

SUPPLEMENTARY AGENDA NO. 1

Ordinary Council Meeting

on

MONDAY

30 AUGUST 2021

at

09:00



MUNICIPALITY OF SWAKOPMUND

INDEX

ITEM NO	SUBJECT	REF NO	PAGE
11.1.15	Development Concept: Northern Blocks	16/1/4/2/1/14	3
11.1.16	Proposal By Salt Company (Pty) Ltd: <ul style="list-style-type: none"> • Purchase Of Mining Areas K And L • Fence-Off Of The Mining Property • Reduction Of Lease Area 	16/1/3/4	17
11.1.17	Resubmitted: Feedback: Action Plan Approved For The Allocation Of Land To Developers	14/2/1/2, 16/1/4/2/1/14	50
11.1.18	Application By Development Workshop Namibia (DWN) For: <ul style="list-style-type: none"> • Servicing Of Land • Construction Of Low And Ultra-Low Cost Housing With A Memorandum Of Understanding (Partnership Agreement) 	14/2/1/2	86
11.1.19	Allocation Of Land To Ms Helvi Mupupa	14/2/1/2, 16/1/4/2/1/14	112
11.1.20	Matsi Investment (Pty) Ltd: Income Group	14/2/1/2, 16/1/4/2/1/14	117
11.1.21	Resubmitted: Welwitchia Health Training Centre (Pty) Ltd	E 3342	120
11.1.22	Future Sale Of Erf 10033, Swakopmund	E 367 M4, E 368 M4; E 4908, E 4909, E 4910, 4908	127
11.1.23	Resubmitted: Private Treaty Application (Hakuna Mutata Real Estate CC: Erven Located In Extension 14	E 5010, E 5011, E 5012, E 5013	137
11.1.24	Application By Andrico Investments No.12 (Ocean View Spar) To Purchase/ Lease Erven 3346 And Erf 3352, Swakopmund	E 3346, E 3352	152
11.1.25	Sale And Development Of Extension 2 Mile 4 - Messrs Swakopmund Ombundu Investments (Proprietary) Limited	16/1/4/2/1/8	158
11.1.26	Reconsideration Of Cancellation Of Erf 365, Mile 4 - Namibia Desert Giant Group Pty Ltd	M4 E 365	162
11.1.27	Non-Compliance Activities On Farm Douglas Farm 184 Swakopmund: Court Interdict	Farm 184	173
11.1.28	Virtual Meeting With Transnamib And Ministry Of Works And Transport	E 466; E 444; E 779; 16/1/4/1/1; 5/6/12	181
11.1.29	Application For Exemptions Of Landing Fees For Light Sport Flying Aircrafts At The Swakopmund Municipality Aerodrome	18/1/1/1	185
11.1.30	Agri Industrial Park - Swakopmund	16/1/4/2/1/13	188

11.1.15 **DEVELOPMENT CONCEPT: NORTHERN BLOCKS**
(C/M 2021/08/30 - 16/1/4/2/1/14)

Special Management Meeting of 19 August 2021, Addendum 5.2 page 07 refers.

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

1. **INTRODUCTION**

The purpose of this submission is to propose a concept to Council for the future development of townships to the mutual benefit of Council, the community and entrepreneurs willing to take on the risk.

Although it is Council's vision to provide affordable services, this does not translate to same price or value for all even. Council has different options to finance the servicing of land in order to deliver land and housing which is affordable to the different income groups i.e.:

- ① *from own accumulated savings;*
- ② *bank loans;*
- ③ *developers and*
- ④ *public private partnerships.*

These options have different risk and benefit profiles depending on the area and the intended beneficiaries.

This submission therefore seeks to propose a framework and modus operandi for the allocation of identified portions for development by private entities, for the benefit of residents, investors and Council. The relevant section of the Property Policy is attached as **Annexure "A"** as a point of reference.

On **27 May 2021** under item 11.1.20 Council approved the subdivision of fourteen portions, including two for streets, north of the established townships of Matutura. A map is attached as **Annexure "B"**. These blocks can be considered for allocation in terms of the proposal explained in point 3 below.

2. **CURRENT SITUATION**

Council receives hundreds of applications and requests to make presentations for servicing of large portions of land or construction of houses annually. There are also lists of old applications which are difficult to assess for ability to finance and develop large areas. It is difficult to identify frontman who intend to speculate and those who are serious developers. In order to stop this it is proposed to place an advert in newspapers informing the public not to submit unsolicited applications for land since all land will be advertised.

All such applications are rejected based on the relevant Council resolutions.

The latest Council resolution passed under item 11.1.11 on **25 March 2021** is quoted below:

- (a) *That Council takes a policy decision to the effect that in future a standard reply be issued to unsolicited applications from the public for the:*

- (i) *Development of townships;*
 - (ii) *Purchase of large portions / number of serviced / unserviced land / erven;*
 - (iii) *Land for construction of residential housing; and*
 - (iv) *Requests for audience with Council for the above.*
- (b) *That the standard reply informs applicants that Council will invite developers / purchasers by public advert should the need arise for large scale developments.*
- (c) *That only unique proposals for business / industrial / institutional development or initiatives be considered after submitting full explanations and motivations.*

All applications received after the above resolution have been and are being informed that should the need arise, Council will publicly invite proposals, thereby affording all parties equal opportunity to be considered. There are accordingly no new names being added to the list of developers.

Similar resolutions were passed over a number of years, especially based on the directive received from the Ministry of Urban and Rural Development on 04 June 2015 (attached as **Annexure "C"**).

Council passed the following resolution on **25 June 2015** under item 11.1.15:

That Council complies with the directive from the Ministry of Urban and Rural Development dated 04 June 2015 by not selling large portions of land to private developers.

The various resolutions are attached as **Annexure "D"**.

3. **DISCUSSION**

In terms of the Property Policy, Council takes responsibility for the development of Swakopmund. When considering the approval to proceed with the above 8 transactions the Office of the Attorney-General requested the invitation proposal and criteria which were used for allocation. Since those applications were unsolicited and the qualifying criteria used by Council were unknown, Council could not provide such.

In order to take responsibility and to ensure fair and equal treatment of all applicants in line with the principles of good governance it is advisable for Council to develop a transparent and easily implementable process for the public to follow:

1. *Council directs what type of development it plans in the different unplanned areas for a given period.*
2. *Council identifies land which it intends to reserve for itself to ensure that Council can make good on its mandate to control the development and sale of affordable land and housing.*
3. *Council identifies land in specific areas to make available for private developers.*
4. *The size of the portions to be awarded to developers be confirmed in each area.*
5. *Council sets out the qualifying criteria (e.g. the relevant experience of the entity in similar developments, the skill and ability of the professional teams, and the ability to raise the required finances) that developers need to meet in order to participate in any call for proposals;*
6. *Council confirm what form an application or proposal should take and the manner and method to be used to objectively assess and select successful candidates.*

The average size of land that Council has allocated for townships developments in the past is around 10 Ha. Council can allocate smaller portions of land not exceeding 1 Ha to developers for the construction of houses which would allow many more developers to be used. The benefit is that this will increase the competition between the developers for clients and potentially limit the erf and house prices.

This could also decrease the risk of non-performance and the risk of failure. If conditions are set that require the developers to abide by a strict timeline it will also weed out the speculators who only wish to purchase the land and sit on it and then sell it at a profit without investing any money or incurring any risk. The technical details of how the services between these portions will be linked will however need to be resolved.

To that end Council can appoint an Engineer per portion to design the services, or require a group of developers to appoint an engineer to design the services.

Council can also consider the allocation of 2 to 3 developers to service an extension. These developers can work together (enter into a JV) to appoint 1 engineer to design the services of their extension.

4. FUTURE BLOCKS FOR DEVELOPMENT

On **27 May 2021** under item 11.1.20 Council approved the subdivision of the northern blocks into 12 portions. This area will be suitable for the future allocation and development of townships based on a fair and transparent concept.

The portions and the proposed usage are listed below (map attached as **Annexure "B"**):

<i>Portion</i>	<i>Main Usage</i>	<i>Development</i>
<i>K</i>	<i>Business & General Residential (mirror the business layout of the townships to the south of the dividing road).</i>	<i>Council</i>
<i>L</i>	<i>Business & General Residential (mirror the business layout of the townships to the south of the dividing road).</i>	<i>Council</i>
<i>F</i>	<i>High / Middle Income Erven (previously cemetery)</i>	<i>Council</i>
<i>G</i>	<i>Cemetery and Park</i>	<i>Council</i>
<i>H</i>	<i>Middle / Low Income Residential (including large institutional erf)</i>	<i>10 ha to Namibia Oysters (Pty) Ltd in exchange for Prt 96</i>
<i>D</i>	<i>Middle Income Residential</i>	<i>Private developers</i>
<i>C</i>	<i>Middle Income Residential</i>	<i>Private developers</i>
<i>A</i>	<i>Low Income Residential / Industrial</i>	<i>Not in line with Structure Plan but is the furthest away so less nuisance</i>
<i>B</i>	<i>Low Income Residential</i>	<i>Private developers</i>
<i>E</i>	<i>Low Income Residential</i>	<i>Private developers</i>
<i>I</i>	<i>Low Income Residential</i>	<i>Private developers</i>
<i>J</i>	<i>Middle Income Residential</i>	<i>Private developers</i>

These portions are all more than 10ha in size so it is likely more than one extension will be proclaimed on each.

5. COMMITMENTS FOR THE ALLOCATION OF LAND

Amongst all the applications received these applications are still pending since no land was available for development.

5.1 Ms Helvi Mupupa (whom the Minister said should be allocated land)

5.2. *Namibia Oysters (council is considering exchanging the mariculture land for another portion)*

The complete Council resolutions for these two developers are attached as **Annexure "E"**.

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

RECOMMENDED:

- (a) That an advert be placed in the newspapers informing the public not to submit unsolicited applications for land since all land will be advertised.
- (b) That Council approves the following transparent and easily implementable process for the allocation of land for private developers in terms of section 7 of the Property Policy as follows:
- (i) *Council directs what type of development it plans in the different unplanned areas for a given period.*
 - (ii) *Council identifies land which it intends to reserve for itself to ensure that Council can make good on its mandate to control the development and sale of affordable land and housing.*
 - (iii) *Council identifies land in specific areas to make available for private developers.*
 - (iv) *The size of the portions to be awarded to developers be confirmed in each area.*
 - (v) *Council sets out the qualifying criteria (e.g. the relevant experience of the entity in similar developments, the skill and ability of the professional teams, the content of their proposal, the cost of the housing and the ability of the developer to raise the required finances) that developers need to meet in order to participate in any call for proposals.*
 - (vi) *Council confirms what form the application or proposal should take and the manner and method to be used to objectively assess and select successful candidates.*
- (d) That Council approves that portions of land as per the table below be allocated for the stipulated purposes.
- (e) That Council calls for development proposals based on the land identified and the criteria stipulated be issued before the end of October 2021:

Portion	Main Usage	Development
175	Business & General Residential <i>(mirror the business layout of the townships to the south of the dividing road).</i>	Council
176	Business & General Residential	Council

Portion	Main Usage	Development
	<i>(mirror the business layout of the townships to the south of the dividing road).</i>	
170	High / Middle Income Erven <i>(previously cemetery)</i>	Council
171	Cemetery and Park	Council
172	Middle / Low Income Residential <i>(including large institutional erf)</i>	10 ha to Namibia Oysters (Pty) Ltd in exchange for Prt 96
168	Middle Income Residential	Private developers
167	Middle Income Residential	Private developers
165	Low Income Residential / Industrial	Not in line with Structure Plan but is the furthest away so less nuisance
166 ✓	Low Income Residential	Private developers
166 ✓	Low Income Residential	Private developers
172	Low Income Residential	Private developers
174	Middle Income Residential	Private developers

- (f) That the General Manager: Engineering and Planning Services prioritises the layout design for the first portion No 174 of the Northern Wedge.
- (g) That funds be made available for the layout as required.
-

ANNEXURE "A"**1. POLICY STATEMENT**

The first Property Policy was approved by Council on 31 August 1995 under item 9.1.29. It was amended regularly to ensure an updated guideline for the sale of vacant land, either serviced or unserviced, of which ownership vests in the Council of the Municipality of Swakopmund and situated within the proclaimed township and townlands of Swakopmund, subject to the conditions and provisions of the Local Authorities Act, 1992 (Act 23 of 1992) as amended and the applicable Swakopmund Town Planning Amendment Scheme.

The purpose of this revised policy is to provide a clear vision of Council's objective as far as availability of land is concerned and to provide a clear guideline to all staff and the public. The policy must provide a means of implementing the vision of Council. This is done by putting the tools in the hands of the staff to implement the policy with a minimum of interpretation. It must answer the needs of the public and make it easy for the public to understand what Council's requirements are for the purchase and lease of property. The public must also be able to understand what conditions are attached to a transaction and why the conditions are required.

2. OBJECTIVE

The objective of the policy is to provide a framework for the steady and reliable supply of satisfactorily serviced residential and commercial erven, for sale or lease, at attractive prices so that the town of Swakopmund becomes an enabling environment for its citizens and prospective investors equally.

4. RESERVATIONS

Any future Management Committee or Council resolutions found to be in conflict or not in compliance with this Property Policy, will be deemed *null and void* unless they specifically amend this policy. For a resolution to be able to amend this policy it shall be general in application and be capable of being incorporated into this policy.

No previous resolutions may be referred to, to justify a decision or resolution in conflict with this policy and any resolution not absorbed into this policy shall not be used as a precedent and will not be considered binding on Council.

Although Council will attend to applications for the sale or lease of land chronologically according to the date of receipt of the application, the consideration thereof will be based on merit, in Council's discretion acting in good faith.

5. DEFINITIONS

In this policy, unless the context indicates otherwise:

"public private partnership"	in the context of this property policy, shall not bear the strict meaning ascribed to it in section 94A (1) b of the Local Authorities Act, Act 23 of 1992, as amended, but shall include a mutually beneficial relationship or agreement for a project between Council and a private entity where in addition to monetary value, Council receives fully serviced erven or any such other benefit to the community as Council might agree on with such private entity
-------------------------------------	---

6.2 Statutory Processes for the Availing of Land

- 6.2.1 If land within a proclaimed Township is subdivided into less than 11 portions an application must be submitted directly to the Townships Board for a subdivision certificate, subject to Council's approval.
- 6.2.2 If the portion of land is subdivided into more than 11 undeveloped portions an application must first be submitted to NAMPAB for a Need and Desirability. Once approval is received from the Minister, the application is submitted to Townships Board.
- 6.2.3 Once a subdivision certificate is issued, a surveyor must be appointed to survey the land and submit diagrams to the Surveyor-General for approval within two (2) years of the date of the subdivision certificate.

6.2.4 Council intends to only consider the sale of portions of land once a Surveyor-General approved diagram is in place in order to be able to transfer the land; depending on such other factors Council may consider relevant as further set out in this policy.

6.2.5 The above process must also comply with the requirements of the **Environmental Management Act, Act 7 of 2007¹**, and any other relevant legislation.

7. **ALIENATION**

It is the intention of **Council²** to take responsibility for all aspects of town planning (as set-out under point 6.2 above) before land is sold; meaning that Council will decide on the layout and design of all future development of townships and the townlands up to the registration of erven in the Deeds Office, irrespective of whether it is a project initiated by Council or by a member of the public.

Council shall be under no moral or legal obligation to allocate any property for sale to any private individual, entity or institution based on a request to purchase, due to a precedent arising from a previous similar alienation of property.

Council may sell land by private transaction, tender or public auction, whichever method Council may elect at its entire discretion, as per the provisions of the Local Authorities Act, Act 23 of 1992, as amended. Also refer to **Annexure "A"** – Ministerial Directive on the Sale of Land.

The location, zoning and targeted or earmarked income group and proposed development will be taken into consideration in determining the method of sale.

Chapter 1 - Private Transaction

Introduction:

For the sale of land by private transaction, Council will only consider exceptional applications or proposals from public initiatives.

Furthermore, the sale of land is subject to Council's reciprocal agreement for the protection of the bulk water infrastructure with **NamWater³** (where applicable).

When allocating large portions of land to private developers, the following must be considered that serviced land will be made available to the public without any financial risk or expense to Council.

1. **Large Portions of Surveyed Land**

1.1 Council shall only consider the sale of large portions of land of which at least the boundaries have been surveyed and the diagrams approved by the Surveyor-General (blocks).

1.2 When selling blocks to private developers, Council can consider participatory development (public private partnership) by off-setting; or by retaining a percentage of the serviced erven (*Council identifies plots or erven that it wishes to obtain through block development transactions at the time that the layout is approved⁴*).

For example Council can sell a portion of land at a price to be determined and in addition to the purchase price the developer constructs services or houses in another area for the low-income segment of the community⁵ at a reduced price.

1 Refers to Council's Resolution passed on 29 February 2012 under item 11.1.1 – G 1/1

2 Refers to Management Committee's Resolution passed on 10 March 2011 under item 8.27, point (c) - G 4/1/1

3 Refers to Council's Resolution passed on 24 March 2011 under item 11.1.14 - G 4/1/1 (19)

4 Refers to Council's Resolution of 10 November 2011 under item 7.5 - G 3/9/15

5 Refers to Council's Resolution of 31 May 2012 under item 11.1.1 – G 4/1/1

- 1.3 Upon approval by Council of an application to purchase an erf by private transaction, the prospective purchaser must be informed of the following conditions in order to make adequate financial arrangements:

Standard Conditions for Private Developers

Standard Conditions for Private Developers – Large Portions of Surveyed Land

1. **APPLICATION**

The prospective purchaser shall submit written proof from a financial institution that an account exists specifically to finance the project upon submission of the application.

2. **IN PRINCIPLE APPROVAL BY COUNCIL**

2.1 The prospective purchaser must accept that no rights will accrue to him or her 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.

2.2 The probable market valuation based on the intended zoning be obtained from Council's appointed municipal valuer and two additional valuers of which the average of the three valuations be used to determine a purchase price, for consideration and approval by Council.

2.3 The purchase price will be based on saleable land, (i.e. excluding streets, public open spaces and institutional erven) i.e. **actual erven created⁶**.

2.4 A minimum deposit of N\$50 000.00 (*to be decreased or increased by Council depending on the value of the development*) shall be required of the prospective purchaser to cover all fees and costs to Council, prior to attending to the statutory processes.

2.5 Should a balance remain after Council's costs have been covered, it will be refunded by the Finance Department to the prospective purchaser.

2.6 The successful prospective purchaser shall be required to pay the above deposit within 90 days from the Council resolution approving the purchase price, failing which Council's resolution will be revoked at the next Council meeting following after the expiry of the 90 days.

3. **STATUTORY PROVISIONS**

3.1 The requirements regarding the alienation of immovable property as prescribed in terms of the Local Authorities Act 23 of 1992, as amended, and the Townships Ordinance 11 of 1963 respectively, must be complied with in full.

3.2 No development or construction will be permitted to commence until the statutory processes have been completed.

3.3 No building plans will be considered for approval unless the applicable endowment fee for further subdivisions for township establishment, or betterment fee for rezoning (if applicable) is paid.

4. **AGREEMENT OF SALE AND TRANSFER**

4.1 The agreement of sale must be concluded and signed within

6 Refers to Council's resolution passed on 24 November 2009 under item 11.1.2 – G 4/1, N 7/3/4/1 & G 3/9

Standard Conditions for Private Developers – Large Portions of Surveyed Land

4.1.1 12 months from the closing date for objections, should none be received; or within

4.1.2 3 months from date of approval of the transaction by the Minister of Regional and Local Government, Housing and Rural Development, in cases where objections were received;

failing which Council's offer will lapse. Also refer to point 8.5 below.

4.2 The agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser or developer within 21 days of being requested to do so.

4.3 All costs relating to the transfer of the erf or block, (including but not limited to transfer duty, conveyancer's costs, compilation of Agreement of Sale, as well as any legal or other costs that may arise from this application), shall be for the prospective purchaser's account.

5. PAYMENT OF PURCHASE PRICE AND VAT

5.1 The purchase price and 15% VAT (if applicable) shall be secured by means of a bank guarantee payable on date of transfer.

5.2 A bank guarantee shall be provided within 90 days from the date of signing the deed of sale.

6. SERVICE DEMAND AND INFRASTRUCTURE

6.1 The prospective purchaser shall submit layout plans, indicating the civil services infrastructure, drawings of the buildings, as well as the service demand for the intended project for approval by the General Manager: Engineering Services prior to commencement of installation of the said services.

6.2 Internal and external services must be completed within 24 months from date of sale, being the date of signing the deed of sale.

6.3 The prospective purchaser shall provide all civil services infrastructure for its own account and to the specifications of the Engineering Services Department and Erongo RED. All costs with regard to the provision of municipal services required for any development scheme shall be paid by the prospective developer prior to any such services being provided by Council.

7. STATUTORY PROCESSES

7.1 It is the responsibility of the prospective purchaser to appoint a registered town & regional planner to attend to the township layout and establishment of the portion of land, for the prospective purchaser's account.

7.2 The prospective purchaser shall be responsible for all statutory disciplines to be completed within 12 months from date of sale (date of signing the deed of sale).

7.3 The proposed lay-out for townships development shall include at least one (1) institutional erf.

7.4 All costs related to the transaction shall be borne by the prospective purchaser.

Standard Conditions for Private Developers – Large Portions of Surveyed Land

8. **GENERAL**

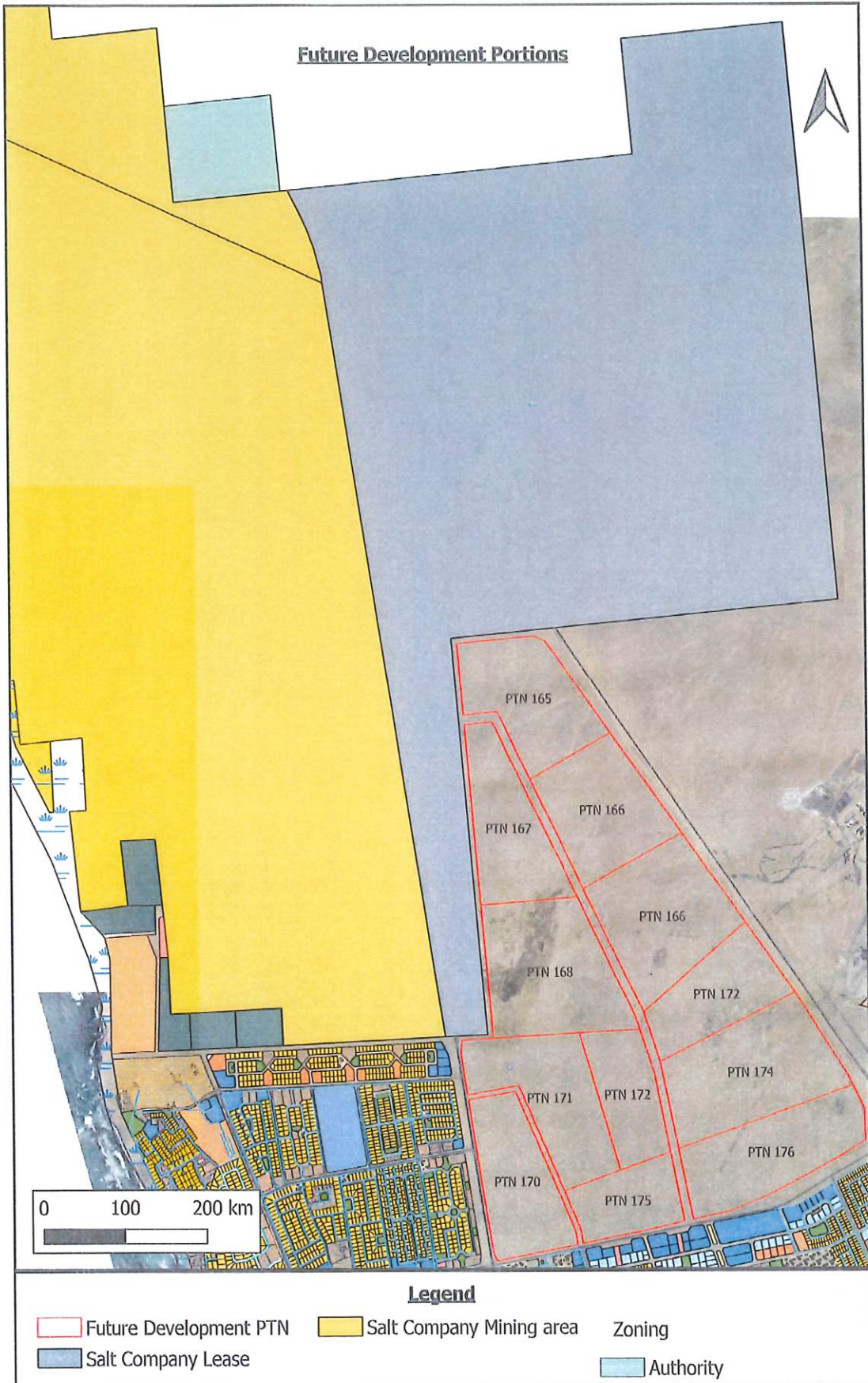
- 8.1 The whole development project must be completed from date of sale (being the date of signing the deed of sale), within
- 8.1.1 a minimum period of 48 months
 - 8.1.2 or a maximum period of 72 months
- depending on the nature of the development, e.g. number of units to be constructed or size of the buildings, or whether the development is to be built in phases.
- 8.2 Full rates and taxes will be levied from date of being issued a compliance (services) or completion (construction of buildings completed) certificate or from the month following the period agreed on (whichever date is the earlier).
- 8.3 Right of occupation will be granted upon issuing of a compliance certificate⁷.
- 8.4 The prospective purchaser is not permitted to cede, assign or alienate their right or interest in the property or alienate the property to a 3rd party in any way before all the relevant conditions contained in the agreement of sale are fulfilled.
- 8.5 That the prospective purchaser takes note that Council does not reserve land and should the transaction not be concluded
- 8.5.1 12 months from the closing date for objections, should none be received; or within
 - 8.5.2 3 months from date of approval from the Minister of Regional and Local Government, Housing and Rural Development, in cases where objections were received;
- the transaction will be cancelled without the need for Council to give notice to the applicant.
- 8.6 As Council is selling the land for a specific purpose to a specific purchaser, the applicant must seek approval of Council to affect any change in shareholding or membership, should the purchaser be a legal entity.

9. **INDEMNITY**

The prospective purchaser indemnifies Council against any claims resulting from blasting; should blasting need to be done for the project.

⁷ Refers to the addendum to the agreement of sale for Carenet Retirement Village Project as was resolved by Council on 27 October 2011 under Item 11.1.10 – G 3/9/8

ANNEXURE "B"



ANNEXURE "C"

both serviced and un-serviced land in the respective local authorities falling under your regions, and to submit such information to my office through the Offices of the Governors.

I am hereby following up on and reiterating my earlier urgent request. I recognise that some Governors shared information in this regard at the retreat, and I wish to thank those who have already done so.

The Ministry is in process of devising an integrated plan on land delivery and the information that we are requesting is crucial for this, and will help the Ministry to articulate the land servicing needs and plans of local authorities better and in a coherent manner.

It is important that the information is prepared and packaged in a proper and easy manner to understand. The Ministry has designed and is hereby providing a format/template for both serviced and un-serviced land (Annexures 1 and 2) that you should use to prepare and submit the information to my Office.

Assuming that your records on land matters are in order, I would like to have this information latest by 16 June 2015.

On a separate note, I wish to express my concern that I have noticed local authorities selling large chunks of land to single individuals or parties while we all very well know that we have thousands of fellow Namibians who are also in need of land. Some of them have applied to local authorities for land allocation but are often told that there is no land available to be allocated to them. As such, I am hereby directing local authorities to desist from allocating many even to one individual or entity. We need to share this essential resource (land) with each and every Namibian who needs it, in line with the call by our President that "No Namibian should feel left out".

As I have pointed out in my Statement at the Grootfontein Retreat, any land allocations that are not in line with the vision, equity and fairness goals of the Government will not enjoy my support and approval. I seek the support of the Hon. Governors, Chairpersons of Regional Councils and Mayors to enforce good governance, equity and transparency in land sale transactions.

Contact NO - 081 217 5192



Republic of Namibia

Ministry of Urban and Rural Development

Private Bag 12285
Windhoek, Namibia

Government Office Park
Luther Street

Tel: (+264 61) 297 2113
Fax: (+264 61) 297 2184
Email: admin@murda.gov.na
Website: www.murda.gov.na

4 June 2015

OFFICE OF THE MINISTER

Enquiries: P.T. Haindongo
Tel: (+264 61) 297 2184
Fax: (+264 61) 252906

Our Ref:
Your Ref:

MEMORANDUM

TO: All Honorable Regional Governors
Honorable Chairpersons of Regional Councils
Your Worship Mayors
The Minister's Representative: Omaruru Municipality
Honorable Chairpersons of Village Councils

All Chief Regional Officers
All Chief Executive Officers of Municipalities, Town and Village Councils

RE: URGENT REQUEST FOR INFORMATION ON AVAILABLE SERVICED AND UN-SERVICED URBAN LAND IN YOUR RESPECTIVE LOCALITIES

Reference is hereby made to the subject matter.

In my Statement during the High Level Consultative Retreat in Grootfontein, I requested you, Honourables and colleagues, to commission the compilation of accurate information on available

All official correspondence must be addressed to the Permanent Secretary

ANNEXURE "D"**Resolutions passed prior to Council's decision of 25 March 2021**

1. With reference to applications for **public private partnerships**, the following decision was passed by Council on **27 April 2017** under item 11.1.29:

- (a) *That Messrs ENGCO Consulting Engineers be informed that their proposal was not accepted and that Council will invite expression of interest for the development of specified area in future and that they are encouraged to participate.*
- (b) *That all companies that submitted PPP proposals for development of property be informed accordingly.*

In addition to the above decision, the Management Committee on **22 February 2018**, under item 5.1 passed the following resolution regarding the Public Private Partnership agreements:

- (a) *That the Acting Chief Executive Officer arranges for a delegation to meet the Minister of Urban and Rural Development or his Deputy regarding Public Private Partnership applications.*
- (b) *That Council only considers the current listed Public Private Partnership applications until they are exhausted, before consideration is given to new applications.*
- (c) *That new Public Private Partnership applications received be placed on file and only be considered in terms of (b) above.*

2. Council's decision with regard to **applications for the construction of houses**:

On **31 May 2018** Council under item 11.1.25 among other allocated 40 erven to local contractors to construct houses and passed the following decision:

- (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.*

3. Council's decision with regard to an application for an **audience to acquire a large portion of land** for township development:

On **28 February 2019** Council passed the following decision under item 11.1.7 with reference to an application from Messrs Karadix Innovative Investment CC:

That the application by Messrs Karadix Innovative Investment CC to present a proposal to acquire a portion of 30ha for townships development be turned down.

4. On **30 July 2020** under item 11.1.5 Council passed a decision as **standard reply to developers** who apply for either public private partnerships, land to install services or land to construct houses.

Quoted the decision:

That all applicants for land for the purposes listed below, be informed that should Council require to engage the business community, proposals will be invited accordingly:

- Installation of Services
- Construction of houses or accommodation units

The above decision was passed as Council is being inundated with hundreds of **unsolicited applications**.

In addition to the above, Council passed the following decision on **25 February 2021** under item 11.1.4:

- (e) *That in future developers be screened to determine their financial capabilities to perform and any other matter Council deemed necessary.*

Proof of financial ability to execute a project will be included in the requirements of a development proposal when issued for Council in future.

ANNEXURE "D"**Point 4 of the submission:****1 Ms Helvi Mupupa**

Council passed the following resolutions with regard to Ms H Mupupa:

On **27 June 2019** under item 11.1.19:

- (a) *That the Management Committee resolution passed on 23 May 2019 under item 5.7 be repealed.*
- (b) *That Ms H Mupupa replaces one of the non-performing developers which were allocated land as per the Action Plan approved by Council on 31 May 2019 under item 11.1.25 and on 22 November 2018 under item 11.1.35.*
- (c) *That it be noted that the application of Ms H Mupupa applied for land during 2014 and regarded as an exception based on the directive received from the Ministry of Urban and Rural Development stating that an alternative portion of land be allocated to her. Therefore, although she does not appear on the list of applicants submitted to Council on 30 November 2017, land be allocated to her.*

Following the above decision another letter was received from her and on **30 July 2020** the following decision was passed under item 11.1.22:

That the applicant be informed to wait for the availability of land.

2 Namibia Oysters

The Management Committee passed the following decision on **21 October 2020** under item 5.2 with regard to the sale of Portion 96:

- (a) *That should Messrs Namibia Oysters (Pty) Ltd insist on developing property on eco-zoned land permission be obtained from the Ministry of Urban and Rural Development in pursuance of their cause.*
- (b) *That should Messrs Namibia Oysters (Pty) Ltd agree to obtain approved residential zoned land for housing development, the Local Authority exchange the land with the developer.*
- (c) *That should Messrs Namibia Oysters (Pty) Ltd prefers to opt for option (b) above, such application be submitted to Council for consideration.*

11.1.16 **PROPOSAL BY SALT COMPANY (PTY) LTD:**

- PURCHASE OF MINING AREAS K AND L
- FENCE-OFF OF THE MINING PROPERTY
- REDUCTION OF LEASE AREA

(C/M 2021/08/30 - 16/1/3/4)

Special Management Meeting of 19 August 2021, Addendum **5.3** page **20** refers.

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

1. **INTRODUCTION**

This submission was tabled to the Management Committee of **15 April 2021** under item 8.4 (decision quoted below). A site inspection was conducted on Thursday, **29 July 2021** and the item is now resubmitted for consideration.

That this item be referred back and that an "in loco" inspection be arranged for Councillors.

Attached as Annexure "A" a proposal dated **6th October 2020** received from Salt Company (Pty) Ltd.

The salt company has a salt mining license (ML66J) which partially covers the Remainder of Portion B of the Swakopmund Town and Townlands Number 4, attached as **Annexure "B"**. This license was renewed by the Ministry of Mines and Energy in 2019. Although Salt Company (Pty) Ltd owns a large portion of the area, they still lease a large portion from Council.

2. **APPLICATION**

Engineering and Planning Services Department provided their input for compilation of the submission. The memo is attached as **Annexure "G"**.

Purchase of Portions K and L & Reduction of lease Property

Messrs Salt Company Pty (Ltd) is applying to purchase Portions K and L, (the sizes still to be determined), as per **Annexure "C"** in exchange for a reduction of the size of the lease area. The area highlighted in **blue** is the area which they wish to return to Council.

According to Council's records, the portions labelled K and L are Portions 5 and 130 of the Remainder of Portion of the Swakopmund Town and Townlands Number 41, respectively. The lease area on the eastern side of Daniel Kamho Road consists of Portion 48 of Portion Remainder of Portion of the Swakopmund Town and Townlands Number 41 and Portion 20 of the Remainder of Farm Number 163.

The sale of Portions labelled K & L and the lease area are not dependent on each other and cannot be used as a bargaining chip. All mentioned areas belongs to Council and the mining license does not supersede ownership to the other applicable legislation, namely; the Urban and Regional planning, Local authorities Act, the Swakopmund Town Planning Scheme and the Draft Swakopmund Structure Plan 2020 - 2020.

Engineering and Planning Services Department has no objection to the sale of Portions labelled K and L provided that the Salt Company attends to all planning and cadastral procedures. The costs emanating from all required processes should be for its account.

The current zoning of Portions labelled K and L is "*Undetermined*". If Council approves the sale, the portions should be rezoned from "*Undetermined*" to "*Special*" and subsequently consolidated with the salt Company's property, (**Annexure "D"**). In terms of the Draft Swakopmund Structure Plan 2020 – 2040, the Limestone Mining Area sites have been identified as depicted in **orange**, attached as **Annexure "E"**.

It would be appropriate and in line with the provisions of the Draft Swakopmund Structure Plan 2020 - 2040 for the lease area to be reduced and be confined to the resource area (the limestone mining area) as defined in the structure plan.

Fencing of Salt Company's Property

The salt company further requests fencing of their property due to theft as well as in the interest of the public's safety. The **purple** line as per attachment "**Annexure "F"**" represents the fencing as per mining license borders, whereas the orange line represents the proposed alternate fencing.

Engineering Services has no objection to Salt Company fencing off their property, provided that it does not in any manner interfere or block-off the beach access for the general public. The fencing-off should be in line with the Mining/Minerals Act and the applicable Marine statutes. They also advised that for assessment and determination of appropriate planning procedures that may be required, Salt Company should submit proof of ownership of the sites it owns and leases.

3. **COMPLAINT**

During 2019 a complaint was received from the subsistence fishermen angling from the shore adjacent to the salt works, that access has been completely blocked to the beach.

A fence has been erected from the corner of Erf 1, Mile 4 to the boundary of the Salt Works. This fence is on municipal land and was erected without permission from the Council. It must therefore be removed.

4. **FOR INFORMATION ABOUT LEASE:**

Clause 4 of the lease agreement signed on **16 January 1974**, clause 4 indicates that the lease amount and the terms and conditions be revised as to compensate Council for the total or partial interruption of the right of occupation of the land.

Clause 5 of the lease agreement states that compensation shall be determined by a Board of Adjudication in terms of Section 68 of the Mines, Works and Minerals Ordinance of 1968, should Salt Company fail to agree comply with a revised agreement. A separate submission will be tabled to Council at a later stage. The future town development on the area east of the new main road amongst other matters was discussed at the Special Management Committee on **08 March 1991**,

attached as **Annexure "H"**.

5. **CONCLUSION**

Portions K and L can be sold to Salt Company Pty (Ltd) at a price to be determined if Management Committee approves the transaction in principle. Furthermore, it is proposed that the size of Portion 48 of Portion Remainder of Portion of the Swakopmund Town and Townlands No 41 and Portion 20 of the Remainder of Farm No 163 (current lease area) be reduced to the extent of the resource area.

Engineering and Planning Services Department have no objection to the sale, since it is in line with the provisions of the Draft Swakopmund Structure Plan 2020-2040. The existing lease agreement must be amended simultaneously with the approval of the sale.

The application to fence-off the entire site can be permitted, provided that the applicant complies with the Mining Act, does not infringe on the high watermark and complies with the applicable Marine statutes.

Attached as Annexure "I" is a copy of the Deed of Transfer No. 1175/2000 confirming ownership of Salt Company over Portion 21 of Farm no.163, measuring 157,9010 ha and Portion 49 (a portion of Portion B of the farm Swakopmund Town and Townlands No. 41, measuring 990,1674 in extent.

Notarial Deeds of Servitude No. 51/2005 and 52/2005 and diagrams, no A 424/94 (**Annexure "J"**) and A 426/94 "**Annexure K**" are registered over portion 21 of Farm 163 in favour of the owner (Council) in respect of an underground electrical cable.

