

AGENDA

NO. 2

Ordinary Council Meeting

on

THURSDAY

27 JANUARY 2022

at

19:00



MUNICIPALITY OF SWAKOPMUND

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11.1.11 **OBJECTIONS AGAINST THE SALE OF ERVEN 3346 & 3352, EXTENSION 9, SWAKOPMUND TO ANDRICO INVESTMENTS NO. 12 (OCEAN VIEW SPAR)**

(C/M 2022/01/27 - E 3352, E 3346)

Ordinary Management Committee Meeting of 13 January 2022, Addendum 7.13 page 209 refers.

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

1. Introduction

The purpose of this submission is to consider the objection received from Mr Gerrard Ndala against the sale of Erven 3346 and 3352, Swakopmund to Andrico Investments No 12. (hereinafter referred to as "Andrico"). The objection received is attached as **Annexure "A"**.

Andrico intends to integrate the erven and extend the development on the existing Ocean View SPAR situated on Erf 3345, Extension 9, Swakopmund.

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). The layout plan of the envisaged development is attached as **Annexure "B"**.

Attachments:

Annexure "A"	:	<i>Objection dated 29 October 2021 received from Mr Gerrard Ndala.</i>
Annexure "B"	:	<i>Lay-out of the envisaged development on Erven 3352 and 3346, Swakopmund</i>
Annexure "C"	:	<i>Item 11.1.24 of Council's decision passed on 30 August 2021</i>
Annexure "D"	:	<i>Notice 70/2021</i>
Annexure "E"	:	<i>Press Release of 12 October 2021 based on Council's decision passed on 30 August 2021 under item 11.1.15.</i>

2. Brief Background

During **2016** Andrico applied to purchase Erven 3346 and 3352, Swakopmund to extend the existing Ocean View Spar. The sale was approved by Council on **31 May 2016** under item 11.1.5 and subsequently Council on **27 October 2016** approved the purchase prices of the erven at N\$1 730.00/ m² for Erf 3346 and N\$1 770.00/m² for Erf 3352, Swakopmund.

Andrico subsequently applied for a reduction in the purchase price and Council reduced the purchase price on **28 September 2017**, under item 11.1.4 in respect of Erven 3345 and 3352, Swakopmund from N\$1 730.00/m² and N\$1 770.00/m² to N\$1 200.00/m².

Although the price was reduced, Andrico never took-up the offer. Since 2017, no other application was received from the public to purchase these two erven. On **01 April 2021** Andrico submitted a

letter applying to Council to purchase the same erven at N\$ 200/00/m². On **30 August 2021** under item 11.1.24, Council approved Andrico's application as per the conditions attached as **Annexure "C"**.

Andrico was informed as per letter dated **06 September 2021** of the above Council resolution. They accepted the offer by Council and paid the advertisement fee for placement of a notice for possible public objection. The sale was advertised on 15 and 22 October 2021 under Notice 70/2021 (**Annexure "D"**) in the Namib Times and the Namibian respectively. The closing date for objections was Tuesday, **02 November 2021** on which date an objection was received from Mr Gerrard Ndala.

3. Objections Received

Mr Gerrard Ndala objected and requested Council to reconsider its intention to sell the subject erven by private treaty and provide equal opportunity to all potential interested investors to purchase the land by closed bid sale.

His claims are based on the following:

- (a) That the proposed sale is prejudicial to all other interested parties and it is contrary to the tenure and spirit of the press release and the resolution of Council of **12 October 2021** wherein it states that "Council has decided that they will no longer entertain unsolicited bids, proposals, requests for land from the public".

Comments:

Council first approved the sale of the subject erven to Andrico in 2016, the resolutions were never repealed and are still valid (Council Resolutions: 31 May 2016, item 11.1.5; 27 October 2016, item 11.1.6 and 28 September 2017, item 11.1.4). The application of Andrico dated 01 April 2021 is regarded as a continuation of the negotiation the transaction approved during 2016. After they declined the purchase price, no other applications were received from the public for these erven and they remain unused.

The allocation of the erven to Andrico was approved prior to the decision the objector is referring to. The decision to publish a press release regarding the future sale of land was passed on 30 August 2021 under item 11.1.15. The objection in this regard cannot be supported.

- (b) The objector highlights that the advert further states that the approved process for allocation of land to private developers is subject to the terms of Section 7 of the Property Policy which precludes the members of the public from seeking audiences with Council and submitting their applications to purchase or develop land.

Comments:

Council has been receiving numerous applications from private developers who are seeking audiences regarding applications to purchase undeveloped land for housing and township development. Many private developers believe that given an opportunity to have an audience with Council will guarantee allocation of land which is not the case. Council in the past was lenient and allowed all private developers who seek audience to present their business proposals/ applications, although in many instances the future development of the land was already planned by Council. Most of the proposals were for housing and township development. Due to the high demand of large portions of land for housing and township, Council decided not to consider selling land privately but offer an equal and fair opportunity to all private developers in this market to compete.

The allocation of the subject land was done before Council took a decision not to sell land privately and before the advertisement of **12 October 2021** was released. The press release of 12 October 2021 outlined the future of land allocations.

For ease of reference, Section 7 of the Property Policy referred to by the objector is quoted below:

*It is the intention of **Council**¹ 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.

- (c) *Council resolution sets out that all land which Council intends to lease or sell to the public will be advertised to ensure that everyone has equal and fair opportunity to compete...*

Comments: *The comments under points (a) and (b) are also relevant to this statement.*

4. Proposal

It is proposed to take note of the concerns raised by Mr G Ndala in his letter dated **29 October 2021** and the comments provided for every concern. It is further proposed that the Management Committee considers the objections raised by Mr G Ndala, but that such not be supported as the allocation of the subject erven dates back to 2016 and the press release published on 12 October 2021 is based on Council's decision passed on **30 August 2021** under item 11.1.15.

It is therefore recommended that Council rejects the objection and to submit same to the Minister of Urban and Rural Development for consideration as required in terms of Section 63 (3) (b) of the Local Authorities Act 23 of 1992 and propose the sale of Erf 3346 and 3352, Swakopmund to Andrico as per Council decision of 30 August 2021, item 11.1.24.

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

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

RECOMMENDED:

- (a) That Council takes note of the objection received from Mr Gerrard Ndala against the sale of Erven 3346 and 3352, Swakopmund to Andrico Investments No. 12 for the expansion of their existing business located on the adjacent erf.
 - (b) That Council rejects the objection received as it has no merit and reveals no grounds to support his claims which are based on the press release of 12 October 2021 and the decision taken by Council on 30 August 2021 under item 11.1.15 being after the sale of the subject erven was initially approved on 31 May 2016 under item 11.1.5.
 - (c) That Council's comments be submitted to the Ministry of Urban and Rural Development as required in terms of Section 63 (3) (b) of the Local Authorities Act 23 of 1992 as amended for consideration.
-

19-03-08. 3346

E 3346

E 3352

33

The Chief Executive Officer
Municipality of Swakopmund
P.O. Box 53
Swakopmund

29 October 2021

ANNEXURE "A"



By Hand


Attention: Mr. Alfeus Benjamin

RE: OBJECTION TO SALE OF ERVEN 3346 AND 3352 EXTENSION 9 SWAKOPMUND

1. Kindly take notice of the objection to the sale of the abovementioned erven.
2. The proposed sale to **ANDRICO INVESTMENTS NO. 12 (PTY) LTD** is prejudicial to all other interest parties.
3. It is further contrary to the tenure and spirit of the press release and resolution dated **12 OCTOBER 2021**, wherein it states:
 - a. "...Council has decided it will no longer entertain unsolicited bids/proposals/requests for land from the public..."
4. Further subject to the approved process for allocation of land to private developers in terms of section 7 of the Property Policy, as set out in point (b) of the said resolution.
5. The resolution precludes the members of the public from seeking an audience with Council and submitting application to purchase or develop land.
6. The resolution further sets out that "all land which Council intends to lease or sell to the public will be advertised to ensure that everyone has an equal and fair opportunity to compete..."

7. The sale of the subject even by private treaty does not provide equal opportunity to prospective investors as there was no call for development proposals advertised as per the letter of the resolution.
8. It is on these grounds that I/we request that Council reconsiders its intention to sell the land by private treaty and provide an equal opportunity to all potential interested investors by subjecting the land to a closed bid sale.

Yours sincerely



Gerrard Ndala

Member of Public

Cell: +264 81 274 5899

P.O. Box: 4118 Vineta Swakopmund



MUNICIPALITY OF SWAKOPMUND

E 3346 & E 3352

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 📠 (064) 4104208
 📍 53 Swakopmund
 NAMIBIA
 🌐 www.swkmun.com.na
 ✉ mshshehama@swkmun.com.na

Enquiries: Ms M Sheehama

16 November 2021

Mr Gerrard Ndala
 P O Box 4118
 VINETA
 13003

Dear Sir

OBJECTION TO THE SALE OF ERVEN 3349 AND 3352 EXTENSION 9, SWAKOPMUND

I acknowledge receipt of your letter dated **29 October 2021** the content whereof is noted.

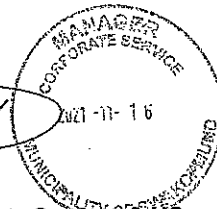
Kindly be informed that your objection will be submitted to Council's meeting in January 2022 whereafter it will be submitted to the Ministry of Urban and Rural Development for consideration.

A further correspondence will be addressed to you as soon as circumstances permit.

Should you have any further enquiries, please do not hesitate to contact Ms M Sheehama at ☎ 064-4104213.

Yours faithfully

Mr A Plaatzje
 Acting GM: Corporate Services & HC
 /ms





MUNICIPALITY OF SWAKOPMUND

Ref No: E 3346 & E 3352

Enquiries: Ms M Sheehama

☎ (064) 4104213
 📠 088 614 514
 📍 53 Swakopmund
 NAMIBIA
 🌐 www.swkmun.com.na
 ✉ msheehama@swkmun.com.na

16 November 2021

Andrico Investments No. 12 (Pty)
 P O Box 8393
 SWAKOPMUND
 13001

☎ 081 127 9943
 ✉ oceanviewspar@gmail.com

Dear Sir

NOTICE 70/2021: SALE OF ERVEN 3346 AND 3352, EXTENSION 9, SWAKOPMUND


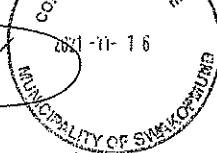
In pursuance of our letter dated **07 October 2021**, kindly be informed that an objection was received against the intended sale of the abovementioned erven.

Please take note that the objection received will be submitted to Council for consideration in January 2022 whereafter it will be submitted to the Honourable Minister of Urban and Rural Development for a decision.

A further correspondence will be addressed to you as soon as circumstances permit.

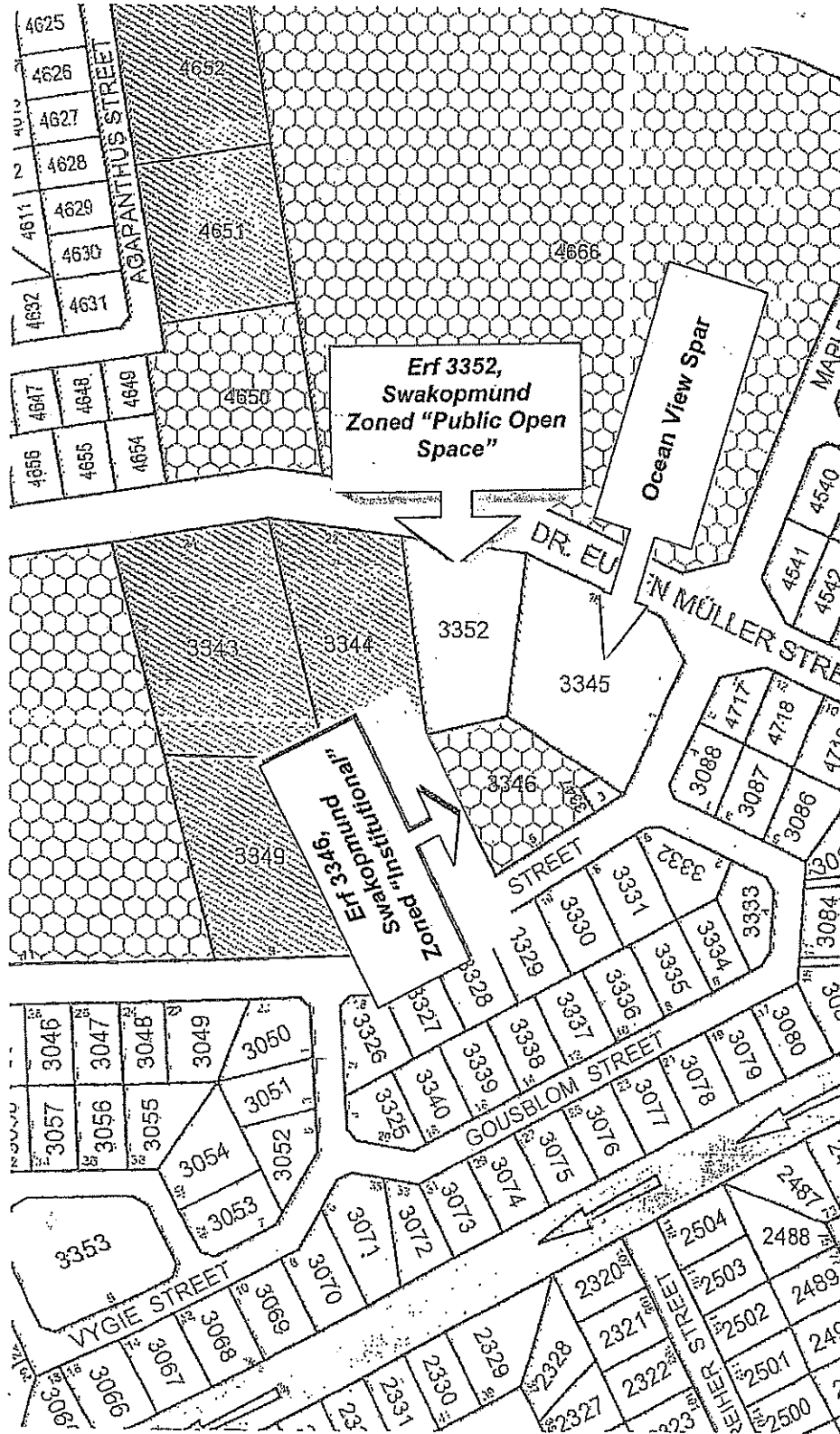
Should you have any enquiries, please contact Ms M Sheehama at ☎ 064-4104213.

Yours faithfully



Mr A Plaatjie
Acting GM: Corporate Services & HC
 /ms

All correspondence must be addressed to the Chief Executive Officer

Pla.



Annexure "B"

ERF 3352, LOCATION IN DR EUGEN MULLER ST – EXTENSION 9 OCEANVIEW, SWAKOPMUND

ANNEXURE "C"**Council's Decision passed on 30 August 2021 under item 11.1.24:**

- (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 No. 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 "voetstoets" 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.**
- (x) 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.**
- (xi) That the said improvements be completed within 24 months (2 years) from date of transfer.**
- (xii) The agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof by the purchaser.**
- (xiii) That the purchaser indemnifies Council against any claims resulting from blasting, should blasting need to be done.**
- (xiv) 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.**



MUNICIPALITY OF SWAKOPMUND

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19.03.08. 3346.E 3352

Enquiries: Ms M Sheehama

06 September 2021

Andrico Investments No. 12 (Pty) Ltd
 P O Box 8393
 Swakopmund
 13001

Dear Sir

APPLICATION FOR DEVELOPMENT OF ERF 3346 AND ERF 3352 IN TERMS OF COVID 19 RELIEF STRATEGY

Your application dated 01 April 2021 was submitted to Council for consideration whereafter the following decision was passed on 30 August 2021 under item 11.1.24:

- (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 No. 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.

All correspondence must be addressed to the Chief Executive Officer

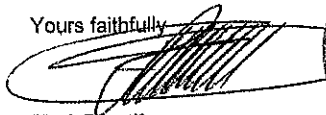
- (v) That Council proceeds with the publication of the purchase in terms of the Local Authorities Act 23 of 1992; whereafter approval from the Ministry of Urban and Rural Development be applied for.
- (vi) That the transaction be concluded within 120 days from the date of the last party signing the 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.
- (x) 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.
- (xi) That the said improvements be completed within 24 months (2 years) from date of transfer.
- (xii) The agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof by the purchaser.
- (xiii) That the purchaser indemnifies Council against any claims resulting from blasting, should blasting need to be done.
- (xiv) 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.

Please familiarize yourself with the above conditions and confirm acceptance of the conditions in writing on / before **24 September 2021**. The deposit referred to in point (e) (i) above is payable on/before **Monday, 29 November 2021**

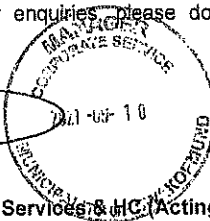
Attached Council's banking details for payment of the N\$ 50 000.00 deposit. Please e-mail proof of payment to Ms M Sheehama at msheehama@swkmun.com.na

Should you have any further enquiries, please do not hesitate to contact Ms M Sheehama at ☎ 064-4104213.

Yours faithfully


 Mr A Plaatzje
 General Manager: Corporate Services & I.C. (Acting)

/en



19-03-08-3346

E 3346

E 3352

12

Andrico Investments No. 12 (Pty)

P.O. Box 8393
SWAKOPMUND

C/O Dr Eugene Muller & Monotoika st

Cell: +26 81 127 9943
Fax: +26 (64) 419 141

E-mail: ocearviewsp@lway.na

22/09/2021

To: Ceo Swakopmund Municipality
Swakopmund Municipality
Attention: Mr.A. Plaaitjie



Dear Sir

OBJECT: CONFIRMATION OF ACCEPTANCE OF CONDITIONS OF SALE FOR ERF 3346 & 3352:

This serves to confirm acceptance of conditions of sale with respect to our application dated 01 April 2021 and the subsequent reply from council dated 06 September 2021 received on Thursday 16 September 2021.

With respect to condition (e) (i) I confirm to have made a payment as per attached proof of payment.

The proof of payment is emailed to Miss Sheehama as per request of the second last paragraph of the letter.

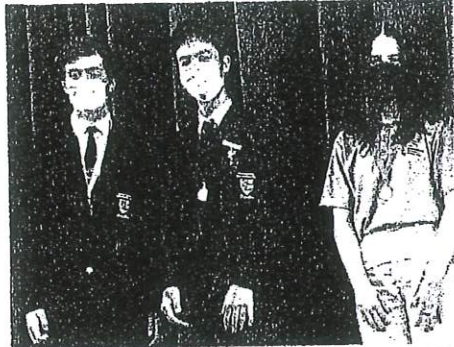
I wish to request Council to consider fast tracking the project where possible.

Yours faithfully

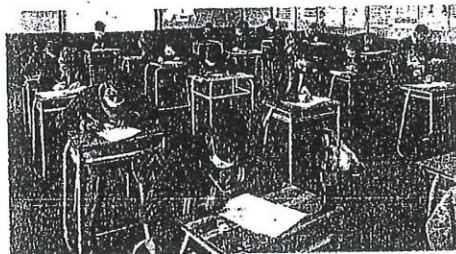
Sincerely

R. du Preez
Andrico Investments

Coastal Maths Challenge concludes



Grade 10 winners - Benjamin Bailey (PSS, Bronze), Amit van Wyk (PSS, Silver) and Laura Damster (ISWB, Gold)



Learners writing

The 2021 Bank Windhoek Coastal Maths Challenge concluded on Wednesday, 29 September at the Namib High School in Swakopmund.

The event saw grade 8 to 10 learners from Swakopmund Secondary, and the Walvis Bay Secondary Schools clusters compete in mathematics challenges.

Liam Nasilowski from Pro-Ed Akademie, grade eight category. Stefan Lotriet from Bay Private High School and Benjamin Bailey from Pro-Ed Akademie, came in second place.

Cesar Fernandes from the International School Walvis Bay was the top performer in the grade nine category. Stacey Damster from The Dolphin Schools came second, while Walvis Bay Private High School's Hendrik Viljoen and Flamingo Secondary School's Turee Perestrelo shared the third spot.

International School Walvis Bay's Laura Damster was the top learner in the grade ten category, followed by Amit van Dyk from Private School Swakopmund. Benjamin Bailey from Private School Swakopmund scooped third place.

The Best Performing School, based on the average mark of all school learners, went to International School Walvis Bay with a score of 47.86 percent. Pro-Ed Akademie reached 45.38 percent, while Walvis Bay Private High School scored 42.74 percent overall. Based on the average mark of all participating learners from the cluster, Walvis Bay won with a narrow margin of 41.6 percent compared to Swakopmund's 40.1 percent.

Challenging learners' mathematical skills. On the final day, a total of seventy-three learners from grades 8, 9, and 10 gathered for an afternoon of problem-solving comprising three mathematical papers. The first paper tested the learners on mental mathematics proficiency and number sense. In contrast, the second paper consisted of multiple-choice questions focused on understanding and logical thinking over ten questions. The third paper consisted of open questions that required insight and knowledge without the advice of solutions but with permission to use a calculator.

Bank Windhoek's Swakopmund Branch Sales Manager, Sonja van der Merwe, who handed over the winning medals and trophies, commended the

ANNEXURE "D"

solving activities periodically. "I wish mathematical problem solving would receive more attention in schools because problem-solving can lead to an appreciation for the power of mathematics," said the Challenges' Organiser Courtney-Clarke, from Orison Educational Services.

Courtney-Clarke added that the support of all the mathematics teachers and the learners at Swakopmund and Walvis Bay secondary schools had carried the event forward. "However, the support of a sponsor is indispensable.

Our gratitude goes to Bank Windhoek for recognising the importance of promoting mathematical problem solving among our Namibian learners and for the support this event enjoys," she concluded.

The following are participation details:

- Number of learners
- Total number of learners: 73; Grade 8: 26; Grade 9: 27; Grade 10: 20
- Participating Schools: 12 schools
- Swakopmund Cluster: 7 schools
 - Pro-Ed Akademie
 - Private School Swakopmund
 - Namib High School
 - Swakopmund Secondary School
 - Vredereede Combined School
 - Kolin Foundation Secondary School
 - Riverside Private School
- Walvis Bay Cluster: 5 schools
 - Walvis Bay Private High School
 - International School Walvis Bay
 - The Dolphin Schools
 - Flamingo Secondary School
 - Kuisebmond Secondary School

Website: www.namibtimes.net
 Website: www.namibtimes.net

POWER OUTAGE

NOTICE OF POWER-OUTAGE
 TO OKOMBAHE SWITCHING STATION & 22KV RETICULATION, UIS SUBSTATION, OTJOMPAHE DISTRIBUTION STATION & 11KV RETICULATION AND KOEDEBERG DISTRIBUTION STATION

Notice is hereby given that the electricity supply will be interrupted on the following date:

17 OCTOBER 2021						
M	T	W	T	F	S	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

DATE: 17 October 2021
 DAY: Sunday
 TIME: 06:30 - 19:00

The power outage will affect the power supply to the following customers:

- Uis Town
- Koedoesberg
- Okombaha
- Ovhitua
- Anisab
- Ojompaue
- Neil-Nels
- Omafjele
- Ozondaba
- Namwater
- MTC
- Telecom Namibia/TN Mobile

The reason for the outage is for NamPower to do line crossing. The Omburu PV 66KV line crossing the Uis 66KV line and to connect the newly constructed busbar to the existing busbar.

NOTICE OF POWER-OUTAGE
 TO EBONY SWITCHING STATION & 22KV RETICULATION AND HENTIES BAY 11KV NETWORK

Notice is hereby given that the electricity supply will be interrupted on the following date:

21 OCTOBER 2021						
M	T	W	T	F	S	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

DATE: 21 October, 2021
 DAY: Thursday
 TIME: 07:30 - 17:00

The power outage will affect the power supply to the following customers:

- Henties Bay Town
- Veigenoeg
- Spitzkoppe
- Namwater
- MTC
- Telecom Namibia/TN Mobile

The reason for the outage is for NamPower to do maintenance on the line and Henties Bay substation.

Erongo RED regrets any inconvenience that may result from these outages.

NB: FOR ENQUIRIES DURING THE DURATION OF THE POWER OUTAGES, PLEASE CONTACT THE CALL CENTRE AT 96000.

PLEASE NOTE:
 YOUR INSTALLATION MUST BE REGARDED AS "LIVE" AT ALL TIMES AS THE POWER SUPPLY MAY BE SWITCHED ON AT ANY TIME DURING THE ABOVE MENTIONED PERIOD.

Issued by:
 Public Relations Section
 Mr. Benjamin Nangombe
 Tel: +264 64 201 9000

Enquiries
 Mr. Filibus Nandindoya
 Tel: +264 64 201 9000
 Tel: +264 81 124 5764

TEL: +264 64 201 9000 FAX: +264 64 201 9001
 ERONGO RED BUILDING 91 WAGGE OMBANDA STREET
 P.O. BOX 2135 WALVIS BAY - NAMIBIA

MUNICIPALITY OF SWAKOPMUND

SALE OF ERVEN 3346 AND 3352, EXTENSION 9, SWAKOPMUND

Notice is hereby given in terms of the provisions of Section 63 (2) of the Local Authorities Act, Act 23 of 1992, as amended, that the Municipal Council of Swakopmund intends to sell the below erven by private treaty to Andrico Investments No.12 (Pty) Ltd for the purpose of consolidating the erven with Erf 3345, Extension 9, Swakopmund located on the corner of Monotoka and Dr Eugene Miller streets.

Erf No.	Size m ²	Current Zoning	Proposed Zoning
3346	3 952	Institutional	General Business
3352	4 820	Public Open Space	

Full particulars of the above transaction will lie for inspection at the Municipal Head Office situated at the corner of Rakotoka Street, Swakopmund, Room 020-229 (Ms M Sheehama), ground floor, between 07:30 - 16:00 weekdays until Friday, 29 October 2021.


Any person objecting to the proposed sale may lodge such objections in writing, duly motivated, to the Chief Executive Officer, not later than 12:00 on Tuesday, 02 November 2021.

Take note: no objection via e-mail will be considered. The objection must be made by delivering a hard copy to the office of the Chief Executive Officer and supplying a return postal address and telephone number.

For inquiries:
 Contact person : Ms Margaret Sheehama
 Telephone No : (064) 4104213

NOTICE NO: 79/2021

A Benjamin
 Chief Executive Officer



POWER OUTAGE

NOTICE OF POWER OUTAGE
TO DKOMBAHE SWITCHING STATION & 22KV RETICULATION, UIS SUBSTATION, OJOMPAAUE DISTRIBUTION STATION & 11KV RETICULATION AND KOEDOBURG DISTRIBUTION STATION

Notice is hereby given that the electricity supply will be interrupted on the following date:

15 OCTOBER 2021						
M	T	W	T	F	S	S
			1	2	3	4
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

DATE: 17 October 2021
DAY: Sunday
TIME: 08:30 - 19:00

The power outage will affect the power supply to the following customers:

- Uls Town
- Koedoburg
- Okombashe
- Ovinilua
- Anzab
- Ojompaaue
- Nal-Nels
- Ornsjale
- Oorndall
- Namwater
- MTC
- Telecom Namibia/TN Mobile

The reason for the outage is for NamPower to do line crossing. The Ombura PV 66KV line crossing the Uls 65KV line and to connect the newly constructed busbar to the existing busbar.

NOTICE OF POWER OUTAGE
TO EBONY SWITCHING STATION & 22KV RETICULATION AND HENTIES BAY 11KV NETWORK

Notice is hereby given that the electricity supply will be interrupted on the following date:

16 OCTOBER 2021						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

DATE: 21 October 2021
DAY: Thursday
TIME: 07:30 - 17:00

The power outage will affect the power supply to the following customers:

- Henties Bay Town
- Veingebong
- Spitzkoppe
- Namwater
- MTC
- Telecom Namibia/TN Mobile

The reason for the outage is for NamPower to do maintenance on the line and Henties Bay substation.

Erongo RED regrets any inconvenience that may result from these outages.


NB: FOR ENQUIRIES DURING THE DURATION OF THE POWER OUTAGES, PLEASE CONTACT THE CALL CENTRE AT 96900.

PLEASE NOTE:
YOUR INSTALLATION MUST BE REGARDED AS "LIVE" AT ALL TIMES AS THE POWER SUPPLY MAY BE SWITCHED ON AT ANY TIME DURING THE ABOVE MENTIONED PERIOD.

Issued by:
Public Relations Section
Mr. Benjamin Nangombe
Tel: +264 64 201 9000

Enquiries:
Mr. Filipus Nandimanya
Tel: +264 64 201 9300
Tel: +264 91 124 5764

TEL: +264 64 201 9000 FAX: +264 64 201 9001
ERONGORO AED BUILDING, 91 HAGE GENOSCH STREET
P.O. BOX 3253 WAKKARABAND, ERONGORO



Municipality of Swakopmund

Applications are hereby invited from Namibian citizens for appointment in the following vacancy:

SUPERINTENDENT PARKS & GARDENS
(Paraleon C3 Band: Minimum NS247 932 - Maximum: NS271 896 per annum)

Remuneration and benefits: Merit related salary package, medical aid, pension fund, housing allowance/subsidy, transport allowance and free services.

Purpose of job: To plan and direct all activities regarding supervision, maintenance, training, and planning of new extensions of parks and gardens, the nursery and sport fields in Swakopmund.

KEY PERFORMANCE AREAS:
The successful candidate will be responsible for the following:

- ✓ Supervision of general maintenance;
- ✓ Planning and designing of new layouts;
- ✓ Supervision / Leadership;
- ✓ Placement functions;
- ✓ Control material, tools and equipment;
- ✓ Customer Care; and
- ✓ Occupational Health and Safety Management (OH&S) at the Workplace.

MINIMUM REQUIREMENTS:
Grade 12 (pass mark of 20 points over 5 subjects which must include an E symbol in English) A National Diploma in either Horticulture or Landscaping with five (5) years relevant experience Two (2) years Supervisory experience A valid Code C1 Driver's License with a valid Professional Authorization, Category G, P.

OR

Grade 12 (pass mark of 20 points over 5 subjects which must include an E symbol in English) with seven (7) years horticulture and landscaping experience Two (2) years Supervisory experience A valid Code C1 Driver's License with a valid Professional Authorization, Category G, P.

Contact person: Ms S Kolbe (Tel no: 064-4104224) or Ma M Uniles (Tel no: 064-4104002)

Applicants should complete Council's prescribed application form which can be obtained from our website (www.opmunicipality.com.na), together with certified proof of all qualifications (merit factors) and work testimonials and directed to the Human Capital Manager, P O Box 85, Swakopmund. Applications must be couriered to the following address: Civ. Rakoloka Street 6 Daniel Hanho Avenue, Swakopmund or placed in the OMBU APPLICATION BOX at the main Municipality building not later than 11:00 on Friday, 12 November 2021.

Only short listed candidates will be contacted.

NO E-MAILED APPLICATIONS WILL BE ACCEPTED

THE MUNICIPALITY OF SWAKOPMUND IS AN EQUAL OPPORTUNITY EMPLOYER

Notice No: V11/2021.11.12 Mr A Benjamin
Chief Executive Officer



Contract Partner Benefit

T +264-(0)85-220 229
F +264-(0)85-222 688
E info@ope.com.na

Srf 3178, Oshakati East
PO Box 1594, Oshakati, Namibia

www.ope.com.na

TENDER


OPE/02/2022

REQUEST FOR THE PROVISION OF INSURANCE SERVICES FOR OSHAKATI PREMIER ELECTRIC (PTY) LTD.

Closing Date 05 November 2021
Compulsory Briefing No Compulsory Briefing Meeting will be held
Document Fees NS400.00 (non-refundable)
Enquiries Mr. Wilhelm Shihopo - wshihopo@ope.com.na
Tel: +264-(0)85-220 229
Fax: +264-(0)85-222 688

Documents in a sealed envelope clearly marked "TENDER NO OPE/02/2022" addressed to the Chairperson of the Tender Committee, must be placed in the tender box at the Oshakati Premier Electric Head Office or be posted to the Chairperson of the Tender Committee, PO Box 1594, Oshakati, to reach him at the latest by 12:00 on Friday, 05 November 2021.

Please note that documents received after the specified closing date and time will not be considered for evaluation.



Municipality of Swakopmund

SALE OF ERVEN 3346 AND 2852, EXTENSION 9, SWAKOPMUND

Notice is hereby given in terms of the provisions of Section 83 (2) of the Local Authorities Act, Act 23 of 1992, as amended, that the Municipal Council of Swakopmund Intends to sell the below erven by private treaty to Andrico Investments No.12 (Pty) Ltd for the purpose of constructing the erven with Erf 3346, Extension 9, Swakopmund located on the corner of Makoloka and Dr Eugène Mofor streets.

Erf No.	Site no	Current Zoning	Proposed Zoning
3346	3 052	Institutional	General Business
3352	4 020	Public Open Space	

All particulars of the above transaction will be for inspection at the Municipal Head Office situated at the corner of Makoloka Street, Swakopmund, Room 80-120 (No. 14 Sheelams), ground floor, between 07:30 - 15:00 weekdays until Friday, 29 October 2021.

Any person objecting to the proposed sale may lodge such objections in writing, duly motivated, to the Chief Executive Officer, not later than 12:00 on Tuesday, 02 November 2021.

Note: no objection via e-mail will be considered. The objection must be made by delivering a hard copy to the office of the Chief Executive Officer and supplying a return postal address and telephone number.

For inquiries:
Contact person: Ms Margaret Shoshana
Telephone No: 064-4104213

NOTICE NO: 70/2021

A Benjamin
Chief Executive Officer

JFTC donates desks and chairs to Flamingo Primary



Principal of Flamingo Primary, Ernie Orus (left) and the Chairperson of the Jumbo Fair Trade Committee with one of the school desks and chair that was donated to the school.



Flamingo Primary School learners at new desks and chairs

COMMUNITY

The Jumbo Fair Trade Committee (JFTC) consisting of factory workers from Jumbo Charcoal in Okahandja and Walvis Bay donated 80 school desks with 160 chairs to the value of N\$160 000 to Flamingo Primary School in Walvis Bay.

JFTC manages funds raised through the production of Fair Trade charcoal supplied to Jumbo Charcoal factory with the aim to improve the well-being, health, education and lifestyle of employees, their families and the community, through the execution of fair trade projects.

Chairperson of the Jumbo Fair Trade Committee, Jenny Paulse said after visiting the school, they observed that some learners were using desks and chairs that are normally used in a school setup.

Paulse said, "Every year a certain percentage of the charcoal sold to companies abroad, is allocated towards the committee. The committee realises then check where the need is in Walvis Bay, where they have a depot, or Okahandja where Jumbo Charcoal's head office is located."

Ms Paulse said "JFTC also gave donations in the form of textbooks to eight government schools in Okahandja, the installation of community taps at Nam-Ah, shelter for the Okahandja State Hospital, mattresses and beds to charcoal burners on various farms, English literature classes and a vegetable garden for Jumbo Charcoal employees in Okahandja, and most recently, desks and chairs for Flamingo Primary in Walvis Bay."

The committee also visited other schools in Walvis Bay to see where else they can assist in the future.

The Principal of Flamingo Primary, Ernie Orus said that the new school desks and chairs are for four finished class rooms that were built by a group of parents with the schools management and board.

Orus said, "The group decided not sit and wait for the Government to build the classrooms at the school. They started with fundraising to build the eleven classrooms needed at the school and with the little money that was raised, small contribution from some of the parents and generous contribution from companies, the building of the four classrooms were done."

The Principal expressed her gratitude to Jumbo Fair Trade Committee for the donation of the school desks and chairs. "You can be ensured that we provide quality education in a conducive environment."

Orus challenges the business community to help the school that educates 80% of disadvantaged families. "We have in-complete classes. Children sitting in garages, it's not a pretty picture. We have qualified teachers that provide quality education and we want to ensure we have a conducive environment for our children. The need at the school is still very big."

"We will look after the donated items to make sure that future generations can also make use of it. We want you to visit often a year, and see how we have taken care of your donation," Orus said.



PUBLIC NOTICE

BUILDING RELATED TRANSGRESSIONS

The public is hereby advised to take note of the following information relating to building activities within the municipal boundaries of Walvis Bay:

- Building WITHOUT approved plans**
The erection of any structure is only formally recognised if prior approval of building plans for such structure was granted by Council. No Compliance Certificates can/will be issued without approved building plans and a building permit for same.
- Illegal Use of Municipal Street Reserves**
Structures, storage containers, skips and building materials placed in municipal street reserves (e.g. on sidewalks and public open spaces) without the necessary approval from Council will attract fines. Owners of such structures, storage containers, skips and building materials are therefore urged to remove them or alternatively obtain the necessary approval from Council.
- Building Completion Certificates**
It is of utmost importance that all property owners apply for a Building Completion Certificate upon completion of approved building activities on their property. This will ensure that their completed developments comply to the Standard Building Regulations, and to avoid potential challenges with insurance claims in the event of damages to such properties.
- Building Rubble**
The illegal dumping of building rubble remains a concern and measures will be implemented in an effort to curb this practice. Please note that these activities will also attract fines. Residents are urged to cooperate with Council in this regard to ensure cleanliness around Walvis Bay.

Any queries regarding the above should be directed to the building inspectors on:
064-201 3295 / 3296 / 3297 or
buildingcontrol@walvisbaycc.org.na

Municipality of Walvis Bay
Public Relations & Customer Service Division
Tel: +264 64 201 3111 Fax: +264 64 205 560 Email: pr@walvisbaycc.org.na

MUNICIPALITY OF SWAKOPMUND

SALE OF ERVEN 3346 AND 3352, EXTENSION 9, SWAKOPMUND

Notice is hereby given in terms of the provisions of Section 63 (2) of the Local Authorities Act, Act 23 of 1992, as amended, that the Municipal Council of Swakopmund intends to sell the below-erown by private treaty to Andriol Investments (Pty) Ltd for the purpose of consolidating the erven with Erf 3345, Extension 9, Swakopmund located on the corner of Monotoka and Dr Eugene Ntshier streets.

Erf. No.	Size (m ²)	Current Zoning	Proposed Zoning
3346	3 852	Institutional	General Business
3352	4 820	Public Open Space	

Full particulars of the above transaction will be for inspection at the Municipal Head Office situated at the corner of Rukolola Street, Swakopmund, Room 80-228 (1st M Sheehana), ground floor, between 07:30 - 16:00 weekdays until Friday, 29 October 2021.

Any person objecting to the proposed sale may lodge such objections in writing, duly motivated, to the Chief Executive Officer, not later than 12:00 on Tuesday, 02 November 2021.

Take note: no objection via e-mail will be considered. The objection must be made by delivering a hard copy to the office of the Chief Executive Officer and supplying a return postal address and telephone number.

For enquiries:
Contact person: Ms Margaretha Sheehana
Telephone No: (084) 4104213

NOTICE NO: 79/2021

A Benjamin
Chief Executive Officer



Municipality of Swakopmund

SALE OF ERVEN 3346 AND 3352, EXTENSION 9, SWAKOPMUND

Notice is hereby given in terms of the provisions of Section 63 (2) of the Local Authorities Act, Act 23 of 1992, as amended, that the Municipal Council of Swakopmund intends to sell the below erven by private treaty to American Investments No 12 (Pty) Ltd for the purpose of developing the erven with Erf 3345, Extension 9, Swakopmund located on the corner of Manoteka and Dr Eugene Müller streets.

Erf No.	Site m ²	Current Zoning	Proposed Zoning
3340	9 652	Institutional	General Business
3352	4 820	Public Open Space	

Full particulars of the above transaction will be for inspection at the Municipal Head Office situated at the corner of Rakotzka Street, Swakopmund, Room 80-228 (aka M Shephard), ground floor, between 07:30 - 16:00 weekdays until Friday, 29 October 2021.

Any person objecting to the proposed sale may lodge such objections in writing, duly motivated, to the Chief Executive Officer, not later than 12:00 on Tuesday, 02 November 2021.

Take note: no objections via e-mail will be considered. The objection must be made by delivering a hard copy to the office of the Chief Executive Officer and supplying a return postal address and telephone number.

For inquiries:

Contact person: Ms Margaret Shephard
Telephone No: (064) 4104215

NOTICE NO: 702021

A Benjamin
Chief Executive Officer



MUNICIPALITY OF WALVIS BAY

PUBLIC NOTICE

PERMANENT CLOSURE OF PORTION A OF ERF 3127 KULSEBMOND AS PUBLIC OPEN SPACE

Notice is hereby given in terms of Section 50(3)(a)(ii) of the Local Authorities Act, 1992 (Act No. 23 of 1992), as amended, that the Municipality of Walvis Bay proposes to permanently close Portion A (a Portion of Erf 3127) Kulsebmond, situated at the corner of Johanna Benson and Ongulumbathe Streets, as "Public Open Space".

