer informal training to the elected Health & Safety Representatives.
- (c) That the General Manager: Health Services & Solid Waste Management provides sufficient funds on the 2021 / 2022 Operational Budget for the accredited training for Supervisory personnel and the elected Health & Safety Representatives.

11.1.14 **INTERIM VALUATION COURT 2021**

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

**RESOLVED:**

CO: P GM: CSHC
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- (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.

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11.1.15 **01: RESUBMITTED: EXTENSIONS 34 & 35, SWAKOPMUND - TWO PENDING TRANSACTIONS**

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

**RESOLVED:**

CO: P  
GM: CSHC

- (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 545m<sup>2</sup> (upset price was N\$198 925.00)

11.1.16 **02: RESUBMITTED: EXTENSIONS 34 & 35, SWAKOPMUND - REPORT AND OBSERVATIONS**

(C/M 2021/01/28 - G 3/3/2)

**RESOLVED:**

CO: P  
GM: CSHC

- (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 - 16/1/4/2/1/8)

**RESOLVED:**

CO: P  
GM: CSHC

- (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.



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(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.

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)

RESOLVED:

CO: P  
GM: CSHC

(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.

11.1.19 SALE OF ERVEN ZONED "GENERAL RESIDENTIAL":

① EXTENSION 1, MILE 4

② EXTENSION 14

(C/M 2021/01/28 - N 712/22; E 342 M4, E 343 M4, E 366 M4, E 367 M4 & E 368 M4; E 4908, E 4909 & E 4910)

RESOLVED:

CO: A  
GM: CS&HC

(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") "on file".

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- (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 <sup>2</sup>
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:

Erf	Size
342	3 012
368	2 759

- 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)

**RESOLVED:**

CO: P  
 GM: F  
 GM: HSSWM

- (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.

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- (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 7 390.24m<sup>2</sup> 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:*
    - ⊘ *7 390.24m<sup>2</sup> - total area being used at N\$2.42 / m<sup>2</sup> / 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*

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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 wish to 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

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**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)

**RESOLVED:**CO: P  
GM: CSHC

- (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:

<i>Erf</i>	<i>Purchaser</i>	<i>Purchase Price</i>	<i>Interest at 31 Jan 2021</i>
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	Mondesa 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/m<sup>2</sup>).

**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)

**RESOLVED:**CO: P  
GM: CSHC

- (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.

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11.1.23 **CONTAINER UNIT FOR HOUSING OFFICE AT MATUTURA**  
(C/M 2021/01/28 - E 2310 M)

**RESOLVED:**

M: CS  
GM: CSHC

- (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.

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13. **DRAFT REGULATIONS AND TARIFFS, IF ANY**

None.

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The meeting adjourned: 09.45

Minutes to be confirmed on: 25 February 2021

Councillor L N Kativa  
MAYOR

A Benjamin  
CHIEF EXECUTIVE OFFICER

11. RECOMMENDATIONS OF THE MANAGEMENT COMMITTEE MEETING HELD ON 11 FEBRUARY 2021
10. REPORT TO COUNCIL ON RESOLUTIONS TAKEN BY PREVIOUS MANAGEMENT COMMITTEE MEETING HELD DURING FEBRUARY 2021

- 10 (A) MINUTES OF THE MANAGEMENT COMMITTEE MEETING HELD ON 26 JANUARY 2021

- 5.6 EVALUATION OF DEVELOPMENT PROPOSALS RECEIVED FOR THE ALLOCATION OF ERF 3342, SWAKOPMUND TO A QUALIFYING TERTIARY INSTITUTION

(S/M/C 2021/01/26 - E 3342)

**RESOLVED:**

CO: P  
GM: CS&HC

That Management Committee does not accept any proposal and call for new proposals and specify the required tertiary courses to be offered.

- 5.7 FEEDBACK: CLOSED BID SALE OF 20 ERVEN HELD ON 11 DECEMBER 2020

(S/M/C 2021/01/26 - 16/1/4/2/1/8)

**RESOLVED:**

CO: P  
GM: CS&HC

That the feedback report regarding the closed bid sale of 20 erven held on 11 December 2020, be noted.

- 5.12 FEEDBACK: EXTENSIONS OF TIME FOR VARIOUS TRANSACTIONS

(S/M/C 2021/01/26 - M 4096; M 4108; E 406 M4; E 365 M4; M 7159; E 4899; E 8929; E 8930; E 8939, E 4874; Mat 2747; Mat 2748; E 5002, E 4908)

**RESOLVED:**

CO: P  
GM: CS&HC

That the updated due dates approved by Council for various private transactions, be noted.

**7.10 REQUEST FOR SMART PARTNERSHIP BETWEEN COUNCIL AND MESSRS DESTINATION SWAKOPMUND**

(M/C 2021/02/11 - 14/1/4/2, 7/1/1/6)

CO: M  
GM: CS&HR

**RESOLVED:**

- (a) That the following Council resolution taken on 24 September 2020 under item 11.1.17, be noted:
- (a) *That Council approves the request for partnership with Destination Swakopmund.*
- (b) *That the terms of the draft smart partnership and Memorandum of Understanding between Council and Destination Swakopmund be approved by Council and that a Memorandum of Understanding be drafted for signature.*
- (c) *That no membership be taken up at this point in time.*
- (b) That it be noted that Destination Swakopmund intends to convert the "Association" into a "Trust".
- (c) That the Corporate Officer: Marketing & Communication be appointed as a trustee of Destination Swakopmund
- (d) That until the conversion of the entity and amendments made to the Memorandum of Understanding is finalized, Council continues to support Destination Swakopmund on an *ad hoc* basis.
- (e) That once (d) above have been attended to this item be resubmitted to Management Committee.

**7.11 VEHICLE TRACKING**

(M/C 2021/02/11 - 15/3,16/2/6/2)

**RESOLVED:**

GM: ES

That this item be referred back and be resubmitted to the next Management Committee meeting.

**7.14 REQUEST TO USE THE MUNICIPALITY BUNGALOWS AS QUARANTINE FACILITIES FOR COVID 19 PANDEMIC**

(M/C 2021/02/11 - 14/2/7/1/4)

**RESOLVED: (For Condonation by Council)**

- (a) That Council approves the request from the Ministry of Health and Social Services, Erongo Regional Directorate to release 25 rest houses at the Swakopmund Municipal Rest Camp at the discounted rate indicated below:

Unit Type:	Current Rate	Proposed Rate per day
Brandberg A	N\$1 058.00	N\$353.00

- (b) That the Ministry be requested to settle outstanding amounts related to the use of the bungalows before the 25 bungalows are handed over to them.



**8.1 REQUEST FOR ASSISTANCE TO PURCHASE LOW COST HOUSING**

(M/C 2021/02/11 - 14/2/1/2)

M: CS  
GM: CS&HC**RESOLVED:**

- (a) That the request made by Mr Lukas Nauyoma not be approved and that he remains on the waiting list until any other project arises and he can be assisted.
- (b) That it be noted that Council already made provision for people living with disabilities provided such person must be registered on the waiting list him / herself.

**8.3 FORMULATION OF THE SWAKOPMUND STRUCTURE PLAN 2020-2040:****CS/RP/SM-002/2018**

(M/C 2021/02/11 - 16/1/4/1/7)

GM: ES

**RESOLVED:**

That Council takes note of the progress made on the formulation of Swakopmund's Structure plan 2020-2040.

**8.5 PERMISSION TO PLACE CAT HOUSES FOR FERAL CATS IN SWAKOPMUND**

(M/C 2021/02/11 - 17/3/40)

GM: HS  
GM: HS**RESOLVED:**

- (a) That Council gives permission to Messrs. Swakop Feral Cats to construct and place cat shelters in the following areas:
- Promenade (4)
  - Area at back of the bungalows in the bushes (6-7)
  - Bushes close to The stiltz (3-4)
  - Bushes close to the light tower (2-3)
- (b) That the Nursery Section of the Swakopmund Municipality allocates the areas for placement of the cat houses in Swakopmund.
- (c) That Messrs Swakop Feral Cats maintain the cat shelters in good order.

**8.6 PETITION FROM APPLICANTS ON THE MASTER HOUSING WAITING LIST**

(M/C 2021/02/11 - 14/2/1/1)

GM: EDS

**RESOLVED:**

That Mr A Teofelus be invited to a meeting with Council to discuss his petition and concerns in detail.

8.8 **PROPOSALS FOR THE LEASE OF BUSINESS UNITS AND THE RESTAURANT AT THE MULTIPURPOSE CENTRE**  
(M/C 2021/02/11 - M 4348)

**RESOLVED:**

CO: P  
GM: CS&HC

- (a) That the Council do not approve the proposals received from the following companies, for not having complied with the terms and conditions as outlined in the proposal document:
- *Number one Training Institute*
  - *Erongo Millers Trading cc*
- (b) That the unsuccessful applicants be informed the reason for being unsuccessful and to submit their proposals once the units are re-advertised.
- (c) That the Council takes note that proposals have not been received for the following business premises:
- *Unit No 5*
  - *Restaurant*
- (d) That leasing of the vacant business units (i.e. 2, 4 & 5) and restaurant at the Germina Shitaleni Multipurpose Centre be re-advertised and proposals be submitted to Council for approval.

8.10 **PROPOSAL RECEIVED FOR ESTABLISHMENT OF A UNIVERSITY**

(M/C 2021/02/11 - 16/1/4/2/1/15)

**RESOLVED:**

CO: P  
CEO  
GM: CS&HC

- (a) That the Management Committee invites Omavala Trading & Enterprises to present their proposal for the establishment of a university.
- (b) That in the meantime Council takes up discussions with Trans Namib to alienate their land in town.

9.1 **NOMINATION OF STAFF MEMBER FOR THE DATA AND STATISTICAL WORKSHOPS AND POLICY DEVELOPMENT ON WASTE ELECTRIC AND ELECTRONIC EQUIPMENT (WEEE) FOR NAMIBIA**

(M/C 2021/02/11 - 17/6/4)

**RESOLVED:**

GM: HSSWM

- (a) That the Section Head Solid Waste Management, Mr Kluivert Mwanangombe be nominated to participate in the data and statistics workshops on WEEE in Namibia.
- (b) That relevant information be shared with the organizing administrators.

- (c) That Mr Kluivert Mwanangombe be granted permission to attend planned workshop meetings and other engagements related to e-waste as approved in consultation with the General Manager: Health Services and Solid Waste Management.
- (d) That the Section Head Solid Waste Management to be provided with transport to attend planned workshop meetings as approved by the General Manager: Health Services and Solid Waste Management.
- (e) That subsistence and travel allowance to be payable to the Section Head Solid Waste Management for attending planned and approved workshop meetings and that special leave shall be granted in consultation with the General Manager Health Services.
- (f) That the above approvals be subject to all the directives and protocols related to COVID 19.

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9.3 INFORMATION REQUESTED ON THE OPERATIONS OF THE FIRE BRIGADE SECTION

(M/C 2021/02/11 - 4/2/4/1/2/1)

RESOLVED:

GM: EDS

- (a) That Council takes note of the operations of the Fire Brigade Section.
- (b) That the General Manager: Economic Development Services submit an Action Plan in this regard to the Management Committee.

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10.3 INFORMATION ON LIFE SAVING ACTIVITIES AT THE MOLE

(M/C 2021/02/11 - 16/2/10/7/1)

RESOLVED:

GM: EDS

That the information on life saving activities at the Mole be noted.

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10.4 AGRI INDUSTRIAL PARK - SWAKOPMUND

(M/C 2021/02/11 - 16/1/4/2/1/13)

RESOLVED:

GM: ES

That Management Committee decides on a date to invite the members of We-Agri Ltd to present their proposal.

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11. **RECOMMENDATIONS BY THE MANAGEMENT COMMITTEE**
- 11.1 **MANAGEMENT COMMITTEE MEETINGS HELD ON 11 FEBRUARY 2021**
- 11.1.1 **"CLOUD" SYSTEM AS-WELL AS A FUTURE PLAN TO WORK TOWARDS EASIER EXCESS AND MANAGEMENT FOR THE MUNICIPALITY**  
(C/M 2021/02/25 - 2/3/6)

Ordinary Management Committee Meeting of 11 February 2021, Addendum 7.1 page 03 refers.

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

The newly appointed Councillors requested that a "Cloud" system developed for Council and Management to have easy access to the Municipality information without having to make an enquiry and to have less paper.

Council's IT service provider [Messrs BCX] had been approached for a propels and submitted to following information and also to be presenting it to Council.

**What is the cloud and why do I need it**

***Put simply, cloud technology refers to accessing and storing data and programs elsewhere via the internet, instead of on your computer hard drive.***

**How can the cloud benefit my business?**

Gartner estimates that by 2022, growth of the cloud services industry will hit nearly three times the growth of overall IT services. Moreover, Forbes reports that businesses are utilizing cloud services at an increasing rate, for compelling reasons:

- **Secure and affordable** - data centre compliance regulations provide resilience and security whilst their economies of scale make it affordable
- **Improves efficiency** - makes it simple to manage business from anywhere and scale operations instantly
- **Provides customization based on your business need** - easier to manage, allowing changes to be made remotely
- **Eliminates the risk of data loss** - resilience through strict data centre compliance rules with multiple layers of server back up
- **Offers immediate upgrades and latest available technologies** - monthly subscription models provide instant upgrades and updates
- **Globally accessible** - access your data and work from anywhere in the world

As adoption of the cloud and cloud services continue to grow, it's clear that if the cloud is the future, the future is already here.

### What is Office 365, in a nutshell?

Microsoft describes Office 365 as “an integrated experience of apps and services, designed to help you pursue your passion and grow your business.” The subscription based bundle provides everything the modern worker needs, wherever they need it and on any device. Delivering much more than just email, Word and Excel, Office 365 allows you to access all the applications and documents you use in the office, wherever you are.

### How is Office 365 different to Office 2010?

- *The apps you know got smarter. Premium versions of Word, Excel, PowerPoint help with built-in intelligence and let you coauthor, dictate into documents, and get real-time data.*
- *File sharing and collaboration. Easily share and collaborate with others by making edits and offering feedback in real time. Work together with others for free using Office for the web.*
- *Always have access to your info. Access and save your files securely from anywhere on all your favourite devices with 1 TB of OneDrive cloud storage.*
- *Protect your valuable data. Safeguard your digital assets with OneDrive security such as ransomware detection, password-protected sharing links, and file recovery. With Outlook.com get advanced virus and phishing protection.*

### Any other good reasons to upgrade to Office 365?

As a cloud-based application, businesses working with Office 365 benefit from:

- **Productivity:** *the cloud allows people to work collaboratively regardless of their location. Sharing information in real time via shared workspaces and storage applications can deliver faster project development and improved customer service.*
- **Cost savings:** *with no upfront investment in hardware and pay-as-you-go billing, cloud can provide significant cost efficiencies throughout your business.*
- **Scalability:** *cloud enables you to scale IT in line with the needs of the business - to scale up during growth or seasonally busy periods, and back when needed.*

### Still running Office 2010?

#### The bad news.

From Tuesday, **13th October 2020**, Microsoft will no longer provide support for Office 2010. Continuing to run this application suite after this date is a threat to your networks security. Even with IT Security software installed, your network could still be exposed to data theft, malware and viruses through new security vulnerabilities which Microsoft will no longer provide updates for.

#### The good news

Office 365 provides all the familiar productivity boosting in applications of Office 2010, with enhanced communication, collaboration and security - all in one cloud based platform.

If you have limited knowledge of SharePoint.

Then this article will help you to learn more about how **Microsoft SharePoint** can empower your organisation through using enterprise class business resources.

Look.

If you are unfamiliar with SharePoint and how it can benefit your small business, you are not alone. Our latest article provides you with a general overview of SharePoint and how it can be used to empower your business.



## MICROSOFT SHAREPOINT IN A NUTSHELL

Where do you start?

It is quite difficult to explain SharePoint in a nutshell because it is such a versatile platform that can be used for SO many different business activities. Let's start here.

Fundamentally, Microsoft SharePoint is a browser-based **collaboration and document/data management software solution** that's designed to connect all of your employees and business resources together. SharePoint allows everyone to collaborate and synchronize daily business tasks and responsibilities from a centralized software platform.

Typically, SharePoint is used for one or more of the following purposes:



1) Collaboration.



2) Document management.



3) Project management.



4) Business intelligence.



5) Customer relationship management.



6) Marketing.



7) Human resources.



8) Website integration/management.

To use SharePoint, all you need is a web browser (Internet explorer, Firefox, Chrome etc.) or access to the dedicated Microsoft SharePoint mobile app.

SharePoint Online is installed and managed on a hosted server in Microsoft datacenters and accessed over the internet, also known as the *Cloud*.

SharePoint online is included with Office 365 for Business, Business Premium, and Enterprise E3 subscriptions.

Whereas SharePoint Server is installed and maintained on your company's network infrastructure. All features and applications are accessed over your local network instead of over an internet connection.

And

SharePoint Hybrid is a combination of SharePoint online and SharePoint server.



## POPULAR USES OF SHAREPOINT

### 1. Document Organisation.

Businesses use SharePoint to store documents in a shared space instead of one location such as a hard drive.

The documents feature allows anyone in your organization to access documents unless the administrator has set specific access permissions.

**2. Company Intranet.**

SharePoint can be used to establish a company intranet where your employees can login to locate a variety of information such as scheduled tasks, announcements, the latest news, and more.

Each dashboard interface is customizable to meet the individual needs of every department.

Administrators can set different levels of access so everyone can access specific information they need such as ongoing project status, customer history, employee performance, and more.

**3. Improving Collaboration.**

Companies are using SharePoint to improve employee collaboration and interaction. With SharePoint, you can sign login from any device and instantly have access to information such as scheduled tasks, project status, co-worker location, calendars, documents, and more.

SharePoint simplifies collaboration by providing tools that are just as effective as the communication and interaction of workers located in a single office space.

**4. External and Internal Websites.**

In addition, SharePoint can also be used build and manage an external website for your company. The intuitive Content Management System allows you to perform updates to your page, create new pages, add graphics and text, and make other changes as well.

**5. Customer Relationship Management (CRM).**

SharePoint easily integrates with Microsoft Dynamics CRM and other CRM solutions. This creates high visibility for critical data such as customer information, sales, marketing, suppliers, and other information pertinent to the unique needs of your business.

Access to documents and information without having to switch applications fosters better communication between company employees and your clients. CRM integration with SharePoint means faster team communication and collaboration and a 360-degree transparent view of all activities. This boost in productivity means better customer service, improved customer retention, and increased sales.

**6. Social Networking.**

SharePoint is used to improved employee communication using social networking tools such as wikis, planning workshops, meeting rooms, and other real-time resources that keep employees in sync.



## 7. Improved Business Intelligence and Decision Making.

Companies use SharePoint to improve access to business intelligence for improved decision making.

SharePoint provides easy search features to help you quickly locate all company files. The search tools also help decision makers to easily view larger patterns.

SharePoint business intelligence uses graphs and charts to help you easily spot relationships and trends over specific periods of time.

Once business intelligence is gathered and you have a course of action, SharePoint assists you with organising team members to work on new implementation.



### SOME OF SHAREPOINTS BEST SPECIAL FEATURES

#### Social Features

SharePoint social features offer three different hubs located in a navigation bar. The purpose of the hubs is to unify RSS Newsfeeds, Sites, OneDrive, and My Site to make social network with SharePoint a fully integrated experience.

Employees can easily post a message to the newsfeed on a team site or public newsfeed and view updates on other activities.

Microblogging features are new for 2016 and allow you to use your newsfeed to participate in conversations. The new newsfeed apps allow you to continue with conversations and interact with newsfeeds using your mobile device.

SharePoint integrates with Skype for Business to allow your employees to easily communicate with co-workers. Skype for Business provides an array of communication tools that include videoconferencing, IM (Instant Messaging), VoIP (Voice over Internet Protocol) calling, collaboration, and online meeting capabilities.

Business Search Engine.

SharePoint provides an intuitive business search engine that simplifies document organization and makes information easy to locate.

SharePoint offers features that extend beyond traditional document searches to allow employees to easily locate, conversations, announcements, users, and more.

### **Outlook Integration**

When integrated with SharePoint, Outlook has extended capabilities using a folder hierarchy that can be accessed both online and offline.

Your employees can synchronize folders with SharePoint and then use *drag and drop* or *copy and paste* to move emails to the folders.

Users can drop email attachments from Outlook into SharePoint and then access the attachments both online and offline.

Your files can be transferred from Outlook to SharePoint simply by using *drag and drop* to move files from Outlook folders, Windows desktop, and other applications. Users can easily update content in SharePoint directly from Outlook by using the preview and edit windows in a specific application or in Outlook.

### **Mobile App Integration.**

With mobile app integration, you can carry your company intranet with you on the go using SharePoint's mobile app.

The SharePoint mobile app allows you to use your mobile device for quick access to business resources, co-workers, team sites, recent files, and more. Users can access a broad range of resources regardless of whether they are online or on the premises.

Enterprise Search is included in the SharePoint mobile app and provides you with organized access to files, sites, and co-workers.

### **One Drive for Business.**

OneDrive is Microsoft's cloud storage resource, previously known as SkyDrive. OneDrive allows your employees to store files in one location for easy collaboration and sharing.

Files that are stored in Office 365 can easily be transferred to OneDrive to reduce storage on the premises.

Companies can configure OneDrive for Business in Office 365 provided SharePoint server is being used. Users can then directly access Office 365 when they click on OneDrive using SharePoint server.

#### **Azure search.**

Azure Search is a new service that uses advanced search functionality with customised applications. The program provides additional search horsepower across SharePoint server, Azure, and Office 365.

Using *drag and drop* search functionality, you can search using hit highlighting for text heavy files, keywords and phrases, faceting which is website hit counts by category, and auto complete which makes suggestions during searches.



#### **HOW SECURE IS SHAREPOINT ONLINE?**

Let's find out.

- *SharePoint Online is actually **more secure and cost effective than an on premise solution**, especially for small business users.*
- *SharePoint Online is offered from Microsoft's datacenters which are **required to meet security and compliance requirements**. This can otherwise be a costly proposition for small businesses that need to maintain security and compliance.*
- *Microsoft is known for its **world class security technologies** and strategies and this includes delivery of SharePoint Online. Your company receives applications that increase agility and productivity while Microsoft maintains the required security and compliance certifications.*
- ***Comprehensive data protection services are included** in your SharePoint Online subscription to prevent data loss. Data protection includes regular backups and redundancy with a copy of data stored in different locations.*
- ***Data protection for SharePoint** includes disaster recovery that provides immediate retrieval of data following a catastrophe.*



## COMMERCIAL & FINANCIAL ADVANTAGES OF USING MICROSOFT SHAREPOINT

The benefits are many.

Every business has requirements that are unique, which means your software and applications should be too. SharePoint applications and services are completely customisable without the upfront costs of developing and managing the infrastructure on the premises if you choose SharePoint online. You still retain complete control over your data and information while a data center IT team of professionals worries about infrastructure management and security.

### 1. Cost Control.

When using SharePoint Online, you only pay for what you use. The solutions and functions are both flexible and scalable so you can scale up or down at a moment's notice without having any upfront IT costs. SharePoint licenses also help you to reduce and control costs associated with expensive licensing fees.

### 2. Access from Anywhere.

SharePoint is designed for anywhere access which ensures your staff stays productive regardless of where work takes them.

Access from anywhere does not mean you have to compromise security. Microsoft provides best-in-class security. Plus, you are provided with the ability to maintain information management over a Virtual Private Network (VPN).

### 3. Easy Collaboration.

SharePoint provides a unified content hub. Instead of information being distributed across departments, team members gather in real-time to get things done using the same business applications they would use in an office on a daily basis.

**4. Share Data and Information without Sacrificing Confidentiality.**

Using SharePoint, your company employees are able to access and interact with business applications in real-time. Applications are accessed using a web browser using application services that run on SharePoint.

Employees can then update and share the same version which keeps everyone on the same page, so to speak. Any sensitive information is embedded into the document to prevent unauthorized access.

**5. Business Intelligence and Accurate Decision Making.**

SharePoint empowers companies using advanced business intelligence and insight tools. This provides improved and accurate decision making to help you plan more efficiently for new initiatives.

Thanks to the activity feeds and other tools, team members can easily start collaborating which makes time to market much faster.

**6. Enterprise-Grade Security and Compliance.**

Security and compliance can prove to be costly for small businesses, yet it is a requirement. Many small businesses use SharePoint because it provides access to enterprise-grade security and compliance without the excessive costs.

**7. Data Migration.**

Microsoft provides access to FastTrack Center that allows you to easily migrate your files and data to OneDrive for Business which integrates with SharePoint. Files and data can be moved from just about any application including Dropbox, file sharing programs, Google Drive, and many others.

**8. Constant Access to Updates.**

With SharePoint Online, there is no need to purchase a new license when new upgrades are released.

SharePoint customers automatically have access to the latest updates. Plus, you can schedule the updates to occur on your own terms. The busiest time for your organization may not be the best time to start using new SharePoint features.

**COST FOR IMPLEMENTATION: PHASE 1**

			<i>Users</i>	
<i>Council / CEO Department</i>			4	
<i>Corporate Services &amp; HC</i>			3	
<i>Engineering</i>			3	
<i>Health</i>			3	

Finance		3	
Economic Development Services		3	
Councillors		10	
MS Office 365 Business Standard		29	78 517.50

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

**RECOMMENDED:**

- (a) That the presentation presented to the Management Committee by Messrs BCX on the "Cloud" System as-well as a future plan to work towards easier access and management of the Municipal Information Technology Systems, be noted.
  - (b) That approval be given for the installation and implementation of Phase 1 of the MS OFFICE 365 Business Standard (29 Users) be implemented at an annual cost of N\$78 517.50.
  - (c) That the amount mentioned in (b) above be charged to all Departments Rental: Computer Systems Vote.
-

11.1.2 **COUNCIL'S REPRESENTATIVES ON VARIOUS COMMITTEES AND BODIES - 2021**

(C/M 2021/02/25 - A 2/3/1/4)

Ordinary Management Committee Meeting of 11 February 2021, Addendum 7.2 page 13 refers.

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

1. Council from time to time approves the establishment of various committees / bodies to assist Council in the execution of its social and governance responsibilities. The existence and the members appointed to serve on these committees / bodies should be reviewed on an annual basis after the election of officer bearers to ensure that Council's interests are better served.
2. **Attached** is a list of Council's representatives on various committees / bodies for consideration.

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

**RECOMMENDED:**

That the **attached** list of Council's representatives on various committees / bodies for 2021 be approved as recommended by the Management Committee.

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**COUNCIL'S REPRESENTATIVES ON VARIOUS COMMITTEES / BODIES 2021**

ANNEXURE "A"

**1. AFFIRMATIVE ACTION CONSULTATIVE COMMITTEE**

- 1) Manager: Human Capital (Chairperson)
- 2) 2x representatives for racially disadvantaged group
- 3) 2x representatives for females
- 4) 2x representatives for persons with disabilities
- 5) 1x representative for previously advantaged group
- 6) 2 x Union Representatives
- 7) Human Resources Practitioner (Secretary)

**2. ALAN MANAGEMENT COMMITTEE**

- 1) Councillor L N Kativa

**3. AESTHETICS COMMITTEE**

- 1) Councillor W O Groenewald
- 2) Councillor C-W Goldbeck (Secundi)
- 3) Chief Executive Officer
- 4) Manager: Town Planning
- 5) Ms Karen Miller (Local Architect)
- 6) Mr Michiel Coetzee (Local Architect)
- 7) Ms Sara-Leigh Elango (Community Representative)
- 8) Mr Hilarius Abraham (Community Representative)

**4. CONDITIONS OF EMPLOYMENT COMMITTEE**

- 1) All Management Committee Members
- 2) Chief Executive Officer
- 3) All General Managers
- 4) Manager: Human Capital
- 5) HRP: Training and Development Officer
- 6) 2 x Union Representatives

**5. REGIONAL INDEPENDENCE DAY COMMITTEE REPRESENTATIVES**

- 1) Councillor D Am-Gabeb
- 2) Corporate Officer: Marketing and Communication

**6. MUNICIPAL SPORTS AND RECREATION CLUB COMMITTEE**

- 1) Councillor P N Shimhanda
- 2) Councillor D Am-Gabeb
- 3) Councillor B R Goraseb
- 4) General Manager: Health Services & Solid Waste Management
- 5) Manager: Corporate Services

**7. SPORTS FACILITIES COMMITTEE**

- 1) Councillor D Am-Gabeb
- 2) Councillor P N Shimhanda
- 3) Councillor B R Goraseb
- 4) General Manager: Economic Development Services
- 5) Economic Development Officer: Sports & Recreation

**8. REGIONAL CENTRE OF EXCELLENCE / ENVIRONMENTAL COMMITTEE**

- 1) The Mayor
- 2) Deputy Mayor
- 3) General Manager: Health Services & Solid Waste Management
- 4) HRP: Training and Development Officer
- 5) Environmental Health Practitioner (Mr R Ujaha)

**9. HOSPITALITY ASSOCIATION OF NAMIBIA (HAN)**

- 1) The Mayor
- 2) Deputy Mayor
- 3) Manager: Economic Development Services
- 4) Economic Development Officer

**10. PENSION FUND MANAGEMENT COMMITTEE MEMBERS**

- 1) The Mayor
- 2) Deputy Mayor
- 3) Alternate Chairperson of MC
- 4) 3 Trustees representing the staff members, (of which) 1 Secundi
- 5) General Manager: Health Services & Solid Waste Management (secundi for Employer Representatives)

**11. POLICE PUBLIC RELATIONS COMMITTEE / SEASONS COMMITTEE**

- 1) Mayor
- 2) Deputy Mayor
- 3) Chairperson of Management Committee
- 4) Chief Executive Officer
- 5) Corporate Officer: Marketing and Communication
- 6) Manager: Emergency Unit
- 7) PA to the Mayor: Secretary

**12. RECESS COMMITTEE**

- 1) All Management Committee Members Available
- 2) Chief Executive Officer
- 3) General Managers

**13. DRC PLANNING COMMITTEE**

- 1) All Councillors
- 2) General Manager: Economic Development Services
- 3) Housing Officer
- 4) Manager: Town Planning
- 5) Manager: Health Services & Solid Waste Management
- 6) DRC Sub-Committee

**14. ERONGO RED SHAREHOLDERS COMMITTEE**

- 1) Chairperson of MC
- 2) Alternate Chairperson of MC (Secundi)
- 3) Any other Member of MC (Secundi)
- 4) Chief Executive Officer
- 5) General Manager: Finance (Secundi)



**COUNCIL'S REPRESENTATIVES ON VARIOUS COMMITTEES / BODIES 2021****15. INTERNATIONAL RELATIONS COMMITTEE**

- 1) One Politician from Ruling Party: The Mayor
- 2) One Politician from Opposition : Councillor H H Nghidipaya
- 3) Chief Executive Officer
- 4) General Manager: Health Services
- 5) Deputy Director Education

**16. AWARENESS COMMITTEE: NORTH-SOUTH MUNICIPAL PARTNERSHIP NAMIBIA (ALAN) - SWEDEN (SALIDA): COOPERATION (THREE YEARS APPOINTMENT)**

- 1) The Mayor
- 2) Councillor H H Nghidipaya
- 3) Project Manager: Manager: Engineering Services (to be assigned)
- 4) Project Technicians x 4 (to be assigned). Will co-ordinate venues, network with local operators, infrastructure and development of training materials and related training Capital.

**17. EMPLOYEE HEALTH AND WELLNESS COMMITTEE**

- 1) Deputy Mayor
- 2) Manager: Human Capital
- 3) Wellness Officer
- 4) Health and Safety Officer
- 5) Health and Wellness Peer-Educators Representative
- 6) 2 x Union Representatives

**18. COUNCIL'S AUDIT & RISK COMMITTEE**

- 1) All Members of Management Committee
- 2) Chief Executive Officer
- 3) Designated Representative-Internal Audit: Non-voting capacity
- 4) Executive Assistant: Secretary

**19. DISTRICT PUBLIC HEALTH AND AIDS COMMITTEE**

- 1) The Mayor
- 2) The Deputy Mayor
- 3) Councillor W O Groenewald
- 4) Manager: Health Services & Solid Waste Management

**20. MAYORAL DEVELOPMENT FUND MANAGEMENT COMMITTEE**

- 1) The Mayor (Chairperson)
- 2) Deputy Mayor
- 3) Chairperson of the Management Committee *Secundi*  
Alternate Chairperson of the Management Committee
- 4) Chief Executive Officer *Secundi* General Manager:  
Corporate Services and Human Capital
- 5) General Manager: Finance *Secundi* General Manager:  
Finance
- 6) Executive Assistant to the Chief Executive Officer
- 7) Personal Assistant to the Mayor: Secretary (None Voting Powers)

**21. NAMING OF STREETS, PUBLIC PLACES, TOWNSHIPS AND COUNCIL-OWNED BUILDINGS / FACILITIES ADVISORY COMMITTEE**

Composition deferred to the next Management Committee Meeting:

- 1) The Mayor (Chairperson)
- 2) Manager: Planning
- IPC
- LPM
- SRA
- SWAPO PARTY
- UDF

**22. STEERING COMMITTEE: BRICK MAKING MACHINES**

- 1) Mayor
- 2) General Manager: Economic Development Services
- 3) Manager: Works
- 4) Two (2) Members each from Build Together, Benquella and Shack Dwellers

**23. CONSTITUENCY AIDS COORDINATING COMMITTEE**

- 1) Wellness Officer
- 2) Health and Safety Officer

**24. REGIONAL DEVELOPMENT / CONSTITUENCY DEVELOPMENT COMMITTEE**

- 1) Chief Executive Officer
- 2) GM: Finance
- 3) General: Engineering & Planning Services

**25. SWAKOPMUND TOURISM FORUM**

- 1) Economic Development Officer
- 2) Corporate Officer: Marketing and Communication
- 3) Environmental Health Officer

**ADMINISTRATION COMMITTEES (INTERNAL) 2021**

ANNEXURE "B"

**1. GRIEVANCE COMMITTEE**

- 1) All Managers (3 Managers at a time)
- 2) Industrial Relations Officer

**2. JOB GRADING COMMITTEE**

- 1) All Managers
- 2) HRP: Staff and Benefits
- 3) HRP: Training and Development Officer
- 4) 2 x Union Representatives

**3. JOB GRADING APPEAL COMMITTEE**

- 1) Chief Executive Officer - Chairperson
- 2) All General Managers
- 3) Two (2) Managers who were involved with the grading of the positions (for explanation purposes)
- 4) Manager: Human Capital - Secretary
- 5) 2 x Union Representatives

**4. SALARY NEGOTIATION COMMITTEE**

- 1) Chief Executive Officer
- 2) GM: Corporate Services & Human Capital
- 3) GM: Finance
- 4) Manager: Human Capital
- 5) Industrial Relations Officer

**5. TRAINING FORUM**

- 1) All Managers
- 2) Senior Traffic Officer
- 3) HRP: Training and Development Officer
- 4) 2 x Union Representatives

**6. HOUSING DEVELOPMENT COMMITTEE**

- 1) Manager: Town Planning
- 2) Manager: Economic Development Services
- 3) Manager: Design Office and Building Control
- 4) Manager: Projects

**8. PROCUREMENT COMMITTEE**

- 1) Mr C L Lawrence (Chairperson)
- 2) Mr C McClune (Deputy Chairperson)
- 3) Ms A Swart (Alternate)
- 4) Mr V Kaulinge (Member)
- 5) Mr A Plaatje (Alternate)
- 6) Mr H Inaruseb (Financial Advisor)
- 7) Mr H Kanandjumbo (Ex-officio Member & Secretary)

**9. BID EVALUATION COMMITTEE**

- 1) Mr I Kauffwa
- 2) Ms L Mutenda
- 3) Mr J Heita
- 4) Mr A Straus

- 5) Ms M Palmer
- 6) Mr M Cloete
- 7) Ms R Cloete
- 8) Ms M Bahr
- 9) Mr A Louw
- 10) Ms S Bruwer
- 11) Mr A Kationdomozu
- 12) Mr E Inaruseb
- 13) Mr T Haidiwa
- 14) Ms J K Angolo
- 15) Mr B Oaseb
- 16) Mr A Angabeb
- 17) Ms R Shipunda
- 18) Mr L Nghitaunapo
- 19) Mr K Mwanangombe
- 20) Mr U Tjilrutue
- 21) Mr N Meroro
- 22) Ms G Salyani

**10. MEDICAL TRIBUNAL**

- 1) Medical Practitioner (Appointed by Council)
- 2) Medical Practitioner (of the Employee and or Union)
- 3) Specialist (in the said medical field in question, if required)
- 4) 2 x WUR
- 5) Manager: Human Resources
- 6) Relevant General Manager

**11. RE-EMPLOYMENT AFTER RETIREMENT COMMITTEE**

- 1) Mayor or Deputy Mayor
- 2) All Members of the Management Committee
- 3) Chief Executive Officer
- 4) Relevant General Manager
- 5) Manager: Human Resources

**ADMINISTRATION COMMITTEES (EXTERNAL) 2021****1. NCCI: COUNCIL'S REPRESENTATION**

- 1) Manager: Corporate Services
- 2) Economic Development Officer

**2. DECENTRALIZED BUILD TOGETHER COMMITTEE**

- 1) Chief Executive Officer
- 2) All General Managers
- 3) Mr Ronald Karuxab
- 4) Ms Diana Eises
- 5) Ms Janette Fredericks
- 6) One Community Activist

**3. COALITION ON REDUCTION OF HARMFUL DRINKING EXECUTIVE COMMITTEE**

- 1) Environmental Health Practitioner (Mr A Kationdorozu)
- 2) Senior Traffic Officer (Ms T Xoagub)

**4. ERONGO EDUCATION TASK FORCE**

- 1) Mr B S //Khaibeb

**5. ERONGO REGIONAL GENDER PERMANENT TASK FORCE**

- 1) Ms T Xoagub

**6. HEALTH BOARD OF NAMIBIA; PRELIMINARY INVESTIGATION COMMITTEE**

- 1) General Manager: Health Services & Solid Waste Management

**7. ERONGO REGIONAL ROAD SAFETY FORUM**

- 1) Ms T Xoagus
- 2) Ms S Hansen
- 3) Mr B Khaibeb

**8. SOLAR USERS WORKGROUP**

- 1) General Manager: Finance
- 2) Manager: Finance (Secudi)
- 3) Accountant: Expenditure and Insurance

**9. NATIONAL URBAN LAND POLICY COMMITTEE**

- 1) General Manager: Corporate Services & HC

**10. AERODROME MANAGEMENT COMMITTEE**

- 1) Councillor M Henrichsen
- 2) Councillor E Shitana
- 3) Councillor W O Groenewald

- 4) Chief Executive Officer
- 5) General Manager: Economic Development Services
- 6) General Manager: Engineering and Planning Services
- 7) Retired Pilot

ANNEXURE "C"

11.1.3

**DISPUTE REGARDING ERF 2843 MONDESA**  
(C/M 2021/02/25 - M 6963)

Ordinary Management Committee Meeting of 11 February 2021,  
Addendum 7.4 page 67 refers.

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

1. **Introduction**

This item was discussed at the Management Committee of 15 October 2019 and 10 September 2020 and is now resubmitted following consultation with officials from the Ministry of Urban and Rural Development.

After a dispute of ownership pertaining Erf 2843, Mondesa between Ms Victoria Muneé (mother) and Jesaya Muneé (son), Ms Muneé was awarded the property on Erf 2843 by Council on 29/10/2020 paragraph 11.1.7 (b).

2. **Background**

Ms. Victorine Muneé applied for a house through the NHE / Municipality low cost housing project during 2005 however her application for a loan was unsuccessful because she did not meet the requirements provided by the National Housing Enterprise (NHE). Subsequently Ms. Muneé reached an agreement with her son, Mr Jesaya Muneé in an attempt to keep the property for the family. As the family grew bigger, Mr Jesaya Muneé got married and opted to look into alternative housing for him and his family. Unfortunately, he was made to understand that with erf 2843 Mondesa registered in his name he cannot take part in any other housing programs offered by Council and NHE which are strictly for first-time-home-owners. Unfortunately, the same applied for his wife Mrs Mahoze Stella Muneé (Ref.No. BT 1048) (**Annexure "A"**) who also tried to obtain a house through the NHE or Municipality. This information stirred conflict between the family which prompted the Municipality to seek legal advice in order to guide Council in resolving the matter between mother and son. The matter was therefore submitted to the Management Committee on 14 November 2019 which resolved as follows:"

- (a) That Council take note of the legal advice obtained regarding the transfer of Erf 2843, Mondesa.
- (b) That the contractual agreement between Council and Mr Jesaya Muneé be cancelled and that Erf 2843, Mondesa be sold to Ms Victoria Muneé.
- (c) Contract has been signed with Mrs Muneé.
- (d) That Mr J Muneé be encouraged to participate in sales of Municipal properties.

The above resolution did not sit well with Mr J Munee as such they sought for audience with the Chief Executive Officer to seek for an amicable solution which will also accommodate them. They also sought further advise from our line Ministry in order to direct them in this matter.

### 3. Discussion

Mr and Mrs Munee do not have any property and was denied allocation of property due to the fact that erf 2843 Mondesa was registered in his name. Since Council de-registered the erf to allow fair participation in housing opportunities, however the couple already lost out on opportunities to obtain a house. Mr and Mrs Munee therefore wish to plea with Council to afford them an alternative erf as they already lost various opportunities to obtain an erf/house. Mr. Raphael Muheua (Ref.No. BT 236) (**Annexure "B"**) was allocated erf 6963 Mondesa, under the Build Together Programme however he obtained a house in Kuisebmond on Erf 4577, Walvis Bay through the Mass Housing Development Programme (MHDP).

It therefore means that Erf 6963, Mondesa is still vacant and in order to amicably resolve the endless dispute between Mr Munee and his mother, this erf could be re-allocated to Mr and Mrs Munee.

### 4. Conclusion

Mr and Mrs Munee became homeowners by default and is seeking Council's approval to afford them another opportunity to be re-considered for an erf of their own since the one they had were re-allocated to his mother Ms Victoria Munee.

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

#### RECOMMENDED:

- (a) That the Build Together application of Mr Raphael Muheua be cancelled because he received a house on Erf 4577, Kuisebmond, Walvis Bay under the Mass Housing Development Programme.
  - (b) That the loan and Erf 6963, Mondesa, be allocated to Mr and Mrs J Munee, ID No: 78092910607.
  - (c) That should the deed search prove that Mr and Mrs J Munee is not a first time property owner, all transactions between Council and the beneficiary be cancelled and they be ordered to return the erf to Council.
-

ANNEXURE "A"

1012

MUNICIPALITY OF SWAKOPMUND  
BUILD TOGETHER PROGRAMME  
APPLICATION FOR HOUSING LOAN OPTION

PLEASE NOTE:  
1. A FALSE STATEMENT WILL DISQUALIFY THE APPLICANT  
2. PLEASE PRINT (MARK WITH X WHERE APPLICABLE)  
3. MARRIAGE CERTIFICATE MUST BE CHECKED BY RECEIVER OFFICER.

APPLICATION FOR: .....  
(quote what is needed for: upgrading, etc)

(State the loan option with the number as it appears in the Implementation guideline)

PERSONAL PARTICULARS	APPLICANT	CO-APPLICANT
1. SURNAME	NGUTONWA	
2. NAMES	Stella Mth-Mchosoze Stella	
3. POSTAL ADDRESS	4404 VENTRA	
4. RESIDENTIAL ADDRESS	JUSTUS GASEB STREET	
5. CONTACT DETAILS	0812992927	
6. DATE & PLACE OF BIRTH	1978-09-29	
7. CITIZENSHIP	NAMIBIAN	
8. OCCUPATION	CLEANER	
9. INCOME	1500	

10. DO YOU OWN/RENT A HOUSE? (MARK WITH AN X WHERE APPLICABLE)

GOVERNMENT	SHACK IN BACK YARD	X	DRG	OTHER
MUNICIPAL HOUSE	PRIVATE HOUSE			

11. WHERE IS THE HOUSE SITUATED? Manide SA

12. DO YOU HAVE ANY SAVING? YES / NO (IF YES)  
BANK: ..... ACC. NO. .... TYPE OF SAVING: .....

(SPY ID)  
particip.

13. DO YOU LIVE ALONE? ..... WITH FAMILY? X WITH FRIENDS? .....

14. DO YOU OWN A HOUSE ANY WHERE ELSE IN NAMIBIA? YES / NO  
(IF YES STATE WHERE) .....

15. MARITAL STATUS: SINGLE

16. NO. OF DEPENDENTS:  
UNEMPLOYED ..... SCHOLARS 2 PRE-SCHOOL 1

17. OTHER EARNINGS AND INCOME? (N\$ PER MONTH) .....

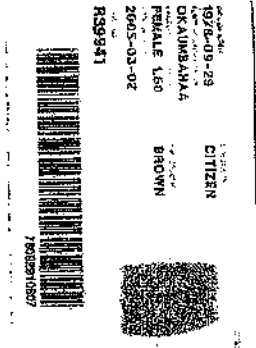
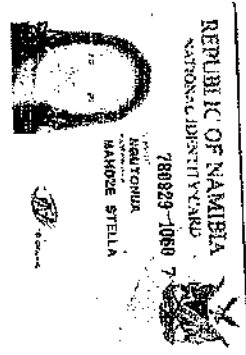
18. STATE HOW YOU INTEND TO BUILD THE HOUSE:  
1. SELF WITH FAMILY HELP  
2 HIRED BUILDER AND FAMILY HELP  
3. HIRED BUILDER

DECLARATION  
1. I/WE Stella H M AGREE TO PAY 3SD IN MONTHLY INSTALLMENT TO THE MUNICIPALITY OF SWAKOPMUND. THE MUNICIPALITY OF SWAKOPMUND RESERVES THE RIGHT TO TAKE LEGAL ACTION IF THE BORROWER FAILS TO HONOUR THIS COMMITMENT.  
2. I/WE HEREBY DECLARE THAT THE INFORMATION GIVE IN THIS APPLICATION IS TRUE AND COLLECT TO THE BEST OF MY/OUR KNOWLEDGE.

APPLICANT [Signature]  
ID NO. 78092910607  
DATE 29/04/2020

CO-APPLICANT ..... DATE .....

ID NO. ....

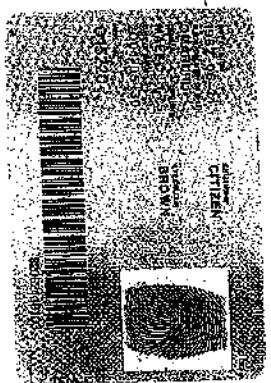


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08163206969



671048

Card: 2074



*[Handwritten signature]*



REPUBLIC OF NAMIBIA  
MINISTRY OF HOME AFFAIRS  
DEPARTMENT OF CIVIC AFFAIRS

B No. 93740

3-1/20052

MARRIAGE CERTIFICATE

SURNAME: <i>Mines</i>		WIFE	
FIRST NAME(S): <i>Tanya's</i>		SPOUSE	
IDENTITY NO.: <i>8206210103</i>		IDENTITY NO.: <i>78092910007</i>	
DATE OF BIRTH: Year <i>1982</i> Month <i>06</i> Day <i>27</i>		DATE OF BIRTH: Year <i>1978</i> Month <i>09</i> Day <i>29</i>	
DATE OF MARRIAGE: Year <i>2010</i> Month <i>09</i> Day <i>04</i>			
MARRIED BY/WITHOUT ANTIUPTIAL CONTRACT: <i>Without</i>			
MARRIAGE SOLICITED AT: <i>Assemblies of God</i>			
PLACE: <i>Okavango</i>		DISTRICT: <i>Lawes</i>	
CERTIFIED A TRUE EXTRACT FROM THE MARRIAGE REGISTER:			
MARRIAGE OFFICER: <i>Carole J. Smith</i> for Ministry of Home Affairs		PLACE: <i>Okavango</i>	
DESIGNATION NUMBER OF MARRIAGE OFFICER: <i>C0678</i>		ADDRESS: <i>Swakopmund</i>	
QUICK STAMPS			

*[Handwritten signatures and stamps]*



ANNEXURE "B"

WALVIS BAY MUNICIPALITY

*Grf 4577 Kuischbox*

<< TAX INVOICE >> VAREFNO: 070503015      BANTSTN: 082272 0A289773  
 PRIVATE BAG 5017, WALVIS BAY      T41264 (0)94 2013111  
 FANCS4 (0)94 208668

MRS R & V MURIEL/KUSURUA      brock&baaccount08089044426  
 P O Box 5647,      Ward: ER12004/7001/090957/00000/000  
 Institution260

0000 WALVIS BAY      28 OMLUGUJI COMBASSHE STREET September Account P. 1  
 KUSEBMOND

ValuationDate: 30/09/2019      Improvement: 866000      Account Date: 2019/10/15  
 346 m²

Date Reference Description      Date/Tarif Copied      Current  
 <<Reading period>>      Reading/New=>Old      Usage

10 RATES	Brought forward	0.00	431.33	
19/10/04 90074906 Credit Card payment - thank			-431.33	
19/10/16 Property Tax September		67.35		
19/10/16 Improvement Tax September		363.98		
	Carried forward	0.00	431.33	

30 WATER RESIDENTIAL	Brought forward	0.00	402.58	
19/10/04 90074906 Credit Card payment - thank			-402.58	
19/08/09 19/09/11 Water/2394		33.495	W070 20	386.05
NR02788 Readings	2394 =>	2374		
W070 Unit charge	15 @ 16.6900=	249.45		
W070 Unit charge	5 @ 27.3200=	136.60		
19/10/15 Water Basic September		16.63		

MUNICIPALITY OF SWAKOPMUND  
 BUILD TOGETHER PROGRAMME  
 APPLICATION FOR HOUSING LOAN OPTION

*230*

PLEASE NOTE  
 A FALSE STATEMENT WILL DISQUALIFY THE APPLICANT  
 PLEASE PRINT NAMES WITH AN X WHERE APPLICABLE  
 MARITAL CERTIFICATE MUST BE CHECKED BY RECEIVING OFFICER

APPLICATION FOR:

(circle what loan is needed for upgrading etc.)

(Strike the box option with the number as it appears in the implementation guidelines)

PERSONAL PARTICULARS	APPLICANT	CO-APPLICANT
1. SURNAME	MURIEL	
2. FIRST NAMES	RUBEN	
3. NUMBER ID NO.	73 027 100 03	
4. POSTAL ADDRESS	PO BOX 5647 SWAKOPMUND	
5. RESIDENTIAL ADDRESS	TRY JAKKOB	
6. DATE OF BIRTH	15 01 81	
7. CITIZENSHIP	Namibian	
8. ADDRESS OF RESIDENCE AT SWK	271 VERGAS	
9. OCCUPATION	SAFTKUNDE	
10. INCOME	800 00	RENTING
11. DO YOU OWN A HOUSE ?	NO	

(circle with an X the correct option)

GOVERNMENT	SHACK IN BACK YARD	SHACK
MUNICIPAL	PRIVATE HOUSE	OTHER

12. WHERE IS THE HOUSE SITUATED ?  
*784 Theilow Huilbergs STR*

13. DO YOU HAVE ANY SAVINGS ? YES/NO If yes, what is your account number?  
 YES      ACC. NO. 63082070394      FNB

14. DO YOU LIVE ALONE ?  
 LIVE WITH FAMILY ?  
 LIVE WITH FRIENDS ?  
 LIVE ALONE

15. DO YOU OWN A HOUSE ANYWHERE ELSE IN NAMIBIA ? YES/NO (If yes, state where)  
 NO

16. MARITAL STATUS  
 SINGLE

17 No. OF DEPENDENTS:

OLD AGE  
UNEMPLOYED  
SCHOLARS  
PRE-SCHOOL

18 TOTAL INCOME FOR THE HOUSEHOLD (R\$ per month)  
*M 800.00 PER MONTH*

19 OTHER EARNING AN INCOME ? (spouse, children, etc.)

20 ATTACH BUILDING PLANS AND SITE LAYOUT ON THE LINED PAPER WITH THE ESTIMATED COST OF WORK TO BE DONE.

21 STATE HOW YOU INTEND BUILDING THE HOUSE  
 a) BY START WITH FINANCING  
 b) I had builder and bank help  
 c) I had builder and bank help

*Wife, Sister and Family help*

DECLARATION

I, *M. M. M.* hereby declare that the information given in this application is true and correct to the best of my own knowledge.

APPLICANT  
*M. M. M.*  
 DATE *04/03/2021*

CO-A-PPLICANT  
 (for financial purposes)  
 ID NUMBER \_\_\_\_\_ DATE \_\_\_\_\_



11.1.4

**FEEDBACK: ACTION PLAN APPROVED FOR THE ALLOCATION OF LAND TO DEVELOPERS**

(C/M 2021/02/25 - 14/2/1/2)

Ordinary Management Committee Meeting of 11 February 2021, Addendum 7.5 page 74 refers.

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

1. **Introduction**

The purpose of this submission is to inform Council of the progress with regard to the allocation of various townships to private developers.

A submission was tabled to the Management Committee of **10 September 2020** under item 7.5 regarding the conditional approval which was granted on **01 September 2020** by the Office of the Attorney-General in respect of the action plan which was approved by Council on **31 May 2018** under item 11.1.25.

The approval by the Office of the Attorney-General was subject to the following:

- Approval being obtained from the Ministry of Urban and Rural Development (hereinafter referred to as "MURD");
- That Council may only enter into joint venture agreements with companies or trusts; and
- That valuations be obtained for the various unserved portions of land.
- The stipulation of the percentage of the land to be transferred to the developers.

Delays were experienced with the obtaining approval from the Office of the Attorney-General and MURD in order to proceed with the various projects.

**Attachments:**

<b>Annexure "A"</b>	:	Approval granted by MURD dated 17 December 2020
<b>Annexure "B"</b>	:	Item 11.1.25 of Council's Meeting held on 31 May 2018 (the basis of the Action Plan)
<b>Annexure "C"</b>	:	Letter from Matsi Investment CC
<b>Annexure "D"</b>	:	A map indicating the various townships
<b>Annexure "E"</b>	:	Standard Joint Venture Agreement

2. **Current Situation**

In compliance with the requirements by the Office of the Attorney-General, a letter was addressed to MURD. Approval was subsequently granted by MURD on **17 December 2020** to proceed with the project (attached as **Annexure "A"**).

As both approvals by the Office of the Attorney-General and MURD require that joint venture agreements only be entered into with either companies or trusts, the various developers are in the process of converting their close corporations to the said entities.

In the meantime, joint venture agreements were signed with the following private developers:

1	<i>Tapeya Investment Holding (Pty) Ltd</i>	<i>Extension 3</i>
2	<i>Ghetto Assistance Centre (Pty) Ltd</i>	<i>Extension 4</i>
3	<i>Gheron Building Construction (Pty) Ltd</i>	<i>Extension 38</i>
4	<i>Quintessential Trading and Consultancy (Pty) Ltd</i>	<i>Matutura Proper</i>

A meeting to co-ordinate the development of the various extensions will be scheduled in due course. The developers for the 8 areas are listed below:

<b>Extension</b>	<b>Developer</b>
<i>Extension 3, Mat</i>	<i>Tapeya Investment Holding (Pty) Ltd</i>
<i>Extension 4, Mat</i>	<i>Ghetto Assistance Centre (Pty) Ltd</i>
<i>Extension 5, Mat</i>	<i>Riving Trading Enterprise CC</i>
<i>Extension 13, Mat</i>	<i>Matsi Investments CC</i>
<i>Matutura Proper</i>	<i>Quintessential Trading &amp; Consultancy (Pty) Ltd</i>
<i>Extension 24, Swk</i>	<i>Lelwapa Property Developers CC (Immanuel Shikongo and Wendelinus)</i>
<i>Extension 25, Swk</i>	<i>Lherix Investments CC and Momporisa Trading Enterprises CC</i>
<i>Extension 38, Swk</i>	<i>Gheron Building Construction (Pty) Ltd</i>

The following 3 developers were requested to submit progress on the conversion of their entities by 29 January 2021:

<b>Extension</b>	<b>Developer</b>
<i>Extension 5, Mat</i>	<i>Riving Trading Enterprise CC</i>
<i>Extension 24, Swk</i>	<i>Lelwapa Property Developers CC (Immanuel Shikongo and Wendelinus)</i>
<i>Extension 25, Swk</i>	<i>Lherix Investments CC and Momporisa Trading Enterprises CC</i>

Matsi Investment CC submitted the attached letter dated 19 November 2020 (**Annexure "C"**) regarding the entity being a close corporation and that they do not wish to change the close corporation to a company. Council replied (attached to **Annexure "C"**) dated 13 January 2021 that this requirement is set by both the Attorney-General and the Ministry of Urban & Rural Development.

### 3. **Brief Background**

On **30 May 2018** under item 11.1.25 Council approved an action plan for the development of various townships by private developers. The Council decision is attached for ease of reference as **Annexure "B"**.

The northern townships are allocated for development to either private developers or the National Mass Housing Projects, as follows:

① **Private Developers** who must install services whereafter Council will receive a number of serviced erven.

⌘ **Townships Allocated to Private Developers** (Council's resolution of 31 May 2018 under item 11.1.25):

*Extensions 3, 4, 5, 13, Matutura; Matutura Proper; Extensions 24, 25 and 38, Swakopmund.*

② **National Mass Housing Project** which erven are serviced with Government funds. Once the location and zoning of the erven zoned other than "single

residential" are identified, closed bid sales will be arranged as resolved by Council on **30 August 2019** under item 11.1.5. In this respect feedback is awaited from the Engineering & Planning Services Department (memorandum dated 25 September 2020) where after a submission will be tabled to Council.

↳ National Mass Housing Project Townships

Extensions 6, 7, 8, 9, 10, 11 and 12, Matutura; and Extensions 27, 28, 29, 30, 31 and 37, Swakopmund.

Only Extension 13, Mondesa is available for development by Council. The last Council resolution with reference to Extension 13, Mondesa was passed on **30 July 2020** under item 11.1.4.

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

**RECOMMENDED:**

- (a) That Council takes note of the progress made with regard to the execution of the Action Plan approved by Council on **31 May 2018** under item 11.1.25.
- (b) That Council takes note that approval granted by both the Office of the Attorney-General dated 25 August 2020 and subsequently by the Ministry of Urban and Rural Development dated 17 December 2020 stipulates that Council may only enter into joint venture agreements with companies or trusts in terms of Regulation 2 of the Joint Business Venture Regulations, 2001 (GG 2492 of 2001) made in terms of Section 94 of the Local Authorities Act 23 of 1992.
- (c) That Council's resolution passed on 31 May 2018, item 11.1.25 be amended to read that the business entities be converted into trusts or companies for the purpose of entering into joint business ventures and that the following entities replace those allocated land on 31 May 2018:

	<i>Conversion to a Company</i>	<i>Original Allocation</i>	<i>Township</i>
1	<i>Tapeya Investment Holding (Pty) Ltd</i>	<i>Tapeya Investments</i>	<i>Extension 3</i>
2	<i>Ghetto Assistance Centre (Pty) Ltd</i>	<i>Ghetto Assistance CC</i>	<i>Extension 4</i>
3	<i>Gheron Building Construction (Pty) Ltd</i>	<i>Gheron Building Construction CC and Too Extreme Developers (Pty) Ltd</i>	<i>Extension 38</i>
4	<i>Quintessential Trading and Consultancy (Pty) Ltd</i>	<i>Theofelus Uvanga and Quintessential Trading &amp; Consultancy CC</i>	<i>Matutura Proper</i>

- (d) That Council instructs Messrs Matsi Investment CC to comply with the directive of the Attorney-General and the Ministry of Urban & Rural Development within 21 days and if they refuse, the transaction be cancelled.
- (e) That in future developers be screened to determine their financial capabilities to perform and any other matter Council deemed necessary.



