



**CONDITIONS OF SALE**

**4 x erven zoned "General Business" located in  
Extension 25, Swakopmund**

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**Friday, 07 February 2025**

**@ 07:30**

**at the Training Room, Municipal Head Office**

**Enquiries:**

- |                  |               |  |
|------------------|---------------|--|
| •Ms M Sheehama   | ☎ 064-4104213 | ✉ <a href="mailto:msheehama@swkmun.com.na">msheehama@swkmun.com.na</a>     |
| •Ms N Gustaf     | ☎ 064-4104214 | ✉ <a href="mailto:ngustaf@swkmun.com.na">ngustaf@swkmun.com.na</a>         |
| •Ms N Namukwambi | ☎ 064-4104215 | ✉ <a href="mailto:fnamukwambi@swkmun.com.na">fnamukwambi@swkmun.com.na</a> |
| •Ms E Nakale     | ☎ 064-4104217 | ✉ <a href="mailto:enakale@swkmun.com.na">enakale@swkmun.com.na</a>         |

## **AT A GLANCE**

### **Important information and tips:**

Please read this entire document thoroughly and ask questions if anything is unclear.

#### ① **Financing**

Ensure that you visit your bank prior to the sale to determine the maximum amount you qualify for, the documents they require and how long it will take to process your loan / mortgage once you provide all the necessary documents to the bank.

It is a compulsory condition that proof of financing is provided on the date of sale at registration.

#### ② **Building Plans**

Your bank will require building plans to approve a loan.

Visit an architect / engineer before you participate to get an idea what they need and how long they take to complete your design.

Get quotations from bank approved contractors to build.

The bank will usually accept draft plans as long as these show the coverage, it does not have to be the final plans. This may differ from bank to bank so get as much information as possible.

#### ③ **Transfer Costs**

The purchaser is responsible for the payment of the transfer cost. Prior to registering as a bidder, please acquaint yourself with the different amounts payable for transfer and bond registration in terms of a natural person and a legal person (e.g. company / trust). Transactions in respect of commercial property (e.g. erven zoned "business") are subject to 15% VAT. **Bid prices are stipulated excluding 15% VAT.**

#### ④ **On the day of the Sale**

4.1 The original municipal receipt for the registration fee must be presented on the day of the sale.

4.2 Please have **3x copies of the following documents** available which must be attached to the bid forms:

- Original Municipal Receipt
- ID and ID of spouse if applicable
- Marriage Certificate (if applicable)
- Registration Document of Entity (if bid is submitted in the name of an entity)
- Proof of Financing from a registered bank to acquire an erf such as "pre-approval"

4.3 **In case you are not allocated an erf:**

- ✓ Complete and hand in the refund form in order to promptly finalize your refund of the registration fee (**Annexure "C"**).

#### ⑤ **Monthly Rates and Taxes**

In terms of Section 73 of the Local Authorities Act 23 of 1992, availability services and property taxes on a property purchased at the Closed Bid Sale will be payable by a purchaser as from the month following the allocation of the erf and be so calculated on the municipal valuation of the erf.

#### ⑥ **Communication**

You are welcome to contact the Property & Housing Division at any time. Do not remain quiet for 120 days and then request and extension of time, information etc.



**Sale on Friday, 07 February 2025 of  
4 x Erven zoned "General Business" located  
in Extension 25, Swakopmund**

Notice is hereby given in terms of Section 63 of the Local Authorities Act 23 of 1992, as amended that the Municipal Council of Swakopmund offers the following erven for sale by means of a closed bid to the highest qualifying bidder:

	<b>Erf No</b>	<b>Zoning</b>	<b>Size (m<sup>2</sup>)</b>	<b>Upset Price (excl 15%) VAT</b>
1	6946, Ext 25, Swakopmund	General Business	2 320	N\$ 556 800.00
2	6947, Ext 25, Swakopmund	General Business	2 318	N\$ 556 320.00
3	6948, Ext 25, Swakopmund	General Business	2 316	N\$ 555 840.00
4	6949, Ext 25, Swakopmund	General Business	2 225	N\$ 534 000.00

⇒ **The erven are sold "as is". Purchasers must acquaint themselves with the location of the erven on offer. Council will not enter negotiations after the sale and that the purchasers accept responsibility for required earthworks and / cost to make the erf suitable for use.**

The Conditions of Sale and a site plan must be obtained from Room BO-21 A, Ground Floor, at the Municipal Head Office.

**Qualifying Criteria:**

In order to attract and support local businesses, the following conditions are applicable:

- (i) *The bidders must be Namibian citizens.*
- (ii) *The bidders must provide a service account in the name of the bidder showing domestic residence in Swakopmund for the past 5 years in any of the following extensions:*
  1. *Mondesa*
  2. *Matutura*
  3. *Extensions 24, 25, 26, 27, 28, 29, 30, 31, 37 and 38, Swakopmund (located in Mondesa)*
- (iii) *Bank statements in the name of the bidder for the last six months must be provided when registering for the closed bid sale.*
- (iv) *An incentive of 15% on the purchase price discount be offered to developers who complete construction within a period of 2 years from date of transfer.*

To take part in the bid, a registration fee in the amount of **N\$ 5 000.00** is payable as set-out in the Conditions of Sale document. The last day for the payment of the registration fee is Friday, **31 January 2025** before 15:00 in cash at the Cashiers. EFT payment or direct bank deposits must indicate that it was paid to Council on/before Friday, **31 January 2025** and subsequently reflect on Council's bank account.