There is already an informal road over Portion A of Erf 3127 Kulsebmond. Therefore, the proposed closure will regularize the existing situation and will subsequently turn the informal road into a formal road. In particular, the proposed Portion A of Erf 3127 Kulsebmond will enable the formal extension of Ongulumbathe Street (over Johanna Benson Street) to intersect with Kramatshostrand Street.

The plans showing the locality and nature of the permanent closure lie open for inspection during office hours at the Municipality of Walvis Bay's notice board as well as at the Town Planning Office, Room 101, First Floor, Civic Centre.

Further take note that any person having objection to the proposed closure as set out above, may lodge such objection together with grounds thereof, with the Chief Executive Officer, Municipality of Walvis Bay, Private Bag 5017, Walvis Bay, in writing, before or on Friday, 05 November 2021 in accordance with Section 50(3)(a)(ii) of the Local Authorities Act, 1992 (Act No. 23 of 1992), as amended.

Applicant: Municipality of Walvis Bay
Private Bag 5017
Walvis Bay
(064) 201 3348
municipal@walvisbay.na

LOWER PRICES YOU CAN TRUST

Always

OFFERS VALID ONLY ON FRIDAY 22 OCTOBER 2021

SHOPRITE

BUY LOCAL GROW NAMIBIA

ORIGINAL TASTE

16⁹⁹

750g

RICOFFY

NESTLE'S FRESHLY SMOOTH TASTE

76⁹⁹

5 FOR NS 16

3 FOR NS 55

10kg

TOP SCORE

NS 95

OFFERS VALID ONLY ON FRIDAY 22 OCTOBER 2021. WHILE STOCKS LAST. WE RESERVE THE RIGHT TO LIMIT QUANTITIES. AVAILABLE AT SHOPRITE NAMIBIA STORES ONLY. NO TRADERS. VAT INCLUDED. ERRORS & OMISSIONS EXCEPTED.



Municipality of Swakopmund

Press release

MUNICIPALITY OF SWAKOPMUND POSITION ON APPLICATIONS FOR LAND IN SWAKOPMUND (12 OCTOBER 2021)

Namibia is experiencing rapid urbanisation in most major towns and Swakopmund has been no different. Municipalities cannot keep pace with the increased migration due to a combination of factors. The result has been uncontrolled growth of informal settlements and an acute increase in demand for serviced land for residential and business purposes. Local authorities cannot overcome these challenges without the assistance of the private sector and the intervention of Government.

Swakopmund Municipality has been inundated with requests for large parcels of land from the private sector for the development of townships. Processing and considering applications are time-consuming and place a high demand on Council's human resources meaning there is less time for planning and execution of strategic objectives. Many such applications have been approved; however, the results have not always been satisfactory for different reasons.

Developers who have been allocated land (for eg township development, Urban Agriculture, Tertiary purposes and housing) by Council and have not completed them yet, will be kept strictly to the agreed timeframes and terms and conditions applicable to their projects. Council also requires monthly updates from these developers to avoid developmental bottlenecks.

Council has now decided to re-establish control over all facets of urban growth in pursuit of its objective of providing a continuous supply of affordable serviced land for all purposes, eg residential, commercial/industrial, agricultural and aquaculture.

SWAKOPMUND





Municipality of Swakopmund

Press release

Continues

In furtherance of the stated objective, Council has decided that it will no longer entertain unsolicited bids/proposals/requests for land from the public for the foreseeable future as per the resolution below.

- (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:

- Council directs what type of development it plans in the different unplanned areas for a given period.
- 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.
- Council identifies land in specific areas to make available for private developers.
- The size of the portions to be awarded to developers be confirmed in each area.
- 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.
- 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.

The public is therefore requested to refrain from seeking audiences with Council and submitting applications to purchase or develop land for housing or townships. All land which Council intends to lease or sell to the public will be advertised to ensure that everyone has an equal and fair opportunity to compete.





Municipality of Swakopmund

Press release

Continues

Council is developing a framework to ensure a steady and reliable supply of satisfactorily serviced residential and commercial erven, so that Swakopmund remains an enabling environment for its citizens and prospective investors equally.

The framework consists of a Development Manual, Town Planning procedures as well as criteria and conditions for the sale of and development of land. These will be amended from time to time to suit each project or special objectives eg reduced prices or rates & taxes to encourage investment

The public will also be clearly informed of relevant conditions applicable to transactions and the reasons for those conditions.

Council will identify land and advertise for sale/call for development proposals based on the criteria and considerations stipulated below:

1. Location
2. Purpose eg
 - a) Complete township, or
 - b) Business
 - c) Agri/Mari/Aquaculture and mixed urban agriculture
 - d) High density/General Residential
 - e) Public entertainment/Parks/Public amenities
 - f) High/Middle/Low Income Residential
 - g) Religious, Medical, Educational, Social welfare
 - h) Small Industrial large or Noxious Industrial
3. Size
4. Price
5. Conditions
6. Minimum standards of services
7. Compliance conditions for completion of the project
8. Qualifying criteria for developers (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 involved and the ability of the developer to raise the required finances).
9. Form the application or proposal should take, and
10. The manner and method to be used to objectively assess and select successful candidates.

**A BENJAMIN
CHIEF EXECUTIVE OFFICER**



11.1.12 **DELAYED TRANSFER: SALE OF ERF 318, EXTENSION 1, MILE 4**
(C/M 2022/01/27 - M4 E 318)

Ordinary Management Committee Meeting of 13 January 2022,
Addendum 7.15 page 237 refers.

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

1. **Introduction**

The purpose of this submission is to inform the Management Committee of the delayed transfer of Erf 318, Mile 4 to Ms Beata Nelenge which registered in the Deeds Office on **26 November 2021**.

2. **Background**

Following the Closed Bid Sale of **11 October 2019**, Ms Beata Nelenge was the highest bidder for Erf 314, Mile 4 in the amount of N\$750 000.00. In terms of the conditions of sale, the purchaser was granted 120 days to pay in cash or secure the purchase price with a bank guarantee, therefore by **10 February 2020**. In addition to the 120 days, the purchaser was issued with a notice of 21 days to rectify the breach of not securing the purchase price, which notice period lapsed **10 March 2020**.

On **09 March 2020**, Messrs Koep & Partners confirmed that they received the bank guarantee. Ms B Nelenge therefore complied with the clause quoted below by securing the purchase price by guarantee.

Clause 2 of **Annexure B** of the Deed of Sale make provision that:

*"If the Purchaser elected to secure the payment by a registered bank and such guarantee was received by **08 February 2020**, the failure of the payment thereof on the due date will result in the purchase price attracting interest with effect of **11 October 2019** calculated at a rate of 10.25% per annum and to be so calculated until the date of transfer."*

3. **Delaying of Transfer**

Although the bank guarantee securing the purchase price was in place, Ms B Nelenge struggled to settle the transfer cost at the conveyancer as the cost is not included in the bond amount, hence a delay in transfer was encountered. The Property Section informed Ms Nelenge of the accumulated interests.

As the purchase price was secured with the bank guarantee; the Property Section was unable to cancel the transaction as the purchaser complied with the terms of the deed of sale. Clause 5 of the deed of sale stipulated as follows should transfer not take place within a reasonable period:

- 5.1 *Transfer of the ERF into the name of the PURCHASER shall be given and taken as soon as possible after the PURCHASER has fulfilled his obligations under this agreement and when requested to do so, but the SELLER is not compelled to, nor does the SELLER guarantee to give transfer immediately after the PURCHASER has*

fulfilled all his obligations hereunder, but shall only be obliged to give transfer thereof within a reasonable period.

- 5.2 *The intentional delay of the registration of the transfer of the PROPERTY by the PURCHASER shall result in a breach of contract.*

The length of "reasonable period" is not defined in the conditions of sale. Council is currently experiencing delays of transfer of some properties where purchasers paid the purchase price in cash, but are unable to settle the transfer cost at the conveyancer. To avoid repetition hereof it is proposed that a reasonable period be considered of no more than 60 days to avoid delays of transfer in future. Therefore, in future Council will refund the purchasers the purchase prices paid less the deposit and cancel the transactions, where transfer is delayed beyond 60 days due to failure by the clients to pay transfer costs to the conveyancers.

4. Current Situation

On **09 November 2021**, Ms Nelenge submitted a letter requesting to pay off the interest in 36 monthly equal instalments attached as **Annexure "A"**. Koep & Partners confirmed as per attached letter **Annexure "B"** that the erf was transferred to Ms Nelenge on 26 November 2021. The GM: Finance confirmed the interest calculated from **11 October 2019** until **26 November 2021** amounts to **N\$149 796.03**.

The accumulated interest will be levied in 36 monthly instalments against the services account of Erf 318, Mile 4 as per arrangement made by Ms B Nelenge.

Due to the delay experienced with the transfer of Erf 314, Mile 4, the matter is submitted to the Management Committee for condonation.

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

RECOMMENDED:

- (a) That Council takes note of the delayed transfer of ownership of Erf 318, Mile 4 to Ms Beata Nelenge as she struggled to settle the transfer costs at the conveyancer in order to proceed with transfer.
 - (b) That Council takes note of the accumulated penalty interest in the amount of N\$149 796.03 calculated on the balance of the purchase price of N\$745 000.00 from 11 October 2019 until 26 November 2021 due to the delayed transfer of Erf 318, Extension 1, Mile 4.
 - (c) That in future all transfers be concluded within 60 days after the purchase price is secured or paid in cash, failing which the transaction be cancelled and the purchase price less the deposit be refunded to the purchaser (where paid in cash).
 - (d) That the interest be amended to 7.5% and be recalculated and an addendum be signed accordingly.
-

Bl. Nelenge
P.O. Box 24871
Windhoek
09 November 2021

Swakopmund Municipality
53 Swakopmund
Namibia

ANNEXURE "A"

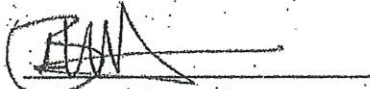
Dear Sir/Madam

**RE: ARRANGEMENT FOR THE INTEREST PAYMENT ON ERF 318 EXTENSION
1, MILE 4**

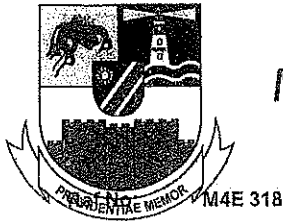
I, Beata Nelenge, would like to make an arrangement to pay off the interest accumulated on the sale of Erf 318 Extension 1, Mile 4, which totals to **N\$ 150 632.88**.

I am hereby arranging to pay off this amount (N\$ 150 632.88) in thirty-six (36) monthly equal instalments of **N\$ 4 184.25**.

Yours sincerely



Beata Nelenge



MUNICIPALITY OF SWAKOPMUND

(064) 4104213
 53 Swakopmund
 NAMIBIA
www.swkmun.com.na
msheshama@swkmun.com.na

Enquiries: Ms Margaret Sheehama

16 November 2021

Ms Beatha L. Nelenge
 P O Box 24871
 WINDHOEK
 10005
 Namibia

beata.shipiki@gmail.com

Dear Madam

ARRANGEMENT FOR THE INTEREST PAYMENT ON ERF 318, EXTENSION 1, MILE 4

I acknowledge receipt of your letter dated 09 November 2021 in which you indicated to settle the interest accumulated on Erf 318, Mile 4 in 36 monthly installments.

Kindly be informed that the interest in the amount of N\$ 150 632.88 was only calculated until 30 November 2021. Should transfer not take place on 30 November 2021, interest will be recalculated until the date of transfer since it accumulates daily.

Please take note that the Deeds Office closes on the 15 December 2021 for the festive season. Therefore should transfer not take place on or before the said date, we will report to Council in January 2022 and formalize the cancellation.

If the transfer is completed before 15 December 2021, we will report to Council in January 2022 and motivate that Council condones the transaction.

Should you have any enquiries, please contact Ms Margaret Sheehama at ☎ 064-4104213.

Yours faithfully,

Mr A Platjie
 Acting GM: Corporate Services & HC

/ms

Copy: Koep & Partners (melani@koep.com.na)
 GM: Finance

All correspondence must be addressed to the Chief Executive Officer

ANNEXURE "B"

KOEP & PARTNERS
ATTORNEYS | NOTARIES | CONVEYANCERS

Windhoek Office 33 Schanzen Road | P.O. Box 3516, Windhoek, Namibia
Telephone: +264 61 382 800 | Fax: +264 61 235 159 | Email: pf@koep.com.na | Website: www.koep.com.na

Swakopmund Office No. 6, Antonius Garten, c/o Henrick Witbooi Str & Theo-Ben Gurrae Ave
P.O. Box 322, Swakopmund, Namibia | Telephone: +264 64 408 320 | Fax: +264 64 408 323 | Email: swakop@koep.com.na

KOEP
PARTNERS
SINCE 1982

8 December 2021

Our ref: WDB/mb/MAT6175-076526

B L Nelenge
P.O. Box 24871
WINDHOEK

Dear Sir/Madam

ERF NO. 318 MYL 4 (EXTENSION NO. 1)
TRANSFER: MUNICIPAL COUNCIL OF SWAKOPMUND // B L NELENGE
BOND: FNB // B L NELENGE

We confirm registration of the abovementioned transfer on 26 November 2021.

The original deed of transfer will be forwarded to FNB being the registered bond holder herein. Kindly contact them should you require a copy thereof

Kindly present this confirmation of registration at the Municipality Swakopmund and Erongo Red to have the respective accounts transferred into your name(s) or for submission of building plans (if any).

Yours faithfully


W. DE BRUIN
KOEP & PARTNERS
Swakopmund

Partners: Josias Andries Agenbach, BComm LLB | Willem Carel Kotzé BA LLB | Irvin David Tilus, BA LLB | Beate Karen Loch BA LLB | Stephen Villegne, BComm LLB LLM | Hugo Meyer van den Berg, BAHons LLB LLM PhD | Stefanie Cagnette, BA LLB
Associates at Windhoek: Reya Veenda Karuatho, LLB | Jacobus Henrick Visser, LLB LLM | Antje Gräfin Finck Von Finckenstein, LLB | Nanzila Hija Tuzialani Nafuka, LLB | Stephanus Albert van Zijl, LLB LL.M | Jamie Bengé Tercen, LLB | Petrus Jacobus Liebenberg, LLB | Marco Richard Himme, BComm LLB
Associates at Swakopmund Office: Wilmill de Bruin LLB | Clement Stano Norwe, LLB

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Member of Lex Africa - a network of leading lawyers in Africa
Member of Lex Mundi - the world's leading association of independent law firms

ANNEXURE "C"

Margaret Sheehama

From: Hellao Naruseb
Sent: Thursday, 09 December 2021 14:51
To: Margaret Sheehama
Cc: Stephny Bruwer
Subject: RE: ERF NO 318 MYL 4// Beata L Nelenge

Dear Margaret

Hereunder the interest amount payable as per below information.

Months	Days	Payment	Amount	Int Rate	Interest
Erf: Mile 4					
Oct-19	20		745 000.00	10.25%	4 184.25
Nov-19	30		745 000.00	10.25%	6 276.37
Dec-19	31		745 000.00	10.25%	6 485.58
Jan-20	31		745 000.00	10.25%	6 485.58
Feb-20	29		745 000.00	10.25%	6 067.16
Mar-20	14		745 000.00	10.25%	2 928.97
Apr-20	13		745 000.00	10.25%	2 719.76
May-20	28		745 000.00	10.25%	5 857.95
Jun-20	16		745 000.00	10.25%	3 347.40
Jul-20	31		745 000.00	10.25%	6 485.58
Aug-20	21		745 000.00	10.25%	4 393.46
Sep-20	30		745 000.00	10.25%	6 276.37
Oct-20	31		745 000.00	10.25%	6 485.58
Nov-20	30		745 000.00	10.25%	6 276.37
Dec-20	31		745 000.00	10.25%	6 485.58
Jan-21	31		745 000.00	10.25%	6 485.58
Feb-21	28		745 000.00	10.25%	5 857.95
Mar-21	31		745 000.00	10.25%	6 485.58
Apr-21	30		745 000.00	10.25%	6 276.37
May-21	31		745 000.00	10.25%	6 485.58
Jun-21	30		745 000.00	10.25%	6 276.37
Jul-21	31		745 000.00	10.25%	6 485.58
Aug-21	31		745 000.00	10.25%	6 485.58
Sep-21	30		745 000.00	10.25%	6 276.37
Oct-21	31		745 000.00	10.25%	6 485.58
Nov-21	26		745 000.00	10.25%	5 439.52

716

149 796.03

Hellao Naruseb | General Manager: Finance | Finance | 4301

From: Margaret Sheehama <msheehama@swkmun.com.na>

Sent: Thursday, 09 December 2021 02:16 PM

To: Hellao Naruseb <hnaruseb@swkmun.com.na>

Cc: Stephny Bruwer <sbruwer@swkmun.com.na>

Subject: FW: ERF NO 318 MYL 4// Beata L Nelenge

Dear Sir

Please assist by recalculating the outstanding interest for this erf :

Purchase Price (less N\$5 000.00) = N\$ 745 000.00
 Interest Rate = 10.25%
 Interest Calculated from = 11 October 2019
 Calculated until = 26 November 2021 (registration date in the deeds office)
 Excluding lockdown period = standard lock down and quarantine days (for ease of reference see below your previous calculation).

Thank you

From: Gaudensia Mukena

Sent: Wednesday, 03 November 2021 07:46 AM

To: Margaret Sheehama

Cc: Melani Bamberger (melani@koep.com.na) (melani@koep.com.na); Stephny Bruwer; Beata Nelenge (beata.shipiki@gmail.com)

Subject: RE: ERF NO 318 MYL 4// Beata L Nelenge

Dear all

Good morning

Below find the calculations

	Days	Payment	Amount	Int Rate	interest
318 Myl 4					
Oct-19	20		745 000.00	10.25%	4 184.25
Nov-19	30		745 000.00	10.25%	6 276.37
Dec-19	31		745 000.00	10.25%	6 485.58

Margaret Sheehama

From: Beata Nelenge <beata.shipiki@gmail.com>
Sent: Tuesday, 02 November 2021 13:05
To: Margaret Sheehama
Cc: Stephny Bruwer; Anel van Wyk (anel@koep.com.na); Melani Bamberger (melani@koep.com.na) (melani@koep.com.na); mnelenge16
Subject: Re: ERF NO 318 MYL 4
Attachments: image001.png; imagebdb0cc.PNG; imagee37c57.PNG; image76cfe0.PNG; image6c1df0.PNG; imagecef16c.PNG; imagec762dc.PNG; image304c1a.PNG; imagebfe31e.PNG; Guarantee Swakopmund .jpg

Dear Ms Sheehama,

With reference to your email below, Koep & Partners have reinstated the performance guarantee, (see attached), the original will be couriered to your offices in due course.

Kindly forward me the balance of the interest charged on the property until end November 2021 to enable me to make arrangements for the settlement.

Regards
Beata

On Mon, 01 Nov 2021, 14:43 Margaret Sheehama, <msheehama@swkmun.com.na> wrote:

Dear Ms Nelenge

Your e-mail below refers

Koep & Partners informed that the bank guarantee that was provided as a security for the purchase price is withdrawn hence the price is not secured.

For this reason we are in the process to issue a cancellation letter to this effect. Also in terms of the condition of sell, transfer should take place within a reasonable period without any delay.

5. TRANSFER

5.1 Transfer of the ERF into the name of the PURCHASER shall be given and taken as soon as possible after the PURCHASER has fulfilled his obligations under this agreement and when requested to do so, but the SELLER is not compelled to, nor does the SELLER guarantee to give transfer immediately after the PURCHASER has fulfilled all his obligations hereunder, but shall only be obliged to give transfer thereof within a reasonable period.

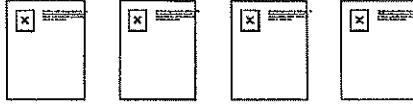
5.2 The intentional delay of the registration of the transfer of the PROPERTY by the PURCHASER shall result in a breach of contract.



Capital
Municipality Swakopmund

cnr Rakotoka Street & Daniel Kamho Avenue | Swakopmund | Erongo
Office: +264 64 410 4213 | Email: msheehama@swkmun.com.na
Website: www.swkmun.com.na

Thank you for considering the environmental impact of printing emails



From: Beata Nelenge [mailto:beata.shipiki@gmail.com]
Sent: Friday, 29 October 2021 09:37 AM
To: Margaret Sheehama
Cc: Stephny Bruwer
Subject: Re: ERF NO 318 MYL 4

Good day,

I trust this mail finds you well.

I would please like to make an arrangement for the payment of the accumulated interest on this property.

I was in communication with the Lawyers and they would like us to draw up a written agreement which they can send to the bank.

I trust the above is in order.

Kind regards

Beata

On Fri, May 8, 2020 at 7:55 AM Margaret Sheehama <msheehama@swkmun.com.na> wrote:

Dear Beata

Your e-Mil below refers.

Kindly be advised that although transfer might take a longer period you won't lose the property since you secure the purchase price with the guarantee which is in line with the conditions of sale,

However you are liable to pay interest rate which accumulating daily calculated from 11 Oct 2019 (date of sale) until date of transfer.

Kind Regards

From: Beata Nelenge [mailto:beata.shipik@gmail.com]
Sent: Thursday, 07 May 2020 10:52 AM
To: Margaret Sheehama
Subject: ERF NO 318 MYL 4

Dear Ms Sheehama,

I would like to find out; what is the maximum period allowed for the transfer of the property?

We are still busy with the lawyers to finalize the transaction but I am worried that there is a chance we might run out of time which could lead to me losing out on the property.

Your response will be highly appreciated.

Kind regards

Beata Nelenge

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LETTER OF UNDERTAKING

Copy



This guarantee shall not be payable before 15:00 p.m. on date of registration

Date: 21/10/2020

Name of Beneficiary: MUNICIPAL COUNCIL OF SWAKOPMUND
 Name of Bank: FIRST NATIONAL BANK (Swakopmund Branch)
 Branch Code: 280472
 Account Number: 62249603300
 For Credit: CREDIT ACCOUNT BEATA LESHENI NELENGE
 Loan: BEATA LESHENI NELENGE
 Property: ERF NO 318, MYL 4 (EXTENSION NO 1)

Dear Sir / Madam

Letter of Undertaking / Guarantee No. 3683/76291

At the request of BEATA LESHENI NELENGE

Account No. 3000003505124

We advise that FIRST NATIONAL BANK OF NAMIBIA LIMITED ("The Bank") is holding at your disposal the sum of **N\$745 000.00 (SEVEN HUNDRED AND FORTY FIVE THOUSAND NAMIBIA DOLLARS)**;

This amount will be paid free of charge by way of an electronic fund transfer to the abovementioned designated account, which payment will constitute full compliance with the Bank's liability hereunder and against which payment the Bank will be released from any further obligation or liability in terms hereof. The abovementioned amount will only be transferred to you upon receipt by the Bank of written advice from KOEP & PARTNERS that the following transactions have been registered and completed.

SIMULTANEOUS COMPLETION OF THE FOLLOWING TRANSACTIONS:

1. Cancellation of all existing mortgage bonds over ERF NO 318, MYL 4 (EXTENSION NO 1);
2. Registration of a transfer from MUNICIPAL COUNCIL OF SWAKOPMUND to BEATA LESHENI NELENGE of ERF NO 318, MYL 4 (EXTENSION NO 1);
3. Registration of a First mortgage bond by BEATA LESHENI NELENGE over ERF NO 318, MYL 4 (EXTENSION NO 1) in FIRST NATIONAL BANK OF NAMIBIA LIMITED for N\$1 149 740.00 (ONE MILLION ONE HUNDRED AND FORTY NINE THOUSAND SEVEN HUNDRED AND FORTY NAMIBIA DOLLARS);

We reserve the right to withdraw from this undertaking should any unforeseen circumstances arise to prevent or unduly delay registration of the abovementioned matters and whereupon the said sum will no longer be held at your disposal, subject to the condition that we give you written notice, prior to registration of our intention to withdraw from this undertaking.

This letter is neither negotiable nor transferable.

This letter of undertaking expires upon successful execution of the electronic fund transfer.

Yours faithfully

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

Directors: 1) Zaamweni-Kamwi (Chairperson), S H Molr** (Deputy-Chairperson), O L P Cepelao, J G Daun, C L R Haikali, J H Hausiku, Adv. G S Hinda, J R Khethe*, G C P Kruger*, I N Nashandi, S J van Zyl (Chief Executive)

*South African

**South African with Namibian Permanent Residence
Company Secretary: N Ashipala

First National Bank of Namibia Limited, Reg. No. 2002/0180

KOEP & PARTNERS
ATTORNEYSLEGALPERFECT Version 11.8.216
GUARAN1-NA_FNB.DCC - 06-02-2019

11.1.13 INDUSTRIAL ERVEN: STATUS OF SALES AND FUTURE SALE OF REMAINING ERVEN

(C/M 2022/01/27

-

16/1/4/2/1/13; E 4813; E 4843; E 4869; E 4895; E 4899, E 4901;
E 4873, E 4874, E 4889)

Ordinary Management Committee Meeting of 13 January 2022, Addendum **7.16** page **248** 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 sale of 9 erven zoned "Industrial" and to confirm the future sale of erven remaining unsold after the bidders' lists are exhausted. A map indicating the location of the erven is attached as **Annexure "A"**.

2. Council's Decisions to Sell by Closed Bid

Council passed the following resolutions with reference to the sale of the 9 erven at special conditions to encourage construction and job creation by providing more favourable conditions for developers than for speculators during this depressed economy:

- 2.1 Council's decision of **25 March 2021** under item 11.1. 18 is attached as **Annexure "B"**; and
- 2.2 Council's decision of **29 July 2021** under item 11.1.9 is attached as **Annexure "C"**.

3. Outcome of Sales held on 06 August and 15 October 2021

The outcome of the sales is listed below:

06 August 2021

- 9 erven offered for sale
- 5 erven sold
- 1 paid in full and transferred
- 1 secured by bank guarantee and transferred
- 1 cancelled and reallocated to the next qualifying bidder
- 2 issued notice to perform by 06 December 2021

15 October 2021

- 4 erven offered for sale
- 1 erf sold (payment due date is 14 Feb 2022)
- 3 available for sale

Combined report:

	<u>Erf No</u>	<u>Zoning</u>	<u>m²</u>	<u>Upset Price</u>	<u>Closed Bid Sale</u>	<u>Status</u>
1	4813 Re	Light Ind	2 810	663 160.00	06 Aug - sold (08 bids)	Payment due date: 04 Nov Notice to perform by 06 December 2021 issued.
2	4843 Re	Light Ind	1 558	367 688.00	06 Aug - sold (07 bids)	Transfer registered.

	Erf No	Zoning	m ²	Upset Price	Closed Bid Sale	Status
3	4869	Gen Ind	6 428	1 517 008.00	06 Aug - sold (03 bids)	Purchaser cancelled the sale. Erf offered to next qualifying bidder.
4	4895	Gen Ind	5 615	1 325 140.00	06 Aug - sold (07 bids)	Transfer registered.
5	4899	Gen Ind	20 035	4 728 260.00	06 Aug - sold (01 bid)	Payment due date: 04 Nov 2021 Notice to perform by 06 December 2021 issued.
6	4901	Gen Ind	13 298	3 138 328.00	15 Oct - no bids	Available for sale.
7	4873	Gen Ind	7 403	1 747 108.00	15 Oct - declined	Available for sale.
8	4874	Gen Ind	15 140	3 573 040.00	15 Oct - no bids	Available for sale.
9	4889	Gen Ind	10 782	2 544 552.00	15 Oct - sold 2 bids	Payment due date: 14 Feb 2022

Summarized:

The following erven are therefore available at this stage for sale:

	Erf No	Zoning	m ²	Upset Price
1	4901	Gen Ind	13 298	3 138 328.00
2	4873	Gen Ind	7 403	1 747 108.00
3	4874	Gen Ind	15 140	3 573 040.00

4. Two Pending Transactions

The following two transactions are pending as no bank guarantees were issued by the due date of the notice period being Monday, **06 December 2021**. Both purchasers have loan approvals from their financiers.

	Erf No	Zoning	m ²	Upset Price	Closed Bid Sale	Status
1	4813 Re	Light Ind	2 810	663 160.00	06 Aug - sold (08 bids)	Payment due date: 04 Nov Notice to perform issued.
5	4899	Gen Ind	20 035	4 728 260.00	06 Aug - sold (01 bid)	Payment due date: 04 Nov 2021 Notice to perform issued.

Although Council approved lenient terms for the sale in order to revive the slumping economy, the payment period was approved at 90 days, which is 30 days less than the standard period granted.

On **25 March 2021** under item 11.1.18 Council approved 90 days to secure the purchase price (see point (f) (iv) below). Considering the large amounts that have to be secured and the added transfer requirement that businesses now need clearance from the Receiver of Revenue confirming that they are tax compliant, it is proposed to grant the purchasers and extension of time. The relevant point of Council's decision of **25 March 2021** is quoted below for ease of reference:

(f) That bids submitted on the following conditions:

- (iv) *That instead of the standard 120 days to secure the purchase price, the purchase price be secured within 90 days.*

Should the purchasers of the sale of 06 August 2021 have been granted 120 days, the due dates would therefore be as follows:

1. *The payment due date would have been Monday, **06 December 2021** (instead of **04 November 2021**); and*
2. *The notice period would have fallen within the annual closure period of the Deeds Office and would accordingly have been extended until **31 January 2022**.*

It is therefore proposed that Council grants the following two purchasers an extended period to secure the purchase price by **31 January 2022**:

- *Erf 4813, Swk sold to Burns Engineering (Pty) Ltd in the amount of N\$1 000 000.00*
- *Erf 4899, Swk sold to Primo Gravitus Investments CC in the amount of N\$4 777 777.00*

For Erf 4899, Swakopmund an application was received from Namib's Roos Transport CC to purchase the erf at the upset price (attached **Annexure "D"**). The entity requires a large erf in order for their trucks to access / egress and turn on the property.

5. **Future Sale of the Erven Remaining Unsold After Bidders' Lists are Exhausted**

It is likely that erven will remain unsold after the bidders' lists have been exhausted. In this regard the following is quoted from the conditions of sale document:

- 5.8.4 Only the next 3 qualifying bidders will be considered, whereafter the property will be submitted to Council to determine the way forward.*

As the sale of these 9 erven was subject to extremely lenient conditions of sale and a low upset price; it is proposed that the remaining erven be sold by another public closed bid.

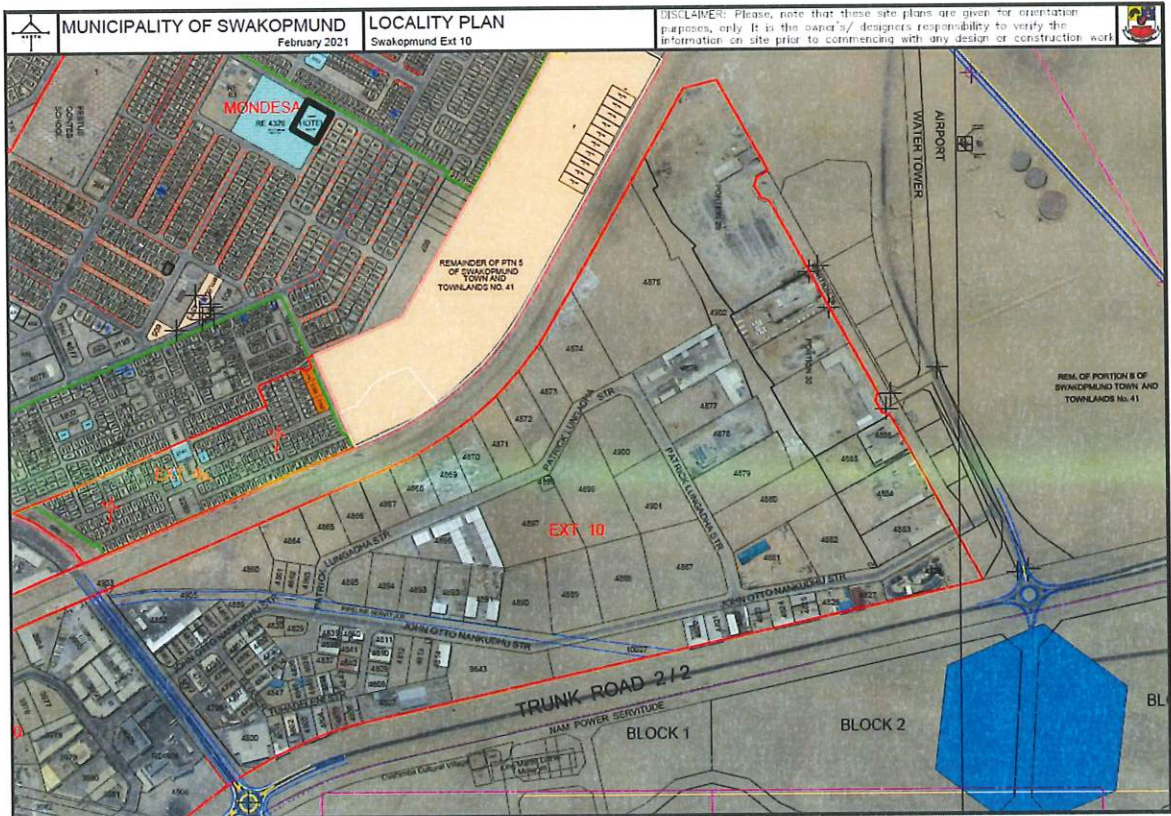
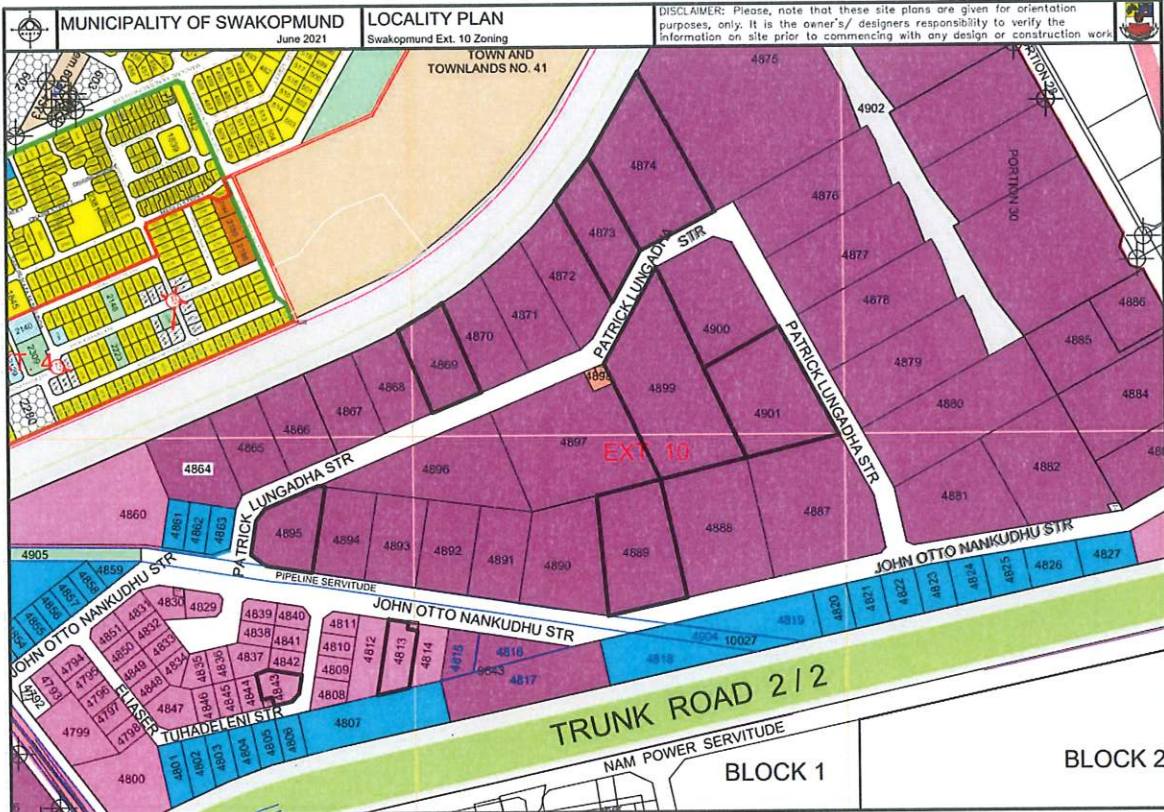
It is further proposed that private applications not be considered as a higher purchase price and strict conditions of sale are applicable to private sales as the purchaser does not have to compete with other bidders. All applicants can be informed to take part in the scheduled closed bid sale of the remaining erven.

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

RESOLVED: (For Condonation By Council)

- (a) That Council takes note of the status of the sale of the 9 erven zoned “*Industrial*” and confirms the future sale by closed bid of the erven remaining unsold.
- (b) That the conditions of sale approved by Council at the meetings listed below be applicable to the closed bid sale:
- (i) Council's decision of 25 March 2021 under item 11.1.18; and
 - (ii) Council's decision of 29 July 2021 under item 11.1.9.
- (c) That Council grants approval to the purchasers of the following two erven time until 31 January 2022 to secure the purchase prices (for condonation by Council) and addenda to the deeds of sale be entered into:
- Erf 4813, Swk sold to Burns Engineering (Pty) Ltd in the amount of N\$1 000 000.00
 - Erf 4899, Swk sold to Primo Gravititas Investments CC in the amount of N\$4 777 777.00
- (d) That point (f) of Council's decision passed on 25 March 2021 under item 11.1.18 be amended to read that “120” days be granted instead of the standard 90 days to secure the purchase price.
- (e) That, if there is no performance on Erf 4899, the erf be offered to Swakopmund Industrial Property CC at the upset price.
- (f) That closed bid sales be scheduled as the erven become available for sale.
-

ANNEXURE "A"



ANNEXURE "B"**11.1.18 AVAILABILITY OF INDUSTRIAL ERVEN IN EXTENSION 10, SWAKOPMUND**

(C/M 2021/03/25 - E 4813 Re, E 4843 Re, E 4869, E 4873, E 4874, E 4889, E 4895, E 4899, E 4901)

RESOLVED:

- (a) That Council takes note that only a small percentage of the industrial erven have been fully developed.
- (b) That due to the effects of the Covid-19 pandemic, the local economy requires an injection and especially the building construction sector.
- (c) That Council can encourage developers to construct new businesses by providing favourable conditions of sale.
- (d) That a closed bid sale be arranged for the erven listed under point (e) below.
- (e) That the upset prices for the erven be N\$236.00/m² (excluding 15% VAT) as set-out below:

	<i>Erf No</i>	<i>Zoning</i>	<i>m²</i>	<i>Upset Price @ N\$236.00/m² (excl 15% VAT)</i>
1	4813 Re	Light Industrial	2 810	663 160.00
2	4843 Re	Light Industrial	1 558	367 688.00
3	4869	General Industrial	6 428	1 517 008.00
4	4895	General Industrial	5 615	1 325 140.00
5	4899	General Industrial	20 035	4 728 260.00
6	4901	General Industrial	13 298	3 138 328.00
7	4873	General Industrial	7 403	1 747 108.00
8	4874	General Industrial	15 140	3 573 040.00
9	4889	General Industrial	10 782	2 544 552.00
<i>Total</i>				19 604 284. 00

- (f) That bids submitted on the following conditions:
- (i) *The upset price be N\$236.00/m²*
- (ii) *No rates and taxes be levied for a period of 24 months from date of sale / until date of a completion certificate being issued (whatever is later in time).*
- (iii) *The properties may not be alienated unless a completion certificate has been issued in respect of the structural improvements referred to in (i) below. This restraint of alienation is to be registered against the title deed of the respective properties.*
- (iv) *That instead of the standard 120 days to secure the purchase price, the purchase price be secured within 90 days.*
- (g) That a refundable registration fee of N\$27 000.00 be payable per bidder being 0.75% of the highest upset price of N\$3 706 475.00.