Republic of Namibia

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## Ministry of Urban and Rural Development

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Enquiries: F. Andreas  
Tel: (+264+61) 297-5138  
Fax: (+264+61) 297-5096

Government Office Park  
Luther Street

Private Bag 13289  
Windhoek, Namibia

Our Ref.: 14/17/3/S2  
Your Ref.

17 DEC 2020

Mr. Alfeus Benjamin  
Chief Executive Officer  
Swakopmund Municipality  
P.O. Box 53  
Swakopmund

Dear Mr. Benjamin,

**SUBJECT: SCRUTINY OF A JOINT VENTURE AGREEMENT BETWEEN EIGHT (8) DEVELOPERS AND SWAKOPMUND MUNICIPALITY FOR THE DEVELOPMENT OF SERVICES INFRASTRUCTURE FOR MATUTURA PROPER AND THE CONSTRUCTION OF MIDDLE INCOME HOUSING**

The above matter bears reference.

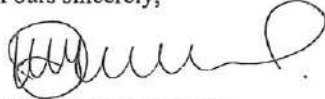
Approval is granted in terms of Section 30 (1)(z)(aa) of the Local Authorities Act, 1992 (Act No. 23 of 1992) as amended, and in terms of Regulation 2 of the Joint Business Venture Regulations, 2001 (GG 2492 of 2001) made in terms of Section 94 of the Local Authorities Act, 1992 (Act No. 23 of 1992) as amended, to Swakopmund Municipal Council to enter into a PPP/Joint Venture agreement with eight (8) developers namely:

1. Tapeye Investments (Extension 3, Matutura),
2. Ghetto Assistance cc (Extension 4, Matutura),
3. Riving Trading Enterprise cc (Extension 5, Matutura),
4. Matsi Investment cc (Extension 13, Matutura),
5. Teofelus Uvanga and Quintessential Trading & Consultancy cc (Matutura Proper),
6. Immanuel Shikongo and Wendelinus (Extension 24, Swakopmund),
7. Lhinx Investment cc and Momphorisa Trading Enterprises cc (Extension 25, Swakopmund),
8. Gheron Building Contractors cc and Too Extreme Development (Pty) Ltd. (Extension 38, Swakopmund).

The purpose of the agreement is to ensure planning, design and construction of infrastructure works and services within specific areas of the Swakopmund Municipality, subject to the Council Resolution and Ministerial conditions imposed as follows:

- a) The Municipality of Swakopmund to enter into this joint venture without compromising their legal standing in terms of mandate, powers and duties. The Municipality of Swakopmund is expected to ensure that the envisaged project will be cost effective to be able to address the issue of housing shortage;
- b) The entities involved be converted to companies or trust to enable them to enter into a joint business venture agreement with the Council as per Regulation 2 (1) of the Local Authorities Act, 1992 (Act No.23 of 1992).

Yours sincerely,



NGHIDINUA DANIEL  
EXECUTIVE DIRECTOR



**ANNEXURE "B"**

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- Rezoning of Erf 172, Swakopmund, from "Single Residential" with density of 1:900 to "General Business" with a bulk of 2.0. (Council Resolution 27-03-2014)
- Rezoning of Portion A of Erf 2226, Swakopmund, from "Public Open Space" to "General Residential 2" with a density of 1:250. (Council Resolution 25-01-2018)

- (b) That Van der Westhuizen be authorized to submit the Amendment Scheme No. 66 to the Ministry of Urban and Rural Development for approval by the Honourable Minister.

11.1.25 **LAND AND HOUSING ACTION PLAN**  
(C/M 2018/05/31 - H 5, H 5/5)

**RESOLVED:**

- (a) That Council remains with its of 30 November 2017 under item 11.1.22.
- (b) That it be noted that the Action Plan for the development of Council's unserviced land will focus on the following extensions:
- Extension 3
  - Extension 4
  - Extension 5
  - Extension 24
  - Extension 25
  - Extension 38, and
  - Proper
- (c) That the following be approved:

1.1.1. Extension 3 **Tapeye Investments**

1.1.1.1. Erven and Layout

- The extension 3 consists of a mixture of single residential, General Residential, Business, Institutional, Local Authority, Public Open Space erven.
- This extension is targeted for Medium Income level.
- The compilation of erven available is illustrated in the Table below.

Zoning	Total Number of Erven
Single Residential	271
General Residential 2	1
Local Business	9
General Business	3
Public Open Space	4
Institutional	1
Local Authority	1

1.1.1.2. Distribution of Erven

- Council remains the owner of the property during the development of the extension and the developer will not be allowed to transfer the land in their name. The transfer of land ownership will be done at the end of the whole project to the beneficiary.
- The developer will return a portion of the serviced land as well as the entire infrastructure back to the Swakopmund Council
- The distribution of return land will be at a minimum of 33.33% of the Single residential erven for Council, but Council to receive the full return on the institutional, Local Authority, Public Open Space, Private Open Space and Undetermined erven.



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- The Business and General Residential erven will be returned on a portion base as stipulated in the table below.

Zoning	Total Number of Erven	Erven Sharing Ratio	
		Developer	Council
Single Residential	271	180	91
General Residential 2	1	1	0
Local Business	9	5	4
General Business	3	2	1
Public Open Space	4	0	4
Institutional	1	0	1
Local Authority	1	0	1

#### 1.1.1.3. Cost Distribution

- In order to keep the cost of the project as low as possible and to ensure that targeted consumers of Swakopmund are reached by this project, the developer will not pay for the land and will not be charged a premium for the land.
- The developer will use own funds or funds from financial institutions to develop the extension, but Council will not contribute financially to the construction and installation of services and houses on this extension.

#### 1.1.1.4. Specification of Services

- The area will be fully serviced with interlock surfaced roads/streets with kerb stone defining the gravel sidewalks, water, sewer and electrical infrastructure up to the erf boundary.
- The specifications for the services will be supplied and construction monitored by the Engineering Services Department of the Swakopmund Council

#### 1.1.1.5. Specification of Houses

- The Houses to be constructed shall consist of two to three bedroom houses with garages (optional), but structures to the value of not less than N\$500 000.00 but not more than N\$800 000.00. This excludes the cost of the land.
- The specifications for the houses will be supplied and construction monitored by the Engineering Services Department of the Swakopmund Council

#### 1.1.2. Extension 4 (Ghetto Assistance CC)

##### 1.1.2.1. Erven and Layout

- This extension consists of a mixture of single residential, Business, Institutional, Local Authority, Public Open Space erven.
- This extension is targeted for Medium income level.
- The compilation of erven is illustrated in the Table below.

Zoning	Total Number of Erven
Single Residential	31
Local Business	18
General Business	8
Public Open Space	1
Institutional	1
Local Authority	3

##### 1.1.2.2. Distribution of Erven

- Council remains the owner of the property during the development of the extension and the developer will not be allowed to transfer the land in their name. The transfer of land ownership will be done at the end of the whole project to the beneficiary.

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- The developer will return a portion of the serviced land as well as the entire infrastructure back to the Swakopmund Council
- Due to the ratio of the erven in this extension, the distribution of return land will only be affected to the business erven and the developer to maintain with full number of single residential erven.
- The Council to receive the full return on the institutional, Local Authority, Public Open Space, Private Open Space and Undetermined erven.
- The Business erven will be returned on a portion base as stipulated in the table below.

Zoning	Total Number of Erven	Erven Sharing Ratio	
		Developer	Council
Single Residential	31	31	0
Local Business	18	10	8
General Business	8	5	3
Public Open Space	1	0	1
Institutional	1	0	1
Local Authority	3	0	3

#### 1.1.2.3. Cost Distribution

- In order to keep the cost of the project as low as possible and to ensure that targeted consumers of Swakopmund are reached by this project, the developer will not pay for the land and will not be charged a premium for the land.
- The developer will use own funds or funds from financial institutions to develop the extension, but Council will not contribute financially to the construction and installation of services and houses on this extension.

#### 1.1.2.4. Specification of Services

- The area will be fully serviced with interlock surfaced roads/streets with kerb stone defining the gravel sidewalks, water, sewer and electrical infrastructure up to the erf boundary.
- The specifications for the services will be supplied and construction monitored by the Engineering Services Department of the Swakopmund Council

#### 1.1.2.5. Specification of Houses

- The Houses to be constructed shall consist of two to three bedroom houses with garages (optional), but structures to the value of not less than N\$500 000.00 but not more than N\$800 000.00. This excludes the cost of the land.
- The specifications for the houses will be supplied and construction monitored by the Engineering Services Department of the Swakopmund Council

#### 1.1.2.6. Extension 5 **Riving Trading Enterprise CC)**

#### 1.1.2.7. Erven and Layout

- This extension consists of a mixture of general residential, Business, Local Authority, Public Open Space erven.
- This extension is targeted for Medium income level.
- The compilation of erven is illustrated in the Table below.

Zoning	Total Number of Erven
Single Residential	0
General Residential 1	5
General Residential 2	6
Local Business	6

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General Business	3
Public Open Space	1
Institutional	0
Local Authority	1
Undetermined	0
Private Open Space	0

#### 1.1.2.8. Distribution of Erven

- Council remains the owner of the property during the development of the extension and the developer will not be allowed to transfer the land in their name. The transfer of land ownership will be done at the end of the whole project to the beneficiary.
- The developer will return a portion of the serviced land as well as the entire infrastructure back to the Swakopmund Council
- Due to the ratio of the erven in this extension, the distribution of return land will only be affected to the business and general residential erven.
- The Council to receive the full return on the institutional, Local Authority, Public Open Space, Private Open Space and Undetermined erven.
- The Business and General Residential erven will be returned on a portion base as stipulated in the table below.

Zoning	Total Number of Erven	Erven Sharing Ratio	
		Developer	Council
Single Residential	0	0	0
General Residential 1	5	4	1
General Residential 2	6	5	1
Local Business	6	6	1
General Business	3	3	1
Public Open Space	1	0	1
Institutional	0	0	0
Local Authority	1	0	1
Undetermined	0	0	0
Private Open Space	0	0	0

#### 1.1.2.9. Cost Distribution

- In order to keep the cost of the project as low as possible and to ensure that targeted consumers of Swakopmund are reached by this project, the developer will not pay for the land and will not be charged a premium for the land.
- The developer will use own funds or funds from financial institutions to develop the extension, but Council will not contribute financially to the construction and installation of services and houses on this extension.

#### 1.1.2.10. Specification of Services

- The area will be fully serviced with interlock surfaced roads/streets with kerb stone defining the gravel sidewalks, water, sewer and electrical infrastructure up to the erf boundary.
- The specifications for the services will be supplied and construction monitored by the Engineering Services Department of the Swakopmund Council

#### 1.1.2.11. Specification of Houses

- The Houses to be constructed shall consist of two to three bedroom houses with garages (optional), but structures to the value of not less than N\$500 000.00 but not more than N\$800 000.00. This excludes the cost of the land.

*PNOW* *Qeq*

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- The specifications for the houses will be supplied and construction monitored by the Engineering Services Department of the Swakopmund Council

### 1.1.3. Extension 24 Immanuel Shikongo and Wendelinus

#### 1.1.3.1. Erven and Layout

- This extension consists of a mixture of general residential, Business, Local Authority, Public Open Space erven.
- This extension is targeted for Low income Level.
- The compilation of erven is illustrated in the Table below.

Zoning	Total Number of Erven
Single Residential	240
General Residential 1	0
General Residential 2	0
Local Business	0
General Business	0
Public Open Space	4
Institutional	2
Local Authority	0
Undetermined	0
Private Open Space	0

#### 1.1.3.2. Distribution of Erven

- Council remains the owner of the property during the development of the extension and the developer will not be allowed to transfer the land in their name. The transfer of land ownership will be done at the end of the whole project to the beneficiary.  
The developer will return a portion of the serviced land as well as the entire infrastructure back to the Swakopmund Council.
- The distribution of return land will be at a minimum of 40% of the Single residential erven for Council, but Council to receive the full return on the institutional, Local Authority, Public Open Space, Private Open Space and Undetermined erven.
- The Business and General Residential erven will be returned on a portion base as stipulated in the table below.

Zoning	Total Number of Erven	Erven Sharing Ratio	
		Developer	Council
Single Residential	240	144	96
General Residential 1	0	0	0
General Residential 2	0	0	0
Local Business	0	0	0
General Business	0	0	0
Public Open Space	4	0	4
Institutional	2	0	2
Local Authority	0	0	0
Undetermined	0	0	0
Private Open Space	0	0	0

#### 1.1.3.3. Cost Distribution

- In order to keep the cost of the project as low as possible and to ensure that targeted consumers of Swakopmund are reached by this

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project, the developer will not pay for the land and will not be charged a premium for the land.

- The developer will use own funds or funds from financial institutions to develop the extension, but Council will not contribute financially to the construction and installation of services and houses on this extension.

#### 1.1.3.4. Specification of Services

- The area will be fully serviced with gravel roads/streets with kerb stone only defining the intersections with bladed gravel sidewalks, water, sewer and electrical infrastructure up to the erf boundary.
- The specifications for the services will be supplied and construction monitored by the Engineering Services Department of the Swakopmund Council

#### 1.1.3.5. Specification of Houses

- The Houses to be constructed shall consist of one (1) to two (2) to three bedroom houses, but structures to the value of not less than N\$150 000.00 but not more than N\$250 000.00. This excludes the cost of the land.
- The specifications for the houses will be supplied and construction monitored by the Engineering Services Department of the Swakopmund Council

### 1.1.4. Extension 25 (Lherix Investments CC And Momporisa Trading Enterprises CC)

#### 1.1.4.1. Erven and Layout

- This extension consists of a mixture of general residential, Business, Local Authority, Public Open Space erven.

Zoning	Total Number of Erven
Single Residential	288
General Residential 1	0
General Residential 2	3
Local Business	0
General Business	14
Public Open Space	3
Institutional	5
Local Authority	4
Undetermined	1
Private Open Space	0

- This extension is targeted for Low Income Level.
- The compilation of erven is illustrated in the Table below.

#### 1.1.4.2. Distribution of Erven

- Council remains the owner of the property during the development of the extension and the developer will not be allowed to transfer the land in their name. The transfer of land ownership will be done at the end of the whole project to the beneficiary.
- The developer will return a portion of the serviced land as well as the entire infrastructure back to the Swakopmund Council.
- The distribution of return land will be at a minimum of 40% of the Single residential erven for Council, but Council to receive the full return on the institutional, Local Authority, Public Open Space, Private Open Space and Undetermined erven.
- The Business and General Residential erven will be returned on a portion base as stipulated in the table below.

Zoning	Total Number of Erven	Erven Sharing Ratio	
		Developer	Council
Single Residential	288	173	115

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*Handwritten signatures and initials*

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General Residential 1	0	0	0
General Residential 2	3	0	0
Local Business	0	0	0
General Business	14	8	6
Public Open Space	3	0	3
Institutional	5	0	5
Local Authority	4	0	4
Undetermined	1	0	1
Private Open Space	0	0	0

#### 1.1.4.3. Cost Distribution

- In order to keep the cost of the project as low as possible and to ensure that targeted consumers of Swakopmund are reached by this project, the developer will not pay for the land and will not be charged a premium for the land.
- The developer will use own funds or funds from financial institutions to develop the extension, but Council will not contribute financially to the construction and installation of services and houses on this extension.

#### 1.1.4.4. Specification of Services

- The area will be fully serviced with gravel roads/streets with kerb stone only defining the intersections with bladed gravel sidewalks, water, sewer and electrical infrastructure up to the erf boundary.
- The specifications for the services will be supplied and construction monitored by the Engineering Services Department of the Swakopmund Council

#### 1.1.4.5. Specification of Houses

- The Houses to be constructed shall consist of one (1) to two (2) to three bedroom houses, but structures to the value of not less than N\$150 000.00 but not more than N\$250 000.00. This excludes the cost of the land.
- The specifications for the houses will be supplied and construction monitored by the Engineering Services Department of the Swakopmund Council

#### 1.1.5. Extension 38 Gheron Building Contraction CC and Too Extreme Developers (Pty) Lt1d)

##### 1.1.5.1. Erven and Layout

- This extension consists of a mixture of general residential, Business, Local Authority, Public Open Space erven.
- This extension is targeted for Medium income Level.
- The compilation of erven is illustrated in the Table below.

Zoning	Total Number of Erven
Single Residential	198
General Residential 1	2
General Residential 2	0
Local Business	0
General Business	0
Public Open Space	4
Institutional	0
Local Authority	1
Undetermined	0
Private Open Space	0

##### 1.1.5.2. Distribution of Erven

- Council remains the owner of the property during the development of the extension and the developer will not be allowed to transfer the land in their name. The transfer of land ownership will be done at the end of the whole project to the beneficiary.

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- The developer will return a portion of the serviced land as well as the entire infrastructure back to the Swakopmund Council.
- The distribution of return land will be at a minimum of 33.33% of the Single residential erven for Council, but Council to receive the full return on the institutional, Local Authority, Public Open Space, Private Open Space and Undetermined erven.
- The Business and General Residential erven will be returned on a portion base as stipulated in the table below.

Zoning	Total Number of Erven	Erven Sharing Ratio	
		Developer	Council
Single Residential	198	132	66
General Residential 1	2	2	0
General Residential 2	0	0	0
Local Business	0	0	0
General Business	0	0	0
Public Open Space	4	0	4
Institutional	0	0	0
Local Authority	1	0	1
Undetermined	0	0	0
Private Open Space	0	0	0

#### 1.1.5.3. Cost Distribution

- In order to keep the cost of the project as low as possible and to ensure that targeted consumers of Swakopmund are reached by this project, the developer will not pay for the land and will not be charged a premium for the land.
- The developer will use own funds or funds from financial institutions to develop the extension, but Council will not contribute financially to the construction and installation of services and houses on this extension.

#### 1.1.5.4. Specification of Services

- The area will be fully serviced with gravel roads/streets with kerb stone only defining the intersections with bladed gravel sidewalks, water, sewer and electrical infrastructure up to the erf boundary.
- The specifications for the services will be supplied and construction monitored by the Engineering Services Department of the Swakopmund Council

#### 1.1.5.5. Specification of Houses

- The Houses to be constructed shall consist of one (1) to two (2) to three bedroom houses, but structures to the value of not less than N\$500 000.00 but not more than N\$800 000.00. This excludes the cost of the land.
- The specifications for the houses will be supplied and construction monitored by the Engineering Services Department of the Swakopmund Council

Proper (Teofelus Uvanga and Quintessential Trading & Consultancy CC)

#### 1.1.5.6. Erven and Layout

- This extension consists of a mixture of single residential, general residential, Business, Local Authority, Public Open Space erven.
- This extension is targeted for Medium income Level.
- The compilation of erven is illustrated in the Table below.

Zoning	Total Number of Erven
Single Residential	214
General Residential 1	0
General Residential 2	4
Local Business	9
General Business	2

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Public Open Space	3
Institutional	1
Local Authority	0
Undetermined	0
Private Open Space	0

#### 1.1.5.7. Distribution of Erven

- Council remains the owner of the property during the development of the extension and the developer will not be allowed to transfer the land in their name. The transfer of land ownership will be done at the end of the whole project to the beneficiary.
- The developer will return a portion of the serviced land as well as the entire infrastructure back to the Swakopmund Council.
- The distribution of return land will be at a minimum of 33.33% of the Single residential erven for Council, but Council to receive the full return on the Institutional, Local Authority, Public Open Space, Private Open Space and Undetermined erven.
- The Business and General Residential erven will be returned on a portion base as stipulated in the table below.

Zoning	Total Number of Erven	Erven Sharing Ratio	
		Developer	Council
Single Residential	214	143	71
General Residential 1	0	0	0
General Residential 2	4	2	2
Local Business	9	5	4
General Business	2	1	1
Public Open Space	3	0	3
Institutional	1	0	1
Local Authority	0	0	0
Undetermined	0	0	0
Private Open Space	0	0	0

#### 1.1.5.8. Cost Distribution

- In order to keep the cost of the project as low as possible and to ensure that targeted consumers of Swakopmund are reached by this project, the developer will not pay for the land and will not be charged a premium for the land.
- The developer will use own funds or funds from financial institutions to develop the extension, but Council will not contribute financially to the construction and installation of services and houses on this extension.

#### 1.1.5.9. Specification of Services and Houses

- The area will be fully serviced with gravel roads/streets with kerb stone only defining the intersections with bladed gravel sidewalks, water, sewer and electrical infrastructure up to the erf boundary.
- The specifications for the services will be supplied and construction monitored by the Engineering Services Department of the Swakopmund Council

#### 1.1.5.10. Specification of Services and Houses

- The Houses to be constructed shall consist of one (1) to two (2) to three bedroom houses, but structures to the value of not less than N\$500 000.00 but not more than N\$800 000.00. This excludes the cost of the land.
- The specifications for the houses will be supplied and construction monitored by the Engineering Services Department of the Swakopmund Council



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**3.2.8 Serviced Land**

The Honourable Minister directed that 40 Erven should be allocated to each contract. Attached is a list of contractor for selection.

**3.2.9 Power Oyeno**

The Council resolution of 31 May 2017 under item 11.1.24. is on file.

- (d) That it be recorded that 1 986 serviced erven are available in the Matutura Area.
- (e) That consideration be given to allocate 40 erven to each local / Swakopmund based developer and that the surplus be equitably distributed to the remaining developers from outside Swakopmund taking their date of application into account.
- (f) That Developers be required to construct 2 (two) show houses to the satisfaction of Council before consideration is given for further allocation.
- (g) That Extension 36 on the layout map be amended to read Extension 38 and that the Council Resolution of 30 November 2017 under item 11.1.22 be amended accordingly.

11.1.26 **CAPITAL AND OPERATIONAL BUDGET FOR 2018 / 2019 FINANCIAL YEAR**

(C/M 2018/05/31 - D 2/1)

**RESOLVED:**

- (a) That the Capital budget amounting to N\$141 687 000.00 be approved.
- (b) That the Operational budget reflecting a surplus of N\$153 210.00 be approved.
- (c) That the service related tariffs be increased as indicated below:
  - (1) Rates and Taxes - 8%
  - (2) Refuse removal - 8%
  - (3) Sewerage - 8%
  - (4) Basic water - subject to Messrs NamWater annual increases.
  - (5) Staggered tariffs:
    - 9m<sup>3</sup> - 30m<sup>3</sup> - 5.5%
    - 31m<sup>3</sup> - 60m<sup>3</sup> - 6.5%
    - 61m<sup>3</sup> and above - 7.5%
  - (6) Special tariff (Agricultural) - Smallholdings
    - 9m<sup>3</sup> - 30m<sup>3</sup> - 5.5%
    - 31m<sup>3</sup> - 60m<sup>3</sup> - 6.5%
    - 61m<sup>3</sup> and above - 7.5%

*PNDW* *Ref*  
Ordinary Council Meeting: 31 May 2018

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11.1.34 REQUEST FOR EXTENSION TO PERFORM: ERF 4873 (INDUSTRIAL AREA)

(C/M 2018/11/22 - E 4873)

RESOLVED:

- (a) That Messrs Magnetize Investment CC be granted an extension of time to secure the purchase price for Erf 4873, Swakopmund, until 28 February 2019.
- (b) That Messrs Magnetize Investments CC be informed that the purchase price for the property is N\$1 780 421.50 and interest calculated from 02 July 2018 until 28 February 2019 amounts to N\$126 373.34 (15% VAT excluded).
- (c) That Messrs Magnetize Investment CC be informed that the purchase price must be secured by 28 February 2019 as no further extensions will be granted.

11.1.35 APPLICATION BY MESSRS MATSI INVESTMENT CC TO PURCHASE BLOCK 26, EXTENSION 13, MATUTURA, SWAKOPMUND

(C/M 2018/11/22 - H 5)

RESOLVED:

- (a) That Extension 13, Matutura, Swakopmund be allocated to Messrs Matsi Investment CC in terms of the Public Private Partnership *principle*.
- (b) That Messrs Matsi Investment CC services the entire Extension 13, Matutura, Swakopmund and only be allocated 48 "Single Residential" to construct houses after the servicing is completed.

11.1.36 REQUEST TO TRANSFER FUNDS: UPGRADING OF ABLUTION FACILITIES AT TAMARISKIA AND MONDESA SPORTS FIELDS

(C/M 2018/11/22 - H 2/5, I 1/12)

RESOLVED:

That permission be granted to the General Manager: Finance to transfer an amount of N\$650 000.00 from Vote 104531520800 (Upgrading Sport field Lights) to Vote 104531520700 (Upgrading of ablution facilities at Tamariskia and Mondesa Sports Fields).

11.1.37 APPLICATION BY ECOBOND FOR LAND FOR A DRY PORT

(C/M 2018/11/22 - H 5, G 4/1/1)

RESOLVED:

- (a) That the allocation of land to Messrs Ecobond Services Namibia CC for the establishment of a dry port be approved in principle.
- (b) That Messrs Ecobond Services Namibia CC be advised to discuss options with the General Manager: Engineering Services and consider an area located at the Nonidas Siding where the applicant will be able to either obtain water and electricity supply

*M A P* *PNON*

ANNEXURE "C"

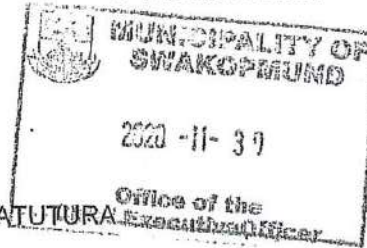
16/11/21

S THE CHIEF EXECUTIVE OFFICER  
THE MUNICIPAL COUNCIL OF SWAKOPMUND  
SWAKOPMUND

MR. ALFEUS BENJAMIN



19 November 2020



RE: MATSI INVESTMENT CC - EXTENSION 13 MATUTURA

1. The above matter and the Joint venture Regulations refers.
2. It will be remembered that the Council on 22 November 2018 allocated Matsi Investment Close corporation, extension 13 Matutura, in terms of Private public partnership.
3. Further the Council on April 2017 resolved
 

**(c) " that the shareholders/members must be cautioned that the company remain the same until the transfer takes place and they have complied with all conditions of sale when the name change of the entity is requested."**
4. On 10 October 2020, I received a telephone call from Eunice of Kinghorn & Associates acting for and on behalf of the council to sign the Agreement. I attended to the offices of Kinghorn & Associates whereupon I was informed by Eunice that, the Council has requested that I change Matsi Investment CC to a private company. Eunice further informed me that she does not have the reasons from the Council why the change from a CC to a private company is required.
5. Thereafter, I attended to Mr Andre Plaatjie at the Municipality who conveyed to me that the Municipality of Swakopmund is in terms of the aforesaid Regulations prevented from concluding a joint venture with Matsi Investments Close Corporation because it is a close corporation and not a company.

6. The aforesaid regulations do not specify that the Municipal Council may not conclude a joint venture with a close corporation.
7. The term company has not been defined in the Regulations.
8. In the event that the council is of the opinion that Matsi Investment Close Corporation name should be converted to Matsi Investment ( Pty) Limited, this will be against the resolution of 27 April 2017 cited under paragraph 3 above.
9. It is on this basis that clarity is sought, specifically which regulation prevents the Council from concluding a joint venture with Matsi Investments close corporation as a close corporation.
10. In addition should the Matsi Investments Close Corporation be converted to Matsi Investments Pty Limited - whether such conversion is in line with the Council resolution dated 27 April 2017.

I await to hear from you soonest.

Yours Sincerely

  
Maria Elago

CC: Kinghorn & Associates

CC. Minister of Urban & Rural Development  
Honourable Erastus Utoni.



## MUNICIPALITY OF SWAKOPMUND

Our Ref No: 14/2/1/2  
16/1/4/2/1

Enquiries: Mr M P C Swarts

(064) 4104200  
088 614 514  
53 Swakopmund  
NAMIBIA  
www.swkmun.com.na  
mswarts@swkmun.com.na

13 January 2021

Matsi Investment CC  
P O Box 4175  
Vineta

Attention: Ms M Elago

Dear Madam

### MATSI INVESTMENT CC – EXTENSION 13, MATUTURA

Your letter dated 19 November 2020 refers.

Approval granted by both the Office of the Attorney-General dated 25 August 2020 and subsequently by the Ministry of Urban and Rural Development dated 17 December 2020 (copy attached) stipulates that Council may only enter into joint venture agreements with companies or trusts in terms of Regulation 2 of the Joint Business Venture Regulations, 2001 (GG 2492 of 2001) made in terms of Section 94 of the Local Authorities Act 23 of 1992.

Council's actions are subject to the approval granted by the above two authorities.

You can address your concerns to the Office of the Attorney General or the Ministry of Urban and Rural Development, keeping in mind that this might cause considerable delays in the finalization of your joint venture agreement.

For any enquiries please do not hesitate to contact the undersigned at ☎ 064-4104200.

Yours faithfully

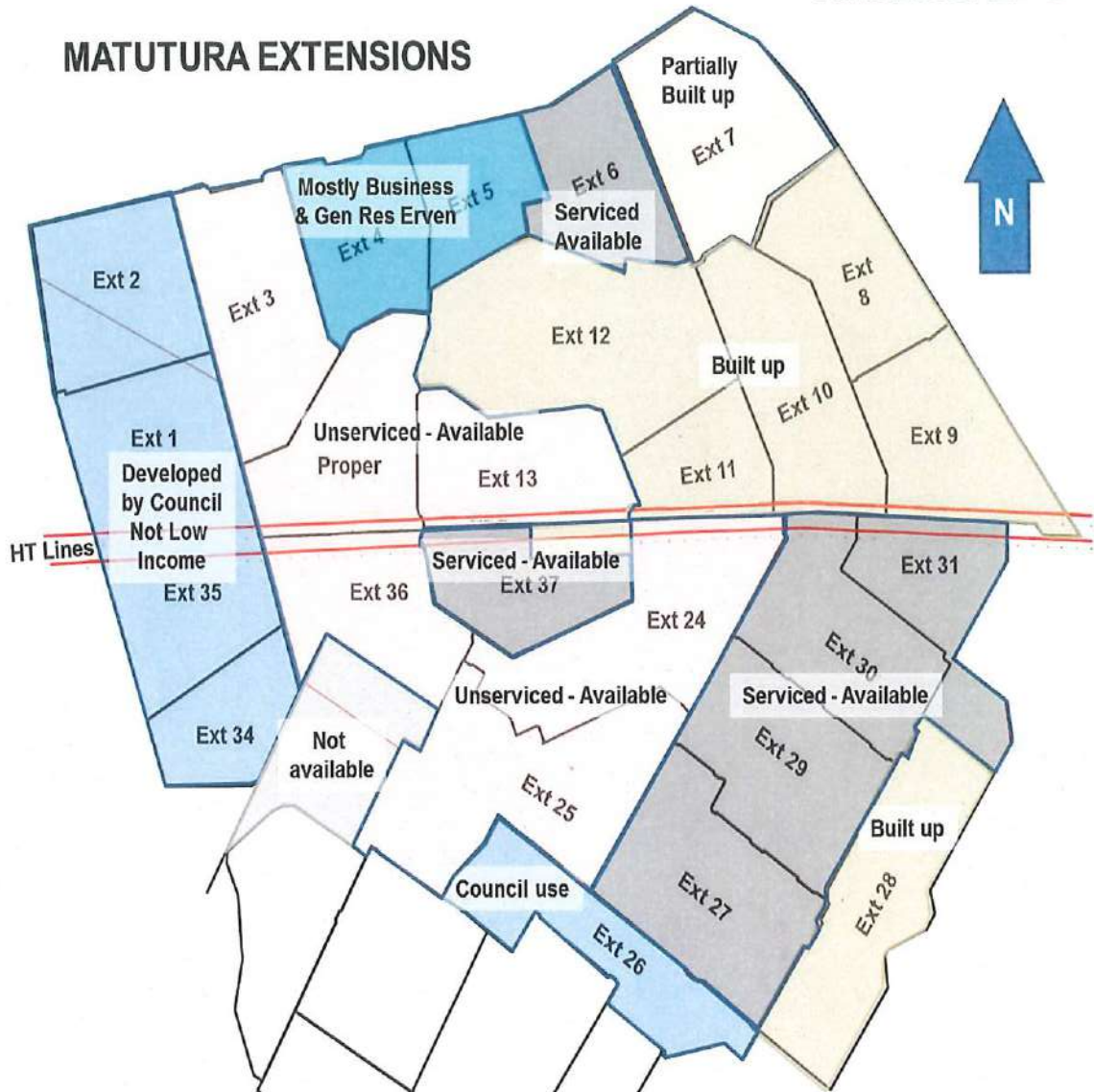
Mr M P C Swarts  
GM: CORPORATE SERVICES & HC

/sb

Copy: Kinghorn Associates

ANNEXURE "D"

MATUTURA EXTENSIONS



**ANNEXURE "E"**

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1.

**RECORDAL**

1.1 In pursuit of fast tracking the making available of affordable housing to the low to middle income residents of Swakopmund in line with its Land and Housing Action Plan adopted by its Council on 31 May 2018, the Municipality and the Developer have agreed to enter into a mutually beneficial agreement in terms whereof –

1.1.1 the Municipality shall make available for development, a duly proclaimed but hitherto unserviced township (within the meaning given to it in terms of the Township and Subdivision of Land Ordinance, No. 11 of 1963);

1.1.2 the Developer shall develop a services infrastructure at the township and construct dwelling houses on some of the erven of the township, for its own account and without any financial contribution by the Municipality;

1.1.3 in consideration of the construction of a services infrastructure at the township by the Developer, the Municipality shall pass ownership of 151 (one hundred and fifty one) designated erven in the township to the Developer for its free disposal subject to certain terms and conditions;

1.1.4 the Municipality and the Developer have reached consensus as to the terms and conditions which shall govern the agreement and wish to record the same in writing.

**NOW THEREFORE IT IS RECORDED AS FOLLOWS:**

2.

**INTERPRETATION**

2.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Namibia.

**JOINT VENTURE AGREEMENT**

**MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:**

**MESSRS QUINTESSENTIAL TRADING AND CONSULTANCY (PROPRIETARY) LIMITED**  
(Hereinafter referred to as the "Developer")

and

**THE MUNICIPAL COUNCIL OF SWAKOPMUND**  
(Hereinafter referred to as the "Municipality")

(Hereinafter jointly referred to as the "Parties" and individually as the "Party")

**FOR THE DEVELOPMENT OF A SERVICES INFRASTRUCTURE FOR  
..... AND THE CONSTRUCTION OF MIDDLE INCOME  
HOUSING**

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- 2.2 The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of, or modify or amplify, the terms of this Agreement or any clause hereof.
- 2.3 The rule of construction that the agreement shall be interpreted against the Party responsible for the drafting of same, shall not apply.
- 2.4 No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party to this Agreement.
- 2.5 This Agreement shall be binding and enforceable on the successors-in-title of the Parties (including their executors, administrators, trustees, liquidators and assigns) as if such third parties themselves had entered into this Agreement.
- 2.6 The use of any expression in this Agreement covering a process available under Namibian law, such as winding-up, shall, if any of the Parties to this Agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.
- 2.7 The expiration or termination of this Agreement shall not effect such of the provisions of this Agreement as expressly provide that they shall continue to operate or govern any obligation or implementation of the development that is not completed, after such expiration or termination, until it is fully executed, notwithstanding that the clauses themselves do not expressly provide for this.
- 2.8 In this Agreement, unless the context clearly indicates a contrary intention:-
- 2.8.1 words importing -
- 2.8.1.1 any one gender includes the other two genders;
- 2.8.1.2 a natural person includes a juristic person and vice versa;
- 2.8.1.3 the singular includes the plural and vice versa;
- 2.8.1.4 a Party includes a reference to that Party's successors in title and assigns allowed at law;
- 2.8.2 the following expressions shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:
- 2.8.2.1 "bulk services infrastructure" - means the municipal and electrical bulk services infrastructure more fully dealt with in 5.4 below;
- 2.8.2.2 "confirm", "direct", "notify", "consent", "certify" or "approve" - means confirm, direct, notify, consent, certify or approve in writing, as the case may be;
- 2.8.2.3 "confirmation", "directive", "notice", "demand", "consent", "report" or "approval" - means written confirmation, directive, notice, demand, consent, report or approval, as the case may be;
- 2.8.2.4 "date of transfer" - means the date of registration of transfer of the Disposal Even or any one or more thereof (as the case may be) into the name of the Developer in the Deeds Office, Windhoek;
- 2.8.2.5 "the Developer" - means ..... a private company with limited liability, duly incorporated in accordance with the laws in force in Namibia under company number ....., herein represented by ..... in their respective capacities as directors of the Developer and duly authorised thereto;
- 2.8.2.6 "Disposal Even" - means all of the several even listed by ar number and zoning in Annexure "A" attached hereto, and "Disposal Erf" means any one of the several even listed by erf number and zoning in Annexure "A" attached hereto;
- 2.8.2.7 "ERED" - means the ERONGO REGIONAL ELECTRICITY DISTRIBUTOR COMPANY (PROPRIETARY) LIMITED, a private company registered as such in accordance with the laws in force in Namibia under registration number 2004/074;

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- 2.2 The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of, or modify or amplify, the terms of this Agreement or any clause hereof.
- 2.3 The rule of construction that the agreement shall be interpreted against the Party responsible for the drafting of same, shall not apply.
- 2.4 No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party to this Agreement.
- 2.5 This Agreement shall be binding and enforceable on the successors-in-title of the Parties (including their executors, administrators, trustees, liquidators and assigns) as if such third parties themselves had entered into this Agreement.
- 2.6 The use of any expression in this Agreement covering a process available under Namibian law, such as winding-up, shall, if any of the Parties to this Agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.
- 2.7 The expiration or termination of this Agreement shall not effect such of the provisions of this Agreement as expressly provide that they shall continue to operate or govern any obligation or implementation of the development that is not completed, after such expiration or termination, until it is fully executed, notwithstanding that the clauses themselves do not expressly provide for this.
- 2.8 In this Agreement, unless the context clearly indicates a contrary intention:-
- 2.8.1 words importing -
- 2.8.1.1 any one gender includes the other two genders;
- 2.8.1.2 a natural person includes a juristic person and vice versa;
- 2.8.1.3 the singular includes the plural and vice versa;
- 2.8.1.4 a Party includes a reference to that Party's successors in title and assigns allowed at law;
- 2.8.2 the following expressions shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:



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- 5 -

- 2.8.2.8 "Fulfillment Date" – means the date on which all of the conditions precedent listed in clause 3 have been fulfilled timeously;
- 2.8.2.9 "the General Plan" - means the registered General Plan S.G. No. A ..... in accordance with which the Property has been subdivided into ..... even numbered ..... and the remainder (Streets);
- 2.8.2.10 "Internal services infrastructure" – means the internal services infrastructure to be developed in respect of and at the Property and more fully dealt with in 5.5 below;
- 2.8.2.11 "the LA Act" - means the Local Authorities Act (Act No. 23 of 1992) as amended from time to time, and any regulations made thereunder;
- 2.8.2.12 "the Municipality" - means the MUNICIPAL COUNCIL OF SWAKOPMUND, -
- 2.8.2.12.1 in the conclusion of this agreement represented by the CHIEF EXECUTIVE OFFICER, alternatively, the designated ACTING CHIEF EXECUTIVE OFFICER (as the case may be), and the CHAIRPERSON OF THE MANAGEMENT COMMITTEE, alternatively, his alternate (as the case may be) them being duly authorized thereto in terms of section 31(1) as read with section 27(5) of the LA Act; and
- 2.8.2.12.2 in carrying out the obligations resting upon it under and in terms of this Agreement, represented by its incumbent General Managers by virtue of their general or specific delegated powers or by virtue of an express provision to that effect in this Agreement;
- 2.8.2.13 "Municipal Specifications" – means the minimum standards and technical specifications prescribed by the Municipality generally from time to time and/or specifically in respect of the development of the internal services infrastructure and the upgrading of the bulk services infrastructure;
- 2.8.2.14 "Ordinance" – means the Townships and Subdivision of Land Ordinance, No. 11 of 1963 and the regulations made thereunder, and any amendment or replacement of same;
- 2.8.2.15 "the Parties" - means the parties to this Agreement;
- 2.8.2.16 "Project Specification" -- means written specifications (prepared by a suitably qualified and registered civil engineer or firm of civil engineers) specifically in respect of the development of the internal services infrastructure and the upgrading of the bulk services infrastructure (in augmentation of the Standard Specifications, to the extent applicable, and the Municipal Specifications);
- 2.8.2.17 "the Property" - means -
- CERTAIN: Portion ..... (a portion of Portion ..... of the Farm Swakopmund Town and Townlands No. 41
- SITUATE: in the Municipality of Swakopmund Registration Division "G", Erongo
- Region
- MEASURING: ..... Hectares
- HELD: by the Municipality by virtue of Certificate of Registered Title No. ....;
- 2.8.2.18 "Standard Specifications" – means the Standardized Specification for Civil Engineering Construction (SABS 1200);

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- 2.8.7 if the due date for performance of any obligation in terms of this Agreement is a day which is not a business day then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the immediately succeeding business day;
- 2.8.8 where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail;
- 2.8.9 the words "clause" or "clauses" and "Annexure" or "Annexures" refer to clauses of and annexures to this Agreement;
- 2.8.10 a reference to:
  - 2.8.10.1 "this Agreement" or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time;
  - 2.8.10.2 a consecutive series of two or more clauses is deemed to be inclusive of both the first and last mentioned clauses;
  - 2.8.10.3 any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time;
  - 2.8.10.4 "laws" means all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, or awards; policies; requirements of, or legally binding instructions by any Governmental Body; and the common law, and "law" shall have a similar meaning;
  - 2.8.10.5 "person" means any natural person, company, close corporation, trust, partnership, joint venture, association, unincorporated association, Governmental Body, or other entity whether or not having a separate legal personality;

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- 2.8.2.19 "the Signature Date" - means the date upon which this Agreement is signed by the last party signing;
- 2.8.2.20 "Single Residential Disposal Even" - means those of the Disposal Even erven listed in Annexure "A" hereto with a zoning of "single residential", and "Single Residential Disposal Erf" means any one of those of the Disposal Even erven listed in Annexure "A" hereto with a zoning of "single residential";
- 2.8.2.21 "Township" - means the township established at the Property and duly proclaimed as such in accordance with the provisions of the Ordinance under the name .....;
- 2.8.3 words and expressions defined in any clause of this Agreement shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement;
- 2.8.4 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in this Interpretation clause or elsewhere in this Agreement;
- 2.8.5 if any provision in an annexure to this Agreement is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in an annexure to this Agreement;
- 2.8.6 if any period of time is referred to in this Agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding business day, and "business day" shall be construed as a day which is not a Saturday, Sunday or Namibian public holiday;

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successful completion of the development contemplated in this Agreement. Whether or not such proof is satisfactory, shall be exclusively in the discretion of the Municipality.

3.1.5 the delivery by the Developer to the Municipality of an acceptable Performance Guarantee issued by an accredited registered bank, financial institution or insurance company on behalf of the Developer's Contractor in favour of the Municipality, equal to 10% (ten percent) of the true estimated development cost of the bulk and internal services infrastructure (forming part of the cost estimation to be submitted by the Developer in terms of 3.1.3 above), for the due performance by the Developer of its development obligations stipulated in 5.4 and 5.5 below;

3.1.6 the submission by the Developer to the Municipality of a construction programme detailing a time line for the execution of the development contemplated in this Agreement, and, if the Developer proposes to carry out the development of the internal services infrastructure (as more fully stipulated in 5.5 below) in phases, then also detailing such phases with reference to the geographical areas which each phase is to cover and the timeline for each phase (with due regard to the overall completion time frames stipulated in clause 5.8.5 below), and the approval of said construction programme by the Municipality;

3.1.7 the submission by the Developer to the Municipality of the Project Specifications, and the approval of the Project Specifications by the Municipality;

3.1.8 the submission by the Developer to the Municipality of design drawings and construction plans (prepared by an engineer or firm of engineers) detailing the design and layout of the internal services infrastructure and the upgrading of the bulk services infrastructure, and the approval thereof by the Municipality;

3.1.9 the submission by the Developer to the Municipality of conceptual sketch plans of at least three standard types of dwelling houses to be constructed by the Developer at the Single Residential Disposal Erven, and the approval thereof by the Municipality.

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2.8.10.6 the words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it;

2.8.10.7 the concept "engineer" means a suitably qualified engineer and who is registered as such with the Engineering Council of Namibia and "firm of engineers" shall have a corresponding meaning.

### 3.

#### CONDITIONS PRECEDENT

3.1 With the exception of this clause 3, clauses 1 – 2 above and 8 – 10 below (the "Immediately Effective Provisions") which are effective as of the Signature Date, this Agreement is subject to the fulfillment by the Municipality of the suspensive conditions stipulated in 3.1.1 and 3.1.2 below within 120 (one hundred and twenty) days, and by the Developer of the suspensive conditions stipulated in 3.1.3 – 3.1.11 below within 180 (one hundred and eighty) days, of the Signature Date, or within such further periods of time as the Parties to this Agreement may agree upon in writing prior to the lapsing of the 120 (one hundred and twenty) and 180 (one hundred and eighty) days' periods respectively;

3.1.1 the successful compliance by the Municipality with the provisions of section 63(2) of the LA Act;

3.1.2 the exemption of the Municipality from compliance with the relevant provisions of the Public Procurement Act, 2015 (Act No. 15 of 2015), in respect of the procurement of the works and the disposal of assets contemplated in this Agreement;

3.1.3 the submission by the Developer to the Municipality of a written detailed true estimation of the costs to be incurred by the Developer in the execution of its development obligations contemplated in this Agreement and the approval of the true estimation of the costs by the Municipality;

3.1.4 the submission by the Developer to the Municipality of satisfactory proof that the Developer has secured adequate funding for the

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- 4.2 The Developer shall be entitled and obliged to take possession of the Property within 30 (thirty) days of the Fulfillment Date. In the event of the Developer having taken possession of the Property prior to the Fulfillment Date, it shall have done so at its own risk.
- 4.3 The Developer shall at its own risk and expense ascertain the exact situation of the boundaries of the Property and of the individual erven forming part of the township and the Municipality shall not be liable for any erroneous pointing out by its officials of the said boundaries whether before or after the Signature Date, and whether or not such pointing out is due to innocent or negligent misrepresentation.
- 4.4 The Developer shall take possession of the Property "voetstoots" and in the condition in which it is at the Fulfillment Date.
- 4.5 The Municipality gives no warranty or guarantee, whether express or implied, oral or tacit, as to the suitability of the lay-out or situation or subterranean composition of the Property which might cause or contribute to the causing of any damages or consequential damages, that might occur from the happening of any natural event, whether such event be rainfall or changes of the course of rivers or other water courses or whatsoever other causes, not heretofore mentioned.
- 4.6 The Municipality shall further not be held liable for any innocent or negligent misrepresentation, on its part, which might either have caused or contributed to causing the Developer to enter into this Agreement, or giving rise to any damages or consequential damages suffered by the Developer arising from the provisions of this Agreement or representations made by the Municipality prior to so entering into this Agreement or from any cause or nature, whatsoever.

## 5.

**DEVELOPMENT OBLIGATIONS OF THE DEVELOPER**

- 5.1 The Developer shall develop the Property.
- 5.2 The development of the Property shall be undertaken by the Developer entirely at its risk, cost, and expense.
- 5.3 The development obligation of the Developer entails three components, namely—

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- 3.1.10 the adoption by the directors of the Developer of the requisite resolution for the conclusion by the Developer of this Agreement and the authorisation of the signatories of the Developer to enter into this agreement on behalf of the Developer, and the submission of proof thereof to the Municipality;
- 3.1.11 the submission to the Municipality of documentary proof to the effect that the Developer is duly registered for Value Added Tax and that it is in good standing with the Department of Inland Revenue of the Namibian Ministry of Finance in respect of all of its tax liabilities.
- 3.2 The Parties undertake to use their respective best commercial endeavours to procure the timely fulfilment of the Conditions Precedent, as soon as possible after the Signature Date.
- 3.3 Unless all the Conditions Precedent have been fulfilled by no later than the respective due dates for fulfilment as determined in clause 3.1 above:
- 3.3.1 the provisions of this Agreement (save for the immediately Effective Provisions) will be of no force or effect;
- 3.3.2 the Property will be restored to the Municipality in the condition in which it was before the Signature Date; and
- 3.3.3 No Party shall have any claims against the other Party arising from the failure of any of the Conditions Precedent, except for such claims as may arise from a breach of the provisions of clause 3.2 above or as may arise from a legitimate claim for restoration to the Municipality of the Property in the condition in which it was before the Signature Date (as contemplated in clause 3.3.2).

## 4.

**ACCESS TO AND POSSESSION OF THE PROPERTY**

- 4.1 The Developer shall be entitled to access the Property with effect from the Signature Date.

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- 5.3.1 the upgrading of the bulk services infrastructure, more fully dealt with in 5.4 below;
- 5.3.2 the development of the internal services infrastructure, more fully dealt with in 5.5 below;
- 5.3.3 the construction of a dwelling house on each of the Single Residential Disposal Eriens, more fully dealt with in 5.6 below.

#### 5.4 The Upgrading of the Bulk Services Infrastructure:

- 5.4.1 The Parties record that the existing bulk services infrastructure is incapable of meeting the maximum anticipated demand for potable water and electricity, and to absorb the maximum anticipated sewerage output, of the Township, thus necessitating an upgrading, extension or expansion (as the case may be) (collectively "the Upgrading") of the bulk services infrastructure.

5.4.2 The Developer shall carry out the Upgrading of the bulk services infrastructure so as to adequately provide for the maximum services needs in respect of potable water and electricity, as well as to adequately absorb the maximum sewerage output, of the Township.

5.4.3 The works comprising the Upgrading shall be constructed and completed in accordance with -

- 5.4.3.1 the Project Specifications approved by the Municipality;
- 5.4.3.2 the Standard Specifications to the extent applicable;
- 5.4.3.3 the Municipal Specifications as well as those of ERED;
- 5.4.3.4 construction plans and designs approved by the Municipality and ERED prior to commencement of construction,

entirely at the Developer's own risk, cost and expense.

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#### 5.5 The Development of an Internal Services Infrastructure:

5.5.1 The Developer shall layout and construct an internal services infrastructure at the Township, entirely at its own risk, cost and expense. The layout and construction of the internal services infrastructure shall include:-

5.5.1.1 a fully functional underground electrical network to reticulate and supply electricity to each and every erf of the Township;

5.5.1.2 a fully functional and integrated underground water reticulation network, including fire hydrants, to reticulate and supply potable water to each and every erf of the Township;

5.5.1.3 a fully functional and integrated underground water born sewerage system for the collection and disposal of sewerage generated by each and every erf of the Township, inclusive of one or more pumpstation(s) to the extent required;

5.5.1.4 an underground system for the supply of purified effluent to erven in the Township designated by the Municipality as recipients of purified effluent;

5.5.1.5 a fully functional street lighting network inclusive of lamp poles and lamps with a view of providing adequate lighting in the streets of the Township;

5.5.1.6 a fully integrated surfaced (bituminous or segmented paved) street network providing access to each and every erf in the Township. Inclusive of road- and traffic signs, street names and street demarcations, parking bays, taxi slipways and street calming measures;

5.5.1.7 integrated gravel sidewalks on both sides of each street; and paved sidewalks on the street corners of each main entrance to the Township;

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dwelling houses shall be of the standard types and designs as approved by the Municipality (conceptual sketch plans of which having been submitted to and approved by the Municipality in terms of 3.1.9 above).

5.6.2 The construction of the dwelling houses shall be carried out by the Developer:-

5.6.2.1 in accordance with prior approved building plans by the Municipality;

5.6.2.2 with due compliance with the Standard Swakopmund Building Regulations and the specifications commonly known as the "SABS/SANS400", and

5.6.2.3 to the satisfaction of the General Manager, Engineering Services of the Municipality,

at a sales value per house (exclusive of the site value) which shall be not less than the minimum building value provided for in the conditions of establishment pertaining to the Township and not more than N\$800 000,00 (Eight Hundred Thousand Namibia Dollars).

5.7 The development aforesaid (comprising of the three components stipulated in 5.3 above) shall be undertaken by the Developer strictly in accordance with the construction programme as submitted to and approved by the Municipality in terms of 3.1.6 above or as revised from time to time in consultation with and the prior approval of the Municipality.

5.8 Without purporting that the remainder of the terms in this Agreement are not material, the following are material terms of this Agreement: -

5.8.1 that the Developer employs and keeps employed throughout the execution of the Upgrading of the bulk services infrastructure and the development of the internal services infrastructure an engineer or firm of engineers who shall ensure compliance with the Project Specifications, Standard Specifications, Municipal Specifications and ERED Specifications, and proper construction and building practices;

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5.5.1.8 a fully functional and integrated storm water system capable of efficiently collecting, channelling and disposing of storm water;

5.5.1.9 individually metered connection points for water and electricity on the street boundary of each and every erf of the Township.

and the connection of the respective networks and/or systems as referred to in the preceding clauses to the existing (or Upgraded, as the case may be) bulk services infrastructure.

5.5.2 The internal services shall be constructed and completed in accordance with:-

5.5.2.1 the Project Specifications approved by the Municipality;

5.5.2.2 the Standard Specifications to the extent applicable;

5.5.2.3 the Municipal Specifications as well as those of ERED;

5.5.2.4 construction plans approved by the Municipality and ERED prior to commencement of construction, and

5.5.2.5 if undertaken in phases, the phases construction programme as approved by the Municipality.

5.5.3 With a view to the availability of water for the construction of the internal services, the Developer shall, prior to the commencement of the construction of the internal services, seek the approval of the Municipality for the installation by the Developer at its cost and expense of a bulk water / zone meter at the Property and cause the said meter to be registered to its name prior to the extraction of any water from the municipal bulk water supply.

#### 5.6 The Construction of Dwelling Houses:

5.6.1 The Developer shall construct a dwelling house at each of the Single Residential Disposal Erven entirely at its own risk, cost and expense. The

5.8.2 that the development is executed and supervised by suitably qualified and experienced personnel;

5.8.3 that the Developer implements and maintains a quality assurance system throughout the execution of the development;

5.8.4 that the Developer commences with the development of the Property within 60 (sixty) days of the Fulfillment Date and proceeds thereafter diligently and without delay. "Commence" shall mean a noticeable physical and genuine construction activity at the Property;

5.8.5 that the Developer completes the Development within the following time frames:

5.8.5.1 the Upgrading of the bulk services infrastructure and the development of the entire internal services infrastructure: within 330 (three hundred and thirty) days of the Fulfillment Date; and, in the event of the internal services structure being developed in phases, that each such phase be completed within the respective time frame as stipulated in the construction programme (submitted by the Developer and approved by the Municipality in terms of 3.1.6 above, or as subsequently amended and approved by the Municipality in writing);

5.8.5.2 the construction of dwelling houses on the Single Residential Disposal Erven: within 330 (three hundred and thirty) days of date of the final completion of the internal services infrastructure, as certified by the Municipality in terms of clause 5.10.1.2, alternatively, if the development of the internal services infrastructure is carried out in phases (as approved by the Municipality), then within 330 (three hundred and thirty) days of date of final completion, as certified by the Municipality, of the respective phase of which the respective dwelling houses form part of.

5.9 The Developer shall only be entitled to store building material, equipment, tools or vehicles at the Property, or to erect builders' sheds or a site office for a maximum period of 30 (thirty) days prior to the effective commencement of genuine and continuous development operations. The Municipality retains the right to demand from the Developer to remove or procure the removal of any such building material, equipment, tools or vehicles and builders' sheds or site office, with immediate effect, in the event of either the Developer failing to commence development within the aforesaid period, or, should it have commenced construction operations, but thereafter fail to continuously sustain such construction or development operation for an unreasonable period of time.

5.10 The Developer shall not be regarded as having complied with its development obligations placed upon it in terms of clauses 5.4, 5.5 and 5.6 respectively unless and until -

5.10.1 the Municipality has issued certificates under the hand of its General Manager: Engineering Services signifying the completion of:-

5.10.1.1 the Upgrading of the bulk services infrastructure;

5.10.1.2 the development of the internal services infrastructure, alternatively, each phase of the internal services infrastructure, as the case may be; and

5.10.1.3 each house constructed on each of the Single Residential Disposal Erven,

to the satisfaction of the Municipality;

5.10.2 the Developer has delivered to the Municipality, upon the completion of the Upgrading of the bulk services and internal services infrastructures, alternatively, of each phase of the internal services infrastructure, as the case may be - as certified by the Municipality :

5.10.2.1 a quality control data pack, containing (but not limited to) digital and hard copies of all instructions, maps, diagrams, plans, designs, test results, methodology statements and

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- 5.13.1 Upgrading of the bulk services Infrastructure;
- 5.13.2 layout and construction of the internal services infrastructure, and
- 5.13.3 construction of the dwelling houses on the Single Residential Disposal Erven,
- which may appear or occur during a period of 12 (twelve) months following the date/s of issuing of the respective completion certificates (stipulated in 5.10 above).
- 5.14 After the lapse of the said period of 12 (twelve) months (but provided that any such defect in the works have been made good fully and finally), the Municipality shall, for its own account, maintain and keep in good order and repair all the upgraded municipal bulk services infrastructure as well as the internal services infrastructure (excepting the electrical services, the maintenance and repair of which vest in ERED).

6.