After payment of the registration fee, the pre-registration of bidders commences on Friday **13 December 2024** (previously published as Notice 94/2024) **until Friday, 31 January 2025**. For registration, you must visit the Property Section.

The sale will take place on Friday, **07 February 2025** in the **Training Room**, Municipal Head Office. Door opens for registration at 07:30 and will continue until 08:30. All bids must be placed in the respective boxes before 08:45.

The submission of bids must comply with the process prescribed in the Conditions of Sale document and erven are allocated to the highest qualifying bidder in chronological order listed above, on the basis of 1 erf per person (married couples are regarded as one person irrespective of the marital regime) / entity.

✓ **Compulsory Condition:** Proof of financing from a banking institution must be provided on Friday, **07 February 2025**. The prospective purchaser or duly appointed proxy must attend the registration for the sale in person on **07 February 2025** with the necessary documents and proof of financing.

**Enquiries:**

Ms A Uushona                      064-4104216      [auushona@swkmun.com.na](mailto:auushona@swkmun.com.na)

The Municipality of Swakopmund is not obliged to accept the highest, or in fact, any closed bid offer received in respect of any of the erven and reserves the right to withdraw any or all the erven from the closed bid sale.

**NOTICE NO:** 01/2025

**Mr A Benjamin, Chief Executive Officer**

1. **COUNCIL'S AUCTIONEER**

- 1.1 The General Manager: Corporate Services and Human Capital or the Manager: Property & Housing Division or the Corporate Officer (Properties) shall be Council's auctioneer and in charge of the arrangements and proceedings.
- 1.2 It shall be the duty of the auctioneer to adjudicate or decide on disputes or if there is confusion on the interpretation of a clause or condition.
- 1.3 The decision of the auctioneer shall be final on the day of the sale.
- 1.4 The auctioneer may consider the input of the majority of the qualified bidders participating in the bid in order to reach a decision.

2. **INTRODUCTION**

Council intends to sell 4 erven zoned "general business" located Extension 25, Swakopmund. The sale of these erven is subject to restrictive conditions (see "QUALIFYING CRITERIA" as per Notice 01/2025) in order promote and facilitate business ownership in the northern townships

3. **PROPERTY DESCRIPTION**

Erven available for sale are listed as per Notice 01/2025 on page 3. **Annexure "B"** hereof prescribes the land usage for erven zoned "General Business".

These erven are located on the western boundary of Extension 25, Swakopmund (located in Mondesa). Various erven zoned "single residential" and located to the east of these erven zoned "general business" are being sold by Mupupa Realtors CC and to Swakopmund Uranium for the establishment of residential townships.

The prospective bidder must ascertain the final level of all roads which border on the erf and the Swakopmund Municipal Council accepts no responsibility for any costs or loss arising from any innocent or negligent misrepresentation on the part of the seller in this respect.

Also refer to the voetstoots clause, **point 6.6 on page 8**.

4. **PAYMENT OF REGISTRATION FEE**

**Please ensure compliance with the "QUALIFYING CRITERIA" set-out in Notice 01/2025 before paying the registration fee.**

To take part in the closed bid sale, the bid procedure summarized herein below must be complied with:

- 4.1 A refundable registration fee in the amount of **N\$ 5 000.00** per bidder is payable to the Swakopmund Municipality in order to participate. The last date for the payment of the registration fee is **Friday, 31 January 2025** before **15:00** at the Cashiers. EFT payment or direct bank deposits must indicate that it was paid to Council on/before Friday, **31 January 2025** and reflect on the Municipality's bank account.

Payment can be done at the Cashiers or by way of EFT or direct bank deposit into Municipality's bank account:

Beneficiary	:	Swakopmund Municipality
Bank	:	First National Bank
Account No	:	622 4960 3300
Branch	:	Swakopmund
Branch Code	:	280472
Account Type	:	Cheque
Reference	:	Name and surname of prospective bidder (or name of the entity)

Please e-mail proof of payment whether by EFT or direct deposit to [payments@swkmun.com.na](mailto:payments@swkmun.com.na) and [enakale@swkmun.com.na](mailto:enakale@swkmun.com.na) clearly stating the entity / name and surname of the prospective bidder. Also provide contact details for the collection of the original municipal receipt at the cashiers. A receipt will be issued in the name of the entity / the name & surname provided and the refund (if required) will only be made in the said name.

**Please Note:**

- (a) *If you are bidding on behalf of an entity, ensure that your entity's name is reflected as it appears on the registration documents and if you are bidding in your personal name that your initials and surname matches your names and surname as it appears on your ID.*
- (b) *Should the registration fee not be paid and the original municipal receipt not be provided on the date of sale you will not be allowed to take part in the closed bid sale.*
- (c) *The Cashiers close at 15:00 on Friday, **31 January 2025**.*
- ⇒ (d) *After obtaining your original municipal receipt from the cashier please visit the Property Section in order to complete the registration form and be listed for participation in the sale.*
- (e) *Should you bid in the name of an entity, such entity must legally exist on the date of the sale.*

4.2 **Registration Fee - Successful Bids**

Should an erf be allocated to a bidder, the registration fee paid by that bidder will be refunded as soon as possible after transfer of the erf to the bidder. The registration fee cannot be retained by Council to form part of the payment of the purchase price.