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

RECOMMENDED:

(a) That the application of Messrs Salt Company Pty (Ltd) to purchase portions "K" and "L" be approved in principle, subject to the following conditions:

- (i) That ownership of the affected sites be verified first before effecting the sale and following planning and cadastral procedures.*
- (ii) That the relevant diagrams indicating the intended changes be submitted to confirm the size of the portions by which the lease area will be reduced.*
- (iii) That Portions labelled K and L be rezoned from "undetermined" to "special" and subsequently be consolidated with the Salt Company's Property and all costs be for the applicant's account.*
- (iv) That a survey diagram depicting the resource area, i.e. the limestone mining area be submitted to Council for consideration and approval.*
- (v) That the current mining lease area be reduced and confined to the resource area as per the Swakopmund Structure Plan 2020 - 2040.*
- (vi) That the lease agreement be amended simultaneously.*

- (vii) That Council's valuator and 2 additional valuers be requested to evaluate portions "K" and "L" to determine the purchase price.*
 - (viii) That Salt Company (Pty) appoints a Town Planner at their cost to attend to the statutory processes.*
 - (ix) That Salt Company (Pty) appoints a Consultant to attend to the Environmental Impact Assessment in terms of the Environmental Management Act, Act 7 of 2007 as amended.*
 - (x) That all costs relating to the transaction and statutory processes be for the account of the purchaser, such as (but not limited to) the advertising of the sale, consolidation, EIA, the appointment of the land surveyor and the payment of the transfer costs.*
- (b) 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.**
- (c) That permission be granted to fence-off the entire site belonging to Salt Company (Pty) Ltd, provided that it is in line with the Mining Act, does not exceed the high water mark and complies with the relevant Marine related legislation.**
- (d) That the fencing should be in a manner that does not interfere or block-off the access to the beach for the general public.**
- (e) That the Salt Company be instructed to remove the fence erected on Council's land from the corner of Portion 96 (Namibia Oysters (Pty) Ltd) to the boundary of the Salt Works.**
- (f) That Messrs Salt Company Pty (Ltd) 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.**
- (g) That the terms and conditions of the lease in respect of the area east of the Henties Bay Road be revised at a later stage in terms clause 4 of the existing lease agreement.**
-

ANNEXURE "A"

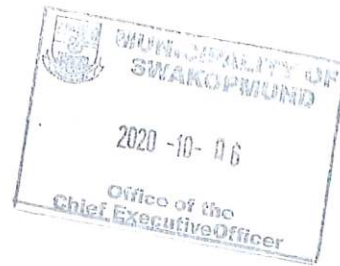
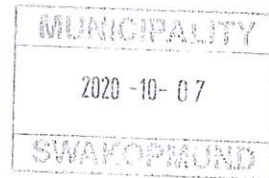
16/11/21

for

6

SALT COMPANY (PTY) LTD05th October 2020

Mr A Benjamin
 CHIEF EXECUTIVE OFFICER
 Municipality of Swakopmund
 Corner of Rakutoka & Daniel Kamho Street,
 PO Box 53
 Swakopmund
 Namibia
 Tel: +264 64 410 4111

**PROPOSAL**

Sir

With reference to the meeting held between Salt Company and Swakopmund Municipality on 03rd September 2020, Salt Company want to make the following proposals to your office for consideration.

Bearing in mind all previous discussions regarding the fencing of the mining property and controlling access to the mining area we want to suggest the following:

Salt Company (Pty) Ltd
 PO Box 42, Swakopmund, NAMIBIA
 31 Mandume Ya Ndemufayo Street
 Tel: +264 64 402611 Fax: +264 64 405414
 e-mail: saltco@afol.com.na

DIRECTORS: J. KLEIN (SNR), D. KLEIN, J. KLEIN, D.W. KLEIN

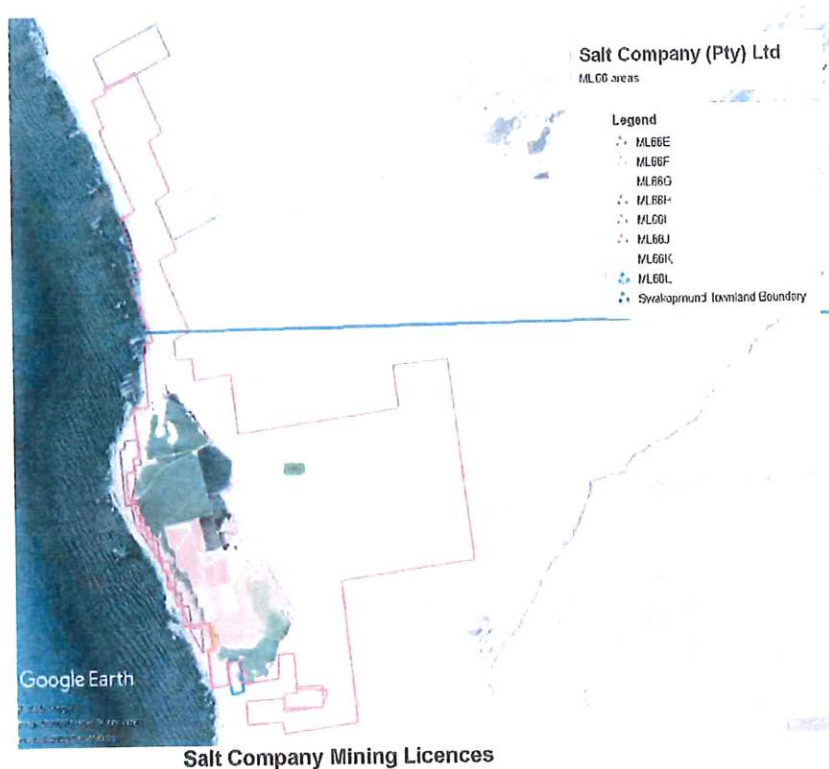


SALT COMPANY (PTY) LTD

Background

Salt Company was established in 1936 and operates a solar salt production operation ever since. The mining license was renewed and granted on 01 April 2019.

The mining license ML66J covers an area of 2072,85 hectares and most of the area are located within the Swakopmund Townlands.



Salt Company Mining Licences

The area on the east side of the C34 road is currently leased by Salt Company and most of the area on the west side of the C34 is the property of Salt Company.

Salt Company (Pty) Ltd
 PO Box 42, Swakopmund, NAMIBIA
 31 Mandume Ya Ndemufayo Street
 Tel: +264 64 402611 Fax: +264 64 405414
 e-mail: saltco@afol.com.na

DIRECTORS: J. KLEIN (SNR), D. KLEIN, J. KLEIN, D.W. KLEIN



SALT COMPANY (PTY) LTD

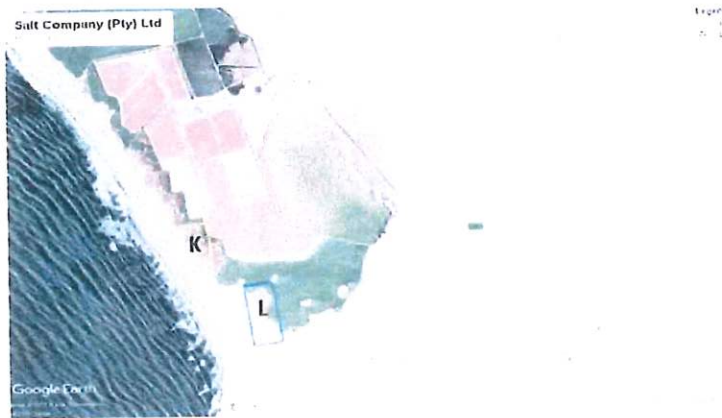
The following are Salt Company Title Deed Area



Salt Company Title Deed Area – Southern End

Requesting to buy areas

Salt Company request to buy the areas where mining licenses ML66 K & L currently are.



Mining License ML 66 K & L

Latitude	Longitude	ID	Latitude	Longitude	ID
22° 36' 29.5" S	014° 31' 07.30" E	ML66K	22° 36' 46.36" S	014° 31' 21.01" E	ML66L
22° 36' 29.02" S	014° 31' 13.61" E	ML66K	22° 36' 46.09" S	014° 31' 27.68" E	ML66L
22° 36' 41.23" S	014° 31' 14.18" E	ML66K	22° 37' 1.23" S	014° 31' 29.43" E	ML66L
22° 36' 41.48" S	014° 31' 07.86" E	ML66K	22° 37' 1.90" S	014° 31' 22.81" E	ML66L

Salt Company (Pty) Ltd
 PO Box 42, Swakopmund, NAMIBIA
 31 Mandume Ya Ndemufayo Street
 Tel: +264 64 402611 Fax: +264 64 405414
 e-mail: sallco@afol.com.na



DIRECTORS: J. KLEIN (SNR), D. KLEIN, J. KLEIN, D.W. KLEIN

SALT COMPANY (PTY) LTD

Fencing Proposal

Due to numerous break-in's and damages suffered because of easy access, Salt Company intent to fence off its mining area. This is not only to prevent break-in's, but it is also in the public's interest with regard to safety.

Salt Company propose the fencing as follows:

The purple line represents a fence to be erected according to the mining license borders.

The orange line represents the proposed alternate fencing. The company proposes to make beach side available to accommodate the public as can be seen by point A, B & C by amending the property line with consent of the municipality.



Proposed area fencing

NOTE: ALL MEASUREMENTS ARE FOR INDICATION ONLY

Salt Company (Pty) Ltd
 PO Box 42, Swakopmund, NAMIBIA
 31 Mandume Ya Ndemufayo Street
 Tel: +264 64 402611 Fax: +264 64 405414
 e-mail: saltco@afol.com.na

DIRECTORS: J. KLEIN (SNR), D. KLEIN, J. KLEIN, D.W. KLEIN



SALT COMPANY (PTY) LTD

Salt Company ask that you review this proposal and please give us feedback. Should anything be unclear, please do not hesitate to contact us or schedule a meeting so that we can clarify any uncertainties.

We thank you kindly

Regards

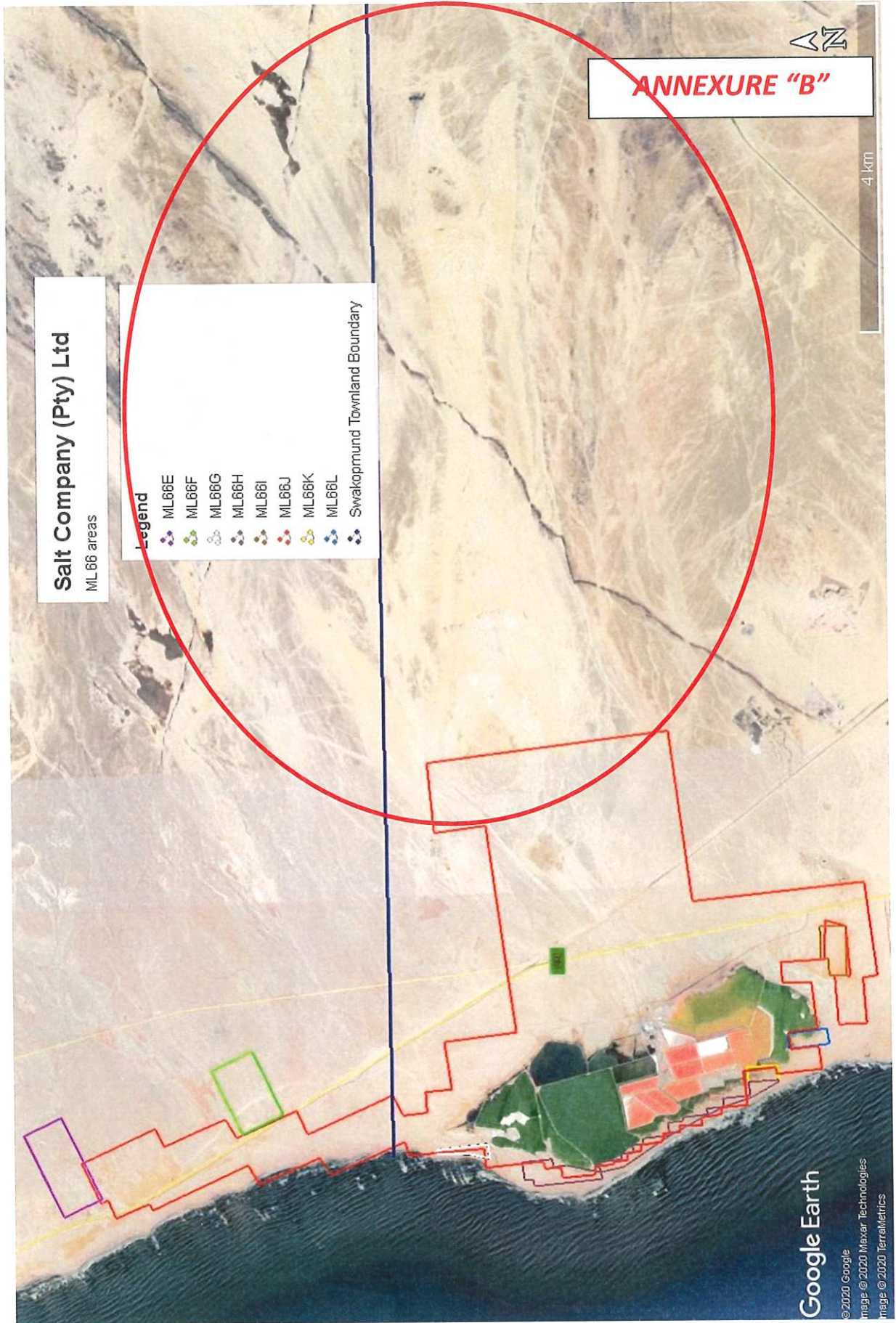


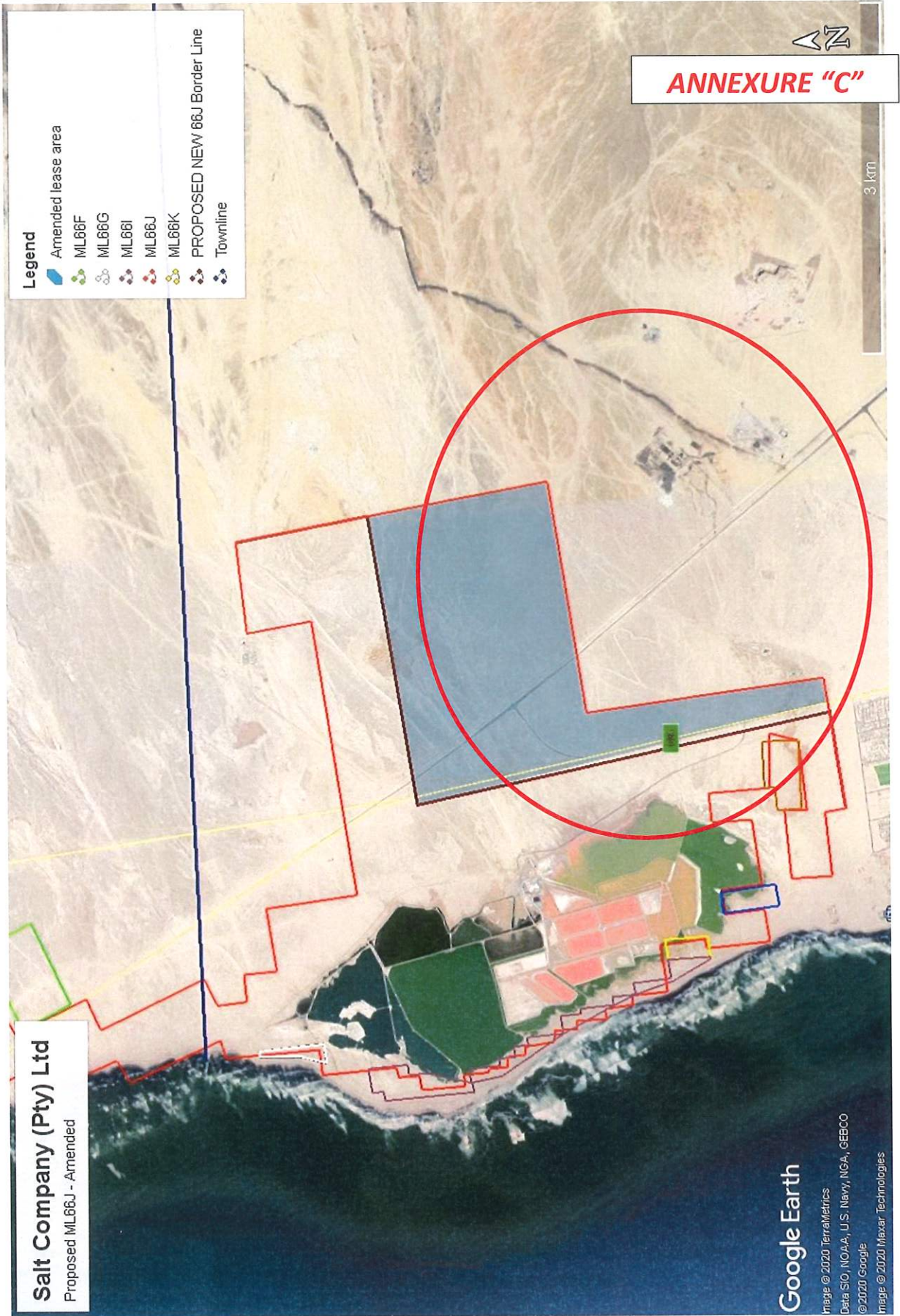
J KLEIN
MANAGING DIRECTOR – SALT COMPANY

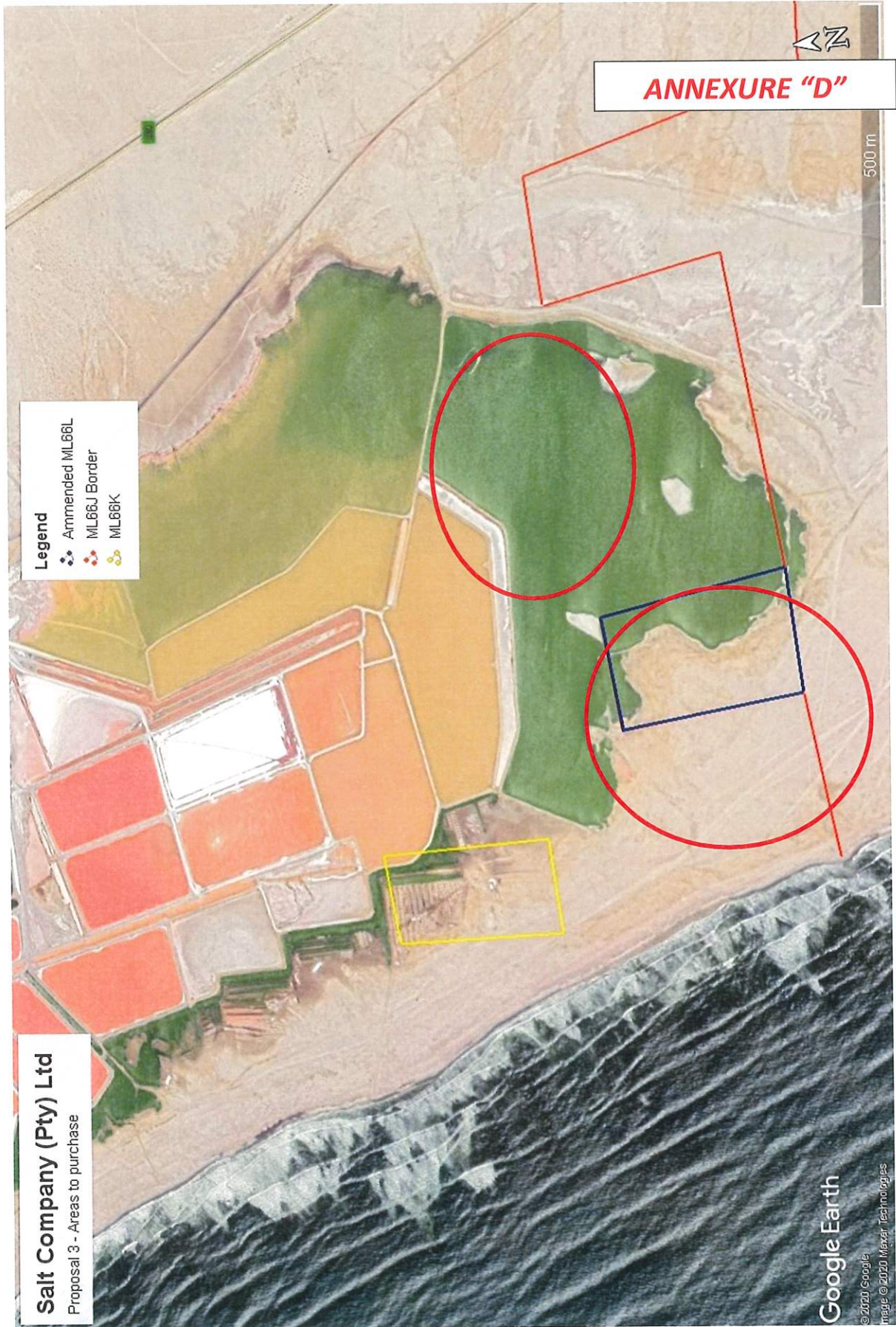
Salt Company (Pty) Ltd
PO Box 42, Swakopmund, NAMIBIA
31 Mandume Ya Ndemufayo Street
Tel: +264 64 402611 Fax: +264 64 405414
e-mail: saltco@afot.com.na

DIRECTORS: J. KLEIN (SNR), D. KLEIN, J. KLEIN, D.W. KLEIN











ML-66K (66K)

Mining Licence (Mining)

Coordinates

Official Area: 6.7109 Ha

Coordinate system: GCS Bessel 1841

Part 1	Latitude	Longitude
1	22° 36' 28.02" S	014° 31' 07.30" E
2	22° 36' 27.49" S	014° 31' 13.61" E
3	22° 36' 39.70" S	014° 31' 14.18" E
4	22° 36' 39.95" S	014° 31' 07.86" E

ML-66L (66L)

Mining Licence (Mining)

Coordinates

Official Area: 9.0214 Ha

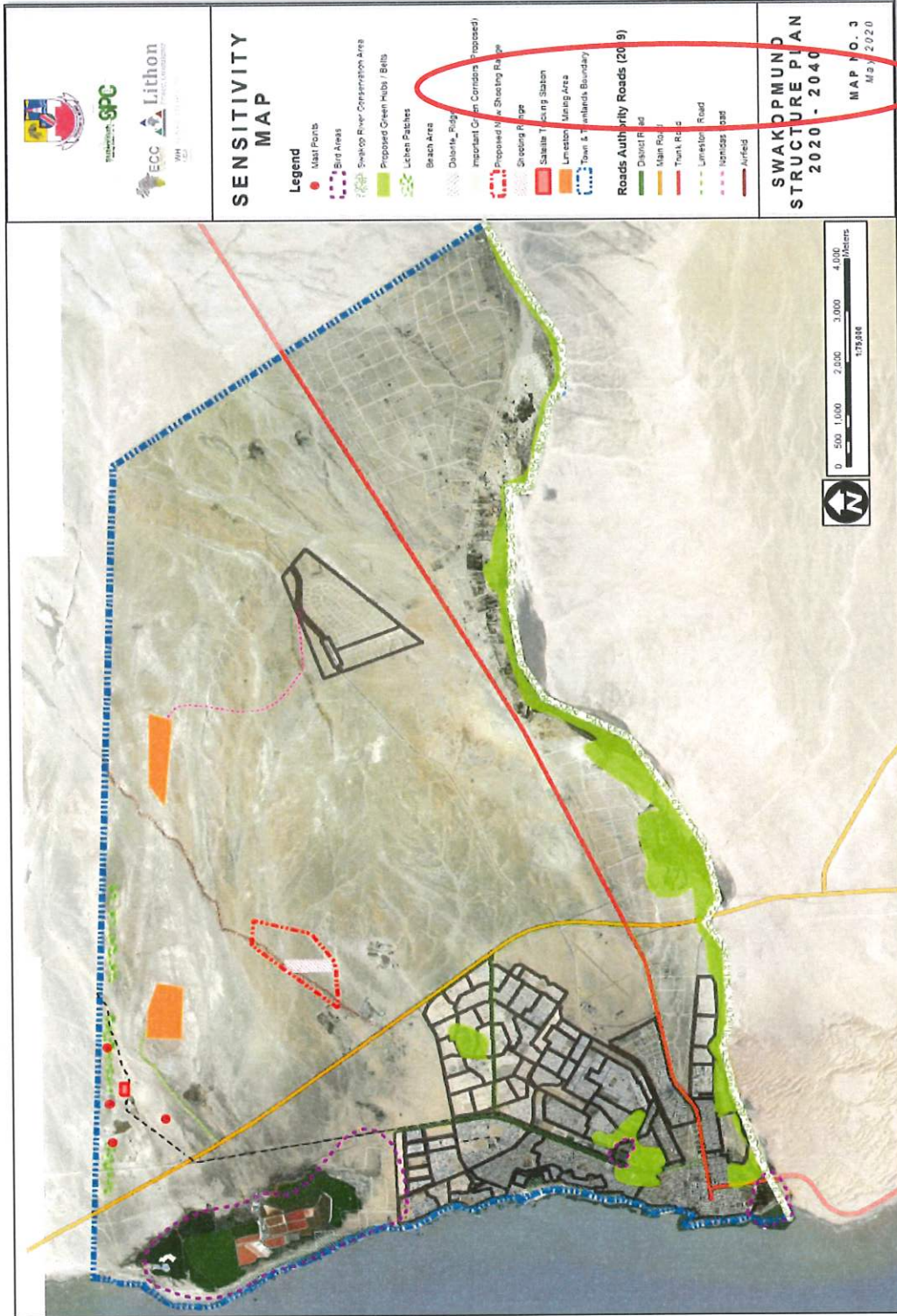
Coordinate system: GCS Bessel 1841

Part 1	Latitude	Longitude
1	22° 36' 44.83" S	014° 31' 21.0
2	22° 36' 44.56" S	014° 31' 27.6
3	22° 36' 59.70" S	014° 31' 29.4
4	22° 37' 00.37" S	014° 31' 22.8

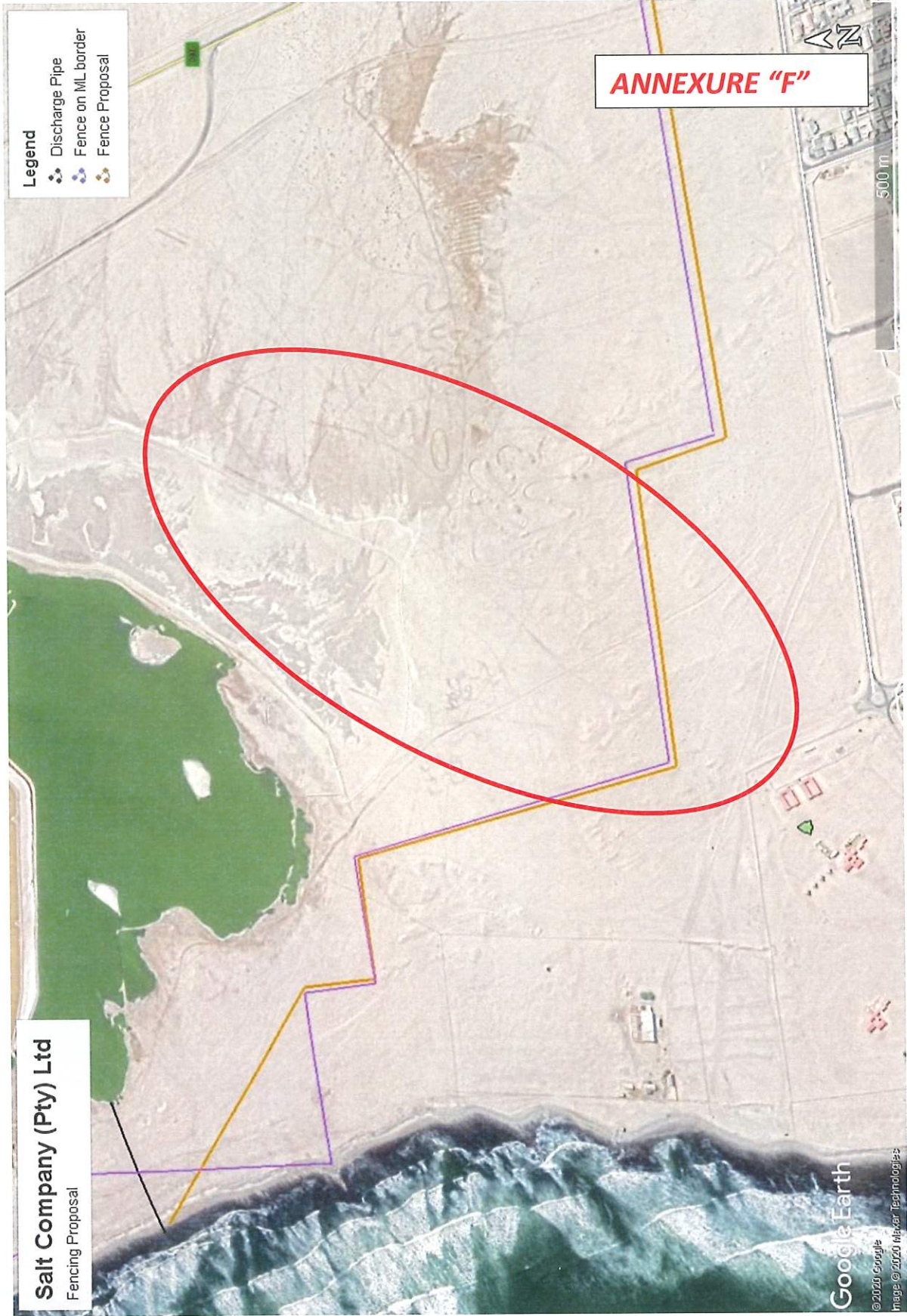
ANNEXURE "D"

ANNEXURE "E"

Map 3: Environmental Sensitivity map of the Swakopmund Townlands



SPC



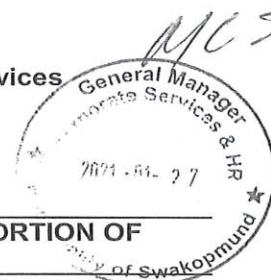
ANNEXURE "G"



MEMORANDUM

ENGINEERING DEPARTMENT

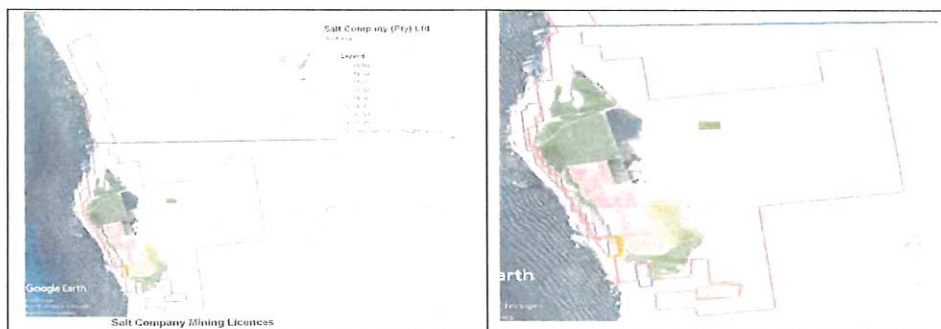
To : Corporate Services & Human Capital
 From : General Manager: Engineering and Planning Services
 Date : 27 January 2021
 Reference : 16/1/3/4



SALES AND LEASE OF A PORTION OF THE REMAINDER OF PORTION OF SWAKOPMUND TOWN AND TOWNLANDS NUMBER 41

The Salt Company (PTY) Ltd proposal letter dated 6th October 2020, has reference.

The salt company has a salt mining license (ML66J) which partially covers the Remainder of Portion B of the Swakopmund Town and Townlands Number 4, as depicted below. This license was granted by the Ministry of Mines and Energy in 2019.

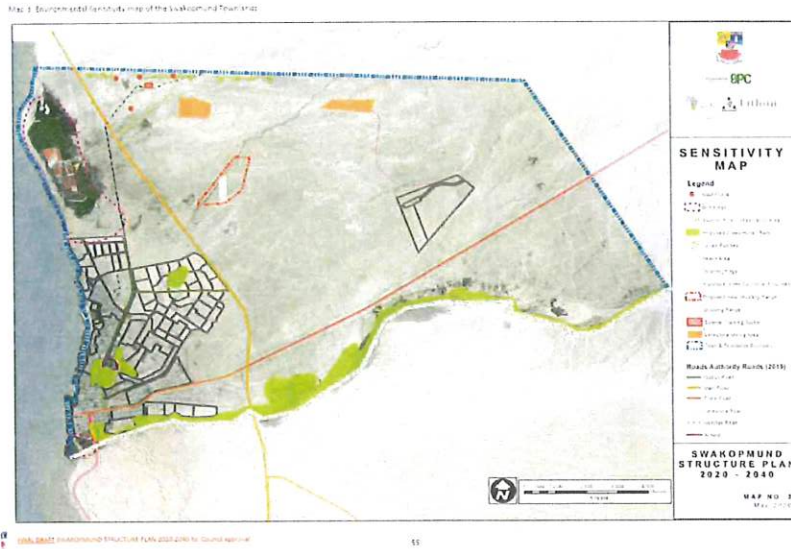


The request by the Salt Company is to purchase Portions K and L as depicted on the picture below in exchange with the reduction lease area size. Area highlighted in blue is the reduction area and remaining area form both the remainder of lease area and Salt Company owned property.

According to the Council records, portion labelled K and L are Portions 5 and 130 of the Remainder of Portion of the Swakopmund Town and Townlands Number 41, respectively. While the lease area on the eastern side of Daniel Kamho Road is constituted by Portion 48 of Portion Remainder of Portion of the Swakopmund Town and Townlands Number 41 and Portion 20 of the Remainder of Farm Number 163.

The sale of Portions labelled K & L and leased area are not interdependent to each other and cannot be used as bargains. All concerned sites are Council owned and holding a mining license does not supersede it ownership as well as the other applicable pieces of legislation, namely; the Urban and Regional planning, Local Authorities Act, the Swakopmund Town Planning Scheme and the recently Council

ba



It would be appropriate and in line with the provisions of the recently Council approved Swakopmund Structure Plan 2020 – 2040 for the lease area to be reduced and be confined to the resource area as defined in the structure plan.

Fencing of the Salt Company's Property is allowed provided that it should not in any manner interfere or block off the beach access for the general public.

↳ Also deal with the Minerals Act that requires mineral fencing

The Salt Company should be requested to proof ownership of sites it owns for proper assessment and determination of appropriate planning procedures that may be required.

Therefore,

It is recommended:

1. That the Engineering and Town Planning Services has no objection to the sale of Portions labelled K and L as per applicant letter dated 6th October 2020;
2. That ownership of affected sites be verified first before effecting the sale and following planning and cadastral procedures:
 - a. That Portions labelled k and L be rezoning from "undetermined" to "special" and subsequently be consolidated with the Salt Company's Property and all costs be for the applicant's account;
 - b. That the current mining lease area be reduced and confined to the resource area as per the Draft Swakopmund Structure Plan 2020 - 2040;
3. That the fencing should not in a manner interfere or block off with the beach access for the general public.

VB

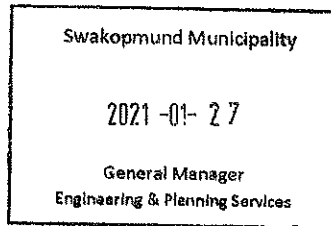
4. That the Salt Company is informed to conduct consultations meetings with the Ministry of Fisheries and Marine Resources and the Ministry of Environment, Forestry and Tourism.

Regards


C McClune

GENERAL MANAGER: ENGINEERING & PLANNING SERVICES

JH



ANNEXURE "H"

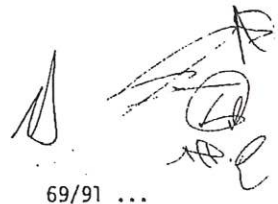
- 68/91 -

1. PROPOSED SALE OF MINING AREA "PANTHER 36" AND ADJOINING AREA
(S/C/M 1991/03/08 - G 2/2)

The Chairman reported that Alderman Meyer, Chairman of Management Committee and himself had discussions on the matter with Messrs Salt Co (Pty) Ltd on 7 March 1991.

As Council may be in need of the area east of the new main road for future town development, Messrs Salt Co (Pty) declared itself willing to buy the area west of the main road, +/- 1053,8763 ha and to lease the area of approximately 723,8538 ha on the eastern side of the main road from the Council on conditions as set out in the existing agreement of lease. (A plan indicating the areas in question is on file).

It is therefore -



Handwritten signature and initials, possibly 'A. Meyer' and 'A. C.', with a date '69/91 ...' below.

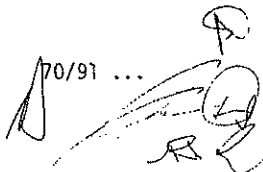
69/91 ...

- 69/91 -

RESOLVED

- (a) That, subject to all legal and other formalities, especially those concerning alienation of land by public negotiation in terms of section 174(1)(c) of the Municipal Ordinance 13/1963 and subdivision of land contained in Ordinance 11 of 1963 being dealt with successfully, the following land, situate on Swakopmund Town and Townlands No 41 be sold to Messrs Salt Company (Pty) Ltd for an amount of R100 000,00 :
- (i) In Red : Mining Area Panther VI No 130, measuring 39,8295 ✓
ha;
 - (ii) In Yellow : Mining Area Panther V No 129, measuring 6,6186 ✓
ha;
 - (iii) In Blue : Mining Area Helo II, measuring +- 14,40 ha; ✓
 - (iv) In Pink Hatching : Mining Area Helo I, measuring 16,31 ha; ✓
 - (v) In Pink : Panther II, measuring +- 16,63 ha; ✓
 - (vi) In Yellow Hatching : Panther 36, measuring +- 1053,8763 ha ✓
- (b) that the purchaser shall be liable for payment of the following expenses:
- (i) Advertising in terms of section 174(1)(c) of the Municipal Ordinance 13/1963;

70/91 ...



- 70/91 -

- (ii) land subdivision, including survey, cancellation/reimposition of conditions, survey and registration of servitudes and all other costs of executing all and any other disciplines required to finalize the transaction; and
 - (iii) transfer costs;
- (c) the land concerned shall only be used for purposes of mining and/or aqua farming and/or guano processing, including usages that are usually ancillary to or reasonably necessary in connection with the main uses specified;
- (d) ownership of services (water and electricity supply lines) on the land concerned shall remain vested in the present owners and all standing agreements, etc in this regard shall remain in force in accordance with the conditions contained in such agreements.
- (e) That the area east of the main road, +/- 723,8538 ha (brown hatching on the map on file) be leased to Messrs Salt Co (Pty) Ltd on the same conditions as set out in the existing agreement of lease, a copy of which is attached hereto. ③
-

71/91 ... 