**TRANSFER OF THE DISPOSAL ERVEN TO THE DEVELOPER**

- 6.1 In consideration of the development to be carried out by the Developer in accordance with the terms and conditions of this Agreement, the Municipality shall transfer the Disposal Erven into the name of the Developer, subject to the provisions of this clause 6.
- 6.2 The obligation of the Municipality to transfer any one of the Disposal Erven into the name of the Developer shall only arise and become enforceable-
- 6.2.1 provided that the Developer has completed the Upgrading of the bulk services infrastructure in accordance with the terms of this Agreement and the Municipality has issued a completion certificate in respect thereof (as contemplated in 5.10.1.1 above);
- 6.2.2 in respect of a Disposal Erf forming part of a phase, provided that the Developer has constructed and completed the internal services infrastructure in respect of that phase in accordance with the terms of this

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procedures followed by the Developer and/or his professional team, and

- 5.10.2.2 as-built construction plans,
- in respect of the said services, electronically (in .DWG and .PDF format) as well as in hard copy format, and the Municipality has confirmed acceptance of the said data pack and as-built construction plans;
- 5.10.3 the Developer has restored the erf pegs in respect of each erf forming part of the Township to their originally surveyed position, upon the completion of the internal services infrastructure, alternatively, of each phase of the internal services infrastructure, as the case may be – as certified by the Municipality, and
- 5.10.4 the Developer has cleaned up the construction areas and cleared it of excess sand and/or building rubble, to the satisfaction of the Municipality.
- 5.11 The Municipality, through its officials, employees, nominees, representatives, appointees, consultants or agents, shall at all times be entitled to physically enter upon and to inspect the Property or any erf or portion forming part thereof for purposes of inspecting the works executed, carried out or effected by the Developer in terms of its obligations under this Agreement, or for establishing any breach of any obligation under this Agreement by the Developer or of quantifying any losses or other damages incurred by itself or for any other lawful purpose, also having the right to directly confer or consult with any person, engineer or firm of engineers (or other designation or profession) appointed by the Developer in a supervisory capacity or purporting to hold such capacity for the development in the Property.
- 5.12 The Developer, by affixing its signature to this Agreement, indemnifies and holds the Municipality harmless against all and any claims for damages (of whatsoever nature) arising out of or caused by blasting operations undertaken by the Developer, if any.
- 5.13 The Developer shall procure the prompt making good of any defects in the works carried out by the Developer in respect of the –



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shall be based on the site values of the Disposal Erven, as reflected on the main valuation roll, alternatively, the provisional valuation roll of the Municipality (as the case may be) as at date of the issuing by the Municipality of a completion certificate in respect of the internal services infrastructure, alternatively, the respective phase of the internal services infrastructure, as the case may be (as contemplated in 5.10.1.2 above).

6.6 Transfer of the Disposal Erven into the name of the Developer shall be attended to by the Municipality's Conveyancers who shall procure the registration of transfer as soon as possible after -

- 6.6.1 having been instructed to that effect by the Municipality;
- 6.6.2 the Developer has provided the Municipality's Conveyancers with all and any documentation and/or information required by the latter to prepare the transfer documentation and has signed and returned to same all and any documentation submitted by the latter to the Developer for signature;
- 6.6.3 the Developer has paid the transfer costs to the Municipality's Conveyancers, and
- 6.6.4 the Developer has paid or secured payment of the value added tax (in respect of those of the Disposal Erven with a zoning other than "Single Residential") to the Municipality.

6.7 Transfer of the Disposal Erven to the Developer shall further be subject to -

- 6.7.1 the conditions of establishment of the Township;
- 6.7.2 the restriction on the Developer limiting the maximum value at which the Developer shall be entitled to alienate the Single Residential Disposal Erven to N\$ 800 000,00 (Eight Hundred Thousand Namibia Dollars) each, which restriction shall be registered against the title deed of the Single Residential Disposal Erven simultaneously with the transfer of same into the name of the Developer.

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Agreement and the Municipality has issued a completion certificate in respect of such phase (as contemplated in 5.10.1.2 above), and

6.2.3 in respect of a Single Residential Disposal Erf, provided that the Developer has improved that Single Residential Disposal Erf by the construction thereon of a dwelling house in accordance with the terms of this Agreement and the Municipality has, in respect of such house, issued a completion certificate (as contemplated in 5.10.1.3 above).

6.3 Subject to the provisions of 6.2 above, the Developer shall be entitled to request the Municipality to transfer any one or more of the Disposal Erven to it either individually or in batches. If, and provided that, the Municipality is satisfied in its discretion (which discretion shall be exercised fairly and reasonably), that the Developer shall be capable of discharging all of its obligations under and in terms of this Agreement which remain outstanding as at the date of the Developer's aforesaid request and provided further that the Developer is not in breach of any of the terms of this Agreement, the Municipality shall be entitled to heed the Developer's aforesaid request. It shall however remain an indulgence on the part of the Municipality and shall not constitute or be construed as constituting a contractual right of the Developer to demand transfer of any of the Disposal Erven unless the Municipality is reasonably satisfied that the Developer shall discharge all of its obligations under and in terms of this Agreement to the satisfaction of the Municipality.

6.4 All and any costs, charges, fees of office and duties incidental to the transfer of the Disposal Erven into the name of the Developer (collectively "the transfer costs"), as well as value added tax on the disposal of those of the Disposal Erven with a zoning other than "Single Residential" shall be borne by the Developer. The transfer costs shall become due and payable to the Municipality's Conveyancers and the value added tax to the Municipality, on demand thereat.

6.5 The calculation of :-

- 6.5.1 the transfer costs; and
- 6.5.2 the value added tax due and payable in respect of those of the Disposal Erven with a zoning other than "Single Residential";

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7.1.2 the lapse of 45 (forty five) days of the date of the Municipality having tendered transfer of the respective Disposal Erf into the name of the Developer,

whichever date occurs earlier in time.

#### IMPROVEMENT RATES

7.2 The Municipality shall levy monthly and the Developer shall be liable to pay monthly, improvement rates in respect of each of the Single Residential Disposal Erven based on the municipal improvement value of such erf, as determined by the Municipality in accordance with the provisions of the LA Act, as from –

7.2.1 date of registration of transfer of the respective Single Residential Disposal Erf into the name of the Developer, or

7.2.2 the lapse of 45 (forty five) days of the date of the Municipality having tendered transfer of the respective Single Residential Disposal Erf into the name of the Developer,

whichever date occurs earlier in time.

7.3 For purposes of the provisions of clauses 7.1 and 7.2 (and their respective sub-clauses)-

7.3.1 the Municipality shall be regarded as having tendered transfer once its appointed conveyancer has called upon the Developer to attend at its office for signature of the transfer documentation relating to the respective Disposal Erf, and

7.3.2 the references to the "municipal site value" or the "municipal improvement value" shall refer to the respective valuations as reflected on the Municipality's valuation roll or on a provisional valuation roll of the Municipality, as the case may be, provided, that where such valuation is reflected on a provisional valuation roll, the rates levied in terms of the preceding provisions, shall be subject to adjustment in terms of the provisions of the LA Act.

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6.8 Should any re-survey of any of the Disposal Erven reflect any difference in the extent as compared to the respective extent reflected on the General Plan, then –

6.8.1 the Developer shall be entitled to any excess in the extent which may thus appear and the Municipality shall renounce and waive any such excess, and

6.8.2 the Municipality will be entitled to the benefit of any deficiency in the extent which may thus appear and not attract any liability in respect of such deficiency and the Developer shall renounce and waive any such deficiency.

6.9 The Developer acknowledges that it is aware of the provisions of the Transfer Duty Act, 1993 (Act 14 of 1993) in terms whereof transfer duties on the transfer of immovable property become due and payable by the Developer to the Department of Inland Revenue within a period of six months as of date of acquisition of the property, and that failure to do so, attracts penalties.

#### 7.

#### PAYMENT OF SITE AND IMPROVEMENT RATES AND SERVICE CHARGES

##### SITE VALUE RATES

7.1 The Municipality shall levy monthly and the Developer shall be liable to pay monthly, site value rates in respect of each of the Disposal Erven based on the zoning of each such erf and calculated at such rate, based on the municipal site value of each such erf, as determined by the Municipality in accordance with the provisions of the LA Act, as from –

7.1.1 date of registration of transfer of the respective Disposal Erf into the name of the Developer, or

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impose and the Developer obliged to pay a non-completion penalty of N\$ 5 000,00 (Five Thousand Namibia Dollars) per calendar day, in respect of each and every calendar day that the Developer so remains in default.

8.3 The imposition by the Municipality of penalties under clause 8.2 above shall not be construed as a waiver by the Municipality of its entitlement to cancel this Agreement in terms of 8.1 above, nor shall it relieve the Developer from its obligation to complete the development or from discharging any of its other obligations under this Agreement.

8.4 Should the obligation on the part of the Municipality to tender transfer of any or all of the Disposal Erven become due and enforceable by the Developer whilst all or any of the penalties imposed by the Municipality in terms of the provisions of 8.2 above remain due and payable by the Developer, the transfer obligation on the Municipality shall, at its option, be suspended and the Municipality entitled to withhold transfer of any or all of the Disposal Erven until the said penalties have been settled in full or settlement of the penalties have been secured to the satisfaction of the Municipality.

#### BREACH BY THE MUNICIPALITY

8.5 Should the Municipality breach any term of this Agreement, and fail to rectify such breach within a period of 30 (thirty) days as of date of receipt of a notice by the Developer, calling upon it to rectify such breach, then the Developer shall be entitled (but not obliged), without prejudice to its right to any other remedies available to it in law, to cancel this Agreement and claim such damages as to put it in the position it would have been had the Municipality properly performed the obligations placed upon it in terms of this Agreement.

#### LEGAL COST AND DISBURSEMENTS

8.6 In the event of the aggrieved Party under the provisions of clause 8 incurring any legal costs and disbursements (whether or not proceedings having been instituted), then the defaulting Party shall be liable to reimburse the aggrieved Party in respect of such legal costs and disbursements incurred, on a scale as between legal practitioner and own client.

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7.4 The provisions of this clause 7 shall not be construed so as to limit, in any way, the Municipality's entitlement to levy penalty rates as provided for in the LA Act in respect of any one of the Disposal Erven.

#### SERVICE CHARGES

7.5 The Developer shall promptly pay and settle all fees, charges and other moneys due to the Municipality in respect of any service, amenity or facility supplied or rendered by the Municipality to any of the Disposal Erven, inclusive of any availability charges and minimum charges provided for in the LA Act.

8.

#### BREACH:

#### BREACH BY THE DEVELOPER

8.1 Subject to the provisions of clause 8.2 below, should the Developer breach any term of this Agreement (and every term of this Agreement shall be regarded as a material term of this Agreement), and fail to rectify such breach within a period of 30 (thirty) days as of date of receipt of a notice by the Municipality, calling upon the Developer to rectify such breach, or within such longer period of time as the Municipality may in its own discretion stipulate in the said notice, or, should the Developer conduct itself in a manner which is inconsistent with an intention to perform the obligations imposed upon it in terms of this Agreement, or by its own conduct put it out of its powers to perform the obligations imposed on it in terms of this Agreement or tender to perform less than is due in terms of the provisions of this Agreement or in any other manner or fashion repudiate this Agreement, then the Municipality shall be entitled (but not obliged), without prejudice to its rights to any other remedies available to it in law or in terms of this Agreement (and in particular, but not limited to, those stipulated in 8.2 below), to cancel this Agreement and claim such damages as to put it in the position it would have been had the Developer properly performed this Agreement.

8.2 Should the Developer be in default by having failed to complete the development obligations placed upon it in clauses 5.4, 5.5 and 5.6 above, fully and finally, within the time frames stipulated in 5.8.5 above, the Municipality shall become entitled to

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- 9.9.1 an accounting matter, a practising chartered accountant of at least ten years' standing;
- 9.9.2 a legal matter, a practising legal practitioner of at least ten years' standing;
- 9.9.3 a building or construction issue, a practising engineer of at least fifteen years' standing;
- 9.9.4 any other matter, an independent person,
- agreed upon between the parties to the dispute.
- 9.10 Should the Parties fail to agree whether the dispute is primarily a legal, accounting, building or construction or other matter, the matter shall be deemed to be a legal matter.
- 9.11 Should the Parties fail to agree on an arbitrator within 3 (three) days after the giving of notice in terms of 9.4 above, the arbitrator shall be appointed, at the request of any Party to the dispute, by the president for the time being of the Law Society of Namibia, according to the provisions of 9.9 and 9.10 above.
- 9.12 The arbitration shall be held in accordance with the formalities and/or procedures settled by the arbitrator, which may be in an informal and summary manner and on the basis that it shall not be necessary to observe or carry out either the usual formalities or procedures or the strict rules of evidence.
- 9.13 The arbitrator shall be entitled -
- 9.13.1 to investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with any matter referred to him for decision and, for that purpose, shall have the widest power of investigating all the books and records of any Party to the dispute, the right to take copies or make extracts therefrom and the right to have them produced and/or delivered to any reasonable place required by him for the aforesaid purposes;

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## 9.

**ARBITRATION**

- 9.1 Any dispute arising between the Parties regarding any term of this Agreement, the interpretation of any term, their respective rights and obligations or any other matter arising from this Agreement, shall be resolved amicably through negotiation and consultation between the Parties.
- 9.2 In the event that the Parties fail to settle the dispute or differences amicably through negotiation, either Party may refer the matter to arbitration.
- 9.3 Any Party to this Agreement may demand that a dispute be determined in terms of this clause by written notice given to the other Party.
- 9.4 Within 14 (fourteen) days after the date of referring the matter to arbitration, the Parties shall agree on an arbitrator.
- 9.5 There shall be a panel consisting of three (3) members, of which each Party appoints one (1) arbitrator, and the third member who will be the chairman is appointed by both Parties.
- 9.6 Immediately after the arbitrator has been agreed upon or nominated as provided herein, any of the Parties to the dispute shall be entitled to call upon the arbitrator to fix a date and place when and where the arbitration proceedings shall be held and to settle the procedure and manner in which the arbitration proceedings will be held.
- 9.7 The arbitration shall be held in Swakopmund within thirty (30) days after the appointment of the arbitrator or within such period as the Parties may agree in consultation with the arbitrator.
- 9.8 The provisions of this clause shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 9.9 The arbitrator shall be, if the matter in dispute is principally -

- 30 -

- 9.17 The provisions of this clause -
- 9.17.1 constitute an irrevocable consent by the Parties to any proceedings in terms hereof and no Party shall be entitled to withdraw therefrom or claim at any such proceedings that he is not bound by such provisions;
- 9.17.2 are severable from the rest of this Agreement and shall remain in effect despite the termination or invalidity for any reason of this Agreement.

## 10.

**GENERAL PROVISIONS**

- 9.13.2 to interview and question under oath any officials, representatives or members of the parties to the dispute;
- 9.13.3 to decide the matter submitted to him according to what he considers just and equitable in the circumstances;
- 9.13.4 to make such award, including an award for specific performance, an interest, damages or a penalty or otherwise as he, in his discretion, may deem fit and appropriate.
- 9.14 The Parties agree to keep the arbitration, including the subject matter of the arbitration and the evidence heard during the arbitration, confidential and not to disclose it to anyone except for the purposes of giving effect to any award of the arbitrator or for the purposes of an order to be made in accordance with 9.15.3 below.
- 9.15 Subject to the provisions of 9.16 below, each party irrevocably agrees and undertakes that any award that may be made by the arbitrator -
- 9.15.1 shall be final and binding upon them;
- 9.15.2 shall be carried into effect;
- 9.15.3 shall, if any Party so requires, be made an order of the High Court of Namibia.
- 9.16 The provisions of 9.15 above shall not preclude any Party to apply to a competent court for the setting aside of an award where -
- 9.16.1 the arbitrator has misconducted himself in relation to his duties as arbitrator; or
- 9.16.2 the arbitrator has committed any gross irregularity in the conduct of the arbitration proceedings or has exceeded his powers; or
- 9.16.3 the award has been improperly obtained.

- 29 -

10.4 The Parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following addresses:

10.4.1 the Municipality:

PHYSICAL: The office of its Chief Executive Officer at its Head Office, situate at the corner of Rakotoka Street & Daniel Karaho Avenue, Swakopmund, Namibia

POSTAL: P O Box 53, Swakopmund, Namibia

TELEFAX: (084) 4104125

10.4.2 the Developer:

PHYSICAL: its registered address, to wit:  
.....  
Swakopmund, Namibia

POSTAL: P O Box .....  
Swakopmund, Namibia

EMAIL: .....

10.5 The Parties agree that any notice –

10.5.1 posted by registered letter to their respective chosen postal addresses, shall be deemed to have been received by the addressee within 10 (ten) days from the date on which it was posted, or

10.5.2 mailed to them to their respective chosen email addresses, shall be deemed to have been received by the addressee on the first business day following the date of delivery of the mail as evidenced by a delivery receipt,

or

10.5.3 delivered by hand to their respective chosen physical addresses, shall be deemed to have been received by the addressee on the day of delivery.

10.6 The Parties hereto shall be entitled to change their respective chosen *domicilia citandi et executandi* from time to time, provided that any *domicilia citandi et executandi* selected by them shall be situated in the Republic of Namibia and any such change shall only be effective upon receipt of notice in writing by the other Parties of such change.

10.7 Notwithstanding anything to the contrary contained in clause 10.5, a communication actually received by a Party shall be an adequate delivery of such communication.

10.8 The Developer shall reimburse the Municipality, on demand thereof, in respect of -

10.8.1 all and any legal costs and disbursements incurred by the Municipality in respect of the negotiations preceding the entering into of this Agreement, the drafting, amending, preparing and finalising this Agreement; and

10.8.2 all and any statutory costs, advertisements costs, and all other costs necessarily and reasonably incurred by the Municipality to enable it to perform its obligations under this Agreement.

10.9 It shall not be permissible for the Developer to alienate its rights, title and interest in and to this Agreement, or to delegate its obligations under this Agreement without the prior written consent of the Municipality having been obtained, which consent shall not be withheld unreasonably. The Municipality shall be entitled to attach such conditions and/or proviso's to its consent (if and when granted) as it in its sole discretion deems appropriate to safeguard its and/or the public's interest in this Agreement.

10.10 The parties record, that at the Signature Date, the following persons are the members of the Developer:

10.10.1 .....

10.10.2 .....

Until such time that the Developer has fully complied with its obligations in terms of this Agreement to the satisfaction of the Municipality:-

- (a) the membership in the Developer may not change;
- (b) the Developer may not be converted into a close corporation, unless the prior written approval of the Municipality had been obtained, and if so obtained, then further subject to such terms and/or conditions as the Municipality may reasonably impose.

10.11 The signatories of this Agreement, by placing their signatures to this Agreement, warrant that they are duly authorised to enter into this Agreement for and on behalf of the contracting Parties.

11.

**SURETYSHIP**

11.1 The signatories signing on behalf of the Developer, shall also, by so placing their signatures to this Agreement, be deemed to have bound themselves jointly and severally to the Municipality as sureties for and co-principal debtor in *solidum* with the Developer for the due and diligent performance by the Developer of the obligations placed upon it in terms of this Agreement.

11.2 The said signatories hereby renounce the benefits of excussion, division, cession of action, no value received, *non causa debiti* and revision of accounts, the full meaning and effect of which they declare themselves knowledgeable.

IN WITNESS WHEREOF the undersigned duly authorized representatives of the Municipality and the Developer have signed this Agreement in two original copies in the English language.

THUS DONE AND SIGNED AT SWAKOPMUND ON THIS ..... DAY OF ..... 20.....

**AS WITNESSES:**

- 1. ....  
as director of the Developer and in his personal capacity as surety
- 2. ....  
as director of the Developer and in her personal capacity as surety

THUS DONE AND SIGNED AT SWAKOPMUND ON THIS ..... DAY OF ..... 20.....

**AS WITNESSES**

- 1. ....  
For the Municipality: CHIEF EXECUTIVE OFFICER
- 2. ....  
For the Municipality: CHAIRPERSON OF THE MANAGEMENT COMMITTEE

11.1.5

**SALES TRANSACTIONS:**

- ERF 4675, EXTENSION 13, MONDESA - DRC PROPERTY GROUP (PTY) LTD
- ERF 4679, EXTENSION 13, MONDESA - HW INVESTMENT (PTY) LTD  
(C/M 2021/02/25 - M 4675, M4679)

Ordinary Management Committee Meeting of 11 February 2021, Addendum 7.6 page 111 refers.

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

1. **INTRODUCTION**

The purpose of this submission is to extend the payment period for:

- Erf 4675, Extension 13, Mondesa - DRC Property Group (Pty) Ltd
- Erf 4679, Extension 13, Mondesa - HW Investment (Pty) Ltd

The decision for these transactions was approved on **23 February 2017** under item 11.1.3 (**Annexure "A"**).

The township was registered as Extension 13, Mondesa (previously known as Block 23) in the Deeds Office on **14 February 2020**. Therefore, although Council approved the transactions on **23 February 2017**, the transactions could only be attended to after **14 February 2020**.

A map indicating the location of these two erven is attached as **Annexure "B"**.

2. **CURRENT SITUATION**

The honourable Minister of Urban & Rural Development granted approval to proceed with the two transactions on **27 September 2020 (Annexure "C")**.

In terms of point (d) and (f) (v) of Council's resolution the transactions had to be concluded within 120 days from the approval granted by the honourable Minister of Urban & Rural Development. The transactions had to be concluded by **29 January 2021**.

The two relevant conditions are quoted below:

(d) *That the transaction be concluded within 120 days from the closing date for possible objections and should objections be received, or within 120 days from the honourable Minister's favourable response.*

(f) (v) *Failure to pay the purchase price in cash or secure payment by formal bank guarantee on the 120<sup>th</sup> day will result in the transaction being cancelled without the need to place the purchaser on terms, should the purchase price be secured by a formal bank guarantee the transfer must*



*be effected on or before the 120<sup>th</sup> day, else interest will be levied as from the date of allocation or Ministerial approval until the date of registration of transfer at a rate as confirmed with Council's bank on the date of sale;*

Council's conveyancer was instructed to compile the deeds of sale on **15 October 2020**. The 120 days since approval by the Ministry of Urban & Rural Development ran concurrently with the time to compile deeds of sale therefore taking up time of the two developers.

The deeds of sale were only finalized by Council's conveyancers during the week of **25 January 2021**.

Although the two developers were informed per letter dated **01 October 2020** of the approval granted and that the purchase prices must be secured by **29 January 2021**, they require bank financing. Bank financing requires a signed deed of sale.

Therefore, it is unreasonable to hold the developers responsible to secure payment by **29 January 2021** without having signed deeds of sale in place.

### 3. PROPOSAL

It is therefore proposed that Council extends the payment due dates of the two developers by 90 days from date of last party signing to secure the purchase prices, i.e. by Friday, **30 April 2021**.

- Erf 4675, Mondesa - DRC Property Group (Pty) Ltd at N\$4 059 200.00
- Erf 4679, Mondesa - HW Investments (PTY) Ltd at N\$4 537 200.00

In order not to delay the transactions further, the deeds of sale were amended accordingly and signed.

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

#### RECOMMENDED:

That Council condones the granting of 90 days from last party signing the deed of sale to secure the purchase prices for the following two transactions:

<i>Erf Number</i>	<i>Purchaser</i>	<i>Size</i>
<i>Erf 4675, Mondesa</i>	<i>DRC Property Group (Pty) Ltd</i>	<i>10 148m<sup>2</sup></i>
<i>Erf 4679, Mondesa</i>	<i>HW Investment (Pty) Ltd</i>	<i>11 343m<sup>2</sup></i>

**ANNEXURE "A"**

11.1.3 **DETERMINATION OF PURCHASE PRICES FOR TWO BUSINESS ERVEN IN BLOCK 23, MONDESA - MESSRS DRC JOINT VENTURE AND MESSRS VINETA DEVELOPMENT (PTY) LTD**  
(C/M 2017/02/23 - E 5360, H 5)

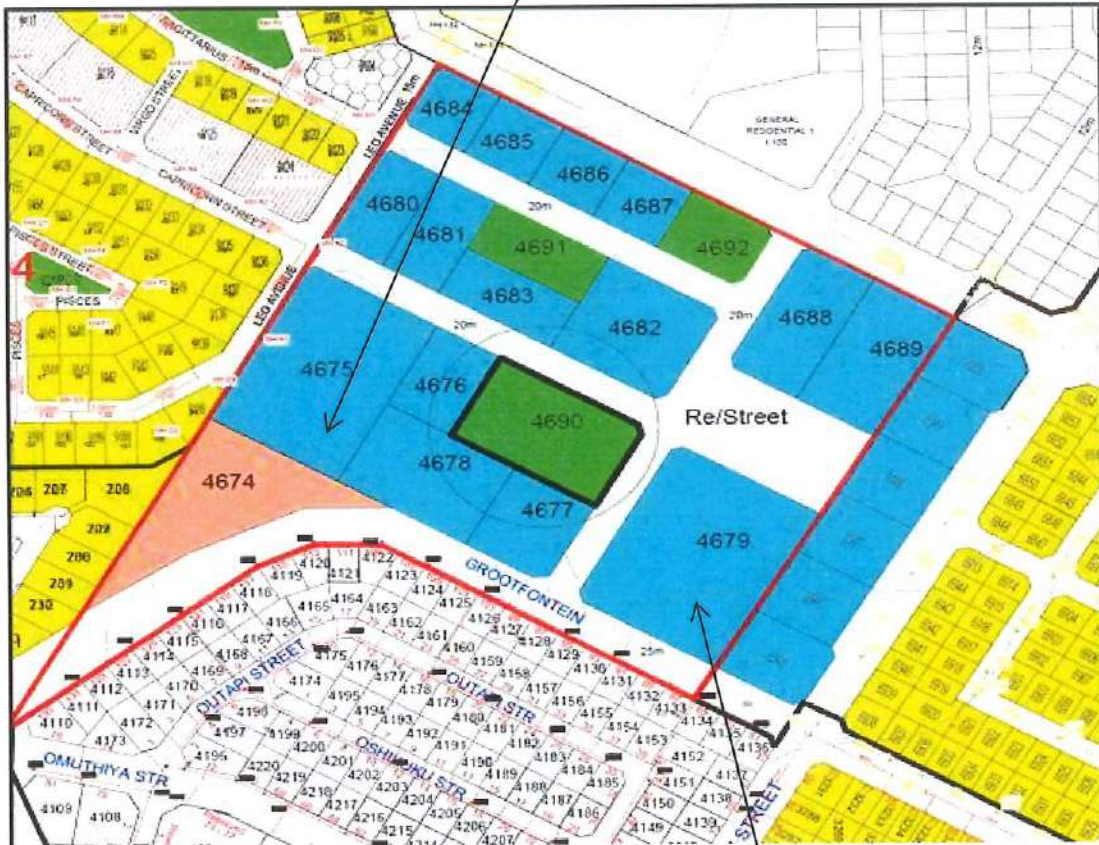
**RESOLVED:**

- (a) That Council approves the purchase price of two portions of Block 23, Mondesa at N\$300.00/m<sup>2</sup> x 12 000m<sup>2</sup> = N\$3 600 000.00 (15% VAT excluded) to Messrs DRC Joint Venture and Messrs Vineta Development (Pty) Ltd.
- (b) That it be noted that the exact size of the two erven are not known as there is no Surveyor-General approved plan yet; therefore the erf price might differ from the total amount in (a) above.
- (c) That upon acceptance of the purchase prices by the purchaser, Council's intention to sell two portions be advertised for possible objections as required in terms of the Local Authorities Act, Act 23 of 1992 at the cost of the purchaser.
- (d) That the transaction be concluded within 120 days from the closing date for possible objections and should objections be received, or within 120 days from the honourable Minister's favourable response.
- (e) That payment of the purchase price be secured either in cash or formal bank guarantee in favour of the Swakopmund Municipality within 120 days from the closing date for possible objections and should objections be received, within 120 days from the honourable Minister's favourable response. Failure to secure the purchase price will result in cancellation.
- (f) That the following standard conditions be applicable:
  - (i) *That the purchasers pay a deposit of N\$10 000.00 towards the statutory costs relating to the transaction including, but not limited to advertising cost, compilation of the agreement of sale, as well as any legal costs that may arise from this transaction.*
  - (ii) *That any remainder of the deposit in (i) above be refunded to the purchaser on completion of the related statutory processes.*
  - (iii) *That the purchasers accept that no rights will accrue to him 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.*

- (iv) The erf is sold “voetstoots” or “as is” with the Council giving no warranty or guarantee, whether express or implied, oral or tacit, as to the suitability of the lay-out or situation or subterranean composition of the property or any improvements thereon. The Council also does not warrant that the services installed at the property are suitable for the use intended by the Purchaser. It is therefore the obligation of the purchaser to verify that the installed electricity, sewage and water connections are suitable for the intended use of the property.**
- (v) Failure to pay the purchase price in cash or secure payment by formal bank guarantee on the 120<sup>th</sup> day will result in the transaction being cancelled without the need to place the purchaser on terms, should the purchase price be secured by a formal bank guarantee the transfer must be effected on or before the 120<sup>th</sup> day, else interest will be levied as from the date of allocation or Ministerial approval until the date of registration of transfer at a rate as confirmed with Council’s bank on the date of sale;**
- (vi) That the purchaser/s must construct structural improvements worth at least 4 times the municipal valuation of the property. Structural improvements, for purposes of this condition, shall not include the construction of boundary walls or any changes to the subterranean composition of the property;**
- (vii) That the said improvements must be completed within 24 months (2 years) from date of transfer.**
- (viii) That the property may not be alienated within 24 months (2 years) from the date of a completion certificate being issued in respect of the structural improvements, referred to in (vi) above, prior to the expiry of the said 24 month period. This restraint of alienation is to be registered against the title deed of the property.**
- (ix) No development or construction will be permitted to commence until the statutory processes have been completed and the erven are transferred.**
- (x) The agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof.**
- (xi) That the purchaser indemnifies Council against any claims resulting from blasting, should blasting need to be done.**

**ANNEXURE "B"**

**DRC Property Group (Pty) Ltd**



**HW Investment (Pty) Ltd**

## ANNEXURE "C"

19.03.02.4675

M 4675

M 4679



Republic of Namibia

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 Ministry of Urban and Rural Development
 

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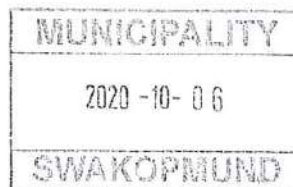
Enquiries: J. Ishila (Mr)  
 Tel: (+264+61) 297-5192  
 Fax: (+264+61) 297-5305

Government Office Park  
 Luther Street

Private Bag 13289  
 Windhoek, Namibia

Our Ref.: 14/17/3/S2  
 Your Ref.:

Mr. A. Benjamin  
 Chief Executive Officer  
 Swakopmund Municipality  
 P. O. Box 53  
 SWAKOPMUND



Dear Mr. Benjamin,

**SUBJECT: SWAKOPMUND; APPROVAL TO PROCEED WITH THE SALE OF TWO ERVEN, 4675 AND 4679 LOCATED IN EXTENSION 13, MONDESA (PREVIOUSLY KNOWN AS BLOCK 23)**

Your letter dated 03 June 2020 has reference.

Approval has been granted to the Municipality of Swakopmund in terms of the provision of Section 30(1) (t) read together with Section 63 (2) (b) of the Local Authorities Act, 1992 (Act 23 of 1992), as amended, to proceed with the sale of immovable properties indicated in the table below by way of private treaty, subject to the conditions of the Council resolution, respectively.

ErfNo.	Purchaser	Size (m <sup>2</sup> )	Zoning	Price (N\$)
4675	DRC Property Group (Pty) Ltd	10 148	Business	4 059 200.00
4679	HW Investment (Pty) Ltd	11 343	Business	4 537 200.00

Yours faithfully,

*Daniel*  
 NGHIDINUA DANIEL  
 EXECUTIVE DIRECTOR



11.1.6

**40/40 PROJECT: APPROVAL OF SMALL CONTRACTORS TO REPLACE NON-PERFORMING CONTRACTORS**

(C/M 2021/02/25 - 14/2/1/2)

Ordinary Management Committee Meeting of 11 February 2021, Addendum 7.7 page 117 refers.

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

1. **Introduction**

This addendum serves to provide information to Management Committee regarding applications of new local contractors to be added on the list of 40/40 project.

2. **Background of submission**

It transpired under 40/40 agreement that current contractors, even though allocated with erven and qualifying beneficiaries from Master Waiting List, did not perform as expected. Simultaneously the local SME's shown their interest and applied to participate under 40/40 project. The above matter was submitted to Management Committee on 9 September 2020 under item 7.3 and it was resolved that the list containing applicants that were not allocated land during the first round and new applicants with voter's cards submitted:

Applicants that were not allocated land during the first phase:

<i>MNgesheya Trading cc</i>	<i>Swakopmund Voters Card</i>
<i>Keller Zabel Investment cc</i>	<i>Swakopmund Voters Card</i>
<i>Owato Investment cc</i>	<i>Swakopmund Voters Card</i>
<i>KA-WE Construction cc</i>	<i>Swakopmund, No Voters Card</i>
<i>JDVK Trading Enterprises cc</i>	<i>Swakopmund, No Voters Card</i>
<i>Hardenberg Investment Namibia</i>	<i>Swakopmund, No Voters Card</i>
<i>Namgreenwood Entp cc</i>	<i>Swakopmund, No Voters Card</i>

Newly approved contractors:

<i>Hakuna Matata</i>	<i>Swakopmund Voters Card</i>
<i>PRO Housing cc</i>	<i>Swakopmund Voters Card</i>
<i>Neka Construction Projects cc</i>	<i>Swakopmund Voters Card</i>
<i>Guinas Investment (PTY) Ltd</i>	<i>Swakopmund, No Voters Card</i>
<i>Everglade Trading cc, now (Mr P Skrywer)</i>	<i>Swakopmund, No Voters Card</i>
<i>Thyteck</i>	<i>Swakopmund, No Voters Card</i>
<i>Mondjila Project Management</i>	<i>Swakopmund, No Voters Card</i>
<i>OCB Builders cc</i>	<i>Swakopmund, No Voters Card</i>

Thus during the meeting held on **15 October 2020** under item 7.7 it was resolved as follows:

- (b) *That Council gives preference to local small contractors in Swakopmund to replace the current non-performing small contractors and that they show proof of their Voter's Cards for Swakopmund before they are listed.*
- (c) *That Council approves that all new applicants that qualifies as small contractors within the Erongo Region be listed after those mentioned in (b) above.*

In this regard Messrs MNgesheya Trading cc, Keller Zabel Investment cc, Owato Investment cc, Hakuna Matata, PRO Housing cc and, Neka Construction cc met the requirement set by the Council therefore approved and added on the list. However new applications as per attached list, **Annexure "A"** have been received and is now submitted for approval and endorsement.

### 3. Way forward

It is proposed that these new applicants that qualify as small contractors who meet the requirement set by the Council in above resolution be listed on the waiting list. That preference is given to small contractors in Swakopmund to replace the current non-performing small contractors.

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

#### RECOMMENDED:

- (a) That Council takes note of the attached list of previously approved small contractors who submitted their voter's cards.
  - (b) That Council approves and endorses the new applicants as per the list (on file) who submitted proof of residence.
  - (c) That Council endorses the previous resolution which gives preference to the small contractors in Swakopmund to replace the current non-performing contractors.
-

**ANNEXURE "A"**

<b>New applications of contractors</b>	<b>Application date</b>	<b>Request to submit a copy of Voters Card send out</b>	<b>Comments</b>
Noria Trading	11 November 2020	18 November 2020	No voters card submitted
Tuhungenipamwe Investment cc	21 October 2020	27 October 2020 & 13 November 2020	No voters card submitted
Netulev	15 October 2020	27 October 2020 & 13 November 2020	No voters card submitted
Aritz Son Building Construction cc	Hand delivered 04 January 2021	Informed verbally	A copy of Swakopmund voters card submitted
Ronnie Construction Electrical cc	Hand delivered 4 Jan 21	Informed verbally	A copy of Swakopmund voters card submitted
Arobes Investments cc	Hand delivered Jan 2021	Informed verbally	A copy of Swakopmund voters card submitted



11.1.7 **REITERVEREIN SWAKOPMUND: SIZE AMENDMENT OF LEASE AREA**

(C/M 2021/02/25 - 19.03.08.1307, E 10035)

Ordinary Management Committee Meeting of 11 February 2021, Addendum 7.8 page 120 refers.

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

**1. Introduction**

The purpose of the submission is for Council to take note of the amended size of one of the two lease portions of ReiterVerein, Swakopmund.

On **28 May 2020** under item 11.1.3 Council approved the renewal of two lease areas for Reiterverein Swakopmund indicating the sizes as per point (a) below:

<i>Size m<sup>2</sup></i>	<i>Commencement Date</i>	<i>Expiry Date</i>	<i>Purpose</i>
$\pm 16\ 013$	<i>1 November 2020</i>	<i>31 October 2025</i>	<i>Day camp for keeping the horses.</i>
$\pm 21\ 500$	<i>1 November 2020</i>	<i>31 October 2025</i>	<i>Country track and park for hosting events and training.</i>

From an aerial photo it was noted that the size of the portion stated as  $\pm 21\ 500\text{m}^2$  (**Annexure "A"**) appeared larger.

ReiterVerein Swakopmund was requested to provide a diagram indicating the actual size being used compared with the aerial photo. The actual size of the area was confirmed to be 7,8855 hectares i.e  $78\ 855\text{m}^2$  (**Annexure "B"**).

**Attachments:**

<b>Annexure "A"</b>	:	<i>Map indicating the two lease portions of Reiterverein Swakopmund</i>
<b>Annexure "B"</b>	:	<i>A comparison of a diagram and aerial photo</i>
<b>Annexure "C"</b>	:	<i>Letter dated 05 June 2020 informing Reiterverein Swakopmund informing them of Council's resolution passed on <b>28 May 2020</b> under 11.1.3</i>
<b>Annexure "D"</b>	:	<i>A reply dated <b>25 September 2020</b> received from ReiterVerein Swakopmund</i>

**2. Background**

On **14 January 2020** ReiterVerein Swakopmund applied to renew its lease agreement for two portions of land for a long term lease period of 5, 10 or 20 years, with the exclusive purpose for

a day camp for keeping the horses and for the establishing of a country track and park for hosting events and training.

ReiterVerein Swakopmund was informed of Council's decision by letter dated **05 June 2020** and they accepted the lease condition by letter dated **15 June 2020**.

Council's intention to renew the lease periods for the two portions of land could not be published as required in terms of the Local Authorities Act 23 of 1992, as amended due to the perceived discrepancy in the lease size of the second portion of land. Accordingly following the publication process, approval must be obtained from the Ministry of Urban and Rural Development prior to signing the lease agreement.

The leased area is in operation in compliance with Council's decision and the annual lease tariffs are being paid.

### 3. Current Situation

It is required to amend the size of the second lease portion in Council's resolution passed on **28 May 2020** under item 11.1.3 points (a), (b) and (e) (vii) to be correctly reflected as 78 855m<sup>2</sup> instead of ± 21 500m<sup>2</sup>.

Although ReitherVerein Swakopmund leases the said portion of land, point (e) (x) of Council's decision (see **Annexure "C"** second page) requires the access to the lease area to the public not be denied, but controlled for the enjoyment of the community. Therefore ReiterVerein Swakopmund does not have exclusive use of the second lease area. This is also confirmed in their attached letter dated **25 September 2020 (Annexure "D")**.

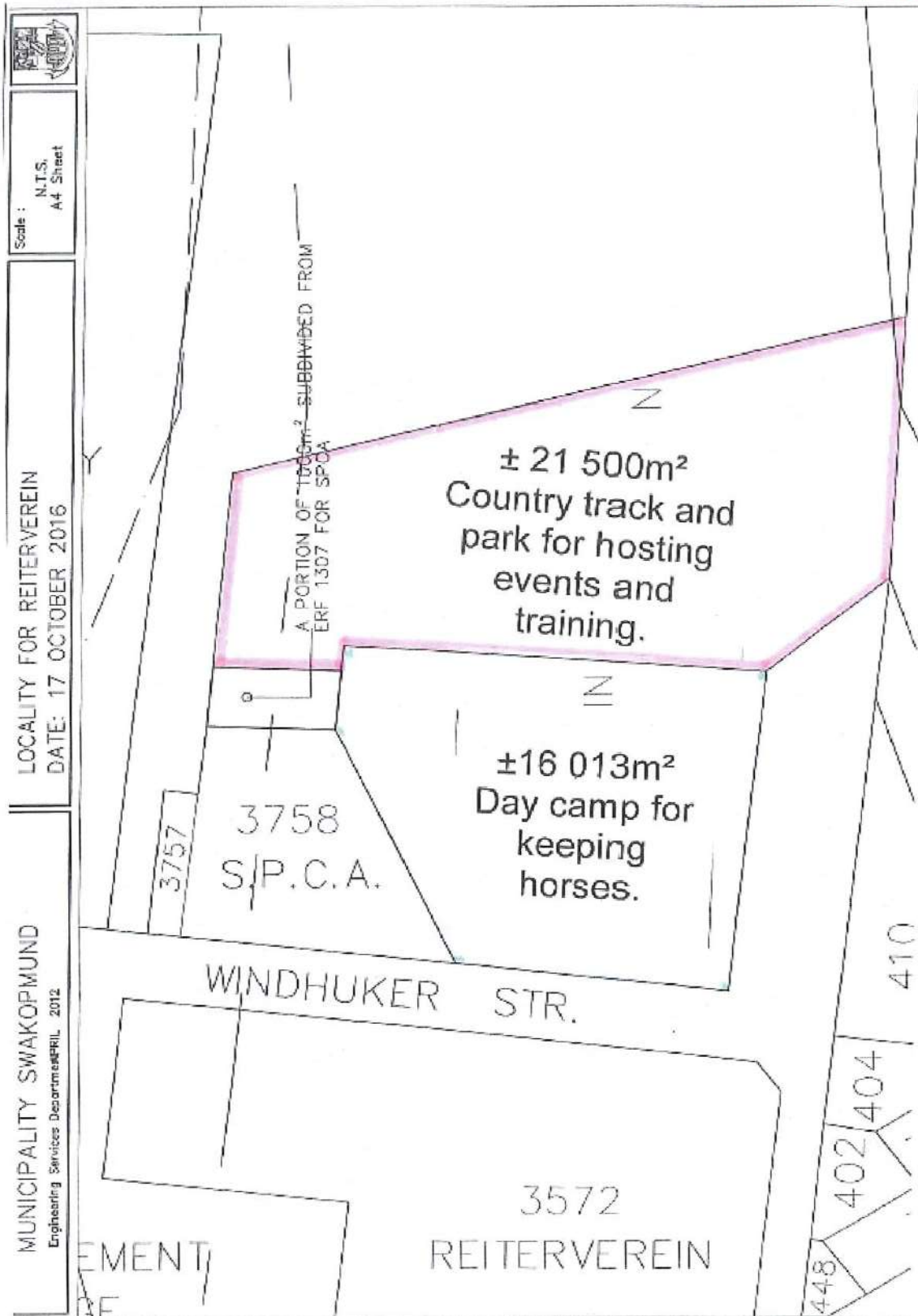
The increased size does not have an effect on the annual lease amount as the rental is not based on the per square meter size.

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

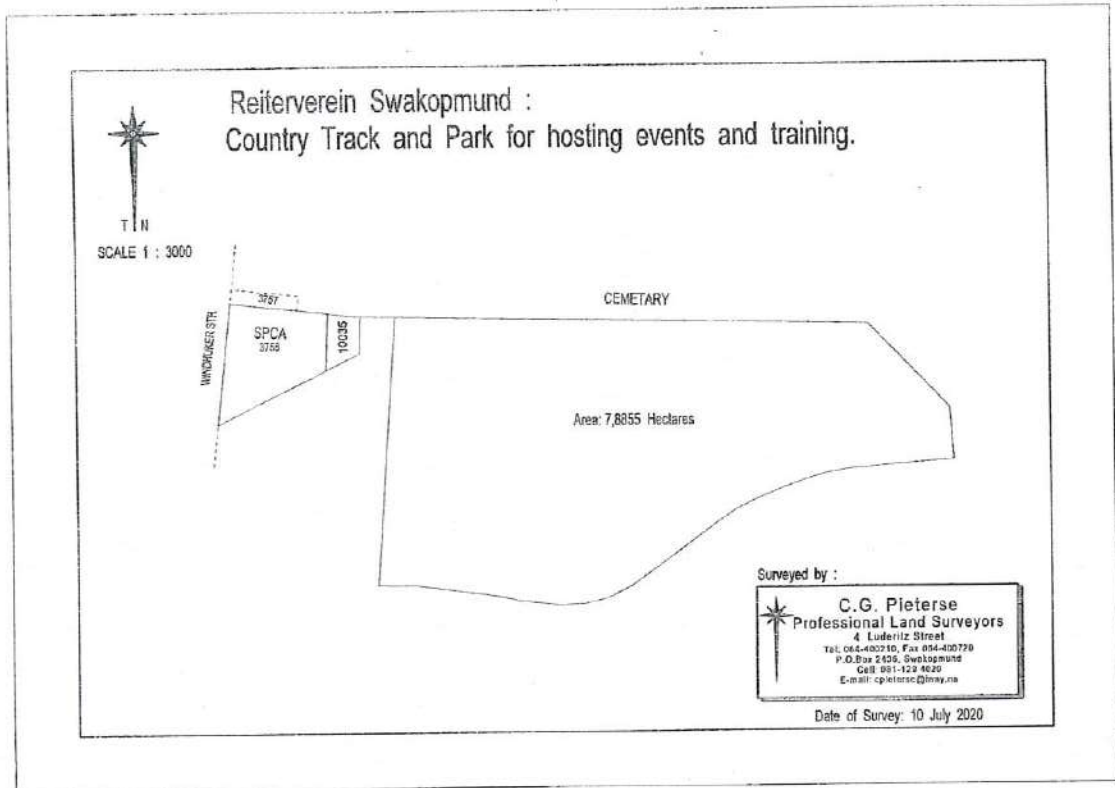
#### RECOMMENDED:

- (a) That Council takes note that the correct size of the lease portion of land used as country track, park for hosting events and training is 78 855m<sup>2</sup> and not ±21 500m<sup>2</sup> as per points (a), (b) and (e) (vii) of Council's decision passed on 28 May 2020 under item 11.1.3.
  - (b) That the annual lease tariff remains as approved by Council on 28 May 2020 under item 11.1.3 as it was not determined on the size of the lease portion of land, but on the lessee being a club.
-

**ANNEXURE "A"**



**ANNEXURE "B"**





## MUNICIPALITY OF SWAKOPMUND

Ref No: 19.03.08.1307 &amp; E 1307

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

Enquiries: Ms A Uushona

05 June 2020

The Chairman  
 Reiterverein Swakopmund  
 P O Box 560  
 SWAKOPMUND  
 13001

Attention: Mr / Ms H Kleyenstueber

secretary@rvsnam.com  
 064-400 331.

Dear Sir / Madam

## RENEWAL OF LEASE PERIODS FOR TWO LEASE SITES

The abovementioned refers.

With reference to your application 14 January 2020, Council passed the following resolution on 28 May 2020 under item 11.1.3:

- (a) That Council approves the extension of the lease periods of Messrs Reiterverein Swakopmund for a further 5 year period for the following two lease sites:

Size m <sup>2</sup>	Commencement Date	Expiry Date	Purpose
±16 013	1 November 2020	31 October 2025	Day camp for keeping the horses.
± 21 500	1 November 2020	31 October 2025	Country track and park for hosting events and training.

- (b) That the rental tariffs be as follows, the next escalation of 10% on 1 July 2021:

Lease Portion	Size	Annual Lease Tariffs for 2020/2021
Portion Erf 1307, Swakopmund, next to the SPCA	±16 013m <sup>2</sup>	N\$ 2 143.59 - annual lease tariff
		N\$ 321.54 - 15% VAT
		N\$ 2 465.13 - total
Portion of Erf 1307, Swakopmund	±21 500m <sup>2</sup>	N\$ 5 846.15 - annual lease tariff
		N\$ 876.92 - 15% VAT
		N\$ 6 723.07 - total

- (c) That the leases be advertised in terms of Section 63 (2) of the Local Authorities Act, Act 23 of 1992, (as amended), at the cost to Messrs ReiterVerein Swakopmund.

All correspondence must be addressed to the Chief Executive Officer

- (d) That Council reserves the right to cancel the lease if valid objections from the public are received.
- (e) That the following conditions be applicable:
- (i) That the lease terms be set for 5 years, commencing 1 November 2020 to 31 October 2025, with an option to renew for a further period.
  - (ii) The annual rental amounts be as set-out under point (b) above).
  - (ii) That a refundable deposits, equal to one year's rent be adjusted according to the annual increases and any shortfall be levied.
  - (iii) That the lease period is terminable by either party by giving / receiving 3 months' written notice.
  - (iv) That no fixed structures be erected and that temporary structures be erected at the risk of the lessee and to be removed at the cost of the lessee at the termination / lapsing of the lease period.
  - (v) That Council be indemnified against any claims from the public or members of the club which may arise due to the use of the site by the club.
  - (vi) That the Municipal Council has unrestricted right of access to the area;
  - (vii) That the lease sites only be used for the following purposes:

Size m <sup>2</sup>	Purpose
±16 013	Day camp for keeping the horses.
± 21 500	Country track and park for hosting events and training.

- (viii) That the site be restored to an acceptable condition on termination / lapsing of the lease period to the satisfaction of Council; and, failing which Council will restore the lease area to its previous condition for the account of the Messrs ReiterVerein Swakopmund.
- (ix) That the club erects a perimeter fence (such as used tyres or split poles) and warning signs to warn the public of the horses on the site to the satisfaction of Council.
- (x) That access to the lease site measuring ±21 500m<sup>2</sup> to the public not be denied, but controlled for the enjoyment of the community.
- (xi) The lease may not be ceded or assigned to a third party without the written permission of Council first being obtained.

Please familiarize yourself with the above lease conditions and confirm acceptance thereof in writing on / before Friday, 19 June 2020.

In order to proceed with the publication of Council's intention to renew the lease periods as set-out in point (c) of the above decision, you are required to pay N\$ 5 000.00. Attached is Council's banking details. Please e-mail proof of payment to Ms A Uushona at [auushona@swkmun.com.na](mailto:auushona@swkmun.com.na)

In conclusion, as discussed with Ms S Bruwer of this office and Ms Kleyenstueber during the week of 18 May 2020, you will request a surveyor to determine the correct size of the lease area being used as country track and park for hosting of events and training.

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

Yours faithfully



Mr MPC Swarts  
General Manager: Corporate Services & HC

/au 

**ANNEXURE "D"**

P.O. Box 560  
Swakopmund  
Namibia



Tel: +264 64 400 331  
Fax: +264 64 40 58 50  
e-mail: [secretary@rvsnam.com](mailto:secretary@rvsnam.com)

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**REITERVEREIN SWAKOPMUND**

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CEO, Mr. A. Benjamin  
For attention, Ms A. Uushona  
Municipality Swakopmund  
PO Box 53  
Swakopmund, Namibia

25 September 2020

**RE: Size of Cross Country Track & Park**

Dear Ms Uushona,

Thank you very much for your letter / renewal of the lease contract, dated 05 June 2020.

After having rendered the services of the Land Surveyors, CG Pieterse to determine the correct size of the area we are making use of, we were informed that the area actually measures 78,855 sqm instead of the 21,500 sqm we are currently leasing.

The area (78,855 sqm) is being used by us for Eventing tournaments and general practice / fitness training from time to time. The RVS is currently hosting 3 tournaments per annum of which one will be the Namibian Eventing Championship in 2021. The area remains an open public area for the general public to enjoy. Currently, members of the public are making daily use of the track and park. Many dog owners as well as the SPCA use the track to walk, play or train their beloved animals. The area is also very popular for kids to play treasure hunt. Even Golf player's use it as a practice area.

Maintenance and improvements to the Eventing track and park are on-going. We have planted some grass and tress and are currently busy building a small playground for children to enjoy. Purified waterpipes were laid and a perimeter fence consisting of old tyres was erected.

Please find attached:

- Proof of payment for the lease agreement
- Proof of payment for the publication

Should you require any additional information, please do not hesitate to contact me.

Your sincerely,

*H Kleyenstüber*

Holger Kleyenstueber  
Chairman

11.1.8

**EXTENSIONS OF MASS HOUSING PROJECT TO WHICH SERVICES WERE INSTALLED: ERVEN ZONED OTHER THAN "SINGLE RESIDENTIAL"**

(C/M 2021/02/25 - 14/2/1/2)

Ordinary Management Committee Meeting of 11 February 2021, Addendum 7.9 page 127 refers.

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

1. **INTRODUCTION**

This submission serves to inform Council of the extensions which are allocated to the National Mass Housing Project and to obtain approval for the sale of the erven zoned "other than Single Residential".

The National Mass Housing Project entails *erven serviced with Government funds*.

↳ National Mass Housing Project Townships

*Extensions 6, 7, 8, 9, 10, 11 and 12, Matutura; and Extensions 27, 28, 29, 30, 31 and 37, Swakopmund.*

Of these townships those listed below have been serviced and are available for sale:

1	<i>Ext 6, Mat</i>	<b>Annexure "A"</b>
2	<i>Ext 12, Mat</i>	<b>Annexure "B"</b>
3	<i>Ext 27, Swk</i>	<b>Annexure "C"</b>
4	<i>Ext 29, Swk</i>	<b>Annexure "D"</b>
5	<i>Ext 31, Swk</i>	<b>Annexure "E"</b>
6	<i>Ext 37, Swk</i>	<b>Annexure "F"</b>

Council resolved as follows on **30 August 2018** under item 11.1.5 quoted below in respect of the future sale of these erven:

- (a) *That all applicants be informed as resolved by Council for Extensions 1 and 2 Matutura on 28 March 2018 that available erven will be sold by closed bid sale once the installation of services is finalized and the townships proclaimed.*
- (b) ...
- (c) ...
- (d) *That the Engineering Services Department provides zoning maps of the various extensions once serviced in order for the Property Section to sell by closed bid sale the business / general residential and institutional erven (or identified erven).*



The above six extensions are being occupied and residents now require various amenities which can be provided by the private sector.

## 2. COST OF INSTALLATION OF SERVICES

On **25 January 2021** the Engineering & Planning Services Department provided the cost for the installation of services as N\$ 115.75/m<sup>2</sup>, but advised that a cost of N\$ 120/m<sup>2</sup> - N\$ 125/m<sup>2</sup> be used as the actual combined cost per square metre is not calculated.

On **30 August 2018**, Council resolved that these erven be sold by closed bid. In terms of Council's Property Policy an upset is determined as being **the cost for the installation of services + at least 25%**.

It is proposed that the upset be N\$156.00/m<sup>2</sup>, i.e. cost of installation of services + 25% = N\$165.00/m<sup>2</sup>.

## 3. ERVEN ZONED "INSTITUTIONAL"

A variety of sizes of erven zoned "*Institutional*" are located in the various serviced extension

The Engineering & Planning Services confirmed that taking the erf sizes into consideration, institutional activities such as soup kitchens, charitable organizations, community projects, crèche, community hall, old age home or frail can be accommodated on these. If all these erven were large, not all qualifying entities would be able to acquire such.

The minimum size required for a religious institution is 2 500m<sup>2</sup>.

## 4. TOWNSHIPS - AVAILABLE ERVEN

### Extension 6, Matutura - Annexure "A"

	<i>Erf Number</i>	<i>Size</i>	<i>Zoning</i>
1	1008	1 390	Local Business
2	1009	1 418	Local Business
3	1010	7 740	General Business
4	1011	1 717	General Business
5	1012	1 714	General Business
6	1013	1 711	General Business
7	1014	1 661	General Business
8	1015	5 197	General Business
9	1016	1 468	Local Business
10	1017	1 480	Local Business
11	1018	2 093	Local Business
12	1019	1 360	Local Business
13	1020	1 390	Local Business
14	1021	1 949	Local Business
15	1143	4.2347	Institutional

			<b>Council resolution of 28 May 2020 to call for proposals.</b>
16	1090	4 243	General Residential 2

**Extension 12, Matutura - Annexure "B"**

	<b>Erf Number</b>	<b>Size</b>	<b>Zoning</b>
1	2651	1 486	Local Business
2	2502	2 213	Institutional
3	2560	5 966	General Residential 1
4	2561	2 225	General Residential 1
5	2628	3 263	General Residential 1

**Extension 27, Swakopmund - Annexure "C"**

	<b>Erf Number</b>	<b>Size</b>	<b>Zoning</b>
1	7246	1 143	Institutional
2	7361	573	Institutional
3	7472	3 502	Institutional
4	7490	720	Institutional
5	7471	5 310	General Residential 2

**Extension 29, Swakopmund - Annexure "D"**

	<b>Erf Number</b>	<b>Size</b>	<b>Zoning</b>
1	7891	1 993	Institutional <b>Being leased by Eagle Christiaan Centre</b>
2	7892	1 471	General Business
3	7979	762	General Business <b>Allocated by Council on 25 Jan 2018 for sale by private treaty.</b>
4	7980	750	General Business <b>Allocated by Council on 25 Jan 2018 for sale by private treaty.</b>
5	8024	598	Institutional
6	8085	602	Institutional

**Extension 31, Swakopmund - Annexure "E"**

	<b>Erf Number</b>	<b>Size</b>	<b>Zoning</b>
1	8570	1 0652	Institutional
2	8465	2 167	General Business
3	8468	1 166	General Business
4	8469	1 291	General Business
5	8470	705	General Business
6	8442	2 989	General Business
7	8441	2 088	General Business
8	8440	1 424	General Business
9	8553	2 588	General Residential 2

PS HSE Consulting applied to acquire these 3 erven in exchange for Erf 1152, Mondesa (Cnl Res of 30 July 2020, item 11.1.8). A separate submission will be tabled.

**Extension 37, Swakopmund - Annexure "F"**

	<b>Erf Number</b>	<b>Size</b>	<b>Zoning</b>
1	9603	2 947	Institutional
2	9456	5 566	General residential

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

**RECOMMENDED:**

- (a) That approval be obtained from the Ministry of Urban & Rural Development to sell by closed bid the following erven zoned other than "Single Residential" at an upset price of N\$156.00/m<sup>2</sup>:

**Extension 6, Matutura - Annexure "A" (on file)**

	<i>Erf No</i>	<i>Size</i>	<i>Zoning</i>
1	1008	1 390	Local Business
2	1009	1 418	Local Business
3	1010	7 740	General Business
4	1011	1 717	General Business
5	1012	1 714	General Business
6	1013	1 711	General Business
7	1014	1 661	General Business
8	1015	5 197	General Business
9	1016	1 468	Local Business
10	1017	1 480	Local Business
11	1018	2 093	Local Business
12	1019	1 360	Local Business
13	1020	1 390	Local Business
14	1021	1 949	Local Business
15	1143	4.2347	Institutional Council resolution of 28 May 2020 to call for proposals.
16	1090	4 243	General Residential 2

**Extension 12, Matutura - Annexure "B" (on file)**

	<i>Erf No</i>	<i>Size</i>	<i>Zoning</i>
1	2651	1 486	Local Business
2	2502	2 213	Institutional
3	2560	5 966	General Residential 1
4	2561	2 225	General Residential 1
5	2628	3 263	General Residential 1

**Extension 27, Swakopmund - Annexure "C" (on file)**

	<i>Erf No</i>	<i>Size</i>	<i>Zoning</i>
1	7246	1 143	Institutional
2	7361	573	Institutional
3	7472	3 502	Institutional
4	7490	720	Institutional
5	7471	5 310	General Residential 2

**Extension 29, Swakopmund - Annexure "D" (on file)**

	<i>Erf No</i>	<i>Size</i>	<i>Zoning</i>
1	7891	1 993	Institutional Being leased by Eagle Christiaan Centre
2	7892	1 471	General Business
3	7979	762	General Business Allocated by Council on 25 Jan 2018 for sale by private treaty.