- (h) That the properties are 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 properties or any improvements thereon. The Council also does not warrant that the services installed at the properties are suitable for the use intended by the purchasers. It is therefore the obligation of the purchasers to verify that the installed electricity, sewage and water connections are suitable for the intended use of the properties.
- (i) That the purchasers must construct structural improvements worth at least 1 time the Municipal valuation of the property (*as provided for in the Conditions of Establishment for Extension 10*). 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.
- (j) That in the event that the purchaser of a property is a close corporation, a company or a trust, then, the members interest in the close corporation or shareholding in the company or interest in the trust, as the case may be, may not be changed without the prior written approval of Council.
- (k) That Council shall not accept under any circumstances any process whereby the purchaser of a property will be allowed to nominate a third party as the eventual purchaser of the property. To be more specific, the Council shall not entertain any agent bidding on behalf of a principal or any nominee acting on behalf of a legal entity still to be incorporated.
- (l) That such caveats be registered against the title deeds of the properties to prevent any contravention of these conditions.
- (m) That the connected parties defined as per the Income and VAT Act can only bid for one property.
- (n) That Council's other standard conditions of sale be applicable.
- (o) That the income be shared with Erongo RED *pro rata* according to their contribution.
- (p) That an incentive of 15% on purchase price (excluding VAT) discount be offered to developers who develop the erven in a period of 2 years.

ANNEXURE "C"**11.1.9 AVAILABILITY OF INDUSTRIAL ERVEN IN EXTENSION 10, SWAKOPMUND**

(C/M 2021/07/29 - E 4813 Re, E 4843 Re, E 4869, E 4873, E 4874, E 4889, E 4895, E 4899 & E 4901)

RESOLVED:

(a) That Council takes note that the sale of 9 erven located in Extension 10 (industrial area) is published in terms of Notice 30/2021 and the sale is scheduled for Friday, 06 August 2021.

(b) That Council amends point (f) (ii) of its decision passed on 25 March 2021 under item 11.1.18 to read as follows:

~~“(f) (ii) No rates and taxes be levied for a period of 24 months from date of sale / until date of a completion certificate being issued (whatever is later in time).~~

(f) (ii) That Council obtains permission from the Ministry of Urban and Rural Development in terms of section 75A of the Local Authorities Act 23 of 1992 to reduce the rates and taxes (exclusive of services) on the erven and to refund the purchasers of the 9 industrial erven up to a maximum of 80% of the rates and taxes upon application by the purchaser levied from date of sale and calculated over a maximum period of 24 or 36 months; subject thereto that the purchaser obtains a completion certificate within 24 months from date of transfer.

(aa) That the reduction be based on how quickly the purchaser completes the improvements, the value of improvements, when the purchaser applies for this incentive.

(bb) That a rebate be applicable for 24 months from date of sale as follows:

1. Completion Certificate must be issued within 24 months from date of transfer (in addition to point (p) of Council's resolution passed on 25 March 2021 under item 11.1.18), the rebate on rates and taxes will be as follows if a Completion Certificate is issued:

- within 6 months = 40%
- within 12 months = 30%
- within 18 months = 20%
- within 24 months = 10%

ANNEXURE "D"

17-03-08-4899

E 4899

24

Chief Executive Officer
Swakopmund Municipality
PO Box 53
Swakopmund
Namibia



16 August 2021

Dear Sir,

EXPRESSION OF INTEREST WITH SPECIFIC REFERENCE TO ERF 4899, EXTENSION 10, SWAKOPMUND.

We, Swakopmund Industrial Property CC, herewith wish to express our interest in Erf 4899, Ext 10, Swakopmund.

We have taken note of the fact that numerous Industrial properties in this specific extension will be auctioned by the Municipality of Swakopmund as per Council Resolution (C/M 2021/03/25). We, Namib's Roos Transport CC, are in need of an erf of specific size for our purpose of use. We are a rather sizable transporting company that requires space in order to store goods and trucks and most importantly for movability on the premises. The land requirements concerned to the successful operation of transporting business is of great importance. It is also noticed that there are very few of these larger Industrial erven available hence our specific interest in Erf 4899.

We take note of the Council Resolution (C/M 2021/03/25) taken on 25 March 2021 and wish to obtain the property (Erf 4899 Ext 10 SWK) for the amount of N\$ 4 728 260.00, as reflected in the resolution. Alternatively, if Council wish to have further discussions concerning the availability of other industrial erven of similar size we would also be interested.

It would be appreciated if Council could consider the proposal presented and revert back to us with regard to the expression of interest with specific reference to erf 4899, Ext 10, Swakopmund.

Yours faithfully,

W.H. Jordaan
Financial Manager
namibsroostrp@outlook.com
081 828 3634

11.1.14 **INTERIM VALUATION COURT 2022**
(C/M 2022/01/27 - 3/6/3)

Ordinary Management Committee Meeting of 13 January 2022,
Addendum **7.17** page **264** refers.

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

1. **Introduction**

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

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

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

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

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

As in the past, Council arranges an interim valuation court annually, for 2022 the interim valuation court is scheduled for **June 2022** (at a date to be confirmed with the local magistrate).

2. **Establishing of Valuation Court**

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

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

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

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

- (a) *That item be referred back and that the General Manager: Corporate Services & Human Capital approaches Ms T Gebhardt for possible nominees.*
- (b) *That Council advertise within the Erongo Region for valuers to represent its interest at the Valuation Court, should Ms T Gebhardt not be of assistance.*

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

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

Ms D McClune represented Council as a member of the court during 2020. For the 2021 interim valuation court both Ms K Emvula and Ms D McClune apologised for not being able to attend due to Covid-19. Mr F Löhnert on short notice represented Council.

3. Compensation

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

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

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

RECOMMENDED:

- (a) **That Ms Katrina Emvula and Ms Diana McClune be appointed as Council's representative and *secundi* respectively for the Interim Valuation Court for 2022.**
 - (b) **That should any of the above nominated persons be unavailable to attend the Interim Valuation Court for 2022, Mr Abel Schoeman and or Mr Frank Lohnert be contacted to assist.**
 - (c) **That the Ministry of Urban and Rural Development be requested to nominate a representative for the Interim Valuation Court 2022.**
 - (d) **That the compensation for Council's representative at the Valuation Court be N\$500.00 per sitting, per day.**
 - (e) **That the cost be defrayed from Vote: 101010215900 (Assessment Rates: Valuation Court).**
 - (f) **That in terms of Section 69 of the Local Authorities Act 23 of 1992, as amended, a notice be published in at least two newspapers on a date not later than 30 days before the date of the Valuation Court.**
 - (g) **That requirements regarding the interim valuation as prescribed in the Local Authorities Act 23 of 1992, (as amended) be dealt with successfully.**
-

ANNEXURE "A"

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

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

Valuation of rateable properties within local authority areas

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

Notice to be placed in Government Gazette for General Valuation.

Section 66 substituted by Act 24 of 2000

Appointment and powers, duties and functions of valuer

67. (1) *When a **general valuation** or **interim valuation** of all rateable properties is required to be held in terms of section 66, a local authority council shall, on such terms and conditions as may be determined by it, appoint a fit and proper person as valuer who shall be responsible for the valuation of all rateable property within its area and the preparation of a provisional valuation roll containing –*
- (a) *a description of every such rateable property;*
 (b) *the name of its owner;*
 (c) *its size and extent;*
 (d) *its total value, showing separately the value of the land and the value of any improvements effected on such land.*
- (2) *A provisional valuation roll prepared in terms of subsection (1) shall lie open for inspection by any interested person during ordinary office hours in the offices of the local authority council.*
- (3) (a) *A valuer shall, before assuming his or her duties, make and subscribe before a commissioner of oaths an oath in the following form:*

I, A.B., do hereby swear and solemnly and sincerely promise to appraise and value in accordance with, and for purpose of the provisions of the Local Authorities Act, 1992, all rateable property within the area of the

local authority of ... to the best of my skill and knowledge, without favour or prejudice, truly and impartially, conscientiously and for the full and fair value thereof according to the intent and requirement of the law.

So help me God.

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

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

Subsection (5A) inserted by Act 24 of 2000

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

Establishment of valuation court

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

Objections against provisional valuation roll

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

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

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

Appeal against decisions of valuation courts

- (71) (1) Any owner of rateable property in the area of a local authority who has lodged an objection in terms of section 69 and who feels aggrieved by a decision of a valuation court made in relation to that objection shall have the right to appeal against such decision to the High Court of Namibia.
- (2) For purposes of an appeal referred to in subsection (1) and the procedure to be followed in connection with such appeal, the decision of the valuation court shall be deemed to be a judgment of a magistrate's court.

Main valuation roll

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

11.1.15 **SALE OF VARIOUS STREET PORTIONS ADJACENT TO ERVEN 1629, 1630, 1631, 1632, 1633, 1634 AND 1655, MONDESA**

(C/M 2022/01/27 - M 1629, M 1630, M 1631, M 1632, M 1633, M 1634, M 1655)

Ordinary Management Committee Meeting of 13 January 2022, Addendum 7.11 page 172 refers.

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

1. Purpose

The purpose of this submission is for Council to:

- ① *consider the sale of the street portions adjacent to Erven 1629, 1630, 1631, 1632, 1633, 1634 and 1655, Mondesa to the adjacent erf owners; and*
- ② *determine the per square meter purchase price of the street portions adjacent to the subject erven.*

2. Introduction

With reference to these specific street portions, the Management Committee resolved on **16 January 2018**, under item 7.13 *“that Engineering Services & Town Planning Department verify the correct zoning of the property and provides their inputs”*.

Comments of Engineering & Planning Services Department are explained under point 3 below and are attached as **Annexure “A”**.

The matter is now being resubmitted to the Management Committee to determine a purchase price for the street portions adjacent to Erven 1629, 1630, 1631, 1632, 1633, 1634 and 1655, Mondesa based on the valuation obtained from the Municipal valuer.

A map indicating the location of the street portions is attached as (**Annexure “B”**).

3. Background

Council on **27 July 2017** under item 11.1.10 passed the following resolution with reference to the application by Ms Maria liuhwa to purchase a street portion adjacent to her Erf 1632, Mondesa:

- (a) *That Council approves the sale of a portion of Omulondo Street measuring 268m² as indicated on the plan Annexure “B” (on file) to Ms Maria liuhwa.*
- (b) *That Council’s valuator and 2 additional valuers value the portion in (a) and that the average of the 3 valuations determines the purchase price.*
- (c) *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.*
- (d) *That Council’s approves the permanent closure of the portion as “Street” (as indicated on the attached map) in terms of section 50 (2) of the Local Authorities Act, 1992.*
- (e) *That the street portion be subdivided from Omulondo Street and consolidated with Erf 1632, Mondesa and assume the same zoning.*

- (f) That Ms M liuhwa be responsible for all town planning and cadastral procedures such as application to the Townships Board, land surveying and the registration of the newly consolidated erf.
- (g) That Ms M liuhwa be responsible for the Environmental Impact Assessment in terms of the Environmental Management Act, Act 7 of 2007 as amended.
- (h) That the applicant takes note that no rights will accrue to the applicant unless all the above-mentioned conditions are complied with in full and all the relevant authorities have given the necessary permission, if applicable.
- (i) That the applicant be informed that all costs relating to the transaction are for her account, such as (but not limited to) the advertising of the street closure, advertising of the proposed alienation for objections, subdivision and consolidation, EIA, cadastral survey and the payment of the transfer costs.
- (j) That the owners of Erven 1630, 1633, 1634 and 1931, Mondesa be requested to indicate whether they are interested to purchase the open space in front of their erven, in which case the statutory cost can be shared between them.
- (k) That the following standard conditions be applicable:
 - (i) The 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 within full and all the relevant authorities have given the necessary permission, if applicable.
 - (ii) A deposit of N\$10 000.00 shall be required of the purchaser to cover all fees and costs to Council, prior to attending to the statutory processes.
 - (iii) Should a balance remain after Council's costs have been covered, it will be refunded by the Finance Department to the purchaser.
 - (iv) The successful 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.

With reference to point (j), the adjacent erven owners were informed of the decision on **15 August 2017** and they accepted the conditions as per letters attached (**Annexure C**).

Subsequently, Engineering Services & Town Planning was requested to provide the estimated costs for the statutory process and comments pertaining the proposed subdivision and consolidation of the subject street portions and the responded as follows:

- (a) That Omulondo Street be subdivided into Portions A, B, C, D, E, F, G (approximately 12.5m², 100.6m², 268.6m², 268.6m², 268.6m², 100.6m² and 12.5m² in extent, respectively) and Remainder Street as shown on the **Plan Number: SUB/OMULONDO/STR/201802**,
- (b) That Portions A, B, C, D, E, F and G Omulondo Street be offered for sale to the owners of Erven 1629, 1630, 1631, 1632, 1633, 1634 and 1655, Mondesa, respectively,
- (c) That adjacent erven owners accept the offers in writing within a period of ninety (90) days from the date of the notification offer letter receipt,
- (d) That in respect of those owners who refuses the offer, no further action be taken at this time, until such time as application to purchase is made by the owner involved,
- (e) That in respect of those owners who accept the offer, the respective portions in front of their erven, and only those erven be treated as per the following recommendations,
- (f) That Portions A, B, C, D, E, F and G of Omulondo Street be permanently closed as "street" in terms of section 50 (1) of the Local Authorities Act, Act No. 23 of 1992, as amended,

- (g) That Council prepare the advert and the purchasers be responsible for advertisement procedures which includes; inserting the notice in the media, including the Government Gazette, placing a copy on site and distribution to affected neighbours and costs pertaining to these procedures be for the purchasers' accounts,
- (h) That proof of advertisements be provided to the General Manager: Engineering Services before the sales agreements are signed,
- (i) That Portions A, B, C, D, E, F and G of Omulondo Street be consolidated with Erven 1629, 1630, 1631, 1632, 1633, 1634 and 1655, Mondesa, respectively and assume the same zoning,
- (j) That the purchasers be responsible for the Environmental Impact Assessment in terms of the Environment Management Act, Act 7 of 2007, as amended,
- (k) That the purchasers be responsible for all town planning and cadastral procedures such as application to the Townships Board, land surveying and the registration of the newly consolidated Erven,
- (l) That the current Title Deed conditions registered against Erven 1629, 1630, 1631, 1632, 1633, 1634 and 1655, Mondesa, be retained and be registered against the newly consolidated Erven,
- (m) That the purchasers be granted Power of Attorneys to act on behalf of the Swakopmund Municipal Council to lodge all necessary planning, closure and cadastral procedures pertain to the subdivision of Omulondo Street and consolidations thereof.

With reference to previous similar transactions, Council approved to undertake all statutory process on behalf of adjacent erf owners and recover the costs them upon completion of the procedures. The statutory processes were carried out by Council to ease the administration and coordination of work. If homeowners are to appoint their own town planners it will be expensive, and the process might not be finalized.

During 2020 the Property Section planned to have a meeting with all the adjacent erf owners to explain the process and cost of statutory process, however the meeting could not take place due to the effect of Covid -19.

On **15 June 2021** as per **Annexure "D"** the adjacent erf owners were informed of the estimated cost of statutory process and requested to confirm whether they are interested to proceed with the sale; their responses are indicated in the table below:

Erf Owners	Feedback
1629 - Mr Niikera	Cannot afford and a portion is too small
1630 - Ms Zatjirua	Owner passed on and her son confirmed to purchase the portion
1631 - Ms Beukes	Interested but cannot afford the costs
1632 - Mr Elago	Interested and would like to carry the statutory process by himself
1633 - Ms Uris	Interested but cannot afford
1634 - Ms Kamati	Interested and cannot afford as she is not employed
1655 - Mr Immanuel	Not interested and the portion is too small

Only the owners of Erf 1630 and Erf 1632, Mondesa confirmed to purchase the adjacent street portions and are ready to pay for the costs that may arise from the transaction. It is therefore proposed that

Council only consider selling the street portions adjacent to Erf 1630 and 1632, Mondesa.

4. Determination of Purchase Price

During 2017 Ludwig Schroder Estate Agents CC and The Trust Estate Co determined the valuation of the subject portion. The estimated valuations are reflected in the table below and attached as **Annexure "E"**.

<i>Valuator</i>	<i>Price/m²</i>	<i>Total price</i>
<i>The Trust & Estate Co</i>	<i>N\$300.00</i>	<i>N\$81 000.00</i>
<i>Ludwig Schroder Estate Agents CC</i>	<i>N\$260.00</i>	<i>N\$70 200.00</i>
Average	N\$280.00	N\$75 600.00

Therefore, if a portion measuring $\pm 270\text{m}^2$ is sold at the rate of N\$280.00/m² the purchase price will be **N\$75 600.00**. On **18 November 2021** Mr Hite of the Trust Estate Co confirmed that the current market value of these street portions is still N\$300.00/m².

5. Conclusion

It is proposed that Council approves the sale of the street portions adjacent to Erven 1629, 1630, 1631, 1632, 1633, 1634 and 1655, Mondesa at the lower value of N\$ 260.00/m² based on the valuation of Ludwig Schroder Estate Agents CC.

It is also proposed that the Engineering Services & Town Planning Department attends to the statutory process of closure of a street portion, subdivision, EIA and consolidation of street portions adjacent to Erf 1630 and Erf 1632, Mondesa since they are only two owners who confirmed their intention to participate in the process.

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

RESOLVED: (For Condonation by Council)

- (a) That the Acting General Manager: Corporate Services and HC be authorized to offer the street portion to the adjacent owners at N\$100.00/m², to be paid off in 12 months.**
 - (b) That if all the owners accept the offer or propose different terms, the feedback be reported to the Management Committee whereafter the transactions be submitted to Council for approval.**
-

Annexure "A"

COST TO BE INCURRED PER INDIVIDUAL

Description	Quantity	Cost Unit	Unit Rate	Total
Professional Fees:				
Subdivision and Consolidation	1	1	18 000.00	NS 18 000.00
Administrative Fees for Subdivision - Ministry of Finance Fees : a) NS 250.00 per application b) NS 20.00 per portion	1		250.00	NS 250.00
Administrative Fees for Consolidation - Ministry of Finance Fees : a) NS 250.00 per application	1		250.00	
Environmental Clearance	1	0	40 000.00	NS 40 000.00
Advertisements: Newspapers and Gazette				
- GRN Gazette	1		160.00	NS 160.00
- The Namibian	1		1970.00	NS 1970.00
- Republikain	1		1875.00	NS 1875.00
Land Surveying	1		10 000.00	NS 10 000.00
Sub Total				NS 72 525.00
VAT Rate 15%				NS 10 878.75
Total				NS 83 403.75

Please take note that the amounts stated above are merely estimates. Each affected party or group as a whole must appoint the Town and Regional Planning Consultant of their choice. Some consultants may include the services of an Environmental Consultant as part of their quotation; however, the clients may have to solicit quotations for such services themselves. The clients would in addition be required to appoint a Professional Land Surveyor.

Regards,


C McCune

GENERAL MANAGER: ENGINEERING SERVICES

NR/21H

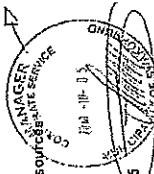
MEMORANDUM



ENGINEERING DEPARTMENT

To : Acting Gift, Corporate Services & Human Resources
 From : General Manager: Engineering Services
 Date : 02 October 2018
 Reference : M 1629, 1630, 1631, 1632, 1633, 1634 and 1655

Report



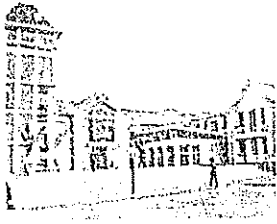
THE SALE OF STREET PORTIONS ADJACENT TO ERVEN 1629, 1630, 1631, 1632, 1633, 1634 AND 1655, MONDESA

Your memorandum dated 31 July 2018 has reference.

Kindly find below the estimated costs to be incurred by the affected parties. The costs have been broken down per individual as well as per group in case the affected parties decide to share the costs.

COST TO BE INCURRED BY THE GROUP:

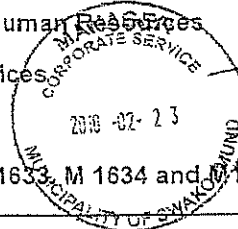
Description	Quantity	Cost Unit	Unit Rate	Total
Professional Fees:				
Subdivision and Consolidation	1	30	1000.00	NS 30 000.00
Administrative Fees for Subdivision - Ministry of Finance Fees : a) NS 250.00 per application b) NS 20.00 per portion	1		250.00	NS 250.00
Administrative Fees for Consolidation - Ministry of Finance Fees : a) NS 250.00 per application	7		140.00	NS 980.00
Environmental Clearance	1	0	40 000.00	NS 40 000.00
Advertisements: Newspapers and Gazette				
- GRN Gazette	1		160.00	NS 160.00
- The Namibian	1		1970.00	NS 1970.00
- Republikain	1		1875.00	NS 1875.00
Land Surveying	7		10 000.00	NS 70 000.00
Sub Total				NS 144 645.00
VAT Rate 15%				NS 21 696.75
Total				NS 166 341.75



MEMORANDUM

ENGINEERING DEPARTMENT

To : Acting GM: Corporate Services & Human Resources
 From : General Manager: Engineering Services
 Date : 15 February 2018
 Reference : M 1629, M 1630, M 1631, M 1632, M 1633, M 1634 and M 1655



STATUTORY PROCEDURES FOR ERVEN 1629, 1630, 1631, 1632, 1633, 1634 AND 1655, MONDESA

Your memorandum dated 22 January 2018 and Management Committee Resolution during the meeting held on the 16th January 2018, (Item 7.13), have reference.

According to the Management Committee Resolution under Item 7.13, it has been resolved "that this item be referred back in order for the Engineering Services Department to verify the correct zoning for the property".

However, in terms of the submission content that was submitted before Management Committee meeting on the 16th January 2018, the property zoning is corrected.

What can be recalled from the proceedings of the aforesaid meeting is that in terms of recommendation (b) which reads "That the Engineering Services Department attends to the statutory process i.e. permanent closure, Environmental Impact Assessment (EIA), subdivision and consolidation of the street portion with Erven 1630, 1631, 1632, 1633 and 1634, Mondesa at the cost of purchaser", should be revised and comments in this regard be provided by the Engineering Services Department.

It is against this background that the Engineering Services is providing comments pertaining to the subdivision of Omulondo Street into seven (7) portions and remainder.

Note should be taken that two more erven and portions have been added to the proposed subdivision and consolidations.

Omulondo Street forms part of Mondesa street network. It is zoned as "street" and reserved for such a purpose. Omulondo Street should first be subdivided into Portions A, B, C, D, E, F, G and Remainder as depicted on the **Subdivision Plan Number: SUB/OMULONDO/STR/201802**. Thereafter, Portions A, B, C, D, E, F and G, should be closed as "street" in terms of Section 50 (1) of the local authorities Act, as amended.

In terms of the Environmental Management Act, Act 7 of 2007 as amended, subdivision of a street is a listed activity. Therefore, an environmental study should be carried out for the proposed subdivision.

Annexure "C"

M 16 32

M 16 33

P O Box 4012

Vineta

Swakopmund

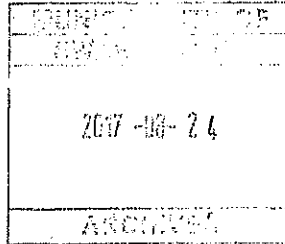
M 16 31

M 16 34

M 16 30

23 August 2017

The Acting GM
Corporate Services & HR
Municipality of Swakopmund



Dear Sir/Madam

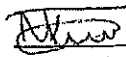
**APPLICATION TO PURCHASE A STREET PORTION ADJACENT TO ERF 1632,
OMULONDO STREET, MONDESA.**


With reference to your response letter dated 15 August 2017, I hereby corresponds.


I accept the conditions and procedures that Council will take to complete the process of allocation of this portion of land to erf 1632 Mondesa. I have communicated with my neighbors and they are interested to obtain their portions and the following erven owners agreed that Municipality include their ervens. Erf 1630, 1631, 1632, 1633 and 1634.

We as neighbors agree that Municipality proceeds with the allocation of this portion of land to the above mentioned erven owners. In the process we agree to pay the requested deposit of N\$10 000 as from now and settle it before end of November 2017. We will appreciate if the Council provide us with the selling prize of each and every portion so that we can start to plan for payments apart from other cost that we have to do such as of town planning, surveyors and environmental analysts.

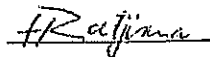
In agreement to obtain this portions of land, the owners of the following four ervens signs below:


Ms. Maria. K. Iihuhwa
Erf 1632
0812926686


Mr. Sebulon Beukes
Erf 1631
0817788074


Ms. Prisca Uris
Erf 1633
0813224773


Ms. Olivia Kamati
Erf 1634
0817796866


Erf 1630
Ms. Hulda Zatjirua
0814478213

Send an e-mail to engin

Annexure "D"



MUNICIPALITY OF SWAKOPMUND

Ref No: M 1629, 1630, 1631, 1632, 1633, 1634 & 1655

(064) 4104213
088 614 514
53 Swakopmund

NAMIBIA

www.swkmun.com.na

msheehama@swkmun.com.na

Enquiries: Ms. M. Sheehama

15 June 2021

Mr Niikera Erf 1629, Mondesa P O Box 3801 Vineta 081 299 6567	Ms Hulda Zatzirua / Samuel Erf 1630, Mondesa Box 2280 Swakopmund samuel.zatzirua@gmail.com 081 447 8213	Mrs S Beukes Erf 1631, Mondesa P O Box 889 Mondesa 081 778 8074	Mr David Elago Erf 1632, Mondesa David.Elago@riotinto.com 081 686 9679
Ms Prisca Uris Erf 1633, Mondesa 081 322 4773	Ms Olivia Kamati Erf 1634, Mondesa 081 779 6866	Mr F Immanuel Erf 1655, Mondesa Box 4155 Swakopmund 081 603 9066	

Dear Sirs & Madam

SALE OF PORTIONS OF OMULONDO STREET ADJACENT TO YOUR ERVEN

Reference is made to the pending sale of open land adjacent to your erven as approved by Council on 27 July 2017, Item 11.1.10 (a copy attached for ease of reference).

A map indicating the proposed division of portions and their approximately sizes is also attached. Due to Covid-19 implications, we are unable to have a meeting with you to discuss the costs, conditions of sale and statutory process as previously communicated.

You are therefore requested to confirm in writing on / before Friday, 20 August 2021 whether you intend to proceed with the sale. Once confirmation is received our Engineering & Planning Services Department will attend to the statutory processes.

Indicated below is the estimated cost of the statutory process to be incurred by a group or by individual as determined by our Engineering & Planning Services Department:

- ⇒ by the group: ± N\$ 166 341.71
- ⇒ per household: ± N\$ 83 403.75

All costs include 15% VAT.

All correspondence must be addressed to the Chief Executive Officer

Margaret Sheehama

From: DAVID ELAGO <den-elago@live.co.uk>
Sent: Friday, 12 November 2021 14:45
To: Margaret Sheehama
Subject: Re: land portion - 1632

Good Day Ms Magreth,

As per our telephonic discussion, i will follow-up on the submission end of January 2022.

Regards,
David Elago

Get [Outlook for Android](#)

From: DAVID ELAGO <den-elago@live.co.uk>
Sent: Thursday, November 11, 2021 8:49:02 AM
To: Margaret Sheehama <msheehama@swkmun.com.na>
Subject: Re: land portion - 1632

Good Day,

We were given the deadline of 20th August, does that not mean that if there is no response those parties forfeited that rights to purchase? There frustrating issue is that we have almkst lost two years and again now we are setting it to 2022. Should the matter not be at least submitted this year even though it will be discussed next year?

Regards,
David

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From: Margaret Sheehama <msheehama@swkmun.com.na>
Sent: Thursday, 11 November 2021, 08:22
To: DAVID ELAGO
Cc: Stephny Bruwer; Andre Plaatjie
Subject: RE: land portion - 1632

Dear Mr Elago

I did not received responses from some adjacent property owners and others confirmed that the cannot afford to purchase the land.
I will now submit the matter to Council in January 2022 (the agenda for this year is already closed) to consider the way forward.

Regards



cnr Rakotoka Street & C
Office: +264 64 410 421
Website: www.swkmun.gov.fj
Thank you for considering



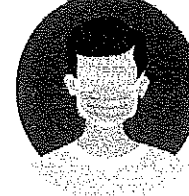
SYMPTOMS AWARE



DISINFECTANT



KEEP CLEAN



AVOID

From: DAVID ELAGO [mailto:DEN-ELAGO@live.co.uk]
Sent: Monday, 01 November 2021 05:44 PM
To: Margaret Sheehama
Subject: Re: land portion - 1632

Good Day Mrs Sheehama,

I am yet to receive any response from your office, what is the hold up?

Regards,
David Elago

[Get Outlook for Android](#)

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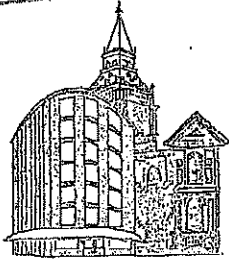
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Annexure "E"



The Trust & Estate Co (pty) Ltd

LAND AND ESTATE AGENTS - VALUERS • EIENDOMSAGENTE - WAARDEERDERS

☎ 061-231 224

Bishops Close Street, Klein Windhoek

18

☎ 061-221 189

✉ dhite@afoi.com.na

WINDHOEK, NAMIBIA

CHIEF EXECUTIVE OFFICER
MUNICIPALITY OF SWAKOPMUND
P. O. BOX 53
SWAKOPMUND

26th October, 2017

ATT: MR HIYAMBO/SHEEHAMA

RE: MARKET VALUE OF STREET PORTIONS 1630 - 1634 MONDESA

Your email refers.

To determine the probable market value of the subject properties, one must make use of comparable sales.

Comparable vacant land in Mondesa was sold for ± NS 300 per m².

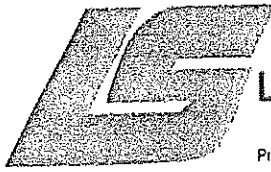
Therefore, I estimate the probable market value of the above street portions at an amount of NS 300 per m².

If you need any further information please contact me.

Kind regards,

D HITE/VALUER

26th October, 2017



LUDWIG SCHRÖDER

ESTATE AGENTS CC
Property Brokers and Administrators - Sworn Valuers

TEL: +264 64 402349
FAX: +264 64 404014
E-mail: office@schroeder-estate.com.na
.Daniel Tjongarero Str 11
P.O. Box 48
Swakopmund

VALUATION CERTIFICATE:		11150
Client:	Municipality of Swakopmund	Erf No / Town: Portions of Street, adjacent to erven 1630-1634 Mondesa
Applicant Name:	A Plaatjie	Address: Omulondo Str., Mondesa
Property Type:	Vacant land	Zoning: Single residential (proposed)
Size of Land:	Various m ²	Location: Average
Age of Building:	N/A	

INSTRUCTION & PURPOSE:

To estimate the market value, per square meter, of the vacant, to-be-subdivided portions of land, at date of valuation, assuming the zoning of single residential, and if bought for purpose of consolidation with a neighbouring erf.

LAND & LOCALITY:

The subject portion of vacant land is a portion of street/parking, located in the residential area of Mondesa, intended to facilitate access to the off-street erven 1630 - 1634.

The land is sandy and level, similar to the terrain of other erven in this area, although slightly below street level.

The vacant land is currently being used as informal, open air vehicle repair area. Extensive oil stains and seepage was noted.

Disclaimer: It is assumed that there are no further hidden or unapparent conditions of the property, subsoil or structures that render it more or less valuable. No geo-technical study of the site was conducted.

IMPROVEMENTS:

None.

SERVICES:

Subject, to-be-subdivided portion is currently a portion of street and not serviced.

The neighbouring erven, with which subject portions are to be consolidated, are serviced for single residential use.

ZONING & POTENTIAL:

The assumed zoning is single residential.

The to-be-subdivided portions of land are to be sold solely for purpose of consolidation with the respective neighbouring erven 1630 - 1634. The size of these existing erven is 316sqm each.

The sizes of the subject portions to be added and consolidated are approx. 100sqm (for erven 1630 & 1634) and approx. 270sqm (for erven 1631, 1632 & 1633)

The density zoning of 1:200 in this "Special designated area" will enable the owners of the consolidated erven to add another dwelling house, as it will in all cases bring the consolidated size to above 400 sqm.

continued overleaf

Val. Cert. : 11150 (continued)

METHOD OF VALUATION / MOTIVATION / COMMENTS:

The valuation is based on an estimated market value of the vacant land, if sold and bought for purpose of consolidation with a neighbouring erf, as per instruction.

The estimated market value is guided by the marginal value per square metre of the vacant portions, when added to an existing portion of land, such as erf 1632M

Note: The market value per square meter of vacant land even in this area is estimated at approx. N\$450.- / m². However, the marginal value of land as stated below reflects the estimated value per square meter, if added to even 1630 - 1634.

Note: All Costs associated to the sale and acquisition (subdivision and consolidation) of the portions of land, incl. town planning, surveys, cadastral procedures, advertising, EIAs, statutory procedures, etc. (but not incl transfer costs) will initially have to be borne by Seller (Council), but (acc. to Council meeting 27/07/17) shall be recouped from Purchasers and may be shared among a number of purchasers .

As we are not in a position to estimate above costs and possible sharing structures (as these also depend on the number of willing and able purchasers), our below estimate is based on the full market value of the additional portions of land, for the owners of neighbouring portions, if consolidated with these neighbouring portions.

Accordingly, the selling price of the respective portions of land should be adjusted downwards by seller (Council) from the below estimate, by the respective allocated share of the total costs of subdivision and consolidation with existing portions.

Alternatively, Council could sell the respective portions to neighbouring owners at the full market value stated below but then costs of subdivision and consolidation should be borne by Council.

MARKET VALUATION:

Erf No.:	Size (m ²) approx.	N\$ / m ²	N\$ (illustrative)
Ptn of street	270	260.00 (excl. VAT) *	70,200.00

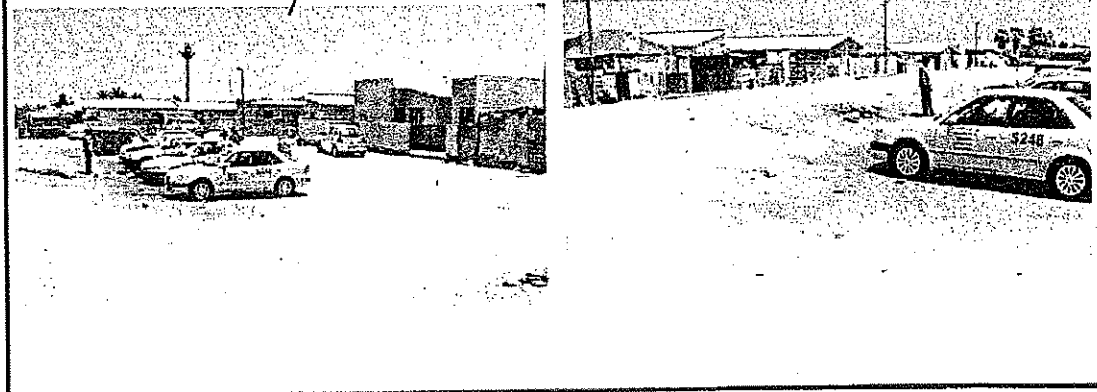
* Note: The valuations assumes that there are no further costs accruing to purchaser (other than transfer fees), i.e. all costs of subdivision, rezoning and consolidation are borne by seller of the vacant land.

WE DECLARE THAT WE HAVE IDENTIFIED, INSPECTED AND VALUED THE ABOVE PROPERTY:

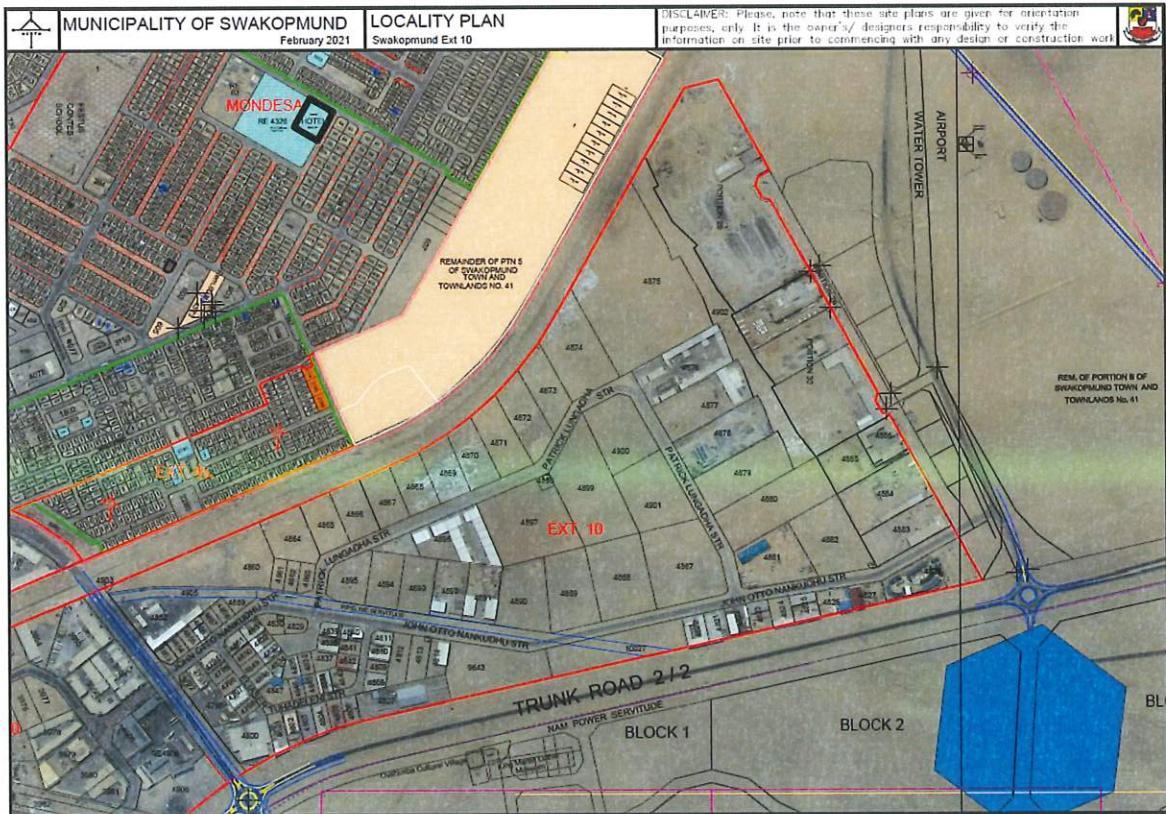
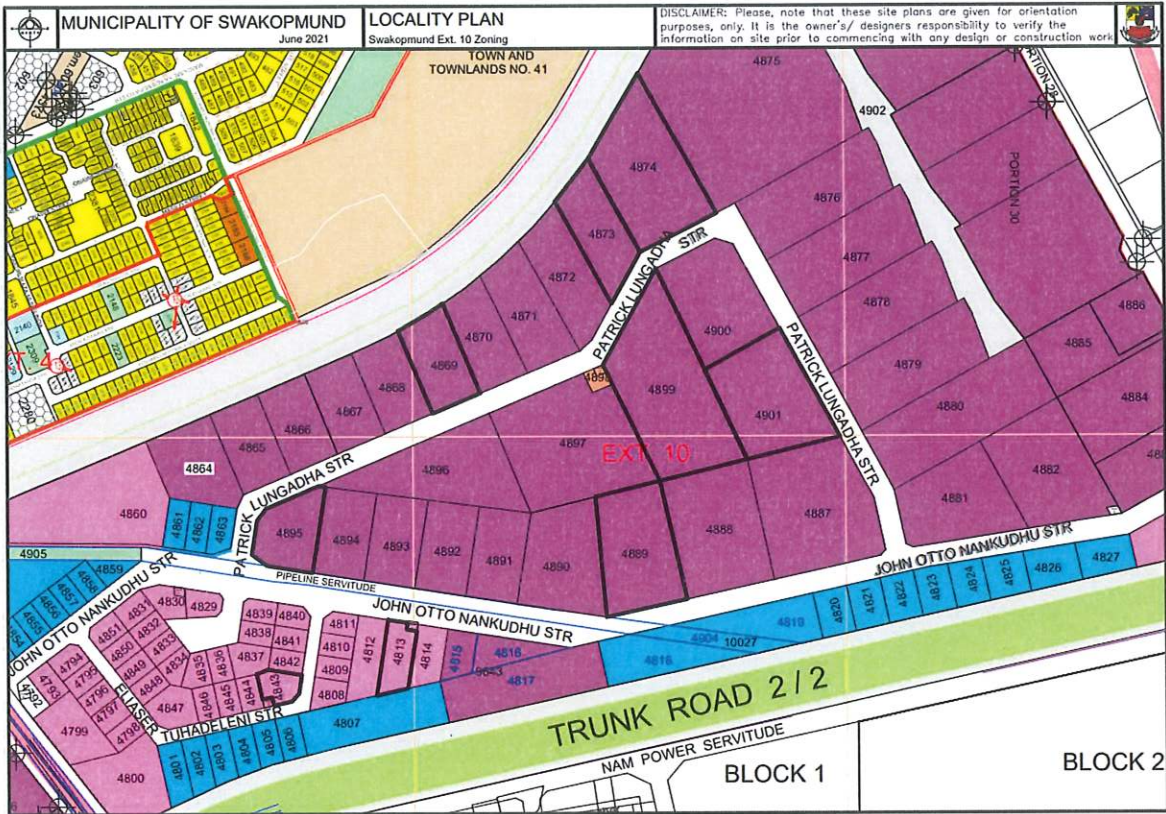
A. Schröder, in association with F. Löhnert

DATE: 27 October 2017

PHOTOGRAPHS:



ANNEXURE "A"



ANNEXURE "B"**11.1.18 AVAILABILITY OF INDUSTRIAL ERVEN IN EXTENSION 10, SWAKOPMUND**

(C/M 2021/03/25 - E 4813 Re, E 4843 Re, E 4869, E 4873, E 4874, E 4889, E 4895, E 4899, E 4901)

RESOLVED:

- (a) That Council takes note that only a small percentage of the industrial erven have been fully developed.
- (b) That due to the effects of the Covid-19 pandemic, the local economy requires an injection and especially the building construction sector.
- (c) That Council can encourage developers to construct new businesses by providing favourable conditions of sale.
- (d) That a closed bid sale be arranged for the erven listed under point (e) below.
- (e) That the upset prices for the erven be N\$236.00/m² (excluding 15% VAT) as set-out below:

	<i>Erf No</i>	<i>Zoning</i>	<i>m²</i>	<i>Upset Price @ N\$236.00/m² (excl 15% VAT)</i>
1	4813 Re	Light Industrial	2 810	663 160.00
2	4843 Re	Light Industrial	1 558	367 688.00
3	4869	General Industrial	6 428	1 517 008.00
4	4895	General Industrial	5 615	1 325 140.00
5	4899	General Industrial	20 035	4 728 260.00
6	4901	General Industrial	13 298	3 138 328.00
7	4873	General Industrial	7 403	1 747 108.00
8	4874	General Industrial	15 140	3 573 040.00
9	4889	General Industrial	10 782	2 544 552.00
Total				20 604 284.00

- (f) That bids submitted on the following conditions:
- (v) *The upset price be N\$236.00/m²*
- (vi) *No rates and taxes be levied for a period of 24 months from date of sale / until date of a completion certificate being issued (whatever is later in time).*
- (vii) *The properties may not be alienated unless a completion certificate has been issued in respect of the structural improvements referred to in (i) below. This restraint of alienation is to be registered against the title deed of the respective properties.*
- (viii) *That instead of the standard 120 days to secure the purchase price, the purchase price be secured within 90 days.*
- (g) That a refundable registration fee of N\$27 000.00 be payable per bidder being 0.75% of the highest upset price of N\$3 706 475.00.