DEED OF TRANSFER

NO. 1175 2000

between

MUNICIPAL COUNCIL OF SWAKOPMUND

and

SALT COMPANY (PROPRIETARY) LIMITED

PORTION 21 OF THE FARM NO. 163

PORTION 49 (A PORTION OF PORTION B) SWAKOPMUND TOWN
AND TOWNLANDS NO. 41

LORENTZ & BONE
ATTORNEYS, NOTARIES AND CONVEYANCERS
P.O. Box 85
WINDHOEK



Parcel
 K 51 / 2005 / 2005
 B. Director of Land Affairs
 Electric Cable, as indicated by the lines on S-12-B
 represents the Council of Swakopmund
 for the land registered under the name of the
 Council for the year 1999. A 424/1999
 Principal Council of Swakopmund

Prepared by me:

 CONVEYANCER
 COLEMAN, M

LORENTZ & BONE
 Attorneys, Notaries & Conveyancers
 12TH Floor Frans Indongo Gardens
 P O Box 85, WINDHOEK

1175 - 2000

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN:

THAT CAREL JACOBUS WICHARD VAN DER MERWE
 MARINDA GOLEMAN

appeared before me the Registrar of Deeds, at Windhoek, she the said Appearer,
 being duly authorised thereto by a Power of Attorney granted to her by the

MUNICIPAL COUNCIL OF SWAKOPMUND

(hereinafter styled the TRANSFEROR)

dated the 21st day of July 1999 and signed at Swakopmund.

le

- 5 -

Parade

K 52 / 2005 18/08/2005
 a certificate of land acquisition
 cables as indicated by the line 51-52-
 54, 55-56 representing the Centre line of a
 boundary for the land acquisition also on the
 5 metres wide on Diagram No. A 426/94.
 Municipal Council of Madhav...
 DEPUTY...

AND THAT APPEARER DECLARED THAT its said principal had on the 12th March 1993 sold, and that she, in her capacity as Attorney aforesaid, did by these presents, cede and transfer, in full and free property to and on behalf of

**SALT COMPANY (PROPRIETARY) LIMITED
COMPANY NUMBER : 172**

(hereinafter styled the **TRANSFEEE**)

It's Successors-in-Title or Assigns,

1. **CERTAIN** Portion 21 of the Farm No. 163

- SITUATE** In the Municipality of Swakopmund
Registration Division "G"

- EXTENT** 157,9010 (One Five Seven Comma Nine Nil One Nil)
Hectares

FIRST REGISTERED and still held by Certificate of Registered Title No. T. 1172 /2000 with Diagram No. A. 424/94, relating thereto, and

SUBJECT to the following condition imposed in terms of Section 21 of the Townships and Division of Land Ordinance, No. 11 of 1963, as created in the said Certificate of Registered Title No. T. 1172 /2000, namely :

IN FAVOUR OF THE LOCAL AUTHORITY :

The land shall only be used for the purposes of mining and/or aqua farming and/or guano production and processing, including usages that are usually ancillary to or reasonably necessary in connection with the main uses specified.

2. **CERTAIN** Portion 49 (a portion of Portion B) ^{OF THE FARM} Swakopmund
Town and Townlands No. 41
- SITUATE** In the Municipality of SWAKOPMUND
Registration Division "G"
- EXTENT** 990,1674 (Nine Nine Nil Comma One Six Seven Four)
Hectares

FIRST REGISTERED and still held by Certificate of Registered Title No. T. 1173 /2000, with Diagram No. A. 426/94, relating thereto, and

SUBJECT to the following condition imposed in terms of Section 21 of the Townships and Division of Land Ordinance, No. 11 of 1963, as created in the said Certificate of Registered Title No. T. 1173 /2000, namely :

IN FAVOUR OF THE LOCAL AUTHORITY

The land shall only be used for the purposes of mining and /or aqua farming and/or guano production and processing, including usages that are usually ancillary to or reasonably necessary in connection with the main uses specified.

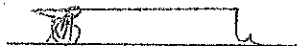
WHEREFORE the Appearer, renouncing all the Right and Title the TRANSFEROR heretofore had to the premises, did, in consequence, also acknowledge the TRANSFEROR It to be entirely dispossessed of and disentitled to, the same, and that, by virtue of these Presents, the said TRANSFEREE, It's Successors-in-Title, or Assigns, now is and henceforth shall be entitled thereto, conformably to local custom, the State, however, reserving its Rights; and finally acknowledging the purchase price amounting to the sum of N\$100 000,00

SIGNED AT WINDHOEK on 30 AUG 2020

together with the Appearer, and confirmed with my Seal of Office


SIGNATURE OF APPEARER

In my presence


REGISTRAR OF DEEDS

DEPUTY

51 200/5
NOTARIAL DEED OF SERVITUDE

PORTION 21 OF FARM 163

LORENTZ & BONE
ATTORNEYS, NOTARIES AND CONVEYANCERS
P.O. Box 85
WINDHOEK

APPROVED

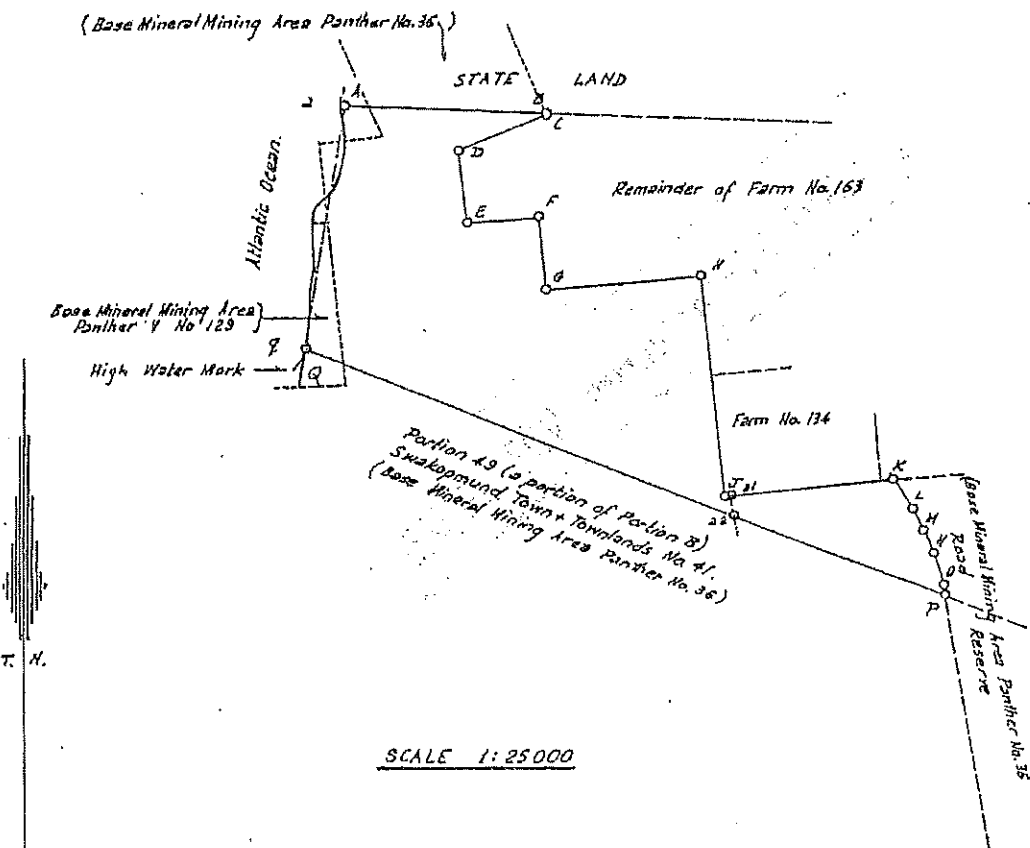
SHEET NO 2

Nr. A 424/94

D. J. ...
SURVEYOR-GENERAL

03 NOV 1994

THIS DIAGRAM COMPRISES 2 SHEETS



SCALE 1:25000

Surveyed in June + July 1994

by me

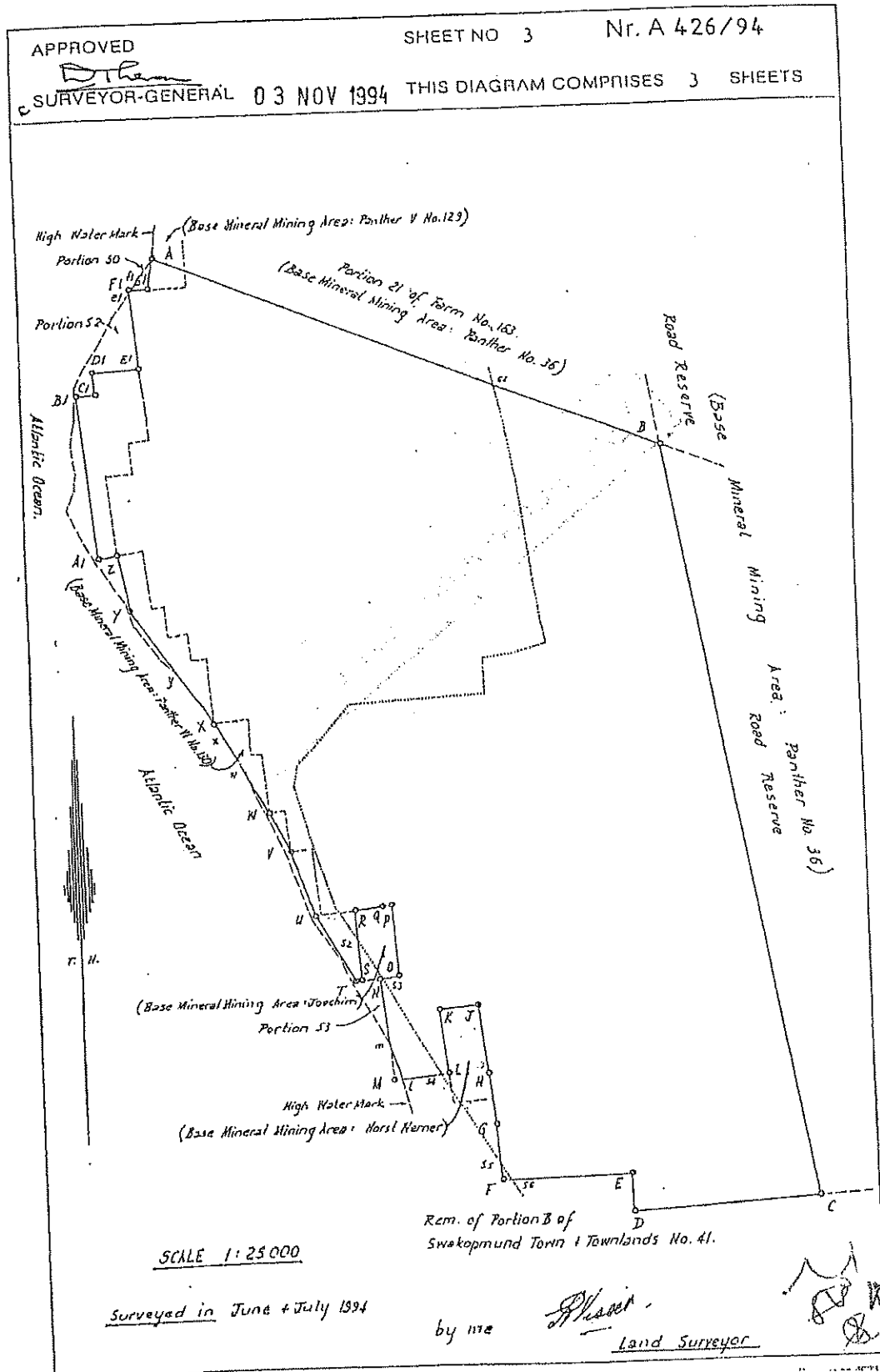
P. J. ...

Land Surveyor.

52 2005
NOTARIAL DEED OF SERVITUDE

PORTION 49 (A PORTION OF PORTION B)
OF SWAKOPMUND TOWN AND
TOWNLANDS NO. 41

LORENTZ & BONE
ATTORNEYS, NOTARIES AND CONVEYANCERS
P.O. Box 85
WINDHOEK



11.1.17 **RESUBMITTED: FEEDBACK: ACTION PLAN APPROVED FOR THE ALLOCATION OF LAND TO DEVELOPERS**
(C/M 2021/08/30 - 14/2/1/2, 16/1/4/2/1/14)

Special Management Meeting of 19 August 2021, Addendum **5.5** page **20** refers.

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

1. Introduction

This item was submitted to the Special Management Committee Meeting of **20 July 2021** for consideration, whereafter the following decision was passed under item 5.6:

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

Therefore, the item is resubmitted whereof the purpose of the submission is to inform Council of the progress with regard to the allocation of various townships to private developers following lapsing of the first agreed performance due date, being Monday, **21 June 2021**.

The latest update was submitted to Council on **21 April 2021** under item 5.2.

2. Current Situation

To avoid repetition, the submission tabled to Management Committee on **21 April 2021** is summarized as follows:

2.1 First Compliance Date - 21 June 2021

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

These developers were informed on **18 January 2021** to comply with the conditions within 180 days from the date of signing the development agreements. All 4 agreements were signed on **21 December 2020**, therefore the due date for compliance with the conditions set out in clause 3 of the agreement was Monday, **21 June 2021**.

The conditions contained in clause 3 are attached as **Annexure "A"**.

A reminder for the due date of performance was issued dated **09 April 2021**. At the due date the following was provided

1	Tapeya Investment Holding (Pty) Ltd	Substantial effort and progress were made to partially comply with the requirements.
2	Ghetto Assistance Centre (Pty) Ltd	A letter dated 18 May 2021 was received requesting an extension of time to comply with the requirements (Annexure "B"). In addition, an email dated 22 June 2021 was received. No report regarding efforts made to comply was provided. The applicant though a town planner also applied to amend the lay-out of Extension 4.
3	Gheron Building Construction (Pty) Ltd	A letter dated 29 June 2021 was received requesting an extension of time to comply with the requirements (Annexure "C"). No report regarding efforts made to comply was provided.
4	Quintessential Trading and Consultancy (Pty) Ltd	Substantial effort and progress were made to partially comply with the requirements. In addition to a detailed submission regarding their progress, the attached email dated 07 July 2021 (Annexure "D") was also received. Confirmation was also received from Nexus Group Holdings (Pty) Ltd confirming partial financing of the project subject to conditions.

Clause 3.2 of the agreement, states the following:

- 3.2 *The Parties undertake to use their respective best commercial endeavours to procure the timeous fulfilment of the Conditions Precedent, as soon as possible after the Signature Date.*

Based on the letters received from Ghetto Assistance Centre (Pty) Ltd and Gheron Building Construction (Pty) Ltd, their "best commercial endeavours" are not substantiated.

A memo dated **21 June 2021** was forwarded to the Engineering & Planning Services to analyse and confirm compliance with clause 3.

2.2 Contractual Clause for Dealing with Non-Performance with Clause 3

Clause 3.3 prescribes the following in the case of non-performance:

- 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 above).*

2.3 Compliance Dates after Compliance with Clauses 3.1 & 3.1 (Annexure "A")

Subject to compliance with the due date of **21 June 2021**, the subsequent due dates are as follows calculated from the fulfilment date in terms of clause 2.8.2.8 (this date was Monday, **21 June 2021**):

- 2.8.2.8 *"Fulfilment Date" - means the date on which all of the conditions precedent listed in clause 3 have been fulfilled timeously;*

2.3.1 Clause 4.2 must be complied with by Wednesday, **21 July 2021**:

- 4.2 *The Developer shall be entitled and obliged to take possession of the Property within 30 (thirty) days of the Fulfilment Date. In the event of the Developer having taken possession of the Property prior to the Fulfilment Date, it shall have done so at its own risk.*

2.3.2 Clause 5.8.4 which must be complied with by Friday, **20 August 2021**:

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

2.4 Developments Pending

Township	Entity	Comments
Ext 5, Mat	Reviving Property Solutions (Pty) Ltd	Format agreement was received from Kinghorn Associates on 27 July 2021 to arrange for signing.
Ext 13, Mat	Matsi Investment CC	Format agreement was received from Kinghorn Associates on 27 July 2021 to arrange for signing.

Township	Entity	Comments
Ext 24, Swk	Lelwapa Properties (Pty) Ltd	Format agreement was received from Kinghorn Associates on 27 July 2021 to arrange for signing.
Ext 25, Swk	Momporisa Trading Enterprises CC	A meeting was held on 27 July 2021 to discuss the redistribution of erven between the two entities based on Cnl decision of 25 February 2021.
	Lherix Investment CC	

3. Current Situation

3.1 From the above it is clear that the following two developers exercised "best commercial endeavours" to comply with requirements (**Annexure "A"**) at the due date of **21 June 2021**:

- Tapeya Investment Holding (Pty) Ltd
- Quintessential Trading and Consultancy (Pty) Ltd

Quintessential Trading and Consultancy (Pty) Ltd requests an extension of time under December 2021 to fully comply with clause 3 (**Annexure "D"**).

3.2 The following two developers submitted letters stating progress made, but their efforts are not substantiated by attached documents:

- Ghetto Assistance Centre (Pty) Ltd (**Annexure "B"**) submitted a short progress report dated **18 May 2021**, followed by an email dated **22 June 2021**.
- Gheron Building Construction (Pty) Ltd (**Annexure "C"**) requests an extension of time (not state for who long), per letter dated **29 June 2021**.

Non-compliance with the initial due date of **21 June 2021** results in an accumulation of delayed housing delivery and compliance with subsequent due dates.

The servicing of the following number of erven should be embarked on on **21 July 2021** by the four developers (of which a share of serviced erven will be returned to Council):

	Developer	Township	Total Number of Erven
1	Tapeya Investment Holding (Pty) Ltd	Extension 3	290
2	Ghetto Assistance Centre (Pty) Ltd	Extension 4	62
3	Gheron Building Construction (Pty) Ltd	Extension 38	205
4	Quintessential Trading and Consultancy (Pty) Ltd	Matutura Proper	233

4. Proposal

4.1 It is proposed that Tapeya Investment Holding (Pty) Ltd and Quintessential Trading and Consultancy (Pty) Ltd be granted an extension of time of another 180 days (**18 December 2021**) to comply with clause 3, based on the substantial progress and commitment evident from their progress reports.

4.2 That the joint venture agreements of Ghetto Assistance Centre (Pty) Ltd (**Annexure "B"**) and Gheron Building Construction (Pty) Ltd (**Annexure "C"**) the following two developers be cancelled as no substantive compliance has been submitted and no "best commercial endeavours" are evident from their progress reports.

Should Council approve the cancellation above, the commitment made on **27 June 2019** under item 11.1.19, toward Ms Helvi Mupupa must be kept in mind:

- That the Management Committee resolution passed on 23 May 2019 under item 5.7 be repealed.
- That Ms H Mupupa replaces one of the non-performing developers which were allocated land as per the Action Plan approved by Council on 31 May 2019 under item 11.1.25 and on 22 November 2018 under item 11.1.35.
- That it be noted that the application of Ms H Mupupa applied for land during 2014 and regarded as an exception based on the directive received from the Ministry of Urban and Rural Development stating that an alternative portion of land be allocated to her. Therefore, although she does not appear on the list of applicants submitted to Council on 30 November 2017, land be allocated to her.

For ease of reference the complete agreement is attached as **Annexure 'E'**.

The list of applicants who applied to Council for the development of townships is attached as **Annexure "F"**. The list is not complete since many applicants applied via Engineering Department and they were not listed.

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

RESOLVED:(For Condonation)

- (a) That Council takes note of the report on the progress of the developers.
- (b) That the following two developers be granted an extension of time of another 180 days (18 December 2021) to comply with clause 3, based on the substantial progress and commitment evident from their progress reports:
- (i) *Tapeya Investment Holding (Pty) Ltd*
 - (ii) *Quintessential Trading and Consultancy (Pty) Ltd*
- (c) That the joint venture agreements of the following two developers be cancelled as no "*best commercial endeavours*" are evident from their progress reports:
- *Ghetto Assistance Centre (Pty) Ltd (Annexure "B") submitted a short progress report dated 18 May 2021, followed by an email dated 22 June 2021.*
 - *Gheron Building Construction (Pty) Ltd (Annexure "C") requests an extension of time (not state for who long), per letter dated 29 June 2021.*
- (d) That the re-allocation of the cancelled transactions for Extension 4 (Ghetto Assistance Centre (Pty) Ltd) and Extension 38 (Gheron Building Construction (Pty) Ltd) be submitted under cover of a separate submission.
-

ANNEXURE "A"

3.	<p>Suspensive Conditions to be fulfilled by Municipality within 120 days of signature:</p> <p>3.1.1 the successful compliance by the Municipality with the provisions of section 63(2) of the LA Act;</p> <p>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;</p> <p>Suspensive Conditions to be fulfilled by the Developer within 180 days of signature</p> <p>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;</p> <p>3.1.4 the submission by the Developer to the Municipality of satisfactory proof that the Developer has secured adequate funding for the successful completion of the development contemplated in this Agreement. Whether or not such proof is satisfactory, shall lie exclusively in the discretion of the Municipality;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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.</p> <p>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 the Developer, and the submission of proof thereof to the Municipality;</p> <p>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.</p> <p>3.2 The Parties undertake to use their respective best commercial endeavours to procure the timeous fulfilment of the Conditions Precedent, as soon as possible after the Signature Date.</p> <p>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:</p> <p>3.3.1 the provisions of this Agreement (save for the Immediately Effective Provisions) will be of no force or effect;</p> <p>3.3.2 the Property will be restored to the Municipality in the condition in which it was before the Signature Date; and</p> <p>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 above).</p>
----	---

ANNEXURE "B"

16/11/20/1/14 N

Annalize Swart

3
From: Alfeus Benjamin
Sent: Monday, 28 June 2021 11:00
To: Annalize Swart
Subject: Fwd: MATUTUTA/GHETTO ASSISTANCE CENTRE (PTY) LTD
Attachments: image001.png

Kindly acknowledge receipt of correspondence and refer to CPS for response

Sent from my iPhone



Alfeus Benjamin | Chief Executive Officer | Office of the Chief Executive Officer

Begin forwarded message:

From: Dirk Conradie <dconradie@condam.com.na>
Date: 22 June 2021 at 14:39:13 CAT
To: Alfeus Benjamin <abenjamin@swkmun.com.na>
Cc: Conradie <dconradie@condam.com.na>
Subject: MATUTUTA/GHETTO ASSISTANCE CENTRE (PTY) LTD



Dear CEO

I am acting as the legal practitioner for Ghetto Assistance Centre (Pty) Ltd for the Matutura Development.

Due to the Incapacitation of the process due to Covid, it is our instructions to request you for an extension for the submission of further documentation, plans, etc for at least until the 15th July 2021.06.22

Please advise If you need any further submissions.

Regards

Dirk Conradie



P.O. Box 2607
 19 Feid Street, Windhoek
 Namibia
 Fax: +264 61 222396
 dconradie@condam.com.na
 +264 81 129 2696
 Skype: dconradie1

DISCLAIMER

The information in this e-mail is confidential and may be legally privileged. It is intended solely for the addressee. Access to this e-mail by anyone else is unauthorized. If you have received this communication in error, please address with the subject heading "Received in error," send to the original sender, then delete the e-mail and destroy any copies of it. If you are not the intended recipient, any disclosure, copying, distribution or any other action or conduct to be taken in reliance on it, is prohibited and may be unlawful. Any opinions or advice contained in this e-mail are subject to the terms and conditions expressed in the governing Contract & Damages Deed confidentiality. Opinions, conclusions and other information in this e-mail and any attachments that do not relate to the official business of the firm are neither given nor endorsed by X. Conradie & Damman and cannot be guaranteed that e-mail communications



CONRADIE & DAMASEB

Attorneys-At-Law

CONRADIE & DAMASEB

Attorneys-At-Law

Windhoek

WINDHOEK

Private Bag 1234

Windhoek

Phone: +264 61 234 567

Cell: +264 81 234 567

Fax: +264 61 234 567

Website: www.cd.co.na

South Africa

SWAKOPMUND

Private Bag 1234

Swakopmund

Phone: +264 88 234 567

Cell: +264 81 234 567

Fax: +264 88 234 567

Website: www.cd.co.na

South Africa

Our Reference: DHC/BFI/CON1/0005

18 May 2021

Your Reference:

THE CHIEF EXECUTIVE OFFICER
COUNCIL OF THE MUNICIPALITY OF SWAKOPMUND
SWAKOPMUND

abenjamin@swkmun.com.na

Dear Mr Benjamin

**RE: PROGRESS REPORT - MATUTURA EXTENTION 4
SWAKOPMUND**

We act as the Conveyancers/legal representatives of Ghetto Assistance Centre (Pty) Ltd, duly appointed to assist in the development of the Matutura Extension 4 Project.

It is our instructions to address the following Report to you:

1. Client has appointed a Town Planner to finalize the lay-out;
2. Client has appointed the Engineer to finalize the design and Bill of Quantities (Denchi Consulting Engineers);
3. A meeting is scheduled between ourselves, client and the Civil Engineers (K L Construction) to consider their appointment as civil

DIRECTOR

Dirk H. Conradie B.A. LL. B. (L.W.C.)

ASSISTED BY

Montgomery R. Karuabe B.Juris LL. B. (L.W.C.) Ndapewa Shipopyeni-Da Silva B.Juris LL. B. (L.W.C.)

Authorized and regulated by Law Society of Namibia



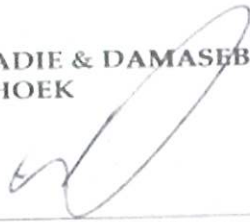
engineers for the contract for the servicing of the land, on the 19th may 2021.

4. A further meeting is scheduled with the Architects on the 19th May 2021 to finalize the building plans.

We shall keep you posted of further development.

Yours faithfully

CONRADIE & DAMASEB
WINDHOEK



PER: D. H. CONRADIE

cc. Ms Bruwer sbruwer@swkmun.com.na

ANNEXURE "C"**GHERON BUILDING CONSTRUCTION (PTY) LTD**

Reg. No: 2020/0880

VAT No: 7294683-0

Date: 29/06/2021

EXTENSION OF TIME FOR EXTENSION 38 MATUTURA DEVELOPMENT

The General Manager
The Municipality Swakopmund
Corporate Services & Human Capital
P.O. Box 53
Swakopmund
Namibia

ATTENTION: MR. M. P. C. SWARTS

Dear Mr. M. P. C. Swarts

RE: REQUEST FOR EXTENSION OF 180 DAYS, FOR EXTENSION 38 MATUTURA DEVELOPMENT

We Gheron Construction (PTY) LTD, hereby like to request you for extension of 180 days, for Extension 38 Matutura Development and respond to your letter dated the 28 June 2021 stated:

CANCELLATION**REASONS FOR THE ABOVEMENTIONED REQUEST ARE:**

- ◆ The current state of COVID-19 impact on the Namibian economy with the engagement with trustworthy investors
- ◆ COVID-19 tremendous impact on Human resources, limited operational time factor
- ◆ Four years engagement, research and preparation work with various stakeholders to come thus far
- ◆ Consultants professional services rendered towards the development of Extension 38 Matutura Development.


We are still in contact with several investors in order for us to find the best to meet our requirements. The interest of one of the investors is to come aboard soon.

We hope that our request will be positively considered and granted, in consideration with the enhancement and development of the Namibian human society at large.

For any queries please do not hesitate to contact us at Cell numbers: 081 169 1896 or 081 450 7236.

Kind regards

Yours in Development


P. THIJS (SHAREHOLDER)
GHERON BUILDING CONSTRUCTION

ANNEXURE "D"

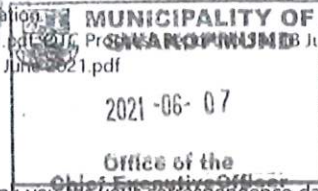
14/2/21

ker

34

Annalize Swart

From: Quintessential Trading & Consultancy <quintessentialtrading@gmail.com>
Sent: Wednesday, 07 July 2021 09:22
To: Andre Plaatjie; Clarence McClune
Cc: Stephny Bruwer; Verena Buchert
Subject: Response to 01 July 2021 SM Communication
Attachments: QTC Progress Report to SM 11 May 2021.pdf; QTC Progress Report to SM 18 June 2021.pdf; QTC Progress Report to SM 23 June 2021.pdf



Dear Mr Plaatjie

Thank you for our telephonic conversation of this morning and I thank you for your correspondence dated 01 July 2021 which we have received which in short requires us to comply to the JV agreement by

- Taking over the site by 21 July 2021 and;
- Commence with development of the site as per the JV Agreement by 20 August 2021

As per our telephonic conversation I have to back it up with written communication and, we have communicated the challenge that we have in meeting these deadlines and we have humbly requested an extension of time of at least five (5) months.

We have given the reasons and request in the attached correspondence to your good office with supporting documentation in those electronic communications in good time before the expiry of the 180 days.

The correspondences are titled;

- QTC Progress Report to SM 11 May 2021.pdf
- QTC Progress Report to SM 18 June 2021.pdf
- QTC Progress Report to SM 23 June 2021.pdf



In short we have submitted all our documentations to the Municipality within the 180 days as per the JV Agreement and here is a snapshot;

- The Final electrical engineering designs and layouts are approved by ErongoRed and submitted to the GM: Engineering office
- Our six (6) house plans were submitted to the GM: Engineering office at approved for Bank Purposes by the Building Control unit
- Our Final Engineering designs and layouts for water, sewer, roads and telecom was submitted in time to the GM: Engineering office.
- All the designs and layouts were approved in principle as we went back and forth and the final review was on the sewer designs and layouts as well as one high density road before the GM: Engineering can issue the blanket approval for all designs.
- Approval is still not granted due to work stoppages and business interruptions posed by Covid-19
- Our Final Bill of Quantity and Design Premise was submitted to the GM: Engineering office in time too.
- We have also submitted proof in time before the 180 days cut-off where we envisage to raise the debt and equity financing for the development.
- Since the land cannot be bonded by the commercial banks the only way to unlock the land is to raise a mix of debt and equity financing and debt financing attracts a high interest rate akin to the cash loans.
- We have explained the process of getting the finance and this is the only delay we are faced with at this point in time in order to take possession and commence with construction.

- We envisage that this process will conclude by end November 2021 and should we get the final approval from the DBN before, then we should be on the ground before November 2021 as our equity financier wants to see final DBN approval and not only the Indicative Term Sheet for financing in order to mitigate the Credit Risk and Risk Appetite.
- At all times we must also be cognisant of the Covid-19 impact on this whole process as it has hampered progress in the past and will continue to do so to both the Municipality, QTC and financier and this will continue to cause delays and business interruptions.

Therefore due to the above and the attached we still require the extension of time in order to finalise the financing as it cannot be done and obtained earlier.

As I mentioned our application at the Development Bank of Namibia is at an advanced stage within the Investments Department and you can engage the DBN to verify such.

I hope and trust that your good office will review this again and put it forward for a favourable response to the Management Council since we have achieved at least **95%** of our milestones as required by the 180 days given in Dec 2021.

In addition, it will be for mutual benefit for all parties, the Swakopmund Municipality, QTC and the prospective buyers of the properties we will be developing as we are on the cusp of commencing the development however, factors beyond and out of reach of our control prohibited us to tick off all the boxes by 21 June 2021 and the fulfilment of date of 20 August 2021.

Our current progress and commitments in place far outweighs the 5% that we didn't get to perform on as required and I plead with your good office for compassion and understanding in this regard.

Looking forward to your favourable response.

Thanking you

Mr Theo Uvanga

Managing Member

Messrs Quintessential Trading and Consultancy Pty Ltd

Quintessential Trading and Consultancy CC

PO Box 2112, Swakopmund

Mobile: +264814815077

Mobile: +264811405898



Messrs Quintessential Trading & Consultancy Pty Ltd
Reg # 2020/0795

Mr. A Benjamin
Chief Executive Officer
Municipality of Swakopmund
PO Box 53, Swakopmund

CC: Mr. M P C Swarts – General Manager: Corporate Services & Human Capital
Mr. H !Naruseb – GM Finance
Mr. C McClune – GM: Engineering & Planning Services

Execution of the Joint Venture Agreement

Dear Mr. Benjamin

Below is a breakdown and feedback of where we are in terms of progress to fulfil and commence with the execution of the Joint Venture Agreement provided on 22 December 2020.

We have also elaborated on challenges that we are facing and that will have a direct negative effect on the progress and this is outlined in the submission below.

Thank you



.....
Mr. Theofelius UVANGA

(Name of Board Chair)

Member, MD, Chair, Board of Directors

Tuesday, 11 May 2021

Suspensive clauses progress

Legend: **Red - Not commenced;** **Amber- Some commitments in place, in progress;**
Green-Done and in place, completed

Clause	Relevance	Progress
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.	<p>The final Bill of Quantities for the land servicing component was submitted to the GM: Engineering & Planning Services on the 22 April 2021.</p> <p>Attached to this email is a copy and total cost is N\$46,258,258.79.</p> <p>Costs are high due the land having a depression, high rehabilitation cost as it was a historic building rubble dumpsite for over forty (40) years and stringent ErongoRed and Municipality Engineering requirements pushing up costs to meet compliance.</p>
3.1.4.	The submission by the Developer to the Municipality of satisfactory proof that the Developer has secured adequate funding for the successful completion of the development contemplated in this Agreement.	<p>To try and meet this requirement QTC has been in talks with International Housing Solutions (IHS) since 2019 and when we received the Joint Venture Agreement in Dec 2020 and once we finalised the final Bill of Quantities in April 2021 we, submitted these documents. IHS is an Equity Investment Fund asking for 30% interest and their Namibian Office has vetted our project details and will present the proposal to their Investment Committee in Johannesburg, South Africa on 14/15 May 2021 for approval for financing of N\$25 million. See the attached IHS Correspondence.doc in this regard.</p> <p>Once we receive the Indicative Term Sheet from IHS we will submit this to Standard Bank for consideration for funding of the shortfall of N\$21 million debt financing for the land servicing component. We will also communicate such to the Municipality once received before the lapse of the Fulfilment Date.</p> <p>.....</p> <p>NB! The timeframes given of 180 days are inadequate and unrealistic to raise capital for a</p>

development of this magnitude and to commence in time. To obtain financing in this short period of time means going to Fund Managers or Private Equity Investor companies that charges more than 30% interest rates meaning that these costs will have to be passed on to the buyers in order to make an economic profit for the developer.

This information was communicated during the discussions of the Development Agreement during 2020 with Corporate Services but was ignored when the final Joint Venture Agreement was given putting a lot of strain on us.

It is to be noted and appreciated that contracts were received on 22 Dec 2021 and all institutions went on holiday until after the second week of January 2021. Thus meaningful work and input could only start as at the end of January 2021.

To raise any amount above N\$15 million from a commercial bank or a development bank at the prevailing prime rate is a lengthy process and the application has to go through Investments, Credit Risk, Compliance Risk departments and then Investment Committees before it is presented to the Institutions Board of Directors (who sit once in 3 months) to make a final decision and this is a process that takes up to nine (9) months on its own for a due diligence to be completed and a Bank to issue an Indicative Term Sheet with conditions to be met before disbursements can commence.

Before this process commences one has to submit the final Bill of Quantities, Approved Engineering Designs and Approved building plans of that development. In addition, you have to present signed Deed of Sales of the buyers before a bank can consider and take in the application as they require at 100% Deed of Sales and Bank Approvals in the absence of adequate collateral.

QTC is still busy with the process of authorisations of the submitted Engineering Designs to ErongoRed and the Municipality of Swakopmund and this process has been dragging on for the past three (3) months and is still not concluded as it has

		<p>been a back-and-forth exercise.</p> <p>As such marketing cannot commence and thus we cannot sign up buyers who will buy the proposed houses. This leaves a critical financier Condition Precedent to be met and which, can only follow suit when all Engineering drawings and layouts has been approved by the Municipality of Swakopmund and ErongoRed and for the process of submission of all documents for a thorough due diligence to be conducted.</p> <p>At this rate of progress, we envisage to get our final approvals only by end June 2021 and before we can commence with effective marketing. If the Municipality of Swakopmund and ErongoRed approves our designs by end May 2021 that will be a bonus as we can commence with marketing immediately and starts to sign up buyers and submit these to financiers such as Standard Bank Namibia.</p> <p>The Development Bank of Namibia which was a preferred financier cannot be approached as due diligence process and approvals takes anything from ten (10) months to a year-and-a-half for a project of this magnitude and thus we will not make the requirement set of 180 + 60 days given in the Development Agreement.</p>
3.1.5.	<p>The delivery by the Developer to the Municipality of an acceptable Performance Guarantee issued by an accredited bank, financial institution or insurance company on behalf of the Developer's contractor in favour of the Municipality, equal to 10% of the true estimated development cost of the bulk and internal services infrastructure.....</p>	<p>This is depended on final approvals by the Municipality of Swakopmund and ErongoRed and then we can pass it on to the Civil Contractor for quotations.</p> <p>It is also depended on securing financing before we can sign contracts and then request the identified civil contractor to furnish their Performance Guarantee thus this process has not commenced.</p> <p>We have approached three competent and reputable Swakopmund based Civil Contractor firms in the interim for quotations based on the final Bill of Quantities received from our Consulting Engineers and have has site walk throughs. Once we furnish them with the approved Engineering Services layouts and</p>

		drawings only then can we expect to receive their final quotations.
3.1.6.	The submission by the Developer to the Municipality of a construction programme detailing a time line for execution of the development contemplated in this Agreement, and if, the Developer proposes to carry out the development of the internal services infrastructure in phases, then also detailing such	<p>We have two options for obtaining funds for this land development and it is put under pressure due to the minimal timeframe given to commence to execute on the project.</p> <p>As such the traditional financing model from commercial and development banks won't materialise in the short term as we will be in breach of the conditions set in the Joint Venture Agreement.</p> <p>As such we have provided a Construction Programme in excel see attached depending on the two options of funding. The option chosen to proceed with will be communicated to the Municipality once agreed and signed off before the lapse of the Fulfilment Date with the exact construction programme.</p>
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;	<p>The Engineering Designs and Layouts for the land servicing component was submitted to the GM: Engineering & Planning Services on the 22 April 2021.</p> <p>We have to rectify the bulk and internal sewer layout and specifications as well as the external road layout on Erastus Titus road and resubmit this for review. This was delayed for two weeks as my Civil Engineer could not get access to the manholes on the bulk sewer line to take depth measurements as the keys to the locks of the manholes could not be located at the Municipality. Once a replacement is obtained from the supplier access can be obtained during the week of 17 May 2021 and the measurements taken, design completed and resubmitted to the Municipality of Approval.</p> <p>The Design Premise will also be submitted on 14 May 2021 to the GM Engineering as it was outstanding.</p> <p>All the layouts and specifications for FronguRed has been submitted to the Municipality and to FronguRed on 14 April 2021 and the only last and</p>

		final come back as the MV layout, Substation design and guideline. This was rectified and send back to ErongoRed for review on 30 April 2021. To date no response was received from ErongoRed despite daily and weekly follow ups as the ErongoRed Project Engineer was on leave and due back in office on the 17 May 2021.
3.1.8.	The submission by the Developer to the Municipality of design drawings and construction plans 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.	<p>The Engineering Designs and Layouts for the land servicing component was submitted to the GM: Engineering & Planning Services on the 22 April 2021.</p> <p>Minor corrections are to be made on the rectify the bulk and internal sewer layout and specifications as well as the external road layout on Erastus Titus road and resubmit this for review for final approval.</p>
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.	<p>Six (6) house types of Architectural Designs was submitted to the GM: Engineering & Planning Services on the 22 April 2021.</p> <p>This included the detailed drawings, floor plans, elevations and sections of each house type.</p> <p>These was approved for Bank Purposes on 30 April 2021 by Building Control-Municipality of Swakopmund.</p> <p>These will be used for Marketing purposes and once Deed of Sales has been signed it will be submitted to the Building Control-Municipality of Swakopmund for approval on a specific Erf with site layout plans.</p>
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	<p>Done and in piare and approved at a special meeting of the Board of Directors on Friday, 30 October 2020.</p> <p>Document submitted as attachment.</p>

	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 its tax liabilities.	<p>Taxpayer Registration Certificate from the Department of Inland Revenue of the Namibian Ministry of Finance was obtained on 29 April 2021.</p> <p>Taxpayer Identification Number (TIN) # 12083648. Document submitted as attachment.</p> <p>Busy with obtaining the Fitness Registration Certificate for Messrs QTC from the Municipality of Swakopmund and once this is obtained only can the registration for Value Added Tax be obtained as well as the Goodstanding Certificate.</p> <p>Envisaged to completed by end May 2021 and will be duly submitted before the lapse of the Fulfilment Date.</p>

ANNEXURE "E"

- 2 -

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**

- 4 -

- 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 affect 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 Erven 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 Erven" -- means all of the several erven listed by erf number and zoning in Annexure "A" attached hereto, and "Disposal Erf" means any one of the several erven 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;

- 3 -

- b -

- 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);

- c -

- 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;

- 8 -

- 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.