	<i>Erf No</i>	<i>Size</i>	<i>Zoning</i>
4	7980	750	<i>General Business</i> <i>Allocated by Council on 25 Jan 2018 for sale by private treaty.</i>
5	8024	598	<i>Institutional</i>
6	8085	602	<i>Institutional</i>

**Extension 31, Swakopmund - Annexure "E" (on file)**

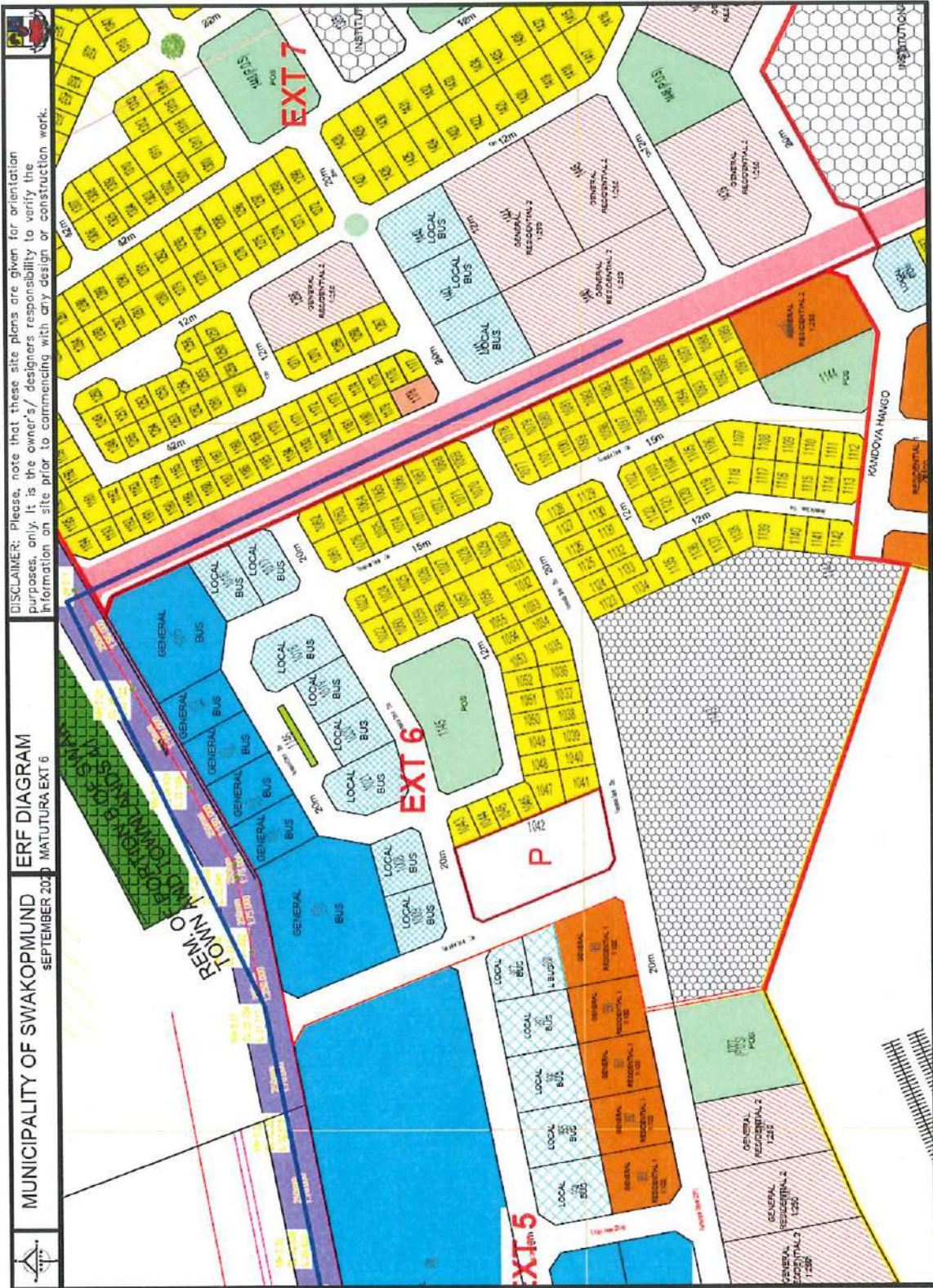
	<i>Erf No</i>	<i>Size</i>	<i>Zoning</i>
1	8570	1 0652	<i>Institutional</i>
2	8465	2 167	<i>General Business</i>
3	8468	1 166	<i>General Business</i>
4	8469	1 291	<i>General Business</i>
5	8470	705	<i>General Business</i>
6	8442	2 989	<i>General Business</i>
7	8441	2 088	<i>General Business</i>
8	8440	1 424	<i>General Business</i>
9	8553	2 588	<i>General Residential 2</i>

**Extension 37, Swakopmund - Annexure "F"**

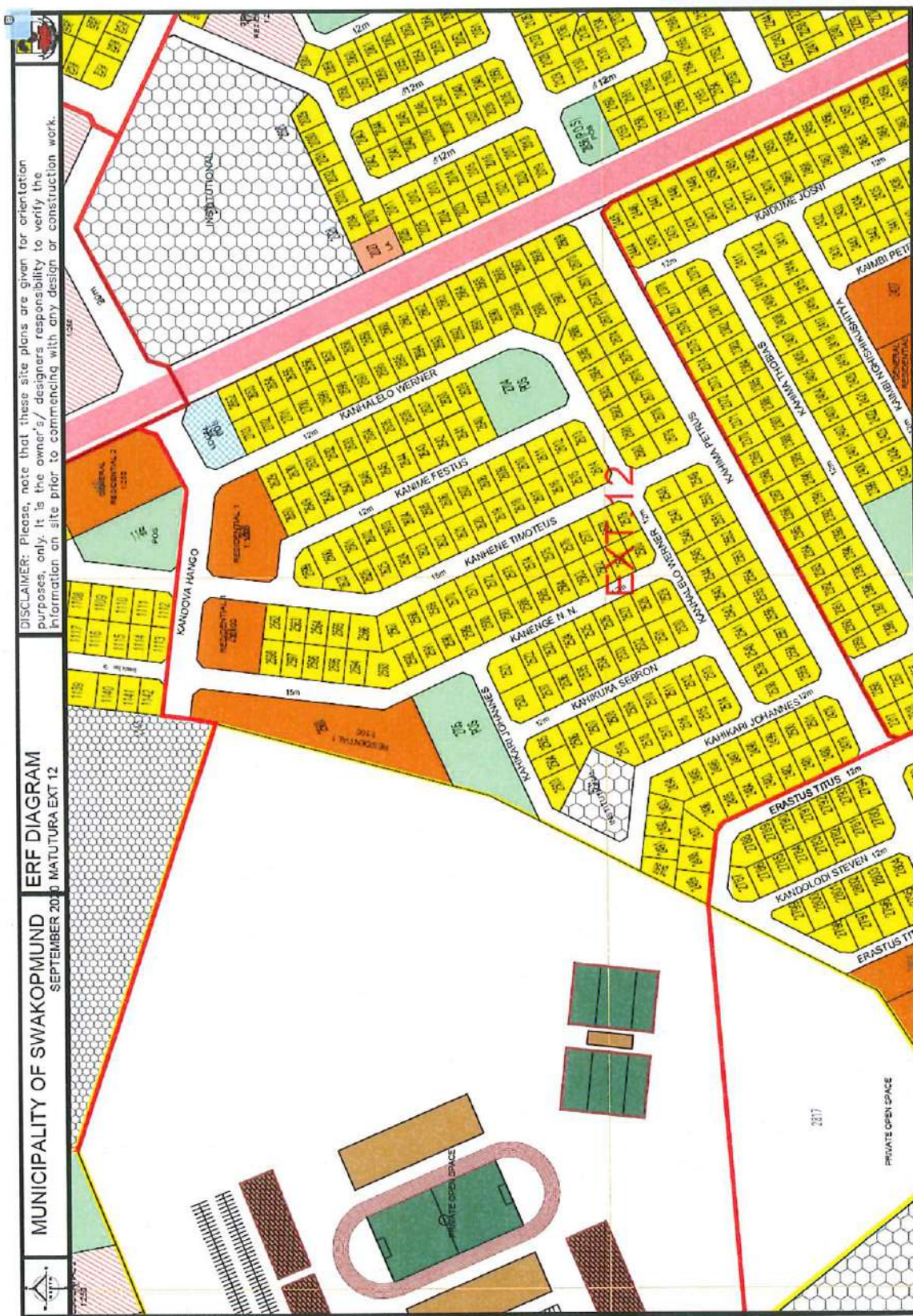
	<i>Erf No</i>	<i>Size</i>	<i>Zoning</i>
1	9603	2 947	<i>Institutional</i>
2	9456	5 566	<i>General Residential</i>

- (b) That the erven zoned for "*Business*" and "*General Residential*" purposes be sold by closed bid at an upset price of N\$156.00/m<sup>2</sup> as and when determined by the General Manager: Corporate Services & Human Capital.
- (c) That development proposals be called for the erven zoned "*Institutional*" subject to the conditions prescribed in Council's Property Policy.
- (d) That prior to every sale, the Engineering & Planning Services Department confirms whether the erven are unoccupied by informal dwellings.
-

**ANNEXURE "A"**



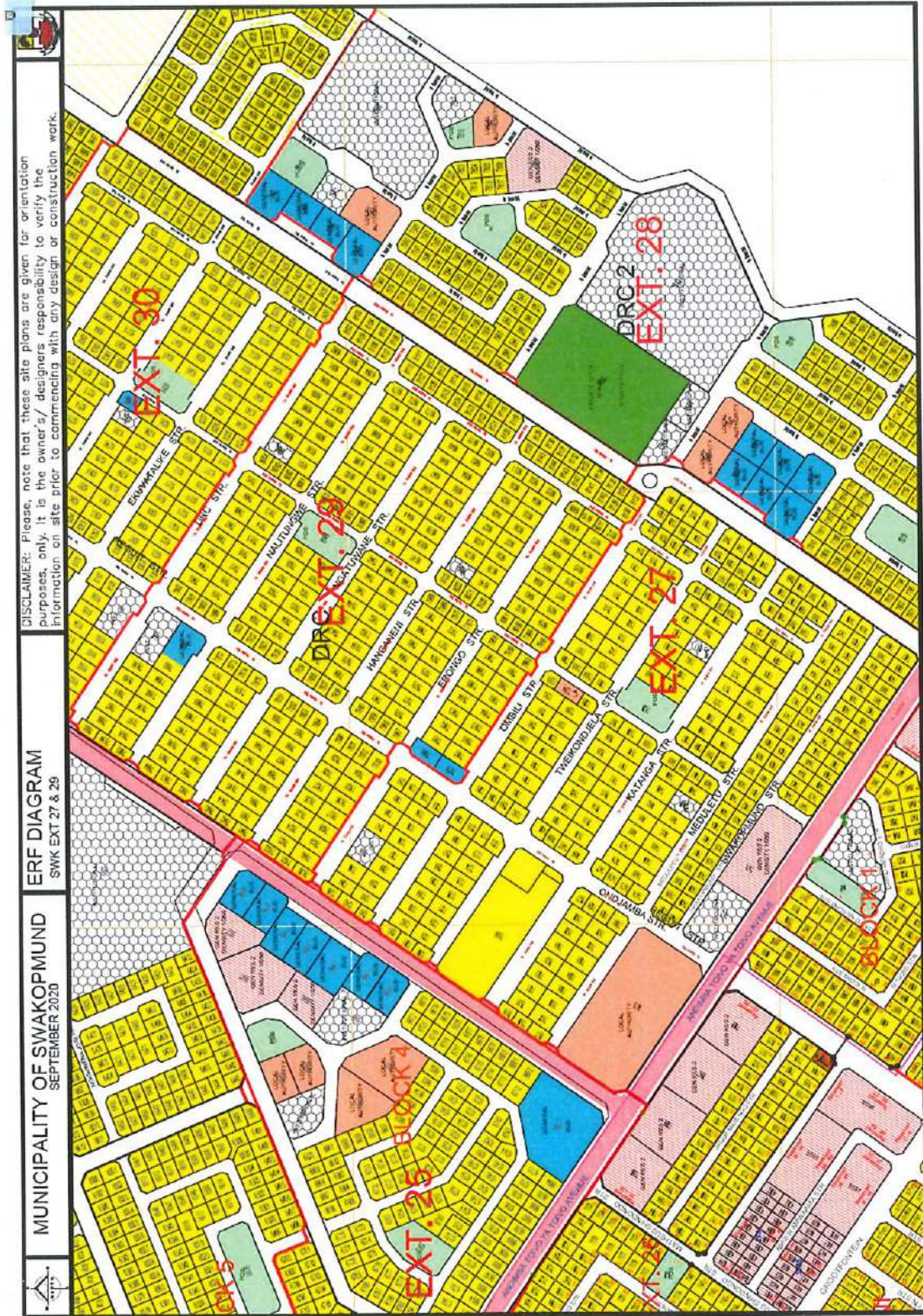
**ANNEXURE "B"**



**ANNEXURE "C"**



**ANNEXURE "D"**

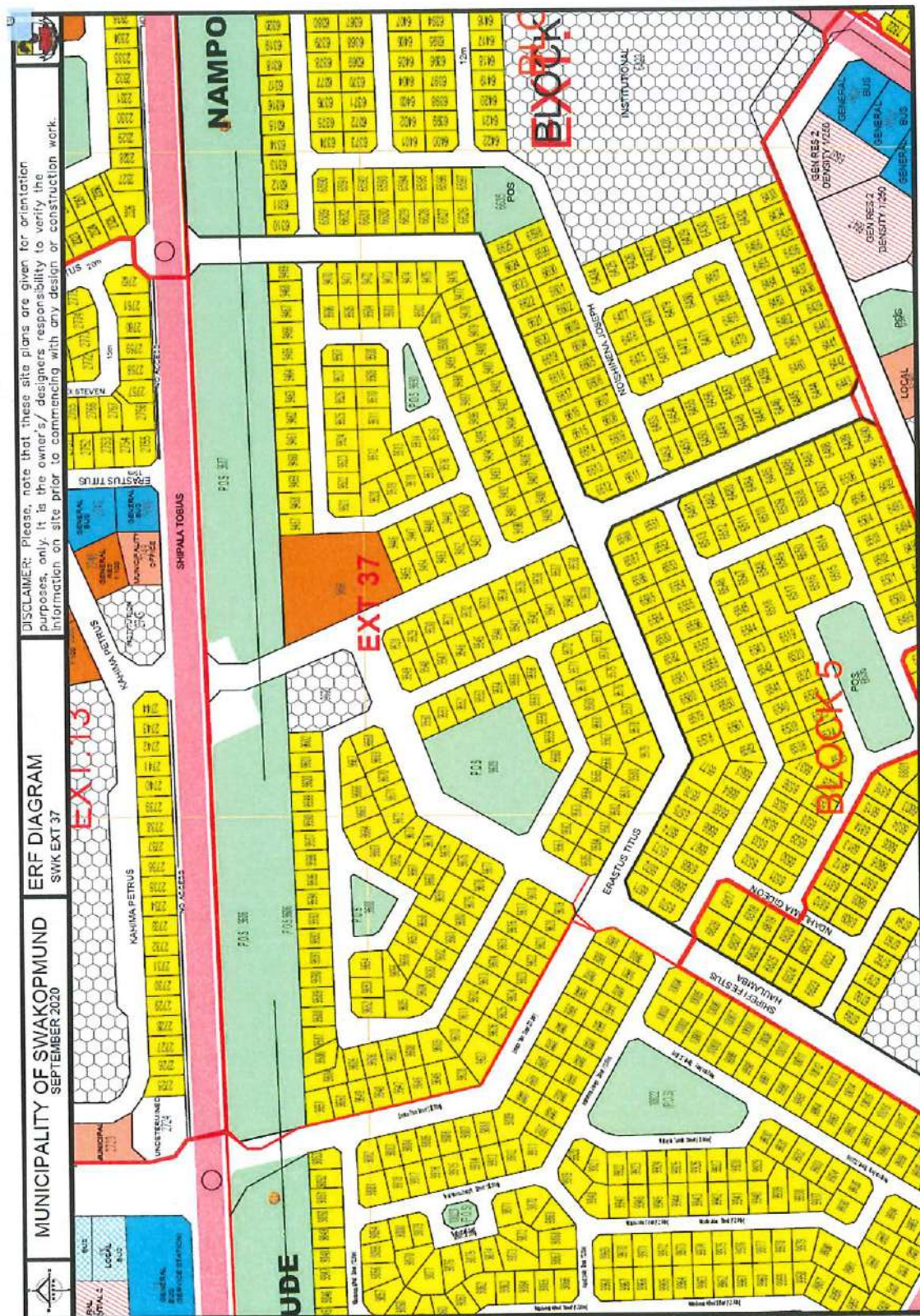




ANNEXURE "E"



**ANNEXURE "F"**



11.1.9 **REQUEST FOR PERMISSION TO HOST MISS PALM BEACH IN SWAKOPMUND**  
(C/M 2021/02/25 - G 3/10/2)

Ordinary Management Committee Meeting of 11 February 2021, Addendum 7.12 page 158 refers.

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

**Introduction**

The **attached** letter dated **12 February 2020**, was received from Mr Ashipala on behalf of Messrs Alpha Events and Marketing cc, seeking Council's approval to host Miss Palm Beach as an annual event in Swakopmund. The event was planned for December 2020 but due to the Covid 19 pandemic, the event was postponed to **23-26 December 2021**.

**Background**

Miss Palm Beach was an annual event hosted by the Junior Town Council since 2003 with the Namibia Breweries Ltd as a main sponsor of the event. The event was hosted at the mole beach area for those years however it stopped in 2010 when the main sponsor withdrew due to budgetary constraints

Miss Palm Beach then was once a vibrant and popular and played an important role in local tourism by bringing people together particularly the youth. The event drew many people to Swakopmund from all the 14 regions of Namibia, which had a positive impact on the local economy. The applicant stated that through their extensive research and survey, residents of Swakopmund and people from all corners of Namibia have been anticipating the revival of Miss Palm Beach.

**Application**

Messrs Alpha Events and Marketing cc identified an idea to restore the pride and culture of Swakopmund by reviving Miss Palm Beach. The event objectives are to promote and highlight the unique heritage of Swakopmund by combining fashion and entertainment. The event will be comprised of the following activities:

- *A beauty pageant show*
- *Boxing bonanza*
- *MSME stalls*
- *Kiddy's activities and charity giveaways*
- *comedy show and wide range of musical activities*

Initially, Messrs Alpha Events and Marketing cc intended to host the event in collaboration with the Junior Town Council (JTC), however after their meeting in March 2020, JTC indicated that they are not

interested in partnering with Messrs Alpha Events and Marketing cc for the following reasons:

- *The event does not capacitate them for future*
- *It limits their actions & it does not fall within their role and mandate*

Messrs Alpha Event and Marketing cc therefore indicated that they are still interested in organizing the event together with their partners from corporate world and members of Swakopmund community.

As part of their social responsibility, Messrs Alpha Event & Marketing pledges a charity giveaway to any local charity organization. The event will also present an opportunity to small enterprises to sell and promote their products and services. Messrs Alpha Event & Marketing would like to host the event for the first 3-5 years as a National event. Thereafter, the applicant plan to expand it to a SADC Regional State event, whereby every SADC country could send a representative contestant. The applicant is therefore seeking for a permission to be the host for Miss Palm Beach event for the next 10 years.

### **Proposed venues of Miss Palm Beach**

The applicant has identified two locations as ideal for the event.

#### **1. Ok Parking area**

This area is ideal for the event in the sense that it is close to the beach area and could blend in well with the theme of the event (i.e. *“our beach, our heritage”*). However, looking at the proposed activities, Ok Parking area might be small in size taking into account parking spaces for the event of the magnitude as outlined in the proposal. Moreover, there are beach development activities earmarked for the financial year 2021/2022 in the area including the Ok Parking.

This area is also in close proximity with residential properties and experience in the past revealed that those properties' owners in the surrounding area always raised complaints regarding entertainment activities at this parking area causing nuisance and noise pollution.

#### **2. Vineta North Sport Stadium**

In 2019, Swakopmund won Town of the year competition. A celebration for the Town of the year Kia Makitie was hosted at Vineta North sport stadium. The event was a resounding success and there were ample spaces for parking outside the field. The fact that there will be a boxing bonanza as part of the Miss Palm beach event, the stadium makes a perfect venue for the event.

#### **3. Tennis court parking area**

Another alternative venue that Economic Development Services identified as suitable for the event is the parking area south of the Tennis Court. This area has been used for other similar events such as the Christmas Fair which is normally held on second week of December annually. The area also became popular for hosting the annual Food Festival which was held on **17-19 December 2020**.

### **Proposed Rental fees**

The current tariff (2020/2021) for events other than sports at Vineta North Sport stadium:

- *Refundable N\$4 936.95*
- *Rent per day N\$1 021.20 (VAT incl)*

Nedbank food festival was charged a total amount of N\$0.26 per m<sup>2</sup> per day; the Tennis court parking area size is 6 000m<sup>2</sup>, thus a total amount of N\$4 680 (VAT Excl).

### **Discussion**

Hosting events is a significant part of tourism, as it plays an important role in enhancing cultural diversity and social cohesion in communities and support urban rejuvenation and local economic growth.

This type of events can draw large crowds and may also frustrate residents due to high powered sound systems that produce excessive noise. Thus, in order to balance the need of the industry and that of the residents, it is essential that the Municipality put in place strict conditions and guidelines to ensure successful hosting of this event. This includes:

- *indemnity*
- *detail event program and layout*
- *emergency management plan*
- *environmental protection plan*
- *waste management plan*
- *traffic management plan*

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

### **RECOMMENDED:**

**(a) That permission be granted to Messrs Alpha Event & Marketing cc to host the Miss Palm Beach at the Parking area at the Tennis Court on 23 - 26 December 2021 between 08 am and 8pm subject to the following conditions:**

**(i) That the following rental be charged:**

- 1. Refundable Deposit = N\$ 4,936.95**
- 2. Rental Fees x 1 day = N\$1,021.20 (VAT incl)**

- (ii) *That noise be restricted to the immediate surrounding area (i.e. 85 Decibels) and upon any complaints of noise pollution or misbehaviour, the approval be terminated.*
  - (iii) *That applicant submits proof before the event commenced on 23 December 2021 of having enlisted the services of a security to control visitors when they enter or leave the premises, event management plan & layout.*
  - (iv) *That Messrs Alpha Event & Marketing cc indemnify Council against any claims in respect of damages to property or injury to people, which might arise from the event*
  - (v) *That the event organizers restore the parking areas at tennis courts to its normal state after the event.*
  - (vi) *That in the event where the COVID-19 pandemic still prevailing, the applicant ensure that all health protocols are adhered to.*
  - (b) That Messrs Alpha Event and Marketing be responsible to liaise with Erongo RED for their electricity connection and requirements for the event at their own costs.**
  - (c) That Messrs Alpha Event and Marketing be responsible for sourcing for additional ablution facilities if required at their own costs.**
  - (d) That Messrs Alpha Event and Marketing cc 's request to host Miss Palm Beach for a period of 10 years only be considered after the evaluation of the event.**
  - (e) That Messrs Alpha Event and Marketing organizers directly approaches possible stakeholders such as the Namibian Police and Swakopmund Neighborhood Watch, for any required services or assistance during the event.**
-

9/3/20

15



events & marketing

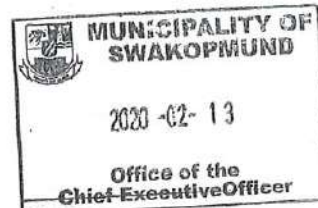
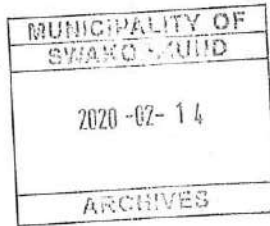
Email: [alphaeventsmarketing@gmail.com](mailto:alphaeventsmarketing@gmail.com)  
Cell: +264 81 349 5963

Reg No: CC 01908783  
Tax No: 04759683

*Legacy over making a living*

12 February 2020

Chief Executive Officer  
Swakopmund Municipality  
PO BOX 53  
Swakopmund  
Namibia



Dear Sir/Madam

**Request: To Organize and Host Miss Palm Beach 2020 as a National Event at Swakopmund**

Alpha Event & Marketing is a newly Namibian Registered Close Corporation company, based in Swakopmund that deals with cooperate, public, NGO and private event management plus all sort of marketing services. Our principal aim is to deliver superb services with concrete results, creating everlasting impressions for our distinguished clients.

The company is founded by Mr. Patricka Ashipala a graduate of B-Tech in Marketing the Namibia University of Science and Technology, together with Ms. Twahafa Neshuku a graduate of B-Tech in Communication from the Namibia University of Science and Technology as her co-founder. Ms. Neshuku is originally from Swakopmund and is one of the many youths from Swakopmund who attended the previously vibrant Miss Palm Beach since its inception.

Ms. Twahafa has noteworthy experience in the field of event planning and hosting. These events include the annual Simply You lifestyle awards, Food Music and Fashion (FMF) held in Swakopmund, April 2019. Twahafa has also been part of the production crew for the Namibian Annual music awards held in Swakopmund 2018 and several other small scale local events. We are also some of the few Namibian youth who voluntarily make means of her little earnings to support orphans and vulnerable children across the country and advocates for inclusive social wellbeing.

With Events and Marketing being at the center of our operations, we (Alpha Events and Marketing) have identified a brilliant idea to restore the pride and culture of our hometown by reviving Miss Palm Beach, a one of its kind event which was last hosted in 2010 in collaboration with the Swakopmund Municipality.

Today this event is still remembered as one of the most outstanding entertainment shows ever to hit the scenic and refreshing coastal town of Swakopmund. Therefore, this time we would like to bring it back bigger and better with objectives to promote and highlight the unique and deeply rooted heritage of Swakopmund, whilst marketing the prestigious tourism attractions and quality hospitality of our town.



events & marketing

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Miss Palm Beach was widely trademarked as a contesting beauty pageant show and we intend to uphold its founding principles which we believe includes promoting self-confidence among young and aspiring beauty queens, identifying modelling talent and upholding confidence and intelligence among young Namibian girls.

This initiative is not exclusive of the boy child and highly aims to harness talks of gender roles and the harmonious and balanced co-existence of both male and females with close consideration of gender based violence, rape culture and many negative factors affecting the livelihood of all youth in Namibia.

It is statistical proven that Events relating to Fashion and Entertainment are the most powerful tools to unite a populace divided by means of tribes, politics and religions. This is also one of the gatherings with various interesting aspects to reach out to the youth at a highest degree with effectiveness and efficiency in delivering the intended message.

We have also learnt through our extensive research and surveys that residents of Swakopmund and people from all corners of Namibia have been anticipating the revival of Miss Palm Beach, which according to them was a fun filled event not to be missed. We would like to make it our mission to give the people an unforgettable comeback.

It is against this background that we are proposing in request, for your endorsement and authority to organize, host and manage Miss Palm Beach 2020 with all obligation rights and license that comes with it in full collaboration with Swakopmund Municipality and Junior Town Council. We are eager to reintroduce the event in the form of a three-day festival, not shying away from its original purpose.

In order to make this an absolute success, we will be introducing some new and exciting components to the event. This includes a boxing bonanza, SME sales stalls, kiddy's activity's, charity giveaways, a comedy show, after party and wide range of musical activities all detailed in our event plan. We would also like to bring in good investment while endorsing the distinctive beauty of Swakopmund Mole as one of best holiday destinations in Southern Africa. This event will definitely be inclusive to all as there will be something in store for every one of the audience.

When granted your approval, we have readily identified a list of sponsors and stakeholders to approach in terms of funding and collaborations, these will include *Coca Cola pty, Namib Breweries ltd* and several other leading local establishments and individuals.

We are well aware of the responsibilities which comes with putting together an event of such magnitude and we are confident that our marketing and event action plan would ensure that Miss Palm Beach will once again be earmarked as an annual event. We would like to host this event in full collaboration with the Swakopmund Municipality and all involved stakeholders for the next 5-10 years.





events &amp; marketing

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Tax No: 04759683  
*Legacy over making a living*

With your utmost facilitations, our company has no doubt in the guarantee of this event to yield the targeted results. We are hereby also inviting your respective institution to provide us with all the worth-noting information such as your usual sponsors, archived pictures, management committee personnel and previous overall budget to furnish event.

Shall you also take note that we will humbly adhere to all your terms and conditions over the requested authority and endorsement. **Alpha Events and Marketing** is a diligent and passionate group, driven by integrity and professionalism. We will organize this event to the top-notch degree of effectiveness to benefit all the involved parties; and this is a pledge of our dedication.

Thank you very much for considering our request for candidacy. We are looking forward to your expedient response.

**(NB: On your request the following Events Documentation are available for Presentation, Review and adjustment as far as it fits the intended Swakopmund Municipality Leadership Mandate:**

- *Event Comprehensive Plan*
- *Event Execution Plan*
- *Event Activation Plan*
- *Collaboration Agreement*
- *Ambassadorship Agreement*
- *Sponsorship Request Letter*
- *Beauty Pageant Code of Conducts*
- *Beauty Pageant Application Form*
- *Event Evaluation Plan*
- *Pageant Winners Contract*

Yours truly

A handwritten signature in black ink, appearing to read "Patricia T. Ashipala", written over a horizontal line.

Patricia T. Ashipala  
Managing Director  
Alpha Event and Marketing CC  
+264 81 349 5963



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Tax No: 04759683  
*Bring Ideas to Life*

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23 November 2020

ATT: Chief Executive Officer  
Swakopmund Municipality

CC: Rauna Shipunda  
Economic Development Services Department  
Office of the Mayor

Dear Mr. Benjamin

**Subject: Status and way forward of Miss Palm Beach Proposal**

We are hereby informing your respective office on the current status of Miss Palm Beach Proposal and further outline the foreseeable way forward. In short, we laid this proposal in February 2020, directed to the Swakopmund JTC to be our partners. Since our meeting with the JTC in March 2020, under the chair of the PA to the Mayor, there have been significant and recognizable progress.

It happens that the JTC and Swakopmund Municipality are not interested in partnering with us in organizing and hosting this event. In relation to the directive letter from your respective office dated 12 October 2020, we are pleased to inform you that the Economic Development Services Department has reviewed our proposal documents, and find them to have met the requirements.

Regardless of the Swakopmund Municipality pronouncing itself not to be part of this event, we informed the Economic Development Department Service that we are still interested in organizing and hosting this event, together with our initial partners from the corporate world and fellow members of the Swakopmund community. Thereof, we have outlined the following aspects as the best way forward.

1. We humbly appeal for the approval to launch this event to the public this year, on the 7<sup>th</sup> December 2020. At the launch, we will publically announce all the deeds of the event, thus include who should partake, the event's fundamental verdicts and community benefits.



Email: [alphaeventsmarketing@gmail.com](mailto:alphaeventsmarketing@gmail.com)  
Cell: +264 81 349 5963  
+264 85 349 5963

Reg No: CC 01908783  
Tax No: 04759683  
*Bring Ideas to Life*

2. We will then organize and host the event next year as from 23 to 26 of December 2021. This postponement is propelled by the existing Covid-19 pandemic and shrunk timeframe of marketing, and other mammoth tasks that comes with hosting the event of this magnitude.
3. We would like to host this event at the OK Parking Area as our first option or at Vineta North Stadium as our second option. We will employ high level of safety and security measurements as it is indicated in our proposal documents, to the extent that all municipal protocols and that of individuals are not violated.
4. We intend to host this event as a National Event for the first 3 to 5 years, whereby every region will have a representative contestant. Thereafter, we will turn this event into a SADC Regional States event, whereby every SADC country will have a representative contestant. In order to achieve such milestone, we are seeking for a license to host this event with a maximum of 10 years.

We hope you find this insight sound and clear to assist the Municipality on executing proceedings, under its obligations and procedures of award us the right of oath to host this events as detailed in all our proposal documents. We knee in unity and solidarity of one common goal to build a Namibian house and maximize all the portrayed benefits and development that comes with the event of this scale.

We duly appreciated the facilitation and correspondence from the Swakopmund Municipality so far. We are looking forward to your usual expedient response, so that we can at least achieve a concrete milestone before the year end, since we laid this proposal on the 13<sup>th</sup> of February 2020.

Yours truly

A handwritten signature in black ink, appearing to read "Patricka T. Ashipala", is written over a horizontal line.

**Patricka T. Ashipala**  
Managing Director  
Alpha Events and Marketing CC

11.1.10 **REQUEST FOR EXTENSION OF SPECIAL RATES AT THE SWAKOPMUND MUNICIPAL REST CAMP**  
(C/M 2021/02/25 - 14/2/7/1/14)

Ordinary Management Committee Meeting of 11 February 2021, Addendum 7.13 page 167 refers.

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

1. **Introduction**

This submission seeks to obtain Council's approval to extend the approved special rates for the Swakopmund Municipal Rest camp (SMRC) from March to June 2021.

2. **Background**

Council on **29 October 2020** while discussing the request by the Municipal Rest Camp Management to extend the special rates, resolved amongst others:

That Council extends the approved special rates of the Swakopmund Municipal Rest camp (SMRC) from **1 November 2020 to 28 February 2021**:

<i>Unit Type</i>	<i>Current Rate</i>	<i>Proposed COVID-19 Rate</i>	<i>% Discount</i>
<i>Fish</i>	<i>N\$ 562.00</i>	<i>N\$ 300.00</i>	<i>46.62%</i>
<i>Gecko</i>	<i>N\$ 652.00</i>	<i>N\$ 350.00</i>	<i>46.32%</i>
<i>Welwitschia</i>	<i>N\$ 681.00</i>	<i>N\$ 350.00</i>	<i>48.60%</i>
<i>Dune</i>	<i>N\$ 903.00</i>	<i>N\$ 450.00</i>	<i>50.17%</i>
<i>Dune A</i>	<i>N\$ 846.00</i>	<i>N\$ 450.00</i>	<i>46.81%</i>
<i>Spitzkoppe</i>	<i>N\$ 947.00</i>	<i>N\$ 500.00</i>	<i>47.20%</i>
<i>Brandberg B</i>	<i>N\$ 1,225.00</i>	<i>N\$ 700.00</i>	<i>42.86%</i>
<i>Moon Valley</i>	<i>N\$ 1,336.00</i>	<i>N\$ 800.00</i>	<i>40.12%</i>

The above rates were only applicable for the period of **1 November 2020 - 28 February 2021** as a marketing tool to attract visitors to the SMRC after the negative effects of Covid-19 on the tourism industry. As the number of Covid-19 cases re-emerged again globally it has become fundamental to keep attracting visitors through discounted rates hence the need to extend the approved special rates.

3. **Proposal**

Given the huge loss of income in the tourism sector, many establishments have offered discounted rates in order to attract visitors. It is against the same principal that the SMRC seeks to extend the approved special rates for the Swakopmund Municipal Rest Camp (SMRC) from **February 2021 to June 2021** to attract more visitors and to mitigate the loss of revenue caused by Covid

19 pandemic. The proposed rates have been adjusted with an N\$50.00 and are as follows:

<i>Unit Type</i>	<i>Normal Rate</i>	<i>Proposed COVID-19 Rate</i>	<i>% Discount</i>
<i>Fish</i>	N\$ 562.00	N\$ 350.00	37.72%
<i>Gecko</i>	N\$ 652.00	N\$ 400.00	38.65%
<i>Welwitschia</i>	N\$ 681.00	N\$ 400.00	41.26%
<i>Dune</i>	N\$ 903.00	N\$ 500.00	44.63%
<i>Dune A</i>	N\$ 846.00	N\$ 500.00	40.90%
<i>Spitzkoppe</i>	N\$ 947.00	N\$ 550.00	41.92%
<i>Brandberg A</i>	N\$ 1,058.00	N\$ 700.00	33.84%
<i>Brandberg B</i>	N\$ 1 225.00	N\$ 750.00	38.78%
<i>Moon Valley</i>	N\$ 1,336.00	N\$ 850.00	36.38%

It is worth noting that the occupancy rates for November and December 2020 have improved compared to the same period during 2019. Whereas 2019 had an occupancy rate of 14.5% and 62.17% during November and December 2019 respectively these figures increased to 16.23 and 69.94% during 2020. (More information and comparisons are also provided in the sections Monthly report).

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

**RECOMMENDED:**

That Council approves the extension of special rates offered at the Swakopmund Municipal Rest camp (SMRC) from 1 March 2021 to 30 June 2021 according to the rates below:

<i>Unit Type</i>	<i>Current Rate</i>	<i>Proposed COVID-19 Rate</i>	<i>% Discount</i>
<i>Fish</i>	N\$ 562.00	N\$ 350.00	37.72%
<i>Gecko</i>	N\$ 652.00	N\$ 400.00	38.65%
<i>Welwitschia</i>	N\$ 681.00	N\$ 400.00	41.26%
<i>Dune</i>	N\$ 903.00	N\$ 500.00	44.63%
<i>Dune A</i>	N\$ 846.00	N\$ 500.00	40.90%
<i>Spitzkoppe</i>	N\$ 947.00	N\$ 550.00	41.92%
<i>Brandberg A</i>	N\$ 1 058.00	N\$ 700.00	33.84%
<i>Brandberg B</i>	N\$1 225.00	N\$ 750.00	38.78%
<i>Moon Valley</i>	N\$ 1,336.00	N\$ 850.00	36.38%

11.1.11

**REQUEST TO USE THE MUNICIPALITY BUNGALOWS AS QUARANTINE FACILITIES FOR COVID 19 PANDEMIC**

(C/M 2021/02/25 - 14/2/7/1/4)

**Ordinary Management Committee Meeting of 11 February 2021, Addendum 7.14 page 169 refers.**

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

**1. Introduction**

The attached letter (**Annexure "A"**) was received from the Regional Director, Ms Anna Jonas, Ministry of Health and Social Services; requesting for 25 Bungalows to be allocated to the Ministry for quarantine purposes for Swakopmund residents.

**2. Background and Present Circumstances**

On **31 March 2020** while discussing the need for the quarantine facility in Swakopmund, the Emergency Management Committee resolved among others:

*That the Municipal Brandberg and Spitzkoppe Bungalows be made available for any Covid-19 related cases.*

Following an escalation in covid-19 cases, Council on 25 June 2020 approved another request from the Ministry of Health and Social Services, Erongo Regional Directorate, to release an additional 112 rest houses at the Swakopmund Municipal Rest Camp at the discounted rate of 40% to 50%. The Ministry of Health and Social Services has utilized the 78 rest houses free of charge while the 112 bungalows were offered at a tune of N\$3,657,600.00 for 2.5 months. Unfortunately, the Ministry still has an outstanding invoice to the amount of N\$1, 500,000.00 for the use of the bungalows during September 2020.

The overall pattern so far has been one of increasing cases of coronavirus infections throughout the country which Health practitioners classified as the "*second wave*". This move has put tremendous pressure on the Ministry of Health and Social Services to again provide quarantine space for this purpose. Subsequently the Ministry of Health and Social services has once again approached the Municipality of Swakopmund to avail 25 of the Municipal Bungalows as a quarantine facility.

**3. Proposal**

Considering the fact that the Bungalow is operated as a profitable business, the Ministry has requested Council to consider offering the facilities at a reduced price. On the other hand, the Ministry indicated that they will carry out other related services such as housekeeping, laundry, meals. On **28 May 2020**, Council resolved to reduce the tariff between 40% - 50% in order to attract clients to the bungalows. This discount will run up to the end of February 2021. As such the Brandberg unit which has been requested is currently costing-:

Unit Type:	Normal Rate	Covid 19 Rate
Brandberg A	N\$ 1058.00	N\$ 700.00

The Brandberg bungalows are design to accommodate up to 6 clients per night (4 beds and 2 couches). However, the Ministry has advised that due to infectious nature of the pandemic only two people will be accommodated per house. It is therefore rational that Council offer a special discount based on the number of people that will be accommodated in the bungalow i.e. N\$1 058.00/ 6 people x 2 people = N\$353.00). It must be noted that offering the bungalows to be used as quarantine facility will benefit Council, considering that tourism is one of the sectors most affected by the Covid-19 pandemic. In addition, since we are entering off season period, Council stands to benefit more from offering the facility to the Ministry of Health and Social Services.

#### 4. Conclusion:

In light of the second wave of Covid-19 in our region the Ministry of Health and Social Services has once again called on the assistance of Council in the provision of 25 bungalow units for quarantine purposes. Considering the lack of occupancy at the bungalows during off peak seasons it would thus also be beneficial for Council to derive some revenue in this way.

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

#### RESOLVED: (For Condonation by Council)

- (a) That Council approves the request from the Ministry of Health and Social Services, Erongo Regional Directorate to release 25 rest houses at the Swakopmund Municipal Rest Camp at the discounted rate indicated below:

Unit Type:	Current Rate	Proposed Rate per day
Brandberg A	N\$1 058.00	N\$353.00

- (b) That the Ministry be requested to settle outstanding amounts related to the use of the bungalows before the 25 bungalows are handed over to them.
- (c) That the Municipality be responsible for providing beddings, cleaning materials, toilet papers, and attend to minor wear and tear.
- (d) That the Ministry of health be responsible for providing the following services:
- (i) Clean and disinfect rest houses after vacated by tenants
  - (ii) Maintenance works
  - (iii) Provision of laundry services (rooms and the surroundings),
  - (iv) Keeping record of all the contents in the rest houses, such as furniture, beddings and kitchenette by way of an inventory that should be checked and verified before and after the arrival and departure of occupants
  - (v) That Council provides training to bungalows staff on the effective use of PPE
  - (vi) Twice a week emptying of waste bins
  - (vii) Disinfection of all rest houses before cleaning
  - (viii) Be responsible for all the contents in the rest houses, such as furniture, beddings and kitchenette



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**REPUBLIC OF NAMIBIA**  
**Ministry of Health and Social Services**  
**DIRECTORATE: ERONGO REGION**

Private Bag 5004  
 Swakopmund

Tel: 064- 4106105  
 Fax: 064- 4106102

Email: [Anna.Jonas@mhss.gov.na](mailto:Anna.Jonas@mhss.gov.na)

Enquiries: Mr. Luanda

Date: 21 January 2021

**OFFICE OF THE DIRECTOR**

Mr. Alfeus Benjamin  
 Chief Executive Officer  
 Municipality Swakopmund

Dear Mr. Benjamin,

**RE: USE OF MUNICIPALITY BUNGALOWS FOR COVID 19 PANDEMIC AS  
 QUARANTINE AND ISOLATION FACILITIES.**

The Ministry of Health and Social Services and Erongo Health Regional Directorate in particular would like to take this opportunity to wish you and your staff members a happy 2021. Similarly, we would like to express our gratitude to the Municipality of Swakopmund for their support provided to the Ministry during the year 2020.

The region and in particular the district of Swakopmund has experienced an exponential increasing in number of COVID 19 cases during the festive season. Moreover, the cases are still increasing which poses a challenge in containing the pandemic especially for the communities that lives in houses that are not suitable for home isolation or quarantine.

It is against this background that we are requesting the Council to consider granting the health directorate permission to use at least 25 units of the Bungalows for this purpose with the understanding that the remaining Bungalows are still going to be used for council's income purposes. This permission can be reviewed as time goes on.

Thank you for your understanding and continuous support.

Yours sincerely,

Ms. ANNA JONAS  
 REGIONAL DIRECTOR





11.1.12

**APPLICATION FOR RELAXATION OF STREET BUILDING LINES  
ON ERF 2207, MONDESA**

(C/M 2021/02/25 - M 2207)

Ordinary Management Committee Meeting of 11 February 2021,  
Addendum 8.2 page 09 refers.

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

**1. Purpose**

The purpose of this submission is to seek Council's consideration for the "*Special Consent*" to partially relax the street building lines from three (3) metres to one point five (1.5) metres and subsequent partially relaxation to zero (0) metres on Erf 2207, Mondesa so as to enable the construction of the garage and a firewall, respectively.

**2. Introduction and Background**

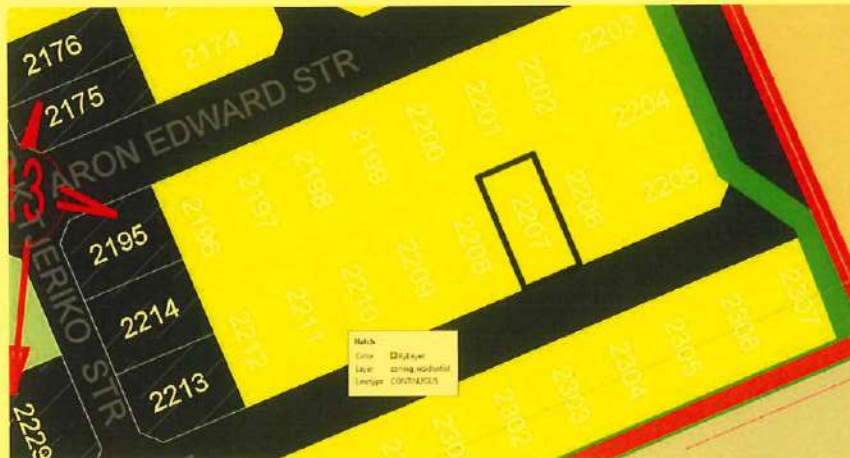
An application for consent to partially relax a street building lines from three (3) metres to one point five (1.5) metres and subsequent partially relaxation to zero (0) metres on Erf 2207, Mondesa was received by the Engineering and Planning Service from Mr. Eusebiu Molongela. The owners wish to convert the covered shade area as per approved building plan into garage. To realise the desired conversion, a firewall of 1.5 metres in length is required in terms of building standards. It is against this background that this item is being submitted before the Management Committee. The application is attached as **Annexure A**.

**3. Ownership**

According to Council's records, the ownership of Erf 2207, Mondesa vests with EH Molongela and SM Levi.

**4. Locality, Zoning and Size**

Erf 2207, Mondesa, is located in Kovambo Nujoma Street. The erf is zoned "*Single Residential*" with a density of 1:200 and measures approximately 200m<sup>2</sup> in extend.



## 5. Discussion

In terms of Clause 5 (A) 2.4 (a) (i and iii) of the Swakopmund Town Planning Scheme, "no building, permanent structure or portion thereof, except for boundary walls and fences, may be erected on the site within 5 metres from any Street boundary and "5 metres in the case of a garage from any street boundary or half the height of the building, whichever is greater."

Provision is further made that "the street building line shall be at least 3 m where the average depth of the land unit (measured at right angles to any street boundary of such land unit) does not exceed 20 m".

Erf 2207, Mondesa has an average depth of 20 metres. Therefore, its street building line is set at 3 metres.

Clause 5 (A) 2.4 (e) states that "Council may relax these requirements if it is satisfied that no interference with the amenities of the neighbourhood, existing or as contemplated by the Scheme, will result".

It is in terms of the scheme provisions that the owner of Erf 2207, Mondesa applies for the relaxation of building lines.

The owners of Erf 2207, Mondesa consulted the neighbours for their consent on the intention to apply for the building lines relaxation till their boundary.

## 6. Evaluation

Note should be taken that the site in question is located on a special designated area whereby the majority of the sites are 200m<sup>2</sup> in extents and characterised by narrow and short streets. With respect to this particular case, the street is short and 9 metres wide. Traffic is not anticipated to be much and speed would be low due to nature of the street in particular and the area in general. A site inspection was conducted to analyse the situation on the erf. It appears that the covered shade area would or is being used for as parking.

Due to the size of the erf, 200m<sup>2</sup>, one is forced to consider the situation and to allow that a garage be constructed up to 1.5 m from the street boundary; however, one needs to consider the consequence of such a consideration. In order to deal with these kinds of applications, the current practice being applied to street boundary relaxation is that any erf that borders on a street with a width of less than 12 meters will not be considered to relax its street boundary to less than 3 meters.

A number of similar requests to relax the street building line to zero (0) meters have been turndown on similar basis before, they are:

- *Erf 55, Swakopmund applied to relax to zero (0) meters to have their garage positioned onto the boundary and the request was declined*
- *Erf 1977, Swakopmund applied to relax to zero (0) meters and the request was declined.*
- *Erf 2329, Swakopmund applied to relax to zero (0) meters and the request was declined.*

#### 7. Conclusion

The relaxation of the street building lines on Erf 2207, Mondesa to convert the covered shade area into a garage on one point five (1.5) metres and the firewall on zero (0) metres cannot be supported.

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

#### RECOMMENDED:

That the application to partially relax street building lines on Erf 2207, Mondesa from 3m to 1.5m and subsequently setting the firewall at 0m not be supported.

---

**ANNEXURE A- APPLICATIONS**

To: Chief Executive Officer

Mr. Alfeus Benjamin

Mr. John Heita

Manager Town Planning

From: Mr. E. Hipopiwa Molongela

Subject: Erf 2207 Mondesa Swakopmund

Date: October 01, 2020

Request Permission approval for the 1.5m portion of land from the street boundary wall toward the house.

### 1. Introduction

Mr. Molongela resident of Swakopmund owns a residential property in Kovambo Nuyoma Street that I bought in 2016 through the properties developer in the town of Swakopmund.

### 2. Discussion

The property is 200 square meters erf size and the existing structure was built toward the street by 3.6meters between the house and the boundary wall.

The reason that I need the 1.5meter from the wall is to put up the structure that can accommodate protecting my vehicles. The situation threatening me not to acquire a vehicle because of the harsh weather. My current vehicle is damage before I finish paying the bank loan because of rust.


The erf size is very small and the only provision if I have to expand for a garage is to demolish about 70% of the existing house. Therefore I need a humble assistance from the municipality to build the 1.5m portion for the vehicle structure that can protect the assets.

If the Municipality is willing to charge a certain fee for that portion of land I am willing to pay the damage /service fee 1.5m by 4.43m.

### 3. Conclusion

Base on the above explanation, I am humble request the Chief Executive Officer to consider approves for the 1.5m length x 4.43m wide.

Requested by:



Yours Faithfully:

Mr. E.H Molongela

0811492455/ 081 2747657

Molongelaeh24@gmail.com

Endorsed by:

Mr. John Heita

Manager Town Planning

Commends:

.....  
.....

Approved by / not approve

Mr. Alfeus Benjamin

Chief Executive Officer

Commends:.....

.....



## MUNICIPALITY SWAKOPMUND

(064) 4104421 / 4104417 / 4104418 / 4104404  
0888519137

53 SWAKOPMUND  
Namibia

## APPLICATION FORM FOR THE RELAXATION OF DEVELOPMENT STANDARDS

APPLICANTS ERF NO: 2007	CONSENTERS ERF NO:
Suburb: MONDESA	Street Address: KAVAMBO NYONYA STREET
Particulars of Owner 81062410122	
Name of Owner: MOLONGELA Kuselani H	
Name of Authorized Person: MOLONGELA	
Postal Address (Owner): 3390 - VINETA	
Tel. No (Owner): 0812747657 / 0811492455	
E-mail Address (Owner): molongelaeh24@gmail.com	

Application for relaxation of: (Please tick appropriate)

(The written consent of the adjacent neighbors and a signed site plan must attached)

## A. Building Lines:

- For the relaxation of Rear Building Line  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter
- For the relaxation of Lateral Building Line  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter
- For the relaxation of Street Building Line  From: 3 meter to: 1.5 meter
- For the relaxation of Street Building Line (Garage)  From: 3 meter to: 0 meter

## B. Boundary Wall Height:

- For the relaxation of Rear Boundary wall  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter
- For the relaxation of Lateral Boundary wall  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter
- For the relaxation of Street Boundary wall  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter

C. Relaxation of setback - 1<sup>st</sup> or 2<sup>nd</sup> Floor

- For the relaxation of Rear Building Line  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter
- For the relaxation of Lateral Building Line  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter
- For the relaxation of Street Building Line  From: \_\_\_\_\_ meter to: \_\_\_\_\_ meter

## D. Relaxation of Building Height: (Indicate)

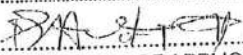
A site/building plans, signed by the relevant/affected neighbors must be attached; indicating the Plan number; \_\_\_\_\_ dated \_\_\_\_\_

(Plan must show, at least, existing site building lines and existing buildings, the location, height, use, design and extent of encroachment of proposed buildings.)

E. Relaxation of Garages (Maximum 100m<sup>2</sup>)

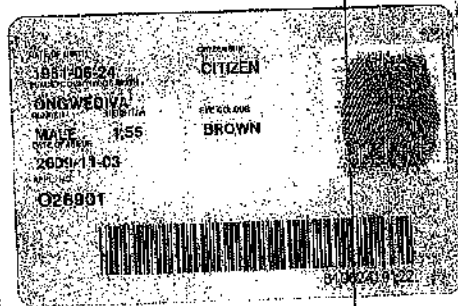
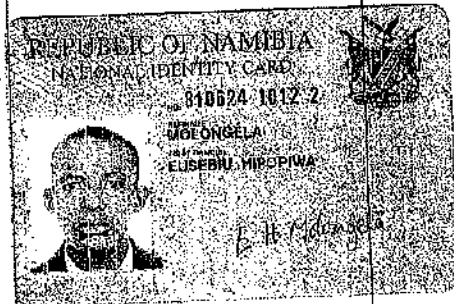
- For the relaxation of Garages  From: \_\_\_\_\_ m<sup>2</sup> to: \_\_\_\_\_ m<sup>2</sup>

## Reasons for the relaxation

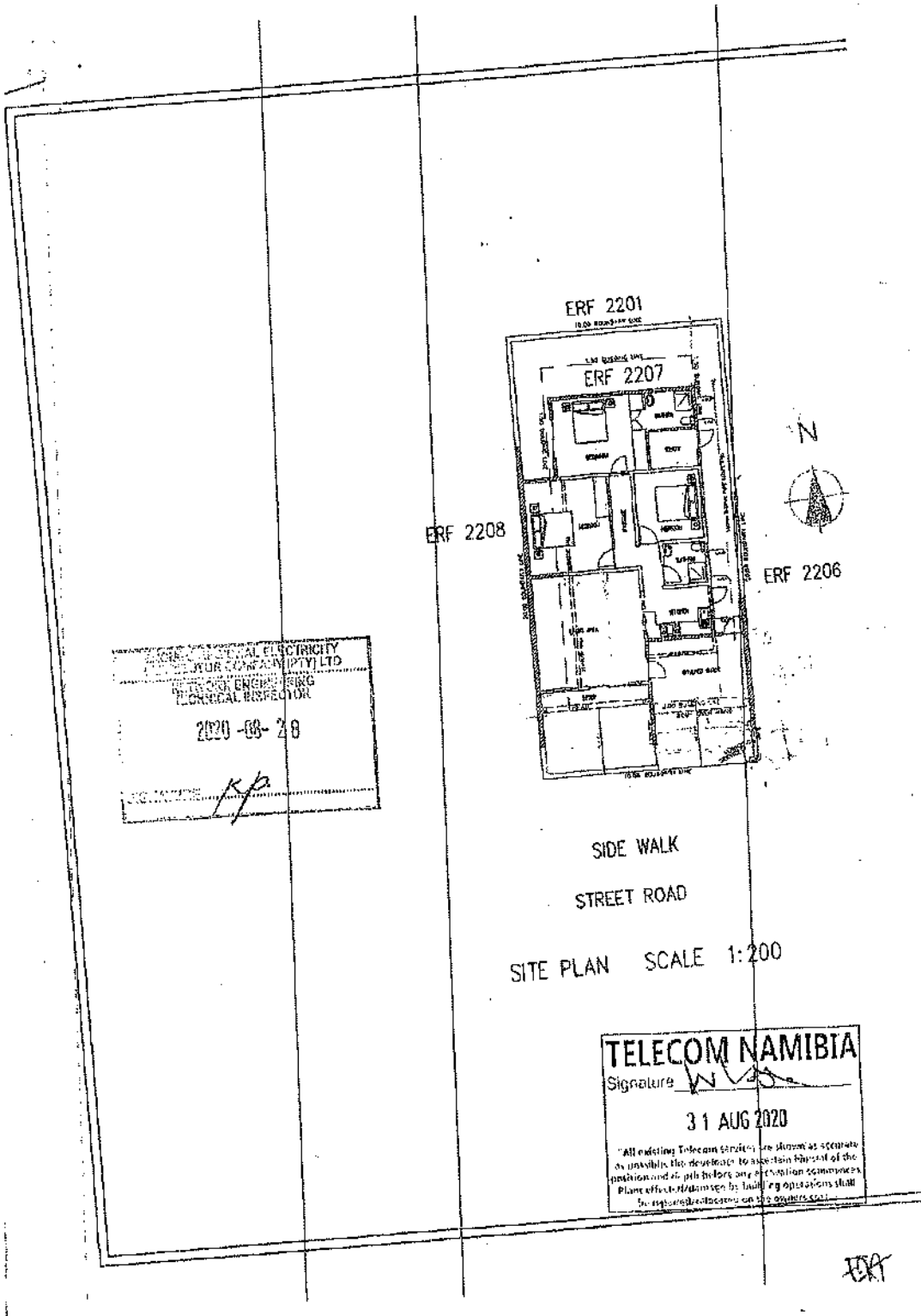
  
SIGNATURE OF APPLICANT or  
DULY AUTHORIZED PERSON  
WITH POWER OF ATTORNEY

02/10/2020  
DATE

SEE OVERLEAF FOR CONSENT INFORMATION



111C  
Tobias Appis



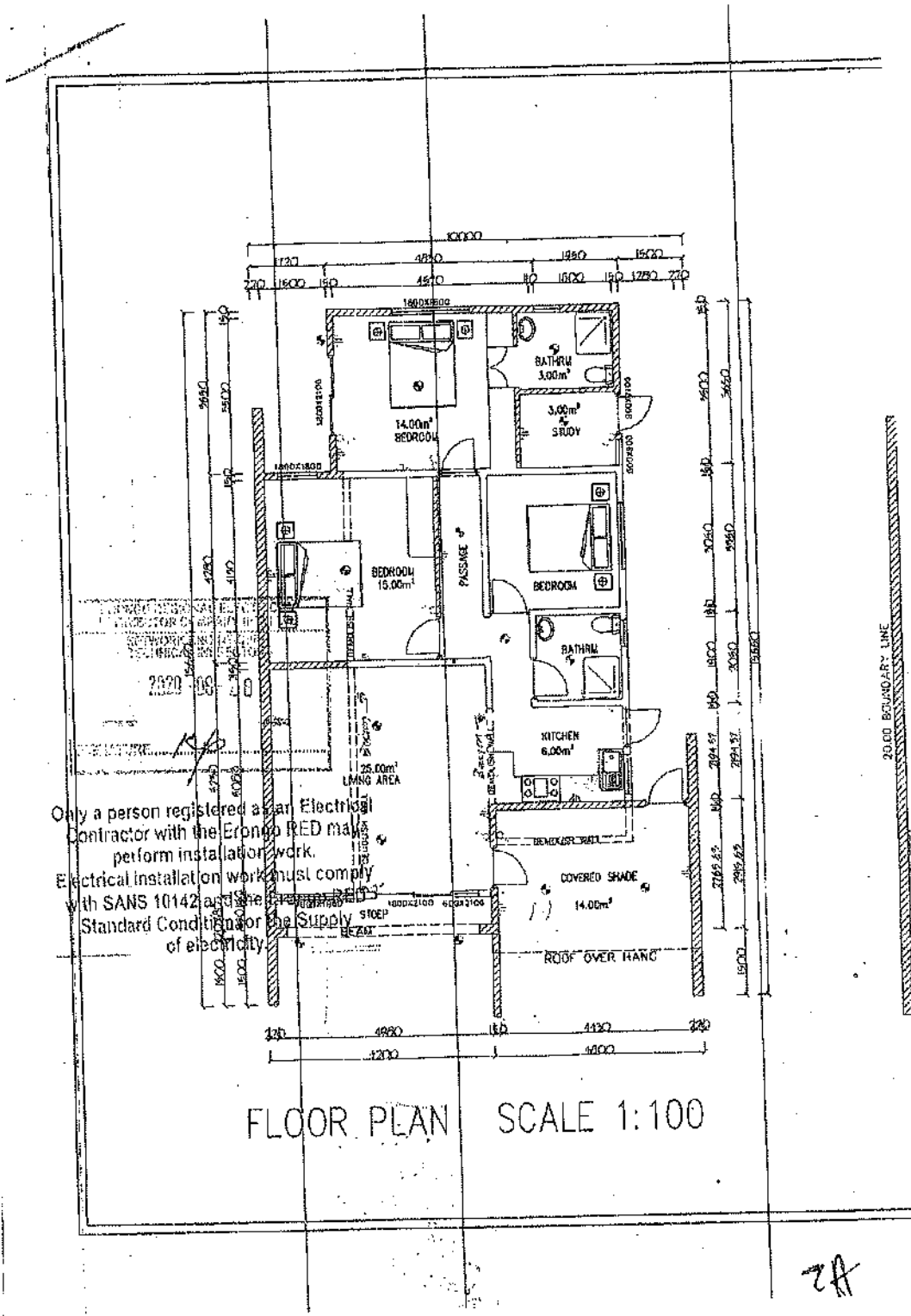
GENERAL ELECTRICITY  
ELECTRICIAN COMPANY (PTY) LTD  
ELECTRICAL ENGINEERING  
ELECTRICAL INSPECTOR  
2020-08-28  
KP

SITE PLAN SCALE 1:200

TELECOM NAMIBIA  
Signature *[Signature]*  
31 AUG 2020  
All existing Telecom services are shown as accurately as possible. The developer to ascertain the exact position and depth before any excavation commences. Plans effective from sign by building operations shall be responsible for location on the ground.