- (h) That the properties are 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 properties or any improvements thereon. The Council also does not warrant that the services installed at the properties are suitable for the use intended by the purchasers. It is therefore the obligation of the purchasers to verify that the installed electricity, sewage and water connections are suitable for the intended use of the properties.
 - (i) That the purchasers must construct structural improvements worth at least 1 time the Municipal valuation of the property (*as provided for in the Conditions of Establishment for Extension 10*). 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.
 - (j) That in the event that the purchaser of a property is a close corporation, a company or a trust, then, the members interest in the close corporation or shareholding in the company or interest in the trust, as the case may be, may not be changed without the prior written approval of Council.
 - (k) That Council shall not accept under any circumstances any process whereby the purchaser of a property will be allowed to nominate a third party as the eventual purchaser of the property. To be more specific, the Council shall not entertain any agent bidding on behalf of a principal or any nominee acting on behalf of a legal entity still to be incorporated.
 - (l) That such caveats be registered against the title deeds of the properties to prevent any contravention of these conditions.
 - (m) That the connected parties defined as per the Income and VAT Act can only bid for one property.
 - (n) That Council's other standard conditions of sale be applicable.
 - (o) That the income be shared with Erongo RED *pro rata* according to their contribution.
 - (p) That an incentive of 15% on purchase price (excluding VAT) discount be offered to developers who develop the erven in a period of 2 years.
-

ANNEXURE "C"

11.1.9 **AVAILABILITY OF INDUSTRIAL ERVEN IN EXTENSION 10, SWAKOPMUND**
 (C/M 2021/07/29 - E 4813 Re, E 4843 Re, E 4869, E 4873, E 4874, E 4889, E 4895, E 4899 & E 4901)

RESOLVED:

(a) That Council takes note that the sale of 9 erven located in Extension 10 (industrial area) is published in terms of Notice 30/2021 and the sale is scheduled for Friday, 06 August 2021.

(b) That Council amends point (f) (ii) of its decision passed on 25 March 2021 under item 11.1.18 to read as follows:

~~“(f) (ii) No rates and taxes be levied for a period of 24 months from date of sale / until date of a completion certificate being issued (whatever is later in time).~~

(f) (ii) That Council obtains permission from the Ministry of Urban and Rural Development in terms of section 75A of the Local Authorities Act 23 of 1992 to reduce the rates and taxes (exclusive of services) on the erven and to refund the purchasers of the 9 industrial erven up to a maximum of 80% of the rates and taxes upon application by the purchaser levied from date of sale and calculated over a maximum period of 24 or 36 months; subject thereto that the purchaser obtains a completion certificate within 24 months from date of transfer.

(aa) That the reduction be based on how quickly the purchaser completes the improvements, the value of improvements, when the purchaser applies for this incentive.

(bb) That a rebate be applicable for 24 months from date of sale as follows:

1. Completion Certificate must be issued within 24 months from date of transfer (in addition to point (p) of Council's resolution passed on 25 March 2021 under item 11.1.18), the rebate on rates and taxes will be as follows if a Completion Certificate is issued:

- within 6 months = 40%
 - within 12 months = 30%
 - within 18 months = 20%
 - within 24 months = 10%
-

ANNEXURE "D"

17-03-08-4899

E 4899

24

Chief Executive Officer
Swakopmund Municipality
PO Box 53
Swakopmund
Namibia



16 August 2021

Dear Sir,

EXPRESSION OF INTEREST WITH SPECIFIC REFERENCE TO ERF 4899, EXTENSION 10, SWAKOPMUND.

We, Swakopmund Industrial Property CC, herewith wish to express our interest in Erf 4899, Ext 10, Swakopmund.

We have taken note of the fact that numerous Industrial properties in this specific extension will be auctioned by the Municipality of Swakopmund as per Council Resolution (C/M 2021/03/25). We, Namib's Roos Transport CC, are in need of an erf of specific size for our purpose of use. We are a rather sizable transporting company that requires space in order to store goods and trucks and most importantly for movability on the premises. The land requirements concerned to the successful operation of transporting business is of great importance. It is also noticed that there are very few of these larger Industrial erven available hence our specific interest in Erf 4899.

We take note of the Council Resolution (C/M 2021/03/25) taken on 25 March 2021 and wish to obtain the property (Erf 4899 Ext 10 SWK) for the amount of N\$ 4 728 260.00, as reflected in the resolution. Alternatively, if Council wish to have further discussions concerning the availability of other industrial erven of similar size we would also be interested.

It would be appreciated if Council could consider the proposal presented and revert back to us with regard to the expression of interest with specific reference to erf 4899, Ext 10, Swakopmund.

Yours faithfully,

W.H. Jordaan
Financial Manager
namibsroostrp@outlook.com
081 828 3634

11.1.16 **PROPOSAL FOR 2022 AUTHENTIC ENTREPRENEURS' PROGRAMS AND INVESTOR FRIENDS**

(C/M 2022/01/27 - 14/1/1/2; 14/2/2/1/4)

Ordinary Management Committee Meeting of 13 January 2022, Addendum 7.20 page 290 refers.

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

Introduction

This item is submitted to seek Council's approval for proposal brought forward by the Dome Swakopmund to enhance Swakopmund as Namibia's Entrepreneurs Hub.

Background

The Dome and the Swakopmund Municipality entered into an agreement to establish Swakopmund as the entrepreneur's hub of Namibia. Council on the **30 July 2020** while discussing the partnership proposal with the Dome Swakopmund under item 11.1.18 resolved as follows:

- (a) *That Council approves the partnership proposal between Messrs the Dome Swakopmund and Municipality of Swakopmund.*
- (b) *That the Council makes budget provision for the sponsorship of 10 local entrepreneurs as part of the first intake in the Entrepreneurs factory at the total cost of approximately N\$530 000.00 per annum in the next financial year (i.e. 2021 / 2022).*
- (c) *That the proposal to have the management of the Vineta North Sport stadium by the Dome Swakopmund not be approved.*
- (d) *That The Dome Swakopmund utilizes the Vineta North Sport stadium through the existing standard operating procedures.*
- (e) *That an advisory committee comprised of both the Municipality representatives and The Dome representatives be established to develop a best strategy that can be used to ensure the facility is utilized effectively to the benefit of both parties.*
- (f) *That the proposal to upgrade the Cricket turf and permanent nets as well as providing mobile nets at the cost of Namibia Cricket Federation be approved.*
- (g) *That the Council through its Bursary Scheme sponsors one athlete per annum.*
- (h) *That Council form part of the selection processes for both entrepreneurs as well as the athletes that will be sponsored.*
- (i) *That an SME Development Trust Fund be established for the future sponsorship of Entrepreneur Factory and other business development initiatives.*

Subsequent to the above resolution a MoU was compiled and submitted to Council on the 19 November 2020, under item 11.1.10 where it was resolved as follows:

- (a) *That the Memorandum of Understanding between The Dome Swakopmund and Municipality of Swakopmund for the Entrepreneurs factory & sport development initiatives be approved.*
- (b) *That Council approves the following representatives to serve as advisory committee members as set out in the Memorandum of Understanding:*

- The Mayor
- The Chief Executive Officer
- GM: Economic Development Services
- Chairperson of NCCI Swakopmund Branch alternating with the Chairperson of HAN Swakopmund Task Committee.

The Memorandum of understanding between the Municipality of Swakopmund and the Dome Swakopmund has been signed on **10th December 2020** and it is effective till 2023.

Council committed to the following three partnership initiatives as per signed MoU:

1. *Entrepreneur's factory - a total amount of N\$530 000.00 has been committed for 2021/2022 financial year.*
2. *Multipurpose Sport Facility - It has been agreed for the Cricket Namibia will improve the Vineta North Sport field and utilize it for Cricket development. The Municipality will maintain the facility as well as manage all of bookings etc.*
3. *Scholarships - Municipality of Swakopmund has committed to an annual sponsorship of one para-Olympic athlete to the tune of N\$138 000.00, for the 2021/2022 financial year.*

In light of the above, the Municipality has committed to disburse the above listed funds quarterly upon receipt of progress reports. For the first and second quarters (i.e. July - December 2021) a total amount of **N\$334 000.00** has been paid to the The Dome for the 10 "Be Your Own Boss Entrepreneurs" and the sponsorship of Bradley Murere a Para Olympic athlete to date.

The Dome submitted a proposal on 26 July 2021 in which it proposed to Council to extend the financial support toward 200 more aspiring entrepreneurs in Swakopmund. Council on 30 September 2021, under item 11.1.2, resolved as follows:

- (a) *That the proposal by Messrs the Dome Swakopmund to extend the financial commitment into the Entrepreneurship Factory be noted.*
- (b) *That the Dome Swakopmund be advised that the Council will assess the progress and impact made upon completion of the "Be Your Own Boss" Entrepreneurship training programme to determine future investment.*
- (c) *That the Dome submits update progress report on "Be Your Own Boss" entrepreneurs and Para Olympic athlete.*
- (d) *That the Dome Swakopmund be advised to engage other stakeholders to get more partners on board and secure more sponsorship toward the Entrepreneurship Factory.*

1. New Proposal

The Dome Swakopmund submitted a new proposal on 03 November 2021 in which it proposes the following:

i) Internal Entrepreneurial Development

The Dome proposed a staff development programme for the Municipality of Swakopmund to enhance entrepreneurial skills and unlock potential of staff members. The process involves an initial assessment and foundation process followed by a group coaching exercise to assist the people to develop their ability to be entrepreneurial. The focus of this programme is on identifying

individual staff member's unique abilities and talents. An authenticity mentor/ coach will enable people to understand their career journey, analyse the current business strategy and business model to determine its sustainability and suitability and propose appropriate amendments. This programme will also lead to identification of various risks and establishment of risk mitigation strategies within the organization.

Cost implications for the proposed staff development programme

- *Once-off costs - N\$3 900.00 Excl VAT per person*
- *Monthly cost for group coaching session - N\$1 800.00 Excl VAT per person*

Once off costs are payable in advance on commencement of the program. Monthly cost will be payable either from 1st of the month or 15th of month depending when program commence.

ii) Expansion of Entrepreneurial and Youth Development programme

The Dome proposes to Council to extend the "Be Your Own Boss" (BYOB) programme by funding 10 more youth entrepreneurs. This proposal is based to the growing demand for entrepreneurial development from the people in Swakopmund. The Dome would like to at least double up on current BYOB initiative. It further proposed that Council support 200 youth entrepreneurs for a part-time participation using an online platform as well as workshops and group coaching.

Cost implication of the proposed expansion of the BYOB programme:

- *N\$53 000.00 per year per person on full-time basis*
- *N\$150.00 per person per month for the part-time participation*

iii) Investor Friends of Entrepreneurs Co

The Dome request the Council to intentionally work together to find investors that will invest in BYOB initiative. It is further proposed that Council should commit to working with Dome in getting successful entrepreneurs in Swakopmund with the aim to create Swakopmund as an entrepreneurial Hub of Namibia.

Discussion

The Municipality supports the initiative of developing Swakopmund as Entrepreneurs HUB of Namibia hence the MoU with the Dome Swakopmund. It is outlined in the MoU under section 1.28 *"that an SME Development Trust Fund should be established for the purpose of future sponsorships of entrepreneur factory and elite academy"*.

The BYOB 10 intake will complete the entrepreneurial training on **30 June 2022**. According the latest progress report submitted on **13 December 2021**, these entrepreneurs have started their own businesses with a

N\$100.00 investment provided by the Dome. It is highlighted in the report that so far, the impact made was on the entrepreneurial mind set, where entrepreneurs were trained to change their old way of thinking. Most of the entrepreneurs have developed their businesses up until submitting business plans. The next two quarters left (i.e. January - June 2022), the entrepreneurs will implement their business plan and pitch for potential investors.

Conclusion

The “*Be Your Own Boss*” training programme is still within its second quarter; so far entrepreneurs have been enriched with business development skills. The tangible impact of the training programme is yet to be realised, hence Council will assess the progress upon completion of the programme. Moreover, the onus of building Swakopmund as entrepreneurs HUB of Namibia should not be left to Council alone but will require concerted efforts from other stakeholders. It is thus proposed that the Dome and Council should engage more stakeholders to secure more sponsorship toward the program.

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

RECOMMENDED:

- (a) That the second proposal by The Dome Swakopmund to extend the financial commitment into the Entrepreneurship Factory and invest in the staff development programme be noted.**
 - (b) That Council remains with its previous resolution taken on 30 September 2021 which are:**
 - (i) That the Dome Swakopmund be advised that the Council will assess the progress and impact made upon completion of the “Be Your Own Boss” Entrepreneurship training programme to determine future investment.*
 - (ii) That the Dome Swakopmund be advised to engage other stakeholders to get more partners on board and secure more sponsorship toward the Entrepreneurship Factory.*
 - (iii) That the Dome submits updated progress report on the BYOB entrepreneurs and Para Olympic athlete.*
 - (c) That The Dome Swakopmund be requested to make a presentation, giving feedback on the students and the progress of their businesses and challenges experienced.**
 - (d) That The Dome be informed that the existing MOU between the Council and the Dome already signify the commitment of Council to work together with the Dome.**
 - (e) That Council is ready to support initiatives aimed at attracting and finding investors that will invest in BYOB programme.**
-

ANNEXURE "A" - PROPOSALS

EntrepreneurCo



ENTREPRENEURCO

an Unmatched Authentic Entrepreneur's Training Experience

INTRODUCTION

Training entrepreneurs is no new concept. Introducing a real-life program that is designed to create a pathway with a unique and individualized exit strategy in the form of a new business, that is a challenging entrepreneurial thinking idea. The Authentic Entrepreneurial Training Program follows a value- and person-centered approach which help people to think outside the box about themselves and their futures and the ability to access much more of their real human potential. The program aims to equip and support entrepreneurs to be innovative in their thinking and behavior resulting in authenticity in both business and personal life.

Entrepreneurs are:

- ✓ Problem solvers
- ✓ Risk takers
- ✓ Self-motivated
- ✓ Confident
- ✓ Out of the box thinkers

UNMATCHED AUTHENTIC ENTREPRENEUR TRAINING
PROGRAM

What it is and what it is not!!!

It is not an academic, theoretical content-dumping lecture room experience. It is rather a journey of crossing paradigms and out-of-the-box thinking to establish the authenticity of every individual. We inspire the young entrepreneurial spirit to think outside the parameters of the traditional educational system to allow them to realize their dreams in the world of commerce and business.

“THE PEACE THAT WE FIND IN OUR OWN AUTHENTICITY LEADS US TO APPLY OURSELVES TO OUR GREATEST POTENTIAL”

ENTREPRENEURS OF TODAY

- ✓ They do not just want to work for a paycheck - they want a purpose.
- ✓ They are not pursuing job satisfaction - they are pursuing growth and development.
- ✓ They do not want bosses - they want mentors and coaches.
- ✓ They do not want to fix their weaknesses - they want to develop their strengths.
- ✓ For them, a job is no longer just a job - it is their life, wellbeing and dignity as well. It is an extension of themselves.

ABOUT THE PROGRAM

The program is presented and co-facilitated to simulate the business environment and everything that happen in a business on a day-to-day basis as well as strategically. The program follows a coaching/mentoring approach in all interactions with participants. The goal of the business is to develop and guide entrepreneurs to create business opportunities for themselves and to implement these new business opportunities as part of the individualised exit strategy, thus empowering them to enter "real life" with some resources, skills and a "blueprint" to follow. The outcomes after the first 6 months to be implemented are as follows:

- start your own business
- partner or employee of one of the new businesses
- start working in a learnership/internship
- pursue your career or studies

STRATEGY

The strategy follows a three phased approach where **phase 1** focusses on entrepreneurial thinking, personal evaluation and development as well as business management skills and business ethics. **Phase 2** is about applying entrepreneurial thinking and newly learned skills to create a business opportunity as part of the individualised exit strategy for every entrepreneur. **Phase 3** sees the implementation of said business strategies with the help of the Corporate Finance Team and Mentors group.

An appointed CEO is responsible for the smooth running of the Business Box. The Coach Mentors form an integral part of the program and they are used for the coaching as well as mentorship. The holistic authentically integrated methodology enables Entrepreneurs to develop and improve their thinking processes, in their own unique way, in order to make good decisions.

During the first 6 months, entrepreneurs receive teaching and guidance in various business-like formats coupled with assignments to apply learned skills as part of the day-to-day operations of the box. The weekly sessions are flexible, designed to ensure relevance.

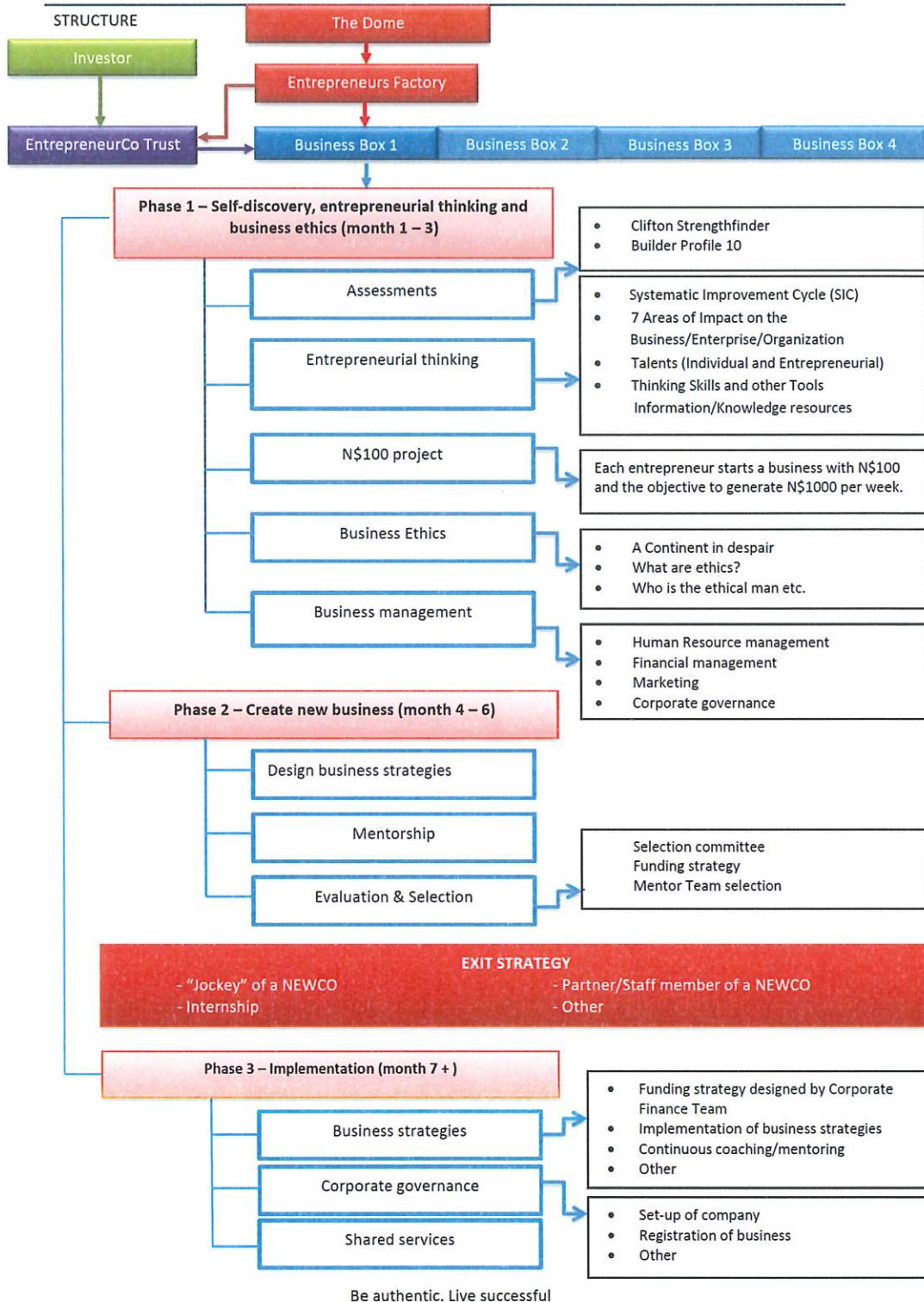
UNMATCHED AUTHENTIC ENTREPRENEUR TRAINING
PROGRAM

A typical week consist of the following sessions:

- ✓ Entrepreneurial thinking/skills /tools
- ✓ Business ethics
- ✓ Business activity - presentations, workshops and meetings such as staff-, shareholders-, directors-, strategy-, disciplinary - etc.
- ✓ White board session - "out of the box" discussions of topics with the aim to challenge understandings.
- ✓ Mentoring & Coaching - to support the entrepreneurs in establishing and further developing the behavioural change necessary to be successful in business and life.

The exit strategy ensures that all participants have a desired career path at the end of the program. The objective is to ensure a smooth transition from a "want to be" to a purpose driven "I am". The focus is to have the entrepreneur ready to do business. This not only includes the mental and emotional readiness, but also the logistical skills and administrative abilities required for the set-up and management of a small business.

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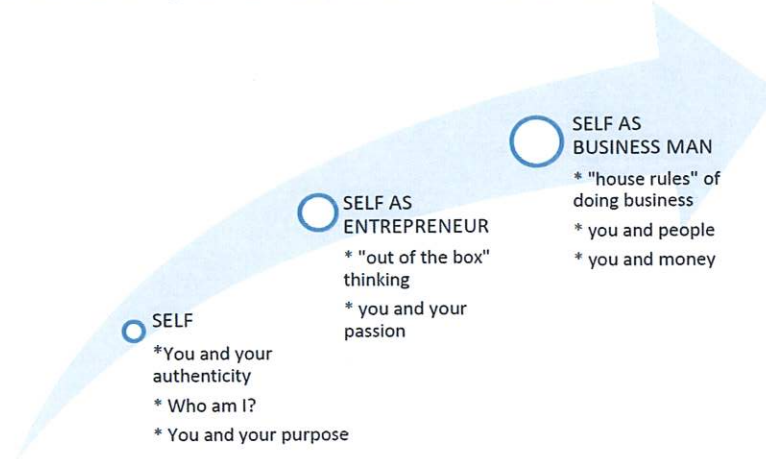
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PROGRAM DESIGN

The program consists of the following elements:

Curriculum

The curriculum will incorporate knowledge and skills and experience and will cover the following elements:



Format of instruction

Entrepreneurs will be facilitated to understand the principles and information on the specific topics to be able to apply it. We do not believe in content dumping and therefore Entrepreneurs will be facilitated through content to establish their own understanding of the content and it remains the entrepreneur's responsibility to understand in their own authentic way. The mentoring approach empowers the Entrepreneurs to achieve the desired outcomes in their authentic way and at their authentic pace.

Instruction will be in the format of work-related meeting (shareholders, directors, staff, strategy etc.), on-line classroom sessions (Zoom), informal discussions or white board sessions, presented by Coach Mentors and/or guest speakers. Time in between scheduled sessions is treated as normal working hours. Weekly group mentoring sessions will be scheduled by the CEO to give support and to establish and further develop the behavioral change necessary to be successful in the business environment.

Evaluations

Clifton Strengthfinder
Builder Profile 10

Methodology

A holistic authentically integrated methodology with multiple dimensions that include:

- ✓ Progressive Thinking Cycle - it forms the basis to facilitate any issue into a solution
- ✓ 7 Areas of Impact on the Business/Enterprise/Organization
- ✓ Talents (Individual and Entrepreneurial)
- ✓ Thinking Skills and other Tools
- ✓ Information/Knowledge resources

Be authentic. Live successful

UNMATCHED AUTHENTIC ENTREPRENEUR TRAINING
PROGRAM

Exit strategy

The program ensures a smooth transition from where you are now and where you want to be as a business owner or partner. The focus is to have the Entrepreneur ready to do business. This not only includes the mental and emotional readiness, but also the logistics and administration involved in the set-up and management of a business.

Mentorship

Mentors are external, business leaders whom are less frequent and not as close. The Mentors are people with an understanding of their own authenticity and a passion to help people discovering theirs, whilst at the same time equipping and supporting them in the application of their newly learned skills. The Mentorship program is about enabling entrepreneurs through coaching and mentoring to respond to tough and good times.

Regular group mentoring sessions are to support the entrepreneurs in establishing and further developing the behavioral change necessary to be successful in life and the world of business. Life Coaching forms part of the Mentorship program.

ENROLLMENT

A maximum of 25 entrepreneurs are enrolled in a "Business Box". The application process is unique to every "Business Box" and is designed in conjunction with the Investor.

DURATION

The duration of the program is 6 months in-house training, followed by a further 6 months implementation phase for newly designed entrepreneur businesses (NEWCO'S).

FINANCIAL REQUIREMENTS

The operational expenses of the Business Box are funded by EntrepreneurCo. Funding for the implementation of NEWCO'S, derived from the funding strategy of every NEWCO, designed by the Corporate Finance Team.

COST

The cost per entrepreneur for phase 1 and phase 2 is N\$ 5,700 per person per month plus a once-off registration fee of N\$ 5,000 per person. The registration fee includes the Clifton Strengthfinder 34 assessment as well as the Builder Profile 10 assessment. An amount of N\$ 930,000 is allowed for Phase 3 to assist in the implementation of NEWCO'S.

DEAL DYNAMICS

- ✓ EntrepreneurCo is a Trust, owned by the EntrepreneurCo
- ✓ The Investor acquires 50% shares in the Trust for an amount of N\$ 1,910,000
- ✓ The amount of N\$ 980,000 goes towards course fees for the first 6 months of the program.
- ✓ The amount of N\$ 930,000 goes towards implementation of NEWCO'S as part of Funding Strategy, drafted by the Corporate Finance Team
- ✓ The EntrepreneurCo, a division of ASS Investments (Pty) Ltd (operating company of The Dome Swakopmund) has an agreement with EntrepreneurCo to manage the Business Box
- ✓ The Dome is home to the EntrepreneurCo
- ✓ EntrepreneurCo holds 50% shares in all new business opportunities and the balance is held by the Entrepreneurs of the respective NEWCO'S. EntrepreneurCo appoints a Corporate Finance Team to draft a funding strategy for every NEWCO

UNMATCHED AUTHENTIC ENTREPRENEUR TRAINING
PROGRAM

ROI FOR INVESTOR

- ✓ Tax benefit (to be investigated)
- ✓ First right of refusal to participate as shareholder or partner or funder in NEWCO's
- ✓ Dominant sponsor's branding on all marketing material
- ✓ Advertising opportunities in and around the Dome
- ✓ Be associated with the entrepreneur's "factory" of Namibia
- ✓ Partner in creating and sustaining an entrepreneurs movement in Namibia
- ✓ Naming rights of Business Box
- ✓ Participation in Corporate Finance Team

*Additional opportunities to be negotiated

These additional opportunities are amongst others; to ensure succession of generation businesses in Swakopmund and other towns, turnaround opportunities of existing businesses etc.

All opportunities that are funded will always be done under the requirement that they need to commit to our weekly coaching/mentoring sessions for the owner/operator of the business as well as the staff.



UNMATCHED POTENTIAL

BE AUTHENTIC. LIVE SUCCESSFUL

November 3, 2021

Unmatched Authentic Entrepreneurial
Performance

Attention: Mr. Claus Goldbeck

Executive Council-Municipality of Swakopmund

PROPOSAL: INDIVIDUAL & ORGANIZATIONAL GUIDANCE TO UNLOCK UNREALISED POTENTIAL

Truly understanding ourselves and gaining trust, peace and inspiration from this understanding allows us to apply ourselves in such a way that we can reach our full potential. Our strength lies not in being someone else's best, but in being our own authentic best. Our approach is entrepreneurially centered, integrated and individualized, therefore the business, its owners and staff is empowered by the mentor/coach to internalize and contextualize the content related to every issue she/he needs to address.

Business and Organizational Improvement through our training and Coaching / Mentoring consist the following:

The Authenticity Mentor / Coach will enable people and teams in their businesses to:

1. To understand their individual and team unique abilities/talents and to intentionally apply themselves Strengths based for optimal performance
2. Understand their unique career journey and how to develop themselves on their career journey to unlock their full potential and know where there best fit in the organization is.
3. Analyse the current business strategy and business model to determine its sustainability and its suitability. Review the strategy and make appropriate amendments in conjunction with the business managers and staff.
4. Analyse the current reality of all areas of the organization for example pricing, customers, suppliers, etc to determine the alignment to the business strategy.
5. Analyse and understand the impact of the various components of the business from the operations, Human Resources, Financial Management, Processes, Policies, procedures, etc and determine the suitability of the current work practices.
6. Develop entrepreneurial thinking to ensure entrepreneurial behaviour that will ensure the organization operate world class.
7. In the event that the current work practices are inadequate then enable the business to improve them by amending existing practices or developing new ones.
8. Identify the risks to the business and establish risk mitigation strategies.

The above items are required to analyze and improve internal focus of the organization and in particular will be required to address the areas below:

- Operation and processes (Operational risks)
- Policies and Procedures (Governance Risk)
- Cashflow management (Cashflow / Liquidity risk)
- Financial and other reporting (Financial Management and Operational Risk)
- Human resource (Operational risks)
- Internal control and process management (Operational and Cashflow Risk)
- All areas of the organization

How do we achieve the above...

Team and Individual Entrepreneurial Growth through our Unmatched Authentic Entrepreneur workshop and subsequent Coaching / Mentoring process consist the following:

The focus is on teams and individuals as the driving force in organizational performance. The pursuit of self-understanding, peace and inspiration allows individuals and teams to reach their greatest potential.

Career Builder:

- Know your unique career description
- Know your best fit in an organization
- Identify and execute your next step in your career and development

Progressive Thinking cycle (Problem solving / Goal Setting process):

- Identify
- Analyse
- Synthesize
- Apply/Implement
- Monitor/Evaluate

The following areas of the business will be addressed during the Training and Mentoring / Coaching:

1. Me, myself and my business
2. Risk Management
3. Legal & Compliance
4. Financial Management
5. Sales, Marketing & Growth
6. Operations Management (Processes & Procedures)
7. Personnel/ HR Management

The above areas are addressed by empowering the leadership and their team to use the following tools and thinking skills:

- Entrepreneurial/Business Builder Profile & Individual CliftonStrengths Assessments
- De Bono
- Thinking Modes
- Behaviour Modes
- Surface & Deep thinking
- Integrated thinking
- Holistic thinking
- Questioning and self-questioning techniques
- Thinking scaffolds
- Rubrics

What are CliftonStrengths and Builder Profile assessments?

These are assessments developed by Gallup in the USA over 40 years' research on people and their behavior from a positive psychology point of view. The assessment is not a personality assessment but an innate ability assessment. Apart from other benefits research has proven that people who focus on and use their strengths, the things they are naturally good at, are happy fulfilled individuals who are almost 6 times more engaged at work than those who don't and therefore more productive and effective. The Builder Profile indicates each individual's talents related to building a business/organization. For more info please go to www.gallup.com

What is Thinking Tools?

Thinking tools is a set of world-class habits of thinking clustered in a unique way to enable users to:

1. Improve their cognitive, emotional and social IQ
2. Learn faster
3. Gain insight and seeing new patterns in day-to-day challenges
4. Gain self-confidence.
5. Gain a higher ROI on money and time spent on all future training

Thinking Tools enable people to:

1. Understand themselves, their talents and skills in new and fresh ways
2. Manage their personal and work life
3. Understand personal and work-related challenges and embrace them with insight
4. Build relationships
5. Gain insight into their job responsibilities
6. Design ways to handle challenges
7. Delegate tasks and empowering others to develop
8. Gain insight in the essentials of the business
9. Promote products
10. Persist in achieving goals

Therefore, using the abovementioned thinking tools and skills in the areas indicated in your life, business, job etc, the Leadership and their Team will be empowered to effectively facilitate their thought processes and decision making in the areas indicated above to build sustainable businesses.

The proposed process to implement the above is as follows:

The approach to implementing the proposed process is top-down, therefore we need to start with the executive and then move down from their as efficiently as possible. Everyone will be facilitated through the same process to ensure that the organization culture is built on the same language to enable authentic entrepreneurial thinking and behaviour, growth, efficiencies and unlocking potential.

- Career Builder:**- 3x weekly One-on-One sessions:**

1. These will be held once a week for 1 hour over a period of 3 weeks. The aim is to continue the mentoring/coaching at the level that add value to the leadership and team.
2. The mentoring/coaching starts by setting an agenda which suits the attendees of the session to determine their unique career description, their best fit in the organization and next practical steps on the career development.
3. The goal during these sessions is to achieve outcomes to issues applying the talents, thinking tools and other dimensions of the methodology effectively in the areas indicated to empower the executives, managers and staff.

and

- Authentic Entrepreneurial performance**- Group sessions:**

1. These will be held once a week for 1.5 consecutive hours over a period of minimum 6 months or longer as requested by yourself. The ideal number of people per group session is not more than 10people (Negotiable).
2. The mentoring/coaching starts by setting an agenda which suits the needs of the individuals in the group.
3. The goal during these sessions is to achieve entrepreneurial learning outcomes applying the talents, thinking tools and other dimensions of the methodology effectively, in all the areas of the organization in order to empower the team and its members as well as to achieve their business goals/objectives.

All sessions can be conducted face to face, via Skype, Zoom or teleconferencing facilities.

Costs:**Once-off costs:**

- | | |
|--|------------------------------|
| - CliftonStrengths 34 and Builder Profile 10 assessments | N\$1,000 excl VAT per person |
| - Thinking Tools | N\$400 excl VAT per person |
| - Career Builder program | N\$2,500 excl VAT per person |

Total once-off cost per person excl VAT

N\$3,900

Monthly cost:

- | | |
|---|----------|
| - Group coaching sessions per person excl VAT | N\$1,800 |
|---|----------|

Once-off costs payable in advance on commencement of the program. Monthly cost will be payable either from 1st of the month or 15th of month depending when program commence.

Please see my message and profile below...

My Message:

The journey to true success is in discovering and applying your own authenticity in all areas of life and your involvement. Every individual was born with their own unique authenticity and it is your God given gift to yourself and the world and can be discovered and expressed by applying the process described if you are committed to discover and develop your authentic way of doing things.

My Story:

My story is built around the fact that I believe God has called me to help others discover and live their own authentic, unmatched, unlimited potential. Always focused on the positive and encouraging others even if things look doom and gloom. Even through my own hardships of losing my dad at a very young age and taking responsibility for my family, too almost losing everything financially after one of my business took a heavy knock and many other challenges that I know is not common to man, I always strived to figure out what God's plan is and what he wants me to do in this circumstances. Leadership positions have always been part and parcel of my life and I believe I was entrusted with leadership positions to make a lasting difference in other people's lives. Life has no meaning if we do not live for something bigger than ourselves and to do good always. Beliefs and values are at the core of my being and are the things I cannot compromise on. These values are: God/Jesus Christ; my wife Chantel and our kids Lilea, Etienne and Joshua; people and God's way of doing and thinking about things. I have come to realize that living life is not about being perfect but living in excellence even if things are not going your way. Being strong, courageous and to persevere are necessary to ultimately reach your goals, happiness and a fulfilled life.

Always play to win, never give up and learn from everything you do and others do and trust God for wisdom and His grace. I have learnt that being blessed with multiple talents and gifts does not make you successful, as failures can still happen but how you think and apply yourself, trusting God alone and doing everything to the best of your abilities will lead to success which will glorify God our Lord and maker. My motto and wish for everyone is in every moment and circumstance to be blessed, to go big and to have fun, therefore BE BLESSED, GO BIG AND HAVE FUN!

See my short personal profile below...

Etienne Raymond – Short Personal Profile

Growing up in Pretoria, attending Afrikaans Hoër Seunskool, I am an alumni of the University of Pretoria and the University of South Africa where I completed my B.Com Accounting Science degree and B.Compt (Hons) Accounting Science degree as well as Certificate in Theory of Accounting, respectively. I am also certified by Gallup Inc. in the USA, as a Gallup Certified Strengths coach worldwide.

I started my career as an auditing clerk and later a manager in the Auditing and Accounting field doing auditing articles with a medium sized auditing firm in Pretoria called Logista Inc. During my articles I dealt with all the disciplines from accounting, auditing, taxation, financial management, advisory as well as statutory matters of clients in various industries and various size businesses. Towards the end of my articles (the last 6 months) I was seconded to SAFCOL (South African Forestry Company – parastatal entity) as Group Financial Manager. This became a permanent position after I completed my articles. Since started my career, I always had a passion for business and helping business owners materialize the potential of their business and to create value they can exit when the time arises. I therefore approached Logista Inc. to start a separate consulting business assisting clients to build and create value in their businesses as well as to facilitate mergers & acquisitions. My clients ranged from listed to unlisted clients. I have since sold my interests in the initial entity and am now performing these services in my personal capacity and other entities. The consulting is performed focusing on business development where the emphasis is to develop the businesses internally as well as externally establishing sustainable and growing businesses through a coaching/mentoring approach. I have extensive experience and expertise in the field of enterprise risk management (real business development as I like to call it) and Mergers & Acquisitions. In terms of M&A I have always followed a hands-on approach assisting by clients through the whole process, from preparing the business for sale till after the take-over period, to ensure that once the deal is concluded it is still a win-win transaction. Therefore, many of my clients have at some point sat across me during these transactions and still make use of my services afterwards. I have been involved in many transactions in various different industries and also various size deals. My focus was always to ensure that soft issues are also addressed during these transactions as I believe they determine if the deal will eventually be successful or not. My experience indicated above has been accumulated over the last 17 years.

I was and still am involved in various entities in various industries as director, shareholder or entrepreneur or a combination of the roles. I have a passion for people and business and my aim in life is to help people and organizations/businesses reach their potential and fulfill their God given purpose.