- 1 -

- 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 Erven" - means those of the Disposal Erven listed in Annexure "A" hereto with a zoning of "single residential", and "Single Residential Disposal Erv" means any one of those of the Disposal 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;

- 10 -

successful completion of the development contemplated in this Agreement. Whether or not such proof is satisfactory, shall lie 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 3.4 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 Eriven, and the approval thereof by the Municipality.

- 9 -

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 fulfilment 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

- 12 -

- 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 even 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-

- 11 -

- 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 fulfillment 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 resigned 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.

- 14 -

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;

- 15 -

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 Erven, 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.

- 10 -

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\$500 000.00 (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;

- 15 -

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

- 18 -

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

- 17 -

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 Fulfilment 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 Fulfilment 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.

- 2U -

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

- 1Y -

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 enter 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 --

- 44 -

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).

- 6.5 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 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.

- 41 -

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 thereof.

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";

- 48 -

- 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.

- 49 -

- 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

- 4b -

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.

- 4b -

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

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 practicing engineer of at least ten years' standing;

9.9.4 any other matter, an independent person,

agreed upon between the parties to the dispute.

9.10 Should the Parties to the dispute fail to agree whether the dispute is primarily an accounting, building or construction or other matter, the matter shall be determined by a legal matter.

9.11 Should the Parties fail to agree on an arbitrator within 3 (three) days after the receipt of notice in terms of 9.4 above, the arbitrator shall be appointed, at the request of the 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 formalities settled by the arbitrator, which may be in an informal and summary manner on the basis that it shall not be necessary to observe or carry out either the 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 authority in investigating all the books and records of any Party to the dispute

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 clause 9.2 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 the 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 meet at a date and place when and where the arbitration proceedings shall be held and 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

- 50 -

- 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

- 10.1 This Agreement, any annexures thereto as well as any documentation, drawings and designs submitted in terms of the provisions of this Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof.
- 10.2 No amendment or consensual cancellation of this Agreement or any provision or term thereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement (excluding any certificate issued by the Municipality in terms of the provisions of this Agreement) and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms or conditions of this Agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this Agreement (excluding any certificate issued by the Municipality in terms of the provisions of this Agreement) shall be binding unless recorded in a written document signed by the Parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
- 10.3 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any Party in respect of its rights under this Agreement, nor shall it operate so to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

- 29 -

- 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 interdict, 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.

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:

1. the Municipality:

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

POSTAL: P O Box 53, Swakopmund, Namibia

TELEFAX: (064) 4104125

2. the Developer:

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

POSTAL: P O Box
Swakopmund, Namibia

EMAIL:

Parties agree that any notice –

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

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,

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

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

10.8 The Developer shall reimburse the Municipality, on demand thereto, 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 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 prior to the written consent of the Municipality having been obtained, which consent shall not be withheld unreasonably. The Municipality shall be entitled to a claim for the costs and/or proviso's to its consent (if and when granted) as it 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 were members of the Developer:

10.10.1

10.10.2

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

- (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.

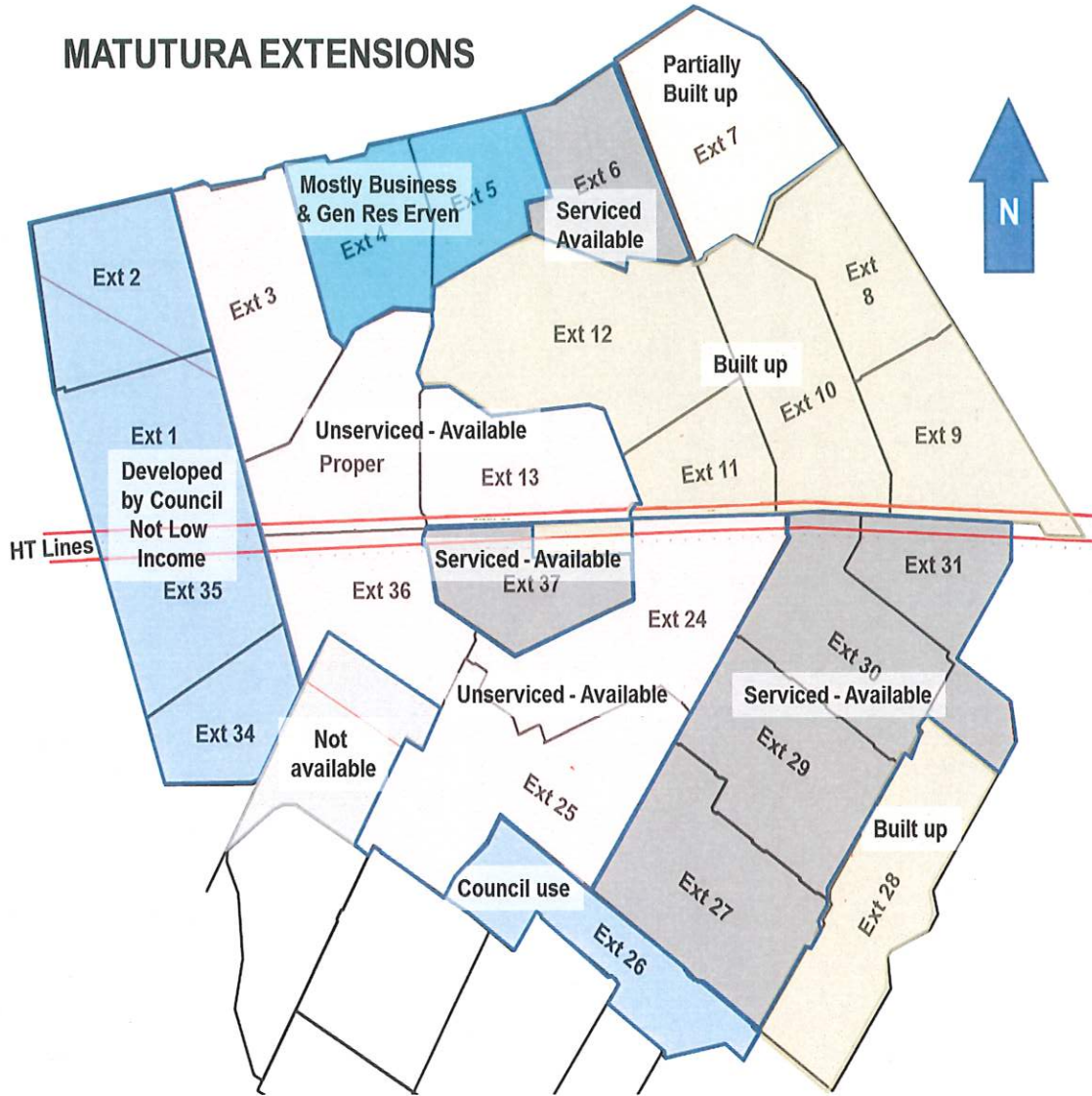
11.

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.

MATUTURA EXTENSIONS



- 11.1.18 **APPLICATION BY DEVELOPMENT WORKSHOP NAMIBIA (DWN) FOR:**
 • **SERVICING OF LAND**
 • **CONSTRUCTION OF LOW AND ULTRA-LOW COST HOUSING WITH A**
MEMORANDUM OF UNDERSTANDING (PARTNERSHIP AGREEMENT)
 (C/M 2021/08/30 - 14/2/1/2)

Special Management Meeting of 19 August 2021, Addendum 5.6
 page 20 refers.

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

1. INTRODUCTION

The General Manager: Finance contacted KfW Development Bank(DWN) regarding their involvement with urban development in Namibia and they responded as per e-mail dated **09 June 2021 (Annexure "A")**.

DWN was contacted whereafter a meeting took place on **15 July 2021** between them and municipal officials.

2. Background

During February 2021 bilateral Government consultations between Namibia and Germany were held and it was decided that urban development will become a new focal area for German Development Cooperation, meaning that increased development cooperation will benefit this area for the foreseeable future.

KfW also confirmed that in 2019, Germany committed funds of 6 million Euros for an emergency intervention for urban development (phase 1). The target group is people in ultra-low income households. KfW is busy implementing those funds through MURD and the NGO (non-governmental organization) Development Workshop Namibia (DWN). This project will target land delivery ("green field development") with basic services, sanitation, and bulk infrastructure (bulk infrastructure will only be targeted in very few pilot towns during phase 1). The implementation of this project is expected to start in the coming months. It is considered a short term approach by KfW, designed to achieve an impact on the ground as quickly as possible.

While this process of phase 1 is being implemented, the planning and preparation of the long term phase 2 approaches is also taking place. KfW has commissioned a feasibility study looking into possible financing mechanisms to assist Local Authorities across Namibia access financing for investment into their infrastructure needs - with a direct link to upgrading informal settlements or new green field development for the ultra-low income groups. The feasibility study is currently ongoing. Once the results are ready, the study will guide the way forward for KfW and MURD. It is important to note that no funds have been committed yet for phase 2. It is expected that the bilateral government negotiations that will take place in September 2021 will provide more clarity on the matter.

KfW recommended that Messrs Development Workshop Namibia (hereinafter referred to as DWN) be contacted to provide more info of what their project and purpose is.

Attached as **Annexure "B"** an email dated **9 June 2021** from Mr Weber explaining in short their concept. DWN intends to implement their concept of land servicing and construct affordable housing. The applicant also made a presentation to the Management Committee on Friday, **04 June 2021**.

In short, the programme entails the following:

- (i) *DWN signs a MoU with the local authority (LA), (Template attached as **Annexure "C"**)*
- (ii) *Through the MoU, DWN works as an agent on behalf of the LA for servicing land;*
- (iii) *The LA allocates land to be serviced;*
- (iv) *DWN does all town planning, land surveying, engineering and conveyancing*
 - a. *together with our private sector partners with whom we have special costing arrangements, because it is a not for profit and social programme.*
- (v) *Servicing costs are established once the engineers have completed the preliminary designs. The servicing costs plus professional fees are divided by number of erven to provide the cost/erf.*
 - a. *In Okahao for example, the cost is NAD 14,000 per 300m2 erf with access roads, water connection and transfer fees. In Keetmanshoop, NAD 16,500 per 300m2 erf with access roads, water connection and transfer of title, with the Municipality subsidizing sewer.*
- (vi) *DWN registers clients at the beginning of the project (under guidance of the LA, e.g. from an existing waiting list). The clients have one year to pay off the erf. As clients start paying, the money is used to pay for the development which is therefore a self-financed development. The LA is only responsible to bring bulk services to the extension boundary.*
- (vii) *All money that clients pay go into a joint bank account at FNB, specifically opened for that purpose, with two signatories from the LA and two from DWN. All transactions from the account must be signed off by both parties.*

Attached **Annexure "D"** is a letter of Intent from DWN that acts as a purchase agreement between the project and the client.

On **14 July 2021** Mr Weber sent an update report of three programmes, land, sanitation and Early Childhood Development (ECD) that was jointly implemented by DWN and Namibian Chamber of Environment. The report is attached as **Annexure "E"** which is self-explanatory.

Further, DWN is a Namibian non-profit organization, registered at the Master of the High Court, with a focus on sustainable urban development. They have 7 regional offices and a staff of 30.

3. AVAILABILITY OF LAND

On **27 May 2021** Council considered the availability of land whereafter the following decision was made under item 11.1.13:

- (a) *That the report of the current and future available land for low- cost housing development, be noted.*

- (b) That Council expedites servicing of the unserviced residential townships and relocation of excess informal households so as to enhance both current and future land for housing delivery and increased formal housing ownership.

4. **DISCUSSION**

The concept of DWN can be noted as exceptional.

It is proposed that Council considers approving the application of DWN by entering into a Memorandum of Understanding based on the examples in Okahao where the cost is N\$14 000.00 per 300m² erf and in Keetmanshoop N\$16 500.00 per 300m². That is inclusive of access roads, water connection and transfer title.

DWN will act as an agent for servicing land that is allocated to them. It is further proposed that Engineering Services identifies a portion of land for servicing and construction of low and ultra-low cost houses. Council will be responsible for bringing bulk services to the extension boundary.

DWN has special arrangements with private sectors partners in terms the statutory processes. DWN provide proof of ability to finance the project. A joint bank account at FNB will be opened with two signatories from Council and two from DWN.

Allocation of beneficiaries will be done from the existing Master list (more or less 22 000 beneficiaries).

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

RECOMMENDED:

- (a) That Council approves the concept of Development Workshop Namibia for servicing of a portion of land and the construction of low and ultra-low cost housing.
- (b) That Council approves the the proposal of Development Workshop Namibia to be implemented on portions 42,43 and 82-84.
- (c) That based on point (a) above a Memorandum of Understanding be compiled by Council's attorneys.
-

ANNEXURE "A"

Master of the High Court, with a focus on sustainable urban development. We currently have 7 regional offices and a staff of 30.

Please also note that I will be on leave from 17-29 June, but fully available for a meeting or presentation before or after my leave.

With kind regards,

Beat Weber
081 3582179

Dr Beat Weber
Executive Director
<image012.jpg>
Development Workshop Namibia
20 Nachtigal Street
PO Box 40723, Ausspannplatz
Windhoek, Namibia
Tel: +264 (0)61 240 140
Email: b.weber@dw-namibia.org

From: Hellao Naruseb <hnaruseb@swkmun.com.na>
Sent: Wednesday, 9 June 2021 3:46 pm
To: Beat Weber <b.weber@dw-namibia.org>
Subject: FW: FINANCING OF LOW COST HOUSING CONCEPT

<image001.gif>
Dear Mr Weber

Good morning, and my name is Hellao INaruseb, General Manager: Finance, Swakopmund Municipality.

As per below referral mail, I am thus making contact with your office for further possible engagements on possible partnership for servicing of land and housing for ultra-low income inhabitants of Swakopmund.

Council is in the process of identifying land for this purpose.

From: [Marie-Louise Wimo@kfw.de](mailto:Marie-Louise.Wimo@kfw.de) <[Marie-Louise Wimo@kfw.de](mailto:Marie-Louise.Wimo@kfw.de)>
Sent: Wednesday, 09 June 2021 11:05 AM
To: Hellao Naruseb <hnaruseb@swkmun.com.na>
Subject: AW: FINANCING OF LOW COST HOUSING CONCEPT

Dear Mr. INaruseb,

My apologies for only getting back to you now. Thank you again for your enquiry about KfW and the work the development bank is involved in with regard to urban development.

KfW's current involvement with urban development in Namibia is relatively new and still very much in the early stages of preparation and planning. At the bilateral Government Consultations between Namibia and Germany in February 2021, it was decided that urban development will become a new focal area for German Development Cooperation. This means that increased development cooperation will benefit this area for the foreseeable future. As it is a new focal area - and still in the early stages of being established - the specific focus for the focal areas and the shape of the support still need to be agreed upon by Namibia and Germany.

Because it takes time to set up a new focal area of development cooperation, Germany in 2019 committed funds of EUR 6 mio. for an emergency intervention for urban development (phase 1). The target group are people in ultra-low income households. KfW is busy implementing those funds through MURD and the NGO (non-governmental organization) Development Workshop Namibia (DWN). This project will target land delivery ("green field development") with basic services, sanitation, and bulk infrastructure (bulk infrastructure will only be targeted in very few pilot towns during phase 1) and implementation of this project is expected to start in the coming months. This is considered a short term approach, designed to achieve an impact on the ground as quickly as possible.

While this process of phase 1 is being implemented, the planning and preparation of the long term phase 2 approach is also taking place. To this end, KfW has commissioned a feasibility study looking into possible financing mechanisms to assist Local Authorities across Namibia access financing for investment into their infrastructure needs - with a direct link to upgrading informal settlements or new green field development for the ultra-low income groups. The feasibility study is currently ongoing. Once the results are ready, the study will guide the way forward for KfW and MURD. It is important to note that no funds have been committed yet for phase 2. The bilateral government negotiations taking place in September 2021 will provide more clarity on this matter.

The above outlines the current role of KfW in the sector of urban development in Namibia. While few concrete measures exist currently, the preparatory phase is ongoing and we advise you to stay in touch with MURD in this regard. We would also recommend that you contact Development Workshop Namibia to find out more about the work they do and how to partner with them. The MD is Dr. Beat Weber and his email is b.weber@dw-namibia.org.

I hope this gives you an overview of the work of KfW in the field of urban development. If you have any questions, please do not hesitate to contact me.

Best regards,

Marie

Von: Hellao Naruseb [<mailto:hnaruseb@swkmun.com.na>]
Gesendet: Freitag, 4. Juni 2021 09:26
An: Wimo, Marie Louise (Büro Windhoek)
Betreff: RE: FINANCING OF LOW COST HOUSING CONCEPT

<image001.gif>

Dear Ms Wimo

Good morning and I sincerely trust that you are well.

I am just following up my below initial mail.

From: Marie-Louise.Wimo@kfw.de <Marie-Louise.Wimo@kfw.de>
Sent: Tuesday, 18 May 2021 12:39 PM
To: Hellao Naruseb <hnaruseb@swkmun.com.na>
Subject: AW: FINANCING OF LOW COST HOUSING CONCEPT

Dear Mr. INaruseb,

Thank you very much for your email and below introduction. I will get back to you shortly with a more information on the work of KfW in the sector of urban development and possible areas of mutual interest.

From: Beat Weber <b.weber@dw-namibia.org>
 Sent: Monday, 12 July 2021 02:20 PM
 To: Hellao Naruseb <hnaruseb@swkmun.com.na>
 Cc: Alfeus Benjamin <abenjamin@swkmun.com.na>; Clarence McClune <cmclune@swkmun.com.na>; Andre Plaatjie <aplaatjie@swkmun.com.na>; Ester Veiko <e.veiko@dw-namibia.org>; Erastus Kashiupulwa <e.kashiupulwa@dw-namibia.org>; Alina Flower N. Shikongo <ashikongo@swkmun.com.na>; Ambrose Wohler <a.wohler@dw-namibia.org>
 Subject: RE: FINANCING OF LOW COST HOUSING CONCEPT

Good afternoon Mr Naruseb

Many thanks for your response. Would this week Thursday the 15th at 9.00 perhaps suit your agenda?

Thank you & with kind regards,

Beat Weber

From: Hellao Naruseb <hnaruseb@swkmun.com.na>
 Sent: Friday, 9 July 2021 7:33 am
 To: Beat Weber <b.weber@dw-namibia.org>; Ambrose Wohler <a.wohler@dw-namibia.org>
 Cc: Alfeus Benjamin <abenjamin@swkmun.com.na>; Clarence McClune <cmclune@swkmun.com.na>; Andre Plaatjie <aplaatjie@swkmun.com.na>; Ester Veiko <e.veiko@dw-namibia.org>; Erastus Kashiupulwa <e.kashiupulwa@dw-namibia.org>; Alina Flower N. Shikongo <ashikongo@swkmun.com.na>
 Subject: RE: FINANCING OF LOW COST HOUSING CONCEPT

Dear Mr Weber

Good morning and your below positive response well received.

Kindly, confirm the availability of your team and we can set up the teams meeting accordingly.

From: Beat Weber <b.weber@dw-namibia.org>
 Sent: Thursday, 08 July 2021 04:47 PM
 To: Hellao Naruseb <hnaruseb@swkmun.com.na>; Ambrose Wohler <a.wohler@dw-namibia.org>
 Cc: Alfeus Benjamin <abenjamin@swkmun.com.na>; Clarence McClune <cmclune@swkmun.com.na>; Andre Plaatjie <aplaatjie@swkmun.com.na>; Ester Veiko <e.veiko@dw-namibia.org>; Erastus Kashiupulwa <e.kashiupulwa@dw-namibia.org>
 Subject: RE: FINANCING OF LOW COST HOUSING CONCEPT

Dear Mr Naruseb

Thank you for your email and the interest in our land servicing programme. Could I perhaps suggest to start with an online meeting where we could discuss a possible collaboration and the way forward?

Thank you & with best regards,

Beat Weber

From: Hellao Naruseb <hnaruseb@swkmun.com.na>
 Sent: Wednesday, 7 July 2021 11:39 am
 To: Beat Weber <b.weber@dw-namibia.org>; Ambrose Wohler <a.wohler@dw-namibia.org>
 Cc: Alfeus Benjamin <abenjamin@swkmun.com.na>; Clarence McClune <cmclune@swkmun.com.na>; Andre Plaatjie <aplaatjie@swkmun.com.na>
 Subject: RE: FINANCING OF LOW COST HOUSING CONCEPT

ANNEXURE "B"

Dear Mr Weber and Mr Wohler

Good morning, our team of Administrators from our Council will like engage your office on the proposed land development financing.

Kindly advise us on the way forward.

From: Beat Weber <b.weber@dw-namibia.org>
Sent: Wednesday, 09 June 2021 05:54 PM
To: Hellao Naruseb <h.naruseb@swkmun.com.na>
Cc: Ambrose Wohler <a.wohler@dw-namibia.org>; Ester Veiko <e.veiko@dw-namibia.org>; Erastus Kashuupulwa <e.kashuupulwa@dw-namibia.org>
Subject: RE: FINANCING OF LOW COST HOUSING CONCEPT

Dear Mr INaruseb

Thank you for getting in touch. Development Workshop Namibia (DWN) is currently implementing a land servicing programme for low and ultra-low income residents. The programme is supported by MURD and works through partnership agreements with local authorities.

We currently have extensions under development in Oshakati, Okahao, Opuwo, Keetmanshoop, Onilpa, Karibib and Okakarara. **Just last week Friday I have made a presentation to the regional council in Swakopmund.** We also have an office in the building of Swakopmund Municipality, from where we coordinate a sanitation project, implemented in the DRC informal settlement. Ambrose Wohler (in cc, 0812441710) is our local coordinator.

In short, the programme works as follows:

1. DWN signs a MoU with the local authority (LA), please see a template attached;
2. Through the MoU, DWN works as an agent on behalf of the LA for servicing land;
3. The LA allocates land to be serviced;
4. DWN does all town planning, land surveying, engineering and conveyancing
 - a. together with our private sector partners with whom we have special costing arrangements, because it is a not for profit and social programme.
5. Servicing costs are established once the engineers have completed the preliminary designs. The servicing costs plus professional fees are divided by number of erven to provide the cost/erf.
 - a. In Okahao for example, the cost is NAD 14,000 per 300m2 erf with access roads, water connection and transfer fees. In Keetmanshoop, NAD 16,500 per 300m2 erf with access roads, water connection and transfer of title, with the Municipality subsidizing sewer.
6. DWN registers clients at the beginning of the project (under guidance of the LA, e.g. from an existing waiting list). The clients have one year to pay off the erf. As clients start paying, the money is used to pay for the development. It is therefore a self-financed development. The LA is only responsible to bring bulk services to the extension boundary.
7. All money that clients pay go into a joint bank account at FNB, specifically opened for that purpose, with two signatories from the LA and two from DWN. All transactions from the account must be signed off by both parties.

For additional information please also free to also contact the relevant CEO offices of the towns mentioned above and where we have existing project. Attached please find our latest update on the land programme. Kindly note that DWN is a Namibian not-for profit organization, registered at the

Barbara Ramos Viegas

From: Andre Plaatjie
Sent: Monday, 19 July 2021 17:11
To: Barbara Ramos Viegas
Subject: FW: FINANCING OF LOW COST HOUSING CONCEPT
Attachments: Letter of intent- Residential erven.docx; Template - IA&DWN MoU for low cost land servicing, Mar20.docx

Barbara

See attached and below regarding discussions for low cost housing development. This must also be submitted to MC for August.

Thnx

Andre Plaatjie | Manager, Corporate Services | Corporate Services & Human Capital | 4202

From: Beat Weber <b.weber@dw-namibia.org>
Sent: Thursday, 15 July 2021 04:07 PM
To: Hellao Naruseb <hnaruseb@swkmun.com.na>
Cc: Alfeus Benjamin <abenjamin@swkmun.com.na>; Clarence McClune <cmclune@swkmun.com.na>; Andre Plaatjie <aplaatjie@swkmun.com.na>; Ester Veiko <e.veiko@dw-namibia.org>; Erastus Kashiupulwa <e.kashiupulwa@dw-namibia.org>; Alina Flower N. Shikongo <ashikongo@swkmun.com.na>; Ambrose Wohler <a.wohler@dw-namibia.org>
Subject: RE: FINANCING OF LOW COST HOUSING CONCEPT

Dear Mr Naruseb

Following our discussion today, please find attached the MoU template that we can then adjust to the particular circumstance in Swakopmund. Also for your attention attached a template of the letter of intent. This letter acts as a purchase agreement between the project and the client and specifies the conditions of the purchase. This document will then also be adjusted accordingly.

With kind regards,

Beat Weber

From: Hellao Naruseb <hnaruseb@swkmun.com.na>
Sent: Monday, 12 July 2021 2:55 pm
To: Beat Weber <b.weber@dw-namibia.org>
Cc: Alfeus Benjamin <abenjamin@swkmun.com.na>; Clarence McClune <cmclune@swkmun.com.na>; Andre Plaatjie <aplaatjie@swkmun.com.na>; Ester Veiko <e.veiko@dw-namibia.org>; Erastus Kashiupulwa <e.kashiupulwa@dw-namibia.org>; Alina Flower N. Shikongo <ashikongo@swkmun.com.na>; Ambrose Wohler <a.wohler@dw-namibia.org>
Subject: RE: FINANCING OF LOW COST HOUSING CONCEPT

Dear Mr Weber

We can schedule the meeting for Thursday 15 July 2021, 14H30.

Kindly confirm the availability of your team, Alina once confirmed arranged accordingly.

ANNEXURE "C"

MEMORANDUM OF UNDERSTANDING

"(hereinafter referred to as the "Agreement")"

between

THE MUNICIPAL COUNCIL OF xxx

Herein duly represented in terms of Council Resolution No: xxxx

By Mr xxx in his capacity as Chief Executive Officer

and

Mr. xxxxx

in his capacity as Chairperson of the Management Committee

(Herein after referred to as "the Council")

And

DEVELOPMENT WORKSHOP NAMIBIA TRUST

a charity trust duly incorporated in accordance with the laws of the Republic of Namibia with Registration

No: 538/16, herein represented by Mr Beat Weber in his capacity as the

Executive Director.

(Herein after referred to as "the Developer")

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

for

DEVELOPING MINIMALLY SERVICED LOW - COST ERVEN IN xxxxxxx

PREAMBLE

WHEREAS the Council owns undeveloped land and intends to speed up the process of availing minimally serviced land in its area of operation;

WHEREAS the Developer seeks to avail affordable residential land for the benefit of low and lowest income residents;

WHEREAS the Developer seeks no profit, but acts on the basis of its social mission to assist the low and lowest income residents in Namibia's urban settlements;

WHEREAS the Council and the Developer propose to conclude a Memorandum of Understanding that will give rise to a partnership, known as the xxxxx-DWNT Land Programme Partnership, between them at equal shares with the sole aim of advancing the objectives stated in this Memorandum of Understanding;

1. THE PARTIES AGREE AS FOLLOWS:

1.1 Obligations of the Council:

- a. Avails xxxxx extensions with unoccupied land to be planned and serviced for residential erven of not less than 300 square meters for low income residents; The extensions are xxxxxx
- b. Makes budgetary provision for bulk water infrastructures and access roads and any other bulk provision of infrastructure up to the boundaries of the new township;
- c. Provides office space for the Developer's project coordinator;
- d. Assigns the necessary staff members within the establishment of the Council with the required expertise to implement the project, assisted by the Developer's project coordinator;
- e. Mobilize the residents to participate in the project;
- f. Approves the allocation of the erven to the beneficiaries in line with Council policy of allocating land;
- g. Comply with the provision of section 63(2) and (3) of the Local Authorities Act, 23 of 1992;
- h. Appoint the xxx-DWNT Partnership constituted under this Memorandum of Understanding as the Council's sole Agent to conduct transactions on its behalf in terms of this Memorandum of Understanding which include the incurring of expenditure to develop land into minimally serviced erven as well as the instruction to collect proceeds from land sales which were developed in terms of this Memorandum of Understanding.

1.2 Obligations of the Developer:

- a. Accept the responsibility to administrate the Agency functions of the Partnership brought to life in this Memorandum of Understanding which responsibilities include to conduct, administrate, incur expenditure, collect proceeds and perform functions and transactions in the capacity as Agent on behalf of the Municipality in line with the terms of this Memorandum of Understanding. Therefore, in its function as an Agent, the developer is responsible for points (b), (c), (d), (e), (f) below, and it:
- b. Provides a project coordinator to work with the Council's staff for the implementation of the project;
- c. Provides all necessary services to develop minimally serviced erven as described in this Memorandum of Understanding and subsequent addenda;
- d. Appoints the service providers such as Town Planner, Land Surveyor, Engineer and Conveyancers for this project;
- e. Provides overall coordination and project management in terms of this agreement and submits progress report to Council on request;
- f. Manages the administrative part of the erf client database, including payments. This in close collaboration with the Council's finance manager.

1.3 Services to be provided by the Developer for the development of the new township, in its function as an Agent for the partnership:

- a. Town planning services by a registered town planner. Outputs include the development of a layout plan, implementation of environmental assessment, obtaining of approval of the Namibian Planning and Advisory Board and the Townships Board regarding the need and desirability and the final layout of the proposed development as set out in this Memorandum of Understanding and successful proclamation of the new township;
- b. Land surveying services by a registered land surveyor. Outputs include production of a General Plan and pegging of the new township;
- c. Consulting engineering services. Outputs include detailed design and budgeting of all services to be provided to the new township. The engineer shall further be responsible for the tendering process and selection of construction company that will construct the services;
- d. Conveyancing services: Outputs include deeds office registrations related to, inter alia, (i) the local authority title registrations as may be required, (ii) the general plan and township establishment, (iii) proclamation of the township(s), (iv) assisting the local authority with the deeds of sale (post letter of intent) compliant with statutory requirements, (v) transfer of property to beneficiaries and (vi) registering Councils conditions notorially against the title deeds;
- e. Payment of contractors for the construction of the services;
- f. Project management services by the developer, including erf client database management and payment management, and setting up of online banking for joint bank account, with assistance from FNB.

1.4 Implementation of the project

- a) The two townships layouts will have approximately xxxx residential erven;
- b) Given the considerable size of the new townships, the project can, if so preferred by the Developer, to be implemented in several phases to be agreed on with the Town Council;
- c) The phasing of the project applies to the construction of services only. Town planning, land surveying and engineering designs can be done for the whole area at once.
- d) As soon as the beneficiaries of the first phase have paid in full, the project will initiate the servicing of the next phase. The servicing of subsequent phases is done under the same conditions. The phasing will not delay the project implementation, but ensure that there is demand for the erven provided through the project.

1.5 Financial matters are to be conducted as follows:

1.5.1 General financial management

- a. Any financial contributions from donors through the Namibian Chamber of Environment will be transferred back to a land development project account of the Namibian Chamber of Environment (NCE);
- b. The NCE channels funds through the Developer to implement the project as described in this agreement;
- c. The Council and the Developer open a joint bank account, with one signatory from each institution, with all bank transactions and movements requiring authorization of both signatories;
- d. All erf payments as outlined below (1.5.2) are made to this joint bank account;
- e. Erf payments by beneficiaries are made to recover project costs.

1.5.2 Erf payment procedures:

- a. The cost of developing the new erven shall be decided by an addendum to this agreement, considering the final layout and calculations of costs of all services provided;
- b. The beneficiaries eligible for purchasing erven through this project are to be selected by the Council's established selection procedures, with involvement of the Developer's project coordinator;
- c. The payment for the erven shall be made as per letter of intent (see attached);
- d. All identified beneficiaries shall pay a first installment (deposit) to the joint project account prior to the commencement of the project, to ensure that there is sufficient demand for the erven to be developed;
- e. The development and construction of services of the new township (or any phase if implemented in phases) shall commence after all beneficiaries have signed a Letter of Intent and committed to the project with the above-mentioned deposit;
- f. Subsequent payments by the beneficiaries will be made as specified per letter of intent (monthly instalments for example).

1.5.3 Additional financial considerations:

- a. Only after having paid their erf in full, the beneficiaries shall be allowed to occupy the erf;
- b. The beneficiaries can, if they so want, pay at earlier intervals than outlined above;
- c. If a beneficiary fails to comply with the payment schedule without valid reasons, she/he shall be removed from the beneficiary list and replaced by another beneficiary as identified through established Council procedure;
- d. The initial deposit and all payments are refundable, but charged with a penalty percentage of 10%;
- e. The land availed by the local authority shall be transferred directly to the beneficiary; the Developer shall at no stage of the project become the owner of the land;

1.5.4 Reimbursements from the joint bank account to the NCE land development project account

- a. The joint bank account gives security to both the Council and the Developer: it allows the Council to fully control erf payments and it provides security to the Developer that costs recovered from this project are not used for other Council expenses.
- b. Money in the joint bank account is to be used for projects to continuously develop erven in xxxxx, always on a cost recovery basis as outlined in this agreement;
- c. The projects must be of the same nature and specifications as this first project, referred to by this agreement and its addenda;
- d. Once there are no more projects of such nature and specifications to be implemented (period up to three months), the full amount (the initial 'revolving fund') shall be reimbursed to the NCE who may then apply the funds in another town. This is to ensure that the money provided by the NCE donors is always in use to develop low cost land for housing.

1.6 Suspensive conditions:

This Memorandum of Understanding is subject to the following suspensive conditions:
Approval is obtained from the Minister of Urban and Rural Development in terms of Section 30 (1)(f) and (z) (a) (ii) of the Local Authorities Act, Act 23 of 1992, as amended, for the intended purpose contained in this agreement;

1.7 Modification

This Memorandum of Understanding which constitutes the entire partnership between the parties may be modified if agreed in writing between the two parties, such agreement then being an addendum to the original Memorandum of Understanding .

1.8 Arbitration

In the event of any dispute or difference arising between the parties relating to, or arising out of this Memorandum of Understanding, the parties will immediately meet to attempt to settle such dispute or difference, and failing such settlement within a period of 30 days, the dispute or difference will be submitted to Arbitration, to be held in Windhoek, Namibia, in accordance with the provision of the Arbitration Act 42 of 1965.

IN WITNESS whereof, the undersigned representatives, being duly authorized thereto by their respective institutions, have signed this Agreement in duplicate in English, in the presence of undersigned witnesses:

Signed at _____ on this _____ day of _____ 2020.

The Council
xxxxx Municipal Council
Herein represented by xxxxx
In his capacity as Chief Executive Officer
As Witnesses

The Council
Xxxxx Municipal Council
Herein represented by xxxxx
In his capacity as Chairperson of the
Management Committee

Signed at _____
on this _____
day of _____
2020.

1. _____

2. _____

The Developer
Development Workshop Namibia
Herein represented by Beat Weber
In his capacity as Executive Director
As Witnesses

1. _____ 2. _____

ANNEXURE "D"

DWN and Town council logo and physical address

Letter of intent- Residential erf**Project for the provision of low-cost land for housing**

This project aims to provide low-cost residential erven for low-income residents in xxx. The project is jointly implemented by the xTC and Development Workshop Namibia (DWN). The project has a purely social objective and no profits are made neither by xTC nor DWN. The price of the applicable erven consists of: Professional fees (town planner, land surveyor, consulting engineer, conveyancer, project manager), and service construction costs (collectively the "Project Costs"). The land on which the project is implemented belongs to xTC and is provided for free for this project. The price that the beneficiaries of this project pay is merely to recover the Project Costs which amounts shall be applied towards the planning, surveying and servicing of follow up phases.

I, _____ with ID no. _____,

Hereby agree to the following:

Payments

1. I have voluntarily manifested my interest to participate in this project;
2. I agree to pay N\$ xxx for a residential plot of approximately 300 square meters;
3. I agree to make an initial deposit of N\$ xxx to be paid within 2 months of signing this letter of intent;
4. I agree to pay a minimum monthly instalment of N\$ xxx until I have paid off the whole amount of N\$ xxx; I further understand that I am permitted to pay more than the minimum monthly instalment which will allow me to occupy my plot sooner.
5. I agree to be removed as a beneficiary if I fall in arrears with more than a month's instalment; or no longer have interest in the project in which event, I agree to be reimbursed the amount that I paid, minus a 10% penalty fee;
6. I agree that once I have paid off the whole amount or being allocated my erf and I have no interest in the project no longer, I will be reimbursed all funds paid minus 20% penalty fee;
7. I agree that I will be using my reference number provided to me for any payments, failure to do that, a penalty amount of NAD 300 will be charged on every incorrect reference used for the compensation of increased administrative work for the project;
8. I agree that I will only be indicated my plot for occupation once I have paid the complete amount of N\$ xxx;
9. I agree to install a water meter at my own cost once I want to start using water on my plot;
10. I agree that I will receive freehold title to my plot (transfer related costs are included in the plot price) once all regulatory requirements have been fulfilled and the township has been proclaimed
11. I agree that I will pay rates and taxes as stipulated by xTC;

Conditions:

1. I am aware that only partial services will be provided to the plot, to keep the purchase price low;
2. The services include **domestic water connection, etc**
3. I agree that I am not allowed to sell the plot and any structure on it for a period of xxx years after the first occupation and that this condition shall be registered against the title deed of the plot;
4. I agree that I am not allowed to exchange my place with another person in case I am not interested anymore;
5. I agree that I can build a first top structure with improvised building material (such as corrugated iron), but must initiate the construction with bricks within xxx year of occupation of the plot;
6. I agree to comply with all existing xTC building regulations that may apply to my plot and that it is my responsibility alone to inform myself about these regulations;

7. I understand that I shall be required to sign (and agree to sign) a formal sale agreement with xTC in the form determined by xTC and based upon the content of this letter of intent and such other terms and conditions as either the xTC or the Minister of Urban and Rural Development may determine.