ERT





Only a person registered as an Electrical Contractor with the ERM or RED may perform installation work. Electrical installation work must comply with SANS 10142 and the Performance Standard Conditions of the Supply of electricity.

22

11.1.13

**GRIEVANCE FOR WRONGFUL DEBIT ON MUNICIPAL ACCOUNT  
70194900030 ERF 1949 FOR THE PERIOD OF 2014 TO 2020**

(C/M 2021/02/25 - 14/2/8/2)

Ordinary Management Committee Meeting of 11 February 2021,  
Addendum 8.4 page 20 refers.

---

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

**Introduction**

The client Anton G.B & EG submitted a grievance letter dated **10 September 2020** regarding refuse removal charges on their account statement. Their account statement indicates they have two refuse bins on their premises hence the charges. But the client refutes possession of two refuse bins at their premise for their domestic use.

Consequently, the client feels aggrieved that they have been paying huge amount since 2014 claiming it amounts to N\$7 240.40. The client is now demanding for the following:

1. For Council to credit their current services account; or,
2. Be exempted from paying future service accounts equal to the amount allegedly due to them.

As per standard procedure, upon receiving the grievance letter, the Health Services & Solid Waste Management Department do a site inspection and investigation about the alleged grievance and after concluding of the findings, a memorandum explaining and approving the amendments is then forwarded to the Finance Department for account adjustment.

In this case a memo was forwarded to the General Manager Finance to amend the refuse removal tariff at Erf 1949 with effect from **04 September 2020**. Amendment to the Municipal account 70194900030 was confirmed and credit was allocated as per memorandum of September 2020 by the Finance Department.

The aggrieved residents obtained records from an Officer at the Finance Department dating back to 2014 which records indicate that a levy for the removal of two bins were paid and no records exist to prove the case/status of the refuse removal needs at that time as well as why the residents were paying for two refuse bins. What is of concern is why the occupants of the said premise took 7 years to identify this error on their account.

Refunds are always done as from the date that the owner submits an application for the amendment of the levy and after it was found that the changed conditions is in fact valid. The aggrieved party only notified the Municipality in August 2020 and the amended levies were implemented as from **01 September 2020**.

**Attached** is a grievance letter received from Mr Anton, including account statements and memorandum from General Manager Health Services & Solid Waste Management in which they request Council for a refund of the difference in the levy charged for refuse removal, backdated to 2014.

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

**RECOMMENDED:**

- (a) That Council approves the refund of the difference in levy that would have been charged for servicing of only one refuse bin since 2014 and that the account of Messrs Anton GB & E.G be credited with the difference, in the amount of N\$7240.40.
  - (b) That Council accepts a policy to only amend the levies charged for removal of waste as from the date of notification and that backdated refunds not to be considered.
-

11.1.14 **TRANSFER OF ERF 2116, MATUTURA (EXT 10) TO FILLEMEON N  
NAMWEYA AND EVA NAMWEYA**  
(C/M 2021/02/25 - 2116 M)

Ordinary Management Committee Meeting of 11 February 2021,  
Addendum 8.7 page 29 refers.

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

1. **Introduction**

The purpose of this submission is to consider the request from Mr Namweya to transfer Erf 2116, Matutura into his name.

2. **Background**

In order to effectively implement the Mass Housing Development Program (MHDP), the Cabinet of the Republic of Namibia, came up with a cabinet decision No. 7/10.05.16/001 which outlines various criteria on how to allocate/ alienate houses constructed under the MHDP initiative (**Annexure "A"**) viz. that houses constructed under this project should only be sold to 'first time buyers'.

It is along these instructions that the Municipality and Messrs National Housing Enterprise (NHE) appointed Messrs Kinghorn Associates to ensure that all these modalities form part of the Tri-Party Sales Agreement which were drawn up for beneficiaries of this program (**Annexure "B"**). Messrs Kinghorn Associates together with other Council legal practitioners were further appointed as conveyancer for the MHDP houses. As such, they are required to administer the signing of the Tri Party Sales Agreement and also to carry out a deed search to confirm whether the applicants are indeed first time buyers. On the other hand, NHE is tasked to screening and approve applicants.

During September 2018, it was discovered that Mr and Mrs F Namweya previously owned Erf 1615, Mondesa (**Annexure "C"**). In light thereof and as per the Cabinet Decision No. 7/10.05.16/001 and Clause 6.5.3. of the Tri Party Sales Agreement, Mr Namweya's status was found to be in conflict with the definition of a first-time buyer. Subsequently Council returned the tri-party sales agreement unsigned back to Messrs Kinghorn Associates. In addition, the Municipality explained the matter to Mr and Mrs Namweya accordingly.

3. **Discussion**

Pursuant to the above findings and Council's withdrawal to sign the Tri Party Sale Agreement of Mr Namweya, the latter wrote a

letter to then Minister of Urban and Rural Development - Honourable Peya Mushelenga. In his response, the Minister insisted that Mr Namweya does not qualify for a house under the MHDP (**Annexure "D"**). In order to further advance his dissatisfaction, Mr Namweya once again approached the office of the Minister of Urban and Rural Development, Honourable Erastus Utoni for a second opinion. In a letter dated 9 November 2020, Honourable Utoni stated that ***"it is clear that Mr Namweya and his wife do not have any conventional properties registered under his name unless Council can prove otherwise and as such the Minister could therefore not find any logic why Mr and Mrs Namweya should not be given the opportunity to own the said property given that they can afford it"*** (**Annexure "E"**).

#### 4. Request By Mr Namweya

During December 2020, Mr Namweya visited our offices to once again call upon Council to immediately comply with the Minister instructions which will allow him to own Erf 2116, Matutura. He further maintained that the Minister is the head of Ministry thus has vested power to make decisions related to Mass Housing Development Project.

Mr Namweya insisted that in **September 2018**, the National Housing Enterprise Regional Manager for the Coastal Region - Mr Karl Schroeder also instructed Messrs Kinghorn Associates (conveyancer) to proceed with the registration of Erf 2116, Matutura into his name (**Annexure "F"**).

Mr Namweya further explain that the Local Authorities Amendment Act, 2018 (Act No 3 of 2018 describe *first time buyer* as ***a person who is not an owner of any other property in that particular local authority area***. From the above consideration, Mr Namweya is adamant that he completely qualified for the MHDP houses hence he is a *first time buyer* and does he have multiple houses under the MHDP.

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

#### RECOMMENDED:

That the Council approves the transfer of Erf 2116, Matutura to Mr and Mrs Namweya in line with the Minister of Urban and Rural Development's letter dated 09 November 2020.

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**ANNEXURE "A"**

REPUBLIC OF NAMIBIA

**OFFICE OF THE PRIME MINISTER  
CABINET SECRETARIAT**

Tel: (061) 287 9111  
Fax: (061) 226 189

**Secret**

Private Bag 19338  
WINDHOEK  
NAMIBIA

**CABINET ACTION LETTER**

**SUBJECT: PROPOSAL FOR THE SELLING OF HOUSES BUILT UNDER THE MASS HOUSING DEVELOPMENT PROGRAMME AT A DISCOUNTED RATE**

**PRESENTER: Urban and Rural Development**

**DECISION No. 7<sup>th</sup>/10.05.16/001**

**RESOLVED:**

1. That Cabinet take note that Ministry of Finance (Treasury) has been informed of the resolutions taken in the Steering Committee of Ministers;
2. That Cabinet approve that Government make use of the principle of average price across the country per core;
3. That Cabinet approve that the Government discount the selling price for the core (social) houses in line with the proposal of the Ministry of Finance, as per Annexure 3 of the Submission ;
4. That Cabinet approve that Government sells the conventional houses at a 0% subsidy in line with the proposal of the Ministry of Finance, as per Annexure 3 of the Submission;
5. That Cabinet direct that the houses built under this programme may not change ownership for the next ten (10) years, and in the event that the beneficiary wishes to sell a house under this programme, the Government will have the first option to buy it;

**Secret**

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6. That Cabinet direct that only first time buyers will be allowed to buy these houses and that Local Authorities transfer the land directly to the client;
7. That Cabinet direct that no multiple ownership of houses under the Mass Housing Development Programme in a single local authority or various authorities will be allowed;
8. That Cabinet authorize that the proceeds realized from the sale of the houses be deposited in a revolving fund bank account. That the said bank account, be audited on a monthly basis in order to trace repayment and facilitate ease reconciliation;
9. That Cabinet direct that the revolving fund account be used to finance future housing development projects; and
10. That Cabinet direct that the proceeds from the houses sold through the banks should be deposited into the revolving fund and that the National Housing Enterprise (NHE) be allowed to recover costs incurred for the servicing of these houses from the revolving fund.

**ADDITIONAL RESOLUTIONS:**

1. That Cabinet approve that vandalized houses be sold to interested buyers as is ("voetstoets") at discounted prices; and
2. That Cabinet direct the Ministry of Urban and Rural Development in close collaboration with the Ministry of Finance, the Office of the Attorney-General and other relevant Offices/Ministries/Agencies to develop an implementation strategy for the selling of the above-mentioned houses.

**IMPLEMENTER:** Urban and Rural Development

**AFFECTED:** Finance  
Attorney-General



Secret

MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN

AND

THE MUNICIPAL COUNCIL OF SWAKOPMUND

(hereinafter referred to as "the Council")  
and herein represented by

MARCO PETER CLIFF SWARTS

in the capacity as acting chief executive officer  
and

ERIKKIE SHITANA or KLEOPHAS JASON NGWENA

in the capacity as the Chairperson and Alternate Chairperson of the Management Committee  
and acting by virtue of the authority granted in terms of section 31A of the Local Authorities Act

AND

NATIONAL HOUSING ENTERPRISE

(referred to herein as "the NHE")

A body corporate established in terms of the provisions of the national Housing Enterprise Act, 5  
of 1993 read with the provisions of the National Building and Investment Corporation of South  
West Africa Proclamation AG. 60 of 1978

INTRODUCTION

- A. In terms of the Mass Housing Development Program and with specific reference to Cabinet resolution no. 7<sup>th</sup>/10.5.18/001, the Government of Namibia, through the NHE and local authority councils, makes available the improved properties to approved beneficiaries from applicants amongst the public, to enable the beneficiaries to become the owners of properties to serve as their primary residences.
- B. The Council is the registered owner of the Property herein referred to.
- C. The Property has been improved with a residential dwelling built by the National Housing Enterprise with funds emanating from the Government of Namibia, as part of the Mass Housing Development Program.
- D. The National Housing Enterprise, acting on directives from the Government of Namibia, administers the Mass Housing Development Program.
- E. In terms of the Mass Housing Development Program, the Council makes available suitable serviced land, against no costs to the beneficiaries or the NHE, where the Government of Namibia has undertaken to repay the Council an agreed amount towards the costs for servicing the land.
- F. In terms of the Mass Housing Development Program, the National Housing Enterprise acts as the Government's implementing agent and in doing so, *inter alia*:
  - F1 oversees the construction of residential dwellings, in accordance with fixed plans and specifications for approved types of residential dwellings;
  - F2 receive and evaluate the applications for housing from the public and, in accordance with allocation criteria and subject to availability, allocate housing to the

.....  
 Full Names and Surname: .....

.....  
 Namibian Identity No: .....

.....  
 Residential Address: .....

.....  
 Postal Address: P O Box .....

.....  
 Place of Work: .....

.....  
 Marital Status: MARRIED / UNMARRIED

.....  
 Telephone No. Work: Home: Mobile: .....

AND, IF MARRIED / A PERMANENT  
 LIFE-PARTNER, ALSO:

.....  
 Full Names and Surname of Spouse/Life Partner: .....

.....  
 Namibian ID No of Spouse/Life-Partner: .....

.....  
 Date of Marriage: .....

.....  
 Place of Marriage: .....

.....  
 Spouse/Partner's Telephone No. Work: Home: Mobile: .....

(Collectively hereinafter referred to as "the Beneficiary")  
 The intent being that spouses become joint owners of the Property, despite their marital regime.

ANNEXURE "B"

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**DONATION OF PROPERTY**

1. In execution of their agreement, the Council hereby donates to the Beneficiary and his/her spouse, who hereby accept the donation of the following Property, subject to the terms of this agreement, *inter alia*, against the Beneficiary taking up the obligation for the payment of the pre-determined costs for the development and construction of the dwellings on the land as herein provided:

CERTAIN	Erf No
SITUATE	In the Municipality of Swakopmund
MEASURING	Registration Division "G" Erongo Region
HELD BY	Square Meters

(hereinafter referred to as "the Property").

1.2 The Property is donated to the Beneficiary and his/her spouse or permanent life-partner, save where such permanent life-partner is married to another person. Where the beneficiary is more than one person, the Property is donated to both, who are to be the joint-owners of the Property, irrespective of their marital regime. In the event of the permanent life-partner of a Beneficiary being married to a person other than the Beneficiary, such life-partner shall, however, not be included as a Beneficiary nor become a co-owner of the Property.

1.3 The donation is made on the condition that the Beneficiary fully complies with all the terms of this agreement, including all obligations towards the NHE, failing which the donation may, in addition to any other remedies available to the Council or the NHE, be revoked when the Property will revert to the Council.

1.4 The parties agree that the value of the Property hereby donated shall be equal to the construction costs, as recorded in annexure B to this agreement.

1.5 For the purpose of this agreement, the Beneficiary shall mean the successful applicant for housing under the Mass Housing Development Program to whom the Property has been allocated and his/her spouse, being the person to whom he/she is legally married, or his/her permanent life-partner with whom he/she co-habits as if married, unless the

beneficiaries against the beneficiaries taking up the obligation for payment to the National Housing Enterprise of the pre-determined costs for the development and construction of the dwellings on the land;

F3 enters into an agreement with the beneficiaries for the repayment of the agreed construction costs of the dwellings, by means of agreed terms for its repayment, as further set out in this agreement.

G. The Beneficiary applied for and based on the application, the National Housing Enterprise allocated the Property to the Beneficiary under the Mass Housing Development Program.

H. This agreement records the terms on which the parties agreed the Beneficiary will become the owner of the Property and will pay to the National Housing Enterprise the construction costs of the dwelling.

life-partner is married to another person.

**2. CONDITIONAL DONATION**

2.1 The Property is donated to the Beneficiary, subject to the following specific conditions and obligations, which the parties record are material and the Council or the NHE may cause to be registered against the title deed of the Property:

2.1.1 The Beneficiary (or his/her successors in title) is restrained from the alienation of the Property or any share in the Property for a period of 10 years as from the date on which the transfer of the Property into the name of the Beneficiary is registered, unless the National Housing Enterprise has consented to such transfer in writing and the Property was offered in writing for sale to the National Housing Enterprise, who has rejected the offer in writing. The National Housing Enterprise shall, within 60 days of the receipt of the written offer, be entitled to accept the offer to purchase the Property at a price equal to the agreed costs for the construction of the Property herein recorded, plus the reasonable costs which the Beneficiary may have incurred to further permanently improve the Property (excluding the costs of maintenance and upkeep thereof), which costs shall be determined by an independent valuator appointed by the National Housing Enterprise, whose determination shall be final and binding on the parties. For the purposes of this clause 2.1.1, "alienation" shall not include the passing of ownership by means of marriage, inheritance or due to legal processes following divorce, sequestration or affecting the Beneficiary's legal status or capacity.

2.1.2 Any conditions imposed in terms of the provisions of the Townships and Division of Land Ordinance 11 of 1963 which may be applicable to the Property.

2.1.3 For as long as the Beneficiary (or his/her successors in title) is restrained from the alienation of the Property in terms of clause 2.1.1 above and unless the National Housing Enterprise has given their prior written consent thereto, which consent it may give on such conditions it deem fit at the time:

- (a) the Property shall only be occupied as a residential dwelling by the Beneficiary and his/her or his/her spouse's immediate family and at any one stage by no more than 7 (seven) persons, inclusive of any children. For the purposes of this clause 2.1, "spouse" shall include the Beneficiary's

permanent life partner with whom he/she co-habits, as if married. For the purposes of this agreement "immediate family" shall mean the Beneficiary's or his/her spouse's children and grandchildren; the Beneficiary's or his/her spouse's siblings with whom is shared at least one parent and their children; the Beneficiary's or his/her spouse's parents or grandparents and their children;

(b) the Beneficiary shall not be entitled to rent out the Property or any portion thereof;

(c) the Beneficiary shall not cede or assign any of his/her rights or obligations under this agreement.

**3. CONSTRUCTION OF THE RESIDENTIAL DWELLING**

3.1 NHE has constructed a residential dwelling on the Property, as described in Annexure "A" to this agreement.

3.2 The dwelling has been constructed of the size, lay-out and with the finishing and specifications that are materially in accordance with the approved building plans and specifications accompanying the approved plans.

3.3 The Beneficiary may have access to and receive a copy of the approved building plans and specifications, on his/her request.

3.4 The approved plans and specifications for the dwelling in the Property are incorporated into this agreement by reference thereto.

3.5 The dwelling has been constructed and finished in accordance with all the applicable laws, including the Council's by-laws, building regulations, and those applicable to construction of residential dwellings.

3.6 The NHE accepts that it is liable for and hereby warrants and guarantees the quality of the construction of the dwelling, including the foundations and structures erected, the electrical, water and sewerage systems installed, which the NHE hereby confirms to have been constructed of a satisfactory quality, in a workman-like manner and with suitable materials, given a residential dwelling of its size, nature and location.

3.7 The Beneficiary shall notify the NHE in writing of any defects to the dwelling, within a period of 4 (four) months of the registration date, upon the receipt of which NHE shall be

- 5.2 Upon the NHE having tendered occupation, the Beneficiary shall be deemed to have taken possession of the Property on the date of delivery of its keys to him/her or his/her assignee. Signing of the form of receipt of the keys shall serve as *prima facie* proof of delivery of the keys in terms hereof.
- 5.3 The Beneficiary shall be liable for all municipal charges including those pertaining to water, sewerage, electricity or other and in respect of any rates and taxes payable in respect of the Property, as from the date of possession and, in any event, as the owner of the Property, as from the registration date.
- 5.4 In the event of the Property not appearing on the municipal valuation roll on the date of possession of the date of registration, the Beneficiary agrees to pay municipal rates levied on an amount equal to the construction costs as if it was a provisional valuation; provided that any such payment is subject to revision as soon as the valuation of the Property is entered on the Council's valuation roll.
- 5.5 The Beneficiary shall maintain the buildings at a value of not less than the municipal valuation thereof, which valuation may, as part of the Council's statutory process, be reviewed from time to time.
- 5.6 The Beneficiary shall use the Property only as referred to in clause 2.1.3 above.
- 5.7 The following further conditions, all of which shall be material terms of this agreement, shall apply for the period between the date of possession or the registration date, whichever date occurs first, until the construction costs have been fully paid, during which period, the Beneficiary:
  - 5.7.1 shall at his/her expense keep the Property including the grounds in a clean, tidy and sanitary condition free from rubbish and litter to the satisfaction of the NHE and the Council;
  - 5.7.2 shall not use or permit the use of the Property for any illegal or improper purpose, nor do or permit any act or thing which may be or become any annoyance or cause damage or disturbance to the Council or the occupiers of any adjoining property, nor shall the Beneficiary do or permit any act or thing which may endanger the said Property or any part thereof or prejudice the fire insurance

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- 3.10 obliged to rectify and repair any such latent or patent defects found to have been attributable to the construction of the dwelling or the materials used, within 4 months of the receipt of the notice.
- 3.8 As from the registration date, the risk in and to the Property and the dwelling shall rest on the Beneficiary, who shall be obliged to maintain, repair and keep the dwelling and the Property in a good condition and state of repair.
- 3.9 The NHE shall not beyond the terms of this clause 3 have any liability whatsoever towards the Beneficiary for latent or patent defects to the dwelling.
- 3.10 The Council shall have no liability of whatsoever nature towards the NHE or the Beneficiary pertaining to the dwelling or the Property, which it donates "as is" (voetstoots). Without limiting the aforesaid, the Council does not in any manner with the donation of the Property herein recorded, warrant or guarantee in whatsoever nature to the NHE or to the Beneficiary that the Property or the dwelling are suitable for the purposes of a residential dwelling for use by the Beneficiary.
- 4. **PAYMENT OF THE CONSTRUCTION COSTS**
- 4.1 The parties agree that the costs of improving the Property with a residential dwelling constructed by NHE, is the amount as indicated in annexure "B" hereto, being the sum of the costs for the land, the construction of the dwelling and the professional and other fees for services rendered to develop the Property and the dwelling and to have the Property transferred to the Beneficiary (collectively referred to herein as "the construction costs").
- 4.2 The Beneficiary shall pay the construction costs to NHE without deduction or set-off and free of any banking charges:
  - (a) on the registration date; or
  - (b) by means of installments,
 and as further recorded in annexure "B" hereto. (Delete whichever is not applicable.)
- 5. **POSSESSION AND OCCUPATION AND USE OF THE PROPERTY**
- 5.1 The Beneficiary shall be entitled and obliged to take possession of and to occupy the Property as from the registration date or as soon as the NHE tenders to the Beneficiary

other person in or about the Property any commercial activity, an auction or sales of any nature whatsoever, without the Council's or the NHE's prior consent;

5.7.9 shall not erect or allow anyone to erect or occupy any informal housing or any informal structures on the Property or to effect or construct any improvements, housing or structures on the Property, unless same shall fully comply with the applicable laws, including the by-laws and regulations administered by the Council;

5.7.10 shall not dispose of the Property of any share therein by sale, donation, exchange or any other voluntary means, without the prior written consent of the NHE;

5.7.11 shall not cede or assign any of his/her rights and obligations under this agreement to anyone else.

6. ALLOCATION CRITERIA

6.1 This agreement is concluded on the basis that the Beneficiary meets the criteria which the Council and the NHE determined for the allocation to Beneficiaries of properties of a similar nature, as part of its administration of and the conditions made applicable to the Mass Housing Development Program. These criteria are listed herein below and are hereinafter referred to in this agreement as "the allocation criteria".

6.2 It is agreed that prior to or simultaneously with the signing of this agreement, the Beneficiary must complete the Council's and/or the NHE's standard written application to be allocated a Property as part of the Mass Housing Development Program.

6.3 The Beneficiary hereby confirms and warrants that the contents and the information he/she supplied by means of the standard written application and as recorded in annexures C1 and C2, which is hereby incorporated in to form part of this agreement, are accurate, true and correct.

6.4 The parties record that the Council and the NHE have agreed to enter into this agreement with the Beneficiary, on the basis that the Beneficiary complies with and meets the allocation criteria, which the Beneficiary herewith warrants he/she meets and complies with.

6.5 In this regard, the Beneficiary (which includes his/her spouse and permanent life-partner,

thereon or increase the rate of premium therefore;

5.7.3 shall not contravene or permit the contravention of any of the conditions of the title deeds with which the Beneficiary holds the title to the Property;

5.7.4 shall not contravene or permit the contravention of any laws, which the Beneficiary is required to observe by reason of his/her occupation or ownership of the Property;

5.7.5 shall keep the interior and exterior of the Property and any fixtures thereon in a fit and proper state of repair, which obligations shall include the responsibility for repair, replacement and the upkeep of all structures thereon, including the roof, roof covering, ceilings, walls, windows, window frames and frames, glass window panes, doors, locks and keys, floor covering, fittings, the interior electrical reticulating system, lights bulbs and plugs, the warm-water geyser and water reticulation system, taps and baths, sewerage and drainage system, lavatory accessories, normal wear and tear excepted. In the event of the Beneficiary failing so to effect such repairs as herein provided, the NHE may effect same and the Beneficiary shall forthwith refund to the NHE the reasonable costs thereof;

5.7.5 shall not be entitled to withhold or delay payment of any monies due to the NHE or the Council in terms of this agreement or otherwise, by reason of the Property or any part thereof being in a defective condition or in a state of "miss-repair" or for any other reason;

5.7.6 agrees that the NHE or the Council shall not be liable to the Beneficiary or his/her employees, workmen, guests or visitors to the Property or any person associated with him/her for any claim arising from death or injury to any person or the loss or damage caused to property through or while being on or using any portion of the Property, whether or not caused by the negligence of NHE or the Council, its servant or agents, or by theft, fire, storm, water-damage or through any other cause whatsoever and however occasioned;

5.7.7 shall not instruct or pay anybody for repair or maintenance work on behalf of the NHE without the NHE's prior written consent, which shall not be unreasonably withheld;

5.7.8 shall not conduct or allow to be conducted, on his/her behalf or on behalf of any

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hereby undertakes to immediately upon becoming aware thereof, disclose to the NHE and the Council any change in his/her status or any change in his/her circumstances, which may or is likely to cause him/her not to comply with the allocation criteria.

6.6 In the event of the Beneficiary not complying with any of the allocation criteria, the Beneficiary shall be in breach of a material term of this agreement, entitling the Council and/or the NHE to, in addition to any other remedy it may have in law, to immediately cancel this agreement and have the Property re-transferred into the Council's name at the Beneficiary's costs.

6.7 The Beneficiary and his/her spouse or life-partner shall complete and sign the sworn declarations attached as annexures "C1" and "C2" to his agreement, in confirmation of the information relevant to the allocation criteria.

#### 7. TRANSFER AND BOND REGISTRATION

7.1 Transfer of the Property to the Beneficiary shall be given as soon as possible after the Council is able to give transfer and against payment of the construction costs or the registration of a first mortgage bond in favour of NHE, to secure the agreed down-payment of the construction costs, on such terms as NHE may agree with the Beneficiary.

7.2 Transfer shall furthermore not be given, unless:

7.2.1 the NHE has concluded the construction of the dwelling in compliance with the Council's building regulations and by-laws and the NHE having obtained the Council's completion certificate to that effect;

7.2.2 the Beneficiary has complied with his/her obligations to participate in the transfer process, supplied the information and documents required thereto and has attended to such administrative requirements which the Council or the NHE may determine as reasonably necessary prior to transfer;

7.2.3 the Council has been able to comply with all the legal requirements of the town planning disciplines and processes and those applicable to the donation of immovable property in terms of the Local Authorities Act, when applicable.

7.3 The NHE may agree with a Beneficiary on the down-payment of the construction costs in

as referred to herein) hereby specifically records and warrants that he/she complies with the following allocation criteria, namely:

6.5.1 The Beneficiary is a Namibian citizen at the time of the conclusion of this agreement and will remain a Namibian citizen during the period when any portion of the construction costs remains unpaid;

6.5.2 The Beneficiary is at least 21 (twenty-one) years old at the time of the conclusion of this agreement;

6.5.3 The Beneficiary is a first-time home owner. For the purpose of this agreement, a first-time home-owner means that, as at the date of the Beneficiary signing this agreement and never before, neither the Beneficiary nor his/her spouse or permanent life-partner owns or has owned or is within the immediate future by voluntary act likely to own any immovable property or any share therein, situated anywhere in Namibia and neither the Beneficiary, his/her spouse or permanent life-partner has or had or is within the immediate future likely to so acquire an interest in any entity or arrangement, which owns or owned any immovable property anywhere in Namibia, nor has the Beneficiary, his/her spouse or permanent life partner participated in any other national housing program within Namibia;

6.5.4 The Beneficiary acquires the Property as a domestic dwelling for occupation by himself/herself and his/her spouse and their immediate family, as referred to herein;

6.5.5 The Beneficiary does not acquire and will not take transfer or hold the Property as a nominee of another person or in terms of any agreement or arrangement in terms whereof any person other than the Beneficiary has an interest or share in or would obtain an interest or share in or benefit from the Property, to which an owner thereof may ordinarily be entitled;

6.5.6 The Beneficiary's financial information supplied with his/her application for housing is true and correct and meets the financial criteria determined by the NHE or the Council, for any person to be allocated and to acquire a similar property in terms of the Mass Housing Development Program;

6.5.7 During the period prior to the registration date, the Beneficiary is obliged and

- 9. BREACH**
- 9.1 In the event of:
- 9.1.1 the Beneficiary failing to make any payment in terms of this agreement or any of the parties failing to comply with any obligations placed upon him/her in terms of this agreement ("the breach") and, generally, failing to rectify the breach within 7 days of delivery of written demand thereto by another non-defaulting party, or
- 9.1.2 the Beneficiary failing to make payment of his/her monthly instalments towards the outstanding balance of the construction costs to the NHE, in that event immediately,
- the non-defaulting party entitled to the performance shall be entitled (but not obliged) and without prejudice to any other rights of recourse or any other remedy which it may have in law;
- 9.1.3 to claim specific performance of the obligations placed upon the defaulting party in terms of this agreement or, if applicable, to claim immediate payment of the full outstanding balance of the construction costs then still due; or
- 9.1.4 to cancel this agreement and to claim re-possession and/or re-transfer of the Property (as the case may be) and the payment of any arrear payments due in terms of this agreement together with interest thereon at the prescribed rate and/or such damages as the non-defaulting party may have suffered.
- 9.2 In the event of the cancellation of this agreement, the NHE shall be entitled to retain all payments made by the Beneficiary in terms hereof, in which event all payments made by the Beneficiary shall be regarded as compensation for the Beneficiary's enjoyment and entitlement to use the Property up to date of cancellation.
- 9.3 Any costs incurred by any party in the enforcement of the terms of this agreement and/or its remedies under this agreement shall be recoverable from the defaulting party, on a scale as between attorney and own client.
- 10. GENERAL**
- 10.1 The Beneficiary undertakes to vacate the Property immediately on termination of this agreement, it being agreed that no right to tenancy beyond the cancellation of this agreement is created herein.

- monthly instalments, which repayment terms are to be recorded in writing and attached to this agreement. The Beneficiary's repayment obligations shall be secured by a first mortgage bond to be registered over the Property in favour of the NHE on the latter's customary terms and conditions.
- 7.4 Transfer of the Property shall be effected by the Council's conveyancers. The registration of the mortgage bond in favour of NHE shall be effected by NHE's conveyancers.
- 7.5 All documents necessary to effect transfer of the Property in the name of the Beneficiary shall be prepared by the Council's conveyancers and that pertaining to the registration of the mortgage bond shall be prepared by NHE's conveyancers.
- 7.6 All direct costs, legal expenses and moneys due in respect of the registration of transfer and the bond registration or any costs in relation thereto (including the transfer fees, stamp duty, transfer duty and any other related expenses, if any), as well as the costs of this agreement and any other legal costs related thereto, are for the account of NHE, and are regarded as included in the construction costs as referred to herein.
- 8. FULL RECORD OF THE AGREEMENT AND NO INFORMAL AMENDMENT OR WAIVER**
- 8.1 The parties acknowledge that the provisions of this agreement constitute the entire record of the terms of their agreement and that no undertakings, promises, warranties or representations have been made by either party to the other, save as is set out in this agreement.
- 8.2 No alteration, addition or amendment to, or consensual cancellation of this agreement or the waiver of any rights in terms of this agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of both parties.
- 8.3 Neglect by the Council or the NHE to claim strict performance by the Beneficiary of his/her obligations in terms of this agreement or the granting of extension to the Beneficiary to fulfil any of his/her obligations in terms of this agreement, shall not prejudice the NHE's or the Council's rights in terms of this agreement and shall not be deemed as a novation of the agreement or a tacit waiver of their rights in terms hereof nor shall it be applied against them by means of estoppel by representation.

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- 11.2 Any party hereto shall be entitled to change its *domicilium* from time to time, provided that any new *domicilium* is an address within the Republic of Namibia and such change will only be effective upon receipt of a notice to that effect.
- 11.3 All notices given in terms of this agreement shall be given in writing and may either be sent by pre-paid post, in which event it shall be deemed to be received 5 (five) days after posting, or shall be delivered to the above physical address, in which event it shall be deemed to have been received when so delivered. Notices may also be given by other means, in which event, however, no deeming provisions relating to its receipt shall apply.

**12. JURISDICTION OF THE COURTS**

The parties hereby consent to the jurisdiction of the Magistrate Court in respect of any action, which may result from this agreement, including all eviction proceedings, claims for damages and other actions as a result of the breach of this agreement by the parties. Notwithstanding such consent by the parties, they shall have the right to institute any action in the High Court according to their decision and absolute discretion.

- 10.2 The Beneficiary undertakes to maintain the beacons of the Property that they remain distinguishable.
- 10.3 This agreement shall be binding on the Beneficiary's successors in title.
- 10.4 The Council and/or the NHE may cede and assign their rights and obligations in terms of this agreement to any other person, provided they have given written notice thereof to the Beneficiary.
- 10.5 Where the beneficiary, as referred to herein, is more than one person, i.e. being spouses or permanent life-partners, such persons shall be jointly and severally liable to the NHE and the Council for the due compliance with the Beneficiary's obligations under this agreement.
- 10.6 Any claim which the NHE may in law have against the Council arising from the improvement of the land by the development and construction of a dwelling thereon, be that claim based on enrichment or otherwise, shall be limited to:
  - 10.6.1 the amount of the construction costs referred to herein and in particular, the balance of the construction costs which NHE was unable to recover from the Beneficiary in terms hereof; and
  - 10.6.2 to circumstances where the Council is or becomes the registered owner of the Property.

**11. DOMICILIUM**

- 11.1 The parties hereto respectively choose as their *domicilium citandi et executandi* for all purposes of and in connection with this agreement as follows:
  - 11.1.1 the BENEFICIARY: the Property
    - The postal address on page 1 to this agreement
  - 11.1.2 the Council:
    - the Municipal Office Complex
    - Rakatoka street Swakopmund
    - P O Box 53 Swakopmund
  - 11.1.3 the NHE:
    - .....
    - P O Box ..... Windhoek

Thus done and signed by the Council at Swakopmund on the ..... day of ..... 2018.

AS WITNESSES:

- 1. ....  
ACTING CHIEF EXECUTIVE OFFICER
- 2. ....  
CHAIRPERSON MANAGEMENT COMMITTEE / ALTERNATE

Thus done and signed by the National Housing Enterprise at ..... on the ..... day of ..... 2018.

AS WITNESSES:

- 1. ....  
FOR THE NATIONAL HOUSING ENTERPRISE
- 2. ....

Thus done and signed by the Beneficiary at ..... on the ..... day of ..... 2018.

AS WITNESSES:

- 1. ....  
THE BENEFICIARY
- 2. ....  
SPOUSE OF THE BENEFICIARY

**Annexure "A" to Agreement**

Concise description of dwelling to be constructed on the Property:

Dwelling with / of (delete whichever not applicable):

No of sleeping rooms: one / two / three

Kitchen: yes / no

Bathrooms: one bathroom / two bathrooms

Garage: yes / no

Warm water geyser: yes / no

Boundary fence: yes / no

Windows and doors: yes / no

Floor covering: cement / tiles / other

Roof covering: type: .....

Ceiling: yes / no type: .....

Approximate size of house: ..... square meters



**Annexure "B" to Agreement**

**Payment of Construction Costs**

The construction costs payable by the Beneficiary to NHE shall be the sum of:

N\$ .....

**Payment of the construction costs by means of instalments**

In the event of the construction costs being payable to NHE by means of monthly instalments, the following shall apply:

1. The construction costs shall be payable in monthly instalments of no less than N\$..... per month over the period of ..... years.
2. The initial monthly instalment payable at the commencement of the repayment period, shall represent payment of the following amounts:

- Capital repayment: N\$ .....
- Interest repayment: N\$ .....
- Short term insurance premium: N\$ .....
- Life insurance premium: N\$ .....

3. The Beneficiary shall commence with the repayment of the construction costs in monthly instalments, as from the first day of the calendar month following the registration date.
4. The unpaid portion of the construction costs shall attract interest at the rate of ..... % per annum, calculated and capitalized monthly in arrears as from the date of registration.
5. The instalments shall be paid at the offices of NHE or by payment into NHE's bank account nominated for this purpose, with each payment clearly reflecting NHE's reference number, namely .....

Currently, the bank account nominated for this purpose is:

Account holder: .....

Account no: .....

Branch: .....

6. The Beneficiary shall be entitled to repay the full outstanding balance of the construction costs at any time.

7. The payment of the construction costs shall be secured by the registration of a first mortgage bond over the Property in favour of the National Housing Enterprise on NHE's customary terms and conditions. The mortgage bond shall be registered by NHE's conveyancers at the cost of NHE.

8. Notwithstanding anything to the contrary herein contained, it is expressly agreed that in the event of the Beneficiary failing to pay the monthly instalments referred to herein on the due date thereof, notwithstanding any previous acceptance or previous waiver by NHE, the full outstanding balance of the construction costs shall then immediately become due and payable to NHE.

Annexure C1 to agreement

**SWORN DECLARATION BENEFICIARY UNDER MASS HOUSING DEVELOPMENT SCHEME**

(This declaration is to be made by each of the beneficiaries of the property. The beneficiary and his/her spouse and/or his/her permanent life-partner must each make a declaration.)

I, the undersigned,  
Full Names and Surname of beneficiary: .....  
Namibian ID No: .....  
Full Name and Surname of Spouse / Permanent Life-partner: .....  
Namibian ID No (spouse/life partner): .....

hereby states the following facts under oath:

1. My full names and surname(s); identity number(s) and marital status are correctly recorded above.
2. I applied for and intend to acquire immovable property from the Swakopmund Municipality as part of the Mass Housing Development Program of the Government of Namibia. This declaration is made in support of that application and the agreement concluded thereto.
3. I make this declaration knowing that any false information which I may provide herein may cause me to forfeit the property I intend to acquire and that furnishing false information in this declaration is wrong and is a punishable criminal offence.
4. I am 21 years or older at the time of signing this declaration. I am a Namibian citizen. I am: married ..... unmarried ..... in a permanent live-in relationship with a life-partner ..... (mark with a ✓ whichever is applicable)
5. Neither me nor my spouse nor my life-partner have ever owned any immovable property anywhere in Namibia and I am not likely to own such property in the near future.
6. I acquire the property as a primary domestic dwelling for occupation by myself, my spouse/life-partner and our immediate family.
7. I do not acquire the property on behalf of anyone else or by agreement or arrangement that anyone else will have any benefits from the property.
8. I have not participated in any other national housing program within the area of jurisdiction of any local authority within Namibia.
9. The facts recorded in and referred to in this declaration and the application forms I completed and any supporting documents or vouchers, including any financial information provided, are true and correct.

Signature of beneficiary .....  
I hereby certify that the above deponent(s) have signed this declaration in my presence and that the deponent(s) acknowledged that he/she/they understand the contents of this declaration; that the facts in this declaration are true and correct and that he/she/they regard the oath as binding on his/her/their consciences, whereafter he/she/they declared "the content of this statement is true, so help me God", and whereafter I have signed this certificate at ..... (place) on this ..... day of ..... 2018.

.....  
Commissioner of Oath

Annexure C2 to agreement

**SWORN DECLARATION BY SPOUSE OR LIFE-PARTNER OF BENEFICIARY OF PROPERTY IN MASS HOUSING DEVELOPMENT SCHEME**

(This declaration is to be made by the spouse or permanent life-partner of the beneficiary.)

I, the undersigned,  
Full Names and Surname: .....  
Namibian ID No: .....  
Full Name and Surname of Spouse / Permanent Life-partner (the Beneficiary): .....  
Namibian ID No (spouse/life partner): .....

hereby state the following facts under oath:

1. My full names and surname(s) and identity number(s) are correctly recorded above.
2. My spouse / life-partner, as referred to above, and myself applied for and intend to acquire immovable property from the Swakopmund Municipality, as part of the Mass Housing Development Program of the Government of Namibia. This declaration is made in support of that application.
3. I make this declaration knowing that any false information which I may provide herein may cause me, my spouse or life-partner to forfeit the property he/she/ave intend to acquire and that furnishing false information in this declaration is wrong and is a punishable criminal offence.
4. I am 21 years or older at the time of signing this declaration. I am a Namibian citizen. I am: married ..... unmarried ..... in a permanent live-in relationship with a life-partner ..... (mark with a ✓ whichever is applicable)
5. Neither me nor my spouse nor my life-partner, have ever owned any immovable property anywhere in Namibia and I am not likely to own such property in the near future.
6. I take part in the acquisition of the property to serve as a primary domestic dwelling for occupation by myself, my spouse/life-partner and our immediate family.
7. I do not take part in the acquisition of the property on behalf of anyone else or by agreement or arrangement that anyone else will have any benefits from the property.
8. I have not participated in any other national housing program within the area of jurisdiction of any local authority within Namibia.
9. The facts recorded in and referred to in this declaration and the application forms I completed and any supporting documents or vouchers, including any financial information, are true and correct.

Signature of Spouse / Life-partner of Beneficiary .....  
I hereby certify that the above deponent(s) have signed this declaration in my presence and that the deponent(s) acknowledged that he/she/they understand the contents of this declaration; that the facts in this declaration are true and correct and that he/she/they regard the oath as binding on his/her/their consciences, whereafter he/she/they declared "the content of this statement is true, so help me God", and whereafter I have signed this certificate at ..... (place) on this ..... day of ..... 2018.

.....  
Commissioner of Oath

Original Council Meeting - 28 February 2018

156


ORIGINAL	
STAMPED	
DUTY	N\$5000
FEES	✓

Prepared by me

  
 CONVEYANCER  
 ROSSOUW, WJ

DEED OF TRANSFER T 4039 / 2015

BE IT HEREBY MADE KNOWN:

THAT ~~WILLEM JACOBUS ROSSOUW~~ Andreas Hertzog Potgieter  
 appeared before me Registrar of Deeds at Windhoek, he/she the said  
 Appearer being duly authorised thereto by a Power of Attorney granted to  
 him/her by 

FILEMON NAMPALA NAIWEYA  
 Identity Number: 740608 0031 7

and



EVA NAIWEYA  
 Identity Number: 851112 1039 3  
 Married in community of property to each other.

dated the 28<sup>th</sup> day of May 2015 and signed at SWAKOPMUND

N F. 

- 2 -

and the said Appearer declared that his said constituent had truly and legally sold on 21 January 2015 and that he in his capacity aforesaid, did by these presents, cede and transfer, in full and free property, to and on behalf of

**SAM HALUPE**  
Identity Number: 620026 0028 0

and

**LAVINIA NELAO HALUPE**  
Identity Number: 670704 0034 9  
Married in community of property to each other.

Their Heirs, Executors, Administrators or Assigns

<b>CERTAIN</b>	Remainder of Erf No. 1615 (a Portion of Erf No. 62) Mondesa	A
<b>SITUATE</b>	In the Municipality of Swakopmund Registration Division "G" Erongo Region	
<b>MEASURING</b>	170 (One Seven Nil) Square Metres	
<b>FIRST</b>	registered by Certificate of Registered Title No. T.2653/1999 with Diagram S.G. No. A.867/1998 relating thereto and held by Deed of Transfer No. T.2191/2001.	
<b>SUBJECT</b>	to the following conditions imposed in terms of the Town Planning Ordinance, 1954 (Ordinance 18 of 1954), as amended, namely:	

**IN FAVOUR OF THE LOCAL AUTHORITY:**

- A. The erf shall only be used or occupied for purposes which are in accordance with, and the use or occupation of the erf shall at all times be subject to, the provisions of the Windhoek Town Planning Scheme prepared and approved in terms of the Town Planning Ordinance 1954 (Ordinance 18 of 1954), as amended.
- B. The building value of the main building, excluding the outbuilding to be erected on the erf shall at least four times the municipal valuation of the erf.

UN N.P. 1

WHEREFORE the Appearer renouncing all the right and title which the said TRANSFEROR heretofore had to the premises, did, in consequence also acknowledge the said TRANSFEROR to be entirely dispossessed of, and disentitled to, the same; and that by virtue of these presents the said TRANSFEREES their heirs, executors, administrators or assigns, now are and henceforth shall be entitled thereto, conformably to local custom, the State, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its rights, and finally acknowledging that the purchase price is the sum of N\$650 000,00.

SIGNED at WINDHOEK, on 2015-07-16, together with the Appearer, and confirmed with my seal of office.

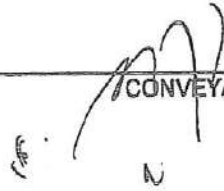
  
Signature of Appearer



Transfer Duty Certificate No. 303122534 for N\$500,00  
Issued by the Receiver of Revenue at Windhoek on 3 July 2015

(Checked) 1.  2. 

I the undersigned, WILLEM JACOBUS ROSSOUW, Conveyancer hereby certify in terms of Section 78 of Act 23 of 1992 that all rates leviable in respect of such immovable property in terms of this Act, and all the fees, charges and other moneys due to the local authority council in respect of any service, amenity or facility supplied to such property in terms of this Act, inclusive of any availability charge and minimum charge provided for in section 30(1)(u) has been paid up to and including the date of registration hereof.

  
CONVEYANCER



Republic of Namibia

## Ministry of Urban and Rural Development

Enquiries: Ms E. Sabati  
Tel: (+264+61) 2975036  
Fax: (+264+61) 29175159

Government Office Park  
Luther Street

Private Bag 13289  
Windhoek, Namibia

Our Ref: 9/2/1  
Your Ref:

Date: 12 November 2019

### OFFICE OF THE MINISTER

Mr Filemon Nampala Namweya  
Swakopmund  
Cell no: 0812558269  
Email: [fnamweya@yahoo.com](mailto:fnamweya@yahoo.com)

Dear Mr. Namweya

**SUBJECT: FEEDBACK ON THE TRANSFER OF ERF 2116 MATUTURA (EXT 10); MUNICIPAL COUNCIL OF SWAKOPMUND//FILEMON NAMPALA NAMWEYA AND EVA NAMWEYA**

We refer to your email communication dated 19 July 2019 enquiring about your eligibility to be allocated a house under the Mass Housing Development Programme (MHDP), and your other email communication dated 19 September 2019.

The outcome of our investigation into your complaint has revealed the following:

1. The allocation of the house (Erf 2116, Matutura Ext. 10) to you was not done in accordance with the laid down (Cabinet Decision No: 7<sup>th</sup>/10.05.16/001). The specific rule which was not complied with is that "only first time buyers will be allowed to buy these houses".
2. On your part, it has been noted that while you have signed an occupational rental agreement with NHE which obliges you to pay NS\$2,908.71 per month, you are in arrears in excess of NS\$2,356.78. This means that you are in contravention of the agreement. Your reported failure to honour your rental payment is of great concern and cast serious doubt of your credit worthiness.

In light of the above I am advising you to arrange for another place for renting or buying, because you don't qualify for houses under MHDP.

Yours sincerely,

DR. PEYA MUSHELENGA, MP  
MINISTER

ANNEXURE "D"

"D"



Republic of Namibia

---

**Ministry of Urban and Rural Development**


---

Enquiries: Ms E. Sabati  
Tel: (+264+61) 2975036  
Fax: (+264+61) 29175159

Government Office Park  
Luther Street

Private Bag 13289  
Windhoek, Namibia

Our Ref: 9/2/1  
Your Ref:

Date: 12 November 2019

---

**OFFICE OF THE MINISTER**

Mr Filemon Nampala Namweya  
Swakopmund  
Cell no: 0812558269  
Email: [fnamweya@yahoo.com](mailto:fnamweya@yahoo.com)

Dear Mr. Namweya

**SUBJECT: FEEDBACK ON THE TRANSFER OF ERF 2116 MATUTURA (EXT 10):  
MUNICIPAL COUNCIL OF SWAKOPMUND//FILEMON NAMPALA  
NAMWEYA AND EVA NAMWEYA**

We refer to your email communication dated 19 July 2019 enquiring about your eligibility to be allocated a house under the Mass Housing Development Programme (MHDP), and your other email communication dated 19 September 2019.

The outcome of our investigation into your complaint has revealed the following:

1. The allocation of the house (Erf 2116, Matutura Ext. 10) to you was not done in accordance with the laid down (Cabinet Decision No: 7<sup>th</sup>/10.05.16/001). The specific rule which was not complied with is that "only first time buyers will be allowed to buy these houses".
2. On your part, it has been noted that while you have signed an occupational rental agreement with NHE which obliges you to pay N\$2,908.71 per month, you are in arrears in excess of N\$52,356.78. This means that you are in contravention of the agreement. Your reported failure to honour your rental payment is of great concern and cast serious doubt of your credit worthiness.

In light of the above I am advising you to arrange for another place for renting or buying, because you don't qualify for houses under MHDP.

Yours sincerely,

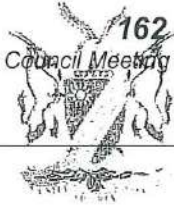
**DR. PEYA MUSHELENGA, MP  
MINISTER**

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*All official correspondence must be addressed to the Executive Director*

ANNEXURE "E"

19.03.21.21.21  
E 2116 M Per



ANNEXURE "E"

Republic of Namibia

Ministry of Urban and Rural Development  
OFFICE OF THE MINISTER

Enquiries: A. Haradoeb  
Tel: (+264+61) 297-5213  
Fax: (+264+61) 297-5305

Government Office Park  
Luther Street

Private Bag 13289  
Windhoek, Namibia

Our Ref.:  
Your Ref.:

Date: 9 November 2020

His Worship Nehemiah Solomon  
Mayor, Municipality of Swakopmund  
P. O. Box 53  
SWAKOPMUND;



Your Worship,

**RE: TRANSFER OF ERF 2116 MATUTURA EXT 10: MUNICIPALITY OF SWAKOPMUND // FILLEMON NAMWEYA AND EVA NAMWEYA**

The above subject matter bears reference as per the Municipality's communiqué to Mr. Namweya on 12 October 2020.

I wish to inform your good office that the above stated matter has been brought to my attention for intervention. Thus, after I perused through the attached documents, I do not see any occupational agreement between the Namweya family and NHE beside the home loan sale agreement. Also in accordance with the Deed office letter of 15 October 2019, it is clear that Mr. Namweya (74060800317) do not have any conventional properties registered under his name and neither his wife unless council can prove otherwise.

In that light, I do not see any problem for them (Mr. & Mrs. Namweya) to be given the opportunity to own the said property given that they can afford to pay.

Therefore, I wish to request your good office to look into this matter and assist the Namweya family in that regard. Kindly, please furnish my office with the outcome of your intervention.

Please accept Your Worship, the assurances of my highest esteem.

Yours Sincerely,

HON. ERASTUS A. UTONI, MP  
MINISTER



17-03-2016

E 2116M



Head Office  
Gen. Murtala Muhammed Ave, Eros  
P.O. Box 20192, Windhoek  
Tel: +264 (61) 292 7298  
Fax: +264 (61) 292 7271  
info@nhe.com.na  
www.nhe.com.na

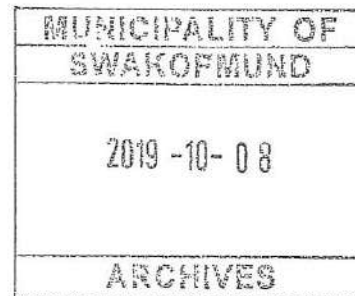
ANNEXURE F

OFFICE OF THE CHIEF EXECUTIVE OFFICER

Enquiries: Mr T Nghikongwa

02 October 2019

Mr Nghidinua Daniel  
Executive Director  
Ministry of Urban and Rural Development  
Private Bag 13289  
WINDHOEK



Dear Mr Daniel

**TRANSFER OF ERF 2116 MATUTURA (EXT 10): MUNICIPAL COUNCIL OF SWAKOPMUND//FILLEMON NAMPALA NAMWEYA AND EVA NAMWEYA**

I refer to your letter dated 09 September 2019, on the above subject matter.

We have made an investigation into the matter and confirm that Mr and Miss Namweya were allocated a house and signed the sales agreement on the 7 June 2017 under the Mass Housing Development Programme as per the criteria of NHE and MHDP terms and conditions.

During the process of transferring and registration of the property into their names it has come out that Mr/Mrs Namweya previously had a property (Erf. 1516, Mondesa, Swakopmund) in their name. This property was sold and transferred to a new owner in 2015 as per the confirmation letter from ENSafrica (Annexure A) and proof of Deed of Transfer (Annexure B) that was later provided to our office on the 5<sup>th</sup> September 2018.



Handwritten signature or initials at the bottom right corner.



Ordinary Court Sittings 25 February 2021

REPUBLIC OF NAMIBIA

OFFICE OF THE PRIME MINISTER  
CABINET SECRETARIAT

Tel: (061) 287 9111  
Fax: (061) 226 189

Secret

Private Bag 13336  
WINDHOEK  
NAMIBIA

CABINET ACTION LETTER

**SUBJECT:** PROPOSAL FOR THE SELLING OF HOUSES BUILT UNDER THE MASS HOUSING DEVELOPMENT PROGRAMME AT A DISCOUNTED RATE

**PRESENTER:** Urban and Rural Development

**DECISION No.** 7<sup>th</sup>/10.05.16/001

**RESOLVED:**

1. That Cabinet take note that Ministry of Finance (Treasury) has been informed of the resolutions taken in the Steering Committee of Ministers;
2. That Cabinet approve that Government make use of the principle of average price across the country per core;
3. That Cabinet approve that the Government discount the selling price for the core (social) houses in line with the proposal of the Ministry of Finance, as per Annexure 3 of the Submission ;
4. That Cabinet approve that Government sells the conventional houses at a 0% subsidy in line with the proposal of the Ministry of Finance, as per Annexure 3 of the Submission;
5. That Cabinet direct that the houses built under this programme may not change ownership for the next ten (10) years, and in the event that the beneficiary wishes to sell a house under this programme, the Government will have the first option to buy it;

Secret

11.1.15 **WRITING-OFF OF REDUNDANT ITEMS AT THE HEALTH SERVICES & SOLID WASTE MANAGEMENT DEPARTMENT**  
(C/M 2021/02/25 - 16/2/6/1)

Ordinary Management Committee Meeting of 11 February 2021, Addendum 8.9 page 54 refers.

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

The General Manager: Health Services & Solid Waste Management has identified the following items to be obsolete and redundant:

No.	Description of items	Serial Number	Status
1.	2 x Toilet bush holders	N/A	Good
2.	1 x LG TV Monitor	009SK01281	Good
3.	1 x Wall-Mounted TV Stand	N/A	Good
4.	1 x LG Video Cassette Recorder (VCR)	GC290SW	Good
5.	1 x HP Office Jet Pro 8100	CN25SBQ14N	Broken
6.	54x Videocassettes(Health Education)	N/A	Good/obsolete
7.	HP OfficeJet 7612 Photocopy Machine	CN8274R090	Broken
8.	1 x Elegance Quartz (Electric) Heater	Model No. EL-12	Broken
9.	1 x Urn (Electric Water Boiler)	Item No. KLY-D200A2-1	Broken

The Management Committee is therefore requested to confirm the redundancy and that these items be put up for auction at the first opportunity.

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

**RECOMMENDED:**

**(a) That the Council takes note of the listed redundant items:**

No.	Description of items	Serial Number	Status
1.	2 x Toilet bush holders	N/A	Good
2.	1 x LG TV Monitor	009SK01281	Good
3.	1 x Wall-Mounted TV Stand	N/A	Good
4.	1 x LG Video Cassette Recorder (VCR)	GC290SW	Good
5.	1 x HP Office Jet Pro 8100	CN25SBQ14N	Broken
6.	54x Videocassettes(Health Education)	N/A	Good / Obsolete
7.	HP Office Jet 7612 Photocopy Machine	CN8274R090	Broken
8.	1 x Elegance Quartz (Electric) Heater	Model No. EL-12	Broken
9.	1 x Urn (Electric Water Boiler)	Item No. KLY-D200A2-1	Broken

**(b) That the listed redundant items be auctioned at the next upcoming auction.**

**(c) That the Chief Executive Officer and the Chairperson of the Management Committee determine the upset prices for the listed redundant items.**

11.1.16

**ERONGO RED: MANDATE FOR COUNCIL'S REPRESENTATIVES:  
ANNUAL GENERAL MEETING: 26 FEBRUARY 2021**

(C/M 2021/02/25 - 11/1/4/17)

Ordinary Management Committee Meeting of 11 February 2021, Addendum 9.2 page 06 refers.