Should the sale be cancelled for any reason after the erf is allocated to a bidder, all moneys paid to the Municipality of Swakopmund shall be forfeited, including the **N\$ 5 000.00** registration fee.

4.3 **Unsuccessful Bids**

Should your bid be unsuccessful, the registration fee must be claimed by completing the refund form attached as **Annexure "C"** and attaching the proof of payment of original receipt, copy of your ID and confirmation from your financial institution that the account exists. This form should be handed in after the finalisation of the Closed Bid Sale.

No refund for an unsuccessful bid can be made without an original municipal receipt. Refunds can only be made to an account reflecting the name appearing on the receipt (bank confirmation in this regard is required). No cash refunds will be done.

5. **BID PROCEDURE ON DAY OF SALE**

5.1 **Registration of Bidders**

Registration of bidders starts at 07:30 on Friday, **07 February 2025** in the **Training Room** located in Municipal Office Building. The doors close at 08:30. All qualifying bidders in the queue at the venue at 08:30 will be permitted to submit their bids subject to **point 5.2** below.

For this purpose, please provide:

- ① your entity's registration document / Identity Document (or certified copy),
- ② marriage certificate (if applicable),
- ③ proof of financing from a registered bank,
- ④ proxy (if applicable); and
- ④ original municipal receipt of the N\$5 000.00 registration fee.

The original receipt and proof of financing must be available for verification purposes. Whereafter **3x blank bid forms** will be issued. Please have **3x copies of the following documents** available which must be attached to the bid forms:

- Original Municipal Receipt
  - ID and ID of spouse if applicable
  - Marriage Certificate (if applicable)
  - Registration Document of Entity (if bid is submitted in the name of an entity)
  - Proof of Financing from a registered bank to acquire an erf such as "pre-approval"
- Depending on attendance and the finalization of the registration process the last bids will be accepted at approximately 08:45.

After registration, bidders may submit 1 bid on the 3 different erven (the name on the bid form must be the same as the name appearing on the original receipt).

The submission of bids is detailed in point 5.3 below.

## 5.2 **Closing Date and Time**

The closing date and time for submitting the bids is **Friday, 07 February 2025 at 08:45**. No late submissions of bids will be accepted and only bids on the municipal bid forms will be considered.

## 5.3 **Submission of Bids**

All bidders or their duly appointed proxies must be present at the **Training Room** at 07:30 on Friday, **07 February 2025**.

Bidders must place their completed municipal bid forms in 3 separate boxes provided for the erven. The Municipality does not accept any responsibility for the bid placed in incorrect box, and bids found in the incorrect boxes after allocation has started will be disqualified.

5.3.1 The upset price for the respective erven is indicated in Notice 01/2025, page 3 of this document. Bids for an amount less than the upset price will be **disqualified**.

5.3.2 **Nominees** The purchaser will not be permitted to nominate a nominee, therefore all prospective purchasers must ensure that the Bid Form is completed in the personal name / name of the entity into which the property will be transferred as indicated on the official receipt. **No changes to the name will be permitted.**

Therefore clearly state the correct entity name or names and surname on the 3 bid forms.

## 5.4 **Opening of Bids**

5.4.1 *Attendance at the opening of the closed bids on Friday, **07 February 2025** at the **Training Room at the Municipal Head Office, c/o Rakotoka Street** is compulsory. If personal attendance is not possible, a duly appointed proxy can attend the proceedings. **If no representative is present the bid will be disqualified.***

5.4.2 **Allocation:** The erven will be allocated to the highest qualifying bidder on each erf listed chronologically as per Notice 01/2025. After allocation the purchaser is required to sign the deed of sale.

Allocation is based on one erf per person / entity (married couples irrespective of the marital regime are regarded as one entity). *Once the bidder accepts the allocation, a withdrawal of acceptance will lead to disqualification and forfeiture of the registration fee.*

5.4.3 **Deadlock:** In the event that a deadlock arises, i.e. two or more successful bidders offer the same price for an erf; the deadlocked bidders will immediately be given an opportunity to bid against one another by means of written offers. The resultant highest bidder will be allocated the erf.

5.4.4 No negotiations will be entered into after the bids have been opened and prospective purchasers are cautioned to make adequate provision with their registered bank prior to the proceedings, as no other arrangement will be accepted than indicated herein.

4.4.5 If a bidder submits multiple bids on one erf, only the highest offer will be considered and all subsequent bids from the same bidder will be disqualified.

↳ a person or married couple may not bid on the same property in their personal name as well as in the name of legal entities in which they hold an interest, share or equity (also see point 1.1 below).

5.4.6 Should any erven remain unsold after all bids have been processed, a second round will be held where such remaining erven will be sold to the highest bidder on the day and at the venue of the closed bid sale, who have not been allocated an erf.

## 5.5 **Disqualification of Bids**

The following will result in bids being disqualified:

5.5.1 Bids not submitted on a duly completed bid form.

5.5.2 Bids not placed in the correct boxes marked with the erf number on **07 February 2025** during the bidding process.