I confirm that I have read and understand all information in this letter of intent.

Signed: _____ xTC, _____ of _____ 202x

ANNEXURE "E"**Barbara Ramos Viegas**

From: Andre Plaatjie
Sent: Monday, 19 July 2021 17:24
To: Barbara Ramos Viegas
Subject: FW: Land, sanitation and ECD programmes - Update April-June 2021, DWN & NCE
Attachments: Update April-June 2021, DWN Land Programme.pdf; Update April-June 2021, DWN Sanitation Programme.pdf; Update April-June 2021, DWN ECD Programme.pdf

This must be added to the submission together with the other email on their proposal for low cost housing development

Andre Plaatjie | Manager Corporate Services | Corporate Services & Human Capital | 4202

From: Hellao Naruseb <hnaruseb@swkmun.com.na>
Sent: Wednesday, 14 July 2021 02:09 PM
To: # General Managers <GeneralManagers@swkmun.com.na>; Lydia Mutenda <lmutenda@swkmun.com.na>; Andre Plaatjie <aplaatjie@swkmun.com.na>
Subject: FW: Land, sanitation and ECD programmes - Update April-June 2021, DWN & NCE

Dear Colleagues

May I kindly also share these information which is very much applicable for our circumstances.

Hellao Naruseb | General Manager: Finance | Finance | 4301

From: Beat Weber <b.weber@dw-namibia.org>
Sent: Wednesday, 14 July 2021 01:33 PM
To: Beat Weber <b.weber@dw-namibia.org>
Subject: Land, sanitation and ECD programmes - Update April-June 2021, DWN & NCE

Dear Madam / Sir

Please find attached an update for the months of April, May and June on following three programmes jointly implemented by Development Workshop Namibia (DWN) and the Namibian Chamber of Environment (NCE).

1. **Early Childhood Development (ECD):** Under the current emergency conditions, this is an especially important intervention, as it has a focus on assisting children of vulnerable families that are additionally affected by the Covid-19 related economic downturn. The programme is now assisting 229 ECD centres (Kindergartens) in Windhoek, Oshakati, Katima Mulilo, Opuwo, Otjiwarongo and Omaruru. For 135 Kindergartens in Windhoek, a cash based feeding and nutrition component has also initiated.
2. **Appropriate Low-cost Urban Sanitation:** As a joint programme implemented with UNICEF, this initiative promotes Community Led Total Sanitation (CLTS) in informal settlements in eight towns across the country. It focuses on access to toilet facilities and solid waste management, as well as promoting hygiene and raising awareness on Hepatitis E and Covid-19.
3. **Provision of Low cost Land for Housing:** The programme is making steady progress, now with eight local authorities participating. It is addressing some of the most important underlying causes of urban poverty in Namibia, such as access to services and access land with tenure security.

1

Please also see DWN's new online GIS data hub. It shows key information of all three programmes in the 10 regions, in an easy to read and interactive map format: <https://development-workshop-data-hub.dwn.hub.arcgis.com/>

Yours Sincerely,

Beat Weber

Dr Beat Weber
 Executive Director

Dw

Development Workshop Namibia
 20 Nachtigal Street
 PO Box 40723, Ausspannplatz
 Windhoek, Namibia
 Tel: +264 (0)61 240 110
 Email: b.weber@dw-namibia.org

05/2021 11:43:10 AM



Pegging in Oukapa

KEETMANSHOOP ERF PRICE REDUCTION

In Keetmanshoop the cost for each of the 299 erven with water and sewer connection was NAD 31,797. Registration has started in March 2021, but the costs per erf were too high for the majority of low income earners. In June 2021, the Municipal Council therefore resolved to subsidize the sewer reticulation system with separate funds. Through this, the price per erf was reduced to NAD 16,900. By the end of June, 288 people were registered.



Keetmanshoop project layout, bottom right. It is located at the southern periphery of the town, bordering the road south to Gannoo and South Africa.

OKAHAO ROAD CONSTRUCTION

After the end of the rainy season in May, road construction started. This is an integral part of the project and erf price of NAD 14,000.



Road construction in Okahao

OSHAKATI PHASE TWO

Oshakati Town Council has approved the development of a second extension, after the successful completion of the first project. Electrification of the first project will also commence shortly, paid for by the Town Council as a contribution to the development of this new residential area.

KARIBIB

Hard rock has increased the servicing costs in Karibib. A donation of NAD 500,000 from Osino Resources is being used to subsidize the servicing of 25 plots, reducing the costs from NAD 50,000 to NAD 30,000 per plot with sewer and water connections.

FNB LOAN SCHEME

Through a new FNB loan scheme, clients of the DWN/NCE land programme are eligible to apply for a loan up to NAD 50,000 for a period of 1-5 years. The scheme is currently piloted in Oshakati and Okahao. In Okahao alone, 15 loans have already been paid out.

EXCHANGE VISITS

On the 21st of May 2021, Otjivarongo Town Council conducted an exchange visit to Oshakati and Okahao, to learn more about the land programme in those two towns. Meetings were held with councillors, CEOs and technical staff.

05/2021 11:43:10 AM

INITIATING COLLABORATION

Draft MoUs have been discussed with and submitted to Oranjemund, Otavi and Eenhana town councils. Engineering designs and cost estimates for three planned extensions have been submitted to these councils by engineering project partner Knight Piésold. The designs will assist to establish project costs. DWN was also invited to present the programme in Ludentz, Bethanie, Otjivarongo and Okongo, the Regional Council in Erongo, and the Governors office of Hardap Region.

WEB-GIS PORTAL:

See the following website where all currently active extensions are visible:
<https://development-workshop-data-hub-dwn.hub.arcgis.com/>



Client registration in Keetmanshoop



Houses being built in Ohahave



Road construction in Ohahave



Surveying and pegging of the layout in Otjivaro



New road in Ohahave



UPDATE

PROGRAMME FOR APPROPRIATE LOW-COST URBAN SANITATION



DW DEVELOPMENT WORKSHOP
SANITATION

- 1 Open Defecation & Solid Waste
- 2 Community Led Total Sanitation (CLTS)
- 2 Approach
- 3 Web-GIS Portal
- 4 The Case of Kapuka Kanauyala

OPEN DEFECACTION & SOLID WASTE

Widespread open defecation and a lack of solid waste collection are huge challenges in Namibia's informal settlements. In the absence of toilets, people are obliged to use river beds and green spaces. Mixed with solid waste pollution, such green spaces then turn into highly contaminated areas and become health and safety hazard zones especially for children.



A riverbed in Havana informal settlement

WATER, SANITATION AND HYGIENE

A lack of funds and appropriate approaches and technology are the main reasons for these areas being in such stark contrast to the highly developed former parts of towns.

While a lack of funds and built infrastructure are a major concern, much can be done by using appropriate technologies and involving residents in finding and implementing solutions. One such approach gaining ground in Namibia is Community Led Total Sanitation (CLTS).

COMMUNITY LED TOTAL SANITATION (CLTS)

The Harambee Prosperity Plan 2 (HPP2) states to "Launch Community-Led Total Sanitation (CLTS) and Water, Sanitation and Hygiene (WASH) awareness to increase hygiene through the community construction of latrines at household level in urban and peri-urban areas throughout the HPP2 period."

Development Workshop Namibia (DWN), the Namibian Chamber of Environment (NCE) and UNICEF have been implementing an urban CLTS programme since 2019. It started with a pilot project in Windhoek and is now being implemented in eight towns across Namibia, with financial support from UNICEF, the European Union and B2Gold. The eight towns are Windhoek, Swakopmund, Karibib, Otjiwarongo, Oshakati, Opuwo, Oniipa and Katima Mulilo.

The programme focuses on making informal settlement areas open defecation free (ODF) and litter free. Two areas have been certified ODF in Windhoek in early 2021, and nine additional areas are currently being prepared. See <https://fb.watch/6uF4jgsJVS/> for a report of One Africa TV.



Waste collection point in Samara Machel Constituency

APPROACH

The approach of the programme is twofold. It aims to:

1. Motivate citizens to improve hygiene-related behaviours
2. Give guidance and encourage toilet construction

A network of over 100 volunteers conducts house-to-house visits and distributes flyers that raise awareness on Hepatitis E, Covid-19, hygiene and toilet construction.

In parallel, the programme is constructing sanitation centres with demonstration toilets and construction guidelines. A total of 34 demonstration toilets have been built to date.

To address solid waste pollution, the programme has also initiated the construction of solid waste collection points, serviced by the local authority. The collection points are fenced off and have an adjacent "pay-per-use" toilet and sales stand. The caretaker makes an income from the toilet and sales, and looks after the collection point. The waste collection points therefore are small business enterprises, a project component that is now also supported by a contribution from the Development Bank of Namibia (DBN).

The programme is currently procuring funding to expand the small business enterprise approach to all the towns where the project is being implemented.

REPUBLIC OF NAMIBIA

WEB-GIS PORTAL:

See following website for GIS mapping of volunteer house visits, toilets constructed by residents, and project sanitation centres: <https://development-workshop-data-hub-dwn.hub.arcgis.com/>

The case of Kapuka Kanauyala

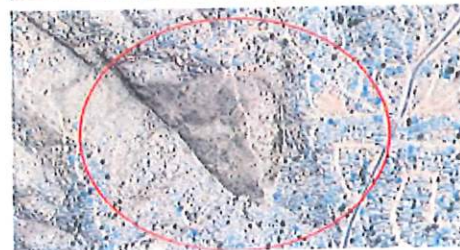
Kapuka Kanauyala is an informal settlement close the Tobias Hainyeko Constituency Council in the northern part of Windhoek. It is a very dense settlement, without roads entering the community. In the centre of the settlement is a big hill without construction, roughly the size of 4 football fields. Locally, the hill is known as the sanitation reserve. It serves as one big area for open defecation, surrounded by river beds that are highly polluted with open sewage and litter.

DWN started working in Kapuka Kanauyala in 2019. From the beginning, it faced immense challenges due to the topography, dense housing and lack of road access, making it difficult to construct toilets or collect solid waste. After an EU-organised stakeholder engagement event in June 2021 at the Parliament during which the scale of open defecation in informal settlements was highlighted, One Africa TV contacted the DWN sanitation team to film sanitation work in Windhoek's informal settlements. Part of the filming was done in Kapuka Kanauyala, and the publication of the film found wide resonance and pledges of support from different institutions and policy-makers.

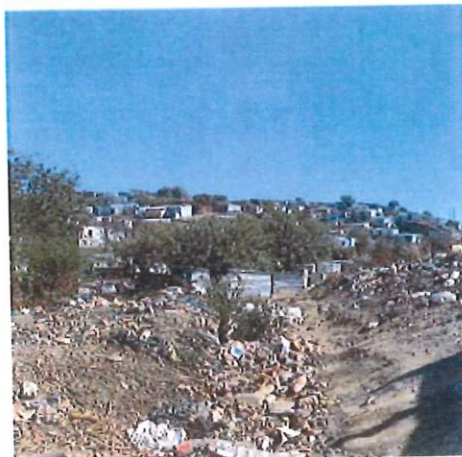
High-level delegations visited the area, including the Minister of Urban and Rural Development (MURD), Governor of Khomas Region and councillor of Moses //Garoeb constituency. Talks are currently underway how to best assist the residents of Kapuka Kanauyala.

Following links are the video clips produced by One Africa TV:

- <https://fb.watch/6uFQb9GP5g/>
- <https://fb.watch/6uESI0b7jy/>



Location



Kapuka Kanauyala Riverbed

WORLD BANK PHOTO



A demonstration toilet and sanitation centre in Oharyangwa informal settlement



Women and men receiving toilet construction training in Zambezi informal settlement in Katima Mulilo



Finished sanitation centre in Katima Mulilo



A sanitation centre under construction in Oshahoti



Volunteers talking to a resident in Oshahoti and distributing flyers. During 2021 alone, more than 25,000 flyers were distributed by the DWM volunteers.



Digging a pit in Karibib

<p>Dw DEVELOPMENT WORKSHOP</p>	<p>20 Nachtigal Street Ausspannplatz Windhoek, Namibia Tel: +264 (0)61 250 150 Email: hw@dw-namibia.org www.dw-namibia.org</p>	<p>NCE Namibia Chamber of Enterprise</p>	<p>20 Nachtigal Street Ausspannplatz Windhoek, Namibia Email: info@nce-namibia.org Tel: +264 61 250 150 www.nce-namibia.org</p>
---	---	---	--



UPDATE

PROGRAMME FOR EARLY CHILDHOOD DEVELOPMENT (ECD)



Dw DEVELOPMENT WORKSHOP CHILDREN

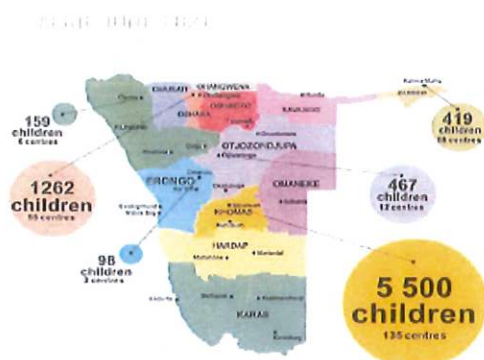
- 1 Emergency Assistance through Early Childhood Development (ECD)
- 2 Dwn's ECD Emergency Programme
- 2 Feeding & Nutrition
- 2 Teacher Training
- 3 Parent Workshops
- 3 Learning Materials & Stationary
- 3 Responding to Covid-19
- 3 GIS Monitoring

EMERGENCY ASSISTANCE THROUGH EARLY CHILDHOOD DEVELOPMENT (ECD)

In the current crisis, children are likely to suffer the most. Namibia's economic downturn is being felt especially hard by Namibia's poor, such as many residents in the informal settlements. Evidence suggests that severe economic stress on poor households is resulting in more mal- and undernutrition and domestic violence.

ECD Centres (or Kindergartens) have proven an effective and important mechanism to shield vulnerable children from the worst effects of the current emergency. They bring stability to a child's day, provide a playful environment, and a nutritious meal.

During the lockdowns in 2020, DWN initiated an ECD programme with exactly this objective: to support children in a time of emergency, and at the same time strengthen the ECD system with a long term development perspective.



DWN'S ECD EMERGENCY PROGRAMME

DWN currently provides critical support to almost 8 000 children in 229 ECD centres. These ECD centres are located in informal settlements in Windhoek, Oshakati, Opuwo, Otjiwarongo, Katima Mulilo and Omaruru. The programme activities are funded by UNICEF/EU and MIC (and Osino Namibia Holdings in Omaruru), through separate but co-ordinated projects.

The project is implemented by a DWN core team of eight staff members, plus external ECD experts and more than 15 locally contracted trainers. Activities in the different regions are supervised by the local DWN offices.

Over the last two months, DWN has initiated a feeding programme for 135 ECD centres with some 5 500 children, provided training to 176 ECD teachers/educators, printed and distributed 35 000 copies of child stories, and handed over 17 000 items of stationery. Even when COVID-19 restrictions require ECD centres to close, the centres continue to distribute learning materials and food.

FEEDING AND NUTRITION

In May, DWN designed a cash-based feeding programme for 135 ECD centres in Windhoek, with more than 5 500 children. With generous support from FRB, bank accounts were opened for all centres, and debit cards issued. Cash is now being sent to ECD centres on a monthly basis, with the amount depending on the number of children. The feeding component is funded by UNICEF/EU.



Teacher/parents committees are formed in all ECD centres, and the committees are provided with detailed nutritional guidance and how to record expenditures. A DWN monitoring team visits each centre several times per week, checks on the nutritional value of weekly feeding plans, expenditure recording and hygiene. The accounting component of this activity has been closely designed with DWN's chartered accountant.

Making a feeding programme cash based is much more cost efficient than food distribution, where large amounts are usually spent on transport and logistics. A cash-based system is also easily scalable and can be expanded to other areas (in Windhoek) and regions.

An unexpected secondary effect of the feeding programme was also observed: with a meal to receive, there is a much higher tendency for parents to keep their children enrolled during lockdowns and continue paying the monthly fee, therefore sustaining ECD teacher's livelihoods.



TEACHER TRAINING

Since late April, DWN has implemented 16 ECD teacher trainings for 775 teachers/educators across Namibia. Weekly trainings will resume as soon as lockdown measures allow, for a total of some 750 teachers. The training materials are fully aligned with government ECD guidelines, and have been developed by DWN staff and private sector ECD experts.



PARENT WORKSHOPS

Parent support workshops were developed that engage parents on the importance of holistic child development, positive discipline, and conscious parenting. These workshops have been attended by 194 parents thus far, and will be re-initiated as soon as lockdown measures are eased.

LEARNING MATERIALS & STATIONARY

Many children in informal settlements have limited access to storybooks. DWN has printed 33 500 copies of stories adapted from the African Storybook Project. These stories have been printed and distributed in English, Oshindonga, Otjiherero, and siLozi and are accompanied by home-based learning activities.

More than 17 000 items of stationery have been distributed to ECD centres including paper, crayons, paint, paint brushes, scissors and glue. These materials allow for expressive, creative learning activities.



STATIONERY MATERIALS DISTRIBUTED

RESPONDING TO COVID-19

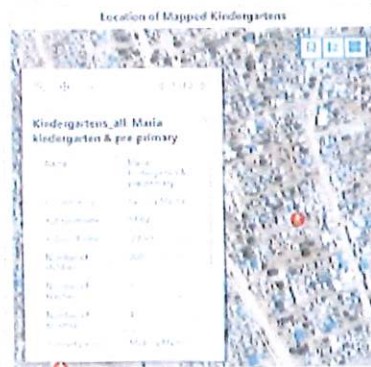
Each teacher of the 229 ECD centres has received two masks and two litres of hand sanitizer. Equally, toilets will be built for 15 ECD centres in Windhoek, and tippy taps installed where they do not yet exist.



GIS MONITORING

All ECD centres are registered with a GPS position and can be viewed online on DWN's datahub: <https://development-workshop-data-hub-dwn.hub.arcgis.com/>

Information on the ECD centres is continuously updated. By clicking on an ECD centre in the online app, all information of that specific centres pops up in a window.



11.1.19 **ALLOCATION OF LAND TO MS HELVI MUPUPA**
(C/M 2021/08/30 - 14/2/1/2, 16/1/4/2/1/14)

Special Management Meeting of 19 August 2021, Addendum **5.8**
page **20** refers.

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

1. **Introduction**

This item relates to the submission regarding the performance report of the 4 developers who signed joint venture agreements (under separate cover).

On **27 June 2019** under item 11.1.19 Council committed to consider Ms H Mupupa for allocation should one of the joint venture agreement developers fail to perform.

It is proposed to Council to cancel the agreements of the two non-performing developers, but it is unlikely that the two companies will accept the cancellation without legal action being instituted against Council.

Quoted below Council's resolution passed on **27 June 2019** under item 11.1.19:

(a) *That the Management Committee resolution passed on 23 May 2019 under item 5.7 be repealed.*

(b) *That Ms H Mupupa replaces one of the non-performing developers which were allocated land as per the Action Plan approved by Council on 31 May 2019 under item 11.1.25 and on 22 November 2018 under item 11.1.35.*

(c) *That it be noted that the application of Ms H Mupupa applied for land during 2014 and regarded as an exception based on the directive received from the Ministry of Urban and Rural Development stating that an alternative portion of land be allocated to her. Therefore, although she does not appear on the list of applicants submitted to Council on 30 November 2017, land be allocated to her.*

Council's resolution of **28 November 2019** under item 5.1:

(a) *That Council takes note of the letters received from the Honourable Minister of Urban and Rural Development directing Council to allocated land to Ms H Mupupa.*

(b) *That Council remains with its decision passed on 27 June 2019 under item 11.1.19 as no unserviced land is available.*

(c) *That in addition to point (b), Council commits to allocate a portion of land to Ms H Mupupa based on the instruction by the Honourable Minister of Urban and Rural Development*

Following the above decision another letter was received from Ms H Mupupa and on **30 July 2020** the following decision was passed under item 11.1.22:

That the applicant be informed to wait for the availability of land.

2. **Brief Background regarding the Application by Ms H Mupupa**

On **22 January 2014** Ms H Mupupa applied for the same portion of land which was allocated to Elize Investments (Pty) Ltd (application dated **28 May 2010**). The letter of Ms H Mupupa is **attached as Annexure "A"**.

Ms H Mupupa was unhappy about the allocation of land to Elize Investments (Pty) Ltd and addressed her concerns to the Ministry of Urban & Rural Development.

Following various discussions and presentations, the letters dated **07 and 14 November 2019** was received from the Ministry of Urban & Rural Development directing Council to allocate suitable land to Ms H Mupupa (**attached as Annexure "B"**).

3. **Discussion**

Taking into consideration the letters dated **07 and 14 November 2019** received from the Ministry of Urban & Rural Development and Council's commitment under item 11.1.19 of **27 June 2019**; Ms Helvi Mupupa must be considered as a priority for the allocation of an available township for development.

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

RECOMMENDED:

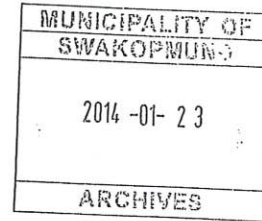
- (a) That Council approves the sale of 50 Erven in Extension 25 to Ms Helvi Mupupa in terms of the directive received from the Ministry of Urban and Rural Development dated 07 and 14 November 2019 and Council's decision passed on 27 June 2019 under item 11.1.19 and 28 November 2019 under item 5.1.
 - (b) That the remainder of the erven be offered to Husab Mine for the construction of houses for their employees.
 - (c) That the price for erf be determined as follows:
N\$110pm³ (2016 price) + escalation @5%+25%=N\$180.00pm³
 - (d) That Ms H Mupupa submit proof of ability to finance the project within three (3) months of this Council resolution.
-

ANNEXURE "A"

4
Helvi Mupupa
email:helvi04@yahoo.com
P.O Box 3939,Swakopmund

HS ✓ -na
HS 18
Cellphone:0813789008

8



The Chief Executive Officer
Municipality of Swakopmund

22.01.2014

Re: Application for Land-Mondesa

Dear Sir,

I am an Estate Agent based here in Swakopmund. I sell and rent out properties mainly in Mondesa and Tamariskia. I have been noticing that houses in these two markets that I have serving are increasingly becoming scarce and unaffordable. The reason being that there has been limited new developments to cater for this market. Here I m referring to properties between N\$250,000 to N\$500,000. It is against this background that I am writing this letter in order to request council to allocate me a piece of undeveloped land in Mondesa as indicated in the map attached.

The area in question will b suitable for Mixed use residential development in order to provide affordable housing to the low to middle income groups and also to bring basic amneties closer to the people.

I look forward to a positive response and also welcome an invitation to discuss the contents of this letter in person if necessary.

Thank you,

Yours faithfully,

Helvi Mupupa
Helvi Mupupa

Letter received 23.01.14

ANNEXURE "B"



Republic of Namibia

Ministry of Urban and Rural Development

Enquiries: F. Andreas
Tel: (+264+61) 297-5286
Fax: (+264+61) 297-5305

Government Office Park
Luther Street

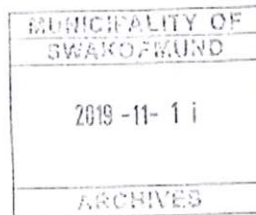
Private Bag 13289
Windhoek, Namibia

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

Date: 7 November 2019

OFFICE OF THE MINISTER

Your Worship, Cllr. Paulina Nashilundo
Mayor of Swakopmund Municipality
P.O. Box 53
SWAKOPMUND



Dear Honourable Nashilundo

FOLLOW-UP ON THE OBJECTION AGAINST THE SALE OF A PORTION OF PORTION 5 OF SWAKOPMUND TOWN AND TOWNLANDS TO ELIZE INVESTMENTS (PTY) LTD (MS MUPUPA)

My letter to you on the afore-mentioned subject matter dated June 2019 (a copy hereto attached) has reference, which (paragraph 2) read as follows:

"That Council must allocate an alternative piece of land that meets the developmental needs of Ms Mupupa as submitted and to be approved by Council as per the conditions to be determined by Council."

It has come to my attention that the Council has no yet resolved Ms Mupupa's case (allocation of an alternative piece land). The Municipal Council is hereby requested to furnish me an update on the action, if at all, that it has taken to resolve this matter. It will be appreciated if I can receive your response latest by 11 November 2019.

Please accept, Your Worship, the assurances of my highest consideration.

Yours Sincerely,

DR. PEYA MUSHIENGA, MP
MINISTER



CC: Ms Hevi Mupupa

All official correspondence must be addressed to the Executive Director



Republic of Namibia

Ministry of Urban and Rural Development

Enquiries: Mr. L.D. Uyepa
Tel: (+264+61) 297-5285
Fax: (+264+61) 297-5096

Government Office Park
Luther Street

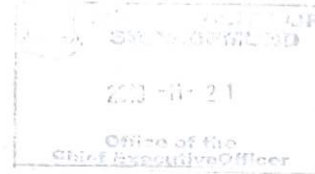
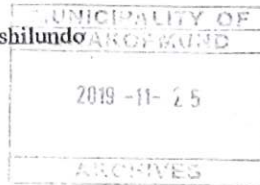
Private Bag 13289
Windhoek, Namibia

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

Date: 14 November 2019

OFFICE OF THE MINISTER

Her Worship, Cllr. Paulina Nashilundo
Mayor
Municipality of Swakopmund
P. O. Box 53
SWAKOPMUND



Dear Honourable Nashilundo,

SUBJECT: FOLLOW-UP ON THE OBJECTION AGAINST THE SALE OF A PORTION OF PORTION 5 OF SWAKOPMUND TOWN AND TOWNLANDS TO ELIZE INVESTMENTS (PTY) LTD (MS. MUPUPA)

1. Receipt of your letter dated 11 November 2019 on the above subject matter is hereby acknowledged with appreciation.
2. After careful perusal of your Council's response, particularly with reference to paragraph 2 of the response letter, I hereby direct the Swakopmund Municipal Council as follows:
 - a) that Council should identify a specific portion of land (among the list under paragraph 3.1 of your response letter or any other portion) and allocate such a portion of land to Elize Investments (Pty) Ltd (Ms. Mupupa) on or before 15th December 2019, and communicate such a decision to my office on or before this deadline date.
 - b) failure to comply with the above directive will leave me with no option than to take other appropriate action in this regard.

All official correspondence must be addressed to the Executive Director

3. Please accept, Your Worship, the assurances of my highest consideration.

Yours Sincerely,


DR PEYA MUSHELENGA, MP
MINISTER

Cc: Ms. Helvi Mupupa

11.1.20 **MATSI INVESTMENT (PTY) LTD: INCOME GROUP**
(C/M 2021/08/30 - 14/2/1/2, 16/1/4/2/1/14)

Special Management Meeting of 19 August 2021, Addendum **5.9**
page **20** refers.

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

1. Introduction

On **22 November 2018** under item 11.1.35 Council approved the development of Extension 13 Matutura by Matsi Investment (Pty) Ltd (cc at the time). It was not stated what income group the developer should cater for.

This was noted by Council's conveyancer when compiling the joint venture agreement for signing.

Taking into consideration the approval by Council on **31 May 2018** under item 11.1.25 of various private developers, the level of income for Matsi Investment (Pty) Ltd was based on the trend of the other developments in the northern townships, and indicated as being **Medium Income** between N\$500 000.00 and N\$800 000.00.

☞ This item is therefore submitted to Council to ratify the administrative action of indicating the development as **Medium Income** being earmarked by the development of Matsi Investment (Pty) Ltd. This action was taken not to delay the signing of the joint venture agreement.

2. Council's Decision for the Allocation of Extension 13, Matutura

Quoted below is Council's resolution passed on **22 November 2018** under item 11.1.35:

- (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.*

Below is a summary of the allocations approved on **31 May 2018** under item 11.1.25 on which the action is based to classify the development of Extension 13, Matutura as **Medium Income** (not less than N\$500 000.00, but not more than N\$8 00 000.00).

Summary:

	<i>Extension</i>	<i>Income Group</i>	<i>% Single Residential Erven to be returned</i>	<i>Minimum / Maximum Price excluding the Cost of the Land</i>
1	<i>Ext 3, Mat</i>	<i>Medium Income</i>	<i>Minimum of 33.33% of single residential erven (total number 271)</i>	<i>Not less than N\$500 000.00, but not more than N\$800 000.00.</i>
2	<i>Ext 4, Mat</i>	<i>Medium Income</i>	<i>Total number of single residential erven 31. Due to low number none will be returned to Council.</i>	<i>Not less than N\$500 000.00, but not more than N\$800 000.00.</i>

	<i>Extension</i>	<i>Income Group</i>	<i>% Single Residential Erven to be returned</i>	<i>Minimum / Maximum Price excluding the Cost of the Land</i>
3	<i>Ext 5, Mat</i>	<i>Medium Income</i>	<i>No single residential erven.</i>	<i>Not less than N\$500 000.00, but not more than N\$800 000.00.</i>
4	<i>Ext 13, Mat</i>	<i>Not specified</i>	<i>Only allocated 48 single residential erven.</i>	<i>Not specified.</i>
5	<i>Ext 24, Swk</i>	<i>Low Income</i>	<i>Minimum of 40% of single residential erven (total number 240)</i>	<i>Not less than N\$150 000.00, but not more than N\$250 000.00.</i>
6	<i>Ext 25, Swk</i>	<i>Low Income</i>	<i>30% of single residential erven (total number 173)</i>	<i>Not less than N\$150 000.00, but not more than N\$250 000.00.</i>
7	<i>Ext 38, Swk</i>	<i>Medium Income</i>	<i>Minimum of 40% of single residential erven (total number 198)</i>	<i>Not less than N\$500 000.00, but not more than N\$800 000.00.</i>
8	<i>Matutura Proper</i>	<i>Medium Income</i>	<i>Minimum of 33.33% of single residential erven (total number 214)</i>	<i>Not less than N\$500 000.00, but not more than N\$800 000.00.</i>

Attached is a map indicating Extension 13, Matutura.

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

RECOMMENDED:

- (a) That the Council takes note that its resolution of 22 November 2018, under item 11.1.35 does not state the income group for which Matsi Investment (Pty) Ltd must cater for the development of Extension 13, Matutura.
 - (b) That the action whereby the classification of “*Medium Income*” (not less than N\$500 000.00, but not more than N\$800 000.00), was allocated based on the allocations approved on 31 May 2018 under item 11.1.25, be confirmed and ratified.
 - (c) That it be noted that the above action was taken in order not to delay the signing of the joint venture agreement.
 - (d) That conditions of the joint venture agreement is the same as those approved by Council for the other developments approved on 31 May 2018 under item 11.1.35.
-

11.1.21 **RESUBMITTED: WELWITCHIA HEALTH TRAINING CENTRE (PTY) LTD**
(C/M 2021/08/30 - E 3342)

Special Management Meeting of 19 August 2021, Addendum **5.10**
page **20** refers.

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

1. **Introduction**

The purpose of this submission is to report on the progress of the transaction for the establishment of a university on Erf 3342, Swakopmund by Welwitchia Health Training Centre (Pty) Ltd and to amend point of the Council resolution regarding the number of days for the submission of lay-out/building plans.

2. **Current Status**

27 May 2021 : Council approved the allocation of Erf 3342, Swakopmund to Welwitchia Health Training Centre (Pty) Ltd.

29 June 2021 : The Ministry of Urban and Rural Development granted approval to proceed with the sale.

30 June 2021 : EnsAfrica, one of Council's conveyancers were requested to compile an agreement for the sale and development of Erf 3342, Swakopmund (attached a copy of the letter as **Annexure "A"**).

12 July 2021 : A letter attached as **Annexure "B"** was issued to the developer reminding them of the timelines to comply with.

27 July 2021 : A virtual meeting was held with representatives of Welwitchia Health Training Centre (Pty) Ltd regarding the status and requirements of the transaction.
It was pointed out that it is not possible to comply with point (f) of the Council resolution of 27 May 2021 by submitting layout/building plans by 27 September 2021 (90 days from approval by the Ministry of Urban and Rural Development).

3. **Amendment of Council's Resolution passed on 27 May 2021 under item 11.1.8**

For ease of reference Council's resolution is quoted below.

In order to be reasonable considering the magnitude of the development, it is proposed that point (f) of the resolution be amended as follows:

Current wording:

(f) *That Welwitchia Health Training Centre (Pty) Ltd submits layout / building plans of the entire project to Engineering and Planning Services Department for approval as required within 90 days of the approval of the sale by the Ministry of Urban & Rural Development.*

Amended wording:

(f) *That Welwitchia Health Training Centre (Pty) Ltd submits layout / building plans of the entire project to Engineering and Planning*

Services Department for approval as required within 90 days of the date of signing the agreement by the last party signing.

Complete resolution quoted below:

- (a) *That Council approves the allocation of Erf 3342, Extension 9, Swakopmund to Messrs Welwitchia Health Training Centre (Pty) Ltd for the development and management of a tertiary institution measuring approximately 32 500m² and at a development cost of approximately N\$977 355 000.00; as per their development proposal received on 26 March 2021.*
- (b) *That Messrs Welwitchia Health Training Centre (Pty) Ltd presents their Project Plan to the Management Committee, on a date to be determined by the Chief Executive Officer.*
- (c) *That the purchase price be confirmed as N\$4 929 760.00, less 15% incentive, should the project be completed within the projected timelines.*
- (d) *That the conditions of sale be as per the invitation for development proposals under Notice 08/2021.*
- (e) *That approval be given that the 3 faculty buildings and 1 student accommodation building be completed by 30 June 2027.*
- (f) *That Welwitchia Health Training Centre (Pty) Ltd submits layout / building plans of the entire project to Engineering and Planning Services Department for approval as required within 90 days of the approval of the sale by the Ministry of Urban & Rural Development.*
- (g) *That the proposals received from the following applicants not be considered as they did not submit their development proposals on time:*
 - *AfriSay Vocational Training Centre*
 - *Ndatara Survey (Pty) Ltd (Swakopmund Institution of Technology)*

The issue of the building height of the development was also briefly discussed during the presentation of 27 July 2021, however that will be dealt with by the Engineering & Planning Services Department separately.

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

RECOMMENDED:

- (a) **That Council takes note of the progress with regard to the sale and development of Erf 3342, Swakopmund to Welwitchia Health Training Centre (Pty) Ltd.**
- (b) **That point (f) of Council's resolution passed on 27 May 2021 under item 11.1.8 be amended as follows:**

Current wording:

- (f) *That Welwitchia Health Training Centre (Pty) Ltd submits layout / building plans of the entire project to Engineering and Planning Services Department for approval as required within 90 days of the approval of the sale by the Ministry of Urban & Rural Development.*






Amended wording:

- (f) ***That Welwitchia Health Training Centre (Pty) Ltd submits layout / building plans of the entire project to Engineering and Planning Services Department for approval as required within 90 days of the date of signing the agreement by the last party signing.***
-

ANNEXURE "A"**MUNICIPALITY OF SWAKOPMUND**

Ref No: E 3342

Enquiries: Ms A Uushona

 (064) 4104216
 (064) 4104208
 53 Swakopmund
 NAMIBIA
 www.swkmun.com.na
 auushona@swkmun.com.na

30 June 2021

Messrs ENSafrica Namibia
 P O Box 2934
 Swakopmund

Dear Sir / Madam

SALE OF ERF 3342, EXTENSION 9, SWAKOPMUND TO WELWITCHIA HEALTH TRAINING CENTRE (PTY) LTD.

The abovementioned refers.

As an urgent matter, please compile an agreement for the sale, phased development and management of Erf 3342, Ext 9, Swakopmund to Welwitchia Health Training Centre (Pty) Ltd.

Following an invitation for development proposals, the above erf was allocated to Welwitchia Health Training Centre (Pty) Ltd in terms of Council's decision passed on 27 May 2021 under item 11.1.8 as follows:

- (a) *That Council approves the allocation of Erf 3342, Extension 9, Swakopmund to Messrs Welwitchia Health Training Centre (Pty) Ltd for the development and management of a tertiary institution measuring approximately 32 500m² and at a development cost of approximately N\$977 355 000.00; as per their development proposal received on 26 March 2021.*
- (b) *That Messrs Welwitchia Health Training Centre (Pty) Ltd presents their Project Plan to the Management Committee, on a date to be determined by the Chief Executive Officer.*
- (c) *That the purchase price be confirmed as N\$4 929 760.00, less 15% incentive, should the project be completed within the projected timelines.*
- (d) *That the conditions of sale be as per the invitation for development proposals under Notice 08/2021.*

All correspondence must be addressed to the Chief Executive Officer

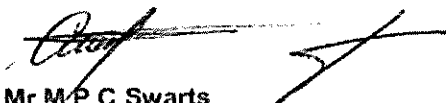
- (e) That approval be given that the 3 faculty buildings and 1 student accommodation building be completed by 30 June 2027.
- (f) That Welwitchia Health Training Centre (Pty) Ltd submits layout / building plans of the entire project to Engineering and Planning Services Department for approval as required within 90 days of the approval of the sale by the Ministry of Urban & Rural Development.
- (g) That the proposals received from the following applicants not be considered as they did not submit their development proposals on time:
- ① AfriSay Vocational Training Centre
 - ② Ndatara Survey (Pty) Ltd (Swakopmund Institution of Technology)

Attached are the following documents:

1. Invitation for Development Proposals.
2. The Proposal received from Welwitchia Health Training Centre (Pty) Ltd.
3. Approval dated 29 June 2021 granted by the Minister of Urban and Rural Development to proceed with the transaction.

Should you require any further information, please contact Ms A Uushona at ☎ 064-4104216.

Yours faithfully



Mr M P C Swarts
GM: Corporate Services & HC

/au

Copy: Messrs Welwitchia Health Training Centre (Pty) Ltd
P. O. Box 99017
Pelican Square
WINDHOEK
10022
nanguhaikali@gmail.com / perdukenim@welwitchia.com.na
+264811296110

Please be reminded of point (f) of Council's resolution passed on 27 May 2021 under item 11.1.8. These plans must be submitted by Monday, 27 September 2021.

ANNEXURE "B"



MUNICIPALITY OF SWAKOPMUND

Ref No: E 3342

Enquiries: Ms A Uushona

(064) 4104216
 (064) 4104208
 53 Swakopmund
 NAMIBIA
www.swkmun.com.na
auushona@swkmun.com.na

12 July 2021

Welwitchia Health Training Centre (Pty) Ltd
 P. O. Box 99017
 Pelican Square
 WINDHOEK
 10022

nanguhaikali@gmail.com / pendukenim@welwitchia.com.na
 264811296110

Dear Sir / Madam

SALE OF ERF 3342, EXTENSION 9, SWAKOPMUND TO WELWITCHIA HEALTH TRAINING CENTRE (PTY) LTD.

The abovementioned refers.