UNMATCHED POTENTIAL

BE AUTHENTIC. LIVE SUCCESSFUL

November 3, 2021

Youth and Entrepreneur Development -
 Entrepreneurship Program and Community
 Attention: Mr. Claus Goldbeck
 Executive Council-Municipality of Swakopmund

PROPOSAL: YOUTH AND ENTREPRENEUR DEVELOPMENT - INDIVIDUAL & COMMUNITY GUIDANCE TO UNLOCK UNREALISED POTENTIAL

Truly understanding ourselves and gaining trust, peace and inspiration from this understanding allows us to apply ourselves in such a way that we can reach our full potential. Our strength lies not in being someone else's best, but in being our own authentic best.

Our approach is entrepreneurially centered, integrated and individualized, therefore the youth is empowered by the mentor/coach to internalize and contextualize the content related to every issue she/he needs to address.

Pursuant to continue partnering together with yourselves and the Swakopmund business community to create an entrepreneurial community where the youth and adults are developed to understand their unique self, be purposeful and to think entrepreneurially unlocking their full potential.

To kickstart this initiative we proposed to launch a competition called "Be Your Own Boss" to start creating this community. The competition launched will be continued with its phases to initiate each person's development process and enable us to screen entrepreneurs who are ready for tenders, funding etc. while at the same time develop and build a community of authentic, purposeful, entrepreneurial youth and adults. This process is backed up by interventions set out below to ensure that each person has an opportunity to develop themselves and walk their journey individually and collectively.

Through a selection process, students/adults are selected and introduced into the "unmatched potential entrepreneurs training program" at EntrepreneurCo at The Dome in Swakopmund. This process and program is then linked with the Municipality's planned initiatives to empower the youth like maintaining the gardens in town but also other opportunities we can identify or to assist them in funding businesses that are ready for the next step. The process includes starting a business with N\$100 and this used to help each person learn in a practical way to start and run a business in their own unique way. The objective with the N\$100 business is that it should fit the individual or team and they qualify for the next phase as soon as they reach N\$1,000 turnover in one week and are able to repay the N\$100.

Not to lose the attention of the people enquiring and applying for the scholarships, funding etc it is suggested that *bi-weekly workshops* and *Entrepreneurs Community Program* be introduced as the catalyst to create an entrepreneur's community.

An entrepreneurial community has a culture of entrepreneurial thinking and has the benefit of the entire group's thinking. When an entrepreneur's community starts thinking about their thinking on a group level, amazing things happen. It's the best way to cultivate an entrepreneurial mindset and create an entrepreneur's culture. The community will form part of the drive to renew Swakopmund Youth and Adults from the inside out.

1. ENTREPRENEURS HUB

For Swakopmund to continue to be recognized as Entrepreneurial Hub of Namibia, an entrepreneur's community should be created and a culture of entrepreneurial thinking needs to be established and reinforced. Continuous education and tangible interventions should be readily available and implemented.

2. STRATEGY

The strategy implies the creation of an entrepreneur's community with the focus on changing their behavior from "seeking a job" to "creating opportunities". It is an extensive process, therefore the introduction of a two-tier strategy that extends into the scholarship/tender/funding program:

TIER 1 – ENTREPRENEURS COMMUNITY PROGRAM

As part of the process to create the Swakopmund Entrepreneur's Community, the **Entrepreneurs Community Program**, driven by a Digital Communication Platform and Network, will be introduced to communicate information but also to coach and develop each participant. The text notes and/or written material will be used to facilitate the participants to think authentically, developmentally, progressively and entrepreneurially in order to create value and achieve outcomes.

The platform is a single integrated Learning Management and Learning Content Management Solution, allowing for the central verification, management, population of data and reporting.

The goal is to introduce 200 aspirant entrepreneurs into the Entrepreneurs Community as part of phase 1 of this program. This can easily be scaled up as the needs requires.

TIER 2 – ENTREPRENEURS WORKSHOPS

Bi-weekly entrepreneur's workshop will be held at the Swakopmund EntrepreneurCo at The Dome or other locations in town for the participants of the Entrepreneurs Community Program to influence behavior, advice and promote networking.

3. FUNDING PROPOSAL

PROGRAMS	ASPIRANT ENTREPRENEURS	UNIT COST	TOTAL PER MONTH	TOTAL PER ANNUM
✓ Entrepreneurs Community Program	200	N\$150.00	N\$30,000.00	N\$360,000.00
✓ Entrepreneurs' workshops – 2 per month				
TOTAL			N\$30,000	N\$360,000.00

4. BENEFITS FOR SWAKOPMUND

Swakopmund Municipality will be seen as the creators of the entrepreneurial community for the Youth and Adults. The **Entrepreneurs Community Program** will provide a platform for information sharing and advisory service and the **bi-weekly workshops** will create an awareness of what entrepreneurial thinking means and an opportunity to network with fellow entrepreneurs.

5. CONCLUSION

This is a new way to contribute to the fight against COVID-19 and at the same time present the Swakopmund Municipality as the developers of the Youth and Adults. Entrepreneurs are problem solvers, risk takers, "out of the box" thinkers and self-motivators. This is a project based on empowerment and upliftment. Job creation, wealth creation, youth development and hope is what this initiative will bring. The aim is to keep this competition open for people to enter to get into the process and build the entrepreneurial community for the youth and adults.

Following this initial process the Youth and Adults that qualify out of the initial program will progress into our full time program, see the details below.

ENTREPRENEURCo

AN AUTHENTIC ENTREPRENEURIAL TRAINING PROGRAM FOR THE 21ST CENTURY

Training entrepreneurs is no new concept. Introducing a real-life program that is designed to create a pathway with a unique and individualized exit strategy in the form of a new business, that is a challenging entrepreneurial thinking idea. The Authentic Entrepreneurial Training Program follows a value- and person-centered approach which help people to think outside the box about themselves and their futures and the ability to access much more of their real human potential. The program aims to equip and support entrepreneurs to be innovative in their thinking and behavior resulting in authenticity in both business and personal life.

Entrepreneurs are:

- ✓ Problem solvers
- ✓ Risk takers
- ✓ Self-motivated
- ✓ Confident
- ✓ Out of the box thinkers

What it is and what it is not!!!

It is not an academic, theoretical content-dumping lecture room experience. It is rather a journey of crossing paradigms and out-of-the-box thinking to establish the authenticity of every individual. We inspire the young entrepreneurial spirit to think outside the parameters of the traditional educational system to allow them to realize their dreams in the world of commerce and business.

"THE PEACE THAT WE FIND IN OUR OWN AUTHENTICITY LEADS US TO APPLY OURSELVES TO OUR GREATEST POTENTIAL"

ENTREPRENEURS OF TODAY

- ✓ They do not just want to work for a paycheck - they want a purpose.
- ✓ They are not pursuing job satisfaction - they are pursuing growth and development.
- ✓ They do not want bosses - they want mentors and coaches.
- ✓ They do not want to fix their weaknesses - they want to develop their strengths.
- ✓ For them, a job is no longer just a job – it is their life, wellbeing and dignity as well. It is an extension of themselves.

ABOUT THE PROGRAM

The program is presented and co-facilitated to simulate the business environment and everything that happen in a business on a day to day basis as well as strategically. The program follows a coaching/mentoring approach in all interactions with participants. The goal of the business is to develop and guide entrepreneurs to create business opportunities for themselves and to implement these new business opportunities as part of the individualized exit strategy, thus empowering them to enter "real life" with some resources, skills and a "blueprint" to follow. The outcomes after the first 6 months to be implemented are as follows:

- start your own business
- Build/manage a business
- partner or employee of one of the new businesses
- start working in a learnership/internship
- pursue your career or studies

STRATEGY

The strategy follows a three phased approach where **phase 1** focusses on entrepreneurial thinking, personal evaluation and development as well as business management skills and business ethics. **Phase 2** is about applying entrepreneurial thinking and newly learned skills to create a business opportunity as part of the individualised exit strategy for every entrepreneur. **Phase 3** sees the implementation of said business strategies with the help of the Corporate Finance Team and Mentors group.

An appointed CEO is responsible for the smooth running of the Business Box. The Coach Mentors form an integral part of the program and they are used for the coaching as well as mentorship. The holistic authentically integrated methodology enables Entrepreneurs to develop and improve their thinking processes, in their own unique way, in order to make good decisions.

During the first 6 months, entrepreneurs receive teaching and guidance in various business-like formats coupled with assignments to apply learned skills as part of the day-to-day operations of the box. The weekly sessions are flexible, designed to ensure relevance. A typical week consist of the following sessions:

- ✓ Entrepreneurial thinking/skills /tools
- ✓ Business ethics
- ✓ Business activity – presentations, workshops and meetings such as staff-, shareholders-, directors-, strategy-, disciplinary - etc.
- ✓ White board session - "out of the box" discussions of topics with the aim to challenge understandings.
- ✓ Coaching & Mentoring - to support the entrepreneurs in establishing and further developing the behavioural change necessary to be successful in business and life.

The exit strategy ensures that all participants have a desired career path at the end of the program. The objective is to ensure a smooth transition from a "want to be" to a purpose driven "I am". The focus is to have the entrepreneur ready to do business. This not only includes the mental and emotional readiness, but also the logistical skills and administrative abilities required for the set-up and management of a small business.

A detailed layout of the curriculum is attached setting out the above. It is adjusted from time to time to ensure learning remains productive unique to the group and attendees. Outcomes, quality and behavioural change are never compromised.

COST AND FUNDING THE PROGRAM

Swakopmund Municipality or any other organization to sponsor 10 (ten) or more local entrepreneurs as part of the first intake in the EntrepreneurCo following qualification through the initial process as proposed above at the total costs of N\$530,000-00 (five hundred and thirty thousand Namibia dollars) per annum for the financial year of 2021/2022, which calculates to N\$53,000-00 (fifty-three thousand Namibia dollar) per Entrepreneur. The number and timing of when Youth or Adults is allowed into the program as entrepreneur will be discussed and jointly decided upon following the final interview of qualifying youth or adults through the initial process. The aim is to get as many as possible qualifying youth and adult entrepreneurs into this program to assist them to be successful.

ANNEXURE "B"



Project Report

Month: 1 December 2021
 Name: Authentic Entrepreneur Program
 Facilitator: Etienne Raymond

Background

Together with the Swakopmund Municipality the Authentic Entrepreneur Program was launched. Local entrepreneurs were identified and selected to join EntrepreneurCo and therefore successfully enrolled in the Authentic Entrepreneur Program in September 2021.

Project objectives

EntrepreneurCo facilitated the entrepreneurs in growing their entrepreneurial thinking and understanding of entrepreneurship. We assisted them in the creation of new businesses.

Highlightes from last report

- Extend the program to get more people involved. This will assist us in changing the entrepreneurs' thinking and understanding. This will also enable us to facilitate the faster than expected growth seen in some of the entrepreneurs.
- Add the part time entrepreneurs to the EntrepreneurCo online platform which will commence on 1 October 2021.

Project roll-out

The 10 identified entrepreneurs commenced with the Authentic Entrepreneur Program on a full-time basis in September 2021. Throughout the October and November period, EntrepreneurCo identified an additional 5 candidates to start with the full-time program.

Please see attached the updated excel spreadsheet including proof of comments made regarding the entrepreneurs' full-time or part time commitments.

Full-time entrepreneurs

We are proud and pleased to report that all 10 of the original entrepreneurs as well as another 2 new entrepreneurs started their own business during the period. All 12 entrepreneurs already qualified to receive their N\$100 investment of which 3 businesses can already repay their N\$100 investments. Another 3 entrepreneurs started with pitching business ideas to determine a fit with their authenticity and obtaining the N\$100 investment. EntrepreneurCo therefore planned to create 10 businesses but extended this initiative beyond only 10.

Most of the full-time entrepreneurs have developed their businesses up until the next phase where they completed a business plan. These documents also stipulate specific outcomes. All of the entrepreneurs' business plans are due at the end of December. Please have a look at a few of the attached business plans that have been submitted so far.

Part-time entrepreneurs

We successfully launched the Entrepreneur Factory online platform for the part time entrepreneurs in October. We officially started coaching and engaging with the part time entrepreneurs in November.

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We also ensured that the full-time entrepreneurs gained access to the Entrepreneur Factory online platform.

Impact

The impact is way beyond just merely starting business. The entrepreneurs are developing their entrepreneurial mindset as well as level of thinking on a daily basis. This is an ongoing process. We have seen times where the entrepreneurs have defaulted to their old way of thinking but we were delighted to see that they could bounce back and apply their new way of thinking in their own lives and businesses. Thus they are continuously de-learning and re-learning thinking patterns.

The taste of jobs being created through the businesses will lead to a massive impact. The creation of jobs is proof that the businesses are starting to build momentum. We are planning to start scaling and implementing the businesses that are building momentum in January 2022. This process will include getting the business investor-ready. We will also continue developing the business that have not yet gained momentum to get them to the next step of scaling etc.

There are great stories. For example, one entrepreneur, Salvation, lived on the street but through the program started his own business. Through facing his own adversities and personal growth he developed to the extent that he now has his own waste management business. He is already employing at least 4 people living on the street on an ad-hoc basis as and when he receives work requests.

Cathy Kambanda, another entrepreneur, has started businesses from Swakopmund in other town in Namibia. She also employed people living on the street. Through this we can see that we are definitely busy establishing Swakopmund as an entrepreneurial hub from where businesses can be created/started.

Lessons learnt

In this period we focused a lot on the creation of businesses to ensure that these businesses can be investable businesses. We focused on growing the businesses, creating business plans and investment documents. We learnt that this environment stimulates entrepreneurs to create more than the expected. We have learnt that:

- The aim of creating businesses has been achieved.
- The amount of businesses created is 12 and we are building beyond this.
- Some entrepreneurs are creating more than only one business.
- The more people join the program, the more businesses are created.
- More businesses will lead to more jobs being created.

These businesses aren't merely businesses but are starting to have an impact on the immediate community.

What's Next?

The next phase of implementation, scaling and getting the businesses investor ready will start in January 2022. We will also continue to attract and include more people to the program through the new opportunities created by our existing entrepreneurs. These opportunities can be presented to new people in the community on the condition that they join the program.

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**BYOB – SUMMARY
CURRENT STATUS AND NEXT STEP IN PROGRAM**

NAME	PROGRAM	TYPE OF BUSINESS	CURRENT PHASE	NEXT PHASE
Melissa Müller	Full-time program	Music Artist & Agent. RapBattleConversations	Proved the concept. Finalizing Business plan & Investor Document	Implement & Scale Business
Imelda Manga	Part time online program	Chef/Catering business	Started with the Get Started Program. Busy with Activity 1 of first module.	Complete Activity 2 of Module 1. Starting with Module 2.
Cathelyn Kambanda	Full-time program	NGO-GBV, Cleaning Business, Brand Ambassador, Talk Show	Proved the concept. Finalizing Business plan & Investor Document	Implement & Scale Business
Jonas Sheyavali	Full-time program	Social Media Marketing	Implemented Business plan and scaling his business	Growing his business
Mark Jackson	Full-time program	Estate Agent-Coach, Pallet furniture	Proved the concept. Finalizing Business plan & Investor Document	Implement & Scale Business
Jasser Shindimba	Full-time program	Driving School, Truck Transport	Implemented Business plan and scaling his business	Growing his business
Paulina Uusizi	Full-time program	Buying and Selling second hand clothes as well as accessories	Proved the concept. Finalized Business plan & Investor Document	Implement & Scale Business
Silvester Nanyala	Part time online program	Still pursuing new business ideas	Enrolled into the Get Started Program.	Start with Module 1. Complete Module 1.

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Beata Magongo	Part time online program	Currently employed by a restaurant. Still pursuing new business ideas	Started with the Get Started Program. Completed Activity 1 of first module.	Complete Activity 2 of Module 1. Starting with Module 2.
Erna Kaumbi	Part time online program	Traditional Food	Started with the Get Started Program. Busy with Activity 1 of first module.	Complete Activity 2 of Module 1. Starting with Module 2.
Jonas Moses	Full-time program	Bootcamp training	Proved the concept. Finalizing Business plan & Investor Document	Implement & Scale Business
Johanna lita	Full-time program	Clothing Design & Alterations	Proved the concept. Finalized Business plan & Investor Document	Implement & Scale Business
Justina Angula	Part time online program	Laundry business	Started with the Get Started Program. Busy with Activity 1 of first module.	Complete Activity 2 of Module 1. Starting with Module 2.
Salvation	Full-time program	Bin Washing & Waste Management	Proved the concept. Finalizing Business plan & Investor Document	Implement & Scale Business
Desire Harasse	Full-time program	Bakery	Proved the concept. Finalizing Business plan & Investor Document	Implement & Scale Business
Jordan van Niekerk	Full-time program	Sound Engineering	Proved the concept. Finalizing Business plan & Investor	Implement & Scale Business

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			Document	
Keaunu Stuuries	Full-time program	T-shirt design and manufacturing	Proving the concept. Then Business Plan & Investor Documented to be completed	Implement & Scale Business
Bradley Murere	Full-time program	Motivational Speaking Business	Proved the concept. Finalizing Business plan & Investor Document	Implement & Scale Business
Taimi Olvia	Full-time program	Pursuing business in general trade	Started December - Identify Business idea and proof concept	Prove concept, Finalize Business Plan & Investor Document
Sebedeus Tuhafeni	Full-time program	Pursuing business in Arts industry	Started December - Identify Business idea and proof concept	Prove concept, Finalize Business Plan & Investor Document
James Johannes	Full-time program	Pursuing business in Arts industry	Started December - Identify Business idea and proof concept	Prove concept, Finalize Business Plan & Investor Document

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11.1.17 **ALLOCATION OF A KIOSK ON ERF 3701, MONDESA**
(C/M 2022/01/27 - M 3701)

Ordinary Management Committee Meeting of 13 January 2022, Addendum 7.21 page 315 refers.

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

Introduction

This addendum is submitted to Council to consider the lease proposals received for the renting of the kiosk on Erf 3701, Mondesa and allocate to a successful applicant.

Background

Council allocated two (2) business stalls to local youth in an effort to create employment opportunities as well as to encourage entrepreneurship among the target group. The two kiosks are situated on erf 503 Tamariskia and erf 3701 Mondesa. In light thereof Council on **30 May 2013** under item **11.1.31** resolved as follows:

- (a) *That the leasing of kiosks on erven 3701, Mondesa (PDA) and 503 Tamariskia (Tamariskia Play Park) to a local youth / organization in order to create employment be approved.*
- (b) *That the kiosks be rented out at a nominal fee of N\$10.00 per month, considering the care and upkeep role expected from the tenants.*
- (c) *That notices be placed in local newspapers inviting local youth to submit business proposals to lease the two kiosks.*
- (d) *That the lease agreement (on file as Annexure "C") be approved and used for rental purpose for the two kiosks.*
- (e) *That the General Manager: Engineering Services ensures that lighting in the area is improved.*

Subsequently, Council on **28 April 2016** under item **11.1.13** resolved as follows:

- (a) *That the kiosks rental fee be increased to N\$ 287.50 (VAT included) per month in order to be on par with the standard business stall rental fee of the SME Park on Erf 4353, Mondesa*
- (b) *That the cancellation of any lease during this period, the Community Development Services Department be granted permission to invite proposal and that Council be informed before allocations are made*
- (c) *That the lease agreement (on file as Annexure "F") (on file) be applicable.*

Current situation

Due to economic downfall over the past years and the impact of COVID 19, the previous tenant cancelled the contract in 2020 and thus the lease of the kiosk was re-advertised during February 2021 however no proposals were received.

Another notice (**Annexure "A"**) was then placed in the newspapers and on Council's website inviting local youth to submit their development proposals

in respect of the kiosk on Erf 3701 Mondesa. The advertisement which ran from **to 5 November 2021 to 1 December 2021** attracted four (4) proposals from local youth which are as follows:

NO	NAME OF BIDDER	PROPOSED BUSINESS	COMMENT
1.	Edwin Blaauw, 22 yrs, (Annexure "B")	No proposal attached	<ul style="list-style-type: none"> No proposal attached
2.	Festus Shinedima, 29 yrs (Annexure "C")	Tuck Shop, selling snacks and take aways	<ul style="list-style-type: none"> Selling chips and Russian, vet cakes, ice cream, sweets Met all requirements
3.	Elise Ndamanguluka Johannes, 44 yrs (Annexure "D")	Take Away	<ul style="list-style-type: none"> No proposal attached Over the age limit
4.	Saara Tegga Ndjambula, 23 yrs (Annexure "E")	Nail Technician	<ul style="list-style-type: none"> Doing nails and selling import clothing Met all requirements

The conditions in respect of the proposals included the following:

- A detailed business proposal must be submitted. A guiding template is **attached** for ease of reference. (Annexure A)
- The offer is limited to youth groups which are registered with the Swakopmund Municipality

OR

To unemployed local youths residing in Swakopmund. Proof of residence to be attached i.e. voters registration card, declaration from the Namibian Police confirming residence.

- Established Micro and Small Entrepreneurs will not be considered.
- A youth is defined as a person in the age group of 16 - 35.
- Only one proposal will be accepted per person or group.
- The kiosk will be leased for a period of two (2) years at a fee of N\$ 325.45 per month which will escalate by 10% a year.
- The lessee shall be expected to:
 - Clean (rake) the area around the kiosk
 - Clean (rake) the nearby playground
 - See to the cleanliness of the nearby playground
 - Clean the toilets (inside and outside)
 - Control the use of toilets, but does not derive any income from the toilets
- Selling of alcohol beverages or overnighting on the premises not be allowed
- Any offer submitted by any applicant will be irrevocable for a period of 90 (ninety) days from the closing date. Within such period, Council can, in its entire discretion, either accept or reject any offer, or accept any part thereof subject to such conditions as it may set out.
- Any offer, as a condition for its validity to comprise the document supplied by Council and any annexure(s) thereto, which must all be signed or initialed by the applicant (hereinafter referred to as the "offer document").
- The said offer form in order to qualify for consideration by the Municipality Council to be conscientiously and exhaustively completed in all and every detail and Council reserves for itself the right, within its entire discretion, to refuse to consider any offer which while on the face thereof purporting to be an offer form does in fact not in each and every aspect strictly comply in all and every respect, with the requirements as prescribed by Council.
- The applicants name, address and telephone number to be clearly stated.

13. *Proposals to be submitted in the applicants own name or business and not to be transferable*

Discussion

Given the above criteria, Messrs Festus Shinedima and Messrs Saara Tegga Ndjambula met all the requirements however only one applicant can be considered.

Messrs Ndjambula seems to have competitive advantage because of the type of business she wishes to operate. Beauty products including nails are highly in fashion and more likely to perform better in terms of revenue and bringing feet at the park.

There are a number of retail outlets around the Hanganeni Park which already sells groceries and take aways similar to what is proposed by Messrs Shinedima and which also poses a challenge on the sustainability of the kiosk. Experience with former tenants who had to cancel their lease due to tight competition in the area also indicates that there is a need to explore alternative business proposals. It should also be noted that the onus remains with the Youth Desk to promote business diversification as well as innovation among young people.

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

RECOMMENDED:

- (a) **That the lease of the kiosk on Erf 3701 Mondesa be awarded to Messrs Saara Tega Ndjambula for a period of two years starting from January 2022 to January 2024.**
- (i) *That Council's consent is further subject thereto that upon acceptance of the site proposed / approved by Council: Messrs Saara Tegga Ndjambula undertake towards the Municipality of Swakopmund, its Council and / or its officials ("Council"):*
- 1) *to indemnify and to keep indemnified and hold Council harmless against any losses or damages of whatsoever nature which Council may suffer or any claims or actions which may be instituted against Council by virtue of this resolution taken and consent given to Messrs Ndjambula and/or the utilization of the site by Messrs Ndjambula.*
 - 2) *to indemnify and keep indemnified and hold Council harmless against any losses or damages of whatsoever nature which Council may suffer or any claims or actions which may be instituted against Council by virtue of any preceding decision, resolution and/or consent given by Council to Messrs Saara Tegga Ndjambula to conduct business and in particular in respect of the decision, resolution and / or consent given in respect of Business Kiosk on erf 3701, Mondesa.*
- (b) **That Messrs Ndjambula ensures that all health protocols related to COVID-19 pandemic are adhered to.**
- (c) **That the applicant be informed to maintain the facility at all times and restore it to its original state after the given period.**
- (d) **That the kiosk monthly rental fee be N\$325.45 (VAT included) per month which escalate by 10% a year.**
- (e) **That in future such decisions, be delegated to the Chief Executive Officer.**
-



Municipality of Swakopmund

INVITATION FOR BUSINESS PROPOSALS TO LEASE A HAIR SALON AT THE GERMINA SHITALENI MULTIPURPOSE CENTRE, ERF 4348, MONDESA AND A YOUTH KIOSK AT HANGANENI PLAYGROUND, ERF 3701, MONDESA

Description: Business proposals are hereby invited from local businesses to lease a Hair Salon at the Germina Shitaleni Multipurpose Centre, Erf 4348, Mondesa **AND** local Youth to lease a kiosk at Hanganeni playground, Erf 3701, Mondesa

Closing Date: 01 DECEMBER 2021 at 11h00

Documents: Available at the Economic Development office,
Municipal Head Office, Room E1-23, c/o Rakotoka Street & Daniel Kamho Avenue) Swakopmund

Levy: Free of Charge

Enquiries: Ms. RN. Shipunda/ Mr. S Shikesho

Tel: +264-64-410 4612/ 4610

Invitation for business proposals to lease one (1) kiosk at erven 3701 Mondesa

MUNICIPALITY OF SWAKOPMUND

DEPARTMENT OF ECONOMIC DEVELOPMENT SERVICES
(YOUTH DEVELOPMENT SECTION)



NOTICE NO: 74/2021

INVITATION FOR BUSINESS PROPOSALS TO LEASE (ONE) 1
YOUTH KIOSK ON EFR 3701 MONDESA

NAME OF APPLICANT:	Edwin Blaauw
POSTAL ADDRESS:	P.O. Box 6350 Vintera, Swakopmund
BUSINESS ADDRESS:	Mariental, Hardap Region
TELEPHONE:	0816059462
FACSIMILE:	
E-MAIL:	edwinblaauw141@gmail.com

CLOSING DATE: 1 DECEMBER 2021 @11h00

NOTICE NO.: 74/2021

Invitation for business proposals to lease one (1) kiosk at erven 3701 Mondesa

**INVITATIONS FOR BUSINESS PROPOSALS TO LEASE A KIOSK AT ERF
3701 MONDESA**



Municipality of Swakopmund

**INVITATION FOR BUSINESS PROPOSALS TO LEASE A
HAIR SALON AT THE GERMINA SHITALENI
MULTIPURPOSE CENTRE, ERF 4348, MONDESA AND A
YOUTH KIOSK AT HANGANENI PLAYGROUND, ERF
3701, MONDESA**

Description: Business proposals are hereby invited from local businesses to lease a Hair Salon at the Germina Shitaleni Multipurpose Centre, Erf 4348, Mondesa AND local Youth to lease a kiosk at Hanganeni playground, Erf 3701, Mondesa

Closing Date: 01 DECEMBER 2021 at 11h00

Documents: Available at the Economic Development office, Municipal Head Office, Room E1-23, c/o Rakotoka Street & Daniel Kamho Avenue) Swakopmund

Levy: Free of Charge

Enquiries: Ms. RN. Shipunda/ Mr. S Shikesho
Tel: +264-64-410 4612/ 4610
Fax: 0886519135

Proposals in sealed envelopes clearly marked "**BUSINESS PROPOSALS TO LEASE A HAIR SALON AT THE GERMINA SHITALENI MULTIPURPOSE CENTRE, ERF 4348, MONDESA AND A YOUTH KIOSK AT HANGANENI PLAYGROUND, ERF 3701, MONDESA**" and addressed to the General Manager: Economic Development Services Department must be placed in the Quotation box on the Ground floor, Municipal Head Office, c/o Rakotoka Street and Daniel Kamho Avenue, Swakopmund or be posted to the General Manager, Community Development Services Department, P. O. Box 53, Swakopmund.

NOTICE NO: 74/2021

**A BENJAMIN
CHIEF EXECUTIVE OFFICER**

Invitation for business proposals to lease one (1) kiosk at erven 3701 Mondesa

SPECIFICATIONS

1. A detailed business proposal must be submitted. A guiding template is attached. (Annexure A)
2. The offer is limited to youth groups which are registered with the Swakopmund Municipality

OR

To unemployed local youths residing in Swakopmund. Proof of residence shall be attached i.e. voters registration card, declaration from the Namibian Police confirming resident ship.

3. Established Micro and Small Entrepreneurs will not be considered.
4. A youth is defined as a person in the age group 16-35 years
5. Only one proposal will be accepted per person or group.
6. The kiosk will be leased for a period of two (2) years at a fee of N\$ 325.45 per month which will escalate by 10% a year.
7. The LESSEE shall be expected to:
 - Clean (rake) the area around the kiosk
 - Clean (rake) the nearby playground
 - See to the cleanliness of the nearby playground
 - Clean the toilets (inside and outside)
 - Control the use of toilets, but does not derive any income from the use thereof
8. Selling of alcohol beverages or overnighting on the premises will not be allowed
9. The LESSEE must specify his/her trading hours

Invitation for business proposals to lease one (1) kiosk at erven 3701 Mondesa

Annexure A

BUSINESS PROPOSAL FORMAT

1. PERSONAL DETAILS

- Full Name
- Identity No
- Postal Address
- Contact No

2. INFORMATION AND SUMMARY OF BUSINESS

- Business Name
- Owner of the Business
- Type of proposed business
- Registration authority (if any)

3. BUSINESS OPERATIONAL REQUIREMENTS

- E.g. Equipment needed

4. FUTURE PLAN

- E.g. business grows, acquire own space/land and employ more youth

5. CONCLUSION

Invitation for business proposals to lease one (1) kiosk at erven 3701 Mondesa

MUNICIPALITY OF SWAKOPMUND

DEPARTMENT OF ECONOMIC DEVELOPMENT SERVICES
(YOUTH DEVELOPMENT SECTION)



NOTICE NO: 10/2021

INVITATION FOR BUSINESS PROPOSALS TO LEASE (ONE) 1
KIOSK ON EFR 3701 MONDESA

NAME OF APPLICANT:	FESTUS SHINEDIMA
POSTAL ADDRESS:	Pobox 1907, Swakopmund
BUSINESS ADDRESS:	385, Masilo Street, Mondesa
TELEPHONE:	/
FACSIMILE:	
E-MAIL:	festusfisha@gmail.com

CLOSING DATE: 30 MARCH 2021 @11h00

NOTICE NO.: 10/2021

Invitation for business proposals to lease one (1) kiosk at erven 3701 Mondesa

OFFER FORM

Name & Surname of Applicant:

Festus SHINEDIMA

Identity Number:

92112100173

Name of entity (if any) in which the business will operate:

SUNSHINE CUCA SHOP

Represented by:

FESTUS SHINEDIMA

Contact Person:

FESTUS SHINEDIMA

Pobox 1907, Swakopmund festusfisha@gmail.com

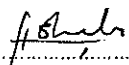
/ /

0814216162

Rental fee offered
N\$ 325.45 p/m

I acknowledge that I fully understand and accept the conditions and criteria applicable to the lease proposal as reflected in this document and further in terms of the Municipal Property Policy, Master Development Plan and Town Planning Scheme.

26-March-2021
Date


Signature

Please attach your detailed proposal hereto.

Proposals clearly marked "Business Proposal to lease kiosks at Erf 3701 Mondesa" must be placed in the Quotation Box on the Ground Floor, Municipal Head Office Building, Swakopmund Municipality, c/o Rakotoka Street and Daniel Kamho Avenue, Swakopmund, on/before 30 MARCH 2021 at 11h00. No late proposals and only proposals on the standard form will be accepted.

FESTUS SHINEDIMA
ID – 92 112100173
P O BOX 1907
Swakopmund
Cell: 0814216162
Email: festusfisha@gmail.com

Att : Municipality of Swakopund
Subject: Proposal to lease Kiosk at Erf 3701 Mondesa

Dear Sir / Madam

I wish to introduce myself. My name is Festus Shinedima. I grew up and lived in Swakopmund all my life. I attended my primary school at Atlantic Junior Secondary School and I went to finish my grade 12 at Swakopmund Secondary School.

I have been operating a small Tuck shop successfully from our house garage for the past 2 years. The business I conduct in the Tuck shop is selling basic household goods and food such as bread , sugar, cool drinks, snacks, toilets , etc.

I have recently saw the Municipality's advertisement of leasing out the Kiosk on Erf 3701 Mondesa, which honestly caught my attention as I have been looking for such an opportunity for a long time.

I am very interested in running business at this Kiosk as it is located at an area where the flow of customers will be larger because it is at a populated surrounding. The type of business I want to do at the Kiosk is operate it as "Snack and Take Away". I want to sell small take away food like Chips and Russian , Vetcakes, and snacks like Biscuits, Ice cream, Chips, Sweets, for children playing in the Park.

And as business goes on I am will start providing and selling items mostly being requested by the people or customers visiting the Kiosk/ Park. The Kiosk will be open from 09h00 in the morning to 19h30. The business will be operating as "SUNSHINE CUCA SHOP". The Kiosk will only be lacking of a " Display Fridge" to be used to cool the cooldrinks for sale, which I can buy later with time as the business continues.

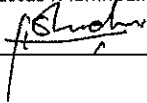
I am respectively willing and proposing to pay "Six months' rent" in advance (N\$ 325.45 × 6 = 1952.70) on the first day of operating the Kiosk, so I can only focus on the setting up and learning what the customers are buying the most and demanding.

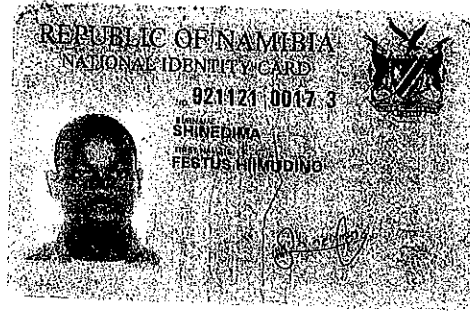
If the business really does well in the months to come's I will employ one person to help out with the business. My goal is to become a successful business person in Mondesa, which will also encourage other youths in my community to follow their dreams. In the future in planning to inquire a bigger space to open a local shop in Mondesa.

I am very passionate to make this business successful, as it will also uplift and make a difference in unemployment within our Mondesa community. I am confident with my business skills, in growing this business into something big that can also employ more.

I hope you consider my business proposal.

Yours Sincerely
Festus H. Shinedima





[Handwritten signature]
P.S. Himvindo

NAMIBIAN POLICE
SWAKOPMUND
25 FEB 2021
CHARGE OFFICE



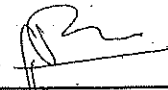
SWORN STATEMENT/AFFIRMED STATEMENT

SURNAME Shinedimo FULLNAME Festus Himuano
 ID. NO. 921121 00173
 SEX M AGE 29 OCCUPATION Self employed
 HOME ADDRESS EA 325, Monito Street CELL/TEL 0814216162
 BUSSINES ADDRESS Self employed CELL/TEL _____
 MY HOME LANGUAGE Ushikombo BUT I DECLARE IN ENGLISH.

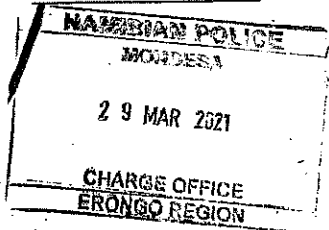
I hereby declare under oath that I am
 permanently residing at EA 325, Monito Street,
Mondesa.


I KNOW AND UNDERSTAND THE CONTENTS OF THIS DECLARATION
 I HAVE NO OBJECTION TO TAKING THE PRESCRIBED OATH
 I CONSIDER THE PRESCRIBED OATH AS BINDING ON MY CONSCIENCE

PLACE Sukoteprend
 DATE 2021-03-29
 TIME 14:34


 SIGNATURE

I CERTIFY THAT THE DEPONENT ACKNOWLEDGE THAT HE/SHE KNOW AND UNDERSTAND THE CONTENT OF THIS
 DECLARATION, WHICH WAS READ THROUGH, SWORN TO AND SIGNED IN MY PRESENCE AT MONDESA ON THIS 29 DAY OF
March 2021 AT ABOUT 14:34




 COMMISSIONER OF OATH
 NAME: Haidika G.
 RANK: CP
 FORCE NO: 00515
 ADDRESS: Mondeksa Street
 TEL: 081-411107

invitation for business proposals to lease one (1) kiosk at erven 3701 Mondesa

MUNICIPALITY OF SWAKOPMUND

DEPARTMENT OF ECONOMIC DEVELOPMENT SERVICES
(YOUTH DEVELOPMENT SECTION)



NOTICE NO: 74/2021

INVITATION FOR BUSINESS PROPOSALS TO LEASE (ONE) 1
YOUTH KIOSK ON EFR 3701 MONDESA

NAME OF APPLICANT:	ELYSE NDAMANGULUKA JOHANNES
POSTAL ADDRESS:	P. O BOX 3452 Nineta, SWAKOPMUND
BUSINESS ADDRESS:	EDDY AND ELY INVESTMENT CC
TELEPHONE:	0812590632
FACSIMILE:	—
E-MAIL:	endamanguluka@gmail.com

CLOSING DATE: 1 DECEMBER 2021 @11h00

NOTICE NO.: 74/2021

Invitation for business proposals to lease one (1) kiosk at erven 3701 Mondesa



MUNICIPALITY OF SWAKOPMUND

CERTIFICATE OF INDEMNITY

I/we ELISE NDAMANGULUKA JOHANNES
in my / our capacity / capacities OPERATING BUSINESS
of KIOSK ON ERF 3701, MONDESA

hereby unconditionally indemnify the **COUNCIL OF THE MUNICIPALITY OF SWAKOPMUND** against all and any claims in respect of damage to property and / bodily injury to / loss of life of people that may arise from the utilization of the municipal property during the use of municipal facilities, by myself or any participants or people making use of any commodities which are linked to this public area:

- **BUSINESS KIOSK ON ERF 3701, MONDESA**

THUS signed at SWAKOPMUND this 30..... day of NOVEMBER
2021.

AS WITNESSES

1. Romanus Luukongo
2. Jairus L. Shipindo ELISE N. JOHANNES
LESSEE

REPUBLIC OF NAMIBIA
CLOSE CORPORATIONS ACT, 1988
(Sections 12, 13, 14, 24, 27, 29, 47 and 60)
(Regulations 2, 3 and 13)

Client

Founding Statement

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

REGISTRATION NUMBER OF CORPORATION <u>2014/11227</u>	DATE OF REGISTRATION <u>14-01-2014</u>
---	---

Full name of corporation EDDY AND ELLY INVESTMENT CC

Literal translation of (if applicable) N/A

Shortened form of name (if applicable) N/A

Description of principal business CATERING AND DECORATION; SALON; PARTITION; TAXATION
CONSULTANT AND FINANCIAL ADVISOR.

Date of end of financial year END OF OCTOMBER EACH YEAR

Postal address P.O.BOX 63343, WANAHENDA; WINDHOEK, NAMIBIA

Address of registered office(not post office box) ERF 386 AUDREY STREET, GREENWELL MATONGO,
WINDHOEK, NAMIBIA

Name and address of accounting officer K. MUCHOCHOMA
P O BOX 55358, ROCKY CREST; WINDHOEK, NAMIBIA

(Attach written consent to appointment)

Full name of association or body of which accounting officer is a member SOUTH AFRICAN INSTITUTE OF
BUSINESS ACCOUNTANTS

Membership/Practice No. SAIBR 2082

NOTES

1. Form CC 1 must be written in block capitals or be typewritten, lithographed or printed in legible characters with permanent black ink, and lodged in triplicate.
 2. Where a person signs on behalf of a member, a power of attorney must be attached.
 3. Minor children and other persons under legal disability must be assisted by their parents, guardians or representa as the case may be, and the capacity must be stated.
 4. If no identity document has been issued, a written statement to this effect must be attached.
 5. Form CC 1 which does not comply with the requirements of the Act, regulations or these notes, will be rejected.
 6. Particulars to be furnished under the heading "MEMBERS"
 - (a) Full names and surname. (if juristic person, mention name and capacity and if trustee, also mention name an particulars of testamentary trust)
 - (b) Identity number ((i) if no identity document has been issued, state date of birth and see par. 4 above.) ((ii) If juristic person, mention registration number)
 - (c) Size of interest expressed as a percentage
 - (d) Particulars of interest and fair value thereof
 - (e) Residential address
 - (f) Postal address
 - (g) Signature of member or representative (where applicable)
-

NAME OF CORPORATION EDDY AND ELLY INVESTMENT CC

REGISTRATION NUMBER

C. 201411227

PART C

MEMBERS (TWO)Full names and surname ELISE NDAMANGULUKA JOHANNES

		Year	Month	Day																
Identity number or date of birth	(i)	7	7	0	4	0	2	0	0	4	1	4								
Registration number	(ii)																			

Percentage of interest 50%Particulars of contribution N\$ 50.00Residential address ERF 848 MAHARERO STREET, EPAKO, GOBABIS, NAMIBIA.Postal address P.O. BOX 1360, GOBABIS, NAMIBIA

Signature of member or representative

JohannesFull names and surname ELIFAS NGHINDIPOHAMBAMBA NAKALE

		Year	Month	Day																
Identity number or date of birth	(i)	7	6	0	3	2	5	0	0	3	7	3								
Registration number	(ii)																			

Percentage of interest 50%Particulars of contribution N\$ 50.00Residential address ERF 386 AUDREY STREET, GREENWELL MATONGO, WINDHOEK, NAMIBIAPostal address P. O BOX 63343, WANAHENDA, WINDHOEK.