5.5.3 Bids for amounts lower than the upset price.

5.5.4 If attending the closed bid sale on behalf of a bidder and no written proof of authorization / power of attorney can be presented by the proxy on behalf of a successful bidder.

5.5.5 In the discretion of the Municipality; if it is found that false and or incorrect and or incomplete information was provided on the bid form.

5.5.6 Non-compliance with any other condition contained in the Conditions of Sale document.

5.5.7 If bidding is done in the name of a legal entity (Close Corporation, Company, Trust, etc.) and no Power of Attorney is presented by the representative.

5.5.8 If the entity must still be incorporated.

## 5.6 **Signing of the Deed of Sale**

Council's standard Deed of Sale based on the conditions of sale will be completed and forwarded to the purchaser. The purchaser must sign and return the Deed of Sale to the Swakopmund Municipality within 21 days from date of receipt thereof. (The contract is deemed to have been received 2 days after it was posted or e-mailed to the postal address or e-mail address). **Failure to do so shall entitle (but not oblige) the Municipality to cancel the sale of the property, in which event all and any payments made to the Municipality on account of the sale may be forfeited in favour of the Municipality.**

The bidder / purchaser is responsible to pay for all costs of transfer.

## 6. **GENERAL CONDITIONS OF SALE**

6.1 The conditions of the Swakopmund Municipality's **Standard Deed of Sale, Property Policy, Conditions of Establishment, Zoning Scheme, Structure Plan as well as the conditions as set out in this document** are applicable to this transaction. Should the purchaser not fulfil any or all of the conditions required in terms hereof, the Swakopmund Municipality reserves the right to cancel the transaction without the need to place the purchaser on terms.

### 6.2 **Date of Sale**

The date of sale is the date for submitting of bids, i.e. Friday, **07 February 2025**.

### 6.3 **Minimum Building Value**

The minimum building value requires structural improvements worth at least 4 times the Municipal valuation of the property. Structural improvements shall not include the construction of boundary walls or any changes to the subterranean composition of the property.

### 6.4 **Building Period**

The purchaser is required to improve the property as aforesaid, within a period of 24 months from the date of transfer of the property to the successful purchaser. The improvement of the property shall be deemed to be completed once the Swakopmund Municipality has issued a certificate of completion for the buildings erected on the property; In the case of failure to develop within the above period, Council reserves the right to repossess the erf.

### 6.5 **Payment of Availability Services and Property Taxes**

In terms of Section 73 of the Local Authorities Act 23 of 1992, availability services and property taxes on a property purchased at the Closed Bid Sale will be payable by a purchaser as from the month following the allocation of the erf and be so calculated on the municipal valuation of the erf.

### 6.6 **Voetstoots**

The properties are sold "voetstoots" or "as is" and in the condition it presently is or shall be at the date of sale. 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 or any improvements thereon. The Municipality 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; and that the ground levels of the erf is capable of dealing with storm water from the erf and surrounding area. The Municipality does not accept any responsibility for any work required to make the erf suitable for the purchasers' use or needs.

### 6.7 **Method of Payment**

*No negotiations will be entered into after the bids have been opened and prospective purchasers are cautioned to make adequate provision with their financial institutions prior to the proceedings, as no other arrangement will be accepted than indicated herein.*

⇒ Due to the zoning of these erven, 15% VAT is applicable and will be added to the bid amount. Therefore the bid amount excludes the 15% VAT.

The purchase price shall become due and payable to the Swakopmund Municipality within 120 calendar days from the date of the closed bid procedure, i.e. by Monday, **09 June 2025**.



6.7.1 **Cash:**

To be received by the Municipality not later than **15:00** on Monday, **09 June 2025**.

Instruction to transfer will only be given once the funds reflect as available funds on the bank account of the Swakopmund Municipality.

Only one card swipe per person to a maximum amount of N\$ 500 000.00 per drawer per day can be accepted by the Municipality's cashiers.

6.7.2 **Electronic Fund Transfer:**

Purchasers may make payment by way of EFT bearing in mind that funds do not always reflect on the bank account immediately. Payment must be done in time to reflect as available funds in the bank account of the Swakopmund Municipality, not later than 23:59 on Monday, **09 June 2025**. Please quote the erf number and the name of the purchaser of the property as reference. Instruction to transfer will only be given once the funds reflect as available funds on the bank account of the Swakopmund Municipality.

6.7.3 **Cancellation:**

Should the purchase price and 15% VAT not be received by the Municipality or not reflect on its bank account on the said date and time, the transaction is cancelled without further notice.

**The erf will then be offered for sale to the next qualifying bidder in terms of point 6.8, at the Municipality's discretion.**

**Note:** The registration fee cannot be retained by Council as part of the purchase price and will be refunded as per **point 4.2**.

Should either of the options in **6.7.1 or 2** above be used, proof of payment must be e-mailed to: Ms A Uushona at [enakale@swkmun.com.na](mailto:enakale@swkmun.com.na) and to [payments@swkmun.com.na](mailto:payments@swkmun.com.na). The Municipal Bank Details are quoted under point 4.1 of this document. Please quote the erf number and name of the purchaser as reference.

6.7.4 **Bank Guarantee issued by a Registered Bank only**

An acceptable written bank guarantee must be provided to the attorneys of the Swakopmund Municipality as soon as possible to register transfer in the name of the purchaser on or before Monday, **09 June 2025**.