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

Notice has been given that the Annual General Meeting of shareholders of Erongo Regional Electricity Distributor Company (Proprietary) Limited (Erongo RED) which will be held at The Dome Conference Centre, Swakopmund on **Friday, 26 February 2021 at 10:00**

Council on 2 February 2016, item 11.1.4 resolved as follows:

*That the following Councillors attend all Erongo RED Shareholder meetings:*

- Chairperson of Management Committee
- Alternate Chairperson of Management Committee (Secundi)
- Any other member of Management Committee in the absence of the secundi

Council's representative will have to speak and vote on Council's behalf or to abstain from voting at the **Annual General Meeting**, Management Committee/Council is requested to furnish their representatives being the Chairperson of Management Committee and the Chief Executive Officer with mandates with regard to the matters listed below; one vote per share:

		For	Against	Abstain
1.	To approve the minutes of the previous AGM held on 31 July 2020			
2.	To receive, consider and adopt the Annual Financial Statements of Erongo RED for the year ended 30 June 2020			
3.	To receive and note the Finance Report			
4.	To confirm dividends declared for the year ended 30 June 2020			
5.	To appoint/confirm appointment of Auditors Ernst & Young			
6.	Appoint/confirm appointment of Directors in terms of the Shareholders agreement			

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

**RECOMMENDED:**

- (a) That the mandate given to the Chief Executive Officer to represent Council at the Erongo RED Annual General Meeting together with the Chairperson of the Management Committee on 23 March 2021, in Walvis Bay, be approved.
- (b) That the mandate be condoned for the matters as set out in the table below for the Annual General Meeting:

		For	Against	Abstain
1.	To approve the minutes of the previous AGM held on 31 July 2020	√		
2.	To receive, consider and adopt the Annual Financial Statements of Erongo RED for the year ended 30 June 2020	√		
3.	To receive and note the Finance Report	√		
4.	To confirm dividends declared for the year ended 30 June 2020	√		
5.	To appoint/confirm appointment of Auditors Ernst & Young	√		
6.	Appoint / confirm appointment of Directors in terms of the Shareholders agreement	√		
7.	To discuss, approve and resolve on Shareholder representation on Erongo RED Board and or appointment of Directors	√		
8.	To resolve to vary or amend Clause 4.3.1 of the Shareholders agreement	√		

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**ERONGO REGIONAL ELECTRICITY DISTRIBUTOR COMPANY  
(PROPRIETARY) LIMITED - REG NO. 2004/074**  
(Incorporated in the Republic of Namibia)

**NOTICE OF ANNUAL GENERAL MEETING**

---

**SHAREHOLDERS:**

Municipality of Walvis Bay represented by Hon. Cllr Leroy Victor  
Municipality of Swakopmund represented by Mr. Alfeus Benjamin  
NamPower represented by Mr. Simsun Haulofu  
Municipality of Henties Bay represented by Ms. Elizabeth Coetzee  
Arandis Town Council represented by Mr. Stanley Norris  
Municipality of Omaruru represented by Mr. Alphons Tjitombo  
Usakos Town Council represented by Hon. Mayor Mr Asker Mwafangeyo  
Karibib Town Council represented by Mr. Lesley Goraseb  
Uis Village Council represented by Ms. Ludmilla Doeses  
Erongo Regional Council represented by Ms. Ludmilla Doeses

**REGISTERED ADDRESS:**

91 Hage Geingob Street  
Walvis Bay  
Namibia

**AUDITORS:**

Ernst & Young

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**NOTICE OF ANNUAL GENERAL MEETING**

Notice is hereby given that the Annual General Meeting of shareholders of Erongo Regional Electricity Distributor Company (Proprietary) Limited (Erongo RED) will be held at Protea Hotel – Pelican Bay, Esplanade Road, Walvis Bay on Friday, 26 February 2021 at 10h00 to consider, and if approved, pass the following resolutions with or without modification.

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**AS ORDINARY RESOLUTIONS**

1. Opening of the meeting:
  - 1.1 Welcome by the Chairperson
  - 1.2 Attendance and Proxies
  - 1.3 Adoption of Agenda
2. To approve the minutes of the previous Annual General Meeting held on 31 July 2020 (Enclosure 1)
3. Matters arising from the previous Annual General Meeting held on 31 July 2020
4. To receive, consider and adopt the Annual Financial Statements of Erongo RED for the year ended 30 June 2020 (Enclosure 2)
5. To receive consider and note the Finance Report: Financial Executive Manager. (Enclosure 3)
6. To receive, consider and confirm declaration of dividends for the year ended 30 June 2020 (Enclosure 4)
7. To appoint/confirm appointment of Auditors Ernst & Young. (Enclosure 5)
8. To appoint/confirm appointment of Directors in accordance with the Shareholders Agreement. (Enclosure 6)
9. Other business that may be transacted at an annual general meeting.
10. Closure of meeting

**QUORUM**

No business shall be transacted at the General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, the quorum for any general meeting of the Shareholders of the Company is at least 1 (one) duly authorised representative from each Shareholder, present in person or by proxy.

**APPROVALS REQUIRED FOR RESOLUTIONS**

Resolutions enumerated under points 2 – 8 (excluding point 3) above require approval of at least 75% (seventy-five percent) of the number of Shareholders entitled to vote, regardless of the weighted average of Shareholding held by each Shareholder.

**ATTENDANCE AND VOTING OF SHAREHOLDERS**

Any Shareholder is entitled to attend and vote at the meeting or to appoint a representative to attend, speak and vote in their stead. The person so appointed need not be a Shareholder of the Company. The Shareholders entitled to vote may, at any Shareholder Meeting, only vote on a poll.

The Chairperson of the Meeting of Shareholders does not have a second and casting vote in addition to his ordinary vote as representative of a Shareholder.

A company or body corporate may, by resolution of its Directors or other governing body, authorise any person to act as its representative at any meeting of any company by which it is a member or at any meeting of any class of members of that company.

Resolutions and proxies must be forwarded to **Ms Kauli Nghishitende of Erongo RED** at [knghishitende@erongored.com.na](mailto:knghishitende@erongored.com.na) or by fax + 264 64 214673 by no later than **Monday, 22<sup>nd</sup> February 2021 at 10:00**

**BY ORDER OF THE BOARD OF DIRECTORS**

Ms ZOE YN NAMBAHU  
CHAIRPERSON

WALVIS BAY  
18 JANUARY 2021



**ERONGO REGIONAL ELECTRICITY DISTRIBUTOR COMPANY  
(PROPRIETARY) LIMITED – REG NO. 2004/074**

**PROXY**

I/We, ..... representing the shareholder  
..... of Erongo Regional Electricity Distributor Company  
(Proprietary) Limited hereby appoint .....  
as my proxy to act for me at the annual general meeting of shareholders of the company  
to be held at Protea Hotel – Pelican Bay, Esplanade Road, Walvis Bay, on Friday, 26  
February 2021 at 10h00 and at any adjournment thereof.

As my/our proxy to attend, speak and vote for me/us and on my/our behalf or to abstain  
from voting at the Annual General Meeting of the Company and at any adjournment  
thereof, as follow:

	Insert an "X" or the number of votes exercisable (one vote per share)		
	In favour of	Against	Abstain
1. To approve the minutes of the previous Annual General Meeting held on 31 July 2020			
2. To receive, consider and adopt the Annual Financial Statements of Erongo RED for the year ended 30 June 2020			
3. To receive and note the Finance Report			
4. To receive and confirm declaration of dividends for the year ended 30 June 2020			
5. To appoint/confirm appointment of Auditors Ernst & Young			
6. To appoint/confirm appointment of Directors in terms of the Shareholders Agreement.			

11.1.17 **INFORMATION REQUESTED ON THE OPERATIONS OF THE LAW ENFORCEMENT TRAFFIC SECTION - SWAKOPMUND MUNICIPALITY**  
(C/M 2021/02/25 - 8/1/1)

Ordinary Management Committee Meeting of 11 February 2021, Addendum 9.4 page 14 refers.

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

**1. Introduction**

The objective of this submission is to provide information to the Management Committee on the operations of the Law Enforcement (Traffic) Section of the Municipality of Swakopmund.

**2. Background**

The Traffic Section comprise of following staff compliment as indicated below:

Manager: Emergency & Law Enforcement	1
Senior Traffic Officers	2
Traffic Officers	12
<b>TOTAL</b>	<b>15</b>

**3. Employment Contracts:**

The 12 Traffic Officers were appointed independently as per their appointment letters. The table below outlines the appointment conditions of these 12 traffic officers:

No	Name	Year	Working Condition
1	S. Hansen	2007	Work in shifts
2	D Uirab	2008	Normal working hours: Monday - Thursday from 07:30-16:30, 1 hour lunch at 13H00, Friday-07:30-16:00
3	B Khaibeb	2008	Normal working hours: Monday - Thursday from 07:30-16:30, 1 hour lunch at 13H00, Friday-07:30-16:00
4	R Dai	2009	Work in shifts
5	A Olyn	2013	Work in shifts
6	R Karigub	2013	Work in shifts
7	P Nomiseb	2013	Work in shifts
8	R Mundjindi	2017	Work in shifts
9	S Namiseb	2018	Work in shifts
10	N Shingenge	2019	Work in shifts
11	L Lehanie	2020	Work in shifts
12	K Kalwenya	2020	Work in shifts

In view of the above, all Traffic Officers are issued with a duty roster which requires them to work in shifts from 07:00 until 15:00 and 14:00 until 22:00 from Monday to Thursdays. Friday, Saturdays and Sundays they work until 24:00 and are

compensated for the overtime on Saturday and Sunday. In addition, overtime is also paid when providing special services such as VIP and funeral escorts, or special operations.

Swakopmund has grown in leaps and bounds over the past years and the booming mining industry and its activities had an enormous impact on all facets of life in the town, including traffic volumes.

Despite the vast expansion of Swakopmund throughout the years, the 12 Traffic Officers have to cover the following suburbs:

- CBD, inclusive of Kramersdorp;
- Vineta;
- Mile 4;
- Vogel strand;
- Waterfront;
- Mondesa;
- Tamariskia;
- Matutura;
- Ocean View (old and new);
- Exits to Walvis Bay, Henties Bay, Arandis and DRC Settlement.

#### **4. Monthly Duty Plan/Roster:**

A traffic officer's daily activities are governed by a roster that is a balanced mix of administrative work, court appearances and road-side duties. The officers will start off his or her day at their desk, completing any necessary administration before heading out on the road or vice versa.

While on roadside duty, traffic officers are expected to enforce the National Road Traffic & Transport Act (Act 22/99) & Regulations (GN 53/2001) and also all other relevant laws.

The traffic officers attached to the Swakopmund Municipality are divided into 2 shifts, consisting of six (6) members per shift. The duty roster is inclusive of weekends and Public Holidays (**Annexure "A"**).

A shift commander is appointed for each shift on a monthly basis and the duties of such a shift commander amongst other is to coordinate the work and activities of the shift members and getting the members to work together to accomplish tasks as required. These tasks include attending to accidents, complaints, escorts, school visitations, vehicle and speed checks, illegal parking, roadblock assistance for Nampol, loads on vehicles, visible policing, car guard operations etc. The Senior Traffic Officers only work overtime if need be in instances like State visits where their presence is required by Protocol and during special operations undertaken by the Section.

The traffic officers, after their working hours as scheduled, remain on standby for after hour calls. These calls are received by the Senior Traffic Officers and then channeled through to the respective officers on standby.

Each Traffic Officer is required to complete a weekly production sheet which is submitted to the Senior Traffic Officers to be reviewed, combined and included in the Monthly Report that is submitted to the Management Committee.

#### 5. Lists of Equipment:

All officers are provided with the following equipment:

No	Traffic Officer (personal)	No	Patrol Vehicle
1	Rugger 9 mm Fire arm x 20 rounds	1	Patrol car
2	Handheld Radio with charger	2	Long distance Radios
3	Digital safe	3	Orange Cones x6
4	Hand cuffs	4	Dash cam Cameras
5	Torch (LED)	5	Barrier Tape
6	Clipboards	6	Red Triangle
7	Teargas	7	Vehicle Log Book
8	Door tags		Blue & red Lights with PA system.
9	Cell phone		
10	Face value books		
11	File Holder		
12	Traffic badges		
13	Name plates		
14	Shoulder Flashes		
15	Uniforms (Council Res: 24/08/2009 7 15/07/2010)		
16	Dairies		
17	Tyre gauges		
18	Ellen Keys x 2		

#### 6. List of registered Taxi Operators

At present there are **573** registered taxis with the Swakopmund Municipal Traffic Section. The taxi numbering system was initiated during 2014 and was done manually during that time. Currently the section has an electronic system which entails the following procedures:

- The vehicle (taxi) is brought for inspection and verification with the original transportation permit of which a copy is made and kept as reference.
- All the details of the permit holder as well as the vehicle particulars are then logged into the data system.

This has proven to be very successful when it comes to the tracing of these vehicles especially with regard to criminal activities as this numbers are easier to remember than the number plate of the motor vehicle.

#### 7. GPS Tracking devices on all Municipal Vehicles:

Over the past three years, the municipality of Swakopmund has embarked on installing GPS devices in all 142 municipal vehicles to assist in minimizing the unlawful use of municipal vehicles. So far 69 out of 142 vehicles are fitted with the GPS Tracking devices while the remaining 73 vehicles will be installed with the device once the procurement process has been finalized.

The vehicle workshop section is responsible for the maintenance, repairs, as well as arrangements for servicing of the municipal fleet on a regular basis. In addition, they are also tasked with the monitoring of all municipal fleet daily and report any suspected misuse to the respective head of department.



8. **By Laws:**

The Traffic Section together with other stakeholders drafted the **Street and Traffic Regulations** in 2018. These By-Laws were sent to our legal practitioners, Conradie & Damaseb, for assessment and finalization but unfortunately, it was not finalized soon enough. Subsequently, during 2019, the same By-Laws were submitted to Messrs. Kinghorn Associates for their legal opinion however the process are still not finalized.

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

**RECOMMENDED:**

- (a) **That Council takes note of the operations of the Law Enforcement Traffic Section.**
  - (b) **That the General Manager: Economic Development Services follows up on the progress made on the draft Traffic By- Law with feedback to Management Committee.**
-

TRAFFIC SERVICES: SWAKOPMUND MUNICIPALITY												
A - SHIFT						B-SHIFT						
HANSEN	UIRAB	NAMISEB	KHAIBEB	NOMISEB	LEHANIE	REMARKS / SPECIAL DUTIES	DAI	KARIGUB	MUNDJINDI	OLYN	SHINGENGE	KALWENYA
811274335	811274350	811244275	811274365	811438794	811244263		811274374	811438795	811444437	811438793	811244264	813673982
1	B	B	B	B	B		A	A	A	A	A	A
2	A	A	A	A	A		B	B	B	B	B	B
3	B	B	B	B	B	NAMPOL JOINT OPS	A	A	A	A	A	A
4	A	A	A	A	A		B	B	B	B	B	B
5	D	D	D	D	D		C	C	C	C	C	C
6	D	D	C	C	C	SATURDAY	REST	REST	REST	REST	REST	REST
7	14:00-17:00	17:00-20:00	10:00-14:00	REST	REST	SUNDAY	REST	REST	REST	REST	REST	REST
8	A	A	A	A	A		B	B	B	B	B	B
9	B	B	B	B	B		A	A	A	A	A	A
10	A	A	A	A	A		B	B	B	B	B	B
11	B	B	B	B	B	NAMPOL JOINT OPS	A	A	A	A	A	A
12	C	C	C	C	C		D	D	D	D	D	D
13	REST	REST	REST	REST	REST	SATURDAY	D	D	D	C	C	C
14	REST	REST	REST	REST	REST	SUNDAY	10:00-14:00	14:00-17:00	17:00-20:00	REST	REST	REST
15	B	B	B	B	B		A	A	A	A	A	A
16	A	A	A	A	A		B	B	B	B	B	B
17	B	B	B	B	B	NAMPOL JOINT OPS	A	A	A	A	A	A
18	A	A	A	A	A		B	B	B	B	B	B
19	D	D	D	D	D		C	C	C	C	C	C
20	C	C	C	C	C	SATURDAY	REST	REST	REST	REST	REST	REST
21	REST	REST	REST	10:00-14:00	14:00-17:00	SUNDAY	REST	REST	REST	REST	REST	REST
22	A	A	A	A	A		B	B	B	B	B	B
23	B	B	B	B	B	NAMPOL JOINT OPS	A	A	A	A	A	A
24	A	A	A	A	A		B	B	B	B	B	B
25	B	B	B	B	B	NAMPOL JOINT OPS	A	A	A	A	A	A
26	C	C	C	C	C		D	D	D	D	D	D
27	REST	REST	REST	REST	REST	SATURDAY	C	C	C	C	C	C
28	REST	REST	REST	REST	REST	SUNDAY	17:00-20:00	10:00-14:00	14:00-17:00	REST	REST	REST
												
												
							<b>SHIFT COMMANDERS</b> ADMINISTRATION SENIOR T/O: TRUDIE XOAGUB 811224679 OPERATIONS SENIOR T/O : TOMAS SHINDUME 811274330					
							SHIFT COMMANDERS ALPHA - SHIFT B. KHAIBEB Weekends BRAVO - SHIFT A.A. OLYN Weekends					

Everyone is a moon and has a dark side which he never show to anybody

MARK TWAIN

11.1.18

**SALE OF ERF 5002, SWAKOPMUND - APPLICATION FOR EXTENSION OF TIME TO PAY THE PURCHASE PRICE**

(C/M 2021/02/25 - E 5002)

Ordinary Management Committee Meeting of 11 February 2021, Addendum 10.1 page 03 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 additional extension of time for payment of the purchase price for Erf 5002, Swakopmund by Ane's Guest House CC t/a Atlantic Villa Guest House.

On **25 June 2020**, Council under item 11.1.2 approved an extended period to settle the purchase price for Erf 5002, Swakopmund which lapsed on **01 February 2021**.

Quoted for ease of reference the Council decision:

- (a) *That Council approves the application by Ane's Guest House CC trading as Atlantic Villa Guest House for an extension of the due date until 31 January 2021, to secure the purchase price of Erf 5002, Swakopmund, subject to the purchaser signing the deed of sale which provides for interest on the purchase price.*
- (b) *That Ane's Guest House cc trading as Atlantic Villa Guest House be reminded that the purchase price for the property is N\$860 600.00; and interest calculated from 22 January 2020 until 31 January 2021 amounts to N\$78 302.81.*
- (c) *That no further extensions be granted.*

On **02 February 2021** the attached e-mail was received from Mr G van der Merwe representing Ane's Guest House CC (**Annexure "A"**), requesting for an additional 6-month period to settle the purchase price for Erf 5002, Swakopmund which is used for parking purposes.

**2. Background**

An application dated **12 July 2018** was received from the purchaser to purchase Erven 5002, 5003, 5004 and 5005 for parking and the future expansion of the guesthouse (Atlantic Villa).

On **28 March 2019** Council approved the sale of only Erf 5002, Swakopmund. The purchase price was approved on **29 August 2019**.

On **27 May 2019** the purchaser had a meeting with the Chief Executive Officer requesting permission to develop parking (interlocks and boundary wall) on the erf while the transaction is being finalized. Permission was subsequently granted per letter dated **12 June 2019**. The parking area was developed and completed.

The Ministry of Urban and Rural Development granted approval to proceed with the transaction on **22 January 2020**. Council's conveyancer was requested on 11 February 2020 to compile a deed of sale. A draft deed of sale was received on 17 February 2020 and amendments returned to the conveyancer on 03 March 2020. A second draft was received from the conveyancer on **13 March 2020**. Due to the lockdown period the deed of sale was not yet finalized and signed.

The due date for payment was Thursday, **21 May 2020** (being 120 days from the date the Ministry of Urban and Rural Development gave permission to proceed with the sale).

A letter dated **07 April 2020** was received from the purchaser requesting extension of time until January 2021 to settle the purchase price in the amount of N\$860 000.00. Documents from financial institutions confirming the effect of the State of Emergency Lockdown was attached to the said letter.

Council considered the application and on **25 June 2020** granted extension of time to perform until **31 January 2021** (a Sunday, therefore **01 February 2021**) was the due date.

The location of Erf 5002, Swakopmund in Extension 14:



### 3. Current Situation

On **01 July 2020** the purchaser was informed in writing of the above extension of time granted by Council. The deed of sale was forwarded to the purchaser for signing on **06 October 2020**.



Instruction to transfer was given on **23 October 2020** and a copy of the deed of sale and transfer letter was sent to the purchaser. A reminder to perform was issued on **13 January 2021**.

**Attached as Annexure "B"** is a report from the conveyancer dated **02 February 2021**.

#### 4. Discussion

As per **Annexure "A"** the purchaser explains the effect of the Covid-19 pandemic on the tourism industry; and offers to pay N\$ 8 900.00 rental per month for the extended period until the property is paid and transferred.

In terms of the deed of sale, the purchaser is levied from 22 January 2020 10.25% interest per annum on the purchase price of N\$860 000.00 and is also responsible for payment of rates and taxes.

Calculated until **02 August 2021** the interest on the purchase price amounts to N\$116 004.16 (see **Annexure "C"**).

#### Considerations:

- ① *Although Council can consider the cancellation of the transaction, **the property was developed and is not suitable for sale as a residential erf due to the natural floodwater drainage because of the location of the erf.***
- ② *The purchaser is offering occupational rent in the amount of N\$8 900.00 per month.*
- ③ *The purchaser is responsible for the payment of rates and taxes for the erf from 22 January 2020, in the amount of N\$ 1 460.34 per month. Attached as **Annexure "D"** is a statement reflecting an outstanding amount of N\$18 984.42.*
- ④ *Council will earn interest due to the extension of time for the payment in the amount of N\$116 004.16.*

Council in the past approved various applications for extensions of time to perform.

Should Council consider an extension of time to perform for Ane's Guest House CC trading as Atlantic Guest House it will be the second extension of time approved by Council.

The hospitality industry was negatively affected worldwide as well as locally and might only recover once the world and Namibia opens its border for tourism.

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

**RECOMMENDED:**

- (a) That Council approves the application by Ane's Guest House CC trading as Atlantic Villa Guest House for an extension of the due date until 02 August 2021, to secure the purchase price of Erf 5002, Swakopmund, subject to:
- (i) *payment of occupational rent of N\$8 900.00 per month from 01 February 2021;*
  - (ii) *payment of the monthly rates and taxes from 22 January 2020; and*
  - (iii) *payment of 10.25% interest per annum on the purchase price calculated from 22 January 2020 (excluding the lock down periods).*
- (b) That Ane's Guest House cc trading as Atlantic Villa Guest House be informed that interest calculated from 22 January 2020 until 02 August 2021 in terms of the deed of sale amounts to N\$116 004.16.
- (c) That an extension of time to perform be granted if the rates and taxes are paid up to date on / before Friday, 26 March 2021.
- (d) That no further extensions will be granted.
-

**ANNEXURE "A"**

**From:** Gerhard Van der Merwe [mailto:gerhardvdm2@afol.com.na]  
**Sent:** Tuesday, 02 February 2021 11:56 AM  
**To:** Marco Swarts; Stephny Bruwer; amanda@atlantic-villa.com  
**Subject:** APPLICATION FOR FURTHER 6 MONTHS PAYMENT HOLIDAY REGARDING ERF 5002

Dear Mr Swarts

**APPLICATION FOR FURTHER 6 MONTHS PAYMENT HOLIDAY REGARDING ERF 5002**

With reference to the above and our previous application the following facts are submitted in support:

1. Atlantic Villa is a business that falls within the tourism industry. The tourism sector is still affected by the Covid pandemic;
2. It is realized that extensions cannot be given ad infinitum;
3. In an attempt to further facilitate this application and the unforeseen circumstances that the Covid pandemic is lasting much longer than envisaged; the purchaser (Applicant) is offering to pay an occupational interest/rental in respect of erf 5002 in the amount of 10% per year. This will result in a monthly rental during the applied extension of N\$ 8900-00 per month;
4. In conclusion, the business of Atlantic villa has been more than 70% down in 2020 in comparison to 2019;

Kindly consider the above application.

Atlantic Villa  
Gerhard Van der Merwe

**ANNEXURE "B"**

**From:** Melani Bamberger [mailto:melani@koep.com.na]  
**Sent:** Tuesday, 02 February 2021 09:35 AM  
**To:** Stephny Bruwer  
**Subject:** 76387 SWK MUN // ANNE'S GUEST HOUSE t/a ATLANTIC VILLA - ERF NO 5002 SWAKOPMUND (X14)  
**Importance:** High

Dear Stephny,

The above transaction, our correspondence below and telephonic conversation earlier today refers.

This serves to inform that we received no payment from the Purchaser on/or before the due date, being 1 February 2021, despite several correspondences addressed to him.

We contacted Mr. van der Merwe today and requested proof of payment iro the purchase price and the transfer costs, upon which he informed that no payment has been effected yet.

He furthermore indicated that he will contact and/or approach your offices to apply for a further extension.

Kindly provide us with your further instructions herein.

Regards  
 Melani Bamberger  
 Conveyancing Secretary  
 Koep & Partners | Swakopmund

**Swakopmund Office**

Office No. 6, Antonius Garten, c/o  
 Hendrik Witbooi Street & Theo-Ben  
 Gurirab Ave  
 Swakopmund, Namibia  
 Tel: +264 64 406 320 | Fax: +264 64  
 406 323  
 Email: [melani@koep.com.na](mailto:melani@koep.com.na)  
 Web: [www.koep.com](http://www.koep.com)

**Windhoek Office**

33 Schanzen Road,  
 Windhoek, Namibia  
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 382 888



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**ANNEXURE "C"****From:** Gaudensia Mukena**Sent:** Wednesday, 03 February 2021 02:56 PM**To:** Stephny Bruwer**Subject:** RE: Urgent Interest Calculation Plse - Erf 5002, Swk

Dear Stephny

Good day

Below find the amended calculations

	Days	Payment	Amount	Int Rate	Interest
<b>5002</b>					
Jan-20	9		860 600.00	10.25%	2 175.08
Feb-20	29		860 600.00	10.25%	7 008.58
Mar-20	31		860 600.00	10.25%	7 491.94
Apr-20	30		860 600.00	10.25%	7 250.26
May-20	31		860 600.00	10.25%	7 491.94
Jun-20	30		860 600.00	10.25%	7 250.26
Jul-20	31		860 600.00	10.25%	7 491.94
Aug-20	31		860 600.00	10.25%	7 491.94
Sep-20	30		860 600.00	10.25%	7 250.26
Oct-20	31		860 600.00	10.25%	7 491.94
Nov-20	30		860 600.00	10.25%	7 250.26
Dec-20	31		860 600.00	10.25%	7 491.94
Jan-21	31		860 600.00	10.25%	7 491.94
Feb-21	28		860 600.00	10.25%	6 766.91
Mar-21	31		860 600.00	10.25%	7 491.94
Apr-21	20		860 600.00	10.25%	4 833.51
May-21	31		860 600.00	10.25%	7 491.94
Jun-21	30		860 600.00	10.25%	7 250.26
Jul-21	31		860 600.00	10.25%	7 491.94
Aug-21	2		860 600.00	10.25%	483.35
	<b>548</b>				<b>132 438.09</b>
Total days	548		860 600.00	10.25%	132 438.09
less lock down	<b>68</b>		860 600.00	10.25%	16 433.92
Total interest	480		860 600.00	10.25%	116 004.16

Regards,  
Gaudensia

**ANNEXURE "D"****Municipality of Swakopmund**

P.O. Box 53, Swakopmund  
Tel (064) 410 4111 Fax (088) 651 9141  
ACCOUNT ENQUIRIES FAX: 0886528144 / E-MAIL: enquiries@swkmun.com.na

ANES GUEST HOUSE CC T/A ATLANTIC VILLA  
P O BOX 552  
SWAKOPMUND  
9000

TAX Invoice	
VAT No.	0887548-01-5
Statement Date	2021/01/15
Account Number	50500200012
Reference	20210118-13932
Deposit	

Details/Meter Readings			Date	Description	Vat %	Vat charge	Amount (VAT excl)	Amount (VAT incl)
Previous	Present	Consumption						
			12/15	BALANCE R/FWD		0.00	17524.08	17524.08
			01/15	VA RATES GENERAL	NAS	0.00	1082.84	1082.84
			01/15	SE AVAILABILITY DUM	ZER	0.00	182.00	182.00
			01/15	RY AVAILABILITY DUM	ZER	0.00	92.00	92.00
			01/15	SO FIRE BRIGADE SERV - RES	EXP	0.00	2.00	2.00
			01/15	SO CLEANING SERV	EXP	0.00	16.00	16.00
			01/15	DISPOSAL FEES DUM	EXP	0.00	6.00	6.00
			01/15	WA AVAILABILITY DUM	ZER	0.00	79.70	79.70
Meter Readings Dates								
Previous		Current						
			Total			0.00	18984.42	18984.42

Arranged	Handed Over	90 Days Plus	60 Days	30 Days	Current	Amount Due
0.00	0.00	0.00	18063.74	1480.34	1480.34	18984.42

MESSAGE

PLEASE NOTE: ACCOUNTS ARE PAYABLE ON OR BEFORE 8 FEBRUARY 2021.

Property Information				Details of Property Assessment			
Stand No.	00005002	Ward	1	Valuation			
Township	001 050 SWAKOPMUND NORTH			Land	Improvements		
Street Address				695000.00			
Portion	00000			Building Clause			
Area	1324			Valuation	Date		
Unit	001/050/00005002/00000/0000/0000			Annual Levy			

KINDLY TEAR OFF AND RETURN WITH PAYMENT



Swakopmund Municipality  
P.O. Box 53  
Swakopmund

Name	Due Date	2021/02/08
ANES GUEST HOUSE C	Account No.	50500200012
REMITTANCE ADVICE	Amount	18984.42

Bank Details: FNB, Swakopmund  
Account Number: 62249603300 \* Branch Code: 280 472  
Fax No for confirmation: 0886519140  
E-Mail for confirmation: payments@swkmun.com.na

11.1.19 **ALLOCATION OF EXTENSION 25: CORRECTION OF NUMBER OF ERVEN ALLOCATED**

(C/M 2021/02/25 - 14/2/1/2)

Ordinary Management Committee Meeting of 11 February 2021, Addendum 10.2 page 10 refers.

---

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

1. **INTRODUCTION**

The purpose of this submission is to correct the number of erven allocated to Lherix Investments CC and Momporisa Trading Enterprises CC by Council on **31 May 2018** under item 11.1.25.

Due to the reference to blocks instead of extensions in the old submissions, all the erven located in Extension 25 were allocated to the above two developers to install services; whereas a number of erven have already been serviced by Council when Extension 26 (comprised of blocks 1, 2 and 3), was serviced.

These erven have to be deducted from the erven allocated to the private developer for the installation of services and construction of houses.

2. **EXTENSION 25**

Extension 25 consist of 317 erven.

Of these 317 erven, 123 are already serviced by Council and are indicated in bold on **Annexure "A"** (southwestern corner). **Annexure "B"** reflects the border of Extension 25.

The remaining unserviced erven amounts to 194 erven of which 173 erven are zoned "*Single Residential*".

For ease of reference, quoted below the table of Council's decision passed on **31 May 2018**, under item 11.1.25 which reflects the original allocation (**detailed comments are listed under point 2.1, 2.2 and 2.3**):

The number of erven zoned "**single residential**" is 288 of which 115 are serviced. Therefore of the 173 erven to be serviced, the developer has to return 40% to Council (70 erven).

Zoning	Total Number of Erven	Erven Sharing Ratio	
		Developer	Council
Single Residential	288	173	115
General Residential 1	0	0	0
General Residential 2	3	0	0
Local Business	0	0	0
General Business	14	8	6
Public Open Space	3	0	3
Institutional	5	0	5
Local Authority	4	0	4
Undetermined	1	0	1
Private Open Space	0	0	0

In to Council's decision none of the 3 erven zoned "General Residential 2" is allocated to the developers. Please see point 2.3

The number of erven zoned "**general business**" is 14 of which 6 are serviced (two of the serviced erven were sold). Therefore the number which is not serviced is 8 (of which Erf 6683 is sold).

### 2.1 "Single Residential" Erven

115 Erven zoned "*Single Residential*" are located in the block which was already serviced by Council. Therefore these erven should not form part of the equation for distribution as per point 1.1.4.2 below. **The 40% of the return ration of the "single residential erven" should be based on the 173 erven located in the part of Extension 25 which are not yet serviced. Meaning that of these 173 erven, 70 (40%) have to be returned to Council as serviced erven by the developer.**

As the number of erven zoned "*Single Residential*" has been substantially reduced from 288 to 173, **it is proposed** to amend point 1.1.4.2 of item 11.1.25 of Council's meeting held on 31 May 2018 from 40% of serviced erven to be returned to Council to 30%.

### 2.2 "General Business" Erven

Of the 8 "*General Business*" erven located in the unserved area and which is allocated to the private developer, Council sold Erf 6683, Mondesa to Mr SS Nuuyoma under item 11.1.6 passed on 31 May 2016.

The 6 erven which should be returned to Council in terms of point 1.1.4.2 below are already serviced (of which Council already sold 2 to political parties). Therefore the number of erven allocated to the private developer should be 7 as Council sold Erf 6683, Mondesa located in the block which has to be serviced by the developer.



It is therefore proposed that the table under point 1.1.4.2 of Council's resolution passed on 31 May 2018, item 11.1.25 be amended to read that the developers return 3 (including Erf 6683) of the 7 erven to Council. The two developers will therefore retain 4 erven zoned "General Business".

### 2.3 "General Residential 2" Erven

In terms of Council's decision passed on 31 May 2018 no erf zoned "General Residential 2" is allocated to the developers.

It is proposed that the developer retain 2 of these erven and one, being Erf 6647, Mondesa be returned as a serviced erf to Council.

## 3. ALLOCATION OF EXTENSION 25

For ease of reference the relevant point of Council's resolution passed on 31 May 2018 under item 11.1.25 is quoted below:

### 1.1.4 Extension 25 (Lherix Investments CC And Momporisa Trading Enterprises CC)

#### 1.1.4.1 Erven and Layout

- This extension consists of a mixture of general residential, Business, Local Authority, Public Open Space erven.
- This extension is targeted for Low income Level.
- The compilation of erven is illustrated in the Table below.

Zoning	Total Number of Erven
Single Residential	288
General Residential 1	0
General Residential 2	3
Local Business	0
General Business	14
Public Open Space	3
Institutional	5
Local Authority	4
Undetermined	1
Private Open Space	0

#### 1.1.4.2 Distribution of Erven

- Council remains the owner of the property during the development of the extension and the developer will not be allowed to transfer the land in their name. The transfer of land ownership will be done at the end of the whole project to the beneficiary.
- The developer will return a portion of the serviced land as well as the entire infrastructure back to the Swakopmund Council.
- The distribution of return land will be at a minimum of 40% of the Single residential erven for Council, but Council to receive the full return on the institutional, Local Authority, Public Open Space, Private Open Space and Undetermined erven.
- The Business and General Residential erven will be returned on a portion base as stipulated in the table below.

Zoning	Total Number of Erven	Erven Sharing Ratio	
		Developer	Council
Single Residential	288	173	115
General Residential 1	0	0	0
General Residential 2	3	0	0
Local Business	0	0	0
General Business	14	8	6
Public Open Space	3	0	3
Institutional	5	0	5
Local Authority	4	0	4
Undetermined	1	0	1
Private Open Space	0	0	0

#### 1.1.4.3 Cost Distribution

- In order to keep the cost of the project as low as possible and to ensure that targeted consumers of Swakopmund are reached by this project, the developer will not pay for the land and will not be charged a premium for the land.
- The developer will use own funds or funds from financial institutions to develop the extension, but Council will not contribute financially to the construction and installation of services and houses on this extension.

#### 1.1.4.4 Specification of Services

- The area will be fully serviced with gravel roads/streets with kerb stone only defining the intersections with bladed gravel sidewalks, water, sewer and electrical infrastructure up to the erf boundary.
- The specifications for the services will be supplied and construction monitored by the Engineering Services Department of the Swakopmund Council

#### 1.1.4.5 Specification of Houses

- The Houses to be constructed shall consist of one (1) to two (2) to three bedroom houses, but structures to the value of not less than N\$150 000.00 but not more than N\$250 000.00. This excludes the cost of the land.
- The specifications for the houses will be supplied and construction monitored by the Engineering Services Department of the Swakopmund Council

In addition to the above decision, the following decision was also passed by Council with reference to the private developer on **20 August 2019** under item 5.2:

- That the presentation by Messrs Lherix Investment CC regarding the allocation of a portion of Extension 25 be noted.
- That this item be resubmitted by the Corporate Services & HR Department to the next Management Committee meeting.

Unfortunately the item was marked out to the Engineering Services Department for execution, instead of the Corporate Services Department. The concern of Lherix Investment CC was that they did not want to develop with Mompiorisa Trading Enterprises CC.

#### 4. CURRENT SITUATION

Both the Office of the Attorney-General and the Ministry of Urban & Rural Development granted approval to proceed with the transactions of the 8 private developers; on condition that their entities be converted to either companies or trusts.

On **20 January 2021** Council's conveyancer confirmed that Lherix Investment (Pty) Ltd was established and that Ms Gae is the sole shareholder. The signing of the joint venture proposals can therefore be proceeded with.

Momporsa Trading Enterprises CC was given until **29 January 2021** to report on the progress made with the conversion of their entity.

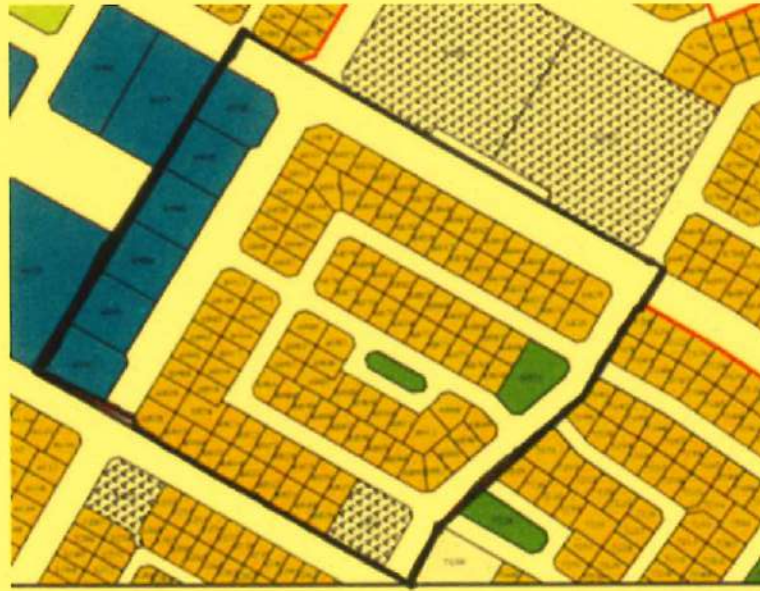
It will therefore be necessary to divide the available unserved erven between the two developers.

#### 5. SERVICED ERVEN IN EXTENSION 25

Therefore, as per the bold block on the map below, Council has the following serviced erven available for sale; alternatively for allocation as social housing erven:

<i>Single Residential</i>	=	115
<i>General Business</i>	=	6 (of which two were sold to political parties)
<i>Institutional</i>	=	1

It is necessary that it be confirmed whether the 115 erven are occupied by squatters.



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

**RECOMMENDED:**

(a) That point 1.1.4.2 of Council's resolution passed on 31 May 2018 under item 11.1.25 be amended as indicated below to ensure that the developers:

- return 30% (52 erven) (instead of 40%) of the 173 "Single Residential" erven to be serviced by them, to Council;
- that the developers service 7 "General Business" erven and return 3 (including Erf 6683), the developers retain 4;
- that the developers service the 3 "General Residential 2" erven and return Erf 6647 to Council.

(b) That the Engineering and Town Planning Services Department confirms whether the following erven located in the serviced part of Extension 25 are vacant and available for sale and or allocation as social housing:

Single Residential =	115
General Business =	6 (of which two were sold to political parties)
Institutional =	1

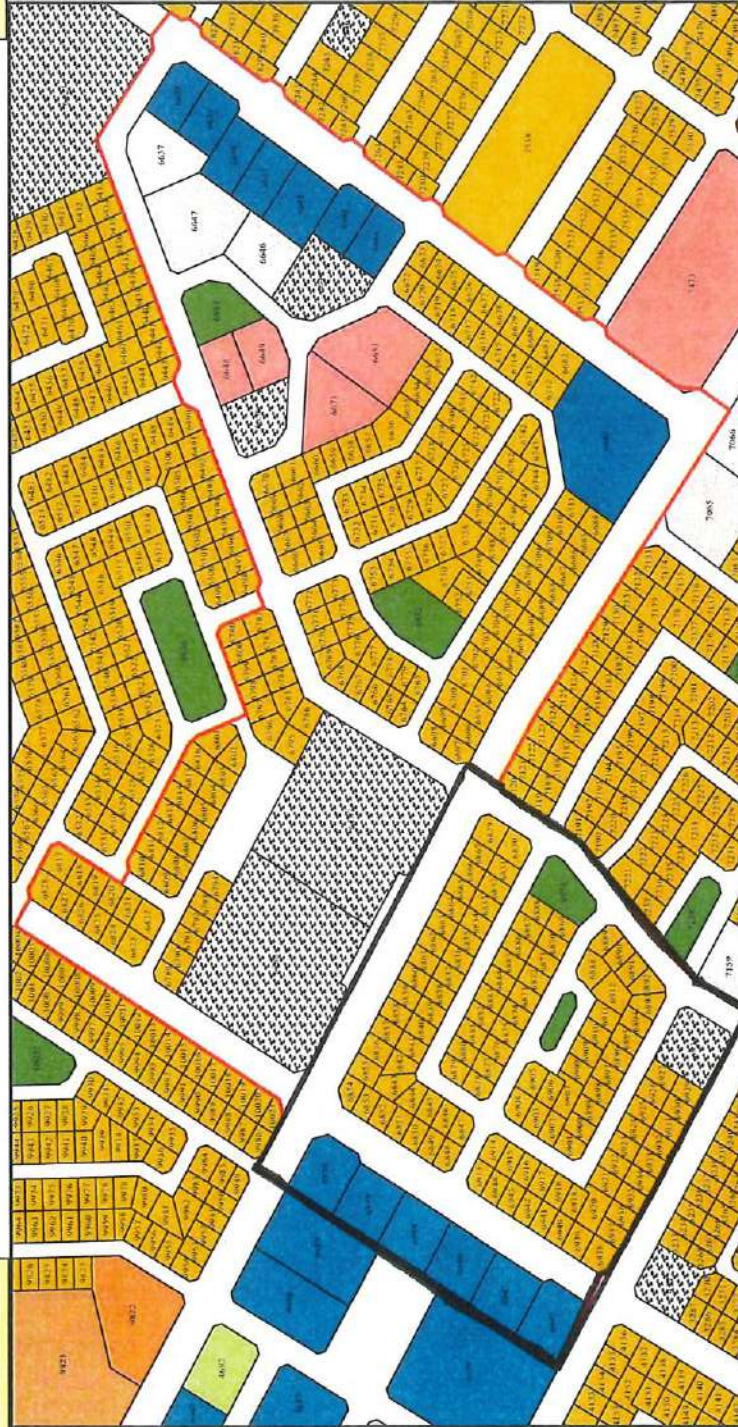
(c) That the occupation status of the erven under point (b) be resubmitted to Council to consider the future sale and or allocation of these erven.

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**ANNEXURE "A"**

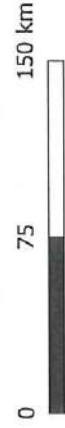


**SWAKOPMUND EXTENSION 25**



**Legend**

- Swakopmund Extension 25
- General Residential 1
- General Residential 2
- General Business
- General Industrial
- Institution
- Private Open Space
- Public Open Space
- Single Residential
- Local Authority



T.H

ANNEXURE "B"



SWAKOPMUND EXTENSION 25



0 75 150 km

**Legend**

- Swakopmund Extension 25
- Zoning
- General Business
- General Industrial
- General Residential 1
- General Residential 2
- Institution
- Local Authority
- Private Open Space
- Public Open Space
- Single Residential

T.H

11.1.20

**ERONGO RED BOARD OF DIRECTORS**

(C/M 2021/02/25 - 11/1/4/17)

Ordinary Management Committee Meeting of 11 February 2021, Addendum 7.3 page 18 refers.

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

Council at its Ordinary Meeting held 28 May 2020, under item 11.1.14 (b) amongst others, resolved:

- (a) *That .....*
- (b) *That the following representatives and alternates represents Council as non-executive members on the Board of Directors of Erongo RED:*

	<i>Director</i>	<i>Alternate</i>
1.	<i>Mr Econia Petrus</i>	<i>Mr Paul Rooi</i>
2.	<i>Ms Elizabeth Manga</i>	<i>Ms Connie Basson</i>

**Role of the Board of Directors**

- 1 Approve, monitor and provide guidance on the strategic planning process. The Chief Executive Officer and the senior management team will have direct responsibility for the ongoing strategic planning process and the establishment of long term goals for the Corporation, which are to be reviewed and approved not less than annually by the Board of Directors. The Board will provide guidance to the Chief Executive Officer and senior management team on the Corporation's ongoing strategic plan. The Board will establish annual performance objectives against which to measure corporate and executive performance. Based on the reports from the Chief Executive Officer, the Board will monitor the success of management in implementing the approved strategies and goals;
- 2 Identify the principal risks of the Corporation's business and use reasonable steps to ensure the implementation of appropriate systems to manage these risks, and attempting to achieve a proper balance between the risks incurred and the potential return to shareholders;
- 3 Delegate to the Chief Executive Officer the authority to manage and supervise the business of the Corporation, including making of all decisions regarding the Corporation's operations that are not specifically reserved to the Board of Directors under the terms of that delegation of authority. Determine what, if any, executive limitations may be required in the exercise of the authority delegated to management, and in this regard approve operational policies within which management will operate.
- 4 Take reasonable steps to ensure the Corporation has management of the highest caliber. The Board of Directors will satisfy itself that executive compensation is linked appropriately to corporate performance. This responsibility is carried out primarily through the appointment of the Chief Executive Officer as the Corporation's

business leader. The Board will assess, on an ongoing basis, the Chief Executive Officer's performance against criteria and objectives established by the Board from time to time. The Board will also use reasonable steps to ensure that the Chief Executive Officer has in place adequate programs to recruit, retain, develop and assess the performance of senior management.

5. Approve the Corporation's annual financial plans.
6. Oversee the integrity of the Corporation's internal control and management information systems.
7. Ensure that the Chief Executive Officer and the senior officers maintain and monitor compliance with the Corporation's Code of Business Conduct by all employees of the Corporation.
8. Approve the Corporation's communications policy. The Board of Directors will monitor the policies and procedures that are in place to provide for effective and timely communication by the Corporation with its shareholders, the Board and with the public generally, including effective means to enable shareholders to communicate with senior management and the Board. The Board will also monitor the policies and procedures that are in place to maintain a strong, cohesive and positive image of the Corporation with shareholders, the oil and gas industry, governments and the public generally. The Board will put in place the appropriate measures for the receipt of shareholder feedback.
9. Require that the Board be kept informed of the Corporation's activities and performance and take appropriate action to correct inadequate performance.
10. Provide for the independent functioning of the Board of Directors. The Board will put in place appropriate procedures to enable the Board to function independently of management at such times as is desirable.
11. Require the individual directors to be prepared for each Board of Directors and Committee meeting by having read the reports and background materials provided for the meeting and to maintain an excellent Board of Directors and Committee meeting attendance record (the target is 100%).
12. Consultation with representatives of the Shareholders before a Board of Directors meeting is essential.
13. Feedback by the individual Directors after each Board of Directors meeting is very important to keep the shareholders well-informed of the latest developments.

#### **Timing and Location of Board Meetings, and Time Commitment**

The board normally meets as the occasion requires. Meetings take place as indicated per notice with at least one sitting per year.

#### **Remuneration**

The board determines the level of remuneration paid to its members within any limitations imposed by shareholders.



Sitting Fees for main Board meeting attendance shall be:

- N\$5 352.00 and N\$8 486.00 (Chairperson) per sitting plus traveling at N\$7.50/km & accommodation at N\$800.00 per night if applicable.

Sitting Fees for Board subcommittee meeting attendance shall be:

- N\$2 648.00 and N\$3 956.00 (Chairperson)

#### **Committee Involvement**

Board committees are formed when it is efficient or necessary to facilitate effective decision-making. The board's present standing committees are the audit, remuneration and nomination committees.

#### **Confidentiality**

All information acquired during appointment is confidential to the Company and should not be disclosed either during your appointment or following termination (by whatever means) to third parties except as permitted by law and with prior clearance from the Chairman.

---

Attached, the **Shareholders Agreement** between Erongo RED and Swakopmund Municipality.

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

#### **RECOMMENDED:**

- (a) That Council approves the replacement of the current appointed Directors on the board with the following members of Public:**
    - *Mr Eonia Petrus be replaced with Mr Martin Tjipita and Mr Edwin Tjiriange as the alternate.*
    - *Ms Elizabeth Manga be replaced with Mr Sam Januarie and Ms Demeon Keulder as the alternate.*
  - (b) That these replacements be effected immediately.**
  - (c) That the Current appointed directors on the board for Swakopmund Municipality be informed accordingly.**
-

**SHAREHOLDERS' AGREEMENT**

**BETWEEN**

**ERONGO REGIONAL COUNCIL  
MUNICIPAL COUNCIL OF HENTIES BAY  
MUNICIPAL COUNCIL OF KARIBIB  
MUNICIPAL COUNCIL OF OMARURU  
MUNICIPAL COUNCIL OF SWAKOPMUND  
MUNICIPAL COUNCIL OF USAKOS  
MUNICIPAL COUNCIL OF WALVIS BAY  
NAMPOWER  
TOWN COUNCIL OF ARANDIS  
VILLAGE COUNCIL OF UIS  
ERONGO RED**

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First National Bank of Namibia Limited  
WALVISBAY 7800 - 172  
*Amas*  
MANAGER CORPORATE BUSINESS

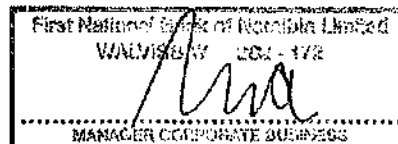
Shareholders' Agreement

ERONGO RED

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Shareholders' Agreement

ERONGO RED

**AGREEMENT**

entered into between

**ERONGO REGIONAL COUNCIL**, a juristic person in terms of the Regional Councils Act, herein represented by **LINUS //GAROE**B in the capacity of chief regional officer and duly authorised thereto by council resolution dated 2 December 2005 (hereinafter referred to as "ERC")

and

**MUNICIPAL COUNCIL OF HENTIES BAY**, a juristic person in terms of the Local Authorities Act, herein represented by **PIETER LUDWIG GURIRAB** in the capacity of chief executive officer and **COUNCILLOR MONICA //ARESES** in the capacity of chairperson of the management committee, both duly authorised thereto by council resolution 071 dated 14 September 2005 (hereinafter referred to as "MHB")

and

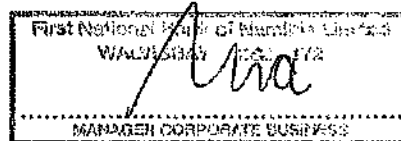
**MUNICIPAL COUNCIL OF KARIBIB**, a juristic person in terms of the Local Authorities Act, herein represented by **EDWARD HEIKKI HASHEELA** in the capacity of chief executive officer and **COUNCILLOR KAROOLS SWARTZ** in the capacity of chairperson of the management committee, both duly authorised thereto by council resolution dated 17 August 2005 (hereinafter referred to as "MK")

and

**MUNICIPAL COUNCIL OF OMARURU**, a juristic person in terms of the Local Authorities Act, herein represented by **JOHANNES XOAGUB** in the capacity of chief executive officer and **COUNCILLOR LUCRESIA JERIKOMBA KONGORO** in the capacity of chairperson of the management committee, both duly authorised thereto by council resolution dated 2 August 2005 (hereinafter referred to as "MO")

and

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ERONGO RED

**MUNICIPAL COUNCIL OF SWAKOPMUND**, a juristic person in terms of the Local Authorities Act, herein represented by **ECKART ULRICH WILHELM DEMASIUS** in the capacity of chief executive officer and **COUNCILLOR GERMINA NDAPUA SHITALENI** in the capacity of chairperson of the management committee, both duly authorised thereto by council resolution dated 17 August 2005 (hereinafter referred to as "MS")

and

**MUNICIPAL COUNCIL OF USAKOS**, a juristic person in terms of the Local Authorities Act, herein represented by **ALFRED MUSHOKOBANGI MATOMOLA** in the capacity of acting chief executive officer and **COUNCILLOR DANIEL ANDRIES STRAMISCH** in the capacity of chairperson of the management committee, both duly authorised thereto by council resolution dated 7 July 2005 (hereinafter referred to as "MU")

and

**MUNICIPAL COUNCIL OF WALVIS BAY**, a juristic person in terms of the Local Authorities Act, herein represented by **AUGUSTINUS KATITI** in the capacity of chief executive officer and **COUNCILLOR ADELHEID KANDJALA** in the capacity of chairperson of the management committee, both duly authorised thereto by council resolution dated 9 August 2005 (hereinafter referred to as "MWB")

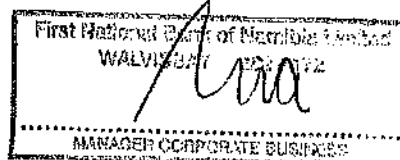
and

**NAMIBIA POWER CORPORATION (PROPRIETARY) LIMITED** (Registration Number: 2051), herein represented by **LEAKE S HANGALA** in the capacity of managing director and duly authorised thereto (hereinafter referred to as "NP")

and

**TOWN COUNCIL OF ARANDIS**, a juristic person in terms of the Local Authorities Act, herein represented by **FLORIDA CLOETE** in the capacity of chief executive officer and **COUNCILLOR JUSTINE NAMUPALA** in the capacity of chairperson of the management committee, both duly authorised thereto by council resolution dated 27 July 2005 (hereinafter referred to as "TA")

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Shareholders' Agreement

ERONGO RED

and

**VILLAGE COUNCIL OF UIS**, a juristic person in terms of the Local Authorities Act, herein represented by **ZEBEDEUS /UISEB** in the capacity of chief executive officer and **COUNCILLOR STEFANUS VAN HEERDEN** in the capacity of vice chairperson of the council, both duly authorised thereto by council resolution 208/21/07/2005 (hereinafter referred to as "VU")

(individually referred to as "SHAREHOLDER" and collectively as "SHAREHOLDERS")

and

**ERONGO REGIONAL ELECTRICITY DISTRIBUTOR COMPANY (PROPRIETARY) LIMITED** (Registration Number: 2004/074), herein represented by **OPHELIA SOPHIA NETTA** in the capacity of director and duly authorised thereto by board resolution dated 28 July 2005 (hereinafter referred to as "Company")

## PREAMBLE

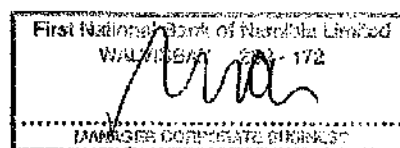
### Whereas:

The Namibian Energy Policy calls, among others, for the reorganisation of electricity distribution through the formation of regional electricity distributors as a means of providing electricity sector efficiency;

ERC, MHB, MK, MO, MS, MWB, MU, TA and VU are empowered by the Local Authorities Act and the Regional Councils Act, respectively, to enter into an agreement with one another and with NP and the Company with a view to establishing the Erongo Regional Electricity Distributor, which agreement is not subject to the entry into force of the proposed amendments to the Electricity Act dealing with regional electricity distribution;

the Joint Business Venture Regulations permit the local authorities and regional council concerned to form a joint business venture company with NP to promote economic development and employment creation in their respective areas of jurisdiction in order to supplement their funds;

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Shareholders' Agreement

ERONGO RED

the SHAREHOLDERS commit themselves towards co-operating in good faith and mutual trust in a manner that fosters the long-term economic sustainability of the Erongo Region;

the SHAREHOLDERS have acquired the Company for this purpose:

NOW THEREFORE the SHAREHOLDERS agree as follows:

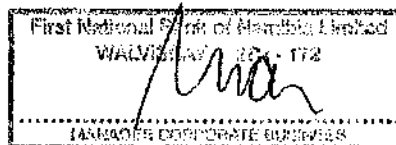
## PART 1: PRELIMINARY

### 1.1 DEFINITIONS

The following words, expressions and abbreviations have the meanings assigned to them, except where the context otherwise requires:

- 1.1.1 "Agreement" means this shareholders' agreement, including all appendices and schedules thereto, as may be amended, modified or supplemented from time to time in accordance with this Agreement;
- 1.1.2 "Alternate" means an alternate member of the BOD, who is only entitled to attend and speak and vote at a BOD meeting where the member to whom he or she is an alternate, is absent from the meeting;
- 1.1.3 "BOD" means the board of directors of the Company;
- 1.1.4 "Commercial Operations Date" means 1 July 2005 or such other date determined by the BOD;
- 1.1.5 "Companies Act" means the Companies Act, 1973 (Act No. 61 of 1973), as amended from time to time;
- 1.1.6 "Consumer" means an end user of electricity who consumes such electricity;
- 1.1.7 "Company" means Erongo Regional Electricity Distributor Company (Proprietary) Limited;

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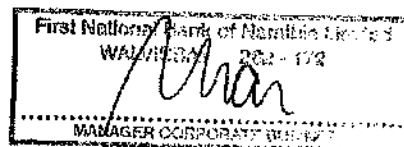


## Shareholders' Agreement

ERONGO RED

- 1.1.8 "Customer" means a person to whom electricity is delivered, and includes a Consumer;
- 1.1.9 "Effective Date" means the date of last signature by either of the SHAREHOLDERS;
- 1.1.10 "Electricity Act" means the Electricity Act, 2000 (Act No. 2 of 2000), as amended from time to time;
- 1.1.11 "ERC" means Erongo Regional Council;
- 1.1.12 "Joint Business Venture Regulations" means the Joint Business Venture Regulations, 2001, as amended from time to time, made under the Local Authorities Act and published by Government Notice No. 40 of 5 March 2001 and made under the Regional Councils Act and published by Government Notice No. 42 of 5 March 2001, respectively;
- 1.1.13 "Local Authorities Act" means the Local Authorities Act, 1992 (Act No. 23 of 1992) as amended from time to time;
- 1.1.14 "MHB" means Municipal Council of Henties Bay;
- 1.1.15 "MK" means Municipal Council of Karibib;
- 1.1.16 "MO" means Municipal Council of Omaruru;
- 1.1.17 "Month" means a period of one month according to the Gregorian calendar commencing with any day in the month;
- 1.1.18 "MS" means Municipal Council of Swakopmund;
- 1.1.19 "MU" means Municipal Council of Usakos;
- 1.1.20 "MWB" means Municipal Council of Walvis Bay;
- 1.1.21 "NP" means Namibia Power Corporation (Proprietary) Limited;

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- 1.1.22 "Regional Councils Act" means the Regional Councils Act, 1992 (Act No. 22 of 1992) as amended from time to time;
- 1.1.23 "SHAREHOLDER Entitled To Vote" means a SHAREHOLDER to whom a share certificate has been issued;
- 1.1.24 "SHAREHOLDERS" means ERC, MHB, MK, MO, MS, MU, MWB, NP, TA and VU;
- 1.1.25 "TA" means Town Council of Arandis;
- 1.1.26 "VU" means Village Council of Uis;
- 1.1.27 "Working Day" means any day other than a Saturday, Sunday or official public holiday.