Please take note of the following:

1. On 27 May 2021 under item 11.1.8 Council approved the allocation of Erf 3342, Swakopmund to Welwitschia Health Training Centre (Pty) Ltd as per resolution quoted below:
 - (a) That Council approves the allocation of Erf 3342, Extension 9, Swakopmund to Messrs Welwitchia Health Training Centre (Pty) Ltd for the development and management of a tertiary institution measuring approximately 32 500m² and at a development cost of approximately N\$977 355 000.00; as per their development proposal received on 26 March 2021.
 - (b) That Messrs Welwitchia Health Training Centre (Pty) Ltd presents their Project Plan to the Management Committee, on a date to be determined by the Chief Executive Officer.
 - (c) That the purchase price be confirmed as N\$4 929 760.00, less 15% incentive, should the project be completed within the projected timelines.

All correspondence must be addressed to the **Chief Executive Officer**

- 2 -

- (d) That the conditions of sale be as per the invitation for development proposals under Notice 08/2021.
- (e) That approval be given that the 3 faculty buildings and 1 student accommodation building be completed by 30 June 2027.
- (f) That Welwitchia Health Training Centre (Pty) Ltd submits layout / building plans of the entire project to Engineering and Planning Services Department for approval as required within 90 days of the approval of the sale by the Ministry of Urban & Rural Development. } The Ministry of Urban & Rural Development approved the allocation on 29 June 2021, therefore these plans must be submitted by Monday, 27 September 2021.
- (g) That the proposals received from the following applicants not be considered as they did not submit their development proposals on time:

- ① AfriSay Vocational Training Centre
 ② Ndatara Survey (Pty) Ltd (Swakopmund Institution of Technology)

2. On 29 June 2021 approval was granted by the Ministry of Urban and Rural Development to proceed with the transaction.
3. On 30 June 2021 ENSafrica was instructed to compile an agreement for the sale, development and management of Erf 3342, Swakopmund
4. You are in the meantime urged to secure the payment of the purchase price as per the invitation for development proposals document, page 6 (quoted below):

5.3 Method of Payment

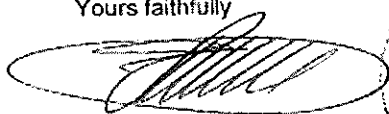
The full purchase price is payable on date of sale, which is the date of signing the deed of sale; or it may be secured by a bank guarantee payable on date of transfer.

Alternatively, the purchase price plus interest calculated at the prime lending rate of Council's bank in 24 equal monthly instalments. (approved by Council under item 11.1.2 on 31 May 2016)

5. Regarding point (b) of the above resolution, a date will be confirmed and communicated with you shortly.

Should you require any further information, please contact Ms A Uushona at ☎ 064-4104216.

Yours faithfully



Mr A Platjé
 Acting GM: Corporate Services & HC

/sb



Copies:

GM: Eng & Planning Services
 ☞ please take note of point (f) above.

GM Finance
 ☞ please issue a tax invoice for the purchaser.

- 11.1.22 **FUTURE SALE OF ERF 10033, SWAKOPMUND**
 (C/M 2021/08/30 - E 10033, E 342 M4, E 343 M4, E 366 M4,
 E 367 M4, E 368 M4; E 4908, E 4909, E 4910,
 4908)

Special Management Meeting of 19 August 2021, Addendum 5.11
 page **20** refers.

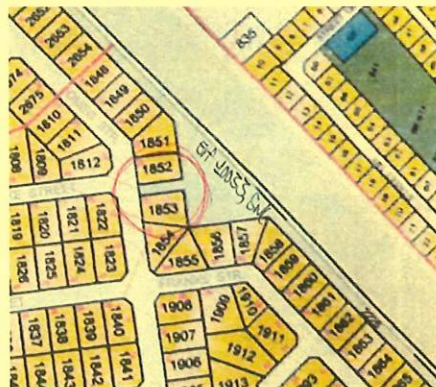
A. The following item was submitted to the Management Committee for consideration:

1. Introduction

The purpose of this submission is to reconsider the future sale of Erf 10033, Swakopmund (formerly part of Erf 2226) and the implementation of a temporary measure such as the construction of a wall to avoid the panhandle of the erf being used a thoroughfare.

The attached letter dated **25 August 2020 (Annexure "A")** was received from concerned residents staying adjacent to and in the vicinity of Erf 10033, Swakopmund. Engineering & Planning Services confirmed on **29 June 2021** that the erf can be sold as no major services cross the erf.

The location of Erf 10033 is indicated below (a detailed map is attached).



Erf 10033, Swakopmund was created by the subdivision of Erf 2226, Swakopmund, the erf is zoned "General Residential 2" and measures 3 923m².

A manhole is located in the panhandle and it will be required to register a servitude in favour of Council to have access to the manhole if blockages occur and to prevent construction of structures over the pipeline.

2. Sale of Erf 10033, Swakopmund

On **31 October 2019** Council approved the sale of the erf by public sale (resolution attached as **Annexure "B"**) at an upset price of N\$950.00 / m² plus N\$ 145 086.32 (statutory costs for subdivision) i.e. N\$ 950.00 / m² x 3 923 m² = N\$ 3 726 850.00 + N\$ 145 086.23 = **N\$3 871 936.23**. The erf diagram is attached as **Annexure "C"**.

Since it is costly to only publish and arrange for the sale of 1 erf, it is proposed that the sale of Erf 10033, Swakopmund be combined with the following sales out of hand on a first come first served basis as resolved by Council on **29 April 2021** under item 11.1.15, point (b) (quoted below):

- (b) *That Erf 4908 be added to the following list which will be sold out of hand as per Council Resolution of 28 January 2021, under item 11.1.19:*

	Erf #	Size	Purchase Price Calculated at N\$950.00/m ²
1	366	3 406	3 235 700.00
2	367	3 829	3 637 550.00
3	4909	5 141	4 883 950.00
4	4910	4 119	3 913 050.00
5	4908	2 034	1 932 300.00

The purchase prices of these 6 erven are all determined at N\$950.00 / m².

3. Closure of the Thoroughfare / Panhandle

As per the letter received from the concerned residents and reports by Neighbourhood Watch on their face book page, the area is rife with criminal activity which affects the standard of living, safety of persons and property of the residents.

It is therefore necessary that the Engineering & Planning Services urgently physically closes the thoroughfare.

The formal closure of the area as a public open space as required in terms of section 50 of the Local Authorities Act 23 was formally attended to by the town planner when the portion was subdivided from Erf 2226, Swakopmund and rezoned to "General Residential 2".

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

RECOMMENDED:

- (a) That point (e) of Council's resolution passed on 31 October 2019 under item 11.1.8 be repealed and Erf 10033, Swakopmund be sold out of hand together with the 5 erven approved on 29 April 2021 under item 11.1.15 at a purchase price of N\$ 3 871 936.23.
- (b) That the conditions of sale be the same as approved by Council on 28 January 2021 under item 11.1.19 for the sale of the 5 erven above, i.e.:
- (i) *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).*
 - (ii) *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.*
 - (iii) *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.

- (iv) 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.*
 - (v) That the purchasers be cautioned that due to point (iv) above the transactions might not be approved and / or may be subject to lengthy delays.*
- (c) That access to Erf 10033, Swakopmund only be from Omeg Street.**
-

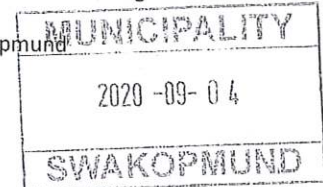
ANNEXURE "A"

19-03-08-2026

E 2026

25 August 2020

To the Office of the C.E.O. of the Municipality of Swakopmund

Closing of Corridor on Erf 2226

Dear Sir,

On behalf of the Omeg and Franke Street community in Vineta, we would kindly like to bring to your consideration our plight to have a certain public space, viz. Erf 2226, closed to pedestrian movement, as it has already been closed to vehicular movement thanks to the municipality.

Reasons for our demand to have it closed are as follows.

1. Security.

There is highly increased and uncontrolled pedestrian movement right next to our properties at all odd hours of the day and night. With low walls and no electric fences, it is particularly risky to leave or forget any valuable or perceived valuable objects in the yard, not to mention objects in our cars, which unfortunately disappear too often for our liking. Furthermore, children can not safely play in the yard without being accosted by strangers begging or soliciting certain amenities or services. Having to constantly be vigilant and keep an eye on our children playing in our own yards, especially with the early dusk hours of winter is not conducive to a healthy childhood or sane parenting. This is further compounded with the lack of street lighting in a chokehold passage creating an ideal ambush point and escape route for muggers not covered by CCTV footage.

2. Health and Hygiene.

As with all movement of pedestrians there comes the accompanying reality of pollution, be it physical littering or air pollution by smokers, who are only too happy to leave their cigarette buds wherever they see fit. Rubbish dumping is constantly observed in that area. The municipality can only be commended for doing a great job in removing most of the rubbish. However, the accumulation of leftover food and building material is piling up and allowing an ideal habitat for pest infested rodents like mice to plague us. Our cats can't keep up anymore and have to be inoculated for diseases carried by the mice and their faeces.

Rodent faeces is still the least unpleasant odour there in the mix of dog and cat waste, as human excrement, which I will call number one and number two to keep it formal, perfumes the passageway and attracts dust mites to leave an unwanted pungent aroma. It is unfortunate that young girls have to see grown men relieve themselves right next to where they are playing.

Another unnecessary downside of the corridor is the ease in which bin pickers navigate our neighbourhood to accomplish their plunder, leaving behind undesired debris right next to the bins, which defies logic. Broken bottles with sharp glass pieces, razor blades etc. do not give us or our children safe terrain when walking barefoot or in slippers.

3. Noise

As mentioned already above, the corridor in question has previously been closed to cars, it is nevertheless still passable to two wheeled motorbikes with loud exhausts. As technology brings us

the best, it also brings us portable loudspeakers that play music, which could better be described as a rhythmic racket polluting the ambience set by singing birds and crashing waves normally associated with a beach town.

4. Wind Corridor

Added to the above is the fact that the corridor funnels and channels the customary east winds, creating a fan effect to the downwind Erven, resulting in more dust and detritus settling in on the properties as usual.

5. Property Value Loss

The corridor is not just of no positive value to us, but is in actual fact a negative influence on property values when one considers the aesthetics of it and the above reasons. Attached to this letter please find pictures of the corridor in question.


Having given our reasons to have the corridor closed, we propose the following as a solution.

1. We temporarily close the corridor according to Municipal standards at our own cost until such a time the Municipality of Swakopmund develops or re-zones the portion to a developer who will close the portion off completely.
2. We pay the Municipality to close the corridor until it decides to further develop it further by closing the portion off completely.
3. The Municipality sells the portion to an adjacent or both adjacent Erven who then commit to closing the corridor.

Please find below the signed document from the affected and concerned properties.

We write this with the full confidence in your competency and that you will act swiftly and with fidelity.

Above all we thank you for your service.

 0813065942
Yours sincerely


Omeg and Franke Street Community


P. p. Alfred Schultz 77 Franke Street


P.O. Box 7271 Swakopmund

email. schultz_alfredo@yahoo.co.uk





Erf 1852 M.M. JONAS  0811224441

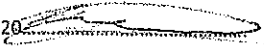
Erf 1853 T. Pesch  0811599375

Erf 1851 Engelbrecht. 0816017308. 

Erf 1812 J.F. Lett 081149056

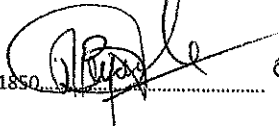
Erf 1822 L. Koopman 0818115521

Erf 1821  0812048129.  0813065942

Erf 1820 

Erf 1811 

Erf 1849.....

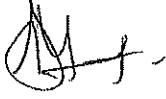
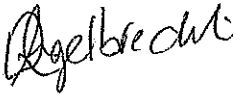

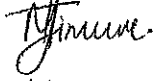



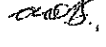

Erf 1850  0811406609

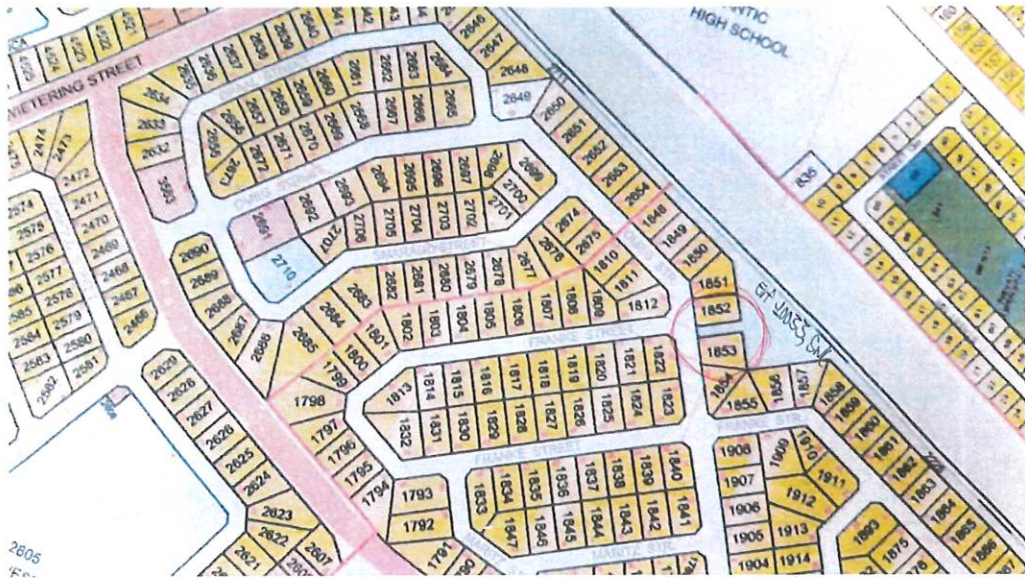
Erf 1809.....

Erf 1808 P.T.O.....

Erf 2680.  0816164421

PTO →

- Erf 1824... L. E. Mouton 
0811501590
- Erf 1825... Q. Engelbrecht 
0812750372
- Erf 1823 ~~BN~~ LEONARD 
0813361085
- Erf 1838 Metumu Jimune 
- Erf 1840 C. Muzaw 
0813344055
- Erf 1854 Dominicus 
- Erf 1907 Schneider 
- Erf 1807 Aubrey Breen 
- Erf 1808 CHARMAINE VAN DER RIET 081176 
3466
- Erf 1817 Albertus + Dinza Belie 0813491190




ANNEXURE "B"**11.1.8 ERF 10033, (A PORTION OF ERF 2226), SWAKOPMUND: ALLOCATION TO BLAKE ONE PROPERTY DEVELOPMENT (PTY) LTD**

(C/M 2019/10/31 - E 10033)

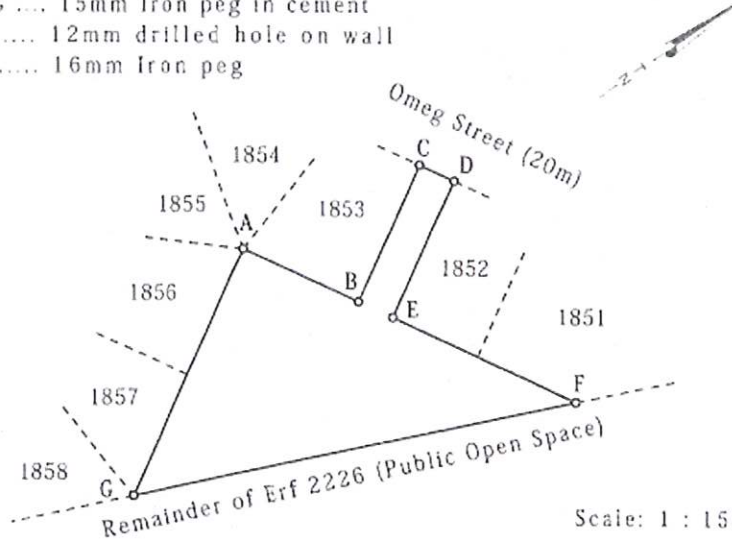
RESOLVED:

- (a) That Council takes note that Messrs Blake One Property Development (Pty) Ltd did not accept the offer by Council in writing and that the required deposit was not paid by 02 January 2019 as required in terms of the Council resolution passed on 27 September 2018 under item 11.1.14.
 - (b) That Council grants Messrs Blake One Property Development (Pty) Ltd time until 30 November 2019 to pay the required deposit in terms of Council's decision passed on 27 September 2018 under item 11.1.4 point (f).
 - (c) That should Messrs Blake One Property Development (Pty) Ltd not perform as per point (b) above, the transaction be cancelled.
 - (d) That Council remains with the purchase price in the amount of N\$950.00/m² (N\$3 726 850.00) approved on 27 September 2018 under item 11.1.14 plus the statutory costs in the amount of N\$145 086.32.
 - (e) That in case of the cancellation of the transaction, Council sells the erf by closed bid sale on a date to be determined at the price approved by Council on 27 September 2018 as N\$950.00/m² and additional costs incurred; and subject to the conditions approved.
-

ANNEXURE "C"

APPROVED		No.A 63/2019		
 01 APR 2019 for SURVEYOR-GENERAL				
SIDES metres	ANGLES OF DIRECTION	CO-ORDINATES Y System: Lo 22/15 X		Designation
		Constants	0.00	0.00
A B	34.00 239.09.20	A	+47 489.51	+72 028.80 1856b
B C	40.00 149.09.20	B	+47 460.32	+72 011.37 1853c
C D	10.00 239.09.20	C	+47 480.83	+71 977.03 1853b
D E	40.00 329.09.20	D	+47 472.24	+71 971.90 1852a
E F	54.08 239.09.20	E	+47 451.73	+72 006.24 1852d
F G	121.57 22.56.20	F	+47 405.30	+71 978.51 1851d
G A	71.83 149.09.20	G	+47 452.68	+72 090.47 1858b
		⊕	+48 060.13	+71 817.92 RM25
		⊕	+47 975.21	+71 798.77 RM59

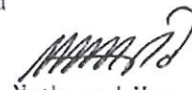
BEACON DESCRIPTIONS
 B,D,F,G 15mm Iron peg in cement
 C 12mm drilled hole on wall
 A,E 16mm Iron peg



Scale: 1 : 1500

The figure A B C D E F G
 represents 3923 square metre of land being
 Erf 10033 (Formerly Public Open Space)
 (a Portion of Erf 2226 (Public Open Space))
 Swakopmund Extension 1

Situated in the Municipal Area of Swakopmund
 Registration Division G, Erongo Region
 Republic of Namibia


 Nathanael Hangula
 Professional Land Surveyor

Surveyed in December 2018 by me

This Diagram is annexed to No. dated	The original diagram is No.A 62/2019 Transfer No.	S.R. No. E16/2019 Noting Plan: MD-6CA W2, X2
Registrar of Deeds		File: Swa A/1

11.1.23 **RESUBMITTED: PRIVATE TREATY APPLICATION (HAKUNA MUTATA REAL ESTATE CC: ERVEN LOCATED IN EXTENSION 14**

(C/M 2021/08/30 - E 4935; E 4995, E 4996, E 4997, E 4998, E 4999, E 5000, E 5001, E 5003, E 5004, E 5005, E 5006, E 5007, E 5008, E 5009, E 5010, E 5011, E 5012, E 5013)

Special Management Meeting of 19 August 2021, Addendum **5.12** page **20** refers.

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

1. Introduction

An application dated **02 February 2021** was received from Hakuna Matata Real Estate CC applying to purchase 18 erven zoned "single residential" and located in Extension 14. The letter is attached as **Annexure "A"**.

The application was considered by Management Committee on **11 March 2021** and the following decision was passed under item 8.5:

- (a) *That Council accepts the application by Hakuna Matata Real Estate CC on condition that proof of their financial ability to purchase the erven from Council be provided.*
- (b) *That a separate submission be tabled regarding the purchase price and conditions of sale for the 19 erven by private treaty sale.*

Hakuna Matata Real Estate CC was informed of the above decision per letter dated **12 April 2021 (Annexure "B")**. The entity replied per letter dated 22 April 2021 to which a letter from the Development Bank is attached confirming that they will *consider* financing once an agreement is secured and subject to certain criteria (**Annexure "C"**).

The entity also provided a copy of their amended founding statement which is attached as **Annexure "D"**.

The matter is now resubmitted to the Management Committee to consider whether to sell the 18 erven located in Extension 14 to Hakuna Matata Real Estate CC by private treaty. A map indicating the location of the erven is attached as **Annexure "E"**.

2. Background

The 118 erven zoned "*Single Residential*" located in Extension 14 were sold in batches by closed bid sales according to the need determined by the market as resolved by Council on **28 March 2018** under item 11.1.11 (**Annexure "F"**) and on **25 July 2019** under item 11.1.27 (**Annexure "G"**).

Sales were held as follows:

118	:	Total number of erven zoned "single residential" in Extension 14.
42	:	Sold by Closed Bid Sale December 2018
18	:	Sold by Closed Bid Sale October 2019
23	:	Sold by Closed Bid Sale December 2019
1	:	Erf 5002 Sold by Private Treaty for Parking Purposes
16	:	Sold by Closed Bid Sale November 2020

18 : Remaining Erven

Therefore **18 erven** remained unsold. Since these are the last prime erven remaining the number put up for sale is controlled to ensure future income and liquidity as well as to preserve the value of the erven.

Attached as **Annexure "E"** is a map indicating the location of the said erven as well as a map indicating the location of the services for these erven.

3. **Provisions of the Property Policy and Council's Vision & Mission**

In terms of Council's Property Policy, private treaty sales are only considered for extra-ordinary applications. Quoted from Chapter 1:

"For the sale of land by private transaction, Council will only consider exceptional applications or proposals from public initiatives."

Council's vision is to:

"■ To provide and maintain safe, sufficient and affordable services for residents and visitors and promote future development to the benefit of our community."

4. **Ministerial Directive**

Attached as **Annexure "H"** is a ministerial directive dated **4 June 2015** prohibiting the sale of many erven to one entity.

5. **Outcome of the Sales held for the Erven in Extension 14, Swakopmund**

The upset price for all four sales was N\$500.00 / m². The outcome for the sales is summarized below:

	Sale	Number of Erven	Number of Bidders	Price /m ² obtained at the Sale
1	Dec 2018	42 (Erf 4935 remains unsold due to the bidders' list being exhausted Feb 2021).	115	N\$ 810.00/m ²
2	Oct 2019	18	69	N\$ 670.00/m ²
3	Dec 2019	23	80	N\$ 641.00/m ²
4	Nov 2020	16	114	N\$ 690.00/m ²

As can be seen from the number of registered bidders for each sale, there is sufficient demand from the public for the purchase of these erven.

The expected income for the sale of 27 November 2020 is N\$10 026 380.00 of which N\$ 6 942 660.00 was paid by 08 July 2021. Some transactions are still in the process of being transferred.

6. **Recent Applications received with Reference to the 18 Remaining Erven**

Applications were received as follows:

- On **12 July 2018** Ane's Guest House CC applied to purchase Erven 5002, 5003, 5004 and 5005 for parking and the future expansion of the guesthouse. Council approved the sale of only Erf 5002.

- On **02 September 2019** Tara Nawa Computer Software Solutions CC applied to purchase partially in cash and partially by reduction of price on his Tara Nawa product.
- On **29 July 2020** Mr N du Plessis on behalf of Mr M J Amadhila applied to purchase a portion of Erf 4995, Swakopmund to be consolidated with his property (Erf 33, Vogelstrand). Comments from the Engineering Services Department are still outstanding. Once received, a submission will be tabled to the Management Committee.

7. Discussion of the Application

Hakuna Matata Real Estate CC applies to purchase the remaining 18 erven located in Extension 14 for a world-class housing project. The applicant does not indicate a purchase price for these erven or timeline and no concept designs to support this statement.

In addition to the above, Council on **25 February 2021** under item 11.1.4 resolved as follows:

- (e) *That in future developers be screened to determine their financial capabilities to perform and any other matter Council deemed necessary.*

Hakuna Matata Real Estate CC is not the first entity to apply for land. All other applicants were informed that there is no land available, due to the Council resolutions approving the sales by closed bid.

Selling developed "Single Residential" land to a developer will also negatively affect Council's vision of providing affordable land to the public. Hakuna Matata Real Estate CC can sell the erven at much higher prices than what the public would have paid to Council at a closed bid sale and take years to develop them.

Should Council sell the remaining erven at the upset price of N\$500.00 / m² the total income amounts to N\$ 9 818 500.00; and should the erven be sold at the average purchase price of N\$690.00 / m² the total income will amount to N\$ 13 549 530.00.

Therefore, at a purchase price below N\$690 / m² Council will not benefit by selling the erven by private treaty to Hakuna Matata Real Estate CC.

8. Conclusion

The applicant has not provided adequate proof of financial ability. Additionally, there is no indication what the timeline is for this development i.e. whether it will be completed in a shorter time period than Council would have done. There is also no supporting document to illustrate what this "world class" development will look like or what price class it will fall into. In other words the developer may simply speculate with the erven which is no different to what Council would have done.

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

RECOMMENDED:

- (a) That it be noted that the applicant did not provide satisfactory proof of its ability to finance the project.
- (b) That Council remains with its decisions passed to sell the erven zoned "*Single Residential*" located in Extension 14, Swakopmund by closed bid sale as per the Council resolution passed on:
- 28 March 2018, Item 11.1.11.
 - 25 July 2019, Item 11.127.
-

ANNEXURE "A"

6

HAKUNA MATATA REAL ESTATE cc 19-03-08-4995
2009/1929 E 4995
 +264 81 581 3033 to
 vwolmann@gmail.com E 5003
 Snapdragon Street to
 Ocean View E 5013
 Swakopmund



02 February 2021

Mr. Archie Benjamin
 Chief Executive Officer
 Swakopmund Municipality
 Swakopmund, Namibia



ATT: Mr. A Benjamin

RE: Proposal to Purchase of 18 Erven from 4995 to 5001 and 5003 to 5013 Extension 14, Swakopmund

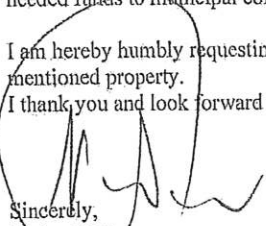
We are fully Namibian owned and managed company with an intention to bring economic empowerment and help Swakopmund recover economically from the adverse effects of the COVID-19 pandemic. Its main objective is to help Namibian Local Authorities deliver adequate, well-constructed housing for the community and Namibia at large.

We are aware of the current backlog in the housing sector, effecting the and this has also become a priority for government. We would like formally apply to purchase of **18 Erven, from erf 4995 to erf 5001 and erf 5003 to erf 5013 Extension 14, Swakopmund**, to be able to deliver a world-class housing project that would uphold and maintain the Excellence that Swakopmund is known for.

For the Local Authorities this shows tangible deliverables and will show the communities that we are working on eradicate and improve the current economic situation and the dedication of the Municipality in the attempt to revive the economy, bring more job opportunities to the people of Swakopmund and to bring some much needed funds to municipal coffers to allow for more implementation of necessary capital projects.

I am hereby humbly requesting the opportunity to allow Hakuna Matata Real Estate to purchase the above mentioned property.

I thank you and look forward to hearing from you.

Sincerely,

 Vivian Wolmann
 Business Development Manager
 +26481 581 3033

ANNEXURE "B"



MUNICIPALITY OF SWAKOPMUND

Ref No: E 4995, E 4996, E 4997, E 4998, E 4999,
E 5000, E 5001, E 5003, E 5004, E 5005,
E 5006, E 5007, E 5008, E 5009, E 5010,
E 5011, E 5012, E 5013

(064) 4104212
(064) 4104208
53 Swakopmund

NAMIBIA

www.swkmun.com.na
sbruwer@swkmun.com.na

Enquiries: Ms S Bruwer

12 April 2021

Hakuna Matata Real Estate CC
vwolmann@gmail.com

Dear Sir

PROPOSAL TO PURCHASE 18 ERVEN FROM 4995 TO 5001 AND 5003 TO 5013,
EXTENSION 14

Your letter dated 02 February 2021 and our reply dated 19 February 2021 regarding the
abovementioned refer.

Please take note that on 11 March 2021 the Management Committee passed the following
resolution under item 8.5:

- (a) That Council accepts the application by Hakuna Matata Real Estate CC on condition that proof of their financial ability to purchase the erven from Council be provided.
- (b) That a separate submission be tabled regarding the purchase price and conditions of sale for the 19 erven by private treaty sale.

Although no purchase price was approved, the average price obtained at the latest sale of erven in Extension 14 on 27 November 2020 amounts to N\$690.00/m². Calculated on the size of the erven you apply for the combined purchase price amounts to N\$ 13 549 530.00.

⇒ Once proof of financing is received from you, point (b) of the above resolution will be attended to.

Please confirm on / before Friday, 23 April 2021 whether you intend to pursue the above application.

Should you have any further enquiries, please do not hesitate to contact Ms S Bruwer at ☎ 064-4104212.

Yours faithfully

Mr MPC Swarts
General Manager: Corporate Services & HC

/sb

ANNEXURE "C"**HIKUNA MATATA REAL ESTATE cc****2009/1929**

+264 815813033

ywolmann@gmail.com

Snapdragon Street

Ocean View

Swakopmund



22 April 2021

Dear Ms Bruwer

RE: Proposal to Purchase 18 Erven from 4995 to 5001 and 5003 To 5013, Extension 14

We herewith confirm our intention to pursue the above-mentioned application.

Attached please find a funding letter from the Development Bank of Namibia (DBN) to demonstrate our access and ability to fund the transaction.

Yours faithfully

Original SignedV. P. Wolmann
Managing Member



Development
Bank of Namibia

Expect more.

12 Daniel Munamava Street, Windhoek • PO Box 235, Windhoek, Namibia • Tel + 264 61 290 8000 • Fax + 264 6 290 8049
E-mail info@dbn.com.na • www.dbn.com.na

File No. 6.1.2
Enquiries: Ms Alina Shikesho

14 April 2021
Hakuna Matata Real Estate
P.O. Box 3641
Vineta
Swakopmund
Namibia

Dear Mr. Wolmann

Re: Procurement Reference No: Proposal To Purchase 18 Erven From 4995 To 5001 And 5013, Extension 14, Swakopmund Municipality.

Thank you for engaging the Development Bank of Namibia on your envisaged project. The DBN does provide funding for projects that are of a developmental nature. In this regard, the Bank will consider your application for finance for both capital and a performance guarantee. Such consideration will however only commence, once DBN has obtained proof that you have secured the said contract. The provision of any funding by the DBN is contingent upon an unlimited scope due diligence to the satisfaction of the DBN.

Please forward your enquiries to Ms. Alina Shikesho, e-mail: ashikesho@dbn.com.na or tel. number 064-220 924.

Kindly note that this letter does not constitute a commitment by the DBN to advance funds, nor does it contain any representation or warranty of any kind on the part of the DBN.

Yours sincerely,

A handwritten signature in dark ink, appearing to read 'Alina Shikesho'.

Alina Shikesho
Regional Office Administrator
Erongo Office

ANNEXURE "D"
CC 2REPUBLIC OF NAMIBIA
CLOSE CORPORATIONS ACT, 1988
(Section 13, 15, 24, 27, 29, 47 and 60)
(Regulations 3 and 12)**Amended Founding Statement**

Before filling in the form, first see notes on page 2.

REGISTRATION NUMBER OF CORPORATION CC/2009/1929	DATE OF RECEIPT
---	-----------------

PART A		Dates of Commencement of change
Full name of corporation	HAKUNA MATATA REAL ESTATE CC	
Previous name of corporation (if applicable)	N/A	
Literal translation of name (if applicable)	N/A	
Shortened form of name (if applicable)	N/A	
Description of principal business	SELLING OF PROPERTIES, BUYING OF PROPERTIES, RENTING OF PROPERTIES, LEASE AGREEMENTS, REAL ESTATE, COMMODITIES TRADER AND ALL RELATED ACTIVITIES	
Date of end of financial year	Last day of FEBRUARY each year	

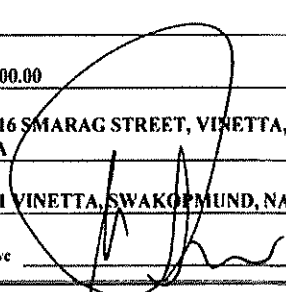
PART B		
Postal address*	P.O. BOX 20198, WINDHOEK, NAMIBIA	
Address of registered office (not post office box)	NO 136 JAN JONKER AVENUE, WINDHOEK, NAMIBIA	
Name and address of accounting officer*	HAMILTON AND PARTNERS P O BOX 20198, WINDHOEK, NAMIBIA	

*(Attach written consent to appointment)**Full name of association or body of which accounting officer is a member***INSTITUTE OF CHARTERED ACCOUNTANTS OF NAMIBIA***Membership/Practice No. 1/98*

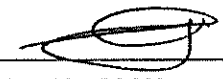
* See note 2 on page 2

NAME OF CORPORATION HAKUNA MATATA REAL ESTATE CC

REGISTRATION NUMBER	CC/2009/1929
---------------------	--------------

PART C		Date of Change																							
MEMBERS	ONE																								
Full names and surname	VIVIAN PETER WOLMANN																								
Identity number or date of birth (i)	<table border="1"> <tr> <th>Year</th> <th>Month</th> <th>Day</th> <th colspan="7"></th> </tr> <tr> <td>6</td> <td>1</td> <td>1</td> <td>0</td> <td>0</td> <td>3</td> <td>0</td> <td>0</td> <td>2</td> <td>0</td> <td>1</td> <td></td> <td></td> </tr> </table>	Year	Month	Day								6	1	1	0	0	3	0	0	2	0	1			
Year	Month	Day																							
6	1	1	0	0	3	0	0	2	0	1															
Registration number (ii)																									
Percentage of interest	100%																								
Particulars of contribution	NS100.00																								
Residential address	ERF NO 16 SMARAG STREET, VINETTA, SWAKOPMUND, NAMIBIA																								
Postal address	P O BOX 3641 VINETTA, SWAKOPMUND, NAMIBIA																								
Signature of member or representative																									

Full names and surname																								
Identity number or date of birth (i)	<table border="1"> <tr> <th>Year</th> <th>Month</th> <th>Day</th> <th colspan="7"></th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	Year	Month	Day																				
Year	Month	Day																						
Registration number (ii)																								
Percentage of interest																								
Particulars of contribution																								
Residential address																								
Postal address																								
Signature of member or representative																								

Witness Signature  Date of signature 10/1/2021

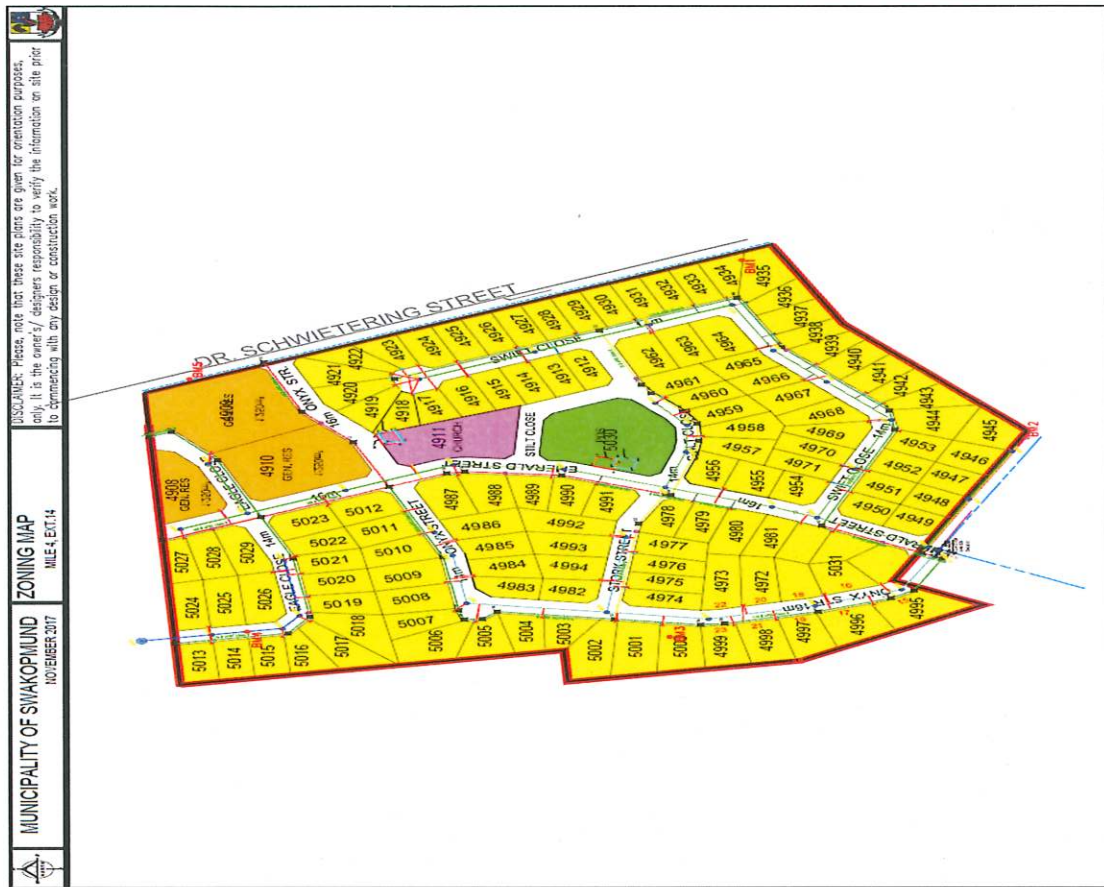
Full names JACQUELINE GERALDINE ROSE

Residential address NO. 4271 MERCEDES STREET, KHOMASDAL, WINDHOEK

Business address NO. 67 JOHN MEINERT STREET, WINDHOEK

Postal address P.O. BOX 23990, WINDHOEK

ANNEXURE "E"



ANNEXURE "F"**11.1.11 CLOSED BID SALES & UPSET PRICE: EXTENSION 14**
(C/M 2018/03/28 - G 3/3/2/14)**RESOLVED:**

- (a) That closed bid sales be scheduled in terms of the Local Authorities Act 23 of 1992 for the 118 "*Single Residential*" erven located in Extension 14, as necessitated by the flexible / fluctuating market demand; subject to Council's standard conditions of sale for closed bid sales be approved.
 - (b) That the erven listed in Annexure "B" (on file) be approved for sale by closed bid sales at the following upset prices of N\$500.00/m².
 - (c) That allocation be done to the highest qualifying bidder on the basis of 1 Erf per person / entity (married couples, irrespective of the marital regime are regarded as one entity).
 - (d) That the registration fee be determined at .75% of the highest upset price for the respective zonings:
 - N\$5 000.00 for the "*Single Residential*" erven
 - (e) That payment of the registration fee entitles a person / entity to submit 5 bids for different erven.
 - (f) That should erven remain unsold at the date of the sale, such erven be offered to the registered bidders who are present and may then bid on a second Erf.
 - (g) That the purchase price be paid within 90 calendar days from the date of sale.
-

ANNEXURE "G"

11.1.27

CLOSED BID SALES FOR EXTENSION 14

(C/M 2019/07/25 - G 3/3/2/14; E 2623, Swk, 318 M4, 334 M4)

RESOLVED:

- (a) That it be noted that Council intends to sell the following erven zoned "*Single Residential*" as resolved by Council on 28 March 2018 under item 11.1.11 as per the list as Annexure "B" (on file):

- 27 September 2019 -18 erven (marked in blue on the map)
- 06 December 2019 - 23 erven (marked in cerise on the map)

- (b) That the sale of Erf 2623, Swakopmund measuring 1 333m² be added to the sale in point (a) above, at an upset price of N\$500.00/m², being N\$665 000.00.
- (c) That the following two erven remaining unsold after the closed bid of 15 December 2017 be added to the sale in point (a) above:

	<i>Erf</i>	<i>m²</i>	<i>Upset Price</i>
1	318	1 179	N\$ 589 500.00
2	334	1 294	N\$ 647 000.00

- (d) That the two closed bid sales be advertised in terms of the Local Authorities Act 23 of 1992, as amended.
- (e) That the closed bid sales be subject to Council's standard conditions of sale for closed bid sales.
- (f) That allocation be done to the highest qualifying bidder on the basis of 1 erf per natural person (married couples, irrespective of the marital regime are regarded as one entity).
- (g) That the registration fee be determined at N\$5 000.00.
- (h) That each bidder be restricted to submit 3 bid forms only; and that no bidder may submit more than 1 bid per erf.
- (i) That the allocation of cancelled erven only be limited to the next 3 qualifying bidders.
- (j) 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.
- (k) That the purchase price be paid within 120 calendar days from the date of sale.
-

ANNEXURE "H"

both serviced and un-serviced land in the respective local authorities falling under your regions, and to submit such information to my office through the Offices of the Governors.