The guarantee must be issued in favour of the Swakopmund Municipality and be payable upon registration of the transfer of the erf and is to be worded in accordance with the wording quoted below.

- 6.7.4.1 Prior written permission must be obtained from the Swakopmund Municipality should the wording or conditions of the guarantee be amended in any way including any additions thereto or omissions there from. The wording of the guarantee required is as follows:

*The Guarantee is issued in favour of the Municipal Council of Swakopmund (for credit: PURCHASER) for payment in the amount of N\$ ... (purchase price) (in words:...) plus 15% VAT in the amount of N\$... (in words:...) plus interest on the purchase price in the event of transfer being registered after Monday, **09 June 2025** at the prime lending rate of the Swakopmund Municipal Council's bank as at Friday, **07 February 2025** and so calculated from Monday, **09 June 2025**, until date of transfer, both dates included; to be paid by electronic fund transfer into the bank account held by the Swakopmund Municipal Council."*

Should the wording be incorrect or differ and the staff accept the guarantee and or act on it, the transaction remains voidable at the election of the Swakopmund Municipality.

- 6.7.4.2 Irrespective of the method of payment, in the case of cancellation for whatever reason by either party, all moneys paid to the Swakopmund Municipality shall be forfeited (including the applicable registration fee).

**6.7.5 Cancellation:**

Should an acceptable written bank guarantee not be received by the Municipality's attorneys by Monday, **09 June 2025**. The transaction is cancelled without the need to demand performance from the purchaser. **The erf will then be offered for sale to the next qualifying bidder in terms of point 6.8, at the Municipality's discretion.**

**6.7.6 Penalty Interest:**

Should an acceptable written bank guarantee have been received by Monday, **09 June 2025**, but the transfer of the property has not been registered by Monday, **09 June 2025**, the transaction will proceed but the purchase price shall attract interest with effect from Monday, **09 June 2025**, calculated at a rate per annum equal to the prime lending rate of the Municipality's bank as on Friday, **07 February 2025** and calculated so until the date of transfer.

- 6.7.7 The purchaser may only take possession of the property once it has been transferred into the name of the purchaser.

**6.8 Allocation of an Erf to the Next Qualifying Bidder**

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

- 6.8.1 The erf will be offered to the next qualifying bidders in sequence. The first to accept the offer, must confirm in writing that he/she/it wants to purchase the property within 10 days from the date that the offer was sent failing which the property will be offered to the following qualifying bidder.
- 6.8.2 A new 'Declaration of Purchase' will be forwarded to the next qualifying bidder which must be signed and returned to the Swakopmund Municipality together with proof of the payment of the applicable refundable registration fee within 10 days from the date the offer was made (in case the registration fee was refunded).
- 6.8.3 The 90 days period within which the purchase price must be secured is calculated from the date of sale, which is the day following the expiry of the 10 day period in point 6.8.2 above.
- 6.8.4 Only the next 3 qualifying bidders will be considered, whereafter the property will be submitted to Council to determine the way forward.

7. **FURTHER CONDITIONS OF SALE**

7.1 **The erven are sold on the basis of one erf per individual / entity.**

A bidder may **not** purchase an erf in his / her personal name as well as an additional erf in the name of an entity.

It shall not be permissible for any bidder to purchase another property at the same closed bidding process through another person or through the vehicle of a corporate entity, partnership or trust in which the bidder or another person to which the bidder is related to within the third degree of consanguinity (blood) or affinity (by marriage) or hold an interest *qua* member, shareholder, director, trustee or beneficiary (irrespective of the size of the interest or whether it is a vested interest or not); unless such person is *bona fide* doing business for own account.

E.g. a person may not bid on the same property in their personal name as well as in the name of legal entities in which they hold an interest, share or equity, or spouses may not both bid on the same property in their personal names and / or in the name of an entity in which either or both of them hold an interest, share or equity.

7.2 The Swakopmund Municipality shall not accept under any circumstances any process whereby the purchaser of the property will be allowed to nominate a third party as the eventual purchaser of the property. To be more specific, the Council shall not entertain any agent bidding on behalf of a principal or any nominee acting on behalf of a legal entity still to be incorporated.

8. **SPECIAL CONDITIONS OF SALE**

8.1 The properties may not be alienated unless a completion certificate has been issued in respect of the structural improvements referred to in 6.3 and 6.4 on page 8. This restraint of alienation will be registered against the title deed of the respective properties.