Signature of member or representative

Elifas Nakale

Witness Signature

E. EllyDate of signature 01 OCTOBER 2014Full names ESTHER NDATULUMUKWA KALWENYAResidential address FLAT NO.13, HORNBILL ESTATE; LONG ISLAND STREET; ROCKY CREST; WINDHOEK; NAMIBIA.Business address CITY CENTRE BUILDING, CITY CENTRE, SECOND FLOOR, WINDHOEK; NAMIBIA.Postal address P.O. BOX 26168, WINDHOEK; NAMIBIA.

NAME OF CORPORATION EDDY AND ELLY INVESTMENT CC

REGISTRATION NUMBER	(C) 01411227
---------------------	--------------

PART C

MEMBERS _____

Full names and surname _____

		Year	Month	Day										
Identity number or date of birth	(i)													
Registration number	(ii)													

Percentage of interest _____

Particulars of contribution _____

Residential address _____

Postal address _____

Signature of member or representative _____

Full names and surname _____

		Year	Month	Day										
Identity number or date of birth	(i)													
Registration number	(ii)													

Percentage of interest _____

Particulars of contribution _____

Residential address _____

Postal address _____

Signature of member or representative _____

Witness Signature _____ Date of signature _____

Full names _____

Residential address _____

Business address _____

Postal address _____

NAME OF CORPORATION EDDY AND ELLY INVESTMENT CC

REGISTRATION NUMBER	CC	01411227
---------------------	----	----------

PART C

MEMBERS

Full names and surname _____

		Year	Month	Day										
Identity number or date of birth	(i)													
Registration number	(ii)													

Percentage of interest _____

Particulars of contribution _____

Residential address _____

Postal address _____

Signature of member or representative _____

Full names and surname _____

		Year	Month	Day										
Identity number or date of birth	(i)													
Registration number	(ii)													

Percentage of interest _____

Particulars of contribution _____

Residential address _____

Postal address _____

Signature of member or representative _____

Witness Signature _____ Date of signature _____

Full names _____

Residential address _____

Business address _____

Postal address _____

NAME OF CORPORATION EDDY AND ELLY INVESTMENT CC

REGISTRATION NUMBER	CC	201411227
---------------------	----	-----------

PART C

MEMBERS _____

Full names and surname _____

		Year	Month	Day										
Identity number or date of birth	(i)													
Registration number	(ii)													

Percentage of interest _____

Particulars of contribution _____

Residential address _____

Postal address _____

Signature of member or representative _____

Full names and surname _____

		Year	Month	Day										
Identity number or date of birth	(i)													
Registration number	(ii)													

Percentage of interest _____

Particulars of contribution _____

Residential address _____

Postal address _____

Signature of member or representative _____

Witness Signature _____ Date of signature _____

Full names _____

Residential address _____

Business address _____

Postal address _____

NAME OF CORPORATION EDDY AND ELLY INVESTMENT CC

REGISTRATION NUMBER CC 201411227

PART C

MEMBERS

Full names and surname _____

		Year	Month	Day									
Identity number or date of birth	(i)												
Registration number	(ii)												

Percentage of interest _____

Particulars of contribution _____

Residential address _____

Postal address _____

Signature of member or representative _____

Full names and surname _____

		Year	Month	Day									
Identity number or date of birth	(i)												
Registration number	(ii)												

Percentage of interest _____

Particulars of contribution _____

Residential address _____

Postal address _____

Signature of member or representative _____

Witness Signature _____

Date of signature _____

Full names _____

Residential address _____

Business address _____

Postal address _____

REPUBLIC OF NAMIBIA
CLOSE CORPORATIONS ACT, 1988
(Section 13, 14, 27 and 60)
(Regulations 3, 10 and 13)

(To be lodged in triplicate together with the Founding Statement)

Certificate of Incorporation

REGISTRATION NUMBER OF CORPORATION	
CC /	01411227

This is to certify that the Founding Statement (CC 1) of
EDDY AND ELLY INVESTMENT CC

Has been registered and the above-named close corporation was this day incorporated in terms of the Close Corporation Act 1988

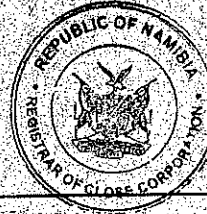
* The above-named corporation has been converted from a company:

(Reg. No.

Signed at Windhoek this 07 day of October

Two Thousand and fourteen

REGISTRAR OF CLOSE CORPORATIONS
* (Delete if not applicable)




500-92-14

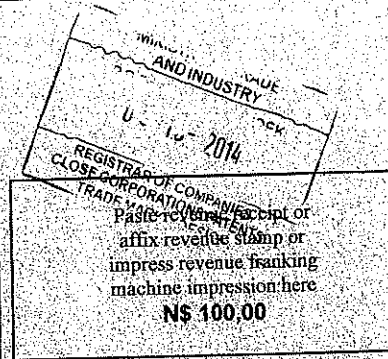
NAME OF CORPORATION EDDY AND ELLY INVESTMENT CC

REGISTRATION NUMBER	CE 201411227
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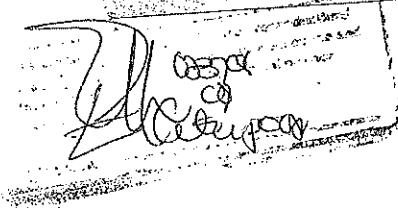
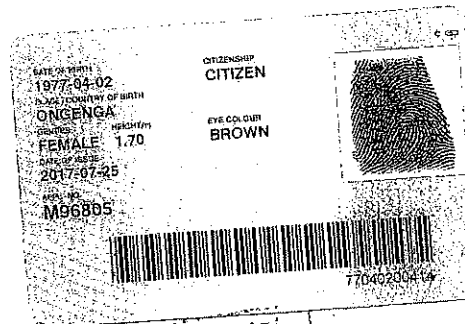
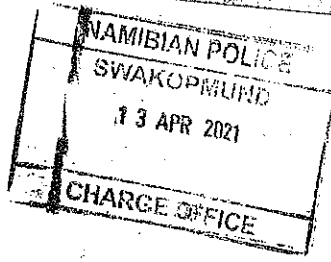
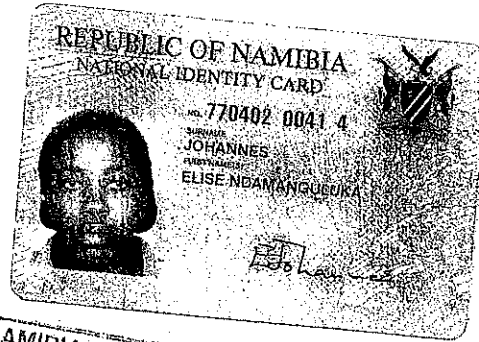
The above-named corporation has been converted from company:

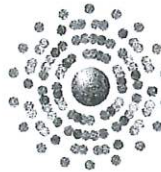
Reg. No. _____

FOR OFFICE USE	
Founding Statement registered	
 Registrar of Close Corporations	
07/10/2014 Date	
Data Processing	_____
Classification	_____
Recorded	_____
Initials and date	_____



2014-12-14



ANNEXURE "E"

Tangeni & Ya Tolvo
Investments cc

REF: TTI /SWKOP-M/Youth Kiosk Lease -112021

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

Date: 29 November 2021

Dear Mr. Benjamin,

**BUSINESS PROPOSALS TO LEASE A YOUTH KIOSK AT HANGANENI PLAYGROUND, ERF 3701,
MONDESA**

I, the undersign Saara Tegga NDJAMBULA with Identity number 98010900419. I am writing this letter to show my interest to lease the kiosk at Hanganeni.

Allow me to provide a short brief about myself. Firstly, I am a 23 year old lady, who has been unemployed for the past 4 months. For the past 2 years I have been working at Italian Gabrielles Pizzeria as a waitress and pasta chef. But do to COVID-19, the company had to retrench some people as it could not afford everyone due to finances, and it was fortunate that I was one of them.

Since I have been out of school for the past 4 years, it made me to be business minded. I am a nail technician and I have been in the nail business for 1 year 8 months now, and I must say I love it, because I loved doing nails from a very young age. I love the fact that I get to meet different faces every day and i get to know all of them. Being a nail technician has taught me a lot of things : being patient, being humble and just to love and accept everyone you meet and treat everyone the same, but the most important it has taught me to be very creative. You cannot be a nail technician and you are not creative, because it requires you to design and to draw which is simply art.

I have a good understanding of business operations. Firstly, I am very good at numbers and secondly, I am good at sales.

I also have a mobile and online boutique where I order and sell things from China, which include men/women clothing, kids clothing, all types of shoes, different handbags and any many more.

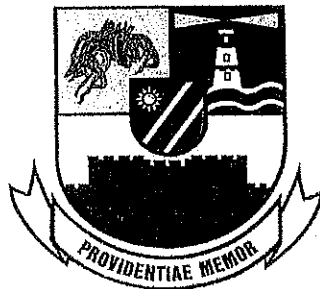
In conclusion, I am the right candidate for this proposal.

Applicant:

Invitation for business proposals to lease one (1) kiosk at erven 3701 Mondesa

MUNICIPALITY OF SWAKOPMUND

DEPARTMENT OF ECONOMIC DEVELOPMENT SERVICES
(YOUTH DEVELOPMENT SECTION)



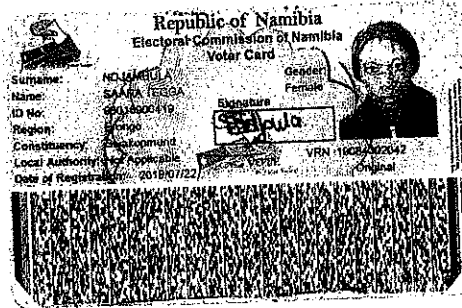
NOTICE NO: 74/2021

INVITATION FOR BUSINESS PROPOSALS TO LEASE (ONE) 1
YOUTH KIOSK ON EFR 3701 MONDESA

NAME OF APPLICANT:	Saara Tegga Ndjambula
POSTAL ADDRESS:	P.O. Box 3787 Vineta Swakopund
BUSINESS ADDRESS:	N/A
TELEPHONE:	+264 81 7553355
FACSIMILE:	/
E-MAIL:	ambassadeurpaul@icloud.com

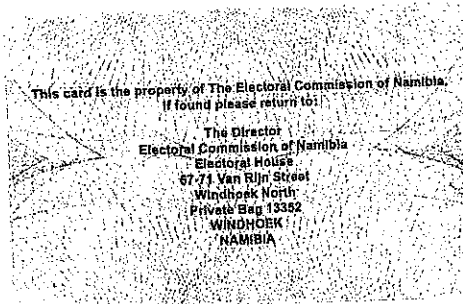
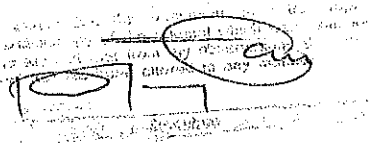
CLOSING DATE: 1 DECEMBER 2021 @11h00

NOTICE NO.: 74/2021



2021-11-30

CHARGE KEPT



SWORN STATEMENT/AFFIRMED STATEMENT

SURNAME Ndjambula FULLNAME Saara Tegga
 ID NO 9.8010900419
 SEX female AGE 23 years OCCUPATION unemployed
 HOME ADDRESS H/WO:1211 Mahetago CELL/TEL 0817555355
 BUSSINES ADDRESS N/A CELL/TELL N/A
 MY HOME LANGUAGE Shwambo BUT I DECLARE IN ENGLISH.

I, Ndjambula Saara Tegga do hereby declare under oath that I am residing at house no: 1211 Mumbuy ya shilo on street Mahetago location. That is all I have to declare.

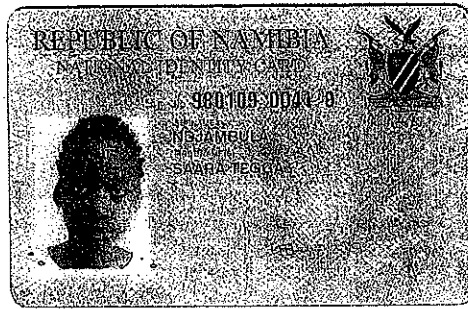
I KNOW AND UNDERSTAND THE CONTENTS OF THIS DECLARATION
 I HAVE NO OBJECTION TO TAKING THE PRESCRIBED OATH
 I CONSIDER THE PRESCRIBED OATH AS BINDING ON MY CONSCIENCE

PLACE Mondesa
 DATE 30.11.2021
 TIME 17h00

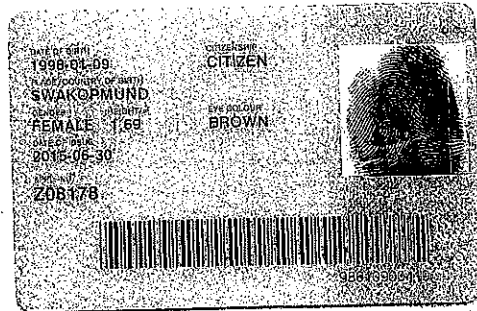
[Signature]
 SIGNATURE

I CERTIFY THAT THE DEPONENT ACKNOWLEDGE THAT HE/SHE KNOW AND UNDERSTAND THE CONTENT OF THIS DECLARATION, WHICH WAS READ THROUGH, SWORN TO AND SIGNED IN MY PRESENCE AT MONDESA ON THIS 30 DAY OF 11 20 21 AT ABOUT 17h00

[Signature]
 COMMISSIONER OF OATH
 NAME: Rambuda Bonfatus
 RANK: Constable
 FORCE NO: 021841
 ADDRESS: Mondesa
 TEL: 064-415057



NAMIBIAN POLICE
MONDESA
2018-09-13
CHARGE OFFICE



Handwritten signature and illegible text on a small piece of paper.

11.1.18 **CANCELLATION TO TRANSFER ERF 2423, MATUTURA, EXTENSION 11**
(C/M 2022/01/27 - 14/2/1/2; E 2423 M)

Ordinary Management Committee Meeting of 13 January 2022, Addendum 7.22 page 346 refers.

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

1. **INTRODUCTION**

This submission serves to inform Council to consider cancelling the transfer of Erf 2423, Matutura, Extension 11 to Mr Silas Shilongo and Mrs Ester Shilongo.

2. **BACKGROUND**

Mr & Mrs Shilongo entered into a conditional Mass Housing agreement with National Housing Enterprise, which was signed by NHE and the beneficiaries on **03 April 2018** attached as **Annexure "A"**. On **22 March 2019** National Housing Enterprise wrote a letter to Kamuhanga Hoveka law firm to register a first bond for the property, attached as **Annexure "B"**.

3. **CURRENT SITUATION**

Messrs Kinghorn Associates made an investigation of the matter and informed Council in the letter dated **14 September 2020** attached as **Annexure "C"**. During the consultation, Mr Shilongo informed them that he is already the owner of Erf No. 1066 Okahao, upon which Kinghorn Associates confirmed this registration through a deeds search. The deeds search further indicated that Mr Shilongo is also the owner of an additional property, namely Erf No. 1448 Goreangab, Windhoek.

As such, Kinghorn Associates wrote to Council suggesting that Council considers or weighs the merits of Mr Shilongo's transaction and provide them with further instructions as to whether they should proceed with the transfer of the property or not.

Messrs Kinghorn Associates further outlined their findings in the letter dated **14 September 2020 attached as Annexure "C"**, that the allocation criteria set out by Government for the Mass Housing Development Program, is that both the beneficiary and his/her spouse who acquires a property under the scheme, must be a *"first-time home-owner."*

According to clause 6.5.3 of the approved standard tri-partite conditional donation agreement, the term 'first-time home-owner' is defined as:

“a “first-time home-owner” means that, as at the date of the Beneficiary signing this agreement and never before, neither the Beneficiary nor his/her spouse owns or has owned or is within the immediate future by voluntary act likely to own any immovable property or any share therein, situated anywhere in Namibia...”

By virtue of this definition, Mr Shilongo’s status as a home owner, conflicts with the pre-requisite definition of a first-time home-owner provided for in clause 6.5.3 of the tri-party donation agreement which was approved by Council and NHE.

As such, Kinghorn Associates requires a definite and clear instruction from Council as to whether or not to proceed with the transfer, regardless of Mr Shilongo’s disqualification as a first-time home-owner.

4. DISCUSSION

As explained in the letter dated **14 September 2020 Annexure “C”** from Kinghorn Associates, Mr Silas Shilongo and Ms Ester Shilongo own two erven in Okahao and Goreangab, Windhoek respectively. This matter is brought to the attention of Council to decide on whether to allow for the transfer of property to proceed or not.

5. PROPOSAL

It is proposed that Council cancel the transfer of the property, namely Erf 2423, Matutura, Ext. 11, as Mr and Mrs Shilongo do not meet the criteria of *“first-time home-owners.”*

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

RECOMMENDED:

That Council cancel the transfer of the property, Erf 2423, Matutura, Ext 11 to Mr and Mrs Shilongo on the basis that they are the lawful owners of Erf 1066, Okahao and Erf 1448, Goreangab, which is in contradiction with clause 6.5.3 of the tri-partite donation agreement.

MASS HOUSING

Home Loan Sales Agreement

entered into by and between

NATIONAL HOUSING ENTERPRISE
(Constituted under Act 5 of 1993)
7 General Murtala Muhammed Avenue, Eros
P.O.Box 20192
Windhoek
Tel: +264-61-292 7111
Fax: +264-61-222 301

(Herein represented by **Karl Schroeder** in his capacity as **Regional Manager, West** and duly authorized thereto)



(Herein referred to as the **SELLER**)

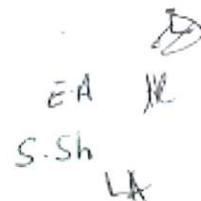
AND

PURCHASER: SILAS SHILONGO & ESTER AMUNYELA
IDENTITY NUMBER: 750906 1005 3 & 770714 1034 8

PO BOX 5168
SWAKOPMUND

TEL NO: +264-
CEL NO: +264-81-2339933

MARITAL STATUS: MARRIED
(Herein referred to as the **PURCHASER**)


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S.Sh
LA

On the other hand

(Hereinafter jointly referred to as "the Parties")

Should the Purchaser be:

- (a) a **Juristic Person**, it will be necessary –
- (i) to furnish the full names and official capacity and resolution by the Board of the designating the **person** authorized to execute this Agreement on behalf of such **Juristic person**.
 - (ii) in event of any other **Juristic Person** than a registered company, a certified copy of the constitutive documents of such **juristic person**
- (b) a **NATURAL PERSON**, the full names and date of birth must be furnished, and if a **FEMALE**, her marital status and previous surname if any.

WHEREAS:

- 1) The **SELLER** is the rightful owner of Improved dwelling on **ERF 2423 Matutura Swakopmund**.
- 2) **SELLER** is desirous to sell the said improved dwelling on **ERF 2423 Matutura Swakopmund** to the **PURCHASER**, on the terms and conditions set out underneath;
- 3) **PURCHASER** is desirous to purchase the said dwelling on **ERF 2423 Matutura Swakopmund** from the **SELLER**, on the terms and conditions set out underneath

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S.Sh
LA

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

The Seller hereby sells to the Purchaser who hereby purchases:

1. DESCRIPTION OF PROPERTIES:

Erf: 2423

MEASURING : m²

HELD BY : The MUNICIPALITY OF SWAKOPMUND, which by virtue of a Deed of Donation, it has, or will donate to the Purchaser of the property on erf 2423

THE PROPERTY/ Plot : ERF 2423 Matutura Swakopmund

SITUATED in the MUNICIPALITY OF SWAKOPMUND

REGISTRATION DIVISION : "G"

SUBJECT : To the conditions therein contained

2. SALE:

The SELLER hereby sells the PROPERTY as described in Paragraph 1 to the PURCHASER who hereby purchases same. This sale is subject to all the conditions and servitudes mentioned or referred to in the current or prior Title Deeds of the said PROPERTY, and to all such other conditions and servitudes which may exist in regard hereto, whether imposed by the Local Authority (i.e. the Town Planning Scheme) or any other person or body, whomsoever, upon the terms and conditions set out in this Agreement.

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3 PURCHASE PRICE

Purchase Price for the PROPERTY is the amount of **N\$225 000.00 (TWO HUNDRED AND TWENTY FIVE THOUSAND NAMIBIAN DOLLARS)** and shall be paid cash should the PROPERTY be financed by another financial institution other than the SELLER which price includes all the transfer fees on the date of transfer by the seller free of exchange upon registration of the said property into the name of the Purchaser. Where the PROPERTY herein sold is financed by the NHE, the PURCHASER shall be subjected to a mortgage bond in favour of SELLER which mortgage bond shall simultaneously be registered with the transfer of the Erf to the PURCHASER through a Deed of Donation.

PARTIES agree that where SELLER finances the PROPERTY, NHE shall build into the monthly installments, interest applicable on the loan and premiums for insurance purposes. The monthly installment applicable on the PROPERTY shall be **N\$1 761.98 (One Thousand Seven Hundred and Sixty One Namibian Dollar Ninety Eight Cents)** calculated at **6% (Six Percent)** rate of interest per month, plus **N\$403.43 (Four Hundred and Three Namibian Dollar Forty Three Cents)** for home owner's Insurance and Bond Insurance Policy bringing the total monthly installment for the time being at **N\$2 165.41 (Two Thousand One Hundred and Sixty Five Namibian Dollar Forty One Cents)**.

Where applicable, installments payable shall be adjusted from time to time with regard to changing interest rates or inflation. Any market related adjustments may automatically be applied without prior communication to the PURCHASER.

PARTIES further agree that bond and transfer costs, if any, applicable on the transfer by way of Donation and Bond registration of the Improved dwelling shall be added to the total loan amount herein applicable.

4 POSSESSION DATE

Possession of the Dwelling shall be given to the PURCHASER and the PURCHASER shall be obliged to take possession thereof, on the date of a simultaneous transfer and Bond Registration of the said purchase into the name of the PURCHASER from which date the PURCHASER shall be liable for all municipal rates and taxes and/or fees payable on the PROPERTY, and from which date the PROPERTY shall be the sole risk of the PURCHASER. Where a Dwelling is financed by SELLER in terms of a mortgage agreement as contemplated in Clause 3 and more fully set out below, the SELLER shall be required to commence with installment payments in repayment of the Mortgage Bond in addition to all other payment obligations provided for in this Clause 4.

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4.1 MORTGAGE BOND

Notwithstanding anything that may appear contrary in this Agreement, the PURCHASER shall only be entitled to take transfer of the PROPERTY and against simultaneous registration of a first Mortgage Bond over the improved PROPERTY in favour of the SELLER for the outstanding amount at the time and interest in terms of this Agreement. It is hereby agreed that a Mortgage Bond shall become necessary only where the SELLER finances the PROPERTY sold under this Agreement.

Should the SELLER have made any payment which legally the PURCHASER would have been liable to pay, whether before or after taking up possession, he shall be entitled to a refund thereof pro rata to the period of prepayment.

5. VOETSTOOTS

- 5.1 The improvements on the PROPERTY are sold voetstoots and the SELLER shall not be liable for any defects, patent, latent or otherwise in the PROPERTY nor for any damage occasioned to or suffered by the PURCHASER by reason of such defect. The Purchaser admits having inspected the PROPERTY to his satisfaction and that no guarantees or warranties of any nature were made by the SELLER or his agent regarding the condition or quality of the PROPERTY.
- 5.2 The PURCHASER herewith expressly acknowledges that no guarantee, representations or undertakings were given or made to him in respect of any attributes of the PROPERTY.

6. SANITATION, WATER AND ELECTRICITY

The Purchaser shall be liable for the payment of the basic tariff for sanitation services, basic tariff for water, electricity services and refuse removal, as from the date of transfer and simultaneous Bond registration. The Seller shall be liable to settle the account in full for the rates and taxes charges on the PROPERTY and improvements.

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7. CANCELLATION

a Should the PURCHASER, fail to pay the full purchase price referred to in Clause 3, or fail to furnish acceptable guarantee to the SELLER, immediately upon registration of the Improved Property, into his or her name, where the IMPROVED PROPERTY is financed by another financial institution other than the SELLER, the SELLER shall without prejudice and with reservation of its all other rights at law be entitled forthwith, to cancel this Agreement and immediately demand that the PURCHASER vacate the IMPROVED PROPERTY within seven days (7) days after being issued with a written notice to vacate. The SELLER shall not incur any liability to the PURCHASER as a result of it having cancelled this Agreement on good cause and in good faith, or at the instance of the PURCHASER's non-performance in accordance with this Agreement.

7.1 Upon the expiration of such notice the PURCHASER shall immediately vacate the IMPROVED PROPERTY and give the SELLER peaceful and legal possession thereof, and the SELLER shall be entitled to alienate the IMPROVED PROPERTY and DONATED PLOT to a third party.

7.2 The SELLER shall furthermore be entitled to claim a penalty amount (whichever might be the highest) from the PURCHASER, which may be at the option of the SELLER -

7.2.1 The SELLER shall retain all such sums of money as the PURCHASER may have paid under this Agreement as a consideration for the payment of the purchase price or interest on it where legally such payments are refundable.

Provided further that the SELLER hereby reserves the right to claim damages from the PURCHASER

8. INDULGENCES

No indulgence granted by a party shall constitute a waiver of any of that party's rights under this agreement; accordingly, that party shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

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9. VARIATION AND CANCELLATION

No agreement varying, adding to, deleting from or canceling this agreement, and no waiver whether specifically, implicitly or by conduct of any right to enforce any term of this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties. The parties agree that this Deed of Sale constitutes the entire contract between them and that there are no other conditions, stipulations, warranties or representations whatsoever made, other than such as may be included herein and signed by the parties hereto.

10. TRANSFER AND COSTS:

It being the SELLER'S prerogative to do so, the SELLER will appoint a conveyancer or conveyancers to carry out all conveyancing work in connection with the transfer of the IMPROVED PROPERTY to the PURCHASER. The SELLER shall pay transfer duty, stamp duty and all expenses of transfer, including Conveyancer's charges, and Bond fees, where applicable.

Transfer shall be effected as soon as possible after all required documents have been signed by the PURCHASER and the PURCHASER having satisfied the SELLER's Conveyancers that the full purchase price is on call for the SELLER'S benefit.

11 REVERSIONARY RIGHT

PARTIES agree that the PURCHASER, PURCHASER'S HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS shall not sell, or dispose the PROPERTY herein sold, to any person within a period of TEN (10) years calculated from the date of purchase, which period includes weekends and public holidays. Should the PURCHASER, PURCHASER'S HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS intend or wish to sell or dispose the PROPERTY, the NHE shall then buy back the PROPERTY from the PURCHASER, PURCHASER'S EXECUTORS, ADMINISTRATORS OR ASSIGNS at a market related price.

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12. DOMICILIUM

12.1 All notices intended for the Purchaser shall be sent by registered mail to:

**ERF 2423 Matutura Swakopmund
PO BOX 5168
SWAKOPMUND**

which address is selected as the *domicilium citandi et executandi* and any such notices shall be deemed to have been duly delivered to the Purchaser 5 (FIVE) days from date of posting thereof by the SELLER or his agent.

12.2 The SELLER chooses *domicilium citandi et executandi* for any action which may flow from this Agreement at:

**7 General Murtala Muhammed Avenue, Eros
Tel: +264-61-292 7111
Fax: +264-61-222 301**

or at any other address of which the SELLER shall from time to time inform the PURCHASER in writing. The SELLER further agrees that a registered letter posted to **P O BOX 20192, WINDHOEK** shall be deemed to have been received by the addressee within 5 (FIVE) days from the date on which it was posted

EA
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13 JURISDICTION

13.1. For the purpose of resolving any dispute, which may exist or occur between the parties such disputes may be instituted either in the High Court of Namibia or the Magistrate's Court whichever has jurisdiction in regard to the dispute, being a court otherwise competent and with jurisdiction over the person of the parties in that each of them either resides, carries on business, or is employed within its area of jurisdiction.

SIGNED at WALVIS BAY on this 03 day of April 2018

Witnesses:

1. [Signature]
2. [Signature]
(Signatures of witnesses)

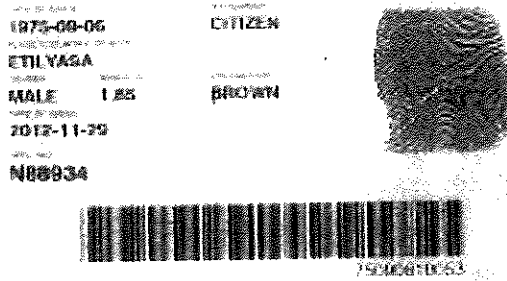
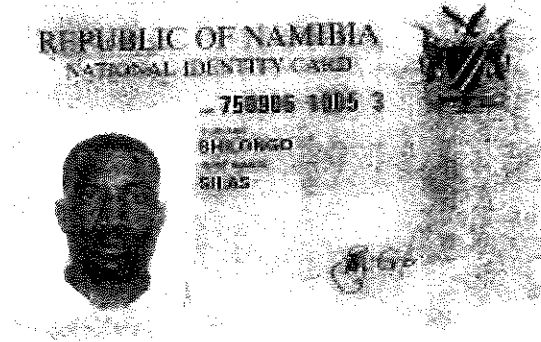
[Signature]
(Signature of SELLER)

SIGNED at WALVIS BAY on this 03 day of April 2018

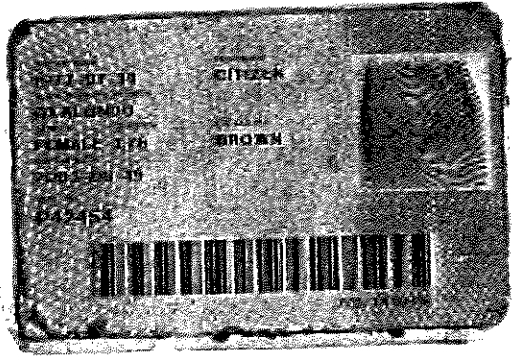
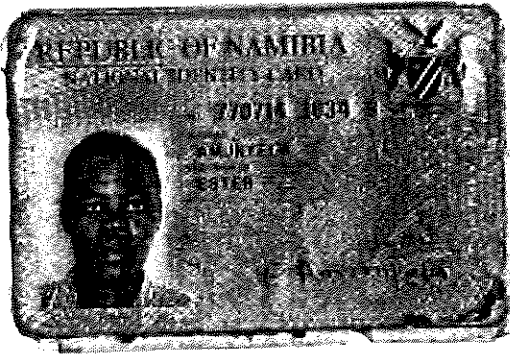
Witnesses:

1. [Signature]
2. [Signature]

[Signature] (Signature of Purchaser)
[Signature] (Signature of Spouse)



[Handwritten signature]



Handwritten notes: 01/05/22
v. x. 10/12/2022

1008/22

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3-10062

20 NOV 2018

REPUBLIC OF NAMIBIA
MINISTRY OF HOME AFFAIRS AND IMMIGRATION

MARRIAGE CERTIFICATE

B 215652

HUSBAND		WIFE	
Surname: SHILONGO	Surname: AMUNYELA		
First name(s): SILAS	First name(s): ESTER		
Identity No. 750906 1005 3	Identity No. 770714 1034 8		
Date of Birth: Year 1975 Month 09 Day 06	Date of Birth: Year 1977 Month 07 Day 14		

Date of marriage: Year **2011** Month **12** Day **24**

Married by / without antenuptial contract: **IN COMMUNITY OF PROPERTY**

Marriage solemnized at: **ETILYASA, ONGANDJERA, NAMIBIA**

Place: **ETILYASA** Region: **OMUSATI-REGION**


Certified a true extract from the marriage register.

TSM-Nitshindi
Marriage Officer

2011.12.24
Date

Ministry of Home Affairs and Immigration

Designation number of marriage officer: **C0651**



Version 02 2011

[Handwritten signature and stamp]

ANNEXURE "B"

National Housing Enterprise
Head Office
7 Gen. Murtala Muhammed Ave, Eros
P O Box 20192, Windhoek
Tel: +264 (61) 292 7111
Fax: +264 (61) 222 941
info@nhe.com.na
www.nhe.com.na

Enquiries: Jane Paulus

22 March 2019

MASS HOUSING

KAMUHANGA HOVEKA INC.
WINDHOEK
NAMIBIA

Sir / Madam

BOND: S.SHILONGO / NHE
ERF: 2423 MATUTURA, SWAKOPMUND

Hereby your instructions to register a first bond for abovementioned property NHE/
S.SHILONGO For N\$ 225 000.00

Attached are the necessary documents.

Kindly liaise with KINGHORN ASSOCIATES who are attending to the transfer from Town Council.

Furnish us with account of your legal fees.

Yours faithfully


MR N. NTELAMO
LEGAL ADVISOR/COMPANY SECRETARY



ANNEXURE "C"

NOTARIES
CONVEYANCERS
ATTORNEYS



Haut Albani
2-6 Tobias Hainyeko Street
SWAKOPMUND / NAMIBIA
P.O. Box 1455 (No Area Code)
Tel: +264 84 405951/2
Fax: +264 84 402159
E-mail: nicolenev@kinghorn.com.na
VAT Registration No: 2667089-01-5

The General Manager
Corporate Services and Human Capital
Municipality of Swakopmund
P.O. Box 53
SWAKOPMUND

YOUR REF: **MASS HOUSING
(40/40 HOUSING INITIATIVE)**

OUR REF: **PJB/iv NHE1/0171-60**

14 September 2020

ATT: MR SWARTS & MS DU PLESSIS

Dear Sir / Madam

RE: **MASS HOUSING TRANSACTION: TRI-PARTY CONDITIONAL DONATION AGREEMENT
TRANSFER OF ERF 2423 MATUTURA (EXT 11): MUNICIPAL COUNCIL OF
SWAKOPMUND // S & E SHILONGO**

We refer to the above transaction, and your instructions to us to procure registration of the transfer of Erf 2423 Matutura to Mr and Mrs Shilongo under the Mass Housing Programme.

In line with the agreed allocation criteria and the directives specified by the Government for the Mass Housing Development Program, both the beneficiary and his/her spouse who acquires a property under the scheme, must be a "first-time home-owner". A "first-time home-owner" is defined in clause 6.5.3 of the approved standard tri-party conditional donation agreement as (our **emphasis**)

"a first-time home-owner" means that, as at the date of the Beneficiary signing this agreement and never before, neither the Beneficiary nor his/her spouse owns or has owned or is within the immediate future by voluntary act likely to own any immovable property or any share therein, situated anywhere in Namibia."

By that definition, even if a beneficiary's spouse previously owned immovable property, both beneficiaries are disqualified as first-time home-owners.

Partner: HEIKE ELSE ANHENS B Proc. LL.D. PETRUS JACOBUS BURGER B.A. LL.B. LL.M. HENDRIK VAN YSSER LL.B.
Assisted by: RAMUND STROLECKO, LL.B. (Professional Assistant); ALAHEJE NAMIRA B. Com. (Law), LL.B. (Professional Assistant)

Mr and Mrs Shikongo attended our Swakopmund offices on 09 Instant. During our consultation with Mr Shikongo, he informed us that he is already the owner of Erf No. 1066 Okahao. A deeds search conducted by our correspondents confirmed that Mr Shikongo acquired Erf No. 1066 Okahao in 2016 already, even before he entered into a loan agreement with NHE on 03 April 2018. The deeds search also indicated that Mr Shikongo is already the owner of a further property, namely Erf No. 1448 Goreangab.

Mr Shikongo's status as home-owner is, thus, in conflict with the definition of a first-time home-owner provided for in clause 6.5.3 of the standard tripartite conditional donation agreement that was approved by Council and NHE for the Mass Housing Development Program.

The donation agreement has not been fully signed, and is still in our possession. The decision to procure registration of the transfer of the properties under the Mass Housing Development Program remains Council's and NHE's. Council, who is the land-owner, may very well have good reason to proceed to transfer. We, however, require definite and clear instructions from Council whether or not to proceed.

We therefore suggest that Council, in consultation with NHE, consider the merits of Mr Shikongo's transaction and provide us with further instructions as to whether we should proceed with the transfer or not.

Yours faithfully,


KINGHORN ASSOCIATES
Per: PJ BURGER

Copy by e-mail to: The Acting
National Housing Enterprise
Waves Bay

Copy by e-mail to: Kamuhanga Hoveka Samuel Inc
(Bond attorneys for NHE)
Windhoek

11.1.19 **CANCELLATION CONFIRMATION: FISCON INVESTMENTS 23 CC AND
MINISTRY OF FISHERIES AND MARINE RESOURCES**
(C/M 2022/01/27 - E 2747)

Ordinary Management Committee Meeting of 13 January 2022,
Addendum 7.12 page 187 refers.

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

1. Introduction

The purpose of this submission is for Council to confirm the cancellation of the Remainder of Erf 2747, Swakopmund to Fiscon Investments 23 CC (hereinafter referred to as "Fiscon") due to non-payment of the required deposit in the amount of N\$ 100 000.00 by **26 June 2019**.

On **28 March 2019** under item 11.1.24, point (h) Council *inter alia* passed the following decision:

(h) *That the following standard conditions be applicable:*

- (i) *That the purchasers pay a deposit of N\$100 000.00 each to cover all fees and costs to the transaction including of, but not limited to advertising costs, compilation of the agreement of sale, as well as legal costs that may arise from the transaction to Council, prior to attending to the statutory processes. (To be decreased or increased by Council depending on the value of the development).*
- (ii) *That any remainder of the deposit in (i) above be refunded to the purchasers on completion of the related statutory processes.*
- (iii) *The prospective purchasers 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.*

Ministerial approval was granted on **06 March 2020** for Council to proceed with the transaction in terms of Council's resolutions passed on **28 March 2019** under item 11.1.24.

Attachments:

Annexure "A"	:	<i>The submission tabled to the Management Committee of 14 March 2019 as background information.</i>
Annexure "B"	:	<i>Listing of the Proposals received for the development of the Remainder of Erf 2747, Swakopmund in terms of Notice 03/2015.</i>
Annexure "C"	:	<i>Council's resolution passed on 28 March 2019.</i>
Annexure "D"	:	<i>Letter from Council dated 03 April 2019 informing Fiscon of Council's resolution passed on 28 March 2019 and the requirements to meet.</i>
Annexure "E"	:	<i>Approval letter from the Ministry of Urban & Rural Development dated 06 March 2020 to proceed with the transaction.</i>

Annexure "F"	: Letter from Council dated 02 July 2020 informing Fison of Ministerial approval granted on 06 March 2020 .
Annexure "G"	: Letter from Council dated 07 September 2020 reminding Fison to submit proof of payment of the deposit done prior to 26 June 2019

Location of the Remainder of Erf 2747, Swakopmund



2. Brief Background

- 2.1 Attached as **Annexure "A"** is a submission tabled to the Management Committee of **14 March 2019** as background to the transaction.
- 2.2 On **26 July 2018** Council approved to sell two portions of Erf 2747, Swakopmund to Messrs Fison Investment 23 CC and the Ministry of Fisheries & Marine Resources combinedly under item 11.1.10 as follows:
 - (a) *That the developer attends to the subdivision of the portion from the Remainder of Erf 2747, Swakopmund to create two separate erven with the assumed zoning.*
 - (b) *That the combined allocation of the development of the Remainder of Erf 2747, Swakopmund in terms of Notice 3 / 2015 to Fison Investments 23 CC and the Ministry of Fisheries & Marine Resources can be regarded as an extension of the invitation of proposals.*
 - (c) *That Council sells the portion of land to Messrs Fison Investment CC and the Ministry of Fisheries & Marine Resources at a price to be determined.*
 - (d) *That Council decides whether the container development can be considered in terms of the requirements of the Aesthetics Guidelines (not within heritage area, but the development might exceed 800m²), the Town Planning Amendment Scheme and Building Regulations.*
 - (e) *That 2 valuations for the property at the assumed zoning (General Business) be obtained to determine the purchase price.*
 - (f) *That the standard conditions for sale be submitted to Council for approval simultaneously with the purchase price.*

The scope of the development was defined to be:

The development includes Town Planning, all related Statutory Processes, design and construction of all services and structures to complement and enhance present developments and uses, especially tourism related uses.