1.2 INTERPRETATION

- 1.2.1 Words importing the singular also include the plural and the male gender includes the female gender and vice versa where the context requires.
- 1.2.2 Natural persons include legal entities (corporate or non-corporate) and vice versa where the context requires.
- 1.2.3 The headings in this Agreement are not taken into consideration in its interpretation.
- 1.2.4 Unless otherwise stated, all references to clauses are references to clauses numbered in this Agreement and not to those in any other document attached to or incorporated into this Agreement.

1.3 OBJECTIVE OF AGREEMENT

The objective of this Agreement is to govern –

- (a) the relationship between the SHAREHOLDERS with a view to incorporating a joint business venture company for the distribution and supply of electricity to Customers in the Erongo Region; and

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- (b) the relationship between the SHAREHOLDERS and the Company.

## PART 2: THE COMPANY

### 2.1 MAIN OBJECT AND BUSINESS

The main object and business of the Company is the distribution and supply of electricity to Customers in the Erongo Region and all objects ancillary thereto, including wiring, network support, the provision of commercial services and finance and related corporate support, including all plenary powers to enable it to realise its main and ancillary objects. The Company may not pursue any other main object and business unless the SHAREHOLDERS unanimously resolve otherwise.

### 2.2 PROFIT GOAL

2.2.1 To the extent possible, the Company must –

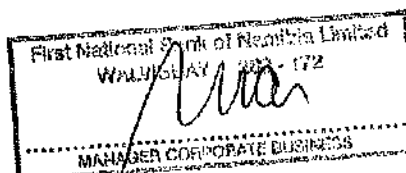
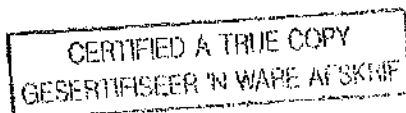
- (a) conduct its business so as to maximise electricity distribution and supply to Customers in the Erongo Region in so far as the same is consistent with sound business principles, prudent utility practices and in compliance with any law applicable to the business of the Company or related activities;
- (b) manage its financial assets in accordance with its financial management policy contemplated in Clause 4.3.6.17 below.

2.2.2 To the extent possible, the SHAREHOLDERS and any director appointed by them must exercise their respective voting rights to achieve this.

### 2.3 AUDITORS

Unless the SHAREHOLDERS determine otherwise in general meeting, the auditors of the Company are the auditors specified in **Schedule 1**.

### 2.4 REGISTERED OFFICE



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The registered office of the Company is specified in **Schedule 1**.

## 2.5 FINANCIAL YEAR

The financial year of the Company ends on 30 June of each year.

## 2.6 INCONSISTENCY WITH ARTICLES OF ASSOCIATION

2.6.1 The SHAREHOLDERS undertake to take all such steps and do all such things as may be necessary to align the Articles of Association of the Company with the terms and conditions of this Agreement.

2.6.2 Notwithstanding the above, if there is any inconsistency between the terms and conditions of this Agreement and the Articles of Association of the Company at any time, the terms and conditions of this Agreement prevail.

## PART 3: OWNERSHIP IN COMPANY

### 3.1 NATURE OF OWNERSHIP

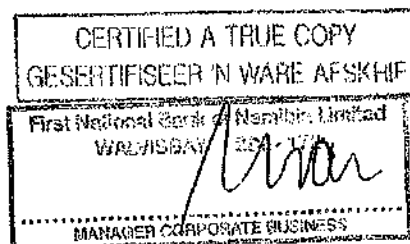
#### 3.1.1 Initial capital structure

3.1.1.1 The authorised share capital of the Company is N\$30,000,000,00 (thirty million Namibian dollars) divided into 30,000,000 (thirty million) shares of N\$1,00 (one Namibian dollar) each.

3.1.1.2 The initial issued share capital of the Company is N\$12,500,000,00 (twelve million five hundred thousand Namibian dollars) divided into 12,500,000 (twelve million five hundred thousand) shares of N\$1,00 (one Namibian dollar) each.

#### 3.1.2 Extent of ownership

The SHAREHOLDERS hold interests in the capital of the Company to the extent specified in **Schedule 2**.



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**3.2 RIGHTS AND OBLIGATIONS ASSOCIATED WITH OWNERSHIP****3.2.1 Rights attached to ownership**

3.2.1.1 The SHAREHOLDERS Entitled To Vote are entitled to receive notice of, attend, speak and vote at ordinary, special or extraordinary general meetings of the Company, and are entitled to receive dividends on the shares held by them.

3.2.1.2 The rights attached to shares in the Company may not be varied except with the prior written approval of 100% (one hundred percent) of the SHAREHOLDERS Entitled To Vote.

**3.2.2 Dividends**

3.2.2.1 The SHAREHOLDERS must cause the Company, subject to its present and reasonably anticipated future requirements of working and expansion capital and provided that the Company does not borrow funds in excess of its funding policy and gearing ratio from time to time to enable it to pay the dividend, to declare and pay dividends equal to at least 60% (sixty percent) of the distributable profits of the Company after repayment of the loan accounts in full (for which purpose secondary tax on companies in respect of the dividend in question must be taken into account in determining the amount of the distributable profits) in each of its financial years, which declaration and payment must be made within 120 (one hundred and twenty) days after the end of each financial year.

3.2.2.2 Notice of declared dividends is given to SHAREHOLDERS entitled to share therein.

3.2.2.3 Preferential Dividend Payments are made to SHAREHOLDERS in relation to the reverse order of the total amount of surcharges received by SHAREHOLDERS in the particular financial year.

3.2.2.4 For the purposes of this clause, "Preferential Dividend Payments" means dividend payments made first to SHAREHOLDERS who received the least total

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amount of surcharge in a particular financial year, thus ranking higher in the order in which dividend payments are made.

### 3.3 OBLIGATIONS TO CAPITALISE

#### 3.3.1 Prior to, upon Commercial Operations Date

##### Capital contributions

3.3.1.1 The SHAREHOLDERS confirm their commitment to make the initial capital contributions towards Tender 139/2003 prior to the Commercial Operations Date as indicated below:

Shareholder	Initial capital contribution in N\$
TA	50,000,00
ERC	25,000,00
MHB	125,000,00
MK	50,000,00
MWB	1,275,000,00
NP	225,000,00
MO	75,000,00
MS	600,000,00
VU	25,000,00
MU	50,000,00
Total	2,500,000,00

3.3.1.2 The SHAREHOLDERS confirm their commitment to make the further initial capital contributions prior to the Commercial Operations Date as indicated below:

Shareholder	Further initial capital contribution in N\$
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TA	210,000,00
ERC	100,000,00
HBM	440,000,00
KM	210,000,00
MWB	5,130,000,00
NP	930,000,00
OM	250,000,00
SM	2,420,000,00
UVC	120,000,00
UM	190,000,00
<b>Total</b>	<b>10,000,000,00</b>

3.3.1.3 A share certificate is only issued to a SHAREHOLDER upon full payment of the agreed initial as well as any future capital contributions.

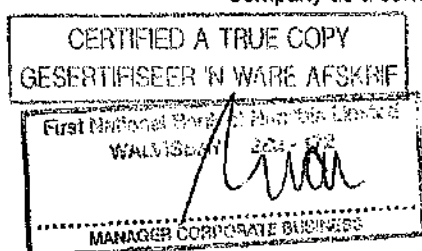
### 3.3.2 After Commercial Operations Date

#### SHAREHOLDER loans

3.3.2.1 In the event that the BOD determines that additional funds are necessary, the Company may borrow the funds from the SHAREHOLDERS on terms to be agreed upon by the SHAREHOLDERS and the BOD at the time.

#### Third party loans

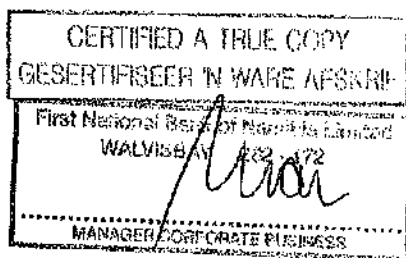
3.3.2.2 The Company may borrow additional funds from third parties on the most favourable terms available as to interest, repayment and security compatible with its needs, but may not allow any prospective lender the right to participate in the share capital of the Company or otherwise in the business of the Company as a condition or term of any loan or advance.



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3.3.2.3 The SHAREHOLDERS may be required to provide security for any third party loans.



**PART 4: OWNERSHIP CONTROL****4.1 MEETINGS OF SHAREHOLDERS**

- 4.1.1 The SHAREHOLDERS must at least have 1 (one) regularly scheduled general meeting each year (the "Annual General Meeting") at which reports of the affairs of the Company must be considered and any other business may be transacted which is within the powers of the SHAREHOLDERS.
- 4.1.2 The quorum for any general meeting of SHAREHOLDERS of the Company is at least 1 (one) duly authorised representative from each SHAREHOLDER, present in person or by proxy: Provided that if, within 30 (thirty) minutes from the scheduled meeting time, a quorum is not present, the meeting stands adjourned to the same day in the next week, at the same time and place or, if that day is a non-working day, to the next day succeeding the non-working day and if, at such adjourned meeting, a quorum is not present within 30 (thirty) minutes from the scheduled meeting time, the SHAREHOLDERS then present by duly authorised representative are a quorum.
- 4.1.3 Special or extraordinary meetings of the SHAREHOLDERS may be called at any time by resolution of the BOD or by any SHAREHOLDERS by giving the other SHAREHOLDERS at least 21 (twenty-one) days' written notice thereof stating the time and place of the anticipated meeting. The notice must include an agenda for the meeting and any other information and documents that the SHAREHOLDER calling the meeting believes is in the interest of advancing the business of such meeting.
- 4.1.4 Resolutions of any general, special or extraordinary meeting of SHAREHOLDERS, including resolutions on the matters listed below, in order to be of force and effect, must be approved by at least 75% (seventy-five percent) of the number of SHAREHOLDERS Entitled To Vote, regardless of the weighted average shareholding held by each SHAREHOLDER, and the BOD's powers are limited accordingly to recommendations to the SHAREHOLDERS:
- (a) The increase, alteration or reduction of the authorised and/or issued share capital of the Company, including the allotment and issue of

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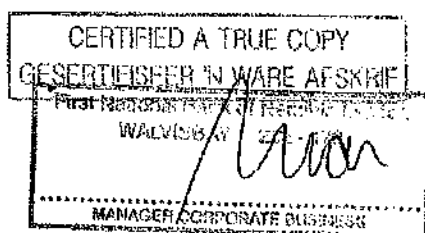


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shares in the Company and the authorisation to issue share certificates of the Company, except as otherwise provided in this Agreement;

- (b) the amendment of the Company's Memorandum and Articles of Association;
- (c) the incurring, in any 12 (twelve) Month period, of any debt -
  - (i) with any rights of conversion, exchange or other right for, or into, any voting shares or other equity security of the Company; or
  - (ii) in an aggregate principal amount of more than 10% (ten percent) of the previous financial year's net turnover;
- (d) the approval of expenditure exceeding 5% (five percent) of the approved annual operating and capital budget;
- (e) the issue of shares for consideration other than cash, except as otherwise provided for in this Agreement;
- (f) the consolidation or amalgamation, termination or dissolution, including the voluntary winding up or any application for the judicial management, of the Company or compromise with its creditors, except as otherwise provided for in this Agreement;
- (g) the sale, refinancing, transfer, exchange, lease, assignment, mortgaging or other disposal or encumbrance of all or substantially all of the Company's assets;
- (h) the taking over or acquisition of the whole or a substantial part of the business of any other person or any merger or amalgamation with other companies or with any other business which would constitute a material transaction for the Company having regard to its assets and business;



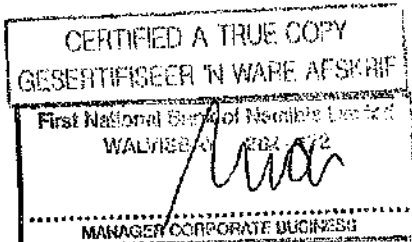
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- (i) discontinuance of any of the material business activities of the Company;
- (j) the establishment or implementation of, or any changes in, the Company's financial policy, which may substantially have an adverse effect on one of the SHAREHOLDERS;
- (k) the execution and/or implementation of any transaction with any SHAREHOLDER, director, manager or other officer of the Company or any relative of any of the foregoing or any created entity in which any of the foregoing has an interest;
- (l) the listing of the Company on a stock exchange;

Provided that nothing in this Clause restricts the authority of the BOD to approve each annual operating budget, or to exercise or delegate its authority to expend budgeted funds in accordance with the relevant approved budget.

- 4.1.5 The SHAREHOLDERS Entitled To Vote may, at any SHAREHOLDER meeting, only vote on a poll.
- 4.1.6 The chairperson of meetings of SHAREHOLDERS is the duly authorised representative from MWB and the vice-chairperson of meetings of SHAREHOLDERS is the duly authorised representative from MS. In the event that the chairperson is absent from a particular meeting of SHAREHOLDERS, the vice-chairperson as the chairperson for the meeting and exercises the powers of the chairperson. In the event that the chairperson and the vice-chairperson are both absent from a particular meeting of SHAREHOLDERS, the SHAREHOLDERS present by duly authorised representative are entitled to elect a chairperson for the meeting.
- 4.1.7 The chairperson of meetings of SHAREHOLDERS does not have a second and casting vote in addition to his or her ordinary vote as representative of a SHAREHOLDER.



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4.1.8 If in terms of the foregoing provisions there is a deadlock between the SHAREHOLDERS, a dispute is deemed to exist between the SHAREHOLDERS and any SHAREHOLDER is entitled to refer the dispute for arbitration as contemplated in Clause 6.9 below.

4.1.9 Any representative wishing to attend a meeting of SHAREHOLDERS by proxy, must at least 3 (three) working days prior to the meeting, furnish the chairperson with a certified written notice to such effect.

#### 4.2 INDEMNIFICATION

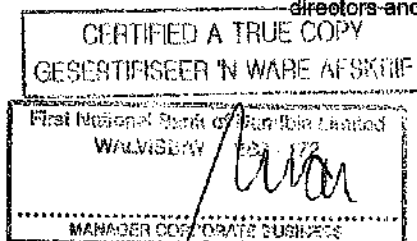
No SHAREHOLDER is liable to any other SHAREHOLDER for any action taken by that SHAREHOLDER in the exercise of its voting rights under this Agreement.

#### 4.3 BOD

##### 4.3.1 Appointment of BOD

4.3.1.1 Until the SHAREHOLDERS otherwise unanimously agree, the BOD consists of 9 (nine) members, of which:

- (a) MHB is entitled, but not obliged, to appoint 1 (one) non-executive director and an Alternate for the director appointed by it;
- (b) NP is entitled, but not obliged, to appoint 1 (one) non-executive director and an Alternate for the director appointed by it;
- (c) MO is entitled, but not obliged, to appoint 1 (one) non-executive director and an Alternate for the director appointed by it;
- (d) MS is entitled, but not obliged, to appoint 2 (two) non-executive directors and an Alternate for each director appointed by it;
- (e) MWB is entitled, but not obliged, to appoint 2 (two) non-executive ~~directors and~~ an Alternate for each director appointed by it;

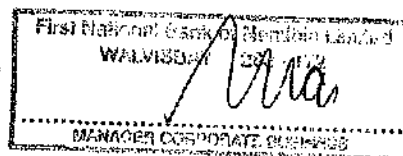


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- (f) ERC, MA, MK, MU and VU are entitled, but not obliged, to jointly appoint 1 (one) non-executive director and an Alternate for the director appointed by them; and
- (g) the CEO is an *ex officio* member without any voting power.
- 4.3.1.2 The BOD elects one of its members as chairperson and another as vice-chairperson.
- 4.3.1.3 In the event that the chairperson is absent from a particular BOD meeting, the vice-chairperson serves as the chairperson for the meeting and exercises the powers of the chairperson. In the event that the chairperson and the vice-chairperson are both absent from a particular BOD meeting, the BOD members present are entitled to elect a chairperson for the meeting.
- 4.3.1.4 The members of the BOD have the fiduciary duties of directors in terms of the Companies Act and are as such at all times subject to the rules and limitations prescribed by the Companies Act. To this end, the SHAREHOLDERS must ensure that each member receives proper and appropriate training on compliance with the provisions of the Companies Act.
- 4.3.1.5 The remuneration to be paid by the Company to BOD members other than the CEO, is determined by the SHAREHOLDERS.
- 4.3.1.6 Any SHAREHOLDER, after informing the other SHAREHOLDERS, is entitled by written notice to the Company to remove any such director appointed by it and to replace any such director who is so removed or who ceases for any other reason to be a director.
- 4.3.1.7 Unless otherwise provided under any law and in this Agreement, the BOD has:
- (a) The full, complete and exclusive authority and discretion to manage the operations and affairs of the Company for the benefit of the SHAREHOLDERS and to make all decisions regarding the business of the Company; and

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(b) all authority, rights and powers in the management of the Company's business to take any action, or do anything, that may be necessary, proper, appropriate, advisable, incidental or convenient to give effect to this Agreement.

4.3.1.8 Any action taken, or anything done, by the BOD on behalf of the Company in accordance with Clause 4.3.1.7 above, constitutes an act of, and binds, the Company.

4.3.1.9 The BOD must ensure that the Company's officers, employees and agents devote to the management of the Company such time as may be necessary and appropriate to cause the affairs of the Company to be conducted in an efficient and business-like manner.

#### 4.3.2 Voting

4.3.2.1 The BOD decides on matters before it by simple majority vote on a poll of all the members present at the meeting.

4.3.2.2 The quorum for any BOD meeting of the Company is at least 5 (five) directors or Alternates: Provided that if, within 30 (thirty) minutes from the scheduled meeting time, a quorum is not present, the meeting stands adjourned to the same day in the next week, at the same time and place or, if that day is a non-working day, to the next day succeeding the non-working day and if, at such adjourned meeting, a quorum is not present within 30 (thirty) minutes from the scheduled meeting time, the members then present are a quorum.

4.3.2.3 Each director, and in his or her absence, his or her Alternate, shall have 1 (one) vote and each vote shall be of equal weight.

4.3.2.4 The chairperson of the BOD is entitled to exercise a second and casting vote as chairperson with a view to breaking any deadlock between the members of the BOD.

4.3.2.5 Alternate members of the BOD may only attend and speak and vote at any BOD meeting where the members to whom they are Alternates, are absent from the meeting.

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4.3.2.6 The BOD may act upon a resolution not taken at a BOD meeting only after the resolution signed by the chairperson, has been circulated among and co-signed by all members.

#### 4.3.3 Indemnification

4.3.3.1 Any person who was or is at any time a party to, or is involved in, any pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the person is or was a director or officer of the Company and/or whose actions or omissions as a director or officer of the Company were reasonably within the scope of authority granted by the Company to him or her, is indemnified and held harmless by the Company to the fullest extent permitted by law, except to the extent that any loss or expense incurred by such director or officer is –

- (a) determined by a court of law to have resulted from the commission of a crime, gross negligence or wilful misconduct on the part of the director or officer; or
- (b) otherwise settled out of court.

4.3.3.2 The right to indemnification referred to in Clause 4.3.3.1 above also includes without limitation, the payment by the Company of expenses incurred in connection with any such action, suit or proceeding in advance of its disposition to the fullest extent permitted by law.

#### 4.3.4 Delegation of powers

4.3.4.1 Without releasing the BOD from any duties or obligations under this Agreement, the BOD may, by an instrument in writing, delegate any of its powers, rights or obligations and may appoint, employ, contract, or otherwise deal with, any person or any committee established by the BOD for the purpose, for the transaction of the business of the Company, which person or committee may, under supervision of the BOD, perform any act or service for the Company as the BOD determines or approves except as is otherwise required by law.

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4.3.4.2 It is necessary for the BOD to obtain the approval of 75% (seventy-five percent) of the SHAREHOLDERS Entitled To Vote for any delegation of the BOD's powers.

#### 4.3.5 Conflict of Interests

4.3.5.1 Any director who, to his or her knowledge, is either:

- (a) Interested in any contract, agreement or arrangement with, or proposal to, the Company as a result of his or her direct involvement therein; or
- (b) indirectly interested in any contract, agreement or arrangement with, or proposal to, the Company as a result of the SHAREHOLDER who appointed such director,

must disclose the nature of his or her interest at the first BOD meeting at which the contract, agreement, arrangement or proposal, including its execution, amendment, enforcement, implementation or termination, is considered.

4.3.5.2 If, subsequent to such meeting, a director becomes aware that he or she was interested at the time of such meeting, the director must disclose the nature of his or her interest in writing to the BOD at the earliest possible opportunity before the contract, agreement, arrangement or proposal in which the interest is found, is implemented.

#### 4.3.6 Governance

##### BOD Meetings

4.3.6.1 The BOD must hold regular meetings, but at least 4 (four) meetings in each financial year, at the registered office of the Company, or such other place as the BOD determines.

4.3.6.2 Any director, supported in writing by at least 2 (two) other directors, may require the chairperson to call a special meeting on not less than 7 (seven) days' notice by the chairperson, which notice must be given to each member of the BOD addressed to the location each member has filed with the chairperson.

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The notice must contain the date, time, place and agenda of the anticipated meeting.

- 4.3.6.3 The BOD may, by written consent of 75% (seventy-five percent) of its members, shorten or waive the notice requirement.
- 4.3.6.4 The BOD must cause to be written a summary of its action or minutes of its meetings, which summary or minutes must be signed by the chairperson. Any resolution taken by the BOD must be recorded in the minutes of the next BOD meeting.
- 4.3.6.5 Any meeting of the BOD may be held by conference telephone call if it is arranged so that all present at the meeting can hear and speak to the others attending.
- 4.3.6.6 For the purposes of Clause 4.3.6.5 above, "conference" includes videoconference.

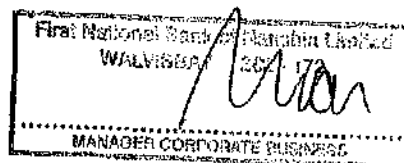
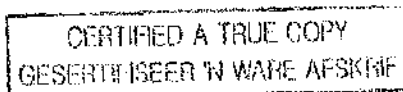
**BOD Committees**

- 4.3.6.7 In pursuit of good corporate governance, the BOD must appoint:

- (a) An internal audit committee;
- (b) a remuneration committee; and
- (c) a risk management committee,

to assist the BOD in discharging its duties and responsibilities and in effectively fulfilling its decision-taking process.

- 4.3.6.8 The BOD may appoint the committees mentioned in Clause 4.3.6.7 above, in any combination as deemed appropriate to foster good corporate governance.
- 4.3.6.9 Notwithstanding Clause 4.3.6.7 above, the BOD may appoint any other committee or subcommittee as may be required.





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- 4.3.6.10 The BOD determines the terms of reference, life span, role and function of any committee or subcommittee appointed by it.

**Bank account**

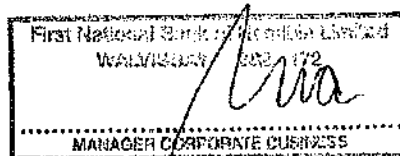
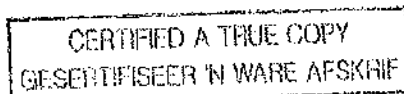
- 4.3.6.11 The BOD must cause the Company to open and maintain a bank account at a bank approved by the BOD.
- 4.3.6.12 All funds of every kind and nature received by the Company, including capital contributions, loan proceeds and operating receipts, must be deposited into such bank account.
- 4.3.6.13 The BOD must determine appropriate financial controls to be instituted to ensure proper control of the Company's funds.

**Risk management**

- 4.3.6.14 The BOD must cause the Company to annually assess the adequacy of its identification, analysis and mitigation of risks related to the interests of its SHAREHOLDERS, its customers and the general public.
- 4.3.6.15 The BOD must cause the Company to keep insured by financially sound and reputable insurers, all assets of character usually insured, and carry such other insurance as is usually carried by companies engaged in the same or similar business, against loss or damage of the kind and in the amounts customarily insured against by such companies.
- 4.3.6.16 The BOD may insure the Company against any other risks, which the BOD deems necessary.

**Financial management policy**

- 4.3.6.17 The BOD must cause the Company to develop and maintain a prudent financial management policy that aligns with its main object and business.



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- 4.3.6.18 The financial management policy must include appropriate arrangements pertaining to supply chain management.

#### Financial reporting

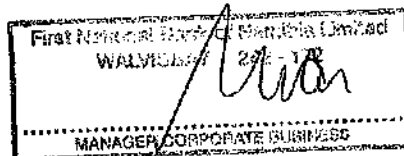
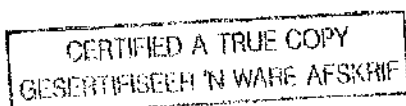
- 4.3.6.19 The BOD is responsible for the submission of annual financial statements, within 90 (ninety) days after the end of each financial year, to the SHAREHOLDERS in Annual General Meeting.
- 4.3.6.20 A copy of the annual financial statements, including but not limited to, the chairperson's annual report must be sent to the SHAREHOLDERS at least 21 (twenty-one) days before the date of the meeting.

#### Accounting records and inspection

- 4.3.6.21 The BOD must maintain such accounting records as may be required by law and necessary to present the state of affairs and the business of the Company and to explain the transactions and financial position of the business of the Company.
- 4.3.6.22 The accounting records of the Company must be kept at its registered office, and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed by a resolution of the SHAREHOLDERS in general meeting, must be open to the inspection of the SHAREHOLDERS during business hours.

#### 4.3.7 Business plan

- 4.3.7.1 The business plan of the Company has a 5 (five) year revolving time frame.
- 4.3.7.2 The business plan must include arrangements relating to the following:
- (a) Organisational, financial, operational, skills development and technical strategies;



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- (b) The appointment of an executive management committee with delegated powers, which is responsible for the day-to-day management of the Company;
- (c) an appropriately phased implementation plan for the execution of the business;
- (d) risk management strategies;
- (e) internal controls, quality assurance and insurance;
- (f) management information and support systems;
- (g) financing plan, including the projected income and expenditure, and annual operating budget;
- (h) projected efficiency and quality of service improvements;
- (i) other arrangements reasonably determined by the BOD from time to time.

## 4.3.7.3 The CEO must –

- (a) revise and update the business plan as and when necessary (but at least annually); and
- (b) submit the revised or updated business plan for approval by the BOD at its next meeting.

4.3.7.4 The CEO must, within 60 (sixty) days from the date of the signing of this Agreement, and thereafter, at least 90 (ninety) days before the commencement of each financial year of the Company, prepare a proposed annual operating and capital budget reflecting estimated receipts and expenditures of the Company for the financial year.

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4.3.7.5 The annual operating and capital budget must be submitted to the BOD for approval. If approved, such annual operating and capital budget applies for the following financial year. If not approved, the CEO must cause it to be revised appropriately and re-submitted to the BOD for approval.

4.3.7.6 In the event that the BOD fails to approve, or reject, the annual operating and capital budget prior to the commencement of the period to which it relates, the Company must continue to conduct its business on the basis of the previous annual operating and capital budget with each of the items of the operating and capital costs increased to take into account inflationary increases using such consumer price index agreed upon by the BOD until such time as the BOD approves the annual operating and capital budget for the financial year concerned.

#### 4.4 MANAGEMENT

4.4.1 The day-to-day management structure of the Company is stated in the Business Plan.

4.4.2 The BOD appoints the CEO.

4.4.3 The managers of the Company are appointed by the BOD in accordance with the relevant provisions in the Business Plan.

4.4.4 The powers and duties of the managers are determined by the BOD.

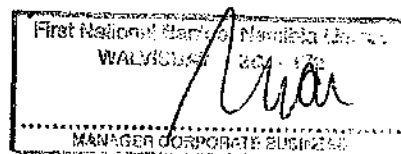
### PART 5: CHANGE IN OWNERSHIP

#### 5.1 ENTRY OF NEW SHAREHOLDERS

##### 5.1.1 Restrictions on transfer

5.1.1.1 Except as expressly permitted in Clause 5.1.1.2 below, no SHAREHOLDER may, without the prior written consent of all the other SHAREHOLDERS transfer its shares to a third party, or permit the shares to become subject to any encumbrance, whether in favour of lenders, if so required, or otherwise. Any attempted transfer or attempt to subject any or all of its shares to any

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encumbrance, which is not in compliance with this Clause, is void and of no force and effect.

5.1.1.2 Notwithstanding anything to the contrary herein contained, no share may be transferred unless the person to whom the share will be transferred, agrees in writing to be bound by the provisions of this Agreement.

#### 5.1.2 Permitted transfers

A SHAREHOLDER may transfer any or all of its shares to any of the other SHAREHOLDERS.

#### 5.1.3 Issue of Shares

5.1.3.1 Subject to Clause 5.1.3.2 below, no new shares in the capital of the Company may be issued other than by way of a *pro rata* rights offer to the holders of existing shares at the time unless otherwise agreed by all the SHAREHOLDERS.

5.1.3.2 Additional shares in the capital of the Company are issued to the holders of existing shares according to the results of any shareholding re-valuation specified in Schedule 2.

#### 5.1.4 Public offering

No shares of the Company may at any time be offered to the public or traded on any stock exchange unless otherwise agreed by all the SHAREHOLDERS.

### 5.2 EXIT OF EXISTING SHAREHOLDERS AND COMPENSATION

5.2.1 Any SHAREHOLDER is entitled to withdraw from the Company by calling in writing for a review of the activities of the Company by the BOD on at least 60 (sixty) days prior written notice, setting out in detail the reasons why the requesting SHAREHOLDER is of the opinion that the activities of the Company do not proceed as envisaged.

5.2.2 At such review meeting the BOD must consider and discuss all the issues raised by the requesting SHAREHOLDER. If the BOD fails to reach agreement

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on the way in which to proceed or to address any grievances by the requesting SHAREHOLDER, a dispute is deemed to exist and either of the SHAREHOLDERS is entitled to refer the dispute for arbitration as contemplated in Clause 6.9 below.

5.2.3 As an alternative to the above:

- (a) Any of the SHAREHOLDERS is entitled to make an offer for the acquisition of the shares of the requesting SHAREHOLDER in the Company; or
- (b) The requesting SHAREHOLDER is entitled to offer its shares for transfer in accordance with Clause 5.1.1 above:

Provided that any acquisition or transfer of shares taking place after the date of the original notice by the requesting SHAREHOLDER must be implemented on a consensus basis.

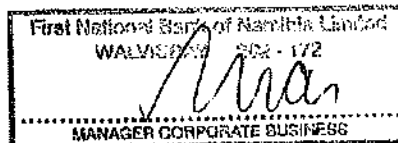
## PART 6: GENERAL

### 6.1 GOOD FAITH

The SHAREHOLDERS must at all times for the duration of this Agreement exercise their rights and comply with or perform their obligations in terms of this Agreement in mutual trust and good faith by –

- (a) assisting and supporting each other;
- (b) informing each other of, and consulting each other on, matters of common interest;
- (c) co-ordinating their actions with each other; and
- (d) adhering to agreed procedures.

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**6.2 GOVERNING LAW AND RULING LANGUAGE**

6.2.1 This Agreement is governed by and must be construed in accordance with the laws of the Republic of Namibia.

6.2.2 All correspondence between the SHAREHOLDERS and all documents pertaining to this Agreement must be in English.

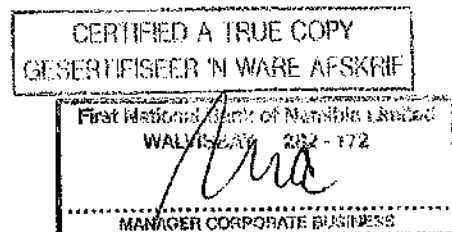
**6.3 COMMUNICATIONS AND NOTICES**

6.3.1 For the purposes of this Agreement, or with regard to any matter arising from or in connection with this Agreement, the SHAREHOLDERS choose as their respective *domicilia citandi et executandi*, the following addresses:

(a) ERC:  
Tobias Hainyeko Avenue  
Swakopmund  
PO Box 1230  
Swakopmund  
Telephone: (064) 40 5420  
Facsimile: (064) 40 5418  
E-mail: [ceo@erc.com.na](mailto:ceo@erc.com.na)

(b) MHB:  
Jakkalsputz Road  
Henties Bay  
PO Box 61  
Henties Bay  
Telephone: (064) 50 0007  
Facsimile: (064) 50 2001  
E-mail: [hbaytc@tway.na](mailto:hbaytc@tway.na)

(c) MK:  
Kaik Street  
Karibib  
PO Box 14  
Karibib



## Shareholders' Agreement

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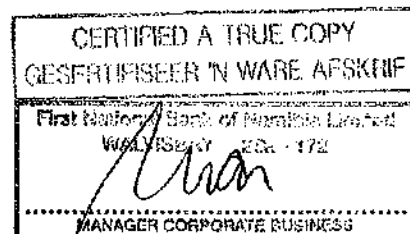
Telephone: (064) 55 0016  
 Facsimile: (064) 55 0032  
 E-mail: [karibib@lway.na](mailto:karibib@lway.na)

(d) MO:  
 Wilhelm Zeraua Road  
 Omaruru  
 PO Box 14  
 Omaruru  
 Telephone: (064) 57 0028  
 Facsimile: (064) 57 0105  
 E-mail: [muniomar@lway.na](mailto:muniomar@lway.na)

(e) MS:  
 Daniël Tjongarero Avenue  
 Swakopmund  
 PO Box 53  
 Swakopmund  
 Telephone: (064) 410 4111  
 Facsimile: (064) 410 4213  
 E-mail: [swkmun@swkmun.com.na](mailto:swkmun@swkmun.com.na)

(f) MU:  
 Kaiser Wilhelm Street  
 Usakos  
 PO Box 67  
 Usakos  
 Telephone: (064) 53 0023  
 Facsimile: (064) 53 0231  
 E-mail: [usakosla@lway.na](mailto:usakosla@lway.na)

(g) MWB:  
 Civic Centre  
 Nangolo Mbumba Drive  
 Walvis Bay  
 Private Bag 5017





## Shareholders' Agreement

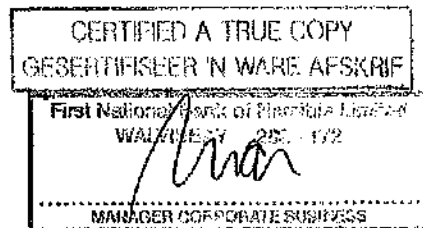
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Walvis Bay  
 Telephone: 064 201 3201  
 Facsimile: 064 200 525  
 E-mail: [akatiti@walvisbaycc.org.na](mailto:akatiti@walvisbaycc.org.na)

(h) NP:  
 NamPower Centre  
 15 Luther Street  
 Windhoek  
 PO Box 2864  
 Windhoek  
 Telephone: (061) 205 4111  
 Facsimile: (061) 23 2805  
 E-mail: [register@nampower.com.na](mailto:register@nampower.com.na)

(i) TA:  
 Milkwood Road  
 Arandis  
 PO Box 471  
 Arandis  
 Telephone: (064) 51 0171  
 Facsimile: (064) 51 0309  
 E-mail: [arandtc@iway.na](mailto:arandtc@iway.na)

(j) VU:  
 Main Street  
 Upper Town  
 Uis  
 PO Box 82  
 Uis  
 Telephone: (064) 50 4006  
 Facsimile: (064) 50 4139.



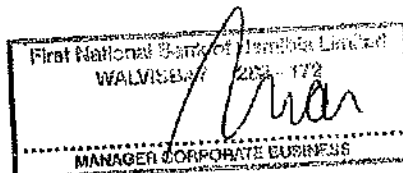
6.3.2 A SHAREHOLDER is entitled by fourteen (14) days' prior written notice to the other SHAREHOLDERS to change its *domicilium citandi et executandi* so stipulated.

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- 6.3.3 Any notice or communication required to be given under this Agreement, is valid and effective only if in writing.
- 6.3.4 Unless the contrary is proved, any notice or communication to a SHAREHOLDER:
- (a) Sent by certified or registered mail in a correctly addressed envelope is deemed to have been received on the seventh (7<sup>th</sup>) Working Day after posting;
  - (b) delivered by hand to a representative of the SHAREHOLDER concerned during ordinary business hours against written acknowledgement of receipt, is deemed to have been received on the day of delivery;
  - (c) sent by facsimile transmission to its chosen telefax number, is deemed to have been received on the Working Day after the day of despatch, if the sender maintains a log created at the time of transmission indicating receipt;
  - (d) sent by electronic mail message to its chosen electronic mail address, is deemed, subject to Clause 6.3.5(b) below, to have been received on the Working Day after the day of dispatch.
- 6.3.5 Notwithstanding anything to the contrary contained in this Agreement:
- (a) A written notice or communication actually received by a SHAREHOLDER is an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address; and
  - (b) an electronic mail message sent by one SHAREHOLDER to the other is deemed to constitute an effective notice under this Agreement only if:

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- (i) The electronic mail message prominently states that it is being given under this Agreement and requests an electronic mail response acknowledging receipt;
- (ii) the electronic mail message is addressed, and sent to the electronic mail address, of a person authorised in writing by a SHAREHOLDER as the person to whom electronic mail messages under this clause may be sent; and
- (iii) the responding electronic mail message –
  - (aa) clearly refers to the specific electronic mail message to which it is responding; and
  - (bb) includes a copy of the text of such message.

#### 6.4 PARTIAL INVALIDITY OF AGREEMENT

If any part of any term or condition in this Agreement is found by an arbitrator or court or other competent authority to be void or unenforceable, such part of the term or condition is deemed to have been deleted from this Agreement and the remainder of such term or condition and the remaining terms and conditions in this Agreement continue in full force and effect.

#### 6.5 REPRESENTATIONS AND WARRANTIES

The SHAREHOLDERS represent and warrant to each other that –

- (a) they have the power to enter into and exercise their rights and comply with or perform their obligations under this Agreement;
- (b) their entry into and the exercise of their rights and the compliance with or performance of their obligations under this Agreement do not, to the best of their knowledge and belief –
  - (i) conflict with, or result in, any breach of any of the terms and conditions of, or constitute a default under, any agreement or other instrument to which they are a party or by which they are bound;
  - (ii) contravene or conflict with the provisions of any law; and

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- (c) no litigation, arbitration, tax claim or administrative proceeding is to the best of the knowledge of any of the SHAREHOLDERS, threatening to restrain the entry into or exercise of any of its rights or compliance with or performance of its obligations under this Agreement.

## 6.6 ASSIGNMENT

No SHAREHOLDER has the right to assign or transfer its rights and obligations under this Agreement, or any part thereof, without the prior written approval of the other SHAREHOLDER, which approval may not be unreasonably withheld.

## 6.7 VARIATION AND INDULGENCES

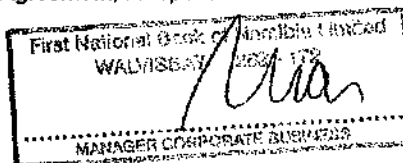
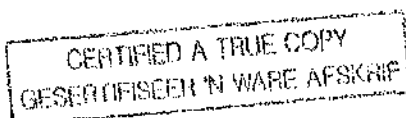
- 6.7.1 This Agreement constitutes the sole and exclusive agreement between the SHAREHOLDERS relating to the transactions and matters recorded therein, and no warranties, representations or other terms and conditions of whatsoever nature not expressly recorded therein, are of any force or effect.

- 6.7.2 No variation of the terms and conditions of this Agreement is of any force or effect unless reduced to writing and signed by the SHAREHOLDERS or their representatives.

- 6.7.3 No indulgence, extension of time, relaxation or latitude which a SHAREHOLDER ("the grantor") may show, grant or allow to any other SHAREHOLDER ("the grantee") constitutes a waiver by the grantor of any of its rights and the grantor may not thereby be prejudiced or prevented from exercising any of its rights against the grantor which may have then already arisen or which may thereafter arise.

## 6.8 CONFIDENTIALITY

- 6.8.1 A receiving SHAREHOLDER undertakes to keep any information obtained from a disclosing SHAREHOLDER strictly confidential for the duration of this Agreement and for an additional period of 5 (five) years from the date of termination of this Agreement, irrespective of the date of disclosure.



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6.8.2 The receiving SHAREHOLDER must protect the confidential information of the disclosing SHAREHOLDER and must apply reasonable safeguards against the disclosure or use in any form of such information.

6.8.3 Subject to Clause 6.8.4 below, the receiving SHAREHOLDER may not utilise, sell, publish or otherwise disclose such confidential information to any third party in any manner whatsoever, including by means of photocopy or reproduction, without the prior written consent of the disclosing SHAREHOLDER.

6.8.4 The receiving SHAREHOLDER may disclose the confidential information without the prior written consent of the disclosing SHAREHOLDER to such of the following persons who have a clear need to know for purposes of this Agreement:

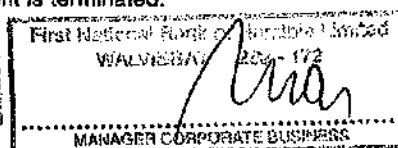
- (a) Employees of the receiving SHAREHOLDER;
- (b) employees of a legal entity affiliated to the receiving SHAREHOLDER;  
or
- (c) any professional consultant, contractor or agent retained by the receiving SHAREHOLDER,

in which case the receiving SHAREHOLDER must, prior to making any such disclosure, obtain an undertaking of confidentiality, in the same form and content as this Clause, from each such person.

6.8.5 The confidential information remains the property of the disclosing SHAREHOLDER and must be returned to that SHAREHOLDER, if—

- (a) that SHAREHOLDER demands its return at any time upon giving written notice to the receiving SHAREHOLDER: Provided that such demand does not affect the capacity of the receiving SHAREHOLDER to comply with or perform its obligations under this Agreement; or
- (b) this Agreement is terminated.

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6.8.6 This clause, except Clause 6.8.5 above, does not apply to:

- (a) Information in the public domain otherwise than by breach of this Clause;
- (b) information that was not obtained under any obligation of confidentiality; and
- (c) information obtained from a third party whom the receiving SHAREHOLDER believes, after reasonable inquiry, is free to divulge the information so long as such information was not obtained by the receiving SHAREHOLDER under any obligation of confidentiality to the third party.

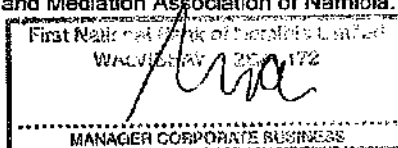
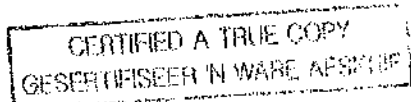
## 6.9 SETTLEMENT OF DISPUTES

6.9.1 In the event of any dispute or difference between the SHAREHOLDERS arising from or in connection with this Agreement ("Dispute"), other than a Dispute on the protection of Intellectual property rights, which cannot be resolved by the SHAREHOLDERS in accordance with the terms and conditions of this Agreement, the SHAREHOLDER wishing to declare the Dispute must deliver to the other SHAREHOLDERS a written notice, which sets out:

- (a) A brief description of the nature of the Dispute, including the amount involved, if any, and the date on which the Dispute arose; and
- (b) the relief sought.

6.9.2 Within 14 (fourteen) days from the date of delivery of a notice of the Dispute, the SHAREHOLDERS must attempt to settle the Dispute by discussions conducted among those representatives of each SHAREHOLDER with the appropriate decision-making authority.

6.9.3 If such individuals are unable to reach agreement within the 14 (fourteen) days' period, or such longer period as they may agree, the Dispute must be referred to arbitration by a single arbitrator to be nominated by the chairperson of the Professional Arbitration and Mediation Association of Namibia.



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- 6.9.4 In all respects the arbitration must be in accordance with the rules, requirements and procedures determined by the Professional Arbitration and Mediation Association of Namibia.
- 6.9.5 Each SHAREHOLDER carries its own costs relating to the arbitration proceedings except where the arbitrator makes a different award for costs.
- 6.9.6 Any award, including an award for costs, made by the arbitrator is final and binding upon the SHAREHOLDERS concerned and must be carried into effect by them and may be made an order of any competent court.
- 6.9.7 The procedures in this Clause do not prevent either SHAREHOLDER from obtaining appropriate relief on an urgent basis from a competent court pending the decision of the arbitrator.
- 6.9.8 This clause is severable from the rest of this Agreement and therefore remains in effect even if this Agreement is terminated.

**6.10 COSTS OF AGREEMENT**

Each SHAREHOLDER is obliged to pay its own costs and expenses incurred in relation to the preparation, negotiation and signing of this Agreement.

**6.11 INTELLECTUAL PROPERTY RIGHTS**

- 6.11.1 The SHAREHOLDERS must assist each other in every way to secure, maintain and protect for a SHAREHOLDER's benefit, all Intellectual property rights that may be vested in that SHAREHOLDER in respect of any design, patent, data, information, method, procedure or other source used or applied in exercising its rights or complying with or performing its obligations under this Agreement.
- 6.11.2 Intellectual property generated by the Company vests in the Company.
- 6.11.3 The SHAREHOLDERS warrant that their respective technologies, or the use thereof, do not, to the best of their knowledge and belief, infringe the intellectual property rights of any third parties. The following provisions apply to any claim made against any SHAREHOLDER or the Company arising from any

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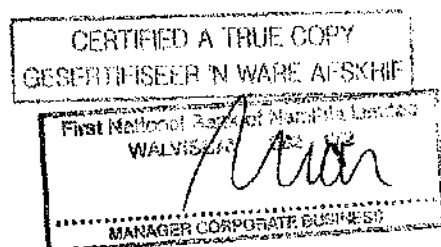
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alleged infringement of intellectual property rights of a third party or to legal proceedings arising from such claim:

- (a) The SHAREHOLDER or the Company against which the claim is made ("affected Party") by a third party must immediately notify the SHAREHOLDER or the Company whose technology is affected by such claim ("defending Party") of the claim, whereupon the defending Party must defend such claim and any legal proceedings arising from it at its expense and indemnify the affected Party against such claim;
- (b) the affected Party must give the defending Party all reasonable assistance in the defence of such claim;
- (c) the defending Party may in its discretion abandon the defence to the claim or compromise the claim.

#### 6.12 ENTRY INTO FORCE

This Agreement enters into force on the Effective Date.





Shareholders' Agreement

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Thus done and signed at Swakopmund this 9<sup>th</sup> day of December 2005.

For ERC

As Witness

Signature: [Signature]

Signature: [Signature]

Name: L //GAROEB  
Capacity: Chief Regional Officer

Name: D. BUCHANI

Thus done and signed at Windhoek this 7<sup>th</sup> day of December 2005.

For the Company

As Witness

Signature: [Signature]

Signature: [Signature]

Name: OS NETTA  
Capacity: Director

Name: Lydia Schiebler

Thus done and signed at Swakopmund this 13<sup>th</sup> day of December 2005.

For MHB

As Witnesses

Signature: [Signature]

Signature: [Signature]

Name: PL GURIRAB  
Capacity: Chief Executive Officer

Name: NICOLEY GAEB

Signature: [Signature]

Signature: [Signature]

Name: M //ARESES  
Capacity: Chairperson: Management Committee

Name: Inacia Brandt

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First National Bank of Namibia Limited  
WALVISBAY 102-172  
[Signature]  
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Thus done and signed at Karibib this 8<sup>th</sup> day of December 2005.

For MK

As Witnesses

Signature: [Signature]

Signature: [Signature]

Name: EH HASHEELA  
Capacity: Chief Executive Officer

Name: Mariusen Sinenen

Signature: [Signature]

Signature: [Signature]

Name: K SWARTZ  
Capacity: Chairperson: Management Committee

Name: Mariusen Sinenen

Thus done and signed at Amasheela this 7<sup>th</sup> day of December 2005.

For MO

As Witnesses

Signature: [Signature]

Signature: [Signature]

Name: J XOAGUB  
Capacity: Chief Executive Officer

Name: Amantha T. Meyer

Signature: [Signature]

Signature: [Signature]

Name: LJ KONGORO  
Capacity: Chairperson: Management Committee

Name: Amantha T. Meyer

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First National Bank of Namibia Limited  
WALVISBACH 1952-1972  
[Signature]  
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Shareholders' Agreement

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Thus done and signed at ~~Sunepumud~~ <sup>Sunepumud</sup> this 13<sup>th</sup> day of December 2005.

For MS

As Witnesses

Signature: [Signature]

Signature: [Signature]

Name: EUW DEMASIUS  
Capacity: Chief Executive Officer

Name: ROLAND R-R. RITTMANN

Signature: [Signature]

Signature: [Signature]

Name: GN SHITALENI  
Capacity: Chairperson: Management Committee

Name: ROLAND R-R. RITTMANN

Thus done and signed at Usakos this 8<sup>th</sup> day of December 2005.

For MU

As Witnesses

Signature: [Signature]

Signature: [Signature]

Name: AM MATOMOLA  
Capacity: Acting Chief Executive Officer

Name: D.A. STRAMISS  
MAYOR

Signature: [Signature]

Signature: [Signature]

Name: P. HERMANN  
~~D.A. STRAMISCH~~  
Capacity: Chairperson: Management Committee

Name: D.A. STRAMISS  
MAYOR

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GESERTIFISIER N WARE AF-SIERE

First National Bank of Botswana Limited  
WALVISBACH 172  
[Signature]  
MANAGER CORPORATE BUSINESS

Shareholders' Agreement

ERONGO RED

Thus done and signed at Walvis Bay this 9<sup>th</sup> day of December 2005.

For MWB

As Witnesses

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Name: A KATITI  
Capacity: Chief Executive Officer

Name: EA Opper

Signature: [Handwritten Signature]

Signature: \_\_\_\_\_

Name: A KANDJALA  
Capacity: Chairperson: Management Committee

Name: \_\_\_\_\_

Thus done and signed at Windhoek this 7<sup>th</sup> day of December 2005.

For NP

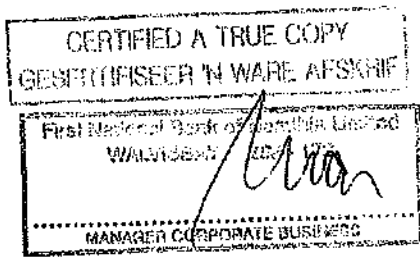
As Witness

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Name: LEAKE S HANGALA  
Capacity: Managing Director

Name: S. AKWESINDA



Shareholders' Agreement

ERONGO RED

Thus done and signed at Arandis this 5<sup>th</sup> day of December 2005.

For TA

As Witnesses

Signature: [Signature]

Signature: [Signature]

Name: F CLOETE  
Capacity: Chief Executive Officer

Name: C. BARENDUS

Signature: [Signature]

Signature: [Signature]

Name: J NAMUPALA  
Capacity: Chairperson: Management Committee

Name: C. BARENDUS

Thus done and signed at Uis this 8<sup>th</sup> day of December 2005.

For VU

As Witness

Signature: [Signature]

Signature: [Signature]

Name: Z /UISEB  
Capacity: Chief Executive Officer

Name: Inecia Brandt

Signature: [Signature]

Signature: [Signature]

Name: S VAN HEERDEN  
Capacity: <sup>Vice</sup> Chairperson: Council

Name: Inecia Brandt

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First National Bank of Namibia Limited  
WALVISBAY 061 172  
[Signature]  
MANAGER CORPORATE BUSINESS

**SCHEDULE 2**  
**VALUATION OF OWNERSHIP**  
*(Clause 3.1.2)*

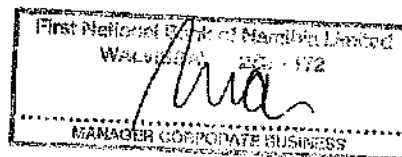
2.1 The initial weighted average percentage shareholding of each SHAREHOLDER is as follows:

Shareholder	Number of shares	Percentage shareholding
ERC	40 000	0.32%
MHB	578 750	4.63%
MK	180 000	1.44%
MO	230 000	1.84%
MS	3 561 250	28.40%
MU	157 500	1.26%
MWB	6 233 750	49.87%
NP	1 267 500	10.14%
TA	207 500	1.66%
VU	43 750	0.35%
Total	12 500 000	100.00%

2.2 The initial weighted average shareholding mentioned in paragraph 2.1 above, has been calculated according to the following formula:

- (a) 50% (fifty percent) of the shareholding is based on the value of each SHAREHOLDER's assets to be transferred to the Company by means of a transfer agreement; and
- (b) 50% (fifty percent) of the shareholding is based on the electricity (kWh) purchased for distribution by each SHAREHOLDER during the

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Shareholders' Agreement

ERONGO RED

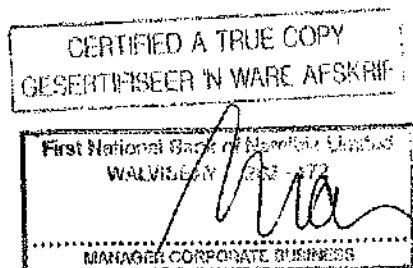
period of 12 (twelve) months immediately preceding the last meter reading cycle prior to the Effective Date.

2.3 For the purposes of paragraph 2.2 above, "Transfer Agreement" means the transfer agreement to be entered into between the Company and the respective SHAREHOLDERS.

2.4 The initial weighted average shareholding mentioned in paragraph 2.1 above, is re-valued every 5 (five) years on the basis that:

- (a) The 50% (fifty percent) of shareholding based on the initial asset value is retained; and
- (b) the remaining 50% (fifty percent) of shareholding based on electricity (kWh) purchased by each SHAREHOLDER is re-valued on the relative value of the total of the last 2 (two) years' electricity purchased for distribution within the SHAREHOLDER's area of jurisdiction,

upon which re-valuation the resulting increased percentage shareholding, if any, is added to the weighted average shareholding mentioned in paragraph 2.1, and additional shares issued in accordance with Clause 5.1.3.2 of the Agreement: Provided that in the event of a re-valuation resulting in zero, the initial weighted average shareholding is maintained.



11.1.21

**DR RAIMO NAANDA: DEMAND FOR COUNCIL TO SETTLE LEGAL COST FOR ERF 10038, EXTENSION 15, SWAKOPMUND**

(C/M 2021/02/25 - E 10038)

**Special Management Committee Meeting of 19 February 2021, Addendum 5.1 page 34 refers.**

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

**1. Introduction**

The attached e-mail Annexure "A" dated **26 November 2020** was received from Dr Naanda requesting that Council settles the legal cost incurred by him with his lawyer Messrs Angula Co. Inc as a result of engaging them in the process of applying for the waiver of the annual 5% escalation on the purchase price for Erf 10038, Extension 15, Swakopmund.

The above request is following the decision taken by Council on **19 November 2020** under item 11.1.38 which reads as follows:

*That Council repeals point (a) of Council's resolution of 31 August 2020, item 11.1.1 and replaces it with the following:*

- (a) *That Council remains with the purchase price of N\$ 1015.00/m<sup>2</sup> X 598m<sup>2</sup> = N\$ 606 970.00 for Erf 10038, Extension 15, Swakopmund as approved by Council on 26 January 2017, item 11.1.16.*
- (b) *That Council approves the application of Messrs Angula Co. Incorporated on behalf of Dr Raimo Naanda and waives the 5% escalation on the purchase price of Erf 10038, Extension 15, Swakopmund.*
- (c) *That all approvals of the purchase price for a sale by private treaty clearly states that the purchase price escalates by 5% annually in terms of Council's Property Policy calculated until the date of transfer.*

The above decision was conveyed to Dr Naanda's lawyer on **23 November 2020**. On **26 November 2020**, Dr Naanda responded via e-mail requesting that Council settles his legal costs in the amount of N\$8 818.50.

Dr Naanda was informed as per letter dated 08 December 2020 (**Annexure "B"**) that Council cannot settle his legal cost as Council exercised its discretion to apply the provision of the Property Policy. On **15 January 2015** he again sent an e-mail demanding that Council pay his legal cost which he believes to be due to Council's fault. The following is quoted from his e-mail:

*"I should point out to you that when the sale was offered to me Council Policy provisions were not communicated to me which I objected because it was not part of the sale condition. This resulted in me enlisting the services of my lawyers to contest what was put forward by Council to me. What Council seem to fail to understand is that it failed to communicate their policy to me which*



*resulted in unnecessary expenses on my part. Be it as it may, will again enlist the services of my lawyers to demand the legal cost unnecessary incurred".*

## 2. Background

During 2016, Dr Naanda applied to purchase a portion of Wild Olive Street (currently known as Erf 10038) with aim to consolidate it with Erf 5236. Council on **31 August 2016**, under item 11.1.15 approved the sale subject to the conditions attached as **Annexure "C"**. Subsequent to the above Council resolution, Council on **26 January 2017** under item 1.1.16 approved the purchase price of the allocated portion and passed the following resolution:

- (a) *That Council approves the purchase price of N\$ 609 000.00 (600m<sup>2</sup> x N\$ 1 015.00) of a portion of Wild Olive Street in Extension 15 situated between Erf 5236 and 5281 and 5282, Swakopmund (Annexure "C") (on file) to Dr Raimo Naanda being the owner of Erf 5236, Swakopmund subject to the conditions of sale approved by Council on 31 August 2016 under item 11.1.15.*
- (b) *That Dr Raimo Naanda confirms in writing the acceptance of the purchase price whereafter the sale be advertised as required in terms of the Local Authorities Act, Act 23 of 1992, as amended at his cost.*
- (c) *That subject to point (b) above, Dr R Naanda proceeds with the statutory process of permanent closure, subdivision and consolidation the portion with Erf 5236, Swakopmund.*
- (d) *That the sale transaction be concluded within 3 months after the statutory process is finalized.*

Following the above resolution, Dr Naanda was informed on **30 January 2017** to proceed with statutory processes of subdivision, street closure, and consolidation while the sale is put on hold pending the approved diagram of the erf indicating the correct size the portion of land whereafter the Deed of Sale can be signed.

Dr Naanda proceeded with the statutory process and his Town Planner, Messrs Stewart Planning on **05 June 2020** informed Council that the statutory process was finalized. A letter was sent to Dr Naanda informing him that the purchase price has escalated from January 2018 until January 2020 as indicated below:

Year	Price	5%
January 2018	N\$1 015.00	N\$50.75
January 2019	N\$1 065.75	N\$53.29
January 2020	N\$1 119.04	N\$55.95

i.e. from N\$609 000.00 to N\$669 184.43 based on the size of 598m<sup>2</sup> as indicated on the approved diagram.

An e-mail dated **14 July 2020** was received from Dr Naanda requesting that Council waives the annual 5% escalation on the purchase price for the allocated Erf 10038, Extension 15, Swakopmund. Council resolved on **31 August 2020**, under item 11.1.1 as follows:

- (a) *That Council does not waive the escalation of the purchase price which increased from N\$1 015.00/m<sup>2</sup> to N\$1 119.00/m<sup>2</sup> as it is not in line with Council's Property Policy.*
- (b) *That upon acceptance of the escalation of the purchase price by the purchaser, Council's intention to sell Erf 10038, Swakopmund be advertised for possible objections as required in terms of the Local Authorities Act, Act 23 of 1992 at the cost of the purchaser.*

Subsequent to the above decision, a letter dated **11 September 2020** was received from Angula Co. Inc. on behalf of Dr Naanda appealing to Council to reconsider point (a) and (b) of the above Council resolution.