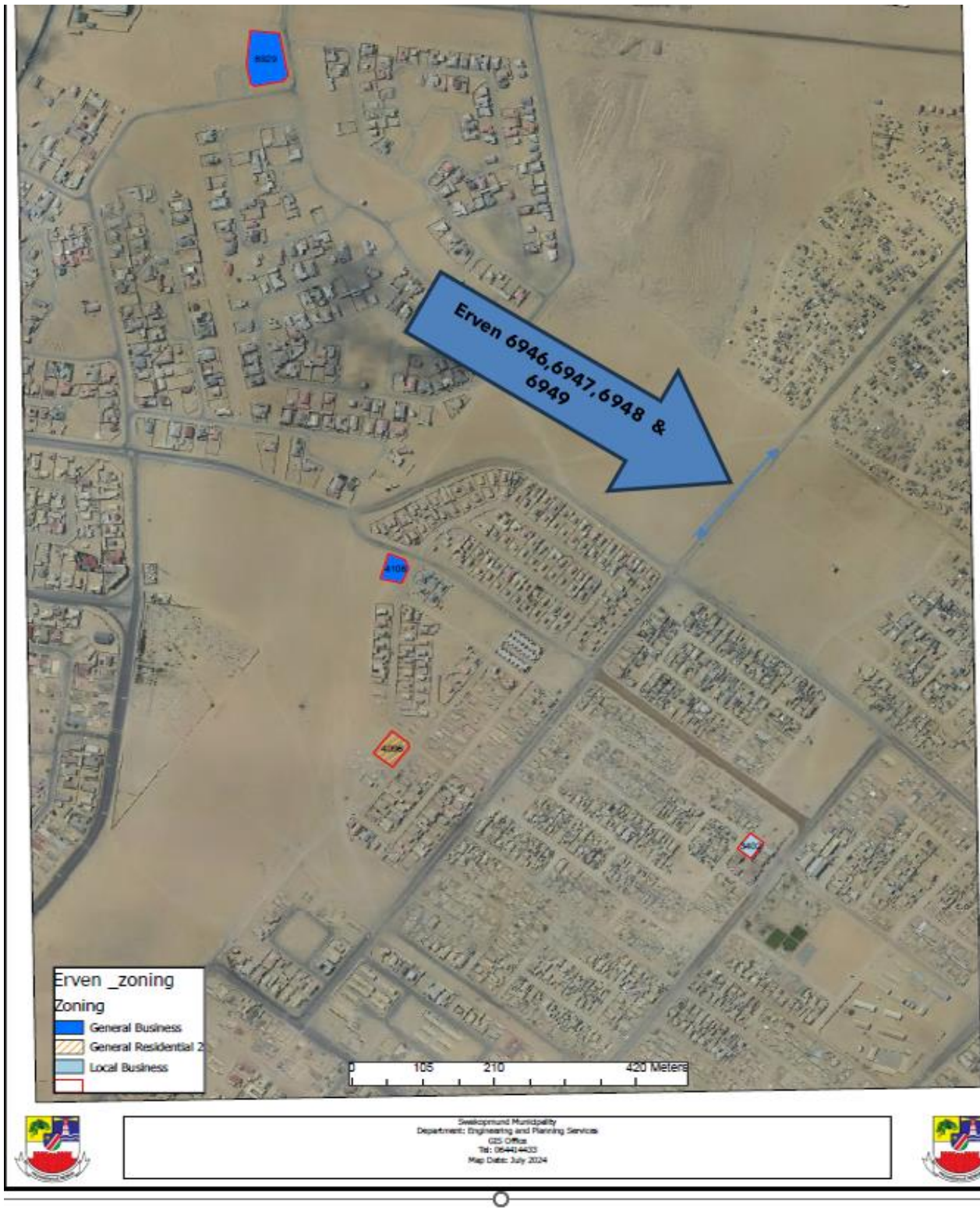
8.2 Purchasers are given 24 months to construct and complete improvements on the erf, failing which; Council reserves the right to repossess the erf (see point 6.4 on page 8).

8.3 In the event that the purchaser of a property is a close corporation, a company or a trust, then, the members' interest in the close corporation or shareholding in the company or interest in the trust, as the case may be, may not be changed without the prior written approval of Council. Such caveat will be registered against the title deeds of the properties to prevent any contravention of this condition.