Council approved the allocation of the Remainder of Erf 2747 based on development proposals that were invited and received during 2015 for the development of a portion of the Remainder of Erf 2747, Swakopmund under Notice Number 3/2015.

- 2.3 The detailed conditions of sale and purchase price were approved by Council on **28 March 2019** under item 11.1.24 (attached as **Annexure "C"**). Fiscon and the Ministry of Fisheries & Marine Resources were informed of the decision on **03 April 2019 (Annexure "D")**. In the said letter it was pointed out that the deposit in the amount of N\$100 000.00 must be paid by **26 June 2019**.

Fiscon accepted the conditions of sale for the transaction in writing.

A provisional diagram was also received indicating the size as 15 583m² for Fiscon and 2 378m² for the Ministry of Fisheries and Marine Resources.

According to the layout a "street" should also be created for access from Swakop Street and Strand Street. *The portion has not been formally subdivided.*

The intention was that once the N\$ 100 000.00 deposit was paid and approval granted by the Ministry of Urban and Rural Development the portion of the Remainder of Erf 2747, Swakopmund will be subdivided into three separate erven that includes a "street".

- 2.4 Upon acceptance of the conditions and purchase price in writing from the two parties, Council proceeded to obtain approval from the Ministry of Urban and Rural Development to embark on the transaction.

Approval was received from the said Ministry on **06 March 2020 (Annexure "E")**. Both parties were informed of the approval granted per letter dated **02 July 2020 (Annexure "F")**. In the said letter Fiscon was reminded to submit by **31 August 2020** proof of payment of the required deposit. A further reminder dated **07 September 2020** was issued to the developer (**Annexure "G"**) requesting the developer to submit proof of the required deposit payment.

3. Current Situation

Fiscon was informed per letter dated **02 December 2021** that the matter will be submitted to Council to consider the cancellation of the transaction as no proof of payment of the deposit in the amount of N\$100 000.00 prior to the due date of **26 June 2019** was provided.

In this regard letters dated **02 July** and **07 September 2020** was also sent to Fiscon.

No reply from them could be traced on Council's reference files. Therefore, in terms of the conditions approved by Council on **28 March 2019** under item 11.1.24 the transaction is cancelled.

4. **Future Sale of the Remainder of Erf 2747, Swakopmund**

The vacant portion of Erf 2747, Swakopmund is therefore available for development; keeping in mind that the erf is an asset and can serve as surety for future loans if required.

Alternatively, the Remainder of the erf can be reserved for future expansion / development of the municipal rest camp.

Council is yet to decide on the way forward regarding the Council decision to put the rest camp out on proposals by way of public private partnership. It is therefore proposed that the future of this portion of land only be considered after a final decision by Council.

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

RESOLVED: (For Condonation by Council)

That the sale be extended with 3 months and that the developer provides proof of availability of finances.

M/C ADDENDUM NO:
(14 March 2019)

DETERMINATION OF PURCHASE PRICE FOR:
© FISCON INVESTMENT 23 CC
© MINISTRY OF FISHERIES AND MARINE RESOURCES

E 2747

This item was discussed at the Planning Forum of 12 February 2019 under item 5.5 and was recommended for submission to the Management Committee meeting.

1. **Introduction**

The purpose of this submission is to consider and determine the purchase price of a Portion of land measuring 17 961m² to Messrs Fjiscoon Investment 23 CC. In terms of Notice No 3/2015 it is a combined allocation for the development of a portion of the Remainder of Erf 2747, Swakopmund.

An aerial photo is attached Annexure "A". Attached Annexure "B" is a layout and the development proposal from Messrs Fjiscoon Investment 23 CC.

2. **Background**

Council on 26 July 2018 approved to sell two portions of Erf 2747, Swakopmund to Messrs Fjiscoon Investment 23 CC and the Ministry of Fisheries and Marine Resources respectively under item 11.1.10 as follows:

- (a) That the developer attends to the subdivision of the portion from the Remainder of Erf 2747, Swakopmund to create two separate erven with the assumed zoning.
- (b) That the combined allocation of the development of the Remainder of Erf 2747, Swakopmund in terms of Notice 3 / 2015 to Fjiscoon Investments 23 CC and the Ministry of Fisheries & Marine Resources can be regarded as an extension of the invitation of proposals.
- (c) That Council sells the portion of land to Messrs Fjiscoon Investment CC and the Ministry of Fisheries & Marine Resources at a price to be determined.
- (d) That Council decides whether the container development can be considered in terms of the requirements of the Aesthetics Guidelines (not within heritage area, but the development might exceed 800m²), the Town Planning Amendment Scheme and Building Regulations.
- (e) That 2 valuations for the property at the assumed zoning (General Business) be obtained to determine the purchase price.
- (f) That the standard conditions for sale be submitted to Council for approval simultaneously with the purchase price.

The approval was granted based on development proposals that were invited and received during 2015 for the development of a portion of the Remainder of Erf 2747, Swakopmund under Notice Number 3/2015.

The above resolution was communicated to Messrs Fjiscoon Investment 23 CC who accepted it as per attached email Annexure "C" and Ministry of Fisheries and

Marine Resources, as Annexure "D". A provisional diagram (Annexure "E") was also received indicating the size as 15 583m² for Messrs Fiscon Investments 23 CC and 2 378m² for the Ministry of Fisheries and Marine Resources. According to the attached layout a "street" should also be created for access from Swakop Street and Strand Street.

Once the purchase price has been determined and Messrs Fiscon Investment 23 CC and the Ministry of Fisheries and Marine Resources accept same; the portion of the Remainder of Erf 2747, Swakopmund will be subdivided into three separate erven that includes a "street".

3. Comparison with Similar Properties

On **28 June 2018**, Council sold Erf 406, Extension 1, Mile 4, measuring 4 203 m² with a zoning of, a "General Residential 2" to Messrs Trecon Development (Pty) Ltd at NS1 800.00/m²:

(a) That Council approves the purchase price of Erf 406, Mile 4 at $NS1\ 800.00 \times 4\ 203m^2 = NS7\ 565\ 400.00$ to Messrs Namibia Trecon Development (Pty) Ltd.

6 "General Residential" Erven in Ext. 14

On **09 March 2018**, six erven zoned "general residential" located in Extension 14 and Extension 1, Mile 4 were sold. The average per square meter obtained from the sale amounts to NS 950.00 / m², and the highest price per square meter was NS 1 120.00.

4 Seafront Erven zoned "Single Residential", Ext. 1, Mile 4

Council sold two seafront erven on **15 December 2017** and another two **02 February 2018**. These four seafront erven are zoned "single residential" and are located in Extension 1, Mile 4. The average purchase price obtained was NS2 760.00 / m², summarized below:

	<u>Erf #</u>	<u>Area m²</u>	<u>Purchase Price</u>	<u>Average / m²</u>
1	300	1 078	3 280 000.00	3 042.07
2	309	1 111	3 512 077.00	3 161.73
	<u>Sub Total</u>	<u>2 189</u>	<u>6 792 077.00</u>	<u>3 103.10</u>
	<u>Erf #</u>	<u>Area m²</u>	<u>Purchase Price</u>	<u>Average / m²</u>
1	302	973	2 800 000.00	2 877.70
2	305	1 402	3 000 000.00	2 139.80
	<u>Sub Total</u>	<u>2 375</u>	<u>5 800 000.00</u>	<u>2 442.11</u>
	<u>Total</u>	<u>4 564</u>	<u>12 592 077.00</u>	<u>2 759.13</u>

Portion of Erf 2747, Swakopmund Adjacent to Erf 398, Swakopmund

Council on **30 August 2007** item 11.1.15 approved the sale of a portion of Erf 2747, Swakopmund with a zoning of "General Residential 2" at NS819.90/m² to Hotel Garni Adler as follows:

(a) That Council approves the alienation of a portion of Erf 2747 $\pm 2\ 136m^2$, in extent, adjacent to Hotel Garni Adler for the purpose of extending the hotel, at the following price, $NS819.90/m^2 \times 2\ 136m^2 = NS1\ 751\ 306.40 + 15\% \text{ VAT } (NS262\ 695.96)$ total NS2 014 002.30.

The price escalated since 2007 is attached as Annexure "F".

4. Valuations

Valuations were requested and received from two valuers on 2 October 2018 to determine a market related purchase price, based on an assumed zoning of "General Business".

The average price for the portion is calculated as follows:

Valuator	Price/m ²	Total price	Annexures
The Trust & Estate Co	NS 1 000.00	NS 18 000 000.00	Annexure "G"
Ludwig Schroder Estate Agents CC	NS 2 500.00	NS 45 000 000.00	Annexure "H"
Average	NS 1 750.00	NS 63 000 000.00 / 2 = NS 31 500 000.00	

Applying the above average price it is estimated that the property be sold at a purchase price of NS1 750.00/m².

$$NS31\ 500\ 000.00 \div 17\ 961\ m^2 = NS1\ 750.00/m^2$$

5. Proposed Purchase Price

Messrs Fjsson Investment 23 CC requires 15 583m² and the Ministry of Fisheries and Marine Resources 2 378m², subject to the same conditions.

Comparing the purchase price of the "single residential" erven sold where the highest price was NS3 161 73/m² and considering this zoning is the most restrictive; the prices obtained from the sale of the other "general residential" erven and the valuers are not realistic for this specific erf. In this regard it should be kept in mind that valuers determine prices in terms of valuation principles without considering any special circumstances / conditions.

The valuations received are more or less in line with the recent sale of Seafront erven and also the escalation of the price per square meter for Hotel Garni Adler. It be kept in mind the portions of land allocated to Messrs Fjsson Investment 23 CC and the Ministry of Fisheries and Marine Resources are located in a well-established tourist and business hub which prime area.

In terms of Council's Property Policy the purchase price is based on the average of the valuations received. The average price per square meter is as follows:

5.1 Fiscon Investments 23 CC

$$5\ 583m^2 \times NS1\ 750.00/m^2 = NS27\ 270\ 250.00 + (15\% \text{ VAT})\ NS4\ 090\ 537.50 \\ = NS31\ 360\ 787.50$$

5.2 Ministry of Fisheries and Marine Resources

$$2\ 378m^2 \times NS1\ 750.00/m^2 = NS4\ 161\ 500.00 + (15\% \text{ VAT})\ NS624\ 225.00 = \\ NS4\ 785\ 725.00$$

It is proposed that Council approves the purchase price be NS 1 750.00/m² as per point 5.1 and 5.2 above. The size of the street portion must be deducted from the above purchase price once a diagram is received. It is further proposed that Council's standard conditions of sale be applicable.

Annexure "I" is an extract of Section 10 of the Property Policy in terms of sale of land for specific purposes, such as national interest, to the benefit of the community or public.

6. **Conclusion**

The portion of land must be subdivided from the Remainder of Erf 2747, Swakopmund to create three (3) separate erven of which one should be a street. The developers are responsible for all fees and cost of the transaction including but not limited to compilation of the agreement of sale as well as legal cost that may arise from the transaction to Council.

It is therefore:

RECOMMENDED:

- (a) That Council approves the purchase price of a portion of the Remainder of Erf 2747, Swakopmund, measuring $\pm 15\,583\text{m}^2$ to Messrs Fiscon Investment 23 CC as follows:
- $15\,583\text{m}^2 \times \text{N}\$1\,750.00/\text{m}^2 = \text{N}\$27\,270\,250.00 + (15\% \text{ VAT}) \text{N}\$4\,090\,537.50 = \text{N}\$31\,360\,787.50$
- (b) That Messrs Fiscon Investment 23 CC resells a portion of the Remainder of Erf 2747, Swakopmund, measuring $\pm 2\,378\text{m}^2$ to the Ministry of Fisheries and Marine Resources as follows:
- $2\,378\text{m}^2 \times \text{N}\$1\,750.00/\text{m}^2 = \text{N}\$4\,161\,500.00 + (15\% \text{ VAT}) \text{N}\$624\,225.00 = \text{N}\$4\,785\,725.00$
- (c) That the exact size of the portions of land be determined once a Surveyor-General approved diagram is issued; therefore the erf price might differ from the total amount in (a) and (b) above.
- (d) That upon acceptance of the purchase price the purchasers appoint a Consultant to attend to the Environmental Impact Assessment in terms of the Environmental Management Act, Act 7 of 2007 as amended.
- (e) That the purchasers submit a layout for approval by the General Manager: Engineering Services.
- (f) That the purchasers attend to the subdivision of the portion of land to create new erven including a "street" at their cost.
- (g) That the transaction be concluded within 120 days from date when the Surveyor-General approved diagram is issued.
- (h) That the following standard conditions be applicable:
- (i) That the purchasers pay a deposit of *N\$100 000.00* each to cover all fees and costs to the transaction including of, but not limited to advertising costs, compilation of the agreement of sale, as well as legal costs that may arise from the transaction to Council, prior to attending to the statutory processes. (To be decreased or increased by Council depending on the value of the development).
 - (ii) That any remainder of the deposit in (i) above be refunded to the purchasers on completion of the related statutory processes.

- (iii) The prospective purchasers 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.
- (iv) That the purchasers accept 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.
- (v) The 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.
- (vi) That payment of the purchase price be secured either in cash or bank guarantee in favour of the Swakopmund Municipality within 120 days date of the Surveyor-General approved diagram is issued. Failure to pay the purchase price in cash or secure payment by formal bank guarantee on the 120th day will result in the transaction being cancelled without the need to place the purchasers on terms. Should the purchase price be secured by a formal bank guarantee the transfer must be effected on or before the 120th day, else interest will be levied as from the date sale until the date of registration of transfer at a rate as confirmed with Council's bank.
- (vii) That the purchasers must construct structural improvements worth at least 4 times the municipal valuation of the property. Structural improvements, for purposes of this condition, shall not include the construction of boundary walls or any changes to the subterranean composition of the property;
- (viii) That the said improvements must be completed within 24 months (2 years) from date of transfer.
- (ix) That the property may not be alienated unless a completion certificate is issued in respect of the structural improvements, referred to in (viii) above, prior to the expiry of the said 24 month period. This restraint of alienation is to be registered against the title deed of the property.
- (x) No development or construction will be permitted to commence until the statutory processes (at the cost of the developers) have been completed and the erven are transferred.
- (xi) The agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof.
- (xii) That the purchasers indemnify Council against any claims resulting from blasting, should blasting need to be done.
- (xiii) That the purchasers provide the registration documentation of their entities (Council resolution of 27 April 2017 under item 11.1.10 (c)) and that the shareholders / members must be cautioned that the company remain the same until the transfer takes place and they have complied with all conditions of sale when name change of the entity is requested.
- (xiv) In the event that the purchaser/s is a close corporation, a company or a trust, then, the members interest in the close corporation or shareholding in the company or interest in the trust, as the case may be, may not be changed without the prior written approval of Council during the 24 months (2 year) period of restraint on alienation.
- (xv) Council shall not accept under any circumstances any process whereby the purchaser of the property will be allowed to nominate a third party as the eventual purchaser of the property. To be more specific, the Council shall not accept any agent bidding on behalf of a principal or any nominee acting on behalf of a legal entity still to be incorporated.
- (xvi) A caveat will be registered against the title deed of the property to prevent any contravention of these conditions.
- (xvii) Availability services plus the relevant property taxes will be payable by the purchaser as from the month following the allocation of the erf.

- (j) That Messrs Fiscon Investment 23 CC and the Ministry of Fisheries and Marine Resources take note that the development must complement and enhance present developments and uses, especially tourism related uses.
- (k) That a caveat be registered against the title deed of the property for Messrs Fiscon Investment 23 CC to provide facilities to the Ministry of Fisheries and Marine Resources.
- (l) That Engineering Services provide advice on point (d) of the Council resolution passed on 26 July 2018 under item 11.1.10.
- (m) That Developers be informed that the Anchor Block on site is a national monument and they are responsible for the protection and beautification of it.

"FOR CONSIDERATION"

General Manager. CS & HR

(b00)

ANNEXURE "C"11.1.24 **DETERMINATION OF PURCHASE PRICE FOR:****① FISCON INVESTMENT 23 CC****② MINISTRY OF FISHERIES AND MARINE RESOURCES**

(C/M 2019/03/28 - E 2747)

RESOLVED:

(a) That Council approves the purchase price of a portion of the Remainder of Erf 2747, Swakopmund, measuring $\pm 15\,583\text{m}^2$ to Messrs Fiscon Investment 23 CC as follows:

$$\bullet \frac{15\,583\text{m}^2}{\text{N\$3\,623\,047.50}} \times \text{N\$1\,550.00/m}^2 = \text{N\$24\,536\,650.00} + (15\% \text{ VAT})$$

$$\text{N\$28\,159\,697.50}$$

(b) That Messrs Fiscon Investment 23 CC resells a portion of the Remainder of Erf 2747, Swakopmund, measuring $\pm 2\,378\text{m}^2$ to the Ministry of Fisheries and Marine Resources as follows:

$$\bullet \frac{2\,378\text{m}^2}{\text{N\$552\,885.00}} \times \text{N\$1\,550.00/m}^2 = \text{N\$3\,685\,900.00} + (15\% \text{ VAT})$$

$$\text{N\$4\,238\,785.00}$$

(c) That the exact size of the portions of land be determined once a Surveyor-General approved diagram is issued; therefore the erf price might differ from the total amount in (a) and (b) above.

(d) That upon acceptance of the purchase price the purchasers appoint a Consultant to attend to the Environmental Impact Assessment in terms of the Environmental Management Act, Act 7 of 2007 as amended.

(e) That the purchasers submit a layout for approval by the General Manager: Engineering Services.

(f) That the purchaser attends to the subdivision of the portion of land to create new erven including a "Street" at their cost.

(g) That the transaction be concluded within 120 days from date when the Surveyor-General approved diagram is issued.

(h) That the following standard conditions be applicable:

(j) *That the purchasers pay a deposit of N\$100 000.00 each to cover all fees and costs to the transaction including of, but not limited to advertising costs, compilation of the agreement of sale, as well as legal costs that may arise from the transaction to Council, prior to attending to the statutory processes. (To be decreased or increased by Council depending on the value of the development).*

(iv) *That any remainder of the deposit in (i) above be refunded to the purchasers on completion of the related statutory processes.*

- (v) *The prospective purchasers 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.*
- (vi) *That the purchasers accept 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.*
- (vii) *The 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.*
- (viii) *That payment of the purchase price be secured either in cash or bank guarantee in favour of the Swakopmund Municipality within 120 days date of the Surveyor-General approved diagram is issued. Failure to pay the purchase price in cash or secure payment by formal bank guarantee on the 120th day will result in the transaction being cancelled without the need to place the purchasers on terms. Should the purchase price be secured by a formal bank guarantee the transfer must be effected on or before the 120th day, else interest will be levied as from the date sale until the date of registration of transfer at a rate as confirmed with Council's bank.*
- (ix) *That the purchasers must construct structural improvements worth at least 4 times the municipal valuation of the property. Structural improvements, for purposes of this condition, shall not include the construction of boundary walls or any changes to the subterranean composition of the property;*
- (viii) *That the said improvements must be completed within 24 months (2 years) from date of transfer.*
- (ix) *That the property may not be alienated unless a completion certificate is issued in respect of the structural improvements, referred to in (viii) above, prior to the expiry of the said 24 month period. This restraint of alienation is to be registered against the title deed of the property.*
- (x) *No development or construction will be permitted to commence until the statutory processes (at the cost of the developers) have been completed and the erven are transferred.*
- (xi) *The agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof.*
- (xii) *That the purchasers indemnify Council against any claims resulting from blasting, should blasting need to be done.*
- (xiii) *That the purchasers provide the registration documentation of their entities (Council resolution of 27 April 2017 under item 11.1.10 (c)) and that the shareholders / members must be cautioned that the company remain the same until the transfer takes place and they have complied with all conditions of sale when name change of the entity is requested.*

- (xiv) In the event that the purchaser/s is a close corporation, a company or a trust, then, the members interest in the close corporation or shareholding in the company or interest in the trust, as the case may be, may not be changed without the prior written approval of Council during the 24 months (2 year) period of restraint on alienation.*
 - (xv) Council shall not accept under any circumstances any process whereby the purchaser of the property will be allowed to nominate a third party as the eventual purchaser of the property. To be more specific, the Council shall not accept any agent bidding on behalf of a principal or any nominee acting on behalf of a legal entity still to be incorporated.*
 - (xvi) A caveat will be registered against the title deed of the property to prevent any contravention of these conditions.*
 - (xvii) Availability services plus the relevant property taxes will be payable by the purchaser as from the month following the allocation of the erf.*
 - (k) That Messrs Fiscon Investment 23 CC and the Ministry of Fisheries and Marine Resources take note that the development must complement and enhance present developments and uses, especially tourism related uses.**
 - (l) That a caveat be registered against the title deed of the property for Messrs Fiscon Investment 23 CC to provide facilities to the Ministry of Fisheries and Marine Resources as per (b) above.**
 - (m) That Engineering Services provide advice on point (d) of the Council resolution passed on 26 July 2018 under item 11.1.10.**
 - (n) That Developers be informed that the Anchor Block on site is a national monument and they are responsible for the protection and beautification of it.**
-



MUNICIPALITY OF SWAKOPMUND

Ref No: E 2747

(064) 4104215

088 614 514

153 Swakopmund

NAMIBIA

www.swkmun.com.na

bramosviegas@swkmun.com.na

Enquiries: Ms B Ramos Viegas

3 April 2019

Messrs Fiscon Investments 23 CC
c/o DF Malherbe & Partners
P O Box 75
SWAKOPMUND

Attention: Mr G Van Der Merwe

Ministry of Fisheries & Marine Resources
Private Bag 13355
Windhoek

Attention: Mr Maurihungirire

Dear Sirs

DETERMINATION OF THE PURCHASE PRICE FOR A PORTION OF ERF 2747, SWAKOPMUND

We refer to the Council resolution passed on 26 July 2019 that was sent to you whereafter you accepted the conditions on 7 August 2018. In execution of point (e) of the same Council resolution, valuations were obtained and submitted to Council to determine the purchase price.

The purchase price for a Portion of Erf 2747, Swakopmund was approved by Council on 28 March 2019 under item 11.1.24:

- (a) That Council approves the purchase price of a portion of the Remainder of Erf 2747, Swakopmund, measuring $\pm 15\,583\text{m}^2$ to Messrs Fiscon Investment 23 CC as follows:
- $\frac{15\,583\text{m}^2}{\text{m}^2} \times \text{N\$}1\,550.00/\text{m}^2 = \text{N\$}24\,536\,650.00 + (15\% \text{ VAT}) \text{N\$}3\,623\,047.50 = \text{N\$}28\,159\,697.50$
- (b) That Messrs Fiscon Investment 23 CC resells a portion of the Remainder of Erf 2747, Swakopmund, measuring $\pm 2\,378\text{m}^2$ to the Ministry of Fisheries and Marine Resources as follows:
- $2\,378\text{m}^2 \times \text{N\$}1\,550.00/\text{m}^2 = \text{N\$}3\,685\,900.00 + (15\% \text{ VAT}) \text{N\$}552\,885.00 = \text{N\$}4\,238\,785.00$
- (c) That the exact size of the portions of land be determined once a Surveyor-General approved diagram is issued; therefore the erf price might differ from the total amount in (a) and (b) above.
- (d) That upon acceptance of the purchase price the purchaser appoints a Consultant to attend to the Environmental Impact Assessment in terms of the Environmental Management Act, Act 7 of 2007 as amended.

All correspondence must be addressed to the Chief Executive Officer

- (e) That the purchaser submits a layout for approval by the General Manager: Engineering Services.
- (f) That the purchaser attends to the subdivision of the portion of land to create new erven including a "Street" at their cost.
- (g) That the transaction be concluded within 120 days from date when the Surveyor-General approved diagram is issued.
- (h) That the following standard conditions be applicable:
 - (i) *That the purchaser pays a deposit of N\$100 000.00 each to cover all fees and costs to the transaction including of, but not limited to advertising costs, completion of the agreement of sale, as well as legal costs that may arise from the transaction to Council, prior to attending to the statutory processes. (To be decreased or increased by Council depending on the value of the development).*
 - (ii) *That any remainder of the deposit in (i) above be refunded to the purchaser on completion of the related statutory processes.*
 - (iii) *The 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.*
 - (iv) *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.*
 - (v) *The 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.*
 - (vi) *That payment of the purchase price be secured either in cash or bank guarantee in favour of the Swakopmund Municipality within 120 days date of the Surveyor-General approved diagram is issued. Failure to pay the purchase price in cash or secure payment by formal bank guarantee on the 120th day will result in the transaction being cancelled without the need to place the purchaser on terms. Should the purchase price be secured by a formal bank guarantee the transfer must be effected on or before the 120th day, else interest will be levied as from the date sale until the date of registration of transfer at a rate as confirmed with Council's bank.*
 - (vii) *That the purchaser must construct structural improvements worth at least 4 times the municipal valuation of the property. Structural improvements, for purposes of this condition, shall not include the construction of boundary walls or any changes to the subterranean composition of the property;*
 - (viii) *That the said improvements must be completed within 24 months (2 years) from date of transfer.*
 - (ix) *That the property may not be alienated unless a completion certificate is issued in respect of the structural improvements, referred to in (viii) above, prior to the expiry of the said 24 month period. This restraint of alienation is to be registered against the title deed of the property.*
 - (x) *No development or construction will be permitted to commence until the statutory processes (at the cost of the developers) have been completed and the erven are transferred.*
 - (xi) *The agreement of sale be signed and returned to the Swakopmund Municipality, by the purchaser within 21 days of receipt thereof.*
 - (xii) *That the purchaser indemnifies Council against any claims resulting from blasting, should blasting need to be done.*

(xiii) That the purchaser provides the registration documentation of their entity (Council resolution of 27 April 2017 under item 11.1.10 (c)) and that the shareholders / members must be cautioned that the company remain the same until the transfer takes place and they have complied with all conditions of sale when name change of the entity is requested.

(xiv) In the event that the purchaser is a close corporation, a company or a trust, then, the members interest in the close corporation or shareholding in the company or interest in the trust, as the case may be, may not be changed without the prior written approval of Council during the 24 months (2 year) period of restraint on alienation.

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

(xvi) A caveat will be registered against the title deed of the property to prevent any contravention of these conditions.

(xvii) Availability services plus the relevant property taxes will be payable by the purchaser as from the month following the allocation of the erf.

- (j) That Messrs Fiscon Investment 23 CC and the Ministry of Fisheries and Marine Resources take note that the development must complement and enhance present developments and uses, especially tourism related uses.
- (k) That a caveat be registered against the title deed of the property for Messrs Fiscon Investment 23 CC to provide facilities to the Ministry of Fisheries and Marine Resources as per (b) above.
- (l) That Engineering Services provide advice on point (d) of the Council resolution passed on 26 July 2018 under item 11.1.10.
- (m) That Developer be informed that the Anchor Block on site is a national monument and they are responsible for the protection and beautification of it.

Please familiarize yourself with the above conditions and confirm in writing on / before 30 April 2019 whether you accept same. The deposit referred to in point (h) (i) above is payable on/before Wednesday, 26 June 2019. Attached, Council's banking details. Please e-mail proof of payment to Ms B Ramos Viegas at bramosviegas@swkinun.com.na. With reference to point (e) kindly submit a layout to the General Manager: Engineering Services.

Although the transaction is regarded as an extension of Notice 3/2015 to which no objections were received at the time (point (b) of Council's resolution passed on 29 July 2018); it is required to obtain approval from the Ministry of Urban and Rural Development in terms of Section 63 (2) (c) read together with Section 30 (1) (l) of the Local Authorities Act, Act 23 of 1992, as amended.

Once the aforesaid is completed, a Deed of Sale will be compiled and sent to you to scrutinize and sign it.

If you have any enquiries please do not hesitate to contact Ms B Ramos Viegas at ☎ 4104215.

Yours faithfully



Mr M P C Syarts
GM: CORPORATE SERVICES & HR

/brv *MS* *f*

Copy: GM: Engineering Services -- please take note of above resolution.



Republic of Namibia

Ministry of Urban and Rural Development

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

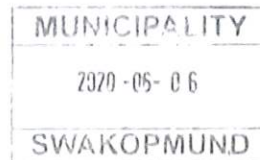
Government Office Park
Luther Street

Private Bag 13289
Windhoek, Namibia

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

Date: 6 March 2020

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



Dear Mr. Benjamin,

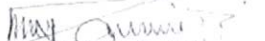
SUBJECT: APPROVAL TO ALIENATE IMMOVABLE PROPERTIES

Your letter dated 21 May 2019 has reference.

Approval has been granted to the Municipality of Swakopmund in terms of the provision of Section 30(1) (t), read together with Section 63 of the Local Authorities Act, 1992 (Act 23 of 1992), as amended, to alienate Portion of the Remainder of Erf 2747 (15583m²) in extent to Fiscoon Investment 23 CC at the purchase price of NS28 159 697,50, and Fiscoon to sell a Portion of the Remainder of Erf 2747, Swakopmund (2378 m²) in extent to the Ministry of Fisheries and Marine Resources at the purchase price of NS4 238 785,00 by way of private treaty, under the conditions of Council Resolution Number C/M2019/03/28 under Item No. 11.1.24, and with Ministerial conditions to be imposed as follows:

- Subdivision to be carried out ; and,
- Approved Survey-Diagrams to be provided to the Ministry for record purpose.

Yours faithfully,


NGHIDINUA DANIEL
EXECUTIVE DIRECTOR



MUNICIPALITY OF SWAKOPMUND

Ref No: 19.03.08.2747, E 2747

Enquiries: Ms B Ramos Viegas

Messrs Fiscon Investments 23 CC
c/o DF Malherbe & Partners
P O Box 75
SWAKOPMUND
13001
Namibia

Attention: Mr G Van Der Merwe

Dear Sir

- APPROVAL TO SELL A PORTION OF THE REMAINDER OF ERF 2747, SWAKOPMUND TO FISCON INVESTMENTS 23 CC
- FISCON INVESTMENTS 23 CC TO RESELL OF A PORTION OF THE REMAINDER OF ERF 2747, SWAKOPMUND TO THE MINISTRY OF FISHERIES AND MARINE RESOURCES

We refer to our letter dated 21 May 2019 to the Ministry of Urban and Rural Development regarding the abovementioned subject matter whereof a copy was sent to you.

Ministerial approval was granted on 6 March 2020 to sell the Remainder of Erf 2747, Swakopmund to Fiscon Investments 23 CC and they must resell a portion thereof to the Ministry of Fisheries and Marine Resources; a copy is attached for ease of reference.

Emphasis is placed on the following points of the Council resolution passed on 28 March 2019 under item 11.1.24:

- point (a)- the purchase price will be recalculated once a surveyor-general approved diagram is in place;
- point (d)- the purchaser must appoint a consultant to attend to the Environmental Impact Assessment;
- point (e)- purchaser must submit the layout for approval to General Manager: Engineering & Planning Services;
- point (f)- purchaser must attend to the subdivision of the portion of land to create new erven including a "street" at his cost in consultation with the General Manager: Engineering Planning Services;

All correspondence must be addressed to the Chief Executive Officer

(064) 4104215

088 614 514

53 Swakopmund

NAMIBIA

www.swkmun.com.na

bramosviegas@swkmun.com.na

02 July 2020

2

- point (h)(i) - N\$100 000.00 deposit is still outstanding of which the 90 days have lapsed already from date of Council resolution 28 March 2019; kindly send proof of payment to bramosviegas@swkmun.com.na once payment is made;
- point (h)(vi) - the purchase price must be secured within 120 days of the Surveyor-General approved diagram is issued;
- point (h)(x) - development or construction must commence once all statutory processes are completed and the erven are transferred; and
- point (h)(xiii) - please provide the registration documents of the entities; no changes of shareholders must take place until transfer is finalized.

Please send the proof of payment of the N\$100 000.00 deposit on/before **31 August 2020**. Also, provide this office with a copy of the entity's registration documents at your earliest convenience.

Lastly, kindly provide this office with a progress report every 6 months from date of this letter.

For any further enquiries, please do not hesitate to contact Ms Barbara Ramos Viegas at ☎️ 064-4104215.

Yours faithfully



Mr M P C Swarts
GM: CORPORATE SERVICES & HC

/brv 

Copies: Engineering Services Department - Please take note of the relevant points.

Dr Moses Maurikungirire
The Ministry of Fisheries & Marine Resources
Private Bag 13355
Windhoek



ANNEXURE "G"



MUNICIPALITY OF SWAKOPMUND

Ref No: 19.03.08.2747, E 2747

Enquiries: Ms B Ramos Viegas

Messrs Fiscon Investments 23 CC
 c/o DF Malherbe & Partners
 P O Box 75
 SWAKOPMUND
 13001
 Namibia

Attention: Mr G Van Der Merwe

Dear Sir

(064) 4104215

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07 September 2020

REMINDER OF OUTSTANDING DEPOSIT (PAYMENT) IN RESPECT OF STATUTORY PROCESSES

We refer to our last letter dated **02 July 2020** informing you of ministerial approval granted to sell the Remainder of Erf 2747, Swakopmund to Fiscon Investments 23 CC and the resale of a portion thereof to the Ministry of Fisheries and Marine Resources.

We have to date not received a reply nor payment of the N\$100 000.00 deposit. Kindly advise when we can expect payment. Furthermore, we await for a copy of the entity's registration documents.

For any further enquiries, please do not hesitate to contact Ms Barbara Ramos Viegas at ☎ 064-4104215.

Yours faithfully

Mr M P C Swarts
 GM: CORPORATE SERVICES & HC

/brv

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

11.1.20 **SWAKOPMUND MICRO AND YOUTH ENTERPRISES DEVELOPMENT POLICY & STRATEGY**

(C/M 2022/01/27 - 14/2/10/1)

Ordinary Management Committee Meeting of 13 January 2022, Addendum 8.1 page 03 refers.

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

Introduction

This item is submitted to seek for Council's approval of the Swakopmund Micro and Youth Enterprises Development Policy and Strategy (**Annexure "A"**).

Background

The Swakopmund Youth Development Policy advocates for programs that support and promote young enterprises development. In an effort to design such programs and address the needs of youth and micro enterprises, Council appointed Messrs **Development Consultants for Southern Africa CC (DECOSA)** to craft the Swakopmund Micro and Small Enterprises Development Policy. The Policy aims to guide in creating an enabling business environment for local Micro and Youth entrepreneurs as well as to ensure development of competitive, dynamic and innovation businesses.

Following are the milestones achieved during the consultancy period.

ACTIVITY	TIMELINE
1. Inception Meeting to expand on the Terms of Reference & Development of a work & time plan	February 2021
2. Conduct field research (Baseline study)	March 2021
3. Presentation & discussion of the Baseline report & research findings	April 2021
4. Validation workshop with Management Committee & Key stakeholders in preparation of the draft policy	August 2021
5. Presentation of final draft policy and strategy	September 2021

Action Plan

Below are the identified five (5) action points to kick start with the implementation of the strategy:

TASK	RESPONSIBLE	2022											
		JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
COUNCIL TO PRIORITISE MYE													
Implementation of local hire program	EDS												
Implement procurement preferential treatment for local companies	EDS												
Improving the cooperation between relevant stakeholders and simplifying the business registration	EDS												
CAPACITY BUILDING													
Training of Trainers	Consultant/Trainer												
Training of Trainers	YDO & Stakeholders												
Provide internship for MYE	YDO & local Enterprises												
Initiate specialised vocational training programs	YDO & VTI												
Assist local institutions such as COSDEC to conduct need assessments	YDO												
INTRODUCTION OF MYE POLICY THROUGH ROAD SHOWS													
Convince MYE about the MYE Policy & the importance of registration	EDS												
Engage key stakeholders to attend Road shows e.g BIPA	YDO												
Continuous updating of the MYE database	YDO												
Create and share data bank of available resources for road shows and list of organisations	YDO												
IMPROVEMENT OF COOPERATION													
Provide a free place to organise monthly market days	EDS												
Strengthen Youth Forum or Create MYE forum	YDO												
Initiate case to case cooperation of MYE	YDO												
SUPPORT PROJECTS													
Establish "Food Court"	EDS												
Host monthly markets	YDO & EDO												

Note

EDS - Economic Development Services

EDO - Economic Development Officer

MYE - Micro and Youth Enterprises

VTI - Vocational Training Institutions

YDO - Youth Development Officer

Discussion

In an effort to fully execute the strategy, there is a need to prioritize micro and youth owned enterprises. Since finding employment at public and private institutions proved challenging, creation of MYE found to be a promising option which are generally more prepared to employ youth than other sectors. Hence Council is challenged to create an enabling environment for MYE to ensure development of competitive, dynamic and innovation businesses. This is in line with the MYE policy which promotes local micro and youth businesses through mentoring and support to deliver the necessary products and services.

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

RECOMMENDED:

- (a) That the Swakopmund Micro and Youth Enterprises Development Policy and 2021 - 2026 Strategy be approved.
- (b) That the Swakopmund Micro and Small Enterprises Development Policy be reviewed after 5 years of implementation.
- (c) That Council takes note and approves the below action plan for the first year of implementation.

TASK	RESPONSIBLE	2022											
		JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
COUNCIL TO PRIORITISE MYE													
Implementation of local hire program	EDS												
Implement procurement preferential treatment for local companies	EDS												
Improving the cooperation between relevant stakeholders and simplifying the business registration	EDS												
CAPACITY BUILDING													
Training of Trainers	Consultant/Trainer												
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INTRODUCTION OF MYE POLICY THROUGH ROAD SHOWS													
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IMPROVEMENT OF COOPERATION													
Provide a free place to organise monthly market days	EDS												
Strengthen Youth Forum or Create MYE forum	YDO												
Initiate case to case cooperation of MYE	YDO												
SUPPORT PROJECTS													
Establish "Food Court"	EDS												
Host monthly markets	YDO & EDO												
Note													
EDS - Economic Development Services													
EDO - Economic Development Officer													
MYE - Micro and Youth Enterprises													
VTI - Vocational Training Institutions													
YDO - Youth Development Officer													

ANNEXURE "A"



**SWAKOPMUND MICRO AND
YOUTH
ENTERPRISE (MYE)
DEVELOPMENT**



**MYE Policy
and
2021-2026 Strategy**



Development Consultants for Southern Africa CC

DECOSA Φ

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September 2021



Introductory Remark

This document includes the longer term Policy (Part A) and the 2021-2026 Strategy with Implementation as well Monitoring and Evaluation Plans (Part B) for the development of MYEs in Swakopmund. It is based on detailed research of current framework of MYEs resulting in the identification and prioritisation of opportunities and requirements for MYE development in Swakopmund (see separate Background Report).