Messrs Angula claimed that the offer that Council made to their client creates an agreement between the parties and the acceptance of the offer was unequivocal which created a contract that legally bound the parties. It was not a condition that the purchase price of a street portion that was offered to their client would be subject to the escalation of 5% as required in terms of the Property Policy. Messrs Angula's opinion was that Council should keep to the terms of the original agreement, if not, they will institute legal proceedings in the High Court of Namibia for the enforcement of the agreement. They claimed that their client cannot afford to pay more than the approved price as he has already saved the money for the approved price. Council's Property Policy makes provision that the purchase price must escalate with 5% per annum.

After scrutinizing all correspondences, the Municipality sent to Dr Naanda, it was noted that it was not explained that the purchase price will escalate with 5% per annum. However, the purchaser was informed to proceed with the statutory process while the sale is put on hold until the statutory process is finalized. For this reason, it was considered unreasonable for Council to enforce the price escalation. Council thus on **19 November 2020** under item 11.1.38 approved the application of Dr Naanda and waived the 5% escalation on the purchase price of Erf 10038, Swakopmund as indicated under point 1 above.

Dr Naanda was informed of the Council's resolution on **23 November 2020** and was requested to indicate whether he accepts the conditions whereafter the sale can be advertised as required in terms of the Local Authorities Act of 1992. To date he has not indicated whether he wishes to proceed or accept the Council decision.

### 3. Discussion

Dr Naanda is now requesting Council to settle the amount received from Messrs Angula Co. Inc for the legal advice and Messrs Angula Co. Inc to write a letter to Council.

He is of the opinion that it would be administratively fair for Swakopmund Municipality to pay the legal cost which was unavoidable. No proof of the bill from his lawyer is submitted for the claim in question.

It is recommended that Council declines the request of Dr Naanda to settle the legal cost on his behalf as he acted in his own interest to engage his lawyer on the matter. Council based its decision on the delay in transfer arising from the statutory process to be finalized. The Property Policy is a legal document that guides Council in all Council's land related matter and Council can use it to exercise its discretion to apply the provisions contained therein.

Additionally, Council on **31 August 2016**, under item 11.1.15 approved the sale subject to the following conditions:

(a) *That a portion of Wild Olive Street in Extension 15 between Erf 5236 and Erf 5381 and 5382, Swakopmund measuring  $\pm 600\text{m}^2$  be sold to Dr R Naanda, being the owner of Erf 5236, Swakopmund for the consolidation thereof with Erf 5236, Swakopmund subject to the following conditions:*

(ix) *That all costs regarding this transaction be for the account of the applicant.*

According to the above condition (ix), the purchaser is liable for all costs related to the transaction whether direct or indirect.

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

#### **RECOMMENDED:**

- (a) **That the application of Dr Raimo Naanda for Council to settle his legal costs, due to Messrs Angula Co. Inc for legal advice and to write a letter to Council not be approved because in terms of the conditions approved by Council on 31 August 2016, item 11.1.5 point (a) (ix) all costs incurred is for the account of the applicant.**
  - (b) **That Dr Raimo Naanda confirm within 5 (five) days of accept of this transaction whether he intends to continue with the purchase unconditionally, failing which the transaction is terminated.**
-

**Margaret Sheehama**

**From:** Ndapewa Naanda <ndapewa771@gmail.com>  
**Sent:** Friday, 15 January 2021 19:39  
**To:** Margaret Sheehama  
**Cc:** Alfeus Benjamin; Andre Plaatjie; Annalize Swart; Stephny Bruwer  
**Subject:** Re: REQUEST FOR REFUND OF EXPENSES INCURRED

**ANNEXURE "A"**

Dear Margaret,

I am glad to note that the matter has been referred to Council. It all depends what Management submit to Council, highlighting the failure of not informing me accordingly about Council Policy.

I am waiting in anticipation.

Regards

On Fri, 15 Jan 2021 at 9:01 AM, Margaret Sheehama <[msheehama@swkmun.com.na](mailto:msheehama@swkmun.com.na)> wrote:

Dear Dr

Your concern will be submitted to Council in February and will revert to you once a decision is taken.

Regards

**From:** Ndapewa Naanda [mailto:[ndapewa771@gmail.com](mailto:ndapewa771@gmail.com)]  
**Sent:** Friday, 15 January 2021 08:40 AM  
**To:** Margaret Sheehama  
**Cc:** Alfeus Benjamin; Andre Plaatjie; Annalize Swart; Stephny Bruwer  
**Subject:** Re: REQUEST FOR REFUND OF EXPENSES INCURRED

Dear Margaret,

Your letter of response is well received.

I should point out to you that when the sale was offered to me Council Policy provisions were not communicated to me which I objected because it was not part of the sale condition. This resulted in me enlisting the services of my lawyers to contest what was put forward by Council to me. What Council seem to

fail to understand is that it failed to communicate their policy to me which resulted in unnecessary expenses on my part.

Be it as it may, will again enlist the services of my lawyers to demand the legal cost unnecessary incurred.

Regards

Raimo

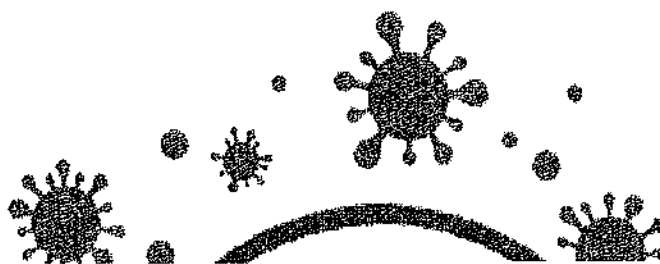
On Fri, 15 Jan 2021 at 8:25 AM, Margaret Sheehama <[msheehama@swkmun.com.na](mailto:msheehama@swkmun.com.na)> wrote:

Dear Dr Raimo

Attached is our response your application. My apology if the attached letter did not reached you yet.

Regards

Margaret



**Margaret SI**  
Property Office  
Human Capita  
Municipality S

cnr Rakotoka Street &  
Office: +264 64 410 4  
Website: [www.swkmun.com.na](http://www.swkmun.com.na)



Thank you for consider



**SYMPTOMS AWARE**



**DISINFECTANT**



**KEEP CLEAN**



**AVOID**

**From:** Ndapewa Naanda [mailto:[ndapewa771@gmail.com](mailto:ndapewa771@gmail.com)]  
**Sent:** Friday, 15 January 2021 06:28 AM  
**To:** Annalize Swart; Alfeus Benjamin; Margaret Sheehama; Annalize Swart  
**Subject:** Re: REQUEST FOR REFUND OF EXPENSES INCURRED

Dear Ms. Swart,

I refer to my email below and regret that I have to date not receive any feedback from the Municipality of Swakopmund except your response that the matter is receiving attention.

I am writing to the Swakopmund Municipality to establish the way forward. I believe this is a straight forward matter that does not require legal minds to resolve.

May, I humbly request for an urgent update and feedback on this matter. I do not want to enlist the services of my lawyers again to demand as I did in my previous letter and to incur unnecessary legal cost.

I therefore request that I receive feedback by closer of business today, and failure to receive same will leave me with no choice to exercise my right. I am sending this email without any prejudice.

Once again thank you very much for your kind understanding in this matter, and looking forward to hearing from you soonest.

Kind regards

Raimo

On Mon, 4 Jan 2021 at 5:25 PM, Ndapewa Naanda <[ndapewa771@gmail.com](mailto:ndapewa771@gmail.com)> wrote:

Dear Annalize,

I did not have your official administrative communication channel, hence I communicated to you as PA of the CEO and himself. Disappointingly as per your indication you did not receive any of my emails while I have not received bounced back emails from your offices.

Thanks for confirming receipt of my email and looking forward to hearing from you soonest.

Regards

Raimo

On Mon, 4 Jan 2021 at 5:19 PM, Annalize Swart <[aswart@swkmun.com.na](mailto:aswart@swkmun.com.na)> wrote:

Dear Raimo

Kindly note it is best to communicate through our official administrative communication to ensure that your correspondence is dealt with professionally. Whatsapp is more an informal communication. Therefore kindly submit your correspondence to our main e-mail address; [swkmun@swkmun.com.na](mailto:swkmun@swkmun.com.na) or postal address, P O Box 53, Swakopmund or deliver original to the office of the CEO.



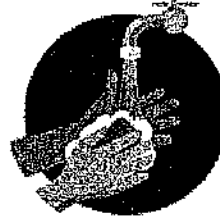
Thank you for c



**SYMPTOMS AWARE**



**DISINFECTANT**



**KEEP CLEAN**



**AVOID**

**From:** Ndapewa Naanda <[ndapewa771@gmail.com](mailto:ndapewa771@gmail.com)>

**Sent:** Monday, 04 January 2021 03:34 PM

**To:** Alfeus Benjamin <[abenjamin@swkmun.com.na](mailto:abenjamin@swkmun.com.na)>; Annalize Swart <[aswart@swkmun.com.na](mailto:aswart@swkmun.com.na)>

**Subject:** Fwd: REQUEST FOR REFUND OF EXPENSES INCURRED

Dear Annalize,

This is a resend. I have also send a whatzup message to Mr. Benjamin attaching the letter. Please confirm with him whether he has received the letter I sent on whatzup.

Regards,

Raimo

----- Forwarded message -----

**From:** Ndapewa Naanda <[ndapewa771@gmail.com](mailto:ndapewa771@gmail.com)>

**Date:** Mon, 21 Dec 2020 at 1:53 PM

**Subject:** REQUEST FOR REFUND OF EXPENSES INCURRED

**To:** <[abenjamin@swkmun.com.na](mailto:abenjamin@swkmun.com.na)>, <[msheehama@swkmun.com.na](mailto:msheehama@swkmun.com.na)>, <[aswart@swkmun.com.na](mailto:aswart@swkmun.com.na)>

Dear Mr. Benjamin,



**Barbara Ramos Viegas**

---

**From:** hcdc@iway.na  
**Sent:** Thursday, 26 November 2020 19:21  
**To:** Margaret Sheehama  
**Cc:** Emilia Nakale; Barbara Ramos Viegas; Ndiili Kandjengo; Stephny Bruwer; Monika Angula  
**Subject:** Re: APPLICATION TO WAIVE THE ESCALATION OF THE PURCHASE PRICE ERF 10038, EXTENSION 15 SWAKOPMUND -DR R NAANDA

Dear Margaret,

I have a Lawyer's bill to settle, while it was not necessary for me to have engaged my lawyer to intervene in this matter if the Swakopmund Municipality could have adhered to my request to waive the 5% escalation fee which was not part of the original agreement with the offer made to me to purchase the piece of land.

Given the outcome of this matter, it would just be administratively fair for Swakopmund Municipality to incur the legal cost which was avoidable. The amount incurred is N\$8,818.50.

I hope the Swakopmund Municipality will favorably consider the merits of this matter and revert to me soonest.

Regards,

Raimo Naanda  
 0851240344

Sent from my iPhone

On 24 Nov 2020, at 8:53 AM, Margaret Sheehama <msheehama@swkmun.com.na> wrote:

Check whether we received confirmation from Dr Naanda whether accept the resolution ( 19.11.2020, item 1.1.1.38).

---

**From:** Margaret Sheehama  
**Sent:** Monday, 23 November 2020 04:33 PM  
**To:** 'Monika Angula'  
**Cc:** Samantha Jansen; bruce@sp.com.na; hcdc (hcdc@iway.na); Stephny Bruwer  
**Subject:** RE: APPLICATION TO WAIVE THE ESCALATION OF THE PURCHASE PRICE ERF 10038, EXTENSION 15 SWAKOPMUND -DR R NAANDA

Dear Monika

Attached a letter for your attention with reference to your application herein.

Looking forward to here from you.

Regards

Margaret

**From:** Monika Angula [<mailto:Monika.Angula@angulaco.com>]  
**Sent:** Friday, 30 October 2020 02:32 PM  
**To:** Margaret Sheehama; Archives SWKMUN  
**Cc:** Samantha Jansen  
**Subject:** RE: APPLICATION TO WAIVE THE ESCALATION OF THE PURCHASE PRICE ERF 10038, EXTENSION 15 SWAKOPMUND -DR R NAANDA

Dear Madam

Your response is received with thanks and the contents of your email is noted.

Regards

**Monika Angula**

ASSOCIATE



Unit 112 E/F, Block C  
 Centaurus Street, Maerua Park  
 P O Box 3911, Windhoek, Namibia  
 t: +264 61 419500 | f: +264 61 419505  
 e: [Monika.Angula@angulaco.com](mailto:Monika.Angula@angulaco.com)

<ATT73691 1.jpg>

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**From:** Margaret Sheehama <[msheehama@swkmun.com.na](mailto:msheehama@swkmun.com.na)>  
**Sent:** Friday, 30 October 2020 2:10 PM  
**To:** Monika Angula <[Monika.Angula@angulaco.com](mailto:Monika.Angula@angulaco.com)>; Archives SWKMUN <[archives@swkmun.com.na](mailto:archives@swkmun.com.na)>  
**Cc:** Samantha Jansen <[Samantha.Jansen@angulaco.com](mailto:Samantha.Jansen@angulaco.com)>  
**Subject:** RE: APPLICATION TO WAIVE THE ESCALATION OF THE PURCHASE PRICE ERF 10038, EXTENSION 15 SWAKOPMUND -DR R NAANDA

Dear Monika

I am currently drafting the submission for Council consideration.

Regards

Margaret

<ATT74331 2.jpg>

**Margaret Sheehama**  
 Property Officer | Corporate  
 Services & Human Capital  
 Municipality Swakopmund

<ATT20039 3.jpg> <ATT16163 4.jpg> <ATT49129 5.jpg>

onr Rakotoka Street & Daniel Kamho Avenue  
 | Swakopmund | Erongo

ANNEXURE "B"



Ref No: E 5236 &amp; 10038

## MUNICIPALITY OF SWAKOPMUND

(064) 4104213  
 088 614 514  
 53 Swakopmund  
 NAMIBIA  
 www.swkmun.com.na  
 msheehama@swkmun.com.na

Enquiries: Ms Margaret Sheehama

08 December 2020

Dr Raimo Naanda  
 P O Box 20772  
 WINDHOEK  
 10005

[hcdc@lwav.na](mailto:hcdc@lwav.na)

Dear Sir

## REQUEST TO SETTLE LEGAL COSTS

We acknowledge receipt of your email of 26 November 2020.

Kindly be informed that your request for Council to settle your legal costs cannot be approved as Council exercised its discretion to apply the provisions of the Property Policy.

For any further enquiries, please do not hesitate to contact Ms M Sheehama at ☎ 064-4104213.

Yours faithfully

Mr MPC Swarts  
 GM: CORPORATE SERVICES & HC  
 /ms

All correspondence must be addressed to the Chief Executive Officer



# MUNICIPALITY OF SWAKOPMUND

19.03.08, E 5236 & 10038

☎ (084 41) 21  
 ☎ 088 614 514  
 ☒ 53 Swakopmund  
 NAMIBIA  
 🌐 www.swkmun.com.na  
 ✉ msheehama@swkmun.com.na

Enquiries: Ms Margaret Sheehama

23 November 2020

Angula Co. Incorporated  
 P O Box 3911  
 WINDHOEK  
 10005

✉ [Monika.Angula@angulaco.com](mailto:Monika.Angula@angulaco.com)

Dear

## APPLICATION TO WAIVE THE ESCALATION OF THE PURCHASE PRICE OF ERF 10038 EXTENSION 15, SWAKOPMUND – DR. NAANDA

Your letter MAT9321/MA/ma dated 11 September 2020 was table at Council's meeting of 19 November 2020 and the following was resolved under item 11.1.38:

That Council repeals point (a) of Council's resolution of 31 August 2020, item 11.1.1 and replaces it with the following:

- (a) That Council remains with the purchase price of N\$ 1015.00/m<sup>2</sup> X 598m<sup>2</sup> = N\$ 606 970.00 for Erf 10038, Extension 15, Swakopmund as approved by Council on 26 January 2017, item 11.1.16.
- (b) That Council approves the application of Messrs Angula Co. Incorporated on behalf of Dr Raimo Naanda and waives the 5% escalation on the purchase price of Erf 10038, Extension 15, Swakopmund.
- (c) That all approvals of the purchase price for a sale by private treaty clearly states that the purchase price escalates by 5% annually in terms of Council's Property Policy calculated until the date of transfer.

In view of the above, the purchase price remains at N\$ 1 015.00/m<sup>2</sup> x 598m<sup>2</sup> = N\$ 606 970.00.

Please confirm in writing whether Dr Naanda accept the above Council resolution. As soon as confirmation is received, Council will proceed with the advertisement process of the sale as required in terms of the Local Authorities Act, Act 23 of 1992, as amended whereafter approval will be applied to the Ministry of Urban and Rural Development.

All correspondence must be addressed to the Chief Executive Officer

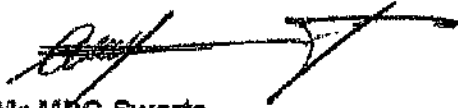
255

Ordinary Council Meeting - 25 February 2021

2

For any further enquiries, please do not hesitate to contact Ms M Sheehama at ☎ 064-4104213.

Yours faithfully



Mr MPC Swarts  
GM: CORPORATE SERVICES & HC  
/ms

Copies:

- ① Dr Naanda - [hcdc@iway.na](mailto:hcdc@iway.na)
- ② Stewart Planning Town & Regional Planners ( [bruce@sp.com.na](mailto:bruce@sp.com.na) )

- (f) That the applicant shall indemnify and keep Council indemnified during the full period of this agreement against possible claims, which may arise from the use of a portion of the sidewalk concerned by the lessee.
- (g) That all costs involved be for the applicant's account. Should they cease operating they must inform Council in writing and reinstate the area to its original condition at their own cost.
- (h) That the General Manager: Engineering Services determines the value of a refundable deposit payable by the lessee based on an estimate of rehabilitation costs should the lessee not rehabilitate the area on the expiry / cancellation of the lease period.
- (i) That the Traffic Section monitors the situation on a regular basis.

11.1.15 **REQUEST TO PURCHASE A STREET PORTION ADJACENT TO ERF 5236, SWAKOPMUND**

(C/M 2016/08/31 - E 5236)

**RESOLVED:**

- (a) That a portion of Wild Olive Street in Extension 15 between Erf 5236 and Erf 5381 and 5382, Swakopmund measuring  $\pm 600\text{m}^2$  be sold to Dr R Naanda, being the owner of Erf 5236, Swakopmund for the consolidation thereof with Erf 5236, Swakopmund subject to the following conditions:
  - (i) That the Engineering Services Department confirms the exact size of the street portion located adjacent to Erf 5236, Swakopmund.
  - (ii) That Council's valuator and 2 additional valuers value the portion in (i) and that the average of the 3 valuations determine the purchase price.
  - (iii) That the purchaser pays a deposit of N\$10 000.00 towards the statutory costs relating to the transaction including, but not limited to, the closure, rezoning and consolidation of the property.
  - (iv) That any remainder of the deposit in (iii) be refunded to the purchaser on completion of the related statutory processes.
  - (v) That the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act, Act 23 of 1992, (as amended), and the Townships and Division of Land Ordinance 11 of 1963 respectively, be dealt with successfully.
  - (vi) That Council's approval in terms of Section 50 (2) of the Local Authorities Act, 1992 as amended, be given for the permanent closure of the portion as "Street" as indicated on the attached map.
  - (vii) That the street portion be subdivided from Wild Olive Street and consolidated with Erf 5236, Swakopmund ("Single Residential") in terms of the Townships and Division of Land Ordinance 11 of 1963.
  - (viii) That the purchaser appoints a town planner at his cost to attend to the statutory processes as set-out in (vi) and (vii) above.
  - (ix) That all costs regarding this transaction be for the account of the applicant.
  - (x) That the applicant takes note that no rights will accrue to the applicant unless all the above mentioned conditions are complied with in full and all the relevant authorities have given the necessary permission, if applicable.
- (b) That Dr R Naanda takes note of the provisions in the Town Planning Scheme relating to 'Single Residential' properties such as Erf 5236, Swakopmund and specifically with regards to the number of dwelling houses that may be built thereon.
- (c) That Dr R Naanda takes note that permission is not granted for the rezoning of a newly consolidated 'Single Residential' property to 'General Residential 2' or any other zoning.
- (d) That access to the consolidated Erf be from Wild Olive Street.

Windhoek Office:  
Unit 112 E/F, Block C  
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Tel: (+264) 61 419 500  
Fax: (+264) 61 419 505  
Email: Info@angulaco.com



AngulaCo. Incorporated  
ATTORNEYS - NOTARIES - CONVEYANCERS

Registration Number: 2015/0409

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11 September 2020

Our Ref: MAT9321/MA/ma  
Reply to: monika.angula@angulaco.com  
Enquiries: M N Angula (Ms.)  
Your Ref:  
Send via: Via Email

**MUNICIPALITY OF SWAKOPMUND**

P O Box 53  
Swakopmund  
Namibia

Att: Mr Archie Benjamin  
Chief Executive Officer

Dear Sir

**RE: APPLICATION TO WAIVE THE ESCALATION OF THE PURCHASE PRICE OF ERF 10038, EXTENSION 15, SWAKOPMUND- DR R NAANDA**

1. We refer to the above matter.
2. We act on behalf of Dr Raimo Naanda ("Dr Naanda" or "our client").
3. We confirm that we have been provided with copies of minutes of the ordinary meeting dated 31 August 2020, and correspondence dated 01 September 2016, 30 January 2017, 10 July 2020 and 31 August 2020 and we have been instructed to write this correspondence to you.
4. From the onset we state that the application to waive the escalation of the purchase price for Erf 10038, Extension 15, Swakopmund, has no application in this regard. The agreement for the sale of Erf 5236, was concluded on the agreement that the Erf will be sold on the purchase price of N\$ 609 000.00 (Six Hundred and Nine Thousand Namibia Dollars Only), and the Municipal Councils offer to our client was similarly accepted on 2 February 2017.
5. We are instructed that:
  - 5.1 On 1 September 2016, (of which copy is attached hereto marked "A"), correspondence was addressed to our client so as to advise on our clients application to purchase a street portion adjacent to Erf 5236 Swakopmund and that the application was tabled to Council at its meeting of 31 August 2016 under item 11.1.15 and that it was resolved:
    - 5.1.1 that a portion of Wild Olive Street in Extension 15 Erf 5236 and Erf 5381 and

Director: Elize Ndjavera Angula B. Proc (UWC)

Associates: Mara du Toit LLB (UNISA), Rochelle Kandjalla B Juris, LLB (UNAM), Johannes Kandara LLB (UCT), Monika Angula B Juris (UNAM), LLB (Witwatersrand), Kaunapawa Angula BA (Politics & Law) (Bradford), LLB (UNAM), Ngakumbirue Katjivena D Juris, LLB (UNAM), Leatitia Husehmann D Juris, LLB (UNAM)

2382, Swakopmund measuring approx. 600 square metres be sold to Dr R Naanda, being the owner of Erf 5236, Swakopmund for the consolidation thereof with Erf 5236, Swakopmund subject to the following conditions:

- 5.1.1.1 That the Engineering Services Department confirms the exact size of the street portion located adjacent to Erf 5236, Swakopmund.
  - 5.1.1.2 The Council's valuator and 2 additional valuers value the portion in (i) and that the average of the 3 valuations determine the purchase price.
  - 5.1.1.3 That the purchaser pays a deposit of N\$ 10 000.00 towards the statutory costs relating to the transaction including but not limited to, the closure, rezoning and consolidation of the property.
  - 5.1.1.4 That any remainder of the deposit in (iii) be refunded to the purchaser on completion of the related statutory processes.
  - 5.1.1.5 That the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act, Act 23 of 1992, (as amended), and the Townships and Division of the Land Ordinance 11 of 1963, respectively, be dealt with successfully.
  - 5.1.1.6 That Council's Approval in terms of Section 50 (2) of the Local Authorities Act, 1992 as amended, be given for the permanent closure of the portion as "Street" as indicated on the attached map.
  - 5.1.1.7 That the street portion be subdivided from Wild Olive Street and consolidated with Erf 5236, Swakopmund ("Single Residential") in terms of the Townships and Division of Land Ordinance 11 of 1963.
  - 5.1.1.8 That the purchaser appoints a town planner at his cost to attend to the statutory process set out in 5.1.1.6 and 5.1.1.7 above.
  - 5.1.1.9 That all costs regarding this transaction be for the account of the applicant.
  - 5.1.1.10 That the applicant takes note that no rights will accrue to the applicant unless all the above mentioned conditions are complied with in full and all the relevant authorities have given the necessary permission, if applicable.
- 5.2 On the 30<sup>th</sup> of January 2017 (a copy of which is annexed hereto marked "B") our client received further correspondence indicating that Council approved the purchase price of N\$ 609 000.00 (600 square metres times N\$ 1 015.00) of a portion of Wild Olive Street Extension 15 situated between Erf 5236 and 5281 and 5282, Swakopmund to our client, Dr Raimo Naanda being the owner of Erf 5236, Swakopmund subject to the conditions of sale approved by Council on 31 August 2016 under item 11.1.15.
- 5.3 A further paragraph in the aforementioned correspondence indicated that our client "in order to proceed with the transaction, please confirm in writing on/before Friday, 21 February 2017 whether our client accepts the conditions and the purchase price as indicated. (own emphasis added).
- 5.3 On the 2<sup>nd</sup> of February 2017, our client communicated in writing the acceptance offer with the purchase price and indicated that he will commence with the statutory processes as required. A copy of the correspondence is annexed hereto marked "C".

Director: Elize Ndjavera Angula B. Proc (UWC)

Associates: Mara du Toit LLB (UNISA), Monika Angula B Juris (UNAM), LLB (Wilwatersrand), John Kandara LLB (UCT), Kaunapawa Angula BA (Politics & Law) (Bradford), LLB (UNAM), Ngakumbiruo Kaljivena B Juris, LLB (UNAM), Leallia Husselmann B Juris, LLB (UNAM)



- 5.4 Our client enlisted the services of Stewart Planning on the 3<sup>rd</sup> of February 2017 so as to attend to all town planning related procedures as well as the statutory requirements as advised in the the correspondence dated 30 January 2017.
- 5.5 On the 23<sup>rd</sup> of February 2017 our client accordingly attended to the signing of the instruction of Stewart Planning so as to commence with the finalisation of the statutory requirements.
- 5.6 The process to finalise the statutory requirements has taken over 3 (three) years to complete and we record that the process is still ongoing, however council was periodically informed of the progress by the appointed Town Planner. A copy of the timelines to complete the project is attached hereto marked "D".
- 5.7 Correspondence dated 10 July 2020, Council advised that in terms of the Council's Property Policy the price escalates by 5% per annum and as such the purchase price currently amounts to N\$ 702 650.00 (N\$ 1 174.99 x 598 per square metres). A copy of the correspondence is annexed hereto marked "E". We note that our client was only informed of this in the correspondence dated 10 July 2020, no discussions of this nature were ever concluded nor were they regarded as a condition of the sale of Erf 10038.
- 5.8 It was further resolved by the Swakopmund Municipal Council that "the sale of the transaction be concluded within 3 months after the statutory process is finalised".
- 5.9 In the meeting minutes provided to our office of the Management Meeting held on 18 August 2020 it was resolved that the council will not waive the escalation of the purchase price. A copy of the minutes is attached hereto marked "F". Same was further communicated to our client in the correspondence dated 31 August 2020.
6. In law, the acceptance of the original offer dated 1 September 2016, by our client, to purchase the property for the amount of N\$ 609 000 brings the offer to an end and creates an agreement between the parties. The acceptance was a mirror image of the original offer. The offer that was accepted by our client was unequivocal, thus creating a contract that is legally binding on both parties.
7. The offer of 1 September 2016 was an expression of willingness of the Municipality to contract on specified terms made with intention that is to become binding as soon as it is accepted by our client on the 5 September 2016 (a copy of which is annexed hereto marked "G"). We state that at no material times was it a term of the aforementioned agreement that purchase price of a street portion adjacent to Erf 5236, would be subject to escalation of 5% in terms of the Council's Property Policy
8. It is, thus, our instruction, to demand from you as we hereby do, that the terms of the original agreement be adhered to, failing which, we shall be left with no other option but to institute legal proceedings in the High Court of Namibia for the enforcement of the agreement with the exclusion the escalation price of which term we state was never a part of the terms of agreement of which the parties reached consensus on.
9. We draft this letter in an attempt to amicably resolve this matter, and to avoid lengthy and costly

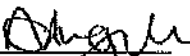
Director: Elizo Ndjavara Angula B. Proc (UWC)

Associates: Mara du Toit LLB (UNISA), Monika Angula B Juris (UNAM), LLB (Wilwafersrand), John Kandara LLB (UCT), Kaunapawa Angula BA (Politics & Law) (Bradford), LLB (UNAM), Ngakumbirue Kaljivena B Juris, LLB (UNAM), Lealtitia Husselmann B Juris, LLB (UNAM)

litigation and as such our instructions are to advise that the Town Planner has provided our client with a time line as to when the statutory process is likely to conclude. A copy of the said timelines is attached hereto marked "D". We accordingly advise as resolved in the Management meeting held on 26 January 2017 that the sale transaction of Erf 10038 be concluded within 3 (three) months after the conclusion of the statutory process.

10. I trust you find the above in order and we await your response herein.

Sincerely yours,



M. ANGULA (Ms)

Senior Associate

ANGULACO, INCORPORATED

Attorneys-Notaries-Conveyancers



# MUNICIPALITY OF SWAKOPMUND

Ref No: E 5236

Enquiries: Ms M Sheehama

(084) 4104213

(084) 4104208

53 Swakopmund

NAMIBIA

[www.swkmun.com.na](http://www.swkmun.com.na)

[msheehama@swkmun.com.na](mailto:msheehama@swkmun.com.na)

01 September 2016

Dr Raimo Naanda  
P O Box 20772  
WINDHOEK

[hcdc@lway.na](mailto:hcdc@lway.na)  
081 124 0344

Dear Dr Naanda

## APPLICATION TO PURCHASE A STREET PORTION ADJACENT TO ERF 5236, SWAKOPMUND

I refer to your letter received on 14 April 2016 regarding the above subject matter.

The matter was tabled to Council at its meeting of 31 August 2016 under item 11.1.15 and it was resolved:

- a) That a portion of Wild Olive Street in Extension 15 between Erf 5236 and Erf 5381 and 5382, Swakopmund measuring  $\pm 600\text{m}^2$  be sold to Dr R Naanda, being the owner of Erf 5236, Swakopmund for the consolidation thereof with Erf 5236, Swakopmund subject to the following conditions:
- (i) That the Engineering Services Department confirms the exact size of the street portion located adjacent to Erf 5236, Swakopmund.
  - (ii) That Council's valuator and 2 additional valuers value the portion in (i) and that the average of the 3 valuations determine the purchase price.
  - (iii) That the purchaser pays a deposit of N\$10 000,00 towards the statutory costs relating to the transaction including, but not limited to, the closure, rezoning and consolidation of the property.
  - (iv) That any remainder of the deposit in (iii) be refunded to the purchaser on completion of the related statutory processes.
  - (v) That the requirements regarding the alienation of immovable property as prescribed in the Local Authorities Act, Act 23 of 1992, (as amended), and the Townships and Division of Land Ordinance 11 of 1963 respectively, be dealt with successfully.
  - (vi) That Council's approval in terms of Section 50 (2) of the Local Authorities Act, 1992 as amended, be given for the permanent closure of the portion as "Street" as indicated on the attached map.
  - (vii) That the street portion be subdivided from Wild Olive Street and consolidated with Erf 5236, Swakopmund ("Single Residential"), in terms of the Townships and Division of Land Ordinance 11 of 1963.
  - (viii) That the purchaser appoints a town planner at his cost to attend to the statutory processes as set-out in (vi) and (vii) above.

All correspondence must be addressed to the Chief Executive Officer

- (ix) That all costs regarding this transaction be for the account of the applicant.
- (x) That the applicant takes note that no rights will accrue to the applicant unless all the above mentioned conditions are complied with in full and all the relevant authorities have given the necessary permission, if applicable.
- b) That Dr R Naanda takes note of the provisions in the Town Planning Scheme relating to 'Single Residential' properties such as Erf 5236, Swakopmund and specifically with regards to the number of dwelling houses that may be built thereon.
- c) That Dr R Naanda takes note that permission is not granted for the rezoning of a newly consolidated 'Single Residential' property to 'General Residential 2' or any other zoning.
- d) That access to the consolidated Erf be from Wild Olive Street.

In order to proceed with the transaction, please confirm in writing on / before Friday, 23 September 2016 whether you accept the conditions indicated above. Upon acceptance an amount of N\$ 10 000.00 is payable as indicated in point (iii) above

Payment of N\$ 10 000.00 can be transferred to our bank account and proof of payment be e-mailed to [msheehama@swkmun.com.na](mailto:msheehama@swkmun.com.na) or [sbruwer@swkmun.com.na](mailto:sbruwer@swkmun.com.na).

Municipal Bank Details : Swakopmund Municipality  
 First National Bank  
 Account nr: 62249603300  
 Branch Code: 280472  
 Reference: portion next to E 5236

As soon as confirmation in this regard is received from you, valuations will be obtained for the consideration of a purchase price by Council; whereafter you will be informed to proceed with the appointment of a town planner to attend to the statutory processes as per point (viii).

Once the statutory process of the street closure and subdivision of the portion is finalized, Council will proceed with the advertisement process of the sale as required in terms of the Local Authorities Act, Act 23 of 1992, as amended. Should there be no objections against the proposed sale, a deed of sale will be compile and signed prior for the transfer of the portion of the street to your name.

For any further enquiries, please do not hesitate to contact Ms M Sheehama at ☎ 064-4104213.

Yours faithfully



M Bahr  
 ACTING GM: CORPORATE SERVICES & HR

/ms

Copy: GM: Engineering Services - Please takes note of point (i, iii, vi & viii) above.

11.1.1

**APPLICATION TO WAIVE THE ESCALATION OF THE PURCHASE PRICE FOR ERF 10038, EXTENSION 15, SWAKOPMUND**

(C/M 2020/08/31 - 10038, E 10039, E 5236)

**RESOLVED:**

- (a) That Council does not waive the escalation of the purchase price which increased from N\$1 015.00/m<sup>2</sup> to N\$1 119.00/m<sup>2</sup> as it is not in line with Council's Property Policy.
- (b) That upon acceptance of the escalation of the purchase price by the purchaser, Council's intention to sell Erf 10038, Swakopmund be advertised for possible objections as required in terms of the Local Authorities Act, Act 23 of 1992 at the cost of the purchaser.
- (c) That the transaction be concluded within 120 days from approval being granted by the Ministry of Urban and Rural Development to proceed with the intended transaction.
- (d) That payment of the purchase price be secured either in cash or bank guarantee in favour of the Swakopmund Municipality within 120 days from the Honourable Minister's favourable response.
- *Failure to secure the purchase price within the required period will result in cancellation without the need to place the purchaser on terms.*
  - *Should the purchase price be secured by a bank guarantee the transfer must be effected on / before the 120<sup>th</sup> day, else interest will be levied as from the date of Ministerial approval (date of sale) until the date of registration of transfer at a rate as confirmed with Council's bank on the date of sale.*
- (e) That the purchaser accept that no rights will accrue to him 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.
- (f) The erf is sold "voetstoots" or "as is" with Council giving no warranty or guarantee, whether express or implied, oral or tacit, as to the suitability of the lay-out or situation or subterranean composition of the property or any improvements thereon. Council also does not warrant that the services installed at the property are suitable for the use intended by the Purchaser. It is therefore the obligation of the purchaser to verify that the installed electricity, sewage and water connections are suitable for the intended use of the property.
- (g) That no development or additions to the property be permitted to commence until the statutory processes have been completed and the erf is transferred.
- (h) The agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof.
- (i) That permission be granted to register the consolidated Erf 10039, Extension 15, Swakopmund in the Deeds Office simultaneously with the transfer of Erf 10038, Swakopmund to Dr Raimo Naanda.

**Margaret Sheehama**

---

**From:** Raimo Naanda <hcdc@iway.na>  
**Sent:** Tuesday, 14 July 2020 19:16  
**To:** Margaret Sheehama  
**Cc:** Bruce Stewart (brucestewart.trp@gmail.com); bruce@sp.com.na  
**Subject:** Re: Sale of Erf 10038( Formerly street) Extension 15, Swakopmund and consolidation thereof

Dear Margaret,

My plea below bears reference. It is my hope that you will refer this matter to Management to condone the price escalation and for same to take effect upon concluding the sale agreement.

I do not anticipate any objections from the public for this deal not to go through. With that in mind I would like to suggest that the sale agreement be finalized and signed subject to approval by the Ministry of Urban.

There is no indication on your letter what the timeframe would be until approval is granted by the Ministry of Urban and Rural Development.

At this stage, I have made savings to the tune of N\$600,000 to pay for the land as indicated already during 2016. At this stage I will have a challenge to raise N\$700,000 during this challenging times to pay for the piece of land.

I hope you will consider my plea and discuss this matter with the Manager responsible for Properties for condonation and finalization of the sale agreement.

Looking forward to hear from you.

Raimo Naanda  
0851240344

Sent from my iPhone

On 14 Jul 2020, at 12:13 AM, Raimo Naanda <hcdc@iway.na> wrote:

Dear Margaret,

Your letter dated 10 July 2020 is herewith acknowledged.

Kindly proceed with the statutory requirements for the sale of the property to be finalized.

I am aware of the 5% annual price escalation, however, I am concerned that price escalation should take effect from date approval was granted subject to finalization of all statutory requirements. To avoid price escalation I offered to pay the N\$600,000 the property was offered at, but I was advised that sale can only take place once all statutory requirements are complied with. Today, the land has increased to over N\$702,000 which I feel should have been avoided if I could have been offered to pay the piece of land already in 2016 when it was approved and offered for sale to me.

I would like to plead with the Municipality of Swakopmund for the price escalation to take effect after signing the sale agreement. I would have paid the piece of land at the price it was offered to me N\$600,000 at the time which was not possible.

Kindly could Council consider the above merits as explained.

Regards

Raimo Naanda  
0851240344

Sent from my iPhone

On 13 Jul 2020, at 9:48 AM, Margaret Sheehama <[msheehama@swkmun.com.na](mailto:msheehama@swkmun.com.na)> wrote:

Dear Dr Naanda

Attached a letter for your attention regarding the above matter.

Regards

Margaret

[<image5b018c.PNG>](#)

[<image0225bc.PNG><image9b306d.PNG><image99e355.PNG>](#)

**Margaret Sheehama**  
Property Officer | Corporate Services &  
Human Capital  
Municipality Swakopmund

cnr Rakotoka Street & Daniel Kamho Avenue | Swakopmund | Er  
Office: +264 64 410 4213 | Email: [msheehama@swkmun.com.na](mailto:msheehama@swkmun.com.na)  
Website: [www.swkmun.com.na](http://www.swkmun.com.na)

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**STEWART PLANNING**  
TOWN & REGIONAL PLANNERS

First Floor QVA Building  
84 Three Ren Court Street  
Wahpeti Bay

P.O. Box 2095  
Tel: (0444) 240 770  
Email: [bruce@stewartpl.com.au](mailto:bruce@stewartpl.com.au)

5 June 2020

Chief Executive Officer  
Swakopmund Municipality  
P.O. Box 53  
Swakopmund

Attention: Ms M Sheehana; Corporate Services and HR

**Sale, Closure, Subdivision, Consolidation and Rezoning  
of 5335 Swakopmund and Remainder of Swakopmund Town and Townlands**

I refer to the above and to previous correspondence and discussions. Another brief update on progress with regard to newly consolidated erf 10039 Swakopmund Extension 15.

I can now let you know that the consolidation diagram for erf 10039 Swakopmund Extension 15 has been approved by the Surveyor General - copy attached for your information and records. Once the transfer of erf 10038 Swakopmund Extension 15 has been registered into my clients' name, it should be possible for the consolidation to be registered simultaneously.

Please advise me what progress has been made regarding the advertisement of the sale of land application and the subsequent preparation of the sale agreement between the Council and Raina Noonde.

The rezoning application for erf 10039 Swakopmund Extension 15 has now been included in Swakopmund Amendment Scheme 70 which has been submitted to the Town Planning Section for confirmation and Council approval. I expect a Council decision regarding Swakopmund Amendment Scheme 70 by the end of July. All things being equal, I expect Swakopmund Amendment Scheme 70 to be approved by the Ministry of Urban and Rural Development early in 2021.

I look forward to your feedback at your convenience.

Yours faithfully,

*Bruce Stewart*  
Bruce Stewart  
Stewart Planning



APPROVED *Bruce Stewart* 5 June 2020

for SURVEYOR GENERAL

No. A 207/2020

SIDES	ANGLES OR DIRECTION	COORDINATES			Description
		X	Y	Z	
A B	35.00	280 28.90	447 978.19	+89 587.22	T1
B C	40.03	350 29.47	447 988.55	+89 576.71	B17.3
C D	15.00	60 31.30	447 987.35	+89 578.18	B17.2
D E	20.00	60 28.50	448 304.42	+89 736.53	RAM500
E A	40.02	170 29.50	448 373.85	+89 656.19	RAM501

Consensus

Remainder of Portion B of Swakopmund Town and Townland No.41

SCALE 1: 700

Swakopmund Extension 15  
Erf 5381  
Erf 5382

Description of bearings:  
A-E ----- from ten peg in cairn  
A-E ----- from ten peg in cairn

Comments:  
1. The Figure A-B-C-E represents Erf 5335 Swakopmund Extension 15 vide General Plan No. G158 (A2982010), referred to T  
2. The Figure B-C-D-E represents Erf 10038 Swakopmund Extension 15, vide Diagram No. A2942019, appended to T  
The figure A-B-C-D-E represents 1401 square metres of land being Erf 10038 Swakopmund Extension 15, comprising 1) and 2) above Situated in the Municipality of Swakopmund Registration Division G, Erongo Region, Namibia

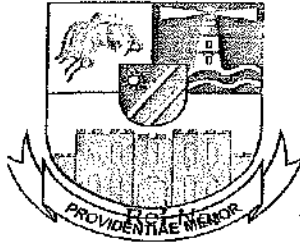
Completed in March 2020 by me *AS*  
C.G. Pretorius  
and Surveyor

This diagram is attached to  
No. 44  
Register of Deeds

The original diagrams are as plotted above

S.R. No.: Compiled  
Gen. Plan No.:  
Holding Plan: MD-624A/2  
Title No.: SW4715





## MUNICIPALITY OF SWAKOPMUND

19.03.08 &amp; E 5236

☎ (064) 4104213  
 📠 088 614 514  
 📍 53 Swakopmund  
 🇳🇦 NAMIBIA  
 🌐 www.swkmun.com.na  
 ✉ msheehama@swkmun.com.na

Enquiries: Ms M Sheehama

10 July 2020

Dr Raimo Naanda  
 P O Box 20772  
 WINDHOEK  
 10005

✉ [hcdc@iway.na](mailto:hcdc@iway.na)

Dear Dr

**SALE OF ERF 10038 (FORMERLY STREET), EXTENSION 15, SWAKOPMUND  
 AND CONSOLIDATION THEREOF WITH ERF 5236, SWAKOPMUND**

Our letter dated 30 January 2017 regarding the above matter refers (a copy attached for ease of reference).

This letter serves to inform you that the statutory process for the creation of the erf allocated to you is finalized. The erf number allocated to the street portion is Erf 10038, Swakopmund which measures 598m<sup>2</sup> as per attached diagram No A794/2019.

Council will now proceed with the advertisement of the intended sale of Erf 10038 to you as required in terms of the Local Authorities Act 23 of 1992, as amended for objections, if any.

Please take note that the cost of advertisement will be deducted from the deposit in the amount N\$ 10 000.00 paid by you on 20 September 2016, Receipt # 206604. Once the publication process is finalized and whether objections were received or not Council will apply to the Ministry of Urban and Regional Development in terms of section 30 (1) (t) of the Local Authorities Act 23 of 1992, as amended to proceed with the transaction.

Kindly be reminded of the purchase price approved by Council on 26 January 2016, item 11.1.16 was determined at N\$1015.00/m<sup>2</sup>. In terms of Council's Property Policy this price escalates by 5% per annum, therefore the purchase price currently amounts to N\$ 702 650.00 (N\$ 1 174.99 x 598m<sup>2</sup>).

year	Price/m <sup>2</sup>	5% escalation
2017	1 015.00	50.75
2018	1 065.75	53.29
2019	1 119.04	55.95
2020	1 174.99	

All correspondence must be addressed to the Chief Executive Officer

For information Council resolution regarding the approved purchase price is quoted below:

11.1.16 **DETERMINATION OF A PURCHASE PRICE FOR A PORTION OF A STREET ADJACENT TO ERF 5236, SWAKOPMUND - DR RAIMO NAANDA**  
(C/M 2017/01/26 - E 5236)

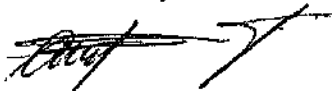
**RESOLVED:**

- (a) That Council approves the purchase price of N\$ 609 000.00 (600m<sup>2</sup> x N\$ 1 015.00) of a portion of Wild Olive Street in Extension 15 situated between Erf 5236 and 5281 and 5282, Swakopmund (Annexure "C") (on file) to Dr Raimo Naanda being the owner of Erf 5236, Swakopmund subject to the conditions of sale approved by Council on 31 August 2016 under item 11.1.15.
- (b) That Dr Raimo Naanda confirms in writing the acceptance of the purchase price whereafter the sale be advertised as required in terms of the Local Authorities Act, Act 23 of 1992, as amended at his cost.
- (c) That subject to point (b) above, Dr R Naanda proceeds with the statutory process of permanent closure, subdivision and consolidation the portion with Erf 5236, Swakopmund.
- (d) That the sale transaction be concluded within 3 months after the statutory process is finalized. *(The 3 months to commence from the date approval is granted by the Minister).*

You will be kept informed of the process and any progress.

Should you have any further enquiries, please do not hesitate to contact Ms M Sheehama at ☎ 064-4104213.

Yours faithfully



Mr MPC Swarts  
GM: CORPORATE SERVICES & HC  
/ms

Copies:

- © GM: Engineering & Planning Services- Please take note
- © Stewart Planning Town & Regional Planners ( bruce@sp.com.na)

APPROVED		No. A794/2019				
for SURVEYOR-GENERAL						
SIDES metres	ANGLES OF DIRECTION	CO-ORDINATES Y System: Lo.22/15 X			Designation	
	Constants					
A B	14.86	260.29.50	A	+4' 689.82	+69 589.69	BL7-1
B C	40.03	350.29.47	B	+4' 675.19	+69 587.22	T1
C D	15.00	80.31.30	C	+4' 668.55	+69 626.71	BL7-3
D A	40.02	170.42.00	D	+4' 683.35	+69 629.18	BL7-2
			⊕	+4' 304.42	+69 736.93	RM500
			⊕	+4' 075.85	+69 656.19	RM501

T N

SCALE 1 : 700

Remainder of Portion B  
of Swakopmund Town and Townlands No.41

Description of bearings :  
A-D .....16mm iron peg in cairn

The figure A B C D  
represents 598 square metres of land being  
**Portion 177 (a Portion of Portion B)**  
**of Swakopmund Town and Townlands No.41**

Situate in the Municipality of Swakopmund  
Registration Division G, Erongo Region, Namibia

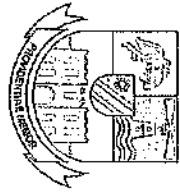
Framed in November 2019 by me

C.G. Pieterse  
Land Surveyor

This diagram is annexed to No. d.d	The original diagram is S.G. No A 50/35 Grant DD: 13-11-1935	S.R. No.: E175/2010 Gen. Plan No.: G158 Noting Plan: MD-6CAN/2 File No.: SWA/15
Registrar of deeds		

Incorporated as Erf 5382 in Swakopmund No. 15  
vide Government Gazette No. 776  
Notice No. 571, Date: 28-02-2019

270  
Ordinary Council Meeting - 25 February 2021



MUNICIPALITY OF SWAKOPMUND

Ref No: E 5236  
0054 4104213  
0647 4104208  
53 Swakopmund  
NAMIBIA  
www.swakopmund.na  
msheehama@swakopmund.na

Enquiries: Ms M Sheehama

30 January 2017

Dr Raimo Naanda  
P O Box 20772  
WINDHOEK

raimona@swakopmund.na  
081 124 0344

Dear Dr Naanda  
**PURCHASE PRICE FOR A STREET PORTION ADJACENT TO ERF 5236, SWAKOPMUND**

With reference to my letter dated 01 September 2016 and your subsequent confirmation of acceptance of the conditions on 05 September 2016, please be informed that Council passed the following resolution on 26 January 2017 under item 11.1.15 with reference to the determination of a purchase price:

- (a) That Council approves the purchase price of N\$809 000,00 (€600m x N\$1 016,00) of a portion of Wind Olive Street in Extension 15 situated between Erf 5236 and 5281 and 5282, Swakopmund (Annexure "C") (on file) to Dr Raimo Naanda being the owner of Erf 5236, Swakopmund subject to the conditions of sale approved by Council on 31 August 2016 under item 11.1.15.
- (b) That Dr Raimo Naanda confirms in writing the acceptance of the purchase price whereas the sale be advertised as required in terms of the Local Authorities Act, Act 23 of 1992, as amended at his cost.
- (c) That subject to point (b) above, Dr R Naanda proceeds with the statutory process of permanent closure, subdivision and consolidation the portion with Erf 5236, Swakopmund.
- (d) That the sale transaction be concluded within 3 months after the statutory process is finalized.

All correspondence must be addressed to the Chief Executive Officer

In order to proceed with the transaction, please confirm in writing on / before Friday, 21 February 2017 whether you accept the conditions and the purchase price as indicated above.

As soon as confirmation in this regard is received from you, you can proceed with the appointment of a town planner to attend to the statutory processes as per point (c).

Once the statutory process of the street closure and subdivision of the portion is finalized, Council will proceed with the advertisement process of the sale as required in terms of the Local Authorities Act, Act 23 of 1992, as amended. Should there be no objections against the proposed sale, a deed of sale will be compiled and signed prior for the transfer of the portion of the street to your name.

For any further enquiries, please do not hesitate to contact Ms M Sheehama at 0054-4104213.


Yours faithfully

A. Phele  
ACTING CHIEF CORPORATE SERVICES HR  
/ms  
Copy: GM: Engineering Services - Please take note of point (c) above.



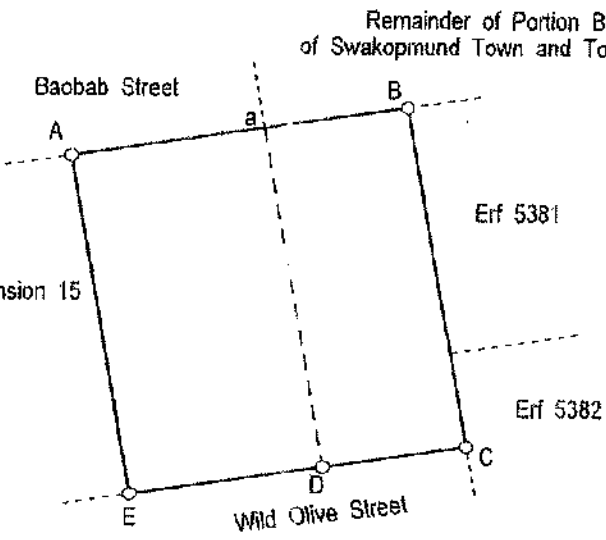
APPROVED	<i>Pieterse</i>	No. A 207/2020	
for SURVEYOR-GENERAL		24 MAR 2020	
SIDES metres	ANGLES OF DIRECTION	CO-ORDINATES Y System: Lo.22/15 X	Designation
A B	35.00	260.29.50	Constants
B C	40.03	350.29.47	A
C D	15.00	80.31.30	B
D E	20.00	80.29.50	C
E A	40.02	170.29.50	D
			E
			⊕
			⊕
			+47 675.19
			+47 668.55
			+47 683.35
			+48 304.42
			+48 075.85
			+69 587.22
			+69 626.71
			+69 629.18
			+69 736.93
			+69 656.19
			T1
			BL7-3
			BL7-2
			RM500
			RM501



T N

SCALE 1: 700




Description of beacons :  
A-E ----16mm iron peg in cairn

Components:

1. The Figure AaDE.. represents Erf 5236 Swakopmund Extension 15, vide General Plan No.G158 (A386/2010) , annexed to T
2. The Figure aBCD represents Erf 10038 Swakopmund Extension 15, vide Diagram No. A794/2019, annexed to T

The figure A B C D E  
represents 1401 square metres of land being  
Erf 10039 Swakopmund Extension 15, comprising 1) and 2) above

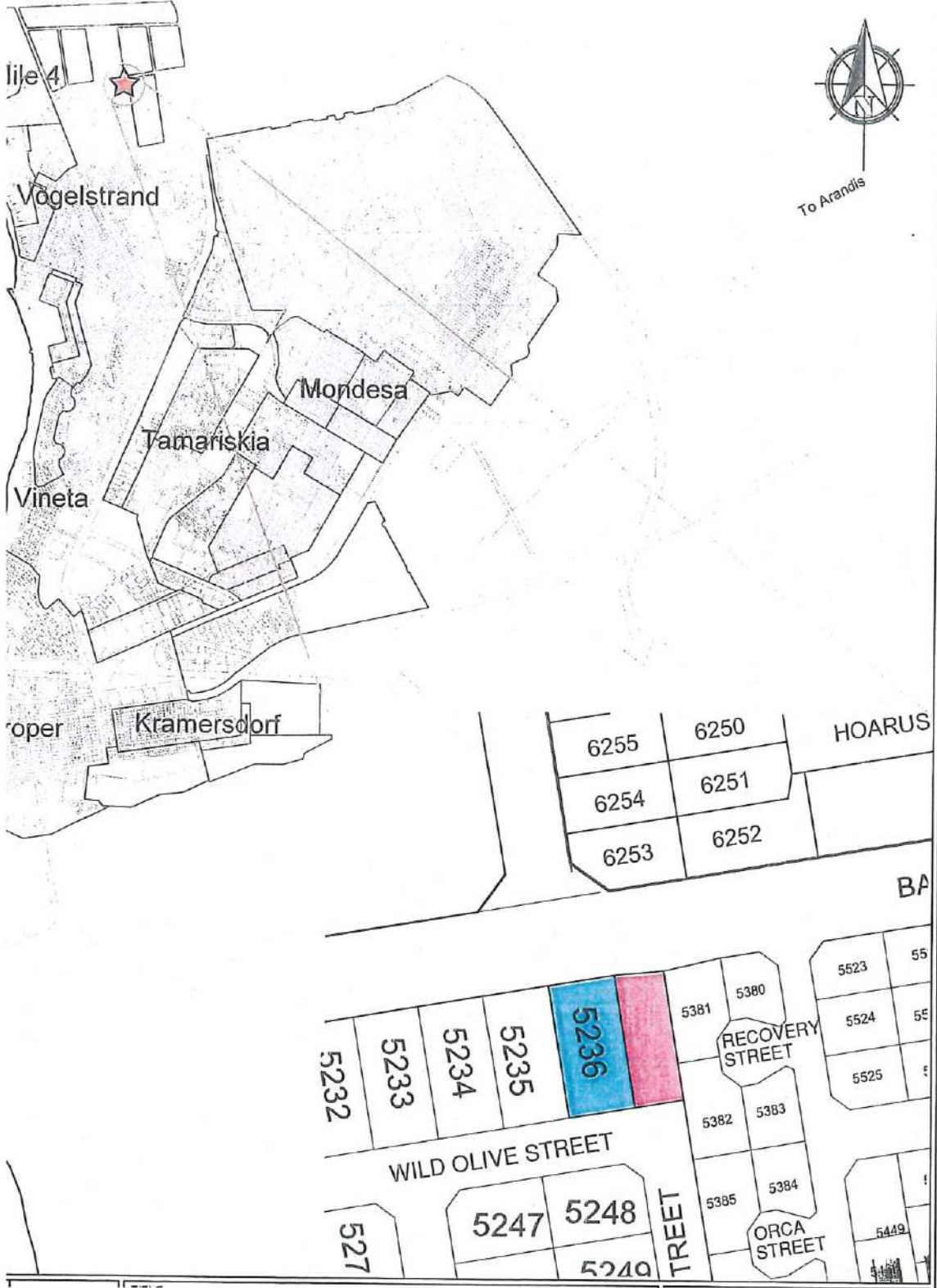
Situate in the Municipality of Swakopmund  
Registration Division G, Erongo Region, Namibia

  
 C.G. Pieterse  
 Land Surveyor

Compiled in March 2020 by me

This diagram is annexed to No. d.d	The original diagrams are as quoted above.	S.R. No.: Compiled Gen. Plan No.: Noting Plan: MD-6CAV2 File No.: SWA/15
Registrar of deeds		

ANNEXURE A



11.1.22 **REQUEST FOR TRANSFER OF FUNDS FOR THE PURCHASE OF 3000 ORANGE MOBILE REFUSE CONTAINERS**

(C/M 2021/02/25 - 14/2/8/2)

Special Management Committee Meeting of 19 February 2021, Addendum 5.2 page 34 refers.

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

During the 2020 / 2021 Financial Year, Council allocated N\$3 000 000.00 under Vote: 700031006300 for the purchasing of 3000 black charcoal / orange mobile refuse bins for distribution to new home owners in town. However only black charcoal refuse bins were purchased due to the demand created by the inability to procure bins during 2019/20 financial year. Black charcoal refuse containers are used for domestic and kitchen waste, while the orange refuse bins are used for recyclable items. Presently the department has no orange refuse bins in stock for distribution to the public.

The department budgeted and procured two (2) new refuse removal compactor trucks during the 2020 / 2021 financial year 2020 / 2021 under Vote: 700031006100. After procuring the trucks an amount of approximately N\$2 328 812.82 on the procurement was saved. The department deems it fit to utilize the funds for procuring the orange refuse containers.

It is estimated that with an amount of N\$2 328 812.82 will be required to acquire about two thousand (2 000) orange refuse bins. Unfortunately, no additional funds could be sourced at this stage; hence a request is herewith made to Council to grant the General Manager: Health Services and Solid Waste Management permission to utilize the funds saved on Vote: 700031006100 where an amount of N\$2 328 812.82 is available.

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

**RECOMMENDED:**

- (a) That permission be granted to the General Manager: Health Services and Solid Waste Management to utilize the savings on Vote: 700031006100, Purchasing of 2 Refuse Compactor Vehicle trucks, to the amount of N\$2 328 812.82 to procure two thousand (2 000) orange mobile refuse containers.
  - (b) That the funds in (a) be transferred to Vote: 700031006300 for the purpose of procuring 2000 orange refuse bins.
-