~>\*<~

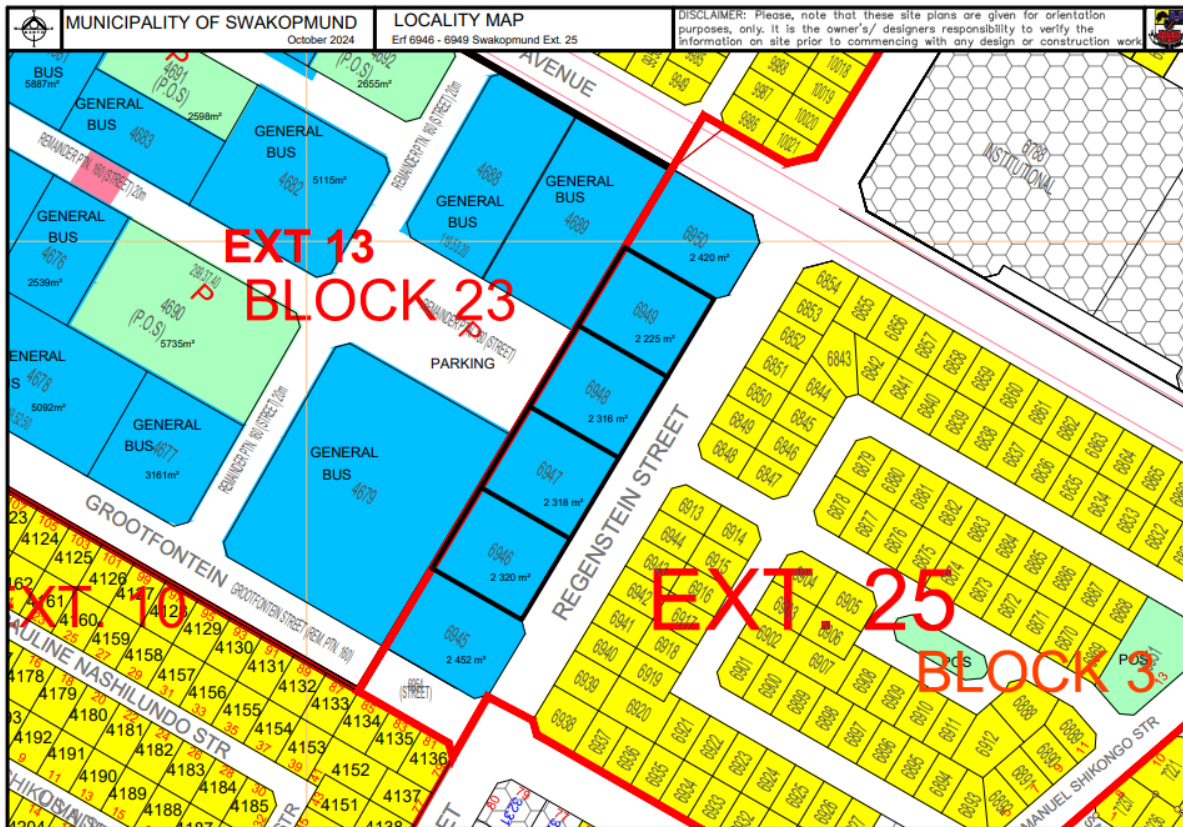
**SALE OF 4 GENERAL BUSINESS ERVEN IN SWAKOPMUND**

1:1000





Erf 6946  
 Erf 6947  
 Erf 6948  
 Erf 6949



**Requirements in terms of Town Planning Amendment Scheme 12**

**GENERAL BUSINESS**

- 1. Colour Notation:** Blue fill  
**Primary Uses:** Shops, Office Buildings, Parking Garages, Licensed Hotels, Block of Flats, Residential Buildings,  
**Consent Uses:** Service Stations, Service Industry, Place of Assembly, Place of Amusement, Institutional Buildings, Drive Inn Cafés, Funeral Parlours and Chapels, Warehouses, Liquor Stores, Pensions, Bed and Breakfast, Launderettes, Dry Cleaners

**2. Land Use Restrictions**

**2.1 Coverage**

In this zone the coverage shall not exceed the following percentages:

Blocks of flats	70%
Licensed hotels, Pensions and Residential Buildings	70%
Shops, Offices	85%
Office Buildings	85%
Institutional Buildings	70%
Parking garages	85%
Service stations, service industries and warehouses	70%

**2.2 Bulk**

No building shall be erected, altered or extended so as to exceed the bulk applicable for that type of building provided that the total bulk factor for the erf shall not exceed 2.0.

Blocks of flats above the ground floor	1,20
Licensed hotels and residential buildings	1,20
Shops, offices	2,00
Office Buildings	2,00
Places of instruction, places of public worship and places of assembly	1,00
Institutional buildings, service stations and light industrial buildings	1,00
Parking garage	2,00

## **2.3 Height control**

No building in this zone shall be erected so as to exceed a height of 13 metres.

### **Provided that:**

- (i) a height relaxation up to a maximum building height of 16 metres may be permitted with special consent of the Council.
- (ii) except for architectural features, no height relaxation be permitted within the conservation area.

## **2.4 Building lines**

### **(a) Street boundary**

- (i) All buildings, except service stations, may be erected on the street boundary.
- (ii) residential units on ground level must be set back at least 3 metres.

### **(b) Side boundaries**

- (i) Buildings may be erected on the side boundary.

Side boundaries for service stations will be according to Clause 10 of this Scheme.

### **(c) Rear boundaries**

- (i) 3 metres from any rear boundary;

### **(d) Basements**

Where a basement is below ground level the building line requirements need not be complied.

- (e) Notwithstanding the provisions of sub-paragraph (a), (b) and (c) above the Council may subject to any conditions it may deem necessary, relax the building line restrictions.
- (f) With the consent of the Council or the Competent Authority a building (with opening windows overlooking the neighbouring property) can be erected on a common border with a Public Open Space.

## **2.5 Projections**

- (a) In this zone projections over streets and building lines, excluding advertising signs approved by the Council in accordance with the provisions of any other law, shall be limited to minor architectural features and one cantilevered open canopy which may be erected to within 0,5 metres of the pavement edge or 2,5 metres from the front of the building whichever dimension is the lesser, provided that no portion of any projection shall be less than 2,5 metres above the pavement level and there shall be no access from the buildings to the canopy.
- (b) The following conditions, excluding advertising signs and cantilever slab projections approved by the Council in accordance with the provisions of any other law, shall apply to all to other projections over building lines applicable in this zone:
  - (i) Projections shall not protrude more than 1 metres over the street boundary;

- (ii) balconies may extend in length up to 60% of the total length of the façade (per floor) from which they project if no other projections are planned for that façade;
- (iii) each separate bay window shall not exceed 3 metres in length;
- (iv) balconies shall only be enclosed by a dwarf wall, railing or similar structure not exceeding 1,5 metres in height above the floor level of the balcony, and
- (v) any projection, roof or hood over the balcony shall be cantilevered.