MICRO AND YOUTH ENTERPRISE (MYE) DEVELOPMENT POLICY AND STRATEGY 2021 - 2026 FOR THE MUNICIPALITY OF SWAKOPMUND



Development Consultants for Southern Africa CC

DECOSA Φ



MAJOR STRENGTHS

► National Priorities ◄

- MSME Development
- Promotion of youth
- Promotion of youth owned enterprises
- Preferred procurement from local enterprises

► Municipality of Swakopmund ◄

- Youth policy existing
- Youth development officer available
- MSME data bank in place
- Land & some premises provided

► Swakopmund ◄

- About 150 MYE operating (despite COVID-19)
- Income generation for about 400 youth
- Motivation of MYEs demonstrated by 90% private financing
- Stakeholders for promotion of MYEs in town
- Good infrastructure
- COSDEC training in town



REQUIREMENTS FOR MYE DEVELOPMENT

- Prioritisation of MYE development ◄
- Promotion of youth mainly by MYE development ◄
- Provision of required HR ◄
- Simplification of business registration ◄
- Mobilisation of assistance ◄
- Increased local procurement ◄
- Provision of premises ◄
- Enhancement of cooperation ◄
- Short & longer term entrepreneurial training ◄
- Specialised COSDEC training ◄



OPPORTUNITIES FOR MYE

► Marine Resources Based ◄

- Small scale commercial fishing
- Fish smoking
- Kelp processing
- Seaweed production

► Urban Agriculture ◄

- Small scale vegetable & fruit production
- Mushroom production
- Poultry farming
- Rabbit farming
- Pig farming

► Attractions for Tourists ◄

- Bottling of sand or small stones
- Sand paintings
- Sculptures from local stones
- Recycling of waste
- Carving of typical local motives
- Caps, pencil holders, etc. with names of the tourists
- New innovative tour guidance
- Donkey riding & donkey cart tours



► Products / Services for Local Customers ◄

- Specialisation of MYES
- Promotional Items
- Fire Places
- Tandoor oven
- Safety clothes
- Covers for Wine Boxes
- Joint gardening, cleaning, etc.
- "Handy man" services
- Bicycle courier service

► Support Projects ◄

- "Food Court"
- Cultural Center

DEVELOPMENT PROSPECTS

- MYEs economically empowered ◄
- Number of MYEs continuously increasing ◄
- MYEs diversified ◄
- Competitiveness of MYEs increased ◄



- Lowest urban youth unemployment in Namibia ◄
- Sufficient income for MYE entrepreneurs & employees ◄



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**MUNICIPALITY OF
SWAKOPMUND**

MYE Development Policy & Strategy

DECOSAΦ

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ABBREVIATIONS

CDC	Constituency Development Committees
CDS D	Community Development Services D
Chap.	Chapter
CO	Constituency Office
COSDEC	Community Skills Development Centre
COSDEF	Community Skills Development Foundation
DECOSA	Development Consultants for Southern Africa
EAS	Equipment Aid Scheme
Erongo RED	Erongo Regional Energy Distributor
ESD	Engineering Services Department
FAO	Food and Agriculture Organisation of the United Nations
GDP	Gross Domestic Product
GIZ	Gesellschaft für Internationale Zusammenarbeit
GRN	Government of Namibia
HD	Health Department
HPP	Harambee Prosperity Plan
IUMP	Industrial Upgrading and Modernisation Programme
LADC	Local Authority Development Committee
MAWLR	Ministry of Agriculture, Water and Land Reform
M&E	Monitoring and Evaluation
MEAC	Ministry of Education, Arts and Culture
MEFT	Ministry of Environment, Forestry and Tourism
MFMR	Ministry of Fisheries and Marine Resources
MGEPE SW	Ministry of Gender Equality, Poverty Eradication and Social Welfare
MHETI	Ministry of Higher Education, Technology and Innovation
MIT	Ministry of Industrialisation and Trade
MME	Ministry of Mines and Energy
MSME	Micro, Small and Medium Enterprises
MSWK	Municipality of Swakopmund
MSYNS	Ministry of Sport, Youth and National Services
MURD	Ministry of Urban and Rural Development
MYE	Micro and Youth Enterprises
N\$	Namibian Dollar
NamPower	Namibia's National Power Utility
NamWater	Namibia Water Corporation Ltd
NDP	National Development Plan
NIP	Namibia's Industrial Policy
NTA	Namibia Training Authority
NTB	Namibian Tourism Board
NYC	National Youth Council

NYS	National Youth Service
PF	Private Foundation
PPP	Public Private Partnership
RC	Regional Council
RDCC	Regional Development Coordinating Committee
RFQ	Request for Quotation
SANUMARC	Sam Nujoma Marine & Coastal Resources Research Centre
SDGIF	Sustainable Development Goals Impact Facility
SME	Small and Medium-scale Enterprise
SWK	Swakopmund
t	Tonnes
TA	Traditional Authority
Tab.	Table
ToT	Training of Trainers
TVET	Technical and Vocational Education and Training
VDC	Village Development Committee
VTC	Vocational Training Center

PART A: MYE POLICY**1. WHY AN MYE POLICY FOR SWAKOPMUND?****1.1 National Perspective**

The Government of the Republic of Namibia (GRN) is aware of the social and economic importance to promote micro enterprises and youth belonging to the most disadvantaged groups of the society. Therefore, different policies have been formulated by the GRN.

(a) Micro, Small and Medium Enterprises (MSME) Policies

Of overriding importance with regards to MYE development are the following policies:

- Vision 2030 targeting promotion of disadvantaged groups.
- Harambee Prosperity Plans (HPPs) aiming at promotion of MSMEs.
- National Policy on MSMEs including the aim to integrate these enterprises in the national economy.
- Namibia's Industrial Policy (NIP) targeting not less than 30% contribution of small and medium enterprises (SMEs) to the national Gross Domestic Product (GDP).

These and other policies of sectoral ministries focus on economic empowerment of disadvantaged groups, employment creation and poverty reduction, creation of a conducive business environment, promotion of local entrepreneurship, skills development, increased competitiveness of local enterprises, utilisation of natural resources, increased local value addition with main emphasis on manufacturing, and preferred procurement from local enterprises.

Most of these national policies focus mainly on SMEs with lower priority of micro enterprises. Funding is primarily available for SMEs with the exception of funds from the Ministries of Sports, Youth and National Services (MSYNS) as well as of Gender Equality, Poverty Eradication and Social Welfare (MGEPESW). However, the MGEPESW assist mainly micro businesses in rural areas.

Most policies focus on export promotion ignoring import substitution which may have similar effects on the foreign exchange balance and employment creation in particular by MSMEs. An exception in this regard is the agriculture policy. In contrast to Vision 2030 and NIP other policies focus mainly on manufacturing not on services which are most important amongst MSMEs also in the so-called "industrialised countries".

(b) Youth Policies

The National Youth Policy is mainly based on integration of youth into the society but covers also some economic aims such as participation of youth in agriculture, tourism, arts and culture.

HPP I and NDP 5 consider the promotion of rural Youth Enterprises. These are businesses established by a group of youth and employing 5-10 youth. With the exception of such enterprises youth policies are not really prioritising economic development.

(c) Stakeholders Involved in MSME and Youth Development

The political priority of the promotion of MSMEs and youth is underlined by the number of stakeholders involved in their economic development. For example:

- The Ministry of Industrialisation and Trade (MIT) promoted MSMEs before this task was transferred to the Office of the President.
- The Ministry of Sports, Youth and National Services (MSYNS) with the National Youth Service (NYS) provides in addition to other tasks financial assistance, training and mentoring for Youth Enterprises.
- The Ministry of Gender Equality, Poverty Eradication and Social Welfare (MGEPEWS) in the Office of the President assist also youth related micro businesses.
- The Ministry of Higher Education, Technology and Innovation (MHETI) is responsible for education and training, e.g. for two Community Skills Development Centres (COSDEC) in Swakopmund.
- Other ministries, non-government organisations (NGOs) and large companies sponsor for example small scale agricultural projects.

The budgets for MSME development are extremely limited, some stakeholders are not sufficiently business oriented and most of them lack of coordination and cooperation with other stakeholders.

1.2 Perspective of the Municipality of Swakopmund

The Municipality is aware of the socio-economic importance of MSMEs in particular regarding employment creation and income generation for disadvantaged segments of the population. This is one reason why 10 different trading facilities were established in Swakopmund providing 253 work places/stalls mainly for micro and small businesses.

In addition, Swakopmund is one of the leading Municipalities regarding youth development. At least the town is the only coastal urban center having a youth development officer and policy. The Swakopmund Youth Development Policy covers six development pillars in adaptation to the National Youth Policy:

- (i) Poverty
- (ii) Youth Economic Participation
- (iii) Youth Health and Welfare
- (iv) Youth Sport and Recreation
- (v) Youth Education and Skills Development

(vi) Youth Political and Civic participation

Considering the fact that at least 65% of the youth were already unemployed before the pandemic the Municipality of Swakopmund realised that employment creation must be the first priority. For youth (not only with limited skills) it is hardly possible to find employment at public institutions or existing larger enterprises. However, a promising option (if not the only one) can be the creation of new micro enterprises by youth and promotion of existing youth owned enterprises which are generally more prepared to employ youth than other businesses.

Based on these facts the Municipality of Swakopmund decided to implement a for Namibia new concept, i.e. to combine the economically disadvantaged micro enterprises with economic promotion of youth. This concept of MYE development requires a new specific development policy and strategy¹⁾ to achieve sustainable and equitable growth. It is adapted as far as possible to the national policies but focuses on

- economic promotion of youth necessarily combined with skills development;
- MYE development in an urban area (not rural as prioritised by some policies and stakeholders) since youth unemployment is much more serious in urban centers and steadily increasing due to the rural-urban migration;
- priority on service and manufacturing, not mainly manufacturing; and
- aiming mainly at the local demand with import substitution since the export oriented focus of most national policies is currently not realistic for MYEs.

¹⁾ See Part B

2. THE MYE POLICY OF THE MUNICIPALITY OF SWAKOPMUND

The policy defines the guiding principles of MYE development for Swakopmund. It articulates overall objectives of the Council with respective priorities. The policy shall direct the decisions of the Municipality of Swakopmund over longer term.

2.1 Definition of MYEs

The National Policy on Micro, Small and Medium Enterprises in Namibia defines micro enterprises as businesses with 1-10 full time employees and /or an annual turnover of up to N\$300 000. The Municipality of Swakopmund follows this definition but combines it with special focus on youth owned enterprises and thus newly introduced MYEs.

Considering different categorisation of youth the Municipality of Swakopmund follows the most common ones, i.e. young people aged 16-35 years.

2.2 Vision and Mission

VISION

The number of sustainable MYEs in Swakopmund is continuously increasing providing sufficient income for the entrepreneurs and employees, and the town has the lowest unemployment of youth in urban centers of Namibia.

MISSION

- Coordination and planning sustainable economic development of MYEs and creating a conducive environment for economic development of MYEs.
- Ensuring that MYE development is economically, socially and environmentally sustainable and contributes to the employment of youth.
- Developing - in close cooperation with other stakeholders - an efficient MYE community that is constantly renewing itself to satisfy the demand.

2.3 Objectives

- Creation of a conducive business environment for MYEs.
- Consolidation of economic development of youth and micro enterprises.
- Diversification of MYEs.
- Increased competitiveness of micro enterprises.
- Economic empowerment of micro enterprises and youth.
- Development of vibrant and sustainable MYEs.
- Growth of MYEs to become small and medium formal enterprises.
- Employment creation and thus income generation for youth resulting in poverty alleviation.
- Improvement of the quality of life of entrepreneurs and employees of MYEs.

2.4 Priorities of the Municipality of Swakopmund

In order to achieve the vision and objectives of MYE development in Swakopmund the Municipality has defined the following political priorities:

- Awareness creation amongst existing and future entrepreneurs about the opportunities of MYEs.
- Procurement preferences for local enterprises.
- Provision of sites for MYEs.
- Focus on economic opportunities for youth development.
- Increased value addition by MYEs.
- Promotion of MYEs by skills development.
- Promotion of tourism with MYE involvement.
- Integration of MYEs in the local economy.
- Cooperation between MYEs.
- Promotion of the manufacturing and service sectors.
- Productive utilisation of natural resources.

Other priorities include

- preference of youth employment and internships at the Municipality,
- promotion of a platform to represent MYEs,
- promotion of urban agriculture,
- simplification of business registrations,
- improvement of the cooperation between relevant stakeholders.

PART B: MYE DEVELOPMENT STRATEGY

1. FOUNDATIONS OF THE STRATEGY

1.1 MYE Policy and Aims of the Strategy

The strategy is based on the policy defining the mission, vision, objectives and priorities of future MYE development in Swakopmund.

The strategy defines core strategic sectors and areas as well as measures to accomplish the political objectives. It is a guideline how to improve the socio-economic situation of MYEs. It outlines how identified business opportunities and required supporting measures can be implemented. The strategy is the basis to develop practical and workable implementation and monitoring plans spanning five years. It determines priorities and interventions that have the greatest potential impact for economic development of MYEs in Swakopmund.

1.2 Targets

Based on the MYE policy the following targets should be achieved:

- ▶ *Internal Environment of the Municipality of Swakopmund*
 - Priority of MYE development approved
 - Promotion of youth mainly by MYE development accepted
 - Required human and financial resources available
 - Business registration simplified
 - MYEs informed about the importance of registration
 - MYEs assisted in business registration
 - MYE data bank established and periodically updated
 - Data bank of available assistance established
- ▶ *Cooperation and Coordination*
 - National conference about MYE development conducted on initiative of the Municipality of Swakopmund
 - Effective system between public stakeholders established
 - Additional assistance for MYEs in Swakopmund available.
 - Information between Municipality of Swakopmund and MYEs continuously exchanged
 - MYEs informed about possible sponsorships and assisted in applications
 - Additional premises for MYEs available
 - Occupancy of open markets increased

-
- Youth Forum strengthened or MYE Forum created
 - Youth Enterprises initiated
 - Cooperation between individual MYEs initiated
 - Procurement of input materials improved
 - Linkages between MYEs and larger enterprises created
 - Preferred procurement from MYEs implemented
- ▶ *Capacity Building*
- Short term workshops on business opportunities, cost and price calculations, marketing conducted for MYEs
 - Longer term entrepreneurial training for MYEs conducted
 - Entrepreneurship trainer of the Municipality trained
 - Internships provided at the Municipality
 - Specialisation of MYEs initiated
 - Specialised training at COSDEC in place
- ▶ *Support Projects*
- “Food Court” and Cultural Center implemented
 - Long term electricity and water supply secured

2. CORE STRATEGIC SECTORS, AREAS AND MEASURES

With regard to MYE development it is the major task of the Municipality of Swakopmund to provide together with other stakeholders an enabling environment for economic development. This must be the basis for MYEs to act as “engine for growth”.

In order to ensure that the MYE development is economically, socially and environmentally sustainable, measures are required covering the sectors and areas summarised in Tab. 1 and specified in the following:

Tab. 1: Core Strategic Sectors and Areas

Strategic Sector	Strategic Areas
A. Internal Environment of MSWK	A1 Prioritisation of MYE Development A2 Information for MYE Development
B. Cooperation & Coordination between Stakeholders	B1 Between Public Stakeholders B2 Between the MSWK and MYEs B3 Between MYEs B4 Between Larger Enterprises and MYEs
C. Capacity Building	C1 Entrepreneurial Training C2 Vocational Training
D. Support Projects	D1 “Food Court” D2 Cultural Center
E. Business Opportunities for MYEs	E1 Marine Resources Based E2 Urban Agriculture E3 Attractions for Tourists E4 Products/Services for Local Customers

MSWK = Municipality of Swakopmund

MYE = Micro and Youth Enterprises

A Internal Environment of the Municipality of Swakopmund

A1 Prioritisation of MYE Development

► **Background**

Promotion of MSMEs and youth are declared political priorities of the Government since

- MSMEs could be one basis for socio-economic development (in particular employment creation) as demonstrated by several industrialised countries, and
- economic, social and political integration of youth into the Namibian Society is a major challenge.

Despite the political declarations the assistance for micro enterprises and economic development of youths is still limited and the unemployment of youth steadily increases.

The Municipality of Swakopmund is already more than most other municipalities involved in the promotion of micro businesses (e.g. by providing 10 trade facilities with 253 stalls) and youth (having a youth policy and a youth development officer). However, the Municipality is aware of the fact that these two disadvantaged groups require even more assistance. Therefore, a for Namibia new approach has been developed, i.e. to combine economic development of micro businesses and youth.

► Measures

- Decision of the Council about the priority of MYE development in Swakopmund.
- Decision of the Council that promotion of youth shall focus on economic integration by promoting MYEs.
- Provision of the required human and financial resources for MYE development.

A2 Information for MYE Development

► Background

Most micro enterprises in Namibia are operating informally, i.e. they are in contrast to existing regulations not registered. In Swakopmund currently only 55% are registered. Main reasons are

- lack of knowledge of the requirements and advantages,
- too complicated registration procedures,
- working in residential areas, and
- avoiding tax payments.

This results in a lack of information about the number and types of micro enterprises which are an essential basis to promote them.

The Municipality of Swakopmund has developed for the new MYE policy and strategy a data bank including 298 micro enterprises. Although this is a basis for MYE development it must be considered that the data bank is not complete because of the pandemic about 100 businesses closed down.

It is another challenge that summarised information about available assistance for MYEs from several public authorities, NGO's and large private enterprises are not available and thus neither the Municipality nor the MYEs can mobilise needed sponsorships.

► Measures

- Simplification of the business registration and transfer to the Community Development Services Department.
- Information campaign amongst MYEs about the importance and advantages of registration.
- Assistance of MYEs in registration.
- Periodically updating of the MYE data bank in particular after the pandemic.
- Establishment of a data bank of available assistance for MYEs including target groups, requirements, etc. of the different sponsors.

B Cooperation and Coordination between Stakeholders**B1 Between Public Stakeholders****▶ Background**

The different policies underline the importance of cooperation and coordination to optimize development efforts on all levels. However, in practice neither the different ministries directly or indirectly involved in business and youth development coordinate their measures nor do they involve local and traditional authorities in their planning. The few exceptions include for example the cooperation of the MGEPEWS with the Constituency Offices in provision of grants for micro businesses as well as the joint development of the Swakopmund Youth Policy by the NYC and the Municipality.

The lack of cooperation and coordination is also a reason that the budgets for MSME and youth development do not at all consider the needs, that SMEs are more promoted than micro enterprises and that several institutions focus more on rural than on urban economic promotion of youth. Especially MYEs in relatively developed urban centers receive limited attention and assistance. It is not considered that the situation of MYEs in towns is particularly serious due to the rural-urban migration.

▶ Measures

- Initiation of the first national conference about MYE development in Namibia.
- Undertaking attempts to improve the coordination and cooperation, e.g. by exchange of experience and ideas, annual discussion/adaptation of plans before budget preparation.
- Involvement of Constituency Offices and Traditional Authorities in identifying needs (bottom-up approach).
- Lobbying for additional assistance for MYEs in Swakopmund including provision of equipment only from suppliers offering repair in Namibia, and provision of computers (with training) as essential equipment.

B2 Between the Municipality of Swakopmund and MYEs**▶ Background**

The Municipality cooperates with micro enterprises and in particular with the community of youth. However, both groups feel not to be sufficiently informed and assisted by the Municipality, which is also caused by the lack organization of MYEs, registration and data banks.

Other challenges include the lack of premises for micro businesses, hardly any procurement of the Municipality from them as well as high costs for electricity.

▶ Measures

- Information of MYEs, e.g. about the MYE Development Policy and Strategy as well as about available assistance.
- Assistance in applying for sponsorships

- Continuous information of registered MYEs about new developments, e.g. by a quarterly newsletter.
- Bi-annual meetings with MYEs to exchange ideas and requirements.
- Organisation of a monthly market day for MYEs including provision of a suitable location.
- Verification of the suitability of the location of the planned MSME Industrial Park.
- Provision of closed premises in particular for manufacturing MYEs.
- Increase of the occupancy of the open markets, e.g. by re-design (closed stalls).

B3 Between MYEs

▶ Background

Owners of MSMEs are individualists and they are not organized at all amongst each other. This makes it nearly impossible for the Municipality of Swakopmund to consider their overall requirements. In contrast youth are organised in a Regional Youth Forum but it is neither really active nor business oriented.

Other challenges include

- the lack of Youth Enterprises as they created by groups of 5-10 youth in other parts of Namibia;
- lack of cooperation between MYEs for specific larger orders (e.g. tenders);
- problems in purchasing suitable input materials because due to the small quantities micro enterprises mainly purchase from retailers in Swakopmund.

▶ Measures

- Strengthening of the Youth Forum to become the representative of MYEs, or creation of a MYE Forum.
- Initiation of Youth Enterprises which shall be particularly sponsored under HPP.
- Initiation of case to case cooperation between MYEs for larger orders.
- Initiation of joint procurement of input materials by similar types of MYEs; this would result in a stronger position vis-à-vis suppliers and possibly direct procurement from South Africa for lower prices and more suitable types/qualities of inputs.
- Informing individual MYEs to compare the procurement of input materials from retailers in Swakopmund with those at other locations in Namibia (e.g. Windhoek); this may be advantageous despite the additional transport costs.

B4 Between Larger Enterprises and MYEs

▶ Background

Linkages between larger enterprises and MSMEs are hardly existing in Swakopmund although MYEs could provide repairs or special products. Enterprises of the hospitality sectors tried to purchase some years ago promotional items from micro and small enterprises. This attempt failed because of not delivering the right qualities and quantities on time.

▶ Measures

- Trying to convince larger enterprises to start attempts to purchase goods or services from MYEs selected by the Municipality.
- Creation of attention of selected MYEs on the importance of timely delivery of the agreed qualities and quantities.
- Convincing retailers to provide from time to time sales corners in their shops to promote MYE products or services.

C Capacity Building**CI Entrepreneurial Training**▶ Background

Except of a few owners of MYEs, who attended entrepreneurship in secondary schools or at VTCs, none of the entrepreneurs has the know-how required to successfully manage an MYE. This applies also for training provided for example by the MSYNS which covers in a few days all topics of entrepreneurship. The lack of entrepreneurial knowledge is confirmed by the hardly existing cost and price calculations as well as marketing.

▶ Measures

- Immediately required are purely practice oriented workshops for entrepreneurs on
 - identification of business opportunities (1-2 days) focusing on thinking “out of the box” and on evaluating identified opportunities;
 - marketing (3 days) covering the importance of marketing, which is often underestimated, marketing tools and customer care (with practical evaluations in businesses);
 - cost and price calculations (4 days) with concrete exercises in existing MYEs.
- Ideally longer term training and mentoring should be provided for the entrepreneurs over at least six months including identification of business opportunities, starting a business, demand analysis, marketing, sales negotiations, organisation, quality control, financial management.
- Such measures are required over years targeting not only existing but also new MYEs. In order to limit costs a training-of-trainers (ToT) component shall be integrated, i.e. an employee of the Municipality of Swakopmund shall attend the first trainings and then conduct them alone.
- Regarding organization and management the training should be complemented by internships at the Municipality as recommended by the Swakopmund Youth Development Policy.

C2 Vocational Training▶ Background

For the provision of technical services and manufacturing vocational training is essential. However, only 20% of the owners of MYEs involved in service provision and 48% of the manufacturers attended vocational training. Other challenges are that

- the COSDEC and VTC programmes only offer broad standard trades, and
- accordingly several service and manufacturing MYEs offer being “masters of all trade” resulting in low qualities and high competition.

▶ Measures

- Promotion of specialisation of MYEs on products/services where they are most experienced and thus competitive.
- Initiation of new specialized training at COSDEC, i.e. further adaptation to the market requirements.

D Support Projects**D1 “Food Court”**▶ Background

“Food Courts” are highlights in Asian towns (e.g. Hong Kong) for tourists and residents but also for micro businesses. They can be characterised as follows:

- Individual small businesses offer different food and/or drinks without competing with each other.
- Each business is located in a separate small building; they are arranged in a circle or square with an open area in the center.
- Clients can watch how the food is prepared.
- The guests walk around, select food (prepared by different vendors) and eat at the tables positioned in the middle.
- There shall also be a fire place and a stand where different local crops, fruits, etc. in different stages of processing are exhibited.

Besides being a unique attraction in Africa it is an advantage that in particular marginalised people will start their own small businesses. However, the investments for an attractive “Food Court” need to be mobilised.

▶ Measures

- Allocation of the foreseen site (at the parking place close to the tennis court at the Mole), assurance of an attractive design and mobilization of funding by the Municipality (e.g. sponsorships by large enterprises).

- Careful selection and training (customer care) of MYEs already parallel to the construction.

D2 Cultural Center

▶ Background

On the one hand cultural tourism is increasingly demanded by overseas tourists and on the other hand the knowledge of Namibians about the culture of different ethnic groups is very limited. Therefore, it is one aim of the Government to promote the different cultures which will contribute to unify the nation. Swakopmund is an ideal location to satisfy the demand of local and foreign tourists because of the variety of Namibian cultures represented in the town. Moreover, cultural activities can be developed to a businesses for MYEs.

▶ Measures

- Development of a center representing different Namibian cultures at a central location, e.g. in combination with the “Food Court”
- Mobilisation of funding, e.g. from sponsors.

E Business Opportunities for MYEs

▶ Background

Development and growth of MYEs are besides other factors hampered by the lack of innovative business ideas. The MYEs offer nearly exclusively standard services and products which face strong competition not only with established larger enterprises but also amongst MYEs.

In order to create competitive advantages the MYEs should focus on special, as far as possible new business opportunities. Some examples are summarised in Tab. 2. These examples can be implemented by existing MYEs but could also be a basis for new ones. They are particularly adapted to MYEs, i.e. most of them neither require specific technical know-how not being available in Swakopmund nor larger investments.

▶ Measures

- Promotion of the opportunities (see Tab. 2) by the Municipality of Swakopmund amongst existing and future MYE entrepreneurs (e.g. by road shows).
- Permanent identification of new opportunities by the MYEs.
- Implementation of opportunities by the MYEs.

Tab. 2: Business Opportunities for MYEs

Opportunities	Remarks/Actions
E1 Marine Resources Based	
<ul style="list-style-type: none"> • Small Scale Commercial Fishing • Fish smoking • Kelp Processing • Seaweed Production 	<ul style="list-style-type: none"> - By youth groups - Sales of fresh fish - High priced demand, e.g. in Windhoek - Same day transport to customers - Hardly any know-how required - Very limited investment - Competition existing - Collection at beaches - Processing to fodder (poultry) - Some processing experience available * - Sales as “vegetable” for human consumption - Very labour intensive - Inter-tidal location to be identified * - Market introduction required
E2 Urban Agriculture	
<ul style="list-style-type: none"> • Small Scale Vegetable & Fruit Production • Mushroom Production • Poultry Farming • Pig Farming • Rabbit Farming 	<ul style="list-style-type: none"> - In greenhouses or as aquaponic projects saving water - Inclusion of high value exotic products (e.g. raspberries) * - Cooperation with SANUMARC and others (e.g. irrigation, greenhouse cultivation) - Know-how available at SANUMARC - Advantage of humid coastal climate - Limited water requirements - Serious competition from large scale chicken production between Okahandja and Windhoek - Duck (imports) & guinee fowl more promising (higher priced, limited competition) - Guinea fowls to be introduced as speciality - Feed from restaurants, shops (leftovers) or cactus growing - Sales of different products from whole small pigs (spit braai) to smoked ham. - Limited know-how & investment required - Meat not introduced in Namibia

Opportunities	Remarks/Actions
E3 Attractions for Tourists	
<ul style="list-style-type: none"> • Resource Based • Others 	<ul style="list-style-type: none"> - Bottling of sand or small stones - Sand paintings with typical motives of Swakopmund - Sculptures from local stones also with typical local motives - Recycling of waste - Carving of typical motives for Swakopmund - Caps, pencil holders, etc. with names of the tourists - New innovative tour guidance (e.g. churches, schools) - Donkey riding and donkey cart tours
E4 Products / Services for Local Customers	
<ul style="list-style-type: none"> • Promotional Items • Fire Places • Tandoor Oven • Safety Clothes * • Covers for Wine Boxes • Specialisation of MYEs • Joint Gardening, Cleaning, etc. • "Handy man" Services • Bicycle Courier Service 	<ul style="list-style-type: none"> - For restaurants, hotels, mining companies in Erongo - Taylor-made - From clay for pizza, meat - Traditionally made in Zambezi Region - Masks, gloves imported - High quality requirements - Demand not only at mines in Erongo - From plywood with attractive painting outside - Cooperation between carpenter and artist - Aim to cover image of cheap wine - For instance construction separated by roofing, gutters, tiling, wall painting - Taylor specialised on repair and alteration of clothes - Such services already available but offered by individuals not by Youth Enterprises ** - Youth with different special know-how (e.g. electrician, carpenter, plumber) creating a Youth Enterprise ** - Offering all repairs for private households (possible against a fixed monthly fee) - Offered by a group of youth ** - Focus e.g. on shopping etc. only within Swakopmund

* = Further investigation required

** = Advantages of youth enterprises: Higher reliability than individual services and particular promotion by the Government

3. EXPECTED OUTCOMES OF THE MYE DEVELOPMENT STRATEGY

The development strategy must result in concrete improvements of MYEs in Swakopmund. Expected are the following outcomes:

- Assistance for MYEs increased
- Products/services more diversified
- Products/services imported from other areas of Namibia or other countries reduced
- Utilisation of local resources increased
- Marketing, organization, management and thus competitiveness improved
- New opportunities identified and implemented
- Number, employment and income of MYEs increased
- Unemployment of youth reduced

4. IMPLEMENTATION OF THE MYE STRATEGY

It is a major challenge in Namibia that plans and strategies are developed but they lack often of implementation. Therefore, the actions for the implementation of the MYE strategy are summarised in Tab. 3 based on the core strategic sectors, areas and measures. Details are included in Chap. 2, they shall be considered during the implementation.

The following remarks apply for this plan:

- The plan is organised by the strategic sectors in contrast to the monitoring and evaluation plan (see Chap. 5) which defines chronologically the expected outcomes.
- The plan shall be a living document. If the assumptions (in particular with regard to the timing) vary, the plan has to be and easily can be modified.
- The Municipality of Swakopmund shall be the lead institution to implement the plan.
- Wherever possible the Municipality will cooperate with other public and private partners.
- Main task of the Municipality is the initiation and facilitation of the required actions.
- Funding “not required” means that either only decisions or organizational improvements (e.g. business registrations) are required, or the actions can and shall be implemented by the municipal personnel.
- The data bank of available assistance is essential for the MYEs. It must include public authorities, NGO’s donor agencies, the numerous private foundations but also new plans like the African Youth Investment Bank of the African Development Bank.
- The “1st National Conference on MYE Development” is essential because it aims at introducing the new concept of MYE development to all relevant stakeholders, creating a basis for coordinated stakeholder involvement and thus also for assistance in the implementation of the plan. The Municipality of Swakopmund must mobilise funding to conduct the high level conference as soon as possible.
- Some actions require provision of funding by the Municipality of Swakopmund, i.e. they can only be implemented in the next (2022/2023) and the following financial years.
- Only the longer term entrepreneurial training and mentoring and the support projects require some funding. This shall be mobilized from other public institutions, donor agencies or private investors or sponsors. Regarding the “Food Court” and Cultural Center it must be considered that they promote in particular MYEs and the for Swakopmund most important tourism sector. If tourists stay only one day longer, because of these attractions, this would result in an additional annual income for Swakopmund of N\$200 million (based on the number of foreign tourists before the pandemic).

11.1.21 **REQUEST FOR PERMISSION TO STATION FEEDING CONTAINERS AT DRC SWAKOPMUND**
(C/M 2022/01/27 - 14/1/3/1)

Ordinary Management Committee Meeting of 13 January 2022, Addendum 8.2 page 31 refers.

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

INTRODUCTION

This item is submitted to seek Council's approval and permit Feeding Namibia to place containers at DRC for a feeding program targeting babies, primary and high school learners.

BACKGROUND

Feeding Namibia is a program that started in **April 2019** and is aimed at feeding the hungry, homeless, and needy. Their mission is to feed and equip as many children as possible daily while the business model focuses on sourcing food and materials, choosing a suitable date for preparation and feeding the target group. The benefits of the program are to overcome malnutrition, greater work performance and for physiological and emotional development.

In addition to food distribution, Feeding Namibia focuses on CV production and entrepreneurship training as well as providing a safe place for the vulnerable.

PROPOSAL

Considering the above, Feeding Namibia has applied for a suitable area in DRC to place two (2) containers for a period of one year from where they will feed the most vulnerable people; free of charge (**Annexure "A"**). The two containers will be used as a kitchen facility as well as a serving point. The program aims to introduce daily meals, seven days a week between 13h00 to 18h00; and will target babies (0-6), primary school (7-12) and high school (13-18) learners. To create awareness about the program, Feeding Namibia proposes to advertise their feeding program on all social media platforms with Council's permission.

DISCUSSION

In order to run this program efficiently, Feeding Namibia requires an open space with water for cooking and ablution facilities. In light thereof erf 10907, extension 42 marked institutional land, was identified for this project (**Annexure "B"**). The proposed land has not been serviced however provisions can be made for the applicant to acquire the services from the

nearest points, at their own cost. The estimated cost is in the range of N\$9 000.00.

The proposal from Feeding Namibia is therefore supported as it will compliment existing initiatives of the Food Bank and various soup kitchen soups and will eventually contribute to food security in Swakopmund.

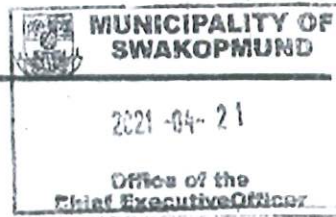
B. After the matter was considered, the following was:-

RECOMMENDED:

- (a) That Messrs Feeding Namibia be advised that Council offers the use of the right corner of Erf 10907, Extension 42 marked *Institutional* land to set up containers for a feeding program from 1 February 2022 - 28 February 2023, subject to the following conditions:
- (i) *That Messrs Feeding Namibia comply with the procedures laid out in the Town Planning Scheme for the use of Municipal land*
 - (ii) *That the applicant ensures that all health protocols related to COVID-19 pandemic, are adhered to.*
 - (iii) *That the applicant must indicate whether refuse bins will be required, and the cost at (N\$32.00) per bin and N\$786.00 per truck load for the removal {15% VAT excluded}) be carried by Council against Vote:
.....*
 - (iv) *That applicant submits a fire layout plan for the approval by General Manager: Economic Development Services before the program commence.*
 - (v) *That the applicant provides own freshwater tank for the program.*
 - (vi) *That Council's consent is further subject thereto that upon acceptance of the site proposed / approved by Council: Messrs Feeding Namibia undertake towards the Municipality of Swakopmund, its Council and / or its officials ("Council"):*
 - 1) *to indemnify and to keep indemnified and hold Council harmless against any losses or damages of whatsoever nature which Council may suffer or any claims or actions which may be instituted against Council by virtue of this resolution taken and consent given to Messrs Feeding Namibia and/or the utilization of the site by Messrs Feeding Namibia.*
 - 2) *to indemnify and keep indemnified and hold Council harmless against any losses or damages of whatsoever nature which Council may suffer or any claims or actions which may be instituted against Council by virtue of any preceding decision, resolution and/or consent given by Council to Messrs Feeding Namibia to conduct a feeding program in respect of the decision, resolution and / or consent given in respect of Erf 10907, Ext 42, Swakopmund.*
- (b) That Messrs Feeding Namibia bears all costs for services i.e. water, sewer, electricity stat traps, etc. as well as security services.
- (c) That the applicant be informed to always maintain and restore the facility to its original state after the given period.
-

ANNEXURE "A"

Annalize Swart



From: Feeding Namibia <fred@feednamibia.com>
Sent: Thursday, 22 April 2021 10:07
To: Vilho Kaulinge
Cc: Bonny Oaseb; Annalize Swart
Subject: Re: Feeding Namibia Containers in DRC

Good Morning

Im just following up on this mail, would reaty like to get this off the ground to start feeding.

Kind Regards
Freddie



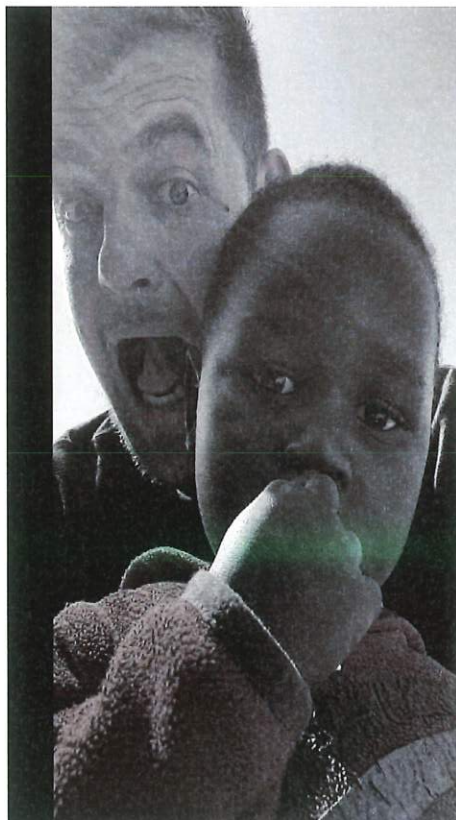
On Tue, Apr 20, 2021 at 8:17 AM Feeding Namibia <fred@feednamibia.com> wrote:
Good Morning Vilho and Bonny

We would like to apply for an allocated spot in DRC to set up a Container for Feeding Namibia to Feed Kids in that Area on a monthly basis....

We have gotten sponsorship for a container ect but we now need to take further steps to get it in DRC, our main focus is Kids and Widows, we have been handing food out to soup kitchen but we find that a lot of times the food is not distributed correctly or stolen, so we came up with an idea of placing a Feeding Namibia Container in Dre, one for now perhaps later a few all around DRC for people then to come and get cooked food at the container, we have pictures of the containers.

Please let me know urgently who I can contact in connection with this?

Regards
Freddie



About Us



**Feeding Namibia Started April 2019
Feeding the Hungry.**

It all started by giving food to the homeless and needy and we saw that the need was great in our Community and also in Namibia, from there on we tried to look for Quality Food Products with good Nutritional Values to hand out to the Hungry and came across Power Foods.

The Problem



There a growing need for food distribution

Joblessness is a major factor around this area, parents can't afford food.

55%

According to Stats over half of Swakopmund's Population lives in Rural Area's like Drc

Limited Food, Water, Toilets and Power

Our Solutions



Provide Food on a Weekly Basis

Drc Desperately Needs a fixed Food Distribution Station.



Offer Basic Needs

Station with Showers, CV Production and Entrepreneur Training



Provide a Safe Place for the Hungry

Safety is a Major Concern in the Drc, People Need a Safe Place to go to and get help



Our Business Model

To bridge the gap between Businesses and the Hungry .

Our Basic Model at the moment is simple, Source Food and Material - Choose a date - Prepare, Equip and Feed



Our mission is to Feed and Equip as many Children as Possible as often as Possible

Our Aim is to Feed and the Children on a daily basis.



Our Value Proposition

Touching Peoples's Lives One Meal At A Time



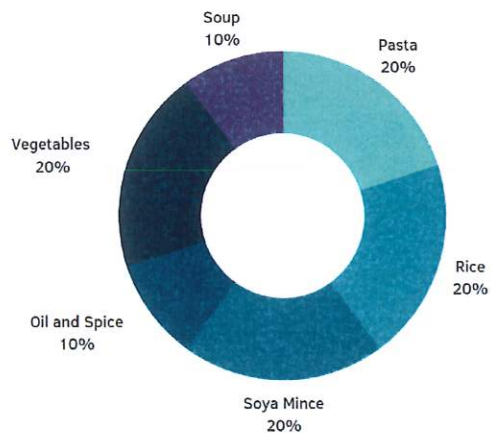
Food Sourcing

Our Basic Needs for a Feeding Day

Out of these various components we are able to provide a meal.



THESE ARE OUR TOP FOOD COMPONENTS



Main Food Source

Out of these various components we are able to provide a meal @ N\$ 4.00 Per child



Target Consumers



Babies

0-6

Most of these Babies are under fed or Fed with poor Quality Food



Primary School

7-12

To Perform in School you need to have a balanced Meal Every Day



High School

13-18

To Perform in School you need to have a balanced Meal Every Day



Strengths

We have a strong Desire connected with Passion to change our Future Generation



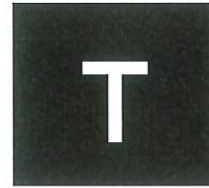
Weaknesses

Helping Hands, Sources for Food and Basic Needs



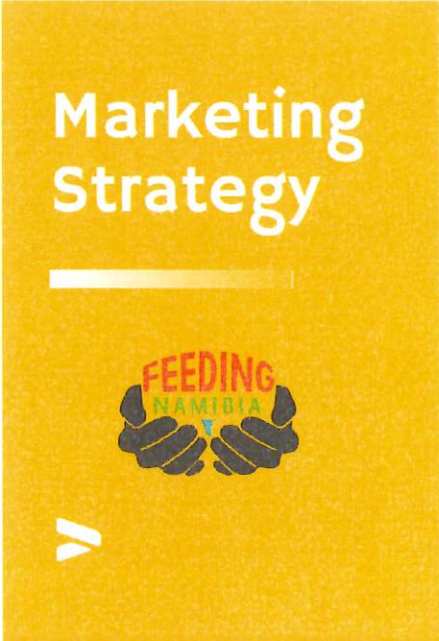
Opportunities

Opportunities are endless we have over 55% of our population in Need of Food and Equipping



Threats

Safety of our Children in our Community



Marketing Strategy

FEEDING NAMIBIA

Awareness
Getting our Feeding Stations online on all social platforms

Acquisition
Learning and developing skill, habit, and quality.

Activation
Feeding on a Daily Basis 7 Days a Week with "Super" Events once a month



What's Needed

The Following is needed for us to Develop a Sustainable Feeding Station in Swakopmund



Containers Situated in Drc

Container Project

We Visualize Feeding Namibia Stations Across Drc





Contact Us

Reach out to us for inquiries
or comments.



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fred@feednam.com.na

Social Media

facebook.com/FEEDNAM

ERF 10907 Swakopmund Ext. 42