I am hereby following up on and reiterating my earlier urgent request. I recognise that some Governors shared information in this regard at the retreat, and I wish to thank those who have already done so.

The Ministry is in process of devising an integrated plan on land delivery and the information that we are requesting is crucial for this, and will help the Ministry to articulate the land servicing needs and plans of local authorities better and in a coherent manner.

It is important that the information is prepared and packaged in a proper and easy manner to understand. The Ministry has designed and is hereby providing a format/template for both serviced and un-serviced land (Annexures 1 and 2) that you should use to prepare and submit the information to my Office.

Assuming that your records on land matters are in order, I would like to have this information latest by 16 June 2015.

On a separate note, I wish to express my concern that I have noticed local authorities selling large chunks of land to single individuals or parties while we all very well know that we have thousands of fellow Namibians who are also in need of land. Some of them have applied to local authorities for land allocation but are often told that there is no land available to be allocated to them. As such, I am hereby directing local authorities to desist from allocating many even to one individual or entity. We need to share this essential resource (land) with each and every Namibian who needs it, in line with the call by our President that "No Namibian should feel left out".

As I have pointed out in my Statement at the Grootfontein Retreat, any land allocations that are not in line with the vision, equity and fairness goals of the Government will not enjoy my support and approval. I seek the support of the Hon. Governors, Chairpersons of Regional Councils and Mayors to enforce good governance, equity and transparency in land sale transactions.

Contact No - 081 297 5198



Republic of Namibia

Ministry of Urban and Rural Development

Government Office Park
Luder Street

Private Bag 13289
Windhoek, Namibia

Tel: (+264 61) 297 5115
Fax: (+264 61) 297 5184
Email: admin@murdev.gov.na
Website: www.murdev.gov.na

OFFICE OF THE MINISTER

Inquiries: P. T. Haindongo
Tel: (+264-61) 297 5184
Fax: (+264-61) 259906

4 June 2015

MEMORANDUM

TO: All Honorable Regional Governors
Honorable Chairpersons of Regional Councils
Your Worship Mayors
The Minister's Representative: Omaruru Municipality
Honorable Chairpersons of Village Councils

All Chief Regional Officers
All Chief Executive Officers of Municipalities, Town and Village Councils

RE: URGENT REQUEST FOR INFORMATION ON AVAILABLE SERVICED AND UN-SERVICED URBAN LAND IN YOUR RESPECTIVE LOCALITIES

Reference is hereby made to the subject matter.

In my Statement during the High Level Consultative Retreat in Grootfontein, I requested you, Honourables and colleagues, to commission the compilation of accurate information on available

All official correspondence must be addressed to the Permanent Secretary

- 11.1.24 **APPLICATION BY ANDRICO INVESTMENTS NO.12 (OCEAN VIEW SPAR) TO PURCHASE/ LEASE ERVEN 3346 AND ERF 3352, SWAKOPMUND**
(C/M 2021/08/30 - E 3346, E 3352)

Special Management Meeting of 19 August 2021, Addendum **5.13** page **20** refers.

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

1. Introduction

The attached application (**Annexure "A"**) dated **01 April 2021** was received from Messrs Andrico Investments No.12 (PTY) Ltd trading as Ocean View SPAR (hereinafter referred to as "*Andrico*") to purchase Erven 3346 and 3352, Swakopmund at N\$ 200.00/m² for both, alternatively to lease the aforesaid properties from Council for a period of 99 years.

Andrico intends to purchase the two erven in order to develop and integrate them as part of the existing Ocean View SPAR situated on Erf 3345, Extension 9, Swakopmund. The layout plan of the envisaged development is attached as **Annexure "B"**.

Erf 3346 is zoned "Institutional" and measures 3 952m² while Erf 3352 is zoned "Public Open Space" and measures 4 820m² in extent. The two erven are located adjacent to Erf 3345, Swakopmund (Ocean View SPAR). Andrico purchased Erf 3345, Swakopmund (measuring 6 876m²) at N\$ 276.00/m² (N\$ 1 900 000.00) from Council at a public auction during 2006 .

2. Brief Background

During **2016** Andrico applied to purchase the same erven for the same purpose. According them, their plan could not materialize as they could not afford the price approved by Council as it was too expensive. They are now reapplying to purchase the erven at N\$ 200/m² for both in order to uplift and stimulate the local economy that is currently badly affected by the Covid 19 Pandemic in terms of employment and income.

The sale of Erf 3346 and Erf 3352, Swakopmund to Andrico was approved by Council on **31 May 2016** under item 11.1.5 as follows:

- (a) *That the application by Messrs Andrico Investments Number Twelve CC to purchase and consolidate Erven 3346 and 3352, Swakopmund for the extension of the existing business trading as Ocean View SPAR be approved.*
- (b) *That the Engineering Services Department cancels the rezoning of Erf 3352, Swakopmund.*
- (c) *That Council's resolution passed on 30 May 2013 for the rezoning of Erf 3352, Swakopmund be repealed and the money spent previously be added to the purchase price for Erf 3352, Swakopmund.*
- (d) *That with reference to the application by Mr Andrew van Schalkwyk for the purchase of Erf 3352, Swakopmund it can be noted that no resolution was passed regarding the future sale of the erf.*

- (e) That the sale be subject to Council's standard conditions of sale and a purchase price be determined accordingly.

Subsequent to the above resolution and as per the Council's standard conditions of sale, valuations were requested from Council's valuator and two other valuers to determine a market related purchase price for the properties. The valuations received are as follows:

Valuator	Erf 3346 Price/m ²	Erf 3352 Price/m ²
The Trust & Estate Co	N\$1 500.00	N\$1 500.00
Ludwig Schroder Estate Agents CC	N\$1 200.00	N\$1 300.00
Abel Schoeman	N\$2 500.00	N\$2 500.00
Average	N\$1 733.33	N\$1 766.67

Following the above valuations, an average of N\$1 730.00/m² (rounded) for Erf 3346, Swakopmund and N\$1 770.00/m² (rounded) for Erf 3352, Swakopmund were determined based on the "Local Business" zoning. Both these values exclude 15% VAT.

The valuation of Abel Schoeman valuation was excluded the total purchase price for the two erven resulting at **N\$ 15 368 860.00** (excluding 15% VAT).

The valuations were considered and Council on **27 October 2016, under item 11.1.6** resolved:

- (a) That Council approves market valuations received in terms of the Property Policy for the sale of the erven to Andrico Investments Number Twelve CC as follows:
- (i) $N\$1\,730.00/m^2 \times 3\,952m^2 = N\$6\,836\,960.00$ (15% VAT excluded) be approved for Erf 3346, Swakopmund.
 - (ii) $N\$1\,770.00/m^2 \times 4\,820m^2 = N\$8\,531\,400.00 + N\$500.00$ (being previous costs incurred) = $N\$8\,531\,900.00$ (15% VAT excluded) for Erf 3352, Swakopmund.
- (b) That the purchaser be exempted from paying any betterment fees on the completion of the rezoning of the properties to "Local Business" as the purchase prices are already determined on the basis of this zoning.

Messrs Andrico subsequently applied for reduction in the purchase price and Council reduced the purchase price on **28 September 2017, under item 11.1.4.**

- (a) That Council repeals point (a) of Council of 27 October 2016, item 11.1.6:

- (a) That Council approves market valuations received in terms of the Property Policy for the sale of the erven to Andrico Investments Number Twelve CC as follows:
- (i) $N\$1\,730.00/m^2 \times 3\,952m^2 = N\$6\,836\,960.00$ (15% VAT excluded) be approved for Erf 3346, Swakopmund.
 - (ii) $N\$1\,770.00/m^2 \times 4\,820m^2 = N\$8\,531\,400.00 + N\$500.00$ (being previous costs incurred) = $N\$8\,531\,900.00$ (15% VAT excluded) for Erf 3352, Swakopmund.

and replaces it with the following:

That Council approves the reduction of purchase price for Erven 3345 and 3352, Swakopmund from N\$ 1 730.00/m² and N\$1 770.00 to N\$1 200.00/m for sale to Messrs Andrico Investments Number Twelve CC and that the prices reflect as follows:

- (i) *N\$1 200.00/m² x 3 952m² = N\$4 749 600.00 (15% VAT excluded) for Erf 3346, Swakopmund.*
- (ii) *N\$1 200.00/m² x 4 820m² = N\$5 748 000.00 + N\$500.00 (being previous costs incurred) = N\$6 748 500.00 (15% VAT excluded) for Erf 3352, Swakopmund.*

- (b) *That the applicant be responsible for the rezoning for the rezoning of the two erven and consolidation thereof with Erf 3345, Swakopmund.*

The above decision was conveyed to Andrico on 02 October 2017 who responded that the price is too high hence they cancelled the transaction. The erven are still vacant and Council earns no rates and taxes.

3. Discussion

3.1 Application to purchase / lease Erven 3346 and 3352, Swakopmund

Sale option

Andrico now apply to purchase the erven to integrate them with the existing business located adjacent Erf 3345, Swakopmund (Ocean View SPAR). According to Andrico, the public has no interest on these erven since they have remained open for 20 years and a price of N\$ 200.00/m² for both will be reasonable.

Andrico proposed to undertake all statutory process and provide services at own cost and ensure that their development is successfully implemented.

The rezoning of Erven 3346 and 3352, Swakopmund was approved by Council approved on 28 September 2017, under point (d) item 11.1.4, however the process was not finalized after Andrico cancelled the transaction.

Lease option

Andrico alternatively proposed to lease the two erven for a period of 99 years should Council not consider the sale option. In terms of the Property Policy, Council does not permit a long term lease which is more than 30 years. Council does not also allow fixed property to be built on a lease property hence the lease option cannot be considered.

3.2 Comparison of purchase price of business erven in Swakopmund

With reference to the sale of Erf 10034, (a portion of erf 5360) Swakopmund to Messrs Vineta Development (Pty) Ltd located in the vicinity of Erven 3346 and 3352, Swakopmund (Ocean view Spar). Council approved the purchase price of Erf 10034, Swakopmund at N\$ 825.00/m², the price was subject to the payment of 15% VAT.

Based on the requirements of the Property Policy, the purchase price escalated with 5% annually after the purchase price is approved in 2016 and in 2019 the price was at N\$ 955/m².

Messrs Vineta Development (PTY) Ltd in 2020 applied for a reduction in the purchase price and Council **on 29 October 2010 under item 11.1.11** passed the following resolution:

- (a) *That the application of Messrs Vineta Development (Pty) Ltd for the reduction in the purchase price of Erf 10034, Extension 15, Swakopmund from N\$ 825.00 to N\$ 800.00/m² not be approved.*
- (b) *That Council does not waive the 5% increase on the purchase price of Erf 10034, Swakopmund and that the transfer of the erf is completed before December 2020.*

Council approved on **27 March 2020, under item 11.1.17**, the sale of a portion of land measuring approximately 1 000m² at N\$ 955.00/m² plus 15% VAT subject to a 5% escalation per annum to Paratus Telecommunication (Pty) Ltd for them to establish a facility to house and maintain a fibre optic cable.

Considering the market land values of recent sales in the vicinity of Ocean View it not reasonable to sell Erven 3346 and 3352, Swakopmund at the price of N\$200.00/m² as proposed by the applicant. However, Council may consider a fair purchase price of N\$ 955.00/m² similar to the price approved recently for the sale of land to Paratus Telecommunication (Pty) Ltd at a purchase price of N\$955.00/m².

On **29 April 2021** under item 11.1.15, Council approved the sale of 5 erven zoned "General Residential" located in Extension 1, Mile 4 and Extension 14 (in vicinity) at a purchase price of N\$ 950.00/m². A price in the amount of N\$ 955.00/m² for business land is therefore reasonable. The applicant also does not have to complete to acquire the erven.

A purchase price in the amount of N\$ 955.00/m² is a 20% reduction of the reduced purchase price approved by Council on 28 September 2017 in the amount of N\$ 1 200.00/m². The development of a University on Erf 3342, Swakopmund will also substantially increase the value of the subject erven.

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

RECOMMENDED:

- (a) **That the application by Messrs Andrico Investments N0.12 (PTY) Ltd to lease Erven 3346 and 3352, Swakopmund for 99 years not be approved.**
- (b) **That Council considers the application by Messrs Andrico Investments N0.12 (PTY) Ltd to purchase Erven 3346 and 3352, Swakopmund for the extension of the existing business trading as Ocean View SPAR located on Erf 3345, Swakopmund.**
- (c) **That the purchase price for Erven 3346 and 3352, Swakopmund be N\$ 800.00 / m², 15% VAT excluded.**

- (d) That Erven 3346 and 3352, Swakopmund be rezoned to “*General Business*” and be consolidated with Erf 3345, Swakopmund at the cost of Council.
- (e) That depending on approval of point (b) above, the sale be subject to Council’s Standard Conditions of sale by private treaty:
- (i) *That the purchaser pays a deposit of N\$50 000.00 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 the above deposit be paid within 90 days from the Council resolution approving the sale and purchase price, failing which Council’s resolution will be revoked at the next Council meeting following the expiry of the 90 days.*
 - (iii) *That any remainder of the deposit in (i) above be refunded to the purchaser on completion of the transfer of the erf.*
 - (iv) *That all costs related to the transaction be for the account of the purchaser.*
 - (v) *That Council proceeds with the publication of the purchase in terms of the Local Authorities Act 23 of 1992; whereafter approval from the Ministry of Urban and Rural Development be applied for.*
 - (vi) *That the transaction be concluded within 120 days from the date of the last party signing the deed of sale to secure the purchase price for the two erven.*
 - (vii) *That payment of the purchase price be secured either in cash or formal bank guarantee in favour of the Swakopmund Municipality within 120 days the date the last party signing the deed of sale.*
 - (aa) *Failure to secure the purchase price within the required period will result in cancellation without the need to place the purchaser on terms.*
 - (bb) *Should the purchase price be secured by a bank guarantee the transfer must be effected on / before the 120th day, else interest will be levied as from the date the last party signing the deed of sale (date of sale) until the date of registration of transfer at a rate as confirmed with Council’s bank on the date of sale (date of last party signing).*
 - (viii) *That the purchaser 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.*
 - (ix) *The portion of land 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.*

- (xi) *That the purchaser constructs structural improvements as per (Annexure "B") 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.*
 - (xiii) *That the said improvements be completed within 24 months (2 years) from date of transfer.*
 - (xvi) *The agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof by the purchaser.*
 - (xiv) *That the purchaser indemnifies Council against any claims resulting from blasting, should blasting need to be done.*
 - (xv) *That the purchaser provides the registration documentation of the entity and that the shareholders / members must be cautioned that the shareholders / members remain the same until the transfer is completed and they have complied with all conditions of sale.*
-

11.1.25 SALE AND DEVELOPMENT OF EXTENSION 2 MILE 4 - MESSRS SWAKOPMUND OMBUNDU INVESTMENTS (PROPRIETARY) LIMITED
(C/M 2021/08/30 - 16/1/4/2/1/8)

Special Management Meeting of 19 August 2021, Addendum **5.16**
page **20** refers.

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

1. INTRODUCTION

This submission deals with the sale of Extension 2 Mile 4 to Messrs Swakopmund Ombundu Investments (Proprietary) Limited, the proposed deed of sale and the terms and conditions therein.

2. BACKGROUND:

Messrs Ombundu Investments applied on **7 February 2011** to purchase a portion of land from Council for township development. Another letter dated **01 August 2011** was received following up on their initial application, whereafter they were informed of Council's position regarding the sale of large portions of land as per letter dated **03 March 2011**.

Their application was considered by Council on **28 January 2014** and the following resolution, amongst others, was passed:

(c) That the application of Messrs Ombundu Investments be referred back and be resubmitted to the next Management Committee meeting.

They were requested to indicate the portion they intended to purchase since Block 15 referred to in their initial application does not exist in Council's development plan.

A reply dated **17 February 2014** was received confirming that they actually referred to the portion of land as per attached map. Also attached to the response was the layout of the proposed township development.

to purchase Extension 2 Mile 4. The matter was submitted to Management Committee by Engineering Department and Council resolved on 24 April 2014 under item 11.1.6 as follows:

(a) That Council in principle approves the sale of Block 1, measuring ±234 424m² as indicated on the map (on file), to Messrs Ombundu Investments Trust for township development, pending the finalization of the subdivision by Council at the cost of the purchaser.

(b) That the Engineering Services Department attends to the subdivision of Block 1 in order to compile a diagram for submission for approval by the Surveyor-General.

(c) That the Engineering Services Department attends to the layout for Block 1 and once the layout is approved the item be resubmitted to the Management Committee to determine the purchase price and the other conditions of sale.

It was recorded that during the discussion of this item, Councillor P V Steinkopff opposed the allocation of Block 1 to Messrs Ombundu

Investments Trust as it is against the Council decision taken under item 11.1.1 of the same agenda, ie

- (a) *That Council remains with its resolution of 30 January 2014 under item 11.1.6 (b):*
- (b) *That once Council decides on the future development and sale of these subdivided blocks and a Surveyor-General approved diagram is in place, Council will advertise its intention in two newspapers circulating locally as required in terms of the Local Authorities Act, Act 23 of 1992, as amended, thereby affording the general public transparent, fair and equal opportunity to participate by either submitting a development proposal or closed bids (as will be decided by Council at the time).*
- (b) *That all future applications received for township development be informed of the decision in (a) above.*
- (c) *That, in future, a standard response be issued to all applicants for land in excess of 5 000m², for especially private township development, informing them that there is no land available and that this resolution be explained to the public.*
- (d) *That applications received for major or extra-ordinary developments such as schools or hospitals be subject to calling for such development proposals in order to enable Council to make the best selection.*

The proposal of Councillor P V Steinkopff was not seconded thus the recommendation was carried.

The matter was again submitted to Management Committee on 27 October 2016 under item 11.1.19 and Council resolved:

- (a) *That Council takes note of the delays in the finalization of the allocation of Block 1 to Ombundu Investments Trust as resolved by Council on 24 April 2014 under item 11.1.6.*
- (b) *That Council approves the change of the name of Ombundu Investments Trust to Swakopmund Ombundu Investments (Proprietary) Limited.*
- (c) *That the finalization of the sale of Block 1 to Swakopmund Ombundu Investments (Proprietary) Limited be proceeded with once the Public Private Partnership concept is submitted by the Engineering Services and approved by Council.*

The matter was again submitted to Management Committee and on 29 June 2017 Council resolved:

- (a) *That Council sells a piece of land to Messrs Ombundu at a cost of N\$120.00 / m² of which 33.33% of the "Single Residential" developed erven shall be returned to Council.*
- (b) *That a Public-Private Partnership agreement for land development projects be compiled and re-submitted to Council for consideration.*
- (c) *That Messrs Ombundu submits to Council a Performance Guarantee of 15% of the estimated development cost (cost to install full and functional Municipal services as defined below) from an acceptable Namibian financial institution for the duration of the development project until the end of the defects identification period which period shall not be less than 365 days after the date of issue of the Completion Certificate for the services installation by the Engineering Services Department, which certificate shall not unreasonably be withheld.*

(d) That Messrs Ombundu services the land against designs and specifications approved by the Engineering Services Department, which services shall include:

- Full potable water reticulation up to the erf boundary, yet excluding the water meter, complete with possible upgrading of the Bulk water services, if required;
- Full recycled water reticulation to such Public Open Spaces as required by Council;
- Full sewerage reticulation up to the erf boundary, complete with possible upgrading of the Bulk sewerage services, if required;
- Full electrical reticulation up to the nearest kiosk to the erf, complete with possible upgrading of the Bulk electrical services, if required;
- Fully surfaced (paved / tarred) streets and sidewalks, inclusive of any connecting access streets, complete with lighting, signage and road markings.

The matter was resubmitted to Management Committee and on 25 January 2018 Council resolved under item 11.1.28:

That Council amends the wording of point (b) of Council's resolution passed on 29 June 2017 under item 11.1.11:

Current wording:

(b) *That a Public-Private Partnership agreement for land development projects be compiled and re-submitted to Council for consideration.*

Amended wording:

(b) *That Council compiles a development and sale agreement.*

Messrs Conradie & Damaseb were instructed to draft the standard development agreement which was submitted to the purchasers in 2019. The purchasers eventually returned a new agreement drafted by Mr Amoomo based on his interpretation of the letter of instruction to Conradie & Damaseb. The agreement did not reflect the intention.

Mr Amoomo was informed that the agreement deviated from the standard contract and eroded many of the protections that Council had built in to ensure prompt and accurate execution of the development. He insisted that the agreement he had drafted was correct, and a meeting was held with the GM: Engineering & Planning Services, GM: Corporate Services & Human Capital and GM: Finance to consider his proposed amendments. The consensus was that the proposal by Mr Amoomo was not acceptable and that if he insisted to remain with his agreement, the matter would be submitted to MC with a recommendation not to accept and to cancel instead.

Mr Amoomo was informed accordingly and after delays due to the passing of several of Mr Amoomo's family members, he submitted the proposed amendments as per the attached document (**Annexure A**)

3. DISCUSSION

The purchase price of N\$120.00 per m² needs to escalate with 5% annually since 2017, in line with the property policy. The property policy further requires a minimum deposit in the sum of N\$50 000.00 but in view of this development being the largest of all Council's private developments, it is recommended to be at least N\$100 000.00. The new agreement has been scrutinised by the administrators and conforms to our standards and is

therefore acceptable. The purchaser just needs to accept the amended terms in the agreement and sign it.

4. **WAY FORWARD**

All Town Planning processes including subdividing the land, registering the erven in the Deed Office and proclaiming the township has been completed by the purchaser at their cost. Once the agreement has been signed the developer will be required to stay within the timelines provided therein. The erven to be returned to Council will be dealt with once they have been serviced

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

RECOMMENDED:

- (a) That Council considers the agreement in respect of the sale to Messrs Swakopmund Ombundu Investments (Proprietary) Limited.
 - (b) That the purchase price of N\$120.00 per m² be escalated since 2017, as per the property policy, with 5% annually, until date of signature of the agreement.
 - (c) That the purchaser be required to pay a deposit in the amount of N\$100 000.00 within 90 days of this Council resolution failing which the offer will be revoked at the next meeting following the expiry of the 90 days.
 - (d) That should Messrs Ombundu Investments (Proprietary) Limited not accept the agreement within 21 days from date of this resolution, Council's offer be withdrawn and the transaction be terminated.
-

11.1.26 **RECONSIDERATION OF CANCELLATION OF ERF 365, MILE 4 -
NAMIBIA DESERT GIANT GROUP PTY LTD**
(C/M 2021/08/30 - M4 E 365)

Special Management Meeting of 19 August 2021, Addendum 5.20
page 33 refers.

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

1. **Introduction**

The purpose of this submission is for Council to reconsider the cancellation of the transaction for Erf 365, Swakopmund and revive the deed of sale with Namibia Desert Giant Group (Pty) Ltd.

2. **Current Situation**

A letter dated **02 August 2021 (Annexure "A")** was received from Tulive Private Equity (on behalf of Namibia Desert Giant Group (Pty) Ltd) *requesting an audience with Council* to explain the detail of their funding towards Namibia Desert Giant Group (Pty) Ltd, the progress made with the internal internet project and the costs incurred.

This letter is in reference to the cancellation letter that was issued to Namibia Desert Giant Group on **29 June 2021 (Annexure "B")** informing them of the Management Committee decision of **15 June 2021**, under item 7.4 confirming the cancellation approved by Council on **29 April 2021**.

On **29 April 2021** Council passed the following resolution under item 11.1.16:

- (a) *That Council confirms its decision passed on 29 October 2020 under item 11.1.3 point (a) and cancel the sale of Erf 365, Mile 4 allocated to Namibia Desert Giant Group (Pty) Ltd.*
- (b) *That the Finance Department recovers the outstanding rates and taxes from Desert Giant Group (Pty) Ltd.*
- (c) *That Erf 365, Mile 4 be sold in future at an upset price of N\$3 500 000.00.*
- (d) *That should the purchaser (Trecon Development (Pty) Ltd) of Erf 406, Mile 4 not perform by 30 September 2021 the transaction be submitted to Council for consideration of the cancellation and be sold together with Erf 365, Mile 4 at a closed bid sale.*

Tulive Private Equity requests Council to revive the cancelled agreement in order to secure the site for the project amounting in total to approximately N\$250 million to N\$500 million.

2. **Background**

- 2.1 On **16 April 2021** the attached letter (**Annexure "C"**) was received from Desert Giant Group (Pty) Ltd confirming that they have a potential funder (letter attached to their letter) and their funding arrangements will likely be finalized by November 2021. The funder, Tulive Private Equity is registered with NAMFISA.

- 2.2 In addition to the above correspondence, another letter was received from Desert Giant Group (Pty) Ltd dated **27 April 2021 (Annexure "D")**. The purchaser undertook to settle the outstanding rates and taxes by a once-off payment in the amount of N\$50 000.00 and the balance in monthly instalments of N\$20 000.00.

Arrangements were made with the General Manger: Finance to settle the outstanding rates and taxes and the agreement was confirmed in writing by the Finance Department per letter dated **06 May 2021**.

- 2.3 On **10 May 2021** a meeting was held with representatives of Tulive Private Equity (in the absence of Namibia Desert Giant Group (Pty) Ltd) and it was concluded that the financier would submit a separate application.
- 2.4 Not having received any correspondence, the matter was submitted to the Management Committee of **15 June 2021**, under item 7.4. The forum confirmed the cancellation approved by Council on **29 April 2021**.

3. Discussion

- 3.1 Council on **29 April 2021** under item 11.1.16 resolved to cancel the transaction and sell the erf by closed bid at an upset price of N\$390.00/m², which amounts to N\$3 500 000.00.
- 3.2 Considering the latest application by Tulive Private Equity (**Annexure "A"**), the following must be kept in mind:

3.2.1 Purpose for which the Sale was Approved

Council on **27 April 2017** under item 11.1.35 approved the sale of Erf 365, Mile 4 to Desert Giant Group for the purposes of tourism related accommodation establishment. Whereas per the financier's letter (**Annexure "B"**) the project is for the landing of the Africa Coast to Europe (ACE) Submarine Cable System.

Quoted the relevant Council resolution:

(c) *That Council in principle approves the sale of Erf 365, Mile 4 to Namibia Desert Giant Group (Pty) Ltd for the establishment of tourism related accommodation as per their proposal, subject to the following conditions:*

☒ *It will therefore be necessary to repeal the above decision and approve the purpose of the sale for the landing of the Africa Coast to Europe (ACE) Submarine Cable System.*

3.2.2 Income being Generated from the Sale

This transaction is pending **from 01 October 2018** (the first due date to perform). Tulive Private Equity does not state when the transaction will be finalized.

The interest calculated until **30 November 2021** amounts to approximately **N\$ 2 727 632.34**.

The combined outstanding amount calculated until **30 November 2021** is as follows (excluding rates and taxes):

Purchase price of	N\$ 7 419 225.00
15% VAT of	N\$ 1 112 883.75
Interest	N\$ 2 727 632.34 (until 30 November 2021)
Total:	N\$ 11 672 367.25

The purchaser had not had to compete with other bidders to acquire the erf and the property has in fact been reserved for the purchaser since **01 October 2018** (3 years).

Comparing the purchase price as on **30 November 2021** in the amount of N\$11 672 367.25 with an upset price of N\$ 3 500 000.00 for the sale by public closed bid (approved by Council on **29 April 2021**); Council will greatly benefit by reviving the sale transaction with Namibia Desert Giant Group (Pty) Ltd (even in the event that should the public closed bid result in a purchase price double the upset price).

A map indicating the location of the erf is **attached as Annexure "E"**.

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

RECOMMENDED:

That Council remains with its decision passed on 29 April 2021 under item 11.1.16.

ANNEXURE "A"


Tulive Private Equity

The Chief Executive Officer

Date: 02nd August 2021

Municipality of Swakopmund

P. O. Box 53 Swakopmund

Dear Sir

PROPOSAL TO PURCHASE ERF 365, SWAKOPMUND

Our meeting with yourself and your management team on 10 May 2021, and the cancellation letter to the Namibia Desert Giant Group (Pty) Ltd ("NDGG") dated 29 June 2021 have reference.

As per our previous support letters on behalf of the NDGG to your organization, Tulive Private Equity is a private equity firm with a mandate from the GIPP to invest in infrastructure related projects. The fund size is N\$550 million.

As stated in our previous letter dated 28 August 2020, we were approached by the project promoters, who wanted to land either the Africa Coast to Europe (ACE) or 2Africa submarine cable system in Swakopmund, to finance their project. As part of their proposal, they had to purchase the abovementioned erf, Erf 365, Mile 4, Swakopmund. After assessing the project, Tulive made a decision to be part of this investment and commenced working with the project promoters to bring this project to fruition. An Environmental Impact Assessment (EIA) on this project commenced in July 2019 and the approval certificate was issued on 19 December 2019. N\$699,725 was incurred for this process, which was wholly paid by Tulive.

Based on negotiations to date, the promoters have decided to land the 2Africa cable, with Facebook as a landing partner and MTN Global / WIOCC as a partner with regards to data capacity provision. The targeted investment by the promoters ranges between N\$250 million and N\$500 million. Negotiations are still ongoing to finalise the agreements to land the 2Africa cable. These are taking longer than initially anticipated due to the size of the investment and impact of the Covid19.

Erf 365 is critical for this transaction as all the current studies and initial engagements done with the other stakeholders were based on Erf 365 being the site of the project. Therefore, the loss of this site

Tulive Private Equity (Pty) Limited (Registration number: 2013/0438) NAMFISA Registration as Unlisted Investment Manager No.15/IUM/15

Directors: Iyaloo ya Nangofo, Lazarus Jacobs, Kula Simson and Stephanus Oosthuysen

Address: 47 Nelson Mandela Avenue, Windhoek, Namibia * Postal Address: P O Box 90883, Klein Windhoek * Tel: +264 61 301409

Website: www.tulivecapital.com



will put the project in jeopardy, which will be detrimental to Namibia as a whole due to the strategic nature of this invest.

To date, Tulive has incurred the following significant costs on this project:

- a) Travel and accommodation expenses from Windhoek to France (to attend meetings with prospective international partners) and Swakopmund for EIA and meetings with the Architectural team for N\$212,062;
- b) EIA costs as mentioned above for N\$699,725;
- c) Licence application and annual renewal fee to the Communications Regulatory Authority of Namibia ("CRAN") of N\$10,000 annually to be authorised to set up the cable landing station. To date, a total payment of N\$30,000 has been made; and
- d) Rates and taxes for erf 365 on behalf of NDGG of N\$90,000 since May 2021. These payments were made as follows:
 - i. N\$50,000 on 10 May 2021;
 - ii. Monthly instalments of N\$20,000 in June 2021 and July 2021.

Therefore, Tulive has incurred costs of just over N\$1 million to date on this project and losing Erf 365 would result in all this investment being lost.

Therefore, Tulive humbly requests for a meeting with the Council to explain in detail the project to be undertaken, and to discuss solutions to retain the site for this project. We are prepared to have this meeting next week preferably on Tuesday, Wednesday or Thursday during the morning hours from 10am.

Your favourable response on this matter will be highly appreciated.

Yours faithfully



Iyaloo ya Nangolo

Managing Director +264 811 280 538 iyaloo@tulivepe.com/iyalooyanangolo@icloud.com

ANNEXURE "B"



MUNICIPALITY OF SWAKOPMUND

☎ (064) 4104200
 ☎ 088 614 514
 📄 53 Swakopmund
 NAMIBIA
 🌐 www.swkmun.com.na
 ✉ aplaatjie@swkmun.com.na

Enquiries: Mr A Plaatjie

29 June 2021

Namibia Desert Giant Group (Pty) Ltd
 P O Box 12
 SWAKOPMUND
 13001

✉ lkisting@wbswakop.com

Dear Sir

CANCELLATION OF THE TRANSACTION FOR ERF 365, SWAKOPMUND

The abovementioned refers.

Subsequent to our letter dated 30 April 2021 the matter was resubmitted to the Management Committee on 15 June 2021, whereafter the following decision was passed under item 7.4:

That Council remains with its decision passed on 29 April 2021 under item 11.1.16.

The decision passed on 29 April 2021 under item 11.1.16 is quoted below for ease of reference:

- (a) That Council confirms its decision passed on 29 October 2020 under item 11.1.3 point (a) and cancel the sale of Erf 365, Mile 4 allocated to Namibia Desert Giant Group (Pty) Ltd.
- (b) That the Finance Department recovers the outstanding rates and taxes from Desert Giant Group (Pty) Ltd.
- (c) That Erf 365, Mile 4 be sold in future at an upset price of N\$3 500 000.00.
- (d) That should the purchaser (Trecon Development (Pty) Ltd) of Erf 406, Mile 4 not perform by 30 September 2021 the transaction be submitted to Council for consideration of the cancellation and be sold together with Erf 365, Mile 4 at a closed bid sale.

For any enquiries, please do not hesitate to contact Mr A Plaatjie at ☎ 064-4104200.

Yours faithfully

M P C Swarts
 General Manager: Corporate Services & HC

/sb

☎ correspondence must be addressed to the Chief Executive Officer
 Copy: GM: Finance

ANNEXURE "C"

19-03-09-365

M4 E 365 *fr*

26 March 2021

The Municipality of Swakopmund

P. O. Box 53

Swakopmund



Dear Sir / Madam

REQUEST FOR EXTENSION FOR PAYMENT OF THE PURCHASE PRICE FOR ERF 365, MILE 4

The abovementioned matter has reference

According to the extension provided to us, we are supposed to make the abovementioned payment by 31 March 2021.

As per the attached letter from our potential funder, they expect their funding processes to be done by September 2021. Therefore, to be conservative, we hereby request that we be given an extension until November 2021 with regards to the payment of the erf.

As stated in our previous request for extension, we hereby request that you provide us an opportunity to meet with your Management Committee so that we can present the project in detail with regards to where we are currently, the steps still to be done to reach completion, and the expected timelines to get this project off the ground.

We hope you find the above in order.

Yours faithfully

[Handwritten Signature]
 XXXXXXX



Tulive Private Equity

26th of March, 2021

Municipality of Swakopmund

P. O. Box 53

Swakopmund

Dear Sir / Madam

FUNDING APPLICATION FOR THE LANDING OF THE AFRICA COAST TO EUROPE (ACE) SUBMARINE CABLE SYSTEM AT ERF 365, MILE 4, SWAKOPMUND

Tulive Private Equity (Pty) Limited is a private equity firm with a mandate from the GIPF to invest in infrastructure related projects. The fund size is N\$550 million.

As stated in our previous letter dated 28 August 2020, we were approached by the project promoters who wanted to land either the Africa Coast to Europe (ACE) or 2Africa submarine cable system in Swakopmund to finance their project. As part of their proposal, they have to purchase Erf 365, Mile 4, Swakopmund. An Environmental Impact Assessment (EIA) on this project commenced in July 2019 and the approval certificate was issued on 19 December 2019. N\$699,725 was incurred for this process.

Based on their negotiations to date, the promoters have decided to land the 2Africa cable, with Facebook as a landing partner and MTN Global / WIOCC as a partner with regards to data capacity provision. The targeted investment by the promoters ranges between N\$250 million and N\$500 million. Due to the size of the investment amount involved and the

Tulive Private Equity (Pty) Limited (Registration number: 2013/0438) NAMFISA REG. 15/JIM/15
Iyaloo ya Nangolo (Managing), Stephanus Oosthuysen, Lazarus Jacobs, and Kula Simson (Chairperson)
Address: 47 Nelson Mandela Avenue, Windhoek, Namibia * Postal Address: P O Box 90883, Klein Windhoek * Tel: +264 61 301409
Website: www.tulivecapital.com



international partners being engaged on this matter, these discussions and the ultimate signing of the necessary agreements are taking longer than the usual agreements that are signed amongst local partners.

Once the agreements are signed with the international partners, the business plan for this project will then be finalized and then submitted to the GIPF for approval. We expect these processes to be completed by end of September 2021.

However, it is important to note that an investment of this nature will revolutionise the data industry, not only in Namibia, but in central and southern Africa as a whole. Therefore, this is a project with strategic importance for Namibia as a country.

Please do not hesitate to contact the undersigned if you have any queries.

Yours faithfully



Iyaloo ya Nangolo

Managing Director



ANNEXURE "D"

27 April 2021

Municipality of Swakopmund

P. O. Box 53

Swakopmund

Dear Sir / Madam

**PROPOSED PAYMENT TERMS FOR OUTSTANDING RATES AND TAXES - ERF 365, MILE 4,
SWAKOPMUND**

Our letter dated 26 March 2021 requesting for extension on the abovementioned erf has reference.

As a commitment to this project, we hereby propose to settle the outstanding rates and taxes by making payments as follows:

- a) N\$50,000 by 5 May 2021;
- b) Monthly payments of N\$20,000 in the first week of each month commencing in June 2021 until the debt is fully settled.