## 2.6 Provision for on-site parking

- (a) Except where specified elsewhere in the scheme, when a building is to be erected on a site the owner thereof shall construct and maintain, at his own expense and to the satisfaction of the Council, parking spaces on the site as set out in Table D1:

**TABLE D1: Provision of Parking**

Residential buildings	1 per dwelling unit
Hotels Pension & Bed & Breakfast	1 per 50m <sup>2</sup> of floor area A minimum of 2 plus 1.5 per room
Shops and Offices	1 per 33,33m <sup>2</sup> of floor area, or as arranged with Council according to Clause 8:D/7/2
Places of Public Worship and Places of Instruction	1 parking bay per 10 seats or 10 members Min: 15 bays for funeral chapels; 8 bays for other uses
Institutional	1 per 2 beds or as determined by Council
Service Stations	At least one parking bay per 50 m <sup>2</sup> of the total floor area provided that the parking bays be clearly indicated for visitors.
All other uses	1 per 33,33m <sup>2</sup> of floor area

The parking requirements, subject to the specified use zoning, shall be calculated as set out in column (2) of Table D1 and that the number of parking bays thus obtained, shall be rounded off to the nearest integer

- (b) The access to and the position and dimensions of a parking place shall conform to the requirements of the Council.
- (c) The Council may relax the requirements of sub-clause (a) and (b) if it is satisfied that no interference with the amenities of the neighbourhood, existing or as contemplated by the Scheme, will result.
- (d) The site to be provided for parking in terms of this clause shall not be used for the purpose of exhibition, sale, repair or maintenance of vehicles or for any purpose other than the parking of vehicles.

## 2.7 Non-Conforming Uses on Premises

Before a registration certificate or licence of the Council is issued in respect of any premises for which there is no current licence at the date of coming into force of these provisions, or when additions or alterations are made to any building in this zone all the buildings on the site which a licence is being issued for or which are altered, shall be made to comply with the provisions of this Scheme, the regulations of the Council and any other laws which may be applicable.



## **2.8. Erection of Blocks of Flats and Residential Buildings**

Except with the special consent of the Council blocks of flats and residential buildings other than a licensed hotel in this zone may only be erected above the ground floor.

## **2.9. Additional access provisions**

- (a) the vehicular access and exit ways to and from the premises of a service station or public garage shall, where they cross the road boundary, be more than 10 m wide, and a wall at least 100 mm thick and 200 mm high shall be erected on the erf boundary between the points of access and exit. The wall shall be continued along such boundary unless the premises are otherwise enclosed. The vehicular access and exit ways to and from motor vehicle fuel pumps shall be restricted to one each for every continuous stretch of frontage of 30 m which the premises whereon such pumps are erected have on the boundary of a public street or public road.
- (b) In an urban area the vehicular access and exit ways to and from the premises of a service station or public garage, where they cross the road boundary, shall:
  - (i) be not less than 30 m from the point nearest to where a declared road, proclaimed road or prospective main road intersects any other road of a like status, or the nearest point of an intersection where traffic is controlled, or is proposed to be controlled, by a traffic signal or traffic island;
  - (ii) be not less than 1,5 m from the side boundary of the premises, or
  - (iii) in the case of an intersection other than one referred to in paragraph (i), if the corner of the intersection is not splayed, be not less than 10 m from such corner, or if the corner at the intersection is splayed, be not less than 10 m from such corner or 5 m from the point where the line of splay meets the road boundary, whichever is the greater distance from the corner.

## **2.10. Additional enclosure provisions**

- (a) Any part of the premises of a service station or public garage which is used for the storage of disused motor vehicles or parts of motor vehicles, empty containers such as oil drums and packing cases, or any other scrap whatsoever, or for the assembly, repair, painting or dismantling of motor vehicles shall, unless it is enclosed by buildings at least 2 m high, be enclosed with a suitable brick or concrete screen wall at least 2 m high.



**APPLICATION FOR REFUND OF REGISTRATION FEE BY  
UNSUCCESSFUL BIDDER**

**CLOSED BID SALES OF BUSINESS ERVEN IN SWAKOPMUND - 07 February 2025**

1) As per attached proof of payment, name in which payment was made:

.....

2) Contact person:.....

3) Tel no: ..... E-mail: .....

4) Bank: .....

5) Account No: .....

6) Branch Code: ..... Account type: .....

7) Payment was made to the Municipality by: (Please tick the appropriate box)

Payment at the  
Cashiers

Electronic Funds  
Transfer (EFT)

Deposit into  
bank account

8) Please refund me as follows:

Electronic Funds  
Transfer (EFT)

**Please ensure you attach the original receipt, copy of your ID and confirmation of your bank account to this application form to complete your application.**

Conditions of Refund

- 1) A refund cannot be made without the original receipt issued at the Cashiers attached to this form.
- 2) Refunds for payments can only be made into the name from which payment was received (please provide confirmation from your bank that the account listed under point 5 above is in your name).
- 3) Refunds will be done within 10 working days from the date of receipt of the completed application form with the required proof of payment attached.
- 4) Registration fees paid by cheque will have to clear in Council's bank account before it can be refunded.

.....

Date

.....

Signature

\_\_\_\_\_  
Official stamp - date received