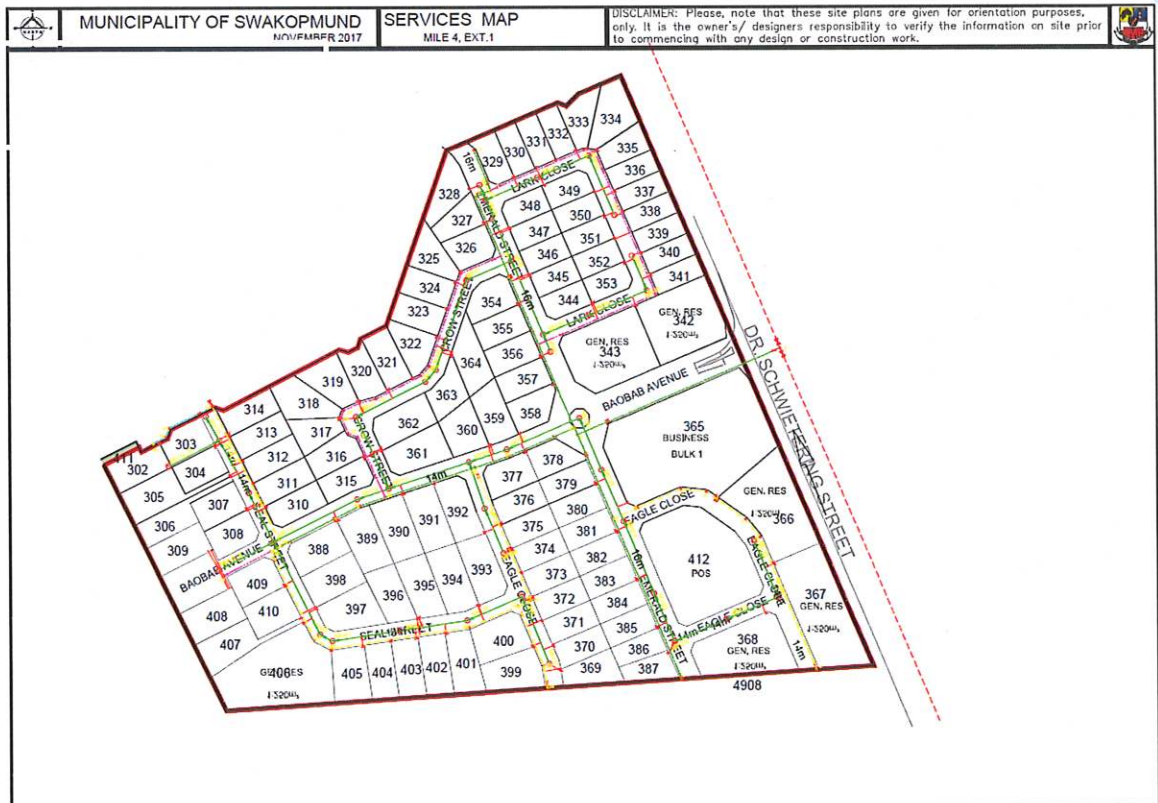
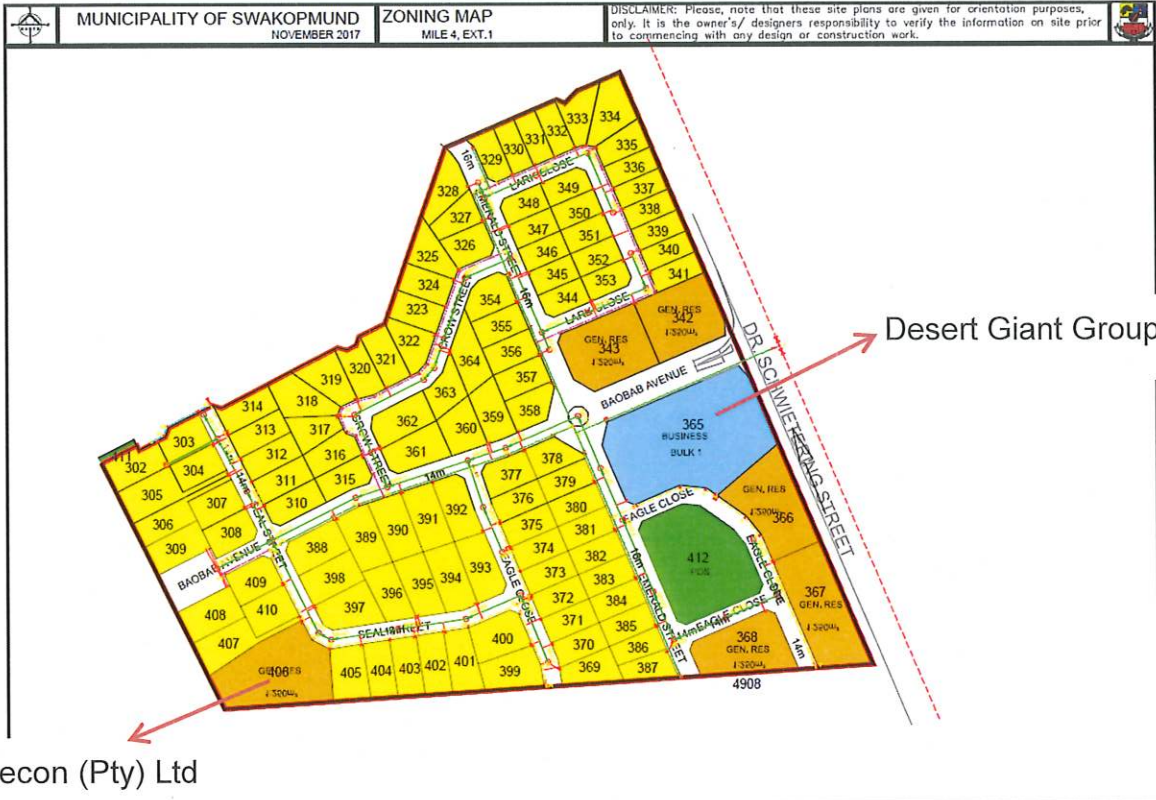
We hope you find this in order.

Please do not hesitate to contact the undersigned if you have any queries.

Yours faithfully

A handwritten signature in blue ink, consisting of a large, stylized 'S' shape with a horizontal line extending to the right and a loop at the bottom.

ANNEXURE "E"



11.1.27 **NON-COMPLIANCE ACTIVITIES ON FARM DOUGLAS FARM 184**
SWAKOPMUND: COURT INTERDICT
 (C/M 2021/08/30 - Farm 184)

Special Management Meeting of 19 August 2021, Addendum 5.22
 page 47 refers.

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

1. Purpose

The purpose of this submission is for Council to amplify the Council Resolution Number [C/M 2016/04/28 - G 2/2 (1)] under Item Number 6.1.5, taken on the **28 April 2016**.

2. Introduction and Background

On the **28th April 2016**, Council took a decision to institute court order against the owners of Farm Douglas, Farm 184 of Farm 163 Swakopmund due to non-compliance activities. The resolution is attached hereto as **Annexure A**.

Complaints were received from the neighbours that Gecko Construction, formerly known as Moonlight Resorts, that the aforesaid property is being used in contravention of the stipulations of the Swakopmund Zoning Planning Scheme, Building Regulations and Health Regulations. The activities of contravention include the following:

- *The construction of workshops and accommodation units without Building Approval,*
- *Using the property for storage, and industrial uses against the specific use identified in the zoning of the property, and*
- *Dumping and / or discarding waste / debris on and to the south of the property in the riverbed*

The owners of the property - Gecko Namibia (Pty) Ltd were served with several notices requesting them to comply with the above-mentioned regulations. The matter was referred to Koep and Partners on the 10th of April 2019, for execution of the Council decision. This letter is attached as **Annexure B**.

3. Discussion

Farm 184, Swakopmund is zoned "*Special*" for recreation and accommodation. On the contrary, there are industrial activities being conducted on the said farm. Up-to-date, the owners neither reverted to the notification, nor complied with the requirement to revert to compliance.

Several site inspections were conducted to confirm whether the site was cleared as per the order of the attorneys. However; the items as described in the letter from Koep & Partners have not been attended to in any way. These are:

1. *Remove the unlawful structures (workshop) - The area is fully functional with significant equipment and work taking place.*

2. *Remove all heavy industrial equipment and or mining vehicles and any other item stored on the premises unlawfully - The area is stacked to the brim with additional items. The mining equipment seems to have been salvaged to the point where it is no longer just equipment but a junk yard.*
3. *Immediately cease any activity that causes noise and air pollution, which includes sandblasting activities and or operating as a workshop - There is significant equipment at the workshop used for activities such as grinding, compressors, welding, cutting, spray painting, assembly and fitting. On one of the photos there is a diamond drill bit sharpener used to grind exploration drill bits. This device probably produces about 140 to 160 DB when in operation.*
4. *Any other activity that are not in compliance with the zoning of the said property. Next to the workshop the workshop foreman indicated that those buildings are used for workers accommodation for the activities surrounding the mining equipment and not for tourist activities. This is not in line with their consents and the zoning.*

4. **Legal advice**

Keop & Partners advised that the standing Council resolution on the matter is too general as it does not authorize a specific person to adduce to an affidavit to institute and prosecute the application. The Attorneys further suggest that a new resolution be taken at a properly constituted meeting of the Council where they confirm the previous resolution, appoint Mr. McClune to adduce to the affidavit on behalf of the Council to institute and prosecute the application and that Keop & Partners be appointed as the legal practitioners to represent Council. The advice by the Attorneys is **attached as Annexure C**.

5. **Conclusion**

To progress forward with the court verdict against the owners of Douglas Farm, Farm 184 Swakopmund, the standing Council Resolution needs to be amplified with another resolution.

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

RECOMMENDED:

- (a) **That the Council Resolution Number [C/M 2016/04/28 - G 2/2 (1)] under Item 6.1.5 be supplemented by this resolution.**
- (b) **That Council authorizes Keop & Partners to represent Council as its Legal Practitioners.**
- (c) **That General Manager of Engineering and Planning Services be appointed to adduce to the affidavit on behalf of the Council to institute and prosecute the application.**
- (d) **That Keop & Partners obtain a Court Order addressed at terminating the actions by Gecko Namibia (Pty) Ltd and/ or its affiliates on property *Remainder of Farm Douglas 184* with immediate effect, and to restore the property and the uses on the property to compliance with the Town Planning Scheme, the Building Regulations and the Health Regulations.**

- (e) That similarly, the Court Order empowers the Municipality to enter the property and restore the use of the property to compliance with the Town Planning Scheme, the Building Regulations and the Health Regulations at the cost of the owner of the property, Gecko Namibia (Pty) Ltd.
-

6.1.5 GECKO CONSTRUCTION – NON-COMPLIANT ACTIVITIES – COURT INTERDICT
(C/M 2016/04/28 – G 2/2 (1))

RESOLVED:

ANNEXURE A

- (a) That Council obtains a Court Order addressed at terminating the actions by Gecko Namibia (Pty) Ltd and/ or its affiliates on property *Remainder of Farm Douglas 184* with immediate effect, and to restore the property and the uses on the property to compliance with the Town Planning Scheme, the Building Regulations and the Health Regulations;
 - (b) That similarly, the Court Order empowers the Municipality to enter the property and restore the use of the property to compliance with the Town Planning Scheme, the Building Regulations and the Health Regulations at the cost of the owner of the property, Gecko Namibia (Pty) Ltd.
 - (c) That the above Court Order be effective from 1 June 2016.
-



ANNEXURE B

MUNICIPALITY OF SWAKOPMUND

The Letter to the Attorneys

Ref No: G 2/2 (1)

Enquiries: Mr A Plaatjie

(064) 4104200

(064) 4104208

53 Swakopmund

NAMIBIA

www.swkmun.com.naaplaatjie@swkmun.com.na

10 April 2019

Koep & Partners
SWAKOPMUND

Attention: Ms W de Bruin

Dear Madam

**GECKO CONSTRUCTION:
NON-COMPLIANT ACTIVITIES – COURT INTERDICT**

The above subject matter refers.

On 28 April 2016 Council passed the following resolution under item 6.1.5 during its *in camera* session:

- (a) That Council obtains a Court Order addressed at terminating the actions by Gecko Namibia (Pty) Ltd and/ or its affiliates on property *Remainder of Farm Douglas 184* with immediate effect, and to restore the property and the uses on the property to compliance with the Town Planning Scheme, the Building Regulations and the Health Regulations;
- (b) That similarly, the Court Order empowers the Municipality to enter the property and restore the use of the property to compliance with the Town Planning Scheme, the Building Regulations and the Health Regulations at the cost of the owner of the property, Gecko Namibia (Pty) Ltd.
- (c) That the above Court Order be effective from 1 June 2016.

Attached a copy of the submission that was tabled at the above meeting.

The above decision was not executed, however in the meantime it has been confirmed that the current owner of the Remainder of Farm Douglas 184 is:

OWNER:	MOONLIGHT RESORT (PTY) LTD Co No 2014/0619
CERTAIN:	REMAINDER OF FARM DOUGLAS 184
SITUATE:	In the Municipality of SWAKOPMUND Registration Division "G" ERONGO Region
MEASURING:	21,5517 hectares
HELD BY:	CERTIFICATE OF CONSOLIDATED TITLE NO. T11/1994
SUBJECT:	May only use for Agricultural purposes
BONDS:	B 7308/2014 for N\$14 430 000,00 ifo Bank Whk B 7659/2018 for N\$5 170 000,00 ifo Bank Whk
SPECIAL CONDITIONS/ SERVITUDES:	

You are therefore kindly requested to obtain an interdict to comply with the applicable land usage for the portion of land.

For any enquiries, please contact the undersigned at ☎ 064-4104200.

Yours faithfully



A Platjie
Acting GM: Corporate Services & HR



/sb

ANNEXURE C

Johanna Angolo

From: Clarence McClune
 Sent: Wednesday, 04 August 2021 07:55
 To:
 Cc:
 Subject: FW: RESOLUTION - SWAKOPMUND MUNICIPALITY

Legal advice from Koep & Partners

Good Morning Ms. Angolo,

As you are aware of the proceedings against the non-compliance with the Town Planning Scheme by Moonlight (Farm Douglas).

The advocate who is dealing with the court application has advised that the initial resolution which granted that a court order be applied for should be revised to be more specific as indicated in the mails below.

Seeing that this matter was submitted by the Town Planning Section, I will need that a revised submission be table to MC with the amendments to the original resolution.

We can discuss what must be presented in the submission, just let me know.

Regards.

Clarence McClune | General Manager: Engineering & Planning Services | Engineering & Planning Services | 4401

From: Yolandi Esterhuysen <yolandi@koep.com.na>
 Sent: Monday, 02 August 2021 01:46 PM
 To: Clarence McClune <cmclune@swkmun.com.na>
 Cc: Wilmili De Bruin <wilmili@koep.com.na>; Nadia Holtzhausen <nadia@koep.com.na>
 Subject: FW: RESOLUTION - SWAKOPMUND MUNICIPALITY

Dear Mr. McClune,

Kindly see Advocate Hettie Garbers-Kirsten's response to the resolution herein.

Kind Regards

Yolandi Esterhuysen
 Candidate Attorney
 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: yolandi@koep.com.na

Windhoek Office
 83 Schanzen Road,
 Windhoek, Namibia
 Tel: +264 61 382 800 | Fax: +264 61 382 888

ATTORNEYS | NOTARIES | CONVEYANCERS | Web: www.koep.com



Member of Lex Africa
A network of leading lawyers in Africa – www.lexafrica.com

Member of Lex Mundi
The world's leading association of independent law firms – www.lexmundi.com

"This email and any attachments it carries are generated and for use by the addressee(s) named herein and may contain copyright or other confidential information. Disclosure, distribution or copying of this e-mail and any attachments herein is strictly prohibited. If you received this email in error, please notify the sender at info@koep.com and do not attempt to disseminate the original copy of this e-mail or any attachments thereon."

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by Mimecast Ltd, an innovator in Software as a Service (SaaS) for business. Providing a safer and more useful place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

From: hettiegk@gmail.com <hettiegk@gmail.com>
Sent: Monday, 02 August 2021 12:51
To: Yolandi Esterhuysen <yolandi@koep.com.na>
Cc: Wilmili De Bruin <wilmili@koep.com.na>; Nadia Holtzhausen <nadia@koep.com.na>
Subject: RE: RESOLUTION - SWAKOPMUND MUNICIPALITY

Dear Yolandi

Thank you for the resolution.

It is unfortunately not conducive – it is a very general resolution. It does not authorize a specific person to adduce to an affidavit to institute and prosecute the application.

I suggest that a new resolution be taken at a properly constituted meeting of the Council where they confirm the previous resolution, appoint Mr Mc Clune to adduce to the affidavit on behalf of the Council to institute and prosecute the application and that your firm be appointed as the legal practitioners to represent them.

Kind regards

Hettie

Pictures from the site

ANNEXURE D



- 11.1.28 **VIRTUAL MEETING WITH TRANSNAMIB AND MINISTRY OF WORKS AND TRANSPORT**
(C/M 2021/08/30 - E 466; E 444; E 779; 16/1/4/1/1; 5/6/12)
Special Management Meeting of 19 August 2021, Addendum 5.24
page 61 refers.
-

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

1. Purpose

Purpose of this submission is to present to Council the discussion which took place between Honourable Governor of the Erongo Region, members of Council, the Ministry of Works and TransNamib on the acquisition of TransNamib land and the relocation of the railway line in town.

2. Background

The TransNamib's land and the railway line located in the centre of town have been one of the topics which Council have been debating for a number of months if not years.

Due to the latest accident, in March 2021, at the railway station the situation could not be left to talks only but serious action needed to be taken. This resulted in several decisions taken by Council, namely on the **25 March 2021** under item 11.1.23 and on the **29 April 2021** under item 11.1.18.

From the above decisions, it was advised through the office of the Honourable Governor of the Erongo Region, to set up a virtual meeting with the Ministry of Works and Transport and TransNamib, to conclude the issues surrounding the TransNamib land registered as erf 466, Erf 444 and Erf 779 and the railway line relocation.

3. Discussion

During the meeting, the Councillor Groenewald made presentation on the reason for the railway line to be relocated and the why Council is interested to exchange or transfer of the TransNamib's property, registered as erf 444, erf 466 and erf 733.

Even though the meeting could not conclude with definite commitments, but it gave the Council an opportunity to express to TransNamib and the Ministry of Works and Transport, the serious concerns faced by the Council for future development of the town especially in the central business district.

The minutes of the meeting is attached to this submission. There is also an electronical recording of the meeting as well as the presentation by Councillor Groenewald on file and record.

4. Conclusion

The meeting did however conclude with an agreed understanding for the way forward in resolving the issues raised by Council.

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

- (a) That all stakeholders arrange an urgent meeting with their technical teams once discussed with their principals on the practical approaches to be followed in the two key subject matters.
 - (b) That discussions take place between the Municipality and Trans Namib for the exchange / transfer of Erven 444, a portion of 466, 773 and the railway reserve portion in order for Council to establish a much needed tertiary institution.
 - (c) That a checklist be compiled that will outline the timelines required for the progress on both subject matters.
 - (d) That the stakeholders make provision to meet again around 2022 / 2023 July 2021.
-

V/M 30 / 2021

ANNEXURE A**CONFIDENTIAL****MINUTES**

of a Virtual Meeting held in the Management Committee Room, Main Municipal Office Building, Swakopmund on **Thursday, 24 June 2021 at 10:00.**

PRESENT:

Neville Andre Itope	:	Erongo: Governor
Councillor W O Groenewald	:	Chairperson of M/C
Councillor C-W Goldbeck	:	Alternate Chairperson of M/C
Councillor L N Kativa	:	Mayor

OFFICIALS:

Mr H INaruseb	:	Acting Chief Executive Officer
Mr M P C Swarts	:	GM: Corporate Services & Human Capital
Mr C McClune	:	GM: Engineering & Town Planning Services

ALSO PRESENT:

Ms E Kalondo	:	Office of the Governor
Mr Ferdinands Gawiseb	:	TransNamib
Mr Uirab	:	Ministry of Works & Transport

1. OPENING WELCOMING BY GOVERNOR

The Honourable Governor opened the meeting by welcoming the Honourable Mayor and her team present at the Management Committee room as well as the representatives from Trans Namib and Ministry of Works & Transport who were virtually connected from Windhoek. The Chief Executive Officer of Trans Namib however requested the Honourable Governor to be excused due to other pressing commitments he has to attend to.

2. DISCUSSION POINTS**2.1 PRESENTATION BY COUNCILLOR GROENEWALD**

The Honourable Governor called upon Councillor Groenewald to proceed with his presentation (electronical available) which dealt with:

2.1.1 Relocation of the Railway line – Bypass

2.1.2 Exchange/Transfer of Trans Namib properties i.e. erven 444, portion of 466, 773 and the railway reserve portion to the Municipality

2.2 DISCUSSIONS FOLLOWING PRESENTATION

2.2.1 The presentation by Councillor Groenewald was very clear and to the point and the content thereof were confirmed by the representatives of both Trans Namib and Ministry of Works and Transport as they in the meantime already engage with the consulting engineers of the Municipality that compiled the Strategic/Structure Plans of Council.

2.2.2 The plea from Council is that the by-pass be considered whilst the rehabilitation of the railway from Walvis Bay to Kransberg has not reach Swakopmund and the cost

V/M 31 / 2021

implications i.e. bridge over road be determined. Government officials were urged to recommend to their principals funding of the cost implications for the railway by-pass.

2.2.3 Reference was also made to the hindering of further developments in the area as well as the danger train accidents caused panning on the cargo they transporting.

2.2.4 The meeting agreed that further discussions before any progress of the rail project takes place between all stakeholders as soon as possible.

2. **RECOMMENDATIONS/WAY FORWARD**

- (a) That all stakeholders arrange an urgent meeting with their technical teams once discussed with their principals on the practical approaches to be followed in the two key subject matters.
- (b) That discussions take place between the Municipality and Trans Namib for the exchange/transfer of erven 444, a portion of 466, 773 and the railway reserve portion in order for Council to establish a much needed tertiary institution.
- (c) That a checklist be compiled that will outline the timelines required for the progress on both subject matters.
- (d) That the stakeholders make provision to meet again around 22/23 July 2021

4. **MATTERS NOT ON THE AGENDA, BUT DISCUSSED WITH THE PERMISSION OF THE CHAIRPERSON**

Noted.

The meeting adjourned at 11:05

Minutes confirmed on 23 July 2021.

**COUNCILLOR W O GROENEWALD
CHAIRPERSON**

MS/ta



**Mr H INaruseb
ACTING CHIEF EXECUTIVE OFFICER**

11.1.29 **APPLICATION FOR EXEMPTIONS OF LANDING FEES FOR LIGHT SPORT FLYING AIRCRAFTS AT THE SWAKOPMUND MUNICIPALITY AERODROME**
(C/M 2021/08/30 - 18/1/1/1)

Special Management Meeting of 19 August 2021, Addendum 5.26
page 70 refers.

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

1. Purpose

The purpose of compiling this submission is to eliminate the theories and customs behind charges applying towards the microlight and light sport aircraft (LSA) at Swakopmund Municipal Aerodrome. Light Sport and Amateur-built Aircraft Association of Namibia (LISAMA), the representative of LSA, is requesting Council to waive all landing fees for microlights, gliders and LSA to support the sport flyers.

2. Background

Light Sport and Amateur-built Aircraft Association of Namibia (LISAMA) submitted a correspondence to CEO office as a representative of Light Sport Aircraft (LSA) back in **2017**, requesting audience with the Council as to **why** LSA owners are charged landing fees at Swakopmund Municipal Aerodrome while, for the last 20 years, LSA, microlight and Gliders were exempted from paying landing fees.

Various meetings and correspondence have taken place since then. It is believed that in the past Microlights, Light Sport Aircrafts and Gliders were always exempted from paying landing fees at airfields, including Swakopmund Airfield. This has been customary since inception of Swakopmund Airfield and that it was upheld by Kai Rubow, the late Danie v d Merve and Brian Roos. It is also believed that generally LSA do not pay landing fees in the SADC countries and that this custom has been adhered to and honoured by all sequential operators. LISAMA argued that LSA are sport flyers and not commercial aircrafts that they are light and thus do not wear off runway and apron compared to heavy commercial aircrafts.

3. Discussion

The moment Swakopmund Airfield came under management of Swakopmund Town Council as Swakopmund Municipal Aerodrome, it automatically submitted itself to the rules and regulations of Swakopmund Municipality.

The operations of Swakopmund Municipality is strictly guided by the guidelines stipulated in Aeronautical Information Publication (AIP) as well as Government Gazette of Republic of Namibia No. 404 under Municipality of Swakopmund: Tariffs **2021/2022**, on page 207, (recently amended) as shown below:

**AMENDMENT OF THE CHARGES AND FEES IN RESPECT OF AERODROME
LANDING AND PARKING CHARGES**

The Council of the Municipality of Swakopmund under section 30(1)(u) of the Local Authorities Act, 1992 (Act No. 23 of 1992) as amended, further amends the charges and fees in respect of Aerodrome facilities, as set out in the Schedule: Effective 1 July 2021.

The tariff Schedule is hereby amended-

I. AERODROME LANDING AND PARKING CHARGES (VAT exclusive)

	Maximum certificated mass in Kilogram of an aircraft up to and including	2020 / 2021 LANDING CHARGES	2020 / 2021 PARKING CHARGES (per 24hrs or part thereof)	2021 / 2022 LANDING CHARGES	2021 / 2022 PARKING CHARGES (per 24hrs or part thereof)
I.	AERODROME				
A	500 kg	36.00	6.00	36.00	6.00
B	1000 kg	58.00	12.00	58.00	12.00
C	1500 kg	85.00	18.00	85.00	18.00
D	2000 kg	116.00	23.00	116.00	23.00
E	2500 kg	148.00	29.00	148.00	29.00
F	3000 kg	177.00	36.00	177.00	36.00
G	3500 kg	207.00	41.00	207.00	41.00
H	4000 kg	236.00	47.00	236.00	47.00
I	5000 kg	295.00	59.00	295.00	59.00
J	6000 kg	354.00	70.00	354.00	70.00
K	7000 kg	414.00	82.00	414.00	82.00
L	8000 kg	473.00	95.00	473.00	95.00
M	9000 kg	531.00	107.00	531.00	107.00
N	10 000 kg	590.00	118.00	590.00	118.00

As one can see, charges are applying to any/all aircraft containing Maximum Take-Off Weight of more than 500 kg. LSA aircraft, microlights and gliders maximum take-off weigh can vary from 450kg to under 1000kg and some of the aircraft can reach to 900kg or more, even if they are two seated aircraft.

If the argument is about supporting sport flyers, below is the amended short part showing the evidence of other sports activities paying their usage of facilities whenever sport activities take in place Swakopmund as implemented.

AMENDMENT OF THE CHARGES AND FEES IN RESPECT OF SPORT FACILITIES

The Council of the Municipality of Swakopmund under section 30(1)(u) of the Local Authorities Act, 1992 (Act No. 23 of 1992) as amended, further amends the charges and fees in respect of sport facilities, as set out in the Schedule: Effective 1 July 2021.

If Light Sport Aircraft demands for their fees to be exempted and waived in respect of supporting, Council might as well waive other sports fees too. Helicopters never use the Runways. They only land at one spot and take off from that same spot, yet they at least pay 20% of landing fees and if they have passengers, they comply with the regulations.

4. Conclusion

All matters as discussed above are being handled in accordance with applicable legal provisions and by mandated institutions of government and well as general aerodrome income generating procedures.

It is worth mentioning that the Aerodrome is currently operated by the Swakopmund Municipality and not "*Privately*" owned like before, thus all aircrafts used, even for sports, that is exceeding MTOW of 450kg, is liable to pay landing fees charges.

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

- (a) That Council does not allow landing, parking or passenger fee to be exempted.
 - (b) That all operators be informed that any outstanding balances or accounts in arrears to be paid up in full by end of September 2021.
 - (c) That the General Manager: Engineering and Planning Services, inform any and all operators who does not or refuses to comply with the rules and regulations of the Swakopmund Municipality Aerodrome to stop their operations until such time that they comply.
-

11.1.30 **AGRI INDUSTRIAL PARK - SWAKOPMUND**
(C/M 2021/08/30 - 16/1/4/2/1/13)

Special Management Meeting of 19 August 2021, Addendum 5.23
page 55 refers.

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

1. Purpose

Purpose of this submission is to present to Council the proposal by Messrs We-Agri Ltd for the establishment of an Agricultural Industrial Park next to the new Waste Water Treatment Plant and a supporting desalination facility to support the Agricultural Industrial Park with water.

2. Introduction

Messrs We-Agri Ltd is a company that specialises in turnkey solutions for agricultural projects, bringing in advanced Agri-Technologies and Smart Agriculture in order of making Agri-venture sustainable.

In **December 2020**, the representatives of We-Agri Ltd had a meeting with the Chief Executive Officer and the General Manager: Engineering and Planning Services to introduce their company and present their proposal to establish an Agricultural Industrial Park within the boundaries of Swakopmund. The representatives were advised that their proposal needs to be presented to Management Committee for consideration.

3. Background

On the **15th July 2021**, Messrs We-Agri Ltd made a presentation to the Management Committee.

The presenter introduced the Company and the key role players who will be part of the agricultural proposal, namely:

- *ODIS, a global leader in water treatment solutions who develop, design, manufacture and operate water and WWTP's*
- *EPF, a multi-disciplinary engineering, pumping and filtration company (local engineering & installation partner for Odis)*

The company has been involved in agricultural projects in Africa since 2013 such as the establishment of a 60Ha Avocado plantation in Kenya.

4. The Establishment of the Agri Industrial Park

The establishment of the Agri Industrial Park (AIP) within the boundaries of Swakopmund will be utilizing mainly Municipal Wastewater for food production and jobs creation. The table

below, is the benefits or the aims which the AIP will address for the town of Swakopmund

<i>Mitigation & Adaptions</i>	<i>Agri-Industrial Park, Swakopmund – Aims to Address:</i>
<i>Water Scarcity & Lack of Water Infrastructure for future expansion</i>	<ul style="list-style-type: none"> • <i>Convert Municipal wastewater into irrigation water suited for agricultural usage</i> • <i>Water supply solutions</i> • <i>Strategic goal to develop urban agriculture</i>
<i>Food Insecure City</i>	<ul style="list-style-type: none"> • <i>Increasing FOOD SECURITY; Smart and advance agricultural platform in large scale nearby the city</i>
<i>Jobs Creation</i>	<ul style="list-style-type: none"> • <i>Direct jobs: around 500 JOBS</i> • <i>Indirect: Around 1500 – 2000 JOBS</i>
<i>Driving the economy – Export to neighbouring countries</i>	<ul style="list-style-type: none"> • <i>Bunch of profit centres: Public & Private sectors</i> • <i>Develop Agri-Industrial out of the AIP operation</i>
<i>Knowledge, Know How and quality inputs</i>	<ul style="list-style-type: none"> • <i>Training Centre: Entry gate for Israeli Agriculture with knowledge</i> • <i>BOS Model: Build, Operate and Stay</i>

5. AIP Project Outline and Requirements

5.1. The Site

The site that has been identified by the presenter as an ideal location for the AIP project is on the northern side of the new Wastewater Treatment Plant. The AIP project will require at least a 100 Ha of land which will accommodate:

- *Agri-Business units*
- *Training and Knowledge Centre*
- *Packhouse and logistic Centre*

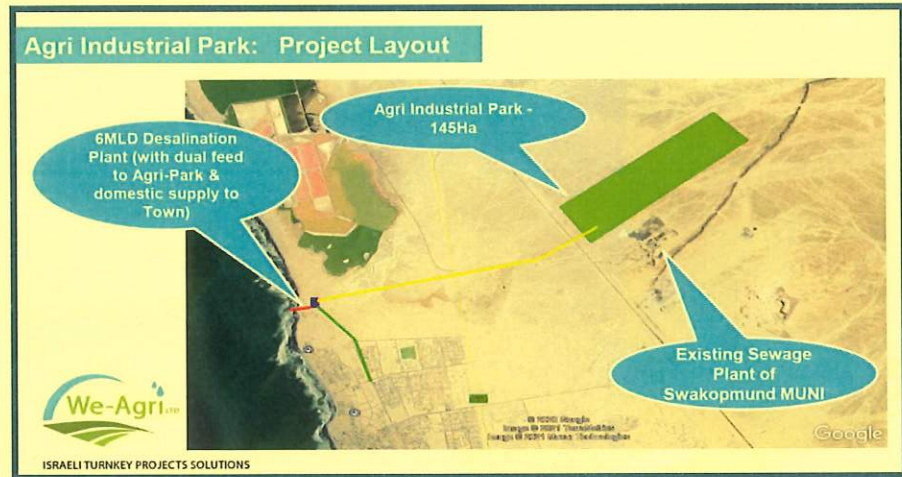
In order to support the operations of the AIP project, a water supply of at least 6ML per day will be required. The presenter has indicated that treated effluent from the Wastewater Treatment Plant will be the preferred source of supply, but due to the current production of the Wastewater Treatment Plant, which produces 6-7 ML per day but due to existing consumers only 3ML per day may be available for the AIP project.

In order to close the deficit of 3ML per day, the company is willing to setup a desalination plant that will be able to feed the AIP project as well as also supply the Council with potable water. If such an arrangement can be committed by the We-Agri Ltd, will assist the Council with water supply for consumption as well as aid in possible future developments for the Town.

For the supporting desalination plant, an erf south of the Salt Works was identified. Currently the erf is zoned for mariculture activity and is 5 Ha in size. During discussions with Corporate Services Department it was identified that the mariculture erf was allocated to a private entity, in order to conduct mariculture activity, but to date this erf is un-utilized. The private entity has not shown any interest in continuing with the planned activity. If Council agrees this erf can be returned to Council and offered to

We-Agri for the purpose of desalination operations for the AIP project.

The map below represents the various sites which can be considered for the AIP project. Please note that the size of 145Ha has been revised downwards to 100Ha as per the presentation of 15 July 2021 by Messrs We-Agri Ltd.

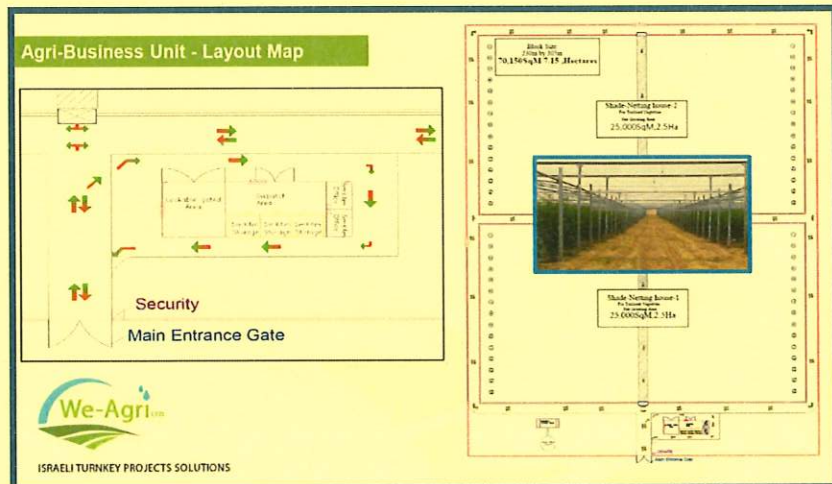


5.2. The Layout and Operations

The AIP project will consist of Business units, Training and Knowledge Centre, Package and Logistic Centre and a Desalination Plant.

(a) Business Units

The Agri Business units will consist of shade net covered units of 7 Ha in size which will be leased to the private sector. Within these units there will be spaces created for offices, storage, greenhouse and for dispatch, which the private entity can utilize in their agricultural venture. Below is a representation of the presenter’s vision of the Business units for the AIP project.



Below is a representation of the presenter's vision of the Business units for the AIP project.



(b) Pack house and Logistic Centre

The pack house and logistic centre will be a centralized unit of operation with regard to the packing, selling and exporting of the products produced by the various private entities under the AIP project. The following activities will be run from this centre, namely:

- (a) Supporting local company to be the off-taker (buyer) of the AIP project.
- (b) Designated to export to neighbouring countries and export to Bahrain
- (c) Single buyer for the beneficiaries (Agri-Entrepreneurs) of the AIP project
- (d) Providing packing, sorting and dispatching services
- (e) Logistics-Fresh produce collection and transport
- (f) Capacity to do comprehensive overseas market survey together with We-Agri team
- (g) The premises will be certified with Good Agricultural Practices (GAP) standard for export.

(c) Desalination Plant

The desalination plant will be located near the beach to be close to the point of extraction. The plant will utilize the latest technology for seawater conversion into a suitable and acceptable water supply for the AIP project's food production as well as for human consumption (potable water).

5.3. The Project Benefits

The AIP project, according to the presenter, will benefit Council in the following ways:

- (a) Sale of Treated Effluent water to the AIP project
- (b) Fees generated from the sale of land and the associated rates and taxes or leasing fees from the beneficiaries
- (c) Inflow of foreign currency due to the exporting of the produce from the AIP project, Tax duties
- (d) Job creation

6. Conclusion

The proposal by the representative of We-Agri Ltd to establish a Agricultural Industrial Park within the Swakopmund Town Boundaries falls in line with Council's targeted economic and social advancements for the town of Swakopmund. The recent approved Structure Development Plan by Council also advocates and make provision for agricultural ventures for the town.

The only part that will require further thought is the establishment of desalination plant, because of the current position of Government with regard to the establishment of privately-owned desalination plants. The presenter based the size of their plant on the assumption that 3MLD of treated effluent will be supplied to the AIP project and the remaining need of an additional 3MLD will be from the Desalination Plant. The exact plant size will still need to be defined after a full assessment of the current inflow and demand of the Wastewater Treatment Plant is completed.

The establishment of a desalination plant is a vital component to the success of the establishment and operation of the Agricultural Industrial Park, a project which will benefit Swakopmund, the Erongo Region and also the Namibian nation on various levels.

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

RECOMMENDED:

- (a) That Council takes note of the presentation by Messrs We-Agri Ltd on the establishment of an Agricultural Industrial Park and associated Desalination Plant.
- (b) That Council, in principle, supports the establishment of an Agricultural Industrial Park north of the New Wastewater Treatment Plant.
- (c) That Council, in principle, supports the establishment of a Desalination Plant on the coastline, south of the Salt Works mining area, as this plant will be a supporting facility to the operations of the Agricultural Industrial Plant.
- (d) That Council, in principle, supports the proposal by Messrs We-Agri Ltd for the supply of potable water from the Desalination Plant to be integrated within the water supply of Council's water to the residents of town.
- (e) That the exact size and location of the Agricultural Industrial Park and Desalination plant, with associated pipelines and facilities, be determined by the General Manager: Engineering and Planning Services.
- (f) That once the size and location of the Agricultural Industrial Park and Desalination plant, with associated pipelines and facilities are determined by the General Manager:

Engineering and Planning Services, that the Acting General Manager: Corporate Services and Human Capital submits to Council for consideration.

- (g) That Council, will assist and provide full support to Messrs We-Agri Ltd, if and when required, for a delegation to present this proposal to the Honourable Governor of the Erongo Region, The Honourable Minister of Urban and Rural Development and any other Ministerial branch, depending on the extend of the interest, in order to obtain the necessary support and approvals for the establishment of the Agricultural Industrial Park, Desalination Plant and associated pipelines and facilities.**
 - (h) That any costs associated with this proposal, such as travel and lodge expenses, disbursements, feasibility studies, designs and any other expenses not listed but incurred by Messrs We-Agri Ltd, should be for the account of Messrs We-Agri Ltd and not Council.**